

Connection and user contract terms and conditions

TAMPERE
Water

1 September 2017

TERMS AND CONDITIONS

General information

Section 1

For the purposes of this contract, the customer means the owner of the property, the holder of the property or another party who is a contracting party to the water utility plant (hereinafter "water utility").

For the purposes of this contract, 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.

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

Section 2

The contracting parties undertake to comply with the terms and conditions of this contract, the general delivery terms for water supply and sewerage for runoff water and the water utility's charge or price list, and, in the case of sepacharge payments, the service fee price list.

Section 3

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.

Section 4

The water utility may also enter into a user contract with the property holder if the connecting party gives their written consent and if the water utility has no receivables from

the connecting part concerning overdue payments.

In addition, the connection fee for the property must have been paid.

In the absence of any other subsequent user contract, the user contract between the connecting party and the water utility shall apply.

Section 5

The customer is responsible for making the payments referred to in Section 2 above to the water utility.

The connecting party is responsible for the connection fee, basic fee and usage fee of the property. Where the water utility has entered into a user contract with the property holder, the responsibility for the payments is divided, unless otherwise agreed, so that the connecting party is liable for the connection fee to the water utility and the property holder is liable for the basic and usage fees. The connecting party is also responsible for any additional connection fees in accordance with the water utility's charges or price list.

Section 6

Where the customer has the right to terminate the contract or suspend the provision of the service, the customer shall notify the water utility in writing or electronically no later than two weeks before the desired date of termination of the contract or the time of suspension.

Conditions for connecting the property

Section 7

The property is connected to the water utility's water supply and/or waste water and/or runoff water sewer, as specified in the contract.

The connection point of the plot water service pipe, the connection points and heights of the plot sewer pipes for waste water and runoff water, the location of the plot's sewers with their equipment, the pressure level of the water supply at the connection point, and the full supply levels for waste water and runoff water specified for the property are

shown in the drawings/application/statement attached to this contract.

Hereinafter, the terms "plot waste water sewer pipe" and "plot runoff water sewer pipe" are used in these terms and conditions. The plot water pipe and the above-mentioned sewer pipes serve as the service pipes of the plot.

Section 8

Before the installation of the water supply and sewer equipment (KVV equipment) on a property, the plans concerning them shall be submitted to the Building Control Department of the City of Tampere and, to the extent set out in this contract, to the water utility for inspection.

Section 9

The possible supply of water, discharge of waste water and runoff water during construction, as well as their invoicing, shall be agreed upon separately.

Section 10

The construction, maintenance, reconstruction and earthworks of a plot service pipe, plot waste water sewer pipe and plot runoff water sewer pipe shall be performed at the expense of the connecting party.

The plot service pipe is purchased and installed at the connecting party's expense by the connecting party or the water utility. If the connecting party performs the acquisition and installation of the plot service pipe, the water utility will determine and approve the material, size and placement of the plot service pipe. The water utility always performs the connection work.

The water utility invoices the connecting party for the purchases, installations and work performed in accordance with the water utility's charges or price list.

The connecting party undertakes to follow the instructions given by the water utility in the construction of the plot water service pipe and in the earthworks, procurement and installation of the plot service pipes.

Section 11

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

Section 12

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 section, 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.

Section 13

When the property is transferred, this contract and the connection fee based on it are transferred to the acquiring party.

If both the opening of the connection and the payment of the relevant connection fee have taken place before 1 April 2018, the connection fee is refundable. The connection fee will be refunded when the use of the water utility's services ceases permanently on the property as the buildings are taken out of use and the connection and user contract is terminated. The connection fee will be refunded as it was paid and will not be subject to index increases or interest. In connection with the return, the customer will be charged separately for any services subject to VAT that may arise from the disconnection.

Termination of the connection contract is subject to the general supply conditions of the water utility and the provisions of the Water Services Act concerning the termination of the contract for connection to the network. What is said above about the connection fee also applies to the additional connection fee. However, the additional connection fee is refundable when the basis for it has been met and it has been paid on or after 1 April 2004.

Terms of use and provision of services

Section 14

The water utility shall supply the customer with water for household use and/or receive the customer's residential waste water or other decommissioned water of equivalent quality and/or runoff water and subsurface drainage water from foundations in accordance with this contract and the general terms and conditions of supply of water and sewerage for runoff water in force at the time of installation. The sections on runoff water in the contract terms and conditions also apply to subsurface drainage water from foundations.

Section 15

Unless otherwise agreed, the customer shall provide the water meter reading data for

invoicing once a year at the written request of the water utility.

Section 16

If the customer changes, the customer who entered into the contract is responsible to the water utility for the water consumption and sewage discharges of the property until the water meter is read, which must be made no later than two weeks after receipt of the change or termination notice. In other respects, the provisions for the recovery of overdue receivables shall be complied with.

Section 17

When the water utility enters into a user contract with the property holder, it shall be complied with instead of the user contract between the water utility and the connecting party as long as it is valid. When the user contract between the property holder and the water utility expires, the contract between the connecting party and the water utility shall be automatically complied with from the date of termination.

Upon receipt of a notice of termination of the user contract from the property holder, the water utility shall notify the connecting party thereof. 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.

Section 18

When concluding the contract, the customer has received one copy of the water utility's current general delivery conditions for water supply and sewerage for runoff water, as well as the water utility's charges/price list/payment document.

Section 19

This contract shall enter into force when it has been signed by the contracting parties.

Section 20

This contract is made in two (2) copies of the same content, one (1) to each of the parties.