

Standard Terms of Service

From

Pure Utilities

For

Scotland Customers

Effective from 18th July 2022

DISCLAIMER

The following terms & conditions of service apply to the provision of regulated Services by Pure Utilities. If there is any conflict or inconsistency between any of our contractual documents and our Standard Terms of Service, the contractual terms shall take precedence. The Fixed Term Contract (where issued) and these Standard Terms of Service constitute the Agreement between us.

1. DEFINED TERMS

Certain words and phrases used in our Standard Terms of Service have the following meanings:

Account Deposit - means a refundable monetary amount specified by us, to be paid to commence or continue supplying services to you.

Agreement - means either a Deemed Contract or a Fixed Term Contract between you and us.

Charges - means the Tariffs or Fees we will assign to your account, that you agree to pay to us for the Services we have provided, provide, or will provide to you.

Code of Practice - means the water industry's Scottish Customer Protection Code of Practice for Non-Household Customers.

Cooling Off Period - means the short period of time at the start or immediately prior to commencement of an FTC where customers can serve a Cancellation Notice in line with the Code of Practice to their provider to cancel the change at no cost.

Connection Date - a date specified by SW in which a Supply Point is deemed to be connected from and should begin accruing Charges.

Customer / You / Your - means or refers to the occupier and/or owner under the Water Services etc. (Scotland) Act 2005 who is the party who has received (or will receive) Services from us, or the Liable Party to pay for these Services. Where more than one person is deemed to be the Customer, each natural person shall be jointly and severally liable under these terms and conditions, and any FTC entered into with us.

Deemed Contract - means the legal provision in Scotland where no Fixed Term Contract has formally been agreed between the Customer and the Provider, but where SW determines the Premises benefits from mains services. Where a Provider is assigned to that Premises, a deemed contract immediately exists between the two parties.

Default Directions - means the documentation issued by WICS, detailing water industry retail services (the default services) to be supplied at a particular standard (the default standards) at prices not exceeding a maximum amount (the default maximum tariffs).

Default Tariff - means the maximum a Provider can charge customers for the provision of Services as set out in the documentation issued by WICS under the Water Services (Codes and Services) Directions 2007 (as amended, replaced or varied from time to time).

Disconnections Document - means the document under the Water Services (Codes and Services) Directions 2007 (as amended, replaced or varied from time to time) relating to disconnecting mains services and containing directions providers must follow.

Drainage Network - means the mains drainage network owned and operated by SW.

Due Date - means the date specified on a bill in which payment should be made by.

DWN - means a Disconnection Warning Notice as per the Disconnections

Document.

Early Termination - means the cancelling of an active FTC by the customer prior to its specified expiration date.

Early Termination Fee - means the amount due as specified by us, upon a customer formally requesting Early Termination.

Fixed Term Contract / FTC - means a specified period of time where a formal agreement between you and us for the provision of Services constituted by these terms and conditions and any other document in writing which is expressly stated by us to form part of an Agreement with you.

Gap Site Process - means the processes set out under Section 5.4 of the Market Code.

Initial Contract Period - means the first period of time specified in the FTC under which FTC contractual terms apply.

Liable Party - the legal bill payer of Services, usually the Premises Occupier, or where none, the Premises Landlord/Proprietor.

LOA - means a Letter of Authority, a legal document permitting a competent third-party to correspond and/or act on behalf of another party with its service providers, without a transfer of rights or legal responsibilities.

Market Code - means the industry document (and associated documents) published by the Central Market Agency, which set out the rules for all participants in the retail Market for water and waste-water services in Scotland.

Multi-Tenancy Services - means a mains service supply to more than one Premises, typically paid by the Landlord of those Premises, featuring SPID(s) not assigned solely to any one specific rated Premises.

Our / Us / We - means (or refers to) Pure Utilities - trading name of Pure (CGV) Limited, registered with company number 09548345, or one of our approved and authorised contractors.

Party / Parties - means either you and/or us.

Point of Demarcation - a physical point between SW's mains network and the Premises boundary.

Premises - means (a) the property and/or premise which are (or are to be) connected to the public water supply system; and (b) in terms of providing sewerage or sewage disposal, means the property and/or premise which are (or are to be) connected to the sewerage system, and (c) the mains services which are (or are to be) connected to the public water or sewerage supply system for Multi-Tenancy Services.

Provider / Licensed Provider - means a regulated supplier of water and/or waste-water services, authorised by WICS.

Rateable Value - means the listed value in £, assigned by the Premises' local assessor to a non-domestic Premises, which can be found at: www.saa.gov.uk.

Registered Provider - means the Provider assigned to the relevant SPID(s).

Repayment Plan - means a mutual arrangement to pay an outstanding balance at a later date by way of one or more instalments. May be referred to as a Budget Plan, Payment Plan, Payment Arrears Schedule, etc.

Rolling Period - means the period immediately preceding an FTC's Initial Contract Period, until the Agreement is terminated.

RSD - means the Registration Start Date and is the date the Registered Provider becomes responsible for the Supply Point(s).

Scottish Water / SW - means the organisation of that name established under Section 20 of the Water Industry (Scotland) Act 2002.

Scottish Water Byelaws - means the byelaws in force and made by SW under Section 70 of the Water (Scotland) Act 1980 to prevent waste, undue consumption, misuse, or contamination of water.

Service Term - means the period where we are the Registered Provider of a Supply Point(s) and a customer is benefiting from mains services.

Services - means (i) supply of water and/or sewerage services, which may include metered services, the removal of any associated waste including surface water or Trade Effluent from the Premises that you own, lease, or otherwise occupy, and (ii) any additional services we may provide either in conducting our duties as a Provider, or which you have selected.

Sewerage Network - means the mains sewer network (including combined sewers), owned and operated by SW.

SPID - means Supply Point ID, a 12-digit number used by the water industry to identify a Supply Point and its services. A water SPID features the water services. A sewer SPID features sewerage services such as waste-water, drainage and any Trade Effluent.

Supply Point - means the term as defined in the Market Code.

Tariff Year - means the period between 1st April to 31st March (inclusive) of each calendar year.

Trade Effluent - means the term as defined in Section 59(1) of the Sewerage (Scotland) Act 1968.

Water Network - means the mains water network owned and operated by SW.

WICS - means the Water Industry Commission for Scotland, the Scottish water market regulator and a non-departmental public body with statutory responsibilities. Their website can be found at: www.wics.scot.

2. PROVISION OF SERVICES

2.1.1. Services are provided to you by us, where we are your Registered Provider. You become liable for Services provided by us, either from the RSD (which will be notified to you), or from the date you became liable for Charges at a Supply Point, where we are either (i) already the Registered Provider, or (ii) assigned as the Registered Provider with backdated effect.

2.1.2. You are liable to pay Charges for Services for the full Service Term, unless either (i) expressly agreed by our Management in writing, or (ii) the Charges are not enforceable under Scottish Law.

2.1.3. You may not be able to switch your water and/or waste-water services to us until you have paid any outstanding charges or fees due to your current Registered Provider and the Cooling Off Period (if applicable) has expired. An account transfer may also be blocked if you are still in contract with your current Registered Provider. We also reserve the right to cancel the switch to us in accordance with the Market Code.

2.2. We can change these Standard Terms of Service by providing you with a minimum 20 business day advanced notice period. The new Standard Terms of Service will apply from the date shown in the notice unless we are notified by you in writing prior to this date. If you continue to receive Services after this date and no written objection has been received, we will deem you to have accepted these terms.

2.3. Where applicable, our Charges will include UK tax or duty charged on them, including VAT at the current industry rate. If you believe we are incorrectly charging you VAT, you may ask us to reassess your VAT liability at any time.

3. QUERIES AND COMPLAINTS

3.1. If you have any queries about any aspect of the Services, our Charges or your bill, please contact our Customer Service Team as soon as possible on 0330 113 3050 (or your Account Manager if you are assigned one).

3.2. If you wish to make a complaint, please supply as much relevant information as possible about your complaint via phone, email, or post. Your complaint will be managed in accordance with our Complaints Handling Procedure, a copy of which can be found on our website.

4. CHANGES TO PRICING

4.1. We may increase or decrease the prices we charge in-line with any associated change to the Default Tariffs and/or wholesale costs, as determined by WICS for each Tariff Year and any ad-hoc alterations determined by WICS within a Tariff Year.

4.2. If we are required to modify your account tariff(s), we aim to give you at least 20 business days' advance notice of any such change.

5. DEEMED CONTRACT CUSTOMERS

5.1. Terms under Condition 5 apply to Deemed Contract Customers only.

5.2. The following Conditions do not apply if you are supplied under a Deemed Contract: 2.2, 8.5, 10.3, 12.2 and 13.5.

5.3.1. Unless we agree otherwise with you, we will calculate Charges for Services supplied to you in accordance with Condition 6 from the following dates: (i) if you are a Deemed Contract Customer through the Gap Site Process and assigned to us, we will calculate Charges from the date instructed by SW, which is typically the Supply Point's Connection Date, or (ii) if you are a Deemed Contract Customer due to being the new occupier or owner at the Premises and we are the existing Registered Provider, we will calculate charges from the date you became the Liable Party, or (iii) if you are a Deemed Contract Customer due to your FTC expiring or becoming void and we remain the existing Registered Provider, we will calculate charges from the day proceeding the FTC expiration date or FTC void date, as applicable.

5.3.2. As a Deemed Contract Customer, you will be charged for Services using the Default Tariff, unless we agree with you otherwise.

5.3.3. Deemed Contract Customers can end their Deemed Contract by either: (i) transferring their Supply Points to another Licensed Provider, or (ii) by entering into an FTC with us, or (iii) by their registered Services being removed from the water industry central data systems. Ending a Deemed Contract does not waive responsibility to pay for Charges rightfully billed (or to be billed) for the period we were the Registered Provider.

6. BILLS, BILLING AND REBILLING

6.1. You agree to pay us for the Services you receive and to pay any other Charges due in connection with these Conditions.

6.2. Every bill from us bears a Due Date by which payment should be made. In some instances, immediate payment or advance payment is required for our Services. Our standard billing frequency for primary Charges is monthly or quarterly. We may assign your account a mandatory bill frequency.

6.3. Our Charges for Services are based on: (i) meter readings; and/or (ii) estimated meter readings; and/or (iii) the size of your meter; and/or (iv) the Premises' Rateable Value; and/or (v) the Premises' assessed consumption and waste return; and/or (vi) any other fixed price or ad-hoc charges which may be payable by you; and/or (vii) any other charges or fees we are obliged to add upon instruction by WICS, a Governing body or by Law.

6.4. We can issue you a replacement bill or adjust any issued bill to you, where: (i) there is a physical or data-related change to the Premises; and/or (ii) we become aware of any reassessment; and/or (iii) we become aware we have supplied Services to a Premises, and you have not paid Charges for those Services; and/or (iv) we have identified a technical error resulting in overcharging or undercharging requiring rectification; and/or (v) there is a

change of use of the Premises by you or as a result of a change to the manner in which SW charge for their Services.

6.5. If we discover you have been billed from the incorrect date, to rectify this we can adjust bills to the later (i.e. more recent) of: (i) the date on which you began occupying the Premises, (ii) to the date of any reassessment, (iii) the Registration Start Date (RSD), or (iv) to 6 years prior to the current date.

6.6.1. Any discount offered will be applied to your bill covering all primary water and waste-water Services we provide, including fixed charges but excluding Trade Effluent-related charges (where applicable).

6.6.2. We will apply discount to your account only in accordance with either: (i) your FTC terms, for example once the agreed payment method is in place (such as a Direct Debit mandate being set up) and a signed contract has been returned to us, or (ii) our current discount requirements for non-FTC customers.

6.7.1. We are generally able to offer a discount for customers opting to pay by Direct Debit. If you choose this option, you can register online using the link we issue to you, request a paper mandate, or provide details to us over the phone.

6.7.2. Any discount requiring a Direct Debit in place will only be applied once we have processed your Direct Debit mandate and may be removed if either: (i) you cancel or cease to pay by this method, or (ii) a Direct Debit payment fails.

6.8. We may withdraw and/or reclaim by charge the whole or part of any discount, should any Conditions within this document (or FTC where applicable) not be met.

6.9. Where we receive a payment from SW following a recalculation of Charges, we will pass this payment to you in the same proportion to which the calculation has affected your bills. This may require us to bill (or rebill) you for a retrospective period, including a final fill (if issued).

7. OTHER CHARGES

7.1. We may charge you for any costs or liability (including to SW) we incur as a result of your actions (or lack of actions), or which directly relate to the Services and/or your Premises. This shall include any costs we incur from SW (or any other network operator), and you hereby agree to indemnify us on demand for any such costs or liability we may incur. We may charge a reasonable administration fee (not exceeding 12%) for any such costs that are not included within the provision of your services and not covered under the Default Directions as set out by WICS.

7.2. We may charge you for reinstatement or replacement work in relation to damaged equipment (including meters) relating to the Services or any equipment provided by SW or their appointed contractors or sub-contractors.

7.3. We reserve the right to apply a fixed-sum debt recovery charge per overdue bill properly due in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 & The Late Payment of Commercial Debts (Scotland) Regulations 2015, together with any reasonable costs we may incur.

7.4. We reserve the right to pass any outstanding account to a third-party debt collection service, should we feel this is reasonable and warranted.

8. PAYMENT

8.1. You agree to pay our bills in full within the payment terms specified in Condition 6.2. If you disagree with part of a bill, you must supply us with full details of your dispute as soon as possible (per Condition 3.1) and pay any undisputed amounts due without delay, as delaying payment of undisputed amounts may incur additional fees. Disputing a bill within 20 business days of the bill issue date will not impact the availability of a Repayment Plan to you. Raising a bill dispute beyond 20 business days of the bill issue date will still be investigated but may result in us declining to offer you a Repayment Plan.

8.2. Unless specified by you on a remittance advice, any payments you make to us may be allocated to the oldest outstanding charges.

8.3. We may, every month or at other regular periods, adjust the amount you owe us to reflect the value of the Services provided to you under Condition 6 and meter readings we may obtain. Your Direct Debit payment or bill amount may change to take account of actual or estimated usage.

8.4. If you do not pay a bill on time and/or your Direct Debit fails (or advanced payments if required are not received) we may do one or more of the following: (i) Contact you to inform you of your payment default and ask you to make immediate payment of all outstanding sums, (ii) Charge you Statutory Interest at the rate of 8% above the Bank of England base interest rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, (iii) Follow the procedures set out in the Disconnections Document, which may result in SW disconnecting the Premises from the network, (iv) Ask you to pay us (and you hereby agree to pay us) an Account Deposit in advance for future Services. Our reasoning for doing so will be set out in our notice to you. We will not commence a process for the recovery of debt if: (i) You are complying with the terms of a Repayment Plan, or (ii) You have asked for an alternative Repayment Plan and we have not responded to your request within 10 business days.

8.5. Where an advanced payment is required as part of an FTC price in regard to any obligation on the part of the supplier and is payable before that obligation has been completed, the debt shall only be treated as created on the day that the obligation is completed.

8.6. We will charge you and you agree to pay to us the reasonable costs we incur or may incur. Such costs may include (but are not limited to) visiting a Premises to recover unpaid charges, litigation, disconnecting and/or reconnecting supply to the Premises, failing to allow access to a Premises, or damage, obstruction or tampering with metering equipment.

8.7. We may, at any reasonable time, require you to pay to us an Account Deposit. You must pay this within 14 days of our request. If you do not pay an Account Deposit when we ask, we may proceed to disconnect your supply. We may use any Account Deposit paid to us by you against unpaid Charges, including any interest you may owe to us.

9. LIABILITY

9.1. Nothing in these terms & conditions (or any other document we confirm is part of an FTC with us) shall limit or exclude a party's liability for: (i) Death or personal injury caused by its negligence or the negligence of its employees, contractors or sub-contractors, (ii) Fraud or fraudulent misrepresentation, (iii) Any other liability which cannot be limited or excluded by applicable Law.

9.2. Subject to Condition 9, we shall not have any liability to you whether in Contract, tort, delict (including negligence), breach of statutory duty, or otherwise: (i) For any loss of revenue, loss of profit, loss of contract, business interruption or for any indirect or consequential loss arising under or in connection with the provision of Services to you, howsoever it is caused, even if it could have reasonably been foreseen and whether it is caused by our negligence or not, other than as required by WICS. (ii) Any other loss or damage (including for lack of, or defective quality of, water) except in the case of our negligence or deliberate misconduct.

9.3. Our total liability to you howsoever arising under or in connection with a contract (Deemed Contract or FTC) shall be limited to the total amount of Charges paid by you to us in the previous 12-month period.

9.4. Subject to Condition 9.3, if any act or failure to act by SW causes any loss or damage to you, our liability to you (if any) is limited to the amount (if any) that we may claim from SW.

9.5. You accept you have liability for pipework in, on or under the Premises past the Point of Demarcation that is connected to the Water Network and/or Sewerage Network and/or Drainage Network. This includes (but is not limited to) loss of water, damage of the meter or pipework by frost, or flooding of water or waste-water due to the condition of that pipework. You agree that if you ask us or SW to visit the Premises unnecessarily you will be liable for any costs incurred by us or on our behalf.

9.6. If we disconnect or suspend services at your Premises, you will continue to be charged for any aspect of the Service which is still provided, and any FTC may continue or be modified by us, at our discretion.

9.7. The terms of Condition 9 will continue to apply following termination of any contract (Deemed Contract or FTC) between us and you.

10. MEASURING OR ESTIMATING YOUR USAGE

10.1. Where SW have fitted a water meter at your Premises, we will take and use readings from the meter (where available) to calculate your consumption Charges. We may use historic consumption data to calculate estimated usage for your Charges.

10.2. Where SW have fitted a water meter at your Premises, sewerage consumption is calculated on 95% of the measured water usage, unless proof to the contrary is supplied to SW and they agree to modify your return to sewer percentage.

10.3. You must advise us as soon as is reasonably possible if you suspect, or become aware that: (i) the usage at your Premises may significantly increase, or (ii) your usage will be significantly higher than an 'average' customer (considering the type and size of the Premises), or (iii) your consumption will drastically fluctuate over the course of a year.

10.4. We may modify an FTC between us and you where any of the circumstances in Condition 10.3 apply.

10.5. Very occasionally, we may ask you to take and submit a meter read(s) in addition to our normal meter read cycle. If it is safe for you to do so and you agree to provide a meter reading and fail to do so, you agree to take all necessary steps required to allow us (or our appointed contractor) to take a meter reading(s).

10.6. If you believe the meter at your Premises is not working correctly, you may request we instruct SW to perform a meter accuracy test. If SW test and deem the meter to be faulty, we will adjust your meter-based Charges as per SW's instructions. If the SW test deems the meter to be working correctly, there will be a charge for the test.

10.7. If there is no meter at the Premises, SW may register unmeasured Services. In this scenario our Charges will be calculated using the Rateable Value or assessed usage as per SW's determination. You can request a reassessment of unmeasured Services.

10.8. You must request and obtain written consent from us in advance of an accredited individual/organisation fitting any device to a water meter or metering equipment on your Premises.

11. ACCESS TO PREMISES

11.1. We, our appointed representatives, contractors, agents and/or SW may require access to the Premises in relation to the provision of Services, including metering equipment. We will provide you with advanced notice when such access is or may be required, whenever possible. You agree to take all necessary steps (and pay any relevant costs involved) to allow us, any agent we appoint or SW with any such access required.

11.2. If you fail to allow access to your Premises, we may reasonably seek a court order to allow access (or may instruct SW to do so). We may recover from you all reasonable costs with applying for and obtaining such court order, whether such costs are those which we are liable to pay SW or otherwise.

11.3. You shall allow SW (or any other authorised network operator) access to your Premises, and you acknowledge that in an emergency you may be required to stop using water or disposing of waste, until you are told you may continue to do so.

12. LEAVING A PREMISES

12.1. If you are permanently leaving a Premises with Services supplied by us, you may end an Agreement with us for that Premises by notifying us at the earliest opportunity. If you fail to notify us, upon obtaining information

relevant to the change we may investigate (which may involve communicating with additional relevant parties) and take the appropriate action. Until this time, you will continue to be liable for our Charges until either: (i) you inform us that you have left the Premises and we have processed your account; or (ii) we learn that you have left the Premises and we have processed your account, whichever is earlier.

12.2. If you are supplied by us under an FTC relating to multiple Supply Points, you may end the FTC terms for an individual Supply Point within the Agreement if you are permanently leaving the Premises, as per Condition 12.1. The FTC will continue for any remaining Premises under the FTC. We reserve the right to void or modify the FTC's terms (including any and all discount provided) in this circumstance, at our discretion.

12.3. Where the Premises is metered, you should provide us with an accurate final meter reading upon vacating the Premises. If you do not, you will be responsible for payment of Charges relating to any difference between the meter reading upon which we based the final bill, or estimated bill, and the next meter reading.

12.4. Where the Premises is metered and the new Liable Party provides a meter read upon entry, we reserve the right to use this meter read to produce or adjust your final bill where you have not provided a final meter read.

12.5. Where you have provided a final meter read and the new Liable Party provides a meter read upon entry which conflicts, we reserve the right to investigate and determine which (if any) reads are to be used to issue (or modify) your final bill.

13. TERM, TERMINATION AND EARLY TERMINATION

13.1. The Service Term shall continue until an Agreement is terminated in accordance with the provisions of Condition 13.

13.2. An Agreement may be terminated: (i) By transferring to another Licensed Provider, providing the transfer request complies with the Market Code (and Code of Practice where applicable) and any contractual terms with us have been fulfilled. We may cancel your transfer request in accordance with the Market Code (specifically Section 5.6 regarding outstanding debt and existing contracts), or (ii) If the SPID(s) relating to the Agreement become deregistered (or technical equivalent) or permanently disconnected, or (iii) By notifying us that you are no longer the Liable Party for the Services (we may request evidence of this along with information regarding the new Liable Party), or (iv) your Agreement is FTC and we modify our Standard Terms of Service and you notify us (per Condition 2.2), or (v) By leaving a Premises (per Condition 12), or (vi) In accordance with Condition 13.4.

13.3. Upon termination of an Agreement as per Condition 13.2, the following Conditions shall survive and continue in full force and effect: Condition 9 (Liability), Condition 13 (Term, Termination and Early Termination), Condition 16 (General), and Condition 17 (Data Protection).

13.4. If you are subject to insolvency, enter into administration, placed with an administrative receiver, liquidator, provisional liquidator, or any other type of insolvency practitioner is appointed to you or over any or all of your assets, our Agreement with you will either: (i) end on the date of their appointment, or (ii) the day on which you underwent an insolvency event. A new Deemed Contract between us shall automatically commence on that date.

13.5. Active FTC Customers may request Early Termination at any time by giving us at least 20 business days' written notice and paying an Early Termination Fee, calculated as a sum equal to all discounts received since commencement of the customer's current FTC, to the date of Early Termination. By requesting Early Termination, you agree this fee represents a fair and reasonable estimate of the losses, costs and expenses which we will suffer in the event that the FTC is terminated early. We will confirm the fee payable upon confirming your commitment to early terminate the FTC. The FTC shall remain in place until such payment is received and cleared in full. This does not affect circumstances stated in Condition 12.

13.6. Where we need to issue a final bill, you must pay this in full. You will

remain liable to pay this bill (and any other outstanding bills) even if your account has transferred before we receive your payment(s). In rare circumstances, we may be required to revise your final bill, particularly where market data is altered with retrospective effect. We will communicate clearly with you when and why this is required.

13.7. By initiating a transfer away from us, we reserve the right to remove any discount, preferential tariffs or terms applied to your account with retrospective effect.

13.8. We reserve the right to void any FTC without advanced notice but aim to provide at least 20 business days' written notice should this be required.

13.9. We reserve the right to void any quotation issued to you without advanced notice, including where you have signed the Agreement.

14. DISCONNECTION AND RECONNECTION

14.1. If you either: (i) fail to comply with any of your obligations under this Standard Terms of Service document and you remain non-compliant after 7 days beyond our written notice to you to resolve, or (ii) if any bill remains unpaid beyond 14 days of its Due Date, we reserve the right to commence the disconnection procedure in accordance with the Disconnections Document to suspend or disconnect some or all of the services.

14.2. We may either temporarily or permanently disconnect your Premises supply in any reasonable circumstances (but not limited to): (i) if you fail to comply with SW's Byelaw instructions, or (ii) if you do not pay to us any amount correctly due, including a refundable Account Deposit if requested after receipt of a DWN, or (iii) if you refuse to allow us or SW access to a meter on your Premises, or (iv) on your rational request.

14.3. A permanent disconnection resulting in there no longer being a legal mains water supply through SW's infrastructure can occur: (i) if you illegally use the Service, or (ii) at your request if the property is being demolished or for some other reasonable purpose, or (iii) where Condition 14.2 applies.

14.4. Any disconnection which occurs because you have not complied with your obligations under this Standard Terms of Service and/or related FTC documentation, may incur a disconnection fee. Any disconnections that incur cost during the disconnection process will be billed to you in our following billing run. No disconnection fee will be charged for customer-requested disconnections, but related disconnection costs from SW (if any) will be passed to you. You agree to pay the total cost for any disconnection(s).

14.5. Reconnection may proceed when any reason(s) for disconnection have been fully resolved. Reconnection will result in a reasonable fee becoming payable to us to cover the costs involved in reconnection. Any reconnection fees will be notified to you prior to reconnection and must be paid before a reconnection will be made. We will only request SW to reconnect your water supply once we are satisfied all outstanding issues are fully resolved, including pre-payment of any reconnection fees.

14.6. A permanent disconnection can only be reconnected by applying to SW for a new connection. SW may refuse if (but not limited to) you remain the disconnected Premises' occupier and disconnection was initiated due to breaches of our Standard Terms of Service.

15. CONTACT DETAILS

15.1. Any postal communication to us should be sent to our registered office, or such other address that we notify to you.

15.2. Any postal communication to you will be sent to the latest contractual address provided to us.

16. GENERAL

16.1. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall

be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of these terms and conditions.

16.2. If any provision or part-provision of an Agreement is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.3. A person who is not a Party to the Agreement shall have no right to enforce its terms.

16.4. Failure or delay by us in enforcing or partially enforcing any provision of these Conditions against you shall not be construed as a waiver of any rights under these Conditions by us.

16.5. You may not assign this Agreement or any of your rights or responsibilities under this Agreement to another person without our written consent. For clarity, this does not impact your ability for a third-party to act on your behalf with the use of a valid LOA.

16.6. We may assign our Agreement with you to an authorised and regulated third-party.

16.7. Whilst we never intentionally provide false, misleading, or incorrect information prior to entering into an Agreement, should it later become known you were provided conflicting or inconsistent information to the terms and conditions set out in this document, or any other contractual documentation pre-approved by us, our Standard Terms of Service and other pre-approved contractual documentation shall take precedence. We will however examine these unlikely instances on a case-by-case basis and attempt to come to a mutually agreed resolution. Where this is not possible, we will resolve by way of lawful and necessary means.

16.8. All communication to you in writing and will be treated as having been received (i) if delivered by hand (including courier) when stated so delivered, or (ii) if sent by first class recorded post, when stated so delivered, or (iii) if sent by email, on the business day it was issued.

17. DATA PROTECTION

17.1. In the course of our business, we may collect, store and use information about you or your business, including: (i) Your name, age, gender and date of birth, (ii) Your home address and telephone number(s), (iii) Banking and financial information, (iv) Information about when you contact us and when we contact you, and (v) Information we receive when assessing your account, credit limit, etc (including any information collected from Credit Reference Agencies). Full details of how we may use your personal data can be found in our Privacy Policy, available on our website or in document form on request.

17.2. We may monitor and record our communications with you, including emails and phone conversations and use such information for (but not limited to) training purposes, quality assurance, to record details about your services and to meet our legal and regulatory obligations.

17.3. Our Privacy Policy is viewable at www.pureutilities.co.uk and forms part of these terms and conditions. By agreeing to receive or continuing to receive Services by us, you confirm you have read our Privacy Policy, understand how we process your personal data and consent to the use and sharing of this data.

18. JURISDICTION

18.1. These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of Scotland and the parties submit to the non-exclusive jurisdiction of the Scottish courts.