

**TERMS AND CONDITIONS FOR THE DISCONNECTION OF A SERVICE PIPE - DOMESTIC PREMISES. DATE: 25 May 2018**

The contract (the "**Contract**") is made when Wales & West Utilities Ltd ("**We/Us**") receive (i) a request from the customer ("**You/Your**") for the disconnection of a service pipe installation and quote for the works from Us (the "**Quotation**") and (ii) payment in full for the Works (as defined below) (together the "**Acceptance**"). The Contract consists of the Quotation, the Acceptance and the following terms and conditions.

**1. THE WORKS**

- 1.1 We will carry out the following works (as necessary) (the "**Works**");
- (a) disconnect the service pipe to the premises specified in the Quotation (the "**Premises**");
  - (b) the permanent reinstatement of drives, paths and other surfaces disturbed during the Works;
  - (c) carry out any other works included in the Quotation; and/or
  - (d) supply all necessary materials for these Works.
- 1.2 Where variations to the Works are required Clauses 6.1 and 7.2 will apply.

**2. EXCLUSIONS**

- 2.1 The following activities are not included in the Works:
- (a) the matching of any permanent reinstatement of drives, paths and other surfaces to the existing surface, colour or materials;
  - (b) the reinstatement of fences, walls, landscaping, drainage or special surface finishes of any kind
  - (c) the lifting of carpets, floorboards or chasing out of walls or floors and the like; and
  - (d) the making good of plasterwork, cosmetic surfaces, decorative finishes and the like, other than damage caused by negligent or defective workmanship which damage We will make good at no additional cost to You.

**3. LIABILITIES**

- 3.1 We do not seek to exclude or limit our liability if something We do negligently causes death or personal injury.
- 3.2 For the avoidance of doubt nothing in these terms and conditions affects Your statutory rights.
- 3.3 In respect of all other loss or damage other than death personal injury or damage to property suffered by You under this Contract, where the cause of the loss or damage is our fault or negligence our liability shall not be more than the amount You have paid Us under Clause 7.1 less any amount paid by Us to You under the compensation scheme relating to our Standards of Service as that apply from time to time, or in relation to damage to property only, a maximum of one million pounds (£1,000,000).
- 3.4 Under no circumstances do We accept liability for business loss (which includes by way of example only loss of contracts, loss of profits, loss of revenue, or loss of anticipated savings in expenditure or increased, costs of work) as a result of our breach of the Contract or our negligence.

**4. TIME SCALES**

- 4.1 We will:
- (a) begin works as agreed with You, once We receive a valid Acceptance and payment in full;
  - (b) We may not be able to start works until relevant notices that We are required to give to the Highway Authority or other third parties have been given;
  - (c) normally carry out the works between the hours of 08.00 and 17.00 on our normal working days. Where works are those described in Clauses 1.1 (b) or (c) the works may be carried out up to 20.00 hours our normal working days; and
  - (d) having started the Works, complete the Works without undue delay (normally within 2 working days) unless delayed or prevented from doing so by events or circumstances beyond our control when We will be entitled to either reasonable additional time or in severe circumstances to terminate the Contract, and if We terminate the Contract under this Clause 4.1(d), We will refund the Customer all payments made by You under this Contract less reasonable costs incurred.

**5. INFORMATION AND ACCESS**

- 5.1 You shall:
- (a) provide accurate information in the Quotation;
  - (b) obtain any necessary consents for Us to access land or property not belonging to You (other than public highways). Before We start the works, You must provide Us with a copy of evidence of the necessary consents; and
  - (c) provide access as necessary to the Premises and adjacent property and the area for the Works.
- 5.2 We will assume that, unless the Quotation states otherwise, the Premises does not form part of multi-storey property e.g. apartments;
- 5.3 When We arrive at the Premises, We will carry out an inspection to confirm, so far as practicable, that the assumptions set out in Clause 5.2 and the information provided by You in the Quotation are correct before carrying out the Works. If the information or any one or more of the assumptions are not correct, and You did not draw this to our attention at the time of placing the Quotation, then We will be entitled to terminate the Contract immediately and will refund to You any part of the payment made which has not been reasonably incurred by Us in relation to the Works at the time of termination.
- 5.4 In the event that You fail to comply with any part of Clause 5.1 then We shall be entitled to terminate should We delay first rather than just terminate the Contract immediately and will refund to You any part of the payment made which has not been reasonably incurred by Us in relation to the Works at the time of termination.

**6. VARIATIONS**

- 6.1 If following a site visit (if We think one is necessary) or an inspection mentioned in Clause 5.3, We consider that changes are required to the Works and/or the price of the Works as set out in the Quotation, such changes shall be deemed to be Additional Work and clause 7.2 shall apply.

## **7. PAYMENT**

7.1 You shall make payment (including VAT when applicable) in full with the Acceptance.

7.2 In the event that additional work is necessary to complete the Works ("**Additional Work**") either due to:

- (a) an event which could not reasonably be expected to have happened;
- (b) You altering the requirements that You originally set out in the Quotation; or in the Acceptance; or
- (c) You provided incorrect or incomplete information then We shall be entitled to make additional charges ("**Additional Charges**") to You in respect of the Additional Work. We will explain to You the purpose and content of the Additional Works. We will agree the Additional Charges with You before the Additional Work is carried out but will still remain responsible to You for carrying out the Works. The Additional Charges will be the additional cost to Us (plus VAT where applicable) incurred as a result of carrying out the Additional Work. You must make payment for the Additional Charges within 30 days of the date of the invoice. If You fail to agree to the Additional Charges, We shall not be obliged to carry out the Additional Work, nor complete the Works, and You shall be deemed to have terminated the Contract. The provisions of clause 9.1 below shall then apply.

## **8. DATA PROTECTION**

8.1 In this clause "**Data Protection Legislation**" means the Data Protection Act 2018 (as amended), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), and all other data protection laws, regulations, codes of practice and statutory instruments as may be in force in the United Kingdom from time to time including, from 25 May 2018, the General Data Protection Regulation.

8.2 To the extent that We are acting as a Data Controller and/or Data Processor (as defined in Data Protection Legislation) We will comply with all applicable requirements of the Data Protection Legislation.

8.3 When processing Personal Data (as defined in Data Protection Legislation) We shall have in place appropriate technical and organisational measures to protect such Personal Data processed by Us against unauthorised or unlawful processing and against accidental loss, destruction, or damage.

8.4 When processing Personal Data We will do so solely in order to meet its obligations under this Contract.

8.5 If we engage a sub-contractor to complete any Works under this contract we shall impose obligations on the sub-contractor that are substantially the same as the obligations imposed on Us under Clause 8.3 and 8.4.

8.6 Any Personal Data that We be processed in accordance with our Privacy Notice which can be found at [www.wuutilities.co.uk/Legal](http://www.wuutilities.co.uk/Legal).

## **9. TERMINATION**

9.1 You may terminate this Contract at any time by giving at least one full working days notice but must pay to Us all costs (including VAT when applicable) reasonably to be expected to be incurred by Us the point of termination up to or as a result of Your termination, except where the Contract is terminated because of our breach of the Contract.

9.2 We may terminate the Contract immediately if the information given by You is incorrect and significantly affects the Quotation. We will refund to You any part of the payment made which has not been spent or committed on to the Works at the time of termination.

9.3 We may terminate the Contract for the reasons set out in Clauses 4.1 (d) or 5.3.

9.4 We may terminate by giving five (5) working days notice in writing if Substantial Completion of all the Works (including those of the Works comprised in Stages (which have not commenced) has not occurred within two hundred and forty (240) calendar days (or such longer period we both agree in writing) of the date of the Quotation. We will refund to You any part of the payment made which has not been spent or committed in relation to the Works at the time of termination.

## **10. USE OF CONTRACTORS**

10.1 We may sub-contract the whole or any part of the Works but will still remain responsible to You for the carrying out of the Works.

## **11. WARRANTY**

11.1 We guarantee that the Works will be fit for their purpose.

## **12. CONFLICT, NOTICES AND JURISDICTION**

12.1 If there is or appears to be any conflict or ambiguity between the Quotation and these terms and conditions, the Quotation will take precedence.

12.2 Any notice must be served by prepaid post or fax on Us or You at the relevant address shown on the Quotation.

12.3 The Contract is governed by the laws of England and Wales and may be sued on only in the English or Welsh Courts.

## **13. SEVERENCE AND SURVIVAL**

13.1 If any part of this Contract is or becomes invalid, unenforceable or illegal or is declared so by a court this shall not affect the remaining parts of this Contract which shall continue to be fully effective. Any provisions of this Contract that by their nature or from their context are intended to continue after the termination of this Contract shall do so.