

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 but Services are being provided pursuant to or following arrangements having been made by the Customer to receive those Services from Business Stream (including arrangements for a fixed term that have now expired), 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 (excluding services (if any) in respect of which the Water and Waste Water Supply Contract provides that other terms and conditions will apply); or
 - 1.4.2 if no Water and Waste Water Supply Contract is in place but water and waste water services and related services are being provided pursuant to or following arrangements having been made by the Customer to receive those services from Business Stream (including arrangements for a fixed term that have now expired), the water and waste water and related services received at the Property or Properties (as applicable) by the Customer and delivered by Business Stream (excluding services (if any) in respect of which the Customer and Business Stream have agreed that other terms and conditions will apply).
- 1.5 Business Stream and the Customer are the “**Parties**” referred to in these Standard Terms and Conditions and a reference to a “**Party**” shall be interpreted accordingly. Other words and expressions used have the meanings given to them in Appendix 1, which also includes rules about

interpretation.

- 1.6 For the avoidance of doubt these Standard Terms and Conditions do not apply to customers receiving water and waste water services from Business Stream pursuant to a Deemed Contract. The terms and conditions applicable to such Deemed Contract with a customer are as set out on the Business Stream website at <https://www.business-stream.co.uk/terms-conditions>.

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 the Water and Waste Water Supply Contract (to the extent the same has been agreed and remains in place between the Parties);
 - 2.1.2 any other arrangement entered into between Business Stream and the Customer for services or other matters related to the provision of water and waste water services (to the extent the same has been agreed and remains in place between the Parties);
 - 2.1.3 the Charging Statement;
 - 2.1.4 the Service Standards; and
 - 2.1.5 these Standard Terms and Conditions.
- 2.2 Nothing in the Contract shall preclude the exercise by Business Stream of any of its rights or powers available under any applicable Law.
- 2.3 If there is any inconsistency or conflict between any one or more of the documents referred to at Condition 2.1, then the order of precedence between them will be the order in which they are listed in Condition 2.1. a document higher in the order will prevail over a document lower in the order to the extent of any inconsistency or conflict.

3 The start of the Contract and its duration

- 3.1 The terms of the Contract will apply to Services received by the Customer from:
- 3.1.1 in the case of a Customer entering into a Water and Waste Water Supply Contract, the earlier of (i) the date and time from which Business Stream commences the supply of Services to the Customer under such Contract; and (ii) such other date as is set out in the Water and Waste Water Supply Contract; or
 - 3.1.2 in the case of a Customer entering into an arrangement with Business Stream for services or other matters related to the provision of water and waste water services by Business Stream to the Customer (other than a Water and Waste Water Supply Contract), the earlier of (i) the date and time from which Business Stream and the Customer enter into

the relevant arrangement; and (ii) such other date as is set out in the relevant arrangement.

- 3.2 In the event that a Water and Waste Water Supply Contract entered into by the Customer with Business Stream (or other arrangement entered into by the Customer with Business Stream for services or other matters related to the provision of water and waste water services) is terminated or otherwise expires, but the Customer continues to receive Services from Business Stream, such Services shall continue be provided on the basis of the Contract (as set out in Condition 2 and with the exception of those parts of the Contract which have terminated or expired).
- 3.3 Subject always to any specific terms in a Water and Waste Water Supply Contract or other arrangement agreed between the Parties (in each case if applicable) as to the duration of such contract and/or arrangements, the Contract will continue until it is terminated in accordance with Condition 14.
- 3.4 Where the Customer is a Micro-Business, Business Stream shall provide the Customer with such information as set out in 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 (including the Customer Protection Code of Practice).
- 4.2 The Customer shall, on request, provide to Business Stream such information as may be reasonably requested to enable Business Stream to adhere to the Market Regulations (including the Customer Protection Code of Practice).

5 Customer compliance

- 5.1 The Customer must comply with all Laws (and obtain and comply with all necessary permits, authorisations 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:
- 5.2.1 all Laws;
 - 5.2.2 all terms and conditions of the Wholesaler; and
 - 5.2.3 any other contract or agreement with the Wholesaler (or other third party);
- in each case, in relation to the metering and associated equipment at each Property.

6 Customer notifications about changes to each Property

- 6.1 The Customer shall notify Business Stream as soon as practicable (using the contact details set out

at <https://www.business-stream.co.uk/help-centre/moving-premises> to provide:

- 6.1.1 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, the date of that intended occupation;
- 6.1.3 if the Customer intends to vacate the Property, the date of that intended vacation (and subsequently the date on which the Customer actually vacates the Property);
- 6.1.4 if the Customer intends to grant a lease or occupancy right in relation to the Property, the details of the new occupier and the date on which the occupier will change;
- 6.1.5 confirmation of the granting of such a lease or occupancy right, including details of the new occupier and the date from which such lease or occupancy right takes effect;
- 6.1.6 if there is any reassessment of the rateable value of the Property, the reassessed value and date that reassessment applied from;
- 6.1.7 if the ownership of the Property changes, the details of the new owner and the date from which any change of ownership takes effect;
- 6.1.8 details of any change to the Property which may result in it being classified as Household; and
- 6.1.9 details 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 throughout the Contract. The Customer shall without delay provide Business Stream with such other information as may be reasonably requested by Business Stream in relation to each Property and the Services provided under the Contract.

- 6.2 If the Customer serves notice on Business Stream in accordance with Condition 6.1.5, 6.1.7 or 6.1.8, 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 On commencement of a Contract, 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, drains and drainage systems in, on or under the Property from the property boundary, including responsibility for any loss of water or waste water or for any water or waste water flooding arising from that pipework, drains or drainage systems; and
- 7.1.2 the Customer shall become the owner of the water supplied to it when it reaches the property boundary of the Property 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 any supply pipework which is the responsibility of the Customer.

8 Charges

- 8.1 The charges levied by Business Stream for the Services, 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 (where the same is in place).
- 8.2 If Business Stream is unable to or does not obtain a meter reading for any measured Services during any billing period, it is entitled to use an estimated meter reading as the basis of calculating Charges for the relevant billing period. Where estimated meter readings are used to calculate Charges, the Customer's account will be reconciled to reflect the Charges actually due following the next actual meter read.
- 8.3 Business Stream shall be entitled to change the Charges for the Services from time to time and the Customer acknowledges and agrees that Condition 19.2 shall not apply to any changes to the Charges made by Business Stream pursuant to this Condition 8.3 or Condition 19.1 (or pursuant to any other term of the Contract). Business Stream shall notify Customers of any change to 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. Business Stream shall use its reasonable endeavours to publish any such new Charging Statement at least 20 Business Days in advance of the change to the Charges taking effect. The changes to the Charges for the Services shall take effect from the effective date stated in the new Charging Statement.
- 8.4 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, arise in connection with or result from:
 - 8.4.1 any breach of the Contract or any applicable Law by the Customer;
 - 8.4.2 the recovery of any unpaid Charges to the extent permitted by the Customer Protection Code of Practice, subject to offering a repayment plan where the Customer is a Micro-Business as defined in the Customer Protection Code of Practice;
 - 8.4.3 any change to a payment method (for example, payment by direct debit), if the Customer has agreed to pay the Charges for the Services by the relevant payment method;

- 8.4.4 Business Stream or the Wholesaler attending the Property in connection with the performance 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;
 - 8.4.5 correcting the unauthorised removal of, obstruction of, damage to, tampering with or the fitting of devices to a meter or metering equipment;
 - 8.4.6 the obstruction of, damage to, tampering with or the fitting of devices to pipework, connection or supply points or any other infrastructure required for the supply of water and waste water services;
 - 8.4.7 charges levied by the Wholesaler against Business Stream due to the breach of a Law (or other applicable terms of the Wholesaler) by the Customer or as a result of any other action or inaction of the Customer; or
 - 8.4.8 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).
- 8.5 Business Stream may recover from the Customer any charges levied on Business Stream by the Wholesaler in relation to the Customer from time to time, including any relating to the disorderly exit of the Customer, where Business Stream was the water retailer for the Customer at the time the charges were incurred.
- 8.6 All Charges will have applicable taxes or duties charged on them, including VAT at the current rate.
- 8.7 For the recovery of lost Charges due to a Customer removing, obstructing, damaging, tampering with or fitting devices to a meter or metering equipment, Business Stream will be permitted to assess the amount of Charges lost during the relevant period by referring to the most recent average daily use at the Supply Point before the meter stopped recording usage accurately.
- 8.8 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 in turn have been paid or are payable by the Wholesaler to Business Stream as part of the leak allowance payment.
- 8.9 Where Business Stream receives a payment from a Wholesaler following a recalculation of charges, Business stream will pass this payment to the Customer (by making a corresponding credit to the Customer's account) in the same proportion to which the recalculation has affected the Customer's Charges.
- 8.10 If the Customer believes that it is entitled to any payment allowance in respect of a leak or otherwise, the Customer should notify Business Stream as soon as possible via the process set out on the Business Stream website (www.business-stream.co.uk) so that where the Customer is eligible, Business Stream may make an application for a payment allowance to the relevant Wholesaler on the Customer's behalf. Business Stream accepts no liability to the Customer for any refusal of an application for a payment allowance or from any failure to secure any payment allowance for which

the Customer applies or is eligible. The award of any such payment allowance to the Customer shall have no retrospective effect on Charges paid or payable by the Customer to Business Stream.

- 8.11 Where Business Stream provides trade effluent services as part of the Services, the Customer agrees to provide Business Stream with all trade effluent data (including meter reads, details of any meter exchanges and any other information that may be reasonably requested by Business Stream from time to time) in a timely manner to enable Business Stream to levy the relevant Charges. Where appropriate trade effluent data is not provided in a timely manner, then Business Stream reserve the right to levy Charges for the trade effluent services on an estimated basis in accordance with the terms of Condition 8.2 above.

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 shall pay any other amounts properly due under or in connection with the Contract.

- 9.2 Business Stream may, to the extent permitted by the Customer Protection Code of Practice, 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;
- 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;
- 9.2.3 if information relating to the Trade Effluent consent is retrospectively applied as set out in the Charging Statement; or
- 9.2.4 if there are any other changes to a Property or the Services which result in Business Stream incurring a charge from the Wholesaler in relation to the Contract,

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 (subject always to compliance with and any limitations as regards back billing set out in the Market Regulations (including section 9.3.1 (b) of the Customer Protection Code of Practice)). Where the customer is a Micro Business, Business Stream will offer a repayment plan. For the avoidance of doubt, where any adjustments to Customer's bills results in an amount being due to the Customer, Business Stream will make a corresponding credit to the Customer's account.

- 9.3 Each bill issued by Business Stream shall contain the Minimum Information Requirements set out in the Customer Protection Code of Practice.
- 9.4 Business Stream shall issue each bill to the Customer either in the post or electronically, which shall

be deemed to have been received by the Customer in accordance with the terms of Condition 18.2 (as if references in that Condition to a 'notice' are construed as references to the relevant bill). Each bill shall be paid by the Customer within 14 days of the date of the bill (unless alternative payment terms have been agreed in a relevant Water and Waste Water Supply Contract between the Customer and Business Stream, in which case those payment terms shall apply) and the Customer agrees to pay the Charges and all additional costs shown on the bill without deduction, withholding, set-off or counter claim. 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, the Customer may raise a formal dispute in relation to the sums due at any time by notifying Business Stream using the contact details set out at <https://www.business-stream.co.uk/contact-us/complaints-procedure/>. Failure to raise a dispute timeously may result in additional debt recovery and legal charges being applied to the Customer account and may result in any Customer transfer-out requests being objected to. Business Stream can provide support to the Customer with outstanding debt and can offer repayment plans. Details of how to seek financial support can be found at www.business-stream.co.uk.
- 9.6 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.
- 9.7 Business Stream can charge interest on any overdue payment at the rate of 4% a year above the Bank of England base rate then prevailing, for the period from the date falling 10 days after the due date for payment until the date of actual payment.
- 9.8 If the Customer has agreed to pay the Charges for the Services by direct debit, Business Stream may change (by notice where required to the Customer and 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.
- 9.9 If a Customer makes a payment which is not sufficient to cover all Charges due, the payment will be used in the following order:
 - 9.9.1 against water or waste water Charges which have been unpaid for 90 days or more (taking the oldest debt first);
 - 9.9.2 split equally against water and waste water Charges (to the extent such are unpaid) until the Charges for one are fully paid; and
 - 9.9.3 if there is any amount left over, used to pay any other outstanding Charges.
- 9.10 For the avoidance of doubt, if a Wholesaler increases the prices which it charges Business Stream for the Wholesaler services it needs in order to provide the Customer with the Services, the Charges payable by the Customer will be increased accordingly pursuant to Condition 8.3 above.

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, the purpose for which it will be held and used, the circumstances in which it will be refunded and any such other relevant information as determined by Business Stream from time to time.
- 10.3 The full amount of the refundable deposit shall be paid by the Customer to Business Stream within 7 days of the date on which the refundable deposit is requested by Business Stream. If the refundable deposit is not provided by the date required, Business Stream may issue a bill for that amount and in the event of non-payment of such bill by the due date for payment such amount shall become a debt owed 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 refund 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 each Property.
- 11.2 The Customer shall, at its own cost, procure the prompt 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 Subject to Condition 11.6 below, the Customer shall not remove, tamper with or fit any device to the meter or the metering equipment and must keep the meter and metering equipment free from obstruction or damage (including damage by frost) and interference. In the event that the Customer becomes aware of any damage or interference to a meter or metering equipment (or that such meter or metering equipment is not recording volume properly) the Customer shall promptly notify Business Stream of the same.
- 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 to access a Property may be exercised by it and/or by the Wholesaler, and includes a right for all employees, contractors or representatives of Business Stream and/or the Wholesaler to access such Property.

12 Access

- 12.1 At all reasonable times, the Customer must allow Business Stream and its employees, contractors and representatives (and the Wholesaler and its employees, contractors and representatives) safe and unobstructed access (by vehicle in appropriate cases) to each Property, including access to the meter, metering equipment and associated pipework, connection points and supply points to:

- 12.1.1 do anything in connection with a meter, metering equipment and associated pipework, connection points and supply points, including reading, inspecting, testing, repairing, exchanging, installing, disconnecting, removing or reconnecting a meter, metering equipment or associated pipework, connection points and supply points;
- 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 The Customer must allow Business Stream and its employees, contractors and representatives (and the Wholesaler and its employees, contractors and representatives) safe and unobstructed access (by vehicle in appropriate cases) to each Property, including access to the meter, metering equipment and associated pipework, connection points and supply points for the purposes described in Condition 12.1 at any time and immediately on request 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 If any access required under 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 request the disconnection of the supply of water services and/or waste water services to a Property, on either a temporary or permanent basis, in accordance with the Disconnections Framework, in the following circumstances:
 - 13.1.1 for the carrying out of necessary works;
 - 13.1.2 for the non-payment of Charges properly payable by the Customer to Business Stream (including a refundable deposit if agreed with Business Stream) provided that the Property is not in use for any purpose listed in Schedule 4A to the Water Industry Act 1991;
 - 13.1.3 at the Customer's request;
 - 13.1.4 to prevent damage;
 - 13.1.5 to prevent contamination, waste, misuse or undue consumption;
 - 13.1.6 in connection with public sewerage;
 - 13.1.7 where the Customer has illegally used water or breached the Water Supply (Water Fittings) Regulations 1999 (as amended from time to time); and
 - 13.1.8 wherever otherwise permitted by Law and determined by Business Stream to be reasonable in the circumstances.
- 13.2 Business Stream shall comply with the Disconnections Framework at all times when arranging for a disconnection including by providing a warning notice to the Customer at least seven days prior to disconnection of the Services to a Property in accordance with Conditions 13.1.1 or 13.1.2, or where otherwise required to do so by the Disconnections Framework.
- 13.3 Disconnections will ordinarily be carried out by the relevant Wholesaler but may occasionally be carried out by Business Stream directly or its appointed contractor where authorised by the Wholesaler to do so. The charges for disconnection services by either the Wholesaler or Business Stream are set out in the charging statement of the relevant Wholesaler. If a supply of Services is disconnected in accordance with Condition 13.1, Business Stream may charge the Customer an appropriate disconnection charge as set out by the relevant Wholesaler.
- 13.4 The Customer shall indemnify Business Stream for any costs incurred by Business Stream (on its own behalf or charged by or on behalf of a Wholesaler) in relation to a permanent disconnection at a Customer's Property except to the extent limited or not permitted by any applicable Law.

- 13.5 If a supply of Services to a Property is disconnected on a temporary basis, and the Customer requests reconnection and has paid in advance to Business Stream the appropriate reconnection fee and reasonable arrangement fee, then Business Stream will make arrangements for reconnection provided that the breach which led to the temporary disconnection has been remedied and Business Stream has been provided with confirmation of the same.
- 13.6 If a supply of Services to a Property is permanently disconnected, 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. Any reconnection will be governed by a new contract.
- 13.7 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 and any other costs following that connection.

14 Termination

- 14.1 Without prejudice to any termination rights set out elsewhere in these Standard Terms and Conditions or in any Water and Waste Water Supply Contract or other arrangement (if any), the 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 14.6:
- 14.3.1 if no Water and Waste Water Supply Contract is in place between the Customer and Business Stream in relation to the Services to be provided at a Property, the Customer may terminate the Contract in respect of such Property and switch supplier in accordance with its rights and the procedures set out under applicable Law;
- 14.3.2 if a Water and Waste Water Supply Contract is in place between the Customer and Business Stream in relation to the Services to be provided at a Property, the Customer may terminate the Contract in respect of such Property by giving Business Stream at least 1 months' notice (or such other period of notice as may be set out in the Water and Waste Water Supply Contract), 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 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 overdue 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 licensed 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 promptly 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 shall remain 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 Data Protection and Confidentiality

- 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 ("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 and otherwise for the performance of the Contract;
 - 16.2.2 in order to process Customer payments for the Services; and
 - 16.2.3 for any other purpose or use consistent with Condition 16.1 which Business Stream may

communicate to the Customer from time to time.

- 16.3 Except as permitted by the Contract, or required by Law or any governmental or regulatory body, each Party undertakes to the other that it will not:
- 16.3.1 disclose any Confidential Information to any person except with the prior written consent of the other Party;
 - 16.3.2 use any Confidential Information for its own purposes or for any purposes other than the purpose of this Contract;
 - 16.3.3 cause or permit any unauthorised disclosure of any Confidential Information.
- 16.4 Business Stream may disclose any Confidential Information of the Customer to the Wholesaler or any other governmental or regulatory body or otherwise in order to comply with any applicable Laws, including without limitation any Laws relating to public access to information, or as required by:
- 16.4.1 any order of any court or tribunal; or
 - 16.4.2 the rules of any relevant listing authority or stock exchange to which either of the Parties is bound to comply.
- 16.5 The provisions of Conditions 16.3 and 16.4 will continue to apply for 2 years after termination of the Contract.
- 16.6 As part of its standard application procedures, Business Stream will conduct a credit check where required on the Customer. This may be conducted by one of Business Stream's external suppliers and may involve the use a variety of open-sourced information to assist Business Stream in verifying the Customer's details and assessing the Customer's financial behaviours and credit worthiness. These checks will not impact the Customers credit score. More details on checks Business Stream undertake are detailed within its Privacy Statement. Notwithstanding the foregoing provisions of this Condition 16, the Customer acknowledges and agrees that Business Stream may share Customer information with credit reference agencies to support credit decisions and prevent fraud.

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 second class post:
 - 18.2.4.1 and posted on a Business Day, the later of actual receipt and 9am on the fifth Business Day after posting; and
 - 18.2.4.2 and not posted on a Business Day, the later of actual receipt and 9am on the seventh Business Day after posting.
- 18.2.5 if sent by email or any other electronic means during a Business Day, it is received on that Business Day; and
- 18.2.6 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 or that the email was properly addressed and sent (as the case may be).

19 Change

- 19.1 If there is a change to any applicable Law (or any change in Business Stream's interpretation of the same) or Ofwat makes a determination or takes any other regulatory action that (i) requires an amendment to the Contract; or (ii) adversely impacts the economic or other basis on which Business Stream previously agreed to provide the Services (each a "**Regulatory Change**"), then in either case, Business Stream shall be entitled (by giving at least 1 months' notice to the Customer) to amend the terms of the Contract to the extent necessary to comply with or give effect to such Regulatory Change and so that Business Stream is put in the same economic position as it would have been had the Regulatory Change not occurred. In such cases, any amendments to the Contract shall be effective from the date that the change in applicable Law, determination or action takes effect, or on such other date as Business Stream may otherwise specify.
- 19.2 Without prejudice to Business Stream's right to amend the Contract as set out in Condition 8.3 and Condition 19.1 above, Business Stream shall be entitled (by giving at least 1 months' notice to the Customer (the "**Condition 19.2 Notice Period**")) to amend the terms of the Contract at any time and

for any reason (other than a Regulatory Change or a change to the Charges under Condition 8.3), provided that if such amendment under this Condition 19.2 would have a materially adverse effect on the Customer, the Customer shall be entitled to terminate the Contract and make arrangements to move to an alternative supplier by giving Business Stream notice of such termination during the Condition 19.2 Notice Period. If the Customer does not provide a notice of termination during the Condition 19.2 Notice Period, then the Customer will be deemed to have accepted the revised terms of the Contract.

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 20.5, Business Stream shall not be liable to the Customer for any:

- 20.2.1 loss of water or any water quality;
- 20.2.2 loss of revenue;
- 20.2.3 loss of profit;
- 20.2.4 loss of contract;
- 20.2.5 business interruption;
- 20.2.6 depletion of goodwill and/or similar losses;
- 20.2.7 loss of anticipated savings;
- 20.2.8 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- 20.2.9 infringement of any third party's intellectual property rights in respect of the provision of the Services or otherwise,
- 20.2.10 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;
- 20.2.11 any faults in a meter or metering equipment resulting from the Customer fitting any device to or tampering with that meter or metering equipment;
- 20.2.12 any loss, cost, damage or injury resulting from the Customer fitting any device to or tampering with a meter or metering equipment; or
- 20.2.13 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 Except as otherwise limited in the Service Standards and subject to Condition 20.4 and Condition 20.5, Business Stream's total aggregate 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 or receipt of the Services by the Customer will in all circumstances not exceed £50,000.
- 20.4 Except as set out in the Service Standards and subject to Condition 20.5, the maximum liability of Business Stream to the Customer for any 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 recovers from the Wholesaler.
- 20.5 Nothing in this Contract excludes or limits the liability of Business Stream for:
- 20.5.1 death or personal injury resulting from its negligence or that of any of its officers, employees or agents;
 - 20.5.2 for fraud or fraudulent misrepresentation; or
 - 20.5.3 any other liability that cannot be limited by Law.
- 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.
- 20.7 This Condition 20 shall survive termination or expiry of the Contract.

21 General

- 21.1 The Customer hereby warrants to Business Stream that:
- 21.1.1 it has full capacity and authority to enter into and to perform its obligations under and in accordance with the Contract;
 - 21.1.2 this Contract constitutes legal, valid and binding obligations on the Customer;
 - 21.1.3 there are no matters of which it is aware that might adversely affect its ability to perform any of its obligations under the Contract; and
 - 21.1.4 each Property to be supplied with Services under the Contract is classified as a non-Household premise, the Customer owns or occupies each Property and that the Customer is liable for all payments relating to the Services provided to each Property.
- 21.2 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.

- 21.3 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 21.3 will be borne by the Party requiring them to be done.
- 21.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition 21.4 shall not affect the validity and enforceability of the rest of the Contract.
- 21.5 The Customer may not transfer any of its rights or responsibilities under this Contract to another person without Business Stream's prior written permission.
- 21.6 To the extent permitted by applicable Law, Business Stream may transfer any of its rights or responsibilities under this Contract to another appropriately licensed supplier without the Customer's prior written consent.
- 21.7 Business Stream shall be entitled at any time to sub-contract the performance of its obligations under the Contract (or any part thereof) to a third party without the prior written consent of the Customer. The appointment of sub-contractor by Business Stream shall not in any way relieve Business Stream of its responsibilities under the Contract.
- 21.8 Business Stream shall not be liable for any failure to perform any of its obligations under the Contract where such failure is caused by:
 - 21.8.1 any failure by the Customer to perform its obligations under the Contract or any other act or omission of the Customer which prevents or hinders performance of the Contract by Business Stream;
 - 21.8.2 any failure by the Customer to provide access to a Property where required; or
 - 21.8.3 any health and safety, environmental or other conditions present at any Property which prevent performance of the Contract safely by Business Stream.
- 21.9 The Parties agree that the Wholesaler shall be entitled to enforce all rights provided in favour of the Wholesaler under the Contract. Except for any rights provided for the Wholesaler in the Contract, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of the Contract. Notwithstanding the foregoing, the rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of the Wholesaler or any other person who is not a party to the Contract
- 21.10 To the extent permitted by applicable Law, Business Stream may at any time set off any liability of

Business Stream to the Customer against any liability of the Customer to Business Stream, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by Business Stream of its rights under this Condition shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

21.11 If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by a Force Majeure Event then:

21.11.1 that Party's obligations under the Contract shall be suspended for so long as the Force Majeure Event continues and to the extent that that Party is so prevented, hindered or delayed;

21.11.2 as soon as reasonably possible after commencement of the Force Majeure Event, the Party whose performance is prevented, hindered or delayed shall notify the other Party in writing of the occurrence of the Force Majeure Event, the date of commencement of the Force Majeure Event and the effect of the Force Majeure Event on its ability to perform its obligations under the Contract;

21.11.3 that Party shall use all reasonable efforts to mitigate the effect of the Force Majeure Event upon the performance of its obligations under the Contract; and

21.11.4 as soon as reasonably possible after the cessation of the Force Majeure Event that Party shall notify the other Party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under the Contract.

21.12 The Customer may appoint a third party intermediary ("**TPI**") to arrange its water and waste water supply services. It is the Customer's responsibility to ensure that any such TPI provides Business Stream with all information required from time to time in relation to such services and also to notify Business Stream as soon as possible if it has withdrawn authority for any such TPI to act for the Customer. The Customer acknowledges and agrees that even if it appoints a TPI, the Customer remains responsible for the performance of its obligations under the Contract to Business Stream. Payment of any Charges (or other charges, fees, costs and expenses due under the Contract) by a Customer to a TPI shall not relieve the Customer of its obligation to pay such Charges (or other charges, fees, costs and expenses due under the Contract) to Business Stream until such time as such amounts have been received in cleared funds by Business Stream. Any dispute between the Customer and its TPI shall not affect the Customer's responsibility to perform its obligations under the Contract.

22 Law and Jurisdiction

22.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law.

22.2 The Parties to the Contract irrevocably agree that the courts of England and Wales shall have

exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-jurisdictional disputes or claims).

Appendix 1

1. Defined terms

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

"Charges" – the charges set out in the Charging Statement;

"Charging Statement" – the applicable annual statement(s) published by Business Stream which sets out the charges for the Services for the relevant year;

"Charging Rules" – the rules made by Ofwat (which are available at <https://www.ofwat.gov.uk/regulated-companies/company-obligations/ofwat-regulating-the-industry-compliance-requirements-charging/>) and 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 the Customer Protection Code of Practice and which can be found at <https://www.business-stream.co.uk/contact-us/complaints-procedure/>;

"Conditions" – means the conditions set out in these Standard Terms and Conditions and a reference to a **"Condition"** shall be interpreted accordingly;

"Confidential Information" – means all information not publicly known, used in or otherwise relating to the relevant Party's business, customers, or financial or other affairs, (in whatever form that may take) obtained by a Party as a result of negotiating and entering into or performing this Contract whether or not labelled or designated as confidential;

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

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

"Customer Protection Code of Practice" – the code of practice issued by Ofwat to place obligations on retailers to protect non-household customers (as updated from time to time) and which is available at <https://www.ofwat.gov.uk/publication/customer-protection-code-practice/>;

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

"Data Protection Laws" - means all Law relating to data protection and the processing of Personal Data from time to time, including: (i) the Data Protection Act 2018 (and regulations made thereunder); (ii) the UK GDPR; (iii) the Privacy and Electronic Communications Regulations 2003 (as amended); (iv) the Data (Use and Access) Act 2025; (v) the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party; and vi) any other applicable Law relating to data protection, the processing of Personal Data and privacy in force from time to time and any successor legislation applying in the UK;

“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 or arrangement has otherwise been agreed between the Customer and Business Stream in respect of or in relation to such services, 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 Business Day;

“Disconnections Framework” – means the relevant provisions of the Water Industry Act 1991 and Ofwat’s Wholesale Retail Code, including the Operational Subsidiary Document No 0710 Bilateral Processes for Part I: Disconnections & Reconnections and all other applicable Laws relating to the disconnection and reconnection of water and waste water supplies to properties in England and Wales;

“Force Majeure Event” means any event beyond the reasonable control of a Party including, without limitation, war, armed conflict, riot, civil commotion, malicious damage, pandemic, epidemic, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, accident, fire, flood, storm, and strikes or any industrial action by employees of any Party other than the Party relying on the Force Majeure Event;

“Household” means premises in which, or in any part of which, a person has his home;

“Instrument of Appointment” – means the document authorising an undertaker to operate a water and/or sewerage network in a specified area under section 6(3) of the Water Industry Act 1991, subject to conditions contained in the relevant instrument;

“Interim Supply Code” – means the interim supply code issued by the Water Services Regulation Authority (Ofwat) pursuant to sections 63AF and 1100 of the Water Industry Act 1991 which is available at <https://www.ofwat.gov.uk/publication/interim-supply-code/>;

“Law” – means all applicable laws, statutes, regulations, sub-ordinate legislation, byelaws, orders, legally binding codes of practice, guidance, directives or requirements of any governmental body or regulatory authority with which a Party is bound to comply or any legally binding judgements of a relevant court of law, including but not limited to the Water Supply (Water Fittings) Regulations 1999;

“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 and which is available at <https://mosl.co.uk/market-codes>;

“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” – means the Water Services Regulation Authority, the economic regulator of the water sector in England and Wales (and any successor or replacement body to Ofwat carrying out the same or similar functions);

“Personal Data” – has the meaning given to that term in the Data Protection Laws, 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 the Contract, and which are not Household;

“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 made pursuant to regulation 30 of the Water and Sewerage Undertakers (Exit from Non-household Retail Market) Regulations 2016, setting out the basis for schemes which set out the terms and conditions which apply where a wholesaler has exited the non-household retail market and affected customers have not otherwise negotiated a contract or made any other arrangement with the relevant retailer and available at <https://www.ofwat.gov.uk/regulated-companies/markets/business-retail-market/codes/>;

“Service Standards” – the document issued by Business Stream from time to time providing information about Business Stream’s Service Standards in England and Wales, and which is available at <https://www.business-stream.co.uk/governance-compliance/>;

“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;

“UK GDPR” – has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

“Water Supply and Sewerage Licence” – means the document granted by Ofwat authorising Business Stream to supply water and/or sewerage services to eligible non-household customers and available at <https://www.ofwat.gov.uk/regulated-companies/ofwat-industry-overview/licences/>;

"Water and Waste Water Supply Contract" – means the contract between the Customer and Business Stream setting out specific terms and conditions which the Parties have agreed will apply to i) the supply of water and waste water services and related services by Business Stream to the Customer at the Property (or Properties); and ii) charges for the same, for the duration of such contract;

"Wholesaler" – the relevant licensed regional water undertaker 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 and which is available at <https://mosl.co.uk/market-codes>.

2. Rules of interpretation which apply to the Contract

2.1 Headings are for ease of reference only and shall not affect the construction or interpretation of the Contract.

2.2 In the Contract:

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

2.2.2.1 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

2.2.2.2 any former legislation which it re-enacts, consolidates or enacts in rewritten form;

2.2.3 any reference to any regulator of the water sector in England and Wales or any other regulatory body related to the water sector in England and Wales shall be deemed to include any successor regulator or body from time to time;

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 the Contract) at any time.

3. Useful Links

- 3.1 Please see below for Business Stream contact details and other useful links:

Business Stream Contact Details:

Business Stream

PO Box 17381

Edinburgh

EH12 1GT

0330 123 2000

Need help paying your bill:

<https://www.business-stream.co.uk/my-account/payment/ways-to-pay/>

Complaints Procedure:

<https://www.business-stream.co.uk/contact-us/complaints-procedure/>

OFWAT:

<https://www.ofwat.gov.uk/>

Consumer Council for Water (CCW):

<https://www.ccw.org.uk/>

Our Charges:

<https://www.business-stream.co.uk/help-centre/water-waste-water-charges>