

Scheme of Terms and Conditions

Castle Water (Southern) Limited

With effect from 1 April 2020

Date 4 May 2021
Version 3



1 Definitions and interpretation

In these Terms and Conditions:

1.1 the following words and expressions have the following meanings and, in addition, any words and expressions defined in any Condition will have the same meaning when used in any other Condition:

“1991 Act”	means Water Industry Act 1991 (as amended)
“Authority”	means the Water Services Regulation Authority also known as Ofwat, established by section 1A of the Water Industry Act 1991
“Bill”	means a bill or invoice setting out the Charges that you owe to us for providing the Services to you
“Billing Year”	means 1 April to 31 March
“Business Day”	a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales
“Charges”	the charges for the Services, being the sum of the Water Supply Charges, Sewerage Charges and Other Charges (as applicable)
“Charges Scheme”	means the charges scheme for the provision of water and sewerage services and other related services for the area in which the Premises is located, which can be found on our website, as updated from time to time
“Complaints Handling Procedure”	means the procedure which sets out how you can make a complaint and how it will be handled and progressed by us details of which are set out on our website
COVID-19 Affected Customer	means an occupier of premises supplied with Services by us where: <ul style="list-style-type: none"> (a) where all of the premises occupied by such person have been designated as vacant premises as a consequence of COVID-19; and (b) such person’s ability to pay Charges is affected by COVID-19
“Data”	means all Personal Data and other data which you provide to us in connection with this Deemed Contract
“Data Protection Laws”	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) and the Data

	Protection Act 2018, and any codes of practice, issued by the relevant data protection or supervisory authority
“Deemed Contract”	means the terms and conditions set out in the Scheme pursuant to which Services are provided by us to you
“Due Date”	means the date by which you must pay your Bill as determined in accordance with Condition 10.2
“Exit Date”	means 1 April 2017
“Expiry Date”	means the date on which this Deemed Contract ends
“Interim Supply Customer”	means a customer whereby a previous supplier has ceased to supply you with water and/or sewerage services, you wish to continue to receive a supply of water and/or sewerage services but have not chosen a new supplier and we have been directed by the Authority to be your water supplier pursuant to section 63AC(3) of the 1991 Act and/or your supplier of sewerage services pursuant to section 110L of the 1991 Act
“Market Arrangements Code”	means the code of that name designated by the Authority from time to time
“Metered Charges”	mean charges for Services that are based wholly or partly on measured quantities of volume and that are calculated in accordance with the relevant Charges Scheme
“Non-Metered Charges”	means assessed charges and rateable value charges in accordance with the relevant Charges Scheme
“Non-Primary Charge”	has the meaning given in the Wholesale-Retail Code
“Other Charges”	means the charges other than Water Supply Charges and Sewerage Charges determined in accordance with Condition 7
“Personal Data”	has the meaning given in the Data Protection Act 2018
“Premises”	means the land, building or structure supplied with the Services being premises which are not household premises within the meaning given in Section 17C of the 1991 Act
“Primary Charge”	has the meaning given in the Wholesale-Retail Code
“Redress Scheme”	means the alternative dispute resolution arrangement run by ADR Group or any other redress scheme which we have in place from time to time and is notified to you as part of the Complaints Handling Procedure
“Retail Exit Regulations”	means the Water and Sewerage Undertakers (Exit from Non-household Retail Market) Regulations 2016

“Scheme”	means this scheme of terms and conditions
“Services”	means the supply of water and/or provision of sewerage services and/or provision of trade effluent services together with ancillary services which you may from time to time ask us to carry out including but not limited to metering, surveys, disconnections and reconnections
“Service Levels”	means the standards to which the Services are to be provided as set out in the Guaranteed Standards Scheme published by Ofwat, from time to time
“Sewerage Charges”	mean the charges payable in respect of the provision of sewerage services and/or provision of trade effluent services
“Start Date”	means the date on which we start your supply of the Services the earliest date being the Exit Date
“Trade Effluent”	has the meaning given to trade effluent in section 141 of the Water Industry Act 1991
“Trade Effluent Consent”	means a consent granted by a sewerage undertaker under section 118 of the Water Industry Act 1991
“Unplanned Event”	<p>means any of the following:</p> <ul style="list-style-type: none"> (a) breakdown, blockage, defect, fault or failure of plant, equipment, apparatus, pipes, structures or facilities forming part of a Wholesaler’s network (b) shortage of, or limitation on the use of, water arising from weather or environmental conditions (c) deficiency in the quantity of water available for supply (d) a water quality incident (e) any pollution from sewage, any unplanned discharge or flooding (f) any other emergency.
“Water Supply Charges”	mean the charges payable in respect of the supply of water
“We”, “Us”, “Our”	means Castle Water (Southern) Limited (registered number 09933767) whose registered office is at c/o Addleshaw Goddard, 1 St Peters Square, Manchester M2 3DE
“Wholesale Contract”	means the contract between us and a Wholesaler
“Wholesale-Retail Code”	means the code of that name issued by the Authority under sections 66DA and 117F of the Water Industry Act 1991

“Wholesaler” means a water company that provides us with water and/or sewerage services on a wholesale basis

“You”, “Your” means any occupier of the Premises to which the Services are provided or any other person responsible for paying our Charges in accordance with Condition 14.

- 1.2 all headings are for reference only and will not affect the meaning of this Scheme;
- 1.3 references to these Conditions are references to these Conditions as varied from time to time in accordance with their terms;
- 1.4 unless the context otherwise requires:
- 1.4.1 references to the singular include the plural and vice versa and references to any gender include every gender; and
- 1.4.2 references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.5 references to “in writing” or “written” include references to communication effected by email or any other means of reproducing words in a legible and non-transitory form;
- 1.6 references to any statute or statutory provision will include any legislation made under it and will be interpreted as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time; and
- 1.7 any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be interpreted without limitation and will not limit the meaning of the words stated before them.

2 Scope of the Scheme

- 2.1 This Scheme is made by us pursuant to Section 29 of the Retail Exit Regulations and Sections 63AE and 110N of the 1991 Act. The Scheme applies wherever Services are supplied by us to Premises other than under an expressed contractual agreement between you and us.
- 2.2 We may offer to enter into alternative contractual terms with you instead of this Deemed Contract. Upon the date of the alternative contractual terms coming into effect, this Deemed Contract shall cease to be enforceable in relation to the supply of Services by us to you at the relevant Premises.

3 Commencement and Term

- 3.1 The Services will be supplied from the Start Date and will continue to be supplied until the Deemed Contract is ended by either you or us or otherwise comes to an end for one of the reasons set out in Condition 11.
- 3.2 We can change this Scheme at any time as required to comply with applicable law or regulatory requirements or with one months’ notice by publishing a new scheme on our website. If you continue

to receive Services after the passing of one month from publication, then you will be deemed to have accepted the new scheme.

4 Supply of Services

- 4.1 The Services will be provided in accordance with the Service Levels and with reasonable skill and care and applicable law.
- 4.2 We have the right to make any changes to the Services which are necessary to comply with any laws, the Market Arrangements Code, the Wholesale Retail Code, safety regulations and the directions of the Authority or other regulator and will notify you of such changes in writing.
- 4.3 The supply of Services may be interrupted or suspended for the purposes of the relevant Wholesaler carrying out necessary maintenance, repair, replacement and inspection works, we will notify you of such works in advance, where it is practicable to do so.
- 4.4 The supply of Services may be interrupted or suspended without notice if there is an Unplanned Event.
- 4.5 If at any time we fail to meet any of the Service Levels for any reason then we will pay the compensation sums referred to in those Service Levels regardless of the reason for the failure and regardless of whether Clause 4.3 or Clause 4.4 applies.

5 Access

- 5.1 You confirm that you are able to, and have all necessary consents, licences and permissions to, allow access to us or a Wholesaler (and anyone acting on our or the Wholesaler's behalf) to any of your Premises (including your meters) whenever we require access in connection with the provision of the Services under the Deemed Contract.
- 5.2 If we or a Wholesaler (or anyone acting on our or the Wholesaler's behalf) is unable to gain access to your Premises or any pipes, meters or any fittings used in connection with the supply of the Services then you will be responsible for providing such access, or removing any obstacle preventing such access, and you will be responsible for the cost of doing so.

6 Charges for the Supply of Services

- 6.1 You will pay the Charges to us in accordance with this Condition 6 and Condition 10.
- 6.2 Our Charges for Services provided will be calculated in accordance with the relevant Charges Scheme which shall be published on our website.
- 6.3 You will be liable to pay VAT at the standard rate on Water Supply Charges if your predominant business activity is within Divisions 1 to 5 of the 1980 Standard Industrial Classification.

7 Other Charges

- 7.1 You will pay Other Charges to us in accordance with this Condition 7 and Condition 10.
- 7.2 If we provide an ancillary service and/or if we determine that we need to carry out an activity and/or if an event occurs for which there is a charge relating to administration (including late payment and

debt collection fees) then you will pay the applicable charge in accordance with the relevant Charges Scheme.

7.3 You may from time to time request us to carry out another ancillary service for which no charge is specified in the relevant Charges Scheme. We may charge a reasonable administration fee of £75 per hour in respect of administration tasks pursuant to this Condition 7.3. We will provide you with the charge for these ancillary services when you contact us about providing these services and will not provide these services until you have formally confirmed your acceptance of the application charge.

7.4 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 (the cost of which will be recoverable from you on a full indemnity basis) and disconnecting and reconnecting your supply.

7.5 All Other Charges will be subject to VAT where applicable.

8 Charges for Empty Premises

Unless we agree otherwise, Charges remain payable when your Premises are empty.

9 Fire Fighting Water

9.1 We will not charge Water Supply Charges in respect of:

9.1.1 Water taken or made available for the purpose of extinguishing fires or taken by a fire and rescue authority for any other emergency purpose; or

9.1.2 Water taken or made available for the purpose of testing apparatus installed or equipment used for extinguishing fires or for the purpose of fire-fighting training.

10 Billing and Payment

10.1 We will provide you with a Bill annually, six monthly or monthly setting out the Water Supply Charges and the Sewerage Charges (as applicable) you owe us. The Bill may be based on a reasonable estimate of the amount of Services we have provided and/or will provide to you.

10.2 Each Bill in respect of the Water Supply Charges and the Sewerage Charges will be payable by you on or before the Due Date determined in accordance your bill and by the payment methods listed on our website.

10.3 We will provide you with a Bill in respect of Other Charges as soon as practicable after you have instructed us to provide a service to which those Other Charges relate or where we have determined that we need to carry out an activity on or immediately after the date on which that activity is carried out.

10.4 If any Charges payable to us by you are not paid on or before the Due Date we will be entitled to charge you interest at the rate applicable under law at the relevant time.

10.5 If you disagree with any part of the Charges in your Bill, you can raise a dispute through our Complaints Handling Procedure, available on our website at www.castlewater.co.uk, as varied from time to time. You must do this as soon as is practicable and in any event no later than seven (7)

days from the date of the Bill. You agree to act reasonably and in good faith in relation to any dispute that you raise.

- 10.6 If you raise a dispute, you must pay us the amount of the Charges that you do agree with on or before the Due Date.
- 10.7 If we identify that you have not been billed for all or part of the Services relating to the supply of water and/or sewerage services and/or trade effluent services we will back-bill you for those Charges in accordance with the relevant Customer Protection Code of Practice for non-household retailers (as amended from time to time).
- 10.8 If, as a result of a recalculation of a Primary Charge or a Non-Primary Charge, a Wholesaler pays to us any sums relating to the supply of water to you, we will either pay this sum on to you or credit such sum to your account with us. Any such payment to you will be made via BACS or cheque within 30 days of us receiving payment by the relevant Wholesaler.

11 Ending the Deemed Contract

- 11.1 If you choose to receive Services from another supplier you can end this Deemed Contract at any time by notifying us that you no longer wish to receive Services from us and informing us of the details of your new supplier provided that neither Condition 11.2, 11.3 or 11.4 applies.
- 11.2 If we have submitted a request to the relevant Wholesaler to disconnect your water supply then the Deemed Contract shall continue in full force and effect unless terminated by us in accordance with Condition 11.5 or it comes to an end for one of the reasons set out in Condition 11.6.
- 11.3 If we receive a notification from you under Condition 11.1 and you are not an Interim Supply Customer, we may send you a notice objecting to the ending of the Deemed Contract if the following conditions are met:
- 11.3.1 there are payments due under this Deemed Contract which have not been paid within ninety (90) days of the Due Date;
 - 11.3.2 we have demanded payment in writing and specified a new due date for payment not less than five (5) Business Days after receipt of the written demand;
 - 11.3.3 payment has not been received by the new due date; and
 - 11.3.4 you have not disputed our Charges under Condition 10.5;
 - 11.3.5 in which case this Deemed Contract will continue in full force and effect unless terminated by us in accordance with Condition 11.5 or it comes to an end for one of the reasons set out in Condition 11.6.
- 11.4 If we receive a notification from you under Condition 11.1 and you are an Interim Supply Customer we may send you a notice objecting to the ending of the Deemed Contract if the following conditions are met:
- 11.5 There are payments due under this Deemed Contract and we have demanded such payment in writing on two separate occasions in each case specifying a new due date for payment not less than five (5) Business Days after receipt of the written demand; and

- 11.6 Payment has not been received by the new date referred to in the second written demand for payment
- 11.7 In which case this Deemed Contract will continue in full force and effect unless terminated by us in accordance with Condition 11.5 or it comes to an end for one of the reasons set out in Condition 11.6.
- 11.8 We may bring the Deemed Contract to an end with immediate effect by giving written notice to you and/or may arrange for your water supply to be disconnected in accordance with Condition 12 if you fail to make any payment due to us under the Deemed Contract within fourteen (14) days of the Due Date. You will still be responsible for paying our Charges for the period we provide any Services to you.
- 11.9 This Deemed Contract will come to an end if:
- 11.9.1 we are no longer authorised to perform our obligations under this Deemed Contract;
 - 11.9.2 you enter into another Contract with us; or
 - 11.9.3 you move out of the Premises.
- 11.10 Following expiry of the Deemed Contract or if it is brought to an end early:
- 11.10.1 the following Conditions which we have agreed will continue to have effect after expiry or termination of the Deemed Contract will continue in force: Conditions 15 and 20 -26 (inclusive); and
 - 11.10.2 all other rights and obligations which you or we have will immediately end but this will not include obligations, claims and liabilities arising prior to the Expiry Date or the date on which the Deemed Contract was brought to an end early;
 - 11.10.3 we will be entitled to raise a Bill for all Charges for Services provided which have not yet been billed;
 - 11.10.4 all Bills (including any Bills issued under Condition [11.7.3](#)) will become immediately due and payable by you.
 - 11.10.5 Within fourteen (14) days after the Expiry Date or the date on which the Deemed Contract is brought to an end early, each party will, subject to the exception set out in Condition [11.9](#):
 - 11.10.6 if requested to do so, return to the other party all of the other party's confidential information (including all copies and extracts) in its possession or control;
 - 11.10.7 cease to use the other party's confidential information.
 - 11.10.8 Each party may keep any of the other party's confidential information which it has to keep to comply with any applicable laws.
- 12 Disconnection of Your Water Supply**
- 12.1 If you fail to make any payment due to us under this Deemed Contract within fourteen (14) days of the Due Date we may, subject to Condition 12.2, disconnect your water supply provided that we have done the following:

- 12.1.1 sent you a reminder notice requiring payment of Charges due;
 - 12.1.2 not less than fourteen (14) days following the sending of the reminder notice, sent you a final notice requiring payment of Charges due and a disconnection notice stating our intention to disconnect your water supply for non-payment of Charges;
 - 12.1.3 and you have not within seven (7) days of the final notice made payment or served a notice stating that you dispute liability to pay the Charges in question.
 - 12.1.4 If you serve us with a notice under Condition 12.1 we will not disconnect your water supply unless you are the occupier and the Charges are enforceable against you under a Court judgment or because you are in breach of an agreement to pay the Charges entered into since the service of your notice.
- 12.2 You will be liable to pay any costs that we incur in arranging for disconnection of your water supply including any charge which the Wholesaler or an accredited entity makes to us for carrying out the disconnection.
- 12.3 We will not disconnect any Premises specified in Schedule 4A of the 1991 Act or where you are not the occupier of the Premises.
- 12.4 No amounts owed by a COVID-19 Affected Customer to Us are “due” or shall be treated as “due” by us for the purposes of a disconnection notice under section 61(1ZC)(b) of the 1991 Act, and for these purposes only. All other rights and obligations under this Scheme are unaffected by this paragraph 12.5
- 13 Moving Out of the Premises**
- 13.1 You should tell us if you are moving out or have moved out of the Premises.
- 13.2 You should tell us that you are moving at least two Business Days in advance of moving out. If you don't you will be responsible for paying our Charges until whichever is the earliest of the date we are informed by the new occupier of the change of occupation or 28 days from the date on which you do inform us.
- 13.3 Subject to Condition 13.2, we will refund any Charges paid in respect of a period after you have moved out of the Premises.
- 14 Responsibility for Our Charges**
- 14.1 The occupier of the Premises shall be responsible for our Charges unless one of Conditions 14.2 - 14.6 apply.
- 14.2 If we have agreed that a person other than the occupier of the Premises should be responsible for the Charges then that person will be responsible for the Charges.
- 14.3 Where separate Premises are supplied with water through a single meter and there is no written agreement with us by which any person accepts responsibility for the Charges then the occupiers of each of those Premises are jointly and severally liable for the whole of the Charges in respect of water supplied through the single meter.

14.4 Where Premises we supply with water through a single meter comprise areas in separate occupation and there is no written agreement with us by which any one person accepts responsibility for the Charges then each of the occupiers of the Premises is jointly and severally liable for the whole of the Charges in respect of water supplied by the single meter.

14.5 At our discretion, notwithstanding Condition 14.3 and Condition 14.4 any person we determine to be:

14.5.1 the principal user of the water supplied through the single meter; and/or

14.5.2 using or permitting (whether formally or informally) the water supplied through the single meter to afford a supply to areas of the Premises in separate occupation.

will be liable for the whole of the Charges in respect of water supplied by such single meter.

14.6 Where more than one Premises are supplied from a private water supply network then the one occupier may have previously assumed responsibility for charges in respect of water passing through the first (main) meter connected to the Wholesaler's network and they will be responsible for paying our Charges.

14.7 In cases other than those described in Condition 14.6 we use meters installed on the private network (sub-meters) for charging purposes and the occupier of each Premises will be responsible for paying the Charges in respect of water supplied through the sub-meter for that Premises. In this case, if the total volume of water supplied through the main meter is greater than the sum of the volumes supplied through all of the sub-meters we will previously have identified the person to be responsible for the Charges in respect of the volume of water which is not recorded by the sub-meters.

15 Exclusions and Limitations of Liability

15.1 Your attention is particularly drawn to this Condition 15.

15.2 Subject to Condition 15.4, our entire legal responsibility to you arising out of or in connection with the Deemed Contract, whether in contract, tort, misrepresentation, under statute or otherwise, including any legal responsibility arising from a breach of, or a failure to perform or defect or delay in performance of, any of our obligations under the Deemed Contract, in each case however caused including if caused by negligence, will be limited as follows:

15.3 subject to Condition 15.2, our entire legal responsibility to you for any damage that we cause to your Premises or any physical property owned by you in the course of performing our obligations under the Deemed Contract will not exceed £5,000,000 (five million pounds) in any Billing Year; and

15.4 subject to Condition 15.2, our maximum legal responsibility to you relating to any other loss or damage that we cause in the course of performing our obligations under the Deemed Contract or failing to perform those obligations will not exceed the amount of Charges we anticipate would be paid by you in the current Billing Year.

15.5 We will have no legal responsibility to you for any:

15.5.1 loss of profit;

15.5.2 loss of revenue, loss of production or loss of business;

15.5.3 loss of goodwill, loss of reputation or loss of opportunity;

15.5.4 loss of anticipated savings or loss of margin;

15.5.5 liability that you have to third parties; or

15.5.6 indirect, consequential or special loss, subject always to Condition [15.4](#).

15.6 We will not be legally responsible to you for any failure to perform or delay in performing our obligations under the Deemed Contract to the extent that such failure or delay is due to any event or circumstance beyond our reasonable control (for example if we are unable to provide the Services due to burst pipes and drought events). If we are paid any money by a Wholesaler in relation to a failure to provide you with the Services then we will pass on to you the proportion of such money which relates to the Services we were unable to provide.

15.7 Nothing in the Deemed Contract will exclude or restrict one party's legal responsibility (if any) to the other for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its legal responsibility.

16 Your Obligations

16.1 You will:

16.1.1 provide us with all information and assistance as we may require in order to perform

16.1.2 our obligations or exercise our rights under the Deemed Contract;

16.1.3 maintain and where necessary repair your supply pipe;

16.1.4 take reasonable care of any meter we provide or which belongs to any Wholesaler;

16.1.5 where you are the owner, confirm that your metering equipment is in good working order and complies with all applicable standards;

16.1.6 notify us within 24 hours of any discussions, negotiations or proposals with any of your creditors in relation to a debt or debts owed to any of them or any discussions relating to your impending insolvency;

16.1.7 obtain any licences, permits, consents and authorisations as may be required by you in order to receive the Services and comply with all conditions of those licences, permits, consents and authorisations including but not limited to a Trade Effluent Consent in respect of any discharge of Trade Effluent; and

16.1.8 inform us if any third party is acting on your behalf.

16.2 Where we provide our metering equipment to you as part of the Services or you use metering equipment belonging to any Wholesaler, you will be responsible for any loss or damage to metering equipment whilst it is on your Premises and the cost of replacing or repairing that equipment. You agree that we may charge you for such repair or replacement and for costs incurred in accessing or re-siting the meter because you have covered or obstructed it and include that charge in a Bill if that metering equipment belongs to us or any Wholesaler.

16.3 We will not be responsible for any fault (or if anything happens because of a fault) with any meter which we did not provide to you.

- 16.4 We will not have failed to comply with our obligations under the Deemed Contract to the extent our failure to perform or delay or defect in performance of obligations under the Deemed Contract arises as a result of:
- 16.4.1 any failure by you to comply with your obligations contained in the Deemed Contract;
 - 16.4.2 our reliance on any incomplete or inaccurate Data provided by you or a third party; or
 - 16.4.3 our compliance with any instruction or request by you or one of your employees.
- 16.5 You will not
- 16.5.1 discharge any Trade Effluent other than in accordance with a Trade Effluent Consent; or
 - 16.5.2 obstruct, cover, interfere with, wilfully damage or remove any meter which we have provided to you or which belongs to the Wholesaler
 - 16.5.3 throw, empty or turn, or suffer or permit to be thrown or emptied or to pass, into any public sewer, or into any drain or sewer communicating with a public sewer any matter likely to injure the sewer or drain, to interfere with the free flow of its contents or to affect prejudicially the treatment and disposal of its contents.
- 16.6 You acknowledge and agree that you are responsible for the water and wastewater pipework and other infrastructure, in or under the Premises including responsibility for any loss of water or for any water or wastewater flooding arising from the condition of such pipework or infrastructure or any equipment or appliances connected to such pipework or infrastructure and any Charges arising therefrom.
- 16.7 Where there is a leak in the supply to the Premises (irrespective of whether such leak occurs inside or outside the Premises) unless and until a leak allowance is granted by the Wholesaler (acting in its sole discretion), you shall be responsible for all Charges relating to the leak and any costs and losses incurred by us in relation to such leak.
- 16.8 If a leak allowance is granted by the Wholesaler, we shall pay or credit to you, those Charges previously paid by you to us which has been paid by the Wholesaler to us as part of any leak allowance payment. Where you have outstanding sums due to us in respect of the Premises or in relation to the provision of any other services, we shall be entitled to apply the whole or any part of such leak allowance payment in settlement of such outstanding sums.
- 17 Our Meter Option Scheme**
- 17.1 You can ask to have a meter installed and to switch to Metered Charges at any time by contacting us at support@castlewater.co.uk
- 17.2 There will be a charge for installing a meter which is an Other Charge calculated in accordance with Condition 7. The charge depends on whether there is an existing boundary box and / or whether the relevant Wholesaler has to carry out excavations or fit the meter internally.
- 17.3 Any installation of a meter will be subject to the approval of the relevant Wholesaler and in the absence of approval from the Wholesaler we will be unable to proceed. If the Wholesaler refuses approval and you are currently paying rateable value Charges you may request to switch from

rateable value charges to assessed charges in accordance with the relevant Charging Scheme. Such request will be subject to approval of the relevant Wholesaler.

- 17.4 The location of the meter will be determined by the Wholesaler, which may contact you about where you would like the meter to be located.
- 17.5 Metered Charges will apply from the date of meter installation. Once you have a meter installed and are being billed Metered Charges, you cannot revert to Non-Metered Charges.

18 Meter Readings

- 18.1 A meter reading taken by us is evidence of the water consumed except where the meter:

18.1.1 has stopped or slowed;

18.1.2 has been bypassed or otherwise removed by you; or

18.1.3 has been tested and found to exceed the limits of error prescribed by law;

and in these cases we will estimate the quantity of water supplied during the period when the meter had stopped, failed to register correctly, been bypassed or removed.

- 18.2 If the meter has been tested and found to be recording outside prescribed limits of error, we will adjust your Metered Charges in accordance with the adjustments made by the relevant Wholesaler.
- 18.3 If it has not been possible to read your meter, we will estimate a reading for billing purposes, for example in situations where you have not given us access. Our estimates are based on historical data for an equivalent period. If this data is not available, the estimate will be based on any relevant available information. Where we are able to obtain an actual reading, we will replace the estimated reading with the actual reading and Charges will be recalculated on the information supplied.
- 18.4 If the start of a Billing Year falls between two meter readings, the total volume recorded for the reading period will be apportioned on a daily basis between the period up to 31 March and the period after that date. Volumetric charges will likewise be calculated at the rates for the two relevant Billing Years.

19 Meter Testing

- 19.1 If you think the meter might not be working correctly you may ask us to arrange a test with the Wholesaler. Where the Wholesaler carries out a test a replacement meter will usually be installed and will remain in place regardless of the test result. If the results of the testing show that the meter is working incorrectly (i.e. it is registering outside of the prescribed limits of error, then we will adjust your Metered Charges back to the last meter reading but one.
- 19.2 There may be a charge for testing a meter in accordance with the relevant Wholesaler's policies and Condition 7.

20 Notice

- 20.1 Subject to Condition [20.3](#), any notice or other communication given under or in connection with the Deemed Contract will be in writing and:

- 20.1.1 sent to the relevant party's address by pre-paid first class post or guaranteed next day delivery post service;
- 20.1.2 delivered by hand (including courier) to or left at the relevant party's address between the hours of 09.00 and 17.00 on a Business Day; or
- 20.1.3 sent by email.

The details of where notices are to be sent are set out below and may be changed by the relevant party giving at least seven (7) Business Days' notice in accordance with this Condition 20.

US

YOU

CASTLE WATER (SOUTHERN) LIMITED

NAME REGISTERED ON **OUR** BILLING SYSTEM

1 Boat Brae, Blairgowrie

ADDRESS REGISTERED ON **OUR** BILLING SYSTEM

Perthshire, PH10 7BH

support@castlewater.co.uk

- 20.2 Any notice or communication given in accordance with Condition 20.1 will be assumed to have been received and read by the receiving party:
 - 20.2.1 if given as set out in Condition 20.1.1, at the later of actual receipt and 09.00 on the first Business Day after the date of posting if posted on a Business Day, or if not posted on a Business Day, the later of actual receipt or 09.00 on the second Business Day after posting;
 - 20.2.2 if given as set out in Condition 20.1.2, at the time the notice or communication is delivered to or left at that party's address if within the hours of 09.00 and 17.00 on a Business Day or 09.00 the following Business Day if delivered outside of those hours; or
 - 20.2.3 if given as set out in Condition 20.1.3, at the time it is received if sent on a Business Day and if it is not sent on a Business Day, it is received on the following Business Day.
- 20.3 To prove a notice or communication has been received it will be enough to prove that delivery was made, or that the envelope containing the notice was properly addressed and posted.

21 Confidentiality

- 21.1 Each party will, subject to Condition 21.2:
 - 21.1.1 only use the other party's confidential information for the purpose of performing its obligations and exercising its rights under the Deemed Contract; and
 - 21.1.2 not disclose the other party's confidential information to any other person.
- 21.2 Each party may disclose the other party's confidential information:

21.2.1 if required by law or any court of competent jurisdiction or the rules of any governmental or regulatory body; and

21.2.2 to those of its officers, directors, employees and professional advisers and, in our case, Wholesalers, our agents and sub-contractors, who need access to that confidential information so that it can perform its obligations and exercise its rights under the Deemed Contract. Each party will ensure that its employees, officers, representatives, subcontractors and advisers comply with this Condition [21.2.2](#) where the confidential information has been disclosed to them.

21.3 Neither party will use the other party's confidential information for any purpose other than to perform the obligations contained in this Deemed Contract.

22 Complaints Handling Procedure

22.1 If you have an issue or complaint relating to the Services, you agree to contact us in the first instance to make us aware of your concerns in accordance with the Complaints Handling Procedure.

22.2 If you are not happy with the way your complaint is dealt with you can refer the complaint to the Redress Scheme.

23 Data Protection

23.1 We will, comply with the data protection principles and with Data Protection Laws in respect of any Personal Data relating to you.

23.2 You consent to us processing your Personal Data for the purpose of providing you with the Services under the Deemed Contract. You also consent to us contacting you from time to time with information about Castle Water and the services we can provide; if you are ever unhappy with us doing this you can tell us and we will stop contacting you in this way.

23.3 We will deal promptly and properly with any enquiry you have regarding our processing of Data and will not transfer any Data to a country or territory outside of the European Economic Area without ensuring an adequate level of protection in accordance with Data Protection Laws.

23.4 We will have in place appropriate technical and organisation measures to ensure that your Data is kept confidential and secure.

24 Bankruptcy or Insolvency

If you enter into any formal insolvency procedure, including a debt relief order, we may apportion any Charges on a daily basis up to the date immediately before the date the relevant insolvency procedure becomes effective (the "insolvency date").

25 Security Deposits

25.1 If we consider you to have a poor credit rating, we may require that you provide a security deposit:

25.1.1 If you are billed monthly, you will be required to provide the equivalent of three months average Charges as security;

25.1.2 If you are billed six monthly, you will be required to provide the equivalent of eight months average Charges as security;

25.2 Average Charges will normally be based upon those payable in respect of the Premises in the previous Billing Year or in the case of new customers based on a reasonable estimate of Charges to be paid in the current Billing Year.

25.3 You may ask us to review the requirement for security if your credit rating has improved. If your credit rating has improved, we may cancel the security deposit and if we do we will repay the deposit to you.

26 General

26.1 The Deemed Contract makes up the entire agreement between you and us and overrules any prior agreement or arrangement in respect of its subject matter and:

26.1.1 neither you nor us has entered into the Deemed Contract in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in the Deemed Contract;

26.1.2 nothing in this Condition 26.1 will be interpreted as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

26.2 We have the right to ask other companies or selected third party providers to perform all or any part of our obligations under the Deemed Contract without your prior permission. The use of any third-party provider will not relieve us of any of our responsibilities to you under the Deemed Contract.

26.3 You will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other way with any of your rights under the Deemed Contract.

26.4 A delay in exercising or failure to exercise a right or remedy under or in connection with the Deemed Contract will not be a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or part exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not be a waiver of any other right, remedy, breach or default.

26.5 If any term of the Deemed Contract (including any exclusion from, or limitation of, liability set out in Condition 15) is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, that term will be assumed to be removed from the Deemed Contract and this will not affect the remainder of the Deemed Contract which will continue in force.

26.6 We may from time to time vary this Scheme but shall ensure that where we do this, we publish the new Scheme at least one month before it takes effect. If you are an Interim Supply Customer we will not make any change within three months of your supply being transferred to us.

26.7 There may be other terms and conditions relating to how we carry out any ancillary services which you from time to time ask us to carry out and where this is the case, we will inform you of them at the time you request the service and will ensure that you are happy with them before we carry out the service.

- 26.8 Nothing in the Deemed Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture between the parties or give either party the power to act on behalf of the other party or present itself as being entitled to do so.
- 26.9 Each party agrees that it is an independent contractor and is entering into the Deemed Contract as principal and not as agent for or for the benefit of any other person.
- 26.10 The parties do not intend that any term of the Deemed Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
- 26.11 Our rights and remedies set out in these Conditions are in addition to and do not exclude any rights and remedies provided by law.
- 26.12 Where there is more than one occupier who occupies the Premises, each occupier is jointly and severally liable for payment of the Charges.
- 27 Governing Law and Jurisdiction**
- 27.1 The Deemed Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 27.2 The courts of England and Wales have exclusive jurisdiction to decide any dispute between us in relation to the Deemed Contract (including in relation to any non-contractual obligations).