Terms and Conditions for England Water services

1. Introduction

1.1 This document sets out the terms and conditions that will apply if we supply your business with any or all of the following services: Water, Foul Waste Water, Property Drainage, Highways Drainage or Trade Effluent. These terms and conditions will apply whether you entered into an oral Contract with us over the phone or a written Contract, or where you are a Deemed Customer.

1.2 We have explained the meaning of capitalised words used in these conditions in clause 19 ("Interpreting this Contract").

1.3 You understand and agree that the Contract is legally binding (whether entered into by you or somebody acting on your behalf) and you must comply with the obligations and responsibilities placed on you by the Contract. If you do not, we may take legal action against you.

1.4 Nothing in this Contract will affect your rights which arise from the minimum requirements put on us by the conditions of our Supply Licence.

2. Before we supply you with the Service

2.1 We agree to supply you with the Service on the basis that:

a. you have the authority to enter into the Contract, and you are the owner or occupier of the Site;
b. on the date we are due to start providing the Service under this Contract, you have no contract with, or obligation to, another supplier for any or all of the following: Water, Foul Waste Water, Property Drainage, Highways Drainage or Trade Effluent which will prevent us from becoming the Responsible Supplier;
c. you confirm that you will use the Service we supply entirely or mainly for business purposes, and not for domestic purposes;
d. you will provide us with a meter reading, or allow us access to the Site to obtain a meter reading, and you consent to us liaising with your previous supplier, or other industry parties, to obtain information we reasonably require to carry out the transfer of the Service or commence supplying the Service to any Site. If requested, you will provide us with a Letter of Authority to enable us to carry out the above;
e. if requested, you will provide us with a deposit for supply of the Service and/or a Direct Debit form;
f. you agree that we may carry out a credit reference search against you if we think it is appropriate or necessary.

2.2 We will only be obliged to supply you with the Service if:

a. you have met the conditions set out in clause 2.1;
b. we are allowed to supply you under the terms of our Supply Licence;
c. we have been able to identify the Site and SPID;
d. the results of any credit reference search carried out on you are acceptable to us;
e. we are able to register as the Responsible Supplier to each SPID.

3. Becoming and remaining your supplier

3.1 The Contract is binding on you and us from the date it is entered into, but we will only start to supply the Service to the Site from the date on which we become the Responsible Supplier.

3.2 We will normally start to supply part or all of the Service within 28 days of the date you enter into the Contract, unless:

a. we agree otherwise;
b. your current supplier prevents the transfer;
c. we do not receive all the necessary information required to complete the transfer; or
d. we are required to arrange a new connection.

3.3 You must do all that you reasonably can to help us become the Responsible Supplier, which may include providing us with information or contacting your previous supplier if we ask you to do so.

3.4 If we are not able to become the Responsible Supplier for any of the reasons set out in clause 3.2, we will try to become your supplier within 28 days of the date that the final reason for the delay has been resolved.

3.5 We will not be responsible for any losses caused by any delay or failure in us becoming the Responsible Supplier for reasons which are beyond our reasonable control.

3.6 Once we have become the Responsible Supplier, we will be entitled to stop you from transferring the Service at the Site to which this Contract applies to if:

a. the transfer is due to complete during the Fixed Term and you have not provided us with the notice required under clause 13.4;
b. you fail to pay any amount payable by you under the Contract and such amount(s) remain unpaid for more than 90 days; or
c. we have begun the process of disconnecting the Service.

3.7 If we do agree to you transferring the Service to a new supplier even though clauses 3.6(a), 3.6(b) or 3.6(c) apply, you will not be relieved from your obligations to pay us any sums due under the Contract.

4. Service

4.1 We will provide the Service to you on the terms set out in the Contract. We or the Network Operator may vary the Service at any time for technical, operational or other reasons. Where we vary the Service, we will try to give you notice of this where reasonably possible. Where the Network Operator varies the Service, we will notify you within a reasonable time after being informed by the Network Operator of the variation.

4.2 We reserve the right not to provide the Service where it cannot reasonably be provided due to any geographic, practical, regulatory or technical issues, or any other issue outside of our reasonable control. Where we are unable to provide the Service, or where there is a delay in providing the Service, we shall not be liable for any delay or failure which results from events, circumstances or causes beyond our reasonable control.

5. Length of the Contract

5.1 This Contract will continue for at least the Fixed Term.

5.2 The Fixed Term will begin on the date we become the Responsible Supplier and start to provide the Service. We will write to you to confirm both the Contract start date and the date on which we become the Responsible Supplier.

5.3 We will send you a renewal notice at least 30 days before the end of the Fixed Term or Renewal Period (as the case may be). This will explain how you can end the Contract, the options for renewing the Contract and the tariffs available to you (including the Tariff we will charge you if you continue to take the Service at the end of the Fixed Term or Renewal Period without renewing the Contract).

5.4 If at the end of the Fixed Term or Renewal Period we have not agreed a Renewal Period or further Renewal Period, we will continue to supply you under these terms until we either agree this or you transfer to a new supplier in accordance with clause 13.7.

6. Deemed Customers

6.1 This clause only applies to Deemed Customers.

6.2 The following clauses of the Contract do not apply to you if you are a Deemed Customer: 2.1, 2.2, 3.2, 5, 9.4(a), 9.6, 13.2, 13.3, 13.4 and 13.10. The remainder of these terms and conditions will apply, as long as they do not conflict with anything in this clause 6, until you either enter into a formal Contract with us or you transfer the Service to another supplier.

6.3 Unless we agree otherwise with you we will calculate charges for the Service supplied to you in accordance with clause 8 from the following dates:

a. if you are a Deemed Customer because the Site is a Gap Site, we will calculate charges from the date we become the Responsible Supplier for the Site;
b. if you are a Deemed Customer because you are the new occupier or owner at the Site and we are the existing Responsible Supplier, we will calculate charges from the date you became responsible for the Site; or
c. if you are a Deemed Customer because we have been appointed as your Provider of First Resort or Supplier of Last Resort, we will calculate charges from the date provided in the notice from the Regulator to us informing us of our appointment.

6.4 As a Deemed Customer, you will be charged for the Service using our Default Tariff, unless we agree otherwise with you.

6.5 As a Deemed Customer, you can end the Contract at any time by transferring away. You remain liable for all charges during the period you were with us.

7. Your obligations during the Contract

7.1 You must pay us for the Service we supply as set out in clause 9.

7.2 If you become aware that you may significantly increase usage at a Site, you must tell us at soon as reasonably possible after becoming aware that you will significantly increase usage.

7.3 You agree and undertake:

a. that you are responsible for the usage of the Service, whether authorised by you or not. You also agree that we are not obliged to monitor the level of Water, Foul Waste Water, Property Drainage or Highways Drainage usage forming part of the Service and/or to report unusual usage patterns;

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b. to comply with any obligations placed on you by this Contract, any regulatory conditions and other laws, licences, conditions, codes, regulations and Trade Effluent Consents (as issued by the Environment Agency) relevant to the provision or use of the Service, including the Network Operator Byelaws;
c. to remain responsible for all pipes and apparatus required to provide the Service that are situated beyond the Point of Demarcation and, where necessary or required by us, to employ a qualified plumber or engineer at your own cost to rectify or repair any pipes and apparatus required to provide the Service, including any interior or exterior building work necessary to ensure that any meter is accessible;
d. to use only Customer Equipment that is in good working order, is maintained competently, is compatible with the Service and complies with all relevant technical standards, legislation and regulation relating to its use;
e. to permit the Network Operator (at the Network Operator's expense) to install, operate, renew and maintain any Equipment including but not limited to pipes and/or meters to transport measure and control Water before the Point of Demarcation (Equipment), all of which shall remain in the ownership of the Network Operator. You give us permission to organise this on your behalf;
f. to give us 30 days' notice of any changes in your circumstances or personal details including change of address, consent for Trade Effluent changes, adjustment in Rateable Value due to changes at the Site, and property eligibility changes;
g. to allow us or our agents access to the Site for the purposes of installation, maintenance, disconnection or inspection of Equipment, meter reading or meter testing;
h. If the property is rented you must provide us with your landlord's details prior to vacating the Site, otherwise you may remain liable for any charges incurred until there is a new tenant.

8. Measuring or estimating your Service usage

8.1 If the Site contains a meter measuring the Water supplied under the Service, we will use the reading shown on the meter to calculate Usage Charges under this Contract, unless that meter is found to be inaccurate.

8.2 Where a meter is installed but a reading is unavailable, we will use an estimate based on historic consumption market data to calculate your Usage Charges.

8.3 Foul Waste Water removal will be assumed to be 95% of the Water measured entering into the Site unless proven otherwise to the satisfaction of the Network Operator.

8.4 Property Drainage and Highways Drainage will be calculated by either or both of the following as decided by the Network Operator:

a. according to the Rateable Value of the Site. Further information on this can be found at https://www.gov.uk/government/organisations/valuation-office-agency; and/or
b. the size of the Site in meters squared.

8.5 If you believe that the meter at any Site is inaccurate, you can ask us to verify the meter readings for accuracy:

a. if the tests to verify the meter show that the meter is measuring accurately, the costs of the verification will be payable by you;
b. if the tests to verify the meter show that the meter is measuring inaccurately, then we will adjust the Usage Charges in relation to that meter from the penultimate date on which the meter was last read (apart from the verification tests) and the amount of money due from us to you, or from you to us, will be reflected in our invoices to you;
c. if the meter is proved to have begun measuring inaccurately on a different date to that set out in clause 8.5(b) above, we will liaise with you to resolve this.

8.6 If there is no meter at the Site, the Service we supply will be measured using the Rateable Value or assessed usage for the Site using methodology set by the Network Operator.

8.7 If a data logger is installed privately at the Site, you must tell us immediately. You accept liability for the meter, and any charges which result from damage to the meter or any Equipment incurred during the installation of the data logger.

8.8 The meter remains the property and responsibility of the Network Operator throughout the time the meter is installed.

8.9 Any private meter installed at the Site will be your responsibility to maintain and any consumption recorded by the meter must be verified, at your expense, if we require you to do so.

9. Charges

9.1 You agree to pay us the Charges for the Service we supply to you (whether estimated or measured).

9.2 Unless otherwise agreed, we will send you an invoice with Charges for the relevant period by pre-paid post or e-billing. You will be billed either in advance or in arrears as detailed on your Tariff or as otherwise notified.

9.3 Any Charges stated are exclusive of any applicable tax (including VAT), duty or levy, which will be added to sums due to us as appropriate at the prevailing rate. You will be charged VAT at the standard rate unless we receive a declaration from you that the Service should be "zero rated" as defined by HMRC. You can find more information about this at kinex.co.uk/vat-declaration.

9.4 You will pay the Charges and any other sum set out in each invoice to us:

a. by Direct Debit (unless otherwise agreed); and
b. in accordance with the advance notice given on your invoice, or, if no time limit is given, by the Due Date.

9.5 If you do not pay all Charges by the Due Date, we may charge you interest and fixed-sum charges (which vary depending on how much you owe us) at the levels set out in the Late Payment of Commercial Debts (Interest) Act 1998 together with our reasonable costs. The interest rate as set by the Act is currently 8% above the Bank of England base rate.

9.6 It is your responsibility to ensure that there are sufficient funds in your account to cover the Direct Debit payment. If you do not pay all Charges by Direct Debit payment (whether because you have not set up a Direct Debit or if your Direct Debit fails to be collected or otherwise) we may charge you as set out in the Pricing Schedule. You must tell us promptly of any changes to your bank details that may affect payment of the Charges. This Clause does not affect any other rights or remedies we have under this Contract.

9.7 You agree to reimburse and indemnify us for all expenses and costs, including all legal and professional fees, incurred by us as a result of your failure to pay the Charges and any fees or charges when due.

9.8 Unless otherwise agreed, we will send you your invoice by paper billing and will charge the relevant fee for paper billing detailed in the Pricing Schedule.

9.9 If we are e-billing, you will notify us of the email address and, if an e-billing account is used, you must keep your password secure and confidential. We may close your e-billing account at any time without notice if we have reason to believe that the account is being accessed or used in an unauthorised manner.

9.10 Any payments made by you to us, including payments for services other than Water or Foul Waste Water, Property and Highways Drainage and Trade Effluent, may be applied by us as we deem appropriate, including to reduce debts owed by you to our Affiliated Companies.

9.11 If there is a genuine dispute about any Charges, you shall pay the Charges in full but if we subsequently reach agreement on the disputed Charges, an adjustment (debit or credit) shall be made to a subsequent invoice.

9.12 Where we owe you a credit under the Contract, we may set-off the credit against any amounts that you owe us or our Affiliated Companies under this Contract or any other agreement. You may not set-off any charges you owe us against any amounts we or our Affiliated Companies owe you under this Contract or any other agreement.

9.13 Where a credit arises under clause 9.12 and we do not exercise our right to set-off, we will deduct the amount from your next invoice.

9.14 If you fail to pay when due any amount payable by you under the Contract and do not pay such amount in full within 14 days of us informing you of such failure, all amounts under the Contract will be immediately due and payable. In addition, we will be entitled to:

a. require you to pay the Charges for each month in advance based on our estimate of likely Service consumption in that month (subject to a reconciliation against actual consumption at least once in every 12 month period);
b. require from you a security deposit, guarantee or bond; or
c. end the Contract under clause 13.9.

9.15 If you do not pay any of the Charges by the payment date, we may pass information relating to your failure to pay onto a credit reference agency.

9.16 If you fail to provide us (in breach of clause 7.3(f)) with at least 30 days' notice of any change which may alter the Charges payable by you, including but not limited to: change of address, consent for Trade Effluent changes, adjustment in Rateable Value due to changes at the Site, and property eligibility changes, then you agree that you are liable for, and will pay, all Charges properly calculated in accordance with the up to date information provided by you from the date the change occurred.

10. Faults and emergencies

10.1 You undertake not to use the Service in any way that could, or 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

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with the efficient supply of the Service to other customers.

10.2 Where you believe that there is, has been or is likely to be a leak causing loss of Water or pressure, burst pipe, flood or other emergency that affects your Service you must immediately notify the Network Operator and us.

10.3 If you believe that the Equipment may be damaged or that there is a fault which affects the Service, then you should report that to us, with sufficient detail, as soon as possible.

10.4 In an emergency, we or the Network Operator may require you to stop using Water or disposing of associated Water or privately supplied Water and you agree to act as directed.

10.5 If the fault, including any leak, occurs past the Point of Demarcation, and is therefore considered your responsibility, you must employ a qualified plumber as soon as possible to rectify the issue before damage to third party property occurs. We do not accept liability for any flooding or other damage that occurs due to your negligence or failure to comply with this clause 10.5.

10.6 If the Equipment becomes damaged, whether by you or by any person on your premises (save for our employees or agents), or becomes damaged or develops a fault due to the use of unapproved equipment or Customer Equipment or your negligence, you agree to pay us for the costs of any remedial work undertaken to repair the damage caused or replace the Equipment.

11. Suspension of the Service

11.1 The Network Operator is entitled to suspend the Service in order to maintain, repair or improve the Water Network and/or the Sewerage Network, or if it is obliged to do so by any direction or request from any Government department, emergency service, regulatory or administrative authority, or if it reasonably believes that the Service is being misused in any way, or for any other reason as permitted under the Operational Terms in place from time to time. We will not be liable to you for any losses that are incurred by you as a result of such suspension nor will we interfere with the Network Operator's right to suspend the Service.

11.2 Any suspension of the Service for any reason whatsoever, including temporary disconnection, as a consequence of your failure to pay Charges, will not affect your obligation to pay for the Service during the period of suspension or after a suspension. We reserve the right to charge an administration fee to cover our costs incurred for any suspension which arises because of a breach of this Contract by you.

11.3 Where possible, we will give you notice of any suspension or interruption to the Service required by the Network Operator.

11.4 We may suspend the Service in circumstances where we would be entitled to terminate this Contract, or when you have failed to pay any amount due, or we reasonably believe that you will fail to pay any amount due or to become due. Any such suspension will be without prejudice to our right to terminate the Contract.

12. Changes to the Contract

12.1 We may increase the Usage Charges, amend the Tariff, amend the Pricing Schedule and change any term of the Contract at any time by publishing the changes online at kinex.co.uk/terms-and-pricing (or any other online address of which we notify to you) and/or notifying you in writing by email or post or notice in our invoices or notice on Customer Zone.

13. Ending the Contract

13.1 If this Contract is not terminated by you or us, in accordance with this clause 13, it will continue after the expiry of the Fixed Term or any subsequent Renewal Period on these terms until we are no longer the Responsible Supplier.

13.2 You may end this Contract during the Cooling Off Period with no termination charge.

13.3 If you are in a Fixed Term or a Renewal Period, you can terminate this Contract by giving us not less than 30 days' written notice, in which case the Contract will terminate at the end of the Fixed Term or Renewal Period (as the case may be).

13.4 If you do not want to wait until the end of the Fixed Term or Renewal Period (as the case may be), before ending the Contract, you can end the Contract by giving not less than 20 business days' notice. Termination of the Contract in accordance with this clause 13.4 will result in a termination fee being payable as set out in clause 13.10.

13.5 If you are not either (1) in a Fixed Term or Renewal Period; or (2) a Deemed Customer, you can terminate this Contract at any time by giving us not less than 20 business days' notice.

13.6 Where you are a Deemed Customer, you may terminate the Contract at any time in accordance with clause 6.5.

13.7 If you terminate this Contract, you will be responsible for identifying a new supplier and any charges associated with transferring your service. If you do not transfer to a new supplier, from the date the Contract is terminated we will continue to supply you on these terms and will send you a notice confirming the Tariff that will be applicable from the date of termination. You agree to reimburse us for all the costs that we reasonably incur until the earlier of (1) supply to the Site being disconnected; or (2) the date on which another supplier becomes the Responsible Supplier.

13.8 If this Contract is terminated, you agree to provide us with final meter readings (where a meter is fitted) within 14 days of the Contract terminating. If you do not provide us with final meter readings we will use an estimate based on historic consumption market data to calculate final meter readings as applicable.

13.9 We may end the Contract at any time for any or all of the Sites if:

a. you fail to pay any amount payable by you under the Contract by the Due Date, and do not pay such amount in full within 14 days of us informing you of this failure;
b. you are in breach of any of the terms of the Contract (other than for failure to pay), and (if the breach is capable of remedy) you do not remedy the breach within 14 days of us informing you of this breach;
c. we reasonably believe that you have made unauthorised use of the Service supplied to you;
d. there is an Insolvency Event;
e. it becomes unlawful for us to comply with any material provision of the Contract;
f. a landlord's consent is required for us to become the Responsible Supplier to the Site and you have not obtained such consent on terms acceptable to us (or that consent ends);
g. you do not provide us with the security deposit, guarantee or bond referred to in clause 9.14(b) within 14 days of us requesting you to do so;
h. any information you have provided to us is incorrect;
i. any of the termination reasons set out in the Supply Licence apply.

13.10 If you are in your Fixed Term and this Contract is terminated under clause 13.4 or 13.9 then you agree to pay us a sum equal to the total amount that would have been payable for the Services supplied to you if they had been supplied under the Default Tariff since the start of the Fixed Term, as the case may be, minus the price you have paid for the Service under the Tariff in addition to an administration fee of £249. You agree that this payment represents a fair and reasonable estimate of the losses, costs, and expenses, which we will suffer in the event that the Contract is terminated pursuant to clause 13.4 or 13.9.

13.11 If you cease to trade and wish to terminate this Contract, you will not be liable for a termination fee under clause 13.10 if you provide satisfactory evidence that you have ceased to trade, which may include the withdrawal of the property from the Valuation Office's register and providing us with the replacement council tax reference number. Where you are remaining at the Site, we will then submit a deregistration request on your behalf and the Service will be resumed by the Network Operator to the Site as a household property. If you remain at the Site continuing to use the Service without being deregistered then you will continue to be liable to pay the Charges. If this Contract is terminated under clause 13.9(d) or this clause 13.11 and you remain at the Site and continue to use the Service, you agree that you will remain liable and will pay to us all Charges during that period as a Deemed Customer until you:

a. enter into a new contract as either a new company or a sole trader;
b. transfer to another supplier, moving all aspects of the Service away; or
c. leave the Site.

13.12 The Contract will automatically terminate immediately if our Supply Licence is revoked, or if another supplier is given a "last resort supply direction" (as defined in the Supply Licence) in respect of the supply of the Site(s). We may also terminate this Contract immediately if the Regulator directs another supplier to take over your supply.

13.13 If we end the Contract in respect of any or all of the Sites in accordance with clause 13.9 and 13.12:

a. we will tell you when the Contract will end;
b. you will pay us all sums due and payable or accrued under this Contract and, in the case of termination in accordance with clause 13.9 (a), (b), (c), (f), (g) or (h), any losses and costs we incur as a result of the early termination of the Contract and the enforcement of our rights;
c. you will allow us or our appointed agents to enter the Site(s), to remove any of our or their equipment and/or to disconnect the supply point or some other point to effect the discontinuance of supply.

13.14 If during this Contract a SPID at the Site is being registered or has been registered by another supplier for any reason other than as a result of any default by us or proper termination of this Contract, then you authorise us and will provide us with all reasonable assistance required to either, at our discretion:

a. raise an objection to such registration;
b. re-register the SPID with us as the Responsible Supplier.

14. Liability

14.1 Neither you nor we will be liable for any failure, delay or breach of this Contract caused (directly or indirectly) by any event or

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circumstance which is beyond our reasonable control, for example, floods, storm damage, terrorist activity or armed conflict. This does not include a lack of funds or the consequences of an economic downturn.

14.2 Subject to clauses 9, 14.3 and 14.5, neither you nor we will be liable to each other for loss or damage arising in connection with this Contract (whether resulting from breach of this Contract, negligence or otherwise) except where such loss or damage was reasonably foreseeable as likely to result from such breach. Further, we will only be liable to you if there has been physical damage to your property or to the property of any third party for which you are liable provided that:

a. our liability to you will be limited to £50,000 per incident or series of incidents;
b. if you wish to bring a claim against us in relation to the supply of the Service or any connected matter, any claim must be notified to us in writing within 2 years of the date you became aware, or you ought reasonably to have become aware, of the circumstances giving rise to the claim, failing which all liability is excluded; and
c. we shall not be liable to each other for any loss of profit, revenue, business, savings (anticipated or otherwise), damage to reputation or any other form of indirect or consequential loss. For the purposes of this clause 14.2, property shall include work in progress valued at cost.

14.3 Nothing in this Contract shall exclude or limit the liability of any party for death or personal injury resulting from the negligence of that party or your liability for any sums properly due to us under this Contract.

14.4 Neither we nor our officers, employees or agents shall be liable to you for:

a. loss or damage arising out of any act or omission of the Network Operator in the performance of its duties; and
b. any modifications to the distribution or metering system. If you modify the metering equipment then you warrant that you will indemnify us against all costs, losses, claims or demands and expenses including (without limitation) legal expenses which we may suffer or incur as a result of such modification.

14.5 You must reimburse us for all costs and losses we suffer as a result of your breach of the terms of the Contract or any law, regulation or agreement about the connection or use of the Service we supply, or failing to use Equipment or Customer Equipment in line with all relevant law and regulation. You also agree to reimburse us for any costs or losses we suffer as a result of your employees, agents, representatives or partners failing to adhere to the terms of the Contract or any applicable law or industry code.

14.6 You and we agree that each sub-clause of this clause 14 is separate and severable, and if one or more of the sub-clauses is held to be invalid, unlawful or otherwise unenforceable the others shall remain in full force and effect and shall continue to bind us and shall survive termination of this Contract.

14.7 Except as provided in this Contract, you and we agree that all rights and remedies provided by statute or common law are excluded from application under this Contract to the fullest extent possible.

14.8 You agree that we shall hold the benefit of this clause 14 for ourselves and as trustee and agent for our officers, employees, agents and contractors.

14.9 Where we agree to supply the Service to entities which are linked to you, you are liable for everything those linked entities do or do not do and agree to make those entities aware of these conditions.

14.10 You accept that you have liability for the pipework in, on or under the Site past the Point of Demarcation that is connected to the Water Network and/or Sewerage Network. This includes but is not limited to loss of Water, damage of the meter or pipework by frost, or flooding of Water or Foul Waste Water due to the condition of that pipework. You accept that if you ask us to visit the Site unnecessarily you will be liable for any costs incurred by us or on our behalf in attending the Site.

14.11 We shall not be liable for loss or damage caused to you by any act or failure by the Network Operator.

15. Disconnection and reconnections

15.1 Subject to clause 15.8, if you fail to comply with any of your obligations under clause 7.3 and your failure to comply is not resolved within 7 days of written notice to remedy being given by us, or if any invoice remains unpaid for more than 14 days after its Due Date, we will be entitled to begin the disconnection procedure in accordance with the Disconnections Document to suspend or disconnect some or all of the Service, without prejudice to any other rights or remedies that we may have.

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

15.3 Subject to clause 15.8, we may either temporarily or permanently disconnect your Site from the Service in the following circumstances:

a. if you do not pay to us any amount when due, including a refundable deposit if requested, after receipt of a disconnection warning notice;
b. if you fail to comply with the obligations required of you by the Network Operator Byelaws;
c. if you refuse to allow us or the Network Operator access to a meter;
d. on your request for refurbishment, or any other reasonable request.

15.4 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 you illegally use the Service;
b. at your request if the property is being demolished or for some other reason; or
c. where clause 15.3(a), (b), (c) or (d) applies.

15.5 Any disconnection which occurs at your request, or because you have not complied with your obligations under this Contract, will incur a disconnection fee. Any disconnections that incur costs during the disconnection process will be invoiced to you in the normal manner. You agree to pay the total cost for any disconnection(s).

15.6 Reconnection will occur when any reason(s) for disconnection have been fully resolved. Reconnection will result in a fee becoming payable to us to cover the costs involved in reconnection ("Reconnection Fees"). 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 that the Network Operator reconnect your Water supply once we are satisfied that all outstanding issues are fully resolved, including pre-payment of any reconnection fees.

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

15.8 In respect of Covid-19 Affected Customers, no amounts owed by you to us are "due" or shall be treated as "due" by us for the purposes of a disconnection notice under section 61(1ZC)(b) of the Water Industry Act 1991, and for these purposes only. All rights and other obligations under these terms and conditions are unaffected by this clause 15.8.

16. Notices

16.1 All notices given by us or you in relation to the Contract must, unless otherwise stated in this Contract, be:

a. in writing and addressed and sent to the recipient's address or email address as notified; and
b. sent by hand or courier or prepaid post or email.

16.2 All notices or other communications will be deemed to have been received:

a. where delivered by hand or courier, when delivered;
b. where sent by post, on the third day following the day of posting;
c. where sent by email, on receipt by the recipient's email server, unless receipt would otherwise occur outside of normal working hours, in which case receipt will be deemed to have occurred at 0900 hours on the next normal business day.

16.3 Letters sent to us should be sent to kinex, No. 1 Dovecote, Old Hall Road, Sale, M33 2GS.

16.4 Clauses 16.1 and 16.2 do not apply to notices given under clause 12.

17. Privacy Policy and use of your information

17.1 By entering into the Contract you are confirming:

a. that you have read the kinex privacy policy (available at kinex.co.uk/privacy-policy/ which forms part of these terms and conditions; and
b. that you do not object to the use and sharing of your personal data, including your contact details, as explained in the privacy policy.

17.2 Details of our Affiliated Companies can be found at kinex.co.uk/privacy-policy. We or our Affiliated Companies (or others acting on our behalf) may collect, store and use information about you including:

a. your name, age, gender and date of birth;
b. your home address and telephone number(s);
c. banking and financial information;
d. information about when you contact us and when we contact you; and
e. information we received when making a decision about you (including any information collected from credit reference agencies).

17.3 Full details of how we may use your personal data can be found in our privacy policy. As a summary, however, we may use your information to:

a. provide the services you have requested including operating and managing your account;
b. identify you if you call us about your account;
c. charge you for the services we provide;
d. comply with our legal and regulatory obligations;
e. contact you by email, SMS, letter, telephone or in any other way about our products and services (unless you have asked us not to);

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f. search credit reference agencies or fraud prevention agencies;
g. identify, prevent, detect or tackle fraud, money laundering or other crimes; and
h. market services provided by our Affiliated Companies.

17.4 If you do not wish to receive direct marketing from us or our Affiliated Companies, you can let us know at any time by emailing us on dataprotection@verastar.co.uk or by writing to us at kinex, No. 1 Dovecote, Old Hall Road, Sale, M33 2GS or by any other means set out in our privacy policy.

17.5 We may also share your information with:
a. all relevant industry organisations (or others acting on their behalf), based on approved industry processes;
b. regulatory bodies, government authorities or ombudsman schemes;
c. credit reference agencies or fraud prevention agencies;
d. any payment system we use; and
e. our Affiliated Companies.

17.6 We may monitor and record our communications with you, including emails and phone conversations and use such information for training purposes, quality assurance, to record details about your services and to meet our legal and regulatory obligations.

18. Miscellaneous

18.1 The Contract represents the entire understanding and the whole agreement between us and you relating to the Service, and replaces and extinguishes any other statement or representation we have made. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given on our behalf which is not set out in the Contract.

18.2 No delay or failure by either us or you in exercising any right or remedy under the Contract will operate as a waiver of such right or remedy. Any single or partial exercise will not prevent any further exercise of the same right or remedy, or the exercise of any other right or remedy.

18.3 We may transfer the Contract (or our future rights and obligations under the Contract) and sub-contract any of our obligations without your consent. You must not transfer any of your rights or obligations under the Contract without our prior written consent.

18.4 If a provision of the Contract is declared invalid or illegal or unenforceable, that provision will be deemed omitted from the Contract, and the other provisions will continue to apply.

18.5 If we are issued with a Direction under any industry code or Standard Licence Condition which requires a change to the Contract you will, at our request, agree to amend the Contract to accommodate any such amendment, variation or cessation in such manner as we reasonably require.

18.6 No provision of the Contract shall be enforceable by any third party.

18.7 If you have a complaint about the service you receive from us, please see our complaints procedure at kinex.co.uk/complaints-procedures.

18.8 Where more than one person has entered into this Contract with us, each of you shall be jointly and severally liable for your obligations under this Contract.

18.9 Where the Service is delivered in England this Contract shall be governed by and interpreted in accordance with the Laws of England. Each party irrevocably submits to the exclusive jurisdiction of the courts of England.

19. Interpreting this Contract

19.1 Singular words in this Contract shall be construed as including words of the plural and vice versa.

19.2 The following defined terms will apply to this Contract between you and (1) Clear Business Water Limited, company number SC444366, as the holder of the Supply Licence, and (2) Verastar Limited t/a kinex.

Allocation Process means the process by which we are allocated a Gap Site by the market operator.

Assigned Site means either a Gap Site or any other Site allocated to us via the Allocation Process as set out by the Regulator, or a Site that we have retained responsibility for after the previous occupant vacated or sold the Site

Affiliated Companies means any holding company or subsidiary of ours or any company which is a subsidiary of a holding company of ours and "holding company" and "subsidiary" have the meanings set out in section 1159 Companies Act 2006

Charges means Usage Charges, Tariff, any charges set out in the Pricing Schedule and any charges set out in the terms and conditions.

Cooling Off Period means 7 calendar days from the date you entered into this Contract (excluding any Renewal Period)

Contract means these terms and conditions and, where you and we have entered into an agreement, that agreement

Covid-19 Affected Customer means any customer for whom 100% of the Eligible Properties supplied by us have been set to Temporarily Vacant, unless the exception applies. The exception is where we can provide robust evidence that your ability to pay the amounts owed by you to us is unaffected by Covid-19

Customer Equipment means any equipment which is not Equipment and is connected to the Water Network or Sewerage Network and used by you in connection with the Service

Deemed Customer means an owner or occupier of an Assigned Site who has not actively chosen to receive the Service from us

Default Tariff means the charges scheme for primary services published by the Incumbent Retailer and on Customer Zone at customerzone.kinex.co.uk/Profile/Login

Direction means any formal notification by the Regulator in relation to the Standard Licence Conditions

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

Due Date means the date specified on the invoice or, where there is no such date, within 7 days from the invoice date

Eligible Property means a property connected to the public Water supply system which is not a dwelling as defined by Part I (England and Wales) of the Local Government Finance Act 1992

Equipment means any equipment that is not Customer Equipment and which is connected to the network and used to provide or access the Service

Fixed Term means the initial period stated on the front of this Contract during which the Service is provided to you, which shall commence on the day that Service is first provided by us

Foul Waste Water means Water discharged from the premises that is not property or roads drainage or trade effluent

Gap Site means a Site that has not previously received the Service through a licensed provider

Highways Drainage means your share of the cost of draining all of England and Wales' roads and public land, which is passed to you as a matter of Government policy

Incumbent Retailer means the default retailer in your area

Insolvency Event means (i) if you are an individual, an interim order or bankruptcy order or individual voluntary agreement is or is about to be made in respect of you under the Insolvency Act 1986 (or equivalent), or an interim trustee or trustee in bankruptcy is appointed over your assets; or (ii) if you are a company, an order is made for the appointment of an administrator or an administrator is appointed or a liquidator is appointed; or (iii) you are dissolved; (iv) if you are a partnership, any of the partners are declared bankrupt or you are wound up, or a partnership administration order is made; or (v) you are apparently insolvent; or (vi) a voluntary arrangement is proposed or a resolution passed or an order made for your winding up; or (vii) a receiver or administrative receiver or manager is appointed over the whole or any part of your assets; or (viii) you are unable to pay your debts within the meaning of the Insolvency Act 1986; or (ix) you cease to or threaten not to pay your debts as they fall due or seek to make any composition or arrangement with your creditors

Letter of Authority means a letter signed by you authorising us to send information to and receive information from your previous supplier and/or any third-party intermediary appointed by you, and to take action including issuing termination notices as applicable.

Network Operator means the operator(s) responsible for the Water and/or Sewerage Network and its agents, contact details and regional responsibilities available at www.ofwat.gov.uk/regulated-companies/licences/

Network Operator Byelaws means the byelaws in force from time to time, made by the Network Operator under section 157 of the Water Industry Act 1991

Operational Terms means the document which sets out the processes for dealing with day-to-day operational matters and the interaction between the Network Operator and suppliers holding a Supply Licence

Point of Demarcation means the boundary of the Site at which liability for the pipework and apparatus passes from the Network Operator to you, which is determined by the Network Operator

Pricing Schedule means the schedule of prices found at kinex.co.uk/terms-and-pricing as varied by us from time to time in accordance with clause 12.

Property Drainage means removal of surface water within the property boundaries via the Sewerage Network.

Provider of First Resort means a supplier who is assigned to supply a customer by the Regulator as a first supplier to the Site

Rateable Value means the value that The Valuation Office gives all non-domestic properties in England and Wales. It is a legally-defined valuation of a property, broadly based on an analysis of annual rental values

Regulator means the authority appointed as the industry regulator. For England and Wales, this means Ofwat, and the Consumer Council for Water (CC Water)

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Renewal Period means an agreed period starting at the end of the Fixed Term or Renewal Period (as the case may be)

Responsible Supplier means, for each Site, the supplier registered as being responsible for the supply of Water or Foul Waste Water, Property and Highways Drainage and Trade Effluent

Service means the supply of Water and Foul Waste Water, Property Drainage, Highways Drainage and, if applicable, Trade Effluent and meter services, to the Site

Sewerage Network means the removal network through which foul sewage and surface water are removed from the site.

Site means the location at which you receive the Service, which is an Eligible Property

SPID means Supply Point Identification Number, which is used as the reference to identify which services your premises receives. Your Site may have multiple supply points. Drainage is included on a sewerage SPID

Standard Licence Condition means the conditions set out by the Regulator that apply to all water and sewerage suppliers licensed by the Regulator

Supplier of Last Resort means a supplier who is assigned to supply a customer by the Regulator in place of a previous supplier which has left the market

Supply Licence means the licence granted to us by the Regulator under section 17A of the Water Industry Act 1991 to deliver Water and Sewerage Retail Services (England)

Tariff means the prices notified to you at the time of this Contract, at the start of the Renewal Period, or any prices notified to you at the expiry of any Fixed Term of Renewal Period, as may be varied pursuant to clause 12 and which are contingent on payment by Direct Debit

Temporarily Vacant means a vacant Eligible Property as defined in section 3.1.6 of CSD0104 of the Wholesale Retail Code maintained by MOSL

Trade Effluent means any liquid produced in the course of trade or industry carried on at the Site

Trade Effluent Consent means a legal document that sets limits on the volume and nature of the Trade Effluent discharge

Usage Charges means our charges to you for the provision and use of the Service calculated in accordance with clauses 8 and 9 of this Contract.

VAT means Value Added Tax

Water means potable water provided to the Site via the means of the Network Operator's drinking water transport system

Water Network means the distribution network through which the Water Service is provided.

we / us / our means either or all of (1) Clear Business Water Limited, company number SC444366, as the holder of the Supply Licence, or (2) Verastar Limited t/a kinex

you / your means the person (or people) or business receiving or wanting to receive the Service from us

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