

Smart Water Service Promotion Terms & Conditions

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

These Terms and Conditions for our 'Smart Water Service' 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 Service 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 Service' Promotion you must be a non-household customer who currently receives water and/or waste water services from Business Stream in the Southern Water wholesale region. You must also:
 - a. Maintain a fixed term Contract with Business Stream for one year
 - b. Sign up to and maintain payment of your water and/or waste water bills by monthly Direct Debit throughout your contract
 - c. View and manage your bills online throughout your contract (eBilling on my business stream) for services to be supplied by Business Stream by completing the online form www.business-stream.co.uk/SmartWater and, if you do not already pay by monthly Direct Debit at the time of sign up you must complete a Direct Debit mandate:
 - i) By completing the online form business-stream.co.uk/SmartWaterDD, or
 - ii) By confirming an instruction to pay by monthly Direct Debit to a Business Stream telephone adviser
2. Signing up to our 'Smart Water Service' Promotion in accordance with condition 2 above will be treated as acceptance by a Customer of these Terms and Conditions.
3. If you do not complete all components of your Contracts, including payment by Direct Debit and eBilling, failure to sign up to pay by Direct Debit and completion of the sign up process for eBilling (within 21 days by following the link on email we send you), following completion of the 'Smart Water Service' means that you will not be eligible to receive your £25 introductory bonus, Business Stream may also consider you to be in breach of your Contract.
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 sent

until they are completed and received.

5. Signing up to our 'Smart Water Service' 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 of £25 is available per Customer (including Customers with multiple sites and accounts)
7. On completion of an application, one introductory bonus amount of £25 will be paid to Customer via a credit on their next bill or the following bill should a bill fall close to the Contract start date.
8. The charges for Licensed Services shall be as set out in the Business Stream charging statement on the Business Stream website.
9. 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.
10. As Customer, you are obliged to advise Business Stream of any changes to the Premises, as well as any changes to the Premises which may affect the terms of supply. These obligations are set out in the applicable Standard Terms and Conditions.
11. 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 2000.
12. The 'Smart Water Service' 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.
13. If the 'Smart Water Service' Promotion Contract is terminated (irrespective of the reason for such termination) 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 £25 introductory bonus which would be payable via your final bill.
14. 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.
15. These Terms and Conditions shall be governed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales. All communications with you will be in English.

16. 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.