

Terms and Conditions of Supply

Effective Date 20 April 2026
Version 1.2

1. Introduction

- 1.1. These Standard Terms and Conditions govern the provision of Services by Blue to the Customer and form part of the Contract between them.
- 1.2. "Blue" means Blue Business Water Ltd (trading as Blue), a company registered in England and Wales with company number 09093287 and VAT registration number 194 402 802, having its registered office at Former Coroners Court, Close, Newcastle Upon Tyne, England, NE1 3RQ. Blue holds water services and sewerage services licences granted by the Water Industry Commission for Scotland under section 6 of the Water Services etc. (Scotland) Act 2005.
- 1.3. The "Customer" means:
 - 1.3.1. where a Water and Waste Water Supply Contract is in place, the party identified as the customer in that contract; or
 - 1.3.2. where no Water and Waste Water Supply Contract is in place, the party receiving or entitled to receive the Services at the Property or Properties (as applicable), being the occupier (including any sub-tenant, assignee, or other person in occupation whether by virtue of a lease, licence, or other occupancy right), or where the Property is unoccupied, the owner. For the avoidance of doubt, where a new occupier takes occupation of a Property at which Blue is the Registered Supplier, that new occupier shall become a Customer under a Deemed Contract from the date of occupation in accordance with this Condition 1.3, whether or not a Change of Tenancy Notification has been given or accepted under Condition 14. The previous Customer's liability in respect of that Property shall not cease until Blue has accepted a Change of Tenancy Notification in accordance with Condition 14.2.
 - 1.3.3. Blue may treat a person as the occupier of a Property where Blue reasonably identifies that person as the occupier, whether through information obtained from any one or more of the following sources: the Scottish Assessors; the landlord, freeholder, or managing agent of the Property; Scottish Water; the Market Operator; any utility provider; any credit reference agency; any public register or directory; a site visit or inspection; information provided by a previous

Customer or other person; or any other source Blue considers appropriate.

- 1.3.4. Where Blue notifies a person it has identified as the occupier in accordance with Condition 1.3.3, in writing at the Property or at such other address as Blue holds for that person, and that person fails to respond in writing to Blue within 20 Business Days of the date on which such notice is deemed received in accordance with Condition 21.4, that person shall be deemed to have accepted their status as Customer under a Deemed Contract from the date specified in Blue's notice (being the date on which Blue reasonably believes occupation commenced, or such later date as Blue determines). Estimated billing under Condition 7.14 and all rights and remedies under Condition 9 shall apply to any such deemed Customer from the date on which their liability for Charges is deemed to have commenced.
- 1.4. The "Services" means:
 - 1.4.1. where a Water and Waste Water Supply Contract is in place, those water, waste water and related services as specified in that contract; or
 - 1.4.2. where no Water and Waste Water Supply Contract is in place, the water services, waste water services, and related services supplied or to be supplied by Blue to the Customer at the Property in accordance with these Standard Terms and Conditions.
- 1.5. Blue and the Customer are together referred to as the "Parties" and each individually as a "Party". Words and expressions not otherwise defined in these Standard Terms and Conditions shall have the meanings given to them in Condition 25, which also sets out the rules of interpretation applicable to the Contract.

2. Documents Forming the Contract

- 2.1. The Contract comprises the following documents, in each case to the extent applicable and in force:
 - 2.1.1. these Standard Terms and Conditions;
 - 2.1.2. the Charging Statement;
 - 2.1.3. the Service Standards; and
 - 2.1.4. the Water and Waste Water Supply Contract (where one has been entered into).
- 2.2. Together, the documents listed in Condition 2.1 constitute the Contract between the Parties in respect of the Services.

- 2.3. In the event of any conflict or inconsistency between the documents forming the Contract, the following order of precedence shall apply (with the document listed first taking priority):
 - 2.3.1. the Water and Waste Water Supply Contract;
 - 2.3.2. these Standard Terms and Conditions;
 - 2.3.3. the Charging Statement; and
 - 2.3.4. the Service Standards.
 - 2.4. The Charging Statement is published on Blue's website at www.blue.supply and may be amended from time to time in accordance with Condition 7.2. The version of the Charging Statement in force at any given time shall be the version most recently published by Blue on its website. It is the Customer's responsibility to review the Charging Statement as amended from time to time. Blue shall notify the Customer of any material amendment to the Charging Statement in accordance with Condition 21, but failure to give such notice shall not of itself invalidate the amended Charging Statement, provided that Blue has used reasonable endeavours to notify the Customer in accordance with Condition 21.
3. Commencement and Duration of the Contract
 - 3.1. The Contract shall come into force on the earliest of the following dates (the "Contract Start Date"):
 - 3.1.1. the date on which Blue accepts an application from the Customer for the provision of the Services;
 - 3.1.2. the date specified in a notice issued by Blue to an existing Customer confirming that these Standard Terms and Conditions apply to the Customer;
 - 3.1.3. the date on which the Customer is transferred to Blue through any market process operated or administered under the Market Code or Operational Code;
 - 3.1.4. the date on which a Deemed Contract between the Customer and Blue ceases to have effect and the Contract replaces it; or
 - 3.1.5. the date on which the Customer first receives or begins to receive the Services from Blue, where none of Conditions 3.1.1 to 3.1.4 apply.
 - 3.2. The Contract shall continue in force from the Contract Start Date until terminated in accordance with Condition 13.
 - 3.3. Where a Water and Waste Water Supply Contract specifying a fixed term has been entered into, the fixed term and any provisions relating to renewal or expiry shall be as set out in that Water and Waste Water Supply Contract. Upon expiry of the fixed term (unless a new Water and Waste Water Supply Contract is agreed), these Standard Terms and Conditions shall continue to apply and the Customer shall be charged at the Default Tariff.
 4. Market Regulation and Regulatory Compliance
 - 4.1. The provision of the Services is subject to the Market Regulations. Blue shall comply with the Market Regulations in providing the Services to the Customer.
 - 4.2. The Market Regulations establish a set of default services which Blue is required to provide to Customers who request such services. Where required to do so by the Market Regulations, and where requested by the Customer, Blue shall provide these default services. The charges set out in the Charging Statement comply with the Market Regulations in that they do not exceed the default tariffs for default services as established by the Water Industry Commission for Scotland.
 - 4.3. The Customer shall provide to Blue such information as Blue may reasonably request to enable Blue to comply with its obligations under the Market Regulations, including (without limitation) information required for market registration, settlement, Meter data, and billing purposes. The Customer shall provide such information promptly and in the format reasonably specified by Blue.
 - 4.4. Blue may take any action required by the Market Regulations or by a direction or determination of the Water Industry Commission for Scotland without incurring any liability to the Customer in respect of that action, provided that Blue shall use reasonable endeavours to notify the Customer in advance of any such action that materially affects the Services.
 - 4.5. Where a change in Market Regulations requires an amendment to these Standard Terms and Conditions, such amendment shall be made in accordance with Condition 21, save that where the Market Regulations require such amendment to take effect before the expiry of the notice period set out in Condition 21.2, the amendment shall take effect from the date required by the Market Regulations and Blue shall notify the Customer as soon as reasonably practicable.
 5. Customer Obligations
 - 5.1. The Customer shall comply with all applicable laws, regulations, and enactments, including the Scottish Water Byelaws, and shall obtain and comply with all necessary permits and consents which apply to the Customer in relation to the Services, including any consent required for Trade Effluent.

- 5.2. The Customer shall comply with the Scottish Water Terms and Conditions and any other contract with Scottish Water or any other third party in relation to the Meter and Metering Equipment at any Property.
- 5.3. The Customer shall notify Blue in writing as soon as reasonably practicable of the following:
 - 5.3.1. if the Contract is in force prior to the date of first occupation, the date on which the Customer commenced occupation of the Property;
 - 5.3.2. if the Customer intends to take occupation of a new Property, together with the date of intended occupation;
 - 5.3.3. if the Customer intends to vacate the Property, together with the intended date of vacation;
 - 5.3.4. the Customer's vacation of the Property, together with the date on which the Property was vacated;
 - 5.3.5. if the Customer intends to grant a lease, licence, or other occupancy right in relation to the Property, together with details of the new occupier and the date on which occupation is to change;
 - 5.3.6. the granting of any such lease, licence, or other occupancy right, together with the details of the new occupier and the date on which occupation changed;
 - 5.3.7. if the ownership of the Property changes, together with the details of the new owner and the date of the change;
 - 5.3.8. any reassessment of the rateable value of the Property, including the reassessed value and the date from which that reassessment applied;
 - 5.3.9. any change to the Property or its use which may result in the Property being classified as Household;
 - 5.3.10. any previous or current accounts held with Blue by the Customer or any Related Customer or any Connected Person, or any other previous or existing customer, supplier, or similar relationship between the Customer and Blue; and
 - 5.3.11. any change to the Customer's name, trading name, registered office, principal place of business, legal status (including without limitation any change of incorporation, conversion, amalgamation, or reconstitution), or contact details (including the Customer's address for service of notices, email address, and telephone number).
 - 5.3.12. the name, address, telephone number, and email address of any landlord, freeholder, or managing agent of the Property and, where such details change, the updated details within 10 Business Days of the change. The Customer consents to Blue contacting any such landlord, freeholder, or managing agent for the purposes of verifying occupancy, processing a Change of Tenancy Notification under Condition 14, or investigating a suspected unreported change of tenancy under Condition 14.13.
- 5.4. Where the Customer provides notification in accordance with Condition 5.3.5, 5.3.6, 5.3.7, or 5.3.9, the Customer shall serve a corresponding notice on the body responsible for the assessment of the rateable value of the Property.
- 5.5. The obligations set out in Conditions 5.3.3 to 5.3.7 are without prejudice to and do not replace the Customer's obligations under Condition 14 (Change of Tenancy). Where Condition 14 applies, the Customer shall comply with both the notification obligations in this Condition 5.3 and the specific requirements of Condition 14. For the avoidance of doubt, a notification given by the Customer under Condition 5.3.3, 5.3.4, 5.3.5, 5.3.6, or 5.3.7 does not of itself constitute a valid Change of Tenancy Notification under Condition 14.1. The Customer's account in respect of a Property shall not be closed, and the Customer's liability for Charges in respect of that Property shall not cease, until Blue has accepted a Change of Tenancy Notification in accordance with Condition 14.2.
- 5.6. The Customer acknowledges and agrees that the Customer is responsible for the water and waste water pipework in, on, or under the Property, including responsibility for any loss of water or for any water or waste water flooding arising from the condition of that pipework. The Customer shall maintain all such pipework in good working order.
- 5.7. The Customer shall become the owner of the water supplied to it when that water reaches the Connection Point. From the Connection Point, the Customer shall be responsible for the risk of flooding and any other losses the Customer or any other person may suffer in connection with the supply of that water. Nothing in this Condition 5.7 shall transfer any risk that Blue or Scottish Water bears under any duty imposed by law.
- 5.8. The Customer shall keep Blue informed with accurate information in relation to the matters referred to in this Condition 5, and shall provide Blue without delay with such information as Blue may reasonably request.
- 5.9. Where the Customer fails to comply with its obligations under this Condition 5, the Customer shall be liable for all Charges for the Services until such time as the relevant obligation is fulfilled, and Blue shall be entitled to recover from the Customer all reasonable costs and losses arising from such failure in accordance with Condition 7.6. Without prejudice to the generality of this Condition 5.9, where the Customer's failure relates to the Customer's obligations in connection with a change of tenancy, the

Customer's liability under this Condition 5.9 shall continue until Blue accepts a valid Change of Tenancy Notification in accordance with Condition 14.2, or until Blue identifies a new Customer in respect of the Property through its own investigation under Condition 14.13, whichever is earlier.

- 5.10. The Customer shall allow Blue, Scottish Water, and their respective employees, contractors, agents, and representatives access to the Property in accordance with and subject to the provisions of Condition 11. The Customer acknowledges that failure to provide access in accordance with Condition 11 may result in estimated billing, the imposition of abortive visit charges, disconnection of the Services, and/or court proceedings, each as more particularly described in Condition 11.
 - 5.11. Where the Customer fails to comply with any obligation under this Condition 5 and, as a result, Blue is unable to determine the correct charges for the Services, Blue may estimate those charges on such basis as Blue considers reasonable having regard to the information available to it (including without limitation historical consumption data, industry benchmarks, and the charges applicable to comparable properties). Without limitation to the generality of this Condition 5.11, the specific provisions of Condition 11.7.2 shall apply where the Customer's failure relates to the provision of access.
 - 5.12. The Customer shall not interfere with, remove, conceal, destroy, or otherwise dispose of any evidence of damage to, tampering with, or unauthorised interference with the Meter, Metering Equipment, associated pipework, or any other equipment or infrastructure connected with the provision of the Services. The Customer shall cooperate fully with any investigation by Blue, Scottish Water, or the relevant authorities (including, without limitation, Police Scotland) in connection with any suspected breach of this Contract, any suspected tampering with or interference with the Meter or Metering Equipment, or any suspected illegal use of the Services. Without prejudice to any other right or remedy available to Blue, if the Customer fails to comply with this Condition 5.12, Blue shall be entitled to draw such inferences from that failure as it considers reasonable for the purposes of estimating lost Charges under Condition 7.10 and Condition 10.7, and may report the matter to the relevant authorities.
6. Services and Service Standards
- 6.1. Blue shall use reasonable endeavours to provide a continuous supply of the Services to the Customer. The Customer acknowledges that the Services

are delivered through infrastructure owned and operated by Scottish Water, and that Blue does not own or operate the physical water or waste water network.

- 6.2. Blue or Scottish Water may vary the Services at any time for technical, operational, or regulatory reasons. Where Blue varies the Services, Blue shall use reasonable endeavours to give the Customer prior notice. Where Scottish Water varies the Services, Blue shall notify the Customer within a reasonable time after being informed by Scottish Water of the variation.
- 6.3. Blue reserves the right not to provide the Services where the Services cannot reasonably be provided due to geographic, practical, regulatory, or technical reasons, or any other matter outside Blue's reasonable control. Blue shall not be liable for any loss or damage arising from any failure or delay in providing the Services which results from events, circumstances, or causes beyond Blue's reasonable control.
- 6.4. The Customer shall not use the Services in any way that is likely to create a risk to the health or safety of any person, a risk of damage to any property, or that could interfere with the efficient supply of the Services to other customers. Blue may, at its discretion, regulate or restrict the Customer's use of the Services, or suspend the Services, where Blue reasonably believes that the Customer's use of the Services is adversely affecting the network (or any part of it) or other users.
- 6.5. Blue operates a fair usage policy in respect of the Services. If the Customer's consumption exceeds the volumetric capacity for the Meter size at the Property, or if Blue reasonably considers that the Customer's usage is having an adverse effect on the network or other customers, Blue may:
 - 6.5.1. require the Customer to take steps to reduce or regulate its consumption;
 - 6.5.2. require the Customer, at the Customer's cost, to upgrade the Meter or connection to accommodate the Customer's actual or anticipated usage; or
 - 6.5.3. suspend the Services in whole or in part until such time as the issue is resolved.
- 6.6. Blue may suspend the Services in order to enable Scottish Water to maintain, repair, replace, or improve the water or waste water network, or if required to do so by virtue of any direction or request from any government department, emergency service, regulatory authority, or by Scottish Water, or for any other reason permitted under the Operational Code. Blue shall not be liable to the Customer for any loss arising from any

such suspension and shall use reasonable endeavours to give the Customer notice of any planned suspension where reasonably practicable.

- 6.7. Subject to the application of Condition 17.8 during a Force Majeure Event, any suspension of the Services for any reason, including suspension or temporary disconnection as a consequence of the Customer's failure to pay Charges, or any interruption to or restriction of the Services arising from access activities carried out in accordance with Condition 11 or disconnection activities carried out in accordance with Condition 12, shall not affect the Customer's obligation to pay for the Services during the period of suspension, interruption, or restriction, or after the suspension, interruption, or restriction ends. For the avoidance of doubt, no such suspension, interruption, or restriction shall constitute a breach by Blue of its obligations under this Condition 6.
- 6.8. Blue shall comply with the Service Standards, details of which are available on Blue's website at www.blue.supply or upon request. Blue may amend the Service Standards from time to time.
- 6.9. Where Scottish Water fails to meet the Wholesale Service Standards applicable to a Property, the Customer may be entitled to a Guaranteed Minimum Payment. Blue shall, where it receives compensation from Scottish Water in respect of such a failure, pass that compensation through to the Customer.
- 6.10. Blue accepts no liability to the Customer for the Customer's failure to notify Blue of any service failure in sufficient time or with sufficient detail to enable Blue to make a claim against Scottish Water. The Customer shall report any fault which affects the Services to Blue as soon as reasonably practicable after detecting the fault, and in the case of an emergency, shall report the fault immediately to Scottish Water.

7. Charges and Billing

- 7.1. The Customer shall pay Blue the charges for the Services in accordance with the Charging Statement and the Water and Waste Water Supply Contract (where one has been entered into), together with any other amounts properly due in connection with the Contract.
- 7.2. Unless otherwise agreed with the Customer in writing, Blue shall be entitled to change the charges for the Services from time to time. Blue shall change the charges for the Services by publishing a new Charging Statement, in advance of the changes taking effect, on its website at www.blue.supply. The changes to the charges for the Services shall take effect from the effective date stated in the new Charging Statement. Without limiting the

generality of this Condition 7.2, changes to the charges may include changes necessary to reflect any change to wholesale charges levied by Scottish Water or any change to the default tariffs or charging directions issued by the Water Industry Commission for Scotland.

- 7.3. Blue may issue a bill or adjust any bill already issued in the following circumstances:
 - 7.3.1. where there has been a reassessment of the rateable value of a Property resulting from any change of use, extension, or addition to that Property, and such change affects the charges for the Services;
 - 7.3.2. where the Customer owns, leases, or otherwise occupies a Property for which the Customer has not paid charges for Services supplied to that Property;
 - 7.3.3. where information relating to a Trade Effluent consent is retrospectively applied as set out in the Charging Statement;
 - 7.3.4. where a Meter is found to be recording inaccurately, has been tampered with, or has ceased to function, and an adjustment to the charges is required to reflect actual or estimated consumption;
 - 7.3.5. where Blue has received revised wholesale charges, settlement data, or consumption data from Scottish Water or the Market Operator in respect of a Property; or
 - 7.3.6. where any information previously provided by the Customer (or on the Customer's behalf) is found to be inaccurate, incomplete, or misleading, and the inaccuracy, incompleteness, or misleading nature of that information has affected the charges for the Services, in which case the bill may be backdated to the date of any reassessment of rateable value, to the date on which the Customer first occupied the Property (as applicable), or to such other date as is mandated by the charges scheme applicable to the relevant wholesaler or as Blue reasonably determines to be the date from which the corrected charges should apply.
- 7.4. Blue shall issue each bill to the Customer either by post or electronically. Where Blue issues a bill electronically to the email address most recently notified to Blue by the Customer (or, if none, to the email address held on record for the Customer), the bill shall be deemed to have been received by the Customer on the date of issue if issued before 5:00pm on a Business Day, or on the next following Business Day if issued after 5:00pm on a day that is not a Business Day. Where Blue issues a bill by post, the bill shall be deemed to have been received by the Customer two Business Days after the date of posting.

- 7.5. If the Customer disputes part of a bill, the Customer shall pay the undisputed amount in full by the due date. Failure to pay the undisputed amount shall entitle Blue to exercise its rights under Conditions 8 and 9 in respect of the unpaid amount, including the right to charge interest and to apply cost of recovery charges.
- 7.6. If the Customer disputes all or part of a bill on the basis that particular Services referred to in the bill are not being provided (in whole or in part), Blue shall instruct Scottish Water to verify whether such disputed Services are or are not being provided. If the Services are verified as being provided, Blue may recover from the Customer the verification costs which Blue is required to pay to Scottish Water, and such verification costs shall be added to the Customer's account and shall be payable in accordance with the payment terms set out in Condition 8.
- 7.7. Blue may recover from the Customer its reasonable costs and losses, including lost charges (subject to any default maximum tariffs which may apply under the Market Regulations), which relate to any breach by the Customer of the Contract, including costs and losses in connection with or resulting from:
 - 7.7.1. recovering unpaid charges;
 - 7.7.2. any change to payment methods, including where the Customer has agreed to pay the charges for the Services by direct debit and fails to do so or cancels the direct debit mandate;
 - 7.7.3. Blue or Scottish Water attending the Property in connection with a breach of the Contract, including where the Customer fails to keep to an agreed appointment or fails to allow access to a Property in accordance with Condition 11;
 - 7.7.4. correcting the unauthorised removal of, obstruction of, damage to, tampering with, or the fitting of devices to a Meter or Metering Equipment;
 - 7.7.5. a leak in the supply to the Property (irrespective of whether such leak occurs inside or outside the Property) unless and until a leak allowance is granted by Scottish Water in its sole and unfettered discretion;
 - 7.7.6. charges levied by Scottish Water against Blue as a result of the breach of a Scottish Water Byelaw or any applicable law by the Customer; and
 - 7.7.7. any other cost, loss, charge, or expense which Blue reasonably incurs as a direct consequence of a breach by the Customer of any obligation under the Contract.
- 7.8. Blue may recover from the Customer any charges levied on Blue by Scottish Water (or any other wholesaler) in relation to the Customer, including any charges relating to the disorderly exit of the Customer from Blue, irrespective of whether Blue delivered the relevant Services to that Customer at the time the charges were incurred and irrespective of whether Blue was the registered water retailer for the Customer at the time the charges were incurred.
- 7.9. All charges shall have applicable taxes or duties charged on them, including Value Added Tax at the prevailing rate. Water charges shall be subject to VAT at the standard rate unless the Customer provides Blue with a valid declaration that the water supplied is to be used for an exempt or zero-rated purpose. It is the Customer's responsibility to obtain and provide any such declaration, and Blue accepts no liability for the Customer's failure to provide a valid declaration.
- 7.10. For the recovery of lost Charges arising from the Customer's breach in relation to Metering Equipment (including unauthorised removal, obstruction, damage, tampering, or the fitting of devices), Blue shall be entitled to assess the amount of Charges lost during the period of damage or interference by referring to the most recent average daily use at the Supply Point before the Meter stopped recording usage accurately, and to issue a bill for the Charges so assessed. The assessment of lost Charges under this Condition 7.10 shall include both water supply charges and waste water charges calculated by reference to the estimated water consumption during the period of interference. The period of damage or interference shall be deemed to have commenced on the last date on which Blue is able to verify that the Meter was recording accurately (whether by reference to a Meter reading, consumption data, or otherwise) and to have continued until the date on which the Meter is repaired, replaced, or restored to accurate recording. The assessment of lost Charges under this Condition 7.10 establishes a minimum recovery floor; where post-replacement Meter readings or other evidence available to Blue support a higher assessment of the Charges lost during the period of interference, Blue may adopt that higher figure in accordance with Condition 10.7.
- 7.11. Where Scottish Water grants a leak allowance in respect of a Property, Blue shall refund to the Customer those charges paid by the Customer to Blue which correspond to the amount paid or payable by Scottish Water to Blue as part of the leak allowance payment. Any refund shall be applied as a credit to the Customer's account. Blue accepts no liability to the Customer

- for Scottish Water's refusal to grant a leak allowance or for any delay in the processing of a leak allowance claim.
- 7.12. Blue accepts no liability to the Customer for the Customer's failure to secure any payment exemptions for which the Customer may be eligible. The award of any such payment exemption to the Customer shall have no retrospective effect on charges paid or payable by the Customer to Blue, save to the extent that Blue receives a corresponding credit or adjustment from the wholesaler.
 - 7.13. Blue shall issue bills at such frequency as Blue considers appropriate, which may be monthly, quarterly, annually, or at such other interval as may be agreed in writing between Blue and the Customer. Blue reserves the right to change the billing frequency at any time upon reasonable notice to the Customer.
 - 7.14. Where Blue has been unable to obtain a Meter reading for any reason (including where the Customer has failed to provide access to the Meter, where a Meter is faulty or has ceased to function, or where consumption data is otherwise unavailable), Blue may estimate the charges for the Services on such basis as Blue considers reasonable, having regard to any available information including historical consumption data, industry benchmarks, data provided by Scottish Water, and the charges applicable to comparable properties. Estimated charges shall be binding on the Customer and payable in accordance with Condition 8. Where Blue subsequently obtains an actual Meter reading or receives revised consumption data, Blue shall make such adjustment (by way of debit or credit) as is necessary to reconcile estimated charges with actual consumption, and any such adjustment shall appear on a subsequent bill.
 - 7.15. Where the Customer has denied or failed to provide access to the Property for the purposes of obtaining a Meter reading on two or more occasions in any twelve-month period, Blue shall be entitled, in addition to its rights under Condition 7.14, to apply a reasonable uplift to the estimated consumption for that Property on such basis as Blue considers reasonable in all the circumstances, having regard to the nature of the Customer's business, any changes to the use of the Property known to Blue, and any other information reasonably available to Blue. Any estimate incorporating such an uplift shall be binding on the Customer in accordance with Condition 7.14.
 - 7.16. Where a Meter serves more than one Property, or where a single bill relates to more than one Supply Point, Blue may apportion the charges between

the Properties or Supply Points on such basis as Blue considers reasonable, and the Customer shall be liable for the charges so apportioned.

- 7.17. Blue may, every month or at such other intervals as Blue determines, adjust the amount the Customer owes to reflect the value of the Services provided under this Condition 7, any Meter readings obtained, and any other amounts properly due. Blue is not required to give the Customer notice of any such adjustment, and the adjustment shall take effect immediately.
 - 7.18. Where the Customer requests Blue to issue a revised invoice or credit note and the revision is not attributable to an error by Blue or Scottish Water, Blue shall be entitled to charge the Customer an administration fee at the rate set out in the Charging Statement in respect of each such request.
8. Payment Terms
 - 8.1. Unless alternative payment terms have been agreed in writing between Blue and the Customer prior to or at the commencement of the Contract, payment of each invoice is due within 10 days of the date of that invoice. Time for payment shall be of the essence.
 - 8.2. Payment for all invoices issued under a Fixed-Term Contract must be made by Direct Debit, which is the sole accepted payment method for Fixed-Term Contract customers. By entering into a Fixed-Term Contract, the Customer agrees to establish and maintain an active Direct Debit mandate in favour of Blue for the duration of the Contract. Customers on a Deemed Contract may pay by Direct Debit or bank transfer.
 - 8.3. Where the Customer has agreed to pay charges by Direct Debit, the following provisions shall apply:
 - 8.3.1. Blue may change the amount payable by the Customer by Direct Debit to reflect the Customer's entire liability to Blue under the Contract, by giving such advance notice to the Customer as may be required under the Direct Debit scheme rules and by notice to the Customer's bank or building society.
 - 8.3.2. The failure of any Direct Debit payment for any reason (including but not limited to insufficient funds, cancellation of the mandate by the Customer, or rejection by the Customer's bank or building society) shall not affect or reduce the Customer's liability to make that payment by other means and within the timescales set out in this Condition 8.
 - 8.3.3. It is the Customer's responsibility to ensure that sufficient funds are available in the relevant account to meet each Direct Debit payment as it falls due.

- 8.3.4. Where any Direct Debit collection fails for any reason other than an error by Blue or Blue's bank (including, without limitation, insufficient funds in the Customer's account, cancellation of the mandate by the Customer, or rejection by the Customer's bank or building society), Blue shall be entitled to charge a failed Direct Debit fee at the rate set out in the Charging Statement in respect of each failed collection. The failed Direct Debit fee is payable in addition to, and without prejudice to, Blue's entitlement to charge interest under Condition 9.1, cost of recovery charges under Conditions 9.3 and 9.4, and any other amounts due under this Contract. The parties acknowledge that the failed Direct Debit fee represents a genuine pre-estimate of the administrative costs incurred by Blue in processing a failed Direct Debit collection and is not a penalty.
- 8.4. If the Customer cancels a Direct Debit mandate without Blue's prior written agreement:
- 8.4.1. The Customer must reinstate the mandate within 5 Business Days of cancellation.
- 8.4.2. If the Customer fails to reinstate the mandate within the period specified in Condition 8.4.1, Blue may at its sole discretion take one or more of the following actions:
- terminate the Fixed-Term Contract in accordance with Condition 13.7 and transition the Customer to a Deemed Contract at the Default Tariff, and the Customer shall be liable for any Early Termination Fee calculated in accordance with Condition 13.11;
 - require immediate settlement of all outstanding balances;
 - commence debt recovery action in accordance with Condition 9.
- 8.4.3. Blue may refuse to enter into any further Fixed-Term Contract with a Customer who has previously cancelled a Direct Debit mandate without Blue's prior written agreement.
- 8.5. Where a Customer makes a payment that is insufficient to settle all outstanding charges, Blue shall apply that payment in the following order of priority:
- first, against water or waste water charges which have remained unpaid beyond the applicable payment terms, taking the oldest outstanding debt first;
 - second, split equally against water charges and waste water charges (to the extent that such remain unpaid) until the charges for one service are fully discharged; and
 - third, against any other outstanding charges due under the Contract.
- 8.6. Blue may at any time request the payment of a refundable deposit by the Customer for such amount as Blue, acting reasonably, may determine. The following provisions shall apply to any such request:
- 8.6.1. A request for a refundable deposit shall be accompanied by a written statement from Blue setting out the reason for the request, the purpose for which the deposit will be held and used, and any other information that Blue considers relevant.
- 8.6.2. The refundable deposit shall become immediately payable by the Customer upon receipt of the request.
- 8.6.3. Blue may apply the refundable deposit (including any interest accrued on it) to pay any charges or other amounts due by the Customer under the Contract. Where Blue does not exercise this right, it shall hold, use, and repay the refundable deposit in accordance with the statement provided under Condition 8.6.1.
- 8.6.4. Where Blue has applied all or part of a refundable deposit in accordance with Condition 8.6.3, Blue may require the Customer to replenish the deposit to its original amount within 10 days of written notice to the Customer.
- 8.6.5. Failure to pay a refundable deposit when requested shall constitute a breach of this Contract and may result in the temporary disconnection of Services in accordance with Condition 12, the commencement of debt recovery action in accordance with Condition 9, and, where applicable, the termination of the Contract in accordance with Condition 13.
- 8.7. The Customer is not entitled to delay, withhold, or reduce any payment due under this Contract for any reason, including any dispute in relation to the accuracy of an invoice or the quality of the Services. If the Customer disputes an invoice:
- 8.7.1. The Customer must notify Blue in writing within 20 Business Days of the date of the invoice, setting out full details of the dispute and the grounds on which the invoice is contested.
- 8.7.2. Blue shall use reasonable endeavours to investigate and resolve any valid billing dispute within 14 days of receipt of the Customer's notification.
- 8.7.3. Any amounts that are not the subject of the dispute must be paid in full in accordance with the payment terms set out in this Condition 8, and the Customer's obligation to pay such undisputed amounts is not affected or suspended by the existence of the dispute.

- 8.7.4. If, following investigation, Blue determines that an invoice was issued in error, Blue shall issue a corrected invoice or credit note as appropriate. If Blue determines that the invoice was correct, the full amount shall become immediately payable and interest under Condition 9.1 shall apply from the day following the original due date.
- 8.7.5. For the avoidance of doubt, the time allowed for raising a billing dispute under this Condition 8.7.1 does not extend the payment terms set out in Condition 8.1, and interest shall accrue in accordance with Condition 9.1 regardless of whether a dispute has been raised.
- 8.8. The Customer may not set off any amounts it considers are owed to it by Blue (whether under this Contract or otherwise) against any amounts due from the Customer to Blue under the Contract. All amounts payable by the Customer under this Contract shall be paid in full without any deduction, counterclaim, or set-off.
- 8.9. E-billing is the default billing method under this Contract. Invoices, account statements, and other billing communications will be provided electronically to the email address held on the Customer's account. The following provisions apply:
- 8.9.1. If the Customer requires paper invoices, a charge of £5 (exclusive of VAT) per invoice shall apply, payable in addition to all other charges under this Contract.
- 8.9.2. The Customer is responsible for ensuring that the email address provided to Blue is accurate and kept up to date. Blue shall not be liable for any invoice, statement, or communication that is not received or is delayed as a result of the Customer's failure to provide or maintain an accurate email address.
- 8.9.3. Invoices shall be deemed received in accordance with Condition 7.4.
- 8.9.4. Where any invoice, notice, or other correspondence sent by Blue to the Customer is returned to Blue as undeliverable (whether by post or email), and the Customer has not provided Blue with an updated address or email address in accordance with Condition 5.3.11, Blue shall be entitled to charge a returned correspondence and trace fee at the rate set out in the Charging Statement in respect of any administrative activities undertaken by Blue to locate the Customer and re-address the correspondence. This charge is without prejudice to, and in addition to, any other charges or rights arising under this Contract, including any cost of recovery charges under Condition 9 and any liability of the Customer for charges which continue to accrue during the period in which the Customer's contact details are incorrect. For the avoidance of doubt, the return of correspondence to Blue as undeliverable shall not affect the deemed receipt provisions in Condition 7.4 or Condition 21, and the Customer shall not be entitled to rely on any failure to receive correspondence as a defence to any obligation to pay charges or comply with notices issued by Blue.
- 8.10. Blue may conduct a credit check on the Customer before approving or continuing the supply of Services. By entering into this Contract, the Customer consents to Blue obtaining relevant financial and credit information from third-party credit reference agencies for the purposes of risk assessment. The results of any such credit check may affect the payment terms offered to the Customer, whether a refundable deposit is required under Condition 8.6, or the Customer's eligibility for a Fixed-Term Contract.
- 8.11. If an invoice remains unpaid and no valid billing dispute has been raised in accordance with Condition 8.7, Blue may issue a final demand notice to the Customer. If full payment is not received within 5 Business Days of the date of the final demand:
- 8.11.1. Blue may at its sole discretion terminate any Fixed-Term Contract in accordance with Condition 13.7 and transition the Customer to a Deemed Contract at the Default Tariff. The Customer shall be liable for any Early Termination Fee calculated in accordance with Condition 13.11.
- 8.11.2. The Customer shall remain liable for all charges incurred under the Fixed-Term Contract until the date on which the transition to the Deemed Contract takes effect.
- 8.11.3. Any transition under this Condition 8.11 is without prejudice to Blue's rights under Condition 9 (Late Payment and Debt Recovery), Condition 12 (Disconnections and Reconnections), and Condition 13 (Termination).
- 8.12. Blue may, at its sole discretion, permit the Customer to make payment by debit card or credit card. Where Blue does so:
- 8.12.1. Blue may charge a card processing fee at the rate set out in the Charging Statement, payable in addition to the amount of the relevant payment.
- 8.12.2. For Fixed-Term Contract customers, card payments are accepted solely for the purpose of clearing arrears or making ad hoc payments to reduce an outstanding balance. Card payments do not satisfy the Customer's obligation to maintain an active Direct Debit mandate in accordance with Condition 8.2.

- 8.12.3. Blue may withdraw card payment facilities at any time without notice.
- 8.12.4. If the Customer initiates a chargeback, reversal, or dispute with its card issuer in respect of any payment properly due under this Contract, the Customer shall remain liable for the full amount of the charge together with any costs or fees incurred by Blue as a result. Blue may immediately suspend the Customer's ability to pay by card and require all future payments by Direct Debit or bank transfer.

9. Late Payment and Debt Recovery

- 9.1. If payment of any amount due under this Contract is not received in full by the due date, Blue shall be entitled to charge interest on the outstanding amount at the rate of 8.5% per annum above the Bank of England base rate for the time being in force. Interest shall accrue on a daily basis from the day immediately following the due date until the date on which payment is received by Blue in full (both before and after any judgment). Interest shall be calculated on the total outstanding balance (including any previously accrued interest that remains unpaid) and shall be compounded monthly on the last day of each calendar month.
- 9.2. Without prejudice to Blue's entitlement to interest under Condition 9.1, Blue reserves the right to claim interest and fixed-sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998 in respect of any qualifying debt to which that Act applies. Where Blue elects to claim contractual interest under Condition 9.1 in respect of a particular debt, Blue shall not also claim statutory interest under the 1998 Act in respect of the same debt for the same period, but nothing in this Condition 9.2 shall prevent Blue from claiming fixed-sum compensation under section 5A of the 1998 Act in addition to contractual interest.
- 9.3. If any invoice remains unpaid 30 days after the date of that invoice, subject to Condition 9.10, Blue shall apply a first cost of recovery charge of £99 (inclusive of VAT) to the Customer's account. VAT shall be charged on this amount at the prevailing rate.
- 9.4. If any invoice remains unpaid 60 days after the date of that invoice, subject to Condition 9.10, Blue shall apply a second cost of recovery charge of £150 (inclusive of VAT) to the Customer's account. VAT shall be charged on this amount at the prevailing rate. The second cost of recovery charge shall be applied whether or not Blue passes the account (in whole or in part) to an external debt collection agency or commences escalated recovery action at that time.
- 9.5. The Customer acknowledges and agrees that:

- 9.5.1. the charges set out in Conditions 9.3 and 9.4 represent a genuine pre-estimate of the administrative and operational costs and losses that Blue will incur in pursuing the recovery of overdue amounts, including but not limited to staff time, correspondence, account management, and credit control activity;
- 9.5.2. Blue has a legitimate commercial interest in the timely recovery of sums due under this Contract and in the efficient administration of its debtor book, and the charges set out in Conditions 9.3 and 9.4 are proportionate to that legitimate interest;
- 9.5.3. the charges are not a penalty; and
- 9.5.4. the Customer has had the opportunity to review these terms and accepts that the charges are fair, reasonable, and proportionate in all the circumstances.
- 9.6. The charges applied under Conditions 9.3 and 9.4 are in addition to, and without prejudice to Blue's entitlement to recover:
 - 9.6.1. interest charged under Condition 9.1 or Condition 9.2;
 - 9.6.2. any charges in connection with temporary or permanent disconnection under Condition 12;
 - 9.6.3. all reasonable third-party costs incurred by Blue in connection with the recovery of any overdue amount, including without limitation the fees and outlays of external debt collection agencies, the costs of instructing solicitors, court fees, sheriff officer fees, and any expenses associated with the enforcement of any decree or court order;
 - 9.6.4. any costs recoverable by Blue under Condition 11.8 in connection with applying for and obtaining a court order for access to the Property; and
 - 9.6.5. any other sums that Blue is entitled to recover under any other provision of this Contract or at law.
- 9.7. The Customer shall indemnify Blue in full against all costs, charges, fees, and expenses (including legal costs on a solicitor and own client basis) incurred by Blue in connection with the recovery or attempted recovery of any overdue amount, whether by way of internal action, external debt collection, or legal proceedings, provided that Blue acted reasonably and in good faith in commencing or pursuing that action. This indemnity shall apply regardless of whether the recovery action is ultimately successful (subject to the foregoing proviso) and shall survive termination of this Contract.

- 9.8. Blue may at any time after the due date for payment has passed take one or more of the following actions, and the exercise of any such right shall not preclude the exercise of any other:
 - 9.8.1. pass the Customer's account (in whole or in part) to an external debt collection agency for collection activity, including telephone, postal, email, and in-person contact, and visits to the Property or the Customer's principal place of business;
 - 9.8.2. commence legal proceedings in any court of competent jurisdiction for recovery of any sums due under this Contract, together with interest, costs of recovery charges, and all other amounts recoverable under this Condition 9;
 - 9.8.3. instruct Blue's solicitors to issue formal demands, statutory demands, or winding-up petitions where appropriate;
 - 9.8.4. report the outstanding debt to one or more credit reference agencies, which may affect the Customer's credit rating;
 - 9.8.5. issue a Disconnection Warning Notice and, subject to compliance with the Disconnections Document and Condition 12, request the temporary or permanent disconnection of the Services;
 - 9.8.6. activate the switch block under Condition 13.9, preventing the Customer from transferring to another retail water supplier;
 - 9.8.7. exercise Blue's right to terminate any Fixed-Term Contract and transition the Customer to a Deemed Contract at the Default Tariff in accordance with Condition 8.11 and Condition 13.7, and the Customer shall be liable for any Early Termination Fee calculated in accordance with Condition 13.11; and
 - 9.8.8. apply any refundable deposit held under Condition 8.6 against the outstanding balance.
- 9.9. Without prejudice to Condition 8.3.4, where any Direct Debit payment fails, the Customer remains liable for the relevant amount by alternative means within the original payment terms.
- 9.10. Blue shall not commence formal debt recovery action (being the application of cost of recovery charges under Conditions 9.3 or 9.4, the instruction of an external debt collection agency, or the commencement of legal proceedings) where:
 - 9.10.1. the Customer is complying in full with the terms of a repayment plan agreed in writing with Blue; or
 - 9.10.2. the relevant invoice amount (or any part of it) is the subject of a valid billing dispute raised by the Customer in accordance with Condition 8.7.1, and that dispute remains under investigation by Blue in

accordance with Condition 8.7.2. Where Blue resolves the dispute and determines that the invoice was correct (whether in whole or in part), the cost of recovery charges under Conditions 9.3 and 9.4 shall be applied by reference to the original invoice date as though the dispute had not been raised, and all such charges shall become immediately payable. For the avoidance of doubt, this Condition 9.10.2 does not affect the accrual of interest under Condition 9.1, which shall continue to accrue on all outstanding amounts (including disputed amounts) from the day following the original due date in accordance with Condition 8.7.4.

- 9.10.3. Nothing in this Condition 9.10 shall oblige Blue to offer, agree to, or enter into a repayment plan with the Customer. Blue may, at its sole discretion, consider any proposal for a repayment plan submitted by the Customer at any stage, but the submission of such a proposal shall not suspend, restrict, or otherwise affect Blue's right to commence or continue any debt recovery action under this Condition 9. The consideration or rejection of any repayment proposal by Blue shall not constitute a waiver of any right or remedy available to Blue under this Contract.
- 9.11. For the avoidance of doubt:
 - 9.11.1. The existence of a repayment plan under Condition 9.10 does not affect the accrual of interest under Condition 9.1, which shall continue to accrue on all outstanding amounts until payment is received in full.
 - 9.11.2. If the Customer fails to comply with any term of a repayment plan agreed under Condition 9.10.1, Blue may treat the entire outstanding balance (including all accrued interest and charges) as immediately due and payable and may exercise any and all rights available under this Condition 9 without further notice.
 - 9.11.3. The agreement by Blue to any repayment plan under Condition 9.10.1 shall constitute a variation of the payment terms applicable to the amounts covered by that repayment plan only, for the duration of and subject to the Customer's compliance with the terms of that plan. Such agreement shall not constitute a waiver of the provision that time for payment is of the essence under Condition 8.1 in respect of any other amounts due under this Contract, any future invoices, or any amounts falling outside the scope of the repayment plan. For the avoidance of doubt, no repayment plan shall be treated as agreed for the purposes of Condition 9.10.1 unless it has been confirmed by Blue in writing.

- 9.12. If a Customer fails to pay any amount due under the Contract and does not pay such amount in full within 5 Business Days of being notified of such failure, Blue may declare all amounts outstanding under the Contract (whether or not yet due for payment) to be immediately due and payable. This right is without prejudice to any other right or remedy available to Blue under this Contract or at law.
- 9.13. All rights and remedies available to Blue under this Condition 9 are cumulative and are in addition to any other rights and remedies available to Blue under this Contract, at common law, or under statute. No failure or delay by Blue in exercising any right under this Condition 9 shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any further exercise of that right or the exercise of any other right.
- 9.14. The Customer's obligations under this Condition 9 (including the obligation to pay interest, costs of recovery charges, and all other amounts due) shall survive the termination or expiry of this Contract for any reason and shall remain in full force and effect until all outstanding amounts have been paid in full.
- 9.15. If any Connected Person fails to pay any amount due to Blue under any contract between that Connected Person and Blue, or commits a material breach of any such contract, and that failure or breach is not remedied within 14 days of Blue issuing written notice to the Customer requiring its remedy, Blue may (without prejudice to any other right or remedy available to it) take any one or more of the following actions:
 - 9.15.1. treat the failure or breach by the Connected Person as a breach of this Contract by the Customer for the purposes of Condition 13.7;
 - 9.15.2. declare all amounts outstanding under this Contract (whether or not yet due for payment) to be immediately due and payable;
 - 9.15.3. require the Customer to provide a refundable deposit in accordance with Condition 8.6;
 - 9.15.4. activate the switch block under Condition 13.9 in respect of the Customer;
 - 9.15.5. exercise any right available to Blue under Condition 9.8 as though the Customer had itself failed to pay an amount due under this Contract.
- 9.16. The Customer acknowledges and agrees that the cross-default provisions in this Condition 9.15 are a material term of this Contract and reflect Blue's legitimate commercial interest in managing credit risk across connected entities. The exercise by Blue of any right under this Condition 9.15 shall not require Blue to have first exhausted any remedy against the Connected

Person. For the purposes of this Condition 9.15, "Connected Person" has the meaning given to it in Condition 25.3.

10. Meters and Metering

- 10.1. The Customer authorises Blue to make such Metering arrangements as Blue determines, acting reasonably, to be necessary or desirable in connection with the provision of the Services, including (without limitation) installing, maintaining, testing, repairing, replacing, removing, disconnecting and reconnecting Meters and Metering Equipment at or in the vicinity of the Property.
- 10.2. Where the making of any Metering arrangement pursuant to Condition 10.1 requires the approval or consent of any third party (including, without limitation, a landlord, freeholder, or adjoining owner), the Customer shall at its own cost procure such approval or consent and shall provide evidence of the same to Blue on request. Failure by the Customer to procure any required approval or consent shall not limit or affect the Customer's liability for Charges under this Contract.
- 10.3. Unless otherwise agreed in writing by Blue, ownership of the Meter and all Metering Equipment shall not be transferred to the Customer and shall remain the property of Scottish Water, Blue, or such other person as may have provided the same. The Customer shall not remove, relocate, or otherwise interfere with the Meter or Metering Equipment.
- 10.4. The Customer shall take reasonable care to keep the Meter and Metering Equipment free from obstruction, damage (including damage by frost), interference and tampering. Without prejudice to Conditions 7.6.4 and 7.10, the Customer shall be liable for all costs incurred by Blue or Scottish Water in repairing or replacing any Meter or Metering Equipment that has been damaged, obstructed, or interfered with in breach of this Condition 10.4.
- 10.5. The Customer shall not fit, attach, or connect any device to a Meter or Metering Equipment (including, without limitation, a data logger or any remote reading device) without the prior written approval of Blue. For the avoidance of doubt, no such fitting shall be approved unless it is undertaken by an accredited fitter approved by Blue or Scottish Water.
- 10.6. A Meter reading obtained by Blue or on behalf of Blue (including a reading obtained by Scottish Water or its agents) shall be conclusive evidence of the volume of water supplied to or waste water discharged from the Property, except where:
 - 10.6.1. the Meter has stopped or has materially under-recorded;

- 10.6.2. the Meter has been bypassed, removed, or otherwise interfered with by the Customer or any person acting on the Customer's behalf; or
 - 10.6.3. the Meter has been tested and found to exceed the limits of error prescribed by law or applicable regulatory standards.
- 10.7. Without prejudice to Condition 7.10 (which shall govern the assessment of lost Charges where a Meter has been tampered with, bypassed, or interfered with by the Customer or any person acting on the Customer's behalf and shall establish the minimum recovery floor for such lost Charges), where any of the circumstances described in Condition 10.6.1, 10.6.2, or 10.6.3 applies, Blue shall be entitled to estimate the volume of water supplied to or waste water discharged from the Property during the period in which the Meter was not recording accurately:
- 10.7.1. historical consumption data for the Property over an equivalent period;
 - 10.7.2. Meter readings obtained after a replacement Meter has been installed;
 - 10.7.3. an assessment of expected usage for the Property, taking into account the nature of the Customer's business, the number of occupants or employees, the nature and extent of the Property, and any other information reasonably available to Blue.
 - 10.7.4. Any estimate produced under this Condition 10.7 shall be binding on the Customer.
- 10.8. If the Customer believes that a Meter is not recording accurately, the Customer may request that Blue arrange a Meter test through Scottish Water. If such test demonstrates that the Meter is operating outside the prescribed limits of error, Blue shall adjust the Customer's Charges in accordance with any adjustment determined by Scottish Water and the Customer shall not be liable for the cost of the test. If such test demonstrates that the Meter is operating within the prescribed limits of error, the Customer shall be liable for the cost of the test as set out in the Charging Statement.
- 10.9. Any authorisation granted to Blue under this Condition 10 may be exercised by Blue and/or by Scottish Water, and shall extend to the employees, contractors, and representatives of Blue and Scottish Water.
- 10.10. The Customer's obligations under this Condition 10 are without prejudice to Blue's rights under Condition 7.6.4 (recovery of costs relating to Metering Equipment), Condition 7.10 (recovery of lost Charges where a Meter has been tampered with, bypassed, or interfered with), and Condition 11 (Access). The rights of Blue under Conditions 7.6.4, 7.10, and this Condition

10 are cumulative, but Blue shall not recover the same loss or cost more than once under different provisions of this Contract.

- 10.11. Where a Meter is found to have been recording inaccurately due to a fault in the Meter or Metering Equipment that is not attributable to any act or omission of the Customer, and Blue receives a credit, rebate, or compensation from Scottish Water in connection with that fault, Blue shall pass that credit, rebate, or compensation through to the Customer by way of credit to the Customer's account, to the extent that the credit, rebate, or compensation relates to Charges paid by the Customer. This Condition does not apply where the inaccuracy is attributable to tampering, interference, or any other breach of Condition 10.4 by the Customer, and does not limit Blue's right to issue a corrective bill under Condition 7.3 or to estimate consumption under Condition 10.7.
- 10.12. Blue may, at its sole discretion, accept meter readings submitted by the Customer in respect of a Property. Any such reading shall be subject to validation by Blue, and Blue shall be entitled to reject any reading it considers unreliable, inconsistent with historical data, or otherwise unsuitable for billing purposes. The acceptance of a customer-submitted meter reading on any occasion shall not oblige Blue to accept customer-submitted readings on any future occasion, and shall not prejudice or diminish Blue's right of physical access to the Property under Condition 11 or Blue's right to estimate consumption under Condition 7.14. Where Blue rejects a customer-submitted meter reading, it may estimate consumption in accordance with Condition 7.14.

11. Access

- 11.1. Without prejudice to the Customer's obligation under Condition 5.10, at all reasonable times the Customer shall allow Blue safe and unobstructed access (including vehicular access where appropriate) to the Property, including to the Meter, Metering Equipment, and associated pipework, for any of the following purposes:
- 11.1.1. doing anything in connection with a Meter, Metering Equipment, or associated pipework, including reading, inspecting, testing, calibrating, repairing, exchanging, installing, disconnecting, removing, or reconnecting a Meter, Metering Equipment, or associated pipework;
 - 11.1.2. disconnecting the supply of Services to the Property;
 - 11.1.3. disconnecting the supply of Services to another customer with whom the Customer shares that supply;

- 11.1.4. disconnecting and/or uplifting (as appropriate) any Meter or other equipment owned by Blue and/or Scottish Water following termination of the Contract or cessation of the Services;
 - 11.1.5. inspecting or testing a Meter or connection not owned or provided by or for Blue and/or Scottish Water;
 - 11.1.6. enabling Blue to comply with the Market Regulations, the Disconnections Document, and any other applicable regulatory requirements;
 - 11.1.7. sampling water quality;
 - 11.1.8. sampling or monitoring trade effluent; and
 - 11.1.9. investigating any suspected tampering with, unauthorised interference with, or illegal use of the Meter, Metering Equipment, associated pipework, or the Services, including the right to photograph, take samples, inspect and test any equipment or infrastructure at the Property, and to remove evidence for the purposes of investigation, forensic analysis, or referral to the relevant authorities (including, without limitation, Scottish Water and Police Scotland).
- 11.2. The restriction to reasonable times in Condition 11.1 shall not apply, and Blue shall be entitled to access the Property at any time, if:
- 11.2.1. there is, or Blue reasonably believes there is, a danger to life, health, or property in connection with the supply; or
 - 11.2.2. access is required or permitted by law.
- 11.3. The Customer shall take all necessary steps to ensure that access to the Property for the purposes set out in this Condition 11 is safe and compliant with all applicable health and safety requirements. Where access to the Meter, Metering Equipment, or associated pipework requires entry through areas not within the Customer's exclusive control (including, without limitation, common parts, shared land, or third-party premises), the Customer shall use all reasonable endeavours to procure such access at no cost to Blue.
- 11.4. The access rights granted to Blue under this Condition 11 may be exercised by Blue and/or by Scottish Water, and shall extend to the employees, contractors, agents, and representatives of Blue and Scottish Water.
- 11.5. Blue shall, where reasonably practicable, give the Customer reasonable notice of any intended access to the Property, save in the circumstances described in Condition 11.2. Failure by Blue to give such notice shall not affect the validity of any access taken or invalidate any action carried out

- during such access, and the Customer shall not be entitled to deny access on the ground that insufficient or no notice has been given.
- 11.6. Where Blue or its representatives attend the Property for any purpose set out in this Condition 11 and are unable to gain access, or where access is denied by the Customer or any person at the Property, the Customer shall be liable for any abortive visit charges as set out in the Charging Statement, together with any costs incurred by Blue or passed through to Blue by Scottish Water as a result of that failed access.
- 11.7. If the Customer denies or fails to provide access required under this Condition 11, Blue may, without prejudice to any other right or remedy available to it under the Contract or at law:
- 11.7.1. seek a court order to obtain access, or instruct Scottish Water to do so;
 - 11.7.2. estimate the Customer's consumption of Services in accordance with Condition 7 and issue bills on the basis of such estimates, which estimates shall be binding on the Customer in accordance with Condition 7.14; and
 - 11.7.3. treat the denial or failure to provide access as grounds for disconnection of the Services in accordance with Condition 12.
- 11.8. The Customer shall pay all reasonable costs incurred by Blue in connection with applying for and obtaining a court order under Condition 11.7.1, whether such costs are incurred directly by Blue, paid or payable by Blue to Scottish Water, or paid or payable by Blue to any third party, including without limitation court fees, sheriff officer fees, and the costs of instructing solicitors, such costs to be recoverable from the Customer on a full indemnity basis. The costs recoverable under this Condition 11.8 are without prejudice to and in addition to any costs recoverable under Condition 9.
- 11.9. Where Blue's agent attends the Property to read the Meter and the Customer does not permit access, Blue shall be entitled to charge the Customer an access refusal fee at the rate set out in the Charging Statement. This charge is without prejudice to, and in addition to, any abortive visit charge payable under Condition 11.6 in respect of any subsequent attendance by Scottish Water.
12. Disconnections and Reconnections
- 12.1. Blue may temporarily disconnect a supply of water services and/or waste water services to a Property, in accordance with the Disconnections Document, if:

- 12.1.1. the Customer does not pay an amount properly payable in accordance with the Contract (including, without limitation, a refundable deposit requested under Condition 8);
- 12.1.2. the Customer does not allow access to the Property, the Meter, Metering Equipment, or associated pipework as required under Condition 11;
- 12.1.3. the Customer does not adhere to Scottish Water Byelaws;
- 12.1.4. the Customer does not comply with any consent required for Trade Effluent; or
- 12.1.5. the Customer requests the temporary disconnection.
- 12.1.6. Before processing a request for temporary disconnection made by the Customer under Condition 12.1.5, Blue shall notify the Customer of the following:
 - a) standing charges, fixed charges, and any other non-volumetric Charges applicable to the Property shall continue to accrue during the period of disconnection in accordance with Condition 12.10.1;
 - b) reconnection of the Services following temporary disconnection requires payment in advance of the reconnection fee as set out in the Charging Statement in accordance with Condition 12.6;
 - c) although no disconnection charge shall be levied by Blue for a customer-requested disconnection, any charges levied on Blue by Scottish Water or any third party in connection with carrying out the disconnection shall be recoverable from the Customer in accordance with Condition 12.5;
 - d) if the temporary disconnection continues for three months or more, the Property may be permanently disconnected in accordance with Condition 12.4.3; and
 - e) the Customer should satisfy itself that disconnection is in its commercial interest having regard to these consequences.
- 12.1.7. Failure by Blue to give notification under this Condition 12.1.6 shall not invalidate any disconnection carried out at the Customer's request, but Blue shall use reasonable endeavours to provide such notification before the disconnection is carried out.
- 12.2. Prior to temporary disconnection of the Services to a Property in accordance with Condition 12.1.1 or Condition 12.1.2, Blue shall issue a Disconnection Warning Notice to the Customer.
 - 12.2.1. The Disconnection Warning Notice shall be served in accordance with the requirements of the Disconnections Document. Where the Disconnections Document prescribes a specific method of service for the Disconnection Warning Notice (including, without limitation, recorded delivery, hand delivery, or any other method), Blue shall serve the Disconnection Warning Notice by that method. To the extent that the service requirements of the Disconnections Document are inconsistent with the deemed receipt rules in Condition 21, the requirements of the Disconnections Document shall prevail in respect of the Disconnection Warning Notice.
 - 12.2.2. Nothing in Condition 12.2.1 shall prevent Blue from additionally serving the Disconnection Warning Notice by any other method permitted under Condition 21. Where Blue serves the Disconnection Warning Notice by more than one method, the notice shall be deemed served by the method which achieves service first.
- 12.3. If Blue temporarily disconnects a supply of Services in accordance with Condition 12.1, Blue shall charge the Customer the appropriate disconnection charge as set out in the Charging Statement.
- 12.4. Blue may permanently disconnect the supply to a Property in accordance with the Disconnections Document if:
 - 12.4.1. the Customer illegally uses the Services (if the illegal use is of water services, the supply of water services shall be disconnected, and if the illegal use is of waste water services, the supply of waste water services shall be disconnected);
 - 12.4.2. the Customer requests such permanent disconnection; or
 - 12.4.3. the Customer has been disconnected on a temporary basis (whether from water services, waste water services, or both) for three months or more.
- 12.5. The Customer shall indemnify Blue in full against all costs, charges, fees, and expenses incurred by Blue in connection with any temporary or permanent disconnection of the Services, including without limitation any charges levied on Blue by Scottish Water, the costs of instructing contractors, and any administrative costs incurred by Blue. Where the disconnection was requested by the Customer under Condition 12.1.5, no disconnection charge shall be levied by Blue, but the Customer shall remain liable for all charges levied on Blue by Scottish Water or any third party in connection with that disconnection, as notified to the Customer in accordance with Condition 12.1.6(c).
- 12.6. If Blue disconnects a supply of Services to a Property on a temporary basis and the Customer requests reconnection, Blue shall reconnect the Services provided that the Customer has paid in advance to Blue the appropriate reconnection fee as set out in the Charging Statement and:

- 12.6.1. where the temporary disconnection was in accordance with Condition 12.1.1 or Condition 12.1.2, the breach giving rise to the disconnection has been remedied to Blue's reasonable satisfaction; or
 - 12.6.2. where the temporary disconnection was in accordance with Condition 12.1.3 or Condition 12.1.4, Blue has received confirmation from Scottish Water that the breach has been remedied; or
 - 12.6.3. where the temporary disconnection was in accordance with Condition 12.1.5, the Customer has requested the reconnection.
 - 12.6.4. For the avoidance of doubt, the reconnection fee referred to in this Condition 12.6 is payable in full regardless of the reason for the preceding disconnection, including where the disconnection was requested by the Customer under Condition 12.1.5.
- 12.7. Where Blue has reconnected the Services following a temporary disconnection in accordance with Condition 12.6, and the Customer subsequently commits a further breach of the same or substantially similar nature within twelve months of the date of reconnection, Blue shall be entitled to disconnect the Services again in accordance with this Condition 12 and shall not be required to issue a further Disconnection Warning Notice in respect of that further breach, save where such notice is required by the Disconnections Document.
- 12.8. If Blue permanently disconnects a Property, the Customer shall be required to apply for a new connection if it wishes to resume the supply of Services. Blue shall not reconnect the Property pursuant to this Contract following a permanent disconnection.
- 12.9. If, following a temporary or permanent disconnection, the Customer, without appropriate authority from Blue, procures or allows a physical reconnection to be carried out, the Customer shall be liable for:
- 12.9.1. all charges for the Services consumed or used following that unauthorised reconnection, calculated in accordance with the Charging Statement;
 - 12.9.2. all costs incurred by Blue in investigating and rectifying the unauthorised reconnection, including any charges levied on Blue by Scottish Water;
 - 12.9.3. any unauthorised reconnection charge as set out in the Charging Statement; and
 - 12.9.4. where the unauthorised reconnection follows a permanent disconnection, Blue may in addition report the matter to the relevant authorities, including Scottish Water and, where Blue considers it appropriate, Police Scotland, and the Customer shall be liable for all costs incurred by Blue in connection with any such report and any subsequent investigation or enforcement action.
- 12.10. If Blue temporarily or permanently disconnects, or suspends, the Services (or any part of the Services) to a Property, the Contract shall not automatically terminate in respect of that Property (without prejudice to Condition 13.2, under which a permanent disconnection shall give rise to termination of the Contract in respect of that Property), and:
- 12.10.1. the Customer shall remain liable for any fixed charges, standing charges, and other non-volumetric charges that would have been payable had the disconnection or suspension not occurred, unless and until the Contract is terminated in accordance with Condition 13;
 - 12.10.2. the Customer shall continue to be charged for any Services (or any part of the Services) that continue to be provided to the Property notwithstanding the disconnection or suspension; and
 - 12.10.3. subject to Condition 16.5, Blue shall not be liable to the Customer for any loss, damage, cost, or expense arising from or in connection with any disconnection or suspension carried out in accordance with this Condition 12 or in accordance with the Disconnections Document.
- 12.11. The rights of Blue under this Condition 12 are cumulative and are without prejudice to, and in addition to, any other right or remedy available to Blue under this Contract or at law, including without limitation the rights of Blue under Condition 7 (Charges and Billing), Condition 9 (Late Payment and Debt Recovery), Condition 11 (Access), and Condition 13 (Termination).
13. Termination
- 13.1. This Contract can only be terminated in accordance with this Condition 13.
 - 13.2. If Blue permanently disconnects the supply of Services to a Property in accordance with Condition 12.4, the Contract as it relates to that Property shall cease to apply at the date of permanent disconnection, subject to Condition 15.1.
 - 13.3. Subject to Condition 13.9, the Customer may terminate this Contract for any Property by giving Blue not less than 20 Business Days' written notice in accordance with Condition 21.
 - 13.3.1. Such notice shall specify whether the termination applies to the supply of water services, waste water services, or both, and shall identify the Property and Supply Point Identification Number to which the termination relates.

- 13.3.2. Where the Customer is supplied under a Fixed-Term Contract and gives notice under this Condition 13.3 prior to the expiry of the Fixed-Term, the Customer shall be liable to pay the Early Termination Fee calculated in accordance with Condition 13.11.
- 13.3.3. The termination shall take effect on the expiry of the notice period.
- 13.3.4. The Early Termination Fee shall become due and payable as a debt on the date on which the termination takes effect, recoverable by Blue in accordance with Condition 9.
- 13.4. Blue may terminate this Contract in relation to a Property if an administrator, administrative receiver, nominee, supervisor of a voluntary arrangement, liquidator, provisional liquidator, trustee in bankruptcy, interim trustee in bankruptcy, trustee appointed by trust deed, judicial factor, or other similar office-holder is appointed to the Customer or over all or any of the Customer's assets, or equivalent in another jurisdiction.
- 13.4.1. Where the Contract is terminated under this Condition 13.4, a new Deemed Contract applying the Default Tariff shall automatically commence between Blue and the Customer (or, where applicable, the relevant office-holder) on the date of termination.
- 13.4.2. The commencement of a Deemed Contract under Condition 13.4.1 shall not affect Blue's right to recover any sums due and owing under the Contract as at the date of termination, and any such sums shall rank as a debt provable in the relevant insolvency proceedings.
- 13.5. Blue may terminate this Contract in relation to a Property if the Property becomes Household.
- 13.6. Blue may terminate this Contract if Blue requests a refundable deposit pursuant to Condition 8.6 and the Customer does not provide such deposit within the period specified by Blue in that request.
- 13.7. Blue may terminate any Fixed-Term Contract in relation to a Property where:
- 13.7.1. the Customer fails to pay any amount properly due under this Contract and does not pay such amount in full within 14 days of Blue issuing a written notice to the Customer requiring payment of that amount;
- 13.7.2. the Customer commits a material breach of any of the terms of this Contract (other than a failure to pay) and, where such breach is capable of remedy, the Customer does not remedy the breach within 14 days of Blue issuing a written notice to the Customer specifying the breach and requiring its remedy; or
- 13.7.3. the Customer commits a material breach of any of the terms of this Contract which is not capable of remedy, in which case Blue may terminate immediately upon written notice to the Customer specifying the breach.
- 13.7.4. Where the Contract is terminated under this Condition 13.7, the Fixed-Term Contract shall end on the date specified in Blue's notice of termination (or, in the case of Condition 13.7.3, on the date of that notice), and supply shall continue under a Deemed Contract at the Default Tariff from that date.
- 13.7.5. Termination under this Condition 13.7 is without prejudice to Blue's rights under Condition 9 (Late Payment and Debt Recovery), Condition 12 (Disconnections and Reconnections), and Condition 15 (Consequences of Termination).
- 13.7.6. The Customer shall remain liable for any Early Termination Fee calculated in accordance with Condition 13.11.
- 13.8. Blue may terminate this Contract in relation to a Property where any information provided by the Customer to Blue at or before the commencement of the Contract, or at any time during the term of the Contract, was materially inaccurate and that information was material to Blue's decision to enter into the Contract, to the pricing offered to the Customer, or to the terms on which the Contract was entered into.
- 13.9. The Parties acknowledge and agree that the Customer may not terminate this Contract and/or switch retail water supplier if, at the date of purported termination, the Customer has any unpaid invoices which were issued by Blue 60 days or more prior to the purported date of termination.
- 13.9.1. Any purported termination or transfer request made in contravention of this Condition 13.9 shall be of no effect.
- 13.9.2. Blue may raise an objection to any such transfer request in accordance with the Market Code.
- 13.9.3. For the purposes of this Condition 13.9, an invoice shall be treated as unpaid regardless of whether all or any part of that invoice is the subject of a billing dispute under Condition 8.7 or a complaint under Condition 20. The switch block shall apply until:
- a) the dispute or complaint has been finally resolved (whether by Blue's determination under Condition 8.7.4, by the SPSO, or by a court of competent jurisdiction); and
- b) where the dispute or complaint is resolved in whole or in part against the Customer, the Customer has paid in full the amount determined to be due, together with all interest and cost of recovery charges calculated by reference to the original invoice date in accordance with Condition 9.10.2.

- 13.9.4. This Condition 13.9 applies to all invoices meeting the criteria set out herein, including invoices issued under a Fixed-Term Contract, a Deemed Contract, or any prior contract between the Customer and Blue.
- 13.10. Where the Customer enters into a Fixed-Term Contract, the Customer may cancel the Contract within 10 Business Days of the Contract Start Date without incurring an Early Termination Fee (the "Cooling-Off Period").
- 13.10.1. To exercise this right, the Customer must notify Blue in writing within the Cooling-Off Period in accordance with Condition 21.
- 13.10.2. The Cooling-Off Period does not apply to Deemed Contracts or where the transfer order has already been placed in the market.
- 13.10.3. The Customer shall remain liable for all charges incurred for Services provided up to the date of cancellation.
- 13.11. If the Customer terminates a Fixed-Term Contract before the agreed end date of the Fixed-Term (other than in the exercise of the Cooling-Off Period under Condition 13.10), the Customer shall pay an Early Termination Fee calculated as the difference between:
- 13.11.1. the charges the Customer would have paid at the Default Tariff from the Contract Start Date to the date of termination; and
- 13.11.2. the charges actually paid by the Customer under the Fixed-Term Contract during that period, provided that the Early Termination Fee shall not be less than zero.
- 13.11.3. The Customer acknowledges and agrees that the Early Termination Fee represents a genuine pre-estimate of the losses, costs, and expenses that Blue will suffer as a result of the early termination of the Fixed-Term Contract, including but not limited to the loss of anticipated revenue, the cost of re-registering the Supply Point, and the administrative costs of closing the account.
- 13.11.4. The Early Termination Fee is not a penalty.
- 13.11.5. Where a Fixed-Term Contract is terminated by Blue under Condition 13.7 or Condition 13.8, the Early Termination Fee shall also be payable by the Customer, calculated on the same basis as set out in Conditions 13.11.1 and 13.11.2.
- 13.12. The Contract shall continue until terminated in accordance with this Condition 13.
- 13.12.1. There is no automatic renewal to a new Fixed-Term period.
- 13.12.2. If a Fixed-Term Contract expires and the Customer does not terminate and does not enter into a new Fixed-Term Contract, the

- Customer shall continue to receive Services under a Deemed Contract at the Default Tariff.
- 13.13. If the Customer is supplied under a Fixed-Term Contract covering multiple Supply Points, the Customer may terminate the Contract in respect of an individual Supply Point if the Customer is permanently vacating the Property associated with that Supply Point.
- 13.13.1. The Contract shall continue in full force and effect in respect of all remaining Supply Points.
- 13.13.2. To exercise this right, the Customer must provide Blue with not less than 20 Business Days' written notice in accordance with Condition 21 and, where the Property is metered, a final meter reading.
- 13.13.3. Where the pricing agreed under the Fixed-Term Contract was dependent upon the number of Supply Points or the aggregate volume of consumption across those Supply Points, Blue reserves the right, on giving the Customer not less than 20 Business Days' written notice, to adjust the pricing applicable to the remaining Supply Points to reflect the reduced number of Supply Points or aggregate volume.
- 13.13.4. Any adjustment under Condition 13.13.3 shall take effect from the date on which the partial termination takes effect.
- 13.14. The Contract shall terminate automatically and immediately if:
- 13.14.1. Blue's Supply Licence is revoked by the Water Industry Commission for Scotland; or
- 13.14.2. the Water Industry Commission for Scotland directs another licensed supplier to take over the supply of Services to the Customer's Property under a last resort supply direction (as defined in the Standard Licence Conditions granted under section 6 of the Water Services etc. (Scotland) Act 2005).
- 13.14.3. Blue may also terminate this Contract immediately by written notice to the Customer if the Water Industry Commission for Scotland directs or requires another supplier to take over the supply of Services to the Customer.
- 13.15. If the Customer does not switch to another licensed supplier following termination of this Contract (howsoever arising), Blue shall continue to supply the Property under a Deemed Contract at the Default Tariff until the earlier of:
- 13.15.1. the supply of Services being disconnected in accordance with Condition 12; or
- 13.15.2. another licensed supplier becoming the Responsible Supplier in respect of that Property.

- 13.15.3. The Customer agrees to reimburse Blue for all reasonable costs incurred in continuing to supply the Property during the period referred to in this Condition 13.15.
- 13.16. If during the term of this Contract a Supply Point Identification Number at a Property is being registered, or has been registered, by another licensed supplier for any reason other than as a result of any default by Blue or proper termination of this Contract in accordance with this Condition 13, the Customer authorises Blue, and shall provide Blue with all reasonable assistance required, to either, at Blue's sole discretion:
 - 13.16.1. raise an objection to such registration in accordance with the Market Code; or
 - 13.16.2. re-register the Supply Point Identification Number with Blue as the Responsible Supplier.
- 13.17. Where Blue exercises any right of termination under this Condition 13 (other than where termination occurs automatically under Condition 13.2 or Condition 13.14), Blue shall give the Customer written notice in accordance with Condition 21 specifying:
 - 13.17.1. the ground for termination; and
 - 13.17.2. the date on which termination takes effect.
 - 13.17.3. Where termination occurs automatically under Condition 13.2 or Condition 13.14, Blue shall notify the Customer of the termination as soon as reasonably practicable after becoming aware of the relevant event.
- 14. Change of Tenancy
 - 14.1. Where the Customer intends to vacate a Property or to transfer responsibility for the water and waste water supply at a Property to another person, the Customer shall give Blue written notice of the change of tenancy at least 30 Business Days before the intended date of vacation or transfer (a "Change of Tenancy Notification"). A Change of Tenancy Notification shall include all of the following information:
 - 14.1.1. the intended date of vacation or transfer;
 - 14.1.2. a final Meter reading taken no earlier than 2 Business Days before the date of vacation (where the Property is metered);
 - 14.1.3. the full legal name and any trading name of the proposed new occupier or owner;
 - 14.1.4. the registered office or principal place of business of the proposed new occupier, or (if the proposed new occupier is an individual or sole trader) the correspondence address;
 - 14.1.5. a contact name, telephone number, and email address for the proposed new occupier;
 - 14.1.6. the nature of the proposed new occupier's occupation of the Property (whether as tenant, owner-occupier, licensee, or otherwise);
 - 14.1.7. the name, address, and contact details of the landlord or managing agent for the Property, if the Property is rented;
 - 14.1.8. a declaration as to whether the proposed new occupier is a Connected Person (as defined in Condition 14.6) of the Customer; and
 - 14.1.9. such supporting documentation as Blue may require, at its sole discretion, to validate the change of tenancy, including (without limitation) a copy of the lease or licence to occupy, missives, solicitors' correspondence, Scottish Assessors' Association records, insurance documentation, or evidence of the proposed new occupier's legal status.
 - 14.2. A Change of Tenancy Notification shall not take effect unless and until Blue has confirmed its acceptance of the notification in writing (including by email). Blue shall use reasonable endeavours to process a complete Change of Tenancy Notification within 10 Business Days of receipt of all information and documentation required under Condition 14.1. Blue may reject or decline to process a Change of Tenancy Notification in any of the following circumstances:
 - 14.2.1. the notification is incomplete or does not contain all of the information and documentation required under Condition 14.1;
 - 14.2.2. the Customer has overdue Charges, interest, cost of recovery charges, or any other overdue amounts due to Blue under this Contract;
 - 14.2.3. the proposed new occupier is a Connected Person of the Customer and the Customer has any balance (whether or not overdue) owing to Blue;
 - 14.2.4. the proposed new occupier fails to respond to Blue's validation contact under Condition 14.3 within 10 Business Days;
 - 14.2.5. the proposed new occupier fails a credit check conducted under Condition 8.10 and does not provide a refundable deposit as requested under Condition 8.6 within the period specified by Blue;
 - 14.2.6. the Property is subject to temporary disconnection under Condition 12 at the date of the notification;
 - 14.2.7. Blue reasonably believes that the Change of Tenancy Notification has been submitted for the purpose of avoiding or frustrating the recovery of outstanding Charges or other amounts due under this Contract; or

- 14.2.8. the information provided by the proposed new occupier materially differs from the information provided in the Change of Tenancy Notification;
- 14.2.9. the declaration provided under Condition 14.1.8 is false, materially incomplete, or misleading.
- 14.3. Upon receipt of a Change of Tenancy Notification that appears complete, Blue shall contact the proposed new occupier using the contact details provided in order to:
 - 14.3.1. confirm that the proposed new occupier intends to occupy the Property from the date stated in the notification;
 - 14.3.2. confirm the proposed new occupier's contact details and billing information;
 - 14.3.3. inform the proposed new occupier of its obligations as a Customer under this Contract or under a Deemed Contract; and
 - 14.3.4. conduct a credit check under Condition 8.10 where Blue considers it appropriate.
 - 14.3.5. Blue may also validate the Change of Tenancy Notification with the landlord or managing agent of the Property before accepting the notification.
- 14.4. The effective date of a Change of Tenancy Notification accepted by Blue shall be the later of:
 - 14.4.1. the date specified in the notification (provided that date is not more than 30 days before or more than 30 days after the date on which the notification was received by Blue); or
 - 14.4.2. the date on which Blue confirms acceptance of the notification.
 - 14.4.3. Blue shall not accept a Change of Tenancy Notification with a retrospective effective date earlier than 30 days before the date on which the notification was received. Where the Customer claims to have vacated the Property more than 30 days before notifying Blue, the effective date shall be no earlier than 30 days before the date of notification, and the Customer shall remain liable for all Charges, interest, and other amounts accrued prior to the effective date.
- 14.5. Where the Customer fails to give a Change of Tenancy Notification in accordance with Condition 14.1, or where Blue rejects a Change of Tenancy Notification in accordance with Condition 14.2:
 - 14.5.1. the Customer shall remain the Customer in respect of the Property and shall be liable for all Charges, interest, cost of recovery charges, and other amounts arising in respect of the Property in accordance with Condition 5.9, until such time as Blue accepts a valid Change of

- Tenancy Notification or identifies a new Customer in respect of the Property through its own investigation under Condition 14.13;
- 14.5.2. Blue may recover from the Customer all reasonable administrative costs incurred in connection with the processing, investigation, or rejection of the notification, including any charges set out in the Charging Statement; and
- 14.5.3. nothing in this Condition 14.5 shall prevent Blue from also pursuing any new occupier identified at the Property as a deemed Customer under Condition 1.3 for Charges attributable to Services received by that new occupier from the date of occupation.
- 14.5.4. Blue shall not recover the same Charges for the same supply period from both the outgoing Customer under this Condition 14.5 and the incoming Customer under Condition 1.3, but Blue may pursue either party as it considers appropriate. For the avoidance of doubt, the prohibition on double recovery applies only to Charges for the Services; it does not apply to administrative costs recoverable under Condition 14.5.2, which are recoverable from the outgoing Customer regardless.
- 14.5.5. Where Blue has accepted a Change of Tenancy Notification and subsequently discovers that the declaration provided under Condition 14.1.8 was false, materially incomplete, or misleading, Blue may, by written notice to the Customer and the new occupier, void its acceptance of the Change of Tenancy Notification with effect from the date of that notice. Upon voiding the acceptance under this Condition 14.5.5:
 - a) the previous Customer's liability shall be reinstated in accordance with Condition 14.5.1 as if the Change of Tenancy Notification had been rejected;
 - b) the new occupier shall remain liable as a deemed Customer under Condition 1.3 for all Charges attributable to Services received from the date of occupation; and
 - c) nothing in this Condition 14.5.5 shall affect the prohibition on double recovery at Condition 14.5.4 or any accrued rights or obligations of either Party.
- 14.6. For the purposes of this Condition 14, "Connected Person" has the meaning given to it in Condition 25.3.
- 14.7. Where the Property is metered, the Customer shall provide Blue with an accurate closing Meter reading taken no earlier than 2 Business Days

- before the date of vacation. If the Customer fails to provide a closing Meter reading:
- 14.7.1. Blue may estimate the closing Meter reading on such basis as Blue considers reasonable in accordance with Condition 7.14, and the Customer shall be liable for any Charges based on that estimate;
 - 14.7.2. if a new occupier provides an opening Meter reading upon taking occupation of the Property that differs from the closing Meter reading provided by the Customer (or from any estimate made by Blue), Blue may investigate and determine which reading or readings are to be used for the purposes of calculating the Customer's closing bill and the new occupier's opening bill; and
 - 14.7.3. Blue's determination under Condition 14.7.2 shall be final in the absence of manifest error.
- 14.8. Where the Customer is the owner of a Property and has granted a lease, licence, or other occupancy right in respect of that Property:
- 14.8.1. the Customer shall notify Blue of the identity and contact details of each tenant or occupier of the Property;
 - 14.8.2. the Customer shall notify Blue in writing within 10 Business Days when a tenant or occupier vacates the Property or a new tenant or occupier takes occupation;
 - 14.8.3. the Customer shall use reasonable endeavours to ensure that any tenant or occupier of the Property is aware of their obligation to register with Blue or with another licensed provider for the provision of the Services; and
 - 14.8.4. where the Property becomes vacant between tenancies, the Customer (as owner) shall remain liable for all standing charges, fixed charges, and minimum charges applicable to the Property until a new Customer assumes responsibility for the Property or the supply is disconnected in accordance with Condition 12.
- 14.9. Where a new occupier takes occupation of a Property at which Blue is the Registered Supplier, and that new occupier does not enter into a Fixed-Term Contract with Blue, the new occupier shall become a Customer under a Deemed Contract in accordance with Condition 1.3 and shall be charged at the Default Tariff. The new occupier's liability for Charges shall commence from the date of occupation, whether or not the new occupier has notified Blue of that occupation and whether or not Blue has accepted a Change of Tenancy Notification under Condition 14.2. Blue may require the new occupier to provide such information as Blue reasonably requires to open an account, including the new occupier's business name, registered address, contact details, and billing address.
- 14.10. Where the Customer vacates a Property during the term of a Fixed-Term Contract, this Condition 14 applies in addition to, and without prejudice to, the termination provisions at Condition 13. For the avoidance of doubt:
- 14.10.1. vacation of the Property does not of itself discharge the Customer's obligations under a Fixed-Term Contract;
 - 14.10.2. the Customer may be liable for an Early Termination Fee under Condition 13.11; and
 - 14.10.3. where the Customer is supplied under a multi-site Fixed-Term Contract, the provisions of Condition 13.13 shall apply.
- 14.11. Where the Customer vacates a Property within the first 3 months of a Fixed-Term Contract, Blue may impose an Early Change of Tenancy Fee in accordance with this Condition 14.11. The Customer acknowledges and agrees that the Early Change of Tenancy Fee represents a genuine pre-estimate of the acquisition, setup, and administration costs that Blue incurs in bringing a new Customer onto supply and which Blue has not recovered where the Customer vacates within the first 3 months.
- 14.11.1. The Early Change of Tenancy Fee shall be calculated as the greater of:
- a) the Early Termination Fee that would be payable under Condition 13.11; or
 - b) an amount equal to 3 months' Charges at the contracted rate applicable to that Property.
- 14.11.2. The Early Change of Tenancy Fee is payable in place of, and not in addition to, any Early Termination Fee under Condition 13.11 where the Early Change of Tenancy Fee exceeds the Early Termination Fee.
- 14.12. Where a Property becomes or remains vacant:
- 14.12.1. Blue may continue to levy standing charges, fixed charges, and any minimum charges applicable under the Wholesale Charges;
 - 14.12.2. the Customer shall notify Blue that the Property is vacant within 10 Business Days of becoming aware of the vacancy;
 - 14.12.3. Blue may assess the Property for temporary or permanent disconnection in accordance with Condition 12; and
 - 14.12.4. the Customer (being the owner of the Property, or, where the owner is not identified, the last known occupier) shall remain liable for all Charges applicable to the Property until the Property is disconnected in accordance with Condition 12 or a new Customer assumes responsibility for the Property.

- 14.13. Where Blue identifies or reasonably suspects that a change of occupier has occurred at a Property but no Change of Tenancy Notification has been received in accordance with Condition 14.1, Blue may:
- 14.13.1. investigate the change, including by contacting the Scottish Assessors, the landlord or managing agent, utility providers, credit reference agencies, any public register or directory, or any other party Blue considers appropriate, and by carrying out site visits or inspections at the Property;
 - 14.13.2. update the account details for the Property to reflect the results of that investigation;
 - 14.13.3. continue charging the last known Customer in respect of the Property until the investigation is concluded and a new Customer is identified;
 - 14.13.4. apply an administrative charge as set out in the Charging Statement to cover the reasonable costs of the investigation; and
 - 14.13.5. where Blue reasonably identifies a person as the occupier of the Property, serve a notice on that person at the Property (or at such other address as Blue holds for that person) requiring that person to confirm or deny their occupation of the Property and to provide such information as Blue may reasonably require (including the person's full legal name, trading name, registered office or principal place of business, contact details, and the date on which occupation commenced). Such notice shall be deemed received in accordance with Condition 21.4.
- 14.14. Where a person served with a notice under Condition 14.13.5 fails to respond in writing to Blue within 20 Business Days of the date on which the notice is deemed received:
- 14.14.1. that person shall be deemed to have accepted their status as Customer under a Deemed Contract in accordance with Condition 1.3.3 and Condition 1.3.4, from the date on which Blue reasonably believes occupation commenced (or such later date as Blue determines);
 - 14.14.2. Blue may issue invoices to that person on the basis of estimated consumption in accordance with Condition 7.14, and such estimates shall be binding on that person;
 - 14.14.3. all rights and remedies available to Blue under this Contract shall apply to that person as a Customer, including without limitation the right to charge interest under Condition 9.1, to apply cost of recovery charges under Conditions 9.3 and 9.4, to exercise debt recovery rights under Condition 9.8, to issue a Disconnection Warning Notice and to disconnect the Services under Condition 12, and to activate the switch block under Condition 13.9; and
- 14.14.4. that person shall be liable for all Charges from the deemed commencement date, together with all interest, cost of recovery charges, and other amounts arising under this Contract.
- 14.15. The Customer and any person identified or reasonably suspected by Blue of being an occupier of the Property shall cooperate with any investigation under this Condition 14.13 and shall provide such information as Blue may reasonably request. A failure to cooperate with an investigation or to respond to a notice under Condition 14.13.5 shall not limit or affect the rights available to Blue under Condition 14.14 or any other provision of this Contract.
- 14.16. Nothing in this Condition 14 shall affect or limit Blue's right to recover any Charges, interest, cost of recovery charges, or other amounts that accrued prior to a change of tenancy taking effect. All such amounts shall remain due and payable by the Customer who incurred them, notwithstanding the change of tenancy and notwithstanding that the Customer has ceased to be the occupier of the Property.
- 14.17. This Condition 14 is without prejudice to Condition 5.3 (notification obligations), Condition 9 (Late Payment and Debt Recovery), Condition 13 (Termination), and Condition 15 (Consequences of Termination). The following supplementary provisions apply:
- 14.17.1. where there is any conflict between this Condition 14 and any other Condition in relation to a change of tenancy, this Condition 14 shall prevail to the extent of the inconsistency;
 - 14.17.2. the switch block at Condition 13.9 does not apply to changes of tenancy processed under this Condition 14; and
 - 14.17.3. a notification given by the Customer under Condition 5.3.3, 5.3.4, 5.3.5, 5.3.6, or 5.3.7 does not of itself constitute a valid Change of Tenancy Notification under Condition 14.1, and the Customer must comply with the requirements of Condition 14.1 in full in order to effect a change of tenancy.
15. Consequences of Termination
- 15.1. Termination of this Contract (howsoever arising) shall have no effect on the accrued rights and remedies of either Party, and those Conditions which expressly or by implication are intended to have effect after termination shall continue in full force and effect.

- 15.1.1. Without prejudice to the generality of Condition 15.1, the following Conditions shall survive termination of this Contract and shall continue in full force and effect:
- a) Condition 7 (Charges and Billing), to the extent of any accrued, contingent, or prospective payment obligation arising from the period prior to and including the date of termination;
 - b) Condition 9 (Late Payment and Debt Recovery);
 - c) Condition 12.5 (Indemnity for Disconnection Costs);
 - d) Condition 12.9 (Unauthorised Reconnection);
 - e) Condition 13 (Termination), including without limitation the obligations of the Customer in respect of the switch block under Condition 13.9, the Early Termination Fee under Condition 13.11, and post-termination supply costs under Condition 13.15;
 - f) Condition 14.16 (Accrued Rights under Change of Tenancy);
 - g) Condition 15 (Consequences of Termination);
 - h) Condition 16 (Liability);
 - i) Condition 18 (Data Protection);
 - j) Condition 19 (Brokers and Third-Party Intermediaries);
 - k) Condition 23 (General Provisions);
 - l) Condition 24 (Governing Law and Jurisdiction);
 - m) Condition 25 (Interpretation and Definitions); and
 - n) any other Condition which expressly or by implication is intended to continue or come into force on or after termination.
- 15.2. If this Contract ends for any reason, or if the Customer has submitted an application to switch from Blue to another licensed supplier, all amounts due to Blue under this Contract shall become immediately due and payable by the Customer, including any Early Termination Fee payable under Condition 13.11, without prejudice to Blue's right to claim interest under Condition 9.
- 15.3. Following termination, Blue shall issue a final bill to the Customer in respect of all accrued Charges, any Early Termination Fee payable under Condition 13.11 or any Early Change of Tenancy Fee payable under Condition 14.11 (as applicable, and subject to Condition 14.11 where the Early Change of Tenancy Fee applies in place of the Early Termination Fee), all debt recovery charges under Condition 9, and all other amounts due under the Contract. The Customer shall pay the final bill within 10 days of its date.
- 15.4. Where a notice of termination of this Contract (in whole or in part) is served by the Customer, or where the Contract otherwise terminates, the Customer shall provide Blue with an accurate final meter reading within 5 Business Days of the date on which termination takes effect.
- 15.5. If the Customer does not provide an accurate final meter reading in accordance with Condition 15.4:
- 15.5.1. Blue may estimate the final bill in accordance with Condition 7.14, and such estimate shall be binding on the Customer; and
 - 15.5.2. the Customer shall be liable for the difference between the meter reading upon which the final bill was based, or the final estimated bill, and the next actual meter reading obtained by Blue, any successor supplier, or Scottish Water.
- 15.6. Blue may issue supplementary invoices or credit notes following termination where retrospective adjustments are required as a result of:
- 15.6.1. wholesale charge reconciliation by the Market Operator or Scottish Water;
 - 15.6.2. meter data corrections;
 - 15.6.3. adjustments to estimated readings following receipt of an actual meter reading; or
 - 15.6.4. any other adjustment required under the Market Code or applicable Law.
 - 15.6.5. The Customer shall pay any supplementary invoice issued under this Condition 15.6 within 10 days of its date. Where a credit is due to the Customer, Blue shall apply the credit to the Customer's account or, where the account has been closed and no further amounts are due to Blue, refund the credit to the Customer.
- 15.7. If, following the settlement of all amounts due to Blue (including any amounts due under supplementary invoices issued pursuant to Condition 15.6), there remains any part of a refundable deposit held pursuant to Condition 8, such amount shall be repaid to the Customer.
- 15.8. If this Contract terminates in respect of part of the Services only, this Contract shall continue in full force and effect in respect of those parts of the Services which are not terminated.
- 15.8.1. Where this Contract relates to multiple Supply Points and terminates in respect of one or more Supply Points pursuant to Condition 13.13, this Contract shall continue in full force and effect in respect of all remaining Supply Points, subject to any pricing adjustment under Condition 13.13.2.
- 15.9. For the avoidance of doubt, where Blue continues to supply a Property following termination in accordance with Condition 13.15, the terms of this

Contract (including this Condition 15) shall continue to apply to such supply until the earlier of:

- 15.9.1. the supply to the Property being permanently disconnected in accordance with Condition 12; or
- 15.9.2. another supplier becoming the Responsible Supplier for the Property.
- 15.10. Blue may notify the Market Operator of the termination and take all steps necessary or desirable under the Market Code in connection with the termination, including without limitation the de-registration or re-registration of any Supply Point. The Customer shall cooperate with Blue and the Market Operator in connection with any such steps.
- 15.11. On termination, the Customer shall:
 - 15.11.1. provide all information and documentation reasonably required by Blue to finalise the Customer's account;
 - 15.11.2. not interfere with or obstruct any re-registration, transfer, or de-registration process in the market;
 - 15.11.3. where the Customer has failed to provide a final meter reading under Condition 15.4, permit Blue (and its agents, contractors, and representatives, including Scottish Water) access to the Property for the purpose of obtaining a final meter reading, in accordance with Condition 11; and
 - 15.11.4. return or make available any property belonging to Blue or Scottish Water held at the Property.
- 15.12. Termination of this Contract (howsoever arising) shall not constitute a waiver by either Party of any breach of any provision of this Contract occurring prior to such termination, and shall not affect the rights and remedies of either Party accruing prior to termination.

16. Liability

- 16.1. Where Blue fails to meet the standards set out in the Service Standards, Blue shall be liable to compensate the Customer in accordance with the Service Standards and to the extent specified therein.
- 16.2. Subject to Condition 16.5, Blue shall not be liable to the Customer (whether in contract, delict, misrepresentation, restitution or otherwise) for any of the following, however arising and whether or not such loss or damage was foreseeable or in the contemplation of the Parties:
 - 16.2.1. loss of revenue;
 - 16.2.2. loss of profit;
 - 16.2.3. loss of contract;
 - 16.2.4. business interruption;

- 16.2.5. depletion of goodwill;
- 16.2.6. loss of anticipated savings;
- 16.2.7. loss of data;
- 16.2.8. wasted management or staff time;
- 16.2.9. any loss arising from or in connection with the termination of this Contract (whether by Blue or by the Customer), including any loss attributable to the application of a Default Tariff or the transition from a Fixed-Term Contract to a Deemed Contract pursuant to Condition 13;
- 16.2.10. any loss arising from or in connection with retrospective billing adjustments made pursuant to Condition 15.6 or otherwise following termination of this Contract;
- 16.2.11. any loss arising from or in connection with a temporary or permanent disconnection of the Services carried out in accordance with Condition 12, including any loss of trade, loss of production or damage to perishable goods;
- 16.2.12. any third-party intellectual property infringement;
- 16.2.13. any special, indirect, consequential or pure economic loss; or
- 16.2.14. any other indirect, consequential, or pure economic loss or damage not falling within Conditions 16.2.1 to 16.2.13. whether caused by Blue's negligence, breach of contract, breach of statutory duty or otherwise.
- 16.3. Subject to Condition 16.5, Blue's sole liability to the Customer under or in connection with this Contract (whether in contract, delict, misrepresentation, restitution, breach of statutory duty, or otherwise) shall be limited to direct physical damage to the Customer's property (or to the property of any third party for which the Customer is legally responsible), and only to the extent that such damage is caused by the negligence or wilful default of Blue or any person for whose acts Blue is responsible.
- 16.4. Subject to Condition 16.5, Blue's total aggregate liability to the Customer in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract shall not exceed ten thousand pounds (£10,000) for each incident or series of related incidents. For the avoidance of doubt:
 - 16.4.1. the limitation in this Condition 16.4 applies only to Blue's liability to the Customer and does not limit or reduce the Customer's obligation to pay Charges, fees, costs of recovery, interest, indemnity amounts or any other sums due to Blue under this Contract; and

- 16.4.2. no amount payable by the Customer under this Contract may be set off against the cap in this Condition 16.4.
- 16.5. Nothing in this Contract shall exclude or limit the liability of either Party for:
 - 16.5.1. death or personal injury resulting from the negligence of that Party or any of its officers, employees, agents or subcontractors;
 - 16.5.2. fraud or fraudulent misrepresentation; or
 - 16.5.3. any other liability which cannot be excluded or limited by applicable law.
- 16.6. Except as set out in the Service Standards and subject to Conditions 16.4 and 16.5, the maximum liability of Blue to the Customer for any loss or damage caused by any act, omission, default or failure of Scottish Water shall not exceed the amount (if any) that Blue is entitled to recover from Scottish Water in respect of that act, omission, default or failure.
- 16.7. Blue shall not be liable to the Customer for any loss, damage, cost or expense arising from or in connection with any act or omission of Blue that is required or directed by the Water Industry Commission for Scotland, Scottish Water, any other competent authority or any applicable law or regulation, provided that Blue has acted in good faith and in accordance with such requirement or direction.
- 16.8. The Customer shall indemnify Blue and keep Blue indemnified against all losses, liabilities, costs, claims, demands, actions, proceedings and expenses (including reasonable legal costs on a full indemnity basis) arising from or in connection with:
 - 16.8.1. any breach by the Customer of this Contract;
 - 16.8.2. any breach by the Customer of any applicable law, regulation, byelaw or consent (including any trade effluent consent);
 - 16.8.3. the condition or use of the Customer's internal pipework, fittings and equipment downstream of the point of connection with the Scottish Water network; or
 - 16.8.4. any negligent or wilful act or omission of the Customer or any person for whom the Customer is responsible.
 - 16.8.5. The indemnity in this Condition 16.8 is without prejudice to and cumulative with the specific indemnities set out in Conditions 11.8 and 12.5 and does not limit or replace those indemnities.
- 16.9. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.
- 16.10. Blue's liability under or in connection with this Contract shall be reduced proportionately to the extent that the Customer has caused or contributed to the loss, damage, cost or expense in question. Each Party shall use all

reasonable endeavours to mitigate any loss, damage, cost or expense to which it may become entitled to claim under or in connection with this Contract.

- 16.11. If the Customer wishes to make a claim against Blue under or in connection with this Contract, the Customer must:
 - 16.11.1. notify Blue in writing within two (2) years of the date on which the Customer became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim;
 - 16.11.2. provide Blue with reasonable evidence of the losses incurred; and
 - 16.11.3. allow Blue a reasonable opportunity to investigate the claim.
 - 16.11.4. Any claim not notified to Blue in accordance with Condition 16.11.1 shall be time-barred and Blue shall have no liability in respect of it, unless otherwise required by law.
 - 16.12. Each sub-clause of this Condition 16 is separate and severable. If any sub-clause (or any part of any sub-clause) of this Condition 16 is held by any court or competent authority to be invalid, unlawful or unenforceable, that sub-clause (or part) shall be deemed to be deleted and the validity, legality and enforceability of the remaining sub-clauses of this Condition 16 shall not be affected or impaired.
 - 16.13. This Condition 16 shall survive termination or expiry of this Contract for any reason and shall continue to bind the Parties.
17. Force Majeure
- 17.1. In this Condition 17, a "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected Party which prevents or materially delays that Party from performing one or more of its obligations under this Contract, including any of the following:
 - 17.1.1. act of God, fire, flood, storm, earthquake, subsidence, epidemic, pandemic, or other natural disaster;
 - 17.1.2. war, armed conflict, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power, or blockade;
 - 17.1.3. act of terrorism, sabotage, or threat of terrorist activity;
 - 17.1.4. nuclear, chemical, or biological contamination;
 - 17.1.5. explosion, mechanical breakdown, or failure of infrastructure, plant, or equipment (other than infrastructure, plant, or equipment owned or controlled by the affected Party or any of its sub-contractors);
 - 17.1.6. collapse of buildings or structures, or accident;

- 17.1.7. interruption or failure of a utility service, including electricity, gas, water, or telecommunications (other than the Services provided by Blue under this Contract);
 - 17.1.8. cyberattack, including distributed denial of service attacks, ransomware, or other malicious interference with information technology systems (provided that the affected Party has maintained reasonable and proportionate cybersecurity measures);
 - 17.1.9. any law, regulation, direction, action, or requirement of any government, governmental body, regulatory authority, or court of competent jurisdiction (including any change in Law);
 - 17.1.10. strike, lock-out, or other industrial action or trade dispute (whether involving employees of the affected Party or of a third party);
 - 17.1.11. failure or disruption of the Scottish Water network, or any act or omission of Scottish Water;
 - 17.1.12. drought, water shortage order, or any direction or restriction imposed by Scottish Water or Scottish Environment Protection Agency (SEPA) in connection with water resources; and
 - 17.1.13. any other event or circumstance analogous to the foregoing, provided that the inability of a Party to pay any sum due under this Contract, or any lack of funds or financial difficulty howsoever arising, shall not constitute a Force Majeure Event.
- 17.2. Subject to Condition 17.3 and Condition 17.4, neither Party shall be in breach of this Contract or liable to the other Party for any failure or delay in performing its obligations under this Contract to the extent that such failure or delay is caused by a Force Majeure Event, provided that the affected Party:
- 17.2.1. gives written notice to the other Party as soon as reasonably practicable after becoming aware of the Force Majeure Event, specifying the nature of the Force Majeure Event, its expected duration, and the obligations affected; and
 - 17.2.2. uses all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations and to resume performance of the affected obligations as soon as reasonably practicable.
- 17.3. A Force Majeure Event shall not relieve either Party of:
- 17.3.1. any obligation to make payment of any sum due under this Contract, including without limitation any Charges, interest, debt recovery charges, the Early Termination Fee, and any Early Change of Tenancy Fee;
 - 17.3.2. any indemnity obligation arising under this Contract, including without limitation any indemnity under Condition 9.7, Condition 11.8, or Condition 12.5; or
 - 17.3.3. any obligation which arose or accrued prior to the commencement of the Force Majeure Event.
- 17.4. The relief conferred by Condition 17.2 shall apply only to the specific obligations and, where the Contract relates to more than one Property, only to the specific Properties affected by the Force Majeure Event. The affected Party's obligations in respect of all other matters and all other Properties shall continue in full force and effect.
- 17.5. The performance of the affected Party's obligations (other than those referred to in Condition 17.3) shall be suspended for the duration of the Force Majeure Event. The Customer shall comply with any emergency measures, restrictions, or directions issued by Blue, Scottish Water, the Scottish Environment Protection Agency (SEPA), or any other competent authority during or in connection with a Force Majeure Event.
- 17.6. The affected Party shall give written notice to the other Party as soon as reasonably practicable after the Force Majeure Event ceases or abates to such an extent that the affected Party is able to resume performance of the affected obligations. The affected Party shall resume performance of its obligations promptly following the cessation or abatement of the Force Majeure Event.
- 17.7. Where a Force Majeure Event prevents or materially restricts Blue's ability to obtain actual meter readings or to access the Property for the purposes of Condition 11, Blue may issue invoices based on estimated consumption in accordance with Condition 7.14, and such estimates shall be binding on the Customer in accordance with that Condition.
- 17.8. During any period in which the supply of Services to a Property is interrupted or restricted as a result of a Force Majeure Event, the Customer shall remain liable for all standing charges, fixed charges, and any other non-volumetric Charges applicable to the Property. For the avoidance of doubt, an interruption or restriction of supply caused by a Force Majeure Event shall not constitute a temporary or permanent disconnection under Condition 12.
- 17.9. Blue shall not be liable to the Customer for any compensation under Condition 16.1 or the Service Standards to the extent that any failure to meet the Service Standards is attributable to a Force Majeure Event.
- 17.10. Where a Force Majeure Event affects the supply of Services to more than one Property or more than one customer, Blue may allocate its available

resources and prioritise the restoration of Services at its discretion, taking into account the severity of the impact and any directions issued by Scottish Water or any competent authority.

- 17.11. The rights and remedies of the Parties under this Condition 17 are without prejudice to any other rights or remedies available to the Parties under this Contract or at law, save that, for the avoidance of doubt, the Customer shall not be entitled to terminate this Contract by reason of a Force Majeure Event save in accordance with Condition 17.12, and shall not be entitled to object to a transfer under Condition 13.16 by reason of a Force Majeure Event.
 - 17.12. If a Force Majeure Event continues for more than 60 consecutive days, either Party may terminate this Contract by giving the other Party not less than 10 Business Days' written notice in accordance with Condition 21.
 - 17.12.1. Such termination shall be without prejudice to any rights or obligations that have accrued before the date of termination, including without limitation the Customer's obligation to pay all Charges, interest, and other amounts outstanding at the date of termination.
 - 17.12.2. The provisions of Condition 15 (Consequences of Termination) shall apply to any termination under this Condition 17.12.
 - 17.12.3. Any indemnity obligation arising under this Contract shall survive termination under this Condition 17.12.
 - 17.12.4. No Early Termination Fee shall be payable by the Customer where this Contract is terminated under this Condition 17.12.
18. Data Protection and Confidentiality
- 18.1. Blue shall comply with all applicable Data Protection Laws in respect of any Personal Data processed in connection with this Contract and shall process such Personal Data in accordance with its Privacy Statement, a current copy of which is available at www.blue.supply/privacy.
 - 18.2. Blue may use information provided by or on behalf of the Customer for the purposes of supplying the Services, administering the Customer's account, processing payments, billing, credit assessment, fraud prevention, regulatory compliance, market registration and settlement, and any other purpose to which the Customer consents from time to time.
 - 18.3. Blue may share information relating to the Customer and the Customer's account with Scottish Water, the Market Operator, the Water Industry Commission for Scotland, any other regulatory body, credit reference agencies, debt recovery agents, and any sub-contractor or agent engaged

by Blue in connection with the provision of the Services, in each case to the extent necessary for the relevant purpose.

- 18.4. The Customer acknowledges that Blue may report the Customer's payment performance, including details of any overdue Charges, to one or more credit reference agencies, and that such reporting may take place during and after the term of this Contract. Without prejudice to the generality of this Condition 18.4, the debt recovery procedure set out at Condition 9.8.4 shall apply.
 - 18.5. Blue may monitor and record communications with the Customer, including telephone calls and emails, for the purposes of training, quality assurance, dispute resolution, and regulatory compliance.
 - 18.6. The Customer shall ensure that all information provided to Blue is accurate, complete, and kept up to date in accordance with Condition 5.3. Blue shall not be liable for any loss or delay arising from the Customer's failure to comply with this obligation.
 - 18.7. Each Party shall keep confidential any information obtained from the other Party in connection with this Contract, and shall not disclose such information to any third party without the prior written consent of the other Party, except where disclosure is:
 - 18.7.1. required by law, regulation, or the order of any court or competent authority;
 - 18.7.2. required by any regulatory body, including the Water Industry Commission for Scotland;
 - 18.7.3. made to Scottish Water or the Market Operator in connection with the provision of the Services;
 - 18.7.4. made to Blue's professional advisers, auditors, insurers, credit reference agencies, debt recovery agents, or sub-contractors on a need-to-know basis;
 - 18.7.5. of information that is already in the public domain other than through a breach of this Condition 18.7; or
 - 18.7.6. of information that the receiving Party can demonstrate was already in its possession prior to disclosure.
 - 18.8. The obligations of confidentiality in Condition 18.7 shall not restrict Blue from exercising any of its rights under this Contract, including without limitation its rights under Conditions 9, 12, 13, and 14.
 - 18.9. This Condition 18 shall survive termination of this Contract.
19. Brokers and Third-Party Intermediaries

- 19.1. The Customer may appoint a broker, agent, or other third party (a "Third-Party Intermediary" or "TPI") to act on its behalf in relation to the Services, provided that such appointment is evidenced by a signed Letter of Authority in a form acceptable to Blue (a "Letter of Authority" or "LOA") delivered to Blue. A Letter of Authority may be signed by electronic means.
- 19.2. A Letter of Authority shall only authorise a TPI to act within the scope expressly stated in that Letter of Authority. Where a Letter of Authority does not expressly authorise a specific action (including, without limitation, the giving of a termination notice under Condition 13.3 or a cancellation notice under Condition 13.10), the TPI shall have no authority to take that action on the Customer's behalf.
- 19.3. Subject to Condition 19.2, Blue may rely on any instruction, communication, or request received from a TPI holding a valid Letter of Authority as if it were an instruction, communication, or request from the Customer, to the extent that such instruction, communication, or request falls within the scope of the Letter of Authority.
- 19.4. The Customer shall remain fully liable for all Charges, obligations, and liabilities under this Contract regardless of whether the Contract was entered into, negotiated, or managed through a TPI. The appointment of a TPI shall not relieve the Customer of any obligation under this Contract.
- 19.5. Blue shall not be bound by any representation, warranty, promise, or commitment made by a TPI to the Customer unless such representation, warranty, promise, or commitment has been confirmed by Blue in writing.
- 19.6. A TPI shall have no authority to amend, vary, or terminate the Contract or any part thereof unless the Letter of Authority expressly confers that authority and Blue has confirmed acceptance of the Letter of Authority in writing.
- 19.7. Blue shall not be liable for any act, omission, error, misrepresentation, or default of any TPI, whether or not such TPI holds a Letter of Authority.
- 19.8. Where the Customer appoints a TPI, commission may be payable by Blue to the TPI in respect of services the TPI provides to the Customer. Such commission may be reflected in the Charges payable by the Customer under Condition 7. The Customer acknowledges and agrees that, by appointing a TPI, the Customer has satisfied itself as to the commission arrangements between the Customer and the TPI, including the amount of any commission payable. The payment of commission by Blue to a TPI does not create any agency, employment, partnership, or joint venture relationship between Blue and the TPI. The TPI acts on behalf of the Customer and not on behalf of Blue. Blue shall have no liability to the

Customer in respect of the amount of commission payable to the TPI, the value of services provided by the TPI, or any dispute between the Customer and the TPI relating to commission. The Customer's obligation to pay Charges in full under Condition 7 is not affected by any dispute between the Customer and the TPI regarding commission, nor by the termination of the Customer's relationship with the TPI.

- 19.9. Blue may, at its discretion, refuse to accept or act upon instructions from a TPI where Blue has reasonable grounds to believe that the Letter of Authority is invalid, has been revoked, or does not accurately reflect the Customer's wishes.
- 19.10. The Customer is responsible for ensuring that any TPI acting on its behalf holds a valid and current Letter of Authority, and shall notify Blue promptly in writing if such authority is revoked, amended, or expires. Until Blue receives written notification of revocation, Blue shall be entitled to continue to rely on the Letter of Authority as valid.
 - 19.10.1. The revocation of a Letter of Authority by the Customer shall be without prejudice to the Customer's accrued obligations under this Contract, including without limitation any obligation to pay Charges, interest, debt recovery charges, or any Early Termination Fee, and shall not entitle the Customer to renegotiate the terms of any Fixed-Term Contract or any pricing agreed between the Parties.
- 19.11. The appointment of a TPI shall not restrict Blue's right to communicate directly with the Customer in relation to any matter under the Contract, including (without limitation) billing, debt recovery, disconnection, and termination.
- 19.12. Blue may at any time require the Customer to provide an updated or replacement Letter of Authority, and may suspend its acceptance of instructions from a TPI until a satisfactory Letter of Authority is received.
- 19.13. The Customer shall indemnify Blue against any losses, costs, claims, or expenses arising from Blue acting in good faith on instructions from a TPI holding a valid Letter of Authority, or from any dispute between the Customer and the TPI.
- 19.14. Blue may, by written notice to the Customer, give notice that it will no longer accept instructions from a specified TPI in relation to the Customer's account, where Blue has reasonable grounds to believe that the TPI has engaged in any of the conduct described in Conditions 19.14.1 to 19.14.5:
 - 19.14.1. The TPI has acted contrary to the Customer's interests.
 - 19.14.2. The TPI has interfered with or sought to frustrate the Customer's payment obligations under this Contract.

- 19.14.3. The TPI has provided materially inaccurate, incomplete, or misleading information to Blue.
- 19.14.4. The TPI has failed to comply with any applicable regulatory requirements, code of practice, or industry standards.
- 19.14.5. The TPI has otherwise acted in a manner that Blue considers, acting reasonably, to be detrimental to the proper administration of the Customer's account.
- 19.14.6. Upon giving notice under this Condition 19.14, Blue shall no longer be obliged to accept instructions from the specified TPI, and the Customer shall be required to deal with Blue directly or to appoint a replacement TPI and deliver a new Letter of Authority in accordance with Condition 19.1.
- 19.14.7. Notice given under this Condition 19.14 shall not affect the Customer's rights or obligations under this Contract.

20. Complaints and Code of Practice

- 20.1. Blue shall comply with any code of practice issued or approved by the Water Industry Commission for Scotland from time to time, to the extent applicable to Blue.
- 20.2. Blue shall maintain a complaints procedure setting out how Customers may raise complaints about the Services or any other matter arising under or in connection with this Contract. Details of Blue's complaints procedure are available at www.blue.supply or upon request.
- 20.3. The Customer shall raise any complaint in accordance with Blue's complaints procedure as published from time to time. Blue may require the Customer to submit the complaint in writing, together with such supporting information as Blue may reasonably request.
- 20.4. Blue shall investigate any complaint raised in accordance with Condition 20.3 and shall use reasonable endeavours to respond to the Customer within a reasonable period. Blue shall keep the Customer informed of the progress of the investigation where reasonably practicable.
- 20.5. If the Customer is not satisfied with the outcome of a complaint following completion of Blue's internal complaints procedure, the Customer may refer the complaint to the Scottish Public Services Ombudsman (SPSO). Details of how to contact the SPSO are available at www.spsso.org.uk.
- 20.6. The raising of a complaint by the Customer (whether under this Condition 20 or otherwise), including any complaint relating to the amount or accuracy of any bill or Charges, shall not:

- 20.6.1. relieve the Customer of the obligation to pay any Charges or other sums due under this Contract (including any undisputed amounts);
- 20.6.2. suspend, reduce, or otherwise affect the accrual of interest under Condition 9;
- 20.6.3. suspend, reduce, or otherwise affect the application of debt recovery charges under Condition 9;
- 20.6.4. suspend or otherwise affect the operation of the switch block under Condition 13.9; or
- 20.6.5. suspend or otherwise affect Blue's right to exercise any other right or remedy available to it under this Contract or at law.

- 20.7. The rights and remedies of Blue under this Condition 20 are without prejudice to and cumulative with any other rights and remedies available to Blue under this Contract, at law, or in equity. Nothing in this Condition 20 shall limit or restrict the exercise by Blue of any right or remedy under any other Condition of this Contract.
- 20.8. Where Blue fails to meet any applicable Service Standards in the delivery of the Services, compensation shall be payable in accordance with Condition 16.1. The Customer's right to compensation under Condition 16.1 is not conditional upon the Customer having first raised a complaint under this Condition 20.

21. Notices

- 21.1. Where any notice or other communication is to be given under this Contract, it must be in writing. For the purposes of this Condition 21, "writing" includes email.
- 21.2. Notices to Blue must be sent to: Blue Business Water Ltd, Former Coroners Court, Close, Newcastle Upon Tyne, England, NE1 3RQ, or by email to hello@blue.supply, or to such other address or email address as Blue may notify to the Customer from time to time.
- 21.3. Notices to the Customer may be sent to any of the following: the Customer's last known address; the Customer's registered office (if the Customer is a company); any Property; or the Customer's last known email address. Blue may serve notice at any one or more of these addresses at its discretion.
- 21.4. A notice shall be treated as having been received:
 - 21.4.1. if delivered by hand (including courier) within Delivery Hours, when so delivered;
 - 21.4.2. if delivered by hand (including courier) outside Delivery Hours, at the next start of Delivery Hours;

- 21.4.3. if sent by first class pre-paid post, guaranteed next day delivery, post with delivery confirmation or receipt (for example, special delivery), and posted on a Business Day, the later of actual receipt and 9:00am on the Business Day after posting;
 - 21.4.4. if sent by first class pre-paid post, guaranteed next day delivery, post with delivery confirmation or receipt (for example, special delivery), and not posted on a Business Day, the later of actual receipt and 9:00am on the second Business Day after posting;
 - 21.4.5. if sent by email during a Business Day before 5:00pm, it is received on that Business Day; and
 - 21.4.6. if sent by email outside of a Business Day or after 5:00pm on a Business Day, it is received on the following Business Day.
- 21.5. In proving that notice has been given, it shall be conclusive evidence to demonstrate that delivery was made, or that the envelope containing the notice was properly addressed and posted (as the case may be), or that the email was sent to the correct email address and no automated delivery failure notification was received by the sender.
- 21.6. The Customer shall ensure that its contact details (including postal address, email address, and telephone number) are accurate and up to date at all times, and shall notify Blue promptly of any changes. Where a notice is sent by Blue to the Customer's last known address or last known email address in accordance with this Condition 21, such notice shall be deemed validly served notwithstanding that the Customer has failed to notify Blue of a change of address or email address.
- 21.7. Where any notice is required to be given under a specific Condition of this Contract (including, without limitation, a Disconnection Warning Notice under Condition 12, a termination notice under Condition 13, or a Change of Tenancy Notification under Condition 14), the requirements of that Condition shall apply in addition to the requirements of this Condition 21. In the event of any conflict between the requirements of this Condition 21 and the requirements of a specific Condition, the requirements of the specific Condition shall prevail.
- 21.8. Where this Contract expressly permits Blue to give notice by publication on its website at www.blue.supply (including, without limitation, under Condition 7.2 and Condition 22), such publication shall constitute valid notice to the Customer for the purposes of this Condition 21.

22. Amendments

- 22.1. Blue may amend these Standard Terms and Conditions at any time by giving the Customer not less than 30 days' notice, such notice to be given by any method permitted under Condition 21 (including by publication on Blue's website in accordance with Condition 21.8).
- 22.2. Blue may amend the Charging Statement in accordance with Condition 7.2. For the avoidance of doubt, any amendment to the Charging Statement shall take effect in accordance with Condition 7.2 and is not subject to the 30-day notice period set out at Condition 22.1.
- 22.3. If the Customer continues to receive Services after the date on which an amendment to these Standard Terms and Conditions or the Charging Statement takes effect, the Customer shall be deemed to have accepted the amendment.
- 22.4. If the Customer does not wish to accept an amendment to these Standard Terms and Conditions, the Customer may terminate the Contract by giving notice in accordance with Condition 13, provided that such notice is given before the date on which the amendment takes effect. The following provisions shall apply to any such termination:
- 22.4.1. Where the amendment is materially adverse to the Customer (being an amendment that, considered objectively, would have a significant detrimental effect on the Customer's rights, obligations, or financial position under the Contract), no Early Termination Fee shall be payable under Condition 13.11 in respect of that termination.
 - 22.4.2. Where the amendment is not materially adverse to the Customer, any Early Termination Fee payable under Condition 13.11 shall apply to the termination.
 - 22.4.3. Any dispute as to whether an amendment is materially adverse to the Customer for the purposes of this Condition 22.4 shall be determined in accordance with Condition 20 (Complaints and Code of Practice) and, if not resolved, in accordance with Condition 24 (Governing Law and Jurisdiction).
- 22.5. No amendment shall affect any rights or obligations that have accrued before the effective date of that amendment.
- ## 23. General Provisions
- 23.1. The failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy, shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract. No waiver shall be effective unless it is expressly stated to be

- a waiver in a notice to the other Party. A waiver of any right or remedy in respect of any one breach shall not constitute a waiver in respect of any subsequent breach.
- 23.2. Each Party shall do and procure to be done any further acts and things, and shall sign and procure to be signed any documents, as the other Party may reasonably require for the purposes of giving that Party the full benefit of the provisions of this Contract. The cost of all actions and steps taken pursuant to this Condition 23.2 shall be borne by the Party requiring them to be done.
- 23.3. If at any time any provision of this Contract is or becomes invalid, illegal, or unenforceable in any respect, such provision shall be deemed to be severed from this Contract, but the validity, legality, and enforceability of the remaining provisions of this Contract shall not be affected or impaired thereby. Where any provision so severed would be valid, legal, and enforceable if some part of it were modified, the parties agree that the provision shall apply with the minimum modification necessary to make it valid, legal, and enforceable.
- 23.4. The Customer may not assign, novate, sub-contract, or otherwise transfer any of its rights or obligations under this Contract to any other person without Blue's prior written consent. Blue may withhold such consent at its absolute discretion.
- 23.5. Blue may assign, novate, or otherwise transfer any of its rights or obligations under this Contract to any appropriately licensed supplier without the Customer's consent. Blue shall use reasonable endeavours to notify the Customer of any such assignment or transfer, but any failure to do so shall not affect the validity of the assignment or transfer.
- 23.6. No person who is not a party to this Contract shall have any right under the Contract (Third Party Rights) (Scotland) Act 2017, or under the common law doctrine of *jus quaesitum tertio*, or otherwise, to enforce any term of this Contract.
- 23.7. The Contract (as defined in Condition 2) constitutes the entire agreement between the Parties in relation to the subject matter of this Contract and supersedes all prior discussions, representations, understandings, negotiations, and agreements (whether written or oral) relating to such subject matter. Nothing in this Condition 23.7 shall exclude or limit any term or obligation imposed by law, whether expressly or by implication, or any liability for fraud or fraudulent misrepresentation.
- 23.8. The rights and remedies of Blue under this Contract are cumulative and are in addition to, and do not exclude or limit, any rights or remedies provided by law. The exercise or non-exercise of any right or remedy shall not preclude the exercise of any other right or remedy.
- 23.9. Blue may at any time, without notice to the Customer, set off any amount owed by the Customer to Blue under this Contract or otherwise against any amount payable by Blue to the Customer (including, without limitation, any refundable deposit held pursuant to Condition 8 or any compensation payable under the Service Standards). The Customer shall not be entitled to exercise any right of set-off or counterclaim against any Charges or other amounts due to Blue under this Contract.
24. Governing Law and Jurisdiction
- 24.1. This Contract shall be governed by and construed in all respects in accordance with the laws of Scotland.
- 24.2. The parties irrevocably submit to the jurisdiction of the Scottish courts for the purpose of any proceedings arising out of or in connection with this Contract.
- 24.3. The Customer agrees that any proceedings brought by the Customer arising out of or in connection with this Contract shall be brought in Edinburgh Sheriff Court. This Condition 24.3 shall not restrict the court in which Blue may commence proceedings.
- 24.4. Blue is entitled to require that all payments due under this Contract be made to Blue's registered office at the address specified in Condition 1.2, or to such other address or account as Blue may notify to the Customer from time to time.
- 24.5. Nothing in this Condition 24 shall limit Blue's right to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.
25. Interpretation and Definitions
- 25.1. In these Standard Terms and Conditions, unless the context otherwise requires:
- 25.1.1. headings are included for convenience only and shall not affect the construction or interpretation of these Standard Terms and Conditions or any provision of the Contract;
- 25.1.2. the singular shall include the plural and vice versa;
- 25.1.3. references to one gender shall include all genders;
- 25.1.4. references to a "person" shall include any individual, firm, partnership, body corporate, unincorporated association,

- government, state or agency of a state, local or municipal authority, or joint venture (whether or not having a separate legal personality);
- 25.1.5. references to a "company" shall be construed so as to include any company, corporation, or other body corporate, wherever and however incorporated or established;
- 25.1.6. a reference to a Condition is to the relevant condition of these Standard Terms and Conditions unless otherwise stated;
- 25.1.7. any reference to a statute, statutory provision, or subordinate legislation shall (except where the context otherwise requires) be construed as referring to:
- a) such legislation as amended and in force from time to time, and to any legislation which (whether with or without modification) re-enacts, consolidates, or enacts in rewritten form any such legislation; and
 - b) any former legislation which it re-enacts, consolidates, or enacts in rewritten form;
- 25.1.8. any reference to a Scottish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official, or any legal concept or thing shall, in respect of any jurisdiction other than Scotland, be deemed to include a reference to what most nearly approximates in that jurisdiction to the Scottish legal term;
- 25.1.9. any phrase introduced by the terms "including", "include", "in particular", or any similar expression shall be construed as illustrative and shall not limit the sense of the words which precede those terms;
- 25.1.10. any reference to any other document is a reference to that other document as amended, varied, supplemented, or novated (in each case, other than in breach of the provisions of the Contract) at any time;
- 25.1.11. where any obligation falls to be performed on a day that is not a Business Day, such obligation shall be deemed to fall due on the next following Business Day;
- 25.1.12. references to times of day are to United Kingdom time;
- 25.1.13. "written" and "in writing" include communication by email and any other form of electronic communication capable of being read and reproduced in legible form, but do not include communication by text message or instant messaging service unless expressly stated otherwise in the relevant Condition;
- 25.1.14. references to "law" or "applicable law" include any statute, subordinate legislation, byelaw, regulation, order, regulatory policy, guidance, or code of practice having the force of law, any binding judgment of a relevant court, and any applicable requirement of a regulatory body with which the relevant Party is bound to comply;
- 25.1.15. where any Condition states that a right or remedy is "without prejudice to" or "cumulative with" any other right or remedy, the exercise of any one right or remedy shall not (except where expressly stated to the contrary) constitute an election so as to bar the exercise of any other right or remedy, and each such right or remedy may be exercised separately or concurrently with any other right or remedy available under the Contract, at law, or in equity.
- 25.2. The defined terms set out in this Condition 25 shall have the meanings given to them below, except where a defined term is expressly defined elsewhere in these Standard Terms and Conditions, in which case the definition given in the relevant Condition shall prevail. Where a defined term is defined both in this Condition 25 and in another Condition, the definition in this Condition 25 is included for convenience of reference only.
- 25.3. In the Contract, the following terms shall have the following meanings:
- "Authorised Representative" means any person expressly authorised by the Customer in writing to act on the Customer's behalf in relation to the Contract, including any Third-Party Intermediary holding a valid Letter of Authority in accordance with Condition 19, but excluding any person whose authority has been revoked by the Customer or rejected by Blue in accordance with Condition 19.9;
- "Blue" has the meaning given to it in Condition 1.2;
- "Business Day" means any day other than a Saturday, Sunday, or public holiday in Scotland;
- "Change of Tenancy Notification" means a notification given to Blue by the Customer, or by any incoming or outgoing occupier of a Property, advising that a change of occupier has occurred or is expected to occur at that Property, given in such form and containing such information as Blue may reasonably require from time to time;
- "Charges" means all charges, fees, and other sums payable by the Customer to Blue under or in connection with the Contract, including charges for the Services as set out in the Charging Statement, any charges specified in a Water and Waste Water Supply Contract, standing charges, volumetric charges, trade effluent charges, interest payable under Condition 9, debt recovery charges payable under Condition 9, abortive visit charges under Condition 11.6, disconnection and reconnection charges under Condition 12, any

Early Termination Fee payable under Condition 13.11, any Early Change of Tenancy Fee payable under Condition 14.11, any deposit required under Condition 8, and Value Added Tax and any other applicable tax or levy;

"Charging Statement" means the statement of charges published by Blue from time to time setting out the basis on which Blue calculates Charges for the Services, including any applicable tariffs, standing charges, volumetric rates, and non-primary charges, as amended from time to time in accordance with Condition 7.2. The version of the Charging Statement in force at any given time shall be the version most recently published by Blue on its website;

"Code of Practice" means the code of practice for the Scottish non-household retail water market published by the Water Industry Commission for Scotland from time to time;

"Connected Person" means, in relation to the Customer, any of the following:

- (a) a Related Customer;
- (b) any individual who is a director, shadow director (within the meaning of section 251 of the Companies Act 2006), officer, partner, or member of the Customer or of a Related Customer;
- (c) a Family Member of any individual referred to in paragraph (b) of this definition, or a Family Member of any individual who Controls the Customer;
- (d) any company, partnership, limited liability partnership, trust, or unincorporated body which is Controlled by the Customer, by any person referred to in paragraphs (a) to (c) of this definition, or by any combination of such persons acting together;
- (e) any company, partnership, limited liability partnership, trust, or unincorporated body which Controls the Customer;
- (f) any person who has occupied the Property within the 24 months preceding the date of the relevant event (being, in the context of Condition 14, the date of the Change of Tenancy Notification, and in the context of Condition 9.15, the date of Blue's notice under that Condition) and who has outstanding Charges or other amounts owing to Blue; and
- (g) any person whom Blue reasonably believes to be acting in concert with the Customer, or with any person referred to in paragraphs (a) to (f) of this definition, for the purpose of avoiding or frustrating the

payment of outstanding Charges or other amounts due under this Contract.

For the purposes of this definition:

"Control" means, in relation to any person: (i) holding or being beneficially entitled to more than 50% of the issued share capital, voting rights, or equivalent ownership interests of that person; (ii) having the right (whether directly or indirectly) to appoint or remove a majority of the directors or equivalent officers of that person; (iii) having the right (whether through ownership of shares or voting rights, by agreement, or otherwise) to direct or cause the direction of the management and policies of that person; or (iv) being a shadow director of that person within the meaning of section 251 of the Companies Act 2006; and "Controlled" and "Controls" shall be construed accordingly;

"Family Member" means, in relation to any individual: the spouse, civil partner, or cohabitant of that individual; a parent or step-parent of that individual; a child or step-child of that individual; a sibling or step-sibling of that individual; and the spouse, civil partner, or cohabitant of any such parent, child, or sibling.

"Connection Point" means the point at which the public water supply system connects to the internal plumbing or private pipework serving the Property, being the point at which ownership of and responsibility for the water supply passes to the Customer in accordance with Condition 5.7;

"Contract" has the meaning given to it in Condition 2.1;

"Contract Start Date" has the meaning given to it in Condition 3.1;

"Cooling-Off Period" has the meaning given to it in Condition 13.10;

"Customer" has the meaning given to it in Condition 1.3;

"Data Protection Laws" means the UK General Data Protection Regulation (as defined in section 3(10) of the Data Protection Act 2018), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other applicable law relating to the processing of personal data or the protection of privacy, in each case as amended, re-enacted, or replaced from time to time;

"Deemed Contract" means a contract between Blue and the Customer arising by operation of market processes under the Market Code or Operational Code, or by virtue of the Customer receiving or being entitled to receive Services at a Property at which Blue is the

registered supplier, where no Water and Waste Water Supply Contract or other express written agreement is in place between the Parties in respect of that Property;

"Default Tariff" means the maximum tariff that Blue may charge for the provision of default services as set out in the documentation issued by the Water Industry Commission for Scotland under the Directions from time to time;

"Default Services" means those services which Blue is required, under the Directions, to provide to any Customer who requests such services, as further described in the documentation issued by the Water Industry Commission for Scotland from time to time;

"Delivery Hours" means 9.00am to 5.00pm on any Business Day;

"Directions" means the Default Services, Standards and Maximum Tariffs Directions 2007 issued by the Water Industry Commission for Scotland (or any other direction which amends, replaces, or adds to, or is made for the same subject matter as that direction), as in force from time to time;

"Disconnection Warning Notice" means the notice to be sent to the Customer by Blue in certain circumstances before Blue may disconnect a supply, in such form and with such content as may be prescribed by the Scottish Ministers under section 18(3) of the Water Services etc. (Scotland) Act 2005 from time to time;

"Disconnections Document" means the document named under the Water Services (Codes and Services) Directions 2007 (or any other direction which amends, replaces, or adds to, or is made for the same subject matter as that direction) which contains:

(a) the code made by the Water Industry Commission for Scotland under section 19 of the Water Services etc. (Scotland) Act 2005; and

(b) supplementary provisions relating to the procedures for disconnection and reconnection of water and waste water services in Scotland,

as in force from time to time;

"Early Change of Tenancy Fee" has the meaning given to it in Condition 14.11;

"Early Termination Fee" means the fee payable by the Customer to Blue where a Fixed-Term Contract is terminated before the expiry of its term, calculated in accordance with Condition 13.11, or where a Water and Waste Water Supply Contract specifies an alternative

formula or methodology for calculating such fee, in accordance with that Water and Waste Water Supply Contract;

"Fixed-Term Contract" means a Water and Waste Water Supply Contract that specifies a minimum term during which the Contract (or the terms and pricing specified in that Water and Waste Water Supply Contract) shall remain in force, as distinct from a Contract that continues indefinitely in accordance with Condition 3.2;

"Force Majeure Event" has the meaning given to it in Condition 17.1;

"Guaranteed Minimum Payment" means a payment to which a Customer may be entitled where Scottish Water has failed to meet the applicable Wholesale Service Standards in relation to a Property, payable in accordance with the scheme administered by the Water Industry Commission for Scotland from time to time;

"Household" means, in relation to any property, that it is a "dwelling" within the meaning of Part II of the Local Government Finance Act 1992;

"Letter of Authority" or "LOA" has the meaning given to it in Condition 19.1;

"Market Code" means the code named under the Water Services (Codes and Services) Directions 2007 (or any other direction which amends, replaces, or adds to, or is made for the same subject matter as that direction), as in force from time to time;

"Market Operator" means the person or body appointed from time to time to operate the central market systems for the Scottish non-household water and waste water retail market, including the Central Market Agency or any successor body;

"Market Regulations" means the Market Code, the Operational Code, the Directions, and the Disconnections Document, together with any other code, direction, determination, or regulatory instrument issued by the Water Industry Commission for Scotland from time to time with which Blue is required to comply;

"Meter" means any device installed at or serving a Property for the purpose of measuring the volume of water supplied to, or waste water discharged from, that Property, whether owned by Scottish Water, Blue, or any other person, and includes any associated data logger or automated meter reading device;

"Metering Equipment" means a Meter and all associated pipework, fittings, chambers, boundary boxes, data loggers, remote reading devices, seals, and ancillary equipment used in connection with the

measurement, recording, or transmission of water consumption or waste water discharge data at or serving a Property;

"Operational Code" means the code named under the Water Services (Codes and Services) Directions 2007 (or any other direction which amends, replaces, or adds to, or is made for the same subject matter as that direction), as in force from time to time;

"Parties" and "Party" have the meanings given to them in Condition 1.5;

"Personal Data" has the meaning given to that term in the Data Protection Laws;

"Privacy Statement" means the privacy statement or privacy policy published by Blue from time to time on its website, setting out how Blue collects, uses, stores, shares, and protects Personal Data in connection with the provision of the Services;

"Property" means:

(a) in terms of supplying water, premises which are (or are to be) connected to the public water supply system; and

(b) in terms of providing waste water services, premises which are (or are to be) connected to the public sewerage system, and which are to receive the Services in accordance with the Contract, and which are not Household (apart from the residential part of properties which are part residential within the meaning of Part II of the Local Government Finance Act 1992, provided that the property is principally used for non-household purposes), and "Properties" shall be construed accordingly;

"Registered Supplier" means, in respect of any Property, the licensed provider registered with the Market Operator as the supplier of water services or waste water services (or both) to that Property;

"Related Customer" means a company which is in the same group as the Customer (being a holding company or subsidiary company of the Customer as defined in section 1159 of the Companies Act 2006 and any other company which is itself a subsidiary company of such a holding company), or a company which has a director who is also a director of the Customer;

"Responsible Supplier" means, in relation to any Property, the licensed provider which is responsible under the Market Code for the provision of water services or waste water services (or both) to that Property at the relevant time, whether or not such provider has entered into a contract with the occupier of that Property;

"Scottish Water" means the body corporate established under section 20 of the Water Industry (Scotland) Act 2002, as amended or reconstituted from time to time, or any successor body;

"Scottish Water Byelaws" means the byelaws in force from time to time made by Scottish Water under section 70 of the Water (Scotland) Act 1980 to prevent waste, undue consumption, misuse, or contamination of water;

"Scottish Water Terms and Conditions" means the schedule of terms and conditions in force from time to time made by Scottish Water under section 55 of the Water (Scotland) Act 1980 on which Scottish Water supplies water by meter or otherwise;

"SEPA" means the Scottish Environment Protection Agency, the body established under section 20 of the Environment Act 1995;

"Service Standards" means the document issued by Blue from time to time setting out the standards of service that Blue commits to provide to the Customer in connection with the Services, as published on Blue's website and as amended from time to time;

"Services" has the meaning given to it in Condition 1.4;

"SPID" means the supply point identification number allocated to a Property under the Market Code or Operational Code for the purposes of identifying that Property in the central market systems;

"SPSO" means the Scottish Public Services Ombudsman established under the Scottish Public Services Ombudsman Act 2002, or any successor body;

"Standard Licence Conditions" means the conditions attached to a water services licence or sewerage services licence granted by the Water Industry Commission for Scotland under section 6 of the Water Services etc. (Scotland) Act 2005, as amended, varied, or replaced from time to time;

"Supply Licence" means, in respect of Blue, the water services licence and sewerage services licence granted to Blue by the Water Industry Commission for Scotland under section 6 of the Water Services etc. (Scotland) Act 2005, as amended, varied, or replaced from time to time;

"Supply Point" means, in terms of water services or waste water services, the supply point for a Property which is registered to Blue for the purpose of providing water services or waste water services;

"Third-Party Intermediary" or "TPI" has the meaning given to it in Condition 19.1;

"Trade Effluent" has the meaning given to that term in section 59(1) of the Sewerage (Scotland) Act 1968;

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 or any other tax of a similar nature that may be substituted for it or levied in addition to it;

"Water and Waste Water Supply Contract" means the contract (if any) between the Customer and Blue setting out specific terms and conditions for the provision of Services to the Customer, including any agreed pricing, service levels, minimum term, or other terms supplementing or varying these Standard Terms and Conditions;

"Water Industry Commission for Scotland" or "WICS" means the body established under section 1 of the Water Industry (Scotland) Act 2002 to promote the interests of persons whose premises are connected to the public water supply system or the public sewerage system (or both), or any successor body;

"Wholesale Charges" means the charges levied by Scottish Water on Blue for the provision of wholesale water and waste water services to Properties served by Blue, as determined in accordance with Scottish Water's wholesale charging arrangements in force from time to time;

"Wholesale Service Standards" means the standards of service that Scottish Water is required to meet in respect of wholesale services provided to licensed providers, as set out in the documentation issued by the Water Industry Commission for Scotland from time to time.