

SWW: BULK SUPPLY AGREEMENT

SPECIAL CONDITIONS (SEVENTH EDITION)

SWW Special Conditions to WaterUK General BSA (Seventh Edition Summer 2024)

BSA: _____

Draft prepared: _____

Execution version: _____

Definitions

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| <i>Appendix</i> | The appropriate appendix to this agreement which are attached to these Special Condition, namely: 1. Plan and Supply Point; 2. Operational Contact Details. |
| <i>Charging Date</i> | The date on which the Meter is read, (invoices to be sent out in the middle of the next month) to be notified from time to time by the <i>Water Company</i> . |
| <i>Contact Protocol</i> | the document issued by the <i>Water Company</i> to the <i>New Appointee</i> from time to time setting out the operational arrangements for the parties to work together in relation to operational matters. |
| <i>Development Limit</i> | _____ household properties and _____ non household properties. |
| <i>Maximum Demand</i> | _____m ³ per day, subject to an annual maximum of _____m ³ per annum aggregated across the supply points. |
| <i>Maximum Rate of Flow</i> | _____ litres per second at peak demand aggregated across the supply points. |
| <i>New Appointee</i> | Company Name _____ Registered office address _____ _____ Company number _____ |
| <i>Plan</i> | The plan(s) shown at Appendix 1. |
| <i>Reporting Date</i> | In each year first day of each quarter (1 January, 1 April, 1 July, 1 October) unless otherwise notified from time to time by the <i>Water Company</i> . |
| <i>Site</i> | _____ as shown edged _____ on the Plan. |

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| <i>Supply Point</i> | The supply points marked "X" on the Plan being the points where the Water Company will supply water to the New Appointee under this Agreement. |
| <i>Water Company</i> | South West Water Limited (also trading as Bristol Water or Bournemouth Water from time to time) with Company Number 02366665 and Registered address at Peninsula House, Rydon Lane, Exeter EX1 7HR. |
| <i>Water Protocol</i> | <i>Quality</i> The document issued by the Water Company to the New Appointee from time to time setting out the arrangements in respect of water quality. |

Application of General Conditions

This agreement incorporates Part I (Core Clauses) of the Water UK Bulk Supply Agreement General Conditions (First Edition) with the amendments set out in special condition S below (if any)

It also incorporates the following clauses comprised within Part II (Optional Clauses) of the Water UK Bulk Supply Agreement General Conditions (First Edition): C, E, F and G.

S: Special Conditions

The following Special Conditions apply to this agreement. For ease of reference, these are numbered in line with the underlying General Condition to which the Special Condition relates. Unless otherwise stated, a Special Condition relates to a clause in Part I of the General Conditions.

In accordance with General Condition Part I clause 1.5, in the case of any inconsistency between Part I of the General Conditions and the Special Conditions, the latter shall prevail in construing this agreement.

S1: Special Conditions for General clause

S1.1 The following clauses are added at the end of clause 1.5:

- 1.6. At the date of this agreement, the *New Appointee* does not yet hold an *Appointment*.
- 1.7. The *New Appointee* shall notify the *Water Company* in writing when it has been granted its *Appointment*.
- 1.8. Prior to the grant of the *Appointment*:

- 1.8.1. clauses 1, 2, 3 and 10 to 30 of General Conditions and clauses S1, S2, S3, S3A, S9 to S18 of the Special Conditions of this agreement shall come into effect and shall apply to the parties from the *Commencement Date*;
- 1.8.2. subject to clause S1.9, clauses 4 to 9 of the General Conditions and clauses S4 to S8 of the Special Conditions of this agreement shall come into effect and shall apply to the parties from the date of the notice under clause S1.7; and,
- 1.8.3. the *Water Company* shall provide reasonable assistance to the *New Appointee*, where requested in writing, if the *New Appointee* needs information relating to the *Water Company's* Supply Network or the arrangements contemplated in this agreement to provide to the Authority as part of its application for its *Appointment*.
- 1.9. Prior to the grant of the *Appointment*, the *New Appointee* may by written notice request that the *Water Company* constructs any necessary Network Re-inforcements in accordance with clause 3A.1. The *Water Company* acting reasonably, may accept the request by written notice in which case *New Appointee* shall indemnify the *Water Company* in respect of all reasonable costs, expenses and liabilities incurred by the *Water Company* in constructing the Network Re-inforcements in accordance with clause 3A.1 whether or not *New Appointee* is granted an *Appointment*, provided that if *New Appointee* is not appointed and the *Water Company* is subsequently able to recover any such costs, expenses and liabilities from a third party then the *Water Company* shall repay to the *Appointee* such costs, expenses and liabilities from the third party when and to the extent that these are received by the *Water Company*.
- 1.10 The *Water Company* may in its absolute discretion terminate this Agreement in the event that *New Appointee* has not been granted an *Appointment* within 6 months of the *Commencement Date* or if the *New Appointee* serves written notice on the *Water Company* that it no longer intends to apply for an *Appointment*. The provisions of clause 15 shall apply to termination under this clause.

S2: Special Conditions for Acknowledgements clause

S2.1 The following clauses are added after clause 2.2:

2.3. The parties acknowledge that:

2.3.1. The *New Appointee* and the *Water Company* have duties under the Relevant Legislation in respect of *New Appointee's* Distribution Network and *Water Company's* Distribution Network, respectively; and,

2.3.2. the Connection and Supply contemplated by this agreement, will create a physical and functional link from *New Appointee's* Distribution Network to *Water Company's* Distribution Network.

2.4. The *Water Company* and the *New Appointee* each commit to a general obligation to perform their respective obligations under this agreement and to operate their respective Distribution Network to the standard of a *Reasonable and Prudent Operator*.

S3: Special Conditions for Definitions and Interpretation clause

S3.1 The term "Charges" is amended in order to include the additional terms "Infrastructure Charge" and "Connection Charge" and to correct the cross-reference error:

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| <i>Charges</i> | any sum or charge by the <i>Water Company</i> to the <i>New Appointee</i> comprised within the NAV Charging Arrangements, the <i>Infrastructure Charge</i> and the <i>Connection Charge</i> or, in the event of a Material Change, such Charges as are re-negotiated or determined in accordance with clause 10.10 or 16 below. |
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S3.2 The following additional terms shall have the meanings set out below:

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| <i>Appointment</i> | the licence and appointment of a water undertaker by Ofwat to the Site pursuant to section 7 of the Act. |
| <i>Commencement Date</i> | the date of this Agreement. |
| <i>Connection Charge</i> | The <i>Water Company's</i> charge for the Connection being either: (a) the <i>Water Company's</i> charge for making the Connection if the Connection is to be made by the <i>Water Company</i> ; or, |

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| | <p>(b) the <i>Water Company's</i> charge for checking the Connection if the Connection is to be made by the <i>New Appointee</i>;</p> <p>and in either case as specified in the relevant document of the NAV Charging Arrangements which is in force at the point at which the NAV applies for the Connection or, to the extent that such charge is not so specified, then being such reasonable charge is as agreed in advance between the parties.</p> |
| <i>Consequential Loss</i> | any economic loss, loss of income, loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill and any indirect, special or consequential loss, provided that any amount which a statutory undertaker is required to pay under Relevant Legislation is not a Consequential Loss. |
| <i>Environment</i> | the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media but excluding the Water Company's Supply Network and the New Appointee's Supply Network. |
| <i>Indemnified Party</i> | has the meaning given in clause 11.5 as amended by Special Condition 11. |
| <i>Indemnifying Party</i> | has the meaning given in clause 11.5 as amended by Special Condition 11. |
| <i>Infrastructure Charge</i> | a charge, in accordance with section 146(2) of the Act for the indirect connection to the Water Company's Supply Network (via the New Appointee's Supply Network) of premises for the supply of domestic water at premises which have never at any previous time been connected to the Water Company's Supply Network, as specified in the relevant document of the NAV Charging Arrangements which is in force at the point at which the <i>New Appointee</i> applies for the Connection or, to the extent that such charge is not |

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| | so specified, then being such reasonable charge is as agreed in advance between the parties. |
| <i>Reasonable and Prudent Operator</i> | a person seeking in good faith to perform its contractual obligations in accordance with all <i>Relevant Legislation</i> , exercising that degree of care, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under similar circumstances. |
| <i>Relevant Authority and Relevant Authorities</i> | the Authority, the Environment Agency, the Drinking Water Inspectorate, the Health and Safety Executive, or any other competent regulatory authority for the purposes of the <i>Relevant Legislation</i> . |
| <i>Relevant Legislation</i> | (a) all relevant licences, consents, permissions that are binding on a party (including a party's Instrument of Appointment); (b) the primary legislation of the UK Parliament and any secondary legislation made thereunder which applies to the Supply; and (c) any binding order, decision, determination, direction, policy or guidance of a <i>Relevant Authority</i> which applies generally or specifically to the parties or to the subject matter of this agreement. |
| <i>Supply Network</i> | New Appointee's Distribution Network or the Water Company's Distribution Network, as the context requires, and "Supply Networks" shall mean both New Appointee's Distribution Network and the Water Company's Distribution Network. |
| <i>Supply Services</i> | Services to provide the Supply provided by the <i>Water Company</i> to the <i>New Appointee</i> under this agreement. |

S3.3 The following clauses are added after clause 3.8:

- 3.9. A reference to the *Charging Rules*, *NAV Charging Arrangements*, *Contact Protocol*, *Water Quality Protocol* and other documents is a reference to that document as issued and published from time to time, unless otherwise stated.

- 3.10. Any obligation on a party not to do something includes an obligation not to allow, acting as a *Reasonable and Prudent Operator*, that thing to be done.
- 3.11. Except where a notice is given under clause 9 or in accordance with the *Contact Protocol*, any notice required under this agreement shall be sent and received in accordance with clause 19.

S3A: Special Conditions after clause 3

S3.1 The following clause is added after clause 3 as clause 3A:

3A Off-Site Network Re-inforcements and Connection to Supply Point

- 3A.1. Subject to the *New Appointee* paying any *Connection Charge* in accordance with clause 3A.5, the *Water Company* undertakes to construct any Network Re-inforcements in order that the *Water Company* can make the Supply at the Discharge Point.
- 3A.2. Following confirmation by the *Water Company* of completion of the Network Re-inforcements, the *New Appointee* may serve written notice on the *Water Company* of its intention to make the Connection, in which case:
 - 3A.2.1. The *Water Company* may within 5 Working Days notify the *New Appointee* of its intention to make the Connection itself; or
 - 3A.2.2. The *Water Company* may within 5 Working Days notify the *New Appointee* that it refuses to permit the Connection if it appears to the *Water Company*, acting reasonably, that the mode of construction or condition of fittings to be connected does not satisfy the standards reasonably required by the *Water Company* or is such that the making of the Connection would be prejudicial to the *Water Company's* Supply Network. If the *Water Company* serves a notice under this clause 3A.2.2, the parties shall meet as soon as possible to resolve the issue and clause 23 shall apply to any dispute; or
 - 3A.2.3. if the *Water Company* does not serve notice under sub-clauses 3A.2.1 or 3A.2.2 then the *New Appointee* shall serve a further notice giving the *Water Company* 5 Working Days' notice of the date when the Connection will be made by the *New Appointee* and afford the *Water Company* all reasonable facilities so as to allow the *Water Company* to inspect the making of the Connection.
- 3A.3. Subject to clauses 3A.1, 3A.2 and 3A.4 the *New Appointee* may make the Connection in accordance with the notice served under

sub-clause 3A.2.3 and shall then be entitled to request the Supply subject to the terms of this agreement.

- 3A.4. The *Water Company* shall submit an invoice for the applicable Charges for the Connection prior to starting the Reinforcement Works and such invoice will be payable by the *New Appointee* in accordance with clause 10.7 prior to the commencement of such Reinforcement Works.

S4: Special Conditions for Management of Demand

S4.4: The wording in clause 4.4 is deleted and replaced by the following:

- 4.4 If the water taken by the *New Appointee* at the *Supply Point* as a volume exceeds the *Maximum Demand* per day or per annum or supplies properties exceeding the *Development Limit*, the *New Appointee* shall pay to the *Water Company* an Additional Capital Contribution as reasonably determined by the *Water Company* towards any further Network Re-inforcements or Local Off-Site Mains that the *Water Company* considers are required to the *Water Company's* Distribution Network as a consequence.

S4.6: The following clauses are added after clause 4.5 as a clause 4.6 and 4.7:

- 4.6 Where requested by the *Water Company* the parties shall hold an annual consumption meeting and the *New Appointee* shall provide consumption data for the Site during the previous year and such other data as the *Water Company* may reasonably request for the purpose of assessing the consumption at the Site and the impact on the *Water Company's* Distribution Network.
- 4.7 The *New Appointee* and the *Water Company* acknowledge that the *Maximum Demand* and *Maximum Rate of Flow* may be difficult to calculate accurately at the point of entering into this agreement due to limited information from the developer. The *Water Company* may, acting as a *Reasonable and Prudent Operator*, make changes to the *Maximum Demand* and *Maximum Rate of Flow* as further information about the Site or usage at the Site becomes available or in line with advice from the Authority or the *Water Company's* Water Resources Management Plan.

S7: Special Conditions for Measurement of consumption

S7.4: The wording in clause 7.4 is deleted and replaced with the following wording:

- 7.4. Subject to clause 10, such Meter shall be used by the Water Company for monitoring the *Maximum Demand*, *Maximum Rate of Flow* and for charging purposes. Accordingly, it shall use reasonable endeavours to take a reading of the Meter on a regular basis.

S9: Special Conditions for Planned and Un-planned Works, Emergencies and other incidents clause

S9.1 The wording in clause 9.1 is deleted and replaced with the following clause:

- 9.1. For the purposes of keeping each other informed about operational matters affecting the *Distribution Networks* and the Supply, the *Water Company* shall provide to the *New Appointee* a copy of the *Contact Protocol* from time to time and the *New Appointee* shall provide to *Water Company*, and shall update as reasonably required by the *Water Company*, the contact information requested in the *Contact Protocol*. The *Water Company* and the *New Appointee* shall use reasonable endeavours to comply with the requirements of the *Contact Protocol* for the purposes of informing the other party about planned and un-planned works, emergencies and other incidents in accordance with this clause.

S10: Special Conditions for Charging and Payment clause

S10.1 The wording in clause 10.1 is deleted and replaced with the following clause:

- 10.1. The *New Appointee* shall inform the *Water Company* at the end of each month of the addresses of properties, including indication whether each are Household or Non Household customers connected to the *New Appointee's* Distribution Network during that month and, if relevant for the purposes of calculating the Relevant Multiplier, the number and type of water fittings, and the *Water Company* shall calculate the *Infrastructure Charge* consequent upon such connections and shall issue an invoice, or periodic invoices, to the *New Appointee*.

S10.14 The wording in clause 10.14 is deleted.

S10A: Special Conditions after clause 10

S10A.1 The following clause is added after clause 10 as clause 10A:

10A Contribution under the Water Industry (Financial Assistance) Act 2012 and section 154A of the Act

- 10A.1. Subject to clause 10A.4, if the customers of the *New Appointee* at the Site are eligible for a contribution under the Water Industry (Financial Assistance) Act 2012 and section 154A of the Act then the *Water Company* shall advise the *New Appointee* of the information that the *Water Company* requires to process the contribution, and the deadlines for providing the information, and *New Appointee* shall provide such information accordingly.
- 10A.2. Where the *New Appointee* has provided the required information under clause 10A.1 then the *Water Company* shall apply the contribution by way of a deduction to the charges.
- 10A.3. The New Appointee shall pass any contribution provided under clause 10A.2. to its customers as a deduction to their water bills and shall explain in the water bills the nature of the contribution to ensure its customers understand that the deduction is the result of the Water Industry (Financial Assistance) Act 2012 and section 154A of the Act.
- 10A.4. The Water Company may require the New Appointee to enter into a further agreement, or a variation to this agreement if, acting reasonably, it considers that this would assist the Water Company in administering contributions under the Water Industry (Financial Assistance) Act 2012 and section 154A of the Act.
- 10A.5. Nothing in this agreement gives rise to a right or entitlement for the New Appointee, or its customers, to benefit from the Water Industry (Financial Assistance) Act 2012 and section 154A of the Act or to any contribution or deduction from the Water Company and the New Appointee acknowledges that the Water Company will only process a contribution where the entitlement arises under the Water Industry (Financial Assistance) Act 2012 and section 154A of the Act.

S11: Special Conditions for Liability clause

S11.1 The wording in clauses 11.1 to 11.11 is deleted and replaced by the following clauses:

- 11.1. Nothing in this agreement shall:
 - 11.1.1. limit or exclude a party's liability for:
 - 11.1.1.1. death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - 11.1.1.2. fraud or fraudulent misrepresentation;
 - 11.1.1.3. any other liability which cannot be limited or excluded by law;
 - 11.1.2. affect any of the rights, powers, duties and obligations of either party under or by virtue of the Act or any Relevant Legislation.
- 11.2. Subject to clause 11.1, neither party shall be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this agreement for any Consequential Loss.
- 11.3 This agreement (including this clause 11) shall be without prejudice to any liability which may arise under any standards of performance which may apply at any time under any statute, statutory provision, enactment, order, regulation, guidance, code of practice.
- 11.4. Subject to clause 11.1, each party's total liability under this agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this agreement, excluding the *New Appointee's* obligation to pay Charges, shall be limited to five-million pounds (£5,000,000) in any one calendar year for any incidents or series of incidents, whether related or unrelated in that calendar year.
- 11.5. Subject to clause 11.1:
 - 11.5.1. The *Water Company* shall not be under any liability to the *New Appointee* for loss or damage including *Consequential Loss* arising from or in the course of or due whether directly or indirectly or in whole or in part to the provision of the Supply except to the extent that such act or omission is unlawful or

negligent or is in breach of an express provision of this agreement;

11.5.2. the *Water Company* shall not be liable for any interruption, suspension or reduction in *Supply Services* where the interruption, suspension or reduction occurs in accordance with this agreement or as a result of an Emergency or a Force Majeure Event;

11.6. Subject to clauses 11.2 and 11.3, a Party (the "*Indemnifying Party*") shall indemnify the other Party ("*Indemnified Party*") for material losses, in accordance with clauses 11.6, 11.9 and 11.10, incurred by the *Indemnified Party* resulting from:

11.6.1. back flow affecting the *Supply Network* of the *Indemnified Party*,

11.6.2. siphonage affecting the *Supply Network* of the *Indemnified Party*,

11.6.3. damage to third party property,

11.6.4. water quality failures affecting the *Indemnified Party* or a third party,

11.6.5. pollution or contamination of the *Environment* (in respect of which such material losses shall include costs of investigation, clean-up, remediation and fines, penalties or undertakings consequent upon enforcement by the *Relevant Authorities*),

11.6.6. illegal connections to the *Supply Network* of the *Indemnifying Party*,

11.6.7. connections by the *Indemnifying Party* to the *Supply Network* of the *Indemnified Party* without the consent of the *Indemnified Party*,

11.6.8. blockages to the *Distribution Network* of the *Indemnified Party*,

11.6.9. damage to the *Distribution Network* of the *Indemnified Party*,

arising from any failure on the part of the *Indemnifying Party* to act as a *Reasonable and Prudent Operator*.

11.7. Any loss incurred in relation to an individual incident or series of connected incidents exceeding £5,000 shall be considered to be a material loss within the meaning of clause 11.5.

11.8. Either party may refer acts or omissions that constitute breaches of this agreement to the Authority or other *Relevant Authority* for the purpose of enforcement of the Relevant Legislation in respect

of such acts or omissions or for determination by the Authority in accordance with section 110A of the Act.

- 11.9. Where either party becomes aware of any incident, claim, dispute or proceedings which it reasonably expects may lead to a liability to the other party under this agreement, it shall notify the other party as soon as reasonably practicable and shall provide such information as the other party may reasonably require and shall consult with the other party as to the conduct of such claim, dispute or proceedings.
- 11.10. Any liability under this agreement on the part of either party shall be reduced to the extent that the other party has itself (or through its employees, agents and contractors) caused or contributed to the same.
- 11.11. Notwithstanding the provisions of clause 4.1 and this clause 11, where the *New Appointee* makes any payment to any of its customers under the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 then to the extent that the *New Appointee* was obliged to make such payments were caused by the *Water Company's* failure to supply water in accordance with clause 4.1, the *Water Company* shall reimburse the *New Appointee* by way of a credit dealt with in accordance with clause 10.4.
- 11.12. Each party shall use all reasonable endeavours to mitigate its losses.
- 11.13. Save as otherwise expressly provided in this agreement, this clause 11 shall override any other provision in this agreement.
- 11.14. Each party hereby acknowledges and agrees that the provisions of this clause 11 are fair and reasonable having regard to the circumstances as at the date of this agreement.
- 11.15. This clause 11 shall survive termination of this agreement.

S12: Special Conditions for Force Majeure clause

S12.1. The wording in clause 12 is deleted and replaced by the following clauses:

- 12.1. Subject to clause 12.4 and provided it has complied with clause 12.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, the party affected shall not be in breach of this

agreement or otherwise liable for any such failure or delay and the time for performance shall be extended accordingly.

- 12.2. Subject to clause 12.4, the corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the party affected by the Force Majeure Event.
- 12.3. The Party affected shall:
 - 12.3.1. as soon as reasonably practicable notify the other party in writing of the Force Majeure Event, its likely duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations; and,
 - 12.3.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 12.4. Clauses 12.1 and 12.2 shall not apply to any obligation to pay under this agreement and such obligations shall continue in force during any Force Majeure Event.

S13: Special Conditions for Provision of Information clause

S13.1. The wording "and Provision of Information" is added to the end of clause heading for clause 13.

S13.6. The following clauses are added after clause 13.5 as clauses 13.6 to 13.12.

- 13.6. A party may by notice to the other party request that the other party supplies to it any data or information relating to the other party's business that may be required in order for the party to comply with any reporting obligations arising under *Relevant Legislation*, or in order for the party to comply with this Agreement, and, upon receiving the request, the other party shall supply such data or information to the party as soon as reasonably practicable, subject to clause 13.8 below.
- 13.7. The reporting obligations referred to in clause 13.6 shall include, but not be limited to:
 - 13.7.1. Population equivalent reports;
 - 13.7.2. Dangerous substances reports; and
 - 13.7.3. Pollution inventory reports.
- 13.8. The right to request and obligation to provide data or information in clause 13.6 shall not apply to the following data or information:

- 13.8.1. information or data that is protected by legal privilege;
 - 13.8.2. information or data that the party which receives the request would not disclose under the Environment Information Regulations 2004, for example because the information or data is commercially sensitive;
 - 13.8.3. information or data that is not reasonably related to this agreement;
 - 13.8.4. information or data in relation to meter readings of individual premises used to calculate charges for water supplied to those premises;
- provided that the providing party may nevertheless choose to supply the data or information to the requesting party subject to such additional requirements as that party may specify.
- 13.9 Where the *Water Company* is providing wastewater services to customers of the Site, the *New Appointee* shall share meter readings under the terms of an agreement in accordance with section 205 of the Act to enable the *Water Company* to bill its customers on the *Site* for the provision of wastewater services based on the *New Appointee's* meter readings.
 - 13.10. Where requested by the *New Appointee*, the *Water Company* shall separately provide meter reading services for the reading of meters at the *Site* under the terms of the *Water Company's* commercial meter reading agreement.
 - 13.11. A party may by notice to the other party request that the other party supplies to it any data produced by loggers or telemetry connected to the Meter, and, upon receiving the request, the other party shall supply such data or information to the party as soon as is reasonably practicable.
 - 13.12 The party shall indemnify the other party in respect of all reasonable costs and expenses incurred by the other party in complying with clauses 13.11.

S15: Special Conditions for Term clause

- S15.1 The following wording is added at the end of clause 14.5.1. before the semicolon:

"and the *New Appointee* hereby grants to the *Water Company* a licence for the *Water Company* and its employees, contractors and agents to access the *New Appointee's* Distribution Network to carry out such steps"

S16: Special Conditions for Change Management clause

S16.1. The first word of clause 16.1 is deleted and replaced with the following wording:

“Subject always to clause 16.10, where”

S16.2. A new clause 16.10. is added after clause 16.9:

16.10. Without prejudice to any other provisions of this agreement, where the *Water Company* considers, acting in good faith, that urgent changes to this agreement are necessary to maintain *Water Company's* compliance with the *Relevant Legislation* because of:

16.10.1. any changes to the *Relevant Legislation*;

16.10.2. any variation or modification of the environmental permit or extraction consent granted to it by a *Relevant Authority*;

16.10.3. any changes to the *Water Company's* policies in respect of drinking water from the *Water Company's* Distribution Network;

16.10.4. any review by the *Water Company* or a *Relevant Authority* of the *Water Company's* Distribution Network;

then the *Water Company* shall notify the *New Appointee* in writing of the necessary urgent changes provided that such changes shall not alter the substantive purpose and commercial arrangements set out in this agreement. The urgent necessary changes shall take effect as a binding variation to this agreement 14 Working Days after receipt of the notice. Any dispute in relation to a variation under this clause 16.10 shall be resolved under the provisions of clause 22 and such variation shall remain in force until the dispute is settled or determined, as the case may be.

S19: Special Conditions for Notices clause

S19.1. Clause 19 shall not apply to or otherwise affect any communications or notices which are provided for in the *Contact Protocol*.

S19.2. Notices shall not be sent by fax.

SE: Special Conditions for Security Clause

SE.1. The wording at clause E1 is deleted and replaced with the following wording:

“If requested by the *Water Company* on giving not less than six months’ notice in writing, the *New Appointee* shall provide an agreed form of

financial security or a guarantee from its ultimate holding company to guarantee the performance of the New Appointee's obligations under this Agreement. The financial security or guarantee shall be in the form and on such reasonable terms as may be directed by the *Water Company*."

SE.2. The first three words of clause E2 are deleted and replaced with the following wording:

"Where a guarantee or other agreed form of financial security"

SF: Special Conditions for Logger Data Sharing Clause

SF.1. The wording at clause F1 is deleted and replaced with the following:

Where a logger forms part of the Meter, the *Water Company* will provide to the *New Appointee* data from the logger forming part of the Meter in such form, on such terms and at such times as may be from time to time be agreed between them.



Signed by:

Water Company: South West Water Limited

Signature:

Name: Iain McGuffog

Position: Director of Strategy and Regulation

Date:

New Appointee: _____

Signature:

Name:

Position:

Date:

SWW Special Conditions to WaterUK General BSA (Seventh Edition Summer 2024)
BSA: _____



APPENDIX 1

Plans showing *Site* and *Supply Point*