

Terms and Conditions

1. Definitions

In these terms and conditions the following expressions shall (where the context so admits) have the following meanings:

"Anglian Water Services" shall mean Anglian Water Services Limited whose registered office is at Anglian House, Ambury Road, Huntingdon, Cambs, PE29 3NZ

"Conditions" means these terms and conditions.

"Customer" shall mean the company, firm or person identified as the Applicant in Section 1 of the Data Logger Application form.

"Equipment" means the logger provided and owned by the Customer.

"Ancillary Equipment" means any equipment, such as, but not limited to, splitter cables, dual connection pulse units, that maybe required to enable the connection of Equipment to the water meter detailed in the Data Logger Application Form..

"Site" means the premises stated in Section 2 of the Data Logger Application Form.

"Work" means the action of connecting or disconnecting equipment.

2. Connecting or Disconnecting Equipment

2.1 The Customer must notify Anglian Water Services a minimum of 5 working days in advance of the anticipated start date of the Work providing the details of the proposed Work. Including the details of the Contractors to be used and the Equipment to be connected or disconnected by completing the details in the Data Logger Application Form.

2.2 The Customer can only start Work once Anglian Water Services has given written approval to do so.

2.3 All work is carried out at the Customer's cost and risk.

2.4 If Anglian Water Services suffers or incurs any losses to the supply system, which is caused by the Equipment, the Customer shall indemnify Anglian Water Services in respect of such losses provided that such losses were directly caused by the Equipment, such losses were reasonably foreseeable when the Equipment was installed and Anglian Water made reasonable endeavours to mitigate the losses.

2.5 The Customer shall ensure that the Equipment does not interfere with any Anglian Water Services apparatus at the Site (for example, but not limited to, Loggers telemetry connections, outreaders, etc) either currently installed or that may be installed in the future. The Customer will be responsible for any costs associated with such interference and any remedial work required.

2.6 Work which requires the dismantling of the water meter or associated Anglian Water Services apparatus or the installation of Ancillary Equipment to enable the connection of the Equipment shall only be undertaken by contractors who have had prior written approval to undertake the Work from Anglian Water Services. The cost of such work and any resultant Ancillary Equipment

installed shall be borne by the Customer.

2.7 All Ancillary Equipment shall become the property of Anglian Water Services following installation at the Site.

2.8 Anglian Water Services reserves the right to inspect and oversee the installation and removal of Equipment and/or Ancillary Equipment. The costs for such visits will be borne by the Customer.

2.9 Any modifications to the Site required to enable the Works shall be carried out by Anglian Water Services and the cost for such modifications will be borne by the Customer. Modifications include but are not limited to: Meter Exchange, chamber or lid modification, change of meter location etc.

2.10 Anglian Water Services reserves the right to remove Equipment or Ancillary Equipment after giving reasonable notice to the Customer or immediately if such removal is necessary to carry out its statutory functions or in the event of an emergency.

2.11 The Customer acknowledges that there are specific health and safety risks associated with the Site and it is the Customer's responsibility to ensure that anyone carrying out the Work is appropriately qualified and competent. Anglian Water Services will not accept any liability relating to a) the Work, b) any damage to the Equipment by Anglian Water Services in carrying out its statutory functions or c) the accuracy of data gathered by the Equipment.

2.12 Anglian Water Services shall take no responsible for any logger down time or loss of data resulting from faulty Equipment or faulty Ancillary Equipment, or any repercussions relating to clause 2.9.

2.13 If at any point the Customer ceases activity at the Site or wishes to remove the Equipment they must seek permission from Anglian Water Services in writing to undertake the Work a minimum of 5 working days in advance of the anticipated start date of the Work. The Customer must remove the Equipment within 5 working days of receiving written consent from Anglian Water Services. After that time Anglian Water Services reserves the right to remove and destroy any Equipment belonging to the Customer.

3. Prices and payment

3.1 Prices for the provision of the Work must be agreed in writing before any work is to be carried out.

3.2 Anglian Water Services shall be entitled to invoice the Customer upon completion of the Work. Payment shall be made in Pounds Sterling within 21 days of the date of the invoice where chargeable. Value Added Tax and any other applicable taxes or duties shall be added to the invoices at the current rate or rates in force at the relevant times.

3.3 The Customer shall pay interest (whether before or after judgement) at a rate of 4% per annum above Barclays Bank Plc base rate in force from time to time from the due date for payment until actual payment.

