



# General Terms and Conditions for Drinking Water 2012

## **Model General Terms and Conditions for Drinking Water 2012**

These model General Terms and Conditions 2012 of Vewin have been drawn up in consultation with the Consumers' Association within the framework of the Self-Regulation Coordination Group of the Social and Economic Council and will enter into force on 1 August 2012.

Maastricht, 1 August 2012. Approved by the General Meeting of Shareholders on 27 June 2012, amended on 8 July 2015.

**NV Waterleiding Maatschappij Limburg, P.O. Box 1060, 6201 BB Maastricht**

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## **Article 1 Definitions and applicability**

1. In these General Terms and Conditions the following terms will have the following meaning:

**Company:**

the public limited company Waterleiding Maatschappij Limburg, established in Maastricht;

**Applicant:**

the party who has submitted an application to the company to create, expand or modify a connection;

**Consumer:**

the party purchasing drinking water from the company and/or with access to a connection;

**Plot:**

Each movable or immovable property, part or combination thereof, including the meter cupboard or shaft if these are located outside the movable or immovable property, for which a connection has been or will be created, or to which drinking water is or will be supplied, all this at the company's discretion;

**Drinking water system;**

the internal pipes present on the plot and the appliances connected to it, if the internal pipes are either directly connected to the company's water supply network or indirectly connected to the company's water supply network and the water is intended or partially intended to be used as drinking water;

**Water main:**

the main pipe of the company to which connections can be made;

**Connection:**

the main pipe of the company which connects the drinking water system to the water main, including the metering device and all equipment installed in or on said pipe by or on behalf of the company, such as return valves, service valves, constant flow valves;

**Metering device:**

the company's equipment intended for determining the volume of the supply to provide the data deemed necessary by the company for payment and monitoring the consumption;

**Supply:** the supply or availability of drinking water.

2. These General Terms and Conditions form part of the agreement between the company and the applicant and/or consumer. Also, technical connection requirements apply to the

agreement. All agreements to which these General Terms and Conditions apply are subject to Dutch law.

## **Article 2 Application to create, expand or modify a connection**

1. Applications to create a connection or to expand or modify an existing connection should be submitted by a form provided for this purpose by the company, or in any other manner permitted by the company.  
If a connection is requested by two or more applicants, the company may require joint and several liability.
2. A connection or expansion or a modification of an existing connection can only be carried out by or on the instruction of the company. The method of creating the connection and its location as well as the number of connections will be determined as much as possible by the company in consultation with the applicant.  
In principle, only one connection is permitted per plot.
3. The company is entitled to decide not to create, expand or modify a connection or to set special conditions in this regard, in order to prevent harm to the interests of the company or those of one or more applicants or consumers.

Such a case may occur, inter alia, if:

- a. the supply capacity of the company at the location is insufficient;
  - b. if, in the reasoned opinion of the company, the drinking water system is located too far away from the closest main pipe;
  - c. the permits and permissions required to create, expand or modify the connection cannot be obtained or can only be obtained subject to conditions which are too onerous for the company;
  - d. the connection and/or supply serves only as a reserve or is of a temporary nature;
  - e. the use of the connection is likely to impair the company's water supply network;
  - f. the applicant has failed to pay an invoice in respect of the connection or supply of drinking water, or another invoice the applicant is due to pay to the company, including invoices in respect of a connection or supply at a different or previous plot, provided that there is sufficient connection between the invoice and the application to justify non-connection or setting special conditions. This also applies to invoices issued by the company with regard to a connection or supply for the purpose of practising a profession or operating a business.
4. Furthermore, the company is also entitled not to create, expand or modify a connection or to remove it in whole or in part, if one or more of the provisions or regulations set out in or pursuant to these General Terms and Conditions has not been or will not be complied with and the exercise of such power by the company is justified.

## **Article 3 Maintenance, inspection, replacement, relocation, expansion, modification and removal of a connection**

1. Connections are to be maintained, inspected, replaced, relocated, expanded, modified and removed only by or on the instruction of the company. Except in cases of urgency or force majeure, work will be carried out as much as possible following prior notification to and in consultation with the applicant or consumer.
2. Maintenance to and inspection of the connection are at the company's expense. Without prejudice to the provisions of Article 11 paragraph 1 of these General Terms and Conditions, replacement, relocation, expansion, modification and removal will be at the expense of the applicant or consumer, if:
  - a. this takes place at the latter's request;
  - b. this is the result of the latter's actions or omissions due to circumstances which are reasonably attributable to the latter.

#### **Article 4 Rights pertaining to the plot**

1. Applicants and consumers will permit, both for the benefit of themselves or for third parties, pipes to be laid, connections to be created, branches from existing connections to be created, and these and existing pipes, connections or branches to be left in place, maintained, expanded or modified in, against, on, under or above the plot. Any damage or loss suffered by the applicant or consumer as a result of this work by the company will be remedied or compensated by or on behalf of the company.
2. Applicants and consumers will ensure that there is clear access to the connection, the main pipe (as appropriate), provided that the company has notified the applicant or consumer of the presence of the main pipe as well as other pipes, connections and branches referred to in paragraph 1. If it is not possible to obtain clear access to one or more of the components referred to above as a result of the actions or omissions of the applicant or consumer, or their predecessor, the company will require the applicant or consumer to restore the accessibility within a reasonable period to be set by the company. If this does not happen, the company will be entitled, at the expense of the applicant or consumer, to:
  - a. remove the obstacles;
  - b. make changes to the route of the connection(s), pipe(s) and/or branch(es) in question;
  - c. create one or more completely new connections, pipes and/or branches.

#### **Article 5 The drinking water system**

1. The drinking water system must comply with the provisions in or pursuant to the company's connection requirements.
2. Water-related work to the drinking water system must be carried out by persons who have the necessary skills and equipment, and with due observance of the company's connection requirements.
3. Consumers or, in their absence, applicants, must ensure proper maintenance of the drinking water system. If the company makes a request to this effect, applicants or consumers

will be obliged to provide the company with all requested information regarding the drinking water system.

4. The company is entitled to inspect the drinking water system as often as it deems necessary. If, in the company's reasoned opinion, the drinking water system does not comply with the provisions in or pursuant to the company's connection requirements, applicants or consumers will be obliged to remedy defects at their own expense - immediately, if necessary - and to comply with any instructions issued by the company in doing so.

5. If another water supply system is present or is being installed in a plot in addition to the drinking water system, the applicant and the consumer will both be obliged to notify the company of this immediately and to provide the company with all requested information regarding that system.

There should be no connection between the drinking water system and any other such systems.

## **Article 6 Supply agreement**

1. Supply takes place pursuant to of an agreement between the company and the consumer.
2. Supply agreements will take effect on the day on which the consumer first purchases drinking water from the company and/or has access to a connection. The company may require the agreement to be entered into in writing. The company may refuse to enter into a supply agreement on the same grounds as stated in Article 9 with regard to the interruption of the supply.
3. Supply agreements are valid for an indefinite period of time, unless otherwise agreed. If the agreement is entered into with two or more consumers, the company may require joint and several liability for compliance with the agreement.
4. Both the consumer and the company may terminate the supply agreement. Notice of termination of the consumer must be given in writing with due observance of a notice period of at least 8 days, unless the company accepts a different manner and/or period of termination. Notification of termination by the company must be reasoned and in writing, and is only possible if there are compelling reasons to do so in the company's interests, and with due observance of a notice period of at least ninety days.
5. If consumers do not terminate the agreement within the notice period referred to in paragraph 4, and if the company has not been given the opportunity to perform the necessary actions to terminate the agreement within the notice period, consumers will remain bound by all provisions set out in or pursuant to the agreement and these General Terms and Conditions until they have complied with all obligations arising from this agreement.

6. In the event of a restriction to or interruption of the supply or a prohibition as referred to in Articles 8 and 9 of these General Terms and Conditions, the supply agreement will remain in full force.

#### **Article 7 Nature of the supply**

1. The company supplies drinking water.
2. The drinking water is, in principle, supplied continuously. However, the company cannot guarantee continuity of the drinking water supply. If circumstances occur as a result of which the supply is or must be interrupted, the company will do everything reasonably possible to resume the supply as soon as possible.

#### **Article 8 Restriction or interruption of the supply in exceptional circumstances and for carrying out work**

1. The company is entitled, in the interest of providing a good public drinking water supply, to restrict or interrupt the supply, to prohibit its consumption for certain purposes or to attach special conditions to the supply.
2. When carrying out work, the company may also restrict or interrupt the supply for as short a time as possible, if it deems it necessary or desirable, for safety reasons or if the risk of damage is reasonably high, if possible after issuing prior warning. If planned work is to be carried out, the company will notify the applicant or consumer of the relevant work at least two days in advance.
3. If the consumer so requests, the company may interrupt the supply subject to conditions to be further agreed upon.
4. The company is entitled to take measures at the location of supply to limit the volume flow rate to a value to be set by the company.

#### **Article 9 Interruption of the supply due to non-compliance**

1. The company is entitled - after issuing prior warning, unless this cannot be expected of the company for safety reasons - to interrupt the supply, if and as long as the applicant and/or consumer fails to comply with one or more articles of these General Terms and Conditions or with the regulations applicable pursuant to these terms and conditions. Such cases may occur, inter alia, if:
  - a. the drinking water system does not comply with the provisions in or pursuant to the company's connection requirements;
  - b. one or more of the prohibitory provisions referred to in Article 17 of these General Terms and Conditions have been breached;



- c. the consumer has failed to pay an invoice in respect of a connection or supply, in accordance with the provisions referred to in Article 15 of these General Terms and Conditions, or another invoice which the applicant is due to pay to the company, including for connections or supply for a different or previous plot, provided that there is sufficient connection between the invoice and the obligation of the company to justify the interruption. This also applies to invoices issued by the company with regard to a connection or supply for the purpose of practising a profession or operating a business;
- d. the consumer does not comply with a valid payment arrangement.

The company will only use its power, as referred to in paragraph 1, in accordance with the applicable regulations, and if and in so far as justified by the applicant's or consumer's non-compliance with its obligations.

2. The company will not use its power to interrupt the supply on the grounds of the provisions of the previous paragraph under c if the consumer, within ten calendar days of the rejection referred to in the first sentence of Article 15 paragraph 7, turns to the Complaints Board as referred to in Article 21 in connection with this rejection in accordance with the applicable rules set out in the Board's regulations.

3. The supply interruption referred to in the first paragraph of this Article will only be reversed after the reason has been resolved, and the costs of said interruption and resumption of supply as well as any damage or loss suffered by the company in this regard have been paid in full.

The company may attach additional conditions to resuming the drinking water supply.

4. The company's use of its powers as referred to in this Article and the preceding Article cannot result in liability on the part of the company for any resulting damage or loss.

#### **Article 10 Determining the volume of the supply**

1. The company determines the manner in which the volume of supply is measured. If the supply is measured by a metering device, the data acquired as a result are binding, without prejudice to the provisions in Articles 12 and 13 of these General Terms and Conditions.

2. Once a year, the metering of the metering device will be read by the consumer and submitted to the company in a manner to be determined and within a period to be determined by the company. This does not affect the company's right to read the meter itself.

3. If the consumer has not complied with the obligation referred to in paragraph 2 of this Article or if the company is not reasonably able to read the metering of the metering device itself, or if a mistake is made in the meter reading, the company may determine the volume of the supply in accordance with the provisions in Article 13 paragraph 2 of these General Terms and Conditions, without prejudice to the company's right to determine the actual volume supplied at a later stage on the basis of a meter reading and to charge it accordingly.

4. If the company or the consumer makes a mistake when reading the water meter or processing the meter reading for accounting purposes, a new reading will be taken, if necessary, before the provisions of Article 13 paragraph 2, will apply mutatis mutandis.

### **Article 11 The metering device**

1. The metering device is installed and maintained by or on the instruction of the company and at its expense with due observance of the relevant provisions in the rate scheme. Replacement, whether or not as a result of expansion or modification of the drinking water system, relocation or removal may only take place by or on the instruction of the company. The costs involved will also be borne by the company. However, applicants or consumers will bear the costs if the replacement or relocation is on their request or if the replacement or relocation is the result of their actions or omissions, except in cases where those actions or omissions are the result of circumstances beyond their reasonable control.

In the event of inspection of the metering device, the provision in paragraph 4 of Article 12 will apply. The company will notify the consumer when the metering device is to be replaced or relocated as much in advance as possible.

2. The applicant or consumer will ensure clear access to the metering device at all times and that it can be easily read. Furthermore, the applicant or consumer must protect the metering device against damage, against the seal from being broken and prevent frost damage.

### **Article 12 Inspection of the metering device**

1. Where there is doubt regarding the accuracy of the metering, both the consumer and the company may require the metering device to be inspected. If the consumer requests an inspection, the company will notify the consumer of what is involved in and the cost of the inspection. The company will notify the consumer as much in advance as possible when the inspection will take place and/or when the metering device will be removed for inspection. Inspections are performed by an appropriately certified expert, on the instructions of the company.

2. A measurement is considered to be correct if, during the inspection, the flow volume recorded by the meter does not differ from the actual flow volume by more than plus or minus 4%.

3. The costs of inspecting and replacing the metering device will be borne by the party who requested the inspection. If the inspection shows that the deviation is greater than permitted, the costs will be borne by the company.

4. As long as it is possible for the consumer to request further inspection of the metering device or as long as the recalculation referred to in Article 13 has not been

completed, the company will keep the meter available for the further inspection until six weeks after the results of the inspection as referred to in paragraph 2 has been sent. In the event that a dispute is submitted, the company must, if possible, retain the meter in question or, if the meter is relocated, the company must be able to trace it until a decision has been made on the dispute or the dispute has ended.

### **Article 13 Consequences of incorrect metering**

1. If the inspection shows that the deviation is greater than permitted, the company will determine the volume of the supply on the basis of the results of the inspection. The supply will be recalculated for the period that the metering device was functioning incorrectly, up to a maximum of 24 months where the company charged too much, and up to a period of 18 months where the company charged too little, counting back from the moment that the faulty metering device was removed. In case of fraud, however, the supply will be recalculated for the full period.
2. If the inspection does not provide a practicable standard for determining the volume of the supply, the company is entitled to estimate the supply during the relevant period on the basis of the best relevant data available to the company, using the following standards:
  - the volume of supply during the corresponding period in the previous year, or
  - the average volume of the supply during a preceding and subsequent period, or
  - another fair standard to be determined in consultation with the consumer.

### **Article 14 Rates**

1. Applicants and consumers will pay for the creation, maintenance, expansion or modification of a connection and for the supply, including administration charges, in accordance with the company's rate scheme.
2. The company will determine which rate is applicable. Applicants and consumers are obliged to provide the necessary information for this on request.
3. All payments which the applicant and consumer must make pursuant to these General Terms and Conditions can be increased by the various taxes and levies which the company is entitled to charge. The company will provide further information regarding any such increases on the invoice, in so far as possible.

### **Article 15 Payment**

1. All payments which applicants and consumers must make pursuant to these General Terms and Conditions will be charged by the company by means of an invoice. This does not apply to the advance payments referred to in paragraph 2 of this Article, if the applicant or the consumer makes payment by direct bank or giro transfer.

2. If the company so requires, the consumer must pay in advance for the supply over the current invoice period. The company will reasonably determine the amount of the advance payments, the period to which they relate, the times at which the advance payments will be deducted and the times at which the advance payments will be offset. Settlement must take place at least once a year and will be offset against the advance payments. In the event of a change of circumstances, the consumer may request to change the amount of the advance payments.

3. Invoices must be paid in full within fourteen days of receipt or within the period indicated by the company on the invoice or a note accompanying it, if this period is longer than fourteen days. The company will indicate the manners in which the invoice can be paid.

4. The obligation to pay will not be rescinded or suspended pursuant to objections to the invoice, unless the company receives a reasoned written objection to the invoice from the applicant or consumer within the period for payment referred to in paragraph 3 of this Article. In this case, the payment obligation will be suspended until the company has decided on the objection\*.

5. Applicants and consumers will only be entitled to deduct the amounts charged to them from any amount that the company owes to them if the legal requirements for deduction have been complied with. However, deducting by means of advance payments as referred to in paragraph 2 of this Article is not permitted.

6. If the applicant or the consumer has not paid within the period set in paragraph 3, the latter will be in default without further notice of default. The company will notify the applicant/consumer to this effect in writing, stating the consequences of the failure to complete payment within fourteen days by the applicant or the consumer. One consequence of the failure to complete payment within the last-mentioned period is that the applicant or consumer will be required to pay for any reasonable extrajudicial costs incurred by the company in obtaining payment and the statutory rate of interest for each day that payment is delayed, without prejudice to the provisions of Article 9. The amount of this payment is stated in the rate scheme.

The company may set different amounts and include them in the rate scheme for applicants or consumers who practise a profession or operate a business. In the last-mentioned case, the statutory regulation for setting the standardisation of these payments is not applicable.

7. If, however, the consumer sends a reasoned, written request to the company for a payment arrangement within the new payment period referred to in paragraph 6, consequences will only be attached to non-payment from the moment that the company provides a reasoned negative decision on that request in writing. During the term of any payment arrangement entered into between the company and the consumer, the consumer must make all payments due to the company pursuant to the payment arrangement and all other payments due to the company pursuant to the agreement in full. No request for a payment arrangement can be submitted for these amounts. Consumers who fail to meet their obligations under the payment arrangement will be in default without further notice of default.

\*The further course of events if objections to a dispute are continued is laid down in the Rules of the Water Disputes Committee (see Article 21 of these General Terms and Conditions).

### **Article 16 Security deposits, advance payments and guarantee deposits**

1. If there is reasonable cause to do so, the company may require applicants or consumers to pay a security deposit or bank guarantee for payments due pursuant to these General Terms and Conditions, unless the company applies the provisions in paragraphs 2 or 3 of this Article.
2. The company is entitled to require advance payment for the amount that is due as a result of creating, replacing, relocating, expanding, modifying or removing a connection.
3. The company may require the consumer to pay a guarantee deposit for payments due in relation to the supply. The guarantee deposit will not be higher than the amount that the consumer will have to pay on average for supply during a period of six months, at the company's discretion. The guarantee deposit will be repaid as soon as security is no longer required and in any event as quickly as possible after the end of the supply agreement, following deduction of any outstanding amount.
4. Interest will be paid on the guarantee deposit from the date of receipt by the company at a rate equal to the statutory interest rate less three percentage points. Interest will be paid no later than on the repayment date of the guarantee deposit.

### **Article 17 Prohibition clauses**

1. Applicants and consumers are prohibited from:
  - a. causing nuisance or damage to the company or other consumers via the drinking water system;
  - b. breaking seals applied by or on behalf of the company, or causing them to be broken;
  - c. performing actions or causing them to be performed as a result of which the volume of supply cannot be determined at all or cannot be determined correctly, or the normal functioning of the metering device or other equipment of the company is impeded, or the rate scheme of the company cannot be applied at all or cannot be applied correctly; using the company's network for earthing electrical systems, devices, devices lightning conductors, etc.
2. The consumer is prohibited from passing the supplied water on to the drinking water system of another plot without the written permission of the company. The company may attach conditions to such permission.

## Article 18 Other obligations

1. In the execution of the provisions in or pursuant to these General Terms and Conditions, the company will exercise due care as may be expected of a careful company. In particular, when carrying out work, the company will endeavour as much as possible to prevent applicants and consumers from experiencing damage or inconvenience.
2. Both applicants and consumers are required to provide the necessary cooperation to the company in the application and execution of the provisions in or pursuant to these General Terms and Conditions and in monitoring compliance with them, in particular:
  - a. by notifying the company as soon as possible of any damage, defects or irregularities observed or suspected by them in the part of the connection present in their plot, including the metering device and breaking the seal; b. by granting access to the plot - including for the performance of the company's statutory obligations - to persons bearing an identification document or other authorisation issued by the company, from 08:00 to 20:00 hours, except on Sundays and public holidays, and also outside these hours and on other days in urgent cases;
  - c. by notifying the company in due time of changes of address, name or business name;
3. Applicants and consumers are required to do all that is reasonably possible to prevent damage to the part of the connection present in their plot.
4. Applicants or consumers who do not own the plot must guarantee that the owner will approve the performance of all actions the company deems necessary to create, replace, relocate, expand, modify or remove a connection; or to place, relocate, replace or remove a connection; or to deliver the supply, both for their own benefit and, pursuant to Article 4 paragraph 1 of these General Terms and Conditions, for that of third parties. The company may require the applicant or consumer to provide a written statement from the owner.

## Article 19 Liability

1.
  - a) With due observance of the provisions in the other paragraphs of this Article, the company will be liable to the applicant or consumer for any loss or damage resulting from interruption to the supply of drinking water, if and insofar as:
    - the interruption is the result of a failure attributable to the company; and
    - the matter concerns personal injury resulting from physical injury or death and/or damage to property including destruction, damage to or loss of property that is usually intended for private use and is used in a private capacity and/or necessary costs to prevent such damage to property.
  - b) In respect of damage to property and the necessary costs to prevent damage to property, a threshold amount of 40 (forty) euros applies for the applicant or consumer, on the understanding that the threshold amount will also be reimbursed if exceeded. No threshold amount is applicable to personal injury resulting from physical injury or death.

2. With due observance of the provisions in the other paragraphs of this Article, the company is also liable for injury to persons or damage to property resulting from a faulty connection or supply or resulting from incorrect actions or omissions relating to a connection or a supply - excluding interruptions to the supply - except in cases where the damage or loss is the result of a failure that cannot be attributed to the company.

3. In all cases, no reimbursement will be paid for damage to property used by the applicant or consumer for practising a profession or operating a business, or for loss resulting from a business interruption, or for the inability to exercise a profession, or for loss of profit.

4. If and in so far as the company is required to pay compensation for damage or loss to the applicant or consumer in the context of these General Terms and Conditions, personal injury and/or damage to property and necessary costs to prevent damage to property will only be reimbursed up to a maximum of € 2,000,000 (two million euros) per event to all applicants and consumers jointly, on the understanding that compensation for the necessary costs to prevent damage to property is limited to € 75 (seventy-five euros) and compensation for damage to property and necessary costs to prevent damage to property is limited, irrespective of the size of the total damage, to a maximum of € 3,500 (three thousand five hundred euros) per applicant or consumer. If the total amount of damage or loss resulting from personal injury and/ or damage to property exceeds € 2,000,000, the company will not be required to pay compensation above this amount, in which context, with due observance of the maximum amount for damage to property of € 3,500 referred to above in this paragraph, the claims of the applicants and consumers will be satisfied on a proportional basis

5. Damage or loss must be notified to the company as soon as possible, yet no later than four weeks after it occurred, unless the applicant or consumer can make a plausible case that it was not possible to notify the company of the damage or loss earlier.

6. The liability regulations in the previous paragraphs of this Article are also applicable to any other water supply company with which the company cooperates in respect of the public drinking water supply, and to persons for whom the company or said other water supply company is liable.

7. Applicants or consumers are liable for all damage to any device placed by the company in, against, on, under or above the plot for the purposes of the supply, unless the damage is the result of a failure which cannot be attributed to the applicant or consumer. If the applicant or consumer is required to pay compensation for damage, this is limited to a maximum of € 3,500 (three thousand five hundred euros) per applicant or consumer and per event.

## **Article 20 Penalty clause**

1. If the applicant or consumer acts imputably in breach of the provisions in Article 17 and Article 18 paragraph 2, a and b, and paragraph 3 of these General Terms and Conditions, the company is entitled to impose a penalty on the applicant or consumer of a maximum of €

350 (three hundred and fifty euros) per breach, without prejudice to the company's right to request compliance and/or compensation for damage or loss and/or the company's power to interrupt the supply.

2. The provision in Article 15 of these General Terms and Conditions will apply as far as possible, mutatis mutandis, to any penalties imposed.

#### **Article 21** Complaints and disputes

1. Disputes between the applicant or consumer and the company regarding the formation or execution of an agreement can be brought by the applicant or consumer or the company before the Energy & Water Consumer Complaints Boards (Geschillencommissie Energie & Water) ([www.geschillencommissie.nl](http://www.geschillencommissie.nl)) or before the competent court in the Netherlands.

2. Disputes will only be heard by the Complaints Board if the applicant or consumer first submits the complaint to the company within the appropriate time frame after discovering or being reasonably expected to have discovered the issue prompting the complaint. The dispute must be submitted to the Complaints Board in writing no later than twelve months after the complaint was submitted to the company. Cases as referred to in Article 9 paragraph 3 are subject to a time frame of ten calendar days.

3. If the applicant/consumer brings a dispute before the Complaints Board, the company will be bound by its decision.

4. If the company wishes a dispute to be heard, it will send a written suggestion to the applicant or consumer to submit the dispute to the Complaints Board. The company will also notify that it will submit the dispute to the competent court if the applicant/consumer fails to provide written consent to the dispute being heard by the Complaints Board within five weeks. In the event that the applicant or consumer rejects this suggestion or fails to reply within the period of five week, and if the company has not submitted the dispute to the competent court within two months, the applicant or consumer can then still choose to bring the dispute before the Complaints Board.

5. The Complaints Board issues rulings subject to the terms and conditions laid down in the Energy & Water Consumer Complaints Board's Regulations (Reglement Geschillencommissie Energie & Water). The Complaints Board's decisions take the form of a binding decision. Hearing a dispute is subject to a fee.

#### **Article 22** Deviations from these General Terms and Conditions

1. Deviations from these General Terms and Conditions can be permitted in special cases, at the company's discretion. Such deviations must always be recorded in writing as much as possible.



2. In all cases not covered by these General Terms and Conditions, the company will make reasonable arrangements. The point of departure in this respect is the general section of the law of obligations and the other statutory provisions applicable to the company.

### **Article 23 Amendments to these General Terms and Conditions**

1. These General Terms and Conditions and the applicable rules and regulations which are based on them may be amended by the company. Amendments first come into effect 30 days after the date on which notice of the amendments is given, unless a later date of effect is specified. However, amendments to the rate scheme/regulations first come into effect ten days after the date on which notice of the amendments is given, unless a later effective date is specified.

2. An announcement placed in one or more daily newspapers or weekly magazines distributed in the area in which the company supplies drinking water, stating that the terms and conditions, regulations and schemes have been amended, that they are available for inspection at the company's offices and that a copy thereof can be obtained free of charge, qualifies as a term notice.

3. Amendments also apply to existing agreements. Consumers who do not wish to accept an amendment can give notice to terminate the agreement in accordance with the provision in Article 6 paragraph 7 of these General Terms and Conditions.

### **Article 24 Special provisions**

1. The obligation to supply pursuant to the agreement, referred to in Article 6 of these General Terms and Conditions, will end in any event if and in so far as any concession granted to the company is withdrawn or declared lapsed.

2. In the event that the company is required or wishes to transfer its rights and obligations under the agreement as referred to in Article 6 of these General Terms and Conditions to a third party, the applicant or consumer hereby grants permission to do so.

### **Article 25 Final provisions**

1. These General Terms and Conditions will take effect on 1 August 2012. From that date, the terms and conditions applicable up to that moment will lapse.

2. These General Terms and Conditions can be cited as 'General Terms and Conditions for Drinking Water 2012'.

3. These General Terms and Conditions are available for inspection at the company's offices, and a copy thereof can be obtained free of charge.