

This is Schedule 3 to the Framework Agreement between the Scottish Ministers and Scottish Water Business Stream Ltd

### SCHEDULE 3 –TERMS AND CONDITIONS OF SUPPLY

Revised (BS) 1/2/11

10 Nov 2010

#### Terms and conditions for supplying water and sewerage services to public sector customers under the Procurement Scotland framework agreement

##### 1 Our agreement with you

- a **We** have defined certain words and phrases used in these terms and conditions in condition 11. These are shown in **bold**.
- b Except as set out in any separate contract or separate terms and conditions which apply between you and **us**, the following will be the terms and conditions, together with **our charging statement** and **service standards**, for supplying water and sewerage (in other words, waste water, property drainage, roads drainage and, if they apply, trade effluent) services, meter services and other services which **we**, **Scottish Water Business Stream Limited**, may provide to you (the **services**) to any **eligible property** that you either own, lease or otherwise occupy (a **property**).
- c **We** can change these terms and conditions in line with the process set out in the **framework agreement** and then by telling you about the new terms, which will apply from the date shown in the notice. You agree that if you continue to receive the **services** after this date, you will have accepted the new terms.
- d As well as your responsibilities under these terms and conditions, you agree that you will keep to any laws, permits and consents which apply to you in relation to the **services**, including but not limited to, any consent needed for trade effluent, **Scottish Water Byelaws** and, in relation to any meter or metering equipment at the **property**, to the **Scottish Water terms and conditions** or **MeterCo** terms and conditions if they apply.

- e You accept that you have responsibility for the water and waste water pipework in, on or under any **property**, including 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 responsible for (including 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 agree to let **us** know about any change to any **property**, or to 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 that reassessment applied from) of the rateable value of any **property** resulting from any change of use, extension or addition to that **property**.
  
- g These terms and conditions relate to the **framework agreement**, and apply to **public sector customers** only.
  
- h These terms and conditions apply from:
  - 1 April 2011, if you were supplied by **us** immediately before that date; or
  - the date on which **we** accept your application for supply.

They then continue until the **framework expiry date** unless **our** agreement with you ends in line with condition 6c or 7.

- i In providing the **services** to you, **we** must:
  - 1 keep to the **directions** and, where relevant, the **disconnections document** and the **codes**;
  - 2 where required by the **directions**, **disconnections document** or the **codes**, offer you **default services** if you have asked for them; and
  - 3 in terms of **default services**, keep to the **default standards** and make sure that **our** charges are not more than the **default maximum tariffs**.

## 2 Our charges

- a You will find **our standard charges**, and the basis on which **we** work out **our standard charges**, in **our charging statement**.
- b **We** review **our** standard charges at least once a year. **We** publish any changes to **our charging statement**, before the changes take effect, on **our** website at [www.business-stream.co.uk](http://www.business-stream.co.uk).
- c As a **public sector customer** nominated by Procurement Scotland in accordance with the **framework agreement**:
- **our** charges for the **services** we provide to you will be based on **our standard charges**, but subject to the **base discount**;
  - you are eligible to benefit from additional discounts to **our standard charges** by entering into a **call-off**; and
  - you do not need to enter into a **call-off** in order to receive the **base discount** (for the avoidance of doubt you will be eligible for the **base discount** immediately upon receipt by Business Stream from Procurement Scotland of notice of your participation in the framework).
- d As well as **our** charges, **we** may also recover **our** reasonable costs (depending on any **default maximum tariffs** which may apply) if you fail to keep to your responsibilities under these terms and conditions. These may include, but are not limited to, costs in connection with:
- recovering unpaid charges;
  - going to a **property** because you have failed to keep to **our** terms and conditions;
  - you failing to keep an agreed appointment at a **property**;
  - you failing to allow access to a **property** under condition 5e; or
  - any unauthorised removal of, obstruction of, damage to, or tampering with a meter or metering equipment or in connection with fitting a device to a meter or metering equipment.
- e All **our** charges will also have UK tax or duty charged on them, including VAT at the current rate.

- f** **We** may offer you **services**, as set out in the **framework agreement**, on top of those for which charges are set out in **our charging statement**. You can also find out about additional **services**, for example eBilling and automated meter reading, on our website at [www.business-stream.co.uk](http://www.business-stream.co.uk) or by contacting **us**. **We** will always explain **our** charges for those **services** and tell you about any additional terms and conditions that apply. We may bill you for those **services** separately, or along with your bills for water or sewerage services or trade effluent services.

### **3 Payment**

- a** You agree to pay **us** for the **services** and to pay any other charges properly due in connection with these terms and conditions or, for **services** on top of those for which charges are set out in **our charging statement**, as set out in the **framework agreement**.

- b** **We** can send you a bill or adjust any bill **we** have already sent you if:

- you let **us** know about any reassessment of the rateable value of a **property** resulting from any change of use, extension or addition to that **property**;
- **we** become aware of any reassessment; or
- **we** become aware that you own, lease or otherwise use a **property** for which you have not paid charges for **services** which **we** have supplied to that **property**.

**We** can adjust the bill back to the date of any reassessment of rateable value or to the date on which you began occupying the **property** (as the case may be) or to 1 April 2011 (the start date of the **framework agreement**), whichever is later.

- c** You can pay your bill using a number of different methods, including direct debit, BACS, credit or debit card, cheque by post and cash or cheque at a bank or post office. **We** can charge you for payment made by credit card. You can find more details of payment methods on **our** website at [www.business-stream.co.uk](http://www.business-stream.co.uk).

- d** The following conditions will apply to bills **we** send you.

- 1 If a **property** is metered and the meter was activated for billing purposes before 1 April 2009, your bills for water and waste water services will be based on meter readings or estimated meter readings. **We** normally send bills out every month, every three months or every year.

- 2 If a **property** is metered and the meter was activated for billing purposes on or after 1 April 2009, bills for water and waste water services will be based on a combination of meter readings or estimated meter readings and the **property's** rateable value during the **phase-in period**. After the **phase-in period**, they will be based on meter readings or estimated meter readings. **We** normally send bills out every month, every three months or every year.
- 3 If you ask and pay for a meter to be installed at a **property**, bills for water and waste water services will be based on meter readings or estimated meter readings. **We** normally send out bills every month, every three months or every year.
- 4 Any bills for trade effluent services will take account of the nature of the effluent discharged and will be made up of:
  - an availability charge; and
  - an operational charge based on meter readings or estimated meter readings.**We** normally send out bills every month, every three months or every year.
- 5 If **we** install an extra metering device on the meter at a **property** and this is activated for billing purposes, bills for water, waste water and trade effluent services may be based on automated meter readings. However, **we** can carry out a yearly check based on a manual reading. **We** will normally send out bills every month, every three months or every year.
- 6 If a **property** does not have a meter, your bill for water and waste water services will be based on the **property's** rateable value or assessed usage and **we** will normally send this out once a year.
- 7 If one meter serves a **property** and also serves other properties, either your landlord (if you have one) or **we** will arrange for you to be billed for water and waste water services.
- 8 **We** normally charge for **property** drainage and roads drainage as often as **we** charge for your water and waste water services and these charges will normally be based on the **property's** rateable value.

- e Unless **we** have agreed otherwise (for example, in a **call-off**), you must pay your bill in full as soon as **we** send you the bill. For the avoidance of doubt, the terms of a **call-off** on the timing of payment will take precedence over these terms and conditions. If you disagree with part of a bill, you must pay **us** the amount for the part you do agree with.
  
- f If you do not pay your bill (or the part of it you do agree with) when **we** remind you and warn you that we propose to charge interest, **we** can charge you interest at the rate of 4% a year above the Bank of England bank rate in force from 10 days after **we** sent you the original bill. You can ask **us** for **our** policy on charging and paying interest or see our policy by visiting **our** website at [www.business-stream.co.uk](http://www.business-stream.co.uk).
  
- g If you do not pay your bills as agreed, **we** will follow the procedures set out in the **disconnections document**. **We** can also require you to pay using another payment method.
  
- h If you have chosen to pay 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 billed you for under condition 3d. (**We** will inform you in advance of this in accordance with the direct debit guarantee scheme.) If your bank fails to honour a payment because you do not have enough money in your account, **we** may change the payment arrangements immediately, for example to BACS. You will then be legally responsible for paying all water and sewerage services supplied in line with the new payment arrangements, together with all other costs **we** have to pay in connection with the new arrangements.
  
- i If **we** supply you with both water and sewerage services and **our** agreement with you ends for either of them, you will pay the relevant price for the supply which still continues.
  
- j If **we** supply you with both water and sewerage 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:
  - 1 to pay water or sewerage charges which are still due 90 days or more after being billed for them (paying the oldest debt first);

2 **we** then use any amount equally between water and sewerage charges until the charges for either are fully paid; and

3 if there is any amount left over, **we** use it to pay any charges which are still owed.

For the avoidance of doubt if you make a payment and do tell **us** that it relates to particular charges, **we** will allocate your payment in line with what you have told **us**.

#### **4 Refundable deposit**

**a** At any time, **we** may ask you to pay a refundable deposit. If **we** do this, **we** will explain the reason why **we** are asking for it and the purpose for which **we** will use it. You must pay the refundable deposit within 14 days of **our** request. If you do not pay a refundable deposit when **we** ask, **we** may disconnect your supply. If you do pay a refundable deposit, **we** will pay you interest in accordance with **our** policy on charging and paying interest. You can ask **us** for **our** policy on charging and paying interest or see **our** policy by visiting **our** website at [www.business-stream-co.uk](http://www.business-stream-co.uk).

**b** **We** will hold, and 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 you owe under **our** agreement with you.

#### **5 Meters, access and providing information and help**

**a** If a **property** is metered, **we** may ask you to give **us** meter readings. If you agree to do so, and then fail to provide a meter reading when **we** ask, you will allow **us** (or one of **our** agents) to take a meter reading.

**b** 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** 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.

- c** 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.
- d** 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.
- e** At all reasonable times, you must allow **us**, **Scottish Water** or **MeterCo**, and **our** and their employees or agents, safe and unobstructed access (by vehicle in appropriate cases) to any **property** covered by **our** agreement with you, and to the meter, metering equipment and associated pipework to:
- 1 do any thing in connection with a meter, metering equipment and associated pipework, including reading, inspecting, testing, repairing, exchanging, installing, disconnecting, removing or reconnecting a meter, metering equipment or associated pipework;
  - 2 disconnect your supply;
  - 3 disconnect the supply of another customer with whom you share that supply;
  - 4 get back the meter or other equipment **we** or **Scottish Water** or **MeterCo** own (if you stop receiving a supply from **us**);
  - 5 inspect or test a meter or connection not owned or provided by or for **us** or **Scottish Water** or **MeterCo**;



6 allow **us** to keep to the **disconnections document**, the **codes** and the **directions**;

7 sample water quality; or

8 sample or monitor trade effluent.

**We** can have access at any time if:

9 there is danger to life, health or property in connection with the supply; or

10 **we** need access by law.

**f** **We** are not responsible for:

1 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;

2 any faults in a meter or metering equipment resulting from you fitting any device to or tampering with that meter or metering equipment;

3 any loss, cost, damage or injury resulting from you fitting any device to or tampering with a meter or metering equipment; or

4 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.

**g** So that **we** can keep to the **disconnections document**, the **codes** and the **directions** or so **we** can carry out **our** responsibilities under these terms and conditions, **our charging statement** and **service standards**, **we** may require you to give **us** information or other help. You agree that you will do all you reasonably can to give **us** this information or help within the timescales **we** ask.

## **6 Disconnections and reconnections**

**a** **We** can temporarily disconnect your supply of water services to a **property**, but only in line with the **disconnections document**, if:

- 1 you do not pay an amount properly due for water services (**we** must issue you with a **disconnection warning notice**);
- 2 you do not allow **us** access to a water meter (**we** must issue you with a **disconnection warning notice**);
- 3 you refuse to provide a refundable deposit (**we** must issue you with a **disconnection warning notice**);
- 4 you do not keep to **Scottish Water Byelaws**; or
- 5 you ask **us** to disconnect your supply on a temporary basis, for example if the **property** is being refurbished.

If **we** do disconnect your supply temporarily, you must pay the appropriate disconnection charge.

**b** **We** can temporarily disconnect your supply of trade effluent services, if you have one, at a **property** only in line with the **disconnections document** if:

- 1 you do not pay an amount properly due for sewerage services (**we** must issue you with a **disconnection warning notice**);
- 2 you refuse to provide a refundable deposit (**we** must issue you with a **disconnection warning notice**);
- 3 you do not keep to any consent needed for trade effluent;
- 4 you do not keep to **Scottish Water Byelaws**; or
- 5 you ask **us** to disconnect your supply on a temporary basis, for example if the **property** is being refurbished.

If **we** do temporarily disconnect your supply of trade effluent services, you must pay the appropriate disconnection charge.

**c** **We** can permanently disconnect your supply to a **property**, only in line with the **disconnections document** if:

- 1 you illegally use water or sewerage services (if the illegal use is of water services, **we** will disconnect your supply of water services and if the illegal use is of sewerage services, **we** will disconnect your supply of trade effluent services (if you have one));
- 2 you ask **us** to disconnect you on a permanent basis, for example, if the **property** is being demolished; or
- 3 **we** have disconnected you on a temporary basis (whether your water or trade effluent services) for three months or more, in which case the disconnection automatically becomes permanent.

If **we** permanently disconnect a **property**, **our** agreement with you for that **property** will end at the date of disconnection, apart from charges and responsibilities due at that time, including the appropriate disconnection charge.

**d** If **we** have disconnected your supply of water services to a **property** or, if they apply, trade effluent services:

- 1 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 and you have paid the appropriate reconnection fee;
- 2 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 sorted out and you have paid the appropriate reconnection fee;

- 3 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
- 4 on a permanent basis, you must apply for a new connection to the water or sewerage network.

## **7 Ending our agreement with you or changing or leaving a property we supply**

- a** Except as set out in condition 6c, **our** agreement with you can be ended, or any **property** supplied changed, only in line with this condition 7.
- b** If you are moving from a **property** to another property or are leaving a **property**, you may end **our** agreement with you for that **property** by letting **us** know in writing at least 14 days before you move. If you do not do so, **our** agreement with you will continue in force for that **property**, and you will continue to be legally responsible for **our** charges, until:
  - you let **us** know in writing that you have left that **property**; or
  - **we** become aware that another person has taken a supply at that **property**,whichever is earlier.
- c** You may end **our** agreement with you for any **property** by giving **us** 20 **business days**' notice. The notice will take effect at the end of the 20 **business days**. The notice must say whether you want to end **our** agreement with you for supplying water services only, or supplying sewerage services only, or both.
- d** If you do not keep to condition 7c, **our** agreement with you will continue (and you will continue to be liable (legally responsible) for paying any charges) until you do keep to condition 7c and the agreement comes to an end.
- e** If you do not give **us** an accurate final meter reading, you may be legally responsible for the difference between the meter reading upon which **we** based the final bill, or the final estimated bill, and the next meter reading.
- f** If **we** disconnect your supply permanently in line with condition 6c, **our** agreement with you will end on the date of disconnection.

- g** If an administrator, administrative receiver, nominee, supervisor of a voluntary arrangement, liquidator, provisional liquidator, trustee in bankruptcy, judicial factor or other similar office-holder is appointed to you or over all or any of your assets, **our** agreement with you will end on the date of their appointment. A new agreement, with the appointed office-holder, on the same terms as the previous agreement, will begin on that date.
- h** If **our** agreement with you ends for any reason, neither of **us** will lose any rights which **we** have already gained, and **we** will no longer have to provide **services** to you.
- i** If this agreement ends (in whole or in part) before the **framework expiry date** whether in line with condition 6c, 7c or 7g or because the **framework agreement** is terminated, **we** will be entitled to recover from you the cumulative amount (if any) of **base discount** that has been applied from 1 April 2011 to the date on which this agreement ends, and unless otherwise agreed, any further provision of **services** to you will be subject to **our standard terms and conditions**.
- j** If this agreement expires on the **framework expiry date**, unless otherwise agreed, any further provision of **services** to you will be subject to **our standard terms and conditions**.

## **8 Our responsibility for loss or damage**

- a** **We** guarantee standards as set out in **our service standards**. If **we** fail to meet those standards, **we** will pay you compensation in line with **our service standards**.
- b** Except as set out in **our service standards**, **we** will not be legally responsible to you, as a result of not keeping to **our** agreement with you, for:

  - 1 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

- 2 any other loss or damage (including for lack of, or defective quality of, water) except in the case of **our** negligence or deliberate misconduct or that of any person for whose acts **we** are responsible.
- c** If you suffer loss or damage in line with condition 8b2 as a result of **our** negligence or deliberate misconduct (or that of any person for whose acts **we** are responsible), or if condition 8b does not apply, the most **we** will pay you will be £50,000 per site for each incident or series of related incidents in respect of **services** for which a licence is required under the Water Services etc (Scotland) Act 2005, namely, water, waste water, drainage, roads drainage and, if they apply, trade effluent services, and £10,000,000 for each incident or series of related incidents in respect of all other **services**.
- d** Except as set out in **our service standards**, if any act or failure to act by **Scottish Water** causes any loss or damage to you, **we** will limit **our** liability to you (if any) to the amount (if any) that **we** are entitled to recover from **Scottish Water**.
- e** Nothing in **our** agreement with you will exclude or limit **our** legal responsibility for death or personal injury resulting from **our** negligence or that of any of **our** officers, employees or agents.
- f** If **our** agreement with you ends, this condition will continue to apply.

## **9 Personal information**

- a** This condition 9 applies to information which is classed as 'personal data' within the meaning of the Data Protection Act 1998. The terms of this condition apply as well as any other permission you may have given **us** about using your information, for example using the privacy policy on **our** website at [www.business-stream.co.uk](http://www.business-stream.co.uk).
- b** **We**, and the organisations **we** release information to (see condition 9c) may use information you provide, or which **we** hold about you (whether or not under **our** agreement with you) to do the following.
- 1 Identify you when you contact **us**.

- 2 Contact you (unless you have told **us** that you do not want to be contacted) and give you information or promotional and other offers from **us** or certain other organisations whose products or **services we** believe may interest you. For these purposes, **we** may use an automatic scoring system which uses the information you have provided, any information **we** hold about you and information from other agencies, including credit reference agencies. **We** may contact you by mail, email, phone, visit, text or multimedia messages.
  - 3 Help run any accounts, **services** and products **we** provided before, now or in the future.
  - 4 Carry out analysis and assess who **our** customers are and create statistical and testing information.
  - 5 Help to prevent and detect fraud or loss.
  - 6 Release any information **we** have to release by law, regulation or court order.
  - 7 Release information to any regulatory organisation (such as the **Water Industry Commission for Scotland**) or anyone employed by or contracted to that organisation.
  - 8 Create, defend or enforce legal rights, or for or in connection with legal proceedings.
  - 9 Protect the health and safety of the public in an emergency or in the interests of national security.
- c We** may release your information to other people and organisations, including (but not limited) to:
- 1 any of **our** group companies;
  - 2 any contractor **we** have appointed to process that information on **our** behalf, including any contractor **we** have paid to carry out any part of **our** business or of any part of **our** systems or which **we** have appointed to provide services to support **our** systems or any other part of **our** business;

- 3 credit reference and fraud prevention agencies (see condition 9e);
- 4 any possible or actual buyer of **our** business or assets or shares;
- 5 any regulatory organisation (such as the **Water Industry Commission for Scotland**) or anyone employed by or contracted to that organisation, the courts and emergency services; or
- 6 **our** professional advisors.

Where these other people and organisations are outside the European Economic Area in countries that do not have the same standards of protection for personal information as the UK, **we** provide in **our** agreements with these other people and organisations for them to adhere to the same standards of protection for personal information as apply in the UK.

- d** **We** may monitor and record communications with you (including phone conversations and emails) for quality assurance, compliance and to detect and prevent fraud or money laundering.
- e** **We** may check your details with one or more licensed credit reference and fraud prevention agencies. **We** and they may keep a record of this search and the payment details from your account, and share it with other organisations. If a person provides false or inaccurate information and **we** suspect fraud, this is also recorded. **We** and other organisations may search these records to:
  - 1 trace debtors, recover debt, prevent fraud, and manage your accounts or insurance policies;
  - 2 check your identity to prevent money laundering, unless you give **us** other satisfactory proof of your identity; and
  - 3 carry out statistical analysis about credit, insurance and fraud.

**We**, and other credit and insurance organisations, may also use technology to detect and prevent fraud. If you need details of those credit agencies and fraud prevention



agencies from which **we** get, and with which **we** record, information about you, please write to **our** Data Protection Manager at:

Scottish Water Business Stream Limited  
7 Lochside View  
Edinburgh EH12 9DH.

Or, **we** may give you another address.

- f** If you give **us** information on behalf of someone else, you confirm that you have given them the information set out in condition 9, and that they have agreed to their personal information being used in the way described in this condition. If you give **us** sensitive information about yourself or others (such as details of special needs for bills), you agree (and confirm that the relevant person the information is about has agreed) to **us** processing this information in the way set out in this condition.
- g** If you are making a joint application or you have told **us** about some other financial association with someone else, a 'financial association' between you and that other person (or people) will be made at the credit reference agencies. This will link your financial records with that other person (or people) so that **we** will take account of both (or all) of your records in all future applications either or both (or all) of you make. This will continue until one of you successfully sends a notice to the credit reference agencies asking for the financial association with that person to be removed.

## **10 General**

- a** You may not legally transfer any of your rights or responsibilities under **our** agreement with you to another person without **our** written permission. **We** may transfer any of **our** rights or responsibilities to another supplier.
- b** If, at any time, **we** do not insist that you keep to any part of **our** agreement with you, this will not prevent us from doing so in the future.
- c** If any part of these terms and conditions cannot be enforced, it will not affect any of the other conditions.

- d **We** may serve any notice in connection with **our** agreement with you by leaving it at your last known address or place of business (in the case of a company, at its registered office) or at any **property** covered by **our** agreement with you, in each case addressed to you, or by post addressed to you at any **property** covered by **our** agreement with you, or by fax to your last known fax number or by email to your last known email address. You may serve any notice in connection with **our** agreement with you by leaving it at, or posting it to:

Scottish Water Business Stream Limited  
7 Lochside View  
Edinburgh EH12 9DH.

Or, **we** may give you another address.

- e The law of Scotland will apply to **our** agreement with you and any disputes may only be dealt with in the Scottish Courts.

## 11 **Words and phrases used in these terms and conditions**

**Base discount** – a discount equivalent to 3% of **our standard charges**.

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

**Call-off** – the exercise of an option by a **public sector customer** to benefit from additional discounts to **our standard charges**, exercised in line with the **framework agreement**.

**Charging statement** – the statement of charges which **we** produce that sets out **our** charges and the way **we** work them out as in force at 1 April 2011 and as amended and updated during the term of the **framework agreement** in line with the process set out in the **framework agreement**.

**Codes** – the **market code** and the **operational code**.

**Connection point** – 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.

**Default maximum tariffs** – the most that water and sewerage-service providers can charge for **default services**.

**Default services** – the services which are described as default services in the **directions**.

**Default standards** – the standards which water and sewerage service providers must meet for **default services**.

**Directions** – the Default Services, Standards and Maximum Tariffs Directions 2007 (or any other direction which amends, replaces or adds to, or is made for the same subject matter as that direction).

**Disconnections document** – the document named 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 Water Services etc. (Scotland) Act 2005; and
- b other material relating to disconnections;

as in force from time to time.

**Disconnection warning notice** – 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 Water Services etc (Scotland) Act 2005.

**Eligible property** –

- a in terms of supplying water, means premises which are (or are to be) connected to the public water supply system; and

- b in terms of providing sewerage or sewage disposal, means premises which are (or are to be) connected to the public sewerage system.

These are premises which are not 'dwellings' within the meaning of Part II of the Local Government Finance Act 1992 (apart from the residential part of properties which are part residential within the meaning of that Part of that Act). In other words, this means a **property** which is not a household property.

**Framework agreement** – the framework agreement between us and the Scottish Ministers acting through Procurement Scotland for the supply of water and sewerage services to the public sector in Scotland.

**Framework expiry date** – the date of expiry of the **framework agreement**, being:

- a 31 March 2014, if Procurement Scotland does not exercise its option to extend the term of the **framework agreement** by one year; or
- b 31 March 2015, if Procurement Scotland exercises its option to extend the term of the **framework agreement** by one year.

**Market code** – the code named 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** – any organisation which may be set up, whether by **Scottish Water** or otherwise, as a result of requirements imposed by the **Water Industry Commission for Scotland**, to own, operate, lease, manage or maintain meters or metering equipment.

**Operational Code** – the code named 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.

**Phase-in period** – the period from 1 April 2009 to 31 March 2011 or any other period the **Water Industry Commission for Scotland** may decide to use.

**Property** - has the meaning set out in condition 1b of these terms and conditions.

**Public sector customer** – any of our customers that from time to time are entitled to benefit from the **framework agreement**.

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

**Scottish Water Byelaws** – 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** – 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** - has the meaning set out in condition 1b of these terms and conditions.

**Service standards** – the document **we** issue from time to time providing information about **our** service standards.

**Supply point** – in terms of water services or sewerage services, this is the supply point for a **property** which is registered to **us** for providing water services or sewerage services.

**Standard charges** – the charges that apply to customers other than **public sector customers** under our **standard terms and conditions**.

**Standard terms and conditions** – the terms and conditions that apply to the provision of **services** to customers other than **public sector customers**.

**Water Industry Commission for Scotland** – the organisation with that name set up under section 1 of the Water Industry (Scotland) Act 2002. Its general role is to promote the interests of people whose premises are connected to the public water supply system or the public sewerage system, or both.

**We, us , our – Scottish Water Business Stream Limited** with company number SC294924, registered in Scotland, and with **our** registered office at 7 Lochside View, Edinburgh EH12 9DH.

**7 Lochside View, Edinburgh, EH12 9DH | 0330 123 2000 | [business-stream.co.uk/get-in-touch](https://business-stream.co.uk/get-in-touch)**

VAT No: 945 8508 85 Scottish Water Business Stream Limited trading as Business Stream Registered In Scotland Registered number: SC294924 Registered office address and principal place of business: 7 Lochside View, Edinburgh, EH12 9DH