

## TERMS & CONDITIONS

### 1. Definitions

**We/us** – Pinnacle Business Water.

**You/your** – The company representative(s) who have entered into the agreement with us. If this is more than one company, each company or representative will be jointly and severally liable for any money owed to us. This means we will be entitled to claim all the money owed from any company.

**Agreement** – These Terms & Conditions.

**The Legislation** - Water Services Etc (Scotland) Act 2005.

**Supplies** – Water and/or the removal of any associated waste water including surface water and trade effluent.

**Network operator** – The company that maintains the water distribution systems that supply your premises and the systems that remove any associated waste water including surface water and trade effluent.

**Premises** – The commercial property where we will provide the services as set out in your quotation.

**Plan/Product** – The combination of supplies, discounts and payment method, which form this agreement.

### 2. Agreement

This agreement is between you and us for the supply of water and/or the removal of any associated waste water including surface water and trade effluent. This agreement is governed by the laws of Scotland for supplying water services in Scotland. Nothing in this agreement affects your statutory rights.

We and the network operator reserve and maintain our rights set out in the legislation and our licences. The network operator may enforce any provision of this agreement in which it has rights.

### 3. Changes to prices or this agreement

There could be situations where we may be required to change your prices and/or discounts or other terms of this agreement. Any decision by the Scottish Government could result in changes to price/discount which would impact on these terms and conditions.

If we do make changes to your significant disadvantage, we will notify you about when they will take effect. If you do not accept the changes, you can end this agreement by telling us within 28 days of receiving our notification and arrange your registration with another water supplier. If you do this, the changes will not affect you unless your transfer to a new supplier does not take place before the changes are in force. In that case we reserve the right to implement new terms until the date of transfer.

### 4. Terminating this agreement

If you wish to terminate this agreement due to non-performance of **Pinnacle Business Water** or due to an alternative offer being accepted from another water supplier, this will be facilitated without a penalty clause being applied.

Following 28 days' written notice, we will close your account to the final date or meter reading. You must pay any outstanding balance in full prior to the transfer date. If you have an outstanding balance on your account, we may stop you registering with another supplier until the debt is cleared.

### 5. Meter readings

We will make every reasonable effort to ensure your meter is read every six months. If we do not have a customer or actual meter reading, we will estimate your bill based on your previous average daily consumption. If previous meter reads are not available, we will use industry averages to estimate your consumption and associated returns of waste water. We will use meter readings as proof of your water usage unless your meter is found to be faulty. Either of us can arrange for the meter to be tested. If you ask for a test by an independent meter examiner you must pay for the test in advance. If you ask for a meter accuracy check to be carried out by the network operator, there may also be charges applied and these must be paid in full when the invoice is issued. If the meter is found to be accurate, the charges will not be refunded, if they are incorrect we will immediately arrange for compensation to be made to you. Charges for meter testing by the network operator will be based on reasonable costs. **Pinnacle Business Water** and the network operator have no control over charges levied by independent meter examiners.

### 6. Invoicing

You will receive invoices on a monthly basis for metered premises. Annual invoices will be issued for unmeasured or surface water supplies. Changes to billing terms can be agreed by both parties as an addition to these standard terms and conditions.

### 7. Payment

Payment terms are monthly in advance by Direct Debit. If no payment plan is in place, advance payment in full is required and invoices are due and payable upon receipt unless agreed otherwise as part of the agreement.

If you have a query or are disputing your invoice, you should contact us immediately. We will work with you to resolve the issue. You must pay or arrange to pay any undisputed amount.

If you do not pay as per the detail of the agreement, or if you do not contact us to negotiate a payment plan, you are at risk of having your services disconnected. If an agreed payment is not received, we will:

- a) Contact you informing you of the payment failure and give you 10 days to rectify this.
- b) If payment is still not received, we will instruct the network operator to disconnect the supply and we will give you a 28 day notice period.

Charges still apply during a temporary disconnection. If you do not pay the next advance payment together with the outstanding balance after disconnection, we may charge you our reasonable costs to recover any money you owe. These costs may include but are not limited to:

- visiting a property to collect money you owe;
- obtaining a warrant;
- disconnecting and reconnecting your supply.

## 8. Other charges

We may charge you our reasonable costs if:

- you damage our equipment or equipment provided by the network operator;
- you fail to take reasonable steps to protect our equipment or equipment provided by the network operator;
- you ask us or our agents to visit your premises unnecessarily.

## 9. Data Protection

We will use information we have about you and your account to administer and manage your account. These uses include, but are not limited to, market research, billing and providing up to date information on water, associated waste water efficiency and safety issues. Your records may also be shared with other organisations and used by us to recover debt trace debtors and prevent money laundering or fraud. Unless you tell us otherwise, we will provide you with up to date information on other plans, services and special offers we provide. Calls may be monitored or recorded for training purposes.

## 10. Moving or Leaving Premises

If you move or intend to close your premises:

You must give us at least 48 hours' notice or we will continue to charge you until:

- you tell us you have moved or closed the premises;

- we next read the meter;
- another person takes responsibility for the supplies;

If you rent the premises, you must give us full contact details for the landlord/proprietor of the property.

We will close your account to the final reading and you must pay the balance in full.

### **11. Access to your premises**

You must allow the network operator or any person authorised by us access to your premises to carry out services. In an emergency, we or the network operator may require you to stop using water or disposing of associated waste water. We, and the network operator, will take reasonable care when working in your premises.

### **12. Interfering with equipment**

If you take or attempt to use water by interfering with our, or the network operator's equipment, we may disconnect your supply, calculate how much you owe us, bill you for charges and prosecute.

### **13. Liability**

We and the network operator may be liable for death or personal injury caused by our negligence and any loss that is a foreseeable consequence of our breach of this agreement, negligence or breach of statutory duty. We are not liable for any other loss including those caused by an event or circumstances beyond our control and any business losses.

### **14. Contact**

You can contact us by:

Telephone – 0141 212 0210

Email – [customerservices@pinnaclebusinesswater.co.uk](mailto:customerservices@pinnaclebusinesswater.co.uk)