

DATED

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YORKSHIRE WATER SERVICES LIMITED

and

WSL COMPANY NAME

Draft Wholesale Supply Agreement

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Term	Definition
Charges Scheme	YW's published Charges Scheme under the provisions of the Act detailing the charges it shall make for providing its services
Combined Licence	shall have the meaning as set out in Section 17A(6) of the Act
Competent Authority	the WSRA or any local, national or supra-national agency, authority, department, inspectorate, minister, official court, tribunal or public or statutory person of the United Kingdom or the European Union which has jurisdiction over YW or an LWS or the subject of this Agreement
Competing Business	means any business activity of YW or its Group which competes outside of the area of the YW Licence with any business activity of Aquavitae under its Combined Licence
Confidential Information	shall have the meaning given in clause 15.3
Connection Charge	the charge payable to YW to cover the direct cost of works and materials required to connect a premises to the Supply System
Customer Annex	a completed and agreed document signed by the LWS and YW based on and pursuant to the wholesale application proforma set out in Annex 1
Day	one calendar Day
Dispute	disagreement between the Parties

Term	Definition
Due Date	30 days from the invoice date
EIR	the Environmental Information Regulations 2004
EIR Exemption	any applicable exemption to the EIR
Exempted Information	any information or category of information, document, report, contract or other material containing information relevant to this Agreement that has been designated by the mutual agreement of the Parties as potentially falling within an EIR Exemption
Exit Point	the controlling stop valve being the point on the Supply System where the LWS is permitted to draw off an agreed supply to service its customer(s)
Force Majeure	shall have the meaning given in clause 7.1
Group	either Party and any of its subsidiaries holding companies or any subsidiary of any such holding company (as such terms are defined in the Companies Act 1985)
Instrument of Appointment	an Instrument of Appointment granted under the Act to enable a party to provide water services to a defined geographical area
Intellectual Property	copyright, confidential information, design rights, topographical rights, patents, trade marks (registered or unregistered), service marks, registered designs or any applications thereof, and all other intellectual or industrial property

Term	Definition
	rights of a similar nature (including any appropriate know how)
Legal Requirement	any order of a Competent Authority or Act of Parliament, Directive, regulations or, licence, consent or similar permission issued by a Competent Authority including an Instrument of Appointment and a Water Supply Licence
Licensed Water Supplier	means a company which is the holder for the time being of a Water Supply Licence under the terms of the Act
LWS Customer(s)	person(s) being or to be provided with water services by the LWS via a Wholesale Supply Agreement
Metering	measurement of flow
Month and Monthly	shall mean a calendar month
a Party	by reference to this Agreement shall mean YW or the LWS and “the Parties” shall mean YW and the LWS
Pipework	pipes that are owned and maintained by the LWS or a third party other than YW
Plant	mechanical and electrical equipment forming part of YW’s assets
Price Review	A periodic review of charges applied to the LWS by YW in accordance with paragraph 2.1 in Schedule 2

Term	Definition
Retail Licence	shall have the meaning as set out in Section 17A (4) of the Act
Supply Charges	the charges levied by YW for use of the Supply System as set out in Schedule 2 and the Customer Annexes as appropriate
Supply System	shall mean the supply system of YW by reference to the meaning given to the supply system of a water undertaker in Section 17 B (5) of the Act
Supply System Configuration Changes	where applicable all of the works on the Supply System necessary to accommodate a supply to an LWS Customer such works as are described in any Customer Annex
Termination	termination of this Agreement for whatever reason
Undertaker	a company appointed to provide water and/or sewerage services to a defined geographical area, acting under an Instrument of Appointment under the Act
Water Meter	a device installed at an Exit Point to measure the quantity of water delivered to an LWS Customer's premises
Water Quality	properties of water defined by reference to specific criteria specified by the Legal Requirements
Water Quality Regulations	the Water Supply (Water Quality) Regulations 1989 and 2000 and all amendments

Term	Definition
Water Services	the collection, treatment and distribution of water for domestic and non-domestic purposes as defined by the Act
Water Supply Licence	shall have the meaning as set out in Section 17A of the Act
Wholesale Supply Agreement	shall mean an agreement between an Undertaker and a Licensed Water Supplier for the purposes of section 66A of the Act
WSRA	the Water Services Regulation Authority, being a government office which serves as the economic regulator for the water industry in England and Wales
the YW Licence	the Instrument of Appointment held by YW as a statutory water undertaker under the terms of the Act

1.2 References to any statute, or to any statutory provision, statutory instrument, order or regulation made thereunder, includes that statute, provision, instrument, order or regulation as amended, modified, consolidated, re-enacted, or replaced from time to time, whether before or after the date of this Agreement and also includes any previous statute, statutory provision, instrument, order or regulation, amended, modified, consolidated, re-enacted or replaced by such statute, provision, instrument, order or regulation but excludes any such thing having retrospective effect

1.3 All references to a statutory provision shall be construed as including references to all statutory instruments or orders, regulations or other subordinate legislation made pursuant to that statutory provision

- 1.4 Unless the context otherwise requires, references to the singular include the plural, references to any gender include all other genders, and references to "persons" shall include bodies corporate, unincorporated associations and partnerships
- 1.5 A reference in this Agreement to any party shall include a reference to that party's successors and assigns
- 1.6 The Schedules and any Annexes to this Agreement shall form part of this Agreement
- 1.7 Words importing persons shall include firms and corporations and vice versa
- 1.8 Words importing the singular shall include the plural and vice versa
- 1.9 Clause headings are for ease of reference only and shall not affect the interpretation of this Agreement or of the clause to which they relate
- 1.10 References to "include" or "including" shall be construed without limitation to the generality of the words
- 1.11 To the extent that there is a conflict between or ambiguity relating to any document referred to in or forming part of this Agreement the terms set out in this Agreement shall prevail
- 1.12 Words and expressions defined in the Companies Act 1985 (as amended) shall have the same meanings when used in this Agreement unless the context otherwise requires

2. COMMENCEMENT AND TERM

- 2.1 This Agreement shall subject as provided below come into effect on200X and unless terminated earlier in accordance with the provisions of clause 13 shall continue in force

3. SUPPLY TO LWS CUSTOMER(S) VIA THE SUPPLY SYSTEM

- 3.1 The LWS confirms and warrants that it holds a Retail or Combined Licence
- 3.2 YW shall supply Water Services to the premises of LWS Customer(s) via the Supply System in accordance with the terms of this Agreement and in particular the terms and conditions set out in Schedule 1 and each relevant Customer Annex

4. CHARGES

- 4.1 In consideration of the provision of Water Services in accordance with clause 3 above, the LWS, (subject to the provisions of clause 4.3), subject to receipt of invoices from YW and compliance by YW with the terms of this Agreement, shall pay to YW the Supply Charges as described, varied and set out in Schedule 2 and the Customer Annexes and which shall be subject to the Price Review
- 4.2 Invoices for the Supply Charges shall be raised for periods of one Month commencing one Month after implementation of the first effective Customer Annex and shall be submitted to the LWS by the 15th day of the following Month
- 4.3 All Supply Charges shall be payable without any deduction or right of legal or equitable set-off unless (i) the set-off sum in question is undisputed as being owed by YW to LWS or (ii) the LWS shall notify YW that it has a bona fide complaint in respect of the provision of the use of the Supply System or Water Services provided by YW for which YW has made a charge in which event payment of the disputed element of the charge shall be suspended until the complaint has been resolved in accordance with clause 9
- 4.4 All amounts expressed as payable by an LWS pursuant to this Agreement and whether the amount thereof is set out in this Agreement

or determined elsewhere are exclusive of any applicable Value Added Tax (“VAT”) and accordingly VAT shall be payable in addition to the Supply Charges at the rate from time to time in force against delivery of a valid VAT invoice

- 4.5 If any Supply Charges are not paid on the Due Date (save as contemplated by clause 4.3) then the LWS shall pay interest on the amount outstanding at the rate of 2% per annum over the published base lending rate from time to time of National Westminster Bank plc or such London clearing bank as YW may nominate for this purpose such interest to be calculated from the Due Date until payment thereof and to run from day to day to accrue after as well as before payment to the date of actual payment

5. ENTITLEMENTS UNDER THE ACT

- 5.1 Nothing in this Agreement shall prevent YW from exercising any entitlement or discharging any duty under the Act or pursuant to the YW Licence which may involve the disconnection of or the refusal to convey water to or allow water to be conveyed to any premises
- 5.2 Where under the Act or pursuant to the YW Licence YW is not required to connect or maintain a connection or has exercised or is entitled to exercise any right to disconnect or is required to disconnect any premises, or (having disconnected them) is not required to reconnect any premises or is entitled to refuse to convey water or to allow water to be conveyed to any premises, YW shall not be in breach of its obligations under this Agreement
- 5.3 YW shall inform the LWS (save in the case of emergency) as soon as reasonably practicable prior to the exercise of an entitlement as described under clause 5.2 above to disconnect or refuse to convey water or allow water to be conveyed and shall notify the LWS as soon as reasonably practicable once such entitlement has been exercised

6. OWNERSHIP OF THE SUPPLY SYSTEM

- 6.1 Nothing within this Agreement alters YW's ownership of the Supply System or its responsibility to manage and operate the Supply System and this Agreement does not confer any responsibilities for ownership, maintenance or other use of the Supply System to the LWS or to the LWS Customer(s)
- 6.2 For the avoidance of doubt any financial contribution direct or indirect by the LWS to the improvement reinforcement and / or replacement of the Supply System does not give any right of ownership in respect thereof to the LWS and the Supply System shall be and remain the sole property of YW at all times and the LWS shall not have any rights of use of the Supply System other than such rights as are specifically granted by this Agreement for the period this Agreement remains in force
- 6.3 For the avoidance of doubt, any equipment installed by the LWS at Exit Points shall not form part of the Supply System
- 6.4 Nothing in this Agreement shall prevent or restrict YW from altering amending, expanding, developing or re-developing its Supply System

7. FORCE MAJEURE

- 7.1 For the purposes of this Agreement, subject to clause 7.2, "Force Majeure" means:-
- 7.1.1 war declared or undeclared, threat of war, act of public enemy, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism;
- 7.1.2 strike, lockout or other industrial disturbance or dispute;
- 7.1.3 governmental restraint or the coming into force of any Legal Requirement;

beyond the reasonable control of either Party and which causes or results in the failure of the affected Party to perform or delay in performing any of its obligations owed to the other Party under this Agreement

- 7.2 Inability (however caused) to pay or a Legal Requirement which makes the carrying out of a Party's obligations more expensive shall not be Force Majeure
- 7.3 The act or omission of any agent or contractor of a Party shall not be Force Majeure unless such act or omission is caused by or results from events and/or circumstances which would be Force Majeure within the meaning of clause 7.1 if such person were the affected party
- 7.4 Subject to clause 7.5, the affected Party shall be relieved from liability (including any requirement under this Agreement to make payment of any sum or to take any other action) for any delay or failure in the performance of any obligation under this Agreement which is caused by or results from Force Majeure
- 7.5 The affected Party shall be relieved from liability under clause 7.4 only for so long as and to the extent that the occurrence of Force Majeure and/or the effects of such occurrence could not be overcome by measures which the affected Party might reasonably be expected to take with a view to resuming performance of its obligations
- 7.6 Following any occurrence of Force Majeure the affected Party shall:-
 - 7.6.1 as soon as reasonably practicable notify the other Party of the occurrence and nature of the Force Majeure, the expected duration thereof (insofar as the same can reasonably be assessed) and the obligations of the affected Party's whose performance is affected thereby; and
 - 7.6.2 from time to time thereafter provide to the other Party reasonable details of:-
 - (a) developments in the matters notified under clause 7.6.1, and

(b) the steps being taken by the affected Party to overcome the Force Majeure occurrence or its effects and to resume performance of its relevant obligations

7.7 For the avoidance of doubt a serious deficiency of supplies caused by an exceptional shortage of rain shall not constitute Force Majeure however the provisions of The Water Resources Act 1991 shall apply to the same

8. LIABILITY

8.1 The Parties warrant and undertake to each other to perform their obligations hereunder with all due care and diligence and in any event in accordance with the requirements of each relevant Competent Authority, Legal Requirements and to those standards which constitute good industry practice in respect of the water industry

8.2 Subject to clause 8.3 below neither Party nor any of its officers, employees or agents shall be liable to the other Party for loss arising from any breach of this Agreement other than for loss directly resulting from such breach and which at the date hereof was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of;

8.2.1 physical damage to the property of the other Party; its officers, employees or agents; and / or

8.2.2 the liability of such other Party to any other person for loss in respect of physical damage to the property of any person

Provided that the liability of either Party in respect of all claims for such loss shall in no circumstances exceed £10,000 per incident or series of related incidents and provided further that either Party shall be entitled to deduct from any sums payable in respect of its liability for loss or damage in respect of any event under this Agreement any sums which it is liable to pay to a person who has a connection to the Supply

System or any other person in respect of the same loss or damage in respect of the same incident or series of related incidents

8.3 Where:

(a) LWS has requested YW to do anything at or affecting any LWS Customer or the off-take of water from the Supply System at any Exit Point:

(b) in doing that thing YW complies with the requirements of this Agreement and any other agreement with the LWS, an LWS Customer or supplier in relation thereto, does not act unlawfully, and is not negligent; and

(c) by reason of YW doing that thing the LWS Customer or supplier suffers loss or damage or claims to have done so or otherwise makes any claim or complaint or brings any action or proceeding against YW (other than pursuant to a contract between YW and such LWS Customer or supplier)

the LWS shall indemnify YW and hold it harmless against any liability to such LWS Customer or supplier in respect of any such loss, damage, complaint, action or proceeding, and all costs and expenses incurred in connection therewith

8.4 Nothing in this Agreement shall exclude or limit the liability of the Party liable for death or personal injury resulting from the negligence of the Party liable or any of its officers, employees or agents and the Party liable shall indemnify and keep indemnified the other Party, its officers, employees or agents, from and against all such liability and any loss or liability which such other Party may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the Party liable or any of its officers, employees or agents

8.5 Provided always that:-

8.5.1 neither Party shall admit liability in respect of any such matter or thing for which the other Party is or may be liable without first notifying the other Party of such claim and giving that other Party such opportunity as is

reasonable in the circumstances to limit, negate or mitigate such loss or claim; and

8.5.2 if by virtue of its statutory obligations or if it shall desire to do so YW may have the conduct of any such claim in which event if liability is accepted or agreed by YW to an extent or in an amount that the LWS would not have accepted or agreed then YW shall pay the difference;

8.5.3 the Party having the conduct of a claim shall consult with and keep the other informed of the progress of such claim to the intent that the Party having the conduct of a claim shall have regard to clause 8.6 below, in particular where YW is contemplating the acceptance or agreement to liability in the manner described in proviso 8.5.2 above the LWS shall state its position in writing when requested to do so by YW within a reasonable period having regard to the nature and status of the claim in question

8.6 Neither Party shall in any circumstances be liable in respect of any breach of this Agreement to the other Party for:-

8.6.1 any loss of profit, loss of revenue, loss of use, loss of contract, loss of goodwill, or increased cost of working save as provided in clause 8.2; or

8.6.2 any indirect or consequential loss save as provided in clause 8.2; or

8.6.3 except as provided in clause 8.2, loss resulting from the liability of the other Party to any other person howsoever and whensoever arising

8.7 Save as otherwise expressly provided in this Agreement, this clause 8 insofar as it excludes or limits liability shall override any other provision in this Agreement provided that nothing in this clause 8 shall exclude or restrict or otherwise prejudice or affect any of;

8.8 the rights, powers, duties and obligations of either Party which are conferred or created by the Act or by any Instrument of Appointment or Water Supply Licence granted pursuant to the Act or any subordinate legislation made under the Act; or

8.8.1 the rights, powers, duties and obligations of any Competent Authority in respect of any such Instrument of Appointment or Water Supply Licence or otherwise howsoever

- 8.8.2 For the avoidance of doubt, nothing in this clause 8 shall prevent any Party from or restrict it in enforcing any obligation (including suing for a debt) owed to it under or pursuant to this Agreement
- 8.9 Nothing in this clause 8 shall constitute a waiver by either Party of any right or remedy it may have (other than pursuant to this Agreement) in respect of a breach by the other Party of any Legal Requirement
- 8.10 Each Party acknowledges and agrees that the provisions of this clause 8 have been the subject of discussion and negotiation and are fair and reasonable having regard to the circumstances as at the date of this Agreement
- 8.11 Where this Agreement prescribes a Dispute Resolution procedure or action the operation of that procedure or action shall be without prejudice to the operation of this Agreement generally
- 8.12 For the avoidance of doubt the provisions of Schedule 9 to The Water Resources Act 1991 shall apply to the question of liability where there exists a serious deficiency of supplies caused by an exceptional shortage of rain
- 8.13 Nothing in this Agreement shall be construed as imposing upon YW any obligation or duty to or enforceable by an LWS Customer or a supplier and the LWS shall not make any commitment to any LWS Customer or supplier binding on or purporting to bind YW
- 8.14 Nothing in this Agreement shall prevent YW from exercising any right or remedy which it may have against an LWS Customer or supplier at law or pursuant to the Act or otherwise
- 8.15 Each of the sub-clauses of this clause 8 shall be constructed as a separate and severable contract term and if one or more of such sub-clauses is held to be invalid, unlawful or otherwise unenforceable the other or others of such sub-clauses shall remain in full force and effect and shall continue to bind the parties and survive Termination of this Agreement

- 8.16 Each Party hereby acknowledges and agrees that the other Party holds the benefit of clause 8.2 above for itself and as trustee and agent for its officers, employees and agents

9. DISPUTE RESOLUTION

- 9.1 If any Dispute concerning this Agreement shall arise between the Parties such Dispute shall be resolved only in accordance with this clause 9
- 9.2 The Parties shall, within 10 Business Days of a written request by one Party to the other meet and negotiate in good faith and shall use their reasonable respective endeavours to resolve such Dispute
- 9.3 Any Dispute that cannot be resolved by the Parties within 10 Business Days of the written request referred to in sub clause 9.2 shall within a further 5 Business Days be referred by either Party to a LWS senior manager and a YW senior manager who shall meet and negotiate in good faith and shall use their reasonable respective endeavours to solve amicably the Dispute The Parties hereby agree to provide the LWS senior manager and YW senior manager with all such information as they reasonably require to enable them to determine the Dispute
- 9.4 In the event of a Dispute which cannot be resolved by negotiation within a period of 25 Business Days from initial notification in writing by either Party of a Dispute (other than a Dispute relating to non-payment of Supply Charges which are not the subject of a bona fide Dispute in accordance with clause 4.3 which shall if necessary be subject to court action)
- 9.4.1 if the Dispute is within the jurisdiction of the WSRA, either Party shall be entitled to refer the same thereto for determination;
- 9.4.2 if the Dispute is within the jurisdiction of the Secretary of State, either Party shall be entitled to refer the same thereto for determination;
- 9.4.3 if the Dispute relates to Water Quality and:

- (a) is within the jurisdiction of the Chief Inspector of the Drinking Water Inspectorate; or
- (b) the Parties are otherwise prepared to refer it to the Chief Inspector for adjudication and the Chief Inspector is prepared to so adjudicate,

either Party in relation to clause 9.4.3(a) shall be entitled to, and both Parties in relation to clause 9.4.3(b) shall, refer the same thereto for determination or adjudication as the case may be;

- 9.4.4 any Dispute not falling to be determined under sub-clauses 9.4.1, 9.4.2 or 9.4.3 hereof, shall be referred for determination by arbitration in accordance with the Arbitration Act 1996, by either Party to an arbitrator agreed between them or failing agreement, appointed by the President for the time being of CIWEM on the application of either Party, the decision of any such arbitrator both as to the substance of the Dispute referred to him and as to the responsibility for costs of the arbitrator's determination, to be binding on the Parties unless there is evidence of manifest error

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property owned or duly licensed by either Party, or developed by either Party during the term of this Agreement in relation to the operation or maintenance of the Supply System and any Plant or equipment associated with it or developed from or arising out of the Supply System shall remain vested in that Party and, subject to clauses 10.1 and 10.2, the other Party shall acquire no proprietary rights in or licence to use such Intellectual Property without the express written agreement of the Party in which it is vested
- 10.2 Any disclosure or provision of Intellectual Property rights by either Party to the other shall be for the purposes of implementation of this Agreement and no other purpose

- 10.3 Subject to clause 10.4.1, the data, including metering data, which is processed by or recorded or maintained by YW (including all Intellectual Property rights in such data) shall belong to YW; and subject to clause 10.4.2 YW may, but without prejudice to clause 14 or any other requirement of this Agreement, use and deal with such data as it thinks fit
- 10.4 Where pursuant to this Agreement one Party provides or arranges for the provision of data to the other Party:
- 10.4.1 such data (as provided) shall belong to the providing Party;
- 10.4.2 the providing Party hereby grants to the receiving Party a perpetual, non-exclusive, royalty-free licence (which shall survive the Termination Date) in respect of such data and all Intellectual Property rights therein to use, copy, adapt and deal with such data for the purposes of performance and implementation of this Agreement and any water undertaking and for other purposes contemplated by this Agreement, but not otherwise;
- 10.4.3 clause 10.3 shall apply in respect of data derived (pursuant to any process) by YW from such data and in all compilations created by or on behalf of YW of such data

11. EFFECT OF THIS AGREEMENT

- 11.1 This Agreement creates no contractual rights or liabilities between Licensed Water Suppliers inter se except where this Agreement expressly provides otherwise or disapplies this clause 11
- 11.2 This Agreement is without prejudice to any Legal Requirement Any obligation to comply with any Legal Requirement shall not constitute a breach of this Agreement

12. COMPLIANCE WITH LEGAL REQUIREMENTS

- 12.1 The Parties shall each be responsible for ensuring that all operations or activities carried out by them or others engaged by them in pursuance of this Agreement comply at all times with all relevant Legal Requirements and with all relevant regulations, codes of practice guidance or directions whether or not notified by the other Party or issued by any other relevant Competent Authority
- 12.2 Both parties shall use their reasonable endeavours to ensure that at all times they are kept fully and accurately informed of all Legal Requirements and codes of practice, guidance or directions relevant to the water industry which are relevant to the performance of their respective obligations under this Agreement and shall comply fully with the same insofar as the same apply to them
- 12.3 The LWS shall cooperate fully with YW in relation to the enforcement of the Water Supply (Water Fittings) Regulations 1999, SI 1999/1148
- 12.4 Each Party shall immediately advise the other Party of any material changes to its Water Supply Licence/YW Licence (as appropriate) and/or any change in its status complying with any Legal Requirement in so far as such changes are material to the performance of their obligations under this Agreement

13. TERMINATION

- 13.1 YW may, without prejudice to any of its other rights arising hereunder, terminate this Agreement by notice with immediate effect to LWS if:
- 13.1.1 LWS ceases to be the holder of a Water Supply Licence;
- 13.1.2 LWS shall be in serious breach of the terms or conditions hereof (including in particular its payment obligations under clause 4 hereof) in relation to a sum in excess of £10,000 and such breach (if capable of remedy) shall continue thirty (30) days after notice in writing, specifying the breach and requiring the same to be remedied, has been given;

- 13.1.3 LWS relies on the existence of the circumstance of Force Majeure to excuse performance under this Agreement for a continuous or cumulative period of more than 90 days;
- 13.1.4 an order is made or a resolution is passed for the winding up of LWS except in the case of a voluntary winding up for the purposes of a scheme of reconstruction or amalgamation the terms of which have previously been approved in writing by YW;
- 13.1.5 an administrative order is made in respect of LWS or a petition for such an order is presented;
- 13.1.6 a receiver (which expression shall include an administrative receiver) is appointed in respect of LWS or all or any of its assets;
- 13.1.7 where any of the provisions set out in Schedule 1 provides that YW shall have the right to termination of this Agreement such circumstances as set out have been fulfilled and YW exercises such right
- 13.1.8 LWS is unable to pay its debts within the meaning of s.123 of the Insolvency Act 1986

Provided that any such termination of this Agreement by YW shall be without prejudice to any statutory duties of supply YW may have to continue the supply of water to LWS's Customers on an interim or permanent basis
- 13.2 LWS may, without prejudice to any of its other rights arising hereunder, terminate this Agreement:
 - 13.2.1 in whole, by not less than 28 days' notice to YW;
 - 13.2.2 in relation to any one or more of LWS's Customers by not less than 28 days' notice to YW;
 - 13.2.3 by notice with immediate effect if YW ceases to be the holder of an Instrument of Appointment as a water undertaker pursuant to s.6 of the Act

Provided that any such termination of this Agreement by LWS shall be without prejudice to any statutory duties of supply YW may have to continue the supply of water to LWS Customers on an interim or permanent basis

and provided in the case of 13.2.1 or 13.2.2 that all amounts payable by LWS to YW pursuant to any provision of this Agreement and/or a Customer Annex have been paid in full failing which LWS shall remain bound by this Agreement in respect of the whole Agreement or relevant LWS Customer(s) as appropriate

- 13.3 In the event of any termination of this Agreement by either Party hereunder, YW shall be entitled to recover from LWS its reasonable costs, charges and expenses in taking over responsibility from LWS for the supply of water to LWS's Customers and the provision of related services thereto, on an interim or permanent basis
- 13.4 Except where expressly stated to the contrary, the rights and obligations of the Parties under this Agreement shall cease immediately upon its Termination. However, Termination shall not affect any rights, obligations or remedies which have accrued on or before the date of termination and the continued operation of Clauses 4, 8, 9, 10, 12, 13 and 14 to such rights, obligations and remedies
- 13.5 YW shall have no liability for any costs, charges, expenses, claims, losses, damages or liabilities whatsoever of LWS, LWS' Customers or any assignee, sub-contractor or delegatee of LWS, in consequence of any Termination of this Agreement in accordance with this clause
- 13.6 In the event of Termination, YW shall arrange for final meter readings to be taken and final invoices to be rendered
- 13.7 In the event of Termination by YW in accordance with Clause 13.1 YW shall be entitled to inform the WRSA or relevant LWS Customers as is necessary

14. INFORMATION AND CONFIDENTIALITY

- 14.1 YW and LWS each hereby agree and undertake to the other of them:
- 14.1.1 on receipt of any information from the other which is received in any way in connection with this Agreement and is marked as confidential information and which is capable of being so classified (“Confidential Information”), to use the same solely in connection with the Agreement and for no other purpose and keep the same confidential and not disclose the whole or any part thereof to any third party, including for the avoidance of doubt, any undertaking involved in a Competing Business, without the prior consent in writing of the Party from whom it is received Provided that the receiving Party shall not be prevented by this Agreement and undertaking from disclosing the Confidential Information, on the same terms of confidentiality herein contained, to:
- (a) any of its professional advisers and consultants who it is consulting in relation to the Agreement;
 - (b) any members of its staff who are involved in the Agreement;
 - (c) any contractors or other third parties who the disclosing or receiving Party is using for the purpose of the Agreement;
 - (d) any Competent Authority which has responsibility for any part of the subject matter of the Agreement; and
 - (e) any sewerage undertaker who provides sewerage services to LWS Customers or the customers of YW or to any other water Undertaker who supplies water to YW
and the receiving Party shall also not be prevented from disclosing the Confidential Information if and to the extent that it is properly required to do so by any such Competent Authority or by any Court, judicial or arbitration tribunal or body or in order to comply with any Legal Requirement;
 - (f) any sewerage Undertaker who provides sewerage services to LWS Customers or the customers of YW or to any other water Undertaker who supplies water to YW

- 14.1.2 to maintain managerial and operational systems which prevent unauthorised access to and use of Confidential Information
- 14.1.3 not to copy or otherwise re-produce the Confidential Information other than is required for any permitted use thereof;
- 14.1.4 not to incorporate the Confidential Information into any information not belonging to the disclosing Party so as to prejudice its confidential nature in any way;
- 14.1.5 in the event that the Agreement expires or is terminated for any reason, to return the Confidential Information to the disclosing Party forthwith together with all copies thereof in whatever form the same has been supplied or held;
- 14.1.6 to continue to observe the agreements and undertakings set out in this clause, at all times hereafter unless and until any Confidential Information to which they apply enter the public domain other than in consequence of any breach of any such agreements or undertakings
- 14.2 YW shall take reasonable steps to ensure that all Confidential Information relating to LWS is disclosed only to those YW employees then engaged in managing commercial arrangements between YW, the LWS and other Licensed Water Suppliers and notified to the LWS from time to time except to the extent that LWS has given prior written consent to any other disclosure and subject to any other overriding statutory and/or legal obligations
- 14.3 Neither Party shall, without the prior written consent of the other, use the name, any trade name or any registered trade mark of the other Party in any advertising or communication to LWS Customers or to the public, in any format, such consent not to be unreasonably withheld
- 14.4 Neither Party shall, without the prior written consent of the other, make any publicity releases or announcements regarding the Agreement, such consent not to be unreasonably withheld

- 14.5 The confidentiality obligations contained herein shall supersede the terms of the Confidentiality Agreement between the Parties dated200X
- 14.6 For the avoidance of doubt, the provisions of this Agreement are without prejudice to the requirements of The Data Protection Act 1998 and the obligations of the Parties to comply with the same

15. EIR

- 15.1 The Parties recognise that they are subject to legal duties, which may require the release of information under the EIR and may be under an obligation to provide information on request Such information may include matters relating to, arising out of or under this Agreement in any way
- 15.2 The Parties recognise that each request for information must be considered individually
- 15.3 Notwithstanding anything in this Agreement to the contrary including, but without limitation, the general obligation of confidentiality imposed on the Parties pursuant to clause 14, in the event that either Party (in this clause 15 “the Relevant Party”) receives a request for information under the EIR, the Relevant Party shall be entitled to disclose all information and documentation (in whatever form) as is necessary to respond to that request in accordance with the EIR PROVIDED ALWAYS that where the information requested is information that has been given to the Relevant Party by the other Party (in this clause 15 “the Other Party”), the Relevant Party:
- 15.3.1 shall use reasonable endeavours to consult the Other Party as soon as reasonably practicable and the Other Party agrees to respond to such consultation within 7 Days of receiving such consultation notice;
- 15.3.2 shall not disclose any information that the Parties have agreed is Exempted Information and shall rely on the EIR Exemption, at the Other Party’s request and cost, and use reasonable endeavours to

ensure that the Exempted Information remains withheld, including the lodging of any appeal against a decision by the Information Commissioner in relation to the request

- 15.4 In the event that the Relevant Party incurs any costs, including but not limited to external legal costs, in seeking to maintain the withholding of the information, including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner in relation to disclosure, the Other Party shall indemnify the Relevant Party, save that the Relevant Party shall use reasonable endeavours to consult the Other Party before incurring any such costs and comply with all reasonable requirements of the Other Party before incurring such costs and shall permit the Other Party to take over the sole conduct of the matter if it so chooses

16. NOTICES

- 16.1 References in this clause 16 to a notice are to a notice or communication to be given by one Party to the other under this Agreement
- 16.2 Any notice shall be in writing and shall be addressed to the recipient Party at the recipient Party's address, designated e-mail address or facsimile number referred to in Schedule 1 and marked for the attention of the representative (identified by name or title) referred to in that Schedule, or to such other address or facsimile number and/or marked for such other attention as the recipient Party may from time to time specify by notice given in accordance with this clause 16 to the other giving the notice
- 16.3 The initial address, designated e-mail address or facsimile number of a Party, and representative for whose attention notices are to be marked, shall be as specified in Schedule 1

- 16.4 Any notice given by delivery shall be given by letter delivered by hand, and any notice given by post shall be sent by first class prepaid post (airmail if overseas)
- 16.5 Any notice shall be deemed to have been received:
 - 16.5.1 in the case of delivery by hand, when delivered; or
 - 16.5.2 in the case of first class prepaid post, on the 2nd Day following the Day of posting or (if sent airmail overseas or from overseas) on the 5th Day following the Day of posting; or
 - 16.5.3 in the case of e-mail or facsimile, on acknowledgement by the recipient Party's e-mail or facsimile receiving equipment
- 16.6 Where a notice is sent by e-mail or facsimile:
 - 16.6.1 the Party giving the notice shall (but without prejudice to clause 16.5.3) if requested by the recipient Party, re-send as soon as reasonably practicable the notice by post; and
 - 16.6.2 in the case of a Termination Notice, YW shall in any event, within 2 Business Days following the sending of such e-mail or facsimile, send to the LWS a copy of the notice by first class prepaid post (airmail if overseas)
- 16.7 A Party may specify different addresses, e-mail addresses or facsimile numbers and representatives pursuant to clause 16.2 for the purposes of notices of different kinds or relating to different matters
- 16.8 For the purposes of enabling Supply System communications to be given (where required or permitted to be so given) by telephone:
 - 16.8.1 Each Party shall provide to the other not more than 3 telephone numbers (or such other number as they may agree) and details (by name or title) of the representative to whom the Party giving such a communication should speak;
 - 16.8.2 Each Party shall use reasonable endeavours to ensure that a Party seeking to give such communication shall at any time be able to

contact a representative (of the first Party) by means of one of such telephone numbers;

16.8.3 The Parties shall, if either of them shall so request, establish such further procedures as may be reasonable and appropriate for the purposes of ensuring:

(a) that a Supply System communication being given by telephone may be identified by the recipient as such; and/or

(b) that such communications may be given securely, without delay and effectively

16.9 Where a Party seeking to give a Supply System communication by telephone is unable to contact a representative of the receiving Party, such Party must give the communication by facsimile and the communication shall not be deemed to have been given except in accordance with clause 16.5.3

16.10 Unless otherwise agreed between the Parties a telephone notice may not be given as a message recorded on a telephone answering device

16.11 Where a Supply System communication is given by telephone:

16.12 YW shall promptly after the telephone communication is completed make and keep a record in which the time and content of the telephone communication is logged, but may do so by recording the telephone communication where it has notified the LWS (on the occasion or on a standing basis) of its intention to do so;

16.12.1 this Supply System communication shall be treated as given at the time at which the telephone communication is completed

16.13 A Party may specify different telephone numbers and representatives pursuant to clause 16.8 for the purposes of receiving by telephone Supply System communications of different kinds or relating to different matters

17. ASSIGNMENT

- 17.1 The LWS may only assign its rights and obligations under this Agreement to a licensed water supplier that satisfies all legal requirements necessary to fully discharge its obligations under this Agreement
- 17.2 YW may only assign its rights and obligations under this Agreement to a company that holds an Instrument of Appointment as an Undertaker under the Act
- 17.3 Except as provided in this clause 17, a Party shall not assign or transfer and shall not purport to assign or transfer any of its rights or obligations under this Agreement
- 17.4 Where a Party assigns its rights and obligations under this Agreement pursuant to this clause 17 the assigning Party shall be released from obligations under this Agreement arising after the time at which the assignment is effective, but shall remain liable for any obligations accruing up to such time

18. YW PERFORMANCE

- 18.1 In relation to exercising its discretions and performing obligations under this Agreement YW shall at all times:-
- 18.1.1 act in a reasonable and prudent manner in relation to the management and operation of the Supply System; and
- 18.1.2 act in a manner which does not show undue preference towards or undue discrimination against:
- (a) customers or potential customers of the LWS as compared with its own customers or potential customers; or
 - (b) the LWS as compared with any other third party Licensed Water Supplier; and
- 18.1.3 act reasonably and in good faith in its dealings with the LWS and third party Licensed Water Suppliers;

save that the foregoing shall not apply to the extent that:-

- (a) there is any standard of performance already provided for by any Legal Requirement to which YW is subject; or
- (b) YW would thereby be required to act in a manner which would conflict with any Legal Requirement

18.2 For the avoidance of doubt the operation of this clause 19 shall not prevent YW from performing any obligation under this Agreement

18.3 For the avoidance of doubt the provision of a wholesale supply by YW under the provisions of Section 66A of the Act is not exclusive to the LWS and the provisions of this Agreement shall not prevent YW providing access to or use of the Supply System to a third party Licensed Water Supplier

19. MODIFICATION

19.1 This Agreement may only be varied in writing signed by each of the Parties. Either Party shall at any time be entitled to propose amendments to this Agreement by notice in writing to the other Party. The Parties shall negotiate in good faith the terms of any such variation

19.2 If it becomes apparent that a variation or variations to this Agreement have become necessary by virtue of changes to the statutory obligations of YW or LWS or otherwise to give effect to changes to Legal Requirements, the Parties shall agree such variation as is necessary to give effect to any such changes but only to the extent that such variation would not alter the substantive purpose and commercial arrangements embodied in this Agreement

19.3 The Parties acknowledge that, because of the novel nature of this Agreement the provisions of Schedule 1 may be inaccurate or deficient in some manner. Accordingly, the Parties each undertake to discuss in good faith the correct identification of the details of Schedule 1 with a

view to amending the same as necessary and in accordance with this clause 19 to reflect the correct position

- 19.4 If the Parties cannot agree upon a proposed variation within a period of 28 days from the date the variation is first proposed, or any longer period that the Parties shall agree, such disagreement (including any disagreement over any proposal by either Party for a longer period than 28 days to agree a proposed variation) will be regarded as a Dispute and settled under the provisions of clause 9 hereof
- 19.5 In the event of there being any variations to this Agreement pursuant to this clause 19, the Parties shall discuss and agree between them in good faith and in a timely manner all such modifications to their respective obligations hereunder as shall be necessary or desirable to ensure that the variations are effected and managed in an economical, efficient and effective manner having regard to their respective statutory and licence obligations
- 19.6 Should a Competent Authority approve a common set of terms and conditions for the wholesale supply of water by YW which are required to supersede existing and future individually negotiated Wholesale Supply of Water Master Agreements then either Party may give thirty (30) Days' notice of proposed modifications to this Agreement in order for the Agreement to comply with the new terms and conditions approved by the Competent Authority

20. GENERAL

- 20.1 This Agreement sets out the entire agreement between the Parties and supersedes all prior representations, arrangements, understandings and agreements between the Parties relating to the subject matter hereof and subject to clause 20.2 sets forth the entire complete and exclusive agreement and understanding between the Parties hereto relating to the subject matter hereof neither Party has relied on any representation,

arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Agreement

- 20.2 Nothing contained in a document or referred to in this Agreement, beyond what is expressly contemplated by this Agreement as being contained in such document or is necessary for the purposes of giving effect to a provision of this Agreement, shall modify or have any effect for the purposes of this Agreement or be construed as relevant to the interpretation of this Agreement
- 20.3 No failure to exercise nor any delay in exercising on the part of a Party to this Agreement any right of Termination or any other right or remedy under this Agreement or otherwise howsoever arising shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy The rights and remedies provided herein are cumulative and not exclusive or any rights or remedies provided by law
- 20.4 Nothing herein contained shall be construed as giving rise to the relationship of principal and agent (save as otherwise expressly provided herein) or partnership or joint venture
- 20.5 Should a Competent Authority approve a common set of terms and conditions for the wholesale supply of water by an Undertaker which are intended to supersede individually negotiated Wholesale Supply of Water master agreements then either Party may give 30 Days' notice of proposed Modifications to this Agreement in order for this Agreement to comply with such new terms and conditions approved by the Competent Authority
- 20.6 If any term or provision of this Agreement shall be held to be illegal or unenforceable in whole or in part under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected

- 20.7 Subject and without prejudice to the provisions of Schedule 3 the parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding (collectively “proceedings”) arising out of or in connection with this Agreement may be brought in such courts
- 20.8 Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any proceedings in any such court in the jurisdiction as is referred to in clause 20.10 and any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any proceedings brought in the English courts shall be conclusive and binding upon such Party and may be enforced in the courts or any other jurisdiction
- 20.9 Unless a right of enforcement is expressly provided for in this Agreement it is not intended that a third party shall have the right to enforce any term of this Agreement pursuant to the Contract (Rights of Third Parties) Act 1999
- 20.10 The construction, validity and performance of this Agreement shall be governed in all respects by the exclusive jurisdiction of English law
- 20.11 Every notice or other communication to be given by one Party to the other under this Agreement shall be in the English language

SCHEDULE 1

1 Contact details

1.1 LWS name

1.2 Contact Details
Address

Telephone no

Fax no

E-mail address

Company Registration Number

1.3 LWS's Retail Licence Number is

1.4 Nominated contact for LWS

Address, Telephone no and Fax no

E-mail address

1.5 Nominated contact for YW

Steve Cowell, Network Access Coordinator

Address

Western House, Halifax Road, Bradford BD6 2SZ

Telephone no

01274 692633

Fax no

01274

E-mail address

2 Customer Transfer and Management

Customer Transfers

- 2.1 The LWS may transfer customers from YW to itself by making an application in accordance with YW's Network Access Code and any Network Access Code guidance issued by the WSRA in respect of each LWS Customer it wishes to transfer. Following the successful application, a new Customer Annex in respect of each new Customer will be signed by both Parties and the LWS may then initiate the transfer of the customer via the Customer Transfer Protocol (CTP)
- 2.2 Where YW has already been approached by a third party Licensed Water Supplier to transfer a customer to itself and the LWS has requested the transfer of the same customer, YW will assume that the transfer is being made to the Licensed Water Supplier making the initial approach unless or until evidence that either the customer is running a tender for the provision of Water Services or that the customer does not intend to transfer to that Licensed Water Supplier is provided
- 2.3 Where the LWS has requested the transfer of a customer from YW or another supplier and no action or ongoing communication has taken place for a period of 6 Months or a Customer Annex has not been signed or the CTP process has not commenced within that period, YW will assume that the transfer will not be going ahead and close negotiations the relevant Customer Annex will be revoked. If the LWS subsequently wishes to progress the application to transfer, on request YW will offer a revised Customer Annex within 28 Days to take account of any changes that may have occurred in relation to charges or services available

Customer Annexes

- 2.4 Individual Customer Annexes in respect of all LWS Customers covered by this Agreement shall be appended to and incorporated into this Agreement
- 2.5 Customer Annexes in respect of Individual LWS Customers covered by

this Agreement may be added to or removed from this Agreement without the need to renegotiate this Agreement where the terms and conditions (other than the Supply Charges payable) not covered by the Customer Annexes for a wholesale supply in respect of the totality of LWS Customers remains the same

- 2.6 Where the LWS advises YW that it wishes to add a Customer Annex to this Agreement, it will notify YW at the earliest opportunity YW will provide the LWS with a draft Annex in respect of each new LWS Customer on completion of the application following the process set out in the WSRA's Network Access Code guidance
- 2.7 Following the signing of a Customer Annex in respect of an LWS Customer by both Parties, the Customer Annex will be appended to this Agreement on the completion of the successful transfer from one supplier to the LWS via the CTP
- 2.8 The LWS shall immediately advise YW of any material changes to details relating to any LWS Customer, including address, premises details, metering details or customer name, other than those changes notified to the LWS by YW
- 2.9 YW shall immediately advise the LWS of any material changes to details relating to the LWS Customer, including, address, premise changes, new supply connections, metering details or customer details other than those changes notified to YW by the LWS
- 2.10 A wholesale supply cannot be provided in respect of an LWS Customer until such time as a Customer Annex in respect of that customer has been signed by both Parties and a successful transfer of the customer to the LWS is achieved via the CTP
- 2.11 Where the LWS wishes to vary the terms and conditions of service in respect of any LWS Customer covered by this Agreement, the conditions set out in clause 20 shall apply

Customer Management

- 2.13 YW shall ensure that the LWS Customers receive the same level of service, relating to the Supply System as that received by YW existing

customers

- 2.14 Unless detailed in this Agreement the LWS shall be responsible for all other services received by LWS Customers
- 2.15 YW and LWS shall liaise on issues where the actions of each other may pose a threat to service standards provided by either Party
- 2.16 Unless otherwise negotiated or provided for in this Agreement the LWS shall be the first point of contact for all enquires from LWS Customers, including emergencies, general enquiries and complaints
- 2.17 YW shall investigate any complaints regarding the Supply System and its operation and will report any findings to the LWS and its relevant LWS Customers
- 2.18 Where there are to be planned interruptions to supply then YW shall inform the LWS and the LWS shall inform relevant LWS customers. Where however there is an unplanned interruption resulting in emergency action being required then YW may contact the LWS Customers directly and inform the LWS of this
- 2.19 Where there is an unplanned interruption to the supply of water to an LWS Customer YW shall immediately advise the LWS:
 - 2.19.1 which LWS Customers are affected;
 - 2.19.2 where an alternative supply of water may be obtained; and
 - 2.19.3 where supplies will be restricted
- 2.20 YW shall immediately notify the LWS where YW becomes aware of any material breach of the Water Quality Regulations affecting an LWS Customer
- 2.21 LWS shall immediately notify YW of any material adverse changes in the quality of the water supplied to LWS Customers from the Supply System of which LWS becomes aware
- 2.22 Communication with LWS Customers shall remain the responsibility of the LWS, unless direct contact by YW is necessary for the carrying out of works

- 2.23 In the first instance all complaints and queries from LWS Customers should be directed to the LWS The LWS shall then forward any operational complaints to YW
- 2.24 The LWS shall supply LWS Customers with the correct contact details and procedures, along with an explanation of YW's responsibilities with regard to problems with the Supply System
- 2.25 In the event of LWS Customer(s) contacting YW erroneously, and vice versa, each Party shall provide the LWS Customer with the appropriate correct contact details. The Parties shall agree a Monthly fee for this service where there is on average more than 10 enquiries per week during the Month in question
- 2.26 In the event that an LWS Customer wishes to revert from the LWS back to YW for its water supply services or to be supplied by a third party Licensed Water Supplier, the CTP process shall be used to transfer the Customer and the LWS shall be notified accordingly
- 2.27 In the event of Termination or the LWS ceases trading, the LWS shall notify LWS Customers that their Water Services shall be provided by YW, along with relevant contact details for YW The LWS shall also notify YW of the need for LWS Customers to transfer and shall supply a full and up to date list of LWS Customer details, along with a date on which transfer shall take place In any event YW shall notify LWS Customers of the position within 1 Business Day of receiving such notification from the LWS
- 2.28 The LWS shall be responsible for any financial enquiries from LWS Customers, and shall be responsible for billing and revenue collection activities in relation to the same
- 2.29 The LWS shall inform YW of LWS Customers' names, and addresses and other details, and of any changes in the LWS Customer base using the Supply System, reflecting YW's Supply System management role The LWS shall inform YW if any additional LWS Customers are served within an existing premises supplied by the LWS, or of any modifications to buildings, including any alterations to existing premises

that result in the creation of additional separately occupied properties or the merger of previously separately occupied properties No alterations to Pipework shall be made to supply water to new buildings or parts of buildings within an existing premises supplied by the LWS without the approval of YW

- 2.30 The LWS shall be responsible for supplying YW with such details as YW requires to ensure that vulnerable and other similar customers are protected This shall include, but is not limited to, customers who are special consumers under the terms of Condition R of the YW Licence
- 2.31 Billing and LWS Customer information shall be supplied to YW to enable it to charge for sewerage services Where the LWS operates in a third party Undertaker's sewerage undertaking area to enable that Undertaker to charge for sewerage services relevant billing and LWS Customer information shall be passed to the third party Undertaker to enable it to charge for sewerage services

3 Metering and Meter Reading

- 3.1 Except where there are existing Meters in place, where necessary YW will install and maintain a Meter and any associated apparatus at or as close as reasonably practicable to each Exit Point. All metering equipment will comply with all appropriate Legal Requirements Where the Meter(s) are located within the LWS Customer's premises, the LWS shall ensure that arrangements for its access to the Meter(s) remain in place for a Meter reading to be obtained
- 3.2 The Meter(s) and any associated apparatus referred to in 3.1 above shall remain the property of YW. If the LWS wishes to fit telemetry or other flow management devices to the Meter(s), it will obtain permission from YW first
- 3.3 Where the Meter in place is unable to support the format of telemetry or flow management that the LWS requires, the LWS may request YW to exchange the Meters for one that will support its device In carrying out such an exchange YW will charge the LWS for the cost of the Meter(s)

and associated work and apparatus

3.4 LWS agrees to take readings from the Meter(s), it will provide that reading to YW and, if different, to the relevant sewerage Undertaker at no cost. Any additional meter readings taken at any time or provided by any party will similarly be passed to YW and if different to the sewerage Undertaker

3.5 Meter readings will be provided by the LWS on a Monthly basis and submitted to YW by e-mail within 3 Business Days of collection. Readings will be in the following format;

Meter Reference Number	Reading	Date of reading	Previous reading	Reading status* (A, C, U, LE, CE, UE,)

Reading Status is as follows

- A Actual read from LWS or its agent
- C LWS Customer read
- U YW read
- LE LWS's estimate
- CE LWS Customer's estimate
- UE YW estimate

4 Disconnection of the LWS Customer(s)

4.1 YW may disconnect the supply to a LWS Customer subject to this Agreement during planned works where notice has been given to the LWS and / or the LWS Customer or without prior notice during an emergency or unplanned works where it is necessary to interrupt or

disconnect the supply for operational reasons

- 4.2 YW will not disconnect the supply to the LWS Customer(s) as a result of any default on payment by the LWS where the Agreement remains in force and is not terminated or suspended
- 4.3 YW will not disconnect a supply to an LWS Customer at the request of the LWS in the event of any default of payment or other dispute between the LWS and the LWS Customer
- 4.4 YW will not disconnect a supply to an LWS Customer at the request of the LWS except where the request for disconnection is supported by signed notice to that effect from the LWS Customer in question
- 4.5 The LWS may not use YW apparatus including any stop tap or valve to effect the disconnection of an LWS Customer except where such disconnection is required in the event of an emergency and where any such disconnection is made by the LWS it will notify YW immediately using the contact points set out in the Customer Annex in respect of that LWS Customer
- 4.6 The LWS shall make a request in writing to YW in the event that the LWS wishes to disconnect an LWS Customer and has power to do so
- 4.7 The LWS shall pay YW's costs of disconnection where this is carried out pursuant to 4.4 above at the specific request of an LWS Customer under a contractual arrangement

5 Exit Information

Unmeasured Water Taken

- 5.1 Where water off-taken from the Supply System has been taken in breach of this Agreement at or at a point downstream of the point of off-take at a Meter supply point, insofar as the quantity of water so taken has not been properly metered such adjustments shall be made in respect of the quantities treated as off-taken from the Supply System by the LWS as are required to ensure that the quantity of water estimated to be so taken is treated as off-taken by the LWS

Fire Fighting

- 5.2 Where water is used by an LWS Customer or the LWS for the purposes of fire fighting or the testing of fire fighting equipment YW will allow the LWS a credit for the volume of such water used providing that; the LWS notifies YW in writing of the volume of water used and the dates on which it was used within 30 Days of such use and any additional evidence of such use that YW may reasonably require Where notice is received from the LWS after an invoice has been issued by YW the invoice will remain fully payable and any credit allowed by YW will be made to a subsequent invoice

Connection

- 5.3 The Customer Connection together with that part of the service pipe which lies between the Exit Point and the water main from which the supply is taken will become the property of YW who shall be responsible for its maintenance

Interference with Meters

- 5.4 The LWS shall take all reasonable steps to ensure that;
- no person improperly breaks any seal affixed to any part of the Exit Point Meter or tampers or otherwise interferes with any Meter installation;
- upon each visit to the Exit Point Meter by any representative of the LWS or by any person (or by YW where it is engaged as a meter reader) engaged by the LWS to obtain an on-site Meter-Read, there is promptly reported to YW any evidence which is or ought (having regard to the purpose for which that person is visiting the premises) to be apparent to such representative or person of any such seal or any such tampering or interference or otherwise of theft or attempted theft of water

SCHEDULE 2

Charges

1. General

The terms of this Agreement are subject to the payment by the LWS of the charges specified in this Schedule

1.1 Definitions

1.1.1 Connection and Supply System Extension/Reinforcement Charge

The Connection and Supply System Extension/Reinforcement Charge, if applicable, is payable in respect of the cost of any Works incurred by YW where necessary, in respect of reinforcement of the Supply System to accommodate the supply to LWS's Customer(s) via the Supply System "Works" includes (inter alia) materials, design and supervision of construction, acquisition of rights or interest in land, and the reinstatement of any land. The LWS may wish to perform part of these works directly. Arrangements to accommodate this shall be the subject of negotiation and agreement between YW and the LWS.

1.1.2 Wholesale Access Charge

The charge for the provision of wholesale supplies to the LWS for the duration of this Agreement

1.1.3 Billing and Debt

YW and the LWS shall be responsible for billing their respective customers and each Party shall be responsible for the collection of monies due in respect of those bills

2. Price Review
 - 2.1 The Supply Charges shall be subject to a review with effect from 1 April in each year in accordance with YW's Network Access Code, the Act and any relevant guidance issued by the WSRA
 - 2.2 YW shall give not less than 30 Days' notice to the LWS of any changes to customer tariffs included in any Charges Scheme or special agreement which relates to LWS Customers and to the Supply Charges payable under this Agreement and any Customer Annex

AS WITNESS the hands of the Parties hereto or their duly authorised representatives the date and year first before written

for and on behalf of **Yorkshire Water**)
Services Limited)

for and on behalf of)

ANNEX 1 – Customer Annex (Pro Forma)

1. General Information

Licensee name:	
Licensee company registration number:	
Licensee Reference No. (to be issued by PWU)	
Licensee confirms that the premises are eligible and complies with the Ofwat Eligibility Guidance November 2005.	Yes/ No
When do you propose that the wholesale supply begins? Day/Month/Year	
What is the expected duration? Years	Years

2. Customer Details (confidential to Competition transfers exclusively)

Customer

Name(s) of customer(s):	
Unique Premises Reference (if known)	
Existing PWU Account Number(s)	
Address of premises to be supplied - include post code:	

Meters

Meter Details	Meter number as recorded on customer bills	Serial No.	Location Description	Meter Type [Note if Combined (C) or Bypass (B) meter]
1				
2				

3				
4				
5				
6				
7				
8				
9				

Demand

Demand requirements: -	2005-06	2006-07	2007-08	2008-09	2009-10
Annual consumption: m ³					
Any other information agreed between licensee and undertaker					

Customer Specifics – compulsory

Special Needs on site	
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Customer Specifics – as agreed

Storage Facilities	
Interruptible supply	
Summer /Winter variations required	
Additional Services from PWU required and not specified in WMA	
Other	

