

Veolia Water Retail (UK) Limited

Deemed Contract Terms and Conditions for supply of water and sewerage and other services for Retail Exit Customers in Tidworth



Term	3
Services	3
Charges for Services	4
Payment for Services	6
Metering and equipment	8
Rights of Access	10
Liability	11
Refundable Deposit	12
Disconnections	13
Reconnections	14
Termination	14
Data Protection	16
General	17
Definitions	19

1. Term

- 1.1. These terms and conditions (the “**Terms and Conditions**”), together with:
 - (a) the Scheme of Charges; and
 - (b) the Service Standards,(together the “**Deemed Contract**”) shall govern the supply of any Services by Veolia to the Customer and to any Eligible Premises in the Exit Area where there is no written contract in place.

- 1.2. The Deemed Contract will commence on:
 - 1.2.1. the Exit Date for Transferred Customers; or
 - 1.2.2. the date when a Property is registered to Veolia on CMOS and no other contract terms apply to the provision of the Services; or
 - 1.2.3. the date when any agreed contract in force between the Customer and Veolia for the provision of Services at a Property registered to Veolia on CMOS ceases to be in force;and will continue in force until terminated on the earlier of:
 - 1.2.4. completion of the registration of the transfer of the supply to a Property to another retailer on CMOS; or
 - 1.2.5. the agreement of alternative contract terms between the Customer and Veolia relative to a Property; or
 - 1.2.6. the Customer ceasing to be the owner or occupier of a Property, having given Veolia the required notice; or
 - 1.2.7. the deregistration of a Supply Point registered to Veolia on CMOS.

2. Services

- 2.1. Veolia will provide the Services to the Customer at the Property.
- 2.2. The Services may be interrupted by Veolia or the Wholesaler if:
 - 2.2.1. an event occurs which is beyond their reasonable control;
 - 2.2.2. there is an emergency event or actions are taken to prevent the occurrence, or limit the effects of, an emergency event;
 - 2.2.3. a drought order is made under the Water Resources Act 1991 which overrides this Deemed Contract;

- 2.2.4. a network event prevents or materially restricts the supply of the Services to the Property; or
- 2.2.5. the Wholesaler is performing maintenance.
- 2.3. Veolia will inform the Customer of any planned interruption to the supply of water to the Property, and the reason for the interruption, as soon as reasonably practicable after being notified by the Wholesaler. If there is an unplanned interruption to the supply of water to the Property, the Customer should contact the Wholesaler for further information.

3. Charges for Services

- 3.1. Details of the Charges, and the basis on which Veolia calculates the Charges are provided in the Scheme of Charges.
- 3.2. Veolia will review its Scheme of Charges at least once a year. Veolia will publish its revised Scheme of Charges on its website at www.veolia.co.uk/services/retail-water.
- 3.3. Veolia may charge the Customer, and the Customer will pay, the reasonable costs and losses, including administration charges and lost Charges (subject to any default maximum tariffs which may apply under the Market Regulations), incurred by Veolia or the Wholesaler in relation to any breach by the Customer of the Deemed Contract, including any costs and losses incurred in connection with:
 - 3.3.1. visiting a Property because the Customer has failed to keep to the Deemed Contract;
 - 3.3.2. debt recovery costs;
 - 3.3.3. the Customer not keeping an agreed appointment at a Property;
 - 3.3.4. the Customer not allowing access to a Property covered by the Deemed Contract;
 - 3.3.5. any unauthorised interference with a meter or metering equipment;
 - 3.3.6. any unauthorised removal of, obstruction of, or damage to, a meter or metering equipment;
 - 3.3.7. any unauthorised activity in connection with fitting a device to a meter or metering equipment.
- 3.4. The Customer shall reimburse Veolia any charges levied on Veolia by the Wholesaler in relation to the Customer.

- 3.5. The Customer shall be responsible for payment of all Charges incurred in relation to a leak in the supply to the Property (irrespective of whether such leak occurs inside or outside the Property) unless and until a leak allowance is granted by the Wholesaler (in its sole and unfettered discretion). Veolia shall support the Customer in its application for a leak allowance from the Wholesaler. If a leak allowance is granted by the Wholesaler, Veolia shall credit the Customer with those charges paid by the Customer to Veolia which have been paid or are payable by the Wholesaler to Veolia as part of the leak allowance payment.
- 3.6. Veolia accepts no liability to the Customer for the Customer's failure to secure any payment exemptions for which the Customer is eligible, and the award of any such payment exemptions to the Customer shall have no retrospective effect on charges paid or payable by the Customer to Veolia.
- 3.7. The Customer shall pay Veolia an administration charge if the Customer asks Veolia to supply duplicate invoices where original invoices have already been sent to the Customer.
- 3.8. All Charges will also have applicable UK tax or duty charged on them, including VAT at the current rate.
- 3.9. If Veolia offers the Customer any non-primary services, Veolia will explain Veolia's charges and payment terms for those non-primary services in advance of billing.
- 3.10. If regulatory changes or changes in law adversely impact the economic basis on which Veolia offers any of the Services on the terms set out in the Deemed Contract, or if the Wholesaler changes its charges, Veolia shall be entitled to amend the terms of the Deemed Contract at any time on or after the date on which any such change takes effect, so that Veolia is put in the same economic position as it would have been had the regulatory change or change in law or Wholesaler changes in charges not occurred. A regulatory change includes a determination or any other regulatory action by Ofwat.
- 3.11. Veolia shall give not less than one month's notice on its website of any such amended terms. If the Customer does not wish to continue with the Deemed Contract on such amended terms, the Customer may terminate the Deemed Contract provided that, at the date of termination, the Customer has no overdue invoices.

4. Payment for Services

- 4.1. As soon as practicable after the end of each Billing Period, Veolia shall deliver to the Customer an invoice showing the amount payable under the Deemed Contract, which shall be paid by the Customer via BACS or direct debit unless the Customer is a Transferred Customer in which case, pursuant to the Exit Regulations, the Customer is entitled to be billed by the same method and to pay by the same method as immediately before the Exit Date. The invoice shall comply with the Minimum Information Requirements.
- 4.2. Veolia will bill on the following basis:
 - 4.2.1. if a Property is metered, bills for Services will be based on meter readings or estimated meter readings.
 - 4.2.2. if a Property does not have a meter the Customer can ask for a meter to be installed at the Property. Bills for water and waste water services will then be based on meter readings or estimated meter readings. If it is not possible to install a meter, Veolia will follow the Wholesaler's methodology for charging.
 - 4.2.3. any bills for trade effluent services will follow the Wholesaler's methodology for charging.
 - 4.2.4. if Veolia installs AMR, bills for Services may be based on automated meter readings. However, Veolia shall carry out periodic checks based on a manual reading.
 - 4.2.5. if a Property does not have a meter, bills for Services will be based on the Wholesaler's charging methodology.
 - 4.2.6. if one meter serves more than one Property, Veolia will follow the Wholesaler's charging methodology.
 - 4.2.7. Charges for Property drainage and roads drainage will follow the Wholesaler's charging methodology.
- 4.3. The payment terms will be 21 days from the date of issue of the invoice unless the Customer is a Transferred Customer, in which case payment terms will be as specified on the invoice. In the event that the Customer disputes part of an invoice, the Customer must pay Veolia the undisputed amount.
- 4.4. If the Customer disputes all or part of a bill based on whether particular Services referred to in the bill are being provided in whole or in part, Veolia will instruct the Wholesaler to verify whether such disputed Services are or are not being provided. If the Services are verified as being provided then Veolia may recover

from the Customer the verification costs which it has to pay the Wholesaler, plus an administration charge.

- 4.5. If any Charges are outstanding from the date of the first reminder or if all or any part of a disputed amount withheld by the Customer is subsequently agreed or determined to be payable to Veolia, Veolia can charge the Customer interest from the date payment was due, in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998, on those Charges or the disputed amount (as applicable).
- 4.6. If the Customer does not pay bills as agreed, Veolia will follow the procedures required by section 61 of the Water Industry Act 1991 and the Market Regulations. Veolia can also require the Customer to pay using another payment method, including pre-payment and/or provision of a deposit.
- 4.7. If the Customer has chosen to pay by direct debit, Veolia will be entitled, every month or over longer periods, to change the amount the Customer owes to reflect the value of the amounts Veolia has billed for under clause 4.2. (Veolia does not have to give the Customer notice to do this beyond the requirements of the direct debit guarantee and the change will take place immediately.) If the Customer's bank fails to honour a payment because the Customer does not have enough money in its account, Veolia may change the payment arrangements immediately. The Customer will then be legally responsible for paying all Services supplied in line with the new payment arrangements, together with all other costs Veolia has to pay in connection with the new arrangements.
- 4.8. If Veolia supplies the Customer with both water and sewerage services and the Deemed Contract terminates or is terminated in respect of either Service, the Customer will pay the relevant Charges for the supply of that Service which continues.
- 4.9. Payments received from the Customer shall be applied to accounts and interest charges in the order in which they were issued or made. If Veolia supplies the Customer with more than one service and the Customer does not specify what a payment relates to, Veolia will allocate the amount equally between Charges for all Services supplied.
- 4.10. Veolia can send the Customer a bill or adjust any bill Veolia has already sent to the Customer if:
 - 4.10.1. the Customer lets Veolia know about any reassessment of the rateable value of a Property resulting from any change of use, extension or addition to that Property;

- 4.10.2. Veolia becomes aware of any reassessment;
- 4.10.3. Veolia becomes aware that the Customer owns, leases or otherwise uses a Property for which the Customer has not paid Charges for Services which Veolia has supplied to that Property;
- 4.10.4. a billing error is identified; or
- 4.10.5. any other changes to the applicable charging parameters occur in the market.

In respect of any period in which Veolia supplied Services, Veolia can adjust a bill back to the date of any reassessment of rateable value or to the date on which the Customer began occupying the Property (as the case may be), whichever is later, or to such date as mandated by the scheme of charges applicable to the Wholesaler or the Market Regulations.

5. Metering and equipment

- 5.1. The meter and metering equipment will be provided by and remain the property of the Wholesaler. The Customer must not remove the meter or any metering equipment. If the Customer wishes to install other metering equipment the Customer must obtain Veolia's prior written consent.
- 5.2. The Customer must take reasonable care to ensure that the meter and metering equipment is not interfered with, obstructed or damaged in any way (including damage by frost). The Customer is aware that unauthorised tampering with a meter is an offence under section 175 of the Water Industry Act 1991 and carries a fine if the Customer is convicted of the offence.
- 5.3. If the Customer wishes to fit any device to a meter or metering equipment, including a data logger, the Customer must request this through Veolia. All data loggers must be installed by a supplier who is approved by Veolia and accredited to install and maintain data loggers on meters or metering equipment.
- 5.4. If a Property is metered, Veolia may request meter readings from the Customer. If the Customer agrees to provide a meter reading and then fails to do so, upon request, the Customer will allow Veolia (or one of Veolia's agents) to take a meter reading.
- 5.5. The Customer hereby gives Veolia authority to make any arrangements reasonably required in connection with the Services, on the Customer's behalf, including, but not limited to: installing, maintaining, testing, repairing, replacing, removing, disconnecting and reconnecting meters and metering equipment. If

consent from a third party is required in order for Veolia to carry out any work in connection with the Services, the Customer hereby agrees to obtain such consent (and to be responsible for any costs involved in obtaining such consent). Upon request, the Customer shall provide evidence of such consent.

- 5.6. If a meter or metering equipment is damaged by frost (where the meter is installed internally within a Customer's premises), or by any device installed by the Customer, or is damaged by anyone other than the Wholesaler or Veolia's employees or agents, the Customer shall, subject to clause 5.8, reimburse Veolia in respect of any losses Veolia suffers as a result of that damage, including the cost of replacement or repair of the meter or metering equipment. Once the meter has been replaced or repaired, the Wholesaler will calculate the consumption for the period where the meter was not recording correctly. Veolia will then issue a credit or invoice for the difference between the estimated charges and the Wholesaler's calculation as appropriate.
- 5.7. Where a meter stops working due to mechanical failure or electrical fault, or where a meter fails an accuracy test, Veolia shall be entitled to estimate the metered water consumption for the period in which the meter has not recorded accurately. The estimate of metered consumption shall be used for billing. Once the meter has been replaced, the Wholesaler will calculate the consumption for the period where the meter was not recording correctly. Veolia will then issue a credit or invoice for the difference between the estimated charges and the Wholesaler's calculation as appropriate.
- 5.8. Where a meter is installed outside the boundary of the Property, the Customer's liability to Veolia shall be restricted to those losses Veolia suffers as a result of damage caused by any device installed by the Customer, including the cost of replacement or repair of the meter or metering equipment.
- 5.9. Notwithstanding the terms of clauses 5.6 and 5.8 above, Veolia is not responsible for:
 - 5.9.1. any faults in a meter or metering equipment which Veolia, or the Wholesaler, do not own or have not provided, or for any resulting loss, cost, damage or injury; or
 - 5.9.2. any faults in a meter or metering equipment resulting from the Customer fitting any device to or tampering with that meter or metering equipment;
 - 5.9.3. any loss, cost, damage or injury resulting from the Customer fitting any device to or tampering with a meter or metering equipment; or

- 5.9.4. any loss, cost, damage or injury resulting from installing a meter or metering equipment, unless the meter or metering equipment is installed by Veolia or Veolia's employees or agents.

6. Rights of Access

- 6.1. The Customer will allow Veolia, the Wholesaler and any contractor, agent or representative of Veolia or the Wholesaler to enter a Property at all reasonable times and to have safe and unrestricted access to meter(s), metering equipment and associated pipe-work at such Property for the purpose of exercising any of Veolia's rights under the Deemed Contract. These rights include:
 - 6.1.1. taking water quality samples;
 - 6.1.2. sampling or monitoring trade effluent;
 - 6.1.3. doing anything in connection with a meter, metering equipment and associated pipework, including but not limited to reading, inspecting, testing, repairing, exchanging, installing, disconnecting, removing or reconnecting a meter, metering equipment or associated pipework;
 - 6.1.4. disconnecting the Customer's supply;
 - 6.1.5. disconnecting the supply of another customer with whom the Customer shares that supply;
 - 6.1.6. getting back the meter or other equipment Veolia or the Wholesaler own (if the Customer stops receiving a supply from Veolia);
 - 6.1.7. inspecting or testing a meter or connection not owned or provided by or for Veolia or the Wholesaler; and
 - 6.1.8. allowing Veolia to keep to the Market Regulations.
- 6.2. If Veolia exercises Veolia's rights of entry under clause 6.1, Veolia and Veolia's invitees, contractors, agents or representatives shall comply with any reasonable requirements the Customer may specify in relation to site security and health and safety. The Customer's obligations under clause 6.1 shall apply to any location which Veolia may have to enter for the purpose of exercising Veolia's rights under the Deemed Contract even if Veolia is not supplying Services to that location under the Deemed Contract.
- 6.3. If Veolia's agents, contractors or representatives visit a Property by prior appointment and they are unable to gain access, or if they visit a Property without prior appointment during working hours and they are unreasonably

denied access, Veolia reserves the right to recover from the Customer all reasonable charges associated with that visit.

- 6.4. Veolia can have access at any time if there is danger to life, health, the environment or property in connection with the supply or Veolia needs access by law.
- 6.5. If access to a Property required by this Deemed Contract is denied by the Customer, Veolia may seek, or instruct the Wholesaler to seek, a court order to allow access and Veolia may recover from the Customer all reasonable costs associated with applying for and obtaining such court order, including such costs as Veolia is liable to pay to the Wholesaler.

7. Liability

- 7.1. Veolia shall achieve the standards set out in the Service Standards. If Veolia fails to meet those standards, then subject to clause 7.7, Veolia will pay the Customer compensation in line with the Service Standards. The liability of Veolia for any failure to achieve a Service Standard shall be limited to payment of the relevant compensation specified in the Service Standard.
- 7.2. Notwithstanding any other provisions of the Deemed Contract, nothing in the Deemed Contract shall exclude or limit Veolia's liability to the Customer for death or personal injury resulting from Veolia's negligence or that of any of Veolia's officers, employees or agents, for fraud or fraudulent misrepresentation, or where such exclusion or limitation is not permitted by law.
- 7.3. Subject to clauses 7.1 and 7.2, neither Veolia, nor Veolia's officers, employees or agents, will be liable to the Customer in contract, tort (including negligence, nuisance and breach of statutory duty), under statute or otherwise for any:
 - 7.3.1. economic or financial loss, business interruption, loss of profit, loss of revenue, loss of use, loss of business opportunity, loss of anticipated savings, loss of agreement or goodwill, whether direct or indirect;
 - 7.3.2. indirect or consequential loss;
 - 7.3.3. loss resulting from the Customer's liability to any other person;
 - 7.3.4. loss resulting from loss, corruption or damage to any computer or electronically stored data or any operating systems, computer programs, interfaces or other software; or

- 7.3.5. other loss or damage (including for lack of, or defective quality of, water) except loss of or physical damage to property caused by Veolia's negligence or deliberate misconduct.
- 7.4. Except as set out in the Service Standards, the maximum liability of Veolia to the Customer for loss or damage caused to the Customer for any act or failure to act by the Wholesaler is the amount (if any) that Veolia is entitled to recover from the Wholesaler.
- 7.5. So far as it excludes liability, this clause 7 overrides any other provision of the Deemed Contract (except where otherwise expressly provided) and this clause 7 shall survive termination of the Deemed Contract.
- 7.6. Subject to clause 7.2, Veolia's total liability to the Customer whether in contract, tort (including negligence, nuisance and breach of statutory duty), statute, or otherwise under or in connection with this Deemed Contract shall be limited to the lower of either: (i) the total Charges paid by the Customer to Veolia in the twelve (12) month period prior to liability arising under this Deemed Contract; or (ii) fifty thousand pounds (£50,000).
- 7.7. Veolia shall not be in breach of the Deemed Contract or otherwise liable by reason of any delay in performance or non-performance of any of its obligations under the Deemed Contract (including its obligation to achieve the Service Standards) to the extent that such delay or non-performance is caused by any events or circumstances beyond Veolia's reasonable control.

8. Refundable Deposit

- 8.1. At any time, Veolia may ask the Customer to pay a refundable deposit. If Veolia does this, Veolia will explain the reason why Veolia is asking for it and the purpose for which Veolia will use it. The Customer must pay the refundable deposit within 14 days of Veolia's request.
- 8.2. Veolia will hold, and repay, any refundable deposit in the way explained in Veolia's request to the Customer. However, Veolia can use the Customer's refundable deposit, including any interest, to pay charges the Customer owes under the Deemed Contract.

9. Disconnections

- 9.1. Veolia may request the Wholesaler to, or the Wholesaler may, temporarily disconnect the Customer's supply of Services to a Property if:
 - 9.1.1. the Customer does not pay an amount properly due for Services;
 - 9.1.2. the Customer does not comply with the law;
 - 9.1.3. the Customer asks Veolia to disconnect the Customer's supply on a temporary basis;
 - 9.1.4. disconnection is required in order to perform works on the network; or
 - 9.1.5. disconnection is required in order to prevent contamination.
- 9.2. Veolia may request the Wholesaler to, or the Wholesaler may, permanently disconnect the Customer's supply to a Property if:
 - 9.2.1. the Customer illegally uses water (the Customer's supply of water services will be disconnected);
 - 9.2.2. the Customer illegally uses sewerage services (the Customer's supply of any trade effluent services will be disconnected);
 - 9.2.3. the Customer asks Veolia to disconnect the Customer's supply on a permanent basis; or
 - 9.2.4. Veolia has disconnected the Customer on a temporary basis for three months or more, in which case the disconnection automatically becomes permanent.
- 9.3. For any disconnections Veolia must follow the requirements of the Water Industry Act 1991 and the Market Regulations and will issue a Disconnections Warning Notice where required.
- 9.4. If Veolia disconnects the Customer's water supply or supply of trade effluent services temporarily, the Customer must pay the appropriate disconnection charge.
- 9.5. If Veolia permanently disconnects a Property, Veolia's agreement with the Customer for that Property will end at the date of disconnection, apart from Charges and responsibilities due at that time, including the appropriate disconnection charge and any other costs incurred.
- 9.6. The Customer shall indemnify Veolia for any costs incurred by Veolia in undertaking a permanent disconnection at the Customer's Property.

10. Reconnections

- 10.1. If Veolia has disconnected the Customer's supply of water services or trade effluent services to a Property, the Customer can request to be reconnected subject to the following:
 - 10.1.1. if the Customer's supply was disconnected on a temporary basis due to non-payment or denying access to a water meter, Veolia will reconnect the Customer's supply provided the situation leading to disconnection has been dealt with and the Customer has paid the appropriate reconnection fee;
 - 10.1.2. if the Customer's supply was disconnected on a temporary basis for not keeping to the Water Supply (Water Fittings) Regulations 1999, any other law or any consent needed for trade effluent, Veolia will reconnect the Customer provided the Wholesaler is satisfied that the problem has been sorted out and the Customer has paid the appropriate reconnection fee;
 - 10.1.3. if the Customer's supply was disconnected on a temporary basis at the Customer's request, Veolia will reconnect the Customer provided it has paid the appropriate reconnection fee; and
 - 10.1.4. if the Customer's supply was disconnected on a permanent basis, the Customer must apply for a new connection to the water or sewerage network.
- 10.2. If following a temporary disconnection of the Customer's supply the Customer, without appropriate authority, procures or allows a physical reconnection to be carried out then the Customer shall be liable for the charges for all of the Services used following that connection and for all costs incurred by the Wholesaler and Veolia associated with the illegal connection.

11. Termination

- 11.1. The Deemed Contract can be ended, or any Property supplied changed, only in line with clause 1.2.6 or this clause 11.
- 11.2. If at any time the Customer ceases to be the owner or occupier of any Property and wishes to end the Deemed Contract, then the Customer must terminate the Deemed Contract with respect to such Property by giving at least fourteen (14) days prior written notice to Veolia, such notice to specify the date of termination (being not earlier than the date of cessation of ownership or occupation).

- 11.3. If the Customer ceases to own or occupy a Property and does not give Veolia notice in accordance with clause 11.2, then, without prejudice to any other rights Veolia has under the Deemed Contract, Veolia may require the Customer to continue to be liable to Veolia for the Charges in relation to that Property until such time as Veolia:
- 11.3.1. is notified that the Customer is not in occupation of (or does not own) that Property; or
 - 11.3.2. Veolia becomes aware that another person has taken a supply at that Property.
- 11.4. The Customer may end the Deemed Contract for any Property if the Customer agrees alternative terms and conditions for the supply of water and sewerage services to the Property (the “New Contract”) with Veolia or another retailer. In the case of a New Contract with Veolia, the Deemed Contract will end when the New Contract takes effect. In the case of a New Contract with another retailer, the Deemed Contract will end when the registration of the transfer of the supply to the Property to the other retailer in CMOS is completed.
- 11.5. If the Customer does not give Veolia an accurate final meter reading, the Customer may be legally responsible for the difference between the meter reading upon which Veolia based the final bill, or the final estimated bill, and the next meter reading.
- 11.6. If Veolia disconnects the Customer’s supply permanently in line with clause 9.2, the Deemed Contract will end on the date of disconnection.
- 11.7. This Deemed Contract will terminate automatically if Veolia is not permitted to continue to provide the Services because to do so would infringe the terms of its licence or other regulatory conditions or constraints or if Ofwat appoints a supplier of last resort in respect of the Supply Point.
- 11.8. 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 the Customer or over all or any of the Customer’s assets, the Deemed Contract will end on the date of their appointment.
- 11.9. If the Deemed Contract ends for any reason:
- 11.9.1. Veolia will not lose any rights which Veolia has already gained;
 - 11.9.2. Veolia will no longer have to provide Services to the Customer;
 - 11.9.3. All sums due to Veolia shall become immediately due and payable; and

- 11.9.4. If, following settlement of all sums due to Veolia, there remains any part of a Customer's refundable deposit, such amount shall be repaid to the Customer.
- 11.10. The Customer acknowledges and agrees that it may not terminate this Deemed Contract and/or switch retail water supplier if, at the date of purported termination, the Customer has any overdue invoices.
- 11.11. No termination fees will be payable by the Customer on termination of this Deemed Contract.

12. Data Protection

- 12.1. For purposes of the Data Protection Legislation, Veolia will be the Data Controller. Veolia will comply with applicable Data Protection Legislation.
- 12.2. Veolia may monitor and/or record communications with the Customer (including telephone conversations and emails) to confirm the Customer's identity, ensure security, help maintain service quality and for training purposes.
- 12.3. Information the Customer provides to Veolia or Veolia's agents or contractors may be used by Veolia and/or given to and used by other companies in Veolia's group of companies, Veolia's agents and/or Veolia's contractors:
 - 12.3.1. to identify the Customer when the Customer makes enquiries or to contact the Customer through mail, telephone or other electronic means;
 - 12.3.2. to help administer any accounts, services and products provided by Veolia to the Customer;
 - 12.3.3. to help Veolia detect fraud or loss;
 - 12.3.4. to inform the Customer about services and products which may be of interest to the Customer (if the Customer has consented to Veolia doing so);
 - 12.3.5. to comply with obligations to regulatory organisations (such as Ofwat);
 - 12.3.6. to protect the health and safety of the public in an emergency or in the interests of national security; and
 - 12.3.7. for purposes described in Veolia's Privacy Policy (www.veolia.co.uk/privacy-policy).
- 12.4. Veolia may transfer the Customer's data to countries outside of the European Economic Area for purposes of managing the Customer's account provided that appropriate safeguards are in place.

13. General

- 13.1. Veolia can review and amend the Deemed Contract at any time and any amendment shall apply from the date that Veolia indicates that the amendment takes effect. Any material amendments to the Deemed Contract will be published on Veolia's website (www.veolia.co.uk/services/retail-water) which will constitute notice to the Customer. The Customer agrees that if the Customer continues to receive the Services, the Customer will be deemed to have accepted the amended Deemed Contract, which will apply to the provision of the Services from the date of notification.
- 13.2. As well as the Customer's obligations under the Deemed Contract, the Customer agrees that the Customer will keep to any laws, permits and consents which apply to the Customer in relation to the Services including:
 - 13.2.1. trade effluent consents;
 - 13.2.2. Wholesaler (or accredited third party) terms and conditions for meter or metering equipment at the Property; and
 - 13.2.3. any other relevant laws, permits and consents.
- 13.3. Veolia is not the agent of the Wholesaler and has no authority to bind the Wholesaler or incur any liability on the Wholesaler's behalf.
- 13.4. The Customer will become the owner of and responsible for the water supplied to the Customer at the Connection Point. However, nothing in this clause 13.4 will transfer any risk Veolia or the Wholesaler has under any duty placed on Veolia or on the Wholesaler by any law.
- 13.5. The Customer accepts that the Customer has responsibility for the water and waste water pipe-work 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 pipe-work.
- 13.6. The Customer warrants that each Property is used solely for the purpose of any trade, business or profession. The Customer agrees to let Veolia know about any change to any Property, or to how it is used, that would result in it no longer being an Eligible Premises. The Customer also agrees that the Customer will let Veolia 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.
- 13.7. In providing the Services to the Customer Veolia shall comply with the Market Regulations and the Complaints Handling Procedure. The Customer shall

- provide Veolia with such information as Veolia may reasonably request in order to comply with the Market Regulations or address a complaint.
- 13.8. The Customer may not legally transfer or subcontract any of its rights or responsibilities under the Deemed Contract to any other person without Veolia's written consent. Veolia may transfer or subcontract any of Veolia's rights or responsibilities to another supplier without the consent of the Customer.
- 13.9. No failure by Veolia to exercise or any delay in exercising any right, power, privilege or remedy under the Deemed Contract shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part. No single or partial exercise of any right, power, privilege or remedy under the Deemed Contract shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.
- 13.10. Each provision of the Deemed Contract shall be construed as a separate and severable term. If any provision is held to be invalid, unlawful or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 13.11. No third party shall have the right to enforce any term of the Deemed Contract under the Contracts (Rights of Third Parties) Act 1999.
- 13.12. Veolia may serve any notice in connection with the Deemed Contract by leaving it at the Customer's last known address or place of business (in the case of a company, at its registered office) or at any Property covered by the Deemed Contract, in each case addressed to the Customer, or by post addressed to the Customer at any Property covered by the Deemed Contract, or by email to the Customer's last known email address.
- 13.13. The Customer may serve any notice in connection with the Deemed Contract by leaving it at, or posting it to Veolia Water Retail (UK) Limited's registered office address from time to time, for the attention of the Company Secretary.
- 13.14. The Deemed Contract (and any non-contractual obligations arising out of or in connection with it) shall be construed and implemented in accordance with English law, and the Customer and Veolia shall submit to the exclusive jurisdiction of the English courts to settle any dispute arising out of or in connection with the Deemed Contract (including any non-contractual obligations arising out of or in connection with the Deemed Contract).

14. Definitions

In the Deemed Contract:

“**AMR**” means an automated meter reading device which provides remote meter reading data to Veolia.

“**Billing Period**” means quarterly.

“**Business day**” means any day other than a Saturday or Sunday or a bank holiday in England under the Banking and Financial Dealings Act 1971.

“**Charges**” means charges for Services provided by Veolia under the Deemed Contract.

“**Charging Rules**” means the rules made by Ofwat which regulate various charges that undertakers are allowed to impose on various parties.

“**CMOS**” means the Central Market Operating System used for the non-household market.

“**Complaints Handling Process**” means the complaints handling process that Veolia has in place in accordance with Condition 10 of the Customer Protection Code of Practice.

“**Connection Point**” means, 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.

“**Customer**” means:

- i) any owner or occupier of Eligible Premises which were transferred to Veolia as the Acquiring Licensee (as defined in the Retail Exit Code) (a “**Transferred Customer**”); or
- ii) any owner or occupier of Eligible Premises registered to Veolia on CMOS where no other contract terms apply to the provision of the Services.

“**Customer Protection Code of Practice**” means the code of practice issued by Ofwat to place obligations on retailers to protect non-household customers, as updated from time to time.

“**Data Protection Legislation**” means all statutes, secondary legislation and regulations pertaining to data protection in force in England as amended, updated, reinstated or replaced from time to time.

“**Deemed Contract**” has the meaning set out in clause 1.

“**Disconnection Warning Notice**” means the notice that Veolia has to send to the Customer in certain circumstances before Veolia may disconnect the Customer’s supply.

“**Eligibility Guidance**” means:

- i) any guidance issued by Ofwat under paragraph 10(1) of schedule 2A or paragraph 4 of schedule 2B of the Water Industry Act 1991 in relation to the factors that are, or are not, to be taken into account in determining the extent of any particular premises; and/or
- ii) any regulations made by the Secretary of State or the Welsh Ministers (as appropriate) under section 17C(3) of the Water Industry Act 1991 as to the circumstance or factors which relate to the use of any premises; and/or
- iii) together with any further guidance as to the identification or designation of a customer and/or premises which the Secretary of State or the Welsh Ministers (as appropriate), Ofwat or the Market Operator may issue from time to time.

“**Eligible Premises**” means premises other than Household Premises and which may be identified as eligible premises in light of any Eligibility Guidance.

“**Exit Area**” means the area of appointment of Veolia Water Projects Limited that has exited the retail market in accordance with the Exit Regulations.

“**Exit Date**” means 1 October 2022.

“**Exit Regulations**” means The Water and Sewerage Undertakers (Exit from Non-Household Retail Market) Regulations 2016.

“**Household Premises**” means premises in any part of which, a person has their home and whose principal use is a home and which may be identified as such in light of any Eligibility Guidance.

“**Instrument of Appointment**” means the document authorising an undertaker to operate a water and/or sewerage network in a specified area, subject to conditions contained in the relevant instrument.

“Market Arrangements Code” means the non-statutory code, established by conditions in Water Supply and Sewerage licences and Instruments of Appointment, which establish how the market will operate, including the panel to help oversee the codes of practice and any changes to these.

“Market Operator” means the company established to exercise certain central market functions and appointed pursuant to section 3.2 of the Market Arrangements Code.

“Market Regulations” means the Water Supply and Sewerage Licence, the Market Arrangements Code, the Charging Rules, the Wholesale-Retail Code, the Retail Exit Code and the Customer Protection Code of Practice.

“Minimum Information Requirements” has the meaning given to it in the Customer Protection Code of Practice.

“Ofwat” means the economic regulator of the water sector in England and Wales. 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.

“Property” means Eligible Premises that the Customer owns, leases or otherwise occupies.

“Retail Exit Code” means the Retail Exit Code issued by Ofwat pursuant to Regulation 30 of the Exit Regulations.

“Scheme of Charges” means the charges published by Veolia based on the relevant Wholesaler’s scheme of charges published under section 143 of the Water Industry Act 1991 together with Veolia’s percentage margin (which percentage margin will not exceed the maximum percentage margin permitted to be charged under the Retail Exit Code).

“Services” means any and all of the water and sewerage services (including but not limited to waste water, property drainage, roads drainage and trade effluent services) and meter services and any other services provided by Veolia to any Property, and **“Service”** shall mean any one of them.

“Service Standards” means the document of that name most recently issued by Veolia prior to the commencement of the Deemed Contract, as may be updated and/or reissued by Veolia

from time to time, providing information about Veolia's service standards for the supply of water and sewerage services to Eligible Premises.

"Supply Point" means in terms of water services or sewerage services, the supply point for a Property which is registered to Veolia for providing water services or sewerage services.

"Transferred Customer" has the meaning set out in paragraph (i) of the definition of "Customer".

"Veolia" means Veolia Water Retail (UK) Limited registered in England with company number 06774861 and having its registered office at 210 Pentonville Road, London, N1 9JY.

"Water Supply and Sewerage Licence" means the document authorising Veolia to supply water and/or sewerage services to eligible non-household customers.

"Wholesaler" means the relevant licensed water company appointed pursuant to an Instrument of Appointment.

"Wholesale-Retail Code" means the code of that name issued by Ofwat under sections 66DA and 117F of the Water Industry Act 1991, as amended from time to time, which sets out the rules (including business terms, operational terms and market terms) which apply to agreements between undertakers and licensees.