

# Scheme of Terms and Conditions

Date – from 1 Apr 22  
Version - Final



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The following scheme of terms and conditions applies for the provision of Services by the Castle Water Group to non-household water and sewerage customers in the Thames Water, South East Water, Affinity Water, and Portsmouth Water supply areas, and for customers otherwise provided with services by Castle Water.

Certain words and phrases used in these Terms and Conditions have meanings set out in paragraph 1 of this scheme of terms and conditions.

Note that when we use (or refer to) "we"/"us"/"our"/"Castle Water" we mean (or refer to) any of the following companies in the Castle Water Group:

- (a) Castle Water Limited (registered in Scotland with company number SC475583) having its registered office is at 1 Boat Brae, Rattray, Blairgowrie, Scotland, PH10 7BH;
- (b) Castle Water (South East) Limited (registered in England with company number 03037009) having its registered office at One St Peter's Square, Manchester M2 3DE; or
- (c) Castle Water (Southern) Limited (registered in England with company number 09933767) having its registered office at One St Peter's Square, Manchester M2 3DE;

Each of which is licenced by Ofwat to provide water and sewerage services in England

When we use (or refer to) "you"/"your"/"Customer" we mean (or refer to)

- (a) any occupier of the Premises to which the Services are provided by Castle Water;
- (b) any party liable to make payment to Castle Water in respect of:
  - (i) any non-household premises transferred to Castle Water as an Acquiring Licensee (as defined in the Retail Exit Code published by Ofwat) (a "**Transferred Customer**");
  - (ii) any non-household premises in an Exit Area (as defined in the Retail Exit Code published by Ofwat as amended from time to time) (an "**Eligible Exit Area Customer**"); and
  - (iii) any non-household premises subject to an interim supply allocation procedure (as referred to in the Interim Supply Code published by Ofwat as amended from time to time) (an "**Affected Customer**"); or
- (c) any other person responsible for paying our Charges in accordance with paragraph 3.

## 1 Definitions and interpretation

### 1.1 Definitions

#### In this Agreement:

<b>Agreement</b>	the agreement between the Customer and Castle Water for the provision of the Services constituted by this scheme of Terms and Conditions;
<b>Accredited Entity</b>	has the meaning given in the Wholesale Retail Code;
<b>Business Day</b>	any day (other than a Saturday or Sunday) on which banks are open in London and Edinburgh for normal banking business;
<b>Charges</b>	the charges due by the Customer to Castle Water in consideration for Castle Water providing the Services to the Customer, in accordance with these Terms and Conditions and the relevant Scheme of Charges and including where appropriate by reference to any relevant Wholesale Supplier's charges document;

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<b>CMOS</b>	the Central Market Operating System as defined in the Wholesale Retail Code;
<b>Complaints Manager</b>	The group complaints manager of Castle Water;
<b>COVID 19 Affected Customer</b>	means any Customer:  (a) all of whose premises have been designated as vacant premises by Castle Water as a consequence of COVID-19; and  (b) whose ability to pay is affected by COVID-19;
<b>Data Controller, Personal Data, Processor and processing</b>	have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including process, processing, processed, and processes shall be construed accordingly);
<b>Data Protection Laws</b>	any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including:  (a) the General Data Protection Regulations (b) the Data Protection Act 2018 (c) any laws which implement such laws (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and (e) all guidance, guidelines, codes of practice and codes of conduct issued by any relevant supervisory authority relating to such Data Protection Laws (in each case whether or not legally binding);
<b>Market Arrangements Code</b>	The code of that name designated by the Regulator from time to time;
<b>Ofwat</b>	the Water Services Regulation Authority;
<b>Premises</b>	any premises at which Services are provided by Castle Water to you
<b>Protected Data</b>	has the meaning given in the Data Protection Laws;
<b>Regulator</b>	Ofwat
<b>Scheme of Charges</b>	the scheme of charges for the provision of water and sewerage services and metering and other related services for the area in which a Premises is located which apply from time to time;
<b>Services</b>	the supply of retail water and sewerage services and meter services to, or the removal of any associated waste including surface water and trade effluent from any Properties that you own, lease or otherwise occupy and / or the provision of any services in respect of new connections to any Premises;
<b>Supply Point</b>	a supply point registered in CMOS in respect of a Premises;
<b>Terms and Conditions</b>	these terms and conditions;
<b>Transfer Date</b>	the date from which the relevant supply points for the Properties are registered to us on CMOS;

<b>Unplanned Event</b>	Any of the following affecting a Wholesale Supplier’s network: <ul style="list-style-type: none"> <li>(a) breakdown, blockage, defect, fault or failure of plant equipment, apparatus, pipes, structures, or facilities;</li> <li>(b) shortage of, or limitation on the use of, water arising from weather or environmental conditions;</li> <li>(c) deficiency in the quality of water available for supply;</li> <li>(d) a water quality incident;</li> <li>(e) any pollution from sewage, any unplanned discharge or flooding; or</li> <li>(f) any other emergency;</li> </ul>
<b>Wholesale Charges</b>	the amount charged by a Wholesale Supplier to Castle Water;
<b>Wholesale Contract</b>	The contract between us and a Wholesale Supplier;
<b>Wholesale Retail Code</b>	The code of that name issued by the Regulator under sections 66DA and 117F of the Water Industry Act 1991; and
<b>Wholesale Supplier</b>	any wholesale supplier of water and wastewater services in respect of the Properties.

## 1.2 Interpretation

In this Agreement:

- 1.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any);
- 1.2.2 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
- 1.2.3 a reference to a ‘Party’ includes that Party’s personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns
- 1.2.5 a reference to a ‘company’ includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.6 a reference to a gender includes each other gender;
- 1.2.7 words in the singular include the plural and vice versa;
- 1.2.8 any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.9 a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form;

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- 1.2.10 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time;
- 1.2.11 a reference to legislation includes all subordinate legislation made from time to time under that legislation; and
- 1.2.12 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

## 2 Provision of The Services and Our Agreement

- 2.1 This is the scheme of terms and conditions made by Castle Water pursuant to section 29 of The Water and Sewerage Undertakers (Exit from Non-Household Retail Market) Regulations 2016 which sets out the terms and conditions applicable to Customers (as hereinafter defined) in England for the provision of water and waste services by Castle Water (this "**Scheme**"). This Scheme will operate in circumstances where there is no other contractual agreement in place between a Customer and Castle Water.
- 2.1 This Scheme forms the basis of the contract between Castle Water and the Customer ("**Deemed Contract**").
- 2.2 A Deemed Contract will commence on:
  - 2.2.1 The date when a premises is registered to Castle Water on CMOS and where no other contract terms apply between Castle Water and a customer in relation to those premises; or
  - 2.2.2 the date when any agreed contract in force between Castle Water and a Customer in respect of a premises registered to Castle Water on CMOS ceases to be in force.
- 2.3 A separate Deemed Contract will commence for each of the circumstances narrated at paragraph 2.2 in respect of each distinct supply point for which a Customer is responsible.
- 2.4 A Deemed Contract will terminate on the earliest of:
  - 2.4.1 the registration of the transfer of the supply to a premises to another retailer on CMOS; or
  - 2.4.2 the agreement of alternative contract terms between a Customer and Castle Water relative to a premises; or
  - 2.4.3 the deregistration of a Supply Point registered to Castle Water on CMOS.
- 2.5 We can change these Terms and Conditions at any time:
  - 2.5.1 as required to comply with any applicable law or regulatory requirement; or
  - 2.5.2 on one month's notice by publishing such new terms and conditions at [www.castlewater.co.uk/info](http://www.castlewater.co.uk/info). If you continue to receive Services after the date set out in the notice you will be deemed to have accepted the new terms and conditions. "

## 3 Responsibility for Our Charges

- 3.1 The occupier of the Premises shall be responsible for our Charges unless one of paragraph 3.2 - 3.6 apply.

- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 At our discretion, notwithstanding Paragraph 3.3 and Paragraph 3.4 any person we determine to be:
- 3.5.1 the principal user of the water supplied through the single meter; and/or
  - 3.5.2 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.
- 3.6 Where more than one Premises are supplied from a private water supply network and one occupier has previously assumed responsibility for charges in respect of water passing through the first (main) meter connected to the Wholesaler's network, such occupier will be responsible for paying our Charges.
- 3.7 In cases other than those described in Paragraph 3.6, where we use meters installed on the private water supply network (sub-meters) for charging purposes, 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.

## 4 Concerns or Questions about The Services or Your Bill, and Complaints

- 4.1 If you have any queries about any aspect of the Services or our Charges, please contact Customer Services.
- 4.2 If you wish to make a complaint, please contact our Complaints Manager with details of your complaint, who will investigate your complaint and supply a copy of our complaints procedure on request. Alternatively, a copy of our complaints procedure is available on our website.

## 5 Services

- 5.1 We shall provide the Services with reasonable skill and care and in accordance with applicable law.
- 5.2 We have the right to make changes to the Services which are necessary to comply with
- 5.2.1 any laws;
  - 5.2.2 the Market Arrangements Code and the Wholesale Retail Code;
  - 5.2.3 safety regulations and the directions of the Regulator or any other applicable regulatory authority.

- 5.3 The supply of Services may be interrupted or suspended for the purposes of the relevant Wholesale Supplier carrying out necessary maintenance, repair, replacement and inspection works. Where reasonably practicable we will notify you in advance of such works.
- 5.4 The supply of Services may be interrupted or suspended without notice if there is an Unplanned Event.
- 6 Charges**
- 6.1 In consideration for us providing the Services to you, you agree to pay the Charges to us.
- 6.2 Our Charges for Services will be in accordance with the relevant Scheme of Charges subject to any reduction which we may in our absolute discretion agree to apply or unless otherwise agreed.
- 6.3 In addition to the Charges, we shall be entitled to recover the reasonable costs we incur as a result of you failing to comply with any of your obligations under the Agreement. These costs may include (but are not limited to) our costs in connection with:
- 6.3.1 attending at any Premises or instructing agents, contractors or sub-contractors to attend at any Premises because you have failed to comply with the Agreement;
  - 6.3.2 you failing to keep an agreed appointment at a Premises;
  - 6.3.3 you failing to allow us, our agents, contractors or sub-contractors, a Regulator or any Wholesale Supplier access to a Premises upon being given reasonable notice, or immediately upon demand in the event of emergency; or
  - 6.3.4 any unauthorised removal of, obstruction of, damage to, or tampering with any metering equipment or in connection with fitting a device to any metering equipment.
- 6.4 Our Charges will have UK tax or duty charged on them, including VAT at the current rate. You agree to provide us with all information reasonably necessary for us to determine the appropriate amount of VAT payable on the Charges. Amounts payable under the Agreement are expressed exclusive of VAT.
- 6.5 We can send you a replacement invoice or adjust any invoice that we have already sent you (and you shall be liable to pay the sums set out in any such invoice) to reflect any updated information regarding any Premises including without limitation updated meter readings or other information regarding the consumption of services during the period in respect of which an earlier invoice has been issued.
- 6.6 We can send you an invoice, a replacement invoice or adjust any invoice that we have already sent you (and you shall be liable to pay the sums set out in any such invoice) if:
- 6.6.1 you advise us that there has been a change to the rateable value of any Premises;
  - 6.6.2 we become aware of any reassessment to the rateable value of any Premises;
  - 6.6.3 we become aware that we have supplied Services to a property which you own, lease or otherwise use and you have not paid Charges for the Services supplied by us.
- 6.7 We may change any invoice or the Charges we invoice to you as a result of a change of use of the Premises by you or as a result of a change to the manner in which, or amount which, any Wholesale Supplier charges for their Services.
- 6.8 We can adjust invoices back to the latest to occur of:



6.8.1 the date on which you began occupying the Premises; or

6.8.2 the date of any reassessment referred to in paragraph 6.6; or

6.9 Where in relation to any Premises there has been a recalculation (a "Wholesale Recalculation") of any charges due and payable by Castle Water to the relevant Wholesale Supplier for such Premises which:

6.9.1 are in respect of the supply of water or sewerage services to such Premises; and

6.9.2 during a period in respect of which Castle Water has issued an invoice to the Customer; and

6.9.3 as a result of such Wholesale Recalculation, Castle Water has received payment from such Wholesale Supplier of a credit against previously paid or payable wholesale charges;

then Castle Water shall revise the Charges payable by the Customer taking into account the impact of such Wholesale Recalculation and shall refund or credit to the Customer any sums paid or payable as a result of such revision (a "Charge Revision"). Where the Customer has outstanding sums due to Castle Water in respect of such Premises or in relation to the provision of any other services, Castle Water shall be entitled to apply the whole or any part of such Charge Revision in settlement of such outstanding sums.

## **7 Charges for Empty Premises**

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

## **8 Changes to Pricing**

8.1 You acknowledge that Castle Water shall increase its Charges in line with any increases to Wholesale Charges.

8.2 You must inform us of any changes to the rateable value of any Premises (including the date from which any reassessment applied) resulting from a change of use, extension or addition to the relevant Premises or for any other reason.

## **9 Other Charges**

9.1 We may charge you for any costs or liability (including to any Wholesale Supplier) we incur

9.1.1 as a result of your actions which are in breach of our Agreement with you or which are negligent or

9.1.2 which directly relate to the Services and/or your Premises

and shall in each case include any costs we incur from a Regulator (or any Wholesale Supplier). You agree to indemnify us on demand for any such costs or liability we may incur.

9.2 In respect of any matters set out in paragraph 9.1, we may charge a reasonable administration fee calculated at the higher of:

9.2.1 3.5% of any charges referred to in paragraph 9.1; or

9.2.2 the hourly rate in respect of administration tasks set out in Appendix 1.

9.3 We may charge you for reinstatement or replacement work in relation to damaged equipment (including meters) relating to the Services or any equipment provided by any Wholesale Supplier irrespective of

whether the reinstatement or replacement of damaged equipment is as a result of your actions provided that you will not be responsible for damage to equipment arising solely as a consequence of our negligence or breach of contract.

### 10 Payment

10.1 You agree to pay our invoices in full as soon as practicable following your receipt of our invoice and in any event no later than 14 days of the date of our invoice. If you disagree with part of an invoice you must pay us the undisputed amount. All amounts due from you to us shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10.2 Any payments that you make to us will be used to pay the oldest outstanding Charges first (if any).

10.3 We may every month or other regular period change the amount you owe to reflect the value of the Services provided to you under this Agreement (taking into account meter readings) and therefore your direct debit (or invoice) will alter to take account of actual usage or projected actual usage.

10.4 If

10.4.1 you do not pay an invoice on time;

10.4.2 your direct debit fails; or

10.4.3 any advanced payments, if required from you by us, are not received when due,

we shall contact you to inform you of your payment default and ask you to make immediate payment of outstanding sums;

10.5 If:

10.5.1 you do not pay an invoice on time;

10.5.2 your direct debit fails; and/or

10.5.3 any advanced payments, if required from you by us, are not received when due,

we may elect to charge you interest at the rate of 8% per annum above the Royal Bank of Scotland PLC base interest rate or as if the Late Payment of Commercial Debts (Interest) Act 1998 applies to this Agreement.

10.6 We may charge you and you will pay us the fees identified in Appendix 1.

10.7 Without prejudice to Paragraphs 10.5 and 10.6 above, 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.

10.8 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.

10.9 We may use any deposit paid to us by you in advance to pay Charges, including interest you owe to us under the Agreement.

**11 Disconnection of Your Water Supply**

11.1 If you fail to make any payment due to us under this Deemed Contract on the Due Date we may, disconnect your water supply provided that we have done the following:

11.1.1 sent you a reminder notice requiring payment of Charges due;

11.1.2 not less than seven (7) 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;

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.

11.2 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 charges to us for carrying out the disconnection.

11.3 We will not disconnect any Premises specified in Schedule 4A of the 1991 Act.

11.4 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 11.4

**12 Responsibility for Pipework and Leaks**

12.1 The Customer acknowledges and agrees that it is responsible for the water and sewerage pipework and other infrastructure, in or under any Premises or any supply pipe which is the responsibility of the Customer which is outwith the Premises. This shall include responsibility for:

12.1.1 any loss of water; or

12.1.2 any water or waste water flooding,

in each case arising from the condition of such pipework or infrastructure or any equipment or appliances connected to such pipework or infrastructure.

12.2 Where there is a leak in the supply to any Premises (irrespective of whether such leak occurs inside or outside such Premises) unless and until a leak allowance is granted by the relevant Wholesale Supplier (acting in its sole and unfettered discretion), the Customer shall be responsible for all Charges relating to the supply to such Premises and any costs and losses incurred by Castle Water in relation to such leak.

12.3 If a leak allowance is granted by the relevant Wholesale Supplier, Castle Water shall pay or credit to the Customer the value of such leak allowance which has been paid by the relevant Wholesale Supplier to Castle Water. Where the Customer has outstanding sums due to Castle Water in respect of the relevant Premises or in relation to the provision of any other services, Castle Water shall be entitled to apply the whole or any part of such leak allowance payment in settlement of such outstanding sums.

**13 Meters**

13.1 At any time during the Term, where any Premises is metered, we may ask you, and you agree, to provide meter readings on reasonable request including but not limited to circumstances where we or our agents have been unable to access the meter to get a reading.

- 13.2 A meter reading taken by us or on our behalf is evidence of the water consumed except where the meter:
- 13.2.1 has stopped or slowed;
  - 13.2.2 has been bypassed or otherwise removed by you; or
  - 13.2.3 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.
- 13.3 If you think that the meter in any Premises is not working correctly, you may ask us to arrange a test with the Wholesale Supplier. If such test shows that the meter is working incorrectly (that is operating outside the prescribed limited of error) then we will adjust your Charges in respect of any metered elements in accordance with the adjustments made by the relevant Wholesale Supplier. There will be a charge for testing a meter.
- 13.4 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 or one of our agents 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 or you provide one, we will take account of the actual reading and Charges will be revised in your next invoice.
- 14 Liability**
- 14.1 Nothing in the Agreement shall limit or exclude a party's liability for:
- 14.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 14.1.2 fraud or fraudulent misrepresentation; or
  - 14.1.3 any other liability which cannot be limited or excluded by applicable law.
- 14.2 Subject to Paragraph 14.1 we shall not have any liability to you whether in contract tort, delict (including negligence), breach of statutory duty, or otherwise:
- 14.2.1 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 breach of contract or not; and
  - 14.2.2 for any loss arising directly, or indirectly, from the actions or omissions of an appointed water and sewerage undertaker in discharging their statutory obligations;
  - 14.2.3 for lack of, or defective quality of, water; or
  - 14.2.4 for any other loss or damage arising other than as a direct result of our negligence or breach of contract.
- 14.3 Our total liability to you howsoever arising under or in connection with the Agreement shall be limited to the lower of (i) total amount of Charges paid by you to us in the previous 12-month period and (ii) the sum of £1,000,000.

14.4 Subject to Paragraph 14.3 if any act or failure to act by a Wholesale Supplier 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 that Wholesale Supplier.

14.5 This Paragraph 14 continues to apply following termination of the Agreement.

### 15 Access to Your Premises

15.1 We (or any Wholesale Supplier) may require access to the Premises in relation to the provision of the Services or in relation to the metering equipment for purposes in addition to that of obtaining a meter reading. We will provide you with reasonable notice when such access is required. You agree to take all necessary steps (and pay any costs involved) to permit us or any Wholesale Supplier (or our respective agents) such access as is required.

15.2 You shall allow a Wholesale Supplier, a Regulator or any other relevant party access to your premises and you acknowledge that in an emergency you may be required to stop using water or disposing of waste.

### 16 Moving or Leaving

16.1 If you are moving from a Premises to another property or are leaving a Premise, you may end our Agreement with you for that Premises 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 the Premises, and you will continue to be liable for our Charges until the date falling 14 days after either:

16.1.1 you let us know in writing that you have left the Premises; or

16.1.2 we become aware that another person has taken a supply at that property,

whichever is earlier.

16.2 You should give us an accurate final meter reading and if you do not you will be responsible for payment of Charges relating to any difference between the meter reading upon which we based your final invoice and any future accurate meter reading obtained for the date of transfer of the services from Castle Water.

### 17 Data Protection

17.1 It is acknowledged that in connection with the provision of the services, we shall be entitled to keep and process the Protected Data.

17.2 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.

17.3 We shall process Protected Data in compliance with:

17.3.1 the obligations of Data Processors under Data Protection Laws in respect of the performance of their obligations under this Agreement;

17.3.2 the terms of this Agreement; and

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

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### 18 Notice

18.1 Subject to Paragraph 18.3 any notice or other communication given under or in connection with the Deemed Contract will be in writing and:

18.1.1 sent to the relevant party's address by pre-paid first class post or guaranteed next day delivery post service;

18.1.2 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

18.1.3 in the cases of notice or communication from Castle Water only, 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 Paragraph 18.

US	YOU
CASTLE WATER	NAME REGISTERED ON OUR BILLING SYSTEM
1 Boat Brae, Blairgowrie	ADDRESS REGISTERED ON OUR BILLING SYSTEM
Perthshire, PH10 7BH	Email address registered on our billing system

18.2 Any notice or communication given in accordance with Paragraph 18.1 will be assumed to have been received and read by the receiving party:

18.2.1 if given as set out in Paragraph 18.1.1, 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;

18.2.2 if given as set out in Paragraph 18.1.2, 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

18.2.3 if given as set out in Paragraph 18.1.3, 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.

18.3 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.

### 19 Allocated Customers

19.1 References and capitalised terms used in this paragraph 19 are as defined in the Interim Supply Code published by Ofwat.

19.2 An Affected Customer allocated to Castle Water as the result of an interim supply allocation procedure will have the right to switch to another provider, or to switch to alternative terms and conditions offered by Castle Water, without additional payments becoming due by that Customer. However, notwithstanding any other part of this Scheme, Castle Water retains the right to submit a Cancellation Request to the Market Operator under the Wholesale Retail Code published by Ofwat.

19.3 The terms of this Scheme shall apply to an Affected Customer from the Date of Relevant Cessation of Supply.

### 20 General

20.1 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:

20.1.1 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;

20.1.2 nothing in this Paragraph 20.1 will be interpreted as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

20.2 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.

20.3 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.

20.4 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.

20.5 If any term of the Deemed Contract (including any exclusion from, or limitation of, liability set out in Paragraph 14) 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.

20.6 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 agree with them before we carry out the service.

20.7 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.

20.8 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.

20.9 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.

20.10 Our rights and remedies set out in these Terms and Conditions are in addition to and do not exclude any rights and remedies provided by law.

20.11 Where there is more than one occupier who occupies the Premises, each occupier is jointly and severally liable for payment of the Charges.

### 21 Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

### 22 Jurisdiction

The Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).



# Appendix 1 – Fees and Charges

## 1 Late Payment Charges

- 1.1 We may charge you and you will pay to Castle Water a late payment charge in respect of each invoice issued to you which is not paid on or before the due date for such invoice calculated as follows:

Invoice value (£)	Late Payment charge applicable (£)
Less than 1000	40
1,000-9,999	70
10,000 or more	100

## 2 Collection Charges

- 2.1 We may charge you and you will pay to Castle Water:

- 2.1.1 A debt collection charge of £182.00 in respect of any invoice where Castle Water passes the account to an external debt collection agency for collection activity (including telephone, postal, email contract and visits to the relevant premises);
- 2.1.2 A visit charge of £182.00 in respect of any invoice where Castle Water arrange a visit to the relevant premises for collection and/or disconnection activity by Castle Water employees; and
- 2.1.3 a recoveries charge of £140.00 in respect of any invoice which remains unpaid in where Castle Water has undertaken legal action to recover such sums.

## 3 Direct Debit Charges

- 3.1 If your direct debit fails, we will charge you and you will pay to us a failed direct debit charge of £48.24.

## 4 Meter Access Charge

- 4.1 Where we are required to undertake additional steps to ensure we have access to the meter located at your premises to obtain a reading, we may charge you a meter access charge of £60.00. For the purposes of this paragraph “additional steps” shall include (without limitation):

- 4.1.1 Clearing vegetation, debris or other obstruction from the meter chamber; or
- 4.1.2 Complying with access restrictions imposed by you to obtain access to the premises or the relevant meter chamber.

## 5 Refusal of Access Charge

- 5.1 Where we or our authorised agents attend the premises to obtain a meter reading and

- 5.1.1 you or your representative(s) refuse to permit access to the premises for the purposes of obtaining such reading without reasonable excuse; or

5.1.2 access to the meter to be physically obstructed for example by stock, equipment or vehicles as a result of you or your representatives acts or omissions,

we may charge you and you will pay a charge of £40.

### **6 Administration Charge**

6.1 Where Castle Water undertakes administration tasks pursuant to paragraph 9.2 we may charge you and you will pay an administration charge calculated using an hourly fee of £82.68.