



## CASTLE WATER LIMITED

### WATER AND SEWERAGE SERVICES AGREEMENT FOR CUSTOMERS WITHIN SCOTLAND 2018

#### TERMS AND CONDITIONS

##### 1. Terms and Definitions

**We** have defined certain words and phrases used in these terms and conditions. These are shown in **bold**.

- **Business day** – any day other than a Saturday or Sunday or a bank holiday in Scotland under the Banking and Financial Dealings Act 1971.
- **Charges** - Charges we will charge to you and you agree to pay to us for the Services.  
**Charging statement** – the statement of charges which **we** produce that sets out **our** charges and the way **we** work them out.
- **Codes** – the market code and the operational code.
- **Contract** - the Contract between you and us for the provision of the Services constituted by the Quotation, these terms and conditions and any other document in writing which is expressly stated by us to form part of our Contract with you.
- **Default services** – the services which are described as default services in the **directions**.
- **Default standards** – the standards which water and sewerage service providers must meet for **default services**.
- **Default tariffs** – means the most that we can charge you for the provision of the Services as set out in the documentation issued by the **Water Industry Commission for Scotland** under the Water Services (**Codes** and Services) Directions 2007 as amended, replaced or varied from time to time.
- **Directions** – the Default Services, Standards and Maximum Tariffs Directions 2007 (or any other direction which amends, replaces or adds to, or is made for the same subject matter as that direction).
- **Disconnections document** – the document 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) which contains:
  - a. the code made by the **Water Industry Commission for Scotland** under section 19 of the Water Services etc. (Scotland) Act 2005; and
  - b. other material relating to disconnections; as in force from time to time.
- **Disconnection warning notice** – the notice that **we** have to send you in certain circumstances before **we** disconnect your supply. The form and content of this notice is set by the Scottish Ministers under section 18(3) of the Water Services etc (Scotland) Act 2005.
- **Eligible property** –
  - a. in terms of supplying water, means premises which are (or are to be) connected to the public water supply system; and
  - b. in terms of providing sewerage or sewage disposal, means premises which are (or are to be) connected to the public sewerage system.

These are premises which are not 'dwellings' within the meaning of Part II of the Local Government Finance Act 1992 (apart from the residential part of properties which are part residential within the meaning of that Part of that Act). In other words, this means a **property** which is not a household property.
- **Initial Term** - the initial term of our agreement with you as set out on the Quotation.
- **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.

- **MeterCo** – any organisation which may be set up, whether by **Scottish Water** or otherwise, to own, operate, lease, manage or maintain meters or metering equipment.
- **Operational 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.
- **Property** – any **eligible property** that you own, lease or otherwise occupy.
- **Quotation** - the proposal document produced by us (which may be in hard copy or in electronic form) setting out our Charges for the **Services**, identifying the **Eligible Property** and signed by you accepting these terms and conditions.
- **Scottish Water** – the organisation with that name set up under section 20 of the Water Industry (Scotland) Act 2002.
- **Scottish Water Byelaws** – the byelaws in force from time to time and made by Scottish Water under section 70 of the Water (Scotland) Act 1980 to prevent waste, undue consumption, misuse or contamination of water.
- **Scottish Water terms and conditions** – the schedule of terms and conditions in force and made by **Scottish Water** under section 55 of the Water (Scotland) Act 1980. It is on these terms and conditions that **Scottish Water** is prepared to supply water by meter or otherwise.
- **Services** – Except as set out in any separate contract or separate terms and conditions which apply between you and **us**, the following will be the terms and conditions, together with **our charging statement** and **service standards**, for supplying water and sewerage (in other words, waste water, property drainage, roads drainage and, if they apply, trade effluent) services, meter services and other services which **we, Castle Water Limited**, may provide to you (the **services**) to any **eligible property** that you either own, lease or otherwise occupy (a **property**).
- **Service standards** – the document **we** issue from time to time providing information about **our** service standards.
- **Supply point** – in terms of water services or sewerage services, this is the supply point for a **property** which is registered to **us** for providing water services or sewerage services.
- **We, us, our – Castle Water Limited** with company number SC475583, registered in Scotland, and with **our** registered office at 1 Boat Brae, Rattray, Blairgowrie, Scotland, PH10 7BH.
- **WICS - Water Industry Commission for Scotland** – 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.

## 2. Our agreement with you

- 2.1 These terms and conditions together with the **Quotation & Agreement**, form our Contract with you. Our Contract with you applies from the date on which we accept your application for supply of the **Services** and continue until our agreement with you ends in accordance with these terms and conditions.
- 2.2 By signing our **Agreement** you are agreeing to these terms and conditions and applying for supply of the **Services**.
- 2.3 **We** can change these terms and conditions by telling you about the new terms, which will apply from the date shown in the notice. You agree that if you continue to receive the **services** after this date, you will have accepted the new terms.
- 2.4 As well as your responsibilities under these terms and conditions, you agree that you will keep to any laws, permits and consents which apply to you in relation to the **services**, including but not limited to, any consent needed for trade effluent, **Scottish Water Byelaws** and, in relation to any meter or metering equipment at the **property**, to the **Scottish Water** terms and conditions if they apply.
- 2.5 You accept that you have responsibility for the water and waste water pipework in, on or under any **property**, including responsibility for any loss of water or for any water or waste water flooding arising from the condition of that pipework. You will become the owner of and responsible for (including for risk of loss and risk of flooding), the water supplied to you at the **connection point**. However, nothing in this condition will transfer any risk **we** or **Scottish Water** have under any duty placed on **us** or on **Scottish Water** by any law.
- 2.6 You agree to let **us** know about any change to any **property**, or to how it is used, that would result in it no longer being an **eligible property**. You also agree that you will let **us** know about

any reassessment (including the date that reassessment applied from) of the rateable value of any **property** resulting from any change of use, extension or addition to that **property**.

- 2.7 These terms and conditions apply from, the date on which **we** accept your application for supply. They then continue unless **our** agreement with you ends in line with condition 7.3 or 8.
- 2.8 In providing the **services** to you, **we** must:
- 2.8.1 keep to the **directions** and, where relevant, the **disconnections document** and the **codes**; and
- 2.8.2 where required by the **directions, disconnections document** or the **codes**, offer you **default services** if you have asked for them.

### 3. Our charges

- 3.1 You will find our charges, and the basis on which we work out our charges, in our charging statement.
- 3.2 **We** review **our** charges at least once a year. **We** will inform you of any changes to **our charging statement**, before the changes take effect.
- 3.3 For **Contract** periods of greater than 1 year, we reserve the right to increase or decrease prices in line with any changes to the Wholesale charge cap determined by the **Water Industry Commission for Scotland**. Unless your Quotation states that you are on a fixed price Contract, we may alter the tariff or discount that we apply to your Contract and we shall give you 28 days' notice of any such change.
- 3.4 **We** may move you on to our Default Tariff if you do not meet your obligations under the terms of this Contract.
- 3.5 **We** may alter your tariff (and therefore our Charges) if, in our sole opinion (acting reasonably), there shall have occurred a material adverse change in which has resulted from circumstances out with our control.
- 3.6 As well as **our** charges, **we** may also recover **our** reasonable costs (depending on any **default maximum tariffs** which may apply) if you fail to keep to your responsibilities under these terms and conditions. These may include, but are not limited to, costs in connection with:
- 3.6.1 recovering unpaid charges;
- 3.6.2 going to a **property** because you have failed to keep to **our** terms and conditions;
- 3.6.3 you failing to keep an agreed appointment at a **property**;
- 3.6.4 you failing to allow access to a **property** under condition 6.5; or
- 3.6.5 any unauthorised removal of, obstruction of, damage to, or tampering with a meter or metering equipment or in connection with fitting a device to a meter or metering equipment.
- 3.7 All **our** charges will also have UK tax or duty charged on them, including VAT at the current rate, where applicable.
- 3.8 **We** may offer you **services** on top of those for which charges are set out in **our charging statement**. If **we** do, **we** will explain **our** charges for those **services**. We may bill you for those **services** separately, or along with your bills for water or sewerage services or trade effluent services.

### 4. Term and Termination

- 4.1 Unless otherwise stated on the signed **agreement** the initial term of the contracts is 36 months. On expiry of the Initial term this **agreement** shall automatically renew on a yearly basis for a period of 12 months at a time on the terms and conditions set out in this **Agreement** unless and until terminated in accordance with the provisions of condition 4.2.
- 4.2 You may terminate the agreement on expiry of the Initial term by giving us at least twenty business days prior written notice. In the absence of such prior notice from you our agreement with you shall renew in accordance with condition 4.1. If our agreement with you has renewed in accordance with condition 4.1 you may terminate the agreement on expiry of the renewed term by giving us at least 20 business days prior written notice and in the absence of such prior notice from you the agreement will renew in accordance with condition 4.1 again.
- 4.3 On termination of the Contract (however arising), the following conditions shall survive and continue in full force and effect:
- 4.3.1 Condition 10 (Liability)
- 4.3.2 Condition 11 (Data Protection)
- 4.3.3 Condition 4 (Term and Termination)
- 4.3.4 Condition 12

- 4.4 If you are subject to an insolvency event or if an administrator, administrative receiver, liquidator, provisional liquidator or any other type of insolvency practitioner is appointed to you or over any or all of your assets our Contract with you will end of the date of their appointment or the day on which you underwent an insolvency event. A new Contract applying the Default Tariff shall automatically commence with you on that date.
- 4.5 Early Termination: you may terminate this Contract at any time during its term by giving us 20 business days written notice and by paying us an early termination fee, which we shall calculate as a sum equal to the discount against Default Tariffs that you have received from the commencement of the Contract to the date of termination. You must notify us in writing of your intention to terminate the Contract and we will inform you of the relevant termination charge. The Contract shall not be terminated until such payment and any other payments due are received by us.

## 5. Payment

- 5.1 You agree to pay **us** for the **services** and to pay any other charges properly due in connection with these terms and conditions.
- 5.2 All bills must be paid by direct debit, unless previously agreed by Castle Water Limited in writing. Unless agreed otherwise in writing, invoices will be payable on the first working day of each month for that month's usage. To facilitate your payment process we shall commit to rendering our invoice at least 10 working days prior to the due date.
- 5.3 If we have agreed an alternative payment method with you, you agree to pay our invoices in full as soon as we send you the invoice. If you disagree with part of an invoice you must pay us the amount for the part of the invoice that you do agree with.
- 5.4 Any payments that **you** make to **us** will be used to pay the oldest outstanding Charges first.
- 5.5 **We** may every month or other regular period change the amount you owe to reflect the value of the Services provided to **you** (taking into account meter readings) and therefore your direct debit (or invoice) will alter to take account of actual usage or projected actual usage.
- 5.6 If **you** do not pay an invoice on time and/or your direct debit fails or advanced payments if required from **you** by **us** are not received **we** shall:-
- 5.6.1 contact **you** to inform **you** of your payment default and ask **you** to make immediate payment of outstanding sums;
- 5.6.2 move **you** on to our **Default Tariff** charging rate;
- 5.6.3 follow the procedures set out in the **Disconnections Document** which may result in us disconnecting you.
- 5.7 If **you** do not pay an invoice on time and/or your direct debit fails or advanced payments, if required from you by us, are not received we may charge you interest at the rate of 8% above the Royal Bank of Scotland PLC interest rate or in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. We may also ask **you** to pay **us** (and you hereby agree to pay us) a deposit in advance for future Services and our reasoning for doing so will be set out in our notice to you requesting such deposit in advance.
- 5.8 **We** will charge **you** and **you** agree to pay to **us** any reasonable costs we incur to recover outstanding sums from you such costs may include, visiting a property to collect money you owe, litigation and disconnecting and reconnecting your supply.
- 5.9 **We** may use any deposit in advance paid to us by you to pay Charges, including interest you owe to us under this Contract.
- 5.10 If **we** supply you with both water and sewerage services and **our** agreement with you ends for either of them, you will pay the relevant price for the supply which still continues.
- 5.11 **We** can send you a bill or adjust any bill **we** have already sent you if:
- 5.11.1 you let **us** know about any reassessment of the rateable value of a **property** resulting from any change of use, extension or addition to that **property**;
- 5.11.2 **We** become aware of any reassessment; or
- 5.11.3 **we** become aware that you own, lease or otherwise use a **property** for which you have not paid charges for **services** which **we** have supplied to that **property**.
- 5.11.4 **We** can adjust the bill back to the date of any reassessment of rateable value or to the date on which you began occupying the **property** (as the case may be) or to 1 April 2008, whichever is later.
- 5.12 The following conditions will apply to bills **we** send you.

- 5.12.1** If a **property** is metered and the meter was activated for billing purposes before 1 April 2009, your bills for water and waste water services will be based on meter readings or estimated meter readings. **We** normally send bills out every month, every three months or every year.
- 5.12.2** If you ask and pay for a meter to be installed at a **property**, bills for water and waste water services will be based on meter readings or estimated meter readings. **We** normally send out bills every month, every three months or every year.
- 5.12.3** Any bills for trade effluent services will take account of the nature of the effluent discharged and will be made up of:
- a. an availability charge; and
  - b. an operational charge based on meter readings or estimated meter readings.
- We** normally send out bills every month, every three months or every year.
- 5.13** If **we** install an extra metering device on the meter at a **property** and this is activated for billing purposes, bills for water, waste water and trade effluent services may be based on automated meter readings. However, **we** can carry out a yearly check based on a manual reading. **We** will normally send out bills every month, every three months or every year.
- 5.14** If a **property** does not have a meter, your bill for water and waste water services will be based on the **property's** rateable value or assessed usage and **we** will normally send this out once a year.
- 5.15** If one meter serves a **property** and also serves other properties, either your landlord (if you have one) or **we** will arrange for you to be billed for water and waste water services.
- 5.16** **We** normally charge for **property** drainage and roads drainage as often as **we** charge for your water and waste water services and these charges will normally be based on the **property's** rateable value.

#### **Refundable deposit**

**a** At any time, **we** may ask you to pay a refundable deposit. If **we** do this, **we** will explain the reason why **we** are asking for it and the purpose for which **we** will use it. You must pay the refundable deposit within 14 days of **our** request. If you do not pay a refundable deposit when **we** ask, **we** may disconnect your supply.

**b** **We** will hold, and repay, any refundable deposit in the way explained in **our** request to you. However, **we** can use your refundable deposit, including any interest, to pay charges you owe under **our** agreement with you.

## **6. Meters, access and providing information and help**

- 6.1** If a **property** is metered, **we** may ask you to give **us** meter readings. If you agree to do so, and then fail to provide a meter reading when **we** ask, you will allow **us** (or one of **our** agents) to take a meter reading.
- 6.2** You agree to **us** making any arrangements needed on your behalf in connection with the **services**, including (but not limited to) installing, maintaining, testing, repairing, replacing, removing, disconnecting and reconnecting meters and metering equipment. If **we** need the permission of someone else (for example, if you are a tenant under a lease, permission from the landlord) so **we** can carry out any work in connection with the **services**, you must get that permission (and pay any costs involved). If **we** ask, you must show **us** proof that you have this permission.
- 6.3** Unless **we** agree otherwise in writing, the meter and metering equipment will be provided by and remain the property of **Scottish Water** and you must not remove the meter or the metering equipment. You must take reasonable care to keep the meter and metering equipment free from obstruction or damage (including damage by frost) and interference. Unauthorised tampering with a meter is an offence under section 35 of the Water (Scotland) Act 1980 and carries a fine if you are convicted of the offence. If you fit any device to a meter or metering equipment, including a data logger, you must give **us** details of that device.
- 6.4** If damage to a meter or metering equipment is caused by frost, or by any device you have fitted to the meter or metering equipment, or by anyone other than **us** or **Scottish Water** or **our** or their employees or agents, **we** may recover from you any loss of charges **we** suffer as a result of that damage. For this purpose, **we** will assess the amount of charges lost during the period of damage by referring to the most recent average daily use at the **supply point** before the meter stopped recording usage accurately.

- 6.5 At all reasonable times, you must allow **us**, **Scottish Water** and **our** and their employees or agents, safe and unobstructed access (by vehicle in appropriate cases) to any **property** covered by **our** agreement with you, and to the meter, metering equipment and associated pipework to:
- a. do anything in connection with a meter, metering equipment and associated pipework, including reading, inspecting, testing, repairing, exchanging, installing, disconnecting, removing or reconnecting a meter, metering equipment or associated pipework;
  - b. disconnect your supply;
  - c. disconnect the supply of another customer with whom you share that supply;
  - d. get back the meter or other equipment **we** or **Scottish Water** own (if you stop receiving a supply from **us**);
  - e. inspect or test a meter or connection not owned or provided by or for **us** or **Scottish Water**;
  - f. allow **us** to keep to the **disconnections document**, the **codes** and the **directions**;
  - g. sample water quality; or
  - h. sample or monitor trade effluent.

**We** can have access at any time if:

- i. there is danger to life, health or property in connection with the supply; or
- j. **we** need access by law.

6.6 **We** are not responsible for:

- a. any faults in a meter or metering equipment which **we**, or **Scottish Water** do not own or have not provided, or for any resulting loss, cost, damage or injury;
- b. any faults in a meter or metering equipment resulting from you fitting any device to or tampering with that meter or metering equipment;
- c. any loss, cost, damage or injury resulting from you fitting any device to or tampering with a meter or metering equipment; or
- d. any loss, cost, damage or injury resulting from installing a meter or metering equipment, unless the meter or metering equipment is installed by **us** or **our** employees or agents.

6.7 So that **we** can keep to the **disconnections document**, the **codes** and the **directions** or so **we** can carry out **our** responsibilities under these terms and conditions, **our charging statement** and **service standards**, **we** may require you to give **us** information or other help. You agree that you will do all you reasonably can to give **us** this information or help within the timescales **we** ask.

## 7. Disconnections and reconnections

7.1 **We** can temporarily disconnect your supply of water services to a **property**, but only in line with the **disconnections document**, if:

- a. you do not pay an amount properly due for water services (**we** must issue you with a **disconnection warning notice**);
- b. you do not allow **us** access to a water meter (**we** must issue you with a **disconnection warning notice**);
- c. you refuse to provide a refundable deposit (**we** must issue you with a **disconnection warning notice**);
- d. you do not keep to **Scottish Water Byelaws**; or
- e. you ask **us** to disconnect your supply on a temporary basis, for example if the **property** is being refurbished.

If **we** do disconnect your supply temporarily, you must pay the appropriate disconnection charge.

7.2 **We** can temporarily disconnect your supply of trade effluent services, if you have one, at a **property** only in line with the **disconnections document** if:

- a. you do not pay an amount properly due for sewerage services (**we** must issue you with a **disconnection warning notice**);
- b. you refuse to provide a refundable deposit (**we** must issue you with a **disconnection warning notice**);
- c. you do not keep to any consent needed for trade effluent;
- d. you do not keep to **Scottish Water Byelaws**; or
- e. you ask **us** to disconnect your supply on a temporary basis, for example if the **property** is being refurbished.

If **we** do temporarily disconnect your supply of trade effluent services, you must pay the appropriate disconnection charge.

**7.3 We** can permanently disconnect your supply to a **property**, only in line with the **disconnections document** if:

- a. you do not pay an amount properly due for sewerage services (**we** must issue you with a **disconnection warning notice**);
- b. you refuse to provide a refundable deposit (**we** must issue you with a **disconnection warning notice**);
- c. you do not keep to any consent needed for trade effluent;
- d. you do not keep to **Scottish Water Byelaws**;
- e. you illegally use water or sewerage services (if the illegal use is of water services, **we** will disconnect your supply of water services and if the illegal use is of sewerage services, **we** will disconnect your supply of trade effluent services (if you have one));
- f. you ask **us** to disconnect you on a permanent basis, for example, if the **property** is being demolished; or
- g. **we** have disconnected you on a temporary basis (whether your water or trade effluent services) for three months or more, in which case the disconnection automatically becomes permanent. If **we** permanently disconnect a **property**, **our** agreement with you for that **property** will end at the date of disconnection, apart from charges and responsibilities due at that time, including the appropriate disconnection charge.

**7.4 If we** have disconnected your supply of water services to a **property** or, if they apply, trade effluent services:

- a. on a temporary basis due to non-payment, denying access to a water meter or failure to provide a refundable deposit, and you ask **us** to reconnect your supply, **we** will do so as long as the situation leading to disconnection has been dealt with and you have paid the appropriate reconnection fee;
- b. on a temporary basis for not keeping to **Scottish Water Byelaws** or any consent needed for trade effluent, and you ask **us** to arrange for your supply to be reconnected, **we** will do so as long as **Scottish Water** is satisfied that the problem has been sorted out and you have paid the appropriate reconnection fee;
- c. on a temporary basis after you asked **us** to disconnect your supply, and you ask **us** to arrange for your supply to be reconnected, **we** will do so as long as you have paid the appropriate reconnection fee; or
- d. on a permanent basis, you must apply for a new connection to the water or sewerage network.

## **8. Ending our agreement with you or changing or leaving a property we supply**

**8.1** Except as set out in condition 7.3, **our** agreement with you can be ended, or any **property** supplied changed, only in line with this condition 8.

**8.2** If you are moving from a **property** to another property or are leaving a **property**, you may end **our** agreement with you for that **property** by letting **us** know in writing at least 14 days before you move. If you do not do so, **our** agreement with you will continue in force for that **property**, and you will continue to be legally responsible for **our** charges, until:

- you let **us** know in writing that you have left that **property**; or
- **we** become aware that another person has taken a supply at that **property**, whichever is earlier.

**8.3** You may end **our** agreement with you for any **property** by giving **us** 20 **business days**' notice. The notice will take effect at the end of the 20 **business days**. The notice must say whether you want to end **our** agreement with you for supplying water services only, or supplying sewerage services only, or both.

**8.4** If you do not keep to condition 8.3, **our** agreement with you will continue (and you will continue to be liable (legally responsible) for paying any charges) until you do keep to condition 8.3 and the agreement comes to an end.

- 8.5 If you do not give **us** an accurate final meter reading, you may be legally responsible for the difference between the meter reading upon which **we** based the final bill, or the final estimated bill, and the next meter reading.
- 8.6 If **we** disconnect your supply permanently in line with condition 7.3, **our** agreement with you will end on the date of disconnection.
- 8.7 If you are subject to an insolvency event or if an administrator, administrative receiver, liquidator, provisional liquidator or any other type of insolvency practitioner is appointed to you or over any or all of your assets **our Contract** with you will end on the date of their appointment or the day on which you underwent an insolvency event. A new **Contract** applying the **Default Tariff** shall automatically commence with you on that date.
- 8.8 If **our** agreement with you ends for any reason, neither of **us** will lose any rights which **we** have already gained, and **we** will no longer have to provide **services** to you.

## 9. Our responsibility for loss or damage

- 8.1 **We** guarantee standards as set out in **our service standards**. If **we** fail to meet those standards, **we** will pay you compensation in line with **our service standards**.
- 8.2 Except as set out in **our service standards**, **we** will not be legally responsible to you, as a result of not keeping to **our** agreement with you, for:
  - a. any loss of revenue, loss of profit, loss of contract, business interruption or any consequential or indirect loss, however it is caused, even if it could have reasonably been foreseen, and whether it is caused by **our** negligence or not; and
  - b. any other loss or damage (including for lack of, or defective quality of, water) except in the case of **our** negligence or deliberate misconduct or that of any person for whose acts **we** are responsible.
- 8.3 If you suffer loss or damage in line with condition 8.2b as a result of **our** negligence or deliberate misconduct (or that of any person for whose acts **we** are responsible), or if condition 8.2 does not apply, the most **we** will pay you will be £50,000 for each incident or series of related incidents.
- 8.4 Except as set out in **our service standards**, if any act or failure to act by **Scottish Water** causes any loss or damage to you, **we** will limit **our** liability to you (if any) to the amount (if any) that **we** are entitled to recover from **Scottish Water**.
- 8.5 Nothing in **our** agreement with you will exclude or limit **our** legal responsibility for death or personal injury resulting from **our** negligence or that of any of **our** officers, employees or agents.
- 8.6 If **our** agreement with you ends, this condition will continue to apply.

## 10. Liability

- 10.1 Nothing in the Contract shall limit or exclude a party's liability for:
  - 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 10.1.2 fraud or fraudulent misrepresentation; or
  - 10.1.3 any other liability which cannot be limited or excluded by applicable law.
- 10.2 Subject to condition 10.1 we shall not have any liability to you whether in Contract tort, delict (including negligence), breach of statutory duty, or otherwise:-
  - 10.2.1 for any loss of revenue, loss of profit, loss of Contract, business interruption or for any indirect or consequential loss arising under or in connection with the provision of Services to you, howsoever it is caused, even if it could have reasonably been foreseen, and whether it is caused by our negligence or not; and
  - 10.2.2 for lack of, or defective quality of, water
  - 10.2.3 for any other loss or damage ) except in the case of our negligence or deliberate misconduct.
- 10.3 Our total liability to you howsoever arising under or in connection with this Contract shall be limited to the total amount of Charges paid by you to us in the previous 12 month period.
- 10.4 Subject to condition 10.3 if any act or failure to act by **Scottish Water** causes any loss or damage to you, our liability to you (if any) is limited to the amount (if any) that we may claim from **Scottish Water**.
- 10.5 This condition 10 continues to apply following termination of our Contract



## 11. Data Protection

11.1 You that in connection with the provision of the services, we shall be entitled to keep and process for the Protected Data.

11.2 For the purposes of the Agreement, in connection with the Protected data you shall be the Data Controller and we shall be the Data Processor.

11.3 We shall process Protected Data in compliance with:

11.3.1 the obligations of Data Processors under Data Protection Laws in respect of the performance of its obligations under this Agreement;

11.3.2 the terms of this Agreement; and

11.3.3 the provision of our privacy notice available at [www.castlewater.co.uk](http://www.castlewater.co.uk).

11.4 In accepting the terms of this Agreement, you are confirming that you agree that we are entitled to keep and process the Protected Data and that you agree to and accept the terms of our privacy notice.

## 12. General

12.1 You may not legally transfer any of your rights or responsibilities under **our** agreement with you to another person without **our** written permission. **We** may transfer any of **our** rights or responsibilities to another supplier without **your** consent.

12.2 If, at any time, **we** do not insist that you keep to any part of **our** agreement with you, this will not prevent us from doing so in the future.

12.3 If any part of these terms and conditions cannot be enforced, it will not affect any of the other conditions.

12.4 **We** may serve any notice in connection with **our** agreement with you by leaving it at your last known address or place of business (in the case of a company, at its registered office) or at any **property** covered by **our** agreement with you, in each case addressed to you, or by post addressed to you at any **property** covered by **our** agreement with you, or by fax to your last known fax number or by email to your last known email address. You may serve any notice in connection with **our** agreement with you by leaving it at, or posting it to: Castle Water Limited, Lismore House, 32 Miller Road, Ayr, Ayrshire KA7 2AY. Or, **we** may give you another address.

12.5 The law of Scotland will apply to **our** agreement with you and any disputes may only be dealt with in the Scottish Courts.