



GENERAL TERMS AND CONDITIONS FOR TAP WATER

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Article 1 - Definitions and applicability

The following definitions are used in these General Terms and Conditions

Company: the City of Amsterdam, legally represented in this matter by its Chief Executive Officer, the Customer, Market and Relationships Director or the Head of the Department 'Waterfacturatie' (Water Accounts Payable) of 'Stichting Waternet' (the Waternet Foundation), established at Korte Ouderkerkerdijk 7, 1096 AC Amsterdam, (P.O. Box 94370, 1090 GJ Amsterdam);

Applicant: party submitting an application to the company to create, expand or modify a connection;

Consumer: party purchasing tap 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 meter shaft if these are located outside the movable or immovable property, for the benefit of which a connection has been or will be created, or to which tap water is or will be supplied, all according to the assessment of the company;

Tap water system: the internal plumbing pipes and connected appliances on a plot, if the internal plumbing 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 (partially) intended to be used as tap water;

Water main: the main pipe of the company's water supply network to which connections can be made;

Connection: the company's service connection which connects the tap water system with the water main, including the meter and all equipment installed in or on said pipe by the company, such as return valves, service valves, constant flow valves;

Water meter: the company equipment intended for determining the volume of the water supply to provide the data deemed necessary by the company for payment and the monitoring of the amount of water use;

Supply: the supply or availability of tap water.

These General Terms and Conditions are part of the agreement between the company and the applicant and/or consumer. The agreement is also subject to technical connection requirements. 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, and applications to place, relocate, replace or remove a water meter should be submitted via a form provided for this purpose by the company, or in another manner permitted by the company.
2. If two or more applicants submit an application in respect of a connection, the company may require that the applicants be jointly and severally liable.
3. New connections or expansions or modifications to existing connections can only be carried out by or on the instructions of the company. The method of creating the connections, their location and the number of connections will be determined by the company. This will occur as much as possible in consultation with the applicant.. In principle, only one connection is permitted per plot. Meters can only be placed, relocated, replaced or removed with due observance of the relevant provisions in Article 11.
4. The company is empowered to decide not to create, expand or modify a connection or not to place, relocate, replace or remove a water meter, and to set special conditions in this regard, in order to prevent damage to the interests of the company or those of one or more applicants or consumers. Such cases may occur where:
 - a. the company's supply capacity at the location in question is insufficient;
 - b. the company's substantiated assessment determines that the tap water system is located too far from the closest main pipe;
 - c. the permits and permissions necessary to create, expand or modify the connection cannot be obtained, or can only be obtained subject to conditions which are excessively onerous for the company;
 - d. the connection and/or the supply is only intended as a reserve or is temporary in nature;
 - e. it is expected that use of the connection will impair the company's water supply network;
 - f. the applicant has failed to pay a bill pertaining to a connection to or the supply of tap water, or another bill the applicant is due to pay the company, including with regard to connections or supply at a different or previous plot, on condition that the bill is of sufficient relevance to the application to justify non-connection or setting special conditions. This also applies to bills issued by the company with regard to a connection or supply for the operational requirements of a profession or business.
 - g. the application pertains to individual metering of a plot which does not comply with the description of the term independent dwelling, as referred to in Article 7:234 of the Dutch Civil Code, or it pertains to individual metering of a unit in a multi-tenanted office building or on a collective business site.
 - h. the application pertains to individual metering of a plot which does comply with the description of the term independent dwelling, as referred to in Article 7:234 of the Dutch Civil Code, but for which a joint or central metering system is used to determine the volume of the tap water supply as well as the amount of the supply of other utilities such as electricity, gas and heat.
 - i. the application pertains to individual metering of a plot whereas the tap water system has not yet been adapted for individual metering.

- j. the application pertains to collective metering (using a joint or central metering system) of a plot containing multiple independent dwellings, as referred to in Article 7:234 of the Dutch Civil Code.
5. The company is also empowered not to create, expand or modify a connection or to wholly or partially remove it, and/or not to place, relocate, replace and/or remove a water meter if one or more of the provisions in or by virtue of these General Terms and Conditions has not been met and the exercise of said power by the company is justified.

Article 3 – Ownership of connections and the maintenance, inspection, replacement, relocation, expansion, modification and removal of connections

1. Connections remain the property of the company at all times.
2. The maintenance, inspection, replacement, relocation, expansion, modification and removal of connections, can only be carried out by or on the instructions of the company. Except in urgent cases or cases of force majeure, all work will be carried out as much as possible following prior notification to and in consultation with the applicant or the consumer.
3. Maintenance to and inspections of the connection are at the expense of the company. Without prejudice to the provision in 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 the consumer, if:
 - a. this takes place at the applicant or consumer's request;
 - b. this is the result of the applicant or consumer's actions or omissions due to circumstances which are reasonably attributable to the applicant or consumer.

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 water meters to be placed, relocated, replaced or removed, and these and existing pipes, connections, branches or water meters 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/user 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 water meter and (as appropriate) the main pipe on condition that the company has notified the applicant or consumer of the presence of the main pipe and other pipes, connections and branches referred to in paragraph 1. If it is not possible to provide clear access to one or more of the elements 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 to carry out the following work, at the expense of the applicant or consumer:
 - a. remove obstacles;
 - b. make changes to the route of the connection(s), pipe(s) and/or branch(es) in question;
 - c. create one or more entirely new connections, pipes and/or branches

Article 5 - The tap water system

1. The tap water system must comply with the provisions in or pursuant to the company's connection terms and conditions.
2. Technical, water-related work to the tap water system must be performed by persons who have the necessary expertise and equipment, and with due observance of the company's connection terms and conditions.
3. Consumers or, in their absence, applicants must ensure that the tap water system is properly maintained. Applicants will be required to provide the company with all requested information pertaining to the tap water system, on request.
4. The company is empowered to inspect the tap water system as often as it deems necessary. If, in the company's substantiated assessment, the tap water system does not meet the provisions in or pursuant to the company's connection terms and conditions, applicants or consumers will be required to remedy faults at their expense – immediately, if necessary – and to comply with any instructions issued by the company.
5. If another water supply system is present or is being installed in a plot in addition to the tap water system, the applicant and the consumer will both be required to notify the company to this effect immediately and to provide the company with all requested information regarding this system. No connection may exist between the tap water system and other such systems.

6. Applicants and consumers will be liable for water loss occurring as a result of any defect in the tap water system. In the event that the volume of supply is not determined by means of a water meter, the company is empowered to estimate the volume of water loss and to charge this to the applicant and/or consumer.

Article 6 - Supply agreement

1. Tap water is supplied pursuant to an agreement between the company and the consumer.
2. Supply agreements commence on the day on which the consumer first purchases tap water from the company and/or first has access to a connection. The company can require the agreement to be concluded in writing. The company can refuse to enter into a supply agreement on the same grounds as indicated in Article 9 with regard to interruption of the supply.
3. Supply agreements are valid for an indefinite period, unless agreed otherwise. Where an agreement is entered into with two or more consumers, the company can require that the consumers be jointly and severally liable for compliance with the agreement.
4. Supply for other than household use (business supply) is provided to the consumer. Where there are multiple consumers, the supply is provided to the owner of the plot, unless the consumers declare that they are jointly and severally liable for compliance with the supply agreement.
5. Unmetered supply for household use is provided to the (main) resident of the plot or to other owners of real rights to the plot. Unmetered supply for household use in plots where no individual sanitation is present is provided to the owner of the plot or other owners of real rights to the plot. Collectively metered (by means of a joint or central metering system) supply for household use is provided to the owner of the plot or to other owners of real rights to the plot.
6. Individual metered supply for household use is provided to the consumer.
7. Both the consumer and the company may terminate the supply agreement.
 - a. Notice of termination of a business supply or of an individually metered household supply must be submitted in writing, with due observance of a notice period of ten days, unless the company accepts a different mode of notice and/or period.
 - b. The consumer can only terminate the supply agreement for unmetered or collectively metered (by means of a joint or central metering system) household use in the event of transfer of the title to the plot or in the event that the plot is no longer used for residential purposes. Where the consumer is the owner of or the owner of the real rights to the plot, the agreement can only be terminated as of the first day of each calendar quarter, and where the consumer is the tenant of the plot, as of the first day of each calendar month. Termination of the agreement must take place with due observance of the terms and conditions listed in section a of this paragraph.
 - c. Notification of termination by the company must be done in writing and be accompanied by reasons, and is only possible if there are compelling reasons to do

so in the company's interests, and with due observance of a period of notice of at least 90 days.

8. If consumers do not terminate the supply agreement in accordance with the provisions in paragraph 7, 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 forth in or pursuant to the agreement and these General Terms and Conditions until they have met all their obligations arising therefrom.
9. In the event of a limitation 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 effect.

Article 7 - Nature of the supply

1. The company supplies tap water.
2. In principle, tap water is supplied continuously. However, the company cannot guarantee continuity of the tap water supply. If circumstances arise as a result of which the supply is or must be interrupted, the company will do everything reasonably possible to resume the supply within the shortest possible period.

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

1. The company is empowered, in the interests of providing a good public tap water supply, to limit or interrupt the supply, to prohibit its use for specific purposes or to attach exceptional terms and conditions to the supply.
2. When carrying out work, the company can also, if it deems it necessary or desirable, limit or interrupt the supply for the shortest possible period - if possible after issuing prior warning -for safety reasons or in the event that the risk of damage is considered high. The company will notify the applicant or consumer of scheduled work at least two days before carrying it out.
3. If requested by the consumer, the company can interrupt the supply, subject to terms and conditions to be agreed upon at such time.
4. The company is empowered to take measures at the site of supply to limit the volume flow rate to a value set by the company.

Article 9 - Restriction or interruption of the supply due to non-compliance

1. The company is entitled to – after issuing prior warning, unless this cannot be expected of the company for safety reasons – to interrupt the supply, if and so long as applicants and/or consumers are not complying with one or more articles of these General Terms and Conditions or one or more applicable regulations pursuant to these terms and conditions. Such cases may occur if:
 - a. the tap water system does not comply with the provisions in or pursuant to the

- company's connection terms and conditions;
- b. one or more of the prohibition provisions referred to in Article 17 of these General Terms and Conditions has been breached;
 - c. the consumer has failed to pay amounts due under these General Terms and Conditions in accordance with the provision in Article 15 of these General Terms and Conditions. In this case, the supply may only be interrupted if payment is not made within the new period stated in Article 15 paragraph 6 and no request for a payment arrangement as referred to in Article 15 paragraph 7 is pending;
 - d. the consumer does not comply with a valid payment arrangement.
2. The supply to a consumer who is a natural person not practising a profession or operating a business as regards the agreement may only be interrupted in one of the situations listed in points a to d of the previous paragraph. In this respect, it is only the supply to the plot to which that situation pertains that may be interrupted. This is only different if the company has a claim against the consumer as referred to in point c of paragraph 1 that relates to a previous plot of the consumer. In that case, the supply to the plot where the consumer resides may be interrupted.
3. The company will only use its power to interrupt the supply in accordance with the Regulations on the Disconnection Policy for Small Consumers of Drinking Water (Regeling afsluitbeleid voor kleinverbruikers van drinkwater) and if this is in reasonable proportion to the applicant or consumer's non-compliance with its obligations.
4. The company will not use its power to interrupt the supply on the grounds of the provision in point c of paragraph 1 of this Article, if the consumer contacts the Consumer Complaints Boards, as referred to in Article 21, in connection with the refusal referred to in the first sentence of Article 15 paragraph 7 within ten calendar days of the refusal, in accordance with the applicable rules set forth in the board's regulations.
5. The supply interruption referred to in the first paragraph of this Article will only be reversed after the reason for initiating it has been resolved, and the costs of said interruption and resumption of the supply, as set out in the rate scheme, have been paid in full. If the company has suffered damage or loss as a result of non-compliance by the applicant or consumer, it may, with due observance of Article 19 paragraph 8 of these General Terms and Conditions, also require these costs to be paid before the interruption to the supply is reversed. The company may attach additional terms and conditions to resuming the tap water supply to a business.
6. The company's use of its powers as referred to in this article and in the preceding article cannot result in liability on the part of the company for any resulting damage.

Article 10 - Determining the volume of the supply

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

2. If the volume of supply is measured by a joint or central metering system, the joint use will be charged to the owner or manager of the plot.
3. The metering system will be read by the consumer once per year and submitted to the company in a manner and within a period to be determined by the company. This does not affect the company's right to carry out the meter reading itself.
4. Where consumers fail to meet their obligation referred to in paragraph 2 of this article, or where the company is unable to read the metering system itself, or if a mistake is made in the meter reading, the company can determine the volume of the supply in accordance with the provision 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 date on the basis of a (new) meter reading and to charge accordingly.
5. If the company or the consumer makes a mistake when reading the water meter or processing the meter reading, a new reading will be taken, if necessary, before the provision in Article 13 paragraph 2 becomes applicable by analogy.

Article 11 - The metering system

1. The metering system remains the property of the company at all times.
2. The metering system is installed and maintained by, or on the instructions of, the company with due observance of the relevant provisions set out in the rate scheme. The company will bear the associated costs. The water meter can only be replaced, including replacements as a result of expansion or modification of the tap water system, relocated or removed by, or on the instructions of, the company. The company will also bear the associated costs. However, applicants or consumers will bear the costs if the meter is replaced or relocated at their request or as a result of their actions or omissions, except where those actions or omissions are the result of circumstances which cannot reasonably be attributed to the applicant or consumer.
3. In the event of inspections of the metering system, the provision in Article 12 paragraph 4 will apply.
4. The company will notify the consumer when the metering system will be replaced or relocated as far in advance as possible.
5. The applicant or consumer will ensure clear access to the metering system at all times, and that will ensure that it can easily be read. The applicant or consumer must also protect the metering system against general damage or frost damage, and protect the seal from being broken

Article 12 - Inspection of the metering system

1. In the event of any doubt regarding the accuracy of the metering, both the consumer and the company can require the metering system to be inspected. If the consumer requests an inspection, the company will notify the consumer of what is involved in

the inspection and the associated costs. The company will notify the consumer as far in advance as possible when the inspection will take place and/or when the metering system will be removed for inspection. Inspections are performed by an appropriately certified expert, on the instructions of the company.

2. A measurement is deemed to be correct if, during the inspection, the flow volume registered by the water meter does not differ from the actual flow volume by more or less than 4%.
3. The costs of inspecting and replacing the metering system will be borne by the party who requested the inspection. If the inspection reveals a greater than permissible discrepancy, the costs will be borne by the company.
4. As long as the possibility exists that the consumer may request the metering system to be inspected further or as long as no recalculation as referred to in Article 13 has been completed, the company will keep the water meter available for the subsequent inspection up to six weeks after the results of the inspection as referred to in paragraph 2 have been sent to the consumer. In the event of a dispute, the company must retain the water meter in question – as far as this is possible – or if the water meter is relocated, the company must be able to trace it until a ruling is made on the dispute or the dispute has ended.

Article 13 - Consequences of incorrect metering

1. If the inspection reveals a greater than permissible discrepancy, 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 system 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 system was removed. In the event of fraud, however, the supply will be recalculated for the full period.
2. If the inspection does not provide a usable measure for determining the volume of the supply, the company is entitled to estimate the supply during the period in question according to the best relevant data available to the company, using the following measures:
 - a. the volume of the supply during the corresponding period in the previous year, or
 - b. the average volume of the supply during a previous or subsequent period, or
 - c. another fair measure to be determined in consultation with the consumer

Article 14 - Rates

1. The applicant and consumer 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 determines which rate is applicable. The applicant and consumer must 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 bill, insofar 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 a bill. This is not applicable to advance payments as referred to in paragraph 2 of this article if the applicants or consumers pay by Direct Debit.
2. The company may demand that consumers pay in advance for the supply over the current billing period. The company will reasonably determine the amount of such advance payments, the applicable billing period, the billing date and the payment date. Payment must be made at least once per year, at which time the advance payments will be deducted. In the event of a change of circumstances, the consumer can request to change the amount of the advance payments.
3. Bills must be paid in full within 14 days of receipt or within the period indicated by the company on the bill or a note accompanying the bill, if longer than 14 days. The company will indicate the ways in which the bill can be paid.
4. The obligation to pay can only be rescinded or suspended if the company receives a reasoned written challenge to the bill in question from the applicant or consumer within the payment period referred to in paragraph 3 of this article. In this case, the payment obligation will be suspended until the company makes a decision regarding this challenge.
5. Applicants and consumers will only be entitled to deduct amounts charged to them from any amount that the company owes them if the statutory deduction requirements have been met. However, deducting by means of advance payments as referred to in paragraph 2 of this article is not permitted.
6. Applicants or consumers who do not pay within the period set in paragraph 3 will be in default without further notice of default. The company will notify them of this in writing, stating the consequences of the applicant or consumer's failure to pay within 14 days from the day after the date of receiving the notification. One consequence of the failure to pay within that period is that the applicant or consumer will be required to pay extrajudicial collection costs in accordance with Article 6:96 of the Dutch Civil Code as well as statutory interest for each day that payment is delayed, without prejudice to the provision in Article 9. The amount of this payment is stated in the Extrajudicial Collection Costs (Fees) Decree (Besluit vergoeding voor buitengerechtelijke incassokosten). The company may set different amounts for applicants or consumers practising a profession or operating a business as regards the agreement and include them in the rate scheme. In that case, the statutory regulation for the standardisation of these payments will not be applicable.
7. However, if the consumer sends the company a well-founded written request for a payment arrangement within the new payment period as referred to in paragraph

6, consequences will only be attached to non-payment from the moment that the company provides a substantiated negative decision on that request in writing.

8. During the term of any special payment arrangement entered into between the company and the consumer, the consumer must make all payments due under that payment arrangement and all other payments due to the company pursuant to the agreement in full. No request for a further 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.

Article 16 - Guarantees, advance payments and security deposits

1. If there is reasonable cause to do so, the company can 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 creating, replacing, relocating, expanding, modifying or removing a connection.
3. The company can require the consumer to pay a security deposit for payments due in relation to the supply. The 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, in the company's assessment. The 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 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 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 tap 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 or cannot be determined correctly, or the normal functioning of the metering system or other equipment of the company is impeded, or the rate scheme of the company cannot be applied or cannot be applied correctly;
 - d. using the company's network for earthing electrical systems, devices, lightning conductors, etc.
2. The consumer is prohibited from passing the supplied water on to the tap water system of another plot without the written permission of the company. The company may attach terms and 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 reasonably be expected of a diligent 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 of compliance with them, in particular
 - a. by notifying the company as quickly as possible of any damage, defects or irregularities observed or suspected by the applicants or consumers in the part of the connection present in their plot, including the metering system and 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, except on Sundays and public holidays, and also outside these hours and on other days in urgent cases;
 - c. by notifying the company in good time of changes of address, name or business name;
 - d. by notifying the company in good time of any planned construction work or zoning changes of the plot;
 - e. by notifying the company in good time if the title to the plot is or will be transferred, and the name, address and town/city of residence of the new owner.
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 or owners’ association 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 metering system; 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 can require the applicant or consumer to provide a written statement from the owner.

Article 19 - Liability

1. 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 tap water, if and insofar as:
 - a. the interruption is the result of a failure attributable to the company; and
 - b. the matter concerns personal injury resulting from physical injury or damage sustained by the dependants following a death and/or damage to property including damage to, destruction 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.

2. 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 be partially reimbursed if exceeded. No threshold amount is applicable to personal injury resulting from physical injury or damage sustained by the dependants following a death.
3. 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 erroneous 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.
4. In all cases, no reimbursement will be paid for damage to property used by applicants or consumers for practising a profession or operating a business, or for loss resulting from a business interruption, or for the inability to practise a profession, or for loss of profit.
5. If and inasmuch as the company is required to pay compensation for loss to the applicant or consumer pursuant to 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 payment for the necessary costs to prevent damage to property is limited to €75 (seventy-five euros) and payment for damage to property and necessary costs to prevent damage to property is limited, irrespective of the scale of the total damage, to a maximum of €3,500 (three thousand five hundred euros) per applicant or consumer. If the total amount of 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 previously in this paragraph, the claims of the applicants and consumers will be satisfied on a proportional basis.
6. Damage or loss must be notified to the company as quickly as possible, and 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.
7. 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 tap water supply, and to persons for whom the company or said other water supply company is liable.
8. The applicant or consumer is 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 by analogy to any penalties imposed.

Article 21 – Complaints and disputes

1. Disputes between the applicant or consumer and the company regarding the drafting or execution of an agreement can be brought either by the applicant or consumer or the company before the Energy & Water Consumer Complaints Boards (Geschillencommissie Energie & Water) (www.geschillencommissie.nl) or before the competent court in the Netherlands.
2. Disputes will only be heard by the Complaints Boards 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 complaint 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 or 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 by the complaints board, it will send a written suggestion to the applicant or consumer to submit the dispute to the complaints board. The company will also advise that it will submit the dispute to the competent court if the applicant or 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 five week period, and if the company has not submitted the dispute to the competent court within two months, the applicant or consumer can then nevertheless 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 Boards' Regulations (Reglement Geschillencommissie Energie & Water). The committee's decisions take the form of a binding recommendation. Hearing a dispute is subject to a fee.

Article 22 – Deviations from these general terms and conditions

1. In special cases, 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 far 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 the General Terms and Conditions can 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 date of effect is specified.
2. An announcement placed in one or more daily newspapers or weekly magazines distributed in the area in which the company supplies tap 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 inasmuch 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 are in effect as of 1 January 2013. 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 Tap Water of the City of Amsterdam 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. A digital version is also available on the website: www.waternet.nl.
4. These General Terms and Conditions are derived from the model terms and conditions of the VEWIN, which came into being in consultation with the Dutch Consumers' Association (Consumentenbond) in the context of the Committee for Consumer Affairs of the Socio-Economic Council (Commissie voor Consumentenaangelegenheden van de Sociaal-Economische Raad).
5. These General Terms and Conditions have been drawn up in Dutch and English. In the event of disputes concerning the interpretation of these General Terms and Conditions, the Dutch text will take precedence.

Colophon

This was published by Waternet
December 2012

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Waternet is the joint organization of the Regional Public Water Authority of Amstel, Gooi en Vecht and the City of Amsterdam.
