your terms & conditions

everflow water

temporary changes to our terms and conditions during the COVID-19 crisis

From 1 June 2020, wherever a non-household customer's premise(s) are designated by Everflow Water as 'vacant' in line with the English Wholesale Retail Code, then:

- No amounts owed by the customer are 'due' or shall be treated as 'due' for the purposes of a disconnection notice under section 61(1ZC)(b) of the 1991 Act, and for these purposes only. This condition takes precedence over condition 3l, condition 4a, and the entirety of condition 6 in these Terms and Conditions.
- Notwithstanding our contractual right to do so, we will not seek to recover any default interest or impose late payment charges for non-payment of any bills or invoices. This condition takes precedence over conditions 3g and 3i in these Terms and Conditions.
- Notwithstanding our contractual rights to do so, we will not seek to enforce non-payment of invoices.

Multi-site customers will not quality for these protections unless all of their premises are marked as 'vacant'. These protections will cease to apply to a customer when Everflow Water removes the 'vacant' designation on (any of) its premises. The designation will be removed when the customer informs Everflow Water that its premise(s) is reopening, or we will notify customers where we remove a 'vacant' designation on the basis of other evidence.

These protections have been mandated by the English regulator, Ofwat, and therefore apply to non-household premises in England only. All other rights and obligations under these Terms and Conditions are unaffected by these temporary protections.

deemed contract terms and conditions for the supply of water and waste water services to business customers in england and scotland

These ***Conditions***, together with the other ***Contract Documents***, set out the terms and conditions on which we will provide ***Services*** to you at the ***Property*** or ***Properties*** where you use our ***Services*** (being the contract). These ***Conditions*** will apply in circumstances where there is no other contractual agreement in place between you and us. These ***Conditions*** were last updated on 04/06/2020 and are effective from 05/07/2020.

Certain words or phrases used in these ***Conditions*** are highlighted in bold and italics. This means that we have given those words or phrases specific meanings, which are set out in ***Condition*** 11. In this document, 'you' or 'your' refers to you, our customer, and 'we', 'us' or 'our' refers to Everflow Limited (company number 09651912).

1) the contract

a) Your contract with us begins on the ***Contract Start Date*** and continues until it ends in accordance with ***Condition*** 7.

b) In the event that there is any conflict or inconsistency between the terms of any of the ***Contract Documents***, the contract document which appears earliest in the list below shall have precedence:

i) These ***Conditions***;
ii) The ***Deemed Contract Rates Schedule***; and
iii) The ***Charging Statement***.

c) You acknowledge and agree that we are entitled to amend the terms of any of the ***Contract Documents*** provided that we give at least 30 days' notice to you of any material changes. Our notice to you will specify the effective date of the relevant amendment(s), and you will be deemed to have accepted any such amendment(s) if you continue to receive the ***Services*** after that date.

d) As well as your responsibilities under these ***Conditions***, you agree that you will comply with any laws, permits and consents which apply to you in relation to the ***Services***, including but not limited to, any consent needed for trade effluent, ***Water Regulations*** and, in relation to any meter or metering equipment at the ***Property***.

e) You accept that you, or the ***Property*** owner, have responsibility for the water and wastewater pipe work in, on or under any ***Property***, including responsibility for any loss of water or for any water or wastewater flooding arising from the condition of that pipe work. You will be the owner of, and responsible for (including for risk of loss and risk of flooding), the water supplied to you at the ***Connection Point***. However, nothing in this ***Condition*** will transfer any risk we or ***Water Undertakers*** have under any duty placed on us or on ***Water Undertakers*** by any law.

f) You agree to tell us about any change to any ***Property***, or to how it is used, that would result in it no longer being an ***Eligible Property***. You also agree that you will tell us about any reassessment (including the date that reassessment applied from) of the rateable value of any ***Property*** resulting from any change of use, extension or addition to that ***Property***.

g) In providing ***Services*** to you, we will comply with the ***Directions***, the ***Default Standards***, and the ***Codes***.

h) A separate agreement on the terms of this contract applies to each distinct ***Property*** for which you receive ***Services***.

2) our charges

a) You will find our charges, and the basis on which we work out our charges, in our ***Deemed Contract Rates Schedule*** and the ***Charging Statement***. Copies of these documents can be provided by us to you on request.

b) The following ***Conditions*** apply to your charges:

i) If a ***Property*** is metered your bills for water and wastewater services will be based on meter readings or estimated meter readings.
ii) Bills for trade effluent services will take account of the nature of the effluent discharged and will be made up of:
(1) An ***Availability Charge***; and
(2) An operational charge based on meter readings or estimated meter readings. We normally send out bills every month, every three months or every year.
iii) If we install an extra metering device on the meter at a ***Property*** and this is activated for billing purposes, bills for water, wastewater and trade effluent services may be based on automated meter readings. However, we reserve the right to carry out a yearly check based on any reading submitted by you.
iv) If a ***Property*** does not have a meter, your charges for water and wastewater services will be based on the ***Property***'s rateable value or assessed usage.
v) If you share a meter with multiple other properties, either we, or your landlord (if you have one), will arrange for you to be billed individually for water and wastewater services.
vi) We normally charge for ***Property*** drainage and roads drainage as often as we charge for your water and wastewater services and these charges will normally be based on the ***Property***'s rateable value.
vii) Your ***Retail Charge*** is fixed, regardless of whether we supply only your water, or only your wastewater or both.

c) In addition to our charges, we may also recover our reasonable costs if you fail to keep to your responsibilities under these ***Conditions***. These may include, but are not limited to, costs in connection with:

i) Recovering unpaid charges;
ii) Going to a ***Property*** because you have failed to comply with these ***Conditions***;
iii) You failing to keep an agreed appointment at a ***Property***;
iv) You failing to allow access to a ***Property*** under ***Condition*** 5e; or
v) Any unauthorised removal of, obstruction of, damage to, or tampering with a meter or metering equipment or in connection with fitting a device to a meter or metering equipment.

d) All our charges will also have UK tax or duty charged on them, including VAT at the current rate, where applicable.

e) We may offer you ***Services*** on top of those for which charges are set out in our ***Deemed Contract Rates Schedule***. If we do, we will explain our charges for those ***Services*** and whether there are any supplemental terms and conditions. We may bill you for those ***Services*** separately, or along with your bills for water or wastewater services or trade effluent services.

3) payment

a) You agree to pay us for the ***Services*** you receive and to pay any other charges properly due in connection with these ***Conditions***.

b) Your billing date will be based on your ***Contract Start Date***, and your first bill will be for 2 months' usage in advance, and you will be billed monthly thereafter. To facilitate your payment process we will provide our invoice at least 3 ***Business Days*** prior to the collection date.

c) We can send you a bill or adjust any bill we have already sent you if:

i) You tell us about any reassessment of the rateable value of a ***Property*** resulting from any change of use, extension or addition to that ***Property***;
ii) We become aware of any reassessment;
iii) We become aware that you own, lease or otherwise use a ***Property*** for which you have not paid charges for ***Services*** which we have supplied to that ***Property***; or
iv) We become aware of a change of any other data item which affects the aggregate charges a ***Water Undertaker*** charges to us in relation to the ***Services***, including, but not limited to:
(1) Drainage surface area;
(2) Meter information and data;
(3) Maximum daily demand;
(4) Assessed volumes; and/or
(5) Trade effluent quality.

d) We can adjust your bill back to any date permitted by the terms of our ***Water Supply and/or Sewerage Licences***.

e) Unless we have agreed otherwise in writing, you must pay your bill in full within 10 ***Business Days*** of the date of that bill. If you disagree with part of a bill, you must pay us the amount for the parts you do agree with.

f) If you disagree with your bill you must contact us before your invoice is due for payment to confirm whether we accept that you have a valid reason for withholding payment. For example, where there is evidence that your bill was incorrect at the time of issue we will agree that you do not need to pay the charges until we have investigated and corrected any error. If we have not agreed that you have a valid reason for withholding payment then you will be liable to pay late payment charges.

g) If you do not pay your bill (or the part of it you do agree with) when we remind you, we will charge you a late payment fee and we may charge you interest at the rate of 8% a year above the Bank of England bank rate from the day after your invoice due date. You can ask us for our policy on charging interest. In addition, we will also charge our reasonable costs for recovering any money you owe us that becomes overdue.

h) If you raise a valid query on your bill we will inform you in writing when we have resolved this along with notification of any outstanding charges to be paid. If these are not paid within 10 ***Business Days*** you will be liable to pay late payment charges in line with ***Condition*** 3g unless another valid query is raised as per ***Condition*** 3f.

i) If you fail to make payment on time on three or more occasions, and this is not as a result of failure on our part to provide you with an accurate and timely bill, then the prices charged in accordance with the ***Deemed Contract Rates Schedule*** will be increased by 5% to cover the additional operating costs incurred due to persistent late payment.

j) We will be entitled, every month or over longer periods, to change the amount you owe to reflect the value of the amounts we have billed you for under ***Conditions*** 3c, 3g and 3j. We do not have to give you notice to do this and the change will take place immediately.

k) If your bank fails to honour a payment because you do not have sufficient funds in your account, we may change the payment arrangements immediately (e.g. to BACS). You will then be responsible for paying all ***Services*** supplied in line with the new payment arrangements, together with all other costs we must pay in connection with the new arrangements.

l) If you repeatedly fail to pay your bills by the due date for payment (as detailed in ***Condition*** 3e), we may disconnect your supply in accordance with ***Water Regulations***.

m) If we supply you with both water and wastewater services and the contract ends for either of them, you will pay the relevant price for the supply which still continues.

n) If we supply you with both water and wastewater services and you

make a payment but do not tell us that it relates to particular charges, and that payment is not enough to cover all charges due, we will use your payment in the following order:

i) To pay water or wastewater charges which are still due 90 days or more after being billed for them (paying the oldest debt first);
ii) We then use any amount equally between water and wastewater charges until the charges for either are fully paid; and
iii) If there is any amount left over, we use it to pay any charges which are still owed.

4) refundable deposit

a) If you fail to make a payment on time on 3 or more occasions, or if your credit rating drops below our credit threshold, we may ask you to pay a refundable deposit. If we do this, we will explain the reason why we are asking for it and the purpose for which we will use it. You must pay the refundable deposit within 14 days of our request. If you do not pay a refundable deposit when we ask, we may disconnect your supply.

b) We will hold, and repay, any refundable deposit in the way explained in our request made under ***Condition*** 4a, and we can also use your refundable deposit, including any interest, to pay charges you owe under the contract.

5) meters, access and providing information and help

a) If a ***Property*** is metered, we may ask you to give us meter readings. If you agree to do so, and then fail to provide a meter reading when we ask, you will allow us (or one of our agents) to take a meter reading.

b) You agree to us making any arrangements needed on your behalf in connection with the ***Services***, including (but not limited to) installing, maintaining, testing, repairing, replacing, removing, disconnecting and reconnecting meters and metering equipment. If we need the permission of someone else (for example, if you are a tenant under a lease, permission from the landlord) so we can carry out any work in connection with the ***Services***, you must get that permission (and pay any costs involved). If we ask, you must show us proof that you have this permission.

c) Where a meter and/or associated metering equipment has been provided by ***Water Undertakers***, it will remain the property of ***Water Undertakers***, and you must not remove the meter or the metering equipment, unless we agree otherwise in writing. You must take reasonable care to keep the meter and metering equipment free from obstruction or damage and interference. Unauthorised tampering with a meter is an offence under ***Water Regulations***. If you fit a meter or any device to a meter or metering equipment, including a data logger, you must give us details of that device.

d) If damage to a meter or metering equipment is caused by frost, or by any device you have fitted to the meter or metering equipment, or by anyone other than us or ***Water Undertakers*** or our or their employees or agents, we may recover from you any loss of charges we suffer as a result of that damage. For this purpose, we will assess the amount of charges lost during the period of damage by referring to the most recent average daily use at the ***Supply Point*** before the meter stopped recording usage accurately.

e) At all reasonable times, you must allow us, ***Water Undertakers***, and any of our employees or agents, safe and unobstructed access (by vehicle in appropriate cases) to any ***Property*** covered by the contract, and to the meter, metering equipment and associated pipework to:

i) Do anything in connection with a meter, metering equipment and associated pipework, including reading, inspecting, testing, repairing, exchanging, installing, disconnecting, removing or reconnecting a meter, metering equipment or associated pipework;
ii) Disconnect your supply;
iii) Disconnect the supply of another customer with whom you share that supply;
iv) Collect the meter or any other equipment we or ***Water Undertakers*** own (if you stop receiving a supply from us);
v) Inspect or test a meter or connection not owned by or provided for us or a ***Water Undertaker***;
vi) Allow us to comply with the ***Water Regulations***, the ***Codes*** and the ***Directions***;
vii) Sample water quality; or
viii) Sample or monitor trade effluent.

f) You must also allow us, ***Water Undertakers*** or any of our employees or agents, safe and unobstructed access (by vehicle in appropriate cases) at any time if there is danger to life, health or ***Property*** in connection with the supply or if we need access by law.

g) Water meters are usually the property and responsibility of ***Water Undertakers***. We are not responsible for:

i) Any faults in a meter or metering equipment which we do not own or have not provided, or for any resulting loss, cost, damage or injury;
ii) Any faults in a meter or metering equipment resulting from you fitting any device to or tampering with that meter or metering equipment;
iii) Any loss, cost, damage or injury resulting from you fitting any device to or tampering with a meter or metering equipment; or
iv) Any loss, cost, damage or injury resulting from installing a meter or metering equipment, unless the meter or metering equipment is installed by us or our employees or agents.

h) In order for us to comply with ***Water Regulations***, the ***Codes*** and the ***Directions*** or so we can carry out our responsibilities under these ***Conditions***, we may require you to give us information or other help. For example, we may be asked to submit information to ***Ofwat*** which we do not have readily available and need to collect from you. You agree that you will do all you reasonably can to give us this information or help within the timescales we ask.

6) disconnections and reconnections

a) We can temporarily disconnect your supply of water services to a ***Property***, but only in accordance with ***Water Regulations***, if:

i) You do not pay an amount properly due for your ***Services*** (in which case we must issue you with a ***Disconnection Warning Notice***);
ii) You do not allow us access to a water meter (in which case we must issue you with a ***Disconnection Warning Notice***);
iii) You refuse to provide a refundable deposit (in which case we must issue you with a ***Disconnection Warning Notice***);
iv) You do not comply with the ***Water Regulations***; or
v) You ask us to disconnect your water supply on a temporary basis, for example if the ***Property*** is being refurbished.

If we do disconnect your water supply temporarily, you must pay the applicable disconnection charge.

b) We can temporarily disconnect your supply of trade effluent Services, if applicable at a ***Property***, only in accordance with ***Water Regulations***, if:

i) You do not pay an amount properly due for wastewater services (in which case we must issue you with a ***Disconnection Warning Notice***);
ii) You refuse to provide a refundable deposit (in which case we must issue you with a ***Disconnection Warning Notice***);
iii) You do not comply with any consent needed for trade effluent;
iv) You do not comply with the ***Water Regulations***; or
v) You ask us to disconnect your supply on a temporary basis, for example if the ***Property*** is being refurbished. If we do temporarily disconnect your supply of trade effluent services, you must pay the appropriate disconnection charge.

c) We can permanently disconnect your supply to a ***Property***, only in accordance with ***Water Regulations***, if:

i) You illegally use water or wastewater services (if the illegal use is of water services, we will disconnect your supply of water services and if the illegal use is of wastewater services, we will disconnect your supply of trade effluent services, where applicable);
ii) You ask us to disconnect you on a permanent basis, for example, if the ***Property*** is being demolished; or
iii) We have disconnected you on a temporary basis (whether for water or trade effluent services) for 3 months or more, in which case the disconnection automatically becomes permanent. If we permanently disconnect a ***Property*** the contract for that ***Property*** will end at the date of disconnection, apart from charges and responsibilities due at that time, including the appropriate disconnection charge.

d) If we have temporarily disconnected your supply to a ***Property***, we will consider any request you make for reconnection according to the cause of disconnection, as follows:

i) If the disconnection was due to non-payment, denying access to a water meter or failure to provide a refundable deposit, we will reconnect you when the situation leading to disconnection has been dealt with and you have paid the appropriate reconnection fee;
ii) If the disconnection was made for not complying with ***Water Regulations*** or any consent needed for trade effluent, and you ask us to arrange for your supply to be reconnected, we will do so if the ***Water Undertaker*** is satisfied that the problem has been resolved and you have paid the appropriate reconnection fee;
iii) If the disconnection was made because you asked us to disconnect your supply, we will make a reconnection after receiving payment of our reconnection fee.

e) If we have permanently disconnected your supply of water to a ***Property*** or, where applicable, trade effluent services, you must apply for a new connection to the water or wastewater network.

7) ending the contract with you or changing or leaving property we supply

a) The contract can only be ended in accordance with this ***Condition*** 7, or if you are permanently disconnected for the any of the reasons explained in ***Condition*** 6c.

b) The contract will end on the earlier of:

i) The agreement of alternative contract terms between you and us in relation to a ***Property***;
ii) The registration of the transfer of supply to a ***Property*** to another retailer on CMOS;
iii) The date you moved out of a ***Property*** (where you told us in advance); or
iv) The date you tell us you have already moved out of a property
v) The deregistration of a ***Supply Point*** registered to us on CMOS.

You have the right to move to other contractual terms with us or to switch to another provider of water and/or wastewater services at any time, without any additional payment becoming due. This is subject always to the provisions of the ***Codes*** in relation to our rights to cancel a transfer (for example, we may cancel a transfer if there is an ***Outstanding Debt*** on the account).

c) If you are leaving a ***Property*** where you receive our ***Services***, you may end the contract for that ***Property*** by contacting us. You will continue to be responsible for paying our charges, until you have informed us of your move. We will send you a final bill within 30 days of being notified that you have moved. If you do not give us an accurate final meter reading, you will be responsible for the difference between the meter reading upon which we based the final bill, or the final estimated bill, and the next meter reading.

d) If we disconnect your supply permanently in line with ***Condition*** 6c, the contract will end on the date of disconnection.

e) If an administrator, administrative receiver, nominee, supervisor of a voluntary arrangement, liquidator, provisional liquidator, trustee in bankruptcy, judicial factor or other similar office-holder is appointed to you or over all or any of your assets, the contract will end on the date of their appointment.

f) If the contract ends for any reason we will no longer provide ***Services*** to you. Neither of us will lose any rights which we have already gained (e.g. to recover debt or claim compensation).

g) If you take out any additional ***Services*** provided by us, the payment for which is added as an additional charge on your bill, then at the point of termination of the contract all monies owed under that contract will immediately become due, including any applicable termination fee.

8) our responsibility for loss or damage

a) Except as set out in ***Condition*** 8d, or as laid down in the ***Default Standards***, we will not be responsible to you for:

i) loss of revenue (direct or indirect);
ii) loss of profit (direct or indirect);
iii) loss of contract (direct or indirect);
iv) loss of anticipated savings; (direct or indirect);
v) business interruption (direct or indirect);
vi) any special, consequential or indirect loss, however it is caused, even if it could have reasonably been foreseen; or
vii) any other loss or damage (including for lack of, or defective quality of, water).

b) Subject to ***Condition*** 1e, 8a, 8c and 8d, the most we will pay you will be £50,000 for each incident or, if the incidents are related, £50,000 in total for all related incidents.

c) If any act or failure to act by ***Water Undertakers*** causes any loss or damage to you, we will limit our liability to you (if any) to the amount (if any) that we are entitled to recover from ***Water Undertakers***.

d) Nothing in the contract excludes or limits our legal responsibility for death or personal injury resulting from our negligence or that of any of our officers, employees or agents, or for fraud or fraudulent misrepresentation or anything else we are not able to legally limit by law.

e) If the contract ends, this ***Condition*** 8 will continue to apply.

9) personal information

a) We will comply with all the applicable requirements of ***Data Protection Legislation***.

b) If you require any further information about how we collect, process and store your ***Personal Data***, please see our privacy policy as set out on our website.

10) general

a) The ***Contract Documents*** constitute the entire agreement between us.

b) You may not transfer any of your rights or responsibilities under the contract to another person without our written permission. We may transfer any of our rights or responsibilities to another supplier.

c) Except as set out in these ***Conditions***, no variation to the contract shall be effective unless it is in writing and signed by us both, or our authorised representatives.

d) Nothing in the contract is intended to, or shall be deemed to, establish any partnership or joint venture between us; constitute either of us as the agent of the other; or authorise either of us to make or enter into any commitments for or on behalf of the other.

e) The contract does not give rise to any rights under the contracts (Rights of Third parties) Act 1999.

f) If, at any time, we do not insist that you comply with any part of the contract , this will not prevent us from doing so in the future.

g) If any part of these ***Conditions*** cannot be enforced, it will not affect any of the other ***Conditions***.

h) We may serve any notice in connection with the contract by leaving it at your last known address or place of business (in the case of a company, at its registered office) or at any ***Property*** covered by the contract, in each case addressed to you, or by post addressed to you at any ***Property*** covered by the contract, or by fax to your last known fax number or by email to your last known email address. You may serve any notice in connection with the contract by leaving it at, or posting it to:

Everflow Limited
Wynyard Business Park
Billingham
TS22 5FG

i) The law of England and Wales will apply to the contract and any disputes will be dealt with in the English Courts.

11) words and phrases used in these terms and *Conditions*

Availability Charge – a fixed charge based on the maximum volume, strength and solids content of your trade effluent as specified in your consent. When your consent was agreed by the relevant regional wholesaler, they will have assessed the availability (or capacity) in their sewers and treatment works to remove, treat and dispose of your effluent and set the availability charge on that basis.

Business Day – a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charging Statement – the statement on charges which we produce annually, the latest of which will be supplied when you enter into contract with us. You will also receive a revised charging statement each year setting out any changes to your charges (usually based on any changes to wholesale charges). The charging statements explain how your charges are calculated and are available upon request made in writing to Everflow Water.

Codes – the market codes determined by ***Ofwat*** in England and the Water Industry Commission for Scotland in Scotland.

Conditions – the terms and ***Conditions*** set out in this document.

Connection Point – in relation to any ***Supply Point***, the point at which the private pipework supplying water for the ***Supply Point*** connects to the public water supply system.

Contract Documents – these ***Conditions***, the ***Deemed Contract Rates Schedule*** and the ***Charging Statement***.

Contract Start Date – the date your contract with us commences is defined by either:

i) The date when a premise is registered to Everflow Water on the central market operating system (CMOS) and where no other contract terms apply between Everflow Water and a customer in relation to the premise; or
ii) The date when any agreed contract between Everflow Water and a customer in respect of a premise registered to Everflow on CMOS is ended (but the customer continues to receive ***Services*** on a deemed contract basis); or
iii) The date when the customer moved into the premise registered to Everflow Water on CMOS.

Data Protection Legislation – the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of ***Personal Data*** (including, without limitation, the privacy of electronic communications).

Deemed Contract Rates Schedule – the statement of tariff charges we produce that sets out our charges for customers on deemed contracts and explains how we work them out.

Default Standards – the standards of service which water and wastewater service providers must meet as described in the Scottish ***Default Standards*** document or the Guaranteed Standards Scheme as published by ***Ofwat*** from time to time, whichever is applicable.

Directions – the Water Industry Act 1991, and the licence ***Conditions*** which apply in respect of the place of supply of the ***Services***.

Disconnection Warning Notice – the notice that we must send you in certain circumstances before we disconnect your supply. The form and content of this notice is set by the English and Welsh water regulator or the Scottish water regulator from time to time.

Eligible Property – in terms of supplying water, this means premises which are (or are to be) connected to the public water supply system; and in terms of providing wastewater disposal, means premises which are (or are to be) connected to the public sewerage system. These are premises which are principally used as non-household premises.

Ofwat – the organisation appointed by Government to regulate the English water retail market. Its general role is to promote the interests of customers whose premises are connected to the public water supply system or the public sewerage system, or both.

Outstanding Debt – a debt which has been outstanding for 90 days or more, where a revised payment date has been offered and not met, and where no valid query on the charges due has been accepted for investigation by us within that 90 day period.

Personal Data – has the meaning given to it in the ***Data Protection Legislation***.

Property – a premises you own, lease or otherwise occupy.

Retail Charge – The charge we add to your wholesale charges for the ***Services*** we provide, which is set out in our invoices and ***Charging Statement***. The wholesale charges are set by ***Water Undertakers***.

Services – water and wastewater services (including sewage, property drainage, roads drainage and, if they apply, trade effluent services), meter services and other services which we may provide to you.

Supply Point(s) – in terms of water services or wastewater services, this is the ***Supply Point*** for a ***Property*** which is registered to us for providing water services or wastewater services.

UK Data Protection Legislation – all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Water Regulations – any relevant legislation in force in the UK applicable to the provision of the ***Services*** from time to time.

Water Supply and/or Sewerage Licences – We hold separate Water Supply and/or Sewerage Licences (WSSLs) in England and Scotland, granted by ***Ofwat*** in England and the Water Industry Commission for Scotland in Scotland.

Water Undertaker(s) – In respect of England and Wales, the organisations granted licences to supply water and wastewater services to customers in England and Wales by maintaining the water and wastewater infrastructure. An up to date list of ***Water Undertakers*** can be found on ***Ofwat***'s website. In respect of Scotland, the organisation granted licences to supply water and wastewater services to customers in Scotland by the Water Industry Commission for Scotland.