

# TERMS AND CONDITIONS

The terms and conditions of supply are set by the Company from time to time and provide the basis on which the Company agrees to supply water to the Customer. The detailed terms and conditions of supply are set out below. If you have questions concerning specific aspects of the terms and conditions of supply please contact the Customer Accounts Department.

## Responsibility for water charges

The person(s), partnership or company named on the signed application for the supply of water ("the customer") shall be responsible for all charges raised in respect of that supply of water. Where the application is signed by more than one person then the liability shall be joint and several. Where there is no signed application for the supply of water then the person(s) responsible for the payment of all charges shall be the person(s) identified by the Company as the occupier(s) of the premises. Where the application form is signed in the name of a business which is not a limited liability company, partnership or other recognised legal entity then the signatory on the application form shall be deemed to be the customer.

The Company will not enter into a supply agreement with tenants of furnished premises or tenants on a short term lease (of three months or less in duration). In such circumstances the owner of the premises or long term leaseholder will be required to enter into a supply agreement and will be responsible for the payment of water charges.

Where there is to be a change in the customer responsible for the payment of the water charges (e.g. on change of ownership or tenancy of the premises) the departing customer should contact the Company to advise of the change at least 2 working days prior to the date of the change. The outgoing customer shall remain liable for all charges for water consumed until such time as a final meter reading is taken and/ or the account taken out of their name.

The bill for water supplied represents demand for payment for water under the Water (Jersey) Law 1972 as amended (the 'Law'). Bills are due and payable on issue.

The customer agrees to pay the charges that are billed in accordance with the schedule of tariffs and charges that are published from time to time by the Company ("the schedule of charges") which is available upon request.

## Unmeasured supplies

The charge for unmeasured supplies shall comprise the charge for water, the standing charge and, where applicable the hosepipe charge. Bills for water charged for on an unmeasured basis will be rendered quarterly in advance and are payable upon issue.

## Unmeasured charge for water

The unmeasured charge for water is calculated by reference to the 1990 Parochial Assessed rental value of the premises being supplied. Where there is no 1990 assessed rental value and the premises are not metered the Company will apply an assessed rental value comparable, in its opinion, to what would have been applied under the 1990 rating assessment. Once applied, assessed rental values can not be amended except where a subdivision occurs.

Where water is supplied by a common pipe for premises or parts of premises occupied by different people, the unmeasured charge for water shall apply to each as if supplied by a separate pipe.

Where a property initially supplied on an unmeasured basis is subdivided into more than one premises then the rateable value applied prior to the subdivision shall no longer be applicable. The supply for water will be charged for as follows:

- Where the subdivision was completed prior to 1 July 2003 and accounts for water for each of the new premises were in place at that date then customers shall either be charged by reference to an assessed rental value for each individual premises or by meter (either individually or in bulk).
- Where the subdivision was completed after 1 July 2003 customers will be charged for water by volume either individually or in bulk depending on the internal plumbing arrangements of the building. Where the water is charged in bulk then the rules set out below in respect of communal services shall apply.

## Hosepipe charge

Customers, who are charged for water on an unmeasured basis, requiring the use of a handheld hosepipe for the purposes of garden watering, car washing, or similar activities shall pay an annual hosepipe charge in accordance with the schedule of charges. Customers wishing to use a hosepipe who have not paid the charge are required to contact the Company to pay the charge prior to their use of the hosepipe. The payment of a hosepipe charge does not authorise the use of sprinklers, automated watering or irrigation systems or unattended hoses. Where a hosepipe is used without a charge having been paid the Company will levy the full hosepipe charge for the year in which the discovery is made plus the standard administration charge as set out in the schedule of charges.

In the event of the Company imposing a restriction on hosepipe use the Company will reimburse customers pro-rata based upon the period of restriction, calculated to the nearest day.

## Measured Supplies

### Charges

Supplies charged for water by volume will be measured by way of a water meter.

The charge for measured supplies shall comprise the volumetric charge for water (the volume of water consumed multiplied by the prevailing rate per unit of water) plus the standing charge. The volumetric charge is billed quarterly in arrears.

The customer is liable for all charges relating to water consumed under the supply agreement. Charges for water are reviewed annually and are set out in the schedule of charges.

## Conversion of an existing unmeasured supply

Wherever possible, the Company will install a meter free of charge to an existing water supply. The preferred location of the meter will be at the discretion of the Company and will take the location of the existing service and supply pipes into consideration as well as the accessibility of the location for the purposes of meter reading. Generally, the meter will be installed in the road or pavement directly outside the property being served.

The following costs will not be borne by the Company:

- The additional costs associated with locating the meter in any location other than the Company preferred location.
- The cost of altering or installing plumbing on the customer's pipe work to accommodate the meter.

## New agreements for the supply of water

With effect from 1 July 2003 all new agreements for new supplies of water will be charged for by volume. The Company will not be responsible for the costs of converting any existing premises or private plumbing system where there is no supply agreement as at 1 July 2003 in place to accommodate a metered connection.

## Ownership of the meter

The ownership of the meter and ancillary equipment will remain the property of and be maintained by the Company. The Company may, at its own expense, replace the meter and ancillary equipment at any time with meter equipment of its choice.

## Damage and tampering

Once installed, the equipment may not be interfered with, removed or disturbed by anyone other than a duly authorised Company representative.

The cost of repairing or replacing the meter and ancillary equipment as a result of damage, tampering or removal by the customer shall be payable in full by the customer.

Where a meter has been removed or tampered with such that it is either inoperative or misreads the volume of water consumed then the customer shall pay, in respect of the water supplied, for a volume of water that is deemed reasonable by the Company based upon previous consumption records for similar periods. Except where evidence to the contrary is available, the date on which any missing or damaged meter went missing, became inoperative or began misreading shall be deemed to be day following the penultimate meter reading.

## Meter reading

Meter readings shall be taken by an authorised Company representative at intervals determined from time to time by the Company. For periods where no reading is taken the charge for that period will be based upon the estimated consumption of water in the period.

Unless the meter is proved to be operating incorrectly the readings taken from the meter shall be deemed definitive evidence of the water supplied to the customer.

## Meter accuracy

Should the customer request that the water meter be tested for accuracy the Company will arrange for this to be performed by an independent examiner (usually the manufacturer). A water meter will be deemed accurate if it operates within the manufacturer's tolerances for the model of water meter in question.

Should the water meter prove to be measuring consumption accurately then the customer shall pay all costs of extracting and testing the water meter. Should the water meter prove inaccurate the Company will bear the cost of testing and replacing the water meter.

Where a water meter has stopped, is proved inaccurate or has been damaged, the customer shall pay, in respect of the water supplied, for a volume of water that is deemed reasonable by the Company based upon previous consumption records for similar periods. The date on which any inaccurate meter became inaccurate shall be deemed to be day following the penultimate meter reading.

## Consumption and leakage

The customer shall remain liable for all water shown as consumed, including water consumed through leakage on the customer pipe work. The Company operates a leakage allowance policy details of which are available from the Customer Accounts Department.

## Reversion to unmeasured basis

Once a water supply is charged for water on a metered basis it may not revert to being charged on an unmeasured basis.

## Mandatory metering

Where premises have a swimming pool, automated garden watering system (e.g. sprinklers, etc) or use hoses on an unattended basis all services supplying such premises are required to be charged for on a measured basis and must therefore have a meter fitted.

The Company may also require that a meter be fitted to premises should it suspect higher than average consumption of water for any reason other than normal domestic purposes. Normal domestic purposes are deemed to comprise water consumed through:

- Personal consumption (drinking and cooking)
- Personal and pet hygiene
- Household cleaning (not pressure washing)
- Washing dishes
- Laundering

### Standing charges

All accounts for water will be subject to a standing charge, as set out in the schedule of charges.

Where water is supplied by a common pipe for premises or parts of premises occupied by different people, the standing charge shall apply to each as if supplied by a separate pipe.

Where more than one metered supply feeds the same premises the standing charge will be payable on each metered supply.

### Administration charges

The Company will make an administrative charge (as set out in the schedule of charges) for each occurrence of the following events:

- Cheques that are returned unpaid by the bank marked "refer to drawer".
- Direct debit/ continuous credit card payments that are refused by the paying bank due to insufficient funds.
- Where bills remain unpaid and the customer receives a notice that the supply will be turned off (this charge will remain payable whether the supply is turned off or not).

### Reconnection charges

Where a supply is turned off for the non-payment of water charges or at the request of the customer there will be a charge for the reconnection of the supply as set out in the schedule of charges.

Where a supply is turned on by a person other than an authorised Company representative the standard reconnection charge will apply.

### Payment dates for water charges

The bill for water supplied represents demand for payment for water under the Law. Unless a separate agreement has been entered into with the Company (e.g. paying by monthly direct debit), all bills are due and payable on issue.

### Failure to pay water charges

Where the customer fails to settle the amount outstanding the Company is entitled, subject to the provisions of the Law to disconnect the supply and seek recovery of amounts owed through civil proceedings.

Where a bill is not settled the supply may be cut off and will not be reconnected until such time as all amounts (including reconnection charges etc) are paid in full. Supplies will only be reconnected within normal working hours.

The Company reserves the right to charge interest at a rate of 3% above the Bank of England base rate (on the date the interest starts accruing) for late payments.

Where a customer fails to settle amounts outstanding, the Company may take legal action to recover the amount due. Legal costs incurred in recovering such amounts will be recharged to the customer.

### Deposits for commercial customers

Where the Company deems it necessary, it may request, from commercial customers applying for a supply of water, the payment of a cash deposit to cover the eventuality of the customer being unable to meet charges for water as and when they fall due. A deposit will be held by the Company until such time as it is deemed necessary by the Company and shall accrue interest at 3% per annum (calculated based upon the number of days). In the event of non payment of a bill by the customer the Company may use the deposit to meet outstanding charges. However, the holding of a deposit will not preclude the Company from taking other action (including disconnection of the supply and initiating legal proceedings) to recover amounts due.

### Empty and vacant properties

Customers whose supplies are unmeasured and whose premises are vacant for a period of 28 consecutive days or more will be eligible for an allowance on the water charges for that vacant period. The allowance will only be granted where it is applied for in writing and before the property comes vacant. Customers will continue to be charged the standing charge for any vacant period.

The Company recommends that customers turn off their water supply at an internal stop valve when they are leaving their premises unoccupied for any extended period. Where a customer requires their supply to be turned off at the external stop-valve they should contact the Company at least 48 hours prior to the required disconnection. In such cases the standard reconnection charge will be levied once the supply has been restored.

### Boundaries of ownership and responsibility for pipe work

The Company shall install, maintain, be responsible for and retain ownership of all pipe work from the Water Main to the outlet connection of the Boundary Box or Meter Chamber (the 'Communication Pipe'). The location of the Boundary Box or Meter Chamber shall be at the Company's discretion but shall generally be located as near as practicable to the customer's premises. The customer shall be responsible for the maintenance and repair of all pipe work beyond the communication pipe (the 'supply pipe') including any element situated on a public road or private property not owned by the customer.

Any damage to the stop-valve or meter not caused by the Company's employees will be charged to the customer.

The unauthorised use of the stop-valve to connect or disconnect premises to or from the mains is prohibited and may result in additional charges to the customer (see 'Other Charges').

### Leakage

Where the customer identifies a leak, either internally or on Company pipe work the customer should inform the Company immediately. Once identified, all leaks must be repaired within 48 hours. Failure to repair a leak may result in supply being disconnected.

In the event of the customer failing to repair leaks on private pipe work the Company reserves the right to take whatever action is necessary in order to repair the leak with the full cost of such repairs being passed on to the customer. Where the Company has been forced to undertake such repairs the supply to the premises will be charged for by volume thereafter.

Where a leak is detected on private pipe work, which is charged for water by volume, the customer shall be responsible for the payment of all amounts indicated as 'consumed' by the water meter. The Company operates a leakage allowance policy details of which are available from the Customer Accounts Department.

The customer should ensure that, prior to connection to the main, the plumbing of the premises are in a sufficiently good state of repair and of sufficient capacity to withstand mains water pressures. The Company will not be held responsible for leaks or bursts on the customer side of the stop-valve or meter or the damage that such leaks or bursts may cause.

### Communal services

Unless multiple supply agreements are already in place, the Company will not enter into multiple supply agreements for premises which share a communal service (e.g. a block of flats with one common water supply). In all such cases the owner of the premises which are supplied or in the case of flying freehold property the association of co-owners established under the 'Loi (1991) sur la co-proprété des immeubles bâtis' in respect of the premises which are supplied or in the case of premises divided by share transfer the company owning the premises which are supplied will be required to enter into a supply agreement for the water consumed in or at the premises. All such services will be charged for by volume. All costs involved in the provision of separate supplies to each premises will be the responsibility of the customer.

In the event of a communication pipe serving more than one premises, each of the premises will be served by a separate individual pipe, stop-valve and meter.

In the case of joint ownership of the supply pipe or where the ownership of the supply pipe is unclear, in order to prevent wastage and excessive periods where no water is supplied to multiple premises the Company reserves the right to undertake any work required and to recover the costs from the relevant customer.

### Access to premises

The Company staff shall have a right of access at all reasonable times onto any part of the premises or the property of which the premises form part in order to:

1. turn the stop-valve on or off,
2. read, replace or maintain the water meter and ancillary equipment,
3. carry out any repairs to the supply pipe deemed necessary by the Company,
4. prevent the wastage of water, or
5. inspect premises for compliance with the provisions of the bye-laws.

### Water supplied for fire fighting purposes

Where premises are equipped with a supply of water for the purposes of fire fighting the customer shall use the supply only in the event of a fire or for fire safety testing purposes. If it is discovered that water is being consumed for reasons other than those stated above then the Company reserves the right to make an assessed charge for the water consumed.

### New connections

#### Connection charges

The installation of a supply for water will be subject to the payment of either the standard connection charge (where the connection is of a straightforward nature) or will cover the cost of extending the main and/ or laying a communication pipe to the location of the stop-valve. Standard connection charges are set annually and are disclosed in the schedule of tariffs and charges.

#### Water supplies to new or planned properties/developments

Where the Company is requested to install supplies to a site for the purposes of supplying properties which are either under construction or planned, the Company shall determine the most effective manner in which to supply water to the properties in question (taking into account the potential for future development). The Company reserves the right, in such circumstances, to lay a water main and communication pipes in private land (in accordance with the provisions of Article 3 of the Law). Such main and communication pipes remaining the property and responsibility of the Company.

#### Compliance with building regulations and bye-laws

The customer agrees to ensure that, prior to connection, the premises being connected meets all relevant building regulations under the Island Planning (Jersey) Law 1964 and the bye-laws and that any subsequent modification to the internal plumbing arrangements will continue to be compliant with the regulations and bye-laws. The Company reserves the right to inspect internal plumbing arrangements for compliance with regulations and applicable byelaws to ensure compliance prior to allowing connection to the main. Where it transpires that a premises is not plumbed in accordance with the provisions of the bye-laws or equipment is being used in breach of the bye-laws the Company reserves the right to take action against the customer to force compliance.

#### Laws governing the supply agreement

The supply agreement between the customer and the Company shall be governed by the Laws of Jersey.

The supply of water is governed by the Water (Jersey) Law 1972 as amended.

Where there is deemed by the Company or Courts to be inconsistency between these terms and conditions and the provisions of the Law, the provisions of the Law shall prevail.

#### Liability

The Company shall not be held responsible and excludes liability for any event resulting in loss or injury, loss of life, illness, damage to property, equipment or possessions of customers and third parties caused by or involving Company equipment, property, infrastructure or the water supplied by the Company except in such cases as excluded by Law or where the Company is found to have been negligent.

#### Goods and Services Tax (GST)

Under the Goods and Services Tax (Jersey) Law 2007, where applicable, we are required to charge for and collect GST on the value of water supplied. GST is charged at the standard rate and is shown separately on the face of your bill.

#### Changes to terms and conditions

The Company may vary these terms and conditions from time to time and for whatever reason. The current version of the terms and conditions of supply shall be those that are available from the Company's website, [www.jerseywater.je](http://www.jerseywater.je).