

1 Definitions

- 1.1 "Agreement" means this Agreement entered into between the Customer and BBW.
- 1.2 "Blue Business Water or BBW" means Blue Business Water Ltd.
- 1.3 "Customer" means the person, sole trader, partnership, legal entity, professional, company, or association, who has agreed to enter into this Agreement.
- 1.4 "Customer Equipment" means any equipment, either the property of the Customer or rented by the Customer from a third party, connected to the Scottish Water Network and used by the Customer to use the Service.
- 1.5 "Default Tariff" means the Tariff that is used in the event that the rate schedule is not applicable.
- 1.6 "Eligible property" is a property connected to the public water supply system which is not dwellings as defined by Part II of the Local Government Finance Act 1992. Properties with a residential part may be considered under this Act as long as the residential area is less than 50% of the property.
- 1.7 "Initial Fixed Supply Period" means the minimum period during which Service is provided as agreed between the Customer and BBW, which shall commence on the day that Service is first provided.
- 1.8 "Network Operator" means Scottish Water and their agents.
- 1.9 "Rate Schedule" means the schedule of charges agreed and amended from time to time in respect of the Usage Charges.
- 1.10 "Service" relates to the supply of water and sewerage removal (waste water, property drainage, roads drainage, and if applicable trade effluent) and meter services, to an eligible property that the Customer occupies.
- 1.11 "Site" means the location at which the Customer receives the Service.
- 1.12 "Subsequent Supply Period" means any period during which Service is provided, subsequent to the Initial Fixed Supply Period, as agreed between the Customer and BBW.
- 1.13 "Supply Period" means either the Initial Fixed Supply Period or the Subsequent Supply Period, during which Service is provided.
- 1.14 "Supply Point" means the point registered to BBW where the Service shall be made available to the Customer under this Agreement.
- 1.15 "The Legislation" includes the market code, the operational code, the Scottish Water Act 2008, the Disconnections document and Scottish Law.
- 1.16 "Usage Charges" means the charges made by BBW to the Customer for the provision and use of the Service.
- 1.17 "Water Network" means the distribution network through which Service is provided pursuant to this Agreement.

2 Service

- 2.1 BBW will provide Service to the Customer subject to the terms of this Agreement. BBW, or its principals, may at any time without notice vary the Service for technical, operational or other reasons within their entire discretion.
- 2.2 BBW will use reasonable endeavours to provide a continuous high quality Service in accordance with the terms and conditions set out here.
- 2.3 BBW reserves the right not to provide Service where Service cannot be reasonably provided due to any geographic, practical, regulatory or technical issues arising.

3 Charges & Payment

- 3.1 BBW will make Usage Charges for the use of the Service in accordance with its Rate Schedule which may be varied upon giving ten day notice, but subject to the Customer's right to terminate referred to clause 9.1(e).
- 3.2 The Customer agrees to pay invoices by Direct Debit. Failure to do so will result in the Default Tariff being used to calculate usage charges. The Rate Schedule is conditional upon payment by Direct Debit.
- 3.3 If invoices are not paid by Direct Debit, any collection costs incurred by BBW, including administration charges will be charged to the Customer.
- 3.4 Interest will be charged on unpaid invoices from the due date until payment at a rate of 1.5 per cent per month or part thereof.
- 3.5 Value Added Tax or any other levy or tax, will be added to all applicable sums due to BBW, at the rate prevailing. VAT will be charged at the standard rate unless BBW receives a Declaration from the Customer that the service should be "zero rated" as defined by HMRC. Information on how we calculate VAT is available on www.bluebusinesswater.com
- 3.6 The Customer shall not be entitled to delay or withhold payment. If the Customer disputes an invoice or statement they must contact BBW immediately, who will resolve the issue within 14 days.
- 3.7 The Customer agrees that BBW may make credit status enquiries. Subject to credit status, BBW may require a non-interest bearing deposit or pre-payment, BBW may set limits on the amount of specific or all charges that the Customer may incur during a period. This limit is entirely at BBW's discretion.
- 3.8 The Customer agrees to reimburse and indemnify BBW for all expenses, including all legal and professional fees, incurred as a result of the Customer's failure to comply with clause 3.3. The Customer will pay all reasonable costs arising from work to the Service.
- 3.9 Usage and Service Charges shall be pre-paid and invoiced one month in advance and in accordance with clause 5, Measurement. Usage Charges may relate back to months prior to the previous month.
- 3.10 In the event that the Customer fails to provide BBW with at least 30 days' notice of any change in personal details of the Customer including: change of address, consent for trade effluent changes, adjustment in Rateable Value due to changes in the property, and property eligibility changes amongst others in accordance with clause 4.1.6, then the Customer shall pay all Usage Charges in respect of the Service until 30 days after notice of any such change has been given by the Customer.

4 Customer Obligations

- 4.1 The Customer agrees and undertakes:
- 4.1.1 To comply with all regulatory conditions and other Laws, Licences, Conditions, Directions, Codes, Regulations and Trade Effluent Consents relevant to the provision or use of the Service, as amended from time to time;
- 4.1.2 To remain responsible for all pipes and apparatus installed for the supply of water that are situated on the Customer's side of the meter and shall ensure that these are maintained in good working order at all times by a qualified plumber or engineer;
- 4.1.3 To use only Customer Equipment that is in good working order, is maintained by a competent maintainer, is compatible with the Service, and complies with all relevant technical standards, legislation and regulation relating to its use;
- 4.1.4 To permit Scottish Water (at Scottish Water's expense) to install, operate, renew and maintain any pipes, meters or any other apparatus to transport measure and control water ("Equipment") all of which shall remain in the ownership of Scottish Water. The Customer is responsible for ensuring that the Equipment is not damaged or mistreated. The Customer gives BBW permission to organise this on their behalf;
- 4.1.5 If the Customer acts as a water reseller they must comply with the Water Resale Order 2001;
- 4.1.6 To pay for all Service provided by BBW within the time limits and in the manner set out herein and to be responsible for the usage of the Service, whether authorised by the Customer or not (and the Customer agrees that BBW is not obligated to monitor the level of water or sewerage usage and/or report unusual usage patterns);
- 4.1.7 To notify BBW, giving at least 30 days' notice, of any changes in personal details of the Customer including change of address; consent for trade effluent changes, adjustment in Rateable Value due to changes in the property, and property eligibility changes;
- 4.1.8 At the Customer's expense, to terminate any existing contracts (with alternative suppliers) which provide the Customer with services similar to the Service pursuant to the Supply Point;
- 4.1.9 That in the event that the Equipment becomes damaged by the Customer, or by any person on the Customer's premises (save for employees and agents of BBW), or becomes damaged due to the use of unapproved equipment, to pay BBW for any remedial work undertaken at such rate as is reasonable in all circumstances;
- 4.1.10 To report with sufficient detail any fault which affects the Service to BBW as soon as reasonably practical after detecting the same, or in an emergency immediately to Scottish Water;
- 4.1.11 To allow BBW or its duly appointed agents access to the Customer's premises for the purposes of installation, maintenance, disconnection, inspection, meter reading or testing.

5 Measurement

- 5.1 The reading shown on the meter shall be prima facie evidence of the volume of water consumed under this Agreement, unless that meter is found to be registering falsely to a degree which exceeds that permitted by regulations.
- 5.2 Where the meter reading is unavailable, estimates (based on historic consumption market data as provided by CMA) will be used to raise invoices.
- 5.3 Waste water shall be assumed to be 95% of the water metered into the property unless proven otherwise and amended by Scottish Water.
- 5.4 The Customer may at any time by giving reasonable notice in writing request BBW to verify the meter readings for accuracy. If verification shows that the meter is accurate, the costs of such verification shall be borne by the Customer. Where the meter has been found to register inaccurately, then a suitable adjustment shall be made in the accounts rendered by BBW since the penultimate date on which the meter was read (otherwise than in connection with the examination) and the amount of money due from or to BBW shall be paid on demand except in the case where it is proved to have begun to register inaccurately as described on some later date.
- 5.5 Property and Roads drainage shall be measured on the Rateable Value of the property, more information of which can be found at <http://www.saa.gov.uk>. Should there be no meter at the property, the entire bill will be measured using the Rateable Value or assessed usage as per Industry regulations.
- 5.6 If a data logger is installed the customer must tell us immediately and you accept all charges and liability for the meter that may result from damage incurred during the installation.
- 5.7 The meter remains the property and responsibility of Scottish Water throughout the time the meter is installed.

6 Faults and Emergencies

- 6.1 Where the Customer believes that there is, has been or is likely to be a leak, burst pipe, flooding or other emergency that affects their Service or believes that the Equipment may be damaged then the Customer must immediately notify Scottish Water on 0345 600 8855. The Customer shall undertake not to use the Service in any way that is likely to create any risk to the health and safety of any person or risk of damage to any property, or in any way that could interfere with the efficient supply of the Service to other consumers.
- 6.2 Emergency services will be provided by or on behalf of BBW. In an emergency BBW or Scottish Water may require the Customer to stop using water or disposing associated water.
- 6.3 If a fault is caused by the Customer Equipment, by breach of this Agreement by the Customer, or by the Customer's negligence, or if a fault occurs on the Customer's premises or land, then BBW may recover all reasonable costs incurred from the Customer.

7 Suspension of Service – Temporary disconnections

7.1 BBW shall be entitled to suspend Service in order to maintain, repair or improve the Water Network or if obliged to do so by virtue of any direction or request from any Government Department, Emergency Service, Regulatory or Administrative Authority or by its principals, or if BBW reasonably believes that the Service is being misused in any way, or for any other reason whatsoever. For the avoidance of doubt, BBW shall not be liable to the Customer for any losses that are incurred by the Customer as a result of such suspension.

7.2 If the Customer fails to comply with any of its obligations and such failure remains un-remedied for 7 days after written notice has been given by BBW, or any invoice remains unpaid for more than 14 days after its due date, BBW shall be entitled to begin the procedure in accordance with the disconnections document to suspend the Service forthwith until such time as the failure is remedied, without prejudice to any other rights or remedies that BBW may have.

7.3 Any suspension of Service for any reason whatsoever will not affect the Customer's obligation to pay for the Service during the period of suspension or thereafter, and will not affect BBW's rights to charge a termination fee.

7.4 The Customer agrees to pay administration fees based on BBW's costs for each suspension applied in accordance with clause 7.3.

7.5 BBW will use reasonable endeavours to give the Customer notice of such suspension as reasonably practicable.

7.6 BBW may suspend Service in circumstances where it could terminate this Agreement or when the Customer has failed to pay any amount due or it reasonably believes that the Customer will fail to pay any amount due or to become due and any such suspension will be without prejudice to the right to terminate.

8 Liability

8.1 Neither party's liability in respect of death or personal injury caused by or arising from that party's negligence is affected by anything in this Agreement.

8.2 Unless warranties, representations, agreements, terms or conditions, either express or implied, including as to merchantability and fitness for purpose, are expressly set out in this Agreement, then such warranties etc. are expressly excluded.

8.3 Neither party shall be liable to the other for any consequential losses arising from or in connection with the Agreement.

8.4 The Customer accepts that they have responsibility for the water and waste water pipework in, on or under the property at which the supply point is located. This includes but is not limited to loss of water, damage of the meter by frost, or flooding of water or waste water due to the condition of that pipework. The Customer accepts that if they ask us to visit their premises unnecessarily they will be liable for the charges.

8.5 BBW is bound by the Legislation, copies of which are available on Water Industry Commission for Scotland's website, our regulator.

8.6 Any act or failure by Scottish Water that results in loss or damage to the Customer that results in compensation is limited to the amount that is recovered from Scottish Water.

9 Termination

9.1 This Agreement will remain in force –

(a) for the Initial Fixed Supply Period or any Subsequent Supply Period and will continue thereafter until terminated by the Customer giving to BBW not less than 3 months written notice, to expire at the end of the Initial Fixed Supply Period or any subsequent Supply Period and the Customer arranging for Service to be transferred to another supplier within 30 days following the end of the Supply Period. Each subsequent Supply Period will be for the duration of one year following on directly from the previous Supply Period,

(b) the Customer may terminate the Agreement by giving no less than 20 days' notice at any time and paying the early termination fee as set out in clause 9.2 prior transferring supplier or

(c) until the Customer has committed a material breach of this Agreement (including but not limited to none payment of any invoices by Direct Debit within 14 days of the invoice being raised, and none compliance with this Agreement due to ceasing to be responsible for the Service, e.g. when closing, or moving the premises of, the business) or,

(d) until the Customer has a Receiver, Administrative Receiver, Liquidator or Supervisor of a Voluntary Arrangement appointed over it, or over any part of its undertaking or assets or a resolution is passed for its Winding Up, Sequestration, or if an Administration Order is made, or if it enters into a Voluntary Arrangement with its Creditors, or ceases or threatens to cease to carry on business.

(e) Until the Rate Schedule increased by more than 10%, in any calendar year.

9.2 In the event of the Agreement being terminated pursuant to clause

9.1(b), 9.1(c) or 9.1(d) above then the Customer shall pay to BBW a sum equal to the total amount that would have been payable in respect of the monthly Standing Charges of the Service for the remaining period of the Supply Period, plus the Default Tariff minus the Rate Schedule for all services already provided during the Agreement. The Customer agrees that the aforementioned represents a fair and reasonable estimate of the losses, costs, and expenses, which BBW would suffer in the event of the Agreement being terminated pursuant to clause 9.1(b), 9.1(c) or 9.1(d).

9.3 The Customer will be solely responsible for finding a new provider of the Service after termination and all charges associated with this. If a customer chooses to continue to receive the Service after termination they will be charged for the Service according to the Default Tariff.

9.4 The customer may end this Agreement prior to transfer during the initial cooling off period (where applicable) with no penalty; however once the transfer order has been placed the Customer will be charged as per clause 9.2.

10 Disconnections and Reconnections

10.1 Temporary disconnection can occur in the following circumstances: the Customer does not pay an amount due, including a refundable deposit after receipt of a disconnection warning notice; the Customer does not keep to Scottish Water byelaws or consents where trade effluent is the Service concerned, the Customer refuses to allow access to a meter, or upon Customer request for refurbishment or other purposes.

10.2 Permanent disconnection can occur if the Customer illegally uses water or sewerage services, upon Customer request if the property is being demolished or other purposes, or a temporary disconnection has continued for over three months.

10.3 Reconnection will occur when all reasons for disconnection have been fully resolved.

10.4 There may be a reconnection fee which must be paid before a reconnection will be made.

10.5 Permanent disconnection may only be reconnected by applying for a new connection to the network.

10.6 Any disconnections that incur reasonable costs during the disconnection process will be invoiced to the customer in the normal manner. The Customer agrees that the aforementioned represents a fair and reasonable estimate of the losses, costs, and expenses, which BBW would suffer in the event of a disconnection.

11 Fair Usage Policy

11.1 BBW operates a fair usage policy. If the Customer exceeds their volumetric capacity for their meter size, or if BBW believes that the Customer's use of the Service is adversely affecting the network (or any part of it) or other users, then BBW may either regulate the Customer's usage or suspend the Service (at its sole discretion). The Customer may also be required to pay to increase their meter size, and hereby accepts any associated charges for this work to take place.

12 General

12.1 The Customer may not assign or transfer this Agreement or any rights hereunder to any third party, without the prior written consent of BBW. BBW may assign or transfer this Agreement or any rights hereunder without consent of the customer.

12.2 The remaining parts of this Agreement shall remain in full force in the event that any part of this Agreement shall be invalid, illegal or unenforceable, as if the unenforceable part had been omitted from the original Agreement.

12.3 All the terms of this Agreement are set out herein. Neither party has relied upon any representations, assurances or other agreements unless set out herein.

12.4 BBW may change the terms and conditions of this agreement upon giving 14 days' notice.

12.5 If in the unlikely event you have a complaint about the service received, please refer to our website www.bluebusinesswater.com/contact to follow our internal complaints procedure.

12.6 No waiver by either party shall constitute any variation to this Agreement.

12.7 Singular words shall be construed as including words of the plural and vice versa.

12.8 Any notices given by the Customer under this Agreement shall be made in writing and sent by registered post. Any notices given by BBW under this Agreement shall be made in writing, and sent by post or email. In either event, the address for service shall be the address given overleaf for each party, unless changed; in which case, notice of change shall be given in accordance with the terms of this clause.

12.9 This Agreement shall be governed by and interpreted in accordance with the Laws of Scotland for supplying in Scotland to non-Household Customers. Both parties agree to keep to any permits, consents and the Scottish Water Byelaws.

12.10 All changes made under clause 3.1 and/or clause 12.4 will be advised either in writing or on BBW's website www.bluebusinesswater.com or any other website used by BBW as its principal website or any other website notified to the Customer to be used for this purpose.

12.11 Any unresolved dispute, which may arise under, out of or in connection or in relation to this Agreement, shall be referred to the exclusive jurisdiction of the Scottish courts.

13 Data Protection

13.1 BBW will use information they have about the Customer and their account to administer and manage the account. These uses include, but are not limited to, internal Market research, billing and providing up to date information on water, associated waste efficiency and safety issues.