

# Scheme of Terms and Conditions for National Customers

The following terms and conditions apply to the agreement for the provision of Services by Castle Water and together with any specific terms and conditions which you have accepted form our Agreement with you.

Certain words and phrases used in these Terms and Conditions have meanings set out in clause 13 of these Terms and Conditions.

Note that when we use (or refer to) “we” / “us” / “our” / “Castle Water” we mean (or refer to) Castle Water Limited (registered in Scotland with company number SC475583) and our registered office is at 1 Boat Brae, Rattray, Blairgowrie, Scotland, PH10 7BH.

When we use (or refer to) “you” / “your” / “Customer” we mean (or refer to) the party entering into the Agreement with us.

## **1 Provision of The Services and Our Agreement**

- 1.1 These Terms and Conditions together with any specific terms and conditions accepted by you in connection with the provision of the Services form our Agreement with you. Our Agreement with you applies from the Effective Date.
- 1.2 We can change these Terms and Conditions at any time
  - 1.2.1 As required to comply with any applicable law or regulatory requirement; or
  - 1.2.2 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. “Customer” means a party occupying non-household premises which has been, is or will be liable to pay CWL in respect of Services;

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

- 2.1 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.

## **3 Services**

- 3.1 We shall provide the Services with reasonable skill and care and in accordance with applicable law.
- 3.2 We have the right to make changes to the Services which are necessary to comply with
  - 3.2.1 any laws;
  - 3.2.2 the Market Arrangements Code and the Wholesale Retail Code;
  - 3.2.3 safety regulations and the directions of the Regulator or any other regulator.

- 3.3 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.
- 3.4 The supply of Services may be interrupted or suspended without notice if there is an Unplanned Event.
- 4 Charges**
- 4.1 In consideration for us providing the Services to you, you agree to pay the Charges to us.
- 4.2 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.
- 4.3 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:
- 4.3.1 attending at any Property or instructing agents, contractors or sub-contractors to attend at any Property because you have failed to comply with the Agreement;
  - 4.3.2 you failing to keep an agreed appointment at a Property;
  - 4.3.3 you failing to allow us, our agents, contractors or sub-contractors, a Regulator or any Wholesale Supplier access to a Property upon being given reasonable notice, or immediately upon demand in the event of emergency; or
  - 4.3.4 any un-authorized removal of, obstruction of, damage to, or tampering with any metering equipment or in connection with fitting a device to any metering equipment.
- 4.4 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.
- 4.5 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 Property including without limitation updated meter readings or other information regarding the consumption of services during the period during which an earlier invoice has been issued
- 4.6 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:
- 4.6.1 you advise us that there has been a change to the rateable value of any Property;
  - 4.6.2 we become aware of any reassessment to the rateable value of any Property;
  - 4.6.3 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.
- 4.7 We may change any invoice or the Charges we invoice to you as a result of a change of use of the Property by you or as a result of a change to the manner in which any Wholesale Supplier charges for their Services

- 4.8 We can adjust invoices back to the latest to occur of:
- 4.8.1 the date on which you began occupying the Property;
  - 4.8.2 the date of any reassessment referred to in clauses 4.5 or
  - 4.8.3 the earliest date permitted for back billing pursuant to the Market Arrangements Code;
- 4.9 Where any Property is supplied with water along with other premises through a single meter and there is no written agreement with us by which any other person accepts responsibility for the Charges then you and each of the occupiers of the other premises so served by that single meter shall be jointly and severally liable for the whole of the Charges in respect of water supplied through the single meter
- 4.10 Where any Property 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 you shall be jointly and severally liable for the whole of the Charges for that Property along with any other occupier.
- 4.3 Where in relation to any Property there has been a recalculation (a "Wholesale Recalculation") of any charges due and payable by Castle Water to the relevant Wholesale Supplier for such Property which:
- 4.11.1 are in respect of the supply of water or sewerage services to such Property; and
  - 4.11.2 during a period in respect of which Castle Water has issued an invoice to the Customer; and
  - 4.11.3 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 Property 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.

## **5 Responsibility for Pipework and Leaks**

- 5.1 The Customer acknowledges and agrees that it is responsible for the water and waste water pipework and other infrastructure, in or under any Property including responsibility for any loss of water or for any water or waste water 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;
- 5.2 Where there is a leak in the supply to any Property (irrespective of whether such leak occurs inside or outside such Property) 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 and any costs and losses incurred by Castle Water in relation to such leak.

- 5.3 If a leak allowance is granted by the relevant Wholesale Supplier, Castle Water shall pay or credit to the Customer, those Charges paid by the Customer to Castle Water which has been paid by the relevant Wholesale Supplier to Castle Water as part of any leak allowance payment. Where the Customer has outstanding sums due to Castle Water in respect of the relevant Property 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.

## **6 Charges to pricing**

- 6.1 You acknowledge that Castle Water shall increase its Charges in line with any increases to Wholesale Charges.
- 6.2 Subject to clause 6.1, unless your Agreement states that you are on a fixed price contract, we may alter the Charges that we apply to the Agreement and we shall give you 28 days' notice of any such change.
- 6.3 You must inform us of any changes to the rateable value of any Property (including the date that any reassessment applied from) resulting from a change of use, extension or addition to the relevant Property or for any other reason.

## **7 Other charges**

- 7.1 We may charge you for any costs or liability (including to any Wholesale Supplier) we incur as a result of your actions which are in breach of our Agreement with you or which are negligent or which directly relate to the Services and/or your Property and this shall include any costs we incur from a Regulator (or any Wholesale Supplier) and you hereby agree to indemnify us on demand for any such costs or liability we may incur. We may charge a reasonable administration fee of 3.5% of any charges payable by you or £75 per hour in respect of administration tasks (whichever is the higher) pursuant to this clause 7.1.
- 7.2 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 network provider irrespective of whether the reinstatement or replacement of damaged equipment is as a result of your actions.

## **8 Payment**

- 8.1 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 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).
- 8.2 Any payments that you make to us will be used to pay the oldest outstanding Charges first (if any).
- 8.3 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.

- 8.4 If you do not pay an invoice on time and/or your Direct Debit fails or advanced payments, if required from you by us, are not received we shall contact you to inform you of your payment default and ask you to make immediate payment of outstanding sums;
- 8.5 If:
- 8.5.1 you do not pay an invoice on time;
  - 8.5.2 your Direct Debit fails; and/or
  - 8.5.3 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.
- 8.6 If your Direct Debit fails, we will charge you and you will pay to us a failed Direct Debit charge of £43.75
- 8.7 We may charge you and you will pay us
- 8.7.1 A debt collection charge of £20 in respect of any invoice where Castle Water passes the account to an external debt collection agency for collection activity (other than activity involving visits to the relevant premises);
  - 8.7.2 A visit charge of £100 in respect of any invoice where Castle Water arrange a visit to the relevant premises for collection and/or disconnection activity through either Castle Water staff or any sub-contractor of Castle Water; and
  - 8.7.3 a recoveries charge of £112.50 in respect of any invoice which remains unpaid on or after 75 days after the issue of such invoice in respect of administration costs connected to disconnection and/or debt recovery activities.
- 8.8 Without prejudice to clause 8.7 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.
- 8.9 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.
- 8.10 We may use any deposit paid to us by you in advance to pay Charges, including interest you owe to us under the Agreement.

## 9 Meter Readings

- 9.1 At any time during the Term, where any Property is metered, we may ask you, and you agree, to provide meter readings on reasonable request.
- 9.2 If you think that the meter in any Property 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 back to the last meter reading but one. There will be a charge for testing a meter.

## **10 Liability**

- 10.1 Nothing in the Agreement shall limit or exclude a party's liability for:
- 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 10.1.2 fraud or fraudulent misrepresentation; or
  - 10.1.3 any other liability which cannot be limited or excluded by applicable law
- 10.2 Subject to clause 10.1 we shall not have any liability to you whether in contract tort, delict (including negligence), breach of statutory duty, or otherwise:
- 10.2.1 for any loss of revenue, loss of profit, loss of contract, business interruption or for any indirect or consequential loss arising under or in connection with the provision of Services to you, howsoever it is caused, even if it could have reasonably been foreseen, and whether it is caused by our negligence or breach of contract or not; and
  - 10.2.2 for any loss arising directly, or indirectly, from the actions or omissions of an appointed water and sewerage undertaker in discharging their statutory obligations;
  - 10.2.3 for lack of, or defective quality of, water; or
  - 10.2.4 for any other loss or damage.
- 10.3 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
- 10.4 Subject to clause 10.3 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.
- 10.5 This clause 10 continues to apply following termination of the Agreement.

## **11 Access to Your Premises**

- 11.1 We (or any Wholesale Supplier) may require access to the Property in relation to the provision of the Services or in relation to the metering equipment. 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 allow us (or any Wholesale Supplier) with such access required.
- 11.2 You shall allow a Regulator (or any other network operator) access to your premises and you acknowledge that in an emergency you may be required to stop using water or disposing of waste.

## **12 Moving or Leaving**

- 12.1 If you are moving from a property to another property or are leaving a property, and you have a single supply point supplied by us, you may end our Agreement with you for that property by letting us know in writing at least 14 days before you move. If you do not do so, our Agreement with you will continue in force for the property, and you will continue to be liable for our Charges until the

date falling 14 days after either (i) you let us know in writing that you have left the property; or (ii) we become aware that another person has taken a supply at that property, whichever is earlier.

- 12.2 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.
- 12.3 The Agreement and any dispute or claim arising out of or in connection with it or 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. Castle Water and the Customer are taken to have prorogated to the non-exclusive Jurisdiction of Glasgow Sheriff Court and the Court of Session.

### **13 Data Protection**

- 13.1 It is acknowledged that in connection with the provision of the services, we shall be entitled to keep and process the Protected Data,
- 13.2 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.
- 13.3 We shall process Protected Data in compliance with:
- 3.3.1 the obligations of Data Processors under Data Protection Laws in respect of the performance of its obligations under this Agreement;
  - 13.3.2 the terms of this Agreement; and
  - 13.3.3 the provision of our privacy notice available at [castlewater.co.uk](http://castlewater.co.uk).

### **14 Governing Law**

The Agreement and any dispute or claim arising out of or in connection with it or 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.

### **15 Defined Terms**

The following words and expressions have the following meanings in the Agreement:

Agreement	the Agreement between the Customer and Castle Water for the provision of the Services constituted by the Commercial Terms and these Terms and Conditions and any other document in writing agreed between the parties that expressly states that it is to form part of the Agreement;
Applicable Margin	The margin charged by Castle Water to the Customer as set out in the quotation provided by Castle Water to the Customer

	or any other terms and conditions document accepted by the Customer prior to the Effective Date;
Business Day	any day (other than a Saturday or Sunday) on which banks are open in London and Edinburgh for normal banking business;
Charges	the charges due by the Customer to Castle Water in consideration for Castle Water providing the Services to the Customer, as detailed these Terms and Conditions;
CMOS	the Central Market Operating System;
Complaints Manager	The group complaints manager of Castle Water
Data Controller, Personal Data, Processor and processing	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);
Data Protection Laws	any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including: <ul style="list-style-type: none"> <li>(a) the General Data Protection Regulations;</li> <li>(b) the Data Protection Act 2018;</li> <li>(c) any laws which implement any such laws;</li> <li>(d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and</li> <li>(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);</li> </ul>
Effective Date	the date on which the Supply Point at which the Services are supplied is transferred to Castle Water on CMOS;
Market Arrangements Code	The code of that name designated by the Regulator from time to time;
Ofwat	the Water Services Regulation Authority;
Property	any premises at which Services are provided by Castle Water to you;
Protected Data	Has the meaning given in the Data Protection Laws;



Regulator	Regulator Ofwat;
Scheme of Charges	the scheme of charges for the provision of water and sewerage services and meter and other related services for the area in which a Property is located which apply from time to time;
Services	the supply of water and sewerage services and meter services to, or the removal of any associated waste including surface water and trade from any Properties that you own, lease or otherwise occupy and / or the provision of any services in respect of new connections to any Property;
Supply Point	a supply point registered identified on CMOS in respect of a Property;
Terms and Conditions	these terms and conditions;
Transfer Date	the date on which the relevant supply points for the Properties are effectively transferred to us on CMOS;
Unplanned Event	Any of the following: <ul style="list-style-type: none"> <li>(a) breakdown, blockage, defect, fault or failure of plant equipment, apparatus, pipes, structures, or facilities forming part of a Wholesale Supplier's network;</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>
Wholesale Charges	the amount charged by a Wholesale Supplier to Castle Water;
Wholesale Charges Cap	the maximum amount able to be charged by a Wholesale Supplier to Castle Water;
Wholesale Contract	The contract between us and a Wholesale Supplier;
Wholesale Retail Code	The code of that name issued by the Regulator under sections 66DA and 117F of the Water Industry Act 1991; and
Wholesale Supplier	any wholesale supplier of water and wastewater services in respect of the Properties.