

## Real Estate Flex and Real Estate Flex Plus Terms and Conditions

If you'd like to take advantage of our Real Estate Flex or Real Estate Flex Plus offer, please review the Terms and Conditions related to this offer.

These Terms and Conditions for our 'Real Estate Flex' and 'Real Estate Flex Plus' offer supplement our standard Terms and Conditions for supplying water and waste water services for Scotland, plus water and waste water supply Contract (the "Contract"). If there is a conflict between our standard Terms and Conditions supplying water and waste water services for Scotland and the Contract, these Real Estate Flex Terms and Conditions will take precedence followed by the provisions of the Contract, and then the standard Terms and Conditions of supply.

1. Both 'Real Estate Flex' offers are valid from 1 April 2017.
2. To apply for our 'Real Estate Flex' or 'Real Estate Flex Plus' offers you can sign up by contacting our team on 0330 123 9528.
3. To be eligible for our 'Real Estate Flex' offer you must:
  - a) Own and/or manage one or more vacant premises in Scotland at the time of contracting with Business Stream.
  - b) Maintain a one year rolling Contract with Business Stream. Twenty business days' notice is required to terminate your Contract.
4. In addition to condition three, to be eligible for our 'Real Estate Flex Plus' offer, you must:
  - a) Manage at least six vacant premises in Scotland at the time of contracting with Business Stream.
5. Signing up to either of our 'Real Estate Flex' and 'Real Estate Flex Plus' offers in accordance with condition two above will be treated as acceptance by a customer of these Terms and Conditions.
6. The 'Real Estate Flex' and 'Real Estate Flex Plus' Contracts will automatically roll on to the next year unless 20 business days advance notice of termination is provided.
7. Consolidated billing is available through 'Real Estate Flex Plus' when a customer has six or more sites.
8. The total discounts offered and applied will be dependent on the service taken for the vacant premises and your properties rateable value at the time of sign up. Discounts are as follows, for customers with sewerage and drainage charges only – 6%, taps and troughs – 6% or water and waste water services – 15%. If Direct Debit is not taken as part of Real Estate Flex Plus, the discount will be reduced to 5% for water and waste water services and 0% for all other services. Your rateable value is based on information contained in our billing system (where available), information supplied to the central market system and where these are not available industry standards are used. The discounted rates are from tariffs published in the Business Stream's charging statement.
9. If you wish to add a vacant site or sites to this Contract you must give Business Stream seven business days' notice, and such notice shall provide whether such

additions shall apply for the supply of water service, waste water services or both. The discounts offered and applied will remain the same as the sites with the same services on your existing Contract.

### Ways to Pay

10. If you choose to pay by Direct Debit and 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 available on the [contact us page](#) of our website. Business Stream is not responsible for the security of any personal data that is emailed.
11. Direct Debit details are required to be provided each time your property becomes vacant
12. Incomplete Direct Debit mandate forms will be returned to customers by post, with further instructions on how to complete them. Applications will not be processed or discounts applied until they are completed and received.
13. When a customer has six or more sites, you can also choose to make payment by BACs.
14. 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. The results of the check will determine the Direct Debit payment frequency offered.

Flexible Direct Debit payment dates will be available for all customers except those with non-consolidated unmeasured water and waste water services.

15. The Contract start date and discounts will be applied to your Business Stream account as follows:
  - a) If your site is currently registered to Business Stream - the discounts will be applied to your account(s) within five working days of Business Stream receiving your Direct Debit mandate or from your contract start date. 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) If your site is currently registered to another Licensed Provider- an account will be opened and the discounts will be applied on the Contract start date, which includes the 20 business days' notice Business Stream has to give your current supplier. 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 supplier.
  - c) If you are a multi-site customer with both Business Stream and non-Business Stream sites, your Contract will commence the next working day. Non-Business Stream sites will begin the transfer-in process and billing will start after 20 business days.
16. If you are transferring your site or sites into Business Stream, your current Licenced Provider 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 Licenced Provider.

17. As part of your legal obligation as an owner or an agent managing a property, you must inform us if a tenant moves into your property.
18. If you wish to terminate this Contract for any Property you must give Business Stream 20 business days' notice, and such notice shall provide whether such termination shall apply for the supply of water service, waste water services or both. No termination fee will apply.
19. Unless otherwise agreed between you and Business Stream, any supply of water and/or waste water services after the date of termination of this Contract shall be subject to Business Stream's standard terms and conditions of supply.
20. If the Water Industry Commission for Scotland 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 wastewater services, which impacts Business Stream such that the economic basis on which Business Stream offers licensed services on the terms set out in the Contract is adversely affected, Business Stream shall be entitled to amend the terms of this Contract at any time on or after the date on which any such determination or other regulatory action takes effect so that Business Stream is put in the same economic position as it would have been had the impact not occurred.

\*Discount is based on the Business Stream tariffs as published in the Business Stream's charging statement for Scotland, the services taken (6% discount for sewerage and drainage customers or taps and troughs customers and 15% for water and waste water services customers) and your properties rateable value on the date of sign up. Contract includes a one year rolling contract agreement with Business Stream and payment by Direct Debit. If Direct Debit is not taken as part of Real Estate Flex Plus, the discount will be reduced to 5% for water and waste water services and 0% for all other services. Discounts are valid from the contract start date and are valid for the term of the agreement, if 20 business days' notice is not given prior to the end of your contract, your discounts and contract will automatically roll over. Excludes VAT. Full terms and conditions apply.