

Cascade Deals Terms and Conditions

If you'd like to take advantage of our Cascade Deals please review the terms and conditions related to this offer.

These Terms and Conditions for our Cascade Deals supplement our Standard Terms and Conditions of Supply, and the Water and Waste Water Supply Contract (the "Contract"). If there is a conflict between our Standard Terms and Conditions of Supply, and the Contract, these Cascade Deals Terms and Conditions will take precedence followed by the provisions of the Contract, and then the Standard Terms and Conditions of Supply.

1. To be eligible for our Cascade Deals you must be an occupier of an Eligible Property in either Scotland or England; and:

- approve a Cascade Deal quote either directly from Business Stream or through one of our third-party representatives (please note quotes are valid for 30 business days from date of creation); and
- agree and maintain a three-year fixed term Contract with Business Stream; and
- agree and maintain payment of your water and/or waste water bills by monthly Direct Debit for the duration of your Contract; and
- view and manage your bills online (eBilling via My Business Stream) for the duration of your Contract; and
- if you agree to one of our Cascade Tool Deals via a Business Stream third party representative, you must also have estimated annual water and/or waste water charges of between £100 - £10,000 per core SPID.

2. Verbal agreement by you to one of our Cascade Deals in accordance with condition 1 (one) above will be treated as acceptance by you, as Customer, of these Terms and Conditions and the Contract. Where the Supply Point is not registered with Business Stream your agreement will also result in a transfer of Supply Point(s) from your current retailer to Business Stream.

3. The total discounts offered and applied will be dependent on the service(s) taken and your estimated annual consumption. Your estimated annual consumption is based on information contained in our billing system (where available) and/or information supplied to the central market system(s). Where these are not available industry standards are used.

4. For eligible Customers with Supply Points in Scotland the discounted rates are based on the Business Stream Scottish Contracted Charges. For eligible Customers with Supply Points in England the discounted rates are based on those published in the associated area Charging Statement(s). Please see our website for more information. Please note in some circumstances your total discount may be affected by the commission taken by the third-party representative that has worked with you to organise the Cascade Deal.

5. If you require more than one signatory to complete a Direct Debit mandate you can post the completed form to Mail Team, Business Stream, PO Box 17381, Edinburgh EH12 1GT or include them as attachments using the form here on our website. Business Stream is not responsible for the security of any personal data that is emailed.

6. Incomplete Direct Debit mandate forms will be returned to you by post, with further instructions on how to complete them. Applications will not be processed or discounts applied until the Direct Debit mandate has been completed, received and accepted.

7. As part of the application process Business Stream may refer to a credit reference agency. This check will not appear on or affect your credit score. Business Stream reserves the right to terminate the Contract based on the outcome of the credit check. You will be informed if that is our decision. Where the Supply Point is not registered with Business Stream and the Contract is terminated based on the outcome of the credit check, Business Stream will not transfer the Supply Point.

8. If your Supply Points are in England and you have nine or fewer employees (are a micro business customer) you can cancel your contract within a seven-day cooling off period with no penalty. The seven-day period starts from the day your Contract is issued to you. To cancel the Contract during the cooling off period you must inform Business Stream by emailing your instructions to retention@business-stream.co.uk.

9. The discounts will be applied to your Business Stream account as follows:

a) Where the Supply Point is already registered with Business Stream - the discounts will be applied to your account(s) within two working days of Business Stream receiving the online application or two days after the cooling off period has expired, if applicable. If the Direct Debit mandate requires more than one signatory, and is posted or emailed to Business Stream, the discount will be applied within one business day of receipt of a completed form.

b) Where the Supply Point is not registered with Business Stream - an account will be opened and the discounts will be applied on the contract start date. This is the date on which the Supply Point for your eligible property transfers to Business Stream. If the Direct Debit mandate requires more than one signatory, and is posted or emailed to Business Stream, we will wait until we receive the completed form before we request a transfer from your current retailer.

10. If you are transferring your Supply Point(s) or service(s) to Business Stream, your current retailer may object to the request if you have an outstanding balance or are currently in a contract. Business Stream will advise you of any objections received from your current retailer.

11. Business Stream reserves the right to terminate this promotion and/or amend any of these Terms and Conditions, at any stage, if deemed necessary in its opinion.

12. You are obliged to advise Business Stream of any changes to the Property, as well as any changes to the Property which may affect the terms of supply. These obligations are set out in the applicable Standard Terms and Conditions of Supply.

13. Where:

- Business Stream has supplied the Services at a discount to the charges set out in the Scottish Contracted Charges and/or associated area Charging Statement and
- The contract is terminated (in whole or in part, irrespective of the reason for such termination apart from a micro business customer during the cooling off period) prior to the initial end date

then Business Stream shall be entitled to recover from you the difference between what you have paid (or are liable to pay) from the commencement date to the date of termination on the basis of the agreement between us and the amount you would have been liable to pay had the discount or other contract specific pricing arrangements not been applied.

14. If the Water Industry Commission for Scotland or Ofwat in England makes a determination or takes any other regulatory action or the Wholesaler increases the wholesale prices which it charges Business Stream for the services we need in order to provide you with water and waste water services, which impacts Business Stream such that the economic basis on which Business Stream offers retail services on the terms set out in the Contract is adversely affected, Business

Stream shall be entitled to amend the terms of the contract at any time on or after the date on which any such determination or other regulatory action takes effect so that Business Stream is put in the same economic position as it would have been had the impact not occurred.

These terms and condition are valid for contract from 1st April 2022.