



# Terms and Conditions of Supply

**01 January 2023**  
BBW-Terms-01012023

**Blue Business Water Limited**  
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## 1. Definitions

- 1.1** "Agreement" means this Agreement entered into between the Customer and BBW.
- 1.2** "BBW" means Blue Business Water Limited.
- 1.3** "Customer" means the person, sole trader, partnership, legal entity, professional, company, or association, who has agreed to enter into this Agreement.
- 1.4** "Customer Equipment" means any equipment, either the property of the Customer or rented by the Customer from a third party, connected to the Scottish Water Network and used by the Customer to use the Service.
- 1.5** "Default Tariff" means the Tariff that is used in the event that the rate schedule is not applicable.
- 1.6** "Eligible property" is a property connected to the public water supply system which is not dwellings as defined by Part II of the Local Government Finance Act 1992. Properties with a residential part may be considered under this Act as long as the residential area is less than 50% of the property.
- 1.7** "Initial Fixed Supply Period" means the minimum period during which Service is provided as agreed between the Customer and BBW, which shall commence on the day that Service is first provided.
- 1.8** "Network Operator" means Scottish Water and their agents.
- 1.9** "Rate Schedule" means the schedule of charges agreed and amended from time to time in respect of the Usage Charges.
- 1.10** "Service" relates to the supply of water and sewerage removal (waste water, property drainage, roads drainage, and if applicable trade effluent) and meter services, to an eligible property that the Customer occupies.
- 1.11** "Site" means the location at which the Customer receives the Service.
- 1.12** "Subsequent Supply Period" means any period during which Service is provided, subsequent to the Initial Fixed Supply Period, as agreed between the Customer and BBW.
- 1.13** "Supply Period" means either the Initial Fixed Supply Period or the Subsequent Supply Period, during which Service is provided.
- 1.14** "Supply Point" means the point registered to BBW where the Service shall be made available to the Customer under this Agreement.
- 1.15** "The Legislation" includes the market code, the operational code, the Scottish Water Act 2008, the Disconnections document and Scottish Law.
- 1.16** "Usage Charges" means the charges made by BBW to the Customer for the provision and use of the Service.
- 1.17** "Water Network" means the distribution network through which Service is provided pursuant to this Agreement.
- 1.18** "Disconnections Document" means the document containing industry guidance on disconnections under the Water Services (Codes and Services) Directions 2007 as amended from time to time

## 2. Service

- 2.1** BBW will provide Service to the Customer subject to the terms of this Agreement. BBW, or its principals, may at any time without notice vary the Service for technical, operational or other reasons within their entire discretion.
- 2.2** BBW will use reasonable endeavours to provide a continuous high quality Service in accordance with the terms and conditions set out here.
- 2.3** BBW reserves the right not to provide Service where Service cannot be reasonably provided due to any geographic, practical, regulatory or technical issues arising.

## 3. Charges and Payments

- 3.1** BBW will make Usage Charges for the use of the Service in accordance with its Rate Schedule which may be varied upon giving ten day notice, but subject to the Customer's right to terminate referred to clause 9.1(e).
- 3.2** The Customer agrees to pay invoices by Direct Debit. Failure to do so will result in the Default Tariff being used to calculate usage charges. The Rate Schedule is conditional upon payment by Direct Debit.
- 3.3** If invoices are not paid by Direct Debit, any collection costs incurred by BBW, including administration charges will be charged to the Customer.
- 3.4** Interest will be charged on unpaid invoices from the due date until payment at a rate of 1.5 per cent per month or part thereof.
- 3.5** Value Added Tax or any other levy or tax, will be added to all applicable sums due to BBW, at the rate prevailing. VAT will be charged at the standard rate unless BBW receives a Declaration from the Customer that the service should be "zero rated" as defined by HMRC. Information on how we calculate VAT is available on [www.bluebusinesswater.com](http://www.bluebusinesswater.com).

**3.6** The Customer shall not be entitled to delay or withhold payment. If the Customer disputes an invoice or statement they must contact BBW immediately, who will resolve the issue within 14 days.

**3.7** The Customer agrees that BBW may make credit status enquiries. Subject to credit status, BBW may require a non-interest bearing deposit or pre-payment, BBW may set limits on the amount of specific or all charges that the Customer may incur during a period. This limit is entirely at BBW's discretion.

**3.8** The Customer agrees to reimburse and indemnify BBW for all expenses, including all legal and professional fees, incurred as a result of the Customer's failure to comply with clause 3.3. The Customer will pay all reasonable costs arising from work to the Service.

**3.9** Usage and Service Charges shall be pre-paid and invoiced one month in advance and in accordance with clause 5, Measurement. Usage Charges may relate back to months prior to the previous month.

**3.10** In the event that the Customer fails to provide BBW with at least 30 days' notice of any change in personal details of the Customer including: change of address, consent for trade effluent changes, adjustment in Rateable Value due to changes in the property, and property eligibility changes amongst others in accordance with clause 4.1.6, then the Customer shall pay all Usage Charges in respect of the Service until 30 days after notice of any such change has been given by the Customer.

## **4. Customer Obligations**

**4.1** The Customer agrees and undertakes:

**4.1.1** To comply with all regulatory conditions and other Laws, Licences, Conditions, Directions, Codes, Regulations and Trade Effluent Consents relevant to the provision or use of the Service, as amended from time to time;

**4.1.2** To remain responsible for all pipes and apparatus installed for the supply of water that are situated on the Customer's side of the meter and shall ensure that these are maintained in good working order at all times by a qualified plumber or engineer;

**4.1.3** To use only Customer Equipment that is in good working order, is maintained by a competent maintainer, is compatible with the Service, and complies with all relevant technical standards, legislation and regulation relating to its use;

**4.1.4** To permit Scottish Water (at Scottish Water's expense) to install, operate, renew and maintain any pipes, meters or any other apparatus to transport measure and control water ("Equipment") all of which shall remain in the ownership of Scottish Water. The Customer is responsible for ensuring that the Equipment is not damaged or mistreated. The Customer gives BBW permission to organise this on their behalf;

**4.1.5** If the Customer acts as a water reseller they must comply with the Water Resale Order 2001;

**4.1.6** To pay for all Service provided by BBW within the time limits and in the manner set out herein and to be responsible for the usage of the Service, whether authorised by the Customer or not (and the Customer agrees that BBW is not obligated to monitor the level of water or sewerage usage and/or report unusual usage patterns);

**4.1.7** To notify BBW, giving at least 30 days' notice, of any changes in personal details of the Customer including change of address; consent for trade effluent changes, adjustment in Rateable Value due to changes in the property, and property eligibility changes;

**4.1.8** That in the event that the Equipment becomes damaged by the Customer, or by any person on the Customer's premises (save for employees and agents of BBW), or becomes damaged due to the use of unapproved equipment, to pay BBW for any remedial work undertaken at such rate as is reasonable in all circumstances;

**4.1.9** To report with sufficient detail any fault which affects the Service to BBW as soon as reasonably practical after detecting the same, or in an emergency immediately to Scottish Water;

**4.1.10** To allow BBW or its duly appointed agents access to the Customer's premises for the purposes of installation, maintenance, disconnection, inspection, meter reading or testing.

## **5. Measurement**

**5.1** The reading shown on the meter shall be prima facie evidence of the volume of water consumed under this Agreement, unless that meter is found to be registering falsely to a degree which exceeds that permitted by regulations.

**5.2** Where the meter reading is unavailable, estimates (based on historic consumption market data as provided by CMA) will be used to raise invoices.

**5.3** Waste water shall be assumed to be 95% of the water metered into the property unless proven otherwise and amended by Scottish Water.

**5.4** The Customer may at any time by giving reasonable notice in writing request BBW to verify the meter readings for accuracy. If verification shows that the meter is accurate, the costs of such verification shall be borne by the Customer. Where the meter has

been found to register inaccurately, then a suitable adjustment shall be made in the accounts rendered by BBW since the penultimate date on which the meter was read (otherwise than in connection with the examination) and the amount of money due from or to BBW shall be paid on demand except in the case where it is proved to have begun to register inaccurately as described on some later date.

**5.5** Property and Roads drainage shall be measured on the Rateable Value of the property, more information of which can be found at <http://www.saa.gov.uk>. Should there be no meter at the property, the entire bill will be measured using the Rateable Value or assessed usage as per Industry regulations.

**5.6** If a data logger is installed the customer must tell us immediately and you accept all charges and liability for the meter that may result from damage incurred during the installation.

**5.7** The meter remains the property and responsibility of Scottish Water throughout the time the meter is installed.

## **6. Faults and Emergencies**

**6.1** Where the Customer believes that there is, has been or is likely to be a leak, burst pipe, flooding or other emergency that affects their Service or believes that the Equipment may be damaged then the Customer must immediately notify Scottish Water on 0345 600 8855. The Customer shall undertake not to use the Service in any way that is likely to create any risk to the health and safety of any person or risk of damage to any property, or in any way that could interfere with the efficient supply of the Service to other consumers.

**6.2** Emergency services will be provided by or on behalf of BBW. In an emergency BBW or Scottish Water may require the Customer to stop using water or disposing associated water.

**6.3** If a fault is caused by the Customer Equipment, by breach of this Agreement by the Customer, or by the Customer's negligence, or if a fault occurs on the Customer's premises or land, then BBW may recover all reasonable costs incurred from the Customer.

## **7. Suspension of Services**

**7.1** The Services may be suspended by the Network Operator, where the Network Operator requires to carry out maintenance, repairs or improvements to pipework or infrastructure or reasonably believes that the Services are being misused. BBW will endeavour to give customer reasonable notice of any suspension required by the Network Operator.

**7.2** BBW may suspend the Services in circumstances when we would otherwise be able to terminate the Contract.

**7.3** BBW will not be liable to you for any losses that are incurred by customer as a result of suspension of the Services.

**7.4** Any suspension of the Services for any reason whatsoever, including temporary disconnection, will not affect customer obligation to pay for the Services during or after the period of suspension.

**7.5** Where suspension arises because of a breach of the Contract by customer, BBW reserve the right to charge an administration fee to cover our costs incurred for any suspension.

## **8. Liability**

**8.1** Neither party's liability in respect of death or personal injury caused by or arising from that party's negligence is affected by anything in this Agreement.

**8.2** Unless warranties, representations, agreements, terms or conditions, either express or implied, including as to merchantability and fitness for purpose, are expressly set out in this Agreement, then such warranties etc. are expressly excluded.

**8.3** Neither party shall be liable to the other for any consequential losses arising from or in connection with the Agreement.

**8.4** The Customer accepts that they have responsibility for the water and waste water pipework in, on or under the property at which the supply point is located. This includes but is not limited to loss of water, damage of the meter by frost, or flooding of water or waste water due to the condition of that pipework. The Customer accepts that if they ask us to visit their premises unnecessarily they will be liable for the charges.

**8.5** BBW is bound by the Legislation, copies of which are available on Water Industry Commission for Scotland's website, our regulator.

**8.6** Any act or failure by Scottish Water that results in loss or damage to the Customer that results in compensation is limited to the amount that is recovered from Scottish Water.

## **9. Ending the Contract**

**9.1** Without limiting the Customers other rights or remedies the Customer may terminate the contract during the Contract Term or any Renewal Period by giving BBW 20 Business Days written notice. If this means the Customer's Fixed Term or Renewal Period ends early the customer agrees to pay BBW a sum equal to the difference between (1) the sum that would have been paid for the Service if it had been supplied to the Customer under the Default Tariff from the start of the Fixed Term or Renewal Period whichever is later, to the date of Termination and (2) the price the customer would have been charged for the Service during the same period. The Customer agrees that the aforementioned represents a fair and reasonable estimate of the losses, costs, and expenses which BBW would suffer if the contract is terminated early.

**9.2** If this contract is not terminated by the Customer or BBW in accordance with this Clause 9, at the expiry of the relevant Contract Term the Contract shall continue on a rolling annual basis (Renewal Period) or any subsequent Renewal Period.

**9.3** If the Contract is terminated, the Customer agrees to provide BBW with the final meter readings (where a meter is fitted) within 14 days of the Contract terminating. If the customer does not provide BBW with final meter readings BBW will use an estimate based on historic consumption market data to calculate final meter readings as applicable.

**9.4** Where the Customer is a Deemed Customer on a Deemed Contract the Customer may terminate the Contract at any time.

**9.5** If the Deemed Contract is terminated the customer will be responsible for identifying a new supplier and any charges associated with transferring the Service. If the customer does not transfer to a new Supplier from the date of the Contract is terminated BBW will continue to supply the customer on these terms and will charge the customer in accordance with the Default tariff. The Customer agrees to reimburse BBW for all the costs that BBW reasonably incur until the earlier (1) supply to the site being disconnected or (2) the date on which another Supplier becomes the responsible Supplier.

**9.6** BBW may end the Contract at any time if the Customer has committed a material breach of this Agreement (including but not limited to none payment of any invoices by the Due Date and does not pay such amount in full within 14 days of BBW informing the Customer of this failure, and none compliance with this Agreement due to ceasing to be responsible for the Service, e.g. when closing, or moving the premises of, the business) or if the Customer has a Receiver, Administrative Receiver, Liquidator or Supervisor of a Voluntary Arrangement appointed over it, or over any part of its undertaking or assets or a resolution is passed for its Winding Up, Sequestration, or if an Administration Order is made, or if it enters into a Voluntary Arrangement with its Creditors, or ceases or threatens to cease to carry on business.

**9.7** The Customer will be solely responsible for finding a new provider of the Service after termination and all charges associated with this. If a customer chooses to continue to receive the Service after termination, they will be charged for the Service according to the Default Tariff.

## **10. Disconnections and Reconnections**

**10.1** BBW may begin the procedure to either temporarily or permanently disconnect the Service in accordance with the Disconnections Document, including any relevant limitations, if the customer fail to:

- a. pay BBW an amount properly due, including a refundable security deposit;
- b. comply with the Network Operator Byelaws; or
- c. allow BBW or the Network Operator access to the meter and any such failure is not remedied within 14 days, without prejudice to any other rights or remedies that BBW may have.

**10.2** BBW will issue a Disconnection Warning Notice (as defined in the Disconnections Document) to customer as the occupier of the Site and, where required, to the owner of the Site. The Disconnection Warning Notice will include information about how to contact BBW if you dispute the basis for the disconnection or customer believe the supply falls within one of the exemptions set out in the Disconnections Document.

**10.3** BBW may either temporarily or permanently disconnect customer Site from the Service for the reasons set out in clause 10.1 above or on customer request for refurbishment, or any other reasonable request.

**10.4** A permanent disconnection, where there is no longer a legal supply point for a Water supply through the Network Operator infrastructure, can occur:

- a. if customer illegally use the Service;
- b. at customer request if the property is being demolished or for some other reason; or
- c. where clause 10.3 applies

**10.5** If BBW disconnect or suspend the Service, it does not mean that the Contract is automatically at an end. Customer will continue to be charged for any aspect of the Service which is provided.

**10.6** Any temporary or permanent disconnection may incur a disconnection fee. Any other additional costs incurred during the disconnection process will be invoiced to customer in the normal manner. Customer agree to pay the total cost for any disconnection(s).

**10.7** Reconnection will occur when any reason(s) for disconnection have been fully resolved. Reconnection may result in a fee becoming payable to BBW to cover the costs involved in reconnection ("Reconnection Fees"). Any Reconnection Fees will be notified to customer prior to reconnection and must be paid before a reconnection will be made. BBW will only request that the Network Operator reconnect your Water supply once BBW are satisfied that all outstanding issues are fully resolved, including pre-payment of any reconnection fees.

**10.8** A permanent disconnection can only be reconnected by applying to the Network Operator for a new connection. The Network Operator may refuse if customer are the continuing occupier of the Site and the disconnection was initiated due to breaches of this Contract. If BBW have initiated the disconnection, the Network Operator may require BBW to give our consent for reconnection to occur

## **11. Fair Usage Policy**

**11.1** BBW operates a fair usage policy. If the Customer exceeds their volumetric capacity for their meter size, or if BBW believes that the Customer's use of the Service is adversely affecting the network (or any part of it) or other users, then BBW may either regulate the Customer's usage or suspend the Service (at its sole discretion). The Customer may also be required to pay to increase their meter size, and hereby accepts any associated charges for this work to take place.

## **12. General**

**12.1** The Customer may not assign or transfer this Agreement or any rights hereunder to any third party, without the prior written consent of BBW. BBW may assign or transfer this Agreement or any rights hereunder without consent of the customer.

**12.2** The remaining parts of this Agreement shall remain in full force in the event that any part of this Agreement shall be invalid, illegal or unenforceable, as if the unenforceable part had been omitted from the original Agreement.

**12.3** All the terms of this Agreement are set out herein. Neither party has relied upon any representations, assurances or other agreements unless set out herein.

**12.4** BBW may change the terms and conditions of this agreement upon giving 14 days' notice.

**12.5** If in the unlikely event you have a complaint about the service received, please refer to our website [www.bluebusinesswater.com/contact](http://www.bluebusinesswater.com/contact) to follow our internal complaints procedure.

**12.6** No waiver by either party shall constitute any variation to this Agreement.

**12.7** Singular words shall be construed as including words of the plural and vice versa.

**12.8** Any notices given by the Customer under this Agreement shall be made in writing and sent by registered post. Any notices given by BBW under this Agreement shall be made in writing, and sent by post or email. In either event, the address for service shall be the address given overleaf for each party, unless changed; in which case, notice of change shall be given in accordance with the terms of this clause.

**12.9** This Agreement shall be governed by and interpreted in accordance with the Laws of Scotland for supplying in Scotland to non-Household Customers. Both parties agree to keep to any permits, consents and the Scottish Water Byelaws.

**12.10** All changes made under clause 3.1 and/or clause 12.4 will be advised either in writing or on BBW's website [www.bluebusinesswater.com](http://www.bluebusinesswater.com) or any other website used by BBW as its principal website or any other website notified to the Customer to be used for this purpose.

**12.11** Any unresolved dispute, which may arise under, out of or in connection or in relation to this Agreement, shall be referred to the exclusive jurisdiction of the Scottish courts.

### **13. Data Protection Policy**

**13.1** BBW will use information they have about the Customer and their account to administer and manage the account. These uses include, but are not limited to, internal Market research, billing and providing up to date information on water, associated waste efficiency and safety issues.