

# Standard Terms and Conditions

## Corporate Business Water and Sewerage Services – Version 4.4

### 1. Key words and phrases

- 1.1 In these terms and conditions, where we use the words:
  - (a) “you” or “your” we are referring to you, our customer;
  - (b) “we”, “us” or “our”, we are referring to Water Plus.
- 1.2 In these terms and conditions, we have used ordinary, easy to understand language. In places we have used abbreviations and have given certain words particular meanings. Where we have done this, the words and abbreviations start with capital letters and you can find out more information about them in the Glossary at clause 18.

### 2. Our services

- 2.1 We will supply one or more of the following services for each of your Sites, as set out in the Contract Agreement:
  - water supply services;
  - sewerage services;
  - trade effluent services;
  - automated meter reading (AMR) services;
  - consolidated billing;
  - data analytics;
  - billing agency services;
  - key account management; and
  - any other specified value added services.
- 2.2 We will provide the relevant Services to the Sites only where a water SPID or a waste SPID respectively is set out in the Site Data Sheet.
- 2.3 You agree and confirm that: (i) you are the owner or occupier of the Sites; (ii) all of the Sites are Eligible Sites; and (iii) you are authorised to enter into this Contract for the provision of the Services.

### 3. The contract period

- 3.1 The Contract will be binding from the date on which Both of Us have signed the Contract Agreement and shall cover the Contract Term stated in the Contract Agreement unless terminated early as set out in clause 10 below.
- 3.2 Provided we are able to complete the Switching Process (see clause 7), we will provide the Services from the beginning of the Contract Term.

### 4. Standards of service

- 4.1 We will provide the Services in accordance with Good Industry Practice and in a manner that complies with all Relevant Laws.

### 5. Our charges and invoices

- 5.1 We may provide you with an invoice or a statement at any time informing you of the charges payable by you. As a minimum, we will provide the number of invoices stated in the billing frequency section of the Contract Agreement.
- 5.2 Our invoices or statements may contain adjustments to our charges set out in previous invoices or statements including any unbilled charges in previous periods.
- 5.3 We may send you requests for payment in advance on invoices, statements, or payment plans based on estimated future consumption.
- 5.4 You agree to pay the amount requested by the due date stated and we will reconcile the advance payment with actual charges due in our invoices and statements.
- 5.5 If you request a copy of a bill, invoice, or statement that we have already issued to you we reserve the right to charge you for each document provided. This charge is detailed in the Pricing Schedule as updated from time to time.
- 5.6 If you request additional off cycle bills, invoices or statements, we reserve the right to charge you for each document provided. This charge is detailed in the Pricing Schedule as updated from time to time.

#### Calculation of our charges

- 5.7 You will pay our charges for providing the Services without deduction or set off at the rates set out in the Contract Agreement, we will be able to vary these charges as set out in these Ts&Cs.
- 5.8 In the event that the Contract is terminated during the Contract Term or if you fail to make payment of our charges or you fail to make payment of our charges by the method agreed in the Contract Agreement, you agree that:
  - (a) if you are on a ‘retail minus’ contract, any discount referred to in the Contract Agreement (e.g. a percentage discount from the Default Maximum Retail Tariff or percentage discount from the Relevant Regulated Tariffs) shall no longer apply;
  - (b) if you are on a ‘wholesale plus’ contract, the charges specified in the Contract Agreement as being a percentage above the wholesale charges shall no longer apply and instead the Relevant Regulated Tariff shall apply;

- (c) where the Contract is terminated, the Default Maximum Retail Tariff shall apply from the date of termination;
  - (d) our charges for the Services provided during the entire Contract Term shall be payable by you at the full Default Maximum Retail Tariffs or Relevant Regulated Tariff as applicable from time to time;
  - (e) we will be able to adjust our charges retrospectively to give effect to the change in the applicable charging rate; and
  - (f) we may charge you and you agree to pay any previously unbilled amounts as a result of this change in charging rate;
- 5.9 If you notify us that you wish to terminate the contract prior to the Switch to us being completed (for example if you sign a contract with another supplier who then blocks the Switch to us) we may charge you a reasonable fee, payable on demand, in respect of administration costs we incur up to the date of, or arising out of, the termination.
- 5.10 We may charge you a reasonable sum as compensation for our costs of installing any AMR or other equipment at your Site(s). Further detail on the nature of these charges may be included in the Contract Agreement.
- 5.11 Where our charges are based on the volume of water used:
- (a) if AMR services are provided, this will be used to calculate the volume of water used;
  - (b) if AMR services are not provided:
    - i. we will use reasonable endeavours to read the water meter at your Sites to calculate the volume of water used or we will accept meter reads that you provide to us;
    - ii. we will endeavour to take at least one actual reading in each year of the Contract or more if required by Relevant Laws; and
    - iii. if we do not obtain an actual meter reading, we will be entitled to estimate the volume of water used at our discretion and may use an estimated meter reading as the basis for calculating our charges;
  - (c) where estimated meter readings are used to calculate our charges, an adjustment will be made to our charges when an actual meter reading is next used to calculate the charges; and
  - (d) where accurate meter readings are not available (e.g. due to a fault with the meter), we may calculate our charges by reference to average daily consumption recorded at the relevant Site during periods that we reasonably believe to best reflect consumption over the affected period and during which accurate meter readings are available.
- 5.12 Where our charges are based on the rateable value of a Site or the chargeable area of the Site, you will inform us of any change to the Site area or any change in the assessment of the

rateable value of the Site and the date the change came into effect within 30 days of that change. We will be entitled to adjust our charges to take into account any change of this assessment from the date the change came into effect. Any refunds relating to a decrease in charges as a result of such a change will be provided in accordance with the relevant Regional Wholesaler's policy.

- 5.13 This Contract is based on information available to us at the time that we sign the Contract Agreement and any other information about you that we receive from third parties as part of our normal processes, such as credit ratings. If any of this information is incorrect or changes during the Term of the Contract, we reserve the right to re-assess and amend the charges, the payment method and/or the terms and conditions of this Contract to reflect the new information. This will include (but is not limited to) information about site usage, number of sites, meter sizes, rateable value and your credit rating. We may also recover any reasonable costs that we incur as a result of incorrect details being provided. We also reserve the right to terminate the Contract and/or not proceed with the Switching Process at our sole discretion, including if we assess your credit rating to be unfavourable.
- 5.14 Unless otherwise restricted or prohibited by a Relevant Law, we may charge you, and you agree to pay, our charges incurred under this Contract where your Site is Vacant.
- 5.15 We may charge you and you agree to pay the reasonable costs incurred by us as a result of you breaching your obligations under the Contract including relating to recovering unpaid charges, failing to allow us access to Sites at agreed times, damage to our meter reading equipment.
- 5.16 Our charges set out in the Contract Agreement do not include any applicable VAT. We will add VAT on top of our charges in our invoices at the rates that apply, which may change from time to time.
- 5.17 Unless the Contract Agreement states otherwise, the retail element of your charges will increase by CPIH on an upward only basis annually on each anniversary of the Contract Start Date by the percentage increase in CPIH in the relevant twelve month period prior to the date on which each annual adjustment is to apply. For the purposes of calculating the change in the CPIH, the parties shall use the latest available data published by the UK Office for National Statistics (compared to a date 12 months prior to such date).

#### **Changes in regulatory and wholesale charges**

- 5.18 If there is a change in Relevant Laws or Regulatory Guidance, we may change your prices and/or discounts (unless plan specific additional terms and conditions apply) or other terms of this contract as a result.

- 5.19 A Regional Wholesaler may from time to time change the wholesale prices that it charges us. We will adjust our charges to you to take into account any increase or decrease in these charges.
- 5.20 A Competent Authority may from time to time increase the Default Maximum Retail Tariff and/or Relevant Regulated Tariff. We will adjust our charges to you to take into account any increase in these tariffs.
- 5.21 Other than changes to charges as set out in this Contract Agreement (including Clauses 5.18-5.20), if we do make changes to the charges we will notify you of when they will take effect. If you do not accept the changes to the charges, you can end this Contract by telling us within 28 days of receiving our notification and arrange your registration with another licensed supplier. If you do this, the changes to the charges will not affect you unless your transfer to a new supplier does not take place within six weeks in which case the charges will be changed.

#### Other charges from the Regional Wholesalers

- 5.22 Regional Wholesalers may from time to time impose one off charges or claim money from us. For example, a Regional Wholesaler may charge us if you request a change of meter or it may claim money from us if damage is caused to their meter. You agree to reimburse us for any charges or claims that a Regional Wholesaler may impose on us in relation to the Services provided to your Sites.
- 5.23 Where we incur an administrative cost, we will include this in the charges.

#### Allowances from Regional Wholesalers

- 5.24 Some Regional Wholesalers have a policy of providing a reduction in charges to customers where leakage occurs in customer pipes. Where a Regional Wholesaler agrees to provide a reduction in its wholesale charges to us for this leakage allowance in respect of your Sites, we will apply an adjustment to our charges to you.
- 5.25 If you use water for the purposes of fire-fighting or testing fire-fighting equipment you may be entitled to a reduction in your charges for the water used. Where a Regional Wholesaler agrees to provide a reduction in its wholesale charges to us for fire-fighting related use at your Sites, we will apply an adjustment to our charges to you. In order to obtain this allowance, you must notify us in writing:
- (a) within 15 days of use if the use occurred for the purpose of fire-fighting or, if this is not possible, as soon as reasonably possible; or
  - (b) no later than 15 days after the date of use if the use occurred for the purposes of testing fire-fighting equipment.
- 5.26 For the avoidance of doubt, where any refund or allowance is granted to us by a Regional Wholesaler in respect of your account, we will

pass this through to you via a payment or credit to your account.

#### Applying payments against your Sites

- 5.27 Where payment is clearly made in respect of certain Sites for certain periods, we will apply the payment in accordance with your instructions received at the time payment is made.
- 5.28 Where you do not provide us with instructions on how to apply any payment or credit balance for the Services at the time payment is made, we will apply the payment or any credit balance to the outstanding charges in respect of any Sites and for any periods we think appropriate. For example, we may decide to apply the payment to the oldest debt first.
- 5.29 Where payment is received or a credit balance is held by us in respect of the Services and other services provided by our Group Companies and you have not provided us with instructions on which of these services the payment or any credit balance is to be applied against within 30 days of the payment being made, we may apply the payment or any credit balance to these services in any way we think appropriate.
- 5.30 If you make a payment to us in full and final settlement of an amount due and the payment is less than the actual amount due, you agree that:
- (a) we may accept the payment in part payment;
  - (b) acceptance of the payment will not be in full and final settlement of the amount due;
  - (c) we are entitled to payment of the balance of the actual amount due; and
  - (d) there is no requirement for us to notify you of the points mentioned in sub paragraphs (a) to (c) above on each occasion a payment is made on this basis.

#### Payment of our charges

- 5.31 You agree to pay us the amounts specified in each invoice, statement or payment plan we send you by the dates specified in the relevant documents or, if no date is specified, within 30 days from the date of the relevant document.
- 5.32 You will pay our charges using the method of payment stated in the Contract Agreement.
- 5.33 If you pay our charges by direct debit, we may specify and you agree to pay the amounts of the periodic payments that we estimate is required to cover our charges.
- 5.34 If you do not agree with the amount specified as due from you in an invoice, you have the right to dispute all or part of the invoice. Please contact us to let us know the amount in dispute and the reasons why you do not agree with it. You must raise a dispute within 14 days of the date of the invoice. If you do dispute any part of an invoice, you must still pay the undisputed amount by the due date.

- 5.35 In certain circumstances, Relevant Laws, allow us to disconnect your water supply if you do not pay our charges. If this action is required, you will reimburse us for any costs associated with disconnecting or reconnecting your supply.
- 5.36 We will charge you interest on any sums payable by you and not paid by the due date for payment at the rate of 8% per annum above the base lending rate of the Bank of England that applies from time to time (to be applied on a daily basis).

### Payment Security

- 5.37 We may ask you to provide a Security Deposit, or another form of acceptable payment security (for example a parent company guarantee or letter of credit) either at the start of the Contract or during the Term of the Contract. If we ask you to provide this, we will explain the reason why when we contact you. You must provide the Security Deposit or other form of payment security within 14 days of our request. If you do not provide the Security Deposit or other acceptable payment security within 14 days, this will be a Material Breach and we will be entitled to terminate this Contract in accordance with clause 10.1.
- 5.38 We will hold and repay any Security Deposit in the way explained in our request to you. We may use this Security Deposit, including any outstanding interest generated on such deposit, to pay any outstanding charges owed by you.

### 6. What we will need from you

- 6.1 You will provide us with reasonable assistance to enable us to carry out the Services.
- 6.2 Where a Site is supplied with water through a water pipe owned by a Regional Wholesaler that also supplies other third party premises that are not Sites to be supplied under the Contract and charges are to be calculated on a volume basis, you will allow us to install a sub meter at a position we think appropriate to calculate the volume of water supplied to the Site and will pay our reasonable charges for this.
- 6.3 You will provide us with full rights of access to the Sites on Business Days for any purpose connected with the carrying out of the Services as long as we comply with all reasonable safety and security rules that we are made aware of. In particular, where necessary, you will:
- (a) allow us access to the Sites to take meter readings or to install, repair, maintain, inspect, test, replace, disconnect or reconnect meters or meter reading equipment;
  - (b) allow us to take samples of trade effluent; and
  - (c) meet us at the Sites at agreed times.
- 6.4 You will take reasonable care to keep the Regional Wholesaler's meters or any other meter or meter reading equipment (whether it belongs to us or not) free from damage or interference. If you do not, and we need to repair or replace

the relevant meter in order to provide the Services, you will pay us our reasonable costs for doing this.

- 6.5 You will ensure that we have access to the Regional Wholesaler's meters and any other meter or meter reading equipment (whether it belongs to us or not) at the Sites. If this is not provided, we may remove any obstruction preventing us from obtaining access, and:
- (a) you will pay us our reasonable costs for doing this; and
  - (b) you will reimburse us for any third party claims that arise as a result of us removing the obstruction (e.g. from the landlord).

### 7. The Switching Process and Eligible Sites

- 7.1 We will require certain information from you in order to complete the Switching Process for your Sites. We will request and you will provide all required information within a reasonable period of time to enable each Site to be Switched to us at the beginning of the Contract Term.
- 7.2 Please note that Relevant Laws govern the Switching Process. These may prevent us from Switching the supply of a Site at the beginning of the Contract Term or Switching a Site to another supplier at the end of the Contract. These circumstances include (but are not limited to) where:
- (a) there are outstanding charges in relation to a Site;
  - (b) the new supplier's application to Switch a Site was made by mistake; or
  - (c) you have told the existing supplier to object to the application to Switch a Site.
- 7.3 You agree that our obligations under the Contract do not apply in respect of any Site where the application of Relevant Laws prevent us from Switching that Site and becoming the supplier.
- 7.4 You agree that we can object and/or prevent the transfer of a Site to another supplier where Relevant Laws allow us to do this and you will assist us with this where appropriate.
- 7.5 Customers are not allowed by Relevant Laws to Switch their supplier of water and/or sewerage services for all types of sites. For example, customers are not permitted to Switch suppliers for premises that are predominantly used as household premises. We will provide the Services in relation to a Site only if and for as long as it remains an Eligible Site. You agree to inform us if any Site is used for household purposes or if there is any material change in the use of any Site so that we may ensure that it remains an Eligible Site.
- 7.6 Unless otherwise agreed, if any Site is metered, you agree to submit a transfer read to us for each Eligible Site up to 5 days before your Contract Start Date. If you do not, we will estimate a transfer read and will obtain a visual read at a later date.

## 8. The point at which water is supplied to you

- 8.1 Where a Regional Wholesaler's water supply pipe is used to serve only your Site, the water is supplied to you at the point at which it leaves the Regional Wholesaler's water supply pipe.
- 8.2 Where a Regional Wholesaler's water supply pipe is used to supply a privately owned network of pipes that serves your Site together with other premises (that may be owned or occupied by third parties), it is more difficult to identify who owns the water after it leaves the Regional Wholesaler's water supply pipe as the supply is shared. The Regional Wholesaler may attribute water use through this joint supply to your Sites and these other premises in any proportion it thinks appropriate. You agree to pay our charges based on the water that the Regional Wholesaler considers to be supplied to your Sites.

## 9. The run up to the Contract End Date

Both of Us agree to meet to discuss the terms and conditions on which future services will be provided within a reasonable period before the Contract End Date. If agreement cannot be reached, any services that we provide to you after the Contract End Date will be provided in accordance with clause 11.

## 10. Ending the Contract early

- 10.1 Either of Us may terminate the whole or part of the Contract (e.g. in respect of one Site but not all of them) without payment of compensation or damages caused to the other solely due to such termination after the Contract End Date:
  - (a) immediately upon written notice if:
    - i. the Other One of Us commits a Material Breach of the Contract which is capable of remedy and fails to remedy it within 30 days of written notice giving particulars of the Material Breach and requiring the breach to be remedied;
    - ii. if the Other One of Us commits a Material Breach of the Contract that is not capable of being remedied or repeatedly breaches the Contract in a way that itself gives rise to a Material Breach of the Contract;
    - iii. we are no longer permitted to supply the Services under Relevant Laws; or
    - iv. you fail to pay our charges using the method of payment stated in the Contract Agreement.
- 10.2 We may terminate the whole or any part of the Contract immediately upon written notice without payment of compensation or damages to you solely due to such termination if:
  - (a) you do not pay our outstanding charges, within 10 Business Days of being notified that the due date for payment has passed;
  - (b) you are unable to pay your debts as they fall due;
  - (c) you make a proposal for voluntary arrangement within Part I Insolvency Act

1986 or a proposal for any other composition scheme or arrangement with creditors.

- 10.3 The Contract will terminate immediately without payment of compensation or damages to the other solely due to such termination if Either of Us goes into liquidation, receivership or administration or any other similar or analogous event.

## Leaving a Site or moving into a new Site

- 10.4 If you leave a Site:
  - (a) you will need to give us at least 20 Business Days written notice (unless otherwise agreed please see clause 17.8 on how you must serve the notice). The notice must set out:
    - i. the relevant Site details;
    - ii. the Services you wish to end (if you do not specify the type of Services you wish to end, you agree that this means we can end the supply of all Services to the Site);
    - iii. the date you are leaving the Site or wish the Services to end; and
    - iv. if you are leaving the Site, your future contact details and the name and contact details of the future owner and/or occupier of the Site;
  - (b) if you are ending the water or sewerage services at the Site and the Site is charged on a volume basis, you must take a final meter reading on each meter at the Site on the date that you are leaving the Site or wish the Services to end and provide these meter readings to us on the same date.
- 10.5 Please note that if you do not follow the process under clause 10.4, the Contract will continue to apply to the relevant Site and you will continue to be responsible for our charges.
- 10.6 If you would like to add further Sites to the Contract please let us know as this can be easily done by Both of Us agreeing to this in writing.

## 11. What happens at the end of the Contract Term

- 11.1 At the Contract End Date, or if the Contract is terminated or comes to an end for any reason either in whole or in part (e.g. only in respect of certain Sites), if we continue to supply the Services to the Sites, you agree that the Services will be provided to you under a new contract that will continue on the same terms as this Contract, except that:
  - (a) for Sites in Scotland our charges payable for the Services will be at Default Maximum Retail Tariff;
  - (b) for Sites in England or Wales our charges payable for the Services shall be at Relevant Regulated Tariff, and;
  - (c) all charges issued to you by us will be payable within 14 days from the date of issue,that will begin on the next day and will continue until such time as you enter into another contract with us (including under clause 17.6) or until you Switch supplier. Extra charges may be payable under clause 5.8.

- 11.2 At the end of the Contract:
- (a) Both of Us shall return any property owned by the Other One of Us that Either of Us hold unless agreed otherwise;
  - (b) we may remove from the Sites, any meters or meter reading equipment that we own or lease;
  - (c) neither you nor us shall lose any rights that you or we have already gained; and
  - (d) clauses in the Contract which by implication have effect after termination shall continue in full force and effect, including the following clauses: clause 11 (What happens at the end of the Contract), clause 14 (Our legal responsibility), clause 15 (Information handling), clause 17.8 (notices) and clause 17.9 (governing law and jurisdiction).

## 12. AMR Equipment

- 12.1 On occasion we may provide you with AMR equipment, unless otherwise agreed:
- (a) we own the automated meter reading equipment hardware that we use. At the end of the Contract we will give you the option to either:
    - i. buy this equipment at a price to be agreed;
    - ii. continue to receive the AMR service under a new contract; or
    - iii. request the equipment to be removed;
  - (b) we can charge you additional sums for AMR equipment use as notified to you from time to time.
- 12.2 Unless otherwise agreed, we will remain the owner of the AMR equipment hardware until we have sold it.
- 12.3 Please note that we do not own the software or any intellectual property rights relating to AMR equipment. For this reason, we are not able to sell or licence this to you and you may need to obtain a licence from the manufacturer in order to use it.

## 13. Rights and obligations under Relevant Laws

- 13.1 Unless otherwise stated, nothing in the Contract shall:
- (a) prevent or restrict either you or us from exercising your or our rights under Relevant Laws; or
  - (b) affect your or our obligations under Relevant Laws.

## 14. Our legal responsibility

- 14.1 We are only legally responsible to you as set out in the Contract. Unless otherwise stated in the Contract, all other implied legal responsibilities will not apply as far as this is allowed by law.
- 14.2 We will not be legally responsible to you if we are prevented or delayed from performing our obligations under the Contract by any breach of your obligations under the Contract.
- 14.3 We will not be legally responsible to you if we cannot provide the Services because of something outside of our reasonable control

provided we have taken reasonable precautions or steps to continue to provide the Services. For example, a Regional Wholesaler may interrupt the supply of water or sewerage services to your Sites. In such circumstances we will have no liability to you in relation to such interruption as we are not in control of the Regional Wholesaler's actions.

- 14.4 Except for the types of liability mentioned in clause 14.6, we shall have no liability to you for any direct or indirect loss of profits, loss of income, loss of business, loss of water, defective quality of water or any loss or damage that is not directly caused by us, or any loss or damage which we could not reasonably expect to arise at the time we entered into the Contract with you.
- 14.5 Except for the types of liability mentioned in clause 14.6, our total liability to you under the Contract (including claims based on breach of contract, tort (including negligence) and breach of statutory duty) and for claims made on any other basis shall be limited in any one calendar year for any incident or series of incidents (whether related or unrelated) in aggregate greater of (a) the total charges paid by you to us in that calendar year under the Contract or (b) £5000.
- 14.6 Nothing in this Contract limits or excludes our liability:
- (a) for death or personal injury resulting from our negligence; or
  - (b) for fraud or fraudulent misrepresentation committed by us.

## 15. Information handling

- 15.1 You agree to give us all information that we reasonably require in order to provide the Services.
- 15.2 We may share your account information with our Group Companies and other reputable organisations so you can be contacted about other water related goods and services. If you do not wish to be contacted please let us know. We may also share your account information and other information you share with us with and obtain information about you from other utilities, local authorities, Regulators and other Competent Authorities, government departments, the police, credit reference agencies and other companies for making credit decision, to recover unpaid charges and to prevent fraud. We use Group Companies and third party service providers in the UK and abroad (including outside of the EEA) to help us to provide our services to you and may need to share your information with them for this purpose.
- 15.3 Both of Us will ensure that all information of a confidential nature received from each other in the course of the negotiation, implementation or performance of the Contract shall not be disclosed to any third party unless:
- (a) required for the proper operation of the Contract;

- (b) this is allowed under clause 15.2;
- (c) this information is already in the public domain other than as a result of a breach of this clause;
- (d) disclosure is required in order to comply with Relevant Laws, or
- (e) this is agreed in writing.

15.4 Neither we nor you shall make any press announcement or otherwise publicise the details of this Contract, except with the prior written consent of the other party. However, we may refer to you as a customer and use your logo or business name in connection with our marketing activities.

## 16. Your responsibility for the Sites

The Sites might not always be occupied by you. For example, they might be occupied by another business with your consent, they may lie empty or you may have moved out of one of the Sites and someone else has moved in without the Contract being terminated in respect of that Site. We need to be sure that we are able to deliver the Services to the Sites and that we will be paid for all Services that we provide in relation to the Sites. You agree that until such time as the Contract or any subsequent contract between the Both of Us comes to an end in respect of the Services provided to a Site, you are responsible for complying with all of your obligations under this Contract or any such subsequent contract in respect of that Site, for and on behalf of the owner or occupiers of that Site and where such obligations require the assistance of the owner or occupier of the Site, you will ensure that this assistance is provided.

## 17. General

- 17.1 We may transfer all or any of our rights under the Contract (including the right to demand that you pay our charges) without your permission. Your rights and responsibilities under the Contract are personal to you and you are not entitled to transfer them to anyone else unless we provide our written consent.
- 17.2 We may use subcontractors to deliver the Services without needing your permission.
- 17.3 If any provision of this Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 17.4 Unless otherwise stated in the Contract, apart from you or us, no person, company or other corporate body or organisation shall have any rights under or in connection with the Contract whether under the Contracts (Rights of Third Parties) Act or otherwise.
- 17.5 The Contract sets out the whole agreement between the Both of Us and no other discussions

or documents are relevant or will form part of it unless set out in writing and signed by Both of Us.

- 17.6 We may at any time serve you with notice that new terms and conditions will apply. The new terms and conditions will not become effective until 10 Business Days after the notice is served in order to give you time to object to any new provisions. If you are not happy with the changes and the changes are not related to a change in law and regulation and if the changes have a material financial detrimental effect on you ('Objection Criteria') then you must notify us within 10 Business Days clearly setting out your objections. If you have notified us within 10 Business Days of your Objection Criteria and engaged in meaningful conversations with us about your concerns then you will be entitled to terminate the Contract on your giving not less than 3 months written notice (which must be given within 6 months of the relevant change) otherwise apart from this, no changes to the Contract will be valid unless set out in writing and signed by Both of Us.
- 17.7 If we do not immediately exercise any of our rights under the Contract, this will not affect our ability to exercise these rights at a later date.
- 17.8 Any notice to be given under the Contract must be in writing, signed, and sent to the contact of the recipient stated in the Contract Agreement (or an employee in an equivalent position if they no longer work for the relevant business), either via e-mail to the e-mail address stated in the Contract Agreement, by delivering the notice by hand to that person or by sending the notice to that person by first class pre-paid post to the address of the recipient set out in the Contract Agreement (the contact and address for service for the relevant party may be changed by serving notice under this clause). A notice served under this clause will be deemed to have been received:
  - (a) if delivered by hand before 17:00 hours on a Business Day, on that day, or in any other case, on the next Business Day; or,
  - (b) if sent by pre-paid first class post, two days after it was posted if that day is a Business Day, or in any other case, on the next Business Day; or,
  - (c) If the e-mail is sent before 17:00 on a Business Day, on that day, or in any other case, on the next Business Day;
 These notice requirements will not apply to service of legal process.
- 17.9 Where:
  - (a) Services are provided to Sites in England and Wales, the Contract shall be governed in accordance with the laws of England and Wales and Both of Us will submit to the exclusive jurisdiction of the English and Welsh courts;
  - (b) Services are provided to Sites in Scotland, the Contract shall be governed by Scots law and Both of Us will submit to the exclusive jurisdiction of the Scottish courts.

## 18. Responsible sourcing

- 18.1 In performing your obligations under this Agreement, you will not, except in compliance with applicable Sanctions:
- 18.2 knowingly engage in any transactions with any person or company that appears on:
- (a) the list of "Specially Designated Nationals and Blocked Persons" maintained by the United States Treasury Department or similar lists held by the United Kingdom or European Union;
  - (b) the Consolidated List of Financial Sanctions Targets maintained by Her Majesty's Treasury; or
  - (c) the Consolidated List of Persons, Groups and Entities subject to European Union Sanctions maintained by the European External Action Service.
- 18.3 You agree with us that you shall, and that you shall procure that its employees and officers, shall:
- (a) comply with all applicable laws, statutes, regulations and codes relating to slavery and human trafficking including the Modern Slavery Act 2015 ("Anti-Slavery Requirements");
  - (b) not knowingly take or knowingly permit any action to be taken that would cause us to be in violation of any Anti-Slavery Requirements;
  - (c) comply with our codes of practice in relation to Anti-Slavery Requirements, anti bribery and other 'right ways of working' policies as notified to you or accessible on our website from time to time; and
  - (d) at our reasonable request, provide us with any reasonable assistance and information to enable it to perform any activity in connection with this Agreement that is required by any relevant government or agency for the purpose of complying with Anti-Slavery Requirements or similar legislative requirements.
- 18.4 You represent and warrant to us that neither you nor any other person in your supply chain uses, trafficked, bonded, child or forced labour within its supply chain.
- 18.5 You shall comply with all laws related to bribery and corruption applicable to you including the UK Bribery Act ; and, without limiting the generality of the foregoing, you shall not, directly or indirectly, (i) give any type of payment or anything of value to any private individual or Foreign Official where the intent is to improperly influence such private individual or Foreign Official to obtain or retain business or some other commercial advantage for or on behalf of us or yourself, or (ii) accept any type of payment or anything of value from any private individual or Foreign Official where the intent of the giver is to influence you to act improperly.
- 18.6 You warrant and confirm both now and on an ongoing basis that you are and will continue to be compliant with this clause 18.
- 18.7 You shall keep us fully indemnified against all costs, claims, actions, expenses, losses or

liabilities resulting directly or indirectly from your failure to comply with the terms set out in this clause 18.

- 18.8 You agree that in addition to our termination rights set out elsewhere in this Agreement, we may (without prejudice to any other right available to it) immediately terminate the Contract Agreement without payment of damages or compensation in relation to such termination in the event of any breach of this Clause 18 by you.
- 18.9 You agree that you will maintain accurate books and records in reasonable detail that relate to the performance of your obligations contemplated by this Agreement.

## 19. Glossary

- 19.1 **AMR** means automatic meter reading equipment including Optical Meter Reader and data logging devices for meters.
- Both of Us** means both you and us.
- Business Day** means any day from Monday to Friday inclusive excluding statutory holidays and other public holidays.
- CMA** means the Central Market Agency Ltd, the organisation that administers the market for water and sewerage retail services in Scotland.
- Competent Authority** means any body or organisation that has a relevant regulatory or supervisory role including a Regulator, the Secretary of State for Environment, Food and Rural Affairs, the Drinking Water Inspectorate, the Environment Agency, the Health and Safety Executive, MOSL and the CMA.
- Contract** means the documents stated in the Contract Agreement as forming the Contract between us as amended, supplemented, varied, modified, renewed, replaced or extended from time to time in accordance with the Contract and the T's and C's.
- Contract Agreement** means the document bearing this title signed by you and us relating to the provision of the Services to the Sites.
- Contract End Date** means the date stated as the contract end date in the Contract Agreement.
- Contract Start Date** means the date stated as the contract start date in the Contract Agreement.
- Contract Term** means the period stated as the Contract Term in the Contract Agreement.
- Default Maximum Retail Tariffs** means the tariffs published by the Water Industry Commission for Scotland from time to time.
- Either of Us** means either you or us.
- Eligible Sites** means premises in respect of which customers are permitted to Switch their supplier of water and/or sewerage services under Relevant Laws and Regulatory Guidance.
- Foreign Official** means an official of any government department or agency or their family members; officials of any public international organization (such as the United Nations); political parties and party leaders; candidates for public office; executives and employees of government-owned or



government-run companies; anyone acting on behalf of any of these officials; or an individual holding a legislative, administrative or judicial position of any kind, whether appointed or elected, who exercises a public function on behalf of any country or territory or any public agency or public enterprise of that country or territory, or who is an official or agent of any public international organization; and **Good Industry Practice** means using a reasonable degree of skill, care, diligence and prudence and using such reasonable standards, methods and practices reasonably and/or ordinarily exercised or used by experienced and competent organisations engaged in similar activities under similar circumstances and conditions.

**Group Companies** means in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company as defined in section 1159 of the Companies Act 2006.

**Material Breach** means a breach of the Contract which in all the circumstances is one which, if not remedied, is likely to have a serious effect on a significant benefit which the innocent party would otherwise derive from the performance of the Contract in accordance with its terms.

**MOSL** means Market Operator Services Limited, the organisation that administers the market for water and sewerage retail services in England.

**Other One of Us** when referring to us means you and when referring to you means us.

**Regional Wholesaler** means the statutory water or sewerage undertaker appointed by the Government as the provider of wholesale water and/or sewerage services in the area in which a Site is located that owns or operates the network through which water and/or sewerage services are supplied to that Site.

**Regulator** means the Water Services Regulation Authority (Ofwat) in England and Wales or the Water Industry Commission for Scotland (WICS) in Scotland.

**Regulatory Guidance** means guidance from a Regulator or other Competent Authority.

**Relevant Laws** means:

- (a) any statute, regulation, bylaw, ordinance, subordinate legislation which is in force for the time being or which may be introduced from time to time to which you or us are subject or any sanctions imposed by the UK;
- (b) the common law as applicable to you or us;
- (c) any binding court order, judgment or decree applicable to you or us;
- (d) any binding order, decision, determination or direction of a Competent Authority which applies generally or applies to you or us in respect of your or our rights or obligations relating to the Contract;
- (e) any and all relevant licences, consents or permissions from a Competent Authority; and

- (f) any applicable industry code, policy, guidance, standard or accreditation terms enforceable by law or Regulatory Guidance, in all cases relevant for England and Wales or Scotland as appropriate.

**Relevant Regulated Tariff** means the tariff applicable to your relevant Sites by the incumbent water and/or sewerage undertaker for those Sites from time to time as set out in our scheme of charges and published on our website.

**Sanction** means an embargo or economic sanction imposed by the United Kingdom or by the European Union; or economic sanctions or embargoes under any lists maintained by the United Kingdom Government Office of Financial Sanctions Implementation or similar lists maintained by the European Union.

**Security Deposit** means a sum of money which we may ask you for at any point during the Contract Term which we will return in full providing we have no reason to deduct any amount from the initial sum provided to us.

**Services** means the services provided in relation to the SPIDs referred to in the Site Data Sheet or any part of them.

**Site** means any Eligible Site specified in the Site Data Sheet.

**Site Data Sheet** means the section of the Contract Agreement with this title.

**SPID** means the supply point identification number for the location at which water and/or sewerage services are provided that is held by the Competent Authority responsible for recording the supplier of water and/or sewerage services at that location.

**Switching Process** means the process of switching supplier for the provision of the relevant Services under Relevant Laws. References to "Switch" and "Switched" in this Contract refer to this process.

**Ts&Cs** means, this document, our Standard Terms and Conditions for Corporate Business Water and Sewerage Services.

**Water Plus** means Water Plus Limited (company number 04141390), whose registered office is at South Court, Riverside Park, Campbell Road, Stoke-on-Trent, ST4 4DA.

**Vacant** means any Site:

- (a) where there is no physical occupation by any person, other than for providing security services;
- (b) which is not open or available to the public or visitors;
- (c) which has no stock left within it, except abandoned items;
- (d) which has no moveable items left within it; and
- (e) where any fixtures and fittings have been abandoned and the Site is no longer in use, for a period of more than two calendar days.

**WICS** means the Water Industry Commission for Scotland, the regulator of the water industry in Scotland.

- 19.2 A reference to an organisation (apart from you or us) includes any replacement organisation or organisation that substantially serves the same purpose.
- 19.3 A reference to a statute or statutory provision shall be construed as including a reference to any subordinate legislation and any future modification or amendment to, or, any re-enactment or replacement of that legislation.
- 19.4 All sums payable under this Contract Agreement are exclusive of VAT or any other applicable tax or duty payable upon such sums which shall be added if appropriate at the rate prevailing at the relevant tax point.
- 19.5 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 19.6 Subject to Clause 17.6 no variation to the Contract Agreement shall have any effect unless expressly agreed in writing and executed by us.