

## Standard terms and conditions for supplying water and waste water services – England & Wales

### 1 Introduction

- 1.1 These are the Standard Terms and Conditions which form part of the contract between Business Stream and the Customer.
- 1.2 “**Business Stream**” means Scottish Water Business Stream Limited, the company with registered number SC294924 and having its registered office at 1-3 Lochside Crescent, Edinburgh EH12 9SE.
- 1.3 The “**Customer**” is:
- 1.3.1 if a Water and Waste Water Supply Contract is in place, the party named as customer in the Water and Waste Water Supply Contract; or
  - 1.3.2 if no Water and Waste Water Supply Contract is in place, the party in receipt of the Services at the Property or Properties (as applicable), which is the tenant, or where not occupied, the owner.
- 1.4 The “**Services**” are:
- 1.4.1 if a Water and Waste Water Supply Contract is in place, those water and waste water services and related services described in the Water and Waste Water Supply Contract; or
  - 1.4.2 if no Water and Waste Water Supply Contract is in place, the water, waste water and related services received at the Property or Properties (as applicable) by the Customer delivered by Business Stream.
- 1.5 Business Stream and the Customer are the “**Parties**” referred to in these Standard Terms and Conditions. Other words and expressions used have the meanings given to them in Appendix 1, which also includes rules about interpretation.
- 1.6 These Standard Terms and Conditions are the applicable terms and conditions of interim supply by Business Stream to a Customer further to an order made in accordance with S63AE or S110N of the Water Industry Act 1991.

## 2 Documents which form the contract

- 2.1 Subject to Condition 2.2, the following documents, to the extent that each is in place and/or applicable, constitute the entire agreement between Business Stream and the Customer for the Services (referred to as the "**Contract**"):
- 2.1.1 these Standard Terms and Conditions;
  - 2.1.2 the Charging Statement;
  - 2.1.3 the Service Standards; and
  - 2.1.4 the Water and Waste Water Supply Contract.
- 2.2 The entire agreement provision in Condition 2.1 does not exclude any provision imposed impliedly or expressly by law.
- 2.3 If the Standard Terms and Conditions and the Water and Waste Water Supply Contract conflict or are inconsistent, the Water and Waste Water Supply Contract shall take precedence.

## 3 The start of the Contract and its duration

- 3.1 Subject to Clause 3.3, these Standard Terms and Conditions begin to apply:
- 3.1.1 if the Customer applies to Business Stream to supply the Services, from the date that application is accepted; or
  - 3.1.2 if the Customer receives Services and there is no written contract in place with Business Stream, from the first date those Services are received (a "Deemed Contract"); or
  - 3.1.3 if the Customer is an existing customer of Business Stream and Business Stream notifies the Customer of the date on which these Standard Terms and Conditions apply, the date set out in that notice; or
  - 3.1.4 if the Customer and Business Stream were parties to a Deemed Contract, the date on which the Deemed Contract ends if the Customer continues to receive Services.
- 3.2 The Contract will continue until it is terminated in accordance with Condition 14.
- 3.3 Where the Customer is a Micro-Business, these Standard Terms and Conditions shall apply only if Business Stream has provided to the Customer such information as set out in Condition 6.1.1 of the Customer Protection Code of Practice.

## **4 Market Regulation**

- 4.1 There are various market regulations comprising directions and market codes which are determined by Ofwat and which relate to the Services. In providing the Services, Business Stream will comply with the relevant Market Regulations.
- 4.2 The Customer shall provide to Business Stream such information as may reasonably be requested to enable Business Stream to adhere to the Market Regulations.

## **5 Customer compliance**

- 5.1 The Customer must comply with all laws, and obtain and comply with all necessary permits and consents which apply to the Customer in relation to the Services, including any consent needed for trade effluent.
- 5.2 The Customer must comply with the terms and conditions of the Wholesaler and any other contract with the Wholesaler (or other third party) in relation to the metering equipment at any Property.

## **6 Customer notifications about changes to the Property**

- 6.1 The Customer shall notify Business Stream as soon as practicable:
- 6.1.1 if the Contract is in force prior to that date, the date on which the Customer commenced occupation of the Property;
  - 6.1.2 if the Customer intends to take occupation of a new Property, and the date of that intended occupation;
  - 6.1.3 if it intends to vacate the Property, and the date of that intended vacation;
  - 6.1.4 of its vacation of the Property;
  - 6.1.5 if it intends to grant a lease or occupancy right in relation to the Property, including details of the new occupier and the date on which the occupier will change;
  - 6.1.6 the granting of such a lease or occupancy right, including details of the new occupier;
  - 6.1.7 if there is any reassessment of the rateable value of the Property, including the reassessed value and date that reassessment applied from;
  - 6.1.8 if the ownership of the Property changes, including the details of the new owner;
  - 6.1.9 about any change to the Property which may result in it being classified as Household,
  - 6.1.10 of any change of use, extension or addition to the Property which may impact on the charges for the Services,

and shall keep Business Stream notified with accurate information in relation to such issues, and provide Business Stream without delay with such information as may be reasonably requested.

- 6.2 If the Customer serves notice on Business Stream in accordance with Condition 6.1.6, 6.1.8 or 6.1.9, the Customer shall serve a similar notice on the body responsible for the assessment of the rateable value of the Property or Properties.
- 6.3 The Customer shall notify Business Stream of any previous or current accounts with Business Stream held by the Customer or a Related Customer or any other previous or existing customer/supplier or similar relationships.

## **7 Customer responsibilities**

- 7.1 The Customer acknowledges and agrees that:
- 7.1.1 the Customer is responsible for the water and waste water pipework in, on or under the Property, including responsibility for any loss of water or for any water or waste water flooding arising from the condition of that pipework; and
- 7.1.2 the Customer shall become the owner of the water supplied to it when it reaches the Connection Point and that the Customer will be responsible for the risk of flooding, together with any other losses the Customer or any other person might suffer in connection with the supply of the water.

## **8 Charges**

- 8.1 The charges levied by Business Stream, and the basis on which Business Stream works out the charges for the Services, are set out in the Charging Statement, as supplemented by the Water and Waste Water Supply Contract.
- 8.2 Unless otherwise agreed with the Customer, Business Stream shall be entitled to change the charges for the Services from time to time. Business Stream shall change the charges for the Services by publishing a new Charging Statement, in advance of the changes taking effect, on its website at [www.business-stream.co.uk](http://www.business-stream.co.uk). The changes to the charges for the Services shall take effect from the effective date stated in the new Charging Statement.
- 8.3 Business Stream may recover from the Customer its reasonable costs and losses including lost charges (subject to any default maximum tariffs which may apply under the Market Regulations) which relate to any breach by the Customer of the Contract, including costs and losses in connection with or resulting from:
- 8.3.1 recovering unpaid charges;
- 8.3.2 any change to payment methods, if the Customer has agreed to pay the charges for the Services by direct debit;

- 8.3.3 Business Stream or the Wholesaler attending the Property in connection with a breach of the Contract, including if the Customer fails to keep to an agreed appointment or fails to allow access to a Property in accordance with Condition 12.1; or
- 8.3.4 correcting the unauthorised removal of, obstruction of, damage to, tampering with or the fitting of devices to a meter or metering equipment;
- 8.3.5 charges levied by the Wholesaler against Business Stream due to the breach of a Law by the Customer;
- 8.3.6 a leak in the supply to the Property (irrespective of whether such leak occurs inside or outside the Property) unless and until a leak allowance is granted by the Wholesaler (in its sole and unfettered discretion).
- 8.4 Business Stream may recover from the Customer any charges levied on Business Stream by the Wholesaler in relation to the Customer including any relating to the disorderly exit of the Customer, irrespective of whether (i) Business Stream delivered the relevant services and/or supplies to that Customer which are the subject of the charges and (ii) Business Stream was the water retailer for the Customer at the time the charges were incurred.
- 8.5 All charges will have applicable taxes or duties charged on them, including VAT at the current rate.
- 8.6 For the recovery of lost charges due to Customer breach in relation to metering equipment, Business Stream will be permitted to assess the amount of charges lost during the period of damage by referring to the most recent average daily use at the Supply Point before the meter stopped recording usage accurately.
- 8.7 If a leak allowance is granted by the Wholesaler, Business Stream shall refund to the Customer those charges paid by the Customer to Business Stream which have been paid or are payable by the Wholesaler to Business Stream as part of the leak allowance payment.
- 8.8 Business Stream accepts no liability to the Customer for the Customer's failure to secure any payment exemptions for which the Customer is eligible, and the award of any such payment exemptions to the Customer shall have no retrospective effect on charges paid or payable by the Customer to Business Stream.

## **9 Payment**

- 9.1 The Customer shall pay Business Stream the charges for the Services in accordance with the Charging Statement and the Water and Waste Water Supply Contract (as applicable), and any other amounts properly due in connection with the Contract.
- 9.2 Business Stream may issue a bill or adjust any bill already issued:

- 9.2.1 if there is a reassessment of the rateable value of a Property resulting from any change of use, extension or addition to that Property, which change impacts on the charges for the Services; or
- 9.2.2 if the Customer owns, leases or otherwise uses a Property for which the Customer has not paid charges for Services supplied to that Property; or
- 9.2.3 if information relating to the Trade Effluent consent is retrospectively applied as set out in the Charging Statement,

in which case the bill may be backdated to the date of any reassessment of rateable value, to the date on which the Customer first occupied the Property (as applicable) or to such date as mandated by the Charges Scheme applicable to the relevant Wholesaler.

- 9.3 Each bill issued by Business Stream shall contain the Minimum Information Requirements.
- 9.4 Business Stream shall issue each bill to the Customer either in the post or electronically, which shall constitute receipt by the Customer. The Customer shall pay each bill in accordance with the payment terms set out in the relevant bill and/or the Water and Waste Water Supply Contract (if applicable). If the Customer disputes part of a bill, the Customer shall pay the undisputed amount.
- 9.5 If the Customer disputes all or part of a bill based on whether particular Services referred to in the bill are being provided in whole or in part, Business Stream will instruct the Wholesaler to verify whether such disputed Services are or are not being provided. If the Services are verified as being provided then Business Stream may recover from the Customer the verification costs which it has to pay the Wholesaler.
- 9.6 Business Stream can charge interest at the rate of 4% a year above the Bank of England base rate for the period from the date 10 days after the date until payment.
- 9.7 If the Customer has agreed to pay the charges for the Services by direct debit, Business Stream may change, without notice to the Customer and with immediate effect by notice to the Customer's bank, the amount payable by a Customer to reflect its entire liability to Business Stream pursuant to the Contract. The failure of any payment due under the Contract by direct debit (for any reason) shall not affect the Customer's liability to make that payment through other means.
- 9.8 If a Customer makes a payment which is not sufficient to cover all charges due, the payment will be used in the following order:
  - 9.8.1 against water or waste water charges which have been unpaid for 90 days or more (taking the oldest debt first);
  - 9.8.2 split equally against water and waste water charges (to the extent such are unpaid) until the charges for one are fully paid; and
  - 9.8.3 if there is any amount left over, used to pay any other outstanding charges.

## **10 Refundable deposit**

- 10.1 At any time, Business Stream may request the payment of a refundable deposit by the Customer for such amount as determined by Business Stream, acting reasonably.
- 10.2 A request for a refundable deposit shall be accompanied by a statement from Business Stream as to why the refundable deposit has been requested and the purpose for which it will be held and used and any such other relevant information as determined by Business Stream from time to time.
- 10.3 When requested the amount of the refundable deposit shall be immediately payable by the Customer to Business Stream.
- 10.4 Business Stream may use the refundable deposit to pay any charges or other amounts due by the Customer pursuant to the Contract, but otherwise shall hold use and repay the refundable deposit in accordance with the statement provided.

## **11 Meters**

- 11.1 The Customer authorises Business Stream to make the metering arrangements determined by Business Stream, acting reasonably, to be necessary in connection with the Services, including installing, maintaining, testing, repairing, replacing, removing, disconnecting and reconnecting meters and metering equipment at the Property.
- 11.2 The Customer shall, at its own cost, procure the approval of any third party needed to allow Business Stream to make any arrangements in accordance with Condition 11.1, and shall provide evidence of such approval to Business Stream on request.
- 11.3 Unless agreed otherwise in writing, ownership of the meter and metering equipment will not be transferred to the Customer and will remain the property of the Wholesaler or Business Stream or any other person providing it.
- 11.4 The Customer shall not remove the meter or the metering equipment and must take reasonable care to keep the meter and metering equipment free from obstruction or damage (including damage by frost) and interference.
- 11.5 A Customer may fit any device to a meter or metering equipment, including a Data Logger, provided it has the prior written approval of Business Stream (and for the avoidance of doubt, no fitting shall be approved unless undertaken by an accredited fitter)..
- 11.6 An authorisation granted to Business Stream may be exercised by it and/or by the Wholesaler, and include access for the employees, contractors or representatives of Business Stream and the Wholesaler.

## 12 Access

- 12.1 At all reasonable times, the Customer must allow Business Stream safe and unobstructed access (by vehicle in appropriate cases) to the Property, including access to the meter, metering equipment and associated pipework to:
- 12.1.1 do anything in connection with a meter, metering equipment and associated pipework, including reading, inspecting, testing, repairing, exchanging, installing, disconnecting, removing or reconnecting a meter, metering equipment or associated pipework;
  - 12.1.2 disconnect the supply;
  - 12.1.3 disconnect the supply of another customer with whom the Customer shares that supply;
  - 12.1.4 disconnect and/or uplift (as appropriate) the meter or other equipment owned by Business Stream and/or the Wholesaler (if the Services are terminated);
  - 12.1.5 inspect or test a meter or connection not owned or provided by or for Business Stream and/or the Wholesaler;
  - 12.1.6 allow Business Stream to adhere to the Market Regulations;
  - 12.1.7 sample water quality; or
  - 12.1.8 sample or monitor trade effluent.
- 12.2 Business Stream shall have access for the purposes described in Condition 12.1 at any time if:
- 12.2.1 there is danger to life, health or property in connection with the supply; or
  - 12.2.2 access is needed/allowed by law.
- 12.3 The access rights granted to Business Stream may be exercised by it and/or by the Wholesaler, and include access for the employees, contractors or representatives of Business Stream and the Wholesaler.
- 12.4 If the access required by the Contract is denied by the Customer, Business Stream may seek a court order to allow access (or may instruct the Wholesaler so to do) and Business Stream may recover from the Customer all reasonable costs associated with applying for and obtaining such court order, whether such costs are those which Business Stream is liable to pay the Wholesaler or otherwise.

## 13 Disconnections and reconnections

- 13.1 Business Stream may temporarily disconnect a supply of water services and/or waste water services to a Property, in accordance with the Disconnections Document, if:

- 13.1.1 the Customer does not pay an amount properly payable in accordance with the Contract (including a refundable deposit);
  - 13.1.2 the Customer does not allow Business Stream or its agents access to a water meter;
  - 13.1.3 the Customer does not comply with Law; or
  - 13.1.4 the Customer requests the temporary disconnection.
- 13.2 Prior to temporary disconnection of the Services to a Property in accordance with Conditions 13.1.1 or 13.1.2, Business Stream shall issue a Disconnection Warning Notice to the Customer.
- 13.3 If Business Stream temporarily disconnects a supply of Services in accordance with Condition 13.1, Business Stream shall charge the Customer the appropriate disconnection charge as set out in the Charging Statement.
- 13.4 Business Stream may permanently disconnect the supply to a Property in accordance with the Disconnections Document if:
- 13.4.1 the Customer illegally uses the Services (if the illegal use is of water services, the supply of water services will be disconnected and if the illegal use is of waste water services, the supply of waste water services will be disconnected);
  - 13.4.2 the Customer requests such permanent disconnection; or
  - 13.4.3 the Customer has been disconnected on a temporary basis (whether water or waste water services) for three months or more.
- 13.5 The Customer shall indemnify Business Stream for any costs incurred by Business Stream in undertaking a permanent disconnection at a Customer's Property.
- 13.6 If Business Stream disconnects a supply of Services to a Property on a temporary basis, and the Customer requests reconnection and has paid in advance to Business Stream the appropriate reconnection fee, then Business Stream will reconnect:
- 13.6.1 where the temporary disconnection was due to non-payment, denying access to a water meter or failure to provide a refundable deposit, the breach has been remedied; or
  - 13.6.2 if the temporary disconnection was because the Customer did not adhere to Law or any consent needed for trade effluent, Business Stream receives confirmation from the Wholesaler that the breach has been remedied.
- 13.7 If Business Stream permanently disconnects a Property the Customer will need to apply for a new connection if it wants reconnection, and Business Stream will not re-connect pursuant to this Contract.

- 13.8 If following a temporary disconnection the Customer without appropriate authority procures or allows a physical reconnection to be carried out then the Customer shall be liable for the charges for all of the Services used following that connection.
- 13.9 From 8 April 2020, no amounts owed by the Covid-19 Affected Customer to us are “due” or shall be treated as “due” by us for the purposes of a disconnection notice under section 61(1ZC)(b) of the 1991 Act, and for these purposes only. All other rights and obligations under these Terms and Conditions of Supply are unaffected by this clause 13.9.

## **14 Termination**

- 14.1 This Contract can only be terminated in accordance with this Condition 14.
- 14.2 If Business Stream disconnects permanently a Property the Contract as it relates to that Property will cease to apply at the date of disconnection (subject to Condition 15.1);
- 14.3 Subject to Clause 14.7, a Customer may terminate this Contract for any Property by giving Business Stream 3 months’ notice, and such notice shall provide whether such termination shall apply for the supply of water service, waste water services or both.
- 14.4 Business Stream may terminate this Contract in relation to a Property if an administrator, administrative receiver, nominee, supervisor of a voluntary arrangement, liquidator, provisional liquidator, trustee in bankruptcy, interim trustee in bankruptcy, trustee appointed by trust deed, judicial factor or other similar office-holder is appointed to the Customer or over all or any of the Customer's assets or equivalent in another jurisdiction.
- 14.5 Business Stream may terminate this Contract in relation to a Property if the Property becomes Household.
- 14.6 Business Stream may terminate this Contract if it asks for a refundable deposit pursuant to Condition 10 and it is not provided by the Customer.
- 14.7 The Parties acknowledge and agree that a Customer may not terminate this Contract and/or switch retail water supplier if, at the date of purported termination, the Customer has any unpaid invoices which were issued by Business Stream 90 days or more prior to the purported date of termination.

## **15 Consequences of termination**

- 15.1 Termination of the Contract shall have no effect on the accrued rights of both Business Stream and the Customer and those Conditions which expressly or impliedly have effect after termination will continue in full force and effect.
- 15.2 If this Contract ends for any reason, or if the Customer has submitted an application to switch from Business Stream to another licenced supplier, all amounts due to Business Stream under this

Contract will become immediately due and payable by the Customer (without prejudice to any right to claim for interest).

- 15.3 If following the settlement of all amounts due to Business Stream there remains any part of a refundable deposit held pursuant to Condition 10, such amount shall be repaid to the Customer.
- 15.4 If the Contract terminates in relation to part of the Services, the Contract shall continue to apply in respect of those parts of the Services which are not terminated.
- 15.5 If a notice of termination of the Contract (in whole or part) is served by the Customer, Business Stream may ask the Customer to provide a final meter reading, further to which the Customer shall provide such final meter reading.
- 15.6 If the Customer does not provide an accurate final meter reading in accordance with Condition 15.5, the Customer may be liable for the difference between the meter reading upon which the final bill was based, or the final estimated bill, and the next meter reading.

## **16 Personal information**

- 16.1 In providing the Services, Business Stream shall:
  - 16.1.1 comply with all applicable Data Protection Laws; and
  - 16.1.2 Process any Personal Data in accordance with the privacy statement as may be amended from time to time, a current copy of which can be found at [www.business-stream.co.uk/privacy-policy](http://www.business-stream.co.uk/privacy-policy) ("**Privacy Statement**").
- 16.2 Business Stream will use Personal Data provided to it:
  - 16.2.1 in order to supply the Services to the Customer;
  - 16.2.2 in order to process Customer payments for the Services. and
  - 16.2.3 for any other purpose or use to which the Customer consents to from time to time, in accordance with Condition 16.1.

## **17 Complaints**

- 17.1 Customers may use and Business Stream shall comply with the Complaints Handling Process.

## **18 Notices**

- 18.1 Where any notice or other communication is to be made under this Contract, it must be in writing and marked for the attention of the person or persons notified for that purpose.
- 18.2 A notice shall be treated as having been received:

- 18.2.1 if delivered by hand (including courier) within Delivery Hours, when so delivered;
  - 18.2.2 if delivered by hand (including courier) outside Delivery Hours, at the next start of Delivery Hours;
  - 18.2.3 if sent by first class pre-paid post, guaranteed next day delivery, post with delivery confirmation or receipt (for example, special delivery):
    - 18.2.3.1 and posted on a Business Day, the later of actual receipt and 9am on the Business Day after posting; and
    - 18.2.3.2 and not posted on a Business Day, the later of actual receipt and 9am on the second Business Day after posting;
  - 18.2.4 if sent by email or any other electronic means during a Business Day, it is received on that Business Day; and
  - 18.2.5 if sent by email or any other electronic means outside of a Business Day it is received the following Business Day.
- 18.3 In proving that notice has been given, it shall be conclusive evidence to demonstrate that delivery was made, or that the envelope containing the notice was properly addressed and posted (as the case may be).

## **19 Change**

- 19.1 Business Stream may notify the Customer of a change to these Standard Terms and Conditions, and such changes will apply from the date of such notice.
- 19.2 The Customer agrees that if the Customer continues to receive the Services after the date of notice served in accordance with Condition 19.1, the Customer will be deemed to have accepted the revised Standard Terms and Conditions.

## **20 Liability**

- 20.1 If Business Stream fails to meet the Service Standards in delivery of the Services, Business Stream shall be liable to the Customer for compensation payable in accordance with the Service Standards.
- 20.2 Except as set out in the Service Standards, and subject to Condition 20.4, Business Stream shall not be liable to the Customer for any:
  - 20.2.1 loss of revenue;
  - 20.2.2 loss of profit;
  - 20.2.3 loss of contract;

- 20.2.4 business interruption;
- 20.2.5 depletion of goodwill and/or similar losses;
- 20.2.6 loss of anticipated savings;
- 20.2.7 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses (including for lack of, or defective quality of, water);
- 20.2.8 infringement of any third party's intellectual property rights in respect of the of the provision of the Services or otherwise,
- 20.2.9 any faults in a meter or metering equipment which Business Stream or the Wholesaler do not own or have not provided, or for any resulting loss, cost, damage or injury;
- 20.2.10 any faults in a meter or metering equipment resulting from the Customer fitting any device to or tampering with that meter or metering equipment;
- 20.2.11 any loss, cost, damage or injury resulting from the Customer fitting any device to or tampering with a meter or metering equipment; or
- 20.2.12 any loss, cost, damage or injury resulting from installing a meter or metering equipment, unless the meter or metering equipment is installed by Business Stream or its employees or agents,

however it is caused, even if it could have reasonably been foreseen, and whether it is caused by Business Stream's negligence or not.

- 20.3 Business Stream's total liability to the Customer in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract or the use of the Services by the Customer will in all circumstances not exceed the amount of £50,000 for each incident or series of related incidents.
- 20.4 Nothing in this Contract excludes or limits for the liability of Business Stream for:
  - 20.4.1 death or personal injury resulting from its negligence or that of any of its officers, employees or agents; or
  - 20.4.2 for fraudulent misrepresentation.
- 20.5 Except as set out in the Service Standards, the maximum liability of Business Stream to the Customer for loss or damage caused to the Customer for any act or failure to act by the Wholesaler is the amount (if any) that Business Stream is entitled to recover from the Wholesaler.
- 20.6 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.

## **21 General**

- 21.1 The failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract. No waiver shall be effective unless it is expressly stated to be a waiver in a notice to the other Party.
- 21.2 Each Party shall do and procure to be done any further acts and things and will sign and procure to be signed any other documents as the other Party may reasonably require for the purposes of giving that Party the full benefit of the provisions of this Contract. The cost of all actions and steps taken pursuant to this Condition 21.2 will be borne by the Party requiring them to be done.
- 21.3 If at any time any provision of this Contract is or becomes invalid or illegal in any respect, such provision shall be deemed to be severed from this Contract, but the validity, legality and enforceability of the remaining provisions of this Contract shall not be affected or impaired thereby.
- 21.4 The Customer may not transfer any of its rights or responsibilities under this Contract to another person without Business Stream's prior written permission.
- 21.5 Business Stream may transfer any of its rights or responsibilities to another appropriately licenced supplier.

## **22 Law and Jurisdiction**

- 22.1 This Contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts.
- 22.2 The Customer agrees that Business Stream is entitled to demand that all payments be made by the Customer to Business Stream's principal place of business at 1-3 Lochside Crescent, Edinburgh, EH12 9SE.

## Appendix 1

### 1. Defined terms

**"Business Day"** – any day other than a Saturday or Sunday or a bank holiday in England;

**"Charges"** – the charges for the services delivered by Business Stream;

**"Charging Statement"** – the charging statement made by Business Stream which shall be compliant with the Charging Rules which sets out the Charges;

**"Charging Rules"** – the rules made by Ofwat which regulate various charges that undertakers are allowed to impose on various parties;

**"Complaints Handling Process"** – the complaints handling process that Business Stream has in place in accordance with Condition 10 of the Customer Protection Code of Practice;

**"Connection Point"** – in relation to any Supply Point, the point at which the private pipework supplying water for the Supply Point connects to the public water supply system;

**"Contract"** – has the meaning given to it in Condition 2;

**"Covid-19 Affected Customer"** – a Customer that is impacted by Covid-19 and defined as a Covid-19 Affected Customer by the Customer Protection Code of Practice;

**"Customer Protection Code of Practice"** – the code of practice issued by Ofwat to place obligations on retailers to protect non-household customers in May 2016 and as may be updated from time to time;

**"Data Logger"** – an electronic data logging device which monitors, records and retransmits the pulsed output from the meter;

**"Data Protection Laws"** – all statutes, laws, secondary legislation and regulations pertaining to data protection in force in the UK and as may be amended, updated, reinstated or replaced from time to time;

**"Deemed Contract"** – either:

- (i) an arrangement between the Customer and Business Stream where the Customer is receiving a water supply or waste water services from Business Stream but no contract has otherwise been agreed between the Customer and Business Stream, in accordance with the Retail Exit Code; or
- (ii) an interim supply arrangement between the Customer and Business Stream in accordance with the Interim Supply Code;

**"Delivery Hours"** – means 09.00 to 17.00 on a day which is not a Saturday or Sunday or a bank holiday in England;

**“Household”** means, in relation to any property that it is a ‘dwelling’ within the meaning of Part II of the Local Government Finance Act 1992;

**“Instruments of Appointment”** – means the document authorising an undertaker to operate a water and/or sewerage network in a specified area, subject to conditions contained in the relevant instrument;

**“Interim Supply Code”** – means the interim supply code issued by the Water Services Regulation Authority pursuant to sections 63AF and 1100 of the Water Industry Act 1991;

**“Law”** – means all applicable law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which a Party is bound to comply, including but not limited to the Water Supply (Water Fittings) Regulations 2000;

**“Market Arrangements Code”** means the non-statutory code, established by conditions in Water Supply and Sewerage licenses and Instruments of Appointment, which establish how the market will operate, including the panel to help oversee the codes of practice and any changes to these;

**“Market Regulation”** means the Water Supply and Sewerage Licence, the Market Arrangements Code, the Charging Rules, the Wholesale-Retail Code, and the Customer Protection Code of Practice;

**“Micro Business”** - has the meaning given to it in the Customer Protection Code of Practice;

**“Minimum Information Requirements”** - has the meaning given to it in the Customer Protection Code of Practice;

**“Ofwat”** – the economic regulator of the water sector in England and Wales;

**“Personal Data”** – has the meaning given to that term in the Data Protection Act 2018, as amended or varied from time to time;

**“Property”** – means:

- (a) in terms of supplying water, premises which are (or are to be) connected to the public water supply system; and
- (b) in terms of providing waste water services, premises which are (or are to be) connected to the public sewerage system,

and which are to receive the Services in accordance with these terms and conditions, and which are not Household (apart from the residential part of properties which are part residential within the meaning of Part II of the Local Government Finance Act 1992), and which prior to the application of these Standard Terms and Conditions may be serviced by another licensed provider;

**“Related Customer”** means a company which is in the same group as the Customer (being a holding company or subsidiary company of the Customer as defined in section 1159 of the Companies Act 2006 and any other company which is itself a subsidiary company of such a holding company, or a company which has a director who is also a director of the Customer;

**“Retail Exit Code”** means Ofwat’s code setting out the basis for schemes which set out the terms and conditions which apply where a wholesaler has exit the non-household retail market and affected customers have not otherwise negotiated a contract with the relevant retailer;

**“Service Standards”** – the document issued by Business Stream from time to time providing information about Business Stream’s Service Standards in England and Wales;

**“Supply Point”** – in terms of water services or waste water services, the supply point for a Property which is registered to Business Stream for providing water services or waste water services;

**“Water Supply and Sewerage Licence”** – means the document authorising Business Stream to supply water and/or sewerage services to eligible non-household customers;

**“Water and Waste Water Supply Contract”** – means the contract between the Customer and Business Stream setting out specific terms and conditions;

**“Wholesaler”** – the relevant licensed regional water company appointed further to an Ofwat instrument of appointment;

**“Wholesale-Retail Code”** – the code of that name issued by Ofwat under sections 66DA and 117F of the Water Industry Act 1991, as amended from time to time, which sets out the rules (including business terms, operational terms and market terms) which apply to agreements between undertakers and licensees.

## **2. Rules of interpretation which apply to these Standard Terms and Conditions**

2.1 Headings are for ease of reference only and shall not affect the construction or interpretation of these Standard Terms and Conditions.

2.2 In these Standard Terms and Conditions:

2.2.1 the singular shall include the plural and vice versa and reference to one gender shall include any other gender, and references to persons shall include firms and bodies corporate;

2.2.2 reference to a Condition is to the relevant condition of these Standard Terms and Conditions unless otherwise stated;

2.2.3 any reference to a statute, statutory provision or subordinate legislation ("**legislation**") shall (except where the context otherwise requires) be construed as referring to:

- 2.2.3.1 such legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation; and
- 2.2.3.2 any former legislation which it re-enacts, consolidates or enacts in rewritten form;
- 2.2.4 any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal term;
- 2.2.5 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words which precede those terms;
- 2.2.6 any reference to a "company" shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established; and
- 2.2.7 any reference to any other document is a reference to that other document as amended, varied, supplemented, or novated (in each case, other than in breach of the provisions of these Standard Terms and Conditions) at any time.