

Anglian Water Services Ltd (Trading as Geodesys)

Terms and Conditions of the Credit Facility

1. Definitions

In these terms and conditions, the following definitions shall, except where the context otherwise requires, have the following meanings: "Company" means Anglian Water Services Limited (Company Registration Number: 2366656) trading as Geodesys. Registered Office: Lancaster House, Lancaster Way, Ermine Business Park, Huntingdon, Cambridgeshire, PE29 6XU

"Customer" means the company, person or firm which has a credit facility with the Company created in accordance with Clause 3 below and has agreed to purchase Services from the Company in accordance with these terms and conditions.

"Invoice" means the invoice sent to the Customer in accordance with Clause 4.1 below. "Services" means the provision of any reports, data, information and other services.

"Agreed period" mentioned below is defined in accordance with the Credit Account Information Declaration Form signed by the Account contact.

2. Status of Terms and Variations

- 2.1 These terms and conditions are supplemental to the standard terms and conditions upon which the supply of the Services is carried out.
- 2.2 Where the Customer's application for a credit facility is approved under Clause 3, the payment for the supply of the Services to the Customer shall be subject to these terms and conditions which shall supersede any other conditions in any document or other communication issued to the customer.
- 2.3 No variation to these terms and conditions is effective unless and until the Company expressly agrees in writing.
- 2.4 The Company has the right to change any of these terms and conditions on giving not less than 7 days notice to the Customer.

3. Opening an Account

- 3.1 The Customer will supply to the Company a signed and completed credit account application form as provided by the Company or provide all details requested during the application procedure. All information which is provided by the Customer shall be accurate and complete.
- 3.2 The granting of the credit facility is at the entire discretion of the Company.

4. Charging Procedure and Payment

- 4.1 The Company will issue to the Customer an invoice for the services supplied in the agreed period.
- 4.2 The Customer will settle its account with the Company by paying the amount stated as due on the Invoice within the agreed terms stated on the credit account application form.
- 4.3 Payment can be made by variable direct debit, BACS, cheque or credit/debit card, as outlined on all invoices.
- 4.4 Change of frequency - the customer may change the invoice frequency twice in any twelve month period.

5. Failure to pay

- 5.1 In the event that the Customer does not settle the outstanding account in accordance with Clause 4.2 then the Company shall be entitled to charge interest on the amount outstanding at 8% per annum and/or at its discretion withdraw the account facility and any associated discount.

- 5.2 No waiver by the Company of its rights under Clause 5.1 is a permanent variation of these terms and conditions and shall not be treated as such.

6. Closing an Account

- 6.1 The Customer may close the credit facility at any time by notice in writing to the Company. Upon closing the facility, all sums previously invoiced shall become immediately due and payable.
- 6.2 The Company may withdraw the credit facility immediately in accordance with Clause 5.1 or in any event at its absolute discretion by 14 days prior notice to the Customer.

7. Data Protection

- 7.1 The Customer acknowledges and agrees that in fulfilling its obligations, the Company will pass information provided by the Customer to data providers and their contractors. The Company reserves the right to carry out a credit check on the Customer at the time the application is made, or at any time thereafter, and the Customer consents to such credit check being carried out.
- 7.2 Both parties will process personal data in accordance with the Data Protection Act 1998.

8. Force Majeure

- 8.1 The Company shall not be liable for any breach, delay or non-performance of the obligations in these Terms and Conditions, which is due to a force majeure event as defined in clause 8.2.
- 8.2 A force majeure event means any event beyond the Company's reasonable control and includes, without limitation, the following:
 - (a) any change in relevant legislation;
 - (b) act of God, fire, explosion, flood or other natural disaster;
 - (c) outbreak of hostilities, riot, civil disturbance or acts of terrorism;
 - (d) failure of the post, telecommunications or the internet.

9. Notices

- 9.1 Notices to be given by the Customer to the Company in accordance with these terms and conditions should be made in writing to: Geodesys, Osprey House, 1 Percy Rd, Huntingdon, PE29 6SZ or other such address as may be notified to the Customer by the Company from time to time in accordance with Clause 9.
- 9.2 Notices to be given by the Company to the Customer in accordance with these terms and conditions will be made in writing to the address notified by the Customer to the Company in accordance with Clause 3.1 or other such address notified by the Customer to the Company in accordance with this Clause 9.
- 9.3 A notice sent by first class post in accordance with this clause is deemed to have been received two working days after posting.

10. Law and Jurisdiction

- 10.1 These terms and conditions are subject to English Law and the exclusive jurisdiction of the English Courts.

