

Wholesale Contract

Schedule 1:

Part 1:

Objectives, Principles and Definitions

Change History

Version Number	Date of Issue	Reason for Change	Change Control Reference	Sections Affected
Draft 20141211	11-Dec-2014	For industry consultation		All
Draft 20150511	11-May-2015	For industry consultation		All
Draft 20150714	14-July-2015	For Pre-Vendor Publication		All
ICP Housekeeping Version	25-August 2015	Non-material housekeeping changes	ICPAWRC/CP001	All
ICP Trade Effluent	22-September 2015	Matters relating to Trade Effluent updated to reflect Version 2 of the Change Proposal	ICPAWRC002	Part B
ICP Cross Border	22-September 2015	Cross-Border matters	ICPAWRC007	Part B
ICP Algebra	22-September 2015	Response to Settlement Quality Assurance	ICPAWRC008	Part B
ICP Quality Assurance	22-September 2015	Clarificatory and syntax changes following review of the texts	ICPAWRC009	Part A, Section 1.5.9; Part B—amends to 44 definitions
20150930	30-September 2015	For post-vendor MAP		As per Trade Effluent, Cross Border, Algebra and Quality Assurance versions.
ICP	11-May-2016	Changes to reflect	ICPAWRC030	Part B Definitions

Developer Services		ICP change proposal ICPAWRC030		("Suspended Provisions")
20160511	11 May 2016	For 20160511		As per ICPAWRC030
ICP Draft Exit Regulations	9 August 2016	Alignment with draft Exit Regulations	ICPAWRC003	Part B (six new or amended definitions)
ICP Align with Customer Protection Code of Practice	18 August 2016	Align with Customer Protection Code of Practice	ICPAWRC042	Part B Definitions ("Customer Protection Code of Practice"); 1.6 (added)
20160830	30 August 2016	For 20160830		As per ICPAWRC003 and ICPAWRC042
ICP Housekeeping	21 September 2016	Changes to reflect ICP Change Proposal ICPAWRC049	ICPAWRC049	Part B Definitions
20160921	21 September 2016	For 20160921	As per ICPAWRC049	20160921
ICP Data Sharing	13 October 2016	Changes to reflect ICP Change Proposal ICPAWRC060	ICPAWRC060	Part B Definitions - added ("Authority's Statutory Function(s)")
ICP Align with new GSS Regulations	13 October 2016	Changes to reflect ICP Change Proposal ICPAWRC040	ICPAWRC040	Part B Definitions ("Guaranteed Service Standard" and "Retail Authorisation" updated); two definitions added ("GSS Regulations" and "Restricted Retail Authorisation")
ICP Credit and Payment Terms	13 October 2016	Changes to reflect ICP Change Proposal	ICPAWRC043	Part B—twenty one new definitions added; seven amended

		ICP/WRC043		and three deleted
ICP Direction to Supply	13 October 2016	Changes to reflect ICP Change Proposal ICP/WRC050	ICP/WRC050	Part B—six definitions added, one deleted and two amended
20161013	13 October 2016	For 20161013		As per ICP/WRC060; ICP/WRC040; ICP/WRC043; ICP/WRC050

Part A: Objectives and Principles

1.1 Scope

This Part A sets out the objectives and principles for the Wholesale-Retail Code.

1.2 Objectives – Business Terms

1.2.1 The objectives of the Business Terms (the “Business Terms Objectives”) are:

- (i) to establish the rights and obligations of the parties to a Wholesale Contract in respect of the provision of Wholesale Services by the Contracting Wholesaler to the Contracting Retailer and for the payment of Wholesale Charges for such services by the Contracting Retailer;
- (ii) to make provision for payments by the Contracting Wholesaler to the Contracting Retailer, where applicable; and
- (iii) to make provision for any related transitional, supplemental and ancillary matters.

1.2.2 Due regard shall be given to the Business Terms Objectives in relation to the construction and interpretation of the Business Terms.

1.3 Objectives – Operational Terms

1.3.1 The objectives of the Operational Terms (the “Operational Terms Objectives”) are:

- (i) to establish operational processes which facilitate the performance by the Contracting Wholesaler and the Contracting Retailer of their respective functions in relation to the provision of Water Services and Sewerage Services in relation to the Competitive Market; and
- (ii) to make provision for any related transitional, supplemental and ancillary matters.

1.3.2 Due regard shall be given to the Operational Terms Objectives in relation to the construction and interpretation of the Operational Terms.

1.4 Objectives – Market Terms

1.4.1 The objectives of the Market Terms (the “Market Terms Objectives”) are:

- (i) to enable the Registration of data concerning Non-Household Customers or Eligible Premises which is or may be relevant to the provision of Water Services or Sewerage Services in relation to the Competitive Market in the Areas of the Contracting Wholesaler and of other Wholesalers;
- (ii) to enable the transfer of Non-Household Customers from the Contracting Retailer to another Retailer;
- (iii) to enable the calculation of Primary Charges to be recovered by the Contracting Wholesaler from the Contracting Retailer; and
- (iv) to make provision for any related transitional, supplemental and ancillary matters.

1.4.2 Due regard shall be given to the Market Terms Objectives in relation to the construction and interpretation of the Market Terms.

1.5 Principles

Due regard shall be given to the following Principles in relation to the construction and interpretation of the Wholesale-Retail Code.

1.5.1 Efficiency

- (i) To ensure the efficient discharge by the Contracting Retailer of its Licence obligations and by the Contracting Wholesaler of its obligations under its Appointment and their respective statutory duties to the extent impacted by the Wholesale-Retail Code;

- (ii) to promote the efficient, economic and coordinated operation of the water and wastewater sector to the extent impacted by the Wholesale-Retail Code; and
- (iii) to promote the efficient administration of the Market Terms by the Market Operator.

1.5.2 Proportionality

The Wholesale-Retail Code and arrangements established by or under the Wholesale Contract should be proportionate within the context of the Objectives and should be proportionate to the size of the Competitive Market.

1.5.3 Transparency

The Wholesale-Retail Code and arrangements established by or under the Wholesale Contract should be concise, clearly expressed, well-structured and readily accessible to both existing and prospective Retailers.

1.5.4 Simplicity, cost effectiveness and security

The Central Systems and processes established by or under the Market Terms should be as straight forward and as economical as possible (whilst being capable of development over time) and should contain appropriate data integrity and security controls.

1.5.5 Barriers to entry

The Wholesale-Retail Code and arrangements established by or under the Wholesale Contract should not create barriers to entry in respect of the Competitive Market and should promote effective competition in the Competitive Market.

1.5.6 Non-Discrimination

The Wholesale-Retail Code and arrangements established by or under the Wholesale Contract should not unduly discriminate, or create undue discrimination, between the Contracting Retailer and other Retailers or Applicants.

1.5.7 Customer participation

The Wholesale-Retail Code and arrangements established by or under the Wholesale Contract should promote customer participation.

1.5.8 Customer contact

The rules and arrangements established by or under the Operational Terms should ensure that, save in permitted circumstances as set out or referred to in the Wholesale-Retail Code, the primary contact with each Non-Household Customer should be interfaced through the Contracting Retailer.

1.5.9 Seamless markets

The Wholesale-Retail Code or arrangements established by or under the Wholesale Contract should be developed in a manner that delivers a seamless customer experience in relation to the Areas of Wholesalers and as between Areas in England and Wales, and Scotland.

1.5.10 No limit on upstream competition

The Wholesale-Retail Code or arrangements established by or under the Wholesale Contract should not place any constraint or limit on the introduction and development of competition in the upstream water and sewerage market.

Part B: Definitions and interpretation

- 1.1 In the Wholesale-Retail Code:
- 1.1.1 the Objectives and Principles form part of the Wholesale-Retail Code and references to the Wholesale-Retail Code include the Objectives and Principles;
 - 1.1.2 references to 'Sections' are to sections of the Wholesale-Retail Code unless otherwise expressly stated and references to 'Sections' within a Part of the Wholesale-Retail Code are to that Part unless otherwise specified;
 - 1.1.3 words imparting a gender include every gender and references to the singular include the plural and vice versa;
 - 1.1.4 words denoting persons include individuals and bodies corporate, partnerships, unincorporated associations and other bodies (in each case, wherever resident and for whatever purpose) and vice versa;
 - 1.1.5 save as otherwise expressly provided references to time are to local time;
 - 1.1.6 references to 'writing' or 'written' shall include email;
 - 1.1.7 references to 'day' and 'calendar day' mean the same as one another;
 - 1.1.8 references to the Wholesale-Retail Code (comprising the Wholesale Contract together with its Schedules) or any other document are to the Wholesale-Retail Code or that document as in force for the time being and as amended, supplemented, varied, modified, renewed, replaced or extended from time to time in accordance with the requirements of the Wholesale-Retail Code or that document (as the case may be);
 - 1.1.9 a reference to any body is:
 - (i) if that body (statutory or otherwise) is replaced by another organisation, deemed to refer to that replacement organisation; and

- (ii) if that body (statutory or otherwise) ceases to exist, deemed to refer to that organisation which most substantially serves the same purposes as the original body;
 - 1.1.10 a reference to a statute or statutory provision shall, unless otherwise stated, be construed as including:
 - (i) a reference to any orders, regulations and subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) made from time to time under the statute or statutory provision whether before or after the effective date; and
 - (ii) a reference to that statute, statutory provision or subordinate legislation as in force at the effective date and as from time to time modified or consolidated, superseded, re-enacted or replaced (whether with or without modification) after the effective date;
 - 1.1.11 references to a person shall, except where the context requires otherwise, include its successors in title and permitted assignees;
 - 1.1.12 a reference to a particular condition of a Licence shall be construed at any particular time as including a reference to any modification of that condition in force at that time; and
 - 1.1.13 any words or expressions used in the Water Industry Act 1991, the Water Act 2003, the Flood and Water Management Act 2010 or the Water Act 2014 shall, unless the contrary intention appears, have the same meaning when used in the Wholesale-Retail Code.
- 1.2 The headings and contents table in the Wholesale-Retail Code or any Part of it are for convenience only and do not affect its interpretation.
- 1.3 In the Wholesale-Retail Code, the words '**other**', '**includes**', '**including**' and '**for example**' do not limit the generality of any preceding words, and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

- 1.4 In the Wholesale-Retail Code, the words **'for the time being'** mean at the relevant time now or in the future unless the context requires otherwise.
- 1.5 In the Wholesale Contract, the recitals and schedules form part of the Wholesale Contract and references to the Wholesale Contract include the recitals and schedules.
- 1.6 In the Wholesale Contract, references to 'recitals', 'clauses' and 'schedules' are to recitals and clauses of and schedules to the Wholesale Contract; references in a schedule to paragraphs are to the paragraphs of that schedule and a reference to a clause or paragraph number is, unless otherwise specified, a reference to all its sub-clauses or sub-paragraphs.
- 1.7 In the Wholesale Contract, references to 'the Parties' shall, unless otherwise expressly stated, be construed as references to the Contracting Retailer and the Contracting Wholesaler, and the term 'Party' shall be construed accordingly.
- 1.8 In the Wholesale Contract, references to a Party shall, except where the context requires otherwise, include its successors in title and permitted assignees
- 1.9 If there is any conflict between any of the following, the order of precedence shall be:
- (i) any Law other than any Appointment, any Licence, the Market Arrangements Code, the Wholesale Retail Code, the Interim Supply Code, the Retail Exit Code and the Customer Protection Code of Practice;
 - (ii) any Appointment or Licence;
 - (iii) the Market Arrangements Code;
 - (iv) the Wholesale-Retail Code;
 - (v) the Interim Supply Code and the Retail Exit Code;
 - (vi) the Customer Protection Code of Practice.
- 1.10 [The Wholesale-Retail Code should be read in conjunction with the Customer Protection Code of Practice.](#)

Abbreviations	
Term	Definition
"AE"	Accredited Entity

Abbreviations	
Term	Definition
“BD”	Business Day
“CSDs”	Code Subsidiary Documents
“DA”	Domestic Allowance
“ DIA ”	Drainage Impact Assessment
“DPID”	Discharge Point Identifier
“EIRs”	Environmental Information Regulations
“FA”	Fixed Allowance
“LCIA”	The London Court of International Arbitration
“MDS”	Market Dataset
“ MO ”	Market Operator
“ NHH ”	Non-Household
“P1”	provisional Settlement Report or provisional Settlement Run, as the context requires
“PA”	Percentage Allowance
“ PD ”	Permanent Disconnection
“R1”	first Settlement Report or first Settlement Run, as the context requires
“R2”	second Settlement Report or second Settlement Run, as the context requires
“R3”	third Settlement Report or third Settlement Run, as the context requires
“R4”	fourth Settlement Report or fourth Settlement Run, as the context requires
“ RA ”	Relevant Authority
“RF”	Final Settlement Report or Final Settlement Run, as the context requires
“RSD”	Registration Start Date
“RTS”	Return to Sewer

Abbreviations	
Term	Definition
“RV”	Rateable Value
“SEMD”	Security and Emergency Measures (Water and Sewerage Undertakers) Direction 1998
“SLO”	a self-lay organisation
“SPID”	Supply Point Identifier
“TD”	Temporary Disconnection
“TDC”	Trading Disputes Committee
“TE”	Trade Effluent
“UCP”	utility connection provider
“UPRN”	Unique Property Reference Number
“VAT”	Value Added Tax
“VOA”	Valuation Office Agency
“WIRS”	water industry registration scheme
“YVE”	Yearly Volume Estimate

Definitions	
Term	Definition
“Accept” or “Accepted” or “Accepting” or “Acceptance”	the acceptance of a Registration Application or Transfer Registration Application by the Market Operator in accordance with Section 4.3.2 of the Market Terms;
"Accession Agreement"	means an agreement substantially in the form set out in Schedule 3 (Accession Agreement) of the Market Arrangements Code;
“Accredited Entity”	an entity which is independently evaluated and accredited under an accreditation scheme established by the Contracting Wholesaler as competent to carry out certain activities including but not limited to Connection Activity and Metering Activity. One such accreditation scheme may include the WIRS administered by Lloyd’s Register. Under that scheme accredited entities include WIRS Providers who include SLOs and UCPs;

Definitions	
Term	Definition
"Acquiring Licensee"	an eligible Retailer that has been specified (and which has agreed in writing to be specified) as the Retailer to which the relevant Undertaker proposes to transfer a part of its undertaking upon exiting from the non-household retail market <u>has the meaning given in Regulation 6 of the Exit Regulations;</u>
"Additional Performance Indicator"	the indicators identified in the Market Performance Operating Plan against which the Market Operator shall monitor and make available Trading Party performance data in order to identify underlying performance issues;
"Additional Service"	the carrying out of any activity or providing any service or report by the Market Operator for the Contracting Wholesaler, the Contracting Retailer, another Trading Party or any other party where such activity, service or report is not specified in the Market Terms;
"Additional Service Charge"	the charge that the Market Operator will apply to the provision of each Additional Service following consultation with the Panel and set out in the Market Operator's published list of Additional Service charges on its website;
"Affected Supply Point"	in relation to a Volume Transfer, any: (i) Supply Point in the process of being Registered to the Transferor; (ii) Supply Point Registered to the Transferor; (iii) Supply Point Registered to the Transferor and in the process of being Deregistered or Disconnected; and (iv) Supply Point which has at any time been Registered to a Transferor, but which has been Deregistered, Disconnected or Transferred on or before a Transfer Date;
"Affiliated Company"	in relation to a Party means a Subsidiary Undertaking or Parent Undertaking of that Party, or another Subsidiary Undertaking of such Parent Undertaking;
"Agreed Settlement Runs"	a Corrective Settlement Run or a Post RF Settlement Run;
"Aggregated Settlement Report"	the report produced by the Market Operator setting out the aggregated Primary Charges for the Invoice Period, as further described in Section 2.5 of CSD 0201 (Settlement Timetable and Reporting);
"Alternative Eligible Credit Support"	the form of credit support agreed between a Contracting Wholesaler and a Contracting Retailer as an alternative to Eligible Credit Support, as further set out in Section 9.11.5 and the Schedule 3 Key Terms of the Business Terms;
"Annual Market"	the report prepared and published by the Market Operator which

Definitions	
Term	Definition
Performance Report”	sets out the results of the implementation of the Market Performance Framework in the Year to which the report relates;
“Applicant”	an organisation that is seeking to become a Trading Party but which has not yet satisfied all of the Trading Conditions, as defined in CSD 0001 (Market Entry Assurance and Market Re-assurance);
“Application Window”	the period within which the Transfer Registration Application shall be submitted, as further described in Section 4.3.1 of the Market Terms;
“Appointment”	the instrument of appointment granted to an Undertaker under section 6 of the Water Industry Act 1991;
“Approved Change”	any variation, amendment, addition to, deletion from or other change to the Wholesale-Retail Code, made by the Authority pursuant to section 66DA and/or section 117F of the Water Industry Act 1991;
“Arbitration Claimant”	the Trading Party wishing to raise an arbitration under the LCIA Rules;
“Area”	any area specified in an Appointment as the area in respect of which that Appointment is held any area for which an Appointment is held;
"Assess <u>ment</u> ed"	in relation to either Water Services or Sewerage Services at Eligible Premises that are unmetered, an assessment based on estimated Volumes in accordance with the Wholesale Tariff Document and "Assessed" shall be construed accordingly;
“Assessed Sewerage”	Sewerage Services at Eligible Premises that are unmetered and have been assessed based on estimated Volumes in accordance with the Wholesale Tariff Document;
“Assessed Water”	Water Services at Eligible Premises that are unmetered and have been assessed based on estimated Volumes in accordance with the Wholesale Tariff Document;
“Assessed Volumetric Rate”	an estimated Volume per Year used in Wholesale Charge calculations for any Service Component of a water SPID or a sewerage SPID at an Eligible Premises where Assessed Sewerage charges and/or Assessed Water charges are to be applied;
“Authority”	the Water Services Regulation Authority, also known as Ofwat, established by section 1A of the Water Industry Act 1991;
“Authority’s Statutory	the functions given to the Authority by Law;

Definitions	
Term	Definition
Function(s)"	
"Balances"	the Reconciliation Balances, the Unplanned Reconciliation Balances and the Re-stated Reconciliation Balances, as described in Section 9.3.7 of the Business Terms;
"Bank Base Rate"	the percentage bank rate as published by the Bank of England from time to time, but in the event that the bank rate is less than zero per cent, shall be deemed to be zero per cent;
"Block Tariff Table"	means a table of the type defined in Section B.3 of CSD 0207 (Charge Calculation, Allocation and Aggregation);
"Board Director"	a member of a Trading Party's board of directors or, if the Trading Party is not a company, a person of equivalent authority and status in respect of the Trading Party ;
"Breaching Party"	means a Party in breach of an obligation as referred to in Section 7.4 of the Business Terms;
"Building Water"	a supply of water for use in construction activities as set out in the Wholesale Tariff Document;
"Business Day"	the period of 08:00 to 18:00 hours on any day other than a Saturday or Sunday, or Christmas Day, Good Friday or any day which is a bank holiday in England and Wales under the Banking and Financial Dealings Act 1971;
"Business Terms"	the procedures, principles, terms and conditions set out in Schedule 1, Part 2 of the Wholesale Contract;
"Business Terms Objectives"	the meaning given in the Objectives and Principles section of this Schedule 1, Part 1 of the Wholesale Contract;
"Calculated Discharge"	a calculation arrangement used for any Discharge Points where the Volume cannot be derived by deducting allowances from the Metered water supplied as set out in CSD 0206 (Trade Effluent Processes);
"Cancellation"	any cancellation of the Registration of a Supply Point carried out in accordance with Section 4.7 of the Market Terms and CSD 0103 (Registration: Cancellations and Erroneous Transfers);
"Cancellation Request"	an application by an Incoming Retailer or an Outgoing Retailer to cancel a Transfer Registration Application submitted on one of the grounds set out in Section 4.7.1, Section 4.7.2 or Section 4.7.3 of the Market Terms;
"Cancellation Window"	the period of five (5) Business Days from the date of issue of the Confirmation Notice;

Definitions	
Term	Definition
"Cash Security Account"	the account notified from time to time by a Contracting Wholesaler to a Contracting Retailer, as the account into which all or which holds <u>or into which all or</u> a proportion of the Credit Support Amount is to be paid as Eligible Credit Support, as further specified in Section 9.11.4(a) and the Schedule 2A Key Terms of the Business Terms;
"Cash Security Account Agreement"	the agreement governing the operation of the Cash Security Account entered into between the Contracting Wholesaler and the Contracting Retailer as Eligible Credit Support in accordance with Section 9.11.4(a) and the Schedule 2A Key Terms of the Business Terms;
"Central Systems"	the central settlement system and the Supply Point Register;
"Central Systems Generated Read"	the Meter Read with Read Type G generated by the Market Operator in accordance with CSD 0207 (Charge Calculation, Allocation and Aggregation);
"Cessation of Trading Conditions"	<p>in the case of the Contracting Retailer that:</p> <ul style="list-style-type: none"> (i) all Supply Point(s) Registered to the Contracting Retailer in the relevant Area(s) have been Transferred to one (1) or more Retailers in accordance with part D (Market Design) of the Market Terms; (ii) all amounts due and payable by the Contracting Retailer to the Contracting Wholesaler have been paid in full; (iii) all amounts due and payable by the Contracting Retailer to the Market Operator have been paid in full; (iv) it would not be a breach of a Licence condition for the Contracting Retailer to cease trading; and (v) all notices required by the Market Terms have been given. <p>in the case of the Contracting Wholesaler that:</p> <ul style="list-style-type: none"> (vi) an Incoming Wholesaler(s) has been appointed in relation to all of the Contracting Wholesaler's Area; (vii) to the extent that it is not already a Trading Party, the Incoming Wholesaler has satisfied the Trading Conditions; (viii) a Volume Data Update for all Supply Points in the Area has been carried out in accordance with Sections 4.3.7 and 4.3.8 of the Market Terms; (ix) all amounts payable or which may become payable by the Contracting Wholesaler to the Contracting Retailer have been paid in full; (x) all amounts due and payable by the Contracting Wholesaler to the Market Operator have been paid in full; (xi) it would not be a breach of an Appointment for the

Definitions	
Term	Definition
	Contracting Wholesaler to cease trading; and all notices required by the Market Terms have been given;
“Change Proposal”	a proposal with regards to a change to the Wholesale-Retail Code (other than a Charging Change Proposal) which is under consideration pursuant to the Market Arrangements Code or by virtue of any consultation by the Authority pursuant to section 66DB or section 117G of the Water Industry Act 1991 or which has been approved by the Authority following such consultation but which has not yet been issued by the Authority in the form of a revised Wholesale-Retail Code pursuant to section 66DA or section 117F of the Water Industry Act 1991;
“Charge Adjustment”	any payment due under Section 154A of the Water Industry (Financial Assistance) Act 2012-1991 for the provision of any Wholesale Services to any Non-Household Customer or any other payment or discount due under any other scheme or legislation which from time to time applies;
“Charging Change”	a change to a Wholesale Tariff Document to provide for a modified or new charging method or structure where that method or structure is not yet catered for within the Central Systems which shall be raised in accordance with the terms of the Market Arrangements Code (but excluding any change in value of any existing Tariff);
“Charging Change Proposal”	a proposal in respect of a change to the Wholesale-Retail Code required in order to facilitate a Charging Change, made in accordance with Section 6 (Change process in respect of the Wholesale-Retail Code) of the Market Arrangements Code;
“Charging Element”	any individual element of a Service Component;
“Charging Guidance”	any guidance issued by the Minister under section 66ED or 117M of the Water Industry Act 1991;
“Charging Rules”	the rules made by the Authority under section 66E or 117I of the Water Industry Act 1991;
“Claimant”	A Disputing Party that wishes to raise a Trading Dispute or a Non-Trading Dispute;
“Code Subsidiary Documents”	the detailed processes that further describe and facilitate the performance of duties under the Market Terms as set out in Schedule 1 Part 5 of the Wholesale Contract-Retail Code , such duties including processing and data responsibilities;
“Competitive Market”	the market in the provision of Retail Services;

Definitions	
Term	Definition
“Confirmation Notice”	a notice issued by the Market Operator to the Incoming Retailer Accepting or rejecting any Registration Application or Transfer Registration Application (subject to receipt of any valid Cancellation Request);
“Connection Activity”	any activity undertaken by an Accredited Entity relating to water connections as set out Part A (New Connections) of the Operational Terms, and Permanent Disconnections as set out in Part I (Disconnections) of the Operational Terms, including all associated ancillary activities for which accreditation must be obtained under an accreditation scheme established by the Contracting Wholesaler;
“Connection Point”	means, in relation to any Supply Point(s) the point at which the private pipework supplying water for the Supply Point(s) connects to the Network;
“Contract Manager”	the senior manager appointed by each of the Contracting Wholesaler and the Contracting Retailer and any deputy or deputies appointed by each of them and notified to the Market Operator in accordance with Section 4.2.7 of the Market Terms and CSD 0006 (Trading Party Administration and Notification Processes);
“Contracting Retailer”	for the purposes of the Wholesale-Retail Code, the Retailer that is party to a given Wholesale Contract;
“Contracting Wholesaler”	for the purposes of the Wholesale-Retail Code, the Wholesaler that is a party to a given Wholesale Contract;
“Contribution Offer”	the amount offered by the Wholesaler to the Retailer towards the cost of changing the internal pipework at an Eligible Premises in order to make installation of a meter practical;
“Core Data”	for any Eligible Premises the core data specific to the Eligible Premises and which applies to Supply Points at the Eligible Premises;
“Corrective Settlement Run”	any settlement Settlement run Run carried out following agreement by the relevant Contracting Wholesaler and Contracting Retailer that there is a material error in a Settlement Report as set out in Section 4.13.4(d) of the Market Terms;
“Costs”	liabilities, losses, charges, damages, costs and expenses (including legal and other professional costs and out of pocket disbursements properly incurred), and including any tax thereon in each case of whatever nature;
“Credit Rating Agencies”	any of S&P and Moody's and (but only by agreement of the Parties) Fitch;

Definitions	
Term	Definition
"Credit Scoring Agencies"	any of Experian, Dunn & Bradstreet, Equifax or any other scoring agency as agreed between the Parties where such scoring agency can provide a credit score equivalent to that set out in Schedule 2F of the Business Terms;
"Credit Support Amount"	the amount expressed in pounds sterling to be provided by the Contracting Retailer calculated on a monthly basis in accordance with Section 9.11.3 of the Business Terms (representing the Credit Support Requirement less any applicable Unsecured Credit Allowance and any interest accrued on the cash deposited in the Cash Security Account for that Contracting Retailer);
"Credit Support Balance"	the amount, expressed in pounds sterling of additional credit support to be provided by the Contracting Retailer (representing the Credit Support Amount less the aggregate total amount of all Eligible Credit Support and Alternative Eligible Credit Support currently provided to the Contracting Wholesaler);
"Credit Support Notice"	the notice to be provided by the Contracting Wholesaler on a monthly basis to the Contracting Retailer as set out in Section 9.12, and in the form specified in Schedule 4 to the Business Terms;
"Credit Support Requirement"	<p>is the amount, expressed in pounds sterling, calculated on a monthly basis in accordance with the following formula</p> $x = (\gamma / z) \times 50$ <p>where:</p> <ul style="list-style-type: none"> x is the Credit Support Requirement; γ is the amount specified in the P1 Aggregated Settlement Report and issued to the relevant Contracting Wholesaler and Contracting Retailer; and z is the number of days in the Month for which the Provisional Monthly Charge relates;
"Cross Border Meter"	any meter recording the Volume of water from an Undertaker's supply which is not associated with a Water Services Supply Point, and where the metered Volumes are required for the calculation of Primary Charges for Sewerage Services;
"Current Credit Rating"	the latest credit rating issued by any of the Credit Rating Agencies applicable to the relevant Contracting Retailer or the issuer of any Letter of Credit, Guarantee or Surety Bond, (and if applicable the issuer of any Alternative Eligible Credit Support) as appropriate;
"Current Credit Score"	the scoring equivalence that is applied to the latest credit score published by any of Experian, Dunn & Bradstreet or Equifax or, any other scoring agencies as agreed between the Parties, that is applicable to the relevant Contracting Retailer, as set out in

Definitions	
Term	Definition
	Schedule 2F;
“Customer Confidential Information”	confidential information relating to the affairs of a Protected Customer, as further described in Section 16.1.2 of the Business Terms;
“Customer Protection Code of Practice”	The code of practice issued by the Authority entitled Customer Protection final Code of Practice for non-household retailers dated May 2016 as amended or updated or reissued from time to time and as referred to in the standard conditions of the Water Supply Licences and/or Sewerage Licences (known as WSSLs).
“Daily Volume”	the daily volume derived as being supplied in relation to a meter or Supply Point (as the context may require), as calculated by the Market Operator in accordance with CSD 0207 (Charge Calculation, Allocation and Aggregation);
"Data Correction Transaction"	a Data Transaction used to carry out a Data Correction, in accordance with CSD 0105 (Error Rectification and Retrospective Amendments);
“Data Item”	each of the data items listed in CSD 0301 (Data Catalogue);
“Data Owner”	the Market Operator or relevant Wholesaler or Retailer in each case having responsibilities under Section 4.2.4 of the Market Terms and being the party responsible for each Data Item in accordance with CSD 0301 (Data Catalogue) and CSD 0105 (Error Rectification and Retrospective Amendments);
“Data Transaction”	each of the data transactions listed and numbered in CSD 0301 the (Data Catalogue);
“Defaulting Trading Party”	the Contracting Retailer Party satisfying the conditions of Section 10.1 of the Business Terms;
“Delivery Hours”	means 09:00 to 17:00 on a day which is not a Saturday or Sunday or Christmas Day, Good Friday or any day which is a bank holiday in England and Wales under the Banking and Financial Dealings Act 1971;
"Deposit"	the Initial Deposit and thereafter such deposit amount calculated with reference to the most recent P1 Settlement Report provided by the Market Operator;
"Deposit Account"	the relevant account of the Contracting Wholesaler that, where relevant, the Contracting Retailer shall be obliged to credit with funds equal to the Deposit in accordance with the terms of the Deposit Account Agreement;
"Deposit Account	an agreement between the Contracting Wholesaler and the Contracting Retailer in relation to the funding and administration

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Agreement"	of the Deposit Account, such agreement to be in substantially the form set out in Schedule 2A of the Business Terms;
"Deregistration"	the removal of a Supply Point from the Supply Point Register, and "Deregister" and "Deregistered" shall be construed accordingly;
"Derived Daily Volume"	the Volume derived in accordance with Appendix A of CSD 0207 (Charge Calculation, Allocation and Aggregation);
"Designated Date"	in relation to an Interim Duty Supply Point, the date on which the cessation of supply commenced, as described in Section 4.3.9(+) of the Market Terms;
"Direction to Supply"	direction by the Authority under regulation 41(1) and/or 56(1) of the Exit Regulations to assign an Opted In Retailer in an Exit Area where the Non-Household Customer has not chosen an alternative supplier themselves;
"Direction to Supply Allocation Process"	the process set out in Section 4.4.10 of the Market Terms and CSD 0005 (Direction to Supply Allocation Process);
"Direction to Supply Guidance"	the guidance issued by the Authority entitled "Direction to Supply Guidance" as amended, updated and reissued from time to time;
"Disaggregated Settlement Report"	the report produced by the Market Operator setting out the details of the Primary Charges for the Invoice Period, as further described in Section 2.6 of CSD 0201 (Settlement Timetable and Reporting);
"Discharge Point"	in relation to any Eligible Premises, the point at which Trade Effluent Services are provided and (to avoid doubt): a Discharge Point will always relate to a Sewerage Services Supply Point; and a Sewerage Services Supply Point may have more than one Discharge Point related to it;
"Discharge Point Identifier"	the unique identifier allocated to a Discharge Point by the Sewerage Wholesaler and notified to the Market Operator in Data Transaction T121.W (Submit DPID);
"Disconnection"	a Permanent Disconnection or a Temporary Disconnection, and "Disconnected" shall be construed accordingly;

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“Disposal Authorisation”	an authorisation of the type described in paragraph 6 of schedule 2B of the Water Industry Act 1991, i.e. an authorisation to remove matter from the Sewerage System of a Sewerage Undertaker;
“Dispute”	a Trading Dispute, a Non-Trading Dispute, an MA Code Dispute or an MO Dispute as the context requires;
“Dispute Settlement Run”	any settlement run carried out following the resolution of an MO Dispute or a Trading Dispute between the Contracting Wholesaler and the Contracting Retailer and, as the case may be, between any other Trading Parties to the Trading Dispute or MO Dispute;
“Disputes Procedure”	the process for resolving a Trading Dispute, a Non-Trading Dispute, an MA Code Dispute or an MO Dispute as the context requires as set out in Sections 17, 18 and 19 of the Business Terms, Sections 17 and 18 of the Market Arrangements Code and Schedule 9 to the Market Arrangements Code;
“Disputing Party”	a Trading Party that is a party to a Dispute, including an Arbitration Claimant and a Respondent;
“Domestic Allowance”	the annual Volume of Water Services in relation to water meters associated with a Discharge Point that is being used for domestic purposes and is not discharged as Trade Effluent Services;
“Drinking Water Inspectorate”	the person designated as the Chief Inspector of Drinking Water by the Secretary of State under section 86(1A) of the Water Industry Act 1991, together with any person authorised by the holder of that position, and any successor to or assignee of such position and such staff as support those persons;
“Drinking Water Supply Change”	<p>any actual or potential change in wholesomeness of the water supplied in all or any part of an Area, including but not limited to as may be indicated by:</p> <p>any change in water quality, e.g. any change in touch, taste, appearance (including changes in colour or discolouration) or smell of the water;</p> <p>no water;</p> <p>a change in water pressure or levels;</p> <p>a burst water main; or</p> <p>any other circumstances where water supplied may not meet the requirements of the Water Supply (Water Quality) Regulations 2000, SI2000/3184 or equivalent made under section 67 of the Water Industry Act 1991, including but not limited to any reported concern about the quality of drinking water supplied,</p>

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	which circumstances may occur as a result of flooding or other event;
“Drought Order”	an order made under section 73 of the Water Resources Act 1991;
“Effective Date”	shall be the date given at clause 2.1 of a given Wholesale Contract;
“Effective From Date”	the date on and from which the value of any given Data Item takes effect;
“Effective To Date”	the last date on which the value of any given Data Item has effect;
“Eligible Credit Support”	the forms of credit support available to the Contracting Retailer to provide the Credit Support Amount as further specified in Section 9.11.4, and Schedule 2A Key Terms, Schedule 2B Key Terms, Schedule 2C Key Terms and the Schedule 2D Key Terms of the Business Terms;
“Eligibility Guidance”	<p>(i) any guidance issued by the Authority under paragraph 10(1) of schedule 2A or paragraph 4 of schedule 2B of the Water Industry Act 1991 in relation to the factors that are, or are not, to be taken into account in determining the extent of any particular premises; and/or</p> <p>(ii) any regulations made by the Secretary of State or the Welsh Ministers (as appropriate) under section 17C(3) of the Water Industry Act 1991 as to the circumstance or factors which relate to the use of any premises; and/or</p> <p>(iii) together with any further guidance as to the identification or designation of a customer and/or premises which the Secretary of State or the Welsh Ministers (as appropriate), the Authority or the Market Operator may issue from time to time;</p>
“Eligible Exit Area Customer”	the owner or occupier of Eligible Premises in an an - retail Exit Area;
“Eligible Premises”	premises other than Household Premises and which may be identified as eligible premises in light of any Eligibility Guidance;
“Emergency”	in this context refers to a civil emergency as described in section 208(7) of the Water Industry Act 1991 and/or the Civil Contingencies es y Act 2004 or a national security event;
“Entry Change of Use”	any reconfiguration or relevant change in circumstances pertaining to eligibility at any Eligible Premises such that Water Services and/or Sewerage Services are to be provided to a New

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	Supply Point(s) where no such Supply Point(s) is Registered in the Supply Point Register;
“Environment Agency”	the body established by section 1 of the Environment Act 1995 and, as the context requires, any equivalent body with jurisdiction over areas in Wales such as Natural Resources Wales;
“Environmental Information Regulations”	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
“Environmental Permit”	any environmental permit required under the Environmental Permitting (England and Wales) Regulations 2010;
“Erase”	the removal of meters, Discharge Points or Supply Points such that they do not contribute to the calculation of Primary Charges for any Invoice Period;
“Erroneous Transfer”	the situation where a Supply Point has been Transferred in error from a Retailer to another Retailer and excludes, to avoid doubt, the Transfer of a Supply Point from a Retailer to another Retailer and then back to the first Retailer due to the decisions made by a Non-Household Customer and “Erroneously Transferred” shall be construed accordingly;
“Error Rectification”	a correction to a Data Item which does not have an impact on the calculation of Primary Charges, as further described in Section 2.3.2 of CSD 0105 (Error Rectification and Retrospective Amendments);
“Estimated Daily Volume”	the Daily Volume estimated as being supplied in relation to a meter or Supply Point (as the context may require), as calculated by the Market Operator in accordance with CSD 0207 (Charge Calculation, Allocation and Aggregation);
Excess Eligible Credit Support Amount	the value of Eligible Credit Support (and/or Alternative Eligible Credit Support) held by the Contracting Wholesaler which is available to be called upon and is more than is required to be provided by the Contracting Retailer;
“Exit Area”	the area of appointment of an Undertaker that has exited the retail market in accordance with the Exit Regulations ;
“Exit Change of Use”	any reconfiguration or relevant change in circumstances pertaining to eligibility of any Eligible Premises to which a Supply Point relates such that they cease to be Eligible Premises with respect to that Supply Point;
"Exit Date"	has the meaning given in Regulation 8 of the Exit Regulations;

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“Exit Regulations”	any exit regulations made under section 42 of the Water Act 2014 from time to time;
“Expert”	a person with appropriate qualifications and experience to resolve an MO Dispute, appointed in accordance with the Market Arrangements Code;
“Extended Hours”	18:00 to 22:00 hours on a Business Day;
“Factor”	in relation to a Special Agreement, the factor set out in the Special Agreements Register to be applied to the relevant Tariff;
“Final Read”	the Meter Read with Meter Read Type F provided to the Market Operator in accordance with CSD 0202 (Meter Read Submission: Process);
“Final Settlement Report” or “RF”	the final Settlement Report provided by the Market Operator in relation to any Invoice Period save for a Settlement Report carried out following a Dispute or any Post RF Settlement Report;
“Final Settlement Run”	the final Planned Settlement Run performed for each Invoice Period as specified in CSD 0201 (Settlement Timetable and Reporting);
"Fitch"	means Fitch Ratings Ltd and includes any successor to its rating business;
“Fixed Allowance”	the part of the Volume of Water Services of all meters associated with the Discharge Point, which is expressed as an annual Volume in cubic metres, and which is not discharged to the Sewerage System for reasons such as evaporation loss, use in production or in relation to Surface Water Drainage Services;
“Force Majeure Event”	<p>in relation to either Party, any event or circumstances (or combination of events or circumstances) not reasonably foreseeable by such Party which is beyond the reasonable control of the Party and which results in or causes the failure of that Party to perform any of its obligations under the Wholesale-Retail Code, but:</p> <p>a strike, lockout or other industrial action by a Party’s own employees (unless forming part of a United Kingdom wide strike) shall not be a force majeure event; and</p> <p>the act or omission of any agent or contractor of a Party shall not be a force majeure event unless such act or omission is caused by or results from events and/or circumstances which would be a force majeure event within the meaning of this definition if such person were the affected Party;</p>

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"Form"	those forms and notices which are related to the processes set out in the Operational Terms and which are contained in Schedule 1, Part 6 of the Wholesale Contract;
"Foul Sewerage"	foul water which is not Trade Effluent or Surface Water;
"Foul Sewerage Services"	the provision of Wholesale Services relating to Foul Sewerage;
"Gap Site"	any Eligible Premises which is in receipt of Water Services and/or Sewerage Services where no Supply Points or insufficient Supply Points are Registered in relation to such Eligible Premises in the Supply Point Register;
"General Manager"	the general manager appointed by each of the Contracting Wholesaler and the Contracting Retailer, having a level of seniority above a Contract Manager but below a Board Director for the purposes of seeking to resolve a Dispute escalated to them by the Contract Manager;
"GSS Regulations"	regulations made under sections 38, 38ZA, 95 and 95ZA of the Water Industry Act 1991 as may be updated or amended from time to time;
"Go Active Date"	1 October 2016 or: (i) such other date(s); and/or (i) such other name given to the date(s) under any transitional arrangements, as may be determined by the Authority;
"Go Live Date"	1 April 2017 or such other date as may be determined by the Secretary of State;
"Guarantee"	the guarantee procured by the Contracting Retailer and granted by the Guarantor for the benefit of the Contracting Wholesaler as Eligible Credit Support in accordance with Section 9.11 and Schedule 2B Key Terms of the Business Terms;
"Guaranteed Service Standard"	any standard set out in the GSS Regulations as may be updated or amended from time to time;
"Guarantor"	the <u>entity</u> that has the entity -Minimum Credit Rating and issues the Guarantee or the Surety Bond;
"Highway Drainage"	the drainage of surface water from roads and highways;
"Highway Drainage"	the provision of Wholesale Services relating to Highway

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Services”	Drainage;
“Household Customer”	a person who may be identified as the customer for any Household Premises in light of any relevant Eligibility Guidance;
“Household Premises”	premises in any part of which, a person has his home and whose principal use is a home and which may be identified as such in light of any Eligibility Guidance;
“Inaccurate Settlement”	an inaccurate Settlement Report, as further described in Section 5.4 of the Market Terms;
“Incoming Retailer”	a Retailer to whom a Supply Point is proposed to Transfer pursuant to a Transfer Registration Application and a Retailer to whom a Supply Point has been Erroneously Transferred during the period of that Erroneous Transfer only;
“Incoming Wholesaler”	any Undertaker appointed to take over responsibility for all or part of an Area from an Outgoing Wholesaler whether pursuant to: <ul style="list-style-type: none"> (i) the grant of new Appointment (including to a New Appointee); (ii) the extension of its existing Appointment to cover all or part of the Area of the Outgoing Wholesaler; or (iii) following the transfer of an Appointment pursuant to paragraph 4 of Schedule 2 to the Water Industry Act 1991;
"Industry Level Estimate Table"	the table <u>set out within CSD 0207</u> showing <u>E</u> stimated <u>A</u> nnual <u>V</u> olume for each <u>C</u> hargeable <u>M</u> eter <u>S</u> ize, as designated as such by the Market Operator from time to time;
“Information Commissioner”	the individual appointed by HM The Queen, with independent status and reporting directly to Parliament, with a range of responsibilities under the Freedom of Information Act 2000, the Data Protection Act 1998 and related laws;
“Initial Meeting”	the meeting of representatives of each of the Disputing Parties who have authority to resolve a Non-Trading Dispute, including Contract Managers of a disputing Contracting Wholesaler or Contracting Retailer, as further described in Section 17.3.2 of the Business Terms;

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“Initial Performance Rectification Plan”	a document that the Contracting Wholesaler or the Contracting Retailer or any other Trading Party may be required to provide to the Market Operator as part of the Performance Resolution process, detailing the steps that they will take to resolve an identified performance issue and the timescales for the completion of those steps;
“Initial Read”	the Meter Read with Meter Read Type I provided to the Market Operator in accordance with CSD 0202 (Meter Read Submission: Process);
“Initial TD Meeting”	the meeting of representatives of each of the Disputing Parties who have authority to resolve a Trading Dispute, including Contract Managers of a disputing Contracting Wholesaler or Contracting Retailer, as further described in Section 18.2.3 of the Business Terms;
“Insolvency Event”	<p>means that:</p> <ul style="list-style-type: none"> (i) the Contracting Wholesaler or the Contracting Retailer is unable or is declared to be unable to pay its debts or insolvent, whether within the meaning of section 123 of the Insolvency Act 1986, any other applicable law or otherwise and for these purposes, (a) any statutory demand served on the Contracting Retailer or Contracting Wholesaler which refers to a disputed debt shall be disregarded; (b) any step taken against the Contracting Wholesaler or the Contracting Retailer (whether or not it is a step referred to in section 123 of the Insolvency Act 1986) which relates to a debt of less than <u>the amount specified in section 123(1)(a) of the Insolvency Act 1986</u> FXI shall be disregarded; and (c) the words "it is proved to the satisfaction of the court that" in section 123(1)(e) of the Insolvency Act 1986 shall not apply; (ii) the Contracting Wholesaler or the Contracting Retailer admits an inability to pay its debts as they fall due; (iii) the Contracting Wholesaler or the Contracting Retailer suspends, or threatens to suspend, making payments on any of its debts; (iv) the Contracting Wholesaler or the Contracting Retailer commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness; (v) the Contracting Wholesaler or the Contracting Retailer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial and relevant part of its business, where relevant part means any part of its business having an effect on its ability to

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	<p>meet its obligations under the Wholesale-Retail Code;</p> <p>(vi) the value of the assets of the Contracting Wholesaler or the Contracting Retailer are less than its liabilities (taking into account contingent and prospective liabilities);</p> <p>(vii) a moratorium is declared in respect of any indebtedness or other liabilities of the Contracting Wholesaler or the Contracting Retailer whether under Part I of the Insolvency Act 1986 or otherwise;</p> <p>(viii) any corporate action, legal proceedings or other procedure or step is taken by the Contracting Wholesaler or the Contracting Retailer (or any of its directors or officers), any creditor, regulator or supervisor of the Contracting Wholesaler or the Contracting Retailer or any other person in relation to or with a view to:</p> <p>(a) the suspension of payments, a moratorium of any indebtedness or other liabilities, winding-up, dissolution, sequestration, bankruptcy, administration, special administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Contracting Wholesaler or the Contracting Retailer other than a solvent liquidation or reorganisation of any Trading Party;</p> <p>(b) a composition, compromise, assignment or arrangement with any creditor of the Contracting Wholesaler or the Contracting Retailer;</p> <p>(c) the appointment of a liquidator (other than in respect of a solvent liquidation of the Contracting Wholesaler or the Contracting Retailer), receiver, administrative receiver, administrator or special administrator (in each case whether appointed out of court or otherwise), compulsory manager, trustee in bankruptcy, or sequestrator, conservator, judicial custodian or factor, or other similar officer in respect of the Contracting Wholesaler or the Contracting Retailer or any of its assets; or</p> <p>(d) enforcement of any security over any assets of any member of the Contracting Wholesaler or the Contracting Retailer, or any analogous procedure or step is taken in any jurisdiction; or</p> <p>(i) creditor or encumbrancer of the Contracting Wholesaler or the Contracting Retailer attaches or takes possession of, or a distress, execution, expropriation, sequestration or other such process is</p>

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	levied or enforced on or sued against, the whole or any relevant part of the Contracting Wholesaler's or the Contracting Retailer's assets where relevant part means any part of its business having an effect on its ability to meet its obligations under the Wholesale-Retail Code;
"Interface CSDs"	means (as the context may require): (i) CSD 0400 (Common interface technical specifications); (ii) CSD 0401 (Transactional interface for Trading Parties having a high volume of Data Transactions); (iii) CSD 0402 (Transactional interface for Trading Parties having a low volume of Data Transactions); (iv) CSD 0403 (Interface for the provision of Reports from the Market Operator to Trading Parties); (v) CSD 0404 (Interface for the provision of non-transactional Data Items from Trading Parties); (vi) CSD 0405 (Data Query Interface); and/or (vii) CSD 0406 (Service Management Interface);
"Interim Duty Supply Point"	a supply point which is to be Registered to an alternative Retailer as a result of the Interim Supplier Allocation Process or a relevant direction by the Authority, as appropriate, and as further described in Section 4.3.9 of the Market Terms;
"Interim Supplier"	a Retailer appointed under the Interim Supplier Allocation Process in respect of Interim Duty Supply Points;
"Interim Supplier Allocation Process"	the process by which the Market Operator shall allocate Interim Duty Supply Points Registered to a Retailer to Opted In Retailers in accordance with Section 4.3.9 of the Market Terms;
"Interim Supply Code"	the code of that name issued by the Authority under sections 63AF or 110O of the Water Industry Act 1991, including any revisions to that code issued by the Authority from time to time;
"Invoice Period"	a Month or part of the Month to which each Settlement Report calculated by the Market Operator relates, and which is the basis for invoicing the Primary Charges and for calculating of the Credit Support Amount;
"Key Terms"	the key terms which apply respectively to each of:

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	<p>(i) Eligible Credit Support as set out in Schedules 2A-D;</p> <p>(ii) the Unsecured Credit Allowance as set out in Schedule 2E Key Terms; and</p> <p>(iii) Alternative Eligible Credit Support as set out in Schedule 3 Key Terms;</p>
“Law”	<p>(i) any and all applicable laws, statutes, orders, rules, regulations, directives, edicts, bye-laws, schemes, warrants, other instruments made under any statute, any exercises of the royal prerogative and mandatory guidelines which have legal effect, whether local, national, international or otherwise existing from time to time, together with any other similar instrument or provision having legal effect or any binding decisions or judgments of a court or regulatory body (except to the extent that the Wholesaler or Retailer is unable to comply with such judgment during the process of any relevant appeal) in the relevant circumstances; and</p> <p>(ii) rules, codes and regulations of any competent regulatory authority or other similar instrument or provision (as may be amended, supplemented or replaced from time to time);</p>
“LCIA Rules”	the rules of The London Court of International Arbitration;
"Letter of Credit"	the Letter of Credit to be procured by the Contracting Retailer for the benefit of the Contracting Wholesaler as Eligible Credit Support in accordance with Section 9.11 and the Schedule 2C Key Terms of the Business Terms;
“Licence”	a Water Supply Licence or a Sewerage Licence;
“Licence Compliance Functions”	the functions of the Authority under section 18 of the Water Industry Act 1991;
“Licensee”	the holder of a Licence;
“List of Eligible Retailers by Area”	the list to be maintained by the Market Operator pursuant to Section 4.2.10 of the Market Terms;
“List of Opted In Retailers by Area”	<p>the lists to be maintained by the Market Operator in relation to:</p> <p>(i) Interim Suppliers eligible to be allocated Interim Duty Supply Points; and</p> <p>(ii) those Retailers that are opted in to be allocated Supply Points under the Direction to Supply Allocation Process;</p>
“Local Authority Environmental Health	the body responsible for carrying out measures for protecting public health, including administering and enforcing legislation

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Department”	related to environmental health and providing support to minimise health and safety hazards, within that local authority's designated area of operation;
“MA Code Dispute”	any dispute between or among: (i) any two or more Trading Parties; or (ii) the Market Operator and any one or more Trading Party, in respect of any act or omission of a Trading Party arising under, out of or in connection with the Market Arrangements Code;
“Main Meter”	the primary meter in relation to a Meter Network, there being only one such primary meter for each Meter Network;
“Main SPID”	the SPID to which the primary meter is associated in the case of a Meter Network;
“Market Arrangements Code”	the code of that name designated by the Authority from time to time pursuant to Condition R3 of the Instrument of Appointment and/or the Standard Conditions of Water Supply and Sewerage Licences ;
“Market Audit Reports”	reports prepared by the Market Auditor and made available to Trading Parties and the Panel following any audit carried out under Section 4.18 of the Market Terms;
“Market Auditor”	the person or persons appointed to audit the operation of the market in terms of Section 4.18.1 of the Market Terms;
“Market Dataset”	an extract of information from the Supply Point Register that is in accordance with the rules defined in CSD 0302 (Standing Reports and Data Extracts);
“Market Entry Assurance”	the processes administered by the Market Operator that an Applicant must complete in order to trade under the Market Terms and in certain other circumstances in accordance with CSD 0001 (Market Entry Assurance and Market Re-assurance);
“Market Incident Management Plan Committee”	the committee established by the Panel pursuant to Section 5.2.1(o) of the Market Arrangements Code;
“Market Incident Management Plan”	a clearly defined and documented plan of action for use at the time of an incident which affects, or has the potential to affect, the overall market functioning and covers the key personnel, resources, services and actions needed to implement the incident management process;
“Market Operator”	the company established to exercise certain central market

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	functions in relation to the participation of Trading Parties in the Competitive Market and appointed for this purpose pursuant to section 3.2 of the Market Arrangements Code ;
“Market Operator Board”	the board of Directors of the Market Operator appointed in accordance with Section 4.4 of the Market Arrangements Code;
“Market Operator Budget”	the annual budget for the Market Operator prepared in terms of Section 10 (Cost recovery for the Market Operator’s costs) of the Market Arrangements Code;
“Market Operator Systems”	the Central Systems together with any other related systems including, but not limited to, test, development, training or other systems that the Market Operator may make available to Trading Parties from time to time;
“Market Performance Committee”	the committee established by the Panel pursuant to Section 5.2.1(m) of the Market Arrangements Code;
“Market Performance Framework”	means the assurance processes and methods set out in CSD 0002 (Market Performance Framework) to promote compliance with the Market Terms and Operational Terms and enable appropriate action to resolve identified performance issues;
“Market Performance Operating Plan”	the plan developed by the Market Operator each Year with input from the Panel and the Market Performance Committee, and in consultation with the Trading Parties that sets the market performance-related focus, priorities and activities of the Market Operator, the Panel and the Market Performance Committee for the following Year;
“Market Performance Standard Charges”	the financial charges that a Trading Party must pay to the Market Operator in the event of a failure to meet one or more of the Market Performance Standards as calculated by the Market Operator in accordance with CSD 0002 (Market Performance Framework) and invoiced by the Market Operator on an Undertaker Wholesale Business or a Retailer Business in accordance with Section 10.4.2 and 10.4.3 of the Market Arrangements Code;
“Market Performance Standards”	the performance standards set out in Table 1 of CSD 0002 (Market Performance Framework) which are used for the purposes of monitoring Trading Party performance and calculating Market Performance Standard Charges;
“Market Performance Standards Peer Comparison Report”	the monthly reports produced by the Market Operator pursuant to CSD 0002 (Market Performance Framework) which are based on the Market Performance Standards;
“Market Re-assurance”	the processes that a Trading Party may be required to complete in certain circumstances in order to assure that its continued

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	operation is in accordance with the requirements of the Market Terms and CSDs in accordance with CSD 0001 (Market Entry Assurance and Market Re-assurance);
“Market Terms”	the procedures, principles, terms and conditions set out in Schedule 1, Part 4 of the Wholesale Contract and, where the context requires, any or all of the Code Subsidiary Documents;
“Market Terms Objectives”	the meaning given in the Objectives and Principles section of this Schedule 1, Part 1 of the Wholesale Contract;
“Materiality Threshold”	the threshold used to determine whether an Unplanned Settlement Run may be carried out, as further described in Section 4.13.4(c) of the Market Terms;
“Meter Data”	data which is applicable to each meter;
“Meter Network”	any arrangement whereby two or more Supply Points or a Supply Point and a Non-Market Meter are interdependent, in that, to derive Volume supplied in relation to one or more of the Supply Points or Supply Point and Non-Market Meter, the Market Operator will require a Meter Read from both a Main Meter and any Sub Meter(s). For the avoidance of doubt, the definition of a Meter Network does not include a single Supply Point served by multiple meters that have no Main Meter or Sub Meter relationship;
“Meter Read”	the reading of any meter for any purpose required under the Wholesale-Retail Code and, as the context requires, includes the data collected by such reading as submitted to the Market Operator in accordance with the processes set out in the CSDs, including estimated readings where permitted in accordance with CSD 0202 (Meter Read Submission: Process);
“Meter Read Method”	the method used to obtain the Meter Read value that is being submitted in accordance with CSD 0202 (Meter Read Submission: Process);
“Meter Read Type”	the Data Item denoting the type of a Meter Read as specified in CSD 0202 (Meter Read Submission: Process);
“Meter Rollover”	the circumstances when the value on the meter register returns from a sequence of “9”s to a sequence of “0”s (such as “9999” to “0000”) because there are only a finite number of digits displayed;
“Meter Standards”	means: (i) BS EN ISO 4064-1:2014 water meters for cold potable water and hot water – metrological and technical requirements;

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	<p>(ii) BS EN ISO 4064-2:2014 water meters for cold potable water and hot water – test methods;</p> <p>(iii) BS EN ISO 4064-3:2014 water meters for cold potable water and hot water – test report format;</p> <p>(iv) BS EN ISO 4064-4:2014 water meters for cold potable water and hot water – non-metrological requirements not covered in ISO 4064-1;</p> <p>(v) BS EN ISO 4064-5:2014 water meters for cold potable water and hot water – installation requirements; and/or</p> <p>(vi) BS EN 14154-4:2014 water meters – additional functionalities,</p> <p>as such standards are amended from time to time and any standards that replace any of the same from time to time;</p>
“Meter Treatment”	the Data Item denoting the meter treatment of a meter;
“Meter Volume Estimate”	The estimated Volume supplied in relation to a meter in accordance with CSD 0207 (Charge Calculation, Allocation and Aggregation);
“Metered”	any Water Services or Sewerage Services for which Usage is calculated from a metered source or a series of related metered sources;
“Metering Activity”	any activity undertaken by an Accredited Entity relating to revenue meters, as set out in part B (Metering) of the Operational Terms, and Temporary Disconnection and reconnection following Temporary Disconnection as set out in part I (Disconnections) of the Operational Terms, including all associated ancillary activities for which accreditation must be obtained under an accreditation scheme established by the Contracting Wholesaler;
“Minimum Credit Rating”	a minimum credit rating, applicable to an entity which holds such a rating for its long-term unsecured and non-credit-enhanced debt obligations of {BBB-} or higher from S&P or Fitch or {Baa3} or higher by Moody's;
“MO Dispute”	the meaning given in Section 5.3 of the Market Terms;
“Month”	save where the context otherwise requires, shall mean a calendar month;
“Month X”	a specified (or part of a Month) Month as set out in Section 9 of the Business Terms, as the context so requires;
“Monthly Read Meter”	any meter which carries:

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	(i) an 80mm Tariff or above (including all appropriate Sub Meters); or (ii) supplies subject to agreements under section 142(2)(b) of the Water Industry Act 1991; or (iii) supplies to a Supply Point taking more than 100,000m ³ per annum;
“Moody's”	means Moody's Investors Service Limited and includes any successor to its rating business;
“Network”	either or both of the Water Supply System and/or the Sewerage System of an Undertaker as the context requires and all associated meters;
“New”	the status of a Supply Point after a New Supply Point has been requested by the Wholesaler and the Market Operator has provided a SPID, but before the Retailer has submitted the Partial Registration Application;
“New Appointee”	a company that replaces an Undertaker for a specific geographic area by virtue of a variation of appointment under section 7 of the Water Industry Act 1991;
“New Supply Point”	a Supply Point that requires to be created in relation to the circumstances set out in Section 4.4.2 of the Market Terms;
“Non-Household Customer”	a person who may be identified as the customer of the Contracting Retailer for any Eligible Premises in light of any relevant Eligibility Guidance;
“Non-Market Meter”	a water meter, which is not Registered to a Supply Point, which is owned by an Undertaker, and which is a deductive meter on a Meter Network;
“Non-Performing Party”	a Party that is unable to perform its obligations as a result of a Force Majeure Event;
“Non-Potable Water”	water which is not Potable Water;
“Non-Potable Water Meter”	a meter recording Non-Potable Water supplied to an Eligible Premises from the Water Supply System, and associated with a Metered Non-Potable Water Service Component;
“Non-Potable Water Services”	the provision of Wholesale Services relating to Non-Potable Water;

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“Non-Primary Charge”	any Wholesale Charges which are not Primary Charges and to avoid doubt this includes all charges that relate to the provision of one off or discrete services performed pursuant to the Operational Terms or as otherwise set out in the Wholesale Tariff Document in relation to specific circumstances or events;
“Non-Public Health Related Site Specific Arrangement”	a plan or arrangement relating to the provision of services to a particular site or Eligible Premises, which is not a Public Health Related Site Specific Arrangement put in place by the Wholesaler in order to help meet its statutory or other regulatory obligations in the event of a drinking water quality incident, flooding or other event which poses a threat to public health such as environmental pollution;
“Non-Trading Dispute”	any dispute, other than a Trading Dispute or an MO Dispute, between or among any two or more Trading Parties of any nature arising under, out of or in connection with a Wholesale Contract or any of the Wholesale-Retail Code;
“Null Tariff”	means a Tariff which has no Charging Elements;
“Objectives”	the Business Terms Objectives, the Operational Terms Objectives and the Market Terms Objectives;
“Occupied Premises”	any Eligible Premises which is in the act, condition or fact of being occupied in accordance with CSD 0104 (Maintain SPID Data);
“Operational Terms”	the procedures, principles, terms and conditions set out in Schedule 1, Part 3 of the Wholesale Contract and, where the context requires, any or all of the Forms;
“Operational Terms Objectives”	the meaning given in the Objectives and Principles section of this Schedule 1, Part 1 of the Wholesale Contract;
“Operational Performance Standards”	the performance standards set out in Table 2 of CSD 0002 (Market Performance Framework) which are used for the purposes of monitoring Trading Party performance;
“Opted In Retailer	<p>(i) for the purposes of being eligible in relation to the allocation of Supply Points pursuant to the Interim Supply Code, a Retailer who has opted in pursuant to Section 4.3.9 of the Market Terms;</p> <p>(ii) for the purposes of being eligible for the allocation of Gap Sites, a Retailer who has opted in pursuant to Section 4.4.10 of the Market Terms; and</p> <p>(iii) for the purposes of being eligible for the allocation of Directions to Supply, a Retailer who has or is required to opt in pursuant to Section 4.4.10 of the</p>

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	Market Terms, the Direction to Supply Guidance and the Exit Regulations;
“Other Public Health Risk”	<p>any actual or potential risk to public health, including but not limited to:</p> <ul style="list-style-type: none"> (i) water being present in gas pipes; (ii) any unconsented discharge of Trade Effluent (including any discharge which breaches the terms of a Trade Effluent Consent); (iii) any potentially harmful or dangerous discharge of materials into or near bodies or water; (iv) any other pollution of water not permitted by an Environmental Permit; or (v) any circumstance or activity which could reasonably be expected to create a health and safety hazard or pose a risk to the Network, <p>which is not a Drinking Water Supply Change or Sewer Flooding;</p>
“Other Retailer”	for any Eligible Premises which has a set of Paired Supply Points or SPIDs (as the case may be) each having a different Retailer, then it is the Retailer (and Incoming Retailer if relevant) for the other Service Category;
“Other Wholesaler”	for any Eligible Premises which has a set of Paired Supply Points or SPIDs (as the case may be) each having a different Wholesaler, then it is the Wholesaler for the other Service Category;
“Outgoing Retailer”	<ul style="list-style-type: none"> (i) a Retailer Registered in relation to a Supply Point immediately prior to the proposed Registration of that Supply Point to a new Retailer taking effect; and (ii) the former Outgoing Retailer in relation to any Supply Point Registered to an Incoming Retailer erroneously;
“Outgoing Wholesaler”	the Contracting Wholesaler which ceases to hold an Appointment in relation to all or part of its Area, as further described in Section 4.3.7(c) of the Market Terms;
“Outstanding Debt”	<ul style="list-style-type: none"> (i) any debt properly due by a Non-Household Customer of the Contracting Retailer in respect of a Supply Point where the debt: <ul style="list-style-type: none"> (a) has not been paid within 90 days of the date the invoice was transmitted or within 90 days of the due date, whichever is the latter;

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	<p>(b) has been demanded in writing by the Contracting Retailer after the original due date setting a new due date for payment not less than five (5) Business Days after receipt of the written demand;</p> <p>(c) has not been paid in full by the new due date; and</p> <p>(d) the Contracting Retailer has not received a formal dispute from the Non-Household Customer; or</p> <p>(ii) any sum not paid by a Non-Household Customer of the Contracting Retailer following allocation of Supply Point(s) to that Retailer pursuant to Section 4.3.6 of the Market Terms where the sum:</p> <p>(a) has been demanded in writing by the Contracting Retailer setting a date for payment on at least two separate occasions in each case allowing not less than five (5) Business Days after receipt of the written demand for payment; and</p> <p>(b) has not been paid in full by the last due date so notified;</p>
“Outstanding Service Request”	for any Eligible Premises the situation where the exiting or transferring Retailer and/or Wholesaler is part of the way through an ongoing operational process under the Operational Terms;
“Paired SPIDs”	any two SPIDs or Supply Points Registered in respect of the same Eligible Premises for different Service Categories, which are paired as described in Section 1.4 of CSD 0101 (Registration: New Supply Points);
“Panel”	the panel established from time to time under the Market Arrangements Code;
“Panel Chairman”	the person appointed in accordance with Section 5.3.2 of the Market Arrangements Code;
“Panel Request”	the application, made in writing, by any of the Disputing Parties to the Panel Chairman, for the nomination of a sole arbitrator, as further described in Section 19.2.3 of the Business Terms;
“Parent Undertaking”	the meaning given in section 1162 of the Companies Act 2006 as amended (and “parent” shall be construed accordingly);
“Part”	that one of the six (6) numbered parts of this Wholesale Retail Code Schedule 1 to the Wholesale Contract which are listed in the contents pages of the Wholesale Contract Retail Code ;

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“Partial”	the status of a Supply Point after the Retailer submits the Partial Registration Application, but before the Market Operator determines that the Supply Point is Tradable;
“Partial Registration Application”	an application in the form prescribed by the Market Operator from time to time to Register a New Supply Point;
“Party”	the Contracting Retailer or the Contracting Wholesaler that is a party to a given Wholesale Contract;
“Percentage Allowance”	the part of the Volume of Water Services of all meters associated with the Discharge Point, which is expressed as a percentage, and which is not discharged to the Sewerage Wholesaler’s sewer for reasons such as evaporation loss or use in production;
“Performance Rectification Plan”	a plan determined by the Market Performance Committee or Panel setting out the remedial steps that a Trading Party must take in order to address a performance issue escalated to the Market Performance Committee or Panel in accordance with CSD 0002 (Market Performance Framework);
“Performance Resolution”	a process within the Market Performance Framework under which a Trading Party with identified performance issues is required to take appropriate remedial action to address the identified performance issues;
“Permanent Disconnection”	any physical disconnection of Water Services and/or Sewerage Services where a connection to the Network is removed or otherwise made unworkable such that the supply of Water Services and/or Sewerage Services at that point could only resume if a new connection was made and “Permanently Disconnected” shall be construed accordingly;
“Planned Settlement Report”	a Settlement Report issued by the Market Operator following any Planned Settlement Run;
“Planned Settlement Run”	the provisional run, the first, second and third run, any fourth run if applicable, and the Final Settlement Run performed for each Invoice Period as specified in CSD 0201 (Settlement Timetable and Reporting);
“Post-Payment”	the meaning given to it in Section 9.2.1 and 9.2.3 of the Business Terms;
“Post RF Settlement Run”	any settlement run carried out pursuant to Section 4.14 of the Market Terms;
“Post RF Settlement Report”	any report provided by the Market Operator pursuant to Section 4.14 of the Market Terms;

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“Potable Water”	water which is wholesome in terms of any regulations made under section 67 of the Water Industry Act 1991 or any replacement provision made from time to time;
“Potable Water Meter”	a meter recording Potable Water supplied to an Eligible Premises from the Water Supply System, and associated with a Metered Potable Water Service Component;
“Potable Water Services”	the provision of Wholesale Services relating to Potable Water;
“Pre-Loaded Read”	the Meter Read with Meter Read Type P that relates to a date prior to the Go Active Date- XX provided for the purposes of the initial upload of Meter Data. In respect of each meter, the Meter Read with the earliest read date (and only the Meter Read with the earliest read date) shall be designated as the historic read for that meter;
“Pre-Payment”	has the meaning given to it in Section 9.2.1 and 9.2.2 of the Business Terms;
“Primary Charge(s)”	<p>all those charges in the Wholesale Tariff Document that relate to the supply of Water Services and the supply of Sewerage Services both on an enduring or temporary basis, and including:</p> <p>(i) fixed and volumetric charges and allowances;</p> <p>(ii) any other charges set out in the Wholesale Tariff Document in relation to specific circumstances or events,</p> <p>but excluding,</p> <p>(i) all charges that relate to the provision of one off or discrete services performed pursuant to the Operational Terms,</p> <p>(ii) together with all such charges calculated in relation to a Special Agreement by reference to the relevant Factor(s) and Tariff(s) as set out by each Contracting Wholesaler as part of their Wholesale Tariff Document in the Special Agreements Register;</p>
“Principles”	the meaning given in the Objectives and Principles section of this Part 1 of the Wholesale Retail Code Schedule 1 to the Wholesale Contract ;
“Private Trade Effluent Meter”	a meter, which is not owned by an Undertaker, recording the Volume Discharged to the Sewerage System in relation to a Trade Effluent Consent;
“Private Meter”	any meter whose Meter Treatment is Private Water Meter or

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	Private Trade Effluent Meter;
“Private Water Meter”	any water meter, for sewerage calculation purposes, which may or may not be owned by an Undertaker and which: <ul style="list-style-type: none"> (i) records the Volume of water from a private water supply; or (ii) is used as a deductive meter; or (iii) measures volumes for the purposes of Trade Effluent calculations;
“Protected Customer”	in relation to Customer Confidential Information, a Non-Household Customer, as further described in Section 16.1.2 of the Business Terms;
“Protected Party”	in relation to Protected Party Confidential Information, the other Party, as further described in Section 16.1.1 of the Business Terms;
“Protected Party Confidential Information”	information relating to the affairs of a Protected Party, as further described in Section 16.1.1 of the Business Terms;
“Providing Party”	in relation to meter Usage data, the Party which, having such data, gives access to it to the Requesting Party, as described in Section 4.7.1 of the Business Terms;
“Provisional Monthly Charge”	for each Month during the Supply Period, the amount payable by the Contracting Retailer, as further described in Section 9.2.3 of the Business Terms;
“Public Health Related Site Specific Arrangement”	an emergency plan which relates to the provision of services to a particular site or Eligible Premises;
“R1 Monthly Charge”	in relation to Primary Charges, for each Month during the Supply Period, the amount payable by the Contracting Retailer, as further described in Section 9.2.4.3 of the Business Terms;
“R1 Re-calculated Monthly Charge”	in relation to Primary Charges, for each Month during the Supply Period, the re-calculated amount based on the first Planned Settlement Report, as further described in Section 9.3.1 of the Business Terms;
“Rateable Value”	<u>the rateable value of Eligible Premises served by a particular Supply Point which may be set at an historic or equivalent value</u> the rateable value of any particular Supply Point which may be set at an historic or equivalent value;
“Re-calculated Monthly Charge”	in relation to Primary Charges, for each Month during the Supply Period, the re-calculated amount based on relevant

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	further Planned Settlement Reports, as further described in Sections 9.3.2 and 9.3.3 of the Business Terms;
“Receiving Party”	the party which comes into ownership, possession or control of Protected Party Confidential Information, as further described in Section 16.1.1 of the Business Terms;
“Reconciliation Balance”	the meaning in Sections 9.3.1, 9.3.2, 9.3.3 and 9.3.4, as appropriate of the Business Terms;
“Reconnection Read”	the Meter Read with Meter Read Type Y provided to the Market Operator in accordance with CSD 0202 (Meter Read Submission: Process);
“Registration”	the registration of information relating to Eligible Premises, Service Categories, Service Components and meters for each Supply Point in the Supply Point Register and the linkage between a Supply Point and a Retailer and a Wholesaler and all relevant meters at any point in time in the Supply Point Register, and “Register”, “Registering” and “Registered” shall be construed accordingly;
“Registration Application”	an application in the form prescribed by the Market Operator from time to time to Register a Supply Point;
“Registration Application Date”	the date of receipt by the Market Operator of a Registration Application or a Transfer Registration Application;
“Registration Confirmation Date”	the date on which the Market Operator issues a Confirmation Notice;
“Registration End Date”	the day preceding the Registration Start Date of an Incoming Retailer;
“Registration Start Date”	the date on which the Incoming Retailer becomes Registered for any Supply Point;
“Regular Cyclic Read”	the Meter Read with Meter Read Type C provided to the Market Operator in accordance with CSD 0202 (Meter Read Submission: Process);
“Rejected”	the status of a Supply Point after the Retailer rejects the request from the Market Operator to submit a Partial Registration Application;
“Related Dispute”	a Dispute which has been referred to arbitration and which, in the reasonable opinion of the arbitration tribunal or a Disputing Party should be consolidated with one or more other Disputes because all of such Disputes present significant issues of law or fact in common or relate to the same, or a substantially similar, Trading

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	Dispute or Non-Trading Dispute;
“Relevant Authority”	any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or any part of the United Kingdom, or of the European Union, and includes the Authority, <u>when exercising competent jurisdiction under law</u> ;
“Reports”	all reports (including Settlement Reports) that are required to be provided by the Market Operator pursuant to the Market Terms including CSD 0201 (Settlement Timetable and Reporting) and CSD 0302 (Standing Reports and Data Extracts);
“Requesting Party”	in relation to meter Usage data, the Party which is given access to such data by the Providing Party, as described in Section 4.7.1 of the Business Terms;
“Re-Read”	a Meter Read of any Meter Read Type which confirms that a rejected Meter Read was valid, and which contains all the same Data Item values as the rejected Meter Read;
“Respondent”	a party to an arbitration that is not the Arbitration Claimant;
“Response”	a response filed pursuant to Article 2 of the LCIA Rules and referred to in section 19.2.2 of the Business Terms;
“Re-stated Reconciliation Balance”	the meaning in Section 9.3.6 of the Business Terms;
“Restricted Retail Authorisation”	an authorisation described in paragraph 6 of schedule 2A of the Water Industry Act 1991 i.e. an authorisation to use the supply system of an Undertaker that is wholly or mainly in Wales for the purpose of enabling the Licensee to supply Retail Services to Eligible Premises that use 50 megalitres or more of water a year;
“Retail Authorisation”	an authorisation described in paragraph 3 of schedule 2A or paragraph 1 of schedule 2B of the Water Industry Act 1991, i.e. an authorisation to use the supply system of an Undertaker that is wholly or mainly in England for the purpose of enabling the Licensee to supply Retail Services to Eligible Premises;
“Retail Exit Code”	the code of that name issued by the Authority under regulation 30 of the Water and Sewerage Undertakers (Exit from Non-Household Retail Market) Regulations 2016, including any revisions to that code issued by the Authority from time to time.
“Retail Services”	Water Retail Services and/or Sewerage Retail Services as the context requires;
“Retailer”	a Water Retailer and/or Sewerage Retailer as the context

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	requires;
“Retailer Credited Market Performance Standard Charges”	those Performance Standard Charges identified as being “Retailer Credited” in Table 1 of CSD 0002 (Market Performance Framework);
“Retailer Equipment”	any equipment attached to the Network by the Contracting Retailer or its customers, agents etc. including, for example, data logging equipment;
“Retrospective Amendment”	a correction to a Data Item which does not have an impact on the calculation of Primary Charges, as further described in Section 2.3.6 of CSD 0105 (Error Rectification and Retrospective Amendments);
“Return to Sewer”	the applicable adjustment to Metered Volumes to derive the Volume of Sewerage Services supplied, as such adjustment is further described, defined and set in the Wholesale Tariff Document;
“RF Settlement Run”	the final Settlement Run performed by the Market Operator in relation to any Invoice Period;
“S&P”	means Standard and Poor's Ratings Group, a division of McGraw Hill, and includes any successor to its rating business;
“Schedule 2A Key Terms”	the terms and conditions which must be included in a form of credit support in order for it to qualify as Eligible Credit Support in accordance with Schedule 2A and Section 9.11.4(a) of the Business Terms;
“Schedule 2B Key	the terms and conditions which must be included in a form of credit support in order for it to qualify as Eligible Credit Support in accordance with Schedule 2B and Section 9.11.4(b) of the Business Terms;
“Schedule 2C Key Terms”	the terms and conditions which must be included in a form of credit support in order for it to qualify as Eligible Credit Support in accordance with Schedule 2C and Section 9.11.4 (c) of the Business Terms;
“Schedule 2D Key Terms”	the terms and conditions which must be included in a form of credit support in order for it to qualify as Eligible Credit Support in accordance with Schedule 2D and Section 9.11.4(d) of the Business Terms;
“Schedule 2E Key Terms”	the terms and conditions upon which the Contracting Wholesaler is required to make an Unsecured Credit Allowance available to a Contracting Retailer in accordance with Schedule 2E;

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“Schedule 3 Key Terms”	the terms and conditions which must be included in a form of credit support in order for it to qualify as Alternative Eligible Credit Support in accordance with Schedule 3 and Section 9.11.5 of the Business Terms;
“Security and Emergency Measures Direction”	the Security and eEmergency Measures (Water and Sewerage Undertakers) Direction 1998 (“SEMD”), the Security and Emergency Measures (Water Undertakers) Direction 2006 and other advice and guidance issued under the provisions of section 208 of the Water Industry Act 1991;
“Self-Supply Retailer”	a Licensee whose Retail Authorisation relates only to the Licensee and/or persons associated with the Licensee;
“Self-Supply Retailer Departure Date”	the date on which the Contracting Retailer will no longer be permitted by its Licence to provide Water Services and/or Sewerage Services, as described in Section 4.8.4 of the Market Terms;
“Sensitive Customers”	any Non-Household Customer who is vulnerable for the purposes of the Security and Emergency Measures Direction, i.e. any Non-Household Customer for Eligible Premises occupied by: <ul style="list-style-type: none"> (i) the sick; (ii) the elderly; (iii) the disabled; or (iv) other vulnerable sections of the population; and/or which is <ul style="list-style-type: none"> (v) a hospital; or (vi) a school;
“Service Category”	either Water Services or Sewerage Services as appropriate;
“Service Component”	means, <ul style="list-style-type: none"> for Water Services: Metered Potable Water, Metered Non-Potable Water, Assessed Water, Unmeasured Water and Charge Adjustments; and for Sewerage Services: Metered Foul Sewerage, Assessed Sewerage, Unmeasured Sewerage, Surface Water Drainage Services, Highway Drainage Services, Trade Effluent Services and Charge Adjustments;
“Service Component Data”	for any Supply Point the data applicable to each of the Service Components at the Supply Point to be provided by each Data Owner as specified in the Data Catalogue;
“Service Provider”	the Contracting Wholesaler, the Contracting Retailer, any Other

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	Wholesaler and/or any Other Retailer;
“Settlement Process”	the process of calculation of the Primary Charges in respect of each Supply Point;
“Settlement Reports”	the reports to be provided by the Market Operator to the Contracting Wholesaler and the Contracting Retailer in relation to any Planned Settlement Run or any Unplanned Settlement Run;
“Settlement Run”	any Planned Settlement Run or Unplanned Settlement Run as the context requires;
“Sewer Flooding”	means any actual or potential flooding from sewers, including but not limited to blocked sewers and “Sewer Flood” shall be construed accordingly;
“Sewerage Licence”	a licence granted under section 17BA of the Water Industry Act 1991 giving only a Retail Authorisation or a Retail Authorisation and a Wholesale Authorisation, or a Retail Authorisation, Wholesale Authorisation and a Disposal Authorisation;
“Sewerage Meter”	a meter recording the Volume of Sewerage Services supplied;
“Sewerage Retail Services”	those services provided by a Licensee under, or incidental to, the Retail Authorisation contained in its Sewerage Licence;
“Sewerage Retailer”	the holder of a Sewerage Licence;
“Sewerage Services”	any or all of those services provided by the Contracting Wholesaler in connection with its duties under sections 117A and 117B of the Water Industry Act 1991;
“Sewerage Services Supply Point”	a Supply Point that receives Sewerage Services;
“Sewerage System”	<p>the system of a Sewerage Undertaker comprising:</p> <p>(i) the system of public sewers, the facilities for emptying public sewers and the sewage disposal works and other facilities for dealing effectually with the contents of public sewers that the Sewerage Undertaker is required to provide by section 94 of the Water Industry Act 1991;</p> <p><u>(ii) the lateral drains that the Sewerage Undertaker is required to maintain by section 94 of the Water Industry Act 1991; and</u></p> <p><u>(iii) any sewers or drains of the Sewerage Undertaker which are used for the purposes of serving Eligible Premises outside the Sewerage Undertaker’s Area pursuant to section 117A(5) of the Water Industry Act</u></p>

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	1991 ;
	(iii) any sewers or drains of the Sewerage Undertaker which are used for the purposes of serving Eligible Premises outside the Sewerage Undertaker's Area pursuant to section 117A(5) of the Water Industry Act 1991;
"Sewerage Undertaker"	a company appointed to be the sewerage Undertaker for an Area under section 6 of the Water Industry Act 1991;
"Sewerage Wholesaler"	a Sewerage Undertaker;
"Special Agreement"	any of the following: <ul style="list-style-type: none"> (i) an agreement to which any provision of the Charging Rules made under sections 66E(3) and/or 117I(3) of the Water Industry Act 1991 applies; (ii) an agreement to which any provision of the Exit Regulations made under section 46(2) of the Water Act 2014 applies; or (iii) an arrangement to which any provision of the Charging Rules made under sections 66EA and/or 117J of the Water Industry Act 1991 applies, all of which agreements or arrangements are required to be registered on the Special Agreements Register;
"Special Agreements Register"	the register of that name published and maintained by the Authority as may be replaced or renamed from time to time;
"SPID Data"	for any Supply Point, the data applicable to all of the Water Services or all of the Sewerage Services at the Supply Point, to be provided by each Data Owner for each Supply Point as specified in the Data Catalogue;
"SPID Status"	the status of a SPID at any point in its lifecycle, which must be either New, Rejected, Partial, Tradable or Deregistered;
"Standby Capacity Block Table"	means a table describing standby capacity charges of the type more fully described in Section B.4 of CSD 0207 (Charge Calculation, Allocation and Aggregation);
"Standing Data"	non-transactional Data Items required by the Market Operator to facilitate interactions between the Market Operator and each Trading Party;
"Sub Meter"	the next meter down on any Meter Network;
"Subsidiary Undertaking"	the meaning given in section 1162 of the Companies Act 2006 as

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	amended, and “subsidiary” shall be construed accordingly;
“Supply Period”	means a period: (i) commencing at 00.01 hours on the first Business Day following the date that the last of the conditions precedent in Clause 3.2 of the Wholesale Contract have been fulfilled or such other day as may be agreed between the Parties; and (ii) ending on termination of a given Wholesale Contract;
“Supply Point”	subject always to Section 4.2.2(c) and (d) of the Market Terms, in relation to any Eligible Premises, the point at which Water Services or Sewerage Services are provided and (to avoid doubt): any Eligible Premises that receives both Water Services and Sewerage Services shall have two (2) Supply Points; and any Eligible Premises that receives either Water Services or Sewerage Services only shall have one (1) Supply Point;
“Supply Point Identifier”	a unique identifier allocated to each Supply Point by the Market Operator;
“Supply Point Register”	the database (and any related business processes) which is operated and maintained by the Market Operator to facilitate the Registration of Supply Points to Retailers and the Transfer of Supply Points from a Retailer to any other Retailer and which holds the data required to comply with CSD 0003 (Volume Transfer and Volume Data Update); CSD 0004 (Interim Supplier Allocation Process); CSD 0005 (Gap Site Allocation Process); CSD 0101 (Registration: New Supply Points); CSD 0102 (Registration: Transfers); CSD 0103 (Registration: Cancellations and Erroneous Transfers); CSD 0104 (Maintain SPID Data); CSD 0105 (Error Rectification and Retrospective Amendments); CSD 0106 (Non-Market Meters); CSD 0202 (Meter Read Submission: Process); CSD 0203 (Meter Read Submission: Validation); CSD 0206 (Trade Effluent Processes); CSD 0208 (Creation and update of Wholesaler Tariff Data) and CSD 0301 (Data Catalogue);
"Surety Bond"	the bond to be procured by the Contracting Retailer and issued by the Guarantor for the benefit of the Contracting Wholesaler as Eligible Credit Support in accordance with Section 9.11 and the Schedule 2D Key Terms of the Business Terms;
“Surface Water”	rain and other water which drains from the surface of buildings <u>(including roof water)</u> or land <u>within the curtilage of premises</u> ;
“Surface Water Drainage	the provision of Wholesale Services relating to the drainage of

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Services”	Surface Water;
"Suspended Provisions"	those sections under headings A and C, and Processes A1 to A5 inclusive, of part A of the Operational Terms, together with the associated Forms A/01, A/02, A/03 and A/04 and associated process diagrams at Annex A to the Operational Terms, such provisions to come into effect only on and from 1 October 2018 and to be treated as suspended with no application or effect prior to that date;
“Tampering” and “Tampered”	where a person interferes with a meter used in determining the amount of any charges intentionally or recklessly so as to prevent the meter from showing, or from accurately showing, the volume of water supplied to, of sewerage discharged or of Trade Effluent discharged (or otherwise) from those premises without having appropriate consent from the Wholesaler or Retailer as appropriate;
“Tariff”	the individual tariff in the Wholesale Tariff Document by which one Service Component can be charged;
“Tariff Band Table”	means a table of the type defined in Section B.2 of CSD 0207 (Charge Calculation, Allocation and Aggregation);
“Tariff Lookup Table”	means a table of the type defined in Section B.1 of CSD 0207 (Charge Calculation, Allocation and Aggregation);
“Tariff Standing Data”	Standardised Data Items relevant to all of the Contracting Wholesaler's Tariffs;
“TE Service A”	means a Trade Effluent scheduling, sampling, courier and reporting service as more particularly specified in Part A of Schedule 1B to the Business Terms;
“TE Service B”	means a Trade Effluent scheduling, sampling, courier, analytical and reporting service as more particularly specified in Part A of Schedule 1B to the Business Terms;
“Technical Approval”	the approval issued by the Wholesaler of the technical design relating to a new connection;
“Temporary Disconnection”	any physical disconnection of Water Services which is not a Permanent Disconnection and “Temporarily Disconnected” shall be construed accordingly;
“Temporary Disconnection Read”	the Meter Read with Meter Read Type X provided to the Market Operator in accordance with CSD 0202 (Meter Read Submission: Process);
“Third Party References”	the UPRN and VOA BA Reference for any Eligible Premises and

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	also the planning reference for New Supply Points;
“Tradable”	the point at which a New Supply Point may be Transferred and may be charged for, being after all data requirements for the New Supply Point have been met and the New Supply Point is Registered in accordance with the Market Terms and “Tradability” will be construed accordingly;
“Trade Effluent”	<p>the meaning given in section 141(1) of the Water Industry Act 1991, being</p> <p>(a) any liquid, either with or without particles of matter in suspension in the liquid, which is wholly or partly produced in the course of any trade or industry carried on at trade premises; and</p> <p>(b) in relation to any trade premises, means any such liquid which is so produced in the course of any trade or industry carried on at those premises;</p> <p>but does not include domestic sewerage;</p>
“Trade Effluent Consent”	a consent of the type described in section 118 of the Water Industry Act 1991 including, to avoid doubt, temporary or time limited consents or letters of authorisation and consents in relation to low risk discharges whether or not Primary Charges are payable on such consents;
“Trade Effluent Sampling and Analytical Activity”	means TE Service A and/or TE Service B;
“Trade Effluent Services”	the provision of services by the Contracting Wholesaler relating to Trade Effluent;
“Trading Application”	means the form of that name published by the Market Operator from time to time;
“Trading Conditions”	<p>that the Contracting Wholesaler and the Contracting Retailer as appropriate:</p> <p>(i) has applied to be admitted to trading by completing and delivering an accurate Trading Application to the Market Operator;</p> <p>(ii) holds an Appointment or a Water Supply Licence and/or a Sewerage Licence;</p> <p>(iii) has completed the Market Entry Assurance process;</p> <p>(iv) has become a member of the Market Operator;</p>

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	(v) _____ has entered into an accession agreement to the Market Arrangements Code; and (vi) _____ in the case of the Retailer only, has entered into a given Wholesale Contract;
“Trading Dispute”	is any query or dispute of whatsoever nature and howsoever arising under the Wholesale-Retail Code as to the existence, nature or effect of any errors in (including omissions from) any Data Item;
“Trading Disputes Committee” or “TDC”	the trading disputes committee established from time to time under the Market Arrangements Code;
“Trading Party”	the Contracting Retailer and the Contracting Wholesaler and any other Retailer and/or Wholesaler that has satisfied the Trading Conditions;
“Transfer”	the completion of any Transfer Registration Application for any Supply Point such that the Supply Point becomes Registered to a different Retailer and “Transferred” and “Transferring” shall be construed accordingly;
“Transfer Date”	the date on which the Registration of an Affected Supply Point to a Transferee is given effect within the Central Systems to effect a Volume Transfer;
“Transfer Read”	the Meter Read with Meter Read Type T provided to the Market Operator in accordance with CSD 0202 (Meter Read Submission: Process);
“Transfer Registration Application”	a Registration Application made in connection with a Transfer;
“Transferee”	a Retailer to which some or all Affected Supply Points will be Registered to effect a Volume Transfer;
“Transferor”	the Retailer to which all Affected Supply Points shall no longer be Registered following a Volume Transfer;
“Treatment Indicator”	a flag which takes the values of either zero (0) or one (1) which treatments (including primary, biological and sludge treatment) that are provided by the Sewerage Wholesaler for Trade Effluent;
“Trench Inspection”	an Underground Water Regulations Inspection;
“Twice-yearly Read Meter”	any meter other than a Monthly Read Meter which is read twice each Year;
“Underground Water	an inspection of pipework associated with a water connection

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Regulations Inspection”	including fittings, depth, bedding material and excavation of the public main to assess compliance with technical specifications and any relevant regulations;
“Undertaker”	a company appointed under section 6 of the Water Industry Act 1991;
“Unique Property Reference Number”	a unique number to identify an individual property as issued by each local authority and available as part of The National Land and Property Gazetteer (NLPG);
“Unmeasured”	means Unmeasured Water and/or Unmeasured Sewerage, as the context requires;
“Unmeasured Sewerage”	any Sewerage Services that are not charged for on an Assessed or Metered basis;
“Unmeasured Water”	any Water Services that are not charged for on an Assessed or Metered basis;
“Unplanned Re-calculated Charge”	in relation to any Unplanned Settlement Report, the re-calculated Primary Charges, as further described in Section 9.3.5(a) of the Business Terms;
“Unplanned Reconciliation Balance”	in relation to any Unplanned Settlement Report, the statement rendered to the Contracting Retailer, as further described in Section 9.3.5(b) of the Business Terms;
“Unplanned Settlement Report”	a Settlement Report issued by the Market Operator following any Unplanned Settlement Run;
“Unplanned Settlement Run”	a Corrective Settlement Run, a Post RF Settlement Run or a Disputes Settlement Run as the context requires which in each case shall be specific to the Trading Parties affected and the SPIDs and Data Items affected by the re-calculation in accordance with Sections 4.13.4 of the Market Terms;
“Unsecured Credit Allowance”	the Unsecured Credit Allowance applicable to the Contracting Retailer in accordance with Section 9.11 and the Schedule 2E Key Terms of the Business Terms;
“Update Date”	the date on which the Volume Data Update shall be regarded as taking effect, as further described in Section 4.3.8(e) of the Market Terms;
“Usage”	for any period, the total volume of water delivered to or Foul Sewerage or Trade Effluent removed from any Eligible Premises over that period;
“Vacancy Change	means an application to change the vacancy status of an Eligible Premises submitted by the Contracting Wholesaler in

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Application”	accordance with CSD 0105 (Error Rectification and Retrospective Amendments);
“Vacant Premises”	any Eligible Premises which have not been an Occupied Premises for a period in excess of two (2) Calendar Days;
“Valuation Office Agency”	the Valuation Office Agency, an executive agency of HM Revenue & Customs;
“Valuation Office Agency Billing Authority Reference Number” or “VOA BA Reference”	the unique property identifier used between billing authorities and the Valuation Office Agency as published on the rating list produced by the Valuation Office Agency and which is available for public inspection;
“Value Added Tax”	value added tax chargeable under the Value Added Tax Act 1994 or any tax or duty in substitution therefor;
“Volume”	the volume of Water Services, Foul Sewerage Services, Surface Water Drainage Services or Trade Effluent Services (or any combination of the above as the context may require) supplied in relation to any Discharge Point, meter or Supply Point, in the relevant period, whether actual or estimated, as calculated by the Market Operator in accordance with CSD 0207 (Charge Calculation, Allocation and Aggregation);
“Volume Data Update”	the updating of data in the Supply Point Register in the circumstances set out in Section 4.3.8 of the Market Terms;
“Volume Data Update Plan”	a documented plan, agreed between the Market Operator, Outgoing Wholesaler and Incoming Wholesaler, that details the method by which the Volume Data Update which is the subject of the plan is to be undertaken and that specifies the agreed Update Date;
“Volume Discharged”	the Volume of Trade Effluent Services supplied in relation to a Discharge Point, as calculated by the Market Operator in accordance with CSD 0207 (Charge Calculation, Allocation and Aggregation);
“Volume Transfer”	is: (i) the Registration, to the Transferee with effect from the Transfer Date, of all Affected Supply Points for which the Transferor is the Retailer or Incoming Retailer immediately prior to the Transfer Date; and (ii) the Registration, to the Transferee, of all historical data in relation to all Affected Supply Points, in respect of every period during which the Affected Supply Points were Registered to the Transferor;

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“Volumetric Adjustment”	any volumetric adjustment made by the Contracting Wholesaler in accordance with its Wholesale Tariff Document in the case of Metered Water Services and/or Metered Sewerage Services and/or Trade Effluent Services in order to cater for a specific event, for example burst allowances;
“Water Fittings Regulations”	the Water Supply (Water Fittings) Regulations 1999;
“Water Retail Services”	those services provided by a Licensee under, or incidental to, the Retail Authorisation contained in its Water Supply Licence;
“Water Retailer”	the holder of a Water Supply Licence;
“Water Services”	any or all of those services provided by the Contracting Wholesaler in connection with its duties under sections 66A and 66AA of the Water Industry Act 1991;
“Water Services Supply Point”	a Supply Point that receives Water Services;
“Water Supply Licence”	a licence granted under section 17A of the Water Industry Act 1991 giving one or more of the following authorisations and combinations of authorisations: (i) a retail authorisation; (ii) a wholesale authorisation; or (iii) a retail authorisation and a wholesale authorisation; (iv) a restricted retail authorisation; or (v) a restricted retail authorisation and a supplementary authorisation;
“Water Supply System”	the system of a Water Undertaker comprising: (i) any reservoirs and other places of storage and any treatment works developed or maintained by the Water Undertaker for the purpose of compliance with its duty under section 37 of the Water Industry Act 1991; (ii) any water mains and other pipes which it is the Water Undertaker’s duty to develop and maintain by virtue of section 37 of the Water Industry Act 1991; and (iii) any pipes of the Water Undertaker which are used for the purposes of supplying water outside the Water Undertaker’s area pursuant to section 66A(8) of the Water Industry Act 1991;
“Water Undertaker”	a company appointed to be the water Undertaker for an Area

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	under section 6 of the Water Industry Act 1991;
“Water Wholesaler”	a Water Undertaker;
“Wholesale Authorisation”	an authorisation of the type described in paragraph 5 of either Schedule 2A or Schedule 2B of the Water Industry Act 1991, i.e. an authorisation to introduce water to or remove matter from an Undertaker’s Water Supply System or Sewerage System;
“Wholesale Charges”	the charges which the Contracting Wholesaler applies in accordance with its Wholesale Tariff Document comprising Primary Charges and Non-Primary Charges and, in relation to any Special Agreement, all Primary Charges calculated in relation to that Special Agreement by reference to the relevant Factor(s) and Tariff(s) as set out in the Wholesale Tariff Document(s) <u>any charges in respect of</u> Special Agreements Register;
“Wholesale Contract”	the contract between the Contracting Wholesaler and the Contracting Retailer that constitutes: <ul style="list-style-type: none"> (i) a Section 66D Agreement; or (ii) a Section 117E Agreement; or (iii) both a Section 66D Agreement and a Section 117E Agreement; and which, in each case, sets out is in the form prescribed by the Wholesale-Retail Code;
“Wholesale-Retail Code”	the code of that name issued by the Authority under sections 66DA and 117F of the Water Industry Act 1991 including, without limitation, the Wholesale Contract, the Business Terms, the Operational Terms and the Market Terms and any Approved Change from time to time;
“Wholesale Services”	Water Services and/or Sewerage Services as the context requires;
“Wholesale Tariff Document”	the document published by the Contracting Wholesaler from time to time setting out its current Wholesale Charges together with all Primary Charges calculated in relation to a Special Agreement by reference to the relevant Factor(s) and Tariff(s) as set out in the Special Agreements Register;
“Wholesaler”	an Undertaker;
“Wholesaler Tariff Data”	all of the information contained in or relating to the Wholesale Tariff Document required to be Registered by the Wholesaler in order to allow the Market Operator to calculate the Primary Charges due to the Contracting Wholesaler from the Contracting Retailer or from the Contracting Wholesaler to the Contracting

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	Retailer which information is to be provided by the Contracting Wholesaler in accordance with CSD 0208 (Creation and update of Wholesaler Tariff Data) which are published in accordance with the Charging Guidance and Rules applicable from time to time;
“Working Procedures”	the best practice guidance for various working practices and processes in relation to the Market Terms developed and issued by the Market Operator from time to time following consultation with the Contracting Wholesaler, the Contracting Retailer and other Trading Parties;
“Year”	1 April to 31 March;
“Yearly Volume Estimate”	an estimate of the annual Volume supplied in relation to a meter or Discharge Point on the basis of the relevant Eligible Premises being Occupied Premises.