



Terms and Conditions for COVID-19 Payment Scheme

1 Definitions

- 1.1 In these terms and conditions, the following words and expressions shall have the following meanings:
- 1.1.1 “Calculation Date” means the date on which COVID-19 Payment Plan for a Relevant Customer is calculated;
 - 1.1.2 “Charges” means the charges for the provision of the Services in accordance with these Terms and Conditions, the relevant Scheme of Charges;
 - 1.1.3 “COVID-19 Payment Plan” means a payment plan for Charges agreed between SWL and a Relevant Customer in accordance with the requirements of paragraph 4;
 - 1.1.4 “Customer” means a party occupying non-household premises which has been, is or will be liable to pay SWL in respect of Services;
 - 1.1.5 “SWL” means Smarta Water Limited a limited company registered in England with company number 09896052, with its registered office at North House, Elland Road, Morley, Leeds, West Yorkshire, England, LS27 7QZ and licensed by Ofwat to provide water and waste services in England;
 - 1.1.6 “Future Sums Due” means sums due to SWL by a Relevant Customer in respect of Services provided and invoiced following the Calculation Date during the Payment Plan Period;
 - 1.1.7 “Payment Plan Amount” means a sum calculated in accordance with paragraph 4.2.1;
 - 1.1.8 “Payment Plan Installment” means the amount of the monthly installment calculated in accordance with paragraph 4.2.3;
 - 1.1.9 “Payment Plan Installment Date” means a date for payment of a Payment Plan Installment;
 - 1.1.10 “Payment Plan Period” means the period over which payments will be made subject to Covid-19 Payment Plan which will be a period of up to 12 months (or such longer period as SWL shall determine in its absolute discretion);
 - 1.1.11 “Relevant Customer” means a Customer who meets the requirements set out in paragraph 3.1;
 - 1.1.12 “Relevant Premises” means the non-household premises occupied by a Relevant Customer which is provided with Services by SWL;
 - 1.1.13 “Services” means water supply and/or waste retail services pursuant to the Water Industry Act 1991.

- 1.2 Capitalised words and expressions shall bear the same meaning given to them in the Standard Contract.
- 1.3 The Terms and Conditions are supplemental to and to be read in conjunction with the Standard Contract.
- 1.4 Where these Terms & Conditions differ from or conflict with the Standard Contract, these Terms & Conditions shall take precedence. Otherwise, the Standard Contract remain in full force and effect and shall be the basis upon which we contract with you.

2 COVID 19 – Payment Scheme

As a consequence of the impact of COVID-19 and the related restrictions on businesses, Ofwat has agreed that SWL can offer to a Relevant Customer a payment arrangement to pay sums due by such in respect of Charges.

3 Eligibility

- 3.1 A Customer will be eligible to pay invoices in respect Charges pursuant to a COVID-19 Payment Plan if:
 - 3.1.1 the Customer has demonstrated to the satisfaction of SWL (acting reasonably) that it is experiencing difficulties in paying invoices in respect of Charges as a consequence of the impact on their business of COVID-19 and the related UK Government restrictions;
 - 3.1.2 SWL (acting reasonably) is satisfied by its own enquiries that the Customer is experiencing difficulties in paying invoices in respect of Charges as a consequence of the impact on their business of COVID-19 and the related UK Government restrictions; or
 - 3.1.3 The Customer's premises were subject to temporary closure as a consequence of COVID-19.
- 3.2 A Customer will not be eligible to pay invoices in respect Charges pursuant to a COVID-19 Payment Plan if:
 - 3.2.1 The Relevant Premises were not temporarily closed due to the operation of the restrictions imposed by the UK Government in relation to COVID-19; and
 - 3.2.2 The Customer has not demonstrated to the satisfaction of SWL (acting reasonably) that it is experiencing difficulties in paying invoices in respect of Charges as a consequence of the impact on their business of COVID-19 and the related UK Government restrictions;

4 Payment Plan Terms

- 4.1 Where it is demonstrated that a Customer is a Relevant Customer, SWL will propose to that Customer a payment plan to pay Charges. Where a Relevant Customer agrees to enter into a COVID-19 Payment Plan, the Relevant Customer agrees that the supply of Services by SWL will be subject to these Terms and Conditions and the Standard Contract.

4.2 A COVID-19 Payment Plan will be calculated as follows:

- 4.2.1 SWL will establish with the Relevant Customer whether in relation to of invoices for Future Sums Due, the Customer wishes either :
 - a. To pay such invoices as they fall due in accordance with their terms; or
 - b. To include such invoices within the COVID-19 Payment Plan.
- 4.2.2 SWL will calculate the sum which will be subject to the COVID-19 Payment Plan which will be the aggregate of:
 - a. All sums due to SWL in respect of Services for the period to the Calculation Date;
 - b. To the extent that the Relevant Customer has elected to include invoices for Future Sums Due in the COVID-19 Payment Plan, a reasonable estimate of the sums that will be due to SWL by the Relevant Customer in respect of the Services over the Payment Plan Period.

This sum will be the “Payment Plan Amount”.

- 4.2.3 SWL will then calculate the levels of payments required by dividing the Payment Plan Amount into substantially equal monthly installments over the Payment Plan Period (or such other installment arrangement as the Relevant Customer and SWL shall agree).
- 4.2.4 SWL shall then propose (acting reasonably) the date for payment for each Payment Plan Installment provided that the first Payment Plan Installment shall be due not later than 20 Business Days following the Calculation Date.

4.3 The Customer shall make payment of the Payment Plan Installments on each relevant Payment Plan Installment Date.

4.4 The Relevant Customer agrees that SWL may declare the whole of the Payment Plan Amount immediately due and payable if:

- 4.4.1 If the Relevant Customer defaults in paying any Payment Plan Installment on a relevant Payment Plan Installment Date; or
- 4.4.2 If the Relevant Customer is subject to an Insolvency Event;

4.5 Nothing in these terms and conditions shall preclude a Relevant Customer from making payment in addition to scheduled Payment Plan Installments.

5 Changes to this Scheme

These Terms and Conditions are subject to change and may be changed by SWL at any time by making revised terms and conditions available at www.smartawater.com. Such changes shall take effect within 20 Business Days of revised terms and conditions being published (or such shorter period as may be required by Ofwat).