Thank you for considering Business Stream for your water and waste water services. Enclosed are your contract and support documents.

**Important information**

Some of the key points to note are:

- Your total discount is X%. See the ‘charges’ section for more details.
- The contract and payment terms are in the first section.
- Terms and conditions in this supply contract supplement our standard terms and conditions, and in any areas where they conflict or are inconsistent, the supply contract will take precedence. Further details on our terms and conditions can be found at [www.business-stream.co.uk/about-us/governance-and-compliance/terms-and-conditions](http://www.business-stream.co.uk/about-us/governance-and-compliance/terms-and-conditions)
- An agreed list of your sites is in Appendix 1.
- If you’ve signed up for additional services the details are in Appendix 2.

**Your portfolio**

Please be aware of your obligations with regard to advising us of any move in or move out in respect of your site list. If you do not do so, and you have moved into a property, any discount will only be applied from the date we are informed with no backdating. If you have moved out of a property, and you fail to give us notice, you will be responsible for paying the charges until you give us notice or we become aware that another occupier has moved into the property.

**What to do next**

Please sign the two enclosed copies of the contract documentation and send both copies **recorded delivery** to Operational Support, Business Stream, 7 Lochside View, Edinburgh, EH12 9DH before **offer expiry date**.

When we get them we’ll countersign them both and send one of the originals back to you for your records.

We look forward to discussing how we can make water work harder for your organisation.
The Customer
Company / Business Name:

Contract Particulars
Contract Term
Commencement Date:
Initial End Date:
(see The Charges below)

Registered Office/Principal Place of Business:

Payment Provisions
Payment Terms:
Payment Method:
Billing Type:

Registered Number:

Premises: As detailed in Appendix 1

The Charges
Licensed services - Charges will be levied in accordance with the default retail tariffs as published annually by the Water Industry Commission for Scotland. Where there is no published default retail tariff, charges will be levied in accordance with the tariffs in Business Stream’s charging statement as published annually.

The total discount company name will receive from the default retail tariffs or the tariffs in Business Stream’s charging statement is [x%] of which discount for the Contract Term is [x%].

The Contract Term is extendable for one year from the Initial End Date. You must give us not less than 28 days’ notice before the Initial End Date stating whether or not you wish the Contract Term to be extended. If you do not give us this notice within the required time, the Contract Term will be automatically extended for one year.

Unlicensed services – applicable charges in respect of unlicensed services are set out in Appendix 2.

This Water and Waste Water Supply Contract (this "Contract") is open for acceptance by company name until offer expiry date, that is, it must be signed and returned to Business Stream along with a completed Direct Debit mandate, where this payment method has been agreed. This Contract shall not become legally binding between Business Stream and company name unless and until it has been signed on behalf of each party and, where appropriate, Business Stream is in receipt of the completed Direct Debit mandate.

This Contract sets out the terms and conditions under which Scottish Water Business Stream Limited, (company number SC 294924, registered office at 7 Lochside View, Edinburgh, EH12
9DH, trading as Business Stream) will supply licensed services as set out in “Licensed Services Description” below and will supply unlicensed services (where applicable) as detailed in Appendix 2 to COMPANY NAME at the premises detailed in Appendix 1.

The information contained in Appendix 2 is commercially sensitive and confidential to Business Stream. It must not be discussed with, or disclosed to, any third party for any purpose without Business Stream’s prior written consent except to the extent that the Customer considers on reasonable grounds that it is obliged to disclose such information pursuant to a request made under the Freedom of Information (Scotland) Act 2002 or the Environmental Information (Scotland) Regulations 2004. Where the Customer receives such a request the Customer agrees to use all reasonable efforts to notify Business Stream and allow Business Stream to make representations before determining whether the information should be disclosed or withheld.

Business Stream will supply these services under the terms of this Contract and of Business Stream’s standard terms and conditions for the supply of water and wastewater services. If there is any conflict or inconsistency between the provisions of this Contract and the standard terms and conditions, the provisions of this Contract shall take precedence.

Where Business Stream has supplied the services at a discount to the default retail tariffs or the tariffs in Business Stream’s charging statement in consideration of the contract term and/or payment terms and/or payment method and/or billing type and/or the provision of additional services, and this Contract is terminated (in whole or in part) prior to the specified End Date (being either the Initial End Date or one year after that date if the Contract Term is extended) by the Customer, or by Business Stream as a result of the Customer’s breach of this Contract, Business Stream shall be entitled to recover from the Customer the cumulative discount (if any) from the default retail tariffs or the tariffs in Business Stream’s charging statement that has been applied in consideration of the contract term from the Commencement Date to the date of termination in any case where the Contract Term is not extended, and from the Initial End Date to the date of termination in any case where the contract term is extended (but shall not be entitled to recover (i) any more than a maximum of 12 months’ of cumulative discount (if any) that has been applied in consideration of the contract term and (ii) any amounts from the Customer in respect of any of the other discounts referred to in this paragraph).

Unless otherwise agreed between Business Stream and the Customer, any supply of water and/or wastewater services after the date of termination of this Contract shall be subject to Business Stream’s standard terms and conditions.
If the Water Industry Commission for Scotland makes a Determination or takes any other regulatory action which impacts Business Stream such that the economic basis on which Business Stream offers licensed services on the terms set out in the Contract is adversely affected, Business Stream shall be entitled to amend the terms of this Contract at any time on or after the date on which any such Determination or other regulatory action takes effect so that Business Stream is put in the same economic position as it would have been had the impact not occurred. Business Stream shall give not less than one month’s notice in writing of any such amended terms. If the Customer does not wish to continue with this Contract on such amended terms, the Customer may terminate this Contract on giving not less than one month’s notice in writing to Business Stream. In the event of such termination, Business Stream shall have no right to recover from the Customer the cumulative discount (if any) from the default retail tariffs or the tariffs in Business Stream’s charging statement that has been applied in consideration of the contract term from the Commencement Date to the date of termination.

**Licensed Services Description**

Licensed Services supplied under this Contract:

**Water, Waste Water, Roads Drainage, Property Drainage, Trade Effluent, Taps and Troughs**

Licensed Services not supplied under this Contract:

**None**

Signature

on behalf of *company name*

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Date Tel

Signature

on behalf of *Scottish Water Business Stream Limited*

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