

# **Water utility General Terms of Delivery**

TAMPERE

# **Water**

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# 1. GENERAL TERMS OF DELIVERY AND DEFINITIONS

## GENERAL TERMS OF DELIVERY

### 1.1 Scope of application

These General Terms of Delivery of the water utility refer to the general terms and conditions attached to the customer's contract concerning the connection of the water service pipes to the network and the provision and use of the water utility's services.

These General Terms of Delivery apply to water supply. These General Terms of Delivery also apply to sewerage for runoff water if the water utility takes care of it. These General Terms of Delivery must also be complied with, as the case may be, in the case of either only the supply of water to the property or the sewerage of waste water or runoff water.

If necessary, the water utility may enter into a separate contract with an industrial water utility or another operator, deviating from the content of these general delivery terms.

The terms and conditions in the case of service interruption, faults and price reduction and damages in these General Terms of Delivery shall apply to the contractual relationship between the water utility and a customer other than a consumer, unless otherwise agreed. Unless otherwise stated below, the terms and conditions for consumers only apply to the personal customers defined in Section 1.10.

### 1.2 Entry into force

Once a decision has been made to introduce or amend new general delivery terms, the water utility shall send the delivery terms to customers at least three months before the new general terms of delivery or changes take effect.

These General Terms of Delivery override the water utility's previous general terms of delivery for water supply and sewerage for runoff water.

### 1.3 Order of application

When defining rights and obligations, the documents are taken into consideration in the following order: mandatory legislation, legal regulations based on legislation, contract with contractual terms, the General Terms of Delivery, water utility charge or price list and service fee price list.

## DEFINITIONS

### 1.4 Water utility

A water utility is a water utility referred to in Section 3 (3) of the Water Services Act that manages the water services of a community in an area of operation approved by the municipality.

### 1.5 Water supply

Water supply means the conducting, treatment and supply of water for household use and disposal and treatment of waste water to the extent agreed between the water utility and the customer.

### 1.6 Sewerage for runoff water

Sewerage for runoff water means the disposal of runoff water and drainage water from foundations in the runoff water sewer and treatment of such water to the extent agreed between the water utility and the customer.

### 1.7 Sewerage

For the purposes of these Terms of Delivery, the abbreviation "sewerage" shall be used for the discharge and treatment of waste water referred to in section 1.5 above.

Also, for sewerage for runoff water, as defined in section 1.6 above, the term "sewerage" is used in these Terms of Delivery, unless otherwise stated below.

Unless otherwise stated, these Terms of Delivery apply to the sewerage for runoff water of the property if the property is connected or is to be connected to the water utility's runoff water sewer.

## 1.8 Customer

The customer refers to the owner of the property, the property holder or another party who is a contracting party to the water utility.

## 1.9 Connecting party

A connecting party means a customer who is the owner of a property to be connected or a connected property or a holder equivalent to the owner. A connecting party also means an acquiring party to whom the contract has been transferred in the event of a change in the owner of the property or a holder equivalent to the owner.

## 1.10 Consumer

Consumer means a customer referred to in Chapter 1, Section 4 of the Consumer Protection Act (38/1978) who is a natural person and enters into a contract with a water utility to connect or to receive and use the water utility's services mainly for purposes other than business. Unless otherwise stated, the customer terms also apply to a consumer. The terms that apply only to a consumer refer to a consumer instead of a customer.

## 1.11 Property holder

Property holder or other party (hereinafter "property holder") means a customer who manages a property or building connected to the water utility network on the basis of a

lease or tenancy agreement with the connecting party, for example, as the principal tenant of the connecting party's industrial or residential property.

## 1.12 Connection point

A connection point means the connection point between the plot service pipes and the general network pipes.

At the connection point, the maintenance obligation of the water utility's water supply and sewer network is considered to end, and the maintenance obligation of the property's water supply and sewer equipment (KVV equipment) begins.

When determining the connection point, the water utility shall comply with what is stated in Section 12 of the Water Services Act and its detailed justifications (HE 218/2013).

## 1.13 Water supply and sewer equipment

The property's water supply and sewer equipment (KVV equipment) mean the property's equipment for conducting water for household use, extinguishing water, waste water, runoff water and drainage water from foundations.

The property's plot service pipes include the plot water service pipe and the plot sewer pipes with their associated valves. The plot water service pipe is a pipe installed between the connection point and the water meter of the property for the discharge of water for household use. The plot sewer pipe is a sewer between a connection point and a property installed for the purpose of discharging waste water (plot waste water sewer pipe). The plot sewer pipe is also a sewer installed between the connection point and the property's runoff water system to conduct runoff water and drainage water from foundations (plot runoff water sewer pipe).

## 1.14 Ventilation drain

A ventilation drain is a pipe referred to in decrees or regulations and instructions issued by the authorities to compensate for pressure fluctuations in the sewer and to ventilate the sewer. At least one ventilation drain leading to the outside air shall be made in the building.

### **1.15 Area of operation**

The area of operation is the area approved by the municipality referred to in Section 3 (3) of the Water Services Act, in which the water utility takes care of water supply in accordance with the provisions of the Water Services Act.

### **1.16 Sewage**

Sewage means waste water that is discharged from the property to the water utility's sewage system. Sewage also means runoff water and drainage water from foundations that is discharged or ends up from the property to the water utility sewer.

Water mentioned in this section is determined case-by-case by which water is discharged from the customer's property to the sewer of the water utility.

### **1.17 Sewer**

Sewer means a waste water sewer. Sewer also means sewerage for runoff water when the water utility takes care of the sewerage for runoff water.

A separate sewer means a sewer in which only waste water is discharged. In addition, a separate sewer means sewerage for runoff water in which only runoff water and drainage water from foundations are discharged. Mixed sewer means a sewer in which the water utility's waste water, runoff water and drainage water from foundations are discharged in the same sewer.

### **1.18 Runoff water**

Runoff water is rainwater or meltwater that accumulates on the ground, the roof of a building or other similar surfaces in a built-up area. What is said in these Terms of Delivery for runoff water also applies to drainage water from foundations.

### **1.19 Rates, price list, service fee price list**

Rate or price list refers to a document stating the fees charged by a water utility for connecting to the water utility's network and for the use of water supply and/or sewerage for runoff water. In addition, the water utility may have a separate service fee price list for other services provided by the water utility.

## **2. CONNECTION**

### **2.1 Identifying the connection point**

The connection point is identified verbally in the contract, or the water utility marks it in the building permit documents and on the map attached to the contract. If the entries differ, the entry in the contract shall apply.

### **2.2 Separation of runoff water**

A property that is or has been connected to the sewage system of a water utility is also obliged to connect to the sewerage for runoff water system of the water utility within a reasonable period of time given by the water utility, if the water utility manages the sewerage for runoff water in the area.

If the water utility changes or has changed the mixed sewerage system to separate sewerage or no longer receives runoff water into the sewage system in accordance with Section 17 d of the Water Services Act, the water utility shall notify the property within a reasonable time within which the property is required to separate waste water and runoff water and join the water utility's separate waste water and runoff water sewers.

If the water utility does not handle sewerage for runoff water in the area, but there is another water utility that handles it, the connecting party agrees to connect to the runoff water sewer system of this water utility as mentioned above.

Notwithstanding what is stated above in this Section on connection, the property does not need to be connected to the water utility's runoff water sewer if the connection obligation under the Water Services Act does not apply to it due to an exemption granted by the authority or for another reason.

If the property has no obligation to connect to the water utility's runoff water sewer, the property will handle its runoff water treatment in another way. If the area has a municipal sewerage for runoff water or other municipal runoff water system referred to in the Land Use and Building Act, the property agrees with the municipality to direct its runoff water to it, unless they can be treated on the property, or the authority decides otherwise.

The discharge of runoff water and waste water in the same sewer is considered to be waste water sewerage. Therefore, where runoff water is discharged in the same sewer as waste water, the water utility may charge an increased fee as stated in the water utility's rates or price list.

### **2.3 Application for connection/statement**

In the application for connection, the connecting party provides information on the purpose of the property, an estimate of water consumption and the amount and quality of sewage, any other reports specified by the water utility necessary for the consideration of the matter, as well as such layout plans and main drawings in which the water utility shall mark the connection points of the water service pipes and/or sewers and the full supply levels of the sewers.

The connecting party shall submit plans for the plot service pipes and the service pipes' material, size, and equipment for approval by the water utility prior to connection.

### **2.4 Connecting outside the area of operation**

If the property is located outside the area of operation, the water utility may enter into a contract for water supply and/or sewerage provided that the connecting party undertakes to pay for and maintain the pipelines from the water utility's water supply or sewer systems to the property.

The provisions of this paragraph shall also apply to connection to the water utility's runoff water sewer when the property is located outside the area of operation, or after the municipality has decided on the area referred to in Section 17 a of the Water Services Act, outside this area.

### **2.5 Connecting with special conditions**

The water utility decides on a case-by-case basis on the connection conditions of a temporary connecting party or the connection conditions of a factory, plant, company, business or other connecting party referred to in Section 10 (2) of the Water Services Act which, because of its water consumption or the quality or quantity of the water which it discharges into the sewer system, is likely to impede the operation of the water utility.

Unless otherwise agreed or circumstances change, these General Terms of Delivery shall be complied with between the above-mentioned connecting party and the water utility, as applicable. The water utility may define the terms of the contract as deviating from or supplementing these General Terms of Delivery as necessary.

## **3. CONTRACT**

### **3.1 Contracts concerning water services**

Contracts concerning water services include a connection and user contract and a separate user contract (hereinafter "user contract").

The connection and user contract concerns the connection of the property to the water utility's network and the provision and use of the water utility's services. Its parties are the connecting party and the water utility. The user contract concerns the provision and use of the water utility's services. Its parties are the property holder and the water utility. Contracts are made in writing or electronically.

The water utility has the right to invoke the contract entered into with the customer, regardless of which connecting party and the property holder have mutually agreed on the property's water supply or sewerage for runoff water.

### 3.2 Connection contract

Once the water utility has accepted the application for connection or issued an opinion on matters in accordance with Section 2.3, a contract on connection and use (connection and user contract) is concluded between the connecting party and the water utility.

In the contract, the water utility defines the full supply level for the property, i.e. the level to which the sewage can rise in the network. If the water utility has not specified a full supply level separately for the associated property in the contract, the full supply level of the sewer in a separate sewer is the top-level height of the internal pipe at the junction of the plot sewer pipe + 1000 mm, and the full supply level of the sewer in mixed sewerage and runoff water sewers is the street or ground surface serving the property + 100 mm at the junction of the plot sewer pipe.

If the connecting party provides the premises with sewers below the full supply level, the water utility is not responsible for any harm or damage caused by the dam (flooding sewerage). The customer must protect the property's sewers below the full supply level to avoid damage.

### 3.3 User contract

A property that is subject to a valid connection contract must also have a valid user contract. The user contract between the connecting party and the water utility is concluded at the same time and with the same document as the connection contract and it is valid until further notice.

The water utility may also enter into a user contract with the property holder when the connecting party gives their written consent and if the water utility has no receivables from the connecting party concerning overdue payments. In addition, the water utility may require that the connection fee for the property be paid before the conclusion of the user contract. If there are several property holders (other than the connecting party) of the same property, one user contract is made with them.

A user contract may also be concluded for a fixed period with a party other than the connecting party. In the absence of any other subsequent user contract, the user contract between the connecting party and the water utility shall apply.

When the user contract between the property holder and the water utility expires due to termination or the expiry of the term, the user contract between the connecting party and the water utility shall be automatically complied with from the date of termination.

### 3.4 Changing the terms of the contract

The water utility has the right to make changes to the contract due to changes in legislation, decisions of authorities or substantial changes in circumstances. In addition, the water utility has the right to make minor changes to the terms of the contract that do not affect the main content of the contractual relationship. Changes to the fees are described in Section 4.2 below.

The water utility shall send the customer, in good time before the change of the contract, a notice of how and when the terms of the contract will change and what is the basis for the change. If the change is based on a change other than legislation or a decision

of the authority based on it, the change may take effect at the earliest one month after the notification is sent.

## **3.5 Termination of the contract**

### **3.5.1 Connection and user contract**

The water utility may terminate the connection and user contract if the maintenance of the contract is unreasonable due to a significant change in the property's water consumption or the quality or quantity of waste water, runoff water or drainage water from foundations discharged from the property to the sewer.

The water utility may also terminate the connection and user contract when the use of the water supply services has ceased, and the property has remained uninhabited other than temporarily, and the water utility has not been notified of another billing address and the invoices sent by the water utility have not been paid for at least three years. If the connection fee is refundable, the provisions of the terms and conditions for its refund shall apply.

The connecting party may terminate the connection and user contract in the area of operation of the water utility only if the property has been granted an exemption from the obligation to connect on the basis of Section 11 of the Water Services Act.

If the connecting party then terminates the contract they have entered into with the water utility and maintains a contract concerning the sewerage system, the water utility shall disconnect the water supply connection to the network at the connecting party's expense. The sewerage system usage fee is based on water measurement per Section 5.2 or estimated annual consumption.

When the connection contract expires, the user contract for the property also expires.

The above does not prevent the water utility from terminating the connection and user contract if the property connected to the water utility's network falls outside the area of

operation of the water utility due to the reduction of the area of operation. However, the termination of the contract due to the reduction of the area of operation requires that the water supply of the property can be secured as provided in Sections 8a and 24 (5) of the Water Services Act.

### **3.5.2 User contract**

The water utility may terminate the user contract if the water supply service has been suspended on the basis of clause 3.13 of these terms and conditions and the maintenance of the contract is unreasonable. In addition, the user contract terminates without notice when the connection contract is terminated.

A customer other than the connecting party must terminate the user contract with the water utility when giving up possession of the property. The customer notifies the water utility of the termination of the user contract no later than two weeks before the desired termination date of the contract. If the contract is not terminated, it shall expire at the latest when the connection contract is terminated.

Upon receipt of the notification, the water utility shall notify the connecting party. At the same time, the water utility reminds the connecting party that upon termination of the property holder's user contract, the user contract between the connecting party and the water utility will be complied with.

### **3.5.3 General terms**

Where the customer has the right to terminate the contract they have entered into with the water utility, the termination must be made in writing or electronically at least two weeks before the desired date of termination of the contract. The customer must also inform the water utility of the meter reading on the expiry date of the contract.

Upon termination of the connection and user contract, the water utility has the right to disconnect the equipment of the property from its network at the expense of the connecting party. When the property holder's



user contract expires, the water utility has the right to disconnect the property's equipment from its network at its expense, if the connecting party's connection and user contract is not valid. Termination of the contract does not release the customer from the obligation to pay or compensation for the damage caused by them.

After the termination of the contract, the water utility is not liable for any damage to the customer, the property or a third party caused by water or sewage.

### **3.6 Conclusion of a new contract at the end of a contract**

If, after the termination of the connection and user contract, it is desired to obtain water or drain sewage from the property, the connecting party and the water utility must enter into a new connection and user contract.

The precondition for concluding a new contract is that the customer reimburses the water utility for the costs of reconnection to the network and the measures included in the reconnection.

### **3.7 Notification of changes**

The customer shall notify the water utility if, after the conclusion of the connection contract, the building on the property is expanded or a new building is built on the plot.

The customer shall also notify the water utility if the purpose of the property changes or its water demand or the amount of sewage increases or the quality of its sewage changes substantially from what has been agreed upon when the property was connected.

The connecting party is responsible for making the abovementioned notifications to the water utility even when the property is used by someone other than the connecting party.

### **3.8 Conclusion of a new contract due to, for example, a**

### **change in the purpose of the property or extension**

If the purpose of the property or part of it changes significantly or so that the connection of the property should be subject to Section 2.5 or the permit conditions for sewage concentrations and volume change, or if changes in legislation or national regulations, guidelines or permit conditions otherwise require, the customer is obliged to enter into a new contract with the water utility. In addition, the customer is obliged to enter into a corresponding contract with the water utility in case of an extension or additional construction referred to in Section 3.7 above.

### **3.9 Customer's obligation to notify the changes referred to in Sections 3.7 and 3.8 above**

The customer is obliged to notify the water utility of any changes in the use of the property or part of the property, extension or additional construction of the building at least one month before the premises are taken into use or are otherwise changed.

### **3.10 Transfer of the contract**

The connecting party notifies the acquiring party of the payments due before the transfer of the property has been agreed.

The connecting party shall notify the water utility in writing or electronically of the transfer of the property within one month of the date of transfer. The connecting party undertakes to include in the transfer deed a condition under which the connecting party's contract is transferred to the acquiring party and under which the acquiring party undertakes to comply with all its terms.

The acquiring party becomes a party to the contract once the water utility has approved the transfer of the contract. The water utility shall notify the acquiring party of the acceptance of the transfer.

Acceptance of the transfer is subject to the payment of the connection fee, and the fulfilment of the other terms of the contract, or the acquiring party has expressly assumed the above obligations. Otherwise, the acquiring party is considered a new connecting party with whom a new connection and user contract is concluded and for whom a connection fee is charged.

For the purposes of this paragraph, a transfer of immovable property means a measure as a result of which the owner of the immovable property or a holder equivalent to the owner changes.

### 3.11 Obligations and liability

The connecting party may not transfer their contractual payment or other obligations to a tenant or a third party without the approval of the water utility. Notwithstanding the termination, transfer or conclusion of a new contract, the customer is obliged to fulfil the payment or other obligations under their contract.

When the connecting party is liable for the water supply charges of the tenant or a third party on the basis of their contract, the water utility shall notify the connecting party of the material delay in payment, unless the matter has been rectified within a reasonable time after the payment request.

### 3.12 Water utility's right to transfer the contract

If the water utility ceases to operate, if the area of operation or the water or sewer network is transferred to another owner or other comparable reorganisations take place in the water utility, the water utility may transfer the contract between the water utility and the customer to another owner with its rights and obligations at the time of transfer. The transferee notifies the customers of the transfer no later than at the time of the first invoice, but the transfer is valid regardless of the notification.

### 3.13 Suspension of service

#### Conditions for suspension of service

The water utility has the right to suspend the supply of water and the reception of sewage, runoff water and drainage water from foundations and to separate the water supply and sewer equipment (KVV equipment) of the property from the water utility's water supply and/or sewer, if

(a) notwithstanding the written notice, the customer does not ensure that the water supply and sewer equipment is in the condition required by the regulations and other provisions mentioned in Section 8.2 and does not take the measures required by the water utility to eliminate disturbances that damage or may damage the equipment or adversely affect the quality, quantity or pressure of water or sewage.

(b) the customer seizes or attempts to seize water, breaks the water meter seal without permission or uses water and does not enter into a contract with the water utility or allows another property to connect its plot service pipe or sewer without a contract with the water utility.

(c) the customer, despite a written reminder, substantially defaults on their payment obligation. However, the supply of water and the receipt of sewage may not be suspended from a consumer or a small residential property if the total unpaid fee or multiple payments of such customer are less than EUR 300 or if less than three months have elapsed since the oldest unpaid invoice.

For the purposes of this section, a small property in residential use means a detached house or a semidetached or terraced house in the form of a housing company where two or a few consumer households live.

(d) the customer in any other way substantially violates or fails to fulfil their obligations arising from the legislation, official regulations issued on the basis of the legislation, or the contract.

(e) a customer other than a consumer has been declared bankrupt and the insolvency

estate does not enter into a contract with the water utility to pay claims arising after the bankruptcy or the property is foreclosed and no security has been provided.

### **3.14 Implementing a suspension**

The water utility may suspend the supply of water and the receipt of sewage no earlier than five weeks after the customer has been notified of the threat of suspension for the first time and the failure or breach of obligations has not been remedied in time before the announced date of suspension.

However, if the activity is likely to cause immediate danger or significant harm to the operation of the water utility or to health or the environment, or if a customer other than a consumer is declared bankrupt, the supply of water and the receipt of sewage may be suspended immediately.

Delivery of the service may also be temporarily suspended at the written request of the customer. Suspension shall, if possible, be requested in writing no later than two weeks before the desired date of suspension. If the customer wishes, despite the suspension they have requested, to maintain the possibility of using the water supply service, the customer must pay the applicable fees for this maintenance in accordance with the water utility's rates/price list.

The water utility shall not be liable for any damage, inconvenience or loss of benefits resulting from the suspension of the water supply and/or sewerage and reception of water due to disconnection from the network.

Suspension or termination of service does not release the customer from the obligation to pay or compensation for the damage caused by them.

### **3.15 Special condition for consumers**

When the customer is a consumer referred to in Section 1.10 of these Terms of Deliv-

ery, the following condition applies in addition to the customer in the event of non-payment:

If the non-payment is due to the consumer's payment difficulties due to serious illness or unemployment or any other similar circumstance, mainly through no fault of their own, and the customer has notified the water utility of such payment difficulties, the supply of water and sewage may be suspended no earlier than ten weeks after the customer has been notified for the first time.

The consumer shall notify the water utility in writing of the circumstance preventing the payment of the invoice as soon as it is known to the consumer. The notice does not release the consumer from their obligation to pay.

### **3.16 Resumption of service after a suspension**

If the provision of the service has been suspended for a reason other than the customer's request, the provision of the service will be resumed after the reason for the suspension has been removed, provided that the connection and user contract is still valid. However, the water utility is not obliged to continue providing the service until the customer has paid the fees and costs arising from the written notice or other notifications as well as other measures related to suspension and reconnection and the water utility's overdue receivables.

If the service is suspended at the customer's request, the resumption of the service is conditional on the customer reimbursing the water utility for the costs of suspension and reconnection and any the costs of the disconnection and reconnection measures to the extent that they have not been reimbursed in the event of suspension.

## **4. FEES**

### **4.1 Water utility fees**

The water utility charges the fees specified in the rates or price list and in the service fee price list.

## 4.2 Changes in fees

The water utility has the right to change its fees and rate structure if the reason for the change is one of the following:

- a change in legislation or a decision by an authority based on it;
- other special reason, when circumstances substantially change.

In addition, the water utility has the right to change the fees and the rate structure so that the content of the contract as a whole does not change significantly if the change is due to one of the following:

- reform of pricing and contracting systems;
- a change in the operating, renovation and reinvestment costs of the water utility, taking into account that according to the Water Services Act, all costs of the water utility must be covered by fees;
- costs of environmental and health protection, use of natural resources, land use restrictions or changes in these costs.

In addition, the water utility has always the right to make minor changes to the fees and rate structure that do not affect the main content of the contract.

## 4.3 Notification of changes in fees and rate structure

The water utility shall notify the customer of any changes in the fees and the grounds for the changes, as well as any changes in the rate structure, at least one month before the changes take effect. The notification must be made in a clear and easily visible manner and can, for example, be sent in connection with the invoice as a separate notification to the customer's billing address.

If the customer's invoices are sent to an online bank, the water utility will also send the notification to the postal address of the property or to the email address provided by the customer.

## 5. MEASUREMENTS

### 5.1 Water consumption and the amount of sewage

Water consumption is determined by a water meter installed by the water utility or, in exceptional cases, by an assessment carried out by the water utility.

The customer must monitor their water consumption and the changes. The customer must be sufficiently aware of the amount of sewage discharged from the property into the sewer and inform the water utility of any changes in the property that have a material effect on the amount of sewage.

### 5.2 Installing the meter

The water utility installs a water meter for each water connection. The water meter is owned by the water utility, unless otherwise agreed. The water utility determines the types and sizes of water meters. The installation work and supplies with valves, fittings, and so on will be paid for by the connecting party, and these remain the property of the connecting party.

The water utility does not need to install a meter for runoff water billing but estimate the amount of runoff water discharged from the property into the water utility's sewer.

The customer's water consumption must be measurable as a precondition for connection to the waste water sewer. The water utility installs a water meter at the expense of the connecting party to determine the property's water consumption for billing the amount of wastewater, even when the property is connected only to the sewer and takes water from its own water source. However, the water utility does not need to

install a water meter if the water consumption is low for a special reason or if the water utility exceptionally estimates the water consumption of the property.

### **5.3 Water meter room**

The customer is obliged, without payment, to reserve a space for the water meter, built according to the official instructions, in a warm room equipped with a floor drain. However, for a special reason, a space with no floor drain can be reserved for the water meter.

The water utility is not liable for damage caused by a meter room built and maintained contrary to the instructions of the authorities or for damage caused by the absence of a floor drain.

### **5.4. Access to the customer's property due to measures concerning the water meter**

The customer is obliged to ensure that the water utility can perform measures related to reading, installing, maintaining, replacing the water meter, and so on, without hindrance. The customer agrees with the water utility on the time when the water utility can come to perform the above measures on the property. If the customer does not provide the water utility with unobstructed access to the property and the meter space in order to perform the above measures, the customer is liable for the resulting damage.

### **5.5 Reading**

The water utility reads water meters as needed.

The customer must provide the reading information required for invoicing at the times specified by the water utility. Unless the meter reading has been delivered within the time limit or the reading has been separately agreed with the water utility, the water utility has the right to perform invoicing on the basis of an estimate or to charge a reasonable fee for the reading according to the service fee price list.

The customer is obliged to inform the water utility of information on water consumption and such changes that affect the water supply, and to notify or allow the water utility to report to a separate sewerage system the amount of water consumption associated with it.

The water utility has the right to organise a remote reading of water meters. To organise the reading, the water utility has the right to install and use the equipment necessary for the reading installed on the property.

### **5.6 Maintenance**

The water meter is maintained at the expense of the water utility. If the water meter is damaged due to the customer, the water utility has the right to charge the customer for the costs of replacement, maintenance, and repair.

Only the water utility has the right to install, repair, remove, connect or inspect the water meter and break its seal.

### **5.7 Temporary meter removal**

If, during a temporary outage, the customer wants the water utility to remove the water meter temporarily due to frost, work on the property or other danger, the water utility is obliged to remove the meter and reinstall the meter for a fee in accordance with the service fee price list. The customer must request the removal of the meter in writing or electronically at least two weeks before the date of the removal.

### **5.8 Measurement accuracy**

The accuracy of the measurement shall be governed by the regulations issued by the Finnish Safety and Chemicals Agency (Tukes) or other authority to which the matter belongs in accordance with the regulations. The water meter is considered to measure correctly if the error reading found in an inspection is less than  $\pm 5\%$  at a load

approximately equal to the nominal flow unless otherwise specified by the authorities.

## 5.9 Inspection

The water utility shall ensure that the water meters used by the water utility are inspected as provided or prescribed by legislation or a decree or decision issued pursuant to law.

Unless otherwise provided, the water utility may inspect the water meters at its own expense at regular intervals or in connection with a replacement.

In addition, the water utility will check the water meter at the customer's written request. The customer has the right to be present at the inspection. The measure shall be recorded in the minutes.

If, in the inspection ordered by the customer, the water meter is found to display correctly in accordance with the provisions referred to in Section 5.8 above, the water utility shall charge the customer a reasonable inspection fee in force at the time. Otherwise, the inspection costs are paid by the water utility.

If the meters are not inspected at regular intervals or in connection with a replacement and it is later found that the meter has been measured incorrectly and the customer has been charged an excessive usage fee, the water utility will provide the customer with the credit referred to in Section 6.3 below. In this case, the meter is considered to have been measured incorrectly if the next reading shows that the customer's annual consumption has changed significantly since the meter was replaced and there has been no change in property conditions or the water supply and sewer equipment.

## 6. INVOICING

### 6.1 Invoice

The invoice must show with sufficient clarity the consumption and unit price data used as the basis for invoicing, the invoicing period and the fees charged for separate measures.

At the customer's request, the water utility shall review invoicing based on estimated consumption when there has been a material change in the circumstances on which the estimated invoicing is based or there is an otherwise justified reason for the revision.

The water utility invoices the customer at least once a year. The water utility is entitled to invoice usage fees based on the water meter reading in instalments based on previous invoicing periods or assessments, in which case the final fee is determined on the basis of actual consumption according to the meter reading reported by the customer.

The water utility will reimburse the customer for the overpaid amounts and will charge the missing amounts. No interest will be paid on the refund or additional charge. If the amount is small, the water utility may reimburse or charge it on the next invoice.

#### 6.1.1 Sending and paying an invoice

Invoices will be sent to the invoicing address provided by the customer. Invoices must be paid no later than the due date indicated on the invoice. There must be at least three weeks between sending the invoice and the due date. If the customer is someone other than a consumer, the parties may also agree on a shorter maturity. Based on their contract, the customer is also responsible for paying the invoice when it is sent to a third party at the customer's request.

#### 6.1.2 Electronic invoice

If the water utility has electronic invoicing in use, the customer can switch to using e-invoicing in their bank's e-invoicing service. An e-invoice is considered received by the customer when it has been delivered to the customer's online bank. The customer is responsible for processing and paying the e-invoice. The water utility or the bank is not obliged to submit the e-invoice in another form if the customer has an e-invoice in use.

## 6.2 Failure to pay

If the customer fails to pay the invoice on time, they must also pay interest on arrears in accordance with the Interest Act. If the due date and the amount to be paid are predetermined, default interest must be paid from the due date. If the due date and the amount to be paid have not been determined in advance, interest for late payment may be charged no earlier than 30 days after the date of dispatch of the invoice. For sending each payment reminder, the water utility charges the fee specified in the service fee price list.

At least one payment reminder will be sent to the customer before the receivables are transferred for collection. A reminder of payment will be sent no earlier than two weeks after the due date of the invoice.

## 6.3 Refund/additional charge

The customer may submit comments on the invoice to the water utility in writing or orally or electronically. Making a comment does not release the customer from the periodic payment of the invoice, unless the due date or amount of the invoice is clearly incorrect due to a manifest clerical error.

If the comment proves to be appropriate or the water utility otherwise finds that it has invoiced incorrectly, the water utility shall reimburse the customer or charge the customer for the missing amount. No interest will be paid on the refund or additional charge.

Based on an invoicing, measuring or meter reading error, the water utility is entitled to an additional charge and the customer is entitled to a refund. Receivables based on invoicing, measuring or meter reading error can be claimed by the water utility and the customer for a maximum of three years.

However, the customer may require the water utility to make receivables based on invoicing, measuring or meter reading error for the entire duration of the error, but not for more than ten years, if the time of invoicing, measuring and meter reading error and

its effect on invoicing can be determined later.

The refund or additional charge will be made in connection with invoicing or separately on the basis of an assessment made by the water utility based on a check of the measuring equipment, the customer's previous consumption figures or other information. No interest will be paid on the additional charge or refund for the period of its accrual. A reasonable payment period must be given to the customer to pay the additional charge. If the customer does not pay the invoice caused by the additional charge within the granted time, interest on arrears in accordance with the Interest Act may be charged for the period thereafter.

## 6.4 Collateral

When concluding a contract, the water utility has the right to ask a customer who is not a consumer for reasonable collateral or advance payment for the payment of claims based on the contract. In addition, the water utility may require reasonable collateral from the customer, or to replenish the collateral or make an advance payment at the time of concluding the contract and during the term of the contract, if the customer has materially defaulted on their payment obligation. If the water utility has disconnected the customer from the network and/or terminated the contract due to non-payment, the water utility may require collateral when connecting to the network or concluding a new contract. For the above reason, the water utility may also require collateral from a consumer.

In addition, the water utility may require reasonable collateral from a consumer customer, or to replenish the collateral or make an advance payment at the time of concluding the contract and during the term of the contract, if the customer has materially defaulted on their payment obligation. In addition, the water utility must have a very weighty reason for its demand for collateral or advance payment when concluding the contract and during its validity. Very weighty reasons may include, for example:

the supply of water to the consumer or the receipt of sewage from the consumer has been suspended due to non-payment; or the water utility has overdue receivables from the consumer in connection with the supply of water or the receipt of sewage, the amount of which may be considered material; or the consumer's credit information indicates that the consumer is manifestly unable to meet their contractual obligation to pay.

Where the customer is obliged to provide collateral or advance payment or to supplement the collateral on the basis of the contract or these Terms of Delivery and the customer does not do so within a reasonable time, this may be considered a material breach of contract that may result in suspension of delivery.

The amount of the collateral or advance payment corresponds to an estimated usage fee of at least for three months and at most one year. The water utility does not pay interest on the collateral or advance payment.

The water utility will return the collateral to the customer immediately after the end of the contract, when the final invoice has been paid and any other obligations under the contract have been fulfilled. If the contract remains valid, the collateral will be returned no later than two years (one year to a consumer customer) after its issuance, unless the customer has materially failed to pay during the collateral retention period. If the customer is not a consumer, the water utility and the customer may agree to return the collateral.

If the customer has materially failed to pay during the collateral retention period and the collateral has been used for customer payments, the remaining part of the collateral will be returned at the end of the contract. Notwithstanding the return, the water utility may require new collateral in the event of a recurrence of the defaults referred to in this paragraph.

Payments that are due later may be charged to the customer in advance. To the extent that the prepayment is not used for

payments on their due date, the water utility will reimburse the customer for the invoices following the due date of the prepayment.

Instead of providing collateral or advance payment, the water utility and the customer may agree to pay the contractual payments in advance. Returning to the normal payment schedule shall apply, where applicable, to what has been said above in this paragraph regarding the return of the collateral.

## 7. WATER UTILITY OPERATIONS AND INTERRUPTIONS

### 7.1 Operation of the water utility

The water utility supplies water for household use in accordance with the quality requirements set by the authorities controlling the quality of the water for household use. The water utility also monitors the water quality in the network as approved in the control research programme and/or receives the connecting party's domestic waste water and other disused water of equivalent quality and/or runoff water and drainage water from foundations in accordance with the contract and these General Terms of Delivery.

The water utility shall operate in such a way that interruptions in the supply of water and sewage and variations in the pressure or quality of the water supply do not deviate from generally accepted practice in the field and the provisions of health protection legislation and other legislation.

The water utility is obliged to maintain and equip the water utility's equipment so that interruptions in water supply and sewage reception occur as infrequently as possible. The water utility shall take measures in such a way that, in the event of an interruption in the supply of water and the reception of sewage, the interruption is as short as possible and least harmful, taking into account the costs.



During water supply interruptions lasting more than 24 hours, the water utility will provide the possibility to retrieve water from temporary water points.

If necessary, the water utility may issue operating instructions on the preparation for interruptions in the supply of water or sewage, the safety periods and procedures during and immediately after the interruptions. The water utility is not responsible for any damage caused to the customer, the customer's water supply and sewer equipment or a third party due to noncompliance with the instructions and safety periods.

## 7.2 Defects

There is a defect in water supply or sewerage for runoff water when the quality of the water or the method of delivery or the service of the water utility does not correspond to what may be required under the contract or regulations. There is also a fault in water supply or sewerage for runoff water when it is cut off continuously or repeatedly.

A delay in the connection work or the start of the supply of water and/or the reception of sewage from the agreed time is also considered a defect if the delay is due to the water utility and if the delay is not regarded as insignificant given the cause and circumstances.

However, an interruption caused by normal repair or maintenance work on the water utility's equipment, which lasts less than 12 consecutive hours and has been notified to the customer in advance, is not considered a defect. Nor shall an interruption considered minor given the cause and circumstances of the interruption, nor a disruption or interruption of service due to force majeure, be considered a defect.

Nor is it generally considered a defect for the water utility to temporarily suspend or restrict the supply of water or the reception of sewage for a reason caused by the customer or a third party or for another reason beyond the water utility's control. Such a cause may be, for example, a breakage of a

device or pipe required for the supply of water or sewage due to the actions of a customer or a third party, interruption of electricity supply, disruption of water supply or supply of extinguishing water or other similar cause. The water utility must take prompt action to resume water supply and sewerage.

## 7.3 Price reduction

When there is a fault in the water supply or sewerage for runoff water, the customer is entitled to a price reduction corresponding to the fault. A request for a price reduction must be made to the water utility within a reasonable time after the customer discovered the defect or should have discovered it.

The following applies only to a consumer and in residential water supply:

If the error is based on a continuous interruption of more than 12 hours of water supply, the amount of the price reduction shall be at least 2% of the consumer's annual basic and usage fee. The water utility will deduct the price reduction from the invoice after confirming a continuous water supply interruption. This applies not only to a consumer but also to a customer who is a housing company or other housing association, when the interruption concerns a property that is primarily used for housing.

The calculation of the annual usage fee uses the same meter reading that was the basis for the last balancing invoice sent to the customer. The calculation of the annual basic fee uses the basic water supply fees charged to the customer during the same period.

## 7.4 Force majeure

Force majeure means a disruption or interruption of the service of a water utility due to an obstacle beyond the control of the water utility which it could not reasonably be expected to have taken into account in its operations and the consequences of which it could not have avoided or overcome with all due diligence.

The water utility has the right to immediately suspend or restrict the supply of water and/or receiving of sewage due to force majeure or if it is necessary due to danger to human life, health or property.

In the event of force majeure, the water utility shall be released from the supply of water and the reception of sewage to the extent and for such period as the regular operation of the water utility is impossible due to the force majeure.

The water utility must take prompt action to resume water supply and sewerage.

## **7.5 Notification of interruptions and restrictions**

The water utility shall immediately inform the customer of any unforeseen and sudden interruptions or restrictions in the supply of water or sewage, taking into account the circumstances.

In advance of any interruptions or restrictions due to maintenance, repairs, and so on, the water utility shall inform in good time before the commencement of the work: interruptions and restrictions in restricted areas on a connecting party basis and largescale interruptions and restrictions on the water utility's website and via the press or radio.

## **7.6 Liability of the water utility**

The water utility shall compensate for damage caused to a person or to the property intended for private use or consumption and used by the injured person mainly for such purpose due to a fault in water supply or sewerage for runoff water.

The above also applies to a customer who is a housing company or other similar housing association, when the damage has been caused to property that is mainly used for housing.

The water utility will only compensate the consumer for financial and indirect damage

caused by a fault in water supply or sewerage for runoff water. The water utility is only obliged to compensate for indirect damage if the error or damage is caused by negligence on the part of the water utility. Indirect damages are listed in Section 28 (3) of the Water Services Act.

The water utility shall not be liable for any inconvenience, damage or loss of benefit caused to the customer by such supply interruptions and restrictions that are not due to a water supply error.

The water utility shall not be liable for any inconvenience, damage or loss of benefit due to fluctuations in water quality and pressure or interruptions or restrictions in the reception of sewage, which are not due to a fault in the water supply or sewerage for runoff water.

The water utility is also not liable for any damage, inconvenience or loss of benefit resulting from the water supply or sewerage for runoff water of the property being interrupted at the customer's request or as a result of equipment, actions or omissions by the customer or a third party.

## **7.7 Prevention and limitation of damage**

In order to prevent damage, in the event of its occurrence or threat thereof, the contracting party shall take all measures to prevent or limit the damage which may reasonably be required. If the customer causes damage by their own actions, the water utility is not obliged to compensate for the damage. Damage caused to the contracting party by the limitation of the damage to be compensated in accordance with these terms and conditions shall be compensated.

## **7.8 Restrictions on the quantity and quality of water discharged into the public sewer**

The customer may not discharge into the water utility's sewers the kinds of waters or waters containing concentrations of pollu-

tants which are separately regulated or prescribed by Government decisions or official regulations or which are harmful to the operation of sewers, pumping stations and treatment plants or sewage sludge treatment and recovery or receiving water.

Sewage water must not be cooled so cold that it poses a risk of freezing in the sewer network or disturbs the operation of the treatment plant.

Petrol, solvents, flammable or explosive substances or other hazardous waste must not be discharged into the water utility's sewer.

The following must not be discharged into the water utility's sewer in such a way as to cause harm or danger of damage:

- articles, textiles, metals, sand, earth, glass, rubber, plastics, grease, oil or other municipal or industrial waste which may cause clogging of the sewer or impede the treatment of sewage or a substance which, in reaction with sewage, may cause clogging, corrosion or significant rise in heat in sewage;
- substances forming toxic or toxic gases, acids or corrosive to sewer structures;
- sewage with a pH value (acidity value) at the junction of the public sewer of less than 6.0 or more than 11;
- a large instantaneous amount of water or a large amount of water with a temperature exceeding +40 °C;
- other substances harmful or toxic to the sewer or discharge water or substances that interfere with the operation of the sewer network or sewage treatment plant or endanger workers' health.

The discharge of runoff water and/or drainage water from foundations into the sewage system, as well as the discharge of sewage into the sewerage for runoff water system, is prohibited, unless the discharge has been agreed in a separate contract.

## 7.9 Customer responsibility and reporting obligation

The customer shall be liable to the water utility, other customers and third parties for the inconveniences and damages caused by non-compliance with the above-mentioned instructions and safety periods, exceeding the maximum levels specified in the agreement and Government decrees or decisions and non-compliance with the prohibitions mentioned in clause 7.8 above. These include inconveniences and damage to the plant, sewage treatment, receiving water system or sewage sludge recovery.

If prohibited or harmful substances have entered or are threatened to enter the sewer from the property, the customer must immediately notify the water utility.

The customer is obliged to notify the water utility of any changes that affect the quality of the sewage or sewage sludge coming from the property to the water utility. Information on changes in the quality of sewage or sewage sludge and the conditions affecting them must be provided to the water utility at least two weeks before the changes are implemented.

## 8. PROPERTY WATER SUPPLY AND SEWER EQUIPMENT

### 8.1 Water supply and sewer equipment

The property's water supply and sewer equipment are defined above in Section 1.13 of these Terms of Delivery.

### 8.2 Construction regulations and instructions

In addition to what the Building Control Department deems necessary, the design, installation, modification, repair and maintenance of the water supply and sewer equipment and inspections of the equipment must comply with the legislation and regulatory

regulations and guidelines for the equipment and work management based on legislation and the requirements issued thereunder.

### 8.3 Planning and installing

The connecting party is obliged to notify the water utility of the start and progress of installing water supply and sewer equipment in accordance with the instructions given by the water utility.

If the property to be connected has previously built water supply and sewer equipment that the connecting party wishes to continue to use, the connecting party must present, if required, drawings of the equipment specified by the water utility. The water utility can inspect the equipment and decide to what extent the equipment is acceptable.

If the connecting party wishes to change or supplement the water supply and sewer equipment or introduce other equipment in addition to the water supply and sewer equipment previously notified to the water utility, or significantly increases the use of water or sewage in a way that could not be required when dimensioning the property's water pipes and sewers, plans for them must be submitted to the Building Control Department of the location of the property and further to the water utility.

The water utility points out any deficiencies it finds to the connecting party, but submitting equipment, drawings or plans to the Building Control Department, other authority or water utility does not transfer the customer's responsibility for the feasibility of the plans or the proper operation of the property's water supply and sewer equipment to the water utility.

### 8.4 Modification of plot piping outside the connecting party's property

The connecting party is obliged to contribute to the costs of the renovation and alteration of the plot services pipes in proportion to the

benefit they have received, if the alterations are carried out in connection with and as a result of the alterations to the water utility's networks. This applies to the part of the plot service pipe in an area other than the connecting party's property when the connection point is outside the area of the connecting party's property. Unless otherwise agreed between the connecting party and the water utility, the cost shares shall be distributed as follows:

Pipes service time Years	Water utility share of costs %	Connecting party's share of costs %
0–20	100	0
20–30	70	30
30–40	40	60
over 40	0	100

If the connecting party wishes to move the plot lines to another location at their own expense, the measure must be agreed in writing with the water utility.

The water utility informs the connecting party in advance about the schedule and estimated costs of the renovation and alteration of the plot lines.

### 8.5 Responsibilities of the water utility

The water utility carries out the connection work of the plot pipes to its own pipelines. The water utility is responsible for the work performed in accordance with the general terms and conditions of the construction contract in force at the time.

If the water utility finds that the customer's water consumption is so high that there is reason to suspect a leak in the property's water supply and sewer equipment, the water utility will bring the matter to the customer's attention.

### 8.6 Customer responsibilities

The owner or holder of a property connected to the water utility's network is responsible for the water supply and sewer equipment of the property up to the connection point. The customer must design, build and maintain the water supply and sewer equipment in such a way that it does not cause harm to the property, the water utility or a third party, and that the water remains in compliance with the quality requirements set by the authorities controlling the quality of domestic water. Leaky sewers, for example, are considered a disadvantage.

The owner or holder of the property shall also be responsible for any equipment, installations or systems on the property other than those referred to above which are used on the property to supply or treat household water, sewage or runoff water and drainage water from foundations.

If the customer's sewage as such does not meet the requirements for sewage discharged into the public sewer or contains a significant amount of substances harmful to the water utility, it must be pre-treated before being discharged into the sewer in a manner approved by the water utility.

The customer is obliged to take care of the renewal and repair of its plot pipes or the equipment belonging to them, which may complicate or endanger the operation of the water utility. If, despite the water utility's request, the customer fails to carry out the repair work, the water utility may set a reasonable time limit within which the work must be carried out at the risk of interrupting delivery. The water utility may charge the customer for water wasted during a possible leak.

The customer is obliged to immediately notify the water utility of any defects and leaks found in the plot pipes and in the water utility's equipment.

The customer is responsible for the condition of the property-specific water supply and sewer equipment. The customer must regularly inspect and maintain its property-specific water supply and sewer equipment, such as equipment for water supply pres-

sure boosting and lowering, sewage pumping, treatment and supply level preparedness, water supply and sewage supply interruption preparedness, and other similar equipment.

The customer must ensure that the separators used in the sewage system of the property (sand separators, oil and petrol separator, grease separator, amalgam separator) are emptied regularly so that the separators remain in working order at all times. In addition, the separators and their alarms must be serviced regularly to ensure that the separator equipment operates as intended. When emptying and servicing the separators, the customer must also comply with the waste management regulations issued by the authority.

The water supply and sewer equipment of the property must otherwise be kept in such a condition and so used so that it does not pose a danger or harm to the use of the water utility's equipment or to health or the environment. The customer is obliged to follow the instructions or regulations issued by the water utility for the installation, use, maintenance, and monitoring of these devices. At the written request by the water utility, the customer is obliged to remove the property-specific water supply and sewer equipment that disrupt the water utility's operations.

The customer must not close or open the shut-off valve in the plot service pipe without the permission of the water utility.

## **8.7 Using the customer's water supply and sewer equipment in exceptional situations**

In an exceptional situation, the water utility has the right to temporarily supply water to another customer via the plot service pipe of the customer's property or to direct a customer's sewage to another customer's sewer. The customer is entitled to compensation corresponding to the usage fee based on the measurement or evaluation of the observed damage.

During or immediately after a water utility malfunction, the water utility has the right to

use the customer's water supply and sewer equipment to flush the public water supply. The customer is entitled to compensation corresponding to the usage fee based on a measurement or evaluation.

## **8.8 Special regulations for water supply and sewer equipment**

If, due to business or other reasons, the customer requires uninterrupted water supply, sewerage or has special demands on water quality, the customer is obliged to prepare for interruptions or water quality fluctuations mentioned in Chapter 7 due to water utility malfunctions with property-specific safety devices, reserve water tanks or other property-specific equipment to ensure water supply, sewerage or water quality. Water equipment connected to the water utility's water supply must not be connected to water equipment receiving water from another water source.

If the height or height level of an individual property to be connected differs significantly from the height or height levels of the properties generally in the area, the connecting party is obliged to equip their property with property-specific equipment for increasing or lowering the water supply pressure. Property-specific equipment required to increase or decrease the water supply pressure may only be installed with the separate permission of the water utility.

If the height level of the associated property is such that it is not possible to discharge sewage to public sewers without pumping, the connecting party is obliged to equip their property with pumping stations to drain the sewage.

The drainage inside the building must not be connected to a runoff water sewer.

The building must have a ventilation drain in accordance with official regulations and instructions for construction.

A waste mill may only be installed with the permission of the water utility.

## **9. PROPERTY EXTINGUISHING WATER EQUIPMENT**

### **9.1 Agreement on sprinkler equipment**

A sprinkler contract is concluded between the customer and the water utility for the connection of the property's sprinkler equipment to the water utility's network and the supply of extinguishing water to the sprinkler equipment. The contract is made in writing or electronically.

The connection between the water utility and the customer is based on the connection of the sprinkler equipment and the delivery and use of the water utility's service, which is stated in the sprinkler contract and the water utility's delivery conditions for the sprinkler connection parties.

### **9.2 Application and contract**

The customer must make a written application to the water utility for the procurement and connection of extinguishing water when automatic extinguishing water equipment is to be built on the property.

The water utility may enter into the sprinkler contract referred to above if the water utility considers that the connection will not be detrimental to the supply of water for household use or to other water utility activities. The water utility has no obligation to accept sprinkler equipment for direct connection to the network.

## **10. USE OF CUSTOMER PROPERTY**

### **10.1 Location of pipes, equipment and signs**

The water utility has the right, after consulting the owner or holder of the property and without payment, to place the necessary pipes, equipment and signboards in the connected property in an appropriate place

that minimises the disruption of the use of the property. Such pipes, equipment and signs are intended for the supply of water, the monitoring of water quality, the drainage of sewage, the maintenance of networks or the taking of extinguishing water for fire and rescue purposes.

## **10.2 Ventilation of public sewers**

The customer is obliged to allow the water utility sewer to be ventilated through the sewer of the property.

## **10.3 Movement and operations on the customer's premises and property**

The customer shall allow a representative of the water utility to enter their premises for installation, inspection, and other measures necessary for the water utility's operation.

If necessary, the water utility's representative or authorised person may move around the customer's property and perform the necessary measures for the construction, maintenance, and operation of the water supply and runoff water system. Unless there is a special reason, the water utility shall notify the customer of the movement and measures in advance.

The water utility ensures that the movement on the customer's property and the performance of measures there cause as little inconvenience or damage to the property or its use as possible. The water utility shall compensate for the inconvenience and damage caused to the property or its use, except for a temporary decrease in comfort or temporary restriction of the use of the property or other minor inconvenience and damage comparable thereto.

# **11. DISPUTES**

Disputes between the water utility and the customer regarding these General Terms of Delivery shall be settled in court. The action is brought in the district court of the location

of the property connected to the water utility, unless otherwise agreed in individual cases or due to mandatory legislation.

A customer who is a consumer referred to in Section 1.10 above may submit to the Consumer Disputes Board disputes concerning the General Terms of Delivery of the water supply contract which fall within the remit of the Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)) and bring an action in the district court of the location of their place of residence.

Before submitting the issue to the Consumer Disputes Board, the consumer must contact the Consumer Advisory Services ([www.kuluttajaneuvonta.fi](http://www.kuluttajaneuvonta.fi)).