

Application for Non Domestic Water Supply / Waste Water Services Change of Ownership / Tenancy

This document consists of three parts:

- 1 Application Form
- 2 Direct Debit Mandate
- 3 Agreement & Conditions for Supply of Water Services

Please complete each of sections 1-3 and return to Fingal County Council, Finance Department, Water Charges, County Hall, Main Street, Swords, Co. Dublin

Tel: (01) 890 5488 Fax: (01) 890 5379

Office Use Only

File Ref:

Customer No:

Meter ID:

Part 1 – Application Form

A. Change of Ownership or Tenancy

If your application relates to a change of ownership / tenancy of an existing site that is already serviced with water and waste water, please tick the appropriate box below and complete all sections of the application form.

Change of Ownership / Tenancy Only Yes No

If you answered yes, please complete the following:
Name & New Address of Previous Occupant:

Date you acquired Ownership/Tenancy: / /

I/ We confirm that to the best of my knowledge the information provided in this application to be correct

Signature of Applicant: _____

Date: / /

Please note that Fingal County Council reserves the right to make the final connection to the water/ waste water network. Illegally connecting to the water/ waste water network is in breach of the Councils Bye Laws and is a criminal offence.

Part 2 - Direct Debit Mandate

APPLICATIONS WILL NOT BE PROCESSED UNLESS THE DIRECT DEBIT MANDATE FORM IS COMPLETED

Direct Debit Mandate - Non Domestic Water Charges

Please complete and sign (usual cheque signature) this form and return with the application form

To Manager	For Office Use Only
Bank	• Account Number
Branch	• Originator Number 303442
Postal Address	

I / We authorise you until further notice in writing to pay direct debits from my / our account at the request of Fingal County Council. The amounts are variable and are to be debited periodically
Name of Bank / Building Society _____

(i.e. Account holders name)

Bank Account No <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Signature(s) _____ _____
Bank Sort Code <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Date: _____ Tel No: _____

PART 3. Agreement and Conditions for Supply of Water Services

BEFORE completing this agreement the applicant should read carefully all the conditions as detailed in the Agreement.

Fingal County Council Comhairle Contae Fhine Gall

Agreement and Conditions for Supply of Water Services and Waste Water Treatment

THIS AGREEMENT is made on the.....day of between The County/City Council of the County/City of
Fingal County Council and

.....

for supply of water to and the conveyance and treatment of discharged waste water from the property specified below subject to the conditions as set out in this agreement and subject further to all enactments and regulations applying to the supply of water and the treatment of discharged waste water and provided that nothing contained herein shall in any way alter or supercede the said enactments and regulations but shall be deemed to be in addition thereto.

1. Full name of Consumer:

(If a Company or Partnership give full corporate or trading name. Where business is being carried on under a trade name, please give the precise name and address of the individuals or the company carrying on such business)

2. Address for Supply:

(Give exact location of property to be supplied)

3. Address for account:

(If different from above)

Phone No: _____

Contact Name: _____

Email Address: _____

4. Description

(State business/nature of supply e.g. Agriculture, Shop, Offices etc)

5. Is Premises Owner Occupied: Yes No

6. Landlords Name/Address:

(If Applicable)

Signature of Consumer _____ Date _____

(If signing on behalf of a partnership, Limited Company or other legal entity or as a duly authorised agent, full name and position must be stated here. The Council may require the signatory to produce evidence of his authority to bind the applicant by his signature)

GENERAL CONDITIONS FOR SUPPLY OF WATER SERVICES AND WASTE WATER TREATMENT

1. Application of Conditions The supply of water and the conveyance and treatment of discharged waste water shall be In accordance with all statutory provisions for the time being in force and subject to the following terms and conditions and any others laid down by the Council from time to time.
2. Definitions

Term	Meaning
"Council"	The County/City Council of the County/City of Fingal County Council
"Consumer"	The Second party to the Agreement entered into with the Council
"Property"	The property specified in the Agreement to which the water supply and the conveyance and treatment of discharged waste water are provided
"Water Meter"	Device to record the volumetric usage of water (including customer side leakage), and all its appurtenances for automatic meter reading
3. Agreement The signing by the Consumers of this Agreement shall be taken as proof of acceptance of the terms of the Conditions for supply of water and the conveyance and treatment of discharged waste water.
4. Sale of Water / Conveyance and Treatment of Discharged Waste Water The Council shall convey and treat discharged waste water in addition to the supply and sale of water to the Consumer at the property specified in the Agreement subject to the terms of the Agreement at a price determined annually by the Council.
5. Fixtures and Fittings Where the Council provide a Water Meter for the measurement and transmittance of the volume of water supplied, they shall maintain it and keep it in repair. The Water Meter shall remain the Council's property and may be removed by the Council at the expiration or termination of the Agreement or for any other valid reason.
- 5.1. The Consumer shall pay to the Council the costs of new connections between the council's watermain and a point 225mm from the boundary of the property being supplied. The amount of such costs, charges and expenses shall be as laid down by the Council from time to time, and shall be payable on demand.
- 5.2. The Consumer shall: (a) maintain, repair, and when necessary renew the entire supply line from the property boundary to the point of use and shall take all reasonable and proper care of same (b) protect the Council's Water Meter from damage by frost or otherwise, and be liable and pay for all damages and expenses incurred in the repair or replacement of the Water Meter, if so damaged. (c) not interfere or permit any interference with the Water Meter whether for repair or any other purpose without the Council's consent and shall notify the Council promptly of any defect therein observed or reasonably suspected or if any alteration or other attention thereto is required and on ceasing to draw or to receive, or to be supplied with water through such Water Meter, the Consumer allow the Council full access to retrieve said Water Meter in good order, repair and condition, reasonable wear and tear excepted.
- 5.3. The Consumer shall provide and lay such pipes and fittings on the remote and downstream side of the meter as are necessary and proper for the distribution and storage of the water. Such pipes and fittings are to be in strict accordance with the Laws and Bye-Laws in force in the District of Fingal County Council and installed to the satisfaction of the relevant Council Official or Agent.
- 5.4. The Consumer will indemnify the Council in respect of any damage or injury that may result from the laying or from the use of such pipes or for the damage or injury done by the escape of water from such pipes.
- 5.5. The Consumer agrees to take the supply subject to the Bye-Laws and Statutory Provisions and Regulations for the time being in force for preventing the waste, undue consumption, misuse or contamination of water and to abide by, observe and comply with such Bye-Laws, Statutory Provisions and Regulations.
6. Access to the Water Meter The Council's Officials or Agents shall at any reasonable time have access to the Water Meter for all reasonable purposes including reading, inspection, repair, disconnection, replacement and removal.
- 6.1. If the Council's Officials or Agents are unable to gain access to the Water Meter then the Council may estimate the water consumption based on previous readings or other methods of estimation for billing purposes.
7. Meter Readings The index reading on the Water Meter shall be prima facie evidence of the quantity of water supplied to the Consumer. The Council may record index readings using either Manual or Automatic Meter Reading methodologies. Index readings should be monitored regularly by the Consumer in order to detect at an early stage any unusually high consumptions which may be due to leakage on the Consumers side of the Water Meter. The Consumer is responsible for the location and repair of such leaks and payment for water lost as a result of the leakage.
- 7.1. The Consumer may require the Council to have the Water Meter tested subject to paying the estimated cost of removal, replacement and testing in advance. Such payment will be refunded if the Water Meter is found to be registering incorrectly, outside the tolerable limits of accuracy. Any incorrectly measured consumption discovered in this manner will be taken as having commenced not earlier than the beginning of the previous consumption period to the date the discrepancy was notified to the Council. Incorrect consumptions will be adjusted by reference to subsequent readings adjusted Pro-Rata for seasonal trends in the previous year. This method shall also be used in cases where a Water Meter fails to register consumption for any reason.
8. Access to Stopcock Chamber or Boundary Box The Council's Officials or Agents shall at any reasonable time have access to the Stopcock Chamber for all reasonable purposes including inspection, repair, disconnection and removal of supply even where the meter is located on/in private property or buildings
9. Details of Charges There will be a single consolidated charge for Water Services comprising charges for water supply and the conveyance and treatment of discharged waste water.
- 9.1. Charges for water and the conveyance and treatment of discharged waste water shall be billed quarterly or at appropriate dates as determined by the Council. The bill shall consist of a standing charge (meter rent) and a consumption charge (the number of units expressed in cubic meters at the prevailing rate).
- 9.2. Where the Council determines that a non-domestic supply cannot practicably be separately metered from domestic supplies, a quarterly domestic allowance shall be deducted from the charge in respect of each inhabited separate domestic unit. Where the domestic allowance may result in a negative charge for the supply of water, the standing charge shall always be payable in full.
- 9.3. Charges and allowances are subject to annual review. Revised rates operate from the March quarter bill in each year.
- 9.4. The Council may require a bond from the Consumer before a water supply can be provided.
10. Payment of Accounts
- 10.1. Payment must be made by the date specified on the bill.
- 10.2. Payment must be made by any one of the methods described on the rear of the bill.
- 10.3. The Council reserves the right to require payment by means of direct debit.

- 10.4 The Council reserves the right to issue electronic cards / smart cards for users with metered accounts.
- 10.5 Fingal County Council shall be entitled to charge a penalty interest rate not exceeding the relevant charges as outlined in the Prompt Payments Act (1997) and the Late Payments in Commercial Transactions Act (2002) on all accounts that remain outstanding on the due date specified. These acts also entitle Fingal County Council to compensation towards the relevant recovery costs incurred by us or our agents as a consequence of late payment.
11. Outstanding Accounts
- 11.1. Where accounts remain outstanding after the due date the Council may disconnect the supply at the stopcock after giving reasonable notice to the Consumer in which case the agreement will be deemed to have terminated one week after disconnection unless all monies owing to the Council have been paid.
- 11.2. When this action has been taken and the account remains unpaid or where an unauthorised reconnection takes place, the supply shall be permanently disconnected.
- 11.3. Where action at 11.1 or 11.2 above takes place, the supply will not be reconnected until a reconnection fee determined by the Council has been paid together with all outstanding charges on the account.
- 11.4. Where an account is persistently in arrears or where disconnection takes place, the supply will not be reconnected until an agreement to pay all the future bills by direct debit is entered into by the Consumer.
- 11.5. The Council is empowered to recover outstanding charges and reasonable costs by means of Court proceedings.
- 11.6 The Council is empowered to offset any monies due by it to the Consumer against monies due by the Consumer to the Council.
12. Supply of Water
- 12.1. The delivery of water is subject to certain variations that may affect the quality, taste, colour, hardness, clarity, pressure, availability or any other aspect of water supply. Fingal County Council will make all reasonable efforts to minimise variations that might affect the quality of the supply but it does not accept liability for any loss incurred through water considered to be unacceptable by the customer for its purposes.
- 12.2. Accidental and planned interruptions of the water supply occur from time to time. Fingal County Council will take all reasonable steps to minimise the number of interruptions and to restore supply as quickly as possible following an interruption.
- 12.3. Fingal County Council may also interrupt the service wholly or partially, if Fingal County Council deems such action necessary or if Fingal County Council is requested to do so by the health authorities. All reasonable efforts will be made to minimise such service disruptions and to give advance notice where practicable.
- 12.4. The Consumer shall avoid waste in the use of water at any time, but especially in time of drought or water scarcity and shall not give or sell a water supply, without prior consent of the Council in writing.
- 12.5. Where in the opinion of the relevant Council Official or Agent, waste or deliberate misuse of water occurs on the property, the Council may disconnect the supply either temporarily or permanently and shall not reinstate it until satisfied that the waste or misuse has been rectified and outstanding charges and reconnection fees have been paid
- 12.6. In the event of unauthorised interference, whether by the Consumer or otherwise, whereby water could have been consumed without being properly metered Fingal County Council reserves the right to estimate the unrecorded consumption and include the charges for same in the Consumers account. Should the Consumer contest the estimated unrecorded consumption as determined by the Council, the onus of proof will rest with the Consumer to prove the reasonable quantity.
- 12.7 [The Consumer may in times of water scarcity be required to limit the use of water to essential purposes as prescribed by the Council.](#)
- 12.8 The Consumer shall provide sufficient water storage based on anticipated maximum water consumption to the satisfaction of the relevant County Council Official or Agent.
- 12.9 The supply of water under this Agreement may be interrupted or suspended by the Council in the event of:
any contingency affecting their Employees, works, machinery, pipes or apparatus;
any interruption of the supply due to drought, frost or other cause or accident or during any period in which tests, alterations or repairs to works, machinery, pipes or apparatus of the council are being carried out;
it being deemed necessary or desirable in the opinion of the relevant County Official or Agent to interrupt or suspend such supply in order to ensure a supply for domestic purposes in the functional area of the Council.
failure to pay as required under 10.1
failure to comply with prescribed usage under 12.7
- 12.10. The Council shall not be responsible for any damage or loss (including consequential loss) that the Consumer may incur or sustain by reasons or in consequence of: any interruption or suspension of supply under the powers of Clause 12.9 hereof;
any excess or deficiency of pressure or any accident to or failure of any Employees, works, machinery, pipes, mains or apparatus of the Council;
the providing, laying or maintaining by the Council of the pipes and fittings as provided in Clause 5 hereof;
any Act of God, war or terrorist acts, commotion, force majeure, strikes lockout, Government requirements either written or verbal;
any cause whatsoever over which the Council has no control.
13. Treatment of Waste Water
- 13.1 Without prejudice to any licensing obligations which exist or may be imposed the Consumer shall at no time permit the following to be discharged into the drainage system:
(a) any liquid matter or thing which is or may be liable to set or congeal at average sewer temperatures (between 4 and 25 degrees Celsius), or by which the free flow of sewage or storm water may otherwise be interfered with, or is capable of giving off any flammable or explosive gas or any noxious odour in sufficient concentration to cause a nuisance;
(b) waste water which by nature of volume or composition is likely to adversely affect the performance of a waste water treatment plant(s) of Fingal County Council
(c) any acid, alkali or other substance in sufficient concentration to cause corrosion to sewer network components;
(d) any matter that causes or is likely to cause a risk to human health or safety or the environment.
- 13.2 The Consumer shall comply with any reasonable direction issued by Fingal County Council to ensure compliance with this clause.
- 13.3 The Consumer shall not allow the discharge into the public sewer of rainwater run-off from roofs, paved areas or other surfaces, except as may be agreed with Fingal County Council in writing.
- 13.4 Fingal County Council shall be entitled to take spot samples of the waste water discharged by the Consumer for the purposes of testing compliance with this agreement.

- 13.5 If, in the opinion of Fingal County Council the characteristics of the Consumer's effluent are such that it is likely to produce what Fingal County Council determines to be a significant impact upon the waste water treatment works, then Fingal County Council may require the Consumer to enter into an agreement to reserve capacity at the said works for the purpose of treating the waste water of the Consumer.
14. Termination of Agreement/Change of Ownership Etc.
- 14.1 The Agreement may be terminated by either party giving to the other at least one calendar month's notice in writing (except in the case of disconnection of supply for non-payment). Charges shall remain payable until the end of the period of notice and the termination shall not affect the Council's right of recovery under the Agreement.
- 14.2 In the event of the sale, transfer, disposal, letting or other disposal of the property, the Consumer shall give at least 4 weeks clear notice to the Council of the desire to terminate the Agreement. The Consumer shall continue to be liable for water supplied until the required notice has expired or until the new Consumer has completed a Water Services Agreement.
- 14.3 In the event of an Order being made by the Court or a resolution being passed by the Company to wind up the Company or upon the appointment of a Receiver or Examiner over the assets and property of the Company, all outstanding charges at the date of appointment of the Order shall immediately become due and the property of the Consumer referred to in this Agreement shall become charged with the payment of the said outstanding charges. The Council shall in the circumstances be under no obligation to continue the supply of water to the Receiver/Examiner/Liquidator until all outstanding charges are paid and a new Agreement is entered into for a continued supply of water. The Council is entitled to recover the charges due as a contract debt.
- 14.4 If the Consumer desires to sell, transfer, dispose of or let the property it shall notify the Council of this intention so to do at least four weeks prior to the completion of the said sale, assignment or disposal. The Consumer shall make arrangements at his own expense satisfactory to the Council prior to any such change of ownership to ensure that the water supply to the portion of the property being disposed of can be metered or charged separately. The Consumer shall make it a condition of sale between the Consumer and the party or parties to whom a portion or portions of the property are to be sold, assigned or disposed of that the said parties will enter into an Agreement with the Council prior to the sale for the supply of water by the Council subsequent to the sale upon terms and conditions similar to those contained in this Agreement. Failure to do this will mean that the existing Consumer remains liable for all Water Services provided.
- 14.5 In the circumstances where the Consumer is a sole trader, and in all other circumstances where the Consumer is not a Company within the provisions of 13.3 above, where a Consumer ceases trading or where an Order of Bankruptcy has been made by a court, all outstanding charges at the date of appointment of the Official Assignee, or date of the Court Order, or the date on which the Consumer ceases trading, whichever is the earlier, shall immediately become due. The Council shall in the circumstances be under no obligation to continue the provision of water services to the Consumer until all outstanding charges are paid and a new agreement entered into for the continued supply of water.
- 15 General Provisions
- 15.1 Nothing contained in this Agreement shall be construed so as to limit or curtail the powers of the Council under the Local Government (Sanitary Service) Acts, 1878-1964, the Local Government Water Pollution Acts 1977/1990, the Waste Management Act 1996/2001, the Waterworks Clauses Acts, the Local Government (Financial Provisions) Acts, 1983 or other statutes incorporated therewith or which may be passed amending the same.
- 15.2 The Council shall have the right at any time to amend, vary or add to these Conditions for Supply and any such amendment variation or addition shall be binding on the Consumer immediately upon service of notice of such amendment, variation or addition.
- 15.3 Any notice required to be served under the Agreement will be deemed to have been served or received if addressed to the Consumer at the specified property or addressed to the Council at its principal office by ordinary pre-paid post.
- 15.4 The Council will not be required to keep or preserve the original documentation pertaining to or arising out of the Agreement (including the Agreement itself) but may keep copies of the same by using any electronic method of storing

Acceptance of Proposal

(For Office Use)

This proposal is accepted on behalf of Fingal County Council

NAME _____

DATE _____

GRADE _____

ACCOUNT NO. _____