
Anglian Water Services Ltd

**Wholesale Meter Reading Data
Provision Service**

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AGREEMENT

This Agreement is between:-

- (1) **Anglian Water Services Limited** (company number 2366656) whose registered address is at Lancaster House, Lancaster Way, Ermine Business Park, Huntingdon Cambs PE29 6XU ("**Anglian Water**" or "**AWS**"); and
- (2) **[insert] Limited** (Company Number **[insert]**) whose registered address is at **[insert]** ("**the Retailer**")

IT IS HEREBY AGREED AS FOLLOWS:

- 1 This Agreement shall commence on **[insert]** ("**Effective Date**") until 31st March 2020. ("**Initial Term**").
- 2 Notwithstanding clause 1 of this Agreement, but subject to termination provisions set out herein, the parties may elect to extend this Agreement by further periods of one year each.
- 3 In the event that either party wishes to extend this Agreement in accordance with clause 2 above that party shall notify the other in writing by providing not less than 3 months prior written notice. If the other party accepts the request for an extension, the parties shall confirm the extension in writing, together with the pricing for the forthcoming year, in accordance with the provisions of Schedule 3. In the event that the parties have not reached a written agreement as to the extension of this agreement prior to the 31st March of the relevant year, this Agreement shall automatically terminate.]
- 4 Without prejudice to clauses 1 and 2 above and any other provisions of this Agreement, either party may terminate this Agreement at any time by giving the other party not less than 30 days written notice. Neither party shall be entitled to any compensation or damages by reason of early termination under this clause 4
- 5 This Agreement is for the supply of 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.
- 6 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**

Signature:

Name: _____

Title: _____

Date: _____

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

Signature: _____

Name: _____

Title: _____

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 (a) as at the Effective Date, the number of meters requiring Planned Visits by Anglian Water in providing the Services hereunder; and (b) in respect of any Year after the Initial Term, the number of meters requiring Planned Visits by Anglian Water in providing the Services hereunder as at the relevant anniversary of the Effective Date (where applicable)
 - 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 settlement 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) **“Contract Year”** means each 12 month period commencing on the Effective Date, and each 12 month period thereafter
 - i) **“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**"), 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).
 - 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, or shortage of fuel on a national level;
 - k) **“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;
 - l) **“Meter Reads”** means the regular meter reading data measuring water consumption which Anglian Water will provide from time to time;
 - m) **“Non Household Customer”** means a person who may be identified as the customer of the Retailer in accordance with the Wholesale-Retail Code
 - n) **“Non Household Meter Portfolio”** means the total number of Non Household Customer meters in respect of which Anglian Water provides meter reading services in the Anglian Water Region from time to time;

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- o) **“Planned Visits”** means the visits which are scheduled on a half yearly, quarterly 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) **“Services”** means the services supplied by Anglian Water (if any) under this Agreement in accordance with the Specification;
 - r) **“Specification”** means the specification set out schedule 2;
 - s) **“Terms and Conditions”** means the terms and conditions set out in this Agreement;
 - t) **“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;
 - u) **“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;
 - v) **“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;
 - w) **“Year”** means 1 April to 31 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

- 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. 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.

- iv. 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 the 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 monthly intervals in respect of the charges for the Services provided during the previous month.
- 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 invoice 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.
- vi. Unless expressly stated otherwise in the Specification attached hereto, upon 1st April each year following the Effective Date, the Prices set out herein shall be increased by the movement in the Consumer Prices Index (“Index”) (such increase or decrease being no greater than the percentage equal to the percentage rate of increase (if any) of the last figure of the Index published prior to the date of such review over the figure of the Index published for the same month 12 months prior thereto).

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
 - 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 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 DPA 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 including 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, including without limitation, the provisions of this Agreement, 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 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. Anti Bribery

- 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

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- 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.

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(iv) 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. 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, written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after it becomes aware of the occurrence of a Force Majeure Event.
- 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.

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- ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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.
 - vi. 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.
 - vii. 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.
 - viii. 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.
 - ix. 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

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 Retailer is the Controller of Retailer Personal Data and Anglian Water is Retailer's Processor. The details of the Processing carried out by Anglian Water on behalf of 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 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 Retailer Personal Data; and
 - b) it shall only Process Retailer Personal Data (a) in accordance with the written instructions of Retailer; or (b) where required by law (and, where not prohibited by law, Anglian Water shall inform Retailer of such legal requirement before processing Retailer Personal Data).
- 1.3. Anglian Water shall only transfer Retailer Personal Data outside the European Economic Area ("EEA") with Retailer's prior written consent.
- 1.4. Upon request Anglian Water shall assist and fully co-operate with Retailer to ensure 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 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. The Anglian Water shall notify 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 Retailer Personal Data, who is exercising his/her rights under the Data Protection Legislation;
 - c) becomes aware that, in following the instructions of 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 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. The Anglian Water shall take all reasonable steps to ensure the reliability and integrity of all individuals who are involved in the Processing of 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 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 Retailer Personal Data and shall maintain records of the testing.

3. Security breach notification

- 3.1. Anglian Water shall notify 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 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, 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 Retailer.

4. Sub-contracting

- 4.1. Anglian Water shall not provide any third party with access to Retailer Personal Data without the prior written approval of Retailer
- 4.2. Where approval has been granted by 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 Retailer in order for 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 required by law, Anglian Water shall, upon termination or expiry of the Agreement for whatever reason, at the option of Retailer, either securely delete or return all the Retailer Personal Data to Retailer. If Anglian Water is required to retain a copy by law, Anglian Water shall inform 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 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 Retailer with meter reading services
Nature of processing Collecting, recording, organising, structuring, storage, retrieval, making data available to Retailer, erasing or destroying data.
Duration of the processing Duration of the Agreement

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



