

PART 1 - Definitions and Interpretations of Agreement;

(a) This contract is between Smarta Water Limited (SW) a company registered in England number 09896052 and the Customer named overleaf (the customer).

(b) The following words and expressions shall have the meaning set out and such definitions shall be used for the purpose of interpreting this Agreement. Definitions not contained in this clause will have the meaning set out in the clause they are stated in.

1991 Act – the Water Industry Act 1991 as amended by the 2014 Act

2002 Act – the Water Industry (Scotland) Act

2005 Act – the Water Services (Scotland) Act

2014 Act – the Water Act 2014

Agreement – this entire document including the front sheet signed by the customer, all/any appendix and all/any documents referred to within.

AMR – any equipment supplied by SW including data loggers used to remotely collect data from the mains water meter.

Appendix – any additional documents which includes information pertinent to this agreement and referred to as either Appendix or Appendices.

Applicable Law – any Act of the English or Scottish Parliaments, any applicable common law, applicable statutory instruments, regulations, orders, directives or other legislations of England, Wales, Scotland or the European Union having the force of law and any consents, permissions, licences, binding court orders, judgements or decrees and industry rules, directions which either SW and/or the Customer is bound to comply.

Billing Period – the amount to be charged to the Customer by SW. The initial Billing Period will be from the date services are first provided to the end of the calendar month services commenced being provided. Thereafter the billing period shall be from the first to the last day of each calendar month.

Charges – refers to all fees charged by SW to the Customer and as defined in Part 11.1

CMA – means the Central Market Agency Limited, a company limited by guarantee with registered number SC328635 or any other body established by the Commission to exercise certain central market functions in relation to the participation of Suppliers in the provision of Water and Sewerage Services;

Codes – any code issued by Ofwat or the Commission under the 1991 or the 2005 Act (respectively) or issued pursuant to the Water and Sewerage Service Licences.

Commission – Scottish Water Commission established by Section 1 of the 2002 Act;

Contract Length – the minimum amount of time in months service is to be provided and as detailed on the front of this agreement

Contract Manager – as detailed and defined in Clause 16.1;

Contract Start Date – the date service first commences being supplied and has no relevance to the Date the Agreement was signed

CRA – any Credit Reference Agency which SW chooses to engage with.

Customer Transfer Protocol – means both the procedure set out in the Retail Market Code issued by Ofwat or the Commission in respect of the transfer of supply to Eligible Premises located in England and those located in Scotland;

Default Services – services described as default services in the Default Services, Standard and Maximum Tariff Directions 2007 or any other directions which replaces them or amend them, or are made to address the same issues as those directions;

Default and Maximum Tariffs – the default and maximum tariff payable by non-household customers in England under a relevant deemed contract scheme pursuant to the Retail Market Code or in respect of Default Services to Premises located in Scotland in accordance with a direction from the Commission;

Direction – any direction issued by (a) Ofwat in respect of Premises located in England under the 1991 Act or the standard conditions determined under the 1991 Act for the purposes of granting a Water Supply and Sewerage Licence, as such direction may be modified or replaced from time to time and (b) the Commission in respect of Premises located in Scotland under the 2005 Act or the standard conditions determined under the 2005 Act for the purposes of granting a Scottish Licence, as such directions may be modified or replaced from time to time

Disconnection Document – a document drawn up under the appropriate water industry laws setting out procedures for disconnections in respect of a Premises.

Drought Order – an ordinary drought order or an emergency drought order made under section 73 of the Water Resources Act 1991;

Eligible Premises – means: (a) where a premises is located in England pursuant to section 17A(3) of the 1991 Act, said premises is not household premises (as defined in section 17C of the 1991 Act) is not being and shall not be supplied with water or sewerage services by another company pursuant to a Water Supply and/or Sewerage Licence from the appropriate Transfer Date and (b) where the premises is located in Scotland those premises which comply with the meaning given to **eligible premises** by section 27(1) of the 2005 Act.

Emergency Event – any event where SW or the relevant Undertaker believes on reasonable ground there is an existing or imminent risk of danger to persons or property.

Environment Agency – refers to the England and Scottish Environment Agencies.

Force Majeure Event – any event or circumstance beyond the reasonable control of SW caused by an act of God, adverse weather conditions, strike, lockout or other industrial disturbance or dispute, war, threat of war, act of terrorism, blockade, revolution, riot, civil commotion, public demonstration, sabotage, earthquake, which prevents SW's ability to perform obligations under the Agreement.

FPA – fraud prevention agency.

Guidance – any guidance including guidance pursuant to the 1991 or 2005 Act which is issued by Ofwat or the Commission in respect of Premises located in England or Scotland.

Industry Documents – documents which under any Applicable Law set out how water companies interact with each other and with their customers, including the Codes.

Interim Supply Code – a code issued by Ofwat under section 63AF and/or section 1100 of the 1991 Act.

Letter – a letter issued by SW to the Customer and forming part of the Agreement.

Liability Limit – the maximum liability as set out in this agreement.

License – where and when ever the term License or Licences is/are used in this Agreement, this shall refer to either or both the individual License for the Supply of Water and or Sewerage Services in England and Scotland and shall have the effect of their own licence individually and or as a collective.

Market Code – the Market Code designated by the Commission as the Market Code for the purposes of the Water Services (Codes and Services) Directions 2007 as amended from time to time.

Market Operator – Market Operator Services Limited registered number 09276929 or any other body established to exercise central market functions in respect of participation in the market for providing water and sewerage services in England.

Meter – the metering equipment to measure the volume and/or the quality of Water and/or Sewerage Services (as appropriate), such metering equipment to be installed as near as possible to the applicable Supply Point (and for the avoidance of doubt includes where appropriate AMR Equipment).

Network Event – an unforeseen and/or unforeseeable event which prevents or restricts the relevant Undertaker's ability to provide the supply of water or sewerage services.

Offer Expiry Date – has the meaning given in the agreement.

Ofwat – the Water Services Regulation Authority, the body established by section 1A of the 1991 Act responsible for economic regulation of the water and sewerage industry in England and Wales.

Premises – any premises detailed in this agreement or any Appendix used by the customer whether by address or SPID.

Registration – means the link between a Supply Point and a Supplier at any point in time in the Supply Point Register and "Register" and "Registered" shall be construed accordingly.

Registration Application – in respect of Premises located in England an application in the form prescribed by the Market Operator and in respect of premises located in Scotland an application in the form prescribed by the CMA to Register a Supply Point;

Regulations – any regulations made pursuant to the 1991, 2002, 2005 and the 2014 Acts.

Retail Exit Code – code issued by Ofwat pursuant to Regulation 28 of The Water and Sewerage Undertakers (Exit from Non-household Retail Market) Regulations 2016;

Retail Market Code – the Wholesale Retail Code, the Interim Supply Code or the Retail Exit Code as the context so requires;

Relevant Authority – refers to the Secretary of State, the Scottish Ministers, any local or national agency, authority, department, inspectorate, minister, ministry, official or public, judicial regulatory or statutory body or person (whether autonomous or not) of, or the government of Scotland, England, the United Kingdom or the European Community and Ofwat and the Market Operator in respect of Premises located in England and the European Community and Ofwat and the Market Operator in respect of Premises located in England and the Commission and the CMA in respect of Premises located in Scotland;

Scottish Water Byelaws – the Scottish Water byelaws preventing waste, undue consumption, misuse or contamination of water;

Scottish Environment Protection Agency – the body established under Section 20 of the Environment Act 1995 or any successor thereof;

Scottish Licence – a Water and/or Sewerage Services Licence granted by the Commission.

Services – the Water and/or the Sewerage Services as the context requires;

Sewerage Connection Point – a point where the private pipework disposing of sewerage from a premises Sewerage Services Supply Point connects to the public sewerage system.

Sewerage Services – the disposal of domestic sewerage, surface water drainage and/or trade effluent as specified.

Sewerage Services Licence – a licence granted under Section 6(3) of the 2005 Act;

Sewerage Services Supply Point – means the Supply point where sewerage services are provided as defined in either the Wholesale Retail Code or the Market Code in respect of Premises located in England and Scotland respectively.

SPID – the Supply Point Identification Number unique to each mains water meter.

Start Date – has the meaning given in the Agreement;

Supplier – the holder of a Water Supply and Sewerage Licences in England and Scotland

Supply Point – the Water and/or Sewerage Service Supply Point (as the case may be) for a Premises which is to be Registered to SW from the Transfer Date in accordance with the appropriate Customer Transfer Protocol;

Supply Point Register – means in respect of Supply Points the database (and any related database and business processes) which is operated and maintained by the Market Operator in England or by the CMA in Scotland to facilitate the Registration of Supply Points to Suppliers and the Transfer of Supply Points to any premises in England and or Scotland from one Supplier to another Supplier;

Supply Year – a period of one calendar year commencing on the Start Date and each subsequent period of one calendar year commenting on the anniversary thereof.

Tariffs – the tariffs set out in the Appendix as revised from time to time in accordance with Part 11.2 or where a tariff is not set out in the Appendix in respect of a particular service provided under this Agreement to a Premises located in England the tariff shall be the appropriate Default Tariffs; and Scotland the tariff shall be the appropriate Default Maximum Tariffs for the most closely corresponding Default Services;

Terms & Conditions of Supply – the terms and conditions forming part of the Agreement

Transfer – the completion of any Transfer Registration Application for any Supply Point so on such completion the Supply Point becomes Registered to a different Supplier to the Supplier when the Transfer Registration Application was made and "Transferred" and "Transferring" shall be construed accordingly;

Transfer Date – in respect of a particular Premises the date the Premises are Transferred to SW in accordance with the process in the appropriate Customer Transfer Protocol;

Transfer Registration Application (TRA) – a Registration Application made in connection with a Transfer

Undertaker – a company appointed under Section 6 of the 1991 Act where the Premises are located in England and Scottish Water where the Premises are located in Scotland;

Water Connection Point – the point at which the private pipework supplying water to the Water Supply Point at a Premises connects to the public water supply system;

Water Services – the supply of the types of water as such are specified in the Agreement;

Water Services Licence – a licence granted under Section 6(1) of the 2005 Act;

Water Supply and Sewerage Licence – a water supply licence granted by Ofwat under Section 17A of the 1991 Act and/or a sewerage licence granted by Ofwat under Section 17BA of the 1991 Act;

Water Supply Point – the supply point to any premises in England and or Scotland where water is provided as defined in the Wholesale Retail Code and or the Market Code respectively.

Wholesale Retail Code – the code issued by Ofwat under section 66DA and/or 117F of the 1991 Act;

Working Day – a day other than a Saturday, Sunday or public holiday in England and Wales.

1.2) In this Agreement: (a) any reference to the Agreement or to any other document shall include any permitted variation or amendments or such other document; (b) use of the singular includes the plural and vice versa and words denoting any gender shall include a reference to each other gender; (c) any reference to any statute, statutory instrument, order, regulation (including the 1991 and 2002 Acts and any EU order, regulation or instrument) shall be interpreted as including references to any statutory modification, consolidation or re-enactment of that provision (whether before or after the date of the Agreement) for the time being in force including all instruments, orders or regulations then in force and made under or deriving validity therefrom; (d) the word “Premises” and also “premises” shall be construed in the singular unless the context requires otherwise; (e) the words “include” or “including” shall be taken as meaning without limitation; (f) any reference to a “party”, means a party to the Agreement (and “parties” shall be construed accordingly) and shall include its successors in title and permitted assignees; (g) all headings are for convenience only and do not affect its interpretation. (h) in the event of any conflict between the documents which form the Agreement, the order of precedence shall be: (i) the Letter, (ii) the Appendices (and any document referred to therein), (iii) the Agreement; and (iv) these Terms and Conditions of Supply (and any document referred to herein).

PART 2 – TERM

The Agreement shall come into effect on the Commencement Date and shall remain in full force and effect thereafter until the earlier of: (a) the Contract End Date; and (b) the date the Agreement is terminated in accordance with its terms (the “Term”).

PART 3 – CUSTOMER TRANSFER PROCESS

As soon as reasonably practicable after the Commencement Date: (a) the Customer shall provide SW with such information as SW require in order to comply with the appropriate Customer Transfer Protocol for each Premises; and (b) subject to receipt of such information, SW shall initiate the process for Transfer of the Customer under the appropriate Customer Transfer Protocol.

PART 4 – CONDITIONS PRECEDENT

4.1) SW’s obligations to supply Water and/or Sewerage Services are conditional upon: (a) the Customer having properly given notice of termination to the Customer’s previous Supplier for the Supply Point where required to do so under the Customer’s previous water and/or sewerage services agreement and settled any outstanding amounts owed to such previous Supplier where Part 11.4 does not apply (b) the Customer having returned to SW a duly completed direct debit mandate form (if applicable) (c) the Customer having passed SW’s credit checking process referred to in Part 10 and if requested provided SW with a deposit, bond or guarantee (d) SW being a Supplier in the relevant jurisdiction for the Supply Point (e) SW having entered into any Industry Documents required to supply Water and/or Sewerage Services to the Supply Point (f) the appropriate Competent Authority having confirmed SW as the Supplier for such Supply Point (g) appropriate Meters and metering equipment having been installed at the relevant Supply Point; and (h) where SW is to provide trade effluent disposal as part of the Sewerage Services, the Customer has exhibited all relevant trade effluent and discharge consents.

4.2) In the event Water and/or Sewerage Services are nonetheless supplied to a Supply Point prior to satisfaction of all the conditions precedent set out in this Part 4.1 for such Supply Points SW shall be entitled to charge the Customer the prevailing Default Tariff (as applicable) for the relevant Supply Point until the date such conditions precedent is satisfied or waived in full.

4.3) Notwithstanding Clause 4.1, SW shall be entitled by notice in writing given to the Customer to waive (to the extent no such waiver shall be permitted if the failure to satisfy a condition would constitute a breach of Applicable Law) compliance with any of the conditions stated in Part 4.1(a), 4.1(b), 4.1(c), 4.1(g) or 4.1(h).

4.4) If any of the conditions precedent in Part 4.1(a), 4.1(b), 4.1(c), 4.1(g) or 4.1(h) has not been fulfilled by the Customer or waived by SW within 28 days of the start date or by such later date as may be agreed in writing between SW and the Customer, then, without prejudice to any accrued rights of the parties arising in respect of any provisions herein and except for the confidentiality provisions of Part 18 SW shall be entitled to terminate the Agreement without any liability of either party to the other party.

4.5) For the duration of this agreement the parties shall ensure each condition precedent of Part 4.1(b) to 4.1(g) shall be maintained and continue to have full effect.

PART 5 – SUPPLY OF WATER SERVICES

5.1) SW agrees to supply the Water Services to the Customer at each Supply Point of the Premises from the relevant Transfer Date in respect of such Supply Point.

5.2) The Customer acknowledges and agrees title and risk in the water passes to the Customer at the Water Connection Point, notwithstanding the designated location of the Water Supply Point, and without limiting the generality of the foregoing in particular

any losses suffered at or beyond the Water Connection Point flowing to the Premises shall be at the risk of and for the account of the Customer.

5.3) The Customer acknowledges the Water Services supplied to the Premises is delivered through infrastructure owned by the relevant Undertaker and SW has no control and no obligation in relation to such infrastructure and SW provides no guarantee the relevant Undertaker will deliver Water Services to the Water Connection Point at all times (without disruption); or regarding the volume, quality, constancy or pressure of the water delivered.

5.4) The parties acknowledge that the supply of water to any of the Premises may be interrupted if (a) the supply is permitted to be interrupted by the Undertaker (b) the supply is affected by an Emergency Event or any actions to prevent the occurrence or limit the effects of an Emergency Event (c) the supply is affected by a Force Majeure Event (d) a Drought Order is made which affects that Premises and overrides the terms of the Agreement (e) the supply is affected by a Network Event; or (f) the relevant Undertaker is performing any maintenance or emergency works affecting the public water supply system.

5.5) The Customer shall be notified by the relevant Undertaker of any such interruption

PART 6 – SUPPLY OF SEWERAGE SERVICES

6.1) SW agree to supply Sewerage Services to the Customer at the relevant Supply Point from the relevant Transfer Date in respect of such Supply Point which shall include the disposal of sewerage in the form of waste water and property drainage from the relevant Sewerage Connection Point

6.2) The Customer confirms and agrees title and risk in the sewerage disposed of by the Sewerage Services remains with the Customer until it passes through the Sewerage Connection Point into the public sewerage system, notwithstanding the designated location of the Sewerage Services Supply Point, and (without limiting the generality of the foregoing) in particular, any losses suffered at or before the Sewerage Connection Point flowing from the Premises shall be at the risk of and for the amount of the Customer.

6.3) The Customer accepts the supply of Sewerage Services to the Premises is provided by infrastructure owned by the relevant Undertaker and SW has no control, obligation or provides any guarantee in relation to such infrastructure or the relevant Undertaker will take all sewerage from the Sewerage Connection Point at all times (without disruption).

6.4) The parties acknowledge the supply of Sewerage Services to any of the Premises may be interrupted if (a) provision is permitted to be interrupted by the Undertaker (b) provision affected by an Emergency Event or any action to prevent the occurrence or limit the effects of an Emergency Event (c) provisions are affected by a Force Majeure Event (d) provision is affected by a Network Event (e) the relevant Undertaker is performing maintenance or emergency works affecting the public sewerage system (f) by continuing such supply SW would be in breach of its applicable Licence in England, Wales or Scotland for Water and Sewerage services Licence applicable to such premises (g) the relevant Undertaker is performing any maintenance or emergency works affecting the public sewerage system.

6.5) The Customer shall be notified by the relevant Undertaker of any interruption of the supply of Sewerage Services pursuant to Part 6.4.

PART 7 – ADDITIONAL PREMISES

7.1) If the Customer wishes SW to supply Water and or Sewerage Services to any Additional Premises, the Customer shall notify SW of this in writing detailing the Services required and where the Premises are located.

7.2) As soon as reasonably practicable after receipt of the notice referred to in Clause 7.1 the Customer shall provide SW with any information required to comply with the Customer Transfer Protocol which applies to the location of the Additional Premises and complete an Additional Appendix for the Additional Premises; and subject to receipt of such information, SW shall advise the Customer whether SW requires a security deposit, bond or guarantee in respect of the Additional Premises and the Customer shall provide such security deposit, bond or guarantee as soon as reasonably practicable following such advice. Subject to the provision of such security deposit, bond or guarantee requested (if any), SW shall initiate the process for Transfer of the Customer under the appropriate Customer Transfer Protocol and complete an Additional Appendix for the Additional Premises.

7.3) On the Transfer Date any Additional Premises shall become a Premises for the purpose of the Agreement.

PART 8 – CUSTOMER OBLIGATIONS

8.1) The Customer warrants each Premises is an Eligible Premises; and all information provided to SW by the Customer under the Agreement is true and accurate.

8.2) The warranties in Part 8.1 shall be given on the Commencement Date and shall be deemed to be repeated on each day of the Term and the Customer shall monitor the continued accuracy of the warranties and inform SW as soon as reasonably practicable should any warranty become untrue, inaccurate or misleading.

8.3) During the Term of this agreement the Customer undertakes it shall (a) comply with all Applicable Laws in respect of the Customer’s rights and/or obligations under the Agreement including any trade effluent consents which apply to any Premises, (b) comply with any terms and conditions agreed with the relevant Undertaker with regards to the Meter or any other metering equipment at the Premises (c) notify SW in writing no less than sixty (60) days prior to any change which may cause the Premises to no longer meet the requirements to be an Eligible Premises (d) indemnify SW for all losses and/or penalties incurred by SW, pursuant to any Applicable Law including the 1991 Act or pursuant to the 2002 or 2005 Acts, as a result of the change referred to in Part 8.3(c) not being notified by the Customer to SW (e) comply with any reasonable instruction given to it by SW, which SW considers necessary to ensure SW complies with its obligations under SW’s Water Supply and Sewerage Licences, the 1991, 2002, 2005 and or 2014 Acts (as applicable), the Customer Transfer Protocols, any Guidance, Directions and/or any Regulations, (f) immediately inform SW if the nature of the Customer’s requirements changes which requires water urgently on medical or other grounds;

8.4) Provide SW with such information as SW reasonably requires (a) for the purposes of carrying out its functions, (b) to comply with any condition of SW’s Water and Sewerage Supply Licences, (c) in relation to national security or civil emergencies, (d) to comply with

its obligations under the Industry Documents; (e) to comply with its obligations under this Agreement; or (f) to comply with any reasonable request for information made by the relevant Environment Agency;

8.5) provide SW with such assistance as SW shall reasonably require in order for SW to comply with its obligations under this Agreement.

8.6) Information required under Part 8.3 shall be provided in such form and manner, at such time and place, and be accompanied by or supplemented by such explanations, as SW may reasonably require.

8.7) The Customer shall not be required under Part 8.3 to provide any information which would be protected from disclosure or production in proceedings in the High Court on grounds of legal professional privilege but to the extent such non-disclosure prevents SW from carrying out its obligations it shall be a Force Majeure Event.

8.8) The Customer agrees to indemnify SW should SW suffer or incur any costs, losses or expenses of any nature due to the Customer breaching any of its obligations set out in this Part 8 including any claim brought against SW by any Undertaker for loss or damage to the Undertaker's property or for loss or injury or death or its employees, arising out of or in connection with this Agreement, except to the extent such loss, damage, injury or death is caused by the negligence of SW or the relevant Undertaker.

PART 9 - METERING

9.1) The Customer shall give SW and/or its agents, and the relevant Undertaker and/or its agents, safe and unobstructed access to each and every Premises (by vehicle in appropriate cases) on reasonable notice in order to (a) take a meter reading (b) take action related to any Meter or additional metering equipment and associated pipework (including installation, operation, inspection, maintenance, testing, repair, replacement and/or removal) (c) disconnect and/or reconnect the relevant Connection Point so the Customer's supply of water or the supply of water to another customer of SW where the Connection Point is shared, is stopped or restored; (d) where SW has stopped supplying the Premises and SW wishes to recover metering or other equipment belonging to SW or to the relevant Undertaker (e) inspect and/or test any Meter SW or the Undertaker do not own or have not provided, to check it is safe and gives accurate readings or to make sure it has not been tampered with (f) enable compliance with the relevant Disconnection Document and Industry Documents; and (g) sample water quality or sample or monitor trade effluent.

9.2) In the event of an Emergency Event, the Customer shall provide SW and/or its agents, and the relevant Undertaker and/or its agents, access to the Premises, Meter and pipework at any time.

9.3) The Customer will obtain any third-party consent required to give SW and/or its agents, and/or the relevant Undertaker and/or its agents, access to the Premises pursuant to Clauses 9.1 and 9.2, at the Customer's cost (if any).

9.4) Subject to Clause 9.1, SW may take a meter reading either by physical or electronic inspection. When requested The Customer shall take a meter reading and provide this reading to SW. If the Customer does not give SW a meter reading before SW starts to supply Water Services (and if appropriate the Sewerage Services) to a Premises, SW will estimate a reading based on the Premises historic consumption. If the Customer fails to provide a meter reading SW shall estimate a reading.

9.5) Unless otherwise agreed, the Meter will be and remain the property of the relevant Undertaker. The Customer will not remove the Meter and will not attach any item to it and shall take reasonable care to keep any Meter free from obstruction, damage (including damage by frost) or interference. If the Customer wishes to fit any equipment to the Meter, including a data logger, the Customer must notify SW and obtain SW's written permission before doing so.

9.6) The Customer shall not tamper with any Meter.

9.7) The Customer will indemnify SW against any loss of Charges as a result of any breach by the Customer of its obligations under this Clause 9.

9.8) In respect of any Meter which is installed at the Premises, the Customer may request (a) SW to have tests performed on the operation and accuracy of the Meter; and (b) SW to upsize or downsize the Meter (as appropriate).

9.9) In respect of any request made by the Customer under Clauses 9.8(a) or 9.8(b), SW may charge the Customer provided such charges reflect the amount SW is being charged by the relevant Undertaker to provide that service.

9.10) SW is not responsible for any (a) defects in the Meter SW or the Undertaker does not own or have not provided, or for any resulting loss, cost, damage or injury (b) defects in the Meter resulting from the Customer's fitting any device to or tampering with, or from any obstruction to, that metering equipment (c) loss, cost, damage or injury resulting from the Customer's fitting any device to or tampering with, or from any obstruction to the Meter (d) loss, cost, damage or injury resulting from the installation of the Meter, except where that Meter is installed by SW or SW's employees or agents (e) defects in the Meter resulting from the Customer's fitting any device to or tampering with, or from any obstruction to, that metering equipment (f) any loss, cost, damage or injury resulting from the Customer's fitting any device to or tampering with, or from any obstruction to the Meter; or (g) loss, cost, damage or injury resulting from the installation of the Meter, except where that Meter is installed by SW or SW's employees or agents.

9.11) Where SW installs its own Data Logger this is supplied solely under licence to the customer and is subject to SW's licence fees. At all times the data logger remains the sole property of SW.

9.12) Should the customer terminate the contract as a result of transferring the supply of water to another water retailer, access to the data generated by the data logger will terminate on the last day of service provision.

9.13) The Customer understands at the termination of the contract the Customer is responsible for arranging the return of all equipment to SW at a location of SW's choice, in full working order within 14 days of the date of termination.

9.14) If the Data Logger is not received within 14 days of the termination of service provision the customer will be liable to a charge in line with SW's published standard charges.

PART 10 - DATA & PERSONAL INFORMATION

10.1) Information the Customer provides to SW will be stored in accordance with and compliance with Data Protection Act 2018 incorporating GDPR and Data Protection Act 1998. Information we hold (whether or not under this Agreement) will only be used by SW in each case for the following purposes (and all purposes ancillary to the following) (a) to identify the Customer (b) to contact the Customer using telephone, mail or electronic means (c) to administer any accounts, services and products provided by SW now or in the future (d) for market research and analysis (e) for testing and demonstrating computer systems (f) to assist SW its agents and contractors, to detect fraud or loss and (g) to contact the Customer (if the Customer has consented to SW doing so) using telephone, mail or electronically to provide the Customer with information, promotions and offers in respect of goods or services that may be of interest to the customer.

10.2) The Customer consents to the Customer's personal data being used and disclosed for other purposes or as required by law or as permitted by the Data Protection Act 1998 and Data Protection Act 2018 incorporating GDPR.

10.3) The Customer consents to SW monitoring and/or recording telephone conversations, emails and other communications with the Customer to (a) confirm the Customer's identity, for training purposes (b) assist with maintaining service quality (c) prevent fraud or money laundering and to ensure security and SW meet its legal and regulatory duties.

10.4) When any Customer applies to SW to open an account, SW may check the Customer's details with its own records, with Credit Reference Agencies ("CRAs"), Fraud Prevention Agencies ("FPAs") and any such checks to assess applications, to verify identity, to prevent fraud, crime and money laundering and to trace debtors and recover debt. SW may also make periodic searches using CRAs and FPAs to manage the Customer's account(s).

10.5) When SW requests a CRA to carry out a search, the CRA will place a search footprint on the Customer's credit file which may be seen by other lenders or organisations. CRAs may supply SW with public information and shared credit and fraud prevention information.

10.6) If the Customer advises SW the Customer has a financial association with someone else (whether a spouse or another person) SW will link the Customer and that person together. The Customer confirms the Customer has obtained that person's agreement for their personal information being used as set out in this Part 10. If the Customer provides personal data or sensitive personal data about himself/herself or others, the Customer agrees, and confirms the other person has agreed to SW processing the sensitive personal data as set out in this Part 10.

10.7) CRAs also link the Customer and any financial associate together. These links will remain on the Customer's and the financial associate's files until the Customer or financial associate successfully files for disassociation with the CRA's.

10.8) Information on applications may be sent to and recorded by CRA's. SW may give details of the Customer's accounts to CRA's and if the Customer does not pay for the supply of products and/or services in full and on time, CRA's may record outstanding debts. CRA's and FPA's may supply information to other organisations. The Customer may contact CRA's operating in the UK. SW's contract Manager should be contacted for details of CRA's and FPA's which SW both obtains and records information about the Customer.

10.9) should SW suspect or identify fraud, or if the Customer provides SW with false or inaccurate information then SW may record this and pass this information to FPA's and other organisations involved in the prevention and detection of crime and fraud.

10.10) SW shall be entitled to trace the whereabouts of the Customer and to recover debts from the Customer if the Customer has received products and/or services from SW and does not make payments for those products and/or services on time.

10.11) Where SW is advised the Customer owes any debt to the Customer's previous Supplier(s) the Customer consents to SW contacting the Customer's previous Supplier(s) for details of the debt owed by the Customer. If another Supplier advises SW it has received a request to supply Water Services and/or Sewerage Services to the Customer, SW may provide the Supplier with details of any debt the Customer owes to SW.

10.12) The Customer should contact SW's Account Manager to request a copy of the personal data SW holds about the Customer which the customer is entitled to at all times.

PART 11 – CHARGES AND COSTS

11.1) the Customer shall pay SW the charges calculated by SW on the basis of the Tariffs and (where relevant) on meter readings or estimated meter readings (the "Charges") for the supply of services by SW to the Customer.

11.2) Without prejudice to Part 11.6 and subject to the terms of the Agreement, SW may revise the Tariffs on an annual basis and SW shall notify the Customer of any changes to the Tariffs within 14 work days after the change has taken effect and each relevant Appendix shall be deemed to have been amended in respect of such Tariff as at the date of the relevant change.

11.3) Without prejudice to Part 9.7, SW shall be entitled to charge the Customer for any costs incurred by SW in enforcing the terms of the Agreement, which shall include the cost of (a) recovering unpaid Charges or (b) disconnecting and/or reconnecting the Customer's supply if the Customer fails to attend an agreed appointment at the Premises.

11.4) SW may in its sole discretion charge the Customer for amounts owed to the Customer's previous Supplier which are transferred to SW, together with SW's and the Customer's previous Supplier's reasonable administration costs.

11.5) All amounts pursuant to this Agreement are always exclusive of any applicable VAT.

11.6) SW shall be entitled to vary all or any of the Tariffs subject to notice in writing to the Customer (a) by such amount as is necessary to enable SW to recover from the Customer any additional costs suffered by SW as a result of any Direction provided such Direction was not as a direct result of SW's act, default and neglect (b) to reflect any additional cost or saving in respect of any element of the costs to SW of providing the Water and/or the Sewerage Services which are not within SW's reasonable control as a result of any change of law, change to the relevant Water Supply and Sewerage Licence and/or the Scottish Licence or change to any Industry Documents or Code which relates to SW's ability to supply Water and Sewerage Services and including any variation in the use of public water supply system charges or use of public sewerage system charges made by the relevant Undertaker and/or where there are abnormal or excessive costs incurred in meter reading

(c) by any amount necessary to enable SW to recover from the Customer any additional costs SW can demonstrate have been incurred as a result of the Registration details of any Supply Point differing from the one specified in an Appendix or (d) to reflect any additional costs or savings in respect of the amounts payable by SW for water as a result of any changes to any of the wholesale agreements with an Undertaker in accordance with the provisions of SW's Water Supply and Sewerage Licences, provided always SW shall not vary any of the Tariffs which are fixed in accordance with the Agreement.

PART 12 – INVOICING AND PAYMENT

12.1) SW shall be entitled to invoice the Customer for the Charges and the costs incurred on or at any time after the Commencement Date.

12.2) SW shall invoice the Customer in accordance with the Billing Period. SW may at its sole discretion change the Billing Period.

12.3) Subject to the remainder of this Part 12 and unless provided otherwise in the Agreement (a) the Customer shall pay invoices in full and in cleared funds within fourteen (14) days of receipt and (b) payments can be made by direct debit, credit or debit card, BACS or cash at a bank.

12.4) Where the Customer fails to pay any amount due to SW under the Agreement (excluding any amount contested in good faith in accordance with Part 12.5, then (a) SW shall issue a notice of non-payment. If payment has still not been made by the date fourteen (14) days after the date of the notice of non-payment, SW shall be entitled (at its sole discretion) to take steps to procure the disconnection of the water supply to all or some of the Premises in accordance with Part 24 and/or to terminate the Agreement with immediate effect in whole or in respect of some of the Premises only and (b) the Customer shall pay interest on any outstanding amount at the rate of five per cent (5%) per annum, calculated daily, commencing thirty (30) days after the invoice date, until payment is made in full. This is without prejudice to any statutory rights SW may have to charge interest at a higher rate under applicable law.

12.5) The Customer shall immediately notify SW in writing if the Customer disputes any invoice. The parties shall in good faith attempt to resolve the dispute promptly. SW shall provide all evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the parties have not resolved the dispute within fourteen (14) days of the Customer giving notice to SW, the dispute shall be resolved in accordance with Part 19 (Disputes). Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in Part 12.3.

12.6) Without limiting any other rights or remedies SW have, SW may set off any amounts owed to it by the Customer under the Agreement against any amounts payable by SW to the Customer under the Agreement.

12.7) All payments payable to SW by the Customer under the Agreement shall become due immediately on its termination. This Part 12.7 is without prejudice to any right to claim for interest under the law.

12.8) Where an overdue account is referred by SW to BW Legal or any other appointed legal partner for collection, SW shall be entitled to apply a legal cost recovery charge equal to four per cent (4%) of the outstanding balance, in addition to any other costs or interest payable under this Agreement.

PART 13 – TERMINATION OF CONTRACT AND MOVING

13.1) The Customer may terminate the Agreement on not less than twelve (12) months' prior written notice to SW to expire on the Contract End Date or any anniversary thereof.

13.2) SW may terminate the Agreement (a) on not less than thirty (30) days' prior written notice to the Customer to expire on the Contract End Date or any anniversary thereof (b) pursuant to Part 12.4(a) (c) if the Customer does not provide any security deposit guarantee or bond to SW in terms of Part 4.1(c) within 14 days of being so requested (d) if the Customer ceases to occupy all of the Premises (e) if there is a material change to the volume of water provided or the sewage disposed of under the Services provided or (f) with immediate effect if SW's Water Supply and Sewerage Licences is/are revoked.

13.3) Either party may terminate the Agreement with immediate effect if the other party (a) commits a material breach of its terms and (in the case of a breach capable of remedy) fails to remedy such material breach within thirty (30) days of having been notified of the material breach. For the avoidance of doubt, material breach includes any breach of Part 8.1 or (b) makes any arrangement or composition with its creditors or is the subject of a winding-up or administration order or passes a resolution for voluntary liquidation (other than a voluntary winding-up or solvent liquidation for the purposes of a scheme of reconstruction or amalgamation) or if a receiver or administrative receiver is appointed over all or any of its assets or a distress, attachment, execution or other legal process is levied, enforced or issued on or against the other party or any of its assets or the other party enters into or suffers any similar process in any jurisdiction.

13.4) Notwithstanding Part 13.1 the Customer may terminate the Agreement in respect of a particular Premises in circumstances where the Customer will no longer own, lease or otherwise occupy such Premises. The Customer shall give SW no less than one (1) month's written notice of termination under this Part 13.4.

13.5) On termination of the Agreement for any reason and subject to any rights or obligations which accrued prior to termination, neither party shall have any further obligation to the other under the Agreement.

13.6) In the absence of a valid termination notice by either party this Agreement shall be extended for a further 12 months from the end of the Contract End Date or any anniversary thereof.

13.7) If during this Agreement a Supply Point is being or has been Registered by another Supplier for any reason other than as a result of any default by SW or the proper termination of this Agreement in whole or in part, then the Customer hereby authorises SW and shall provide SW with all reasonable assistance required to either, at SW's discretion (a) raise an objection to such Registration (b) re-register the Supply Point or (c) pay SW a sum calculated as the average monthly amount (which shall be determined by SW) times the number of months left in the Agreement (subject to a maximum of

twelve (12) months).

13.8) SW will be entitled to object to the Registration by another supplier of any Supply Point to which SW supplies Water and/or Sewerage Services under Agreement if amounts due under Part 13.7(c) remain unpaid 14 days after being requested by SW.

13.9) SW shall be entitled to terminate this Agreement with respect to a particular Premises immediately if the Competent Authority directs another Supplier to take over the Supply Point at such Premises

13.10) If on the date this Agreement terminates the Customer's new Supplier does not have confirmed Registration for each Supply Point the provisions of this Agreement shall remain in force for any Supply Point for which SW is still Registered as the Supplier of Water and/or Sewerage Services provided that from the date this Agreement terminates SW shall be entitled to amend the Charges in respect of the Services provided after such date of termination.

13.11) SW may in accordance with Part 9 access the premises until such time as SW is no longer the Supplier to the Premises.

13.12) Where SW terminates this Agreement in accordance with Parts 13.2(a), 13.2(c), 13.2(d), 13.2(e) or 13.3 or the Agreement terminated in respect of a Premises in accordance with Parts 13.4 or 25.2 and the Customer received a discount in respect of the Charges for all the Premises affected by such termination as such discount was stated in the Agreement, SW may charge the Customer an early termination fee being an amount equal to the discount which the Customer had effectively received in respect of such Premises up until the date of termination, any reasonable administration costs incurred by SW in respect of the early termination plus any other amounts set out in the Agreement.

13.13) If you are moving from the Eligible Premises to another property or are leaving the Eligible Premises, you may end our Contract with you for the Eligible Premises by letting us know in writing at least 20 Business Days before you move. If you do not do so, our Contract with you will continue in force for the Eligible Premises, and you will continue to be legally responsible for our Charges, less and until:

13.14.1 You let us know in writing at least 20 Business Days before the move, that you have left the Eligible Premises and have provided evidence that you are no longer responsible for the Eligible Premises; or

13.14.1 We become aware that another person or business has taken a supply at the Eligible Premises, whichever is earlier.

13.14) 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.

13.15) If we disconnect your supply permanently in line with clause 12.4, our Contract with you will end on the date of disconnection.

13.16) If an administrator, administrative receiver, nominee, supervisor of a voluntary arrangement, liquidator, provisional liquidator, trustee in bankruptcy, judicial factor or other similar office-holder is appointed to you or over all or any of your assets, our agreement with you will end on the date of their appointment. A new Water and Sewerage Service Supply Contract, on the same terms as the previous Water and Sewerage Service Supply Contract, will begin on that date

PART 14 – FORCE MAJEURE

14.1) Subject to the remainder of this Part 14, neither party shall be liable to the other where it is unable to perform its obligations under the Agreement by reason of a Force Majeure Event provided the party claiming to be prevented or delayed in the performance of its obligations by reason of a Force Majeure Event (the "Affected Party") shall use all reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which the obligations contained in this Agreement may be performed.

14.2) The Affected Party shall (a) notify the other party of the Force Majeure Event as soon as reasonably practicable and in any event within five (5) Working Days of the Force Majeure Event occurring and (b) upon request, within ten (10) Working Days of the Force Majeure Event occurring, provide a report containing all relevant available information relating to the Force Majeure Event and details of the measures the Affected Party is taking to overcome or circumvent such Force Majeure Event.

14.3) The parties shall not be relieved by reason of the Force Majeure Event from any obligation to indemnify or make payment.

14.4) If the Force Majeure Event does not affect the supply of Water and/or Sewerage Services to all of the Premises of the Customer, the Affected Party shall only be relieved of its obligations in respect of those Premises which are affected.

14.5) If the Force Majeure Event continues materially to affect the Customer for more than six (6) months, SW may terminate the Agreement in whole or in part (as it relates to Premises affected by the Force Majeure).

PART 15 – LIMITATION OF LIABILITY

15.1) Subject to Parts 15.4 and 15.5 and excluding any indemnity provided for under the Agreement, each party's total liability in contract, delict, tort (including negligence and breach of statutory duty), misrepresentation or otherwise in relation to the Agreement for direct losses. All other losses are expressly excluded (subject always to clauses 15.2)

15.2) Our liability resulting from negligence or any breach or non-performance of the Contract or any misrepresentation or other tort on our part or on the part of our employees, servants or agents shall be limited in any one calendar year for any one or more incidents or series of incidents whether related or unrelated in that calendar year to the lower of:

15.2.1. the aggregate of the Charges under the Water and Sewerage Service Supply Contract in the preceding calendar year;

15.2.2. if in respect of the first calendar year of the Contract then the amount of Charges incurred by you with your previous water or sewerage supplier in the preceding calendar year.

15.3) All conditions, warranties or other terms, whether express or implied, statutory or otherwise, inconsistent with the provisions of this clause 15.3 are hereby expressly

excluded (subject always to clauses 15.2).

15.4) Subject to Part 15.5, SW shall not be liable to the Customer for (a) any indirect, special or consequential loss or damage (b) loss of data or other equipment or property

(c) damage to the Customer's equipment or property (d) any loss arising as a result of any tampering with, or any device being fitted to the Meter by the Customer (e) economic loss or damage (f) incurring of liability for loss or damage of any nature suffered by third parties including in each case incidental and punitive damages (g) any loss of actual or predicted profit, interest, revenue, expected savings, business or damage to goodwill, howsoever caused, even if SW is advised in advance of the possibility of any losses or damages

15.5) Nothing in the Agreement shall operate so as to exclude or limit either party's liability (a) under Parts 9.7 and 13.12 (b) in respect of their payment obligations hereunder or (c) for fraud, death or personal injury caused by its negligence or any other liability that may not be excluded or limited as a matter of Applicable Law.

15.6) Subject to the rest of this clause 15, any liability under the Water and Sewerage Service Supply Contract or otherwise on the part of either Party shall be reduced to the extent that the other Party has itself caused or contributed to the same and, in the event of liability to any third party, the Party who has caused or contributed to that liability shall indemnify the other Party in respect of the same.

15.7) The Parties agree to use all reasonable endeavours to mitigate any loss, damage or injury to which they might be subject as a result of a breach of the Water and Sewerage Service Supply Contract or any Relevant Law by the other Party.

15.8) You accept that you have responsibility for the water and sewerage pipework in, on or under any Eligible Premises, including responsibility for any loss of water or for any water or sewerage 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 clause will transfer any risk we or the relevant water or sewerage Wholesaler have under any duty placed on us or on them by any law.

PART 16 – CONTRACT MANAGEMENT

In order to facilitate co-operation, communication and reporting, both parties will nominate a "Contract Manager who will be the key points of contact for the parties, and will oversee the obligations under the Agreement generally.

PART 17 – ASSIGNMENT AND SUB-CONTRACTING

17.1) The Customer may not transfer, change or deal in any other manner with the Agreement or its rights or any part of them under the Agreement, subcontract any or all of its obligations under the Agreement, or purport to do any of the same without SW's written permission.

17.2) SW has the right to assign the Agreement without the Customer's prior consent and may subcontract its obligations under this Agreement to any third party provided SW shall not be relieved of its obligations or liabilities by subcontracting its obligations.

PART 18 – CONFIDENTIALITY

18.1) Each party undertakes to keep confidential and not to divulge to any person (other than its officers and employees), without the prior consent of the other party, all information (written or oral) concerning the business and affairs of the other which were obtained or received during discussions leading up to entry into or during the course of the Agreement, except any information (a) subject to an obligation to disclose under law, or to any Competent Authority, by notice or otherwise or required to be disclosed to an Undertaker (b) already in its possession other than as a result of a breach of this Part 18

(c) in the public domain other than as a result of a breach of this Part 18 or (d) required to be disclosed in order to provide Water and/or Sewerage Services to the Customer or otherwise fulfil SW's obligations under the Agreement.

18.2) Each party undertakes to take all steps necessary to ensure compliance with the provisions of this Part 18 (Confidentiality) by its officers and employees and any other permitted receiving party

PART 19 – DISPUTES

19.1) Subject as may be provided elsewhere in the Agreement and including Part 19.3, all disputes, differences or questions arising in relation to the Agreement shall be referred in the first instance to the Contract Managers who acting in good faith shall meet together and attempt to settle the dispute between themselves within one (1) calendar month.

19.2) If the Contract Managers fail to resolve the dispute in accordance with Part 19.1, it shall be referred to the relevant senior manager of SW and the Customer, who acting in good faith shall meet together and attempt to settle the dispute between themselves within one (1) calendar month.

19.3) The disputes procedure in Parts 19.1 and 19.2 is without prejudice to the applicable disputes procedure provided by the relevant Codes and Industry Documents relating to the Premises which are the subject of the dispute.

PART 20 – VARIATION

20.1) Subject to Part 20.2, no variation or amendment to the Agreement shall be valid unless it is in writing and validly signed on behalf of each party.

20.2) SW may vary the terms of the Agreement without the consent of the Customer, from time to time, as a result of any amendment or addition to (a) SW's Water Supply and Sewerage Licences (b) the 1991, 2002, 2005 and or the 2014 Act (c) any Regulations (d) any Guidance or © the Customer Transfer Protocols.

20.3) SW shall give the Customer notice of any variation made in accordance with Part 20.2 within fourteen (14) days of such variation taking effect.

PART 21 – NOTICES

21.1) All notices to be given to a party under this Agreement shall be in writing in English and shall be marked for the attention of the Contract Manager and delivered by hand or sent by first class pre-paid post, facsimile transmission or e-mail to the address for each party as set out in the Agreement. A party may change such address by notice to

the other party in accordance with this Part 21.1.

21.2) A notice shall be treated as having been received if (a) delivered by hand between 9.00 am and 5.00 pm on a Working Day as referred to in Part 19.2(a) as "Working Hours" when so delivered and if delivered by hand outside Working Hours at 9.00 am on the next Working Day (b) sent by first class pre-paid post at 9.00 am on the second Working Day after posting if posted on a Working Day and at 9.00 am on the third Working Day after posting if not posted on a Working Day (c) sent by facsimile transmission during Working Hours, upon receipt by the sender of the facsimile transmission report that the facsimile has been successfully transmitted to the addressee and if sent after Working Hours shall be treated as having been received at 9.00 am on the next Working Day (d) sent by email during Working Hours, upon receipt by the recipient's receiving equipment and if sent after Working Hours shall be treated as having been received at 9.00 am on the next Working Day.

21.3) Where notice has been given to terminate the Agreement, the parties agree even if such notice may have been sent by facsimile or email, the terminating party shall also, on the same day as the facsimile or email notice is sent, send a copy of the notice by first class pre-paid post to the other party before such notice shall be deemed effective. **PART 22 – RIGHTS OF THIRD PARTIES**

Except as otherwise provided for in the Agreement, a person who is not a party to the Agreement shall have no rights to enforce any term of the Agreement under the Contracts (Right of Third Parties) Act 1999.

PART 23 – MISCELLANEOUS

23.1) Nothing contained in the Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties or to authorise either party to act as agent for the other, and no party shall have authority to act in the name, or on behalf of, or otherwise to bind the other in any way.

23.2) If any term or provision of the Agreement is held to be illegal or unenforceable in whole or in part under any enactment or rule of law, such terms or provision or part shall be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

23.3) The Agreement sets out the entire agreement between the parties and supersedes all prior agreements between the parties relating to the subject matter hereof.

23.4) In entering into this Agreement each party acknowledges it does not rely on any representation, warranty, collateral agreement or other assurance of any person (whether a party to the Agreement or not) not set out in this Agreement or the documents referred to in it. Each party waives all rights and remedies which, but for this Part 23.4, might otherwise be available to it in respect of any such representation, warranty, collateral agreement or other assurance. The only remedy available to any party in respect of any representation, warranty, collateral agreement or other assurance set out in this Agreement (or any document referred to in it) is for breach of contract under the terms of this Agreement (or the relevant document). Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

23.5) Failure to or delay in exercising any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing, refers expressly to this Part 23.5, is duly signed by or on behalf of the party granting it, and is communicated to the other party in accordance with Part 21 (Notices).

23.6) The rights and remedies of the parties in connection with this Agreement are cumulative and, except as expressly stated in this Agreement, are not exclusive of and may be exercised without prejudice to any other rights or remedies provided in this Agreement are cumulative and, except as expressly stated in this Agreement, are not exclusive of and may be exercised without prejudice to any other rights or remedies provided in this Agreement by law or equity or otherwise. Except as expressly stated in this Agreement (or in law or equity in the case of rights and remedies provided by law or equity) any right or remedy may be exercised wholly or partially from time to time.

23.7) Termination of the Agreement for any reason shall not affect any rights or liabilities accrued prior to termination or the coming into force of any term expressly or by implication intended to come into force or continue in force on or after termination. Without limitation, the parties intend the following provisions shall survive termination: Part 11 (Charges and Costs), 12 (Invoicing and Payment), 13 (Termination), 15 (Limitation of Liability), 19 (Disputes), this Part 23 (Miscellaneous) and 25 (Governing Law).

PART 24 – DISCONNECTION

24.1) SW shall comply with the Disconnection Document and all relevant Codes applying to a Premises which is to be disconnected or reconnected in accordance with the Agreement including this Part 24.

24.2) SW may request the Water Services to a Premises be temporarily disconnected if such disconnection is permitted under Applicable Law and where (a) the Customer does not pay amounts the Customer owes SW for the supply of Water Services to the Premises in accordance with Part 11 (b) the Customer denies SW access to the Meter at the Premises (c) the Customer refuses to provide appropriate security when requested by SW (d) SW suspect the Customer is breaking Scottish Water Byelaws where the Premises to be disconnected are located in Scotland or (e) the Customer asks SW to disconnect the supply temporarily, for example where the Premises is being refurbished.

24.3) SW may request the Sewerage Services to a Premises be temporarily disconnected if such disconnection is permitted under Applicable Law and the Sewerage Services include the supply of trade effluent services and where (a) the Customer does not pay amounts the Customer owes SW for the supply of Sewerage Services by the date set out Clause 11 the Customer refuses to provide appropriate security when requested by SW (c) SW suspects the Customer is in breach of its trade effluent consent or (d) the Customer asks SW to disconnect the supply temporarily, for example where the Premises is being refurbished.

PART 25 – RECONNECTION

25.1) If SW disconnects the supply of Water Services or Sewerage Services and trade effluent services, as permitted under Applicable Law (a) because the Customer has not paid SW, or has failed to give access to metering equipment or to provide appropriate security, then if the Customer asks SW to arrange for the supply to be reconnected, SW will do so if the Customer has corrected the situation which led SW to disconnect the Water and/or Sewerage Services (as applicable) and if the Customer has paid the appropriate reconnection fee (b) because the Customer has broken Scottish Water Byelaws or a trade effluent consent, then if the Customer asks SW to arrange for the supply to be reconnected, SW will do so if Scottish Water and/or the Scottish Environmental Protection Agency and/or the Environment Agency (as appropriate) is satisfied the Customer has corrected the situation and if the Customer has paid the appropriate reconnection fee (c) because the Customer asked SW to do so, then if the Customer ask SW to arrange for the Water and/or Sewerage Services (as applicable) to be reconnected, SW will do so if the Customer has paid the appropriate reconnection fee.

25.2) Any Service disconnected for longer than three months will be treated as a permanent disconnection due to the potential for deterioration in the condition of disconnected pipes and the Premises shall be removed from the Appendix and Part 13.12 shall apply unless the Customer applies for an appropriate new connection to the water and/or sewerage network under this Agreement within four months of such disconnection

PART 26 - COUNTERPARTS

26.1) The Letter may be executed in any number of counterparts and by the parties on separate counterparts, but will not be effective until each party has executed at least one counterpart.

26.2) Each counterpart, when executed, shall be an original, but all counterparts shall together constitute one and the same instrument.

PART 27 – GOVERNING LAW

27.1) The Agreement and any non-contractual obligation arising shall be governed by and interpreted in accordance with the laws of England and Wales unless the Agreement applies only to Premises located in Scotland and does not apply to any Premises located in England, in which event the Agreement shall be governed by Scottish Law.

27.2) Subject to Part 19 (Disputes) each party agrees to submit to the non-exclusive jurisdiction of (a) the English and Welsh Courts where English Law applies and (b) the Scottish Courts where Scots Law applies as regards any claim or matter arising under the Agreement.

27.3) Where the Agreement is governed by Scottish Law in accordance with this Part 27 the Terms and Conditions of Supply shall be amended as follows (a) Part 17.1 any reference to “Assignment” shall be replaced with “Assignment” (b) Part 22 shall be deleted and replaced with the following: - the Parties do not intend any term of this Agreement shall be enforceable by any person who is not party to this Agreement and without prejudice to the generality of the foregoing there shall not be created by this Agreement *a jus quaesitum tertio* in favour of any person whomsoever.”