

APPLICATION FOR WATER SERVICE

I, the undersigned hereby apply for a supply of water to the property set out below for the purposes indicated in accordance with the terms and conditions of this Agreement as may be supplemented, modified or amended from time to time.

1. **ADDRESS OF PROPERTY TO BE SUPPLIED:** _____

2. **NAME AND ADDRESS OF APPLICANT:** _____

House Name & Number: _____

Street Name: _____

Parish Name & Postal Code: _____

3. **NAME AND ADDRESS OF OWNER OF THE PROPERTY:** _____
(if other than applicant)

4. **NAME AND ADDRESS OF OCCUPIER OF THE PROPERTY:** _____
(if other than applicant)

5. **STATE WHETHER SUPPLY IS SOLELY FOR DOMESTIC PURPOSES OR ANY
OTHER PURPOSE** DOMESTIC () OTHER ()

6. **IF SUPPLY IS REQUIRED FOR DOMESTIC PURPOSES – is any part of premises used for Business,
trade or manufacturing purposes, If so, state which :**

7. **IF SUPPLY IS REQUIRED FOR ANY PURPOSE OTHER THAN DOMESTIC:**

(i) **Give brief description of the purpose for which water is required:**

(ii) **Is the supply of water also required for Domestic purposes?**

B E T W E E N BERMUDA WATERWORKS LIMITED a Company registered in the Islands of Bermuda with its registered address at H.P. House, 21 Laffan St., Hamilton HM09 (hereinafter called "BWL") of the one part and

Of Parish in the said Islands (hereinafter called "the Consumer")
of the other part

W H E R E B Y I T I S A G R E E D A S F O L L O W S:

1. BWL will (subject as hereinafter mentioned) supply water to the Consumer to the property and for the purposes specified in Schedule I hereto.
2. The Consumer shall pay to BWL the rates and charges set out in Schedule II hereto.
3. All payments to be made to BWL under this Agreement shall be made to BWL at 32 Parsons Lane, Devonshire or at such other place as BWL may from time to time appoint.
4. For the purpose of ascertaining the quantity of water supplied under this Agreement BWL shall provide (and fix) an efficient meter of such size situation and description as they may see fit. The said meter shall belong to BWL and shall not be removed or in any way disturbed or interfered with except by an official of BWL. The associated installation fee for said meter shall be borne by the Consumer, an estimate of which will be provided prior to installation, unless the precise installation fee is known prior to installment in which case the Consumer will be provided with the actual installation fee.
5. The amount of water consumed shall be deemed to be the amount registered on the meter from (and including) the date of the meter's installation at the premises/property. Readings of the amount registered by the meter shall be taken by an official of BWL. The register of the meter as recorded by an official of BWL shall in the absence of fraud or manifest error be conclusive evidence of the quantity of water supplied.
6. Should any doubt arise on either side as to the correctness of the meter register of the water supplied BWL may, and at the written request of the Consumer shall, remove and test the meter. Should the meter prove on test to register not more than three per cent (3%) above or below correct registration the meter shall be deemed to be efficient and no adjustment of the quantity of water charged for according to the registration shown on the meter shall be made. If the meter shall have been removed and tested at the request of the Consumer, the Consumer shall pay to BWL the reasonable costs of removing, carting, testing, returning and fixing the meter or any temporary or substituted meter and the terms and conditions of this Agreement shall apply equally to any such temporary or substituted meter. If from any cause the meter shall cease to register or shall be proved to register incorrectly the quantity of water passing through it BWL shall be entitled to make a fair and reasonable estimate of the quantity of water supplied based on the usage metered and recorded on an average of the previous usage and the quantity so estimated shall be final and be considered as having been registered by the meter and shall be paid for by the Consumer. In the absence of accurate figures for previous usage, BWL shall be entitled in their reasonable discretion to determine the previous usage at the property/premises based upon historical readings for similar properties/premises.
7. The Consumer shall be responsible for all water after it has passed through the meter and shall pay therefore under this Agreement notwithstanding any loss by leakage waste or misuse.
8. The Consumer shall be liable for ALL water shown consumed by the meter, notwithstanding that such amounts shown on the meter may be increased by leaks, faults, misuse or wastage in or on the Consumer's property/premises and/or the pipes running from the meter to the Consumer's property/premises. The Consumer agrees that the condition of any pipes running from, to and on their property/premises (and any impact on their metered usage of water resulting from these conditions) shall be solely the Consumer's responsibility. The Consumer further waives any defense to a dispute over the recorded amount of water registered by the meter relating to leaks, faults, misuse or wastage on the Consumer's side of the meter subsequent to commencement of supply of water by BWL.
9. The Consumer shall provide and maintain a sufficient storage cistern or cisterns of such situation and altitude as may be approved by BWL. Every cistern shall be kept supplied with an efficient ball tap of the valve kind for regulating the inlet of water. **The supply of water provided under this agreement should not be directly connected to the premises' plumbing system.**
10. The water supplied shall be used only for the purpose specified in the Application and for no other purpose whatsoever.
11. The supply of water under this Agreement may be interrupted or suspended in case of unusual drought or other unavoidable cause or accident or during necessary repairs and authority to use the water in any part of their area of supply may also be suspended by BWL by public advertisement if the continued use thereof would in the opinion of BWL interfere with the sufficiency of the water required to be supplied by it for domestic purposes and when the authority has been suspended in the manner last mentioned the Consumer shall not attempt to use the supply until BWL give a further notice by public advertisement that the suspension of the authority has been withdrawn.

12. BWL shall not be responsible for any damage or loss that the Consumer may sustain by reason of any interruption or suspension of the supply or any excess or deficiency of pressure or any accident to or failure of any servants works machinery pipes or apparatus of BWL. The said meter and other apparatus shall be fixed and maintained at the sole risk of the Consumer who shall keep BWL indemnified against all claims for or in respect of any damage sustained or costs or expenses incurred by any person or persons in connection with the same or the supply of water therefrom.
13. The Consumer agrees to permit the Company and its servants to enter on its land at any time to service and inspect the meter and the pipe installation.
14. The Consumer agrees to take the supply subject to any laws, statutory provisions and any regulations from time to time made by The Government of Bermuda for preventing waste undue consumption misuse or contamination of water and to abide by observe and comply with such laws, statutory provisions and regulations.
15. If and whenever the Consumer shall cease to occupy the premises to be supplied or cease to use the water to be supplied under this Agreement notice in writing thereof shall be forthwith given by the Consumer to BWL.
16. The Company reserves the right to disconnect the supply in the event of accounts remaining unpaid for more than 30 days from statement date. A charge will be made for re-connection.
17. This Agreement shall be terminable (except as to the right of BWL to enforce payment of any sum due to them by virtue hereof) by either party giving to the other party one (1) calendar month's previous notice in writing to that effect BWL shall have the further right to determine this Agreement (without prejudice to clause 16) except as to the right aforesaid) at any time without notice if any sum due to BWL under this Agreement shall remain unpaid at the expiration of fourteen (14) days after demand thereof in writing addressed to the Consumer shall have been left at the premises to be supplied or if the Consumer shall become insolvent or if the Consumer's goods shall be taken in execution or if the Consumer shall cease to occupy the premises to be supplied or cease to use the water to be supplied for the authorized purposes or if and whenever there shall be a breach of the Consumer's agreement hereinbefore contained.
18. Any notice from BWL under this Agreement may be served by leaving it for the Consumer at the premises being supplied or by putting it into the general post addressed to the consumer at such premises. Any notice from the Consumer to BWL shall be signed by or on behalf of the Consumer and shall be left at the principal office of BWL at 32 Parsons Lane or by putting it into the general post addressed to BWL at such premises.
19. This Agreement may be executed in counterparts each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
20. This Agreement and any non-contractual obligations arising out of it shall be governed by and construed in accordance with laws of the Islands of Bermuda.

IN WITNESS WHEREOF a representative of BWL and the Consumer have hereunto executed this Agreement the day month and year first written.

SIGNED by)
For and on behalf of)
BERMUDA WATERWORKS LIMITED)
In the presence of)

APPLICANT PLEASE SIGN)
SIGNED by)
In the presence of)
PLEASE HAVE SIGNATURE WITNESSED)

SCHEDULE I: SPECIFIED USES FOR BWL WATER

1. BWL water is a potable quality water that may be used for any purpose that requires potable water. As such it may be used for:-
 - (i) All general domestic purposes as a supplement to rainwater including drinking, cooking, and washing.
 - (ii) Domestic irrigation purposes provided there are no restrictions applied due to a drought condition.
 - (iii) Commercial purposes that require potable water, including all restaurant uses, commercial laundries and car washing, irrigation commercial farmland and any other commercial use not elsewhere specified subject to the consumer accepting full responsibility for determining the suitability of the BWL supply for the intended purpose of use.
 - (iv) Industrial applications not specified but subject to the consumer accepting all liability for determining that the BWL supply meets or surpasses the quality standards for the application.
2. Water may be purchased by Licensed Water Truckers and Barge Operators for onward delivery to their clients to be used for any of the above purposes. Commercial water truckers and barge operators may charge fees for their services that are added to the unit cost of water charged by BWL. All other customers are not entitled to re-sell water provided by BWL at a higher price.

SCHEDULE II: WATER TARIFF SCHEDULE

Effective 1ST July, 2022

Minimum Monthly Charge: Equivalent to 1,000 Imperial Gallons (I.G.)	\$36.60
0 - 299,999 IMPERIAL GALLONS (I.G.) -	\$36.60 PER 1,000 I.G.
300,000 - 764,999 IMPERIAL GALLONS (I.G.) -	\$32.81 PER 1,000 I.G.
OVER - 765,000 IMPERIAL GALLONS (I.G.) -	\$31.07 PER 1,000 I.G.

The water tariff rates are subject to a 20% discount for full payment of account by the 27th day of the following month to all qualified customers. A qualified customer is any customer who has no arrears on their account. That is to say the past due amount on the monthly statement is a zero or credit balance.

SCHEDULE III: SERVICE INSTALLATION FEE

All new service connections are subject to a cost to install. This cost is subject to variation depending on the nature of the project. For installations that are done as part of a major project such as new services applied for in the course of installing a new water main then the connection fee will be stated for all connected in the course of doing the project as it progresses to the location for the connection. Once the project has moved on past the connection location then a different connection fee will apply based on the additional costs incurred to re-visit the site to install the service.

For individual new service connections to existing infrastructure the fee will be determined and quoted for acceptance prior to the proposed new service being approved for installation.

Installation fees are subject to change depending on the conditions existing at the site and commercial rates charged by third party sub-contractor service providers.

By applying for or utilizing any of our above products or services you are deemed to have consented to our use of your personal data for the purposes or providing such products or services.

TERMS AND CONDITIONS

These terms and conditions form part of the contract between the applicant identified on the “Application for Water Service”, whom we refer to as “you”, or “your”, and Bermuda Waterworks Limited, who is referred to as “we”, “our” or “us”.

1. OUR OBLIGATIONS

- 1.1 We will supply water to you on these terms and conditions.
- 1.2 Water will be supplied to you at the premises specified in the “Application for Water Service” (referred to below as the “Application” for short).
- 1.3 The water we supply shall be potable water.
- 1.4 We will provide and fix a meter to an access point **at or near the boundary to your property**. The most appropriate access point will be determined by us. The meter will remain on our property. **We will maintain the meter**.
- 1.5 Our water is piped from a location outside your premises and is delivered through our network of pipes. We will maintain and keep in good repair all pipes up to the access point where your meter is located. These pipes are known as “before the meter pipes”. Pipes that connect your premises to your meter are known as “after the meter pipes”.

2. YOUR OBLIGATIONS

- 2.1 You will pay for our water service as described in the section entitled “Payment”.
- 2.2 You will use the water we supply only for the purposes stated in the Application.
- 2.3 You will not interfere with or replace the meter we supply.
- 2.4 You will maintain and keep in good repair all after the meter pipes.
- 2.5 You will permit our employees to have access to your premises when necessary for them to read and service the meter, and to inspect any pipes.
- 2.6 You will maintain a sufficient cistern, supplied with a ball tap of the valve kind for regulating the inlet of water. You will not connect our water supply directly to your plumbing system.
- 2.7 You agree that the supply of our water is subject to the laws and regulations made from time to time by the Government of Bermuda in relation to the use, consumption, or contamination of water.

3. PAYMENT

- 3.1 We will issue an invoice showing how much water we have supplied to you. This invoice will be issued on a monthly basis. The amount of your invoice will be based on the amount of water supplied as recorded by your meter. Your invoice may include items other than fees for the supply of water such as connection charges or repair charges.

- 3.2 **If we are unable to read the meter because of obstructions to access, we will estimate the amount of water supplied to you based on previous usage history.**
- 3.3 The rates we charge for the supply of water are stated in your invoice, and in the schedule to these terms and conditions. We may change these rates at any time, without notice to you.
- 3.4 The invoice will be sent to you at the address specified in the Application, or as otherwise notified to us by you. An invoice, or any other form of notice, sent to you at the address we have on file will be deemed to have been delivered to you within five days of our posting it. Any invoice or notice sent by email to you will be deemed to have been delivered at the time of sending, provided no “bounce-back” email is received by us.
- 3.5 Your payment terms and the payment methods we accept will be stated in your invoice.
- 3.6 We will charge interest on overdue amounts at the rates specified in your invoice.

4. DEFECTS AND LEAKS

- 4.1 Before the meter pipes are our responsibility. After the meter pipes are your responsibility. You will indemnify us for any damage you cause to our before the meter pipes, or the meter.
- 4.2 We will repair, at our expense, any defects or leaks in before the meter pipes.
- 4.3 You will repair, at your expense, any defects or leaks in after the meter pipes.
- 4.4 **After the meter pipes are your responsibility. If there is a leak in after the meter pipes, your meter will record any water lost through this leak as water supplied to your premises. You will be liable for such water lost through after the meter pipe leaks.**
- 4.5 We may test your meter from time to time. If you request us to, we will remove and test the meter. The costs of this test will be your responsibility and will be added to your invoice, as described in “Payment”.
- 4.6 If, upon testing, a meter registers not more than three per cent (3%) above or below the correct registration, it will be deemed **acceptable**, and no adjustment will be made to your invoice.
- 4.7 If upon testing, a meter registers more than three per cent (3%) above or below the correct registration, we will replace the meter. When we replace a meter pursuant to this term 4.7, we will attempt to determine for how long the meter has been **registering greater than 3% above or below the correct amount** and if any adjustments need to be made to the amounts you have been charged as a result of the meter registering more than three per cent (3%) above or below the correct registration. We will use our reasonable best efforts in making such determination.

5. YOUR PERSONAL INFORMATION

- 5.1 We will use the personal data we collect from you for the purpose of supplying you with water, and for invoicing you for such supply.
- 5.2 We comply with Bermuda privacy and data protection legislation. You have the rights described in our privacy policy which can be accessed at www.bwl.bm.

5.3 When updating or amending your personal information, we are entitled to rely upon what is communicated by you, or by someone whom we believe to be acting on your behalf.

6. SUSPENSION AND TERMINATION OF YOUR WATER SERVICE

6.1 You may terminate the water service we provide by giving us one calendar months' notice in writing.

6.2 We may terminate the water service we provide if we determine that you have materially breached these terms and conditions. We may also terminate the water service we provide you if any fees or charges owed to us have not been paid by the date they are due. A re-connection fee may be payable if you resume your service with us following termination.

6.3 We may experience disruptions in our ability to provide you with water; these disruptions may include natural causes such as hurricanes or windstorms and may also include faults in the infrastructure we rely upon, such as power outages. These unforeseen events that are outside of our control are referred to as "force majeure events". Where these occur, we will work to restore your water service as soon as possible, and we do not regard a force majeure event as terminating your contract with us, unless a force majeure event permanently prevents us from supplying you with water. In these circumstances we will have no choice but to terminate your water service.

6.4 From time to time, droughts occur. Droughts may require us to conserve or ration water. This may interfere with our ability to provide you with your water service. Any disruption in your water service due to drought will not be regarded as terminating the contract we have with you, and we will endeavor to restore a full service as soon as any drought ends.

Privacy Policy

INTRODUCTION:

This policy details the treatment of your Personal Information by Bermuda Waterworks Limited (BWL) and/or Watlington Waterworks Limited. The policy covers your interactions with either company both when in traditional interactions such as by telephone, e-mail, fax, written correspondence or in person, and when visiting with the company via its website www.bwl.bm.

The privacy policy informs you of how we collect, use, and disclose personal data when you purchase our products and use our services. The policy also provides you with information about the choices you have regarding the personal data you provide.

INFORMATION WE COLLECT & HOW WE USE IT:

BWL/WWL collects personal information in person, by phone, e-mail, fax, through service application forms, credit application forms, employment application forms, consent forms, enrollment forms for benefits, and through information provided with the user's knowledge at BWL's website. You can visit BWL's website without providing any personal information about yourself.

BWL does not collect information about individual users of its website except where this is specifically stated and provided with the user's knowledge. BWL only collects information that is required to provide a product or service offered by the company.

The information you provide either directly to BWL/WWL is hard copy or electronically via e-mail or website may be used to:

- Facilitate the processing of payment transactions
- To know where to deliver product or where to install a water meter
- Respond to requests and inquiries
- Provide service support
- Communicate administrative information such as changes to our terms, conditions, and policies
- Analyze and monitor service consumption and to make improvements

INFORMATION WE DISCLOSE:

Personal data may be shared within the BWL/WWL Corporate family, including internal service personnel whose function is to provide the service you are requesting. BWL does not use personal data provided for any other purpose, and only for the purposes in which we have collected the data as set out in the privacy policy statement. We use appropriate business systems and procedures to protect and safeguard the personal data you give us. Only authorized personnel are permitted to access personal data in the course of their work. Please note that no data transmission via the internet can be guaranteed to be totally secure and we cannot guarantee or warrant the security of any information you give us.

You have the right to know what personal data we have, and you are entitled to a copy of that personal data. If we have information that is incorrect, you have the right to correct it and should inform us of any changes to your personal data. Under certain circumstances, you can ask us to send the personal data you have given us to a third party. We may need to request specific information from you to help us to confirm your identity and ensure your right to access your personal data and to ensure your personal data is not disclosed to any person who does not have a right to receive it.

We will respond to all lawful requests as soon as reasonably practicable and in any event within 30 days of receipt of the request.

For any requests in regard to our Privacy Policy and to exercise any of your rights or if you have a complaint, please contact our privacy officer at privacyofficer@bwl.bm.