

# TERMS AND CONDITIONS OF SUPPLY

The terms and conditions of supply (the 'Terms and Conditions') are set by The Jersey New Waterworks Company Limited, trading as Jersey Water (the 'Company') from time to time and provide the basis on which the Company agrees to supply water to customers. If you have any questions concerning the Terms and Conditions, please contact the Customer Services Department. The Company may vary these Terms and Conditions from time to time. The customer shall be bound by the current version of the Terms and Conditions which shall be those that are available from the Company's website, [www.jerseywater.je](http://www.jerseywater.je).

## Responsibility for water charges

The person(s), partnership or company identified by the Company as being the occupier(s) of the premises (the 'Customer') shall be responsible for the payment of all charges raised in relation to the supply of water to that premises. Where this is more than one person, the liability shall be joint and several.

The Company shall not enter into a supply agreement with tenants of furnished premises or tenants on a short term lease (of three months or less in duration). In such circumstances the owner of the premises or long term leaseholder will be required to enter into a supply agreement and will be responsible for the payment of water charges.

Where there is to be a change in the Customer responsible for the payment of the water charges (e.g. on change of ownership or tenancy of the premises) the departing Customer should contact the Company to advise of the change at least five (5) working days prior to the date of the change. The outgoing Customer shall remain liable for all charges for water consumed until such time as a final meter reading is taken and/ or the account taken out of their name.

The bill for water supplied represents demand for payment for water under the Water (Jersey) Law 1972 as amended (the 'Law'). Bills are payable on issue. The Customer agrees to pay the charges that are billed in accordance with the schedule of tariffs and charges that are published from time to time by the Company (the 'Schedule of Tariffs & Charges') which is available on our website or upon request from the Customer Services Department.

## Measured Water

Supplies charged for water by volume will be measured by way of a water meter ('Meter'). The charge for measured supplies shall comprise the volumetric charge for water (the volume of water consumed multiplied by the prevailing rate per unit of water) plus the standing charge. The Customer is liable for all charges relating to water consumed. Charges for water are reviewed annually and are set out in the Schedule of Tariffs.

## Conversion of an existing unmeasured supply

Wherever possible, the Company will install a Meter free of charge to an existing water supply. The preferred location of the Meter will be at the discretion of the Company and will take the location of the existing service and supply pipes into consideration as well as the accessibility of the location for the purposes of Meter reading. Generally, the Meter will be installed in the road or pavement directly outside the property being served. The following costs will not be borne by the Company:

- The additional costs associated with locating the Meter in any location other than the Company preferred location.
- The cost of altering or installing plumbing on the Customer's pipe work to accommodate the Meter.

## New agreements for the supply of water

All new agreements for the supply of water will be charged for by volume. The Company will not be responsible for the costs of converting any existing premises or private plumbing system to accommodate a metered connection.

## Ownership of the Meter

The Meter and ancillary equipment will remain the property of and be maintained by the Company. The Company may, at its own expense, replace the Meter and ancillary equipment at any time with equipment of its choice.

## Damage and tampering

Once installed, the equipment may not be interfered with, removed or disturbed by anyone other than a duly authorised Company representative. The cost of repairing or replacing the Meter and ancillary equipment as a result of damage, tampering or removal by the Customer shall be payable in full by the Customer. Where a Meter has been removed or tampered with such that it is either inoperative or misreads the volume of water consumed then the Customer shall pay, in respect of the water supplied, for a volume of water that is deemed reasonable by the Company based upon previous consumption records. Except where evidence to the contrary is available, the date on which any Meter went missing, became inoperative or began misreading shall be deemed to be the day following the penultimate Meter reading.

## Meter reading

Meter readings shall be taken by an authorised Company representative at intervals determined from time to time by the Company. For periods where no reading is taken the charge for that period will be based upon the estimated consumption of water in the period. Unless the Meter is proved to be operating incorrectly the readings taken from the Meter shall be deemed definitive evidence of the water supplied to the Customer.

## Meter accuracy

Should the Customer request that the Meter be tested for accuracy the Company will arrange for this to be performed by an independent examiner (usually the manufacturer). A Meter will be deemed accurate if it operates within the manufacturer's tolerances for the model of Meter in question. Should the Meter prove to be measuring consumption accurately then the Customer shall pay all costs of extracting and testing the Meter. Should the Meter prove inaccurate the Company will bear the costs of testing and replacing the Meter. Where a Meter has stopped, is proved inaccurate or has been damaged, the Customer shall pay, in respect of the water supplied, for a volume of water that is deemed reasonable by the Company based upon previous consumption records for similar periods. The date on which any inaccurate Meter became inaccurate shall be deemed to be the day following the penultimate Meter reading.

## Consumption and leakage

The Customer shall remain liable for all water shown as consumed, including water consumed through leakage on the Customer pipe work. The Company operates a leakage allowance policy, details of which are available from the Customer Services Department.

## Reversion to unmeasured basis

Once a Customer is charged for water on a metered basis, the Customer may not revert to being charged on an assessed volume basis.

## Domestic Assessed Volume Tariff

Where the Company is unable to install a Meter in domestic properties, the charge for water supplied will be the Domestic Assessed Volume Tariff. This is based on the average amount of water that a metered household consumes and is a fixed charge per occupant. The Customer must inform the Company if the number of occupants in the property changes. The charge is billed quarterly in advance. If at a later date it becomes possible for the Company to install a Meter, the Meter will be installed free of charge and the Customer will be charged for water on a measured supply basis. Domestic Assessed Volume Tariff is not available to commercial customers.

## Unmeasured supplies

### Charges

The charge for unmeasured supplies is now discontinued. However, existing customers that are charged for unmeasured supplies are charged for water and a standing charge. Bills for water charged on an unmeasured basis will be rendered quarterly in advance and are payable upon issue. The unmeasured charge for water is calculated by reference to the 1990 Parochial Assessed rental value of the premises being supplied. Where there is no 1990 assessed rental value and the premises are not metered the Company will apply the Domestic Assessed Volume Tariff.

Where water is supplied by a common pipe for premises or parts of premises occupied by different people, the unmeasured charge for water shall apply to each as if supplied by a separate pipe. Where a property initially supplied on an unmeasured basis is subdivided into more than one premises then the rateable value applied prior to the subdivision shall no longer be applicable. The supply for water will be charged for as follows:

- Where the subdivision was completed prior to 1 July 2003 and accounts for water for each of the new premises were in place at that date then Customers shall either be charged by reference to an assessed rental value for each individual premises or by meter (either individually or in bulk).
- Where the subdivision was completed after 1 July 2003 Customers will be charged for water by volume either individually or in bulk depending on the internal plumbing arrangements of the building. Where the water is charged in bulk then the rules set out below in respect of communal services shall apply.

## Standing charges

All accounts for water will be subject to a standing charge, as set out in the Schedule of Tariffs & Charges. Where water is supplied by a common pipe for premises or parts of premises occupied by different people, the standing charge shall apply to each as if supplied by a separate pipe. Where more than one metered supply feeds the same premises the standing charge will be payable on each metered supply.

## Administration charges

The Company will make an administrative charge (as set out in the Schedule of Tariffs & Charges) for each occurrence of the following events:

- Cheques that are returned unpaid by the bank marked 'refer to drawer'.
- Direct debit/ continuous credit card payments that are refused by the paying bank due to insufficient funds.

## Reconnection charges

Where a supply is turned off for the non-payment of water charges at an unoccupied premises or at the request of the Customer, a charge for the reconnection of the supply as set out in the Schedule of Tariffs & Charges will be payable by the Customer. Where a supply is turned on by a person other than an authorised Company representative the standard reconnection charge will apply.

### Payment dates for water charges

The bill for water supplied represents demand for payment for water under the Law. Unless a separate agreement has been entered into with the Company (e.g. paying by monthly direct debit), all bills are due and payable on issue.

### Failure to pay water charges

Where the Customer fails to settle any amounts outstanding the Company is entitled, subject to the provisions of the Law, to disconnect the supply forthwith and seek recovery of amounts owed through civil proceedings. The Company reserves the right to charge interest on amounts owed at a rate that will be set by the Company, which may vary from time to time. Where a Customer fails to settle amounts outstanding, the Company may take legal action to recover amounts due. Legal costs incurred in recovering such amounts will be recharged to the Customer.

### Deposits for commercial customers

Where the Company deems it necessary, it may request, from commercial customers applying for a supply of water, the payment of a cash deposit to cover the eventuality of the Customer being unable to meet charges for water as and when they fall due. A deposit will be held by the Company until such time as deemed necessary by the Company and shall accrue interest at an annual rate (calculated based upon the number of days) that will be set by the Company, which may vary from time to time. In the event of non-payment of a bill by the Customer the Company may use the deposit to meet outstanding charges. However, the holding of a deposit will not preclude the Company from taking other action (including disconnection of the supply and initiating legal proceedings) to recover amounts due.

### Empty and vacant properties

Customers who have Domestic Assessed Volume Tariff supplies and whose premises are vacant for a period of 28 consecutive days or more will be eligible for an allowance on the water charges for that vacant period. The allowance will only be granted where it is applied for in writing and before the property comes vacant. Customers will continue to be charged the standing charge for any vacant period. The Company recommends that Customers turn off their water supply at an internal stop valve when they are leaving their premises unoccupied for any extended period. Where a Customer requires their supply to be turned off at the external stop-valve they should contact the Company at least 48 hours prior to the required disconnection. In such cases the standard reconnection charge will be levied once the supply has been restored. Where new customers are residing in a previously empty or vacant premise where the supplies have been disconnected, a standard reconnection charge will be applied once the new customer has opened their account.

### Boundaries of ownership and responsibility for pipe work

The Company shall install, maintain, be responsible for and retain ownership of all pipe work from the water main to the outlet connection of the boundary box or Meter chamber (the 'Communication Pipe'). The location of the boundary box or Meter chamber shall be at the Company's discretion but shall generally be located as near as reasonably practicable to the Customer's premises. The Customer shall be responsible for the maintenance and repair of all pipe work beyond the Communication Pipe (the 'Supply Pipe') including any element situated on a public road or private property not owned by the Customer. Any damage to the stop-valve or Meter not caused by the Company's employees will be charged to the Customer. The unauthorised use of the stop-valve to connect or disconnect premises to or from the mains is prohibited and may result in additional charges to the Customer.

### Leakage

Where a Customer identifies a leak, either internally or on Company pipe work the Customer should inform the Company immediately. Once identified, all leaks must be repaired as soon as possible. Failure to repair a leak may result in the supply being disconnected. In the event of the Customer failing to repair leaks on private pipe work the Company reserves the right to take whatever action is necessary, including disconnection of the supply, in order to prevent the further escape of water, with the full cost of such action being passed on to the Customer. Where a leak is detected on private pipe work, which is charged for water by volume, the Customer shall be responsible for the payment of all amounts indicated as consumed by the Meter. The Company operates a leakage allowance policy, details of which are available from the Customer Services Department. The Customer should ensure that, prior to connection to the main, the plumbing of the premises are in a sufficiently good state of repair and of sufficient capacity to withstand mains water pressures. The Company will not be held responsible for leaks or bursts on the Customer side of the stop-valve or Meter or the damage that such leaks or bursts may cause.

### Communal services

Unless multiple supply agreements are already in place, the Company will not enter into multiple supply agreements for premises which share a communal service (e.g. a block of flats with one common water supply). In all such cases the owner of the premises which are supplied, or in the case of flying freehold property the association of co-owners established under the 'Loi (1991) sur la co-propriété des immeubles bâtis' in respect of the premises which are supplied, or in the case of premises divided by share transfer the company owning the premises which are supplied, will be required to enter into a supply agreement for the water consumed in or at the premises. All such services will be charged for by volume. All costs involved in the provision of separate supplies to each premises will be the responsibility of the Customer. In the event of a communication pipe serving more than one premises, each of the premises will be served by a separate individual pipe, stop-valve and meter. In the case of joint ownership of the supply pipe or where the ownership of the supply pipe is unclear, in order to prevent wastage and excessive periods where no water is supplied to multiple premises the Company reserves the right to undertake any work required and to recover the costs from the relevant Customer.

### Access to premises

The Company staff shall have a right of access at all reasonable times onto any part of the premises or the property of which the premises form part in order to:

1. turn the stop-valve on or off;
2. read, replace or maintain the Meter and ancillary equipment;
3. carry out any repairs to the supply pipe deemed necessary by the Company;
4. prevent the wastage of water; or
5. inspect premises for compliance with the provisions of the water bye-laws.

### Water supplied for firefighting purposes

Where premises are equipped with a supply of water for the purposes of firefighting the Customer shall use the supply only in the event of a fire. The following will apply:-

1. fire supplies will be metered;
2. a standing charge will be payable on any fire supply; and
3. water shown as consumed on a fire supply will be billed at the prevailing rate. In the event that the water consumed was actually used for firefighting then the Customer must reclaim the amount from the Company.

### Water supplies to new or planned properties/developments

Where the Company is requested to install supplies to a site for the purposes of supplying properties which are either under construction or planned, the Company shall determine the most effective manner in which to supply water to the properties in question (taking into account the potential for future development). The Company reserves the right, in such circumstances, to lay a water main and communication pipes in private land (in accordance with the provisions of Article 3 of the Law). Such main and communication pipes remain the property and responsibility of the Company.

### Compliance with building regulations and water bye-laws

The Customer agrees to ensure that, prior to connection, the premises being connected meet all relevant building regulations under the Island Planning (Jersey) Law 1964 and the water bye-laws and that any subsequent modification to the internal plumbing arrangements will continue to be compliant with the regulations and water bye-laws. The Company reserves the right to inspect internal plumbing arrangements for compliance with regulations and applicable water bye-laws to ensure compliance prior to allowing connection to the main. Where it transpires that premises are not plumbed in accordance with the provisions of the water bye-laws or equipment is being used in breach of the water bye-laws the Company reserves the right to take action against the Customer to force compliance.

### Goods and Services Tax (GST)

Under the Goods and Services Tax (Jersey) Law 2007, where applicable, the Company is required to charge for and collect GST on the value of water supplied. GST is charged at the standard rate and is shown separately on your bill.

### Force Majeure

The Company shall not be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond the Company's reasonable control, or which result from compliance with governmental requests, laws and regulations.

### Data Protection

The Company shall be entitled to store and process data received from the Customer in-line with the Data Protection (Jersey) Law 2018 and other applicable regulations, as outlined in our Privacy Notice, a copy of which can be found at [www.jerseywater.je](http://www.jerseywater.je).

### Liability

The Company shall not be held responsible and excludes liability for any event resulting in loss or injury, loss of life, illness, damage to property, equipment or possessions of Customers and third parties caused by or involving Company equipment, property, infrastructure or the water supplied by the Company except in such cases as excluded by Law or where the Company is found to have been negligent. Without prejudice to the foregoing circumstances where the Company's liability is otherwise excluded in full, the Company's total liability arising under or in connection with its supply of water, whether arising in contract, tort (including negligence) or restitution or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the lower of: (a) £100,000; or (b) the aggregate sum billed to the customer by the Company during the 12 month period immediately preceding the date upon which any claim by a customer is first made. The Company shall not be liable for any interruption, suspension or reduction of the supply of water or because of any variation in the quantity, quality, flow or pressure of the water supply except to the extent that such event is occasioned by the unlawful or negligent act or omission of the Company. The Company shall not be liable for loss of use, profits, contracts, production or of revenue, for breach of contract to a third party, for increased costs of working or business interruption or for any consequential loss of any kind arising out of or in connection with the provision or the failure to provide a supply of water.

### Assignment

The Customer is not permitted to assign its rights or obligations under these Terms and Conditions. However, a new occupier taking possession of the premises from the Customer shall be deemed to have accepted these Terms and Conditions until they receive a communication from the Company regarding the supply of water.

### Laws governing these Terms and Conditions

These Terms and Conditions shall be governed and construed in accordance with Jersey law. The supply of water is governed by the Water (Jersey) Law 1972 as amended (the 'Water Law'). Where there is deemed by the Company or by the Courts to be inconsistency between these Terms and Conditions and the provisions of the Law, the provisions of the Law shall prevail.