

Dated: [insert date]

**Meter Reading Services Agreement**

Between

**Northumbrian Water Limited**

And

**[insert company name]**

This Agreement is dated [insert date]

## Parties

- (1) **Northumbrian Water Limited** incorporated and registered in England and Wales with company number 02366703 whose registered office is at Northumbria House, Abbey Road, Pity Me, Durham, DH1 5FJ (**NWL**)
- (2) [**FULL COMPANY NAME**] incorporated and registered in England and Wales with company number [**NUMBER**] whose registered office is at [**REGISTERED OFFICE ADDRESS**] (**Client**)

## BACKGROUND

- (A) NWL is in the business of providing water meter reading services.
- (B) The Client wishes to obtain and NWL wishes to provide the services on the terms set out in this Agreement.

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

#### 1.1 Definitions.

**Affiliate:** any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

**Applicable Laws:** all applicable laws, statutes, regulations and codes from time to time in force.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours:** the period from 7.00 am to 6.00 pm on any Business Day.

**Change Order:** has the meaning given in clause 6.1.

**Charges:** the sums payable for the Services, as set out in Schedule 2.

**control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** as defined in the Data Protection Legislation.

**Client's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in Schedule 1.

**Client Materials:** all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to NWL in connection with the Services, including the items provided pursuant to clause 4.1(d).

**Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**Deliverables:** any output of the Services to be provided by NWL to the Client as specified in Schedule 1 and any other documents, products and materials provided by NWL to the Client in relation to the Services.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Services:** the services as set out in Schedule 1, including services which are incidental or ancillary to such services.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**VAT:** value added tax or any equivalent tax chargeable in the UK.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax and email.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Commencement and duration**

- 2.1 This Agreement shall commence on the date when it has been signed by all the parties and shall continue, unless terminated earlier in accordance with clause 12 (Termination), until **[insert date]** when it shall terminate automatically without notice.
- 2.2 NWL shall provide the Services to the Client in accordance with this Agreement from **[insert date]**.

## **3. NWL's responsibilities**

- 3.1 NWL shall use reasonable endeavours to supply the Services, and deliver the Deliverables to the Client, in accordance with this Agreement in all material respects.
- 3.2 NWL shall use reasonable endeavours to meet any performance dates specified in Schedule 1 but any such dates shall be estimates only and time for performance by NWL shall not be of the essence of this Agreement.
- 3.3 NWL shall appoint a manager for the Services, such person as identified in Schedule 1. That person shall have authority to contractually bind NWL on all matters relating to the Services (including by signing Change Orders). NWL may replace that person from time to time where reasonably necessary in the interests of NWL's business.

## **4. Client's obligations**

- 4.1 The Client shall:

- (a) comply with all applicable obligations set out in Schedule 1;
- (b) co-operate with NWL in all matters relating to the Services;
- (c) appoint a manager for the Services, such person as identified in Schedule 1. That person shall have the authority to contractually bind the Client on matters relating to the Services (including by signing Change Orders);
- (d) provide to NWL in a timely manner all documents, information, items and materials in any form (whether owned by the Client or third party) required under Schedule 1 or otherwise reasonably required by NWL in connection with the Services and ensure that they are accurate and complete;
- (e) inform NWL of all health and safety and security requirements that apply at any of the Client's customer's premises;
- (f) ensure that all the Client's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements; and
- (g) obtain and maintain all necessary licences and consents (including but not limited to all rights of access to all premises) and comply with all relevant legislation as required to enable NWL to provide the Services, the use of all Client Materials and the use of the Client's Equipment, in all cases before the date on which the Services are to start.

4.2 If NWL's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, NWL shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

## **5. Non-solicitation**

The Client shall not, without the prior written consent of NWL, at any time from the date of this Agreement to the expiry of 12 (twelve) months after the termination or expiry of this Agreement, solicit or entice away from NWL or employ or attempt to employ any person who is, or has been, engaged as an employee of NWL in the provision of the Services.

## **6. Change control**

6.1 Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

- (a) the Services;
- (b) NWL's existing charges;
- (c) the timetable of the Services; and

- (d) any of the terms of this Agreement.
- 6.2 If NWL wishes to make a change to the Services it shall provide a draft Change Order to the Client.
- 6.3 If the Client wishes to make a change to the Services:
  - (a) it shall notify NWL and provide as much detail as NWL reasonably requires of the proposed changes, including the timing of the proposed changes; and
  - (b) NWL shall, as soon as reasonably practicable after receiving the information at clause 6.3(a), provide a draft Change Order to the Client.
- 6.4 If the parties:
  - (a) agree to a Change Order, they shall sign it and that Change Order shall amend this Agreement; or
  - (b) are unable to agree a Change Order, then the Change Order shall not come into effect and this Agreement shall not be amended.
- 6.5 NWL may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to clause 6.3 on a time and materials basis at NWL's daily rates specified in Schedule 2.
- 7. Charges and payment**
- 7.1 In consideration of the provision of the Services by NWL, the Client shall pay the Charges.
- 7.2 The Charges exclude the following, which shall be payable by the Client monthly in arrears following submission of an appropriate invoice:
  - (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom NWL engages in connection with the Services; and
  - (b) the cost to NWL of any materials or services procured by NWL from third parties for the provision of the Services as such items and their cost are approved by the Client in advance from time to time.
- 7.3 NWL may increase the Charges on an annual basis with effect from each anniversary of the date of this Agreement.
- 7.4 NWL shall invoice the Client for the Charges at the intervals specified in Schedule 2. If no intervals are so specified NWL shall invoice the Client at the end of each month for Services performed during that month.

- 7.5 The Client shall pay each invoice submitted to it by NWL within 30 (thirty) days of receipt to a bank account nominated in writing by NWL from time to time.
- 7.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay NWL any sum due under this Agreement on the due date:
- (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6(a) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
  - (b) NWL may suspend all or part of the Services until payment has been made in full.
- 7.7 All sums payable to NWL under this Agreement:
- (a) are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
  - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **8. Intellectual property rights**

- 8.1 In relation to the Deliverables:
- (a) NWL and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Client Materials;
  - (b) NWL grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Agreement to copy and modify the Deliverables (excluding the Client Materials) for the purpose of receiving and using the Services and the Deliverables in its business; and
  - (c) the Client shall not sub-license, assign or otherwise transfer the rights granted in clause 8.1(b) without obtaining NWL's prior written consent to do so.
- 8.2 In relation to the Client Materials, the Client:
- (a) and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials; and
  - (b) grants NWL a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this Agreement for the purpose of providing the Services to the Client.
- 8.3 The Client:

- (a) warrants that the receipt and use of the Client Materials in the performance of this Agreement by NWL, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (b) shall indemnify NWL in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by NWL arising out of or in connection with any claim brought against NWL, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Client Materials.

8.4 NWL shall:

- (a) notify the Client in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 8.3 **Error! Reference source not found. (IPRs Claim)**;
- (b) allow the Client, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Client shall obtain NWL's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the Client with such reasonable assistance regarding the IPRs Claim as is required by the Client, subject to reimbursement by the Client of NWL's costs so incurred; and
- (d) not, without prior consultation with the Client, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Client considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of NWL into disrepute.

**9. Data protection**

- 9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and NWL is the processor. Schedule 4 sets out the scope, nature and purpose of processing by NWL, the duration of the processing and the types of personal data and categories of data subject.
- 9.3 Without prejudice to the generality of clause 9.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to NWL for the duration and purposes of this Agreement.



9.4 Without prejudice to the generality of clause 9.1, NWL shall, in relation to any personal data processed in connection with the performance by NWL of its obligations under this Agreement:

- (a) process that personal data only on the documented written instructions of the Client unless NWL is required by Applicable Laws to otherwise process that personal data. Where NWL is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, NWL shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit NWL from so notifying the Client;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
  - (i) the Client or NWL has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) NWL complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - (iv) NWL complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- (e) assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Client without undue delay on becoming aware of a personal data breach;

- (g) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of this Agreement unless required by Applicable Law to store the personal data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 9 and as soon as reasonably practicable inform the Client if, in the opinion of NWL, an instruction infringes the Data Protection Legislation.

9.5 Either party may, at any time on not less than 30 days' notice, revise this clause 9 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

## **10. Confidentiality**

10.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of 5 (five) years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 10.2.

10.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

## **11. Limitation of liability**

11.1 Nothing in this Agreement limits the liability of either party where such liability cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any matter in respect of which it would be unlawful for a party to exclude or restrict liability.

11.2 Subject to clause 11.1:

- (a) NWL shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and
- (b) NWL's total liability to the Client shall not exceed an amount equal to the total Charges paid to NWL during the 12 (twelve) month period prior to any such liability arising. NWL's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement.

## **12. Termination**

12.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 (thirty) days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the opinion of the terminating party, acting reasonably, the other party's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy.

12.2 Without limiting its other rights or remedies, NWL may suspend supply of the Services under this Agreement or any other contract between the Client and NWL if the Client becomes subject to any of the events listed in clause 12.1 above or NWL reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Agreement on the due date for payment.

12.3 Without limiting its other rights or remedies, NWL may terminate this Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Agreement on the due date for payment.

12.4 On termination of this Agreement for any reason the Client shall immediately pay to NWL all of NWL's outstanding unpaid invoices and interest.

12.5 Termination of this Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement that existed at or before the date of termination.

12.6 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

### 13. **Force majeure**

13.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party), non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause) and interruption or failure of utility service.

13.2 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for a period of 60 (sixty) consecutive days, the party not affected may terminate this Agreement by giving not less than 60 (sixty) days' written notice to the affected party.

### 14. **Assignment and other dealings**

14.1 This Agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

14.2 NWL may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

### 15. **Variation**

Subject to clause 6 (Change control), no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. **Waiver**

16.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17. **Rights and remedies**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. **Severance**

18.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

18.2 If any provision or part-provision of this Agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. **Entire agreement**

19.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

20. **Conflict**

If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Schedules, the provisions of this Agreement shall prevail.

**21. No partnership or agency**

21.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**22. Third party rights**

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**23. Notices**

23.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number or sent by email to the address specified by each party from time to time for such purpose.

23.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

23.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**24. Counterparts**

24.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

24.2 No counterpart shall be effective until each party has executed at least one counterpart.

25. **Governing law**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

26. **Jurisdiction**

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

## Schedule 1 Services Details

**Meter Reading:** It is the intention of both parties that NWL will act as sole contractor for the supply of meter reading services within NWL's area of wholesale supply.

**Cyclical Meter Reading Regime:** NWL operate a 'fire and forget' model of meter reading. This means that the Client will send an initial meter reading instruction file with details of all meters together with reading frequency and last read date. NWL will be responsible for reading the meters according to each meter's schedule and in line with market SLAs. The price for each read is detailed in Schedule 2. NWL will notify the Client if there are any changes to established reading schedules.

**Non-Cyclical Meter Reading:** Any meter reading request made outside of NWL's cyclic meter reading schedules will be dealt with as an 'ad hoc' read request. The price for ad hoc read requests are detailed in Schedule 2.

**Appointments:** An appointment is a timed read at the customer's address, NWL are able to offer appointments in line with market standards and can be flexible with Clients in terms of the appointment making process. The price for any appointments is detailed in Schedule 2, however, this may be subject to change depending on the appointment process agreed with the Client.

**Valid No Read Charges:** As part of meter reading there will be occasions when provision of an actual reading will not be possible due to circumstances outside of the control of the meter reader. In these circumstances an appropriate skip code will be provided which may require further action from the Client. In such circumstances meter reading charges will still apply. A full list of skip codes are provided in Schedule 3 along with suggested actions and whether a valid no read charge applies. Regular management audits of meter reader's completed work will take place to validate skip codes being used. The Client agrees to pay for failed read attempts where reasonable endeavours have been made to obtain an actual read, for example: a customer's meter was covered by an obstruction, which they were asked to remove. This would be raised via the skip code process, to be actioned by the Client and subsequently corrected at the next cyclical read. The Client is responsible for arranging access to their customer's meters where access issues have been raised. The Client will do all it reasonably can to communicate with the customer in order to resolve the issue. In this regard the Client is responsible for ensuring that all reasonable steps are taken to ensure that NWL operatives obtain safe and unobstructed access during Business Hours to the meter in a suitable working environment for the purposes of complying with this Agreement.

**Data:** When attempting to read any relevant meter NWL will provide the Client with either the meter reading or a skip code. The Client will provide all relevant information, in the agreed transfer format, to NWL regarding meters to be read, this includes but is not limited to:

- Customer full postal address
- Meter location details
- Meter serial number
- SPID
- Any H&S issues
- Any relevant access information

**Business Hours:** In consideration of the charges, NWL shall provide the Service to the Client at the customer premises within NWL wholesale area of supply at the agree frequency during Business Hours. All scheduled visits will be planned by NWL in accordance with NWL's current reading schedules ('Fire and Forget' model).



**Data and Service Isolation:** NWL shall ensure that meter reading data (and associated data sets) pertaining to the client will not be accessible by any other party whom they are providing field services activities to e.g. other retailers.

**Operational Tolerances:** Operational tolerances are built into NWL’s meter reading software and used to flag potentially abnormal consumption. Where the meter read exceeds the tolerance, but has been checked by the meter reader and is found to be true, photographic evidence shall be supplied to the Client.

**Health and Safety:** Both parties are committed to the safety of their staff and in particular the safety of those on the ground, carrying out meter reading. The Client will commit to sharing data which allows NWL meter readers to be warned of any known risks in advance and as such shall design-in communication protocols which allow the sharing of safety related information with front line teams. The Client will endeavour to keep customer records up to date, where known risks exist. This is a two-way process and NWL meter readers will also be responsible for advising of any health and safety concerns to the Client via skip codes and comments.

Both parties agree that the safety of their employees comes first in all cases and no one should place their self at undue risk. Where the Services cannot be completed on the grounds of safety, this will be communicated between the parties who will agree on a way forward together.

**Reporting:** NWL will provide a monthly performance report to the Client, the content of which is to be agreed by both parties.

**Provision of Data:** The Client will provide all new/leaving customer data (transfers in or out) in a timely fashion so that NWL are able to perform within the market SLAs. Failure on behalf of the Client to provide the correct customer data and in a timely manner which leads to failures against the market SLA’s will not be seen as the responsibility of NWL.

**Contact details:**

	NWL	Client
Designated Point of Operational Contact	<p>E&amp;S:</p> <p>Phil Turner</p> <p>Meter Field Services Manager</p> <p><u><a href="mailto:Phil.Turner@nwl.co.uk">Phil.Turner@nwl.co.uk</a></u></p> <p>07736 793126</p> <p>North:</p> <p>Emma Taylor</p> <p>Meter Field Services Manager</p> <p><u><a href="mailto:Emma.taylor@nwl.co.uk">Emma.taylor@nwl.co.uk</a></u></p> <p><a href="tel:07973675491">07973675491</a></p>	

Designated Point of Escalation	Andrew Ledger Metering Manager Andrew.ledger@nwl.co.uk 07968 575715	
--------------------------------	--	--

## Schedule 2 Charges and pricing structure

The pricing for cyclic reading is based on the total number of reads requested per annum (this can be a mixture of monthly, bi-annual, or quarterly) and is split in volume bandings:

<b>Number of Reads Per Annum</b>	1 – 30,000	30,001 – 150,000	150,0001 >
<b>Bi-Annual</b>	£2.05	£1.98	£1.82
<b>Quarterly</b>	£3.08	£2.96	£2.74
<b>Monthly</b>	£3.41	£3.28	£3.28

### Other Read Types

<b>Read Type</b>	<b>Price</b>
Non-Cyclical Read (>10 days notice)	£10.50
Non-Cyclical Read (<10 days notice)	£19.26
Special Requirement e.g. 2 man lift	£38.51

**Schedule 3    Skip Codes**

<b>Skip Code</b>	<b>Recommended Action</b>	<b>Valid No Read Charge</b>
SK001 - Access Restricted – Card Left	Agreed customer read card process followed	See customer read card process
SK002 - Access Restricted – no card left	Retailer contact customer. Appointment Process	Y
SK003 – Can't locate meter	Property and Meter inspection service	Y
SK004 - Meter removed	Retailer contact Wholesaler. Wholesale operations	Y
SK005 - Faulty / damaged meter or chamber	Retailer contact wholesaler. Wholesale operation	Y
SK006 - Property demolished / derelict	Retailer to investigate with customer	Y
SK007 - Key / key code required	Retailer contact customer. Appointment process	Y
SK008 - Unsafe / hazardous location	Retailer contact wholesaler. Wholesale operations	Y
SK009 - Local environment issues e.g. area flooded		Y
SK010 - Cant locate property / insufficient address detail	Retailer to provide more information	Y

## **Schedule 4 Processing, Personal Data and Data Subjects**

### **1. Processing by NWL**

#### **1.1 Scope and nature**

The collection and use of customer's full postal address.

#### **1.2 Purpose of processing**

For the purposes of providing the Services.

#### **1.3 Duration of the processing**

For the duration of providing the Services under this Agreement.

### **2. Types of personal data**

Customer's full postal address.

### **3. Categories of data subject**

Customers of the Client.

SIGNED BY  
duly authorised for and on behalf of  
**Northumbrian Water Limited**

.....

DATE

.....

SIGNED BY  
duly authorised for and on behalf of  
[insert company name]

.....

DATE

.....