

GENERAL TERMS AND CONDITIONS

This **contract** is between Regent Water Limited trading as Regent Utilities (Regent) and you, our customer. These terms and conditions are for supplying you with **water services** and/or **sewerage services**. In the event of inconsistency, these terms and conditions take priority over any other **contract** document between us including your **contract details**, unless we have agreed otherwise in writing with you.

Meanings of words used in this contract

accredited entity - Means an entity which is independently evaluated and accredited under the established accreditation scheme as competent to carry out Metering Activity and/or Connections Activity (or certain categories of Metering Activity or Connections Activity)

actual meter reading – where we or an appointed agent read the **meter** at your **site**

central market agency (CMA) – a body established by or under any directions made by the **Commission** to exercise certain central market functions in relation to participation of **Licensed Providers** in the provision of water services and sewerage services.

charges – the amounts you must pay under this **contract**

contract – this supply **contract** between you and us, which might apply where we have not agreed a supply contract or **contract details** (as described in clause 1).

contract details – a document that we will give you as well as this **contract** or as part of this **contract**, which gives details about your **site** or **sites** and your personal details, price and term (if any) and contract type.

default tariffs – the maximum we can charge you for the provision of services as set out in Default Services, Standards and Maximum Tariffs Directions 2007 (as varied, amended or replaced). This will apply in the circumstances described in clause 1.4

deemed site – the **site** or **sites** this **contract** applies to in the circumstances set out in clause 1.4.

eligible premises – premises which are (or are to be) connected to the public water supply system and any premises which are (or are to be) connected to the public sewerage system

foul sewerage services – provision of sewerage to and disposal of sewage from any Eligible Premises through the Public Sewerage System where the sewage and / or the related water supply is **metered, unmeasurable or measurable** but not **metered**

industry agreements – all agreements, licences, authorisations and codes or procedures relating to provision of **water services** and **sewerage services**.

licensed provider (LP) - a Water Services provider or a Sewerage Services provider as those terms are defined in sections 6(2) and 6(4) of the 2005 Act respectively

Market code – the code named under the Water Services (Codes and Services) Directions 2007 (or any other direction which amends, replaces or adds to, or is made for the same subject matter as that direction), as in force from time to time.

measurable – a **supply point** which is capable of being **metered** but for which no meter has been installed

metered – any Water Services or Sewerage Services for which Usage is calculated from a metered source or a series of related metered sources.

Scottish Water - Means the body established under Part 3 of the 2002 Act and any statutory successor to or assignee of such body

sewerage services – all **foul sewerage services, surface water drainage services** and **trade effluent services** which are provided to any Eligible Premises

site – each of the **eligible premises** to which we supply or intend to supply **water services** and / or **sewerage services** to under this **contract** as listed in the annex to your **contract details**.

supply period – the period that we supply water or sewerage services to you under this contract.

supply point – in terms of water services or sewerage services, this is the supply point for a property which is registered for use of water services or sewerage services

supply point ID (SPID) – a unique identifier allocated to each **supply point**

surface water drainage – making arrangements for or in relation to drainage from or in relation to any **eligible premises** to the public sewerage system

trade effluent services – making arrangements for or in relation to the provision of sewerage, or disposal or sewage, in respect of trade effluent discharged from any Eligible Premises; where the sewage and/or the related water supply is either **metered, unmeasurable or measurable** but is not **metered**

unmeasurable – any **water service** or **sewerage service** for which **Scottish Water** notifies the **CMA** that the supply is **unmeasurable**

Water Industry Commission for Scotland (Commission) – the organisation with that name set up under section 1 of the Water Industry (Scotland) Act 2002. Its general role is to promote the interests of people whose premises are connected to the public water supply system or the public sewerage system, or both.

water services – making arrangements for or in relation to the supply of water through the Public Water Supply System where the supply is **metered** or is **unmeasurable** or is **measurable** by not **metered**

wholesale charges scheme – charges made by **Scottish Water** to **LPs** in relation to the supply of water and sewerage services

1. This contract

- 1.1. We agree to provide water services or sewerage services at your **site(s)** under the terms and conditions of this **contract**. You agree to take the water services or sewerage services we supply.
- 1.2. Your **contract** with us will start:
 - 1.2.1. When you and we agree, by you signing the **contract**, that we will supply you; or
 - 1.2.2. From the dates set out in clause 1.4 below, if you have no agreed **contract** with us.
- 1.3. You and we will agree **contract details** for each **site** that we supply. If you ask us to add extra **sites** to this **contract**, we may either
 - 1.3.1. Add extra **sites** to this **contract** by agreeing **contract details** for that **site**; or
 - 1.3.2. Agree to supply such extra **sites** under a new **contract**
- 1.4. If you have not entered into a **contract** with us in line with clause 1.2.1 or if you have entered into a **contract** with us but we have not agreed **contract details** for a **site**, this **contract** will apply to a **site** from the date that:
 - 1.4.1. You move into a **site** we already supply;
 - 1.4.2. You take supply from us at the **site**;
 - 1.4.3. Your tenants move out of the **site**;
 - 1.4.4. You take responsibility for the **site**; or
 - 1.4.5. The **contract** has ended for that **site**
- 1.5. A **site** that is covered under this **contract** in the circumstances described in clause 1.4 is a **deemed site**. This **contract** will apply to a **deemed site** until:
 - 1.5.1. You have changed supplier for that **site**
 - 1.5.2. You agree a new **contract** with us as described in clause 1.2.1;
 - 1.5.3. If you have a **contract** with us, you agree **contract details** with us for that **site** as described in clause 1.3; or
 - 1.5.4. You or we end this **contract** as described in clause 10 or 11
- 1.6. If we do not already supply this **site** under this **contract**, your supply will start from the date on the **contract details**. This date may change without any liability if we have difficulties in taking over the supply, for example if:
 - 1.6.1. Your old supplier prevents us from transferring the supply;
 - 1.6.2. **Commission** prevents us from supplying;
 - 1.6.3. Any information provided by you is inaccurate; or
 - 1.6.4. We cannot supply you for some other reason.If this happens we may charge you any additional costs or expenses we incur or increase the **charges** if these have changed as a result of the delay.
- 1.7. By agreeing to this **contract** or agreeing **contract details** of a **site**, you agree that:
 - 1.7.1. You own or use each **site** and that it is an **eligible premises**;
 - 1.7.2. Before we supply you under this **contract**, you may have to pay any money you owe us;

- 1.7.3. You are responsible for the use of **water services** and **sewerage services** into your **site**;
 - 1.7.4. If you are a partnership, we may claim any money you owe us under this **contract** from you, your partners or all of you;
 - 1.7.5. The water services and/or sewerage services at any **site** is not used wholly or mainly for domestic purpose;
 - 1.7.6. You do not owe any money to your previous supplier and they have no reason to object to your transfer of supply to us;
 - 1.7.7. You won't take alternative **water services** or **sewerage services** from any other **LP** at any **supply point** during the term of the **contract**;
- 2. Charges**
- 2.1. You agree to pay us for supplying water services and/or sewerage services and for other **charges** which apply under this **contract** (such as clause 2.6)
 - 2.2. Our prices for supply for each **site** are set out in the **contract details** for that **site**. We base our invoices on the amount of water and sewerage services we supply and the duration of the supply.
 - 2.3. We will charge you **default tariffs** for each **deemed site** to which we provide **water services** or **sewerage services**, until we agree to new **contract details** for that **site** or you transfer to a different supplier.
 - 2.4. We may also charge you for extra items that are not set out in your **contract details**. These may include:
 - 2.4.1. Our reasonable costs when recovering debts that you owe us including administration and third part costs.
 - 2.4.2. Our reasonable costs of stopping, disconnecting or reconnecting your supply.
 - 2.4.3. Our reasonable costs if you break any of the terms and conditions of this **contract**.
 - 2.4.4. Our reasonable costs if you prevent us or our agents from reading or working on your **meter**
 - 2.4.5. Reading your **meter** when you ask us, if this more often than we must read it under normal circumstances.
 - 2.5. We reserve the right to increase the charges in line with increases in the **wholesale charges scheme**
 - 2.6. If you owe us any money before the date of this **contract** (for any of your addresses we supply, including for a **deemed site**), this means you will also owe it to us under this **contract**. We have the right to use any money you send us to repay any money you owe us.
 - 2.7. You will be responsible for all **water services** and **sewerage services** supplied to your site.
 - 2.8. If you grant the use of the premises to a third party, you will be responsible for the **water services** and **sewerage services** used at the premises until you have informed us of the details of the 3rd party and the **meter** reading (if the **site** is **metered**) on the date responsibility for the **site** was transferred.
 - 2.9. Our prices are subject to UK and/or Scottish tax and/or duties.
- 3. Payment**
- 3.1. We will send you bills which may be based on actual or estimated **meter** readings.
 - 3.2. You must pay the money you owe in full within 10 days of the date of the invoice.
 - 3.2.1. If you disagree with any amount we have charged you, you must inform us why at least five days before you are due to pay us.
 - 3.2.2. Even if you disagree with the amount we have charged you must pay us the undisputed amount by the date you are due to pay us.
 - 3.2.3. Even if you have an unresolved dispute on a bill, you agree to pay any subsequent bills we send you afterwards.
 - 3.3. If you do not pay your bill by the payment due date shown on the bill or in the **contract details**, we may charge you interest under the Late Payment of Commercial Debts (Interest) Act 1998, as amended (currently this interest rate is 8% above the Bank of England base rate).
 - 3.4. We may use any money you pay us, any money we owe you, or any security deposit you have paid to pay off what you owe under this or any other **contract** for the supply of gas or water or other goods and services supplied by any company associated to Regent Water Ltd
 - 3.5. Subject to clause 3.6, you should include with your payments enough information (such as your customer number or **site** reference or invoice number) to allow us to allocate your payment. If we do not receive sufficient information we will place your payment in a suspense account until we are able to allocate it.
 - 3.6. Notwithstanding clause 3.5, we may use your payments against overdue bills you owe us as we see fit, and we may pay the oldest amounts you owe us first even if you specify to what the payment relates.
- 3.7. If we find out, after you leave us or transfer your supply to a different company, that any of the bills we sent you were not accurate, we will send you a new bill, which you must pay by the due date on the bill. This clause will still apply after this **contract** ends and after we have sent you a final bill.
- 4. Your previous supplier**
- 4.1. You agree to pay any **charges** that you owe your previous supplier that are transferred to us.
- 5. Meters and access**
- 5.1. If a property has a **meter** may ask you for a **meter** reading or a photograph:
 - 5.1.1. Before we start supplying your water.
 - 5.1.2. We may estimate readings for the date we start supplying you with water or any subsequent date, based on how much water was previously used at that **site**.
 - 5.1.3. You agree to give us a **meter** reading at least once every year.
 - 5.1.4. We have the right to use a different **meter** reading from the one you give us.
 - 5.1.5. If you disagree with a **meter** reading we have used (either actual or estimated), you must tell us at least 5 days before the due date of the bill that has used the reading you disagree with. If you do not tell us within this time we will assume that you agree with the **meter** read.
 - 5.1.6. We are not responsible for any defects in a **meter** or other fittings we or Scottish Water do not own or have not provided.
 - 5.1.7. You agree not to damage or interfere with any **meter** installed at the property. If you do so you will be charged any reasonable costs for us, Scottish Water or our agents to visit the **site** to carry out any necessary works required.
 - 5.2. You agree to provide access to your **sites**, to us, our agents, **Scottish Water** and their agents so that we can inspect the **meter**. You must make sure is safe for us to visit. We may visit your **site**:
 - 5.2.1. For any reason that relates to your supply, **meter** or pipes (this includes reading, inspecting, repairing, exchanging, testing, sampling water quality, sampling or monitoring trade effluent, installing, isolating or removing a **meter** or stopping your supply);
 - 5.2.2. If we need to inspect or test a **meter** or connection to check it is safe and gives accurate readings or to make sure it has not been tampered with (you agree to pay any reasonable costs is we need to do this);
 - 5.2.3. If we need to turn off your supply due to safety reasons;
 - 5.2.4. If there is an emergency;
 - 5.2.5. If we need to visit the **site** for any other legally allowed reason.
 - 5.2.6. We can have access to your site at any time if there is danger to life, health or property or we need access by law
 - 5.3. If you or we think that the **meter** is not correctly recording the water you use, we will request **Scottish Water** or an **Accredited Entity** carry out the repair or replacement of the meter. We may estimate water usage for the period the meter was not recording accurately.
- 6. About your supply**
- 6.1. We can stop or limit your supply, or tell you to stop or limit the amount of **water services** or **sewerage services** you use if:
 - 6.1.1. We believe somebody's life or property might be in danger;
 - 6.1.2. You do not pay your bills by the due date;
 - 6.1.3. You break any terms of this **contract**;
 - 6.1.4. the **Commission** or **Scottish Water** tell us to do so;
 - 6.1.5. Water and sewerage laws or **industry agreements** allow us to do so;
 - 6.1.6. Circumstances outside our control prevent us from supplying you (although we will take all reasonable steps to avoid this);
 - 6.1.7. If we believe the metering equipment is being interfered with;
 - 6.1.8. Your business is wound up, if you or your business become insolvent or your business goes into administration or receivership or you or your business enter into an arrangement with people you owe money to (your creditors), or
 - 6.1.9. For **deemed sites**, if we have asked you to transfer the **site** to an alternative supplier and you have not done so by the time we tell you in our notice.
 - 6.2. If you are asked to stop or limit the amount of **water services** or **sewerage services** you use at a **site** you must do everything you can to avoid using these services at the **site** straight away.
 - 6.3. We are entitled to inspect and read your **meter** and stop your supply from outside the **site**.
 - 6.4. We have the right to stop you transferring your supply to a new provider at any of your **sites** if:

- 6.4.1. You are still within the supply period specified in the **contract details** of this **contract** when you wanted to transfer your supply;
- 6.4.2. You owe us money for an invoice issued at least 21 days before the transfer was due to happen;
- 6.4.3. You owe us money under any other agreement with Regent Gas Ltd or any associated company of Regent Water Ltd.
- 7. Term and Renewals**
- 7.1. You may end this **contract** at the end of the **supply period** by giving us notice in writing at least 1 month before the end of the **supply period**.
- 7.2. At the end of the **supply period** we may offer to enter into a new **contract** with you. Unless you tell us otherwise under clause 7.1 a new **contract** for 12 months will start automatically after your **contract** ends.
- 7.3. If you do not enter into a new **contract** with us and you continue to use water or sewerage services this **contract** will continue to apply to the **site(s)**.
- 7.4. If you do not complete the full term of the **contract**, we reserve the right to charge you the difference in price under this **contract** and the **default tariff**.
- 7.5. In the following circumstances we are entitled to charge you **default tariffs** at any **site** from the date the **contract** term ends.
- 7.5.1. If you have not changed supplier or agreed new **contract details** with us for any **site** or **SPID** once this term ends.
- 7.5.2. If we end this **contract** under clauses 11.1.2 and 11.1.3 or because there is a problem with your credit rating. If we charge a higher price in this way, this **contract** will still apply, but clause 6.4.1 will not apply. You will be able to end this **contract** for that **site** as described in clause 10.
- 8. Transfer of site(s)**
- 8.1. If you agree to transfer the supply at a **site** to another supplier or take supply at any **supply point** at the **site** from another supplier, and you have not ended your **contract** with us that applies to the **site** in line with clause 7.1, you must help us to object to the other supplier about the transfer, by contacting them and explaining that you have not ended the **contract** with us.
- 8.2. Without prejudice to any rights we have agreed under this **contract**, if you transfer a **supply point** or **site** already under **contract** to another supplier when you have not kept to clause 7.1, then;
- 8.2.1. We may charge you the difference charged under this **contract** and the **default tariff**
- 8.2.2. We may charge you a fee, which is set out in the **contract details**.
- 9. Moving out or changing site**
- 9.1. If you are going to leave a **site** permanently:
- 9.1.1. You must give us 28 days notice. This is called 'leaving notice'. You leaving notice must tell us:
- 9.1.1.1. The date you are leaving the **site**; and
- 9.1.1.2. Your new address and phone number
- 9.1.1.3. The name and contact details (including phone number and email address) for the new owner or tenant or if the property is to be vacant, the landlord.
- 9.1.2. On the date you leave the **site** you must take a final **meter** reading (if the site is **metered**) and tell us what it is in writing by completing our change of occupancy form; and
- 9.1.3. If we require it, provide us with proof that there is a new tenant or owner at the **site** you are leaving.
- 9.2. This **contract** will apply to that **site** and you will be responsible for all **charges** for the supply of the **site** until:
- 9.2.1. You have kept to all the requirements of 9.1; and
- 9.2.2. Another owner or occupier takes over the supply at the **site** with our written consent, which means that:
- 9.2.2.1. We have agreed in writing to accept them as a customer and to assign, partially assign or novate your rights and obligations under this **contract** to the new owner or tenant;
- 9.2.2.2. We accept their credit standing
- 9.2.2.3. They have given us a **meter** reading (if the site is **metered**) (we will use this as your final **meter** reading)
- If you leave a **site** without keeping to the requirements of clause 9 we may charge you a fee for that **site** which is set out in your **contract details**.
- 9.3. If you let or sub-let a **site** and you owe us money, this **contract** will apply until you have paid what you owe us, even if we agree to supply the tenant under a separate **contract**.
- 10. Ending a deemed contract**
- 10.1. If you have a **deemed site**, you can contact us and agree a contract at a lower tariff than the **default tariff**
- 10.2. If you have a **deemed site**, you do not have to give us notice but if you want to end this **contract**, you can transfer the site to a new supplier. The new supplier must still register your **site** successfully. You must pay for water services and sewerage services provided.
- 11. Our rights to end this contract**
- 11.1. We can end this **contract**:
- 11.1.1. If you have a **deemed site**, immediately when we give you written notice for any reason and at any time;
- 11.1.2. Immediately when we give you written notice for the same reasons as we can suspend or stop supply under clause 6.1;
- 11.1.3. Immediately when we give you written notice because you stop trading, if your business is wound up, if you or your business becomes insolvent or your business goes into administration of receivership or you or your business enter into an arrangement with people you owe money to (you creditors);
- 11.1.4. If the **Scottish Water** (or someone else on their behalf) isolates the water supply;
- 11.1.5. If keeping to any clause in this **contract** means you or we would be breaking the law; or
- 11.1.6. If circumstances change so that this **contract** is no longer appropriate.
- 11.1.7. If you are in breach of 3.2.
- 11.2. This **contract** will end automatically for any **supply point** it applies to if the **Commission** tells another supplier to take over the supply at the **supply point**.
- 12. After this contact ends**
- 12.1. If you do not give us an accurate **meter** reading (if the site is **metered**) at the end of the **contract**, we may change your final bill to include any water and sewerage used until the first **actual meter reading** we take at the **supply point** after the **contract** has ended.
- 12.2. If this **contract** ends for any reason, neither of us will lose any of the rights we have gained by this **contract**. But, if you have money (credit) left on your account after we have issued your final bill, we do not have to pay this money back if:
- 12.2.1. We have already made reasonable efforts to pay you the money before the **contract** ended and 6 years have gone by since we told you of the amount we owed you; or;
- 12.2.2. We cannot send the money we owe you because you have not given us a forwarding address and 6 years have gone by after the **contract** has ended.
- Clause 3.7 will continue to apply after the end of the **contract**.
- 13. Emergency Cover**
- Emergency cover is provided by Scottish Water who can be contacted on 0800 0778 778.
- 14. Change of law**
- If there is any change to any law or regulation, decision or advice by a regulatory authority, which applies to this **contract** which makes any part of it illegal, unenforceable or affects the **charges** we may change the terms of this **contract** or the **charges**.
- 15. Other information**
- 15.1. You may not transfer any of your rights and responsibilities under this **contract** to another person or organization without our written consent.
- 15.2. We can transfer all or any part of this **contract** to another supplier.
- 15.3. Any notice we give you or you give us must be in writing, on headed paper and delivered by hand, by post, by courier, by fax or by e-mail.
- 15.3.1. You and we consider notices delivered by hand to have been received when they are delivered.
- 15.3.2. If you and we send letters by first class post, you and we assume the letters to have arrived within two days of posting them.
- 15.3.3. You and we consider notices by email or fax to have been received on the day they were sent. Even if your name is not correct on the notice we send, we will still assume you have received it, unless you have told us about our error in the past and we have still not updated our records after a reasonable time.
- 15.4. Any notices sent by post should be addressed to your account manager at Regent Water Ltd t/a Regent Utilities, Regent House, Kendal Avenue, London, W3 0XA.
- 15.5. The laws of Scotland apply to this **contract** and the relationships created under it and the courts of Scotland have exclusive jurisdiction.