

	<p>Schedule of Terms and Conditions for the Supply of Water by Meter or otherwise (In terms of Section 55 of the Water (Scotland) Act 1980)</p>	<p>Date 28th March 2019</p> <p>Version 1</p> <p>Author Scottish Water</p>
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Introduction

These terms and conditions will supersede those issued previously. Scottish Water may from time to time alter the terms and conditions on which the supply is given.

Section A – Non Household

Since 1 April 2008, all Non-Household Customers in Scotland have been required to engage a Licensed Provider to make arrangements for a supply of water from the Public Water Supply System.

In this Section A, ‘customer’ means a Non-Household Customer of a Licensed Provider, lawfully in receipt of a public water supply from Scottish Water.

Water supplied by meter

It is Scottish Water’s policy to meter all new and existing supplies to non-household premises where practicable. The charges for water supplied by meter or otherwise will be payable by the Licensed Provider registered to the Supply Point at which the meter is located, as specified in the Wholesale Scheme of Charges in force from time to time. Where a supply is given by meter, the meter will remain the property of Scottish Water.

Private pipework and fittings within a non-household premises

Under Byelaw 5 of The Water Supply (Water Fittings) (Scotland) Byelaws 2014 (Water Byelaws), anyone arranging for plumbing work to be carried out in any non-household premises is required to give Scottish Water advance notification and only carry out the work once approval has been granted by Scottish Water.

All materials and fittings used in connection with water supplied by Scottish Water must comply in full with the requirements of the Water Byelaws. A copy of our current Water Byelaws can be downloaded free of charge from our website at www.scottishwater.co.uk. Scottish Water will not be held liable for any plumbing system or installation undertaken at a non-household premise.

The customer will notify Scottish Water directly or via their Licensed Provider, of any extension or alteration proposed to the water supply installation.

Failure to give such notice under the terms of Byelaw 5, “Notification”. is a Criminal Offence

Installation and location of the meter

Scottish Water (or the Licensed Provider via an Accredited Entity in consultation with Scottish Water), will install an appropriate sized meter as determined by the water use\consumption at the Supply Point. Should the customer’s circumstances change leading to a significant shift in water use\consumption, it is the responsibility of the customer’s Licensed Provider to notify Scottish Water in accordance with the Operational Code. Scottish Water will have the final decision on the location of the meter taking account of accessibility for inspection, reading, maintenance and protection. Scottish Water’s preferred location shall be externally to the boundary of the customer’s premises. Where this is not practical, the meter may be located internally within the boundary of the customer’s premises with the agreement of the owner\customer.

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Protection of the meter

Where a meter is installed within the customer's premises, the customer will continue to be responsible for all their own pipework, both upstream and downstream of the meter. The customer will take all reasonable steps to protect a meter installed on private pipework against loss, theft, damage and frost. Scottish Water will not be liable for any damage caused to the customer's premises as a result of a frozen meter or pipes connected to it. No meter will be removed, bypassed or in any way disturbed and no seal will be broken except in the presence and under the direction of an authorised employee or agent of Scottish Water or an Accredited Entity working under the instruction of a Licensed Provider. Scottish Water may recover the cost of making good any damage to or replacement of any meter damaged or stolen, in accordance with the Wholesale Scheme of Charges in force from time to time.

Access to, and maintenance of, the meter

Where the meter is located on the customer's private pipework, the customer, via their Licensed Provider as necessary, will ensure that the employees and agents of Scottish Water will at all reasonable times be allowed safe and unobstructed access (by vehicle in appropriate cases) to enter the customer's property for the purposes of replacing, inspecting, testing, repairing or carrying out other work on the meter. Where a customer has blocked the access to a water meter e.g. it has been paved or tarmaced over, boxed in etc., Scottish Water may charge the Licensed Provider for any re-instatement or meter relocation necessary to enable access in accordance with the Wholesale Scheme of Charges in force from time to time. The operational co-ordination arrangements between Scottish Water and Licensed Providers deployed in the carrying out of metering activities are set out in the Operational Code.

Contamination, Waste, undue consumption and misuse of water

The customer will take all reasonable precautions to ensure that the water supplied by Scottish Water is protected against the risk of contamination and not wasted. This can be achieved through compliance with Water Byelaws, The customer is responsible for the maintenance and repair of all their own private pipework. If leakage on the private pipework is discovered downstream of the meter, non-household customers should contact their Licensed Provider in the first instance.

The customer will not supply water to any other person(s) for use in other facilities or premises without approval from Scottish Water unless water is required for emergency purposes (e.g. fire fighting). Where an existing shared water supply arrangement exists, no further connections or supply amendments will be permitted without the express permission of Scottish Water and all affected parties. Scottish Water reserves the right to insist that a new separate water supply connection be taken where practical.

Disconnecting or restricting supply of water to non-domestic premises.

In the case of non-compliance with Water Byelaws, or any other relevant statutory provision, Scottish Water reserves the right to disconnect, shut off or restrict the supply to any customer in non-household premises in accordance with the Disconnections Document.

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Water for building purposes

Wholesale charges associated with water connections are as set out in the Wholesale Scheme of charges and no water connection can be made to the Public Water Supply System until the Licensed Provider has paid the appropriate charges.

Where the customer already has a meter, water for building purposes may be charged at metered water rates in accordance with the Wholesale Scheme of Charges. Where there is no existing meter on the site, the appropriate unmeasured charge in the Wholesale Scheme of Charges will apply.

Where the customer requires a temporary water connection with a meter for building purposes the customer will be charged metered water rates in accordance with the Wholesale Scheme of Charges.

Where a temporary communication pipe is installed solely for a supply for building purposes and is not required to be a permanent supply, the cost of removing the pipe, valve, branch and any other fittings and of restoring the surface of the road and any other necessary work will be charged to the customer.

Supply shortage

Scottish Water will have the right, when in their opinion a serious deficiency of water exists or is threatened, to require the customer to reduce their consumption or to cease using water for such purpose or purposes (other than the household needs of the customer), as may be stipulated by Scottish Water and for such period or periods as Scottish Water may require. In the foregoing circumstances Scottish Water reserve the right to shut off the water supply to non-household premises in order to protect supplies to household and vulnerable customers.

Storage

In certain circumstances, Scottish Water may insist that non-household customers install water storage where the function of their business depends upon a continual water supply. Please refer to the Customer Connections page on our web site at www.scottishwater.co.uk for latest guidance.

In any event, all non-household customers are strongly recommended to provide adequate cold water storage of such capacity to satisfy the requirements set out in BS EN 806 and BS 8558

Reasonableness of terms and conditions

Under section 41A of The Water (Scotland) Act 1980, any question as to whether the terms and conditions in this schedule are reasonable will, in default of agreement, be referred to the Scottish Ministers who may determine it, or if the Scottish Ministers think fit, refer it for arbitration.

Liability for failure or deficiency of supply

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Section B – Household Customer

In this Section B, 'customer' means a Household Customer lawfully in receipt of a public water supply from Scottish Water.

Water supplied by meter

New and existing household customers may choose to take their water supply by meter if they wish. An application for a meter may be made by an owner of the premises or the occupier of the premises with the written consent of the owner.

The charges for water supplied by meter or otherwise will be as specified in the Household Scheme of Charges. Household customers who are charged for water by meter will also be charged for waste water, if service is applicable, on a metered basis as documented within the Household Scheme of Charges. Where a supply is given by meter, unless specifically agreed otherwise in writing, the meter will be provided by and remain the property of Scottish Water.

Private pipework and fittings

All materials and fittings used in connection with water supplied by Scottish Water must comply in full with the requirements of The Water Supply (Water Fittings) (Scotland) Byelaws 2014 (Water Byelaws). A copy of our current Water Byelaws can be downloaded free of charge from our website at www.scottishwater.co.uk

Scottish Water will not be held liable for their proper and safe operation of any plumbing system or installation approved by an employee or agent of SW.

Installation and location of the meter

All standard meters will be provided free of charge and remain the property of Scottish Water. Unless agreed otherwise in writing, Scottish Water's personnel or their contractors will carry out all meter installations, exchanges and removals. Scottish Water, in consultation with the customer (or customer's agent), will install an appropriate sized meter as determined by the water use \ consumption. Should the customer's circumstances change leading to a significant shift in water use \ consumption, it is the responsibility of the customer (or customer's agent) to notify Scottish Water. The customer (or customer's agent) will be responsible for the cost of replacing any meter as a result of a change in water use \ consumption. Scottish Water will have the final decision on the location of the meter taking account of accessibility for inspection, reading, maintenance and protection. Scottish Water's preferred location shall be externally to the customers boundary of the premises. Where this is not practical, the meter may be located internally within the boundary of the customer's premises with the agreement of the owner of the property.

Protection of the meter

Where a meter is installed within the customer's premises, the customer will continue to be responsible for all their own pipework, both upstream and downstream of the meter. The customer will take all reasonable steps to protect a meter installed on private pipework against loss, theft, damage and frost. Scottish Water will not be liable for any damage caused to the customer's premises as a result of a frozen meter or pipes connected to it. No meter will be removed, bypassed or in any way disturbed and no seal will be broken except in the presence and under the direction of an authorised employee or agent of Scottish Water. The customer will refund to Scottish Water the cost of making good the damage to or replacement of any meter damaged or stolen, at costs laid down in the Household Wholesale Scheme of Charges.

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Access to, and maintenance of, the meter

Where the meter is located on private pipework, the customer will ensure that the employees and agents of Scottish Water will at all reasonable times be allowed safe and unobstructed access (by vehicle in appropriate cases) to enter the customer's property for the purposes of reading, replacing, inspecting, testing, repairing or carrying out other work on the meter. Where a customer has blocked the access to a water meter e.g. it has been paved or tarmaced over, boxed in etc., Scottish Water may charge the customer for any re-statement or meter relocation necessary to enable access. An authorised employee or agent of Scottish Water will take readings from the meter as and when required. When the meter is installed on private pipework, the customer will ensure that the meter itself is kept free of any obstructions at all times. When it is necessary to shut off the water supply for planned meter maintenance purposes the customer will be given not less than 48 hours notice by Scottish Water unless mutually agreed otherwise. Under emergency conditions e.g. a burst at the meter, Scottish Water may be unable to give the customer this amount of notice, but will endeavour to give such notice as is practicable in the circumstances. Maintenance of meters will normally be carried out during Scottish Water's working hours without charge. However maintenance may be carried out outside Scottish Water's normal working hours at the customer's request, provided the customer agrees beforehand in writing to pay the cost incurred by Scottish Water.

Contamination, Waste, undue consumption and misuse of water

The customer will take all reasonable precautions to ensure that the water supplied by Scottish Water is protected against the risk of contamination and is not wasted. This can be achieved through compliance with Water Byelaws, The customer is responsible for the maintenance and repair of all private pipework. If leakage on the private pipework is discovered downstream of the meter, a leakage allowance in the form of a rebate on the customer's bill may be applicable.

The customer will not supply water to any other person for use in other premises nor knowingly permit any other person to take water for use in other premises without the prior written consent of Scottish Water, unless that other person requires the water for emergency purposes (e.g. fire fighting). Scottish Water will provide the customer with such assistance as it considers reasonable in discovering waste of water after it has passed through the meter. Scottish Water may levy a charge for this service. Scottish Water will not be held responsible for any failure to discover the cause of such waste or misuse, nor will the customer be exempt from liability for payment for the quantity registered on the meter.

Water for building purposes

Charges associated with water connections are as set out in the Wholesale Scheme of Charges and no water connection can be made to the Public Water Supply System until such levy and the connection charge have been paid.

Where the customer already has a meter, water for building purposes may be charged at metered water rates in accordance with the Household Scheme of Charges. Where there is no existing meter on the site, the appropriate unmeasured charge in the Household Scheme of Charges will apply.

Where the customer requires a temporary water connection with a meter for building purposes the customer will be charged metered water rates in accordance with the Wholesale Scheme of Charges.

Where a temporary communication pipe is installed solely for a supply for building purposes and is not required to be a permanent supply, the cost of removing the pipe, valve, branch

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and any other fittings and of restoring the surface of the road and any other necessary work will be charged to the customer.

Change of occupancy or use

Where metered household premises are about to be vacated or there is to be a change of occupier, the customer will give Scottish Water a minimum of 48 hours notice in writing or by telephone excluding Saturdays, Sundays, Christmas day, Good Friday or Bank Holidays, providing the name of the new customer where known. Failure to notify Scottish Water will result in charges being applied in accordance with Section 35 of The Water Industry (Scotland) Act 2002. Scottish Water must be notified immediately of any change of water use.

Disconnecting or restricting supply of water to domestic premises.

Scottish Water reserves the right to disconnect any unlawful water connection in order to protect public health

Supply shortage

Scottish Water will have the right, when in their opinion a serious deficiency of water exists or is threatened, to require the customer to reduce their consumption or to cease using water for such purpose or purposes such as watering the garden (other than the household needs of the customer), as may be stipulated by Scottish Water and for such period or periods as Scottish Water may require.

Storage

In certain circumstances, Scottish Water may insist on storage for household customers.. Household customers are strongly recommended to provide storage to cover their estimated 24-hour demand.

Liability for failure or deficiency of supply

Except as provided under legislation, Scottish Water will not be liable for loss of use, loss of revenue, loss of profit, loss of contract or loss of goodwill or for any indirect or consequential loss whatsoever. Scottish Water will accept liability to the customer for any directly incurred and reasonably foreseeable loss arising from failure, deficiency in quantity or quality, discolouration or lack of, or excess, pressure in the supply of water provided to the extent that such failure, deficiency in quantity or quality, discolouration or lack of, or excess, pressure is caused by the negligence or willful default of Scottish Water or those for whom Scottish Water is responsible.

Payment of accounts

The applicable charges for water supplied by meter or otherwise will be specified in the Household Scheme of Charges. Households charged for water supplied by a meter will also be charged for waste water, if service is applicable, on a metered basis as documented in the Household Scheme of Charges.

Accounts are issued monthly, quarterly or annually at the discretion of Scottish Water. All charges for water and wastewater will be paid on receipt of each account, unless arranged otherwise by written agreement with Scottish Water. A surcharge for late payment may be imposed.

If Scottish Water personnel or their contractor is unable to gain access to the meter for reading purposes, Scottish Water will issue an account with an estimated reading based on our assessment of consumption.

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