

STANDARD TERMS AND CONDITIONS
FOR THE SUPPLY OF WATER AND WASTE WATER SERVICES
TO BUSINESS CUSTOMERS (SCOTLAND)

These **Conditions**, together with the other **Contract Documents**, set out the terms and conditions on which **we** will provide the **Services** to **you** in respect of the **Premises**.

Certain of the words or phrases used in these **Conditions** are highlighted in bold and italics. This means that **we** have given those words or phrases specific meanings, which are set out in **Condition 16**.

1. THE CONTRACT

1.1 The **Contract** is entered into between **you** and **us** on the **Contract Date**.

1.2 The **Contract** comprises of the **Contract Documents** listed below. In the event that there is any conflict or inconsistency between the terms of any of the **Contract Documents**, the **Contract Document** which appears earliest in the list below shall have precedence:

- (a) these **Conditions** (subject to any **Special Conditions**);
- (b) the **Contract Schedule**;
- (c) the **Charging Statement**; and
- (d) the **Service Standards**.

1.3 Where any **Special Conditions** are expressly set out in paragraph 4 of the **Contract Schedule**, those **Special Conditions** shall prevail in the event of any conflict or inconsistency between the **Special Conditions** and a provision of the **Conditions**.

1.4 You acknowledge that **we** are entitled to amend the terms of any of the **Contract Documents** at any time on providing notice to **you**. **Our** notice to **you** will specify the effective date of the relevant amendment(s), and **you** will be deemed to have accepted any such amendment(s) if **you** continue to receive the **Services** after that date.

2. COMMENCEMENT OF SUPPLY OF THE SERVICES

2.1 While **we** will endeavour to commence the supply of the **Services** to you at the **Premises** on the relevant supply commencement date(s) (if any) stated in the **Contract Schedule**, you acknowledge that **we** will not commence the supply of the **Services** to **you** at the relevant **Premises** unless and until:

- (a) **you** have given to **us** such information and taken such action required of **you** in order to enable **us** to obtain all authorisations or registrations required under the Act (including under the **Codes**) so as to allow **us** to supply the relevant **Services** to **you** at the relevant **Premises**; and
- (b) **we** have obtained all authorisations or registrations of the nature referred to in **Condition 2.1(a)** in respect of the relevant **Premises** (i.e. **we** have been **Registered** in respect of those **Premises**); and
- (c) **you** have provided to **us** the deposit or other form of security that is requested by us pursuant to **Condition 8** as a condition of **us** providing the **Services** to **you** at the relevant **Premises**.

2.2 Without prejudice to **Condition 2.3**, in the event that **we** have not been **Registered** in respect of at least one of the **Premises** within three months of the **Contract Date**, **we** shall be entitled to terminate the **Contract** without liability to **you**.

2.3 In the event that **we** have not been **Registered** in respect of any one or more **Premises** within twenty-one **Business Days** of the **Contract Date** (other than as a result of **our** own negligence), **we** shall be entitled to amend the **Charges** payable by **you** and/or to amend or remove any discounts previously offered to **you** in respect of the relevant **Premises** on providing notice to **you**.

2.4 In the event that **we** are notified by any **Regulatory Body**, or **we** otherwise become aware, at any time prior to **us** commencing to provide the relevant **Services** to **you** at any **Premises** that **you** are subject to a disconnections process in respect of the relevant **Premises**, **we** shall be entitled to terminate the **Contract** in respect of the relevant **Premises** without liability to **you**.

2.5 **We** agree that, in providing the **Services** to **you**, **we** will comply with the **Directions** and, where relevant, the **Disconnections Document** and the **Codes**.

2.6 Where **we** are required to do so under the terms of **our Licences**, the **Directions**, the **Disconnections Document** or the **Codes**, **we** will offer **Default Services** to **you** if **you** have asked for them. When providing any **Default Services**, **we** will comply with the **Default Standards** and will ensure that **our** charges are no more than the **Default Maximum Tariffs**.

3. YOUR OBLIGATIONS AND RESPONSIBILITIES

3.1 Without prejudice to **your** other obligations and responsibilities under the **Contract**, **you** agree that:

- (a) **you** will comply with all laws, permits, authorisations and consents which are applicable to **your** receipt of the **Services**, including, without limitation, any consents needed for trade effluent, all Scottish Water

Byelaws and, in relation to any meter or metering equipment at any **Premises**, to the **Scottish Water Terms and Conditions** or **MeterCo** terms and conditions (as applicable);

- (b) **you** will not do, or omit to do, anything which may cause or result in **us** being in breach of any laws and/or **Consents** and/or any of the requirements of the **Codes**, the **Disconnections Document**, the **Directions** and/ or **our Licences**;

- (c) where **we** are providing **waste water services**, **you** will not pass or discharge any matter or substance

(including trade effluent) into the public sewerage system in respect of a **Supply Point** in contravention of any enactment (including byelaws or orders), authorisation, consent or agreement;

- (d) it is **your** sole responsibility to check **your** existing contracts for the provision of services similar to the **Services** and to terminate any contracts as may be required in order to allow **us** to commence provision of the **Services** to you under the terms of the **Contract**;

- (e) **you** are responsible for the water and waste water pipework in, on or under any **Premises**, including, without limitation, responsibility for any loss of water or for any water or waste water flooding arising from the condition of that pipework. **You** will become the owner of and be responsible for (including, without limitation, for risk of loss and risk of flooding) the water supplied to **you** at the **Connection Point**. However, nothing in this **Condition** will transfer any risk **we** or **Scottish Water** have under any duty placed on **us** or on **Scottish Water** by any law;

- (f) **you** will let **us** know about any change to any **Premises**, or how it is used, that would result in it no longer being an **Eligible Property**. **You** also agree that **you** will let **us** know about any reassessment (including the date from which that reassessment applied) of the rateable value of any **Premises** resulting from any change of use, extension or addition to those **Premises** as soon as reasonably practicable (and in any event within five **Business Days**) after **you** become aware of such a reassessment;

- (g) **you** will give **us** not less than ten **Business Days**' prior notice if any of the **Premises** are at any time to become vacant (for these purposes any **Premises** will be considered to be vacant if they have been or will be unoccupied by **you** for a period in excess of 2 calendar days);
- (h) **you** will give **us** the evidence **we** reasonably ask for to allow **us** to check **your** identity as **our** customer. This could include **your** passport or driving licence, other utility bills or **your** tenancy agreement for any **Premises**;
- (i) if **you** are a partnership, **we** may claim any money **you** owe **us** under the **Contract** from **you**, any of **your** partners or all of **you**;
- (j) if **you** are a sole trader, **you** are personally responsible and liable for any money **you** owe to **us** under the **Contract**; if **you** (the **Customer**) comprises more than one person, all agreements and obligations entered into by the **Customer** in the **Contract** are entered into jointly and severally by each of the persons comprising the **Customer**. **We** may take action against any one or more of the persons comprising the **Customer** and/or may release in whole or in part the liability of any one or more of those persons under the **Contract** or grant any relaxation without affecting the liability of any other of those persons; and
- (k) **you** will provide such information and assistance as **we** may require in order to comply with **our** obligations or responsibilities under and/or pursuant to the **Disconnections Document**, the **Codes**, **our Licences**, the **Directions** and/or the **Contract**.

4. ADDITION OR WITHDRAWAL OF PREMISES

4.1 If, at any time after the **Contract Date**, **you** give **us** notice requesting to incorporate any one or more additional properties into the **Contract**, **we** may (at **our** discretion) agree to provide the relevant **Services** in respect of any additional property or properties, subject to **you** and **us** agreeing in writing the relevant **Charges** and any amendments that may require to be made to the **Contract** (for example the **Contract Schedule**) in connection with the incorporation of the relevant property or properties. Any such additional property or properties will not be incorporated into the **Contract** (and comprise part of the definition of **Premises** under the **Contract**) unless and until all of the conditions set out in **Condition 2.1** (a) to (c) are met in respect of the relevant property or properties.

4.2 This **Condition 4.2** applies only where there is more than one property comprised in the definition of the **Premises** under the **Contract**. If, at any time after the **Contract Date**, **you** cease to own or occupy any one or more of the properties which then comprise the **Premises** (or **you** wish to withdraw any property from the **Contract** for any other reason), **you** may give to **us** a withdrawal notice requesting to withdraw such one or more of those properties from the **Contract**. Provided that such notice of withdrawal is received by **us** not less than twenty **Business Days** before the proposed date of withdrawal of the relevant property or properties, **we** will accept such a request, and the following arrangements will apply:

- (a) subject to **Condition 4.2(b)**, the relevant property or properties will be withdrawn from the **Contract** on the withdrawal date stated in **your** notice (which withdrawal date must be not less than twenty **Business Days** after the date **we** receive **your** notice under **Condition 4.2**);
- (b) if, by the withdrawal date stated in **your** notice, another water services provider has not been **Registered** in respect of the relevant property or properties (or, if applicable, **we** have not commenced the provision of the relevant services to the new owner or occupier of the relevant property or properties under a separate contract), the **Contract** shall continue (and, for the avoidance of any doubt, **you** will continue to pay all **Charges** and other amounts due under the **Contract**) in respect of such property or properties until another water services provider is so **Registered** or, if earlier, until **we** commence the provision of the relevant services to the new owner or occupier of the relevant property or properties under a separate contract; and
- (c) where any discount in the rate of the **Charges** has been offered to **you** by **us** in recognition of the aggregate volume of the **Services** that were to be provided to **you** (i.e. including the volume that would have been associated with the withdrawn property), **we** may vary the **Charges** payable under the **Contract** in respect of the remaining property or properties which comprise the **Premises**

(and/or remove any discount) on giving **you** notice, and those **Charges** will be varied with effect from the date stated in **our** notice.

4.3 For the avoidance of any doubt:

- (a) any property or properties which have been withdrawn from the **Contract** under **Condition 4.2** will, upon the date that such withdrawal takes effect in accordance with **Condition 4.2**, cease to comprise part of the definition of the **Premises** under the **Contract**;
- (b) any property or properties which are incorporated into the **Contract** in accordance with **Condition 4.1** will, upon the date that such incorporation take effect in accordance with **Condition 4.1**, comprise part of the definition of the **Premises** under the **Contract**; and
- (c) the **Contract** will continue in full force and effect in relation to the other property or properties comprising the **Premises** which have not been withdrawn or incorporated pursuant to **Condition 4**

5. THE CHARGES

5.1 The **Charges** payable by **you** for the **Services**, and the basis on which those **Charges** will be calculated by **us**, are set out in the **Charging Statement**. Any discounts that **we** have agreed to provide against the rates set out in the **Charging Statement** will be applied if and to the extent expressly stated in the **Contract Schedule** and will be subject to any restrictions on the period of that discount and/or any other conditions that are stated in the **Contract Schedule**.

5.2 **We** review **our Charges** (and/or the basis on which **our Charges** are calculated) at least once per year. **We** will publish details of any changes to the **Charging Statement**, before the changes take effect, on **our Website** and **we** will also provide **you** with notice of any such changes. Any changes to **our Charges** (and/or the basis on which **our Charges** are calculated) will have effect from the date stated on **our Website**.

5.3 In addition to **our** rights under **Condition 5.2**, **we** may amend any of the **Charges** payable by **you**, and/or amend any discounts **we** have previously agreed to provide against the rates set out in the **Charging Statement**, in the event that there is any increase in any of the **Wholesale Charges** at any time during the term of the **Contract**.

Any amendment to the **Charges** and/or to any discounts that is made by **us** pursuant to this **Condition 5.3** will (i) be notified to **you** in writing, (ii) will take effect from the date specified in our notice to **you** and (iii) will be proportionate to the increase in the relevant **Wholesale Charges** since the **Contract Date**, or, if applicable, since the last date of any amendment made by **us** pursuant to this **Condition 5.3**.

5.4 In addition to **our Charges**, **you** will reimburse us for **our** reasonable costs, expenses, charges, losses and liabilities if **you** fail to comply with **your** obligations and responsibilities under the **Contract**. These costs, expenses, charges, losses and liabilities may include, without limitation, any costs, expenses, charges, losses and/or liabilities incurred by **us** or **our** agents, contractors or representatives in connection with:

- (a) recovering unpaid **Charges** and other amounts properly due by **you**, including, but not limited to, costs of enforcement and legal and professional costs and expenses;
- (b) visiting any **Premises** because **you** have failed to comply with the terms of the **Contract**;
- (c) **you** failing to keep an agreed appointment at any **Premises**;
- (d) **you** failing to provide access to any **Premises** in accordance with **Condition 10**; and/or
- (e) any unauthorised removal of, obstruction of, damage to and/or tampering with a meter or metering equipment and/or in connection with fitting a device to a meter or metering equipment.

5.5 All of the **Charges** (and certain other amounts due under the **Contract**) will, where applicable, also have UK tax or duty charged on them, including (where applicable) VAT at the then-current rate. The **Charges** are stated exclusive of applicable UK taxes, duties and levies and **you** agree that **you** will pay to **us** all UK taxes, duties or levies due in addition to the **Charges** and other amounts due under the **Contract**.

5.6 In the event that **we** agree to provide any services to **you** in addition to those **Services** that are specifically described in the **Contract Schedule**, then (unless the relevant services are covered under a separate contract between **you** and **us**):

- (a) where a price and/or rate for the provision of the relevant services is set out in the **Charging Statement**, **you** will pay **Charges** for those services calculated in accordance with the **Charging Statement**; and
- (b) where a price and/or rate for the provision of the relevant services is not set out in the **Charging Statement**, **you** will pay **Charges** for those services calculated at the final price and/or rate that is invoiced by **us** to **you** in relation to those services. For the avoidance of any doubt, any quotes or estimates that are given to **you** in relation to the **Charges** for such services shall be indicative only and shall not be fixed and binding on **us** (unless **we** expressly state to the contrary in writing at the time **we** offer to provide the relevant services

5.7 Without prejudice to **our** rights under **Condition 1.4**, **Condition 5.2** and **Condition 5.3**, if the **Water Industry Commission for Scotland** makes a determination or takes any other regulatory action which impacts **us** such that the economic basis on which **we** provide licensed services under the terms set out in the **Contract** is adversely affected, **we** shall be entitled to amend the terms of this **Contract** at any time on or after the date on which any such determination or other regulatory action takes effect, so that **we** are put in the same economic position as **we** would have been had the impact not occurred. **We** shall give **you** not less than twenty **Business Days**' notice in writing of any such amended terms. If **you** do not wish to continue with this **Contract** on such amended terms, **you** may terminate this **Contract** on giving not less than twenty **Business Days**' notice in writing to **us**.

6. INVOICING

6.1 **We** will issue invoices in respect of the **Charges** due under the **Contract** in accordance with this **Condition 6**.

6.2 **We** will issue invoices for the **Charges** at the frequency stated in the **Contract Schedule**, or, if no frequency is stated, **we** will issue invoices at six-monthly intervals.

6.3 **We** are entitled to issue invoices for (i) any **Charges** due by **you** for additional services pursuant to **Condition 5.5** and/or (ii) costs, expenses, losses and/or liabilities due by **you** pursuant to **Condition 5.4**, in each case at any time at **our** discretion.

6.4 Without prejudice to **Condition 6.2** and **Condition 6.3**, **we** are entitled to send **you** an invoice (or adjust any invoice **we** have already sent **you**):

- (a) if any previous invoice was based on an estimate and the actual **Charges** payable by **you** are lesser or greater than the estimated amount set out in that invoice;
- (b) if **you** let **us** know about any reassessment of the rateable value of any **Premises**, including, without limitation, resulting from any change of use, extension or addition to those **Premises**;
- (c) if **we** become aware of any reassessment of the rateable value of any **Premises**;
- (d) if any additional **Premises** are incorporated into the **Contract** pursuant to **Condition 4.1**;
- (e) if **you** have not paid charges for services which **we** have supplied to the **Premises** or any other premises previously owned or occupied by **you**;
- (f) if **we** are required, by law, to include any additional charges, levies or other amounts on **your** invoice and/or the relevant **Charges** or other amounts; and/or
- (g) in the circumstances described in **Condition 7.10**.

7. PAYMENT

7.1 **You** agree to pay invoices for the **Charges** and any other amounts due under the **Contract** to **us** in accordance with this **Condition 7**.

7.2 **You** agree that **you** will pay invoices by the payment method specified in the **Contract Schedule**. If no payment method is specified in the **Contract Schedule**, **you** will pay your invoices by direct debit (unless **we** agree otherwise with **you** in writing). **We** can charge **you** for any payments made by credit card or debit card.

7.3 Unless stated to the contrary in the **Contract Schedule**, all invoices are due for payment in full on the date they are issued by **us**.

7.4 If **you** do not pay any invoice in accordance with this **Condition 7**, **we** can charge **you** interest at the rate of 4% a year above the **Bank of England** base rate in force, from the date of the original invoice until the date that the invoice (and any accrued interest) is paid in full.

7.5 Without prejudice to **our** other rights and remedies under the **Contract** and/or at law, **we** will be entitled to initiate the procedures set out in the **Disconnections Document** in the event that **you** fail to pay any invoices in accordance with these **Conditions**.

7.6 All payments due by **you** to **us** will be paid without any deduction, withholding or set-off whatsoever by **you**.

7.7 If **you** pay **your** invoices 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 **Contract**. **We** do not have to give **you** notice to do this and the change will take place immediately. If **your** bank fails to honour a payment because **you** do not have enough money in **your** account, **we** may change the required payment arrangements immediately. **You** will then be legally responsible for paying all **Charges** and other amounts in line with the new payment arrangements, together with all other costs **we** have to pay in connection with the new arrangements.

7.8 If **we** supply **you** with both water and waste water services and the **Contract** with **you** ends for either of them, **you** will continue to pay the relevant **Charges** for the supply of the relevant **Services** which still continues.

7.9 If **we** supply **you** with both water and waste water services and **you** make a payment but do not tell **us** that it relates to particular **Charges**, and that payment is not enough to cover all charges due, **we** will use your payment in the following order:

- (a) to pay **Charges** for water or **waste water services** which are still due twenty-one **Business Days** or more after the date of our invoice (paying the oldest debt first);
- (b) **we** then use any amount equally between water and **waste water services Charges** until the **Charges** for both are fully paid; and
- (c) if there is any amount left over, **we** use it to pay any **Charges** or other amounts which are still owed.

7.10 If any of the information supplied by **you** to **us** and which **we** use for preparing any rates of the **Charges** (and/ or for determining the discounts (if any) **we** have offered to **you**) is untrue, incomplete or inaccurate, **we** will be entitled (on giving **you** notice) to vary those rates of the **Charges** and/or remove any discounts with effect from the date that **we** commenced the supply of the relevant **Services** to **you**.

7.11 A certificate signed on **our** behalf by one of **our** directors shall, except in the case of manifest error, be conclusive evidence of the **Charges** and other amounts due by **you** to **us** under the **Contract**.

7.12 **Your** obligations to pay invoices rendered by **us** in accordance with these **Conditions** will survive termination of the **Contract**.

8. REFUNDABLE DEPOSITS AND OTHER SECURITY

8.1 At any time, **we** may ask **you** to pay a refundable deposit or provide another form of security to **us** (including, but not limited to, a letter of credit, parent company guarantee, performance bond and/or escrow accounts/arrangements).

8.2 Where a refundable deposit or other form of security is required by **us** as a condition of us starting to provide the **Services** at any **Premises** (including, but not limited to, where the requirement for such refundable deposit or other form of security is stated in the **Contract Schedule**), **we** will not start to provide the **Services** at the relevant **Premises** unless and until **you** provide the refundable deposit or other required form of security to **us**.

8.3 Where a refundable deposit or other form of security is required by **us** at any time after **we** have started to supply the **Services** at any **Premises**, **you** must pay the refundable deposit or provide the required form of security to **us** within ten **Business Days** of **our** request. If **we** do this, **we** will explain the reason why **we** are asking for it. If **you** do not pay a refundable deposit when **we** ask, **we** may disconnect **your** supply in accordance with **Condition 11**.

8.4 **We** will hold, and (if applicable) repay, any refundable deposit in the way explained in **our** request to **you**. However, **we** can use **your** refundable deposit, including any interest, to pay **Charges** or other amounts **you** owe to **us** under the **Contract** (including, but not limited to, under **Condition 5.4**).

8.5 **We** can use any amounts recovered by **us** pursuant to any form of security that is required by **us** in order to pay **Charges** or other amounts **you** owe to **us** under the **Contract** (including, but not limited to, under **Condition 5.4**).

9. METERS

9.1 If any **Premises** are metered, **we** will ask **you** to give **us** meter readings (unless **we** have expressly agreed in writing that **we** will take meter readings at the **Premises**). If **you** fail to provide a meter reading when **we** ask, **you** will allow **us** (or one of **our** agents or representatives) to take a meter reading.

9.2 **You** agree to **us** making any arrangements needed on **your** behalf in connection with the **Services**, including (but not limited to) installing, maintaining, testing, repairing, replacing, removing, disconnecting and reconnecting meters and metering equipment. If **we** need the permission of someone else (for example, if **you** are a tenant under a lease, permission from the landlord) so **we**, **Scottish Water** and/or **MeterCo** (and **our** and their respective employees, representatives and agents) can carry out any work in connection with the **Services**, **you** must get that permission (and pay any costs involved). If **we** ask, **you** must show us proof that **you** have this permission.

9.3 Unless **we** agree otherwise in writing, the meter and metering equipment will be provided by and remain the property of **Scottish Water** or **MeterCo** and **you** must not remove the meter or the metering equipment. **You** must take reasonable care to keep the meter and metering equipment free from obstruction or damage (including damage by frost) and interference. Unauthorised tampering with a meter is an offence under section 35 of the Water (Scotland) Act 1980 and carries a fine if **you** are convicted of the offence. If **you** fit any device to a meter or metering equipment, including a data logger, **you** must give **us** details of that device.

9.4 If damage to a meter or metering equipment is caused by frost, or by any device **you** have fitted to the meter or metering equipment, or by anyone other than **us** or **Scottish Water** or **MeterCo** or **our** or their employees or agents, **we** may recover from **you** any loss of charges **we** suffer as a result of that damage. For this purpose, **we** will assess the amount of charges lost during the period of damage by referring to the most recent average daily use at the **Supply Point** before the meter stopped recording usage accurately.

9.5 **We** are not responsible for:

- (a) any faults in a meter or metering equipment which **we**, or **Scottish Water** or **MeterCo** do not own or have not provided, or for any resulting loss, cost, damage or injury;
- (b) any faults in a meter or metering equipment resulting from **you** fitting any device to or tampering with that meter or metering equipment;

- (c) any loss, cost, damage or injury resulting from **you** fitting any device to or tampering with a meter or metering equipment; or
- (d) any loss, cost, damage or injury resulting from installing a meter or metering equipment, unless the meter or metering equipment is installed by **us** or **our** employees or agents.

10. ACCESS TO YOUR PREMISES

10.1 At all reasonable times, **you** must allow **us**, **Scottish Water** and/or **MeterCo**, and our and their employees, representatives or agents, safe and unobstructed access (by vehicle in appropriate cases) to any **Premises** covered by the **Contract**, and to the meter, metering equipment and associated pipework to:

- (a) do any thing in connection with a meter, metering equipment and associated pipework, including, but not limited to, reading, inspecting, testing, repairing, exchanging, installing, disconnecting, removing or reconnecting a meter, metering equipment or associated pipework;
- (b) disconnect **your** supply;
- (c) disconnect the supply of another customer with whom **you** share that supply;
- (d) get back the meter or other equipment **we** or **Scottish Water** or **MeterCo** own (if you stop receiving a supply from **us**);
- (e) inspect or test a meter or connection not owned or provided by or for **us** or **Scottish Water** or **MeterCo**;
- (f) allow **us** to comply with the **Disconnections Document**, **our Licences**, the **Codes**, the **Directions** and/or the **Contract**;
- (g) sample water quality; or
- (h) sample or monitor trade effluent.

10.2 Without prejudice to **Condition** 10.1, **we** are entitled to have immediate access to any **Premises** at any time if:

- (a) there is danger to life, health or property in connection with the supply; or
- (b) **we** need access by law.

10.3 **You** are responsible for notifying **us** of **your** reasonable health and safety requirements in relation to the rights of access to **your Premises** as set out in this **Condition** 10.

11. DISCONNECTIONS AND RECONNECTIONS

11.1 **We** can temporarily disconnect **your** supply of water services to any **Premises**, in accordance with the **Disconnections Document**, if:

- (a) **you** do not pay an amount properly due for relevant **Services** (in which case **we** will issue **you** with a **Disconnection Warning Notice**);
- (b) **you** do not allow **us**, **Scottish Water** and/or **MeterCo** (or **our** or their respective employees, representatives and agents) access to a water meter (in which case **we** will issue **you** with a **Disconnection Warning Notice**);
- (c) **you** refuse to provide a refundable deposit (in which case **we** will issue **you** with a **Disconnection Warning Notice**);
- (d) **you** do not comply with any **Scottish Water Byelaws**; or

- (e) **you** ask **us** to disconnect **your** supply on a temporary basis, for example if the relevant **Premises** are being refurbished.

If **we** do disconnect **your** supply temporarily, **you** must pay the appropriate disconnection charge. **We** will not be obliged to provide any of the relevant **Services** to **you** during any period of temporary disconnection, but **you** will be required to continue to pay to **us** (throughout the period of temporary disconnection) the relevant **Charges** set out in the **Charging Statement** which apply during any period of temporary disconnection.

11.2 **We** can temporarily disconnect **your** supply of trade effluent services, if **you** have one, at any **Premises** in accordance with the **Disconnections Document** if:

- (a) **you** do not pay an amount properly due for waste water services (in which case **we** will issue **you** with a **Disconnection Warning Notice**);
- (b) **you** refuse to provide a refundable deposit (in which case **we** will issue **you** with a **Disconnection Warning Notice**);
- (c) **you** do not comply with any consent needed for trade effluent;
- (d) **you** do not comply with any **Scottish Water Byelaws**; or
- (e) **you** ask **us** to disconnect your supply on a temporary basis, for example if the relevant **Premises** are being refurbished.

If **we** do temporarily disconnect your supply of trade effluent services, **you** must pay the appropriate disconnection charge. **We** will not be obliged to provide any of the relevant **Services** to **you** during any period of temporary disconnection, but **you** will be required to continue to pay to **us** (throughout the period of temporary disconnection) the relevant **Charges** set out in the **Charging Statement** which will apply during any period of temporary disconnection.

11.3 **We** can permanently disconnect **your** supply of water services or, if applicable, trade effluent services to any **premises**, in accordance with the **Disconnections Document**, if:

- (a) **you** illegally use, or **we** suspect the illegal use of, water or waste water services (if the illegal or suspected illegal use is of water services, **we** will disconnect your supply of water services and if the illegal or suspected illegal use is of waste water services, **we** will disconnect your supply of trade effluent services (if **you** have one));
- (b) **you** ask **us** to disconnect **you** on a permanent basis, for example, if the relevant **Premises** are being demolished; or
- (c) **we** have disconnected **you** on a temporary basis (whether in relation to **your** water or **your** trade effluent services) for three months or more, in which case the disconnection automatically becomes permanent. If **we** permanently disconnect any **Premises**, the **Contract** with **you** for those **Premises** will end at the date of disconnection, apart from charges and responsibilities due by **you** at that time, including, but not limited to, the appropriate disconnection charge and any outstanding **Charges** and other amounts due by **you** under the **Contract**.

11.4 If **we** have disconnected your supply of water services to any **Premises** or, if they apply, trade effluent services:

- (a) on a temporary basis due to non-payment, denying access to a water meter or failure to provide a refundable deposit, and **you** ask us to reconnect **your** supply, **we** will do so as long as the situation leading to disconnection has been dealt with (to **our** satisfaction) and **you** have paid the appropriate reconnection fee;
- (b) on a temporary basis for not keeping to **Scottish Water Byelaws** or any consent needed for trade effluent, and **you** ask us to arrange for **your** supply to be reconnected, **we** will do so as long as **Scottish Water** is satisfied that the problem has been resolved and **you** have paid the appropriate reconnection fee;

- (c) on a temporary basis after **you** asked **us** to disconnect **your** supply, and **you** ask **us** to arrange for your supply to be reconnected, **we** will do so as long as **you** have paid the appropriate reconnection fee; or
- (d) on a permanent basis, **you** must apply for a new connection to the water or sewerage network.

We will not be obliged to recommence the provision of the relevant **Services** following a temporary disconnection in the circumstances referred to in **Condition** 11.4(a), (b) or (c) unless and until all of the conditions set out in **Condition** 2.1(a) to (c) have been met in respect of the relevant **Premises**. Unless **you** and **we** agree otherwise in writing, any recommencement of supply of the **Services** following temporary disconnection pursuant to **Condition** 11.4(a), (b) or (c) will be on and subject to the same terms of the **Contract** that applied immediately prior to the temporary disconnection.

12. ENDING THE CONTRACT

12.1 Without prejudice to **our** and **your** rights under this **Condition** 12, the **Contract** will commence on the **Contract Date** and will continue until:

- (a) subject to **Condition** 12.2, the **End Date** (if any) specified in the **Contract Schedule**; or
- (b) if no **End Date** is specified in the **Contract Schedule**, until the **Contract** is brought to an end in accordance with the terms of the **Contract**.

12.2 If an **End Date** is specified in the **Contract Schedule**, and **you** or **we** have not brought the **Contract** to an end (in accordance with the terms of the **Contract**) on or prior to the **End Date**, then:

- (a) **we** will continue to provide the **Services** to **you** after the **End Date** until the **Contract** is brought to an end by **you** or **us** in accordance with the terms of the **Contract**; and
- (b) any continuation of the **Services** after the **End Date** pursuant to **Condition** 12.2(a) will be on the terms of the **Contract**, with the exception that **we** will be entitled to amend the **Charges** payable by **you** and/or to amend or remove any discounts previously offered to **you** on providing notice to **you**. Any amendments notified to **you** pursuant to this **Condition** 12.2(b) will take effect from the **End Date**.

12.3 Without prejudice to **your** rights under **Condition** 4.2, if **you** cease to own or occupy all of the **Premises**, **you** may end the **Contract** (in its entirety) by notifying **us** in writing at least ten **Business Days** before **you** cease to own or occupy all of the **Premises**. If:

- (a) **you** fail to provide **us** with notice in accordance with this **Condition** 12.3; or
- (b) by the proposed termination date stated in **your** notice under this **Condition** 12.3, another water services provider has not been **Registered** in respect of all of the **Premises** or **we** have not commenced the supply of the relevant services at all of the **Premises** to the new owner or occupier of the **Premises** under a separate contract;

the **Contract** shall continue (and, for the avoidance of any doubt, **you** will continue to pay all **Charges** and other amounts due under the **Contract**) in respect of all of the **Premises** until another water services provider is so **Registered** or, if earlier, **we** commence the provision of the relevant services to the new owner or occupier of all of the **Premises** under a separate contract.

12.4 Without prejudice to **your** rights under **Condition** 4.2 and **Condition** 12.3, **you** may end the **Contract** by giving **us** not less than twenty **Business Days**' notice. The **Contract** will come to an end on expiry of the twenty **Business Days**' notice (or such later date as is stated in **your** notice). If **you** do not provide **us** with notice in accordance with this **Condition** 12.4, the **Contract** will continue (and **you** will continue to be legally responsible for paying any **Charges** and other amounts due under the **Contract**) until **you** do comply with this **Condition** and the **Contract** comes to an end.

12.5 Any notice served by **you** pursuant to **Condition** 12.4 must specify whether **you** want to end the **Contract** for supplying water services only, or supplying waste water services only, or both. If **you** wish to

end the **Contract** for only one of those services, the **Contract** will continue (in accordance with its terms) in relation to the other service.

12.6 If **you** do not give **us** an accurate final meter reading when **you** bring the **Contract** to an end, **we** will be entitled to invoice **you** for the difference between the meter reading upon which **we** based the final invoice (or the final estimated invoice) and the next meter reading.

12.7 If **we** disconnect **your** supply permanently in accordance with **Condition** 11.3, the **Contract** will end automatically on the date of disconnection.

12.8 Without prejudice to **Condition** 12.7, **we** will be entitled to terminate the **Contract** immediately at any time on providing notice to **you** if **we** have ceased or will cease to hold any of **our** Licences and/or if **we** have ceased or will cease to hold or to be a party to any other licence or any **Consent**, agreement and/or approval necessary to allow **us** to provide the **Services**, and the **Contract** will terminate upon the date stated in **our** notice.

12.9 Where **we** have supplied the **Services** to **you** at a discount to any of the tariffs set out in the **Charging Statement** in consideration of the anticipated term of the **Contract**, and the **Contract** is terminated (in respect of any **Premises**) prior to the specified **End Date** by **you** (for any reason), or by **us** pursuant to **Condition** 12.7, **we** shall be entitled to recover from **you** the cumulative discount (if any) from the tariffs set out in the **Charging Statement** that has been applied by **us** in consideration of the anticipated term of the **Contract** in respect of the period from the date that **we** commenced the supply of the **Services** to **you** until the effective date of termination (or termination in respect of the relevant **Premises**).

12.10 If the **Contract** comes to an end for any reason, neither **you** nor **us** will lose any rights which **you** or **we** have respectively accrued at that point and, for the avoidance of any doubt:

- (a) **your** obligations to pay invoices rendered by **us** in accordance with these **Conditions** will continue after the **Contract** comes to an end; and
- (b) **we** will no longer be obliged to provide the **Services** or any other services to **you**.

12.11 Unless otherwise agreed between **you** and **us**, any supply by **us** of water and/or waste water services to **you** that takes place after the date that the **Contract** comes to an end shall be subject to the **Conditions**.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE

13.1 The **Service Standards** set out certain minimum standards that **we** have agreed to meet when providing the relevant **Services**. If **we** fail to meet those standards, **we** will pay compensation to **you** if and to the extent **we** are required to do so under the terms of the **Service Standards** and these **Conditions**. **Our** liability to **you** for any failure to comply with any of the standards set out in the **Service Standards** (and for any breach, default, failure or other matter that has given rise to **our** failure to comply with the **Service Standards**) shall be limited to payment of the relevant sum specified in the **Service Standards**. **You** acknowledge that (unless expressly stated to the contrary in the **Service Standards**) **we** will not be obliged to make any compensation payments to **you** pursuant to this **Condition** 13.1 where **you** have not made a valid request to us for the relevant compensation payment within three months of the date of occurrence of the relevant failure.

13.2 Without prejudice to **our** obligations to pay compensation to **you** under and in accordance with **Condition** 13.1, and subject to **Condition** 13.5, **we** will not have any liability to you (or to any of your officers, employees, agents and/or representatives) for:

- (a) any loss of revenue, loss of profit, loss of contract, business interruption or any consequential or indirect loss, however it is caused, even if it could have reasonably been foreseen, and whether it is caused by **our** negligence or not; and/or
- (b) any other loss or damage (including for lack of, or defective quality of, water), except for loss or damage arising as a direct result of our negligence or deliberate misconduct or that of any person for whose acts **we** are legally responsible.

13.3 Subject to **Condition** 13.2(a) and to **Condition** 13.5, if **you** suffer loss or damage arising as a direct result of **our** negligence or deliberate misconduct (or that of any person for whose acts **we** are legally responsible), or if any other provision of this **Condition** 13 is found by a Court of competent jurisdiction to be ineffective, our maximum aggregate liability under the **Contract** will not exceed an amount of £50,000 for each incident or series of related incidents.

13.4 Without prejudice to **our** obligations to pay compensation to **you** under and in accordance with the **Condition** 13.1, and subject to **Condition** 13.2 and to **Condition** 13.3, if any act or failure to act by **Scottish Water** (and/or any of their respective employees, representatives and agents) causes any loss or damage to **you**, our liability to **you** (if any) will not exceed the amount (if any) that **we** recover from **Scottish Water**.

13.5 Nothing in the **Contract** will exclude or limit **our** liability for death or personal injury resulting from **our** negligence or that of any of **our** officers, employees or agents.

13.6 If the **Contract** comes to an end in accordance with **Condition** 12, this **Condition** 13 will continue to apply.

14. USE OF INFORMATION

For the purposes of this clause 14, the following definitions apply:

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.

GDPR: General Data Protection Regulation ((EU) 2016/679).

14.1 **Condition** 14 together with **our** Privacy Policy, available at 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 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, Sensitive 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.

14.2. **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:

14.2.1. to create, defend or enforce legal and/or contractual rights, including in connection with any legal proceedings; and/or

14.2.2. to promote and/or protect the health and safety of the public (including in an emergency situation) or in the interests of national security.

14.3. **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:

14.3.1. With the Wholesaler and/or any other person that is engaged by the Wholesaler in connection with the provision of the Services to **you**;

14.3.2. With Market Operator Services Limited, the company whose functions include facilitating the choice of supplier for non-household customers;

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

14.3.4. **Our** professional advisors.

14.4 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 and representatives (as applicable).

14.5 Without prejudice to the generality of clauses 14.1-14.4, **we** shall in relation to any Personal Data processed in connection with the performance of **our** obligations under this **Contract**:

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

14.5.2 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;

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

14.5.4 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;

14.5.5 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;

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

14.5.7 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;

14.5.8 maintain complete and accurate records and information to demonstrate our compliance with this clause 14, and allow for audits by **you** or **your** designated auditor; and

14.5.9 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.

14.6 **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.

15. GENERAL

15.1 **You** are not permitted to assign, novate, delegate, sub-contract or otherwise transfer any of **your** rights and/ or obligations under the **Contract** without **our** express prior written consent. **We** may assign, novate, delegate, sub-contract or otherwise transfer any of **our** rights and/or obligations under the **Contract** to any other person (without **your** consent) on providing notice to **you**.

15.2 Nothing in the **Contract** shall prejudice or affect our rights, powers or obligations under any law, licence, regulation, direction or order for the time being in force.

15.3 If **we** are unable to carry out any of our obligations under the **Contract** as a result of an **Event Beyond Our Control**, the **Contract** shall continue but, unless otherwise expressly provided for in the **Contract**, **our** obligations shall be suspended (without any liability by **us** to **you**) for the period that such **Event Beyond Our Control** continues.

15.4 Any delay or failure by **us** in exercising any of **our** rights or remedies under the **Contract** will not be deemed to mean that **we** have waived such rights or remedies. Any waiver by **us** of any of **our** rights or remedies under the **Contract** must be in writing and signed by one of **our** authorised representatives.

15.5 Each of the **Conditions** of the **Contract** operates separately. If any court or relevant authority decides that any **Condition** (or any part of a **Condition**) is unlawful, the remaining **Conditions** (and the unaffected part of the relevant **Condition**) will remain in full force and effect.

15.6 The **Contract** is between **you** and **us**. No other person shall have any rights to enforce any of the terms of the **Contract** against **us**.

15.7 **We** may serve any notice in connection with the **Contract**:

- (a) by addressing the notice to **you** and leaving it at **your** last known address or place of business (or in the case of a company or limited liability partnership, at its registered office) or at any of the **Premises** covered by the **Contract** (and any notice served by **us** in such a manner shall be deemed to have been received by **you** on the next **Business Day** after the date it is left at the relevant address); or
- (b) by addressing the notice to **you** and sending it by post to **your** last known address or place of business (or in the case of a company or limited liability partnership, at its registered office) or at any of the **Premises** covered by the **Contract** (and notices served by **us** in such a manner shall be deemed to have been received by **you** two **Business Days** after the date it is posted to the relevant address); or
- (c) by addressing the notice to **you** and sending it by fax to **your** last known fax number or by email to **your** last known email address (and any notice served by **us** in such a manner shall be deemed to have been received by **you** on the next **Business Day** after the date it is sent to the relevant fax number or email address).

15.8 **You** may serve any notice in connection with the **Contract** by leaving it at, or posting it to, the address specified below, marked for the attention of **our** Managing Director:

NWG Business Limited
Northumbria House
Abbey Road
Pity Me
Durham
DH1 5FJ

or such other address as **we** may specify for this purpose from time to time (and any notice served by **you** to **us** either by post or by leaving it at the relevant address shall be deemed to have been received by **us** two **Business Days** after the date it is left at or posted to the relevant address).

15.9 The **Contract** constitutes the entire agreement between **you** and **us** with respect to the subject matter of this **Contract** to the exclusion of any other terms and conditions. Without prejudice to **Condition** 7.10, the **Contract** supersedes and replaces any prior written or oral agreements, representations (excluding fraudulent or negligent misrepresentations) and/or undertakings between **you** and **us**. For the avoidance of any doubt, this **Contract** applies to the exclusion of any other terms that **you** may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

15.10 The **Contract Schedule** may be executed in any number of counterparts and by each of the parties in separate counterparts. Where the **Contract Schedule** is executed in counterparts, the **Contract** will not take effect until each of the counterparts has been delivered in accordance with **Condition** 15.11 or **Condition** 15.12 (as applicable).

15.11 In the case of a counterpart signed by **you**, that counterpart will be deemed to have been delivered on the earlier of:

- (a) two **Business Days** after **you** post the signed counterpart to **us** at the address specified in **Condition** 15.8; or
- (b) transmission of the signed counterpart by email (in PDF, JPEG or other standard image format) to **us** at the following e-mail address: **customer.services@nwgbusiness.co.uk**.

15.12 In the case of a counterpart signed by **us**, that counterpart will be deemed to have been delivered on the earlier of:

- (a) two **Business Days** after **we** post the signed counterpart to **you** at the address given for **you** in the **Contract Schedule**; or
- (b) transmission of the signed counterpart by e-mail (in PDF, JPEG or other standard image format) to **you** at the e-mail address given for **you** in the **Contract Schedule**.

15.13 The **Contract** will be governed and construed in accordance with the laws of Scotland, and **you** and **we** agree that the Scottish Courts will have exclusive jurisdiction to determine any disputes arising out of and/or in connection with the **Contract**.

16. DEFINITIONS AND INTERPRETATION

16.1 Unless the context requires otherwise, the terms listed below in this **Condition** 16 shall have the meanings given to them in this **Condition** 16.1 when they are used in bold and italic type in these **Conditions**.

Act means the Water Services etc (Scotland) Act 2005.

Business Day means any day other than a Saturday or Sunday or a bank holiday in Scotland under the Banking and Financial Dealings Act 1971.

Charging Statement means the tariff of charges set out in the Default Maximum Tariffs.

Codes means, together, the **Market Code** and the **Operational Code**.

Conditions means all of the terms and conditions set out in this document.

Condition means an individual condition within this document.

Connection Point means in relation to any **Supply Point**, the point at which the private pipework supplying water for the **Supply Point** connects to the public water supply system.

Consents means all permissions, consents, approvals, certificates, permits, licences and authorisations of any authority and/or **Regulatory Body** required for the performance of **our** obligations under the **Contract Documents** (and Consent shall be construed accordingly).

Contract means the agreement between **you** and **us** in respect of the provision of the **Services**, comprising of the **Contract Documents**.

Contract Date means the date on which **we** agree that **we** will provide the **Services** to **you** on the terms of the **Contract**, which shall be the date stated as such in the **Contract Schedule** or, if no contract date is stated in the **Contract Schedule**, shall be that date on which **we** first supply any **Services** to **you** under the **Contract**.

Contract Documents means the documents listed in **Condition** 1.2 (together with such other documents that may be appended to or expressly incorporated by reference within any of the documents listed in **Condition** 1.2).

Contract Schedule means the order form, schedule, proposal or other document that is agreed and signed by both **you** and **us** and which refers to and/or incorporates these **Conditions** by reference.

Default Maximum Tariffs the tariff of maximum amounts that water and sewerage service providers can charge for **Default Services**, as published by or on behalf of the Water Industry Commission of Scotland from time to time.

Default Services means the services which are described as the default services in the Directions.

Default Standards means the standards which water and sewerage service providers must meet for **Default Services**, as described in the **Directions**.

Directions means the **Directions** Issued to Licensed Providers Pursuant to Standard Licence Condition B1 by the **Water Industry Commission for Scotland** (or any other direction which amends, replaces or adds to, or is made for the same subject matter as that direction).

Disconnections Document means the document designated as such under the Water Services (Codes and Services) Directions 2007 (or any other direction which amends, replaces or adds to, or is made for the same subject matter as that direction) which contains:

- (a) the code made by the Water Industry Commission for Scotland under section 19 of the **Act**; and
- (b) other material relating to disconnections;

as in force from time to time.

Disconnection Warning Notice means the notice that **we** have to send **you** in certain circumstances before we disconnect your supply. The form and content of this notice is set by the Scottish Ministers under section 18(3) of the **Act**.

Eligible Property means:

- (a) in terms of supplying water, premises which are (or are to be) connected to the public water supply system; and
- (b) in terms of providing sewerage or sewage disposal, premises which are (or are to be) connected to the public sewerage system,

in each case 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).

End Date means the end date (if any) for the **Contract** that is stated in the **Contract Schedule**.

Event Beyond Our Control means any event or circumstance(s) beyond our reasonable control.

Licences means the water services licence and the sewerage services licence granted to us under the **Act**.

Market Code means the code designated as such under the Water Services (Codes and Services) Directions 2007 (or any other direction which amends, replaces or adds to, or is made for the same subject matter as that direction), as in force from time to time.

MeterCo means any organisation which may be set up, whether by **Scottish Water** or otherwise, to own, operate, lease, manage or maintain meters or metering equipment.

Operational Code means the code designated as such under the Water Services (Codes and Services) Directions 2007 (or any other direction which amends, replaces or adds to, or is made for the same subject matter as that direction), as in force from time to time.

Premises means the property or properties in respect of which we have agreed to provide the relevant **Services** under the **Contract**, as listed in the **Contract Schedule** (subject to the addition or removal of any property or properties in accordance with **Condition 4**).

Registered means that all authorisations and registrations required under the **Act** (including under the **Codes**) in order to commence the supply of water and/or **waste water services** to a property have been obtained and that the relevant **Supply Point** has been registered with us under the **Market Code** (or, where the context requires, another water services provider), and **Registration** shall be construed accordingly.

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 (including, without limitation, the Central Market Agency Limited and the **Water Industry Commission of Scotland** (and their respective statutory successors).

Scottish Water means the organisation with that name set up under section 20 of the Water Industry (Scotland) Act 2002.

Scottish Water Byelaws means the byelaws in force from time to time and made by **Scottish Water** under section 70 of the Water (Scotland) Act 1980 to prevent waste, undue consumption, misuse or contamination of water.

Scottish Water Terms and Conditions means the schedule of terms and conditions in force and made by **Scottish Water** under section 55 of the Water (Scotland) Act 1980. It is on these terms and conditions that **Scottish Water** is prepared to supply water by meter or otherwise.

Services means the services that we have agreed to provide to you as described in the **Contract Schedule**.

Service Standards means the document **we** produce from time to time that contains information in relation to the standards of the relevant **Services** to be provided by **us**.

Special Condition means any special condition applicable to the Contract that is expressly set out in paragraph 4 of the **Contract Schedule**.

Supply Point means in terms of water services or **waste water services**, the supply point for a property which is **Registered** to **us** for providing water services or waste water services or trade effluent services.

waste water services means sewerage services and any related services that are provided by us pursuant to the sewerage licence granted to us under the **Act**.

Water Industry Commission for Scotland means the organisation with that name set up under section 1 of the Water Industry (Scotland) Act 2002.

Website means our website located at **www.nwgbusiness.co.uk** or at such other internet address as **we** may notify to **you** from time to time.

Wholesale Charges means the wholesale charges set out in the scheme (as amended or replaced from time to time) by **Scottish Water** which fixes the wholesale charges for the supply of water and sewerage services, as approved by the **Water Industry Commission for Scotland** and as required pursuant to section 29A of the Water Industry (Scotland) Act 2002;

we, us, our means NWG Business Limited, a company incorporated in England and Wales with company number 04047470, and having its registered office at Northumbria House, Abbey Road, Pity Me, Durham, DH1 5FJ.

you, your, Customer means the person(s) or body corporate identified as the customer in the **Contract Schedule**.

16.2 In these **Conditions**:

- (a) a reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party to these **Conditions** includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) **Condition** headings in this document are provided for information only and will not affect the interpretation of any **Condition**.