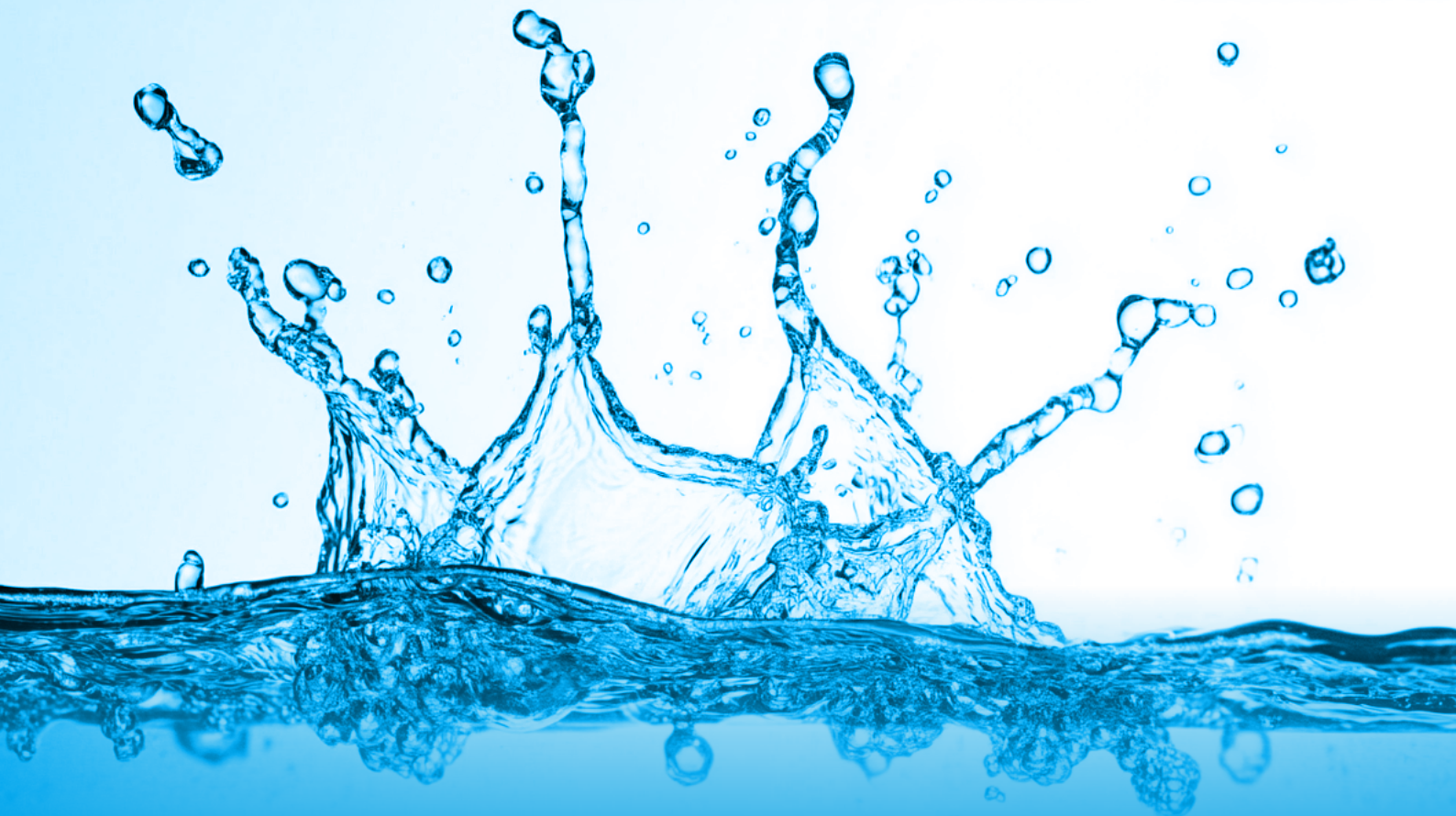




# Tap water General Terms and Conditions





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## Article 1 - Definitions and applicability

1. In these General Terms and Conditions, the following definitions apply:

**Connection:** the Company's pipeline connecting the Tap Water System to the Water Main, including the Metering System and all other equipment installed in or on that pipeline by or on behalf of the Company, such as return valves, service valves and constant flow valves;

**General** Terms and Conditions: these Tap Water General Terms and Conditions 2026 of the municipality of Amsterdam;

**Company:** the municipality of Amsterdam, represented for this purpose by the Tap Water Director of the foundation Stichting Amsterdam Water, located at Korte Ouderkerkerdijk 7, 1096 AC Amsterdam (Postbus 94370, 1090 GJ Amsterdam);

**Consumer:** a Customer who is acting in the capacity of a natural person and not in the course of a profession or a business;

**Tap Water System:** the combination of internal pipework, fittings and appliances present in/on/at a Plot that is directly or indirectly connected to the Company's supply network;

**Water Main:** the pipeline of the Company on which Connections can be established;

**Customer:** the person who has submitted an application to the Company for the establishment, extension or modification of a Connection and/or the person who obtains tap water from the Company and/or has access to a Connection;

**Supply:** the supply or provision of tap water;

**Metering System:** the equipment of the Company intended to determine the volume of the Supply and the data deemed necessary by the Company for billing purposes and to check consumption;

**Plot:** any movable or immovable property, or any part or combination thereof, including the meter cupboard or meter shaft if this is located outside the movable or immovable property, for the benefit of which a Connection has been or will be established, or a Supply is being or will be made, all of this at the Company's discretion.

2. These General Terms and Conditions form part of the contract between the Company and the Customer. In addition, technical connection conditions and rates regulations apply to the contract. These General Terms and Conditions and all contracts to which the Company is party are governed exclusively by Dutch law.

3. Written/in writing includes an electronic means of communication (such as email).

4. In these General Terms and Conditions, the Customer will be referred to as he/him/his, which should be understood to include 'he', 'she', 'it' or 'they' or any other pronoun by which the Customer would like to be addressed.



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## **Article 2 – Application for and the establishment, extension or modification of a Connection**

1. An application to establish a Connection or to extend or modify an existing Connection and an application to install, reposition, replace or remove a Metering System are to be made in a manner permitted by the Company (such as, for example, via [mijnaansluiting.nl](http://mijnaansluiting.nl)).
2. A Connection or an extension or modification of an existing Connection is only to be established by or on behalf of the Company. The manner of implementation and the location of the Connection as well as the number of Connections will be determined by the Company, if possible in consultation with the Customer. In principle, only one Connection per Plot is allowed.
3. The Company is authorised not to establish, extend or modify a Connection or not to install, reposition, replace or remove a Metering System or is authorised to impose special conditions on this in order to prevent damage to the interests of the Company or those of one or more of its Customers.

Such a case may arise, among other things, if:

- a. the Supply capacity of the Company at the location is insufficient;
  - b. in the Company's reasoned opinion, the Tap Water System is too far from the nearest Water Main;
  - c. the necessary permits and consents for establishing, extending or modifying the Connection cannot be obtained or can only be obtained on terms that are too onerous for the Company;
  - d. the Connection and/or the Supply only serve as a reserve or are only applied for for a short period of time;
  - e. it is to be expected that the use of the Connection will cause disruptions in the Company's network;
  - f. the application relates to the individual metering of a Plot that does not meet the description of the term 'independent dwelling' as referred to in Article 7:234 of the Dutch Civil Code, or if the application relates to the individual metering of a unit in/ on a multi-tenanted office building/business park;
  - g. the application relates to the individual metering of a Plot that does meet the description of the term 'independent dwelling' as referred to in Article 7:234 of the Dutch Civil Code, but for which there is a joint or central Metering System for the purpose not only of determining the volume of the Supply but also for determining the volume of the supply of other utilities such as electricity, gas and heat;
  - h. the application relates to the individual metering of a Plot, even though the Tap Water System (as present in/at that Plot) has not yet been made suitable (by the Customer) for individual metering;
  - i. the application relates to collective metering (through a joint or central Metering System) of a Plot that is made up of several independent dwellings as referred to in Article 7:234 of the Dutch Civil Code.
4. The Company will reject the application for the establishment, extension or modification or total or partial removal of a Connection and/or the application for the installation, repositioning, replacement and/or removal of a Metering System if the Customer fails to fulfil his obligations to the Company.



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### **Article 3 – Maintenance, inspection, replacement, repositioning, extension, modification and removal of a Connection**

1. A Connection (which remains the property of the Company at all times) is only to be maintained, inspected, replaced, repositioned, extended, modified and removed by or on behalf of the Company. Unless there is an urgent or force majeure situation, this will take place, where possible, after prior notification has been given to and, where possible, in consultation with the Customer.
2. The Customer is not entitled to make any modifications to the Connection unless he has received the prior written consent of the Company.
3. Maintenance and inspection of the Connection are at the expense of the Company. Without prejudice to the provisions of Article 11.1 of these General Terms and Conditions, any inspections, maintenance, replacement, repositioning, extension, modification, repair and removal are at the expense of the Customer if:
  - a. this is done at his request;
  - b. this is due to circumstances (including but not limited to service interruptions or leaks or unauthorised modifications) attributable to him.

### **Article 4 – Rights with respect to the Plot**

1. Both for his own benefit and for the benefit of third parties, the Customer will allow pipes to be laid, Connections to be established, branches to be added to existing Connections and Metering Systems to be installed, repositioned, replaced or removed, and for these and existing pipes, Connections or branches or Metering Systems to be retained, maintained, extended, modified or removed, in, at, on, under or above the Plot. Any damage the Company causes to the Customer as a result of such work will (subject to the provisions of Article 19 of these General Terms and Conditions on liability) be repaired or compensated by or on behalf of the Company within reason.
2. The Customer will ensure that the Connection, a Metering System (intended for the Supply to a Customer residing at the relevant Plot or beyond it), if applicable the Water Main, provided that the Company informed the Customer or his predecessor of the presence of the Water Main, as well as the pipes, Connections and branches referred to in paragraph 1 are easily accessible. If one or more of the aforementioned parts thereof are no longer easily accessible due to an act of or omission by the Customer or a predecessor of the Customer, the Customer must remove the obstacle concerned. If the Customer does not do so of his own accord, the Company may demand that the Customer restore accessibility within a reasonable period to be set by the Company. The Company may deviate from the foregoing obligation to give the Customer a reasonable amount of time to restore accessibility if there is an emergency and the emergency justifies this deviation.

If that does not happen or the Company invokes the emergency, the Company has the right to do the following and to charge the Customer for this:

- a. to remove any obstacles;
- b. to change the route of the relevant Connection(s), pipe(s) and/or branch(es);
- c. to establish one or more entirely new Connections, pipes and/or branches.



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## **Article 5 – The Tap Water System**

1. The Tap Water System must comply with the provisions of or pursuant to the Company's connection conditions.
2. Work on the Tap Water System is to be carried out by those who have the necessary professional competence and suitable equipment, subject to the Company's connection conditions.
3. The Customer is to ensure that the Tap Water System is properly maintained. At the Company's request to that effect, he is obliged to provide the Company with all the requested information concerning the Tap Water System.
4. The Company is authorised to inspect a Tap Water System as often as the Company deems this necessary. If, in the Company's reasoned opinion, a Tap Water System does not comply with the provisions of or pursuant to the Company's connection conditions, the Customer is obliged to have defects repaired at his expense - and, if necessary, immediately - and to follow possible instructions given by the Company in this regard.
5. The Company will inform the Customer when an inspection visit is due to take place. If the Customer cannot receive the inspector at that time, he is to inform the Company of this in writing no less than two (2) calendar days before the inspection visit. If (1) the Customer cancels the inspection visit at a later time or (2) the inspector is not granted access to the Tap Water System at the time of the scheduled visit or (3) the water quality complaints for which the inspector is visiting are found to have a cause after the supply point, the Company will be entitled to charge the costs incurred. The Company refers to its rates regulations for the amount of these costs.
6. If, at a Plot that will be or has been connected, there is another system for the supply of water or this is to be installed in addition to the Tap Water System, the Customer is obliged to inform the Company of this immediately and to provide the Company with all the necessary information concerning that system. There may be no connection between the Tap Water System and any such other system.

## **Article 6 – Supply contract**

1. The Supply takes place pursuant to a contract between the Company and the Customer.
2. A Supply contract commences on the day on which the Customer first uses tap water from the Company and/or has access to a Connection. The Company may require the contract to be in writing. The Company may refuse to enter into a contract on the same grounds as those set out in Article 9 of these General Terms and Conditions on interruptions to the Supply.
3. A contract is valid for an indefinite period of time, unless otherwise agreed in writing. If the contract is entered into with two or more Customers, the Company may require joint and several liability for performance of the contract.



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4. Both the Customer and the Company may cancel the contract. Notice of cancellation by the Customer must be given in writing subject to a notice period of at least nine (9) calendar days, unless the Company accepts a different method and/or notice period. Notice of cancellation by the Company must be given with reasons and in writing and is only possible if there are compelling interests for doing so and subject to a notice period of at least ninety (90) calendar days.  
Notwithstanding the foregoing, a Consumer whose Supply is not determined by a Metering System or is determined through a collective Metering System may only cancel the contract upon a transfer of ownership of the Plot or upon termination of occupancy of the Plot.
  5. If the Company has equipped the Plot with a Metering System, the Customer is obliged to submit the last meter reading to the Company within fourteen (14) calendar days of the end date (the date on which, in principle, the contract was due to end in accordance with the notice of cancellation). Until the Customer has submitted the last meter reading, he remains bound by what is stipulated in or pursuant to the contract and these General Terms and Conditions. If the Customer has still not submitted the last meter reading fourteen (14) calendar days after the end date, the Company will be entitled to estimate the last meter reading in accordance with the provisions of Article 13.2 of these General Terms and Conditions, draw up the final bill based on that estimate and cancel the contract giving fourteen (14) calendar days' notice.
  6. If the Customer has not cancelled the contract subject to the notice period referred to in paragraph 4, or if the Company has not been given the opportunity within the notice period to perform the actions necessary for the cancellation of the contract, the Customer will remain bound by what is stipulated in or pursuant to the contract and these General Terms and Conditions until he has fulfilled all his obligations arising from them.
  7. In the event of a restriction on or interruption to the Supply as referred to in Articles 8 and 9 of these General Terms and Conditions, the contract will remain in full force and effect.

#### **Article 7 – Nature of the Supply**

1. The Company supplies tap water in accordance with the Tap Water Act and any related laws and regulations.
2. The Company does not guarantee the continuity of the Supply. If circumstances arise as a result of which the Supply is or has to be interrupted, the Company will make every reasonable effort to resume the Supply in the shortest possible time. In certain circumstances, the Company may issue a boil-water advisory. The Company will make every reasonable effort to lift the boil-water advisory in the shortest possible time.

#### **Article 8 – Restrictions on or interruptions to the Supply in special circumstances and when carrying out work**

1. The Company is authorised to restrict or interrupt the Supply, to prohibit consumption for certain purposes or to attach special conditions to the Supply if (for example, but



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not necessarily limited to) this is in the interests of the long-term security of the public tap water supply.

2. If this is necessary or desirable in its opinion, the Company may, in connection with work being carried out in the interests of safety or in the event of a reasonable risk of damage, limit or interrupt the Supply for the shortest possible time - if possible after giving a prior warning of this. In the case of scheduled work, the Company will notify the Customer of the work at least two (2) calendar days before it is due to be carried out.
3. The Company is authorised to make provisions at the site of the Supply that limit the volume flow to a value to be determined by the Company.

### **Article 9 – Interruptions to the Supply due to non-performance**

1. After giving a prior warning - unless this cannot be required of the Company for reasons of safety - the Company is authorised to interrupt the Supply if and for as long as the Customer fails to comply with one or more articles in these General Terms and Conditions or the regulations applicable pursuant to these General Terms and Conditions. Such a case may arise, among other things, if:
  - a. the Tap Water System does not comply with the provisions of or pursuant to the Company's connection conditions;
  - b. one or more of the prohibitions set out in Article 17 of these General Terms and Conditions have been breached;
  - c. in accordance with the provisions of Article 15 of these General Terms and Conditions, the Customer is in default of paying amounts due under these General Terms and Conditions. The Supply may only be interrupted in this case if payment has still not been made within the new deadline specified in Article 15.6 of these General Terms and Conditions and no request for a payment plan is pending as referred to in Article 15.7 of these General Terms and Conditions;
  - d. the Customer fails to comply with an applicable payment plan.
2. In the event of non-compliance as referred to in the previous paragraph, the Supply to a Consumer may only be interrupted if one of the situations referred to in points a to d of that paragraph applies. In this regard, it is only the Supply to the Plot to which that situation relates that may be interrupted. This is only different if the Company has a claim against the Customer as referred to in paragraph 1(c) relating to a previous Plot of the Customer. In that case, the Supply to the Plot where the Customer resides may be interrupted.
3. The Company will only exercise its power as referred to in paragraph 1 in accordance with the Regulation on the Disconnection Policy for Small-Scale Consumers of Tap Water and if this is reasonably proportionate to the Customer's failure to fulfil his obligations.
4. The Company will not exercise its power to interrupt the Supply on the basis of the provisions of paragraph 1(c) if, within ten (10) calendar days of the rejection referred to in the first sentence of Article 15.7 of these General Terms and Conditions, the





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Customer has applied to the disputes committee referred to in Article 21 of these General Terms and Conditions in connection with such rejection in accordance with the regulations of this committee that are applicable for that purpose.

5. The interruption of the Supply referred to in paragraph 1 will not be reversed until the reason for it has been removed and the costs of interrupting and resuming the Supply, as set out in the rates regulations, have been paid in full. If the Company has suffered damage as a result of the Customer's non-compliance, subject to Article 19.8 of these General Terms and Conditions the Company may require these costs to be paid as well before the interruption of the Supply is reversed. The Company may attach further conditions to the resumption of the Supply to a business.
6. The exercise by the Company of its powers as referred to in this article and the previous article may not give rise to any liability of the Company for any resulting damage

### **Article 10 – Determination of the volume of the Supply**

1. The Company will decide how the volume of the Supply is determined. If this determination is made through measurement using a Metering System, the data obtained from it will be binding, without prejudice to the provisions of Articles 12 and 13 of these General Terms and Conditions.
2. Once a year, the Customer is obliged to record the reading from the Metering System ('the meter reading') in a manner to be determined by the Company and to notify the Company of this within a period specified by the Company. The Company will send a request to that effect. If the Customer fails to submit the meter reading to the Company for three (3) consecutive years, a fine as set out in the rates regulations will become payable. The foregoing is without prejudice to the Company's right to read the meter itself or have it read by a third party. The costs the Company incurs in this regard are to be borne by the Customer, as set out in the rates regulations.
3. If the Customer has not complied with the obligation referred to in paragraph 2 of this article or if the Company is not reasonably able to read the meter or if an error is made when the meter is read, the Company may determine the volume of the Supply in accordance with the provisions of Article 13.2 of these General Terms and Conditions, without prejudice to the Company's right to go on to determine the actual Supply on the basis of the meter reading and to charge this.
4. If the Company or the Customer has made an error when reading the meter or during the administrative processing of the relevant meter reading, if necessary a new meter reading will be taken before the provisions of Article 13.2 of these General Terms and Conditions apply equally.

### **Article 11 – The Metering System**

1. The Metering System (which remains the Company's property at all times) is to be installed and maintained by or on behalf of the Company and at the Company's expense, subject to what is stated in this regard in the rates regulations. Replacement,



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whether or not as a result of an extension to or modification of the Tap Water System, repositioning or removal may only be done by or on behalf of the Company. The associated costs will also be borne by the Company. However, the replacement or repositioning will be at the Customer's expense if the replacement or repositioning takes place at his request or is the result of his acts or omissions, except when such acts or omissions result from circumstances that cannot reasonably be attributed to him. The provisions of Article 12.4 of these General Terms and Conditions apply to any inspection of the Metering System.

As far as possible, the Company will inform the Customer in advance when the Metering System is due to be replaced or repositioned.

2. The Customer will ensure that the Metering System meets the technical connection conditions and is always easily accessible and can be read properly. Furthermore, the Customer is to protect the Metering System from damage, from the breaking of the seal and from frost damage. Article 4.2 of these General Terms and Conditions applies equally.
3. If a remotely readable Metering System has been installed, the Company is authorised to use all data obtained from it for the purpose of its operations and service provision.

#### **Article 12 – Inspection of the Metering System**

1. If there are doubts about the accuracy of the Metering System reading ('the meter reading'), either the Customer or the Company may require the Metering System to be inspected. If it is the Customer who requires an inspection, the Company will inform the Customer of what the inspection will entail and the associated costs. As far as possible, the Company will inform the Customer in advance about when the inspection will take place and/or when the Metering System will be taken away for inspection. On the Company's instructions, the inspection will be carried out by a certified expert in accordance with the prevailing testing method from the Regulation on the Quality Assurance of Water Meters.
2. The meter reading will be deemed to be correct if the volume flow recorded by the Metering System does not deviate from the actual volume flow by more than plus or minus 4% during the inspection.
3. The costs of the inspection and the replacement of the Metering System are to be borne by the party that requested the inspection to be carried out. If, according to the inspection, the deviation is greater than permitted, the costs will be borne by the Company.
4. As long as there is a possibility that the Customer will require a further inspection of the Metering System or the recalculation referred to in Article 13 of these General Terms and Conditions has not been settled, the Company will keep the Metering System at its disposal for the further inspection for up to six (6) weeks after sending the result of the inspection referred to in paragraph 2. If a dispute is pending, if possible the Company will keep the relevant Metering System or, if it has been put in a different location, will be able to trace it until there is a ruling on the dispute or the dispute comes to an end.



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### **Article 13 – Consequences of incorrect measurement**

1. If the inspection referred to in Article 12 of these General Terms and Conditions shows that the deviation is greater than permitted, the Company will determine the volume of the Supply on the basis of the results of the inspection. There will be a recalculation for the period in which the Metering System operated improperly, but this period will not exceed twenty-four (24) months if the Company has overcharged and eighteen (18) months if the Company has undercharged, backdated from the time the faulty Metering System was removed. However, in cases of fraud, the recalculation will cover the entire period.
2. If the inspection referred to in Article 12 of these General Terms and Conditions does not provide a practicable basis for determining the volume of the Supply, the Company is authorised to estimate the volume of the Supply in the relevant period in accordance with the best data available to the Company in this regard, with the benchmark being:
  - the volume of the Supply in the corresponding period of the previous year, or
  - the average volume of the Supply in a preceding and a following period, or
  - any other fair benchmark to be determined after consultation with the Customer.

### **Article 14 – Rates**

1. For the establishment, maintenance, extension or modification of a Connection and for the Supply, the Customer will owe amounts, including administrative fees, according to the Company's rates regulations that are in effect at the time of connection or consumption.
2. The Company determines which rate is applicable. If requested, the Customer is obliged to provide the information required for this purpose. Rates may change after the contract has been entered into. In accordance with Article 10(1) of the Tap Water Decree, annually by 1 December the Company publishes the rates applicable in the following calendar year on its website. The newly published rates apply from 1 January of the following year. If a Consumer does not want to accept the rate change, he may cancel the contract in accordance with the provisions of Article 6.4 of these General Terms and Conditions.
3. Any amounts the Customer owes under the contract may be increased by the taxes and levies the Company is authorised to charge. The Company will specify these increases on the bill to the extent possible

### **Article 15 - Payment**

1. The Company will charge the Customer for any amounts he owes under the contract by means of a bill. This does not apply to advance payments as referred to in paragraph 2 of this article if the Customer pays by direct debit.
2. If the Company so requires, the Customer owes advance payments on what he will have to pay for the Supply for the current billing period. The Company reasonably determines the amount of the advance payments, the period to which they relate, the times at which they will be charged and the time of settlement. This settlement



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will take place at least once a year, with the set-off of the advance payments. If circumstances change, the Customer may request the amount of the advance payment to be changed.

3. A bill is to be paid within fourteen (14) calendar days of receipt or within the period specified by the Company on or with the bill, if this is more than fourteen (14) calendar days. The Company indicates how the bill can be paid.
4. The obligation to pay will not be waived or suspended on the grounds of objections to the bill, unless the Customer lodges a notice of objection with the Company within the payment period referred to in paragraph 3 of this article, giving reasons for his objections to the bill. In consultation with the Customer, the Company will decide whether the payment obligation will be suspended until a decision has been given on the notice of objection.
5. The Customer is only entitled to set off amounts he has been charged against any amount the Company owes him if the legal requirements for set-off are met. However, a set-off against the advance payments referred to in paragraph 2 of this article is not allowed.
6. If the Customer has not paid within the period specified in paragraph 3, he is in default without further notice of default being required. The Company will notify him of this in writing, stating the consequences of non-payment within fourteen (14) days of the date of receipt of the notification by the Customer. In this regard, the Company will act in the manner described in Article 6:96(6) of the Dutch Civil Code. A consequence of the failure to pay within that last term is the Customer becoming liable to pay a fee for the reasonable costs of obtaining extrajudicial satisfaction in accordance with Article 6:96 of the Dutch Civil Code as well as statutory interest for each day that the payment is late, without prejudice to the provisions of Article 9 of these General Terms and Conditions. The amount of this fee is set out in the Extrajudicial Collection Charges (Fees) Decree.  
The Company may set and include different fees in the rates regulations for a Customer who is acting in the course of a profession or a business. In that case, the statutory provisions on standardising those fees do not apply.
7. If the Customer has submitted a written and reasoned request to the Company to set up a payment plan within the new payment period referred to in paragraph 6, the failure to pay will only have consequences from the time that the Company makes a negative decision - also in writing and with reasons given - on this request. The purpose of the payment plan is to pay off arrears. However, if circumstances arise during the term of the payment plan that may jeopardise the payment of the arrears, the Company may decide to discontinue or extend the plan

## **Article 16 – Guarantee, advance payment and deposit**

1. If there is reasonable justification for this, the Company may require a guarantee or bank guarantee from the Customer as security for payment of the amounts due under the contract, unless the Company applies the provisions of paragraph 2 or 3 of this article.



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2. The Company is entitled to require advance payment of the amount due on account of the establishment, replacement, repositioning, extension, modification or removal of a Connection.
  3. As security for the payment of the amounts due for the Supply, the Company may require the Customer to pay a deposit. The deposit will not exceed the amount that, in the Company's opinion, the Customer is likely to pay on average for the Supply over a period of six (6) months. The deposit will be paid back as soon as there is no longer any need for security and in any case as soon as possible after cancellation of the contract, less any amount still to be paid

### **Article 17 - Prohibitions**

1. The Customer is prohibited from:
  - a. causing nuisance or damage via the Company's network to the Company, third parties or other Customers by means of the Tap Water System;
  - b. breaking any seal affixed by or on behalf of the Company or having this done by someone else;
  - c. carrying out or having someone else carry out acts which result in the volume of the Supply not being able to be determined correctly or at all, or creating a situation which prevents the normal functioning of the Metering System or any other equipment of the Company or which prevents the Company's rates regulations from being applied correctly or at all;
  - d. using the Company's network for earthing electrical systems, appliances, lightning rods and suchlike.
2. The Customer is prohibited from supplying the tap water to the Tap Water System of another Plot without the Company's written consent. The Company may attach conditions to such consent.

### **Article 18 – Other obligations**

1. When implementing the provisions of or pursuant to these General Terms and Conditions, the Company will exercise such care as may be expected of a diligent company. In particular, the Company will endeavour as far as possible to avoid any nuisance or damage to the Customer when carrying out work.
2. When processing personal data during the implementation of the provisions of or pursuant to these General Terms and Conditions, the Company will take the necessary appropriate organisational and technical measures to ensure careful processing of personal data. More information on the purposes of the personal data processing by the Company and the rights of Consumers as data subjects are contained in the Company's data protection statement as published on its website.
3. The Customer is obliged to lend the Company his necessary cooperation in the application and implementation of the provisions of or pursuant to these General Terms and Conditions and in monitoring compliance with them, in particular by:
  - a. notifying the Company as soon as possible of any damage, defects or irregularities



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- he has observed or suspects in that part of the Connection that is present on his Plot, including the Metering System, which also includes the seal being broken;
- b. granting persons provided with an identity card or authorisation issued by the Company access to the Plot from 8 am to 8 pm (except on Sundays and public holidays), as well as on other days and outside these hours if there is an urgent reason for this;
  - c. notifying the Company of address and/or name/trade name changes in a timely manner.
4. The Customer is obliged to do what is reasonably possible to prevent damage to that part of the Connection that is present on the Plot.
5. If the Customer is not the owner of the Plot, he guarantees that the owner agrees that all acts the Company deems necessary for the establishment, replacement, repositioning, extension, modification or removal of a Connection, for the installation, repositioning, replacement or removal of a Metering System or for the Supply may be carried out both for his own benefit and, under Article 4.1 of these General Terms and Conditions, for the benefit of third parties. The Company may require the Customer to provide a written statement from the owner.

#### **Article 19 - Liability**

1. The Company's liability for breach of contract, for an unlawful act or for any other reason is limited to the following amounts per event:
  - a. €75 (in words: seventy-five euros) per Customer for costs to prevent property damage;
  - b. €1,500 (in words: one thousand five hundred euros) per Customer for property damage due to discontinuity in the Supply;
  - c. €7,500 (in words: seven thousand five hundred euros) per Customer for property damage with a cause other than that referred to at (b);
  - d. €7,500 (in words: seven thousand five hundred euros) per Customer for damage other than that referred to at (a)-(c);
  - e. if damage is caused to several Customers as a result of a single event, the Company's liability for the total damage of all Customers together is limited to €2,000,000 (in words: two million euros). If the total damage of these Customers exceeds this €2,000,000 (in words: two million euros), the Company will settle the claims of these Customers proportionately. This means that a Customer's claim may not be fully eligible for compensation even if it does not exceed the ceilings referred to at (a)-(d). The Company is not obliged to pay more compensation per event in total to all aggrieved Customers together than the aforementioned maximum of €2,000,000 (in words: two million euros).

The foregoing limitations and exclusions of liability do not apply in respect of a Consumer who suffers damage as a result of death or bodily harm for which the Company is liable by law.

2. For damage other than personal injury resulting from bodily harm or death, a threshold amount of €40 (in words: forty euros) applies. If the Company's liability is set at an



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amount that is higher than the threshold amount, the threshold amount will also be compensated.

3. In addition to the previous paragraphs, in respect of a Customer who is not a Consumer, the Company is,
  - a. only liable if and to the extent that the damage results from a shortcoming or unlawful act attributable to the Company;
  - b. only liable for damage insofar as it consists of personal injury resulting from bodily harm or death and/or property damage consisting of the destruction of, damage to or loss of items of property normally only intended for use or consumption in the private sphere and also actually used or consumed in the private sphere and/or if it consists of necessary costs to prevent this property damage;
  - c. not liable for damage to items of property used by the Customer in the course of a business or a profession, damage resulting from a business interruption, consequential damage, damage resulting from the inability to exercise a profession or a business or damage resulting from a loss of profits.
4. The Customer who is not a Consumer indemnifies the Company against and fully compensates the Company for third-party claims against the Company in connection with the contract or the performance or defective performance of the contract or any related contract or act in the event that such claims exceed the limits of liability agreed with the Customer.
5. The foregoing limitations and exclusions of liability do not apply to the extent that there is intent or deliberate recklessness on the part of the Company or its executive employees.
6. Damage must be reported to the Company in writing as soon as possible but no later than twenty-eight (28) calendar days after its occurrence, unless the Customer makes a plausible case for the fact that he could not have reported the damage earlier.
7. The liability rules set out in this article also apply to any other water company with which the Company cooperates for the purpose of the public tap water supply and to persons for whom the Company or that other water company is liable.
8. A Consumer's liability for damage is limited to an amount not exceeding €3,500 (in words: three thousand five hundred euros) per Customer and per event. This limitation does not apply to the extent that there is intent or deliberate recklessness on the part of the Customer

## **Article 20 - Fines**

1. If the Customer has acted in breach of the provisions of Articles 10.2 and 10.3, 11.2, 17 and 18.3 and 18.4 of these General Terms and Conditions, the Company is authorised to impose a fine on him of not more than €350 (in words: three hundred and fifty euros) per breach, without prejudice to the Company's right to performance and/or compensation and/or its power to interrupt the Supply.



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2. Notwithstanding paragraph 1 of this article, for Connections other than the standard water meter set-up, all breaches - regardless of the nature and cause of the breach and without prejudice to the Company's right to performance and/or compensation and/or its power to interrupt the Supply - are subject to a fine according to the Company's rates regulations, which depends on the size (internal diameter in mm) of the Connection.
  3. If there is a broken or damaged seal other than after a fire, an immediate fire hazard or written reported testing of the Tap Water System, in addition to charging the repair costs in accordance with the Company's rates regulations and based on an estimate by the Company of the quantity of tap water extracted, a fine will also be imposed in accordance with the Company's rates regulations, which depends on the size (internal diameter in mm) of the Connection.
  4. To the extent possible, the provisions of Article 15 of these General Terms and Conditions apply equally to any fines imposed

#### **Article 21 – Complaints and disputes**

1. Either the Customer or the Company may refer disputes between the Customer and the Company concerning the formation or performance of a contract to the Water Disputes Committee ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)) or to a competent court in the Netherlands.
2. The Water Disputes Committee/Business Water Disputes Committee will only process a dispute if the Customer has first submitted his complaint to the Company within a reasonable time after he discovered or could reasonably have discovered the fact on which the complaint is based. The dispute must be submitted in writing (or in another form to be determined by the Water Disputes Committee/Business Water Disputes Committee) to the Water Disputes Committee/Business Water Disputes Committee no more than ninety (90) calendar days after the complaint was submitted to the Company. For those cases referred to in Article 9.4 of these General Terms and Conditions, a period of ten (10) calendar days applies.
3. If the Customer submits a dispute to the Water Disputes Committee/Business Water Disputes Committee, the Company is bound by that choice.
4. If the Company wants a dispute to be dealt with, it will send the Customer a proposal in writing for the dispute to be dealt with by the Water Disputes Committee/Business Water Disputes Committee. In doing so, the Company will announce that it will submit the dispute to the competent court if the Customer does not agree in writing and within five (5) weeks to have the dispute dealt with by the Water Disputes Committee/Business Water Disputes Committee. If the Customer rejects the proposal or does not respond within the period of five (5) weeks and the Company does not submit the dispute to the competent court within two (2) months, the Customer may still submit the dispute to the Water Disputes Committee/Business Water Disputes Committee for consideration.





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5. The Water Disputes Committee/Business Water Disputes Committee will issue a ruling subject to the terms set out in the Regulations of the Water Disputes Committee (Business). Decisions of the Water Disputes Committee/Business Water Disputes Committee are issued by way of binding advice. A fee is payable for considering a dispute

## **Article 22 – Deviations from these General Terms and Conditions**

1. Deviations from these General Terms and Conditions may be allowed in special cases, at the discretion of the Company. These deviations will be recorded in writing as far as possible.
2. The Company will make reasonable arrangements in all cases not provided for in these General Terms and Conditions. The general part of the law of obligations and the other statutory provisions applicable to the Company are the starting point for this

## **Article 23 – Amendments to these General Terms and Conditions**

1. The Company may amend these General Terms and Conditions and the rules and regulations applicable on that basis. Amendments only become effective thirty (30) calendar days after the day on which the amendments are announced, unless the announcement specifies a later effective date. However, amendments to the rates regulations become effective ten (10) calendar days after the day on which the amendments are announced, unless the announcement specifies a later effective date.
2. An announcement on the Company's website is deemed to be an announcement.
3. Amendments also apply to pre-existing contracts. If a Consumer does not want to accept an amendment, he may cancel the contract in accordance with the provisions of Article 6.4 of these General Terms and Conditions

## **Article 24 – Bijzondere bepalingen**

1. In the event that the Company has to or wants to transfer its rights and obligations under the contract referred to in Article 6 of these General Terms and Conditions to a third party, the Customer hereby consents to this in advance. The foregoing does not apply to a Consumer, unless there is a situation in which the Company has expressly stated in writing that it is liable to the Consumer for the performance by that third party or the transfer takes place in connection with the transfer of a business that includes both those obligations and the rights stipulated in exchange.
2. On the basis of Article 39 et seq. of the Tap Water Act, the Company is entitled to request information from its Customers - possibly with the help of a third party - in view of its legal obligation to carry out performance comparisons/benchmarking to improve its services, taking account of the laws and regulations relating to the General Data Protection Regulation.



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## **Article 25 – Final provisions**

1. These General Terms and Conditions take effect on 1 January 2026 and replace the General Terms and Conditions for Tap Water of the municipality of Amsterdam 2012..
2. These General Terms and Conditions may be cited as the 'Tap Water General Terms and Conditions of the municipality of Amsterdam 2026'.