



# Customer Terms of Agreement

Version 1.3 (Q2 2020)

## 1. Introduction

The contents of this contract are strictly confidential and intended for the authorised representative of the customer's organisation only and may not be shared with any third-party. To do so, without the express permission of Switch Water Supplier Limited, trading as SwitchWaterSupplier.com, would be a breach of the contract itself.

In this agreement:

- Switch Water Supplier Limited may be referred to as SwitchWaterSupplier.com, the Company, Us, We or Our;
- The recipient of the services provided may be referred to as the Customer, You or Your;
- Licensed water retailers, which are independent to SwitchWaterSupplier.com, may be referred to as Water Retailer, They or Them;

A recipient organisation may be any non-domestic user of water and waste water services in England, Scotland or Wales and which may be represented by an authorised agent or employee of the organisation who will create and account (or have an account created for them) on one of the SwitchWaterSupplier.com websites, web-based portals or software, and in doing so seek to investigate and benefit from the Company's available services for switching water supplier or obtaining additional non-domestic water services and/or consultancy.

## 2. The purpose of this contract

The purpose of this contract is to set out and agree to the terms by which You may use the SwitchWaterSupplier.com service to seek a replacement water and waste water supply contract from one of the licensed English and/or Scottish water retailers by means of creating a quotation request or formal tender, and which will be transmitted on Your behalf to the entire water market in the relevant region.

In addition to agreeing to the terms of using the SwitchWaterSupplier.com portal and software to approach the relevant Water Retailers, the terms for which You may obtain and use the additional water efficiency and cost-reduction services are described herein.



### **3. Fees for using the SwitchWaterSupplier.com water procurement platform**

In respect to Your use of the SwitchWaterSupplier.com water procurement platform, which provides the online tools and associated services to manage an organisation's property portfolio in respect of its interest in the supply of water, waste water and trade effluent services, and to request either a quotation or a full response, including quotation, to a formal tender for the supply of water and waste water services, there are no charges levied by Us directly to You.

We charge a small participation fee to the water retailer(s) that is successfully awarded your custom through the direct use of and benefit gained from the SwitchWaterSupplier.com platform the Them. The fee to the water retailer is calculated as a small percentage of the value of the wholesale charges relevant to your contract and is spread across the length of the contract.

### **4. Providing the authority to act on Your behalf**

By registering to use SwitchWaterSupplier.com's services You agree to authorise Us to act on Your behalf in respect of processing Your organisation's data, as necessary, to assist with the preparation and submission and running of a request for quotations or a formal tender to the entire English and/or Scottish water retail market.

During the SwitchWaterSupplier.com registration procedure we will request that You provide Us with a written letter of authority (LOA), which instructs a licensed water retailer that We have Your authority to act on Your behalf in one or more specific capacities, which enable Us to provide the services you are seeking.

You may provide a scanned copy of an original, signed LOA, or create a digital version of the same during the registration procedure. At the time of its creation, You may specify the duration for which the LOA remains valid, or provide the authority until such time as You choose to revoke it in order to ease future services being automatically provided to You.

From time to time it may be necessary to review the extent of the authority You have granted Us and revise the LOA I order to allow Us to continue to act on Your behalf.

### **5. Your right to use the SwitchWaterSupplier.com websites and online services**

SwitchWaterSupplier.com grants You a temporary license to use our online and software services free of charge, but without warranty or guarantee of any kind in respect of their continued availability, availability without disruption during use, or the data You may enter in to Our systems.

Any additional features or functionality provided in an effort to help You manage your property portfolio and to manage requests You wish to make of licensed Water Retailers to provide quotations and formal



tender responses are without guarantee that they will provide such services to a standard agreed to between You and the Water Retailers and it the responsibility of the Customer to ensure that the terms of any contract offered by a water retailer meet Your requirements and that they are maintained during the course of any subsequent relationship.

## **6. Our provision of a free Desktop Water Audit**

On registering to use Our platform, software and services We will offer to provide You with an initial (desktop) water audit, where We review the information You provide to Us from Your water bills and other information We may request. A desktop water audit will attempt to provide You with an indication as to whether there might be incorrect data and other anomalies on Your bills that may result in You having previously paid incorrect amounts.

If You have been charged incorrectly, this may represent either that You have been undercharged or overcharged. In either case, We will ask You whether You would like Our services, which would be discussed and provided by separate agreement and may result in You being able to recover monies already paid. We reserve a right to make such an agreement with You based on a chargeable basis but will discuss this with You should our desktop water audit uncover a likelihood of an overcharge having previously been made.

You may decline Our offer of a free desktop water audit in favour of no such service being provided, or a similar service being offered and taken by a third party.

## **7. Our opportunity to describe other water services available to you**

In registering with SwitchWaterSupplier.com, You agree to Us being able to advertise to You additional water services, consultancy and/or products that We feel may be directly of interest to You.

## **8. Your obligation to supply billing and other information**

In registering to use Our services, You agree that if requested, You will provide any and all information requested, which is considered necessary in order to provide Our services. This may include the completion of property and meter information, billing and payment preferences, information about current contractual obligations for the supply of your water and waste water services, a written letter of authority (on company letterheaded paper) to allow Us to act on your behalf on matters for which third parties may require this from Us before they engage, and in respect of copies of all bills as we deem necessary.

It is important We can extract, confirm and convey information to the Water Retailers that may only be found on your existing water bills and so it is particularly important that, in exchange for Your free use of Our water procurement platform and the quotation and tendering service we provide, You agree to provide copies of the billing information We might ask for.



## **9. Representation of, and association to, third parties**

SwitchWaterSupplier.com provides access to information, including the reference to Water Retailers' companies, logos and contact details without any responsibility as to the accuracy of the information provided or making any claim to represent those organisations on Their behalf or in partnership arrangement of any type. All information provided about third party organisations is made for information purposes only.

## **10. Accuracy of quotations and tender responses**

SwitchWaterSupplier.com endeavours to present Water Retailers with Your information in a manner which is truthful and accurate, whilst using a proprietary method to review and represent Your historical volumetric use of water and waste water over a specific period of time on which the Water Retailers will be asked to provide quotations and responses to Your formal tenders.

Whilst accessing the market data held about Your volumetric use, We do not guarantee the absolute accuracy of the information used to request quotations and tender responses on Your behalf. Instead, any quotation or tender response provided by Water Retailers can only ever be representative of a fair approximation of your likely future use, when using a close approximation of Your historical use as a basis. Of course, Your future use is determined by a number of factors, including, but which is not limited to, changes to your operations that have an affect on either fresh water use, waste water production or similar, the sale or acquisition of additional metered properties, water efficiency measures introduced and water leaks or similar.

## **11. Your obligation to choose a supply contract**

In doing so, and since We submit Your request to the entire market and all relevant and licensed Water Retailers on Your behalf, You agree that You and Your organisation shall not directly approach any retailer for a quotation outside of the SwitchWaterSupplier.com platform and service.

You agree in addition, that since We request competitive quotations and tender responses on Your behalf, and that every Water Retailer shall have had an equal and unhindered opportunity to participate, You shall make a selection from those responses offered, whether each and every Water Retailer has elected to engage or not, and also whether Your existing supplier has also chosen to provide a quotation or tender response or not.

## **12. Our impartiality and liability**

You agree that having used Our platform, software and services to seek competitive quotations and/or a tender response from Water Retailers, that We shall not be held responsible for the quality or ability of a



Water Retailer to provide You with an acceptable level of service in the process of switching suppliers or Their day-to-day water and waste water service provision.

SwitchWaterSupplier.com does not provide any advice or guidance on the reliability or specific suitability of a Water Retailer to You. It is entirely at Your discretion as to which Water Retailer You choose for your supply contract(s).

### **13. Your right to cancel this agreement**

You may not cancel Your agreement with Us if You have requested Water Retailer Quotations or a response to a formal tender and have subsequently received quotations and a response to which SwitchWaterSupplier.com and the Water Retailers are awaiting a decision as to the supplier You wish to engage for your next contract.

You may otherwise cancel your agreement with SwitchWaterSupplier.com at any time, and by doing so You agree to stop using its portal, software and services. We will delete all personally identifiable data, except that which we may require in order to contact You in the future about the services We have already provided.

### **14. Confidentiality and intellectual property rights**

In accepting this agreement and using any of SwitchWaterSupplier.com's services, You agree that You will not attempt to reverse engineer, duplicate, deconstruct, dismantle or otherwise copy or attempt to gain or provide to a third party any competitive advantage of any kind by providing information about what You have seen, read, used or otherwise been privileged to during your time as a Customer. Your agreement to this shall outlive Your use of Our platform, software and services.

End of document.