

Standard Terms and Conditions for Supplying Water and Waste Water Services - Scotland

1 Introduction

1.1 These are the Standard Terms and Conditions which form part of the contract between ADSM and the Customer.

1.2 “ADSM” means Advanced Demand Side Management Limited, the company with registered number 02688973 and having its registered office at Commercial House, 80 High Street, Eton, Windsor SL4 6AF.

1.3 The “Customer” is:

1.3.1 if a Water and Waste Water Supply Contract is in place, the party named as customer in the Water and Waste Water Supply Contract; or

1.3.2 if no Water and Waste Water Supply Contract is in place, the party in receipt of the Services at the Property or Properties (as applicable), which is the tenant, or where not occupied, the owner.

1.4 The “Services” are:

1.4.1 if a Water and Waste Water Supply Contract is in place, those water and waste water services and related services described in the Water and Waste Water Supply Contract; or

1.4.2 if no Water and Waste Water Supply Contract is in place, the water, waste water and related services received at the Property or Properties (as applicable) by the Customer delivered by ADSM.

1.5 ADSM and the Customer are the “Parties” referred to in these Standard Terms and Conditions. Other words and expressions used have the meanings given to them in Appendix 1, which also includes rules about interpretation.

2 Documents which form the contract

2.1 Subject to Condition 2.2, the following documents, to the extent that each is in place and/or applicable, constitute the entire agreement between ADSM and the Customer for the Services (referred to as the “Contract”):

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.



2.2 The entire agreement provision in Condition 2.1 does not exclude any provision imposed impliedly or expressly by law.

2.3 If the Standard Terms and Conditions and the Water and Waste Water Supply Contract conflict or are inconsistent, the Water and Waste Water Supply Contract shall take precedence.

3 The start of the Contract and its duration

3.1 These Standard Terms and Conditions begin to apply:

3.1.1 if the Customer applies to ADSM to supply the Services, from the date that application is accepted; or

3.1.2 if the Customer is an existing customer of ADSM and ADSM notifies the Customer of the date on which these Standard Terms and Conditions apply, the date set out in that notice; or

3.1.3 if the Customer and ADSM were parties to a Deemed Contract, the date on which the Deemed Contract ends.

3.2 The Contract will continue until it is terminated in accordance with Condition 14.

4 Market Regulation

4.1 There are various market regulations comprising directions and market codes which are determined by the Water Industry Commission for Scotland and which relate to the Services. In providing the Services, ADSM will comply with the relevant Market Regulations.

4.2 The Market Regulations establish a set of default services. Where required to do so by the Market Regulations, and requested by the Customer, ADSM will provide these default services to the Customer. The charges in the Charging Statement comply with the Market Regulations because they do not exceed the default tariffs for the default services, as established by the Water Industry Commission for Scotland.

4.3 The Customer shall provide to ADSM such information as may reasonably be requested to enable ADSM to adhere to the Market Regulations.

5 Customer compliance

5.1 The Customer must comply with all laws including the Scottish Water Byelaws, and obtain and comply with all necessary permits and consents which apply to the Customer in relation to the Services, including any consent needed for trade effluent.

5.2 The Customer must comply with the Scottish Water Terms and Conditions and any other contract with Scottish Water (or other third party) in relation to the metering equipment at any Property.

6 Customer notifications about changes to the Property

6.1 The Customer shall notify ADSM as soon as practicable:

6.1.1 if the Contract is in force prior to that date, the date on which the Customer commenced occupation of the Property;

6.1.2 if the Customer intends to take occupation of a new Property, and the date of that intended occupation;

6.1.3 if it intends to vacate the Property, and the date of that intended vacation;

6.1.4 of its vacation of the Property;

6.1.5 if it intends to grant a lease or occupancy right in relation to the Property, including details of the new occupier and the date on which the occupier will change;

6.1.6 the granting of such a lease or occupancy right, including details of the new occupier;

6.1.7 if there is any reassessment of the rateable value of the Property, including the reassessed value and date that reassessment applied from;

6.1.8 if the ownership of the Property changes, including the details of the new owner;

6.1.9 about any change to the Property which may result in it being classified as Household,

and shall keep ADSM notified with accurate information in relation to such issues, and provide ADSM without delay with such information as may be reasonably requested.

6.2 If the Customer serves notice on ADSM in accordance with Condition 6.1.6, 6.1.8 or 6.1.9, the Customer shall serve a similar notice on the body responsible for the assessment of the rateable value of the Property or Properties.

6.3 The Customer shall notify ADSM of any previous or current accounts with ADSM held by the Customer or a Related Customer or any other previous or existing customer/supplier or similar relationships.

7 Customer responsibilities

7.1 The Customer acknowledges and agrees that:

7.1.1 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; and

7.1.2 the Customer shall become the owner of the water supplied to it when it reaches the Connection Point and that the Customer will be responsible for the risk of flooding,

together with any other losses the Customer or any other person might suffer in connection with the supply of the water.

8 Charges

8.1 The charges levied by ADSM, and the basis on which ADSM works out the charges for the Services, are set out in the Charging Statement, as supplemented by the Water and Waste Water Supply Contract.

8.2 Unless otherwise agreed with the Customer, ADSM shall be entitled to change the charges for the Services from time to time. ADSM 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.adsm.com The changes to the charges for the Services shall take effect from the effective date stated in the new Charging Statement.

8.3 ADSM 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:

8.3.1 recovering unpaid charges; or

8.3.2 any change to payment methods, if the Customer has agreed to pay the charges for the Services by direct debit; or

8.3.3 ADSM or Scottish Water attending the Property in connection with a breach of the Contract, including if the Customer fails to keep to an agreed appointment or fails to allow access to a Property in accordance with Condition 12.1; or

8.3.4 correcting the unauthorised removal of, obstruction of, damage to, tampering with or the fitting of devices to a meter or metering equipment; or

8.3.5 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); or

8.3.6 charges levied by Scottish Water against ADSM due to the breach of a Scottish Water Byelaw or Law by the Customer.

8.4 ADSM may recover from the Customer any charges levied on ADSM by the wholesaler in relation to the Customer including any relating to the disorderly exit of the Customer, irrespective of whether (i) ADSM delivered the relevant services and/or supplies to that Customer which are the subject of the charges and (ii) ADSM was the water retailer for the Customer at the time the charges were incurred.

8.5 All charges will have applicable taxes or duties charged on them, including VAT at the current rate.

8.6 For the recovery of lost charges due to Customer breach in relation to metering equipment, ADSM will be permitted to assess the amount of charges lost during the period of damage by referring to the most recent average daily use at the Supply Point before the meter stopped recording usage accurately.

8.7 If a leak allowance is granted by Scottish Water, ADSM shall refund to the Customer those charges paid by the Customer to ADSM which have been paid or are payable by Scottish Water to ADSM as part of the leak allowance payment.

8.8 ADSM accepts no liability to the Customer for the Customer's failure to secure any payment exemptions for which the Customer is eligible, and the award of any such payment exemptions to the Customer shall have no retrospective effect on charges paid or payable by the Customer to ADSM.

9 Payment

9.1 The Customer shall pay ADSM the charges for the Services in accordance with the Charging Statement and the Water and Waste Water Supply Contract, and any other amounts properly due in connection with the Contract.

9.2 ADSM may issue a bill or adjust any bill already issued:

9.2.1 if there is a reassessment of the rateable value of a Property resulting from any change of use, extension or addition to that Property, which change impacts on the charges for the Services; or

9.2.2 if the Customer owns, leases or otherwise uses a Property for which the Customer has not paid charges for Services supplied to that Property; or

9.2.3 if information relating to the Trade Effluent consent is retrospectively applied as set out in the Charging Statement, 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 date as mandated by the Charges Scheme applicable to the relevant Wholesaler.

9.3 ADSM shall issue each bill to the Customer either in the post or electronically, which shall constitute receipt by the Customer. If the Customer disputes part of a bill, the Customer shall pay the undisputed amount.

9.4 If the Customer disputes all or part of a bill based on whether particular Services referred to in the bill are being provided in whole or in part, ADSM will instruct Scottish Water to verify whether such disputed Services are or are not being provided. If the Services are verified as being provided then ADSM may recover from the Customer the verification costs which it has to pay Scottish Water.

9.5 ADSM can charge interest at the rate of 4% a year above the Bank of England base rate for the period from the date 10 days after the date until payment.

9.6 If the Customer has agreed to pay the charges for the Services by direct debit, ADSM may change, without notice to the Customer and with immediate effect by notice to the Customer's bank, the amount payable by a Customer to reflect its entire liability to ADSM pursuant to the Contract. The failure of any payment due under the Contract by direct debit (for any reason) shall not affect the Customer's liability to make that payment through other means.

9.7 If a Customer makes a payment which is not sufficient to cover all charges due, the payment will be used in the following order:

9.7.1 against water or waste water charges which have been unpaid for 90 days or more (taking the oldest debt first);

9.7.2 split equally against water and waste water charges (to the extent such are unpaid) until the charges for one are fully paid; and

9.7.3 if there is any amount left over, used to pay any other outstanding charges.

10 Refundable deposit

10.1 At any time, ADSM may request the payment of a refundable deposit by the Customer for such amount as determined by ADSM, acting reasonably.

10.2 A request for a refundable deposit shall be accompanied by a statement from ADSM as to why the refundable deposit has been requested and the purpose for which it will held and used and any such other relevant information as determined by ADSM from time to time.

10.3 When requested the amount of the refundable deposit shall be immediately payable by the Customer to ADSM.

10.4 ADSM may use the refundable deposit to pay any charges or other amounts due by the Customer pursuant to the Contract, but otherwise shall hold use and repay the refundable deposit in accordance with the statement provided.

11 Meters

11.1 The Customer authorises ADSM to make the metering arrangements determined by ADSM, acting reasonably, to be necessary in connection with the Services, including installing, maintaining, testing, repairing, replacing, removing, disconnecting and reconnecting meters and metering equipment at the Property.

11.2 The Customer shall, at its own cost, procure the approval of any third party needed to allow ADSM to make any arrangements in accordance with Condition 11.1, and shall provide evidence of such approval to ADSM on request.

11.3 Unless agreed otherwise in writing, ownership of the meter and metering equipment will not be transferred to the Customer and will remain the property of Scottish Water or ADSM or any other person providing it.

11.4 The Customer shall not remove the meter or the metering equipment and must take reasonable care to keep the meter and metering equipment free from obstruction or damage (including damage by frost) and interference.

11.5 A Customer may fit any device to a meter or metering equipment, including a Data Logger, provided it has the prior written approval of ADSM (and for the avoidance of doubt, no fitting shall be approved unless undertaken by an accredited fitter).

11.6 An authorisation granted to ADSM may be exercised by it and/or by Scottish Water, and include access for the employees, contractors or representatives of ADSM and Scottish Water.

12 Access

12.1 At all reasonable times, the Customer must allow ADSM safe and unobstructed access (by vehicle in appropriate cases) to the Property, including access to the meter, metering equipment and associated pipework to:

12.1.1 do anything in connection with a meter, metering equipment and associated pipework, including reading, inspecting, testing, repairing, exchanging, installing, disconnecting, removing or reconnecting a meter, metering equipment or associated pipework;



12.1.2 disconnect the supply;

12.1.3 disconnect the supply of another customer with whom the Customer shares that supply;

12.1.4 disconnect and/or uplift (as appropriate) the meter or other equipment owned by ADSM and/or Scottish Water (if the Services are terminated);

12.1.5 inspect or test a meter or connection not owned or provided by or for ADSM and/or Scottish Water;

12.1.6 allow ADSM to adhere to the Market Regulations;

12.1.7 sample water quality; or

12.1.8 sample or monitor trade effluent.

12.2 ADSM shall have access for the purposes described in Condition 12.1 at any time if:

12.2.1 there is danger to life, health or property in connection with the supply; or

12.2.2 access is needed/allowed by law.

12.3 The access rights granted to ADSM may be exercised by it and/or by Scottish Water, and include access for the employees, contractors or representatives of ADSM and Scottish Water.

12.4 If the access required by the Contract is denied by the Customer, ADSM may seek a court order to allow access (or may instruct Scottish Water so to do) and ADSM may re-cover from the Customer all reasonable costs associated with applying for and obtaining such court order, whether such costs are those which ADSM is liable to pay Scottish Water or other-wise.

13 Disconnections and reconnections

13.1 ADSM may temporarily disconnect a supply of water services and/or waste water services to a Property, in accordance with the Disconnections Document, if:

13.1.1 the Customer does not pay an amount properly payable in accordance with the Contract (including a refundable deposit);

13.1.2 the Customer does not allow ADSM or its agents access to a water meter;



13.1.3 the Customer does not adhere to Scottish Water Byelaws; or

13.1.4 the Customer requests the temporary disconnection.

13.2 Prior to temporary disconnection of the Services to a Property in accordance with Conditions 13.1.1 or 13.1.2, ADSM shall issue a Disconnection Warning Notice to the Customer.

13.3 If ADSM temporarily disconnects a supply of Services in accordance with Condition 13.1, ADSM shall charge the Customer the appropriate disconnection charge as set out in the Charging Statement.

13.4 ADSM may permanently disconnect the supply to a Property in accordance with the Disconnections Document if:

13.4.1 the Customer illegally uses the Services (if the illegal use is of water services, the supply of water services will be disconnected and if the illegal use is of waste water services, the supply of waste water services will be disconnected);

13.4.2 the Customer requests such permanent disconnection; or

13.4.3 the Customer has been disconnected on a temporary basis (whether water or waste water services) for three months or more.

13.5 The Customer shall indemnify ADSM for any costs incurred by ADSM in undertaking a permanent disconnection at a Customer's Property.

13.6 If ADSM disconnects a supply of Services to a Property on a temporary basis, and the Customer requests reconnection and has paid in advance to ADSM the appropriate reconnection fee as set out in the Charging Statement, then ADSM will reconnect:

13.6.1 if, where the temporary disconnection was due to non-payment, denying access to a water meter or failure to provide a refundable deposit, the breach has been remedied; or

13.6.2 if the temporary disconnection was because the Customer did not adhere to Scottish Water Byelaws or any consent needed for trade effluent, ADSM receives confirmation from Scottish Water that the breach has been remedied.

13.7 If ADSM permanently disconnects a Property the Customer will need to apply for a new connection if it wants reconnection, and ADSM will not re-connect pursuant to this Contract.

13.8 If following a temporary disconnection the Customer without appropriate authority procures or allows a physical reconnection to be carried out then the Customer shall be liable for the charges for all of the Services used following that connection as set out in the Charging



Statement. 14 Termination

14.1 This Contract can only be terminated in accordance with this Condition 14.

14.2 If ADSM disconnects permanently a Property the Contract as it relates to that Property will cease to apply at the date of disconnection (subject to Condition 15.1);

14.3 Subject to Clause 14.7, a Customer may terminate this Contract for any Property by giving ADSM 20 Business Days' notice, and such notice shall provide whether such termination shall apply for the supply of water service, waste water services or both.

14.4 ADSM 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.

14.5 ADSM may terminate this Contract in relation to a Property if the Property becomes Household.

14.6 ADSM may terminate this Contract if it asks for a refundable deposit pursuant to Condition 10 and it is not provided by the Customer.

14.7 The Parties acknowledge and agree that a 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 ADSM 90 days or more prior to the purported date of termination.

15 Consequences of termination

15.1 Termination of the Contract shall have no effect on the accrued rights of both ADSM and the Customer and those Conditions which expressly or impliedly have effect after termination will continue in full force and effect.

15.2 If this Contract ends for any reason, or if the Customer has submitted an application to switch from ADSM to another licenced supplier, all amounts due to ADSM under this Contract will become immediately due and payable by the Customer (without prejudice to any right to claim for interest).

15.3 If following the settlement of all amounts due to ADSM there remains any part of a refundable deposit held pursuant to Condition 10, such amount shall be repaid to the Customer.

15.4 If the Contract terminates in relation to part of the Services, the Contract shall continue to apply in respect of those parts of the Services which are not terminated.



15.5 If a notice of termination of the Contract (in whole or part) is served by the Customer, ADSM may ask the Customer to provide a final meter reading, further to which the Customer shall provide such final meter reading.

15.6 If the Customer does not provide an accurate final meter reading in accordance with Condition 15.5, the Customer may be liable for the difference between the meter reading upon which the final bill was based, or the final estimated bill, and the next meter reading.

16 Personal information

16.1 In providing the Services, ADSM shall:

16.1.1 comply with all applicable Data Protection Laws; and

16.1.2 Process any Personal Data in accordance with the privacy statement.

16.2 ADSM will use Personal Data provided to it:

16.2.1 in order to supply the Services to the Customer;

16.2.2 in order to process Customer payments for the Services. and

16.2.3 for any other purpose or use to which the Customer consents to from time to time, in accordance with Condition 16.1.

17 Code of Practice

17.1 ADSM shall comply with the Code of Practice, to the extent applicable.

18 Notices

18.1 Where any notice or other communication is to be made under this Contract, it must be in writing and marked for the attention of the person or persons notified for that purpose.

18.2 A notice shall be treated as having been received:

18.2.1 if delivered by hand (including courier) within Delivery Hours, when so delivered;

18.2.2 if delivered by hand (including courier) outside Delivery Hours, at the next start of Delivery Hours;

18.2.3 if sent by first class pre-paid post, guaranteed next day delivery, post with delivery confirmation or receipt (for example, special delivery):



18.2.3.1 and posted on a Business Day, the later of actual receipt and 9am on the Business Day after posting; and

18.2.3.2 and not posted on a Business Day, the later of actual receipt and 9am on the second Business Day after posting;

18.2.4 if sent by email or any other electronic means during a Business Day, it is received on that Business Day; and

18.2.5 if sent by email or any other electronic means outside of a Business Day it is received the following Business Day.

18.3 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).

19 Change

19.1 ADSM may notify the Customer of a change to these Standard Terms and Conditions, and such changes will apply from the date of such notice.

19.2 The Customer agrees that if the Customer continues to receive the Services after the date of notice served in accordance with Condition 19.1, the Customer will be deemed to have accepted the revised Standard Terms and Conditions.

20 Liability

20.1 If ADSM fails to meet the Service Standards in delivery of the Services, ADSM shall be liable to the Customer for compensation payable in accordance with the Service Standards.

20.2 Except as set out in the Service Standards, and subject to Condition 20.4, ADSM shall not be liable to the Customer for any:

20.2.1 loss of revenue;

20.2.2 loss of profit;

20.2.3 loss of contract;

20.2.4 business interruption;

20.2.5 depletion of goodwill and/or similar losses;

20.2.6 loss of anticipated savings;

20.2.7 any special, indirect, consequential or pure economic loss, costs, damages, charges or ex-penses (including for lack of, or defective quality of, water);

20.2.8 infringement of any third party's intellectual property rights in respect of the of the provision of the Services or otherwise,

20.2.9 any faults in a meter or metering equipment which ADSM or Scottish Water do not own or have not provided, or for any resulting loss, cost, damage or injury;

20.2.10 any faults in a meter or metering equipment resulting from the Customer fitting any device to or tampering with that meter or metering equipment;

20.2.11 any loss, cost, damage or injury resulting from the Customer fitting any device to or tamper-ing with a meter or metering equipment; or

20.2.12 any loss, cost, damage or injury resulting from installing a meter or metering equip-ment, unless the meter or metering equipment is installed by ADSM or its employees or agents, however it is caused, even if it could have reasonably been foreseen, and whether it is caused by ADSM's negligence or not.

20.3 ADSM's total 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 or the use of the Services by the Customer will in all circumstances not exceed the amount of £50,000 for each incident or series of related incidents.

20.4 Nothing in this Contract excludes or limits for the liability of ADSM for:

20.4.1 death or personal injury resulting from its negligence or that of any of its officers, employees or agents; or

20.4.2 for fraudulent misrepresentation.

20.5 Except as set out in the Service Standards, the maximum liability of ADSM to the Customer for loss or damage caused to the Customer for any act or failure to act by Scottish Water is the amount (if any) that ADSM is entitled to recover from Scottish Water.

20.6 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.

21 General

21.1 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.

21.2 Each Party shall do and procure to be done any further acts and things and will sign and procure to be signed any other 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 21.2 will be borne by the Party requiring them to be done.

21.3 If at any time any provision of this Contract is or becomes invalid or illegal 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.

21.4 The Customer may not transfer any of its rights or responsibilities under this Contract to another person without ADSM's prior written permission.

21.5 ADSM may transfer any of its rights or responsibilities to another appropriately licenced supplier.

22 Law and Jurisdiction

22.1 This Contract shall be governed by and construed in all respects in accordance with the laws of Scotland and the Parties agree to submit to the exclusive jurisdiction of the Scottish courts. To the extent permitted by law Parties agree to the non-exclusive jurisdiction of Edinburgh Sheriff Court.

22.2 The Customer agrees that ADSM is entitled to demand that all payments be made by the Customer to ADSM's principal place of business at Commercial House, 80 High Street, Eton, Windsor SL4 6AF.

Appendix 1

1. Defined terms

“Arrangement” – an arrangement made between a water services provider and the occupier of a premise for the supply of water and waste water services in accordance with Section 6 of the Water Services etc (Scotland) Act 2005;

“Charges” – the charges set out in the Charging Statement;

“Business Day” – any day other than a Saturday or Sunday or a bank holiday in Scotland;

“Charging Statement” – the applicable annual statement published by ADSM which sets out the charges for the relevant year;

“Code of Practice” – the code of practice in relation to customer protection as set out on the ADSM website and as may be amended from time to time;

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

“Contract” – has the meaning given to it in Condition 2;

“Data Logger” – an electronic data logging device which monitors, records and retransmits the pulsed output from the meter;

“Data Protection Laws” – all statutes, laws, secondary legislation and regulations pertaining to data protection in force in the UK and as may be amended, updated, reinstated or replaced from time to time;

“Deemed Contract” – an arrangement or contract between the Customer and ADSM under the scheme set out by the Water Industry Commission for Scotland pursuant to Section 20A(4) of the Water Services etc (Scotland) Act 2005, including for the avoidance of doubt an Arrangement;

“Delivery Hours” – means 09.00 to 17.00 on a day which is not a Saturday or Sunday or a bank holiday in Scotland;

“Directions” – the Default Services, Standards and Maximum Tariffs Directions 2007 (or any other direction which amends, replaces or adds to, or is made for the same subject matter as that direction);

“Disconnections Document” – 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) other material relating to disconnections;

as in force from time to time, and as found on the Water Industry for Scotland Commission website;

“Disconnection Warning Notice” – the notice to be sent to the Customer by ADSM in certain circumstances before ADSM may disconnect a supply, with a form and content set by the Scottish Ministers under section 18(3) of the Water Services etc (Scotland) Act 2005 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;

“Law” – means all applicable law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Customer and/or ADSM (as applicable) is bound to comply;

“Market Code” – 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 Regulation” means the Market Code, the Operational Code, the Directions and the Disconnections Document;

“Operational Code” – 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;

“Personal Data” – has the meaning given to that term in the Data Protection Act 2018, as amended or varied from time to time;

“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 these terms

and conditions, 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), and which prior to the application of these Standard Terms and Conditions may be serviced by another licensed provider;

“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;

“Scottish Water” – the organisation with that name set up under section 20 of the Water Industry (Scotland) Act 2002, as amended or varied from time to time;

“Scottish Water Byelaws” – the byelaws in force from time to time and 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” – the schedule of terms and conditions in force and made by Scottish Water under section 55 of the Water (Scotland) Act 1980 on which Scottish Water supplies water by meter or otherwise;

“Service Standards” – the document issued by ADSM from time to time providing information about ADSM’s Service Standards in Scotland;

“Supply Point” – in terms of water services or waste water services, the supply point for a Property which is registered to ADSM for providing water services or waste water services;

“Water Industry Commission for Scotland” – the organisation with that name set up under section 1 of the Water Industry (Scotland) Act 2002 to promote the interests of people whose premises are connected to the public water supply system or the public sewerage system, or both; and

“Water and Waste Water Supply Contract” – means the contract between the Customer and ADSM setting out specific terms and conditions.

2. Rules of interpretation which apply to these Standard Terms and Conditions

2.1 Headings are for ease of reference only and shall not affect the construction or interpretation of these Standard Terms and Conditions.

2.2 In these Standard Terms and Conditions:

2.2.1 the singular shall include the plural and vice versa and reference to one gender shall

include any other gender, and references to persons shall include firms and bodies corporate;

2.2.2 reference to a Condition is to the relevant condition of these Standard Terms and Conditions unless otherwise stated;

2.2.3 any reference to a statute, statutory provision or subordinate legislation (“legislation”) shall (except where the context otherwise requires) be construed as referring to:

2.2.3.1 such legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation; and

2.2.3.2 any former legislation which it re-enacts, consolidates or enacts in rewritten form;

2.2.4 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;

2.2.5 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;

2.2.6 any reference to a “company” shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established; and

2.2.7 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 these Standard Terms and Conditions) at any time.