

# Pay as You Go Terms and Conditions

## 1 Definitions and Interpretation

### 1.1 In these terms and conditions,

- 1.1.1 “Castle Water” or “we” means Castle Water Limited, a company incorporated in Scotland (registered number SC475583) having its registered office at 1 Boat Brae, Rattray, Blairgowrie PH10 7BH and licenced by Ofwat to provide water and waste services in England;
- 1.1.2 “Customer” means any party liable to make payment to Castle Water under section 144 of the Water Industry Act 1991 (“Section 144”) in respect of: (i) any nonhousehold premises which was transferred to Castle Water as an Acquiring Licensee (as defined in the Retail Exit Code published by Ofwat) (a “Transferred Customer”); and (ii) any non- household premises in an Exit Area (as defined in the Retail Exit Code published by Ofwat) (an “Eligible Exit Area Customer”);
- 1.1.3 “PAYG” means the pay as you go arrangement as more fully described in the Terms and Conditions;
- 1.1.4 “Terms and Conditions” means these terms and conditions;
- 1.1.5 “you” means a Customer who is subject to PAYG;
- 1.1.6 Capitalised words and expressions shall bear the same meaning given to them in the Scheme of Terms and Conditions for National Customers available at [castlewater.co.uk/resources-for-england](http://castlewater.co.uk/resources-for-england) (the “Scheme”)

### 1.2 The Terms and Conditions are supplemental to and to be read in conjunction with the Scheme.

### 1.3 Where these Terms & Conditions differ from or conflict with the Scheme, these Terms & Conditions shall take precedence. Otherwise, the Scheme remain in full force and effect and on the basis upon which we contract with you.

## 2 Availability

### 2.1 PAYG is only available to Customers:

- 2.1.1 in the areas served by Thames Water;
- 2.1.2 in the areas served by South East Water;
- 2.1.3 in the areas served by Portsmouth Water; or
- 2.1.4 which are in any other areas which Castle Water or an associated company of Castle Water is an Acquiring Licensee;

### 2.2 PAYG is only available to Customers of Castle Water who fulfil all of the following criteria:

- 2.2.1 Have a metered supply for water supply and waste services;

- 2.2.2 Have been contracting with Castle Water for the provision of services in accordance with the Scheme; and
- 2.2.3 Have not at any time prior to the date on which such customer wishes to participate in PAYG, entered into alternative contractual terms with Castle Water including without limitation Direct Debit 50 or Combine and Save; and
- 2.2.4 Are not provided with trade effluent services by Castle Water at the relevant property

### **3 General Terms and Conditions**

- 3.1 Customers on PAYG are eligible for the benefits offered by Castle Water in connection with the Direct Debit. Details of this offer can be found at [castlewater.co.uk](http://castlewater.co.uk).
- 3.2 Any Customer within the Thames Water area or the South East Water area will be required to register for a Castle Water My Account to be eligible for PAYG. Details of the registration process can be found at [castlewater.co.uk](http://castlewater.co.uk).
- 3.3 Any Customer within the Portsmouth Water area will be required to submit meter readings through Castle Water website at [castlewater.co.uk/meter-reading](http://castlewater.co.uk/meter-reading).

### **4 Pricing**

- 4.1 The price you pay for your water and waste services will be no higher than the default charges set by Ofwat.
- 4.2 Details of the applicable Retail Tariff can be found in the relevant Scheme of Charges at [castlewater.co.uk/info](http://castlewater.co.uk/info).

### **5 Payment Terms and Conditions**

- 5.1 The following terms will apply to your invoicing arrangements:
- 5.2 You will be invoiced no less frequently than every 90 days in respect of the water supply and waste services for the relevant property;
- 5.3 You may choose to initiate the issue of an invoice at any time between 30 and 90 days following the previous invoice issued to you by us by either:
  - 5.3.1 entering an accurate meter reading from your water meter in your Castle Water My Account page (for customers in the Thames Water area and South East Water area) or through the Castle Water website at [castlewater.co.uk/meterreading](http://castlewater.co.uk/meterreading) (for customers in the Portsmouth Water area); or
  - 5.3.2 requesting that Castle Water undertake a reading of your meter.
- 5.4 If you provide a meter reading, Castle Water reserve the right to refuse to accept the reading as not being accurate or to require validation of that reading.
- 5.5 Where you request Castle Water to undertake reading of your meter:
  - 5.5.1 Castle Water will use reasonable endeavours to complete such reading within 5 working days of your request; and

- 5.5.2 There will be a charge for the meter reading service of £10 per reading for Customers in the Thames Water and Portsmouth Water areas and £15 per reading for Customers in the South East Water area.
- 5.6 Castle Water will use reasonable endeavours to issue to you within 5 working days of receipt of an acceptable meter reading from you or a successful meter reading undertaken by us an invoice for the period from the last invoice issued on your account to the date of the meter reading.
- 5.7 In the event that you do not initiate an invoice in accordance with paragraph 4.4 above by no later than 85 days from the date of your previous invoice, we shall be entitled to invoice you in respect of the period commencing on the date of the last invoice and ending on the date falling 90 days later. For the avoidance of doubt, we shall be entitled to invoice you on the basis of estimated meter reading for such invoices.
- 5.8 All invoices issued to you under PAYG will be due and payable no later than 14 days after the date of issue of the invoice in accordance paragraph 3.3 with the Scheme.
- 5.9 In the event that you do not pay any invoice in accordance with paragraph 5.7 above, then without prejudice to any of the other provisions set out in the Scheme, we shall in accordance with paragraph 3.5 of the Scheme, have the right to require you to pay to us a sum equal to our reasonable estimate of the charges you would incur over a six-month period as a deposit in respect for your payment obligations to us. Such deposit will be held separately and not applied as a credit to your account. Such deposit will be due if an invoice is not paid within 7 days of a notice from us advising you that such invoice remains unpaid.
- 5.10 In the event that you do not pay any invoice and/or any requested security deposit within 14 days of our request, we shall have the right to withdraw you from PAYG and invoice you in accordance with alternative billing arrangements which may include billing you in advance for services.