

Smart Water Extra Terms & Conditions

If you'd like to take advantage of our 'Smart Water Extra' Promotion, please review the Terms and Conditions related to this offer.

These Terms and Conditions for our 'Smart Water Extra' Promotion supplement our standard Terms and Conditions for supplying water and waste water services - England & Wales, and 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 - England & Wales and the Contract, these Smart Water Extra 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 'Smart Water Extra' Promotion you must be a non-household Customer in the Southern Water wholesale region that:

- a. Currently has a minimum of one Premise that receives water and/or waste water services from Scottish Water Business Stream Limited ("Business Stream"); and
- b. Wishes to transfer additional sites or Services from another Retailer to Business Stream, or:
- c. Offered this proposition at the discretion of a Business Stream representative

2. You must also:

- a. Sign up to and maintain a fixed term Contract with Business Stream for three years [The Contract term will commence on the receipt of your Direct Debit mandate]
- b. Pay all your Business Stream bills by Direct Debit
- c. View and manage your Business Stream bills online (eBilling on My Business Stream either online or via the app) for services to be supplied by Business Stream for the duration of your contract
- d. Your estimated annual charges for water and/or waste water services will also be taken into consideration. The total cash back offered and applied will be dependent on your estimated annual consumption. Your estimated annual consumption is based on information supplied to the central market system and where these are not available industry standards are used. This will be agreed before your contract is agreed.

3. 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 available on the contact us page of our website. Business Stream is not responsible for the security of any personal data that is emailed.

4. 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 introductory bonus applied until they are completed and received.

5. Signing up to our 'Smart Water Extra' Promotion in accordance with condition 2 above will be treated as acceptance by a customer of these Terms and Conditions.

6. Only one Introductory Bonus amount is available per Premise.
7. The introductory bonus will be paid to the Customer via a credit on their next bill or the following bill should a bill fall close to the Contract start date after successful transfer from another water Retailer to Business Stream.
8. The charges for Licensed Services shall be as set out in the Business Stream charging statement on the Business Stream website.
9. If you have nine or fewer employees (are a micro business customer) you can cancel this Contract within your cooling off period with no penalty, which is seven calendar days from the date of issue by Business Stream by calling us on 0330 123 200010.
10. The 'Smart Water Extra' Contracts will automatically roll on to the next year unless 20 business days' advance notice of termination is provided. If you are a Micro Business Customer the Contract will expire on the initial end date unless you confirm to us expressly that you would like the Contract to be extended.
11. If your Smart Water Extra Contract is terminated (irrespective of the reason for such termination) within your three-year Contract term, after the cooling off period and prior to the Initial End Date by you, or by Business Stream as a result of your breach of the Contract, Business Stream shall be entitled to recover from you the Introductory Bonus which would be payable via your final bill.
12. 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.
13. If you are transferring your Premise or Premises into Business Stream (including only your water or waste water service), 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.
14. The introductory bonus will be based on your individual spend with Business Stream and the number of premises transferred from another Retailer.
15. If Ofwat makes a determination or takes any other regulatory action 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 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. Business Stream shall give not less than one month's notice in writing of any such amended terms.

These Terms & Conditions are valid for contracts from the 27th May 2019.