

## Donation Discount (Naturally SHARE/CARE)

### Terms & Conditions – Scotland

Please review the terms and conditions stated below before agreeing to our donation discount contracts with Business Stream.

Please note these terms and conditions are supplementary to our Standard Terms and Conditions which can be found [here](#). Any conflict of clauses that arise in reference to the supply or contract, these donation discount terms and conditions will take precedence, followed by the provisions set out on the contract and then the Standard Terms and Conditions of Supply.

#### **1. Eligibility**

To be eligible for this offer, Customer must satisfy all the following requirements:

- 1.1. Be the occupier of a non-household premises with a supply of water and or waste water within Scotland.
- 1.2. Agree and maintain a 3 (three) year fixed term contract with Business Stream as the retailer.
- 1.3. Sign up and manage your invoices online via our eBilling portal (My Business Stream) for the duration of your contract.
- 1.4. Arrange payments for your services to be paid by Direct Debit (monthly or due at billing) for the duration of your contract. Should a Direct Debit mandate be required, we will wait before applying any discount to the accounts until the details are received.
- 1.5. Accept a quote provided directly by a Business Stream representative (quotes are valid for 30 days from the date of creation).
- 1.6. Account(s) held with Business Stream that were contracted must have recently expired, or the current contract is nearing its end date enabling a renewal offer to become available; and
- 1.7. Any additional supply points not currently with Business Stream (that would satisfy the s.1 criteria) can be transferred to Business Stream if included in the original quote and contracted with the existing supply points with Business Stream as the retailer.
  - 1.7.1. If additional supply points are being transferred and included in the contract, at least 1 (one) supply point of the Customers portfolio must already be serviced by Business Stream.

#### **2. The Basics**

- 2.1. Legally binding contract between the retailer 'Business Stream SC294924' and the contracting legal entity stated on the contract particulars.
- 2.2. This contractual agreement can only be offered by a direct agent of Business Stream. This offer is not available through any broker or third party.
- 2.3. The total discounts offered and applied will be dependent on the service(s) supplied as per 'appendix 1' of the contract 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.

- 2.4. For eligible customers with supply points in Scotland the discount is applied to Scottish default tariff charges as published by us and updated annually which can be found [here](#).
- 2.5. 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.
- 2.6. Business Stream reserves the right to terminate this promotion and/or amend any of these Terms and Conditions, at any stage, if deemed necessary upon reviewing.

### **3. The Charities**

#### **3.1. Fair Share (SHARE)**

3.1.1. Registered: 19th Floor Millbank Tower, 21-24 Millbank, London, SW1P 4AP.

Registered Number: SC052672.

#### **3.2. Ecologi (CARE)**

3.2.1. Contributing to global climate action. More information about the non-profit social enterprise can be found at [Ecologi.com](https://www.ecologi.com).

### **4. Acceptance & Transfers**

- 4.1. Verbal acceptance made by you to a Business Stream agent in accordance with section 1 (one) will be treated as acceptance of the contract offer to 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.
  - 4.1.1. Additional supply points where at least 1 supply of service(s) can be included in the quote and transferred to Business Stream.
  - 4.1.2. If you are transferring any additional supply points or services to Business Stream, your current retailer may object to the request if you have an outstanding balance or are currently in contract. Business Stream will advise you of any objections received from your current retailer.
  - 4.1.3. Any additional supply points that are delayed in transferring will have the contract applied from the transfer date.

## **6. How**

- 6.1. Payments will be made to the charity of choice on a quarterly basis based upon paid bills during the quarterly period. Business Stream retains the right to change the payment schedule should payment be made to charities on a monthly, quarterly, bi-annual or annual basis.
- 6.2. Bills will show the full discount to be applied to the customer bill only, not including any sacrificed discount donated to charity.
- 6.3. External and separate communications will be issued to keep customers informed (directly or online).

## **7. VAT**

- 7.1. For Customers who are liable to pay VAT, the 2% sacrificed discount will be donated to the relevant organisation (s.6) on the Customers behalf, paid from Business Stream. Customers who are liable to pay VAT and have accepted this contractual offer, can't further claim tax relief on this charitable donation based on the 2% sacrificed discount contribution.

## **8. Further Obligations**

- 8.1. You are obliged to advise Business Stream of any changes to the premises, as well as any changes to the property which may affect the terms of supply and the liability of the water supply. These obligations are set out in the applicable Standard Terms and Conditions of Supply.

## **9. Termination**

If the following clauses have been satisfied:

- 9.1. Business Stream has supplied services applying a discount to Scottish default tariff charges; and
- 9.2. The contract is terminated (in whole or in part), irrespective of the reason for such termination prior to the initial end date.

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 based on the agreement between the contracting entities and the amount you would have been liable to pay had the discount or other contract specific pricing arrangements not been applied. Any discount which has been recovered from the customer, will not include any value of the sacrificed discount donated to charity.

These Terms and Conditions are valid for contracts processed from 15 July 2024

Last Updated: 16 July 2024