

## Deemed Contract Terms and Conditions

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Version 3.3

The following pages give full details of the Deemed Contract Terms and Conditions

These deemed contract terms and conditions are made by Water Plus Limited (company number 04141390) of South Court, Riverside Park, Campbell Road, Stoke-on-Trent, ST4 4DA in accordance with: (a) for transferred or eligible exit area customers, Regulation 29 of the Water and Sewerage Undertakers (Exit from Non-household Retail Market) Regulations 2016 ("Exit Regulations") and/or the Retail Exit Code published by the Water Services Regulation Authority pursuant to Regulation 30 of the Exit Regulations; and (b) for interim supply customers, sections 63AE and 110N of the Water Industry Act 1991 and the Interim Supply Code published by the Water Services Regulation Authority pursuant to sections 63AF and 110O of the Water Industry Act 1991.

## 1. Words and phrases

- 1.1 In this Deemed Contract, where we use the words:
  - (a) "you" or "your" we are referring to you, our customer;
  - (b) "we", "us" or "our", we are referring to Water Plus Limited (company number 04141390).
- 1.2 In this Deemed Contract, we have used ordinary, easy to understand language. In places we have used abbreviations and have given certain words particular meanings. Where we have done this, the words and abbreviations start with capital letters and you can find out more information about them in the Glossary at clause 17.
- 1.3 This Deemed Contract will only apply to you if you have not entered into an agreement with us, and we are providing you with the Services.

## 2. Our responsibilities to each other

- 2.1 We will supply one or more of the following Services for the Site:
  - water supply services;
  - sewerage services (including surface water drainage);
  - trade effluent services.
- 2.2 By using the Services, you agree and confirm that: (i) you are the owner or occupier of the Site; and (ii) the Site is an Eligible Site.

## 3. The Deemed Contract period

- 3.1 This Deemed Contract will be binding from the Start Date. Your and our rights and obligations under this Deemed Contract come into effect on that date and will continue until the date that:
  - (a) Both of Us have entered into an agreement to supply the Services to the Site;
  - (b) you have chosen to Switch to another retailer, and the Site has been successfully Switched;
  - (c) the Site has been disconnected in accordance with the Relevant Laws;
  - (d) you no longer own, rent or use the Site and you have provided notice to this effect in accordance with clause 9.5 below;
  - (e) the circumstances set out in clause 9.6 arise; or
  - (f) the Deemed Contract is otherwise terminated in accordance with clause 9.
- 3.2 We have the right to end the Deemed Contract in the circumstances set out in clause 9 below.
- 3.3 Subject to you following the process for giving notice in clause 9.5 (where required), you have the right to end the Deemed Contract at any time by entering into a new contract with us, or another retailer, or where you are permitted to end the Deemed Contract in accordance with clause 9 below.

## 4. Standards of service

- 4.1 We will provide the Services in accordance with Good Industry Practice and in a manner that complies with all Relevant Laws. Our guaranteed standards of service can be found on our website at [www.water-plus.co.uk/our-promise-to-you](http://www.water-plus.co.uk/our-promise-to-you).

## 5. Our charges and invoices

- 5.1 We may provide you with an invoice or a statement at any time informing you of the charges payable by you. As a minimum, we will provide you with one bill each year.
- 5.2 Our invoices or statements may contain adjustments to our charges set out in previous invoices or statements including any unbilled charges in previous periods.
- 5.3 We may send you requests for payment in advance on invoices, statements, or payment plans based on estimated future consumption.
- 5.4 You agree to pay the amount requested by the due date stated and we will reconcile the advance payment with actual charges due in our invoices and statements.

### Calculation of our charges

- 5.5 You will pay our charges for providing the Services without deduction or set off at the rates set out in the Scheme of Charges and we will be able to vary these charges as set out in this Deemed Contract and as permitted by the Relevant Laws.
- 5.6 If you fail to make payment of our charges, we may disconnect the Site if permitted by the Relevant Laws.
- 5.7 We may charge you a reasonable sum as compensation for our costs of installing any AMR or other equipment at the Site.
- 5.8 Where our charges are based on the volume of water used:

- (a) if AMR services are provided, this will be used to calculate the volume of water used;
  - (b) if AMR services are not provided:
    - i. we will read the water meter at the Site to calculate the volume of water used, or we will accept meter reads that you provide to us;
    - ii. we will endeavour to take at least one actual reading in each year of the Deemed Contract or more if required by Relevant Laws; and
    - iii. if we do not obtain an actual meter reading, we will be entitled to estimate the volume of water used at our discretion and may use an estimated meter reading as the basis for calculating our charges;
  - (c) where accurate meter readings are not available (e.g. due to a fault with the meter), we may calculate our charges by reference to average daily consumption recorded at the Site during periods that we reasonably believe to best reflect consumption over the affected period and during which accurate meter readings are available; and
  - (d) where estimated meter readings are used to calculate our charges, an adjustment will be made to our charges when an actual meter reading is next used to calculate the charges.
- 5.9 Where our charges are based on the rateable value of the Site or the chargeable area of the Site, you will inform us of any change to the Site area or any change in the assessment of the rateable value of the Site and the date the change came into effect within 30 days of that change. We will be entitled to adjust our charges to take into account any change of this assessment from the date the change came into effect. Any refunds relating to a decrease in charges as a result of such a change will be provided in accordance with the relevant Regional Wholesaler's policy.
- 5.10 This Deemed Contract is based on information available to us at the Start Date of this Deemed Contract and any other information about you that we receive from third parties as part of our normal processes, such as credit ratings. If any of this information is incorrect or changes during the term of the Deemed Contract, we reserve the right to re-assess and amend the payment method of this Deemed Contract to reflect the new information. This will include (but is not limited to) information about your credit rating. We may also recover any reasonable costs that we incur as a result of incorrect details being provided.
- 5.11 Unless otherwise restricted or prohibited by a Relevant Law, we may charge you, and you agree to pay our charges incurred under this Deemed Contract, where the Site is Vacant.
- 5.12 Where the Site is occupied by more than one occupier, all occupiers of the Site are jointly and severally liable for the applicable charges, and we may collect all charges from any one of the occupiers in such proportions as we deem fit.
- 5.13 We may charge you and you agree to pay the reasonable costs incurred by us as a result of you breaching your obligations under the Deemed Contract e.g. relating to recovering unpaid charges, failing to allow us access to the Site at agreed times and damage to our meter reading equipment.
- 5.14 Our charges set out in the Scheme of Charges do not include any applicable VAT. We will add VAT on top of our charges in our invoices at the rates that apply which may change from time to time.

#### **Regulatory Changes and Charges from Regional Wholesalers**

- 5.15 If there is a change in Relevant Laws or Regulatory Guidance that has an impact on our costs, or if costs imposed on us by Regional Wholesalers increase, we may change your prices as a result. If we do make changes we will give you notice of these changes as soon as we reasonably can after the changes have taken effect.
- 5.16 Regional Wholesalers may from time to time impose one off charges or claim money from us. For example, a Regional Wholesaler may charge us if you request a change of meter or it may claim money from us if damage is caused to their meter. You agree to reimburse us for any charges or claims that a Regional Wholesaler may impose on us in relation to the Services provided to the Site.
- 5.17 Regional Wholesalers may, from time to time, recalculate their charges in accordance with their charging policies, resulting in a refund or allowance to be applied against your Site or account. Subject to clause 5.21, we shall pass the benefit of any such refund or allowance granted to us directly on to you as received during the term of your Deemed Contract or afterwards.

#### **Allowances from Regional Wholesalers**

- 5.18 Some Regional Wholesalers have a policy of providing a reduction in charges to customers where leakage occurs in customer pipes. Where a Regional Wholesaler agrees to provide a reduction in its wholesale charges to us for this leakage allowance in respect of the Site, we will apply an adjustment to our charges to you.
- 5.19 If you use water for the purposes of fire-fighting or testing fire-fighting equipment you may be entitled to a reduction in your charges for the water used. Where a Regional Wholesaler agrees to provide a reduction in its wholesale charges to us for fire-fighting related use at the Site, we will apply an adjustment to our charges to you. In order to obtain this allowance, you must notify us in writing:
- (a) within 15 days of use if the use occurred for the purpose of fire-fighting or, if this is not possible, as soon as reasonably possible; or
  - (b) no later than 15 days after the date of use if the use occurred for the purposes of testing fire-fighting equipment.

5.20 The allowances from Regional Wholesalers described under clauses 5.18 and 5.19 are administered by us in accordance with the terms of the relevant Regional Wholesaler's policy. If you believe that you qualify for either of these allowances, please complete the relevant application form which can be found on our website at [www.water-plus.co.uk/help-and-support](http://www.water-plus.co.uk/help-and-support). Please note that completing the application form does not guarantee that the allowance will be applied to your Site as the Regional Wholesaler must agree to provide the allowance.

#### **Applying payments against the Site**

- 5.21 We reserve the right to apply the payment or any credit balance to the outstanding charges in respect of the Site and for any periods we think appropriate, including applying the payment to the oldest debt first.
- 5.22 Where payment is received or a credit balance is held by us in respect of the Services and other services provided by our Group Companies and you have not provided us with instructions on which of these services the payment or any credit balance is to be applied against at the time payment is made, we may apply the payment or any credit balance to these services in any way we think appropriate.
- 5.23 If you make a payment to us in full and final settlement of an amount due and the payment is less than the actual amount due, you agree that:
- (a) we may accept the payment in part payment;
  - (b) acceptance of the payment will not be in full and final settlement of the amount due;
  - (c) we are entitled to payment of the balance of the actual amount due; and
  - (d) there is no requirement for us to notify you of the points mentioned in sub paragraphs (a) to (c) above on each occasion a payment is made on this basis.

#### **Payment of our charges**

- 5.24 You agree to pay us the amounts specified in each invoice, statement or payment plan we send you by the dates specified in the relevant documents or, if no date is specified, within 5 days from the date of the relevant document.
- 5.25 If you pay our charges by direct debit, we may specify and you agree to pay the amounts of the periodic payments that we estimate is required to cover our charges.
- 5.26 If you do not agree with the amount specified as due from you in an invoice, you have the right to dispute all or part of the invoice. Please contact us to let us know the amount in dispute and the reasons why you do not agree with it. You must raise a dispute within 14 days of the date of the invoice. If you do dispute any part of an invoice, you must still pay the undisputed amount by the due date.
- 5.27 In certain circumstances, Relevant Laws allow us to disconnect your water supply if you do not pay our charges. If this action is required, you will reimburse us for any costs associated with disconnecting or reconnecting your supply.
- (a) For the period from 8 April 2020 until 31 May 2020 or such other date as the Regulator or other Competent Authority may notify in writing to Water Plus, no amounts owed by the Non-Household Customer to Water Plus are "due" or shall be treated as "due" by Water Plus 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 these Terms and Conditions of Supply are unaffected by this clause 5.27(a).
- 5.28 You will still be legally responsible for paying our charges for providing the Services until the Deemed Contract is validly ended in accordance with clause 9.
- 5.29 We will charge you interest on any sums payable by you and not paid by the due date for payment at the rate of 8% per annum above the base lending rate of the Bank of England that applies from time to time (to be applied on a daily basis).

#### **Security Deposits**

- 5.30 We may ask you to pay a Security Deposit at any point during the term of the Deemed Contract. If we ask you to pay this, we will explain the reason why when we contact you. You must pay the Security Deposit within 14 days of our request. If you do not pay the Security Deposit within 14 days, this will be a Material Breach and we will be entitled to end this Deemed Contract in accordance with clause 9.1.
- 5.31 We will hold and repay any Security Deposit in the way explained in our request to you. We may use this Security Deposit, including any outstanding interest generated on such deposit, to pay any outstanding charges owed by you.

#### **6. What we will need from you**

- 6.1 You will provide us with reasonable assistance to enable us to carry out the Services.
- 6.2 Where the Site is supplied with water through a water pipe owned by a Regional Wholesaler that also supplies other third party premises that are not to be supplied under this Deemed Contract and charges are to be calculated on a volume basis, you will allow us to install a sub meter at a position we think appropriate to calculate the volume of water supplied to the Site and will pay our reasonable charges for this.

- 6.3 You will provide us with full rights of access to the Site on Business Days for any purpose connected with the carrying out of the Services as long as we comply with all reasonable safety and security rules that we are made aware of. In particular, where necessary, you will:
- (a) allow us access to the Site to take meter readings or to install, repair, maintain, inspect, test, replace, disconnect or reconnect meters or meter reading equipment;
  - (b) allow us to take samples of trade effluent; and
  - (c) meet us at the Site at agreed times.
- 6.4 You will take reasonable care to keep the Regional Wholesaler's meters or any other meter or meter reading equipment (whether it belongs to us or not) free from damage or interference. If you do not, and we need to repair or replace the relevant meter in order to provide the Services, you will pay us our reasonable costs for doing this.
- 6.5 You will ensure that we have access to the Regional Wholesaler's meters and any other meter or meter reading equipment (whether it belongs to us or not) at the Site. If this is not provided, we may remove any obstruction preventing us from obtaining access, and you will:
- (a) pay us our reasonable costs for doing this; and
  - (b) reimburse us for any third party claims that arise as a result of us removing the obstruction (e.g. from the landlord).

## **7. The Switching Process and Eligible Sites**

- 7.1 Please note that Relevant Laws govern the Switching Process. You agree that we can object and/or prevent the Switch of the Site to another retailer where Relevant Laws allow us to do this and you will assist us with this where appropriate. These circumstances include (but are not limited to) where:
- (a) there are outstanding charges in relation to the Site for 90 days;
  - (b) the new retailer's application to Switch the Site was made by mistake; or
  - (c) you have told us to object to the application to Switch the Site.
- 7.2 Customers will only be allowed to Switch their supplier of water and/or sewerage services if their site meets the qualifying criteria under the Relevant Laws. For example, customers are not permitted to Switch retailers for premises that are predominantly used as household premises. We will provide the Services in relation to the Site only if and for as long as it remains an Eligible Site. You agree to inform us if the Site is used for household purposes or if there is any material change in the use of the Site so that we may ensure that it remains an Eligible Site.

## **8. The point at which water is supplied to you**

- 8.1 Where a Regional Wholesaler's water supply pipe is used to serve only the Site, the water is supplied to you at the point at which it leaves the Regional Wholesaler's water supply pipe.
- 8.2 Where a Regional Wholesaler's water supply pipe is used to supply a privately owned network of pipes that serves the Site together with other premises (that may be owned or occupied by third parties), it is more difficult to identify who owns the water after it leaves the Regional Wholesaler's water supply pipe as the supply is shared. The Regional Wholesaler may attribute water use through this joint supply to the Site and these other premises in any proportion it thinks appropriate. You agree to pay our charges based on the water that the Regional Wholesaler considers to be supplied to the Site.

## **9. Ending the Deemed Contract**

- 9.1 Either of Us may terminate the Deemed Contract, in respect of some or all of the Services, immediately upon written notice if:
- i. the Other One of Us commits a Material Breach of the Deemed Contract which is capable of remedy and fails to remedy it within 30 days of written notice giving particulars of the Material Breach and requiring the breach to be remedied; or
  - ii. if the Other One of Us commits a Material Breach of the Deemed Contract that is not capable of being remedied or repeatedly breaches the Deemed Contract in a way that itself gives rise to a Material Breach of the Deemed Contract.
- 9.2 We may terminate the Deemed Contract, in respect of some or all of the Services, immediately upon written notice if:
- (a) you do not pay our outstanding charges, within 10 Business Days of being notified that the due date for payment has passed;
  - (b) you are unable to pay your debts as they fall due; or
  - (c) you make a proposal for voluntary arrangement within Part I Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with creditors or you go into liquidation, receivership or administration or any other similar analogous event.
- 9.3 The Deemed Contract will terminate immediately if we are no longer licensed to supply the Services to the Site.
- 9.4 In addition to the termination rights described above, you may terminate the Deemed Contract at any time. This can be for any reason including that you have entered into a new contract with us or another retailer, or you are leaving the Site. If you are ending this Deemed Contract because you are leaving the Site, you must give us prior written notice and follow the requirements as set out in clause 9.5.

## **Leaving the Site and ending the Services**

- 9.5 If you are leaving the Site:
- (a) you will need to end the Deemed Contract for the relevant Services at the Site by giving us the prior written notice referred to in clause 9.4 (please see clause 0 on how to provide notice). The notice must set out:
    - i. the Site details;
    - ii. the Services you wish to end (if you do not specify the type of Services you wish to end, you agree that this means we can end the supply of all Services to the Site);
    - iii. the date you are leaving the Site or wish the Services to end; and
    - iv. if you are leaving the Site, your future contact details and (if you know them) the name and contact details of the future owner and/or occupier of the Site;
  - (b) if you are ending the water and/or sewerage services at the Site and the Site is charged on a volume basis, you must take a final meter reading on each meter at the Site on the date that you are leaving the Site and provide these meter readings to us on the same date.
- 9.6 The Deemed Contract will end if the Water Services Regulation Authority makes an 'Interim Supply' direction (when the regulator appoints another retailer to take over responsibility for our customers) or any other valid direction for the Site, and this direction appoints a retailer other than us to provide the Services.
- 9.7 Where the Deemed Contract is validly ended in accordance with this clause 9, there will be no charge or fee payable by you for ending the Deemed Contract. However, you will still be legally responsible for paying our charges for providing the Services until the Deemed Contract is validly ended in accordance with this clause 9.

## **10. What happens at the end of the Deemed Contract**

- 10.1 When the Deemed Contract is terminated or comes to an end for any reason:
- (a) Both of Us shall return any property owned by the Other One of Us that Either of Us hold unless agreed otherwise;
  - (b) we may remove from the Site, any meters or meter reading equipment that we own or lease;
  - (c) neither you nor us shall lose any rights that you or we have already gained;
  - (d) we will prepare a final invoice for you; and
  - (e) clauses in the Deemed Contract which by implication have effect after termination shall continue in full force and effect, including the following clauses: clause 10 (What happens at the end of the Deemed Contract), clause 13 (Our legal responsibility), clause 14 (Information handling), clause 0/10 (notices) and clause 16.13 (governing law and jurisdiction).
- 10.2 If we end the Deemed Contract because of any of the circumstances described in clause 9.1 or 9.2, we may disconnect the Site if the Relevant Laws allow us to do so.
- 10.3 Ending the Deemed Contract does not affect the rights and responsibilities that either Party had before the Deemed Contract ended.

## **11. AMR Equipment**

- 11.1 We own the automated meter reading equipment hardware that we use. At the end of the Deemed Contract we will give you the option to either:
- (a) buy this equipment at a price to be agreed;
  - (b) continue to receive the AMR service under a new contract; or
  - (c) request the equipment to be removed.
- 11.2 We will remain the owner of the AMR equipment hardware until we have sold it.
- 11.3 Please note that we do not own the software or any intellectual property rights relating to this equipment. For this reason, we are not able to sell or licence this to you and you may need to obtain a licence from the manufacturer in order to use it.

## **12. Rights and obligations under Relevant Laws**

- 12.1 Unless otherwise stated, nothing in the Deemed Contract shall:
- (a) prevent or restrict either you or us from exercising your or our rights under Relevant Laws; or
  - (b) affect your or our obligations under Relevant Laws.

## **13. Our legal responsibility**

- 13.1 We are only legally responsible to you as set out in the Deemed Contract. Unless otherwise stated in the Deemed Contract, all other implied legal responsibilities will not apply as far as this is allowed by law.
- 13.2 We will not be legally responsible to you if we are prevented or delayed from performing our obligations under the Deemed Contract by any breach of your obligations under the Deemed Contract.
- 13.3 We will not be legally responsible to you if we cannot provide the Services because of something outside of our reasonable control provided we have taken reasonable precautions or steps to continue to provide the Services. For example, a Regional Wholesaler may interrupt the supply of water or sewerage services to the Site. In such circumstances we will have no liability to you in relation to such interruption as we are not in control of the Regional Wholesaler's actions.

- 13.4 Except for the types of liability mentioned in clause 13.6, we are not legally responsible to you for any loss of profits, loss of income, loss of business, loss of water, defective quality of water or any loss or damage, that is not directly caused by us, or which we could not reasonably expect to arise at the time we entered into the Deemed Contract with you.
- 13.5 Except for the types of liability mentioned in clause 13.6, our total liability to you under the Deemed Contract (including claims based on breach of contract, tort (including negligence) and breach of statutory duty) and for claims made on any other basis shall be limited in any one calendar year for any incident or series of incidents (whether related or unrelated) in aggregate to the total charges paid by you to us in that calendar year under the Deemed Contract.
- 13.6 No term of the Deemed Contract limits or excludes our liability:  
(a) for death or personal injury resulting from our negligence; or  
(b) for fraud or fraudulent misrepresentation committed by us.

#### **14. Information handling**

- 14.1 You agree to give us all information that we reasonably require in order to provide the Services.
- 14.2 We may share your account information with our Group Companies and other reputable organisations so you can be contacted about other water related goods and services. If you do not wish to be contacted please let us know. We may also share your account information with and obtain information about you from other utilities, local authorities, Competent Authorities, government departments, the police, credit reference agencies and other companies for making credit decision, to recover unpaid charges and to prevent fraud. We use Group Companies and third party service providers in the UK and abroad to help us to provide our services to you and may need to share your information with them for this purpose.
- 14.3 Both of Us will ensure that all information of a confidential nature received from each other in the course of the Deemed Contract shall not be disclosed to any third party unless:  
(a) required for the proper operation of the Deemed Contract;  
(b) this is allowed under clause 14.2;  
(c) this information is already in the public domain other than as a result of a breach of this clause 14;  
(d) disclosure is required in order to comply with Relevant Laws, or  
(e) this is agreed in writing.
- 14.4 Neither we nor you shall make any press announcement or otherwise publicise the details of this Deemed Contract, except with the prior written consent of the other party. However, we may refer to you as a customer and use your logo or business name in connection with our marketing activities.

#### **15. Your responsibility for the Site**

- 15.1 The Site might not always be occupied by you. For example, the Site might be occupied by another business with your consent or it may lie empty. We need to be sure that we are able to deliver the Services to the Site and that we will be paid for all Services that we provide in relation to the Site. You agree that until such time as the Deemed Contract comes to an end in respect of the Services provided to the Site, you are responsible for complying with all of your obligations under this Deemed Contract in respect of the Site, for and on behalf of the owner or occupiers of the Site and where such obligations require the assistance of the owner or occupier of the Site, you will ensure that this assistance is provided.

#### **16. General**

- 16.1 We may transfer all or any of our rights under the Deemed Contract (including the right to demand that you pay our charges) without your permission. Your rights and responsibilities under the Deemed Contract are personal to you and you are not entitled to transfer them to anyone else unless we provide our written consent.
- 16.2 We may use subcontractors to deliver the Services without needing your permission.
- 16.3 If any provision of this Deemed Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Deemed Contract, and the validity and enforceability of the other provisions of the Deemed Contract shall not be affected.
- 16.4 Unless otherwise stated in the Deemed Contract, apart from you or us, no person, company or other corporate body or organisation shall have any rights under or in connection with the Deemed Contract.
- 16.5 The Deemed Contract sets out the whole agreement between the Both of Us and no other discussions or documents are relevant or will form part of it unless this is allowed by the Deemed Contract or unless set out in writing and signed by Both of Us.
- 16.6 Subject to clause 16.7, we may review and update the Deemed Contract at any time and the amended Deemed Contract shall apply from the date that we indicate that it takes effect. We will notify you of any material change to your Deemed Contract. You agree that if you continue to receive the Services, you will have accepted the new terms and conditions and they will apply to the provision of the Services from that date.
- 16.7 This clause will only apply if you have been allocated to be our customer through the interim supply process. We will not vary or end this Deemed Contract without your consent in the first three months of the Deemed

Contract. If we want to vary or end the Deemed Contract within this timeframe, we will provide you with one month's prior notice of this request.

16.8 If we do not immediately exercise any of our rights under the Deemed Contract, this will not affect our ability to exercise these rights at a later date.

16.9 Any notice to be given under the Deemed Contract by you to us must be in writing, signed, and sent either:

- (a) to our registered office by delivering the notice by hand to that office, or by sending the notice to that office by first class pre-paid post; or
- (b) to the customer service e-mail address provided within any correspondence.

These notice requirements will not apply to service of legal process.

16.10 Any notice to be given under the Deemed Contract by us to you must be in writing, signed, and either:

- (a) sent to your billing address by delivering the notice by hand to that address or by sending the notice to that office by first class pre-paid post; or
- (b) to the e-mail address provided by you,

These notice requirements will not apply to service of legal process.

16.11 A notice served under clause 16.9 or 16.10 will be deemed to have been received:

- (a) if delivered by hand before 17:00 hours on a Business Day, on that day, or in any other case, on the next Business Day;
- (b) if sent by pre-paid first-class post, two days after it was posted if that day is a Business Day, or in any other case, on the next Business Day.
- (c) If the e-mail is sent before 17:00 on a Business Day, on that day, or in any other case, on the next Business Day.

The address for service for the relevant party may be changed by serving notice under this clause. These notice requirements will not apply to service of legal process.

16.12 If you have a complaint that you wish to make in relation to this Deemed Contract, please visit the complaints section of our website at [www.water-plus.co.uk/complaints](http://www.water-plus.co.uk/complaints) which details our complaints process. A hard copy of our complaints process can be provided to you on request.

16.13 The Deemed Contract shall be governed in accordance with the laws of England and Wales and Both of Us will submit to the exclusive jurisdiction of the English and Welsh courts;

## 17. Glossary

17.1 **AMR** means automatic meter reading.

**Both of Us** means both you and us.

**Business Day** means any day from Monday to Friday inclusive excluding statutory holidays and other public holidays.

**Competent Authority** means any body or organisation, including government department and regulatory, statutory and other entity, committee, or ombudsman that has a relevant regulatory or supervisory role including the Water Services Regulation Authority (Ofwat), the Drinking Water Inspectorate, the Environment Agency, the Health and Safety Executive and MOSL.

**Deemed Contract** means these deemed contract terms and conditions as amended, supplemented, varied, modified, renewed, replaced or extended from time to time in accordance with these terms, together with the Scheme of Charges.

**Either of Us** means either you or us.

**Eligible Site** means a premises used for business purposes in respect of which customers are permitted to Switch their supplier of water and/or sewerage services under Relevant Laws and Regulatory Guidance.

**Good Industry Practice** means using the degree of skill, care, diligence and prudence and using such standards, methods and practices reasonably and/or ordinarily exercised or used by experienced and competent organisations engaged in similar activities under similar circumstances and conditions.

**Group Companies** means in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company as defined in section 1159 of the Companies Act 2006.

**Material Breach** means a breach of the Deemed Contract which in all the circumstances is one which, if not remedied, is likely to have a serious effect on a significant benefit which the innocent party would otherwise derive from the performance of the Deemed Contract in accordance with its terms.

**MOSL** means Market Operator Services Limited, the organisation that administers the market for water and sewerage retail services in England.



**Other One of Us** when referring to us means you and when referring to you means us.

**Regional Wholesaler** means the statutory water and/or sewerage undertaker appointed by the Government as the provider of wholesale water and/or sewerage services in the area in which the Site is located that owns or operates the network through which water and/or sewerage services are supplied to the Site.

**Regulatory Guidance** means guidance from a Competent Authority.

**Relevant Laws** means:

- (a) any statute, regulation, bylaw, ordinance or subordinate legislation which is in force for the time being or which may be introduced from time to time to which you or us are subject;
- (b) the common law as applicable to you or us;
- (c) any binding court order, judgment or decree applicable to you or us;
- (d) any binding order, decision, determination or direction of a Competent Authority which applies generally or applies to you or us in respect of your or our rights or obligations relating to the Deemed Contract;
- (e) any and all relevant licences, consents or permissions from a Competent Authority; and
- (f) any applicable industry code, policy, guidance, standard or accreditation terms enforceable by law or Regulatory Guidance,

in all cases relevant for England and Wales.

**Scheme of Charges** means the document of that name published yearly by us that contains our default tariff rates;

**Security Deposit** means a sum of money which we may ask you for at any point during the term of the Deemed Contract which we will return in full providing we have no reason to deduct any amount from the initial sum provided to us.

**Services** means the services provided in relation to the Site.

**Site** means your Eligible Site being supplied with the Services by us.

**Start Date** means either: (a) the date that we start to supply the Services to you at the Site; or (b) if you have been allocated to us through the interim supply process, the date that the Water Services Regulation Authority determine to be the relevant date that the supply from us to your Site started, pursuant to the Interim Supply Code.

**Switching Process** means the process of switching retailer for the provision of the relevant Services under Relevant Laws. References to "Switch" and "Switched" in this Deemed Contract refer to this process.

**Vacant** means a Site:

- (a) where there is no physical occupation by any person, other than for providing security services;
- (b) which is not open or available to the public or visitors;
- (c) which has no stock left within it, except abandoned items;
- (d) which has no moveable items left within it; and
- (e) where any fixtures and fittings have been abandoned and the Site is no longer in use, for a period of more than two calendar days.

17.2 A reference to an organisation (apart from you or us) includes any replacement organisation or organisation that substantially serves the same purpose.

17.3 A reference to a statute or statutory provision shall be construed as including a reference to any subordinate legislation and any future modification or amendment to, or, any re-enactment or replacement of that legislation.