



A joint venture between



## **Scheme of standard terms and conditions**

### **Deemed Contract Anglian Water Business (National) Limited**

#### **1. General**

- 1.1. This Deemed Contract is made in accordance with Ofwat's Retail Exit Code, Ofwat's Customer Protection Code of Practice for non-household retailers, Regulation 29 of the Exit Regulations and in compliance with the relevant industry codes.
- 1.2. In conjunction with our Charges Scheme (published on our website) it constitutes the agreement between Anglian Water Business (National) Limited ("we/us") and the Customer ("you") for the supply of retail water and/or sewerage services and related services ("Services") to an Eligible Premises.
- 1.3. The terms of this Deemed Contract apply to you if you are the owner or occupier of an Eligible Premises and receive water and/or sewerage services at those Eligible Premises but have not entered into a formal negotiated retail supply agreement with us for those services. These terms can be varied at any time and will be published on our website. You will be notified of material changes, in particular, if you are a Micro-business, we will notify you of key information as set out in Ofwat's Customer Protection Code of Practice for non-household retailers.
- 1.4. This Deemed Contract is governed by English law. Anglian Water Business (National) Limited's registered number is 3017251.
- 1.5. You can contact us using the details on our website:  
<https://www.anglianwaterbusiness.co.uk/contact-us/>

#### **2. Eligible premises**

- 2.1. As a licensed retailer, we only provide retail water and/or sewerage services to Eligible Premises, as defined below. You shall promptly notify us of any changes to the property or use of the property that may result in it no longer being an Eligible Premises.

#### **3. Duration**

- 3.1. This Deemed Contract is subject to the termination provisions and disconnection rights. It shall commence either at market opening, on termination of a negotiated retail supply agreement or upon the successful transfer of your Supply Point(s) to us but with no negotiated retail supply agreement in place. You may end this Deemed Contract at any time by entering into a negotiated retail water and/or sewerage supply agreement with us, or a successful transfer of the Supply Points(s) to another licensed retailer takes place.

#### **4. Charges**

- 4.1. The charges for retail water and/or sewerage services supplied to you at the commencement of this Deemed Contract are set out in our Charges Scheme (published on our website).
- 4.2. In accordance with Ofwat's Retail Exit Code, the following restrictions apply to the charges that can be levied:
- 4.3. For a 'Transferred Customer' (defined as the owner or occupier of an Eligible Premises which were transferred to us as part of the Retail Exit process) our charges do not exceed the charges that would have been payable by you on the Exit Date had you been able to remain with Anglian Water Services as your supplier.
- 4.4. For 'Eligible Exit Area Customers' (defined as the owner or occupier of an Eligible Premises in a Retail Exit area where the premises were not transferred as part of the Retail Exit process, for example because the previous contract has now expired) who are SMEs, our charges do not exceed the charges that would have been payable by you on the Exit Date had you been supplied by Anglian Water Services in accordance with its Charges Scheme.
- 4.5. For 'Eligible Exit Area Customers' (defined as the owner or occupier of an Eligible Premises in a Retail Exit area where the premises were not transferred as part of the Retail Exit process, for example because the previous contract has now expired) who are not SMEs, our charges must be reasonable, with no undue preference or undue discrimination shown compared with any of our other customers of the same customer class.
- 4.6. We are allowed to adjust our charges each year in accordance with Ofwat's determination of price controls as published by Ofwat on 16 December 2016 ("the Permitted Adjustment"). Charges will be reviewed annually and changes will apply from 1 April in the relevant year.

## **5. Customer obligations**

- 5.1. You shall promptly notify us of any changes to the property or to the use of the property that may result in it no longer being an Eligible Premises.
- 5.2. You shall promptly notify us if you are using a third party to act on your behalf and provide us with written confirmation in the form of a "Letter of Authority" that:
  - (a) the named third party is acting on your behalf;
  - (b) the extent of the third party's authority; and
  - (c) how the third party's fees are being paid.
- 5.3. You shall promptly notify us of any significant change in your anticipated demand so that we can meet our obligations under the Wholesale Retail Code.
- 5.4. You shall ensure that the water and sewerage pipework and fittings for which you are responsible shall at all times comply with all legal and regulatory requirements and any reasonable requirements made by us.
- 5.5. You shall comply with any laws, permits and consents which apply in relation to the Services provided by us. This includes without limitation any trade effluent consents, bye-laws and, to the extent that they are applicable, any Wholesaler's terms and conditions in relation to any meter at the property. You shall use all reasonable endeavours to promptly notify us in the event that you become aware that you are in breach of any consents or bye-laws.
- 5.6. You shall take such steps as we may from time to time reasonably require to prevent any contamination of water supplied.
- 5.7. If you fail to comply with any of your obligations, we may recover our reasonable costs in addition to the charges for the Services.

- 5.8. You agree to provide us with all such information and assistance as we may reasonably require to enable us to perform our obligations under this Deemed Contract or in respect of any legal, market or regulatory requirements. You agree that any information requested by us which is needed for the operation and administration of this Deemed Contract will be accurate.
- 5.9. You consent to personal data about you being stored and processed by us and our affiliated companies for the purposes of credit control and fraud prevention, and for the normal processing of your account. We may record or monitor telephone calls from or to you for training and/or security purposes.
- 5.10. You may not assign or transfer this Deemed Contract without our prior written consent. We may transfer any of our rights or obligations under this Deemed Contract to another licensed retailer, subject to the retailer meeting conditions and the consent of the Wholesaler in accordance with the Wholesale Contract.
- 5.11. Title to and risk in the water supplied (including risk of loss and risk of flooding) shall pass to you at the Connection Point. Subject to the terms of the Guaranteed Standards Scheme (GSS), you will be reimbursed up to a limit against flooding from sewers.

## **6. Guaranteed Standards Scheme (GSS)**

- 6.1. We work hard to ensure that you receive a consistently high level of service and we monitor our performance very carefully. Our GSS sets out a number of specific circumstances where you may be entitled to receive a payment if either we or a Wholesaler fails to meet certain standards. These are set out under the GSS Regulations.
- 6.2. Some standards relate solely to the service provided by Wholesalers, for example low water pressure. In these circumstances, we will pass on to you any payments received from Wholesalers relating to a failed service standard. Other service standards relate to the service provided by Wholesalers and Retailers, for example, providing notices of interruption to supplies. We will liaise with Wholesalers to ensure GSS payments are made within specified timescales and will either make payments to you if we fail a service standard or pass on to you any payments received from Wholesalers where they fail a service standard.
- 6.3. The following sets out the GSS which we will fulfil as a Retailer.
- 6.4. **Appointments**  
When we make an appointment with you to visit, we will offer either a morning (before 1pm) or afternoon appointment, or you can request an appointment within a two-hour time period. If we have to change the appointment, we will give you 24 hours' notice.
- 6.5. **Account queries**  
We will reply to any written enquiry about your bill within 10 Working Days of receipt.
- 6.6. If you ask for a change to your payment arrangement and we're unable to agree to the request, we will reply and tell you the reason why within five Working Days of receipt.
- 6.7. **Written complaints**  
We will respond to all written complaints within 10 Working Days of receipt.
- 6.8. Subject to any exemptions from payment under the GSS Regulations, if we fail to meet any of the above Standards, we will credit £20 to your account or make a direct payment. Payments will be made within 10 Working Days. If we fail to make a payment within this time, you are entitled to claim a further payment of £20. You must claim the further payment within three months.
- 6.9. **Interruptions to supply**  
Occasionally the Wholesaler will need to turn off the water supply to carry out essential, planned work. When we are advised by the Wholesaler, we will let you know in advance and tell you when

the supply will be restored. For interruptions of more than four hours, we will give you at least 48 hours notice in writing.

6.10. Subject to any exemptions from payment under the GSS Regulations, if we fail to meet this Standard, we will automatically credit £50 to your account and a further £25 for every additional 24 hours that you remain without water. You may request a direct payment. Payments will be made within 20 Working Days. If we fail to make a payment within this time, we will pay you a further £20. It is sometimes difficult to know who has been affected by these interruptions. If you were affected and we have not credited your account, you should contact us.

## **7. Meter reading and payment**

- 7.1. Under the Exit Regulations, this Deemed Contract provides for each transferred customer to be billed by the same method, and to pay by the same method, as immediately before the Exit Date.
- 7.2. Following receipt of your bill, you agree to make payment in full within the time period set out on your bill. In accordance with Ofwat's Customer Protection Code of Practice, you have the right to raise a formal dispute in relation to sums due. If you dispute any charges relating to a bill, you must notify us in writing of the reason(s) why, 14 days prior to the due date for payment. In doing so, you shall at all times act in good faith. Any undisputed amounts remain due and payable.
- 7.3. If you do not make the necessary payment when it falls due, interest may be added to the outstanding amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Where any amounts are outstanding, we may prevent you transferring to another licensed supplier by submitting a Cancellation Request. We may also take steps to disconnect your water supply.
- 7.4. We will offer Micro-businesses a Reasonable Repayment Plan for a Back-bill.
- 7.5. If you receive an estimated bill, you may provide your own meter reading within the timescale requested
- 7.6. If you identify a potential tariff error and notify us, we shall notify the relevant Wholesaler (and any previous licensed supplier where relevant) on your behalf to investigate and, where applicable, process a refund of any charges which may be due to you.

## **8. Meters**

- 8.1. Any meter and metering equipment will be provided by and remain the property of the relevant Wholesaler. You shall take all reasonable steps to ensure that meters and metering equipment are kept free from damage and interference. In the event that you become aware of any damage or interference, or that the meter is not accurately recording volume, you shall promptly notify us.
- 8.2. Where damage or interference to a meter or metering equipment arises other than by us, the relevant Wholesaler or its authorised third parties, you shall be responsible for the total cost of the actual work involved in repairing or replacing the meter (together with any loss of charges during the period of damage or interference). Such loss of charges to be calculated using the most recent average daily consumption at the Supply Point prior to damage or interference occurring.
- 8.3. You agree that we may make any necessary arrangements on your behalf in connection with the Services (including without limitation, the installation, maintenance, testing, repair, replacement, removal, disconnection and reconnection of meters and any metering equipment). Where the authority, agreement or consent of any third party (e.g. the landlord) is required by law for the carrying out of any physical works in connection with the Services, you shall seek to obtain such authority, agreement or consent (at your cost) and shall, where requested, produce documentary evidence of such consent or agreement.
- 8.4. Where the Eligible Premises is metered, you shall provide a meter reading if requested to do so by us. If you fail to do so, we may charge you any additional costs we incur in obtaining such a reading.

- 8.5. Subject to any reasonable health and safety requirements, you shall allow at all reasonable times, us, the relevant Wholesaler and our respective employees, sub-contractors and agents safe and unobstructed access to the Eligible Premises and any metering equipment as and when reasonably required for the purpose of carrying out metering operations and services.

This will allow us to:

- (a) discharge our respective legal, regulatory or contractual obligations or duties, including, to recover any equipment belonging to us upon termination of any contract;
- (b) be satisfied that you are meeting your obligations under any contract;
- (c) take meter readings.

- 8.6. You shall inform us and any authorised third parties of any relevant safety precautions before entry, and shall ensure that we, the Wholesaler or our respective employees, sub-contractors and agents are either accompanied at all times by a member of the your staff, or have been adequately briefed as to the presence of any site specific hazards, the precautions that must be taken and what to do in the event of an accident or emergency.

- 8.7. In the event of an emergency (to be determined at our discretion), we and/or the relevant Wholesaler shall be entitled to access the Eligible Premises without giving prior notice.

## **9. Meter accuracy testing**

- 9.1. If you request us to do so in writing, we will arrange for the relevant Wholesaler to test a Meter. In accordance with Wholesaler policies, Meter testing charges may apply where the accuracy of the Meter when tested falls within the prescribed limits of error. These charges are published by Wholesalers. Generally, if the test shows the Meter to be operating outside the prescribed limits of error no testing charge will apply and the Wholesaler will adjust the Charges in accordance with the Water (Meters) Regulations 1988. All such work will be at your expense.

## **10. Meter sizing (re-sizing) / meter relocation**

- 10.1. Over time the amount of water that you use may change for various reasons, including introducing water efficient measures, change of business activity, reducing or increasing the amount of occupants and/or change to the existing size of the Eligible Premises. Accordingly, you may request in writing for us to:

- (a) contact the relevant Wholesaler and request that they carry out a survey to check if a Meter can be repositioned in accordance with regulation 5 of the Water (Meters) Regulations 1988; or
- (b) contact the relevant Wholesaler and request that they carry out a survey to check the likely water requirements and whether the existing Meter is of the appropriate size; or
- (c) contact the relevant Wholesaler and request that they reposition the Meter or replace it with one of the appropriate size; or
- (d) fit or remove a data logger.

- 10.2. Charges may apply in accordance with Wholesaler policies. All such work will be at your expense.

## **11. Data loggers**

- 11.1. Each Wholesaler has its own policy and procedures on data loggers and many require Wholesaler consent before a data logger may be fitted to a Meter. We will generally own data loggers and where this is the case we will be responsible for their upkeep. We can organise data loggers on your behalf and in accordance with the relevant Wholesaler's requirements. Charges in relation to data loggers may apply in accordance with Wholesaler policies. All such work will be at the your expense.

## **12. Water and sewerage network**

12.1. The water and sewerage networks are owned by each relevant Wholesaler who can make changes to the network at any time.

12.2. You acknowledge that the Wholesaler is entitled to interrupt, suspend or disconnect the supply of Services as a consequence of its maintenance, repair, replacement and inspection programmes as well as in the event of certain other unplanned events specified in the Wholesale Retail Code or in order to prevent damage or contamination. We will take reasonable steps to inform you if we receive notice from a Wholesaler of any anticipated reduction or change in the Services as a consequence.

### **13. Emergencies**

13.1. If you become aware of a change to drinking water supplies, sewer flooding or any other potential public health risk, you should contact your relevant Wholesaler immediately using the details provided on your bill or using the details on our website  
<https://www.anglianwaterbusiness.co.uk/help-advice/emergencies/wholesalers/>

### **14. Sensitive customers**

14.1. You should inform us if you think you are a 'sensitive' customer and require special assistance in the event of an emergency event or incident. We will liaise with the relevant Wholesaler on your behalf. We will comply with Wholesale policies, each of which may define 'sensitive' customers differently, but typically include prisons, hospitals, care homes, nursing homes, farms, abattoirs and educational establishments.

### **15. Disconnections**

15.1. You can make a request to us for either a permanent or temporary disconnection see our website for more details <https://www.anglianwaterbusiness.co.uk/help-advice/your-account/disconnections/>

15.2. You can make a request to us to disconnect a particular Supply Point on either a permanent or temporary basis. We will organise this in conjunction with the relevant Wholesaler. You shall give us 20 Working Days notice, confirming:

- (a) the Supply Point to be terminated (full address and Supply Point Identification number (SPID))
- (b) type of disconnection required (temporary or permanent)
- (c) whether the property has a Meter and if so, the Meter serial number
- (d) whether you own the property or have consent from the Owner to disconnect the property
- (e) when you would like the work to take place (either during normal business hours or out of hours)

15.3. If you fail to provide an accurate final Meter reading, you will be liable for the difference between the Meter reading (or estimate) used to prepare the final bill and the next Meter reading.

15.4. We are entitled to make a request to disconnect your Eligible Premises in the circumstances set out in section 61(1ZB) of the Water Industry Act.

15.5. We may also request that the relevant Wholesaler disconnect a water supply where you have:

- (a) failed to pay an amount properly due for water and/or sewerage services;
- (b) denied access to or tampered with a Meter;
- (c) refused to provide a refundable deposit in accordance with the terms set out in this Scheme;
- (d) breached any water bye-laws or trade effluent consent or any other relevant agreement or authorisation;
- (e) made a request for either a permanent or temporary disconnection; and/or
- (f) illegally used or there is suspected illegal use of water and/or sewerage services.

15.6. Charges in relation to disconnection for non-payment may apply in accordance with Wholesaler policies. Any such charges will be passed on to you.

15.7. We cannot request a disconnection in respect of premises of the type specified in Schedule 4A of the Water Industry Act.

15.8. If you move to another Eligible Premises and wish to continue to be supplied by us, then this Deemed Contract can remain in place for the supply of Services at the new Eligible Premises as long as there is no valid supply contract already in place relating to that Eligible Premises. You should contact us not less than 14 days before you move to notify us of your relocation.

## **16. Reconnections**

16.1. You may ask us to reconnect the supply of your water and/or sewerage Services provided that:

- (a) the situation leading to the disconnection has been resolved;
- (b) we and/or the relevant Wholesaler are satisfied that any breach of water bye-laws or consents has been remedied; and
- (c) you have paid the appropriate reconnection fee.

16.2. See our website for more details

<https://www.anglianwaterbusiness.co.uk/help-advice/your-account/reconnections/>

## **17. Leaks**

17.1. You should contact us if you have a leak or suspect a leak as we can help you get it fixed. Further information is available on our website  
<https://www.anglianwaterbusiness.co.uk/services/water/leakage-find-fix/>

17.2. If a leak allowance is granted by a Wholesaler which results in a refund, we shall refund you the relevant charges as part of the leak allowance payment.

## **18. Water needed for firefighting or fire testing**

18.1. You should contact us if water at your Eligible Premises has been used for firefighting or fire testing. We will act on your behalf to liaise with the relevant Wholesaler to minimise your charges.

## **19. Water pressure**

19.1. Water Wholesalers are responsible for providing and maintaining a constant supply of water at a consistent and suitable pressure. Some events will inevitably interrupt the flow or affect your water pressure, for example, bursts in water mains, pump failures or power cuts can impact on supplies. Therefore, as a Retailer, we cannot guarantee water pressure, however, we will liaise with Wholesalers to ensure minimum interruption to you.

## **20. Water quality**

20.1. Water Wholesalers are responsible for water quality. As a Retailer, we cannot guarantee the uniformity or specific water quality provided by the relevant Wholesaler at any particular point in time, however we will liaise with Wholesalers to ensure minimum impact to you.

## **21. Liability and force majeure**

21.1. Except under clauses providing for indemnities or payments to be made, neither of us shall be liable (whether in contract or in tort) to the other for any indirect or consequential loss arising from any breach of this Deemed Contract or from any negligent act or omission in relation to this.

- 21.2. Our maximum aggregate liability, including loss or damage to tangible property, to you in a year will be limited to the sum equal to the total amount of charges which have been paid by you to us during the previous period of twelve months.
- 21.3. You agree to fully indemnify us in respect of any costs or damages incurred by us as a result of your failure to comply with your obligations under this Deemed Contract.
- 21.4. Any delay or failure of either party to perform its obligations hereunder shall be excused if due to Force Majeure. The party affected by the Force Majeure event, shall be relieved of any liability (other than an obligation to make payments) for a period equal to the period during which the Force Majeure operates, provided that the suspension is of no greater scope and of no longer duration than that which is required by the Force Majeure event.
- 21.5. We accept no liability for any loss or damage arising out of any act or omission of the Wholesaler or its agents in the performance of its obligations, whether or not acting as our agent.

## **22. Termination**

- 22.1. You will be able to transfer to another supplier or to a negotiated contract with us or request us to disconnect your supply points and end this Deemed Contract at any time provided all outstanding amounts owing to us have been paid in full. Where any amounts are outstanding, we may prevent you transferring to another licensed supplier by submitting a Cancellation Request. We will provide you with the reason for our objection.
- 22.2. We may terminate this Deemed Contract immediately and disconnect your water supply if you:
- (a) commit a material breach of this Deemed Contract which cannot be remedied; or
  - (b) commit a material breach of this Deemed Contract which can be remedied but you fail to remedy that breach within 21 days of a written notice setting out the breach and requiring it to be remedied; or
  - (c) become insolvent; or
  - (d) do not pay your bills; or
  - (e) experience a Force Majeure Event which continues for a period of thirty days or more.
- 22.3. Where we supply you with both water and sewerage Services, and the Deemed Contract is terminated in respect of one of them, you will continue to pay the charges for the supply that continues.
- 22.4. The Deemed Contract will terminate automatically in respect of any Supply Point if we are not permitted to continue to provide retail water and/or sewerage Services to it because to do so would infringe the terms of our licence or other regulatory conditions or constraints, or if Ofwat appoints a supplier of last resort in respect of that Supply Point.
- 22.5. Termination for any reason in accordance with this Deemed Contract is without prejudice to rights accrued prior to or resulting from termination. All sums outstanding shall be payable on termination. No charges or fees will be payable by you upon termination of this Deemed Contract.

## **23. Confidentiality**

- 23.1. In the event that we have entered into a separate confidentiality agreement with you relating to this matter, that agreement shall prevail over the following terms set out in this clause and shall continue to bind the parties.
- 23.2. For the purpose of this Deemed Contract, "Confidential Information" means all information, ideas, concepts, trade secrets or knowledge of any other kind whether commercial, financial or technical and whether or not it is marked or designated as confidential or proprietary.



23.3. Subject to the exceptions below, all Confidential Information communicated to one party by another or learned by one party (the 'Recipient') from another, shall be kept in confidence by the Recipient and the Recipient shall use such information exclusively for the performance of this Deemed Contract. Any Confidential Information received from the other party shall be disclosed only to personnel of the Recipient who need to know for the purposes of the Deemed Contract.

23.4. Exceptions are where the information:

- (a) enters the public domain or otherwise comes to the attention of the other party without any breach having occurred;
- (b) is disclosed to any employee, director, agent, contractor, consultant or professional advisor of the party who needs to have access to such confidential information and who has been made fully aware of the obligations under this clause;
- (c) is required to be disclosed in compliance with the Act or any other legal or regulatory obligation other than a contractual obligation.

23.5. The obligations under this clause shall continue to be binding for a period of five years after termination of this agreement for whatever reason.

## 24. Data Protection

24.1. Clause 24 together with our Privacy Policy, available at [www.nwgb.co.uk](http://www.nwgb.co.uk), (as amended from time to time) set out the basis on which we will use, process and disclose any Personal Data (as defined in the Data Protection Legislation) that is provided by you to us or is otherwise collected by us in connection with this Scheme and/or the provision of the Services. Please note that you will be responsible for ensuring that you have obtained from your employees, officers, agents, partners and other representatives all consents and that you have all legal authorisations that are required for us to process their Personal Data (which may include, without limitation, Sensitive Data) in order to perform our obligations and to exercise our rights under the Scheme. Personal data that you provide to us is referred to as your Personal Data.

24.2. We (and any of our Affiliates) may use, process and disclose your Personal Data in accordance with our Privacy Policy and also for the following purposes:

- 24.2.1. to create, defend or enforce legal and/or contractual rights, including in connection with any legal proceedings; and/or
- 24.2.2. to promote and/or protect the health and safety of the public (including in an emergency situation) or in the interests of national security.

24.3. We may share your Personal Data with any of our Affiliates and with any of their respective officers and employees. In addition, we may share your Personal Data in accordance with our Privacy Policy and also:

- 24.3.1. With the Wholesaler and/or any other person that is engaged by the Wholesaler in connection with the provision of the Services to you;
- 24.3.2. With Market Operator Services Limited, the company whose functions include facilitating the choice of supplier for non-household customers;
- 24.3.3. With any buyer or potential buyer of all or any part of our business, assets and/or shares; and/or
- 24.3.4. Our professional advisors.

24.4. The parties acknowledge that for the purpose of the Data Protection Legislation, you are the data controller and we are the data processor (where data controller and data processor have the terms as defined in Data Protection Legislation).

The table below sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of Personal Data and categories of Data Subject (as defined in the Data Protection Legislation).

Nature and Purpose of Processing	The subject matter and nature of the processing of Personal Data are in relation to the supply of water and sewerage services (and any associated services including but not limited to energy or value added services) during the term of this Scheme. The purpose of the processing of personal data is to enable us to fulfil our contractual obligations.
Duration of Processing	During the term of this Scheme
Types of Personal Data	Name, address, email address, job title and telephone numbers of individuals
Categories of Data Subject	You, where you are a sole trader; or Your directors, officers, partners, employees, consultants and representatives (as applicable).

24.5. Without prejudice to the generality of clauses 24.1-24.4, we shall in relation to any Personal Data processed in connection with the performance of our obligations under this Scheme:

24.5.1. process that Personal Data only on the written instructions of the Company unless the Supplier is required by applicable laws to otherwise process that Personal Data;

24.5.2. ensure that we have in place technical and organisational measures to protect against (i) unauthorised or unlawful processing of Personal Data and (ii) against accidental loss or destruction of, or damage to, Personal Data. These measures shall be proportionate to the harm that might result from the unauthorised or unlawful processing or accidental loss or destruction of, or damage to the Personal Data, and we shall have regard to technological development and the cost of implementing any measures. Those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

24.5.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

24.5.4. not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled: (i) appropriate safeguards have been provided in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) we provide an adequate level of protection to any Personal Data that is transferred; and (iv) we comply with any reasonable instructions notified in advance by you in connection with the processing of the Personal Data;

24.5.5. provide assistance to you (at your cost) in respect of any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

24.5.6. notify you without undue delay in the event of a Personal Data breach;

24.5.7. at your written direction, delete or return Personal Data and copies thereof to you on termination of the Scheme unless required by applicable law to store the Personal Data;

24.5.8. maintain complete and accurate records and information to demonstrate our compliance with this clause 24, and allow for audits by you or your designated auditor; and

24.5.9. if we engage a sub-contractor for the carrying out of processing activities on our behalf, we will ensure that the same data protection obligations are imposed on the sub-contractor by way of a written and legally binding contract, in particular with regard to providing sufficient guarantees to implement technical and organisational measures. We shall remain fully liable to you for the performance of the sub-contractor's obligations.

24.6. We may monitor and/or record our communications with you (including phone conversations and emails) for training purposes, to confirm your identity, to ensure security, to monitor quality assurance and compliance and/ or to help detect and prevent fraud and/or money laundering.

## 24. Rights of third parties

24.1. No terms in this Deemed Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

## 25. Complaints

25.1. If you have a complaint about any of our Services please contact us. You may also refer your complaint to the Consumer Council for Water – Central and Eastern Region. This is an independent body set up to look after the interests of water customers and one of their key roles is to investigate water complaints. Any complaint may also be referred by the Council for determination to the Water Redress Scheme (WATRS). Further information including all contact details are available on our website <https://www.anglianwaterbusiness.co.uk/help-advice/complaints/>.

## 26. Notices

26.1. Any notice shall be sent to us in writing at [business@anglianwaterbusiness.co.uk](mailto:business@anglianwaterbusiness.co.uk) or Block C, Western House, Peterborough Business Park, Lynch Wood, Peterborough, PE2 6FZ. We will send any notice to the Customer's registered office or where the Customer does not have a registered office, to the address of the Customer's Eligible Property. All notices shall be treated as having been received if:

- (a) Delivered by hand (including courier) within Delivery Hours, when so delivered; and if delivered by hand outside Delivery Hours, at the next start of Delivery Hours;
- (b) Sent by first class pre-paid post, guaranteed next day delivery, post with delivery confirmation or receipt (for example, special delivery) on the later of actual receipt and 9.00am on the Working Day after posting of posted on a Working Day, and on the later of actual receipt and 9.00am on the second Working Day after posting if not posted on a Working Day; and
- (c) Sent by e-mail, or any other electronic means during a Working Day it is received on that Working Day and if it is sent outside of a Working Day it is received on the following Working Day.

26.2. In proving that a notice has been given it shall be conclusive evidence to demonstrate that delivery was made, or that the envelope containing the notice was properly addressed and posted (as the case may be).

## 27. Definitions

Back-bill	A bill or invoice for water-bill supplied and/or services provided prior to the 12 months preceding the date of the bill or invoice.
Customer	The owner or occupier of the Eligible Premises to whom the supply of the Services is made. If the Customer comprises more than one person, the Customer's obligations shall be joint and several;

Connection point:	The point at which your pipework connects to the Wholesaler's water supply system.
Eligible premises:	As defined in the Wholesale Retail Code, which is currently defined as "premises which are not household premises and which may be identified as eligible premises in light of any Eligibility Guidance" (as also defined in the Wholesale Retail Code). Household premises are defined as "premises in any part of which, a person has his home and whose principal use is a home...". The fact that a person has his home in, or in part of, any premises does not mean that the premises are household premises unless the principal use of the premises is as a home."
Exit Date	The date on which the relevant undertaker (Anglian Water Services Limited) proposes to withdraw from the non-household retail market in relation to its area. This date is 1 April 2017.
Exit regulations	The Water and Sewerage Undertakers (Exit from Non-household Retail Market) Regulations 2016.
Force majeure:	In relation to either party, any event or circumstances (or combination of events or circumstances) not reasonably foreseeable which is beyond the reasonable control of the party and which results in or causes the failure of that party to perform any of its obligations. A strike, lockout or other industrial action by a party's own employees (unless forming part of a United Kingdom wide strike) shall not be a force majeure event; and the act or omission of any agent or contractor of a party shall not be a force majeure event unless such act or omission is caused by or results from events and/or circumstances which would be a force majeure event within the meaning of this definition if such person were the affected party.
GSS (Guaranteed Standards Scheme)	The Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 which set out the minimum standards of service to customers.
Micro-business	A non-household customer where the number of employees is less than 10.
Ofwat	The Water Services Regulation Authority
Reasonable repayment plan for back-bill	A process for repayment of a Back-bill which meets the following criteria: a) it does not incur interest on the amount due; b) it offers time for the customer to pay that amount by agreed instalments, over a period nominated by the customer but being no longer than: i. the period during which the debt accrued, if it occurred over a period of less than 12 months; or ii. 12 months, in any other case.
Retail exit	The process by which the relevant undertaker (Anglian Water Services Limited) withdraws from the non-household retail market in relation to its area.
SME	Small and Medium sized Enterprise defined as having fewer than 250 employees.
Supply point(s):	The point in respect of the Eligible Premises at which water services and/or wastewater services are provided.
Wholesale contract	The contract between Wholesalers and Retailers which sets out the terms and conditions associated with the provision of wholesale services.

Wholesale retail code	The code of that name issued by the Authority (Ofwat) under sections 66DA and 117F of the Water Industry Act 1991, as amended from time to time.
Wholesaler:	A company appointed under section 6 of the Water Industry Act 1991 to be the water or sewerage undertaker for an area providing wholesale services to retailers.
Working day	Any day excluding a Saturday, Sunday, bank holiday or public holiday.