

These **Conditions**, together with the other **Contract Documents**, set out the terms and conditions on which we will provide the **Services** to you in respect of the **Property** (being our 'agreement'). This Scheme will operate in circumstances where there is no other contractual agreement in place between you and Smarta Water. Certain words or phrases used in these **Conditions** are highlighted in bold and italics. This means that we have given those words or phrases specific meanings, which are set out in **Condition 11**.

1) The agreement

a) Our agreement is entered into between you and us on the Start Date.

b) Our agreement comprises of the **Contract Documents** listed below. In the event that there is any conflict or inconsistency between the terms of any of the **Contract Documents**, the **Contract Document** which appears earliest in the list below shall have precedence:

- i) these **Conditions**;
- ii) the **Deemed Contract Rates Schedule**; and
- iii) the **Default Standards**.

c) You acknowledge that we are entitled to amend the terms of any of the **Contract Documents** at any time on providing notice to **you**. Our notice to **you** will specify the effective date of the relevant amendment(s), and **you** will be deemed to have accepted any such amendment(s) if **you** continue to receive the **Services** after that date.

d) As well as **your** responsibilities under these **Conditions**, you agree that **you** will keep to any laws, permits and consents which apply to **you** in relation to the **Services**, including but not limited to, any consent needed for trade effluent, **Water Regulations** and, in relation to any meter or metering equipment at the Property.

e) **You** accept that **you** have responsibility for the water and waste water pipework in, on or under any **Property**, including responsibility for any loss of water or for any water or waste water flooding arising from the condition of that pipework. **You** will become the owner of and responsible for (including for risk of loss and risk of flooding), the water supplied to you at the **Connection point**. However, nothing in this condition will transfer any risk we or **Water Undertakers** have under any duty placed on us or on **Water Undertakers** by any law.

f) You agree to let us know about any change to any **Property**, or to how it is used, that would result in it no longer being an **Eligible Property**. You also agree that you will let us know about any reassessment (including the date that reassessment applied from) of the rateable value of any **Property** resulting from any change of use, extension or addition to that **Property**.

g) These terms and conditions apply from the **Start Date**. They then continue unless our agreement with you ends in line with **condition 7**.

h) In providing the **Services** to you, we must keep to the **Directions** and, where relevant, the **Disconnections document** and the **Codes**.

i) A separate **Agreement** will commence for each distinct Property for which you are responsible for under **Section 144**.

2) Our Charges

a) **You** will find our charges, and the basis on which we work out our charges, in our **Deemed Contract Rates Schedule**.

b) We will provide you with no less than fourteen (14) days' written notice before implementing any change to tariff or charges under these deemed terms. This notice period will apply to all affected customers and will be provided by letter, email, or other written communication.

c) As well as our charges, we may also recover our reasonable costs if you fail to keep to **your** responsibilities under these Conditions. These may include, but are not limited to, costs in connection with:

- i) recovering unpaid charges;
- ii) going to a **Property** because you have not abided to these **Conditions**;
- iii) you failing to keep an agreed appointment at a **Property**;
- iv) you failing to allow access to a **Property** under **condition 5e**; or
- v) any unauthorised removal of, obstruction of, damage to, or tampering with a meter or metering equipment or in connection with fitting a device to a meter or metering equipment.

d) All our charges will also have UK tax or duty charged on them, including VAT at the current rate, where applicable.

e) We may offer **you Services** on top of those for which charges are set out in our **Deemed Contract Rates Schedule**. If we do, we will explain our charges for those **Services**. We may bill **you** for those **Services** separately, or along with your bills for water or sewerage **Services** or trade effluent **Services**.

3) Payment

a) **You** agree to pay us for the **Services** and to pay any other charges properly due in connection with these **Conditions**.

b) We can send you a bill or adjust any bill we have already sent you if:

- i) **you** let us know about any reassessment of the rateable value of a **Property** resulting from any change of use, extension or addition to that **Property**;
- ii) **we** become aware of any reassessment;
- iii) **we** become aware that **you** own, lease or otherwise use a **Property** for which you have not paid charges for **Services** which we have supplied to that **Property**; or
- iv) **we** become aware of a change of any other data item which affects the aggregate charges a **Water Undertaker** charges to Smarta Water in relation to the **Services** including but not limited to:
 - (1) Drainage Surface Area
 - (2) Meter Information and Data
 - (3) Maximum Daily Demand
 - (4) Assessed Volumes
 - (5) Trade Effluent Quality

c) We can additionally adjust the bill back to any date permitted by the terms of our **Water and Sewerage Supply Licence**.

d) All bills must be paid within 14 days of the date of the invoice.

e) If you fail to pay any charges within thirty (30) days of the invoice date, we may apply a late payment interest charge of five percent (5%) of the overdue amount, calculated on the previous month's invoice total, and applied to your next bill. This is without prejudice to our statutory rights to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998, which may allow a higher rate in certain circumstances.

f) Where an overdue account is referred to our appointed legal representatives (including BW Legal) for recovery action, we may also apply a legal cost recovery charge of four percent (4%) of the outstanding invoice total. This charge will be applied to your next bill in addition to any applicable late payment interest.

g) The following conditions will apply to bills we send **you**:

- i) If a **Property** is metered **your** bills for water and waste water **Services** will be based on meter readings or estimated meter readings. **We** normally send bills out every month, every three months or every year;
- ii) Any bills for trade effluent **Services** will take account of the nature of the effluent discharged and will be made up of:
 - (1) an availability charge; and,
 - (2) an operational charge based on meter readings or estimated meter readings. **We** normally send out bills in advance, every month, every three months or every year.
- iii) If **we** install an extra metering device on the meter at a **Property** and this is activated for billing purposes, bills for water, waste water and trade effluent **Services** may be based on automated meter readings. However, **we** can carry out a yearly check based on a manual reading. **We** will normally send out bills every month, every three months or every year;
- iv) If a **Property** does not have a meter, **your** bill for water and waste water **Services** will be based on the **Property's** rateable value or assessed usage and **we** will normally send this out once a year;
- v) If one meter serves a **Property** and also serves other properties, either your landlord (if you have one) or **we** will arrange for **you** to be billed for water and waste water **Services**;
- vi) **We** normally charge for **Property** drainage and roads drainage as often as we charge for **your** water and waste water **Services** and these charges will normally be based on the **Property's** rateable value.

h) Unless **we** have agreed otherwise, **you** must pay **your** bill in full as soon as **we** send **you** the bill (and, in any event, within 10 Business Days). If you disagree with part of a bill, **you** must still pay us the amount for the **supply points** you do agree within 10 Business Days.

i) If **you** do not pay your bill (or any undisputed part of it) by the due date, the late payment provisions set out in clause 3e and 3f will apply.

j) If **you** do not pay **your** bills as agreed, **we** will follow the procedures set out in the **Disconnections document**.

j) **We** will be entitled, every month or over longer periods, to change the amount **you** owe to reflect the value of the amounts we have billed **you** for under **conditions 3e, 3h and 3i**. **We** do not have to give **you** notice to do this and the change will take place immediately. If **your** bank fails to honour a payment because **you** do not have enough money in **your** account, **we** may change the payment arrangements immediately. **You** will then be legally responsible for paying all water and sewerage **Services** supplied in line with the new payment arrangements, together with all other costs **we** have to pay in connection with the new arrangements.

k) If **we** supply you with both water and sewerage **Services** and our agreement with **you** ends for either of them, **you** will pay the relevant price for the supply which still continues.

l) If **we** supply **you** with both water and sewerage **Services** and **you** make a payment but do not tell us that it relates to particular charges, and that payment is not enough to cover all charges due, we will use your payment in the following order:

- i) to pay water or sewerage charges which are still due 90 days or more after being billed for them (paying the oldest debt first);
- ii) **we** then use any amount equally between water and sewerage charges until the charges for either are fully paid; and
- iii) if there is any amount left over, **we** use it to pay any charges which are still owed.

4) Refundable Deposit

a) At any time, **we** may ask **you** to pay a refundable deposit for persistent failure to pay on time as per **3e** or if **your** credit rating drops below our credit threshold. 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. If you do not pay a refundable deposit when we ask, we may disconnect your supply.

b) **We** will hold, and repay, any refundable deposit in the way explained in our request to **you**. However, **we** can use **your** refundable deposit, including any interest, to pay charges **you** owe under our agreement with **you**.

5) Meters, Access and Providing Information and Help

a) If a **Property** is metered, we may ask **you** to give us meter readings. If **you** agree to do so, and then fail to provide a meter reading when **we** ask, **you** will allow us (or one of our agents) to take a meter reading.

b) You agree to **us** making any arrangements needed on your behalf in connection with the **Services**, including (but not limited to) installing, maintaining, testing, repairing, replacing, removing, disconnecting and reconnecting meters and metering equipment. If **we** need the permission of someone else (for example, if you are a tenant under a lease, permission from the landlord) so **we** can carry out any work in connection with the **Services**, **you** must get that permission (and pay any costs involved). If **we** ask, you must show us proof that **you** have this permission.

c) Unless **we** agree otherwise in writing, the meter and metering equipment will be provided by and remain the **Property** of **Water Undertakers** and/or **us** and **you** must not remove the meter or the metering equipment. **You** must take reasonable care to keep the meter and metering equipment free from obstruction or damage and interference. Unauthorised tampering with a meter is an offence under **Water Regulations**. If **you** fit any device to a meter or metering equipment, including a data logger, **you** must give **us** details of that device.

d) If damage to a meter or metering equipment is caused by frost, or by any device you have fitted to the meter or metering equipment, or by anyone other than **us** or **Water Undertakers** or **our** or their employees or agents, **we** may recover from **you** any loss of charges **we** suffer as a result of that damage. For this purpose, **we** will assess the amount of charges lost during the period of damage by referring to the most recent average daily use at the **Supply point** before the meter stopped recording usage accurately.

e) At all reasonable times, **you** must allow **us**, **Water Undertakers** and our and their employees or agents, safe and unobstructed access (by vehicle in appropriate cases) to any **Property** covered by **our** agreement with **you**, and to the meter, metering equipment and associated pipework to:

- i)** do anything in connection with a meter, metering equipment and associated pipework, including reading, inspecting, testing, repairing, exchanging, installing, disconnecting, removing or reconnecting a meter, metering equipment or associated pipework;
 - ii)** disconnect your supply;
 - iii)** disconnect the supply of another customer with whom you share that supply;
 - iv)** get back the meter or other equipment **we** or **Water Undertakers** own (if **you** stop receiving a supply from **us**);
 - v)** inspect or test a meter or connection not owned or provided by or for **us** or **Water Undertakers**;
 - vi)** allow **us** to keep to the **Disconnections document**, the **Codes** and the **Directions**;
 - vii)** sample water quality; or
 - viii)** sample or monitor trade effluent.
- ix)** **We** can have access at any time if there is danger to life, health or **Property** in connection with the supply; or **we** need access by law.

f) **We** are not responsible for:

- i)** any faults in a meter or metering equipment which **we**, or **Water Undertakers** do not own or have not provided, or for any resulting loss, cost, damage or injury;
- ii)** any faults in a meter or metering equipment resulting from **you** fitting any device to or tampering with that meter or metering equipment;
- iii)** any loss, cost, damage or injury resulting from **you** fitting any device to or tampering with a meter or metering equipment; or
- iv)** any loss, cost, damage or injury resulting from installing a meter or metering equipment, unless the meter or metering equipment is installed by **us** or our employees or agents.

g) So that **we** can keep to the **Disconnections document**, the **Codes** and the **Directions** or so **we** can carry out our responsibilities under these terms and conditions, **our Deemed Contract Rates Schedule** and **Service standards**, **we** may require **you** to give us information or other help. **You** agree that you will do all you reasonably can to give **us** this information or help within the timescales we ask.

6) disconnections and reconnections

a) **We** can temporarily disconnect **your** supply of water **Services** to a **Property**, but only in line with the **Disconnections document**, if:

- i)** **you** do not pay an amount properly due for water **Services** (we must issue you with a **Disconnection warning notice**);
- ii)** **you** do not allow **us** access to a water meter (**we** must issue you with a **Disconnection warning notice**);
- iii)** **you** refuse to provide a refundable deposit (**we** must issue you with a **Disconnection warning notice**);
- iv)** **you** do not keep to **Water Regulations**; or
- v)** **you** ask **us** to disconnect your supply on a temporary basis, for example if the **Property** is being refurbished. If we do disconnect your supply temporarily, you must pay the appropriate disconnection charge.

b) **We** can temporarily disconnect your supply of trade effluent **Services**, if you have one, at a **Property** only in line with the **Disconnections document** if:

- i)** **you** do not pay an amount properly due for sewerage **Services** (we must issue you with a **Disconnection warning notice**);
- ii)** **you** refuse to provide a refundable deposit (we must issue you with a **Disconnection warning notice**);
- iii)** **you** do not keep to any consent needed for trade effluent;
- iv)** **you** do not keep to **Water Regulations**; or
- v)** **you** ask **us** to disconnect your supply on a temporary basis, for example if the **Property** is being refurbished. If we do temporarily disconnect your supply of trade effluent **Services**, you must pay the appropriate disconnection charge.

c) We can permanently disconnect your supply to a **Property**, only in line with the **Disconnections document** if:

i) you illegally use water or sewerage **Services** (if the illegal use is of water services we will disconnect your supply of water services, and if the illegal use is of sewerage services we will disconnect your supply of trade effluent **Services** (if you have one));

ii) **you** ask us to disconnect you on a permanent basis, for example, if the **Property** is being demolished; or

iii) **we** have disconnected you on a temporary basis (whether your water or trade effluent **Services**) for three months or more, in which case the disconnection automatically becomes permanent. If **we** permanently disconnect a **Property**, our agreement with you for that **Property** will end at the date of disconnection, apart from charges and responsibilities due at that time, including the appropriate disconnection charge.

d) If **we** have disconnected **your** supply of water **Services** to a **Property** or, if they apply, trade effluent **Services**:

- i)** on a temporary basis due to non-payment, denying access to a water meter or failure to provide a refundable deposit, and you ask us to reconnect your supply, we will do so as long as the situation leading to disconnection has been dealt with and you have paid the appropriate reconnection fee;
- ii)** on a temporary basis for not keeping to **Water Regulations** or any consent needed for trade effluent, and you ask us to arrange for your supply to be reconnected, we will do so as long as the **Water Undertaker** is satisfied that the problem has been sorted out and **you** have paid the appropriate reconnection fee;
- iii)** on a temporary basis after **you** asked us to disconnect **your** supply, and **you** ask us to arrange for **your** supply to be reconnected, **we** will do so as long as **you** have paid the appropriate reconnection fee; or
- iv)** on a permanent basis, **you** must apply for a new connection to the water or sewerage network.

7) Ending our agreement with you or changing or leaving a property we supply

a) Except as set out in **condition 6c**, our agreement with **you** can be ended, or any **Property** supplied changed, only in line with this **condition 7**.

b) Customers supplied under these deemed terms are required to provide a minimum of twelve (12) months' written notice to terminate their agreement with Smarta Water Ltd. This notice period will commence from the date written notice is received by Smarta Water Ltd and will apply to all properties supplied under these terms.

Note: This provision is subject to, and will be applied in accordance with, the relevant provisions of the Market Codes governing customer transfer and termination rights.

c) Subject to clause 7b, the agreement will end on the earlier of:

- i)** the registration of the transfer of the supply to a **Property** to another retailer on CMOS; or
- ii)** the agreement of alternative contract terms between you and Smarta Water relative to a **Property**;
- iii)** the date you have moved out of the **Property**; or
- iv)** the deregistration of a **supply point** registered to Smarta Water on CMOS.

You may request to move to other contractual terms with Smarta Water or to switch to another provider of water and/or sewerage services, subject to meeting the notice period set out in clause 7b and subject always to the provisions of the **Market Codes** in relation to the rights of Smarta Water to cancel or object to a transfer where permitted.

d) If **you** are moving from a **Property** to another **Property** or are leaving a **Property**, **you** may end our agreement with **you** for that **Property** by letting **us** know in writing at least 20 days before **you** move. If **you** do not do so, **our** agreement with **you** will continue in force for that **Property**, and **you** will continue to be legally responsible for **our** charges, until:

- i)** **you** let **us** know in writing that **you** have left that **Property**; or,
- ii)** **we** become aware that another person has taken a supply at that **Property**, whichever is earlier.

e) If **you** do not give **us** an accurate final meter reading, **you** may be legally responsible for the difference between the meter reading upon which we based the final bill, or the final estimated bill, and the next meter reading.

f) If **we** disconnect **your** supply permanently in line with **condition 6c**, our agreement with **you** will end on the date of disconnection.

g) If **our** agreement with **you** ends for any reason, neither of **us** will lose any rights which **we** have already gained, and **we** will no longer have to provide **Services** to **you**.

h) If **you** take out any other services from **us**, the payment for which is added as a monthly charge onto your **Services** bill, then at the point of termination for any reason all monies due under

that contract will immediately become payable in addition to any termination fee applicable.

8) Our responsibility for loss or damage

a) **We** guarantee standards as set out in our **Service** standards. If **we** fail to meet those standards, **we** will pay **you** compensation in line with our **Service standards**.

b) Except as set out in our **Service standards**, we will not be legally responsible to **you**, as a result of not keeping to **our** agreement with **you**, for:

- i)** any loss of revenue, loss of profit, loss of contract, business interruption or any consequential or indirect loss, however it is caused, even if it could have reasonably been foreseen, and whether it is caused by **our** negligence or not; and **our** negligence or deliberate misconduct or that of any person for whose acts **we** are responsible.
- ii)** any other loss or damage (including for lack of, or defective quality of, water);

c) Except in the case of if **you** suffer loss or damage in line with **condition 8bii** as a result of **our** negligence or deliberate misconduct (or that of any person for whose acts **we** are responsible), or if **condition 8b** does not apply, the most **we** will pay **you** will be £50,000 for each incident or series of related incidents.

d) Except as set out in our **Service standards**, if any act or failure to act by **Water Undertakers** causes any loss or damage to **you**, **we** will limit our liability to **you** (if any) to the amount (if any) that we are entitled to recover from **Water Undertakers**.

e) Nothing in our agreement with **you** will exclude or limit our legal responsibility for death or personal injury resulting from **our** negligence or that of any of our officers, employees or agents.

f) If **our** agreement with you ends, this **condition 8** will continue to apply.

9) Personal Data

a) **We** will each comply with all applicable requirements of the **Data Protection Legislation**. This **condition 9** is in addition to, and does not relieve, remove or replace, any obligations under the **Data Protection Legislation**.

b) The parties acknowledge that for the purposes of the **Data Protection Legislation**, you are the **Data Controller** and **we** are the **Data Processor** of your **Personal Data**.

c) Without prejudice to the generality of **condition 9(a)**, **you** will ensure that **you** have all necessary appropriate consents and notices in place to enable lawful transfer of the **Personal Data** to **us** for the duration and purposes of our agreement.

d) Without prejudice to the generality of **condition 9(a)**, we shall, in relation to any **Personal Data** processed in connection with our performance of our obligations under our agreement:

- i)** process that **Personal Data** only on your written instructions, unless we are required by **Applicable Laws** to otherwise process that **Personal Data**. Where we are relying on laws of a member of the European Union or European Union law as the basis for processing **Personal Data**, we shall promptly notify you of this before performing the processing required by the **Applicable Laws** unless those **Applicable Laws** prohibit us from so notifying **you**;
- ii)** ensure that **we** have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of **Personal Data** and against accidental loss or destruction of, or damage to, **Personal Data**, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting **Personal Data**, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to **Personal Data** can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by **us**);
- iii)** ensure that all personnel who have access to and/or process **Personal Data** are obliged to keep the **Personal Data** confidential; and
- iv)** not transfer any **Personal Data** outside of the European Economic Area unless your prior written consent has been obtained

and the following conditions are fulfilled:

- (1) **we** or **you** have provided appropriate safeguards in relation to the transfer;
- (2) the data subject has enforceable rights and effective legal remedies;
- (3) **we** comply with our obligations under the **Data Protection Legislation** by providing an adequate level of protection to any **Personal Data** that is transferred; and
- (4) **we** comply with reasonable instructions notified to it in advance by **you** with respect to the processing of the **Personal Data**;

v) assist **you**, at **your** cost, in responding to any request from a data subject and in ensuring compliance with **your** obligations under the **Data Protection Legislation** with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

vi) notify **you** without undue delay on becoming aware of a **Personal Data** breach;

vii) at your written direction, delete or return **Personal Data** and copies thereof to you on termination of our agreement unless required by **Applicable Law** to store the **Personal Data**; and,

viii) maintain complete and accurate records and information to demonstrate our compliance with this **condition 9**.

e) **We** shall only appoint a third party processor of **your Personal Data** with **your** express consent.

f) If **you** require any further information about how **we** collect, process and store your **Personal Data**, please see our privacy policy as set out on **our** website.

10) General

a) **You** may not legally transfer any of your rights or responsibilities under our agreement with **you** to another person without **our** written permission. **We** may transfer any of **our** rights or responsibilities to another supplier.

b) These **Conditions** and the **Contract Documents** reflect the entire agreement between us.

c) Save as set out in **condition 3j** or otherwise in these **Conditions**, no variation to **our** agreement shall be effective unless it is in writing and signed by **us** both (or **our** authorised representatives).

d) Nothing in our agreement is intended to, or shall be deemed to, establish any partnership or joint venture between us, constitute either of us as the agent of the other, or authorise either of us to make or enter into any commitments for or on behalf of the other.

e) Our agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

f) If, at any time, **we** do not insist that **you** keep to any part of our agreement with **you**, this will not prevent **us** from doing so in the future.

g) If any part of these terms and conditions cannot be enforced, it will not affect any of the other conditions.

h) **We** may serve any notice in connection with our agreement with **you** by leaving it at **your** last known address or place of business (in the case of a company, at its registered office) or at any **Property** covered by our agreement with **you**, in each case addressed to **you**, or by post addressed to **you** at any **Property** covered by our agreement with **you**, or by fax to **your** last known fax number or by email to your last known email address. **You** may serve any notice in connection with our agreement with you by leaving it at, or posting it to:

Smarta Water Limited, North House, Elland Road, Churwell, Leeds, LS27 7QZ

i) The law of England and Wales will apply to our agreement with **you** and any disputes may only be dealt with in the exclusive jurisdiction of the English Courts.

11) Words and phrases used in these terms and conditions;

Applicable Laws – (for so long as and to the extent that they apply to the us) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law.

Business Day – any day other than a Saturday or Sunday or a bank holiday under the Banking and Financial Dealings Act 1971.

Codes – the Market arrangements code and the Operational Code. **Conditions** – these deemed terms and conditions for the supply of water and waste water services to business customers in England

and Scotland.

Connection point – in relation to any Supply point, the point at which the private pipework supplying water for the Supply point connects to the public water supply system.

Contract Documents – the other contract documents detailing our Services that we may supply to you in addition to these Conditions, as referred to in condition 1(b).

Customer, you, your – any party liable to make payment to Smarta Water under section 144 of the Water Industry Act 1991 (“Section 144”) in respect of any non-household premises which is registered to Smarta Water on the central market operating system and where no other contract terms apply between Smarta Water and a customer in relation to those premises.

Data Controller – has the meaning as defined in the Data Protection Legislation.

Data Processor – has the meaning as defined in the Data Protection Legislation.

Data Protection Legislation – the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Deemed Contract Rates Schedule – the statement of tariff charges which we produce that sets out our charges and the way we work them out.

Default standards – the standards which water and sewerage service providers must meet as described in the Guaranteed Standards Scheme as published by Ofwat (the English water regulatory body) from time to time.

Directions – the Water Industry Act 1991, and the Ofwat published Water and Sewerage Supply Licence conditions.

Disconnections document – any document published by the English and Welsh water industry regulator setting out the allowed procedures for disconnecting a water supply for any legitimate reason given.

Disconnection warning notice – the notice that we have to send you in certain circumstances before we disconnect your supply. The form and content of this notice as set by the English and Welsh water regulator or the Scottish water regulator from time to time. Domestic UK Law - the UK Data Protection Legislation and any other law that applies in the UK.

Eligible Property – in terms of supplying water, means premises which are (or are to be) connected to the public water supply system; and in terms of providing sewerage or sewage disposal, means premises which are (or are to be) connected to the public sewerage system. These are premises which are principally used as non-household premises. Market arrangements code – the code named under the Water and Sewerage Supply Licence (WSSL) conditions which sets out the arrangements to establish a market operator.

MeterCo – any organisation which may be set up, whether by Water Undertakers or otherwise, to own, operate, lease, manage or maintain meters or metering equipment.

Ofwat – the organisation with that name set up by the English government. Its general role is to promote the interests of people whose premises are connected to the public water supply system or the public sewerage system, or both.

Operational Code – the Wholesale-Retail Code as defined by Ofwat. A statutory code which sets out the business terms, market terms and operational terms that will apply to all two-way arrangements between a wholesaler and a licensed retailer.

Property – any premises you own, lease or otherwise occupy. **Personal Data** - has the meaning as defined in the Data Protection Legislation.

Services – supplying water and sewerage (in other words, waste water, property drainage, roads drainage and, if they apply, trade effluent) services, meter services and other services which we, Smarta Water Limited, may provide to you.

Service standards – the document we issue from time to time

providing information about our Service standards.

Start date – the date the agreement commences, being either:

- i) the date when a premises is registered to Smarta Water on the central market operating system (“CMOS”) and where no other contract terms apply between Smarta Water and a customer in relation to those premises;
- ii) the date when any agreed contract in force between Smarta Water and a Customer in respect of a premises registered to Smarta Water on CMOS ceases to be in force; or

iii) the date when the Customer moved into the premises registered to Smarta Water on CMOS.

Supply point – in terms of water Services or sewerage Services, this is the Supply point for a Property which is registered to us for providing water Services or sewerage Services.

UK Data Protection Legislation – any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

Water Undertakers – the organisations granted licences to supply water and wastewater services to customers in England and Wales by maintaining the water and wastewater infrastructure. An up-to-date list of Water Undertakers can be found on Ofwat’s website. Also the organisation granted licences to supply water and wastewater services to customers in Scotland by the Water Industry Commission for Scotland (WICS).

We, us, our – Smarta Water Limited with company number 09896052, registered in England, and with our registered office at North House, Elland Road, Churwell, Leeds, LS27 7QZ.

Water and Sewerage Supply Licence – means our water and sewerage supply licence granted by Ofwat that enables us to provide our Services to you.

Water Supply (Fittings Regulations) 1999 (Water Regulations) – the byelaws in force from time to time and made by Water Undertakers under section 70 of the Water (Scotland) Act 1980 to prevent waste, undue consumption, misuse or contamination of water