

# **Monthly In Arrears Terms & Conditions**

## **Monthly In Arrears Arrangement**

## 1 Definitions and Interpretation

- 1.1 In these terms and conditions,
  - 1.1.1 "Castle Water" or "we" means Castle Water Limited, a company incorporated in Scotland (registered number SC475583) having its registered office at 1 Boat Brae, Rattray, Blairgowrie PH10 7HB and licenced by Ofwat to provide water and waste services in England;
  - 1.1.2 "Customer" means any party liable to make payment to Castle Water under section 144 of the Water Industry Act 1991 ("Section 144") in respect of: (i) any non-household premises which was transferred to Castle Water as an Acquiring Licensee (as defined in the Retail Exit Code published by Ofwat) (a "Transferred Customer"); and (ii) any non-household premises in an Exit Area (as defined in the Retail Exit Code published by Ofwat) (an "Eligible Exit Area Customer");
  - 1.1.3 "Monthly In Arrears ("MIA") means the monthly in arrears arrangement as more fully described in the Terms and Conditions;
  - 1.1.4 "Terms and Conditions" means these terms and conditions;
  - 1.1.5 "you" means a Customer who is subject to MIA;
  - 1.1.6 Capitalised words and expressions shall bear the same meaning given to them in the Scheme of Terms and Conditions for National Customers available at www.castlewater.co.uk/resources-for-england (the "Scheme").
- 1.2 The Terms and Conditions are supplemental to and to be read in conjunction with the Scheme.
- 1.3 Where these Terms & Conditions differ from or conflict with the Scheme, these Terms & Conditions shall take precedence. Otherwise, the Scheme remain in full force and effect and on the basis upon which we contract with you.

### 2 Availability

- 2.1 MIA is only available to Customers:
  - 2.1.1 in the areas served by Thames Water;
  - 2.1.2 in the areas served by South East Water;
  - 2.1.3 in the areas served by Portsmouth Water;
  - 2.1.4 in the areas served by Affinity Water; or



# **Monthly In Arrears Terms & Conditions**

- 2.1.5 which are in any other areas which Castle Water or an associated company of Castle Water is an Acquiring Licensee;
- 2.1.6 Any other area in England.
- 2.2 MIA is only available to Customers of Castle Water who are based in England and who fulfil all of the following criteria:
  - 2.2.1 Have a metered supply for water supply and waste services;
  - 2.2.2 Agree to submit monthly meter readings to Castle Water via Castle Water MyAccount;
  - 2.2.3 Do not have an outstanding balance on their existing Castle Water account;
  - 2.2.4 Have been contracting with Castle Water for the provision of services in accordance with the Scheme;
  - 2.2.5 Are not provided with trade effluent services by Castle Water at the relevant property.

### 3 General Terms & Conditions

- 3.1 Customers on MIA are eligible for the benefits offered by Castle Water in connection with the Direct Debit. Details of this offer can be found at www.castlewater.co.uk.
- 3.2 Every Customer will be required to register for a Castle Water MyAccount to be eligible for MIA. Details of the registration process can be found at www.castlewater.co.uk.
- 3.3 You are required to manage your account online and you must ensure that Castle Water always have a valid email address for the account. Failing to supply Castle Water with a valid email address may lead to you not receiving your invoice on time.
- 3.4 You are required to set up a monthly direct debit with Castle Water to ensure that the full outstanding balance on the account is settled each month.

### 4 Pricing

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

## 5 Payment Terms and Conditions

- 5.1 The following terms will apply to your invoicing arrangements:
- 5.2 You will be invoiced at the start of each month in respect of the water supply and waste services for the relevant property;



# **Monthly In Arrears Terms & Conditions**

- 5.3 Your invoices will be produced in arrears for the previous month's water supply and waste services;
- 5.4 Your invoices will be sent to you each month via email and they will also be accessible on MyAccount.
- 5.5 Your invoices will be based on your own submitted meter readings. Meter readings can be submitted to Castle Water the following ways:
  - 5.5.1 entering an accurate meter reading from your water meter in your Castle Water My Account page at https://myaccount.castlewater.co.uk/meters; or
  - 5.5.2 requesting that Castle Water undertake a reading of your meter.
- 5.6 If you provide a meter reading, Castle Water reserve the right to refuse to accept the reading as not being accurate or to require validation of that reading.
- 5.7 Where you request Castle Water to undertake reading of your meter:
  - 5.7.1 Castle Water will use reasonable endeavours to complete such reading within 5 working days of your request; and
  - 5.7.2 There will be a charge for the meter reading service of £10 per reading for Customers in the Thames Water and Portsmouth Water areas and £15 per reading for Customers in all other areas.
- 5.8 All invoices issued to you under MIA will be due and payable no later than 14 days after the date of issue of the invoice.
- 5.9 In the event that you do not pay any invoice in accordance with paragraph 5.10 above, then without prejudice to any of the other provisions set out in the Scheme, we shall have the right to require you to pay to us a sum equal to our reasonable estimate of the charges you would incur over a six-month period as a deposit in respect for your payment obligations to us. Such deposit will be held separately and not applied as a credit to your account. Such deposit will be due if an invoice is not paid within 7 days of a notice from us advising you that such invoice remains unpaid.
- 5.10 In the event that you do not pay any invoice and/or any requested security deposit within 14 days of our request, we shall have the right to withdraw you from MIA and invoice you in accordance with alternative billing arrangements which may include billing you on a two month in arrears and four months in advance basis.