

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)

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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 August 1, 2019

Minimum Monthly Charge: Equivalent to 1,000 Imperial Gallons (I.G.)	\$35.13
0 - 299,999 IMPERIAL GALLONS (I.G) -	\$35.13 PER 1,000 I.G.
300,000 - 764,999 IMPERIAL GALLONS (I.G) -	\$31.28 PER 1,000 I.G.
OVER - 765,000 IMPERIAL GALLONS (I.G) -	\$29.83 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.