

Irish Water

Terms and Conditions for the Supply of Water Services to Non-Domestic Customers



Contact details

Please have your 10 digit Irish Water account number to hand when you phone. If you have any questions or need more information please contact us.

Web: **www.water.ie** **Irish Water**
Twitter: **@IWCare** **PO Box 448**
Email: **business@water.ie** **South City Delivery Office**
 Cork City

Account information or account enquiries

9am-5.30pm, Mon-Fri

Telephone: **0818 778 778** or **+353 1 707 2827**

ITRS: **1800 378 378** (for hard of hearing customers)

Water supply queries and emergencies

24 hours a day, 7 days a week

Telephone: **1800 278 278** or **+353 1 707 2828**

ITRS: **1800 378 378** (for hard of hearing customers)

This publication is available in Braille, in audio on CD and in large text format on request by calling 0818 778 778.

Safeguarding our water for our future

These Terms and Conditions are issued by Irish Water in compliance with the Non-Domestic Customer Handbook CRU/20/117b, issued by the Commission for Regulation of Utilities on 13 October 2020. You can contact Irish Water at the details above.

- (A) These Terms and Conditions govern the supply of Water Services by Irish Water to Non-Domestic Customers. They do not apply to Domestic Customers.
- (B) These Terms and Conditions (excluding Clause 8.1) also apply to Mixed Use Customers with respect to the provision of Water Services to any part of a Mixed Use Premises, which is a Non-Domestic Premises.
- (C) Irish Water operates within a regulatory framework, which includes economic regulation by the Commission for Regulation of Utilities ("**CRU**") and environmental regulation by the Environmental Protection Agency ("**EPA**").
- (D) The Water Services Acts together with other applicable legislation provide a statutory framework which sets out the rights, duties and responsibilities of the parties to these Terms and Conditions in relation to the provision and receipt of Water Services. Nothing in these Terms and Conditions shall alter any of the rights granted to you under that statutory framework.
- (E) These Terms and Conditions have been reviewed by the Commission for Regulation of Utilities in accordance with the Non-Domestic Customer Handbook and are available at www.water.ie or may be obtained by contacting Irish Water at the General Enquiries number set out above.
- (F) To the extent that a Non-Domestic Customer avails of only Water Supply in respect of a Premises, any provisions within these Terms and Conditions relating solely and specifically to Wastewater collection shall not apply.
- (G) To the extent that a Non-Domestic Customer avails of only Wastewater collection in respect of a Premises, any provisions of these Terms and Conditions relating solely and specifically to Water Supply shall not apply.

1. Definitions

1.1 The following capitalized terms shall, where used in these Terms and Conditions, have the meanings ascribed to them below:

“Additional Services” means any works or services delivered to the Non-Domestic Customer by, or on behalf of, Irish Water in relation to, but excluding, the provision of Water Services.

“Annual Quantity” means the annual volume of (i) water supplied to a Metered Connection or (ii) Wastewater collected from a Metered Connection, as measured by a meter and/or calculated by an estimation.

“Applicable Law” means all Acts of the Oireachtas, statutory instruments, regulations, orders and other legislative provisions which in any way relate to these Terms and

Conditions, including the Water Services Acts, and any code, guidance, decision or direction as may be issued from time to time by any Regulator or relevant industry authority. Any reference to “Applicable Law” or any enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted.

“Appliances” means any appliance, machine, product, equipment or any other apparatus of any nature (mechanical, electrical or otherwise), and whether domestic or industrial in nature, that uses, relies on, or receives a supply of Water Services (including associated pipework) that are installed within, as part of, or on a Non-Domestic Premises.

“Billing Period” means the specific period of time for which the use of Water Services is billed (which may change from time to time).

“Boundary Box” generally means a below ground enclosure owned, controlled or vested in Irish Water, which may contain, amongst other things, a stop valve, a Meter and related fittings and which is generally smaller than a Chamber (for further details see Irish Water’s ‘Standard Details’ for Water and Wastewater Infrastructure that is published on its website - <https://www.water.ie/connections/developer-services/standard-details-codes/>).

“Business Codes of Practice” shall mean the Codes of Practice applicable to the provision of Water Services to Non-Domestic Customers and Mixed Use Customers (with respect to the provision of Water Services to any part of a Mixed Use Premises which is a Non-Domestic Premises) available at www.water.ie/about/our-customer-commitment/

“Chamber” generally means a below ground, enclosed structure, which is not a Boundary Box or a Flow Meter Kiosk, and which is typically larger in size than a Boundary Box (and unlike a Boundary Box, often constructed specifically for the Premises to which it relates) and which may contain pipes, accessories and related fittings including Meters. For further details, see Irish Water’s ‘Standard Details’ for Water and Wastewater Infrastructure that is published on its website - <https://www.water.ie/connections/developer-services/standard-details-codes/>.

“Commencement Date(s)” means the date that these Terms and Conditions take effect as set out in Clause 2.3.

“Commission” or **“CRU”** means the Commission for Regulation of Utilities.

“Connection” means the physical connection of a Non-Domestic Customer’s Premises to the network to facilitate the provision of Water Services to the Non-Domestic Customer’s Premises and for the purposes of Clauses 16 and 17 of these Terms and Conditions also includes the provision of Water Services by Irish Water through or via the Connection.

“Connection Agreement” means the written agreement which sets out, amongst other things, Irish Water’s consent to the Connection and the commercial and technical terms governing the Connection, including the Connection Charge. Information in relation to connection agreements can be found at <https://www.water.ie/connections/>

“Connection Charge(s)” has the meaning given to that term in the Connection Charging Policy and the Water Charges Plan which are available on Irish Water's website.

“Connection Charging Policy” means the policy (as may be amended from time to time), approved by the Commission, which sets out how Irish Water should charge for a Connection and is available at www.water.ie/connections/information/charges/

“Customer” means in relation to the provision of Water Services, the Occupier of the Premises (or any part (or parts) or all thereof) in respect of which the Water Services are provided.

“Disconnection” or **“Disconnect”** means any disconnection, discontinuation or restriction of Water Services carried out by Irish Water, whether on a temporary or permanent basis (which may on occasion be carried out pursuant to a request by a Non-Domestic Customer).

“Disconnection Policy” means the policy (as may be amended from time to time), which is currently available or shall be made available on Irish Water's website and which sets out the circumstances in which Irish Water may carry out Disconnection and reconnection, including the circumstances in which a Customer may be charged for Disconnection or reconnection. The Disconnection Policy is a Commission approved document.

“Domestic Allowance” means the allowance(s) applied by Irish Water to take account of the supply of water to a Dwelling in a metered Mixed-Use Premises (in circumstances in which the Non-Domestic Premises encompassing part of the Mixed Use Premises is liable to water charges).

“Domestic Customer” means a Customer in respect of a Dwelling.

“Dwelling” means a Premises (or part(s) of a Premises) occupied by a person as his or her place of Private Residence (whether or not as his or her Principal Private Residence).

“Effective Date” means 20th December 2021, the date of issue of these Terms and Conditions.

“Emergency” means any situation identified by Irish Water (acting in its discretion) to be an Emergency, including:

- a) an Emergency endangering persons and/or property; or
- b) where the Water Supply to the Non-Domestic Customer or to other Customers is limited or unavailable; or
- c) an immediate threat to public health or the environment.

“Emergency Notice” means a notice issued by Irish Water or a Regulator in accordance with Clause 19.1 (but does not include notice(s) or direction or orders which may be issued by Irish Water under any Applicable Law).

“EPA” or **“Environmental Protection Agency”** means the independent public body established under the Environmental Protection Agency Act 1992, which is responsible for environmental protection and policing.

“Fixed Charge” has the meaning given to that term in the Water Charges Plan.

“Flow Meter Kiosk” generally means a cabinet (which is not a Boundary Box or a Chamber), typically constructed above ground and adjacent to the location of the Meter sensor, which generally and often contains electrical equipment associated with the Meter, often including a display unit, a data logger and a power supply. For further details, see Irish Water’s ‘Standard Details’ for Water and Wastewater Infrastructure that is published on its website).

“Force Majeure” means any individual or series of acts, events, omissions or non-events beyond a Party’s reasonable control or which could not have reasonably been prevented or the consequences of which could not have reasonably been prevented and which has the effect of preventing a Party from complying with its obligations under these Terms and Conditions, acts of God, riots, war, acts of terrorism, strikes (other than labour disputes involving Irish Water employees), fire, flood, storm, data virus, utility failure (other than a failure by Irish Water), drought, sonic boom, radiation contamination, earthquake or shortage or contamination of Water Supply. For the purposes of this definition an Emergency shall be deemed an event that is beyond Irish Water’s reasonable control and as such a Force Majeure event for which Irish Water’s obligations may be suspended in accordance with Clause 29.

“Irish Water” means Irish Water (Uisce Éireann), a Designated Activity Company incorporated in Ireland (company registration number 530363) and having its registered office at Colvill House, 24-26 Talbot Street, Dublin 1.

“Meter” has the meaning assigned to that term in Section 71 of the Water Services Act 2007.

“Mixed Use Customer” means a Customer in respect of any part (or parts) or all of a Mixed Use Premises.

“Mixed Use Premises” means a Premises encompassing a part (or parts) that is a Dwelling and a part (or parts) that is a Non-Domestic Premises which receives a Shared Supply of water and/or a Shared Collection of Wastewater (by way of example, and without limiting the scope of the foregoing, a supply serving a farmhouse occupied as a Dwelling and a farm; or, a Premises encompassing a shop and a flat occupied as a Dwelling).

“Non-Domestic Customer” or **“you”** shall have the meaning specified in Clause 2.2.

“Non-Domestic Customer Drain” has the meaning given to the term ‘Customer Drain’ in the Water Charges Plan.

“Non-Domestic Customer Handbook” means the latest version of the document written by the Commission, which provides guidelines to Irish Water about the levels of customer service and customer protection measures to be implemented by Irish Water in

respect of Non-Domestic Customers, and is available at www.cru.ie/document_group/irish-water-non-domestic-customer-handbook/.

"Non-Domestic Tariff Framework" means Irish Water's Non-Domestic Tariff Framework as approved by the CRU – CRU/19/074.

"Non-Domestic Premises" means any Premises (or part(s) of a Premises) that is not a Dwelling.

"Occupier" means in relation to a Premises, the person for the time being entitled to the occupation of the Premises. It shall be presumed, unless the contrary is proved, that the Owner of a Premises is also the Occupier of that Premises.

"Other Agreement" means a legally binding agreement or arrangement that Irish Water has entered into (or which was not entered into by Irish Water but for which Irish Water is now legally responsible having assumed by law, the rights and liabilities of the person or entity that originally entered into the agreement) with a Non-Domestic Customer, either prior to, or subsequent to, the Commencement Date, which will include, but not be limited to, a Connection Agreement.

"Owner" means, in relation to a Premises, a person, other than a mortgagee not in possession, who, whether in his or her own right or as a trustee or agent for any other person, is entitled to receive the rent of the Premises or where the Premises is not let at a rent, would be so entitled if it was let.

"Party" means one or other party to these Terms and Conditions and the term "Parties" shall be construed accordingly.

"Pipe Maintenance Responsibility Graphics" means the graphics published on Irish Water's website at (<https://www.water.ie/help/pipe-maintenance-responsibility/>).

"Premises" includes any building, vessel, vehicle, structure or land (whether or not there are structures on the land and whether or not the land is covered with water), and any plant or related accessories on or under such land, or any hereditament of tenure, together with any out-buildings and curtilage. The definition of a Premises includes any part (or parts) of a Premises and a Premises may encompass both a part (or parts) occupied as a place of Private Residence (i.e. a Dwelling) and a part (or parts) which is not occupied as a place of Private Residence (i.e. a Non-Domestic Premises).

"Privacy Notice" means Irish Water's privacy notice, which explains the use of personal data related to Non-Domestic Customers and can be found at www.water.ie/privacy-notice/ or can be sent to the Non-Domestic Customer on request by contacting Irish Water using the contact details set out on page 2 of these Terms and Conditions.

"Principal Private Residence" means the building or part of a building occupied and declared by the Occupier as his or her only or main Private Residence.

"Private Residence" means a Premises in which the Occupier(s) reside privately (i.e. with a general right to exclude others).

“Regulator” means any regulatory bodies having jurisdiction over the business and/or operations of Irish Water.

“Ring Main” generally means a supply pipe (supplied with water by Irish Water) that is usually laid in a ring around a building(s) located on a Premises so as to allow fire hydrants to be located on it for firefighting purposes.

“Sewer” means drainage pipes and Sewers of every description (excluding Storm Water Sewers), owned by, vested in or controlled (on a permanent basis) by Irish Water, but does not include a Non-Domestic Customer’s Drain or service connection.

“Shared Collection” means a single Connection to the Wastewater network that serves more than one Customer or Premises (or different parts of the same Premises).

“Shared Supply” means a single Connection from the water network that serves more than one Customer or Premises (or different parts of the same Premises).

‘Standing Charge’ has the meaning given to that term in the Water Charges Plan.

“Storm Water” means rainwater run-off that enters any pipe.

“Terms and Conditions” means these general terms and conditions as may be updated from time to time and notified to the Non-Domestic Customer.

“Trade Effluent” has the meaning given to that term in the Local Government (Water Pollution) Act 1977 (as amended).

“Trade Effluent Discharge Authorisation” means a licence or consent issued by Irish Water under Section 16 of the Local Government (Water Pollution) Act, 1977, as amended, or a consent issued by Irish Water under Section 99(e) of the Environmental Protection Agency Act 1992, or Section 52 of the Waste Management Act 1996, as amended.

“Volumetric charge” means the charge per m³ (cubic meter, equivalent to 1,000 litres) of water treated and supplied or Wastewater collected, treated and disposed of.

“Wastewater” means Sewage or other Sewage Effluent discharged, or to be discharged, to a Non-Domestic Customer’s Drain, service connection or Sewer but does not include Storm Water.

“Waterworks” has the meaning assigned to that term in Section 2 of the Water Services Act 2007.

“Water Charges Plan” means the latest version of the plan submitted by Irish Water in respect of charging Customers for the provision of Water Services (as provided for under Section 22 of the Water Services (No.2) Act 2013) and which is approved (with or without modification) by the Commission, a copy of which is available on Irish Water's website at www.water.ie/about/our-customer-commitment/ or on request by calling us at the General Enquiries number set out above.

“Water Main” means pipes supplying water owned by, vested in or controlled by Irish Water but does not include pipes, fittings and appliances in respect of service connections or distribution systems.

“Water Services” means all services, including the provision of water intended for human consumption, which provide storage, measurement, treatment or distribution of surface water, groundwater or water supplied by Irish Water, or Wastewater collection, storage, measurement, treatment or disposal, but does not include:

- a) provision by a person of pipes and related accessories for the distribution of water, or collection of Wastewater, to facilitate the subsequent Connection by a provider of water services of another person to a water supply or Wastewater collection service; and
- b) such other exemptions as the Minister may prescribe, for the purposes of the application of licensing provisions.

“Water Services Acts” means the Water Services Acts 2007 to 2017 (as may be amended from time to time).

“Water Supply” means water supplied by the public Water Main.

“Working Day” means any day other than a Saturday or Sunday when banks are generally open for business in Ireland.

1.2 Terms such as “including”, “in particular”, ‘generally’, “such as” and “for example” are not to be read to limit, but may extend, the generality of the provisions they relate to.

2. Supply of Water Services

- 2.1 Irish Water shall provide the Water Services to the Non-Domestic Premises in accordance with, and subject to, Applicable Law, these Terms and Conditions and in line with requirements set out in the Non-Domestic Customer Handbook and the Business Codes of Practice. The Non-Domestic Customer shall receive the Water Services in accordance with, and subject to, Applicable Law and these Terms and Conditions.
- 2.2 For the purposes of these Terms and Conditions, the Non-Domestic Customer means a Customer in respect of a Non-Domestic Premises. However, in the event that:
 - i. a third party, sets up and pays a billing account for the supply of Water Services to a Non Domestic Premises that party shall in addition to the Customer be deemed a Non-Domestic Customer in respect of the receipt of Water Services to that Non Domestic Premises; and
 - ii. a Customer that was occupying a Non Domestic Premises ceases to occupy the Non-Domestic Premises, the Owner as recorded in Irish Water’s database, shall be deemed a Non-Domestic Customer in respect of the receipt of Water Services to that Non Domestic Premises from the date of such cessation.

and, in each case, the Non-Domestic Customer (as applicable) agrees that it will be bound and shall comply in full with these Terms and Conditions in respect of its receipt of Water Services.

- 2.3 By setting up an account with Irish Water, providing billing details, signing up to a Connection Agreement and/or receiving Water Services, the Non-Domestic Customer is expressly agreeing to these Terms and Conditions.
- 2.4 The Commencement Date(s) for these Terms and Conditions shall, be as follows:
- a) **Existing Non-Domestic Customers:** in respect of those Non-Domestic Customers (and/or Non-Domestic Premises) who are in receipt of Water Services as at the Effective Date, the Commencement Date of these Terms and Conditions shall be the Effective Date.
 - b) **New Non-Domestic Customers:** in respect of Non-Domestic Customers (and/or Non-Domestic Premises) who were not in receipt of Water Services as at the Effective Date, the Commencement Date of these Terms and Conditions, as applicable, shall be the earlier to occur of:
 - i. the date on which the Non-Domestic Customer enters into a Connection Agreement with Irish Water in respect of a Non-Domestic Premises (and where a Non-Domestic Premises has not been built or not completely built as at that date, all references to Non-Domestic Premises in these Terms and Conditions shall be read as including and relating to the proposed or partially built Non-Domestic Premises referred to in the Connection Agreement);
 - ii. the date on which the Non-Domestic Customer takes up occupation or ownership (as applicable) of a Non-Domestic Premises which is in receipt of Water Services; or
 - iii. the date on which a Non-Domestic Customer sets up an account for the payment of the supply of Water Services to a Non-Domestic Premises.
- 2.5 Where a Non-Domestic Customer has multiple Non-Domestic Premises, the Commencement Date of these Terms and Conditions may vary in line with Clause 2.4.
- 2.6 In the event that a Non-Domestic Customer who is not currently in occupation of the Non Domestic Premises fails to make any payments due in respect of Water Services provided to that Non Domestic Premises, Irish Water may send a disconnection notice to the occupier of the Non Domestic Premises subject to applicable law.

3. Provision of Information

- 3.1 In order to use the Water Services, you shall provide Irish Water with all necessary information to enable Irish Water to facilitate the administration of the account in order to provide the Non-Domestic Premises with the Water Services.

- 3.2 Irish Water may request a Non-Domestic Customer to provide it with any technical or operating information that Irish Water reasonably requires to enable Irish Water to carry out its statutory roles and responsibilities. The Non-Domestic Customer shall provide any such information that is requested within such reasonable timeframe as Irish Water requests and without charge. To the extent that any such information is confidential or commercially sensitive it shall be marked as so by the Non-Domestic Customer.
- 3.3 Further information on Irish Water's use of information which contains personal data is set out at Clause 27 below. Please also refer to the Privacy Notice on Irish Water's website at <https://www.water.ie/privacy-notice/>.

4. Trade Effluent

- 4.1 Trade Effluent discharges to a Sewer are regulated by Irish Water or the EPA in accordance with Applicable Law.
- 4.2 Any discharge of Trade Effluent to a Sewer must at all times be made pursuant to, and in accordance with, the terms of a valid Trade Effluent Discharge Authorisation and all Applicable Law. Further information in relation to Trade Effluent can be found at <https://www.water.ie/for-business/trade-effluent/>.
- 4.3 A licence issued to a Non-Domestic Customer by Irish Water (or by a sanitary authority prior to Irish Water) under Section 16 of the Local Government (Water Pollution) Act 1977 (as amended) in relation to the discharge of Trade Effluent to a Sewer applies only to the specific Non-Domestic Customer named and identified as the licensee in the licence. Such a licence is not transferable or interchangeable and does not permit or authorise any other person or entity to make any discharge of Trade Effluent to a Sewer.

5. Connection

- 5.1 Charges associated with Water and/or Wastewater Connections are as set out in the Connection Charging Policy and the Water Charges Plan. No Connection can be made to the Irish Water network until the Non-Domestic Customer enters into a Connection Agreement with Irish Water (whereby Irish Water consents to the Connection) and appropriate Connection Charge(s) have been paid in full. The Connection Charge (or any part thereof) shall only be deemed to be paid when funds have cleared in Irish Water's bank account. Irish Water is under no obligation to propose to enter into a Connection Agreement with any Non-Domestic Customer or any other person.
- 5.2 Where a Non-Domestic Customer seeks a change to their Water Services supply, (including a new Connection, a change to their Connection method or an increase in their Water Services demand profile), the Non-Domestic Customer must apply to Irish Water for a new Connection. The application will be assessed by Irish Water. In the event that Irish Water issues an offer of a new Connection, the Non-Domestic Customer will be required to enter into a Connection Agreement with Irish Water and to pay any associated Connection Charges, in accordance with the Connection Charging Policy and the Water Charges Plan.

- 5.3 If a Non-Domestic Customer requires an additional Water Supply for the purposes of firefighting (for example, to provide fire hydrants), the Non-Domestic Customer must make a separate application to Irish Water. The application will be treated as a new Connection application and the Non-Domestic Customer will be charged in accordance with the Connection Charging Policy.

6. Post-Connection Responsibility

- 6.1 These Terms and Conditions do not impact either Parties' obligations or responsibilities in relation to the provision, renewal, care, maintenance and/or repair of pipework. Such obligations and responsibilities are more particularly set out and provided for in the Water Services Acts (and worked examples can be found in the Pipe Maintenance Responsibility Graphics, which are available on Irish Water's website).
- 6.2 Save in respect of an existing Shared Supply and, unless otherwise authorised or permitted by Irish Water, the Non-Domestic Customer is prohibited from supplying water onwards to another location or Premises other than the Non-Domestic Premises to which these Terms and Conditions apply. Irish Water shall not be liable for any claims, loss or damage arising from a breach of this provision by the Non-Domestic Customer or by any other third party, including any claims, loss or damage arising from adverse consequences arising directly or indirectly as a result of such a breach.
- 6.3 Subject to Clause 6.4, and save to the extent that any liability for such loss, damage or injury is allocated between the parties in any Other Agreement, the Non-Domestic Customer fully indemnifies Irish Water and its servants, agents and contractors in respect of any loss, damage, claim, liability or injury:
- a) that may result from the Non-Domestic Customer's laying or use of pipes within the Non Domestic Premises; and/or
 - b) caused as a result of any leakage of Wastewater or water from that pipework for which the Non-Domestic Customer is responsible.
- 6.4 The Non-Domestic Customer shall not be liable under Clause 6.3 above to the extent that the loss, damage or injury arises solely and directly as a result of the negligence of Irish Water and/or its agents.
- 6.5 The Non-Domestic Customer shall be solely responsible for preventing any backflow, back syphonage or blowback from pipework for which the Non-Domestic Customer is responsible into the Water Main or Waterworks and the Non-Domestic Customer shall take all necessary action to prevent such backflow, back syphonage or blowback occurring.

7. Temporary connection

- 7.1 Where the Non-Domestic Customer requires a temporary Connection for a specified period (for example, for the provision of a Water Supply and/or Wastewater discharge during construction or for a once-off event) the Non-Domestic Customer must apply to Irish Water for a temporary Connection. Irish Water is under no obligation to propose to enter into a Connection Agreement in relation to the proposed temporary Connection.
- 7.2 Subject to clause 7.1, no Connection can be made until the Non-Domestic Customer enters into a Connection Agreement with Irish Water and any Connection Charge(s) have been paid in full. The Connection Charge (or any part thereof) shall only be deemed paid when funds have cleared in Irish Water's bank account. The Non-Domestic Customer will be charged for the provision of the temporary Connection and the cost of removal of the temporary Connection at the end of the specified period in accordance with the Connection Agreement, the Connection Charging Policy and the Water Charges Plan.
- 7.3 Where a Meter is fitted for a temporary Connection, the Non-Domestic Customer will be charged at appropriate metered water and/or Wastewater rates in accordance with the Water Charges Plan. Where there is no Meter fitted for a temporary Connection, the appropriate unmetered charge in the Water Charges Plan will apply.

8. Disconnection

- 8.1 Disconnection of a Non-Domestic Customer's Water Services shall be carried out in accordance with the Water Services Acts, the provisions set out in the Code of Practice on Disconnection for Non-Domestic Customers and the Non-Domestic Customer Handbook, and any Applicable Law.

9. General Requirements

- 9.1 The Non-Domestic Customer acknowledges that the delivery of water to the Non-Domestic Premises by Irish Water is subject to certain variations that may affect the quality, taste, colour, hardness, clarity, pressure, availability or any other aspect of water. Nothing in these Terms and Conditions shall impose any additional obligation on Irish Water in respect of the quality of water other than that imposed on Irish Water by Applicable Law and nothing in these Terms and Conditions gives (or should be construed as giving) any cause of action to the Non-Domestic Customer that would not be available to the Non-Domestic Customer under any Applicable Law.
- 9.2 Interruptions of Water Services may occur from time to time. In line with its statutory obligations, Irish Water will, where required to do so, take appropriate steps to seek to minimise the number of interruptions and to restore the Water Services as quickly as possible following such an interruption. Irish Water's notification obligations to Non-Domestic Customers regarding unplanned interruptions will be carried out in line with the Non-Domestic Customer Handbook.
- 9.3 Irish Water reserves the right to interrupt Water Services in whole or in part, if Irish Water deems such action necessary, or if Irish Water is required or permitted to do so by Applicable Law or is requested to do so by any Regulator or any health or environmental

authority. Irish Water will, so far as is reasonably practicable, take steps to minimise such disruption to Water Services and shall give advance notice of any planned interruptions to Non-Domestic Customers, in line with the Non-Domestic Customer Handbook.

- 9.4 The Non-Domestic Customer shall ensure the avoidance of any wastage in its use of water at all times (but especially in time(s) of drought and/or water scarcity).
- 9.5 The Non-Domestic Customer may in times of drought and/or water scarcity be required to restrict or prevent the use of water, in line with notifications, prescribed or ordered by Irish Water in accordance with Applicable Law.
- 9.6 The Non-Domestic Customer is responsible for the location and repair of leaks on any pipework or related fittings for which the Non-Domestic Customer is responsible under the Water Services Acts (or any other Applicable Law).

10. Metering

- 10.1 Irish Water may (but is not obliged to), where a Meter or Meters have been installed, use a Meter or Meters to measure the supply of water to a Non-Domestic Premises, subject to the Meter being in good working order and in compliance with Applicable Law and Irish Water's specifications.
- 10.2 Meters installed by Irish Water or its authorised representatives will at all times remain the property of, and be maintained by, Irish Water, unless otherwise agreed in writing by Irish Water.
- 10.3 Irish Water, or its authorised representatives, shall be responsible for the reading of the Meters. If, for any reason, Irish Water is not able to obtain a Meter reading for any Billing Period (or if it appears to Irish Water that a Meter reading is incorrect or inaccurate or otherwise open to question), Irish Water may estimate the Non-Domestic Customer's usage of Water Services for that Billing Period.
- 10.4 Where a Meter is being installed in respect of the Premises, Irish Water will in normal circumstances be responsible for the installation of the Meter. The Meter may be located within the boundary to the curtilage of the Premises or, on occasion, inside a building located on the Non-Domestic Premises. The Non-Domestic Customer will, at all reasonable times, permit Irish Water, or its authorised representatives, to enter and access the Non-Domestic Premises for the purposes of Meter installation, repair, maintenance, replacement and reading (and any and all related or associated activities).
- 10.5 Irish Water or its authorised representatives may install a Meter on a wastewater connection where Irish Water deems it appropriate to measure the volume of wastewater entering the Sewer. Where feasible, Irish Water may alternatively install submeters on the water supply pipework for the purposes of evaluating wastewater going to the Sewer from the Non-Domestic Premises.
- 10.6 Irish Water may fix, remove, read, examine, repair, replace, install (reinstall), connect or alter a Meter, at its sole discretion and at its own cost. Only persons authorised by Irish Water are permitted to carry out such works.

- 10.7 A Non-Domestic Customer may open the Boundary Box to read the Meter or for the purposes of carrying out temporary repair or maintenance within their Non-Domestic Premises where it is necessary to isolate or turn off their water supply at the stop valve.
- 10.8 The Non-Domestic Customer is not permitted to remove, alter or disturb the Boundary Box, or any apparatus from or within the Boundary Box (including the Meter), save insofar as is strictly necessary to enable a Meter read or water supply isolation in accordance with this Clause. The Non-Domestic Customer shall not leave the open Boundary Box unattended at any stage without adequate edge protection and traffic management (and ensuring that all other health and safety matters are appropriately attended to). The Non-Domestic Customer shall reinstate the polystyrene frost plug, where present, and the lid of the Boundary Box to its original state following any Meter read or access of the Boundary Box to isolate the water supply.
- 10.9 In the event that the Non-Domestic Customer disturbs the Boundary Box, Meter or any other apparatus within the Boundary Box (or where the Non-Domestic Customer becomes aware of any third-party disturbance) then the Non-Domestic Customer shall inform Irish Water immediately.
- 10.10 Larger Meters may be housed in Chambers, and Irish Water acknowledges (subject to Clauses 10.11 and 10.12 below) that the Non-Domestic Customer may open these Chambers to read the Meter or access valves that control supply to the Non-Domestic Premises. In some cases, certain ancillary Meter apparatus may be housed in a Flow Meter Kiosk above ground, and Irish Water acknowledges (subject to Clause 10.12 below) that the Non-Domestic Customer may open a Flow Meter Kiosk to view usage data displayed within the Flow Meter Kiosk. The Non-Domestic Customer shall not leave an open Flow Meter Kiosk unattended at any stage.
- 10.11 No Chamber shall be opened by any Non-Domestic Customer without a full and complete assessment of the risks involved in such opening being undertaken by a competent person. All appropriate measures to protect health and safety, including traffic management, edge protection and, in certain circumstances, confined space risks should be taken before any such openings take place. Any such openings shall comply with, and adhere to, all Applicable Law. Chambers that are not located on or in the Non-Domestic Premises should not be opened without the express permission of Irish Water, and the local roads authority (where such permission is needed).
- 10.12 A Non-Domestic Customer is not permitted to remove, alter, damage, interfere with or otherwise disturb any apparatus or wiring or other contents within the Chamber or Flow Meter Kiosk (including the Meter). If any apparatus or wiring or other contents is damaged, interfered with or otherwise disturbed, or if a cover or door on a Chamber or Flow Meter Kiosk cannot be replaced correctly, the Non-Domestic Customer shall inform Irish Water immediately.
- 10.13 The Non-Domestic Customer may not add or connect any devices or equipment to the Meter or ancillary apparatus without express advance written permission from Irish Water.
- 10.14 It is an offence under the Water Services Acts for any persons to:

- a) remove, damage or cause the removal or damage or otherwise impair or cause the impairment of the proper working of a Meter;
 - b) alter or cause a Meter to be altered fraudulently;
 - c) prevent, or cause to be prevented, the volume of water or Wastewater supplied or discharged through a Meter from being duly registered; or
 - d) fraudulently bypass or cause or permit the bypass of a Meter provided for the purpose of measuring the volume of water supplied to a Premises.
- 10.15 The Non-Domestic Customer shall not interfere with a Meter (or Boundary Box or Chamber or Flow Meter Kiosk) or its surroundings in such a manner as may or would result in the Meter being inaccessible to Irish Water or its authorised representatives. This includes the blocking or covering of a Meter (or Boundary Box or Chamber or Flow Meter Kiosk) in connection with any construction work carried out by the Non-Domestic Customer.
- 10.16 Subject to Clause 10.17 below, Irish Water shall be entitled to rely on the index or register reading on the Meter as the accurate quantity of water supplied to the Non-Domestic Customer (or wastewater discharged by the Non-Domestic Customer). Irish Water may record index readings using either manual or automatic meter reading methodologies. Bills and the Irish Water online account management system should be monitored by the Non-Domestic Customer for all relevant consumption information (and any queries or alleged discrepancies should be quickly brought to the attention of Irish Water).
- 10.17 The Non-Domestic Customer may request Irish Water to have the Meter tested for accuracy. Such a request by the Non-Domestic Customer may result in an Additional Services charge (as approved by the Commission) to the Non-Domestic Customer which will be payable in advance of the Meter test. If the Meter is found to be inaccurate, Irish Water shall adjust the Non-Domestic Customer's account to reflect reasonable usage on the basis of a methodology approved by the Commission and shall refund any Additional Services charge paid by the Non-Domestic Customer for such testing.
- 10.18 In the event of unauthorised interference, whether by the Non-Domestic Customer or any other third party, whereby water consumption is bypassing the Meter (or otherwise not being recorded accurately by the Meter), and without prejudice to any other statutory rights (including prosecution pursuant to the Water Services Acts), Irish Water reserves the right to estimate such unrecorded consumption (in a manner approved by the Commission) and to include the charges for same in the Non-Domestic Customer's bill.
- 10.19 Irish Water has Business Codes of Practice which includes a metering Code of Practice. To review a copy please visit Irish Water's website at www.water.ie/about/our-customer-commitment/ or to obtain a copy please contact Irish Water using the details set out on page 2 or in Clause 26.1.

11. Contamination, Waste and Misuse

- 11.1 The Non-Domestic Customer must at all times comply with the provisions of all Applicable Law (including the Water Services Acts and the Local Government (Water Pollution Act) 1977) in relation to contamination, waste and misuse of the water supplied to the Non-Domestic Premises (and also in respect of the discharge of Wastewater from the Non-Domestic Premises).

12. Access

- 12.1 You must allow Irish Water and its servants and agents safe, full and free access to the Non-Domestic Premises without charge:
- a) at any time following a request by Irish Water if there is (or may be), in the opinion of Irish Water, danger to life or property or an Emergency, as determined by Irish Water;
 - b) if Irish Water is entitled to such access under any Applicable Law or any Other Agreement;
 - c) to enable Irish Water to carry out any and all activities, functions, obligations and responsibilities that arise from, or relate to, Irish Water's role as operator and owner of the Water Services network (and the provider of Water Services under the Water Services Acts) which includes, by way of example only, the installation, connection, repair, maintenance, changing, testing, removal, replacement, disconnection or reading of any Irish Water equipment and infrastructure;
 - d) to enable Irish Water to carry out testing, monitoring, analysis and sampling for all activities relating to the provision of Water Services including Meter reading and to assess compliance with any Trade Effluent Discharge Authorisation;
 - e) to allow Irish Water to restrict Water Services or cease to make Water Services available at your Premises in any circumstances where Irish Water is entitled or required to do so under these Terms and Conditions or under any Applicable Law.
- 12.2 The Non-Domestic Customer grants Irish Water, or will procure the grant to Irish Water of, at no cost, all such consents, wayleaves and interests necessary to allow Irish Water safe, full and free access to the Non-Domestic Premises for any of the purposes outlined in Clause 12.1. This Clause is entirely without prejudice to any entitlement or right to access Irish Water may have under an Applicable Law, a Trade Effluent Discharge Authorisation, a wayleave or related grant of rights, or any Other Agreement.

13. Misuse of a Fire Hydrant

- 13.1 A Non-Domestic Customer shall not misuse (or allow to be misused) a fire hydrant on their Premises. Fire hydrants shall only be used for firefighting purposes. The water flowing to fire hydrants or through a Ring Main shall not be diverted and/or used for purposes other than firefighting except where advance written permission is provided by Irish Water.

13.2 Irish Water may install a Meter on a fire Ring Main at its sole discretion.

14. Liability

14.1 Nothing in these Terms and Conditions shall affect or render inapplicable or inoperable any defence or immunity that Irish Water benefits from or can avail of, and/or which arises under law (including without limitation Applicable Law).

14.2 Irish Water shall not be liable under these Terms and Conditions in contract, tort (including negligence), statute or otherwise for any:

- I. indirect or consequential loss or damage;
- II. economic loss, loss of profit, loss of revenue;
- III. loss of bargain or loss of contract;
- IV. loss of opportunity or anticipated savings;
- V. loss of goodwill; or
- VI. loss of capital or wasted expenditure

suffered by the Non-Domestic Customer as a result of the performance or non-performance of these Terms and Conditions (and the provision of Water Services by Irish Water) irrespective in each case of whether such loss or damage was reasonably foreseeable.

14.3 Subject to Clause 14.1 and the express exclusions set out in Clause 14.2 which shall apply in all cases, Irish Water shall not be liable under these Terms and Conditions in contract, tort (including negligence), statute or otherwise for any loss of damage suffered by the Non-Domestic Customer as a result of the performance or non-performance of these Terms and Conditions and the provision of Water Services by Irish Water save to the extent that the loss, damage or injury arises solely and directly as a result of the gross negligence and/or wilful misconduct of Irish Water and/or its agents in the performance of its obligations under these Terms and Conditions.

14.4 Subject to Clause 14.1 and the express exclusions set out in Clause 14.2, Irish Water's liability resulting from gross negligence and/or wilful misconduct shall be limited, in any one calendar year for any one or more incidents or series of incidents whether related or unrelated in that calendar year, to the aggregate of the charges payable by the Non-Domestic Customers to Irish Water in the preceding calendar year.

14.5 Nothing in these Terms and Conditions will exclude or limit the liability of either Party for death or personal injury resulting directly from the negligence of either Party.

14.6 Nothing in these Terms and Conditions restricts, prevents or prohibits Irish Water from seeking recovery from the Non-Domestic Customer where the Non-Domestic Customer has caused, created or contributed to (or is otherwise responsible for) any loss, injury,

claim, expense, liability or damage occasioned to Irish Water or any third party (and nothing in these Terms and Conditions prohibits Irish Water from seeking to take action to prevent such loss, injury, claim, expense, liability or damage occurring or continuing).

15. Appliances

- 15.1 The Non-Domestic Customer accepts full liability and responsibility for the care, repair, upkeep and maintenance of all the Appliances installed at or on the Non-Domestic Premises. Irish Water has no responsibility or liability whatsoever or howsoever arising, whether in contract, tort (including negligence) or otherwise, in relation to, or arising from, the provision (or non-provision) of Water Services to any Appliances.

16. Billing and Charges

- 16.1 Irish Water shall issue a bill to the Non-Domestic Customer in respect of the charges for general Water Services provided to the Non-Domestic Premises during the relevant Billing Period. The Non-Domestic Customer can opt for paperless billing, if that is their preference. Each Non-Domestic Customer will be responsible for discharging any outstanding charges for Water Services provided in respect of a Non-Domestic Premises.
- 16.2 The charges for Water Services provided by Irish Water are set out in the Water Charges Plan as approved by the Commission. Irish Water may also include in the Non-Domestic Customer's bill, charges for Additional Services Irish Water has agreed to supply to the Non-Domestic Customer and that the Non-Domestic Customer has received from Irish Water. Any such charges (if applicable) will be in accordance with the Water Charges Plan. The Non-Domestic Customer shall pay such charges in accordance with the Water Services Acts and Irish Water's Business Codes of Practice. Irish Water's Business Codes of Practice can be found on <https://www.water.ie/about/our-customer-commitment/> or by contacting Irish Water using the contact details set out on page 2 or in Clause 26.1.
- 16.3 If Irish Water supplies Water Services to the Non-Domestic Customer but all or part of such Water Services supplied is not registered by the Meter (due to a fault or unauthorised interference or for any other reason), and the Non-Domestic Customer has underpaid Irish Water, then the Non-Domestic Customer must pay any balance deemed to be outstanding in line with the Non-Domestic Customer Handbook and/or the Business Codes of Practice as applicable.
- 16.4 Tariffs are liable to change from time to time in line with the Non-Domestic Tariff Framework and/or Water Charges Plan. The Non-Domestic Customer will be bound by any such changes in tariffs. In addition, Trade Effluent charges may also be payable by the Non-Domestic Customer in accordance with the Water Charges Plan.
- 16.5 Where approved by the Commission, Irish Water may change the price charged for Water Services. Irish Water will give the Non-Domestic Customer thirty (30) calendar days' notice in advance of any price change taking effect unless otherwise prescribed by the Commission. This will be clearly indicated on the Non-Domestic Customer's bill and the method of application will be explained on the bill or in an accompanying insert (this

may be an electronic notice where a Non-Domestic Customer has chosen paperless billing).

- 16.6 A customer billed as a Mixed-Use Customer shall promptly notify Irish Water of any changes that may affect the Mixed-Use Customer's eligibility for a Domestic Allowance (or additional allowance amounts). If it is found that a Domestic Allowance(s) (or additional allowance amounts) should not have been applied to some or all of the bills that have issued, then Irish Water shall compute the total amount that was erroneously not billed (due to the misapplication of the Domestic Allowance(s)) and issue a bill for that sum. That bill will become due and owing in the normal way. In such circumstances (and if deemed applicable) Irish Water may change the Customer's categorisation from Mixed-Use Customer to Non-Domestic Customer.
- 16.7 In the event of a notice that declares water unfit for human consumption, Irish Water will apply the applicable discount/rebate to the Non-Domestic Customer's bill in line with the Water Charges Plan.
- 16.8 The Non-Domestic Customer may request a change in the categorisation of a Non-Domestic Premises from a Non-Domestic Premises to a Dwelling or a Mixed-Use Premises, or vice versa. Any such application must be made in full compliance with the Irish Water process around such re-categorisation, and details of the process can be found at www.water.ie/business/billing/customer-categorisation/ or by contacting Irish Water using the contact details set out on page 2 or in Clause 26.1. Any such re-categorisation is, at all times, subject to Irish Water's discretion and approval.
- 16.9 Irish Water operates a national leak allowance policy. Further details of the leak allowance policy (including eligibility criteria) can be found at <https://www.water.ie/business/billing/leakage-allowance/> and in the Water Charges Plan. At all times the granting of any leak allowance is at the discretion of Irish Water, acting reasonably.
- 16.10 Non-Domestic Customers in relation to Metered Connections will generally pay a "Standing Charge" (fixed) and a "Volumetric Charge" (variable) based on the volume of water consumed or wastewater discharged.
- 16.11 Non-Domestic Customers in relation to unmetered Connections pay a Fixed Charge per year.
- 16.12 The tariff class relating to any Metered Connection will depend on the Annual Quantity. Due to a change in usage, some Metered Connections may change Tariff Class. Irish Water will provide notification in advance of any such change in tariff class that impacts a Non-Domestic Customer in line with the Non-Domestic Customer Handbook.

17. Payment

- 17.1 The Non-Domestic Customer shall be liable to pay Irish Water the charges within a specified time period from the date on which the bill is issued (as specified on the bill). Where there is more than one Non-Domestic Customer in respect of a Non-Domestic Premises, Irish Water will issue the bill to the Non-Domestic Customer recorded in Irish

Water's billing systems as having primary responsibility for the discharge of bills relating to the Non-Domestic Premises. Where sums become overdue, Irish Water will request that payment be made immediately. Irish Water's accepted payment methods are set out on the back of all bills.

- 17.2 The Non-Domestic Customer's liability to pay for the Water Services continues until all sums due have been discharged in full in respect of the Non-Domestic Premises.
- 17.3 The Non-Domestic Customer shall pay Irish Water for any Additional Services (as set out in the Water Charges Plan) that have been requested by the Non-Domestic Customer and provided by Irish Water.
- 17.4 All sums payable by the Non-Domestic Customer in relation to Water Services shall be paid in Euro.
- 17.5 Where an estimation for the usage of Water Services applies in accordance with Clause 10.3, the Non-Domestic Customer shall pay:
- I. such charges based on the estimation in accordance with the payment terms specified in the applicable bill; and
 - II. where a Meter reading for the Premises is subsequently obtained, any additional amounts due where usage calculated by the Meter reading exceeded the estimation. The Non-Domestic Customer shall pay such additional amounts in accordance with the terms of a subsequent bill issued in respect of the Non-Domestic Premises.
- 17.6 In the event that the Non-Domestic Customer is experiencing payment difficulties, the Non-Domestic Customer should contact Irish Water immediately using the contact details set out on page 2 or in Clause 26.1. Irish Water will seek to engage early and proactively with Non-Domestic Customers who are having payment difficulties to discuss payment options with the Non-Domestic Customer. An Irish Water representative will liaise with the Non-Domestic Customer in accordance with Irish Water's Business Customer Billing Code of Practice.
- 17.7 Irish Water reserves the right to seek to recover any sums due from the Non-Domestic Customer as a simple contract debt through court proceedings.
- 17.8 Save in respect of disputed amounts, if the Non-Domestic Customer has an account with Irish Water for more than one Non-Domestic Premises, Irish Water may set off and deduct any credit or debit between such Non-Domestic Customer's Non-Domestic accounts in order to recover any money due to Irish Water. Any exercise by Irish Water of its rights of set off and deduction under this Clause shall be without prejudice to any other rights or remedies available to it under these Terms and Conditions or otherwise. The Non-Domestic Customer may not exercise any right of set off or deduction in respect of any charges.
- 17.9 Where the Non-Domestic Customer is more than one person or entity, each person or entity is jointly and severally liable for the Non-Domestic Customer's obligations under these Terms and Conditions and, in particular, the payment of charges for Water

Services. In the event that there are arrears owing on the Non-Domestic Customer's account, Irish Water reserves the right to seek recovery of these arrears in full from one, some or all of the joint account holders.

- 17.10 Where the Non-Domestic Customer closes their Irish Water account and there is a credit balance due to the Non-Domestic Customer, Irish Water will notify the Non-Domestic Customer of the credit balance on their final bill. The Non-Domestic Customer must inform Irish Water of how they wish payment of the credit balance to be made to them. In the event that a credit balance remains unclaimed six years after the closure of an account, Irish Water shall remove the balance from the account and the Non-Domestic Customer shall lose any entitlement to such monies.
- 17.11 If the Non-Domestic Customer does not pay Irish Water sums due in respect of charges for Water Services, Irish Water may Disconnect a Non-Domestic Premises in accordance with Clause 8 of these Terms and Conditions.
- 17.12 Irish Water may pass any outstanding debt to a third-party agency who may attempt to recover the debt on behalf of Irish Water.

18. Security

- 18.1 If Irish Water acting reasonably decides a security payment such as a deposit is required at any time, the Non-Domestic Customer must provide such security payment to Irish Water (the form, nature and amount of any such payment is to be reasonably determined by Irish Water). Any such security payment will be used for the payment of any monies which may from time to time become due by you under these Terms and Conditions (or under the Water Charges Plan).
- 18.2 The Non-Domestic Customer acknowledges that any security which is in the form of a deposit does not constitute an interest-bearing deposit, and the Non-Domestic Customer shall not be entitled to any interest payments.

19. Emergency

- 19.1 Where Irish Water is of the opinion that an Emergency necessitates a reduction or other limitation or restriction in consumption of water supplied or wastewater removed, Irish Water may:
- a) issue an Emergency Notice, having immediate effect, directing the Non-Domestic Customer to reduce or limit or restrict consumption of water supplied by Irish Water to the Non-Domestic Premises to such rate or quantity as may be specified in the Emergency Notice; and/or
 - b) issue such other direction(s), notice(s) or order(s) as Irish Water, acting reasonably, considers necessary.
- 19.2 Irish Water provides a 24-hour contact service for the purpose of receiving calls from Non-Domestic Customers in relation to the supply of Water Services. The telephone

number for the 24-hour contact service using the contact details set out on page 2 or in Clause 26.1.

- 19.3 Where Irish Water is of the opinion that an Emergency necessitates a reduction or other limitation or restriction or cessation of Trade Effluent and/or Wastewater discharged to a Sewer (or a change in the nature and/or composition of such Trade Effluent and/or Wastewater), Irish Water may:
- a) issue an Emergency Notice, having immediate effect, directing the Non-Domestic Customer to reduce, restrict, limit or cease Trade Effluent and/or Wastewater discharge to the Sewer to such rate or quantity as may be specified in the Emergency Notice (or to change the nature and/or composition of such Trade Effluent and/or Wastewater in the manner specified in the Emergency Notice); and/or
 - b) issue such other direction(s), notice(s) or order(s) as Irish Water, acting reasonably, considers necessary.

The Non-Domestic Customer shall comply with any Emergency Notice issued under this Clause 19 (and any other directions(s), notice(s) or order(s) that might be issued by Irish Water, for example in relation to water conservation).

The issue of an Emergency Notice under Clauses 19.1 or 19.3 of these Terms and Conditions does not limit or restrict the powers or rights of Irish Water to issue any other notice or order (or take any other action deemed appropriate) under any Applicable Law or any Other Agreement or any Trade Effluent Discharge Authorisation in relation to the matters referred to in the Emergency Notice.

20. Storage

- 20.1 Irish Water cannot guarantee continuous supply of water. Where a Non-Domestic Customer requires a continuous supply, the Non-Domestic Customer is required to have adequate and appropriate storage to facilitate such supply.

21. Codes of Practice

- 21.1 Non-Domestic Customers should note that Irish Water has Business Codes of Practice which govern customer billing, disconnections, customer communication, metering, network operations, and complaint handling. These Codes of Practice comply with the Irish Water Non-Domestic Customer Handbook.
- 21.2 To review Irish Water's Business Codes of Practice please visit our website at www.water.ie/about/our-customer-commitment/ or to obtain a copy please contact Irish Water using the contact details set out on page 2 or in Clause 26.1 of these Terms and Conditions.

22. Variation

- 22.1 Where approved by the Commission, Irish Water may amend, revise, vary or add to these Terms and Conditions at any time. Such revised Terms and Conditions shall become applicable and binding on the Parties following thirty (30) calendar days' from the date that the updated Terms and Conditions are provided on Irish Water's website at www.water.ie. By continuing to receive Water Services after that date you will be deemed to have accepted any such revised Terms and Conditions.
- 22.2 The most recent version of the Terms and Conditions shall be displayed on the Irish Water website or may be obtained by contacting Irish Water using the contact details set out on page 2 or in Clause 26.1 of these Terms and Conditions.

23. Complaints

- 23.1 You may make a complaint in relation to any issue arising under these Terms and Conditions by contacting the Irish Water Customer Service Department using the contact details set out in Clause 26.1.
- 23.2 Any complaint made by the Non-Domestic Customer will be addressed by Irish Water in accordance with Irish Water's Code of Practice on Complaint Handling. To review a copy of this Code please visit Irish Water's website at <https://www.water.ie/about/our-customer-commitment/> or to obtain a copy please contact Irish Water using the details set out in Clause 26.1.
- 23.3 In the event that the Commission requires any information in relation to a complaint submitted, Irish Water will be required to provide the information requested to the Commission, to the extent that any such request complies with any requirements set out under Applicable Law.

24. Closure of Account

- 24.1 Where the Non-Domestic Customer wishes to close their account (and has notified Irish Water in accordance with Clause 24.3 below) for reasons other than where they are moving from the Premises (for example when the Premises is moving from the Irish Water network to being supplied with water from a private well) Irish Water shall be entitled to cease supplying water to the Premises.
- 24.2 Save insofar as is expressly provided in this Clause 24, these Terms and Conditions shall not have further application or be enforceable by or against the Parties in respect of any particular Non-Domestic Premises on the later to occur of either (a) Water Services no longer being supplied by Irish Water to the Non-Domestic Customer in respect of the Non-Domestic Premises or (b) all monies due and owing by the Non-Domestic Customer to Irish Water in respect of the Non-Domestic Premises having been paid in full.
- 24.3 If a Non-Domestic Customer wishes to close an account relating to any specific Non-Domestic Premises then the Non-Domestic Customer shall provide ten (10) Working Days' notice to Irish Water to that effect in writing or by telephone (or as otherwise agreed). Where an existing Non-Domestic Customer proposes to move into a different Non-Domestic Premises, he or she must give the required notice under this clause and

provide full details of the new Non-Domestic Premises to which the Non-Domestic Customer is moving, if the Non-Domestic Customer proposes to receive Water Services at the new Non-Domestic Premises. Irish Water shall not be required to seek confirmation in relation to a request for an account closure with any other Non-Domestic Customer in respect of the same Non-Domestic Premises provided such a request comes from an applicable account holder.

- 24.4 Relevant charges will continue to apply and accrue in respect of any Water Services supplied to the Non-Domestic Customer and/or to its Non-Domestic Premises during the ten (10) Working Days' notice period. To the extent a Non-Domestic Customer continues to use Water Services for any period following the expiry of that ten (10) Working Days' notice period relevant charges will continue to apply and accrue in respect of that period.
- 24.5 Prior to the closure of a Non-Domestic Customer's account all amount(s) due for all Water Services supplied up to the date of such proposed closure of account (including any other charges and obligations in the Water Charges Plan) must be paid in full.
- 24.6 In the case of a Non-Domestic Premises with a Meter, unless the Non-Domestic Customer opts in writing before the expiry of the (10) Working Days' notice period to have one of the alternatives measurements provided for in Clause 24.7 apply, the Non-Domestic Customer shall be deemed to accept an estimated Meter reading provided by Irish Water. The Non-Domestic Customer shall be bound to accept this application by Irish Water.
- 24.7 In the case of a Non-Domestic Premises with a Meter, the Non-Domestic Customer may request in writing before the expiry of the (10) Working Days' notice period that the following be used as a means to calculate Water Services supplied up to the date of such proposed closure of account, as an alternative to proposed measurements set out in Clause 24.6:
- a) a closing Meter reading provided by the Non-Domestic Customer which is accepted by Irish Water; or
 - b) a special Meter reading to be taken by Irish Water (for which the Non-Domestic Customer may incur an additional charge).
- 24.8 The Non-Domestic Customer agrees to make payment in full for any Water Services supplied during the period outlined above (being the notice period and any period thereafter whilst the Non-Domestic Customer continues to receive Water Services from Irish Water).
- 24.9 Any Water Services supplied to the Non-Domestic Customer at the Non-Domestic Premises after the closure of the account shall be billed to, and payable by, the Non-Domestic Customer in the normal way.
- 24.10 The termination or expiry of these Terms and Conditions, howsoever arising, will not affect the rights and duties of either Party accrued prior to termination or expiration. For the avoidance of any doubt the provisions of Clause 6.3 and Clause 14 shall survive expiry or termination of these Terms and Conditions.

25. Notices Issued Under These Terms and Conditions

- 25.1 Except as otherwise provided for in the Terms and Conditions, any notice to be given by Irish Water under these Terms and Conditions may be published on Irish Water's website (www.water.ie), sent by post to the Non-Domestic Premises or by post or email to the postal or email address provided by the Non-Domestic Customer, communicated to the Non-Domestic Customer by telephone and/or published by Irish Water in Irish press and media, in accordance with Irish Water's notification obligations. Where there is more than one Non-Domestic Customers in respect of a Non-Domestic Premises, Irish Water shall be deemed to have served notice on each such Non-Domestic Customers where it serves notice on the applicable account holder in respect of a Non-Domestic Premises in accordance with this clause 25.1.
- 25.2 Except as otherwise provided for in the Terms and Conditions, any notice to be given by the Non-Domestic Customer under these Terms and Conditions shall be:
- a) sent by post to the address in Clause 26.1;
 - b) sent by email to business@water.ie; or
 - c) communicated via telephone using the contact details set out in Clause 25.1.
- 25.3 Notices under these Terms and Conditions shall be deemed to be delivered to the Non-Domestic Customer or Irish Water:
- 25.3.1 if delivered by post, two (2) Working Days after posting to a national address;
 - 25.3.2 if delivered by post, five (5) Working Days after posting to an international address;
 - 25.3.3 if delivered by email, as soon as it is received by the intended recipient's email server; or
 - 25.3.4 if published by Irish Water via press or media including on the Irish Water website, on the time and date of such publication.

26. Contact Details

- 26.1 The Irish Water Customer Service Department may be contacted as follows:

In writing:	Irish Water PO Box 448 South City Delivery Office Cork City
By telephone (within Ireland):	0818 778 778
International	+353 1 707 2827
Website:	www.water.ie (at the

Email:
ITRS (Text Relay):

“Contact Us” section)
business@water.ie
1800 378 378

- 26.2 Contact information for Irish Water may be amended or varied from time to time. The up-to-date contact information in this regard will be displayed on Irish Water's website at www.water.ie.

27. Data Protection, Access to Environmental Information and Freedom of Information

- 27.1 In order for Irish Water to provide the Non-Domestic Customer with Water Services, it is necessary for Irish Water to collect and use personal data relating to the Non-Domestic Customer. Our legal basis for collecting and using this information is set out fully in our Privacy Notice. We process this information in order to administer these Terms and Conditions to which you are Party, where it is necessary for our performance of tasks which we carry out in the public interest, and in the exercise of official authority vested in us by law (including the Water Services Acts).
- 27.2 Irish Water has the right to contact the Non-Domestic Customer by mobile phone or land line or by using SMS (or other messaging facility) for operational reasons (to include for example outages, water quality issues, billing matters and complaints) in carrying out its statutory roles and responsibilities.
- 27.3 If you have any questions regarding our use of personal data, please contact dataprotection@water.ie.
- 27.4 The European Communities (Access to Information on the Environment) Regulations 2007, as amended, state that every person has a right to access environmental information held by a public authority (subject to certain exemptions). The Freedom of Information Act 2014 as amended enables members of the public to obtain access to records in the possession of public bodies (subject to certain exemptions). The Non-Domestic Customer is required to identify any information which is to be treated as confidential or commercially sensitive and is required to identify the grounds on which the information may be categorised as such. Irish Water shall, at its discretion, make the final determination on whether any information is to be regarded as confidential or commercially sensitive. Irish Water accepts no responsibility for any loss or damage arising as a result of its processing of freedom of information/access to information on the environment requests.

28. Waivers

- 28.1 No delay by, or omission of, either Party in exercising any rights under these Terms and Conditions shall have the effect of waiving such right unless given in writing and shall not prejudice the exercise of any future right available to that Party.
- 28.2 If Irish Water waives a breach of the Terms and Conditions by the Non-Domestic Customer, that waiver shall not be considered to be or include a waiver of any subsequent breach by the Non-Domestic Customer of the same or any other provision of these Terms and Conditions.

29. Force Majeure

- 29.1 If either Party shall be unable to carry out any of its obligations under these Terms and Conditions because of a Force Majeure event, the other obligations not affected by the Force Majeure shall continue to have full effect but the relevant obligations affected by the Force Majeure shall be suspended without liability for a period equal to the period during which the Force Majeure operates (or such other time period as determined by the Commission). Any such suspension shall be of no greater scope and of no longer duration than the occurrence of the Force Majeure event.
- 29.2 Neither Party shall be liable to the other for any breach of these Terms and Conditions where that breach is solely and directly caused by a Force Majeure event.

30. General

- 30.1 Nothing in these Terms and Conditions nor any Other Agreement shall limit, substitute, override, amend or qualify any of the statutory functions, obligations or the rights of Irish Water under Applicable Law and such laws shall continue to have full force, effect and validity. The provisions of this Agreement and any Other Agreement shall be interpreted in such a manner as is consistent with those statutory functions, obligations or rights (as applicable). In the event of any conflict or inconsistency or ambiguity between (i) the provisions of these Terms and Conditions and any Other Agreement and (ii) any provisions contained in Applicable Law (which are binding on Irish Water), the provisions contained in that Applicable Law shall prevail.
- 30.2 Subject to Clause 30.1, to the extent that a Non-Domestic Customer during the term of these Terms and Conditions (i) has a valid Trade Effluent Discharge Authorisation or (ii) is party to a subsisting Other Agreement with Irish Water, these Terms and Conditions will not override the validity or operation of, or the terms contained within, such Other Agreement or Trade Effluent Discharge Authorisation. In the event of any conflict or inconsistency or ambiguity between (i) the provisions of these Terms and Conditions and (ii) any Other Agreement or Trade Effluent Discharge Authorisation, the terms of the Other Agreement or Trade Effluent Discharge Authorisation, as the case may be, shall prevail, save in the case of Clause 30.1 which will prevail over any of the terms contained in the Other Agreement or Trade Effluent Discharge Authorisation.
- 30.3 Subject to Clause 30.1 and 30.2, these Terms and Conditions (together with any terms within any other documents which are referred to in these Terms and Conditions) constitute all of the terms and conditions between the Non-Domestic Customer and Irish Water, which supersede all proposals or prior agreements, oral or written, and all other communications between the Non-Domestic Customer and Irish Water relating to the subject matter of the Terms and Conditions.
- 30.4 The headings in the Terms and Conditions are for convenience only and shall not affect their interpretation.
- 30.5 If, for any reason, any provision of these Terms and Conditions shall be, or be found to be, void or of no effect or invalid the other provisions hereof shall not be affected thereby and shall continue in full force and effect. Irish Water may, acting reasonably, replace any

such invalid and unenforceable provisions with valid and enforceable provisions designed to achieve, to the greatest extent possible, the purpose and intent of such invalid and unenforceable provisions subject to the approval of the Commission.

31. Governing Law

- 31.1 The Terms and Conditions shall be governed and construed in accordance with the laws of Ireland and, without prejudice to the jurisdiction of the Regulator, the courts of Ireland shall have exclusive jurisdiction to decide disputes arising between the Non-Domestic Customer and Irish Water.