

Domestic Terms and Conditions for Water Services



This publication is available in Braille, on CD and in large text format on request by calling 1890 448 448.

If you have any questions or require further information, please contact us:

Web:	www.water.ie	Irish Water
Twitter:	@IrishWater	PO Box 860
		South City Delivery Office
		Cork City

General queries

8am-8pm Mon-Fri, and 9am-5.30pm Sat

Telephone: **LoCall 1890 448 448** or **+353 1 707 2824**

Minicom: **LoCall 1890 378 378**
(for hearing impaired customers
with their own minicom equipment)

Emergency queries

24 hours a day, 7 days a week

Telephone: **LoCall 1890 278 278** or **+353 1 707 2828**

Minicom: **LoCall 1890 378 378**
(for hearing impaired customers
with their own minicom equipment)

Please note that the rates charged for 1890 (LoCall) numbers may vary across different service providers. Calls made using mobiles may be more expensive.

Safeguarding your water for your future

Dated 17th February 2015

- (A)** Legislation requires Irish Water to charge each Customer for the provision of Water Services.
- (B)** Irish Water operates within a regulatory framework, which includes amongst other Regulators, economic regulation by the Commission for Energy Regulation and environmental regulation by the Environmental Protection Agency.
- (C)** The Customer and Irish Water both have obligations to fulfil pursuant to the Water Services Acts. These Terms and Conditions for Domestic Customers ("Terms and Conditions") do not change those obligations.
- (D)** These Terms and Conditions for Domestic Irish Water Customers apply to Customers using Water Services for Domestic Purposes.
- (E)** These Terms and Conditions have been approved by the Commission for Energy Regulation in accordance with the Customer Handbook and are available at www.water.ie or may be obtained by contacting Irish Water on LoCall 1890 448 448.
- (F)** To the extent that a Customer avails of only water supply or only Wastewater collection at a Premises, then:
 - a. in the case of water supply, those provisions of these Terms and Conditions relating solely to Wastewater collection; and
 - b. in the case of Wastewater collection, those provisions of these Terms and Conditions relating solely to water supply,shall be disregarded in respect of the relevant Premises.

1. Definitions

1.1

In these Terms and Conditions:

“Additional Services” means any works or services delivered to the Customer by or on behalf of Irish Water but exclude the provision of Water Services. There may be a charge for certain Additional Services as specified in the Water Charges Plan.

“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 or guidance or decision or direction as may be issued from time to time by any Regulator or relevant industry authority.

“Billing Address” means the address of the Premises or such other alternative contact address as notified to Irish Water by the Customer in accordance with Clause 15 (Notices), to which all correspondence in relation to the Water Services for the Premises is communicated.

“Billing Period” generally means a period of approximately 90 calendar days (every quarter). The Billing Period may vary in duration during 2015.

“Closure of Account Date” means the date on which these Terms and Conditions are terminated in accordance with Clause 14 (Closure of Account).

“Commencement Date” means the date on which these Terms and Conditions shall apply, in accordance with Clause 2.2.

“Commission” means the Commission for Energy Regulation.

“Connection” means facilitating the connection of a Service Connection to (a) Waterworks and/or (b) Wastewater Works, as the case may be.

“Curtilage” means an area immediately surrounding or adjacent to any part of a public or private building, vehicle, vessel or structure, which area is used in conjunction with any part of that public or private building, vehicle, vessel or structure, other than any part of that area that is a public place.

“Customer” means in relation to the provision of Water Services, the Occupier of the Premises in respect of which the Water Services are provided.

“Customer Distribution System” means a pipe and its related fittings, that is used, or to be used as the case may be, to convey water into or through one or more Premises (including any related internal and external taps) excluding (i) a Service Connection; and (ii) a distribution system which is owned by, vested in or controlled by Irish Water.

“Customer Drain” means a drainage pipe, or system of such pipes and related fittings for collection of Wastewater (that is not owned by, vested in or controlled by Irish Water, and that is not a Service Connection) which is used or to be used as the case may be, to convey Wastewater from one or more Premises or to any Wastewater treatment system on a Premises where the Wastewater is generated.

“Customer Handbook” means 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.

“Domestic Purposes” means provision of Water Services for day to day domestic requirements including drinking, washing and sanitation.

“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 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 9.1.

“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, including an Emergency, 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.

“Irish Water” means Irish Water (Uisce Éireann) a company incorporated in Ireland (company registration number 530363) and having (as at 1 October 2014) its registered office at Colvill House, 24-26 Talbot Street, Dublin 1.

“Local Authority” means the county council or city council (as defined in the Local Government Act 2001) responsible for the functional area in which the Premises is located.

“Meter” means a mechanical, electronic or other device for measuring volume or rate of flow of water supplied to a Premises, together with the boundary box, the cover and any ancillary equipment for the purposes of data collection or transmission.

“Occupier” means in relation to a Premises, the person or legal entity for the time being entitled to the occupation of the Premises, which the person shall, unless proven otherwise be deemed to be the Owner.

“Owner” means in relation to a Premises, a person or legal entity who, whether for themselves or as a trustee or agent for any other person or legal entity, is entitled to receive the rent of the Premises (or where the Premises are not let at a rent, would be so entitled if they were let), provided that nothing in this definition shall capture:

- a. a person who has defaulted on their mortgage and so is not in possession of their home;
- b. an agent acting in its capacity as a commercial agent for the sale, lease or rent of the Premises; or
- c. an executor or administrator of the estate of which the Premises forms a part.

“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 from time to time, identifying the respective responsibilities of the Parties in relation to provision, renewal, care, maintenance and repair of the plumbing, fixtures and fittings and the associated pipeworks for Water Mains, Customer Distribution Systems, Customer Drains, Sewers and Service Connections.

“Premises” includes any part of any public or private 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, but excluding land which is a Public Road, a road which is the subject of an order under Section 11 of the Roads Act 1993 or a road for which a Local Authority is responsible in accordance with a non-statutory Local Authority taking in charge scheme.

“Public Road” means a road over which a public right of way exists and the responsibility for the maintenance of which lies on a road authority.

“Regulator” means all present and future regulatory bodies having jurisdiction over the business or operations of Irish Water.

“Service Connection” means a water supply pipe or drainage pipe, together with any accessories and related fittings, extending from a Waterworks or Wastewater Works to the outer edge of the boundary to the Curtilage of a Premises, and used, or to be used as the case may be, for the purpose of connecting one or more Premises with a Waterworks or Wastewater Works, and, where used or to be used for connecting more than one such Premises it shall extend to the outer edge of the boundary to the Curtilage of the Premises which is furthestmost from the said Waterworks or Wastewater Works.

“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 Customer Drain or Service Connection.

“Sewage” and **“Sewage Effluent”** have the meanings assigned to them by the Local Government (Water Pollution) Act 1977 (as amended).

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

“Storm Water Sewer” means any pipe or other conduit (a) used solely for the conveyance of Storm Water; or (b) designed or intended to be used for the conveyance of Storm Water (whether or not it is connected to a sewer by a Storm Water overflow within the meaning of the Waste Water Discharge (Authorisation) Regulations 2007 (SI No 684 of 2007)).

“Terms and Conditions” means these general terms and conditions as updated from time to time and notified to the Customer.

“Value Added Tax” means value added tax as provided for in the Value Added Tax Consolidation Act 2010 or any tax similar to, replacing or supplemental to the same.

“Wastewater” means Sewage or other Sewage Effluent discharged, or to be discharged, to a Customer Drain, Service Connection or Sewer but does not include Storm Water.

“Wastewater Works” means Sewers and their accessories, and all other associated physical elements used for collection, storage or treatment of Wastewater, and any related land, which are owned by, vested in, controlled or used by Irish Water.

“Water Charges Plan” means the list of current charges for the provision of Water Services as amended from time to time when approved by the Commission and notified to the Customer.

“Water Main” means water supply pipes owned by, vested in or controlled by Irish Water but does not include pipes, fittings and appliances in respect of Service Connections or Customer 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, ground water or water supplied by Irish Water, or Wastewater collection, storage, measurement, treatment or disposal.

“Water Services Acts” means all the Water Services Acts 2007 to 2014 and any amending legislation.

“Waterworks” means water sources, Water Mains and their accessories, and all other associated physical elements used for the abstraction, treatment, storage, measurement or distribution of water, and any related land, which are owned by, vested in, controlled or used by Irish Water.

1.2

Any reference to Applicable Law or other 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.

1.3

Terms such as “including”, “in particular”, “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 will provide Water Services to the Customer in accordance with and subject to these Terms and Conditions. The Customer will receive the Water Services at the Premises in accordance with and subject to these Terms and Conditions.

2.2

These Terms and Conditions shall apply:

- a. in respect of those in receipt of Water Services as at 1 January 2015, from that date (on which date such consumers shall become Customers); or
- b. in respect of new Customers, as the case may be either (i) from the date when a Connection for the Customer's Premises is complete; or (ii) from the earlier of when the Customer is entitled to occupy or takes ownership of a Premises which is connected.

2.3

Where a Customer proposes to move into different Premises, he or she must give Irish Water ten (10) working days' notice of the date on which he or she will be leaving the original Premises.

2.4

Customer Accounts

2.4.1

In order to set up an account with Irish Water the Customer shall provide Irish Water with all necessary information to enable Irish Water to register the Customer.

2.4.2

If the Customer is not the Owner of the Premises, Irish Water shall retain the Owner's details on its Customer database so that, in the event that the Occupier leaves the Premises, the Owner shall be the Customer from the date notified by the Occupier to Irish Water as being the date from which the Occupier wishes to close their account for that Premises. Irish Water shall comply with all Applicable Laws relating to data protection in the retention of such Owner's data.

2.4.3

If the Customer is providing information about other people in order to open a joint account or for any other reason associated with the Customer's account, the Customer must make sure that such other people agree that Irish Water can use their information for the relevant purpose. Irish Water shall comply with all Applicable Laws relating to data protection in the retention of such Customer's data.

3. Connection

3.1

Save in respect of the Meter (which is Irish Water's responsibility and in respect of which Clause 5 will apply), the Parties shall comply with their existing, respective obligations in relation to the provision, renewal, care, maintenance and repair of the plumbing fixtures and fittings and the associated pipework for Service Connections, as referenced in the Pipe Maintenance Responsibility Graphics.

3.2

Save in respect of an existing shared Service Connection, the Customer is prohibited from using the Connection and/or using any other mechanism to supply water onwards to another location or premises other than the Premises to which these Terms and Conditions apply.

3.3

Subject to Clause 3.4, the Customer indemnifies Irish Water and its servants, agents and contractors in respect of any loss, damage or injury:

- a. that may result from the Customer's laying or use of pipes within the boundary to the Curtilage of the Premises; and/or
- b. caused as a result of any leakage of Wastewater or water from that pipework for which the Customer is responsible in accordance with Clause 3.1.

3.4

The Customer shall not be responsible under Clause 3.3 above to the extent that the loss, damage or injury arises solely and directly as a result of the negligence and/or wilful default or omission of Irish Water.

4. General Requirements

4.1

Irish Water shall be responsible for ensuring that the quality of the water delivered to the point which is furthest from the Waterworks but for which Irish Water is responsible in accordance with Clause 3.1 complies with the European Union (Drinking Water) Regulations 2014 (SI No 122 of 2014). However, it is acknowledged that the delivery of water to the Customer 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 by Applicable Laws.

4.2

Interruptions of Water Services may occur from time to time. Irish Water will be responsible for the minimisation of the number of interruptions and to restore the Water Services as quickly as possible following an interruption. Irish Water will be responsible for the publication on its website of details of any planned Water Services interruption. These details may be subject to change at Irish Water's discretion. Irish Water's notification obligations to Customers regarding interruptions will be carried out in line with the Customer Handbook.

4.3

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 to do so by any Regulator or any health authority. Irish Water will be responsible for minimising such disruption to Water Services and to give advance notice to Customers where practicable in line with the Customer Handbook.

4.4

The Customer shall be responsible for the avoidance of waste in the use of water at any time (but especially in time of drought or water scarcity) and shall not supply or sell water to another Premises without the prior consent of Irish Water in writing.

4.5

The Customer may in times of water scarcity be required to limit the use of water to that required for essential purposes only, as may be prescribed by Irish Water acting reasonably.

4.6

The Customer is responsible for the location and repair of leaks on any pipework or related fittings for which the Customer is responsible as set out in Clause 3.1. The Customer's responsibility is subject to any eligibility they may have in relation to any leakage fix policy or policies approved by the Commission which may exist from time to time.

5. Metering

5.1

Irish Water shall, where a Meter has been installed, use a Meter to measure the supply of water to a Premises. The Meter will remain the property of and be maintained by Irish Water.

5.2

Irish Water, or its authorised representatives, will read the Meter(s). Where Meters are installed, Irish Water shall be responsible for the reading of the Meters four times a year. If for any reason Irish Water is not able to obtain a Meter reading for any Billing Period, Irish Water shall estimate the Customer's usage of Water Services for that Billing Period, based on a Commission approved mechanism.

5.3

Where a Meter is being installed in respect of the Premises, Irish Water will be responsible for the installation of the Meter below ground and in a Meter box on publically accessible grounds. However, the Meter may also be located within the boundary to the Curtilage of the Premises or inside the Premises.

5.4

Irish Water may replace the Meter, at its sole discretion and at its own cost, with Meter equipment of its choice. Only persons authorised by Irish Water may fix, connect, remove or work on a Meter.

5.5

Customers may open the Meter box to view the register on the Meter or for the purposes of carrying out repair or maintenance within their Premises where it is necessary to isolate or turn off their water supply at the stop valve. The Customer is not permitted to remove, alter or disturb any apparatus from the Meter box, save insofar as is strictly necessary to enable a Meter read or water supply isolation in accordance with this Clause. The Customer shall reinstate the polystyrene frost plug and the lid of the Meter box to its original state following any Meter read or access to isolate water supply. In the event that the Customer disturbs the Meter or any other apparatus within the Meter box otherwise than in accordance with this Clause 5.5, then the Customer shall inform Irish Water immediately.

5.6

It is an offence under the Water Services Act 2007 for any persons, to damage any Water Services infrastructure owned, controlled, vested in or used by Irish Water or 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 from being duly registered the volume of water or Wastewater supplied or discharged through a Meter; and/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.

5.7

The index reading on the Meter shall be evidence of the quantity of water supplied to the Customer. Irish Water may record index readings using either manual or automatic meter reading methodologies.

5.8

The Customer may request Irish Water to have the Meter tested for accuracy. Such a request by the Customer shall result in an Additional Services charge

(as approved by the Commission) to the Customer which will be payable in advance of the meter test. If the Meter is found to be inaccurate Irish Water shall adjust the 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 Customer for such testing.

5.9

In the event of unauthorised interference, whether by the Customer or any other third party, whereby water consumption is bypassing the Meter, without prejudice to any other statutory rights (including prosecution pursuant to the Water Services Act 2007), 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 Customer's account.

5.10

Irish Water has a Domestic metering Code of Practice. To review a copy please visit Irish Water's website at www.water.ie or to obtain a copy please contact Irish Water using the details set out in Clause 16.0.

6. Liability

6.1

Neither Party shall be liable to the other under these Terms and Conditions in contract, tort (including negligence) or statute or otherwise for any indirect or consequential loss or economic loss or loss of profit, loss of bargain, loss of contract, loss of revenue, cost of capital or damage suffered as a result of the performance or non-performance of these Terms and Conditions.

6.2

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

7. Charges

7.1

Irish Water shall issue a bill to the Customer in respect of the charges for Water Services provided to the Premises during the Billing Period. The Customer shall pay such charges in accordance with the Water Services Acts and Irish Water's Domestic customer billing Code of Practice.

7.2

The charges for Water Services provided by Irish Water are set out in the Water Charges Plan as approved by the Commission for Energy Regulation. The Water Charges Plan can be found on our website at www.water.ie or you can call us on LoCall 1890 448 448.

7.3

Irish Water may also include in the Customer's bill, charges for Additional Services Irish Water has agreed to supply to the Customer and that the Customer has received from Irish Water. Any charges (if applicable) will be in accordance with the Water Charges Plan.

7.4

Customers can get a copy of the most recent Water Charges Plan and Irish Water's Domestic customer billing Code of Practice either from the Irish Water website at www.water.ie or by contacting Irish Water directly using the contact details set out in Clause 16.0.

8. Payment

7.5

Where approved by the Commission, Irish Water may change the price charged for Water Services following notification either by the publication of an advertisement in any national daily newspaper or by sending notice of the change to the Customer by post. Save where otherwise approved by the Commission, Irish Water will give the Customer thirty (30) calendar days' notice in advance of any price change taking effect. Any such advertisement or notice will state the date from which the change is to become effective. Any change before 2018 will be subject to the cap on charges contained in the Water Services Act 2014.

8.1

The Customer shall be liable to pay Irish Water the charges on the date specified on the bill for the relevant Billing Period and the Customer must pay the charges in accordance with the payment terms specified on the bill.

8.2

The Customer's liability to pay for the Water Services, continues until all sums due have been discharged by the Customer.

8.3

The Customer shall pay Irish Water for any Additional Services (as set out in the Water Charges Plan) that have been requested by the Customer and been provided by Irish Water and are chargeable at the Premises.

8.4

All sums payable by the Customer under these Terms and Conditions shall be paid in Euro by any of the payment methods described on the bill.

8.5

Where an estimation applies in accordance with Clause 5.2, the Customer shall pay such estimated charges in accordance with the payment terms specified in that bill. When a Meter reading for the Premises has subsequently been obtained by Irish Water, Irish Water shall, if necessary, make an appropriate adjustment to the next bill in accordance with

the Domestic customer billing Code of Practice, as approved by the Commission.

8.6

Where an Irish Water customer has not paid any charges for Water Services provided to a dwelling within a period of 12 months from the date of the issue of the first demand, and has not entered into a payment plan with Irish Water, that customer shall be charged, in addition to any arrears, a late payment charge in accordance with legislation.

8.7

In the event that the Customer is experiencing payment difficulties, the Customer should contact Irish Water immediately on LoCall 1890 448 448. Irish Water will seek to engage early and proactively with Customers who are having payment difficulties to discuss payment options with the Customer. An Irish Water representative will liaise with the Customer in accordance with Irish Water's Domestic customer billing Code of Practice.

8.8

Irish Water reserves the right to seek to recover any sums due from the Customer as a simple contract debt through court proceedings.

8.9

If the Customer has an account with Irish Water for more than one Domestic

Premises, Irish Water may transfer any credit or debit between such Customer's domestic accounts in order to recover any money due to Irish Water.

8.10

Save in respect of disputed amounts, Irish Water may set off and deduct any overpayment made by a Customer against any amount due to Irish Water under these Terms and Conditions. Any exercise by Irish Water of its rights under this Clause shall be without prejudice to any other rights or remedies available to it under these Terms and Conditions or otherwise. The Customer may not exercise any right of set off in respect of the charges.

8.11

Where the Customer is more than one person or entity, each person or entity is jointly and severally liable for the Customer's obligations under these Terms and Conditions. In the event that there are arrears owing on the Customer's account, Irish Water reserves the right to seek recovery of these arrears from one or all of the joint account holders.

8.12

Where the Customer closes their Irish Water account and there is a credit balance due to the Customer, Irish Water will notify the Customer of the credit balance. The Customer must inform Irish Water of how they wish payment of the credit balance to be made to them.

9. Emergency

9.1

Where Irish Water is of the opinion that an Emergency necessitates a reduction in consumption of water supplied, Irish Water may:

- a. issue an Emergency Notice, having immediate effect, directing the Customer to limit consumption of water supplied by Irish Water to the Premises to such rate or quantity as may be specified in the Emergency Notice; and/or
- b. issue such other direction as Irish Water, acting reasonably, considers necessary.

9.2

Irish Water will provide a 24 hour contact service for the purpose of receiving calls from Customers. The telephone number for the 24 hour contact service is LoCall 1890 278 278. ¹

¹ Irish Water can be contacted 24 hours a day. Currently, the out of hours (5pm-8am Monday to Friday, weekends and public holidays) response varies across Local Authorities. We are working to establish standard national out of hours services.

Each month, we will give the Commission for Energy Regulation a detailed update on progress to make sure that all necessary arrangements are in place at the earliest possible date.

10. Codes of Practice & Customer Charter

10.1

Irish Water has Codes of Practice covering customer billing, customer communication, metering, network operations, vulnerable customers and complaint handling. Irish Water also has a Customer Charter which sets out Irish Water's guaranteed standards. These Codes of Practice and Customer Charter comply with the Customer Handbook.

10.2

To review Irish Water's Codes of Practice and Customer Charter, please visit our website at www.water.ie or to obtain a copy please contact Irish Water using the contact details set out in Clause 16.0.

11. Priority and Special Services Customers

11.1

In accordance with Irish Water's Domestic vulnerable customer Code of Practice, Irish Water will provide extra services to Customers (including the ability to nominate a second point of contact on their account) who require priority and special services in relation to their Water Services. Details of these priority and special services, including the relevant Code of Practice, may be obtained by contacting Irish Water using the contact details set out in Clause 16.0.

11.2

Irish Water maintains a register of priority and special services customers. If the Customer wishes to be treated as a priority or special services customer and receive the services provided, Irish Water will require certain additional information. The Customer shall use Irish Water's relevant priority or special services registration forms for these purposes. These forms can be obtained from Irish Water by making a request using the contact details set out in Clause 16.0. Irish Water will not disclose this information except to agents working on behalf of Irish Water who require the information to perform priority and/or special services for the Customer in accordance with these Terms and Conditions and Applicable Law.

12. Variation

12.1

Where approved by the Commission, Irish Water shall amend, vary or add to these Terms and Conditions at any time following 30 calendar days' notice to the Customer.

12.2

The updated 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 in Clause 16.0.

13. Complaints

13.1

The Customer may make a complaint in relation to any issue arising under these Terms and Conditions by contacting the Customer Service Department using the contact details set out in Clause 16.0.

13.2

Any complaint made by the Customer will be addressed by Irish Water using Irish Water's Code of Practice on complaint handling. To obtain a copy of the Domestic complaint handling Code of Practice, please contact Irish Water using the contact details set out in Clause 16.0.

14. Closure of Account

14.1

Where the Customer wishes to close his/her account (and has notified Irish Water in accordance with Clause 14.2 below) for reasons other than where he or she is moving from the Premises, Irish Water shall be entitled to cease supplying water to the Premises, provided that, where the Customer is someone other than the Owner, Irish Water shall first endeavour to invite the Owner to register an alternative account in respect of such Premises.

14.2

Save insofar as is expressly provided below, these Terms and Conditions shall not have further application or be enforceable by or against the Parties where the Customer serves a notice that he/she wishes to close the account by:

- a. informing Irish Water in writing or by telephone with ten (10) working days' notice (or as otherwise agreed by Irish Water); and
- b. paying the amount due for all Water Services used up to the date of such proposed closure of account (including any other charges and obligations in the Water Charges Plan or Additional Services that Irish Water has agreed to provide to the Customer under these Terms and Conditions).

14.3

Relevant charges will continue to apply in respect of any Water Services supplied to the Customer and/or to its Premises during the ten (10) working days' notice period and, in the case of a Premises with a Meter only, until one of the following occurs:

- a. the Customer accepts an estimated Meter reading provided by Irish Water; or
- b. the Customer provides Irish Water with a closing Meter reading; or
- c. the Customer agrees to a special Meter reading (which may be incur an additional charge by Irish Water).

The Customer agrees to make payment in full for any Water Services supplied during the period outlined above.

14.4

The termination of these Terms and Conditions, howsoever arising, will not affect the rights and duties of either Party accrued prior to termination.

14.5

In the event of the Customer's death:

- i. the Customer's estate shall pay for any Water Services delivered to the Customer prior to the date of death; and
- ii. in respect of Water Services delivered to the Premises after the Customer's date of death, liability for Water Services will either:
 - a. default to the Owner, where the deceased is not the Owner; or
 - b. default to the deceased's estate, where the deceased is the Owner.

15. Notices

15.1

Except as otherwise provided for in the Terms and Conditions, any notice to be given by Irish Water may be, as the situation requires, either published on Irish Water's website (www.irishwater.ie), sent by post to the Billing Address, sent by email to the Customer's email address, given by telephone and/or published by Irish Water in Irish press and media.

15.2

Except as otherwise provided for in the Terms and Conditions, any notice to be given by the Customer shall be (a) sent by post to the address in Clause 16.0 (or such other address that Irish Water may designate from time to time); (b) sent by email to customerservice@water.ie; or (c) via telephone using the contact details set out in Clause 16.0.

15.3

Notices shall be deemed delivered to the Customer or Irish Water:

15.3.1

If delivered by post, two (2) working days after posting to a national address;

15.3.2

If delivered by post, five (5) working days after posting to an international address;

15.3.3

If delivered by email, as soon as it is received by the intended recipient's email server; or

15.3.4

If published by Irish Water via Irish Media, on the time and date of such publication.

16. Contact Details

16.1

The Irish Water Customer Service Department may be contacted:

In writing:

Irish Water
PO Box 860
South City Delivery Office
Cork City

By telephone (inside Ireland):

LoCall 1890 448 448
or + 353 1 707 2824

Website:

www.water.ie
(at the "Contact Us" section)

By email:

customerservice@water.ie

16.2

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 the Irish Water website www.water.ie

17. Data Protection²

17.1

In order for Irish Water to provide the Customer with Water Services, it is necessary for Irish Water to collect and use data relating to the Customer. Irish Water shall comply with all Applicable Laws and data protection obligations in respect of such data. Irish Water's data protection notice, which explains the use of the Customer's data, can be found at <http://www.water.ie/data-protection-notice/> or can be sent to the Customer on request by contacting Irish Water using the contact details set out in Clause 16.0.

² Includes marketing

18. Waivers

18.1

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.

18.2

If Irish Water waives a breach of the Terms and Conditions by the Customer, that waiver shall not be considered to be or include a waiver of any subsequent breach by the Customer of the same or any other provision.

19. Force Majeure

19.1

If either Party shall be unable to carry out any of its obligations under these Terms and Conditions because of Force Majeure, 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) provided that the suspension is of no greater scope and of no longer duration than that which is required by the Force Majeure.

19.2

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 an event of Force Majeure.

20. General

20.1

Subject to Clause 20.4 below, the Terms and Conditions (together with the Terms and Conditions within any other documents referred to within these Terms and Conditions) constitute all of the Terms and Conditions between the Customer and Irish Water, which supersede all proposals or prior agreements, oral or written, and all other communications between the Customer and Irish Water relating to the subject matter of the Terms and Conditions.

20.2

The headings in the Terms and Conditions are for convenience only and shall not affect their interpretation.

20.3

These Terms and Conditions are not in substitution of and do not prejudice the statutory functions or the rights of Irish Water under Applicable Law.

20.4

If any court or competent authority declares any provision of the Terms and Conditions to be illegal, void, or unenforceable, such provision shall be given no effect and shall be deemed not to be included in the Terms and Conditions but without invalidating any of the remaining provisions of the Terms and Conditions.

20.5

If there is any conflict between the terms in the body of the Terms and Conditions and any of the documents referred to herein, then the terms in the body of the Terms and Conditions shall prevail.

21. Governing Law

21.1

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 Customer and Irish Water.