
Anglian Water Services Ltd

**Wholesale Meter Reading Data
Provision Service**

TABLE OF CONTENTS

Agreement	
Schedule 1	Specific Conditions of Contract
Schedule 2	Specification
Schedule 3	Pricing
Schedule 4	Service Levels
Schedule 5	Data Processing Schedule
Schedule 6	Key Contacts
Appendix A	Anglian Water Region
Appendix B	Example of Meter Reading Data File Format
Appendix C	Validation Codes

AGREEMENT

This Agreement is between:-

- (1) **Anglian Water Services Limited** (company number 02366656) whose registered address is at Lancaster House, Lancaster Way, Ermine Business Park, Huntingdon Cambs PE29 6XU ("**Anglian Water**" or "**AWS**"); and
- (2) , [REDACTED] a company incorporated in England and Wales (No.*****) whose registered office is at [REDACTED] ("**the Retailer**")

IT IS HEREBY AGREED AS FOLLOWS:

- 1 This Agreement shall commence on the Effective Date and shall continue until 31st March 2027 |
- 2 This Agreement is for the supply of physical meter reading services more particularly described in the Specification as may be ordered from time to time by the Retailer, in accordance with the provisions of this Agreement. For the avoidance of doubt this Agreement does not cover the provision of smart / automated meter readings (AMI data)
- 3 Save as expressly provided herein, neither party shall be bound by any variation to the terms of this Agreement unless expressly agreed in writing and signed by a duly authorised representative of each party.

Signed by a duly authorised Representative
for and on behalf of **Anglian Water**

Signed by a duly authorised Representative
for and on behalf of **the Retailer**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule 1 – Terms and Conditions

1. Definitions

- i. In this Agreement, the following terms shall have the following meaning:
- a) **“Agreement”** means the agreement for the provision of meter reading services to be provided by Anglian Water to which these Terms and Conditions are attached;
 - b) **“Anglian Water Region”** means the area operated by Anglian Water within which Anglian Water is the appointed water undertaker under the Water Industry Act 1991 and shown on the map attached at Appendix A;
 - c) **“Baseline Number of Meters”** means, as at the Effective Date, the number of meters requiring Planned Visits by Anglian Water in providing the Services hereunder;
 - d) **“Business Day”** means the period of 08:00 to 18:00 on any day other than a Saturday or Sunday, or Christmas Day, Good Friday or any day which is a bank holiday in England and Wales under the Banking and Financial Dealings Act 1971;
 - e) **“Central Market System”** means the central market system operated by the Market Operator;
 - f) **“Charges Scheme”** means the annual document published by Anglian Water for the period of 1st April to 31st March each year, made from time to time under Section 143 of the Water Industry Act 1991;
 - g) **‘Confidential Information’** means any information which is marked as “Confidential” or “Proprietary” or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure which may include ideas, concepts, trade secrets or knowledge of any other kind whether commercial, financial or technical;
 - h) **“Data Protection Legislation”** means all applicable data protection and privacy legislation, regulations and guidance including Regulation (EU) 2016/679 (the “General Data Protection Regulation” or “GDPR”) as adopted into English law under the European Union (Withdrawal) Act 2018, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2011 and any guidance or codes of practice issued by the European Data Protection Board or Information Commissioner from time to time (all as amended, updated or re-enacted from time to time);
 - i) **“Effective Date”** shall mean either (i) 1st April 2025 or (ii) 10 Business Days after the agreement has been signed by both parties, whichever is the later;
 - j) **“Force Majeure Event”** means, in relation to either party, an event or occurrence which could not be prevented or foreseen and which is beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, act of God, fire, explosion, flood, acts of terrorism, nuclear contamination or sonic boom, war, rebellion, riot, civil commotion, armed conflict, acts of Government or trade embargo, malicious damage, sabotage, official strike or similar official dispute (not confined to the employees, servants or agents of the affected party or its subcontractors), adverse weather conditions, epidemic, pandemic or shortage of fuel on a national level;
 - k) **“Licence”** means the licence held by the Retailer under the Water Industry Act 1991;
 - l) **“Market Operator”** means the company established to exercise certain central market functions in relation to the supply of water and waste water services to certain non household customers, currently being Market Operator Services Limited;
 - m) **“Meter Reads”** means the regular physical meter reading data measuring water consumption which Anglian Water will provide from time to time (and for the avoidance of doubt, shall exclude any smart / automated meter readings (AMI data));
 - n) **“Non Household Customer”** means a person who may be identified as either (i) the customer of the Retailer in accordance with the Wholesale-Retail Code or (ii) a Self Supply Retailer (as defined in the Wholesale Retail Code) who has a contract with the Retailer and provides a letter of authority in accordance with clause 1.2 of the Specification;

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- o) **“Planned Visits”** means the visits which are scheduled on a half yearly or monthly basis to obtain a Meter Read and excludes Unplanned Visits and Transfer Visits;
- p) **“Retailer Personal Data”** means Personal Data processed by Anglian Water on behalf of Retailer
- q) **“Sanctioning Body”** means the United Kingdom, United States of America, United Nations, European Union and any other applicable local, national or multinational government agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for imposing and/or administering sanctions;
- r) **“Sanctioned Entity”** means any person or entity which is, or which is owned or controlled directly or indirectly by a person or entity which is, the subject of sanctions imposed by, or on a designated sanctions list published by, a Sanctioning Body, the words ‘owned or controlled directly or indirectly’ have the meaning given in applicable sanctions laws;
- s) **“Services”** means the services supplied by Anglian Water (if any) under this Agreement in accordance with the Specification;
- t) **“Specification”** means the specification set out schedule 2;
- u) **“Terms and Conditions”** means the terms and conditions set out in this Agreement;
- v) **“Transfer Visit”** means a visit to obtain a Meter Read which is requested by a retailer outside of the scheduled Planned Visit, where a Non Household Customer changes retail supplier;
- w) **“Unplanned Visit”** means ad hoc visits to obtain a Meter Read which is requested by a retailer outside of the scheduled Planned Visits for a specific reason, and shall exclude Transfer Visits;
- x) **“Wholesale Retail Code”** means the code of that name issued by the Water Services Regulation Authority (also known as Ofwat) under sections 66DA and 117F of the Water Industry Act 1991 as published and amended from time to time;
- y) **“Year”** means 1 April to 31 March (or part thereof where this Agreement either commences at any time after the 1st April and / or is terminated earlier than the 31st March).
- ii. In addition to the terms set out above, the meaning given to any other terms which are defined in the Wholesale Retail Code and are used in this Agreement, shall have the meaning set out in the Wholesale Retail Code, unless expressly stated otherwise in this Agreement
- iii. The headings in this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement.
- iv. Any reference to statutes or statutory provisions shall include a reference to that statute or statutory provision as from time to time amended, extended, modified or re-enacted.

2. Terms and Conditions

- i. These Terms and Conditions shall prevail over the Retailer’s terms and conditions and Anglian Water shall not be bound by any standard terms provided by the Retailer unless the Retailer specifically states in writing separately from such terms that it intends such terms to apply and Anglian Water expressly acknowledges in writing that such terms will apply.
- ii. No terms or conditions endorsed upon, delivered with or contained in any quotation, acknowledgement, acceptance of order, invoice or similar document will form part of any contract for the sale and purchase of the Services and the Retailer waives any right which it otherwise might have to rely on such terms and conditions. For the avoidance of doubt, any terms and conditions attached to any purchase order shall also be excluded from the Agreement.

3. Meter Reading Data Services

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- i. Where the Retailer wishes to order any Services hereunder, it may issue a written instruction to Anglian Water to proceed. All instructions issued by the Retailer shall form part of this Agreement and each instruction shall not form a separate contract between the parties.
 - ii. Anglian Water shall carry out the Services in accordance with the terms of this Agreement including (but not limited to) the Specification. Anglian Water will use reasonable endeavours to carry out the Services in accordance with the timescales set out in the Specification (if any) and the Service Levels set out in Schedule 4. Anglian Water shall notify the Retailer of any delay in the event that these timescales will not be met, and shall propose revised timescales to the Retailer where necessary.
 - iii. The Retailer shall take or, shall procure that reasonable steps are taken, to ensure that Anglian Water and its authorised employees, sub-contractors or agents obtain safe and unobstructed access, at all reasonable times, to the relevant meters for the purpose of carrying out the Services. To the extent that the agreement or consent of the owner and/or occupier of any relevant property is required by law, the Retailer shall seek to obtain such authority, agreement or consent (at its own cost), and shall, when requested and where it is practicable to do so, produce to Anglian Water documentary evidence that it has been obtained.
 - iv. All Services supplied shall, unless otherwise agreed in writing by Anglian Water be performed by appropriately qualified and trained personnel, with reasonable skill and care.
 - v. In providing the Services hereunder Anglian Water shall comply with all relevant UK and EU legislation, rules, regulations, by-laws, codes of practice and directives affecting the performance of this Agreement;

4. Price and Payment

- i. All Services shall be supplied in accordance with the prices set out in Schedule 3. The prices quoted shall be net of Value Added Tax.
- ii. Anglian Water shall submit an invoice for Services at quarterly intervals in respect of the charges for the Services provided during the previous quarter. The parties may agree to invoice on a monthly basis
- iii. All invoices shall be paid within 30 days of the date of the invoice (“due date for payment”). If any invoice, or part of an invoice is disputed in good faith, the Retailer shall notify Anglian Water within 14 days of the date of the invoice setting out in detail the reason why such sums are disputed. In the event that such disputed sums are not resolved by the due date for payment, the dispute shall be resolved in accordance with clause 13 and any undisputed sums shall be payable by the due date for payment. Upon resolution of any disputed sums, such sums shall be payable within 14 days from the date that the dispute is resolved
- iv. The Retailer shall pay interest (whether before or after judgement) at a rate of 4% per annum above the Bank of England base rate in force from time to time from the due date for payment until actual payment.
- v. Without prejudice to any other provision of this Agreement, in the event that the Retailer fails to pay any sums which are not the subject of a bona fide dispute by the due date, Anglian Water shall be entitled to suspend the provision of any further Services until such payment is received and / or withhold any Meter Readings which have been obtained as part of the Services.

5. Termination

- i. This Agreement may be terminated by written notice forthwith:
 - a) by either party if the other party commits any material or persistent breach of this Agreement and, if capable of remedy, fails to remedy the same within 28 days (or such other period as the parties shall agree) of being required so to do by the party not in breach; or
 - b) by either party if the other becomes bankrupt or insolvent (except for the purpose of a bona fide amalgamation or reconstruction) or any receiver or administrator or similar person is appointed in respect of that party or enters into any arrangement with its creditors or takes or suffers any similar actions in consequence of a debt; or

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- c) by either party if they reasonably believe that any of the events mentioned in clause 5 (i) (b) above is about to occur in relation to the other party and notifies the other party accordingly; or
 - d) by Anglian Water if the Retailer ceases or threatens to cease to carry on business; or
 - e) by Anglian Water in the event that the Retailer becomes a Defaulting Trading Party under the Wholesale Contract as between the Retailer and Anglian Water; or
 - f) by Anglian Water in the event that the Retailer's Licence is terminated; or
 - g) by either party if the Retailer or Anglian Water or any person employed by that party or acting on its behalf (including sub contractors) shall have offered, agreed to give or given to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the Agreement or any other contract with Anglian Water or the Retailer or otherwise being in breach of clause 9 hereof (anti bribery).

6. Consequences of termination

- i. The termination of this Agreement is without prejudice to the rights, duties and liabilities of either party that accrued prior to termination.
- ii. The clauses in this Agreement which expressly or impliedly have effect upon or after expiration or earlier termination shall continue to be enforceable notwithstanding expiration or earlier termination and (except as otherwise expressly provided herein) shall not prejudice any remedies available to either party to this Agreement.

7. Limitation of Liability

- i. Save in respect of payments due to Anglian Water in respect of the provision of the Services, in no circumstances shall either party be liable to the other party, in contract, tort, (including negligence) or breach of statutory duty or otherwise howsoever, and whatever the cause thereof:
 - a) for any increased costs or expenses,
 - b) for any loss of profit, business, contracts, revenues or anticipated savings, or
 - c) for any special indirect or consequential damage of any nature whatsoever arising directly or indirectly out of or in connection with of this Agreement or the provision of the Services.
- ii. Subject to the provisions of paragraph 7 (v) below, the total aggregate liability of
 - a) Either party in respect of any claims relating to tangible property damage caused by that party in its performance of its obligations hereunder, shall not exceed £5,000,000 in any Year; and
 - b) Anglian Water in respect of any service level failures, the sums set out in clause 2 of Schedule 4; and
 - c) Anglian Water in respect of any breach of its obligations under the Data Protection Legislation which arises from the performance of the Services, shall not exceed £500,000 in aggregate; and
 - d) Either party in respect of any other claims which may arise hereunder, shall not exceed 120% of the total value of the Services ordered in any Year (and in the case of Anglian Water, such sum being inclusive of any sums payable in respect of service level failures under clause 2 of Schedule 4 under clause 7(ii) (b) above)
- iii. For the purpose of clause 7(ii) (d) the limit of liability shall (1) be set by reference to the Year in which the claim was notified to the relevant party; and (2) shall be in addition to and shall not include any sums properly paid or payable by the Retailer to Anglian Water in respect of payment for the Services provided hereunder.
- iv. Anglian Water and the Retailer agree that the exclusions and limitations of liability and the resulting allocation of risk and liability contained in this Agreement are reasonable in all the

circumstances and having regard to all relevant facts including the charges which take account of the allocation of risk and liability.

- v. Nothing in this Agreement shall limit the liability of either party for:
 - a) fraud or fraudulent misrepresentation or fraudulent mis-statement;
 - b) death or personal injury caused by its negligence; or
 - c) any matter which may not be excluded by law
- vi. Anglian Water shall not be liable for any loss, damage or delay suffered by the Retailer to the extent that such loss, damage or delay is attributable to acts, omissions, or instructions given by or on behalf of the Retailer or its agents, subcontractors or customers (which shall not include Anglian Water).
- vii. Each of the parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

8. Confidentiality and Publicity

- i. In the event that the parties have entered into a separate confidentiality agreement during contract negotiations for the provision of meter reading services, upon entering into this Agreement, following terms set out in this Clause 8 shall bind the parties in respect of any Confidential Information disclosed between the parties on or after signature of this Agreement.
- ii. Except as otherwise provided hereunder, all Confidential Information communicated to one party by another or learned by one party (the '**Recipient**') from another whether before or after the date hereof, shall be kept in confidence by the Recipient and the Recipient shall use such information exclusively for the performance of this Agreement. Any Confidential Information received from the other party shall be disclosed only to personnel of the Recipient and that of its sub contractors who need to know for the purposes of the Agreement.
- iii. No Confidential Information shall be disclosed by the Recipient, its agents, sub contractors, suppliers or employees without the prior written consent of the other party except where it is:
 - a) required to be disclosed by law or court of competent jurisdiction or other appropriate regulatory body;
 - b) in the public domain at the time of receipt or enters the public domain other than by breach of this Agreement by the Recipient;
 - c) rightfully obtained by the Recipient from sources other than the disclosing party without restriction in respect of disclosure or use;
 - d) disclosed to its employees, sub contractors or authorised agents but then only to the extent that such disclosure is necessary for the performance of the Agreement in which case, the Recipient will take all reasonable steps to ensure such information is treated as confidential by the person to whom it is disclosed; or
 - e) disclosed to the party's professional advisers, or as may be required to be disclosed to the office of water services.
- iv. Each party acknowledges that disclosure of any Confidential Information in breach of the terms of this Agreement could have serious consequences, and they agree that, in the event of any breach by a party of this clause, the other party shall be entitled to equitable relief (including an injunction and specific performance) in addition to all other remedies available. The Recipient shall remain responsible for the disclosure of any Confidential Information by any third party to whom it discloses Confidential Information.
- v. The obligations as to confidentiality shall remain in full force and effect for a period of 5 years from the expiry or termination of this Agreement.

9. Compliance

- i. Without prejudice to any other provisions of this Agreement, each party shall:
 - a) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, including without limitation the Bribery Act 2010 (including any subordinate or amending legislation) ("Anti-bribery Laws");
 - b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
 - c) not do, or omit to do, any act that will cause the other party to be in breach of the Anti-bribery Laws; and
 - d) maintain throughout the term of the Agreement its own anti-bribery policies and procedures including without limitation adequate procedures (as determined in accordance with section 7(2) and any guidance issued under section 9, Bribery Act 2010) to ensure compliance with the Anti-Bribery Laws, and shall provide a copy of such policies and procedures to the other party on request, and shall enforce such policies and procedures where appropriate.
- ii. The Retailer represents and warrants that it is not a Sanctioned Entity or otherwise the subject of any economic or trade sanctions, and where the Retailer or any affiliate or owner is or becomes a Sanctioned Entity, the Retailer shall promptly notify Anglian Water in writing. Without prejudice to any other rights, in the event that the Retailer or any affiliate or owner becomes a Sanctioned Entity, Anglian Water shall have the right to terminate this Agreement immediately on written notice

10. Data Protection

- i. To the extent that the Retailer provides personal data to Anglian Water under this Agreement, then the parties shall comply with the obligations set out in Schedule 5

11. Health and Safety

- i. Without prejudice to clause 3(v) above, the parties shall comply with all relevant health and safety legislation and Anglian Water shall provide all necessary equipment required to ensure safe working of all its personnel
- ii. Where Anglian Water and / or its sub contractors attend third party premises to carry out the Services it shall comply with the Retailer's reasonable and relevant health and safety policies, procedures and instructions which are made known to Anglian Water.
- iii. Anglian Water shall promptly record all accidents and incidents of which it becomes aware which occur in carrying out the Services, and shall investigate their cause and put in place appropriate mitigation plans. To the extent that such accidents or incidents relate to conditions at the customer site, Anglian Water shall promptly notify the Retailer, who shall in turn, liaise with the Customer to ensure that appropriate remedial action is taken on site to prevent any recurrence of such accident / incident. Anglian Water shall provide such information and assistance as may reasonably be required by the Retailer relating to any health and safety matters which arise through the provision of the Services.

12. Force Majeure

- i. Neither party shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from a failure to perform or comply with the terms of this Agreement if due to a Force Majeure Event
- ii. Where a Force Majeure Event occurs which impacts on a party's ability to perform its obligations under this Agreement, as soon as possible thereafter, written notice of such

Force Majeure Event (including the anticipated duration of the delay) shall be given by the affected party to the other party.

- iii. The affected party shall promptly do all such things as may be reasonable to mitigate the effects of the Force Majeure Event.
- iv. If the delay lasts more than 30 days then either party may serve 7 days notice to terminate this Agreement without liability.

13. Dispute Resolution

- i. The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement.
- ii. If the matter remains unresolved 10 days thereafter, an appropriate representative of each parties' senior management shall meet to discuss and attempt to resolve the disputed matter.
- iii. If the matter remains unresolved after a further 10 days following such meeting, then the parties may attempt to resolve the dispute through mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- iv. Neither party is obliged to follow the procedure described in this clause 13 where it is seeking injunctive relief against the other party.

14. General

- i. Anglian Water shall procure and maintain insurance(s) in accordance with good industry practice, with reputable insurance companies.
- ii. The parties agree that the Retailer may appoint a third party to act as their agent in providing instructions to Anglian Water in respect of the Services provided under this Agreement and in relation to the management of this Agreement. The third party shall be appointed entirely at the sole discretion of the Retailer, but the Retailer shall promptly notify Anglian Water of the third party's name and contact details after the third party has been appointed. For the avoidance of doubt, the third party agent shall have no entitlement to legally enforce the terms of this Agreement. The Retailer shall not be relieved of any of their obligations or liabilities under this Agreement by appointing a third party in accordance with this clause 14.ii
- iii. Without prejudice to any other provisions of this Agreement, Anglian Water may, on not less than 14 days written notice to the Retailer (save where this is not practicable due to a change imposed by a legal or regulatory body), vary the provisions of this Agreement where such variation is required as a result of:
 - a) any legislation, statutory instrument, government regulation, regulatory requirement or licence or
 - b) a change in the Wholesale Retail Code or the Central Market System; or
 - c) a change to Anglian Water's operations provided such change is also implemented in relation to the majority of Anglian Water's customers who take the same or similar service to the Services

("Variation Notice")

Where any variation by Anglian Water to this Agreement is of material detriment to the Retailer, the Retailer shall have the right to terminate this Agreement on not less than 30 days written notice to Anglian Water provided that such notice is sent within 30 days of receipt of the Variation Notice.

- iv. Neither party shall assign or transfer any of its rights and obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) save that consent will not be required for internal transfers and assignments as between parties and their parent company, subsidiaries or affiliates as part of a consolidation, merger or any other form of corporate reorganisation.

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- v. Unless enforcement of this Agreement by a third party is expressly permitted by the terms of this Agreement, the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement and are hereby expressly excluded.
 - vi. Except as otherwise provided herein, the rights of either party under the Agreement shall not be prejudiced or restricted by any indulgence or forbearance extended by one party to the other and no waiver by one party of its rights in relation to any breach of the Agreement shall affect its rights in respect of any subsequent breach.
 - vii. Any demand, notice or other communication given or made under or in connection with this Agreement shall be in writing. All notices relating to termination or breach of this Agreement shall be deemed properly served if delivered in person or if sent by first class recorded delivery post to the address for the party to be served stated in the Agreement or any subsequent address from time to time notified to the other party or at its registered office address. A notice sent by first class recorded delivery post shall be deemed served two Business Days after posting and the party sending such notice shall preserve the proof of sending receipt.
 - viii. Anglian Water and the Retailer are independent contracting parties and nothing in this Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
 - ix. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.
 - x. This Agreement constitutes the entire agreement between the Retailer and Anglian Water with respect to the matters contained herein and supersedes all prior oral or written representations and agreements.
 - xi. The formation, existence, construction, performance, validity and all aspects of this Agreement shall be governed by English law. Subject to clause 13 (Dispute Resolution), the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales

Schedule 2

SPECIFICATION - Meter Reading Data Provision

Schedule 3

PRICING

Schedule 4

SERVICE LEVELS

1. Principles

- 1.1. This section sets out the performance requirements that AWS will achieve in performing its obligations under this Agreement together with the consequences and actions required where AWS fails to meet the performance requirements.
- 1.2. Each item or event of failure shall be considered independently from any other item or event, even where these events occur simultaneously unless otherwise expressly set out herein.
- 1.3. AWS will monitor its performance of the Service Levels on a continuous basis so as to ensure identification of potential failings and problems in achieving the required performance level at the earliest possible opportunity.

2. Service Levels

- 2.1. AWS will provide the Services at or above the following Service Levels which shall be measured and reported on a monthly basis over the term of the Agreement.

Service Level Number	Service Level	Service Level Performance Target
1.	All Meter Reads and validation codes to be made available for the Retailer to upload to its system within 2 Business Days of the date of the visit	95%
2.	All Standard Frequency Planned Visits in the Meter Read Schedule to be carried out in accordance with the timescales set out in the Wholesale Retail Code	95%
3	Transfer Visits and Unplanned Visits (excluding any Unplanned Visits arising from any Erroneous Read) to be carried out within +/-1 Business Day of the target date requested by the Retailer, provided that at least 10 Business Days' notice prior to target date is given (subject to complying with and the limitations set out in clause 4 of the Specification)	100%
4	Transfer Visits and Unplanned Visits (excluding any Unplanned Visits arising from any Erroneous Read) to be carried out within +/-1 Business Day of the target date requested by the Retailer, where between 5 Business Days and 9 Business Days prior to target date is given (subject to complying with and the limitations set out clause 4 of the Specification) For the avoidance of doubt, no SLA is provided where less than 5 Business Days' notice of a Transfer Visit or Unplanned Visit is provided	95%
5	Unplanned Visits arising from an Erroneous Read to be carried out within 20 Business Days of Erroneous Read	95%

	request being received by Anglian Water (subject to complying with and the limitations set out clause 4 of the Specification)	
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- 2.2 Notwithstanding the SLAs set out above, in the event that Anglian Water fails to provide the relevant meter readings in accordance with the performance requirements for meter reading in the Wholesale Retail Code, and such failure directly causes the Retailer to incur a performance level charge in accordance with the Wholesale Retail Code, then Anglian Water shall re-imburse the Retailer in respect of such performance level charge provided that such sums are due and payable by the Retailer to the Market Operator; and provided always that any claim made by the Retailer under this Clause shall be made by the Retailer providing written notice and evidence to Anglian Water within 3 months of such failure by Anglian Water, and specifying the details of such failure (“**Performance Charges Claim**”)
- 2.3 For the avoidance of doubt Anglian Water shall not be liable for any costs, damages or charges in respect of any charges incurred by the Retailer from the Market Operator where such costs, damages or charges are due to the act or omissions of the Retailer and or the Non Household Customer.
- 2.4 Notwithstanding any other provisions of this Agreement, the total of any claim(s) made under this clause 2 in respect of any Year shall not exceed either (a) 10% of the total charges paid by the Retailer in that Year in respect of the Services provided under this Agreement; or (b) £15,000, whichever is the lower (“**Performance Charges Cap**”); and the parties acknowledge and agree that the terms of this clause are reasonable and proportionate in protecting the legitimate interests of Anglian Water in managing its business and / or its obligations as a water and sewerage undertaker.

3. Contract Review Meetings

- 3.1 The parties shall work collaboratively to discuss performance requirements and processes and shall attend not less than one phone call per quarter month at a time agreed by both parties
- 3.2 The parties will attend not less than one contract review meetings per annum as arranged by the AWS Contract Manager. Schedule 6 sets out key contacts for the purposes of contract management.

4. Management Reporting

- 4.1 AWS shall provide regular quarterly reports to the Retailer, detailing as a minimum:
- a) A summary of performance in relation to the Service Levels set out herein for the period since the previous management report was submitted.
 - b) The number of meter visits and completed reads.
 - c) The number of reads not completed and their validation codes.

Schedule 5 – Data Processing Schedule

Capitalised terms in this Schedule, which are not defined here below or elsewhere in the Agreement, shall have the meaning set out in the GDPR and shall be construed accordingly.

1. General Obligations

- 1.1. The parties acknowledge that the Retailer is the Controller of Retailer Personal Data and Anglian Water is the Retailer's Processor. The details of the Processing carried out by Anglian Water on behalf of the Retailer are set out in the Data Processing Activities Appendix at the end of this Schedule 5. The obligations set out in this Schedule are in addition to, and do not relieve, remove or replace, a party's obligations under the Data Protection Legislation
- 1.2. Anglian Water warrants and undertakes to the Retailer that:
 - a) without prejudice to any other provision of this Schedule, it shall comply with its obligations under the Data Protection Legislation when Processing the Retailer Personal Data; and
 - b) it shall only Process the Retailer Personal Data (a) in accordance with the written instructions of the Retailer; or (b) where required by law (and, where not prohibited by law, Anglian Water shall inform the Retailer of such legal requirement before processing the Retailer Personal Data).
- 1.3. Anglian Water shall only transfer the Retailer Personal Data outside the European Economic Area ("EEA") with the Retailer's prior written consent.
- 1.4. Upon request Anglian Water shall provide reasonable assistance to the Retailer to ensure the Retailer's compliance with its obligations under the Data Protection Legislation which shall include, but not be limited to:
 - a) completing and reviewing data protection impact assessments;
 - b) implementing measures to mitigate against any data protection risks;
 - c) taking into account the nature of the processing, implementing such technical and organisational measures to enable the Retailer to respond to requests from Data Subjects exercising their rights under Chapter III of the GDPR; and
 - d) assisting with undertaking consultation with or enquiries from the Information Commissioner's Office and the European Data Protection Board or any successor body to either regulator ("**DPA Regulator**").
- 1.5. Anglian Water shall notify the Retailer without delay in the event that it:
 - a) receives notice of any complaint made to a DPA Regulator or any finding by a DPA Regulator in relation to its Processing of any Personal Data;
 - b) receives any request on behalf of a Data Subject in respect of the Retailer Personal Data, who is exercising his/her rights under the Data Protection Legislation;
 - c) becomes aware that, in following the instructions of the Retailer, it shall breach Data Protection Legislation;
 - d) becomes aware of any circumstance which may cause either party to breach the Data Protection Legislation

2. Security Measures

- 2.1. When Processing the Retailer Personal Data it shall take all necessary technical and organisational precautions and measures taking into account the state of the art / technological developments, the costs of implementing such measures and the nature, scope, context and purposes of Processing as well as the likelihood and severity of harm to rights and freedoms of the Data Subjects (the "**Security Measures**").
- 2.2. Anglian Water shall take all reasonable steps to ensure the reliability and integrity of all individuals who are involved in the Processing of the Retailer Personal Data and ensure that they:
 - a) are aware of and comply with Anglian Water's duties under this Schedule;

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- b) are subject to appropriate confidentiality undertakings with Anglian Water (or any sub-contractor where applicable);
 - c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Retailer or as otherwise permitted by this Agreement; and
 - d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 2.3. The Security Measures shall be regularly tested by Anglian Water to assess the effectiveness of the technical and organisational measures in ensuring the security, confidentiality, integrity, availability and resilience of the Retailer Personal Data and shall maintain records of the testing.

3. Security breach notification

- 3.1. Anglian Water shall notify the Retailer without undue delay if it becomes aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration unauthorised disclosure of, access or disclosure of the Retailer Personal Data ("**Security Incident**").
- 3.2. Such notification shall include at least the information listed in Art 33(3) of the GDPR.
- 3.3. In the event of a Security Incident, the Retailer shall at its sole discretion determine whether to provide notification to the Data Subject, any third party or DPA Regulator and the content of any such notification, and Anglian Water shall not notify the Data Subject, any third party or DPA Regulator unless such notification by Anglian Water is required by law or is agreed (together with its content) by the Retailer.

4. Sub-contracting

- 4.1. Anglian Water shall not provide any third party with access to the Retailer Personal Data without the prior written approval of the Retailer
- 4.2. Where approval has been granted by the Retailer in accordance with clause 4.1, Anglian Water shall:
 - a) Put in place contractual data processing provisions equivalent to the provisions set out in this Schedule; and
 - b) shall check that the sub-processors provide sufficient guarantees to implement appropriate technical and organizational measures in such manner that the processing will meet the requirements of the Data Protection Legislation.
- 4.3. Anglian Water shall remain liable for the Processing activities of such sub-processor.

5. Audit and provision of information

- 5.1. Anglian Water shall provide all necessary information to the Retailer in order for the Retailer to verify Anglian Water's compliance with its obligations under this Schedule and the Data Protection Legislation. Anglian Water shall allow for audits conducted at the Retailer's cost, on reasonable notice and during normal working hours.

6. Deletion or return of data

- 6.1. Unless otherwise required by law, Anglian Water shall, upon termination or expiry of the Agreement for whatever reason, at the option of the Retailer, either securely delete or return all the Retailer Personal Data to the Retailer. If Anglian Water is required to retain a copy by law, Anglian Water shall inform the Retailer what it is retaining and the legal reason why it needs to be retained

Schedule 5 - Data Processing Activities Appendix

The details of the Processing taking place under this agreement is set out below.
Data Subjects Retailer's Non Household Customers
Categories of data Name, address, telephone numbers, email addresses, water meter data.
Categories of sensitive personal data none
Processing purposes For Anglian Water to provide the Retailer with meter reading services
Nature of processing Collecting, recording, organising, structuring, storage, retrieval, making data available to the Retailer, erasing or destroying data.
Duration of the processing Duration of the Agreement

SCHEDULE 6**Key Personnel and Contacts**

	Anglian Water Services
Contract Manager	
Operational Management	Wholesale Services Centre Advisors Tel. 0345 0265463 wsc@anglianwater.co.uk
Notifications and service requests under this Agreement to be sent to:	wsc@anglianwater.co.uk

Appendix A – Map of Anglian Water Region
(Service excludes Wastewater only areas)



Appendix B - Example of Meter Reading Data File Format

Field Name	Format	Mandatory	Max Length	Comments
Meter Read Date	dd/mm/yyyy	Y	10	Date the read was taken, does not include the time
Meter Read	Number	N	10	Reading from the meter (can be blank)
Read Type	Character	Y	5	A calculated field:
				For Routine visits: based on Reading type (meter reader, smart or out reader) and if a no read has been validated as "Meter Dial Rolled Over" (Code "RD").
				For AdHoc visits: visit type and priority
Reader	Character	Y	3	Static value of "AWS"
Visit Notes	Character	N	205	Free text note type followed by Free-Text notes (specific to the visit, not "rolling" notes) separated by a colon
				e.g. "FYI: Some additional text"
				Blank for adhoc visits. All commas and pipes will be removed.
New Meter FMX Serial Number	Character	N	20	Different Meter Installed
FMX Meter Read	Number	N	10	Reading from the found meter for visit.
Maintenance Code 1	Character	N	5	Single code mapped from the first maintenance request type and sub type
Maintenance Code 2	Character	N	5	Single code mapped from the second maintenance request type and sub type
Maintenance Code 3	Character	N	5	Single code mapped from the third maintenance request type and sub type
Meter Serial Number	Character	Y	20	Meter Serial Number
Skip Code	Character	N	4	No reading code (reason why the meter could not be read) OR (if null)
				Validation code (reason why the reading value did not fall within a set of business rules e.g. outside high/ low threshold) OR (if null)
				First Maintenance Code.

Is Adhoc	Character	Y	1	Routine visits = "N", Adhoc = "Y". Mainly for debug purposes to identify source of reading.
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Appendix C–Meter Reading Validation Codes

Code	Read Validation Definition
BM1	Buried – Access normally available
BM2	Buried – Access difficult, Appointment may be required
DU1	Dial Unreadable – Access normally available
DU2	Dial Unreadable - Access difficult, Appointment may be required
LME	Leak Unreadable
MM1	Meter Missing – Access normally available
MM2	Meter Missing - Access difficult, Appointment may be required
MR	Duplicate Account
NA1	No Access – Internal / Cellar / Garage
NA2	No Access – Internal, Boxed In
NA3	No Access – External, Locked Gate
NA4	No Access – Outreader needs repair
NA5	No Access – Permanently inaccessible (resite)
NA6	No Access – Customer refused access
NA9	No Access – Temporarily inaccessible
NA14	No Access – Lid jammed All
NA16	No Access – No lifting holes
NA17	No Access – Health & Safety concern
NA18	No Access – Void
NA23	No Access – Non Chargeable / Void
NA24	No Access – Pit needs repair
NA25	No Access – Chamber under surface water
TO1	Disconnected – Suspect permanent disconnection
TO2	Disconnected – Debt recovery disconnection
UL1	Unable To Locate – Cannot locate chamber from description
UL5	Unable to Locate – Cannot locate address / plot

Code	Read Validation Definition for Negative, Zero or High Readings
DC1	Double Checked
DCN	Double Checked – Negative consumption
MS1	Meter Stopped – Suspect meter stopped
MS2	Meter Stopped – Confirm meter stopped
ND	New Dial Fitted
NU	Not in Use
RB	Incorrectly Recording or Faulty
RD	Meter Dial Rolled Over
VP	Property is Empty