

Terms and Conditions for fixed tariffs

Version Date: 8 January 2020
Version Number: 4



1 Definitions

1.1 In these terms and conditions, the following words and expressions shall have the following meanings:

1.1.1 “Applicable Margin” means:

- (a) where the Customer has agreed with CWL a Contract Term of 24 months, 7.5% per annum;
- (b) where the Customer has agreed with CWL a Contract Term of 36 months, 5% per annum; or

1.1.2 “Charges” means the charges for the provision of the Services in accordance with these Terms and Conditions, the relevant Scheme of Charges and the National Scheme;

1.1.3 Contract Term means the period commencing on the Effective Date during which the Customer and CWL have agreed that CWL will provide the Services to the Customer at the Relevant Premises as set out in the Quote;

1.1.4 “Customer” means a party occupying non-household premises which has entered into an agreement with CWL for the provision of the Services;

1.1.5 “CWL” means Castle Water Limited a limited company registered in Scotland with company number SC475583, with its registered office at 1 Boat Brae, Rattray, Blairgowrie, PH10 7BH and licensed by Ofwat to provide water and waste services in England;

1.1.6 “Effective Date means:

- Where prior to the date of accepting the Quote, CWL is providing the Services to the Customer at the Relevant Premises, the date of the acceptance of the Quote by the Customer; or
- Where prior to the date of accepting the Quote, CWL is not providing the Services to the Customer at the Relevant Premises, the date on which the Relevant Premises are transferred to CWL of CMOS;

1.1.7 “Fixed Tariff” means the fixed tariff for unit costs for the Services which shall be calculated at a rate being aggregate of (a) the relevant wholesale charges for the Relevant Premises as set out in the relevant Scheme of Charges as at the date of the Quote and (b) the Applicable Margin;

1.1.8 “National Scheme” means the document entitled “Scheme of Terms and Conditions for National Customers” of CWL available at www.castlewater.co.uk/info;

1.1.9 “Potential Customer” means a party which has sought an estimate from CWL for the provision of Services for Relevant Premises pursuant to this scheme of terms and conditions;

- 1.1.10 “Quote” means the quotation for the provision of the Services to the Customer at the Relevant Premises as prepare by CWL;
 - 1.1.11 “Relevant Premises” means the non -household premises in respect of which a Potential Customer has sought a quote for the provision of Services by CWL;
 - 1.1.12 “Scheme of Charges” means the scheme of charges for the relevant Wholesale Supplier for area in which the Customer’s premises are located which is available at www.castlewater.co.uk/info;
 - 1.1.13 “Services” means water supply and/or waste retail services pursuant to the Water Industry Act 1991.
- 1.2 Capitalised words and expressions shall bear the same meaning given to them in the National Scheme.
- 1.3 The Terms and Conditions are supplemental to and to be read in conjunction with the National Scheme.
- 1.4 Where these Terms & Conditions differ from or conflict with the National Scheme, these Terms & Conditions shall take precedence. Otherwise, the National Scheme remain in full force and effect and on the basis upon which we contract with you.
- 2 Offer
- 2.1 CWL shall maintain offer to provide the Services to the Customer at the Relevant Premises at the Fixed Tariff in accordance with these Terms and Conditions. For the avoidance of doubt the Fixed Tariff shall only fix the unit costs of any Services and the Charges shall be calculated in accordance with the consumption of services recorded at or reasonably estimated at the Relevant Premises.
- 2.2 Any Quote is an estimate based on the information provided by the Potential Customer and available data on the Central Market Operating System (“CMOS”). Where any of the rating base values are absent from CMOS, the Quote will be determined using the appropriate default values. The relevant rating base values are as follows:
- 2.2.1 Surface water and drainage area (m²)
 - 2.2.2 Meter size (mm)
 - 2.2.3 Consumption value per annum (m³/£)
- 2.3 The Quote is subject to variation if:
- 2.3.1 the Relevant Premises do not correspond to the information maintained within CMOS;
 - 2.3.2 any information provided by the Potential Customer in preparation of a Quote is incorrect; or
 - 2.3.3 the consumption of water at the Relevant Premises is not in accordance with the estimates set out in the quote.
- 2.4 The Fixed Tariff cannot be used in conjunction with any other offer, discount or cashback offered by CWL.
- 3 Availability
- 3.1 The Fixed Tariff will not be available where the Relevant Premises meet any of the following
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criteria:

3.1.1 There are multiple sites;

3.1.2 There will be any trade effluent services to be provided; and/or

3.1.3 Where a post-code cannot be found on CMOS.

3.2 Without prejudice to paragraph 3.1, CWL may provide quotation for any Relevant Premises which meet any of the criteria set out in paragraph 3.1. Where a Potential Customer wishes to obtain a quotation in respect of such Relevant Premises, such Potential Customer should contact CWL by email to switch@castlewater.co.uk.

4 Contract Commencement and Termination

4.1 The Customer and CWL agree that CWL shall provide the Services to the Customer at the Relevant Premises for the Contract Term based on these Terms and Conditions, the National Scheme and the relevant Scheme of Charges.

4.2 This Contract will commence on the Effective Date.

4.3 This Contract will terminate on the earliest of:

4.3.1 the agreement of alternative contract terms between a Customer and CWL relative to the premises;

4.3.2 the deregistration of the supply point for the Premises on CMOS; or

4.3.3 the final date of the Contract Term.

5 Pricing Terms

5.1 The Customer shall pay to CWL the Charges for the Services (including relevant disconnection charges) in accordance with the National Scheme.

5.2 For the purposes of these terms and conditions, subject to clause 5.3, the Charges for Services will be calculated in accordance with the Fixed Tariff.

5.3 The Charges will be subject to adjustment to reflect any changes to or updates in the service components provided at the Relevant Premises including without limitation any additional drainage charges.

5.4 The Charges are subject to applicable VAT which the Customer shall be liable to pay CWL.

5.5 CWL will provide to the Customer, in advance, an invoice which details their annual charges and a breakdown of monthly billing arrangements. These monthly payments will be taken by Direct Debit only.

5.6 The Customer shall pay the Charges monthly by Direct Debit only, on a due date agreed by CWL and the Customer. The Charges must be paid by the Customer within 14 days of the date of the invoice, except where indicated to the contrary in the National Scheme.

5.7 All Direct Debit payments made by the Customer to CWL are covered by the Direct Debit Guarantee.

5.8 Where any Charges due to CWL are not paid by the Customer within 7 days of the due date, CWL

may amend the payment terms applicable to the Customer to alternative payment terms, which may include payment of up to 12 months' in advance or a deposit from the Customer of a maximum of a sum equivalent to 12 month's Charges.

6 Changes to this Scheme

These Terms and Conditions are subject to change and may be changed by CWL at any time by making revised terms and conditions available at www.castlewater.co.uk.

7 Force Majeure

CWL shall not be in breach of any of its obligations under the Contract nor be liable for any delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.