

Updated: 26 June 2018

Please Note: These Terms are subject to revision from time to time and cover all regions where South West Water Limited holds a water and/or sewerage supply licence. This form can be used for customers in the South West Water and Bournemouth Water region.

Contracting Retailers (“**You**” “**Your**” and deemed to include Your non-household customer or any third party acting on behalf of your non-household customer) are required by the Wholesale Retail Code, Part B, Clause 4.5 to submit an application and obtain South West Water Limited’s (“**SWW**” “**We**” “**Us**” “**Our**”) consent for the installation of logging or flow monitoring equipment (whether such equipment belongs to You, Your non-household customer or any third party acting on behalf of your non-household customer) (“**Retailer Equipment**” “**Equipment**”) on Our meter assets prior to installation.

We require you to complete an [online enquiry](#) in order for Us to assess Your application.

We will respond to Your application to install Retailer Equipment within five [5] business days of receiving it. If You have not heard from Us within that timescale and We have not requested additional information, You may assume that We have consented to Your application, subject to the terms and conditions contained in this document.

You agree to accept these Terms (on behalf of Your non-household customer where applicable) and the terms in it as a condition of Our consent to install Retailer Equipment and Our continuing permission for that Retailer Equipment to remain on Our network.

Please note that in some circumstances, We will charge You in connection with Retailer Equipment in accordance with these Terms and/or the charges set out in Our annual Wholesale Tariff Document or where specifically agreed in writing with You.

1) When Will We Refuse An Application To Install Retailer Equipment?

- i) We will not consent to an application on any site where Our Equipment is already installed. You must inform Us immediately via email on discovering any Equipment installed on the meter. For the avoidance of doubt, We will not, as a matter of policy, permit the use of splitter cables except where We have an IZAR BE device installed and/or the installation of more than one logging device on Our meters. Please contact us by emailing wholesaleaccountmanagement@southwestwater.co.uk or calling 0344 248 0575.
- ii) If We determine (at Our sole discretion) that any existing Equipment belongs to a third party and We did not give Our consent for such installation, We may, as appropriate arrange for the removal of that Equipment and consent subsequently to Your application.

2) When Will We Withdraw Our Consent to Retailer Equipment?

We may withdraw Our consent to the Installation of Your Retailer Equipment at any time if in Our reasonable opinion:

- i) You and/or Your non-household customer are not complying with these Terms in connection with Retailer Equipment;
- ii) You and/or Your non-household customer have not, or are unable to reasonably provide Us with the data at an agreed frequency, arising from Your Equipment (which includes Your failure to procure the provision of such data from Your non-household customer where access to it is owned and/or controlled by that customer);
- iii) the Retailer Equipment interferes with or may interfere with Our network or Our ability to comply with Our statutory obligations or Our Licence; or
- iv) We remove or exchange the meter; or
- v) if otherwise deemed necessary by Us for Our leakage management purposes.

3) If We withdraw Our Consent to the Installation of Retailer Equipment:

- (i) We will give You reasonable written notice requiring You to arrange for the removal of the Retailer Equipment. If You do not remove the Retailer Equipment within the specified notice period We may disconnect it and return it to You.
- (ii) We will, where requested provide You with the data arising from such replacement Equipment belonging to Us in accordance with Our Data Sharing terms in Appendix 1.

4) When Will We Charge You in connection with Retailer Equipment?

- i) If Our Equipment is already installed and We have therefore refused Your application, We will provide You with data arising from Our Equipment. We reserve the right to charge You the fee of £66.00 per annum¹, payable in advance, for the provision of this data and subject to compliance with the Data Sharing Terms in Appendix 1.
- ii) We reserve the right to charge You a fee in accordance with Our annual Wholesale Tariff Document (or otherwise as agreed in writing with You) if We deem it necessary to carry out any site visit or inspection in connection with:
 - (a) Your installation application; or
 - (b) any disconnection and associated costs including return of Equipment to You.

5) You Further Agree that:

- i) In making any application, You will give Us (and Our subcontractor and agents) reasonable access to Your customer's premises to carry out any water supply checks necessary to consider Your application.
- ii) The meter and any data generated from the meter is and will remain the property of SWW.
- iii) Any installed Retailer Equipment must not obstruct or hinder Our statutory obligations or propriety rights to obtain meter readings, nor affect the accuracy of the meter. No existing

¹ Fee subject to annual revision. No refund or part thereof will be given either to customer or retailer where customer switches retailer.

SOUTH WEST WATER TERMS AND CONDITIONS IN RESPECT OF RETAILER OR 3rd PARTY EQUIPMENT

cables may be cut to enable the connection of Your Retailer Equipment. If We believe that Retailer Equipment obstructs or hinders, or is believed to be interfering with meter readings or being used for non legitimate purposes, We reserve the right to remove the Retailer Equipment without notice, and reserve the right to charge You for any costs arising from that removal.

- iv) Your Retailer Equipment must be clearly labelled with Your name and contact number.
- v) Where Our consent has been given to install Retailer Equipment, You are responsible for it and any liabilities and costs associated with the installation and its on-going maintenance.
- vi) You agree and acknowledge that Retailer Equipment may become obsolete where a meter asset is changed, upgraded or replaced whether at Your request or otherwise. We shall have no liability to You where such changes, upgrades or replacements mean that You can no longer use or derive benefit from Your Retailer Equipment.
- vii) Where Our consent has been given to install Retailer Equipment and You or Your contractor find existing Retailer Equipment connected to the pulse output of the water meter, You or Your contractor may disconnect it and leave it in the chamber or cabinet and email Us at wholesaleaccountmanagement@southwestwater.co.uk or call on 0344 248 0575 to advise Us or ask questions.
- viii) We reserve the right to remove without notice any Retailer Equipment We find has been installed without Our permission.

We reserve the right to amend these Terms, including but not limited to where such amendments are necessary in order for Us to comply with any regulatory or legislative requirement or industry good practice.

To request permission to attach Your own logger to Our meter or request data sharing from Our Wholesale logger, please complete the form on our website, [click here](#) or copy the link below and paste into your web browser.

<https://www.southwestwater.co.uk/wholesale/information-and-support/3rd-party-logger-enquiry/>

Appendix 1

SOUTH WEST WATER LIMITED

DATA SHARING TERMS

We reserve the right to charge You for an upfront fee of £66.00 per annum for the provision of data arising from Our Equipment on the following terms:

- We own the rights to the data at all times but consent to You using the data solely for the administration of Your customer account.
- We do not warrant that the data (a) is accurate, uninterrupted, complete, reliable, secure, useful, fit for purpose or timely; or (b) the Data has been tested for use by You or any third party or that the Data will be suitable for or be capable of being used by You or any third party.
- We accept no responsibility for any use of the data provided by Us, or for any reliance which may be placed upon such data. We shall not be held responsible and/or liable for any loss of data caused by third party including but not limited to the mobile network provider, mechanical or electronic failure of the Equipment.
- Data is provided on an “as is” basis, and We are not obliged to interpret or explain any aspect of the data provided. For the avoidance of doubt, meter readings shall remain prima facie evidence of consumption.
- SWW will share data with You via an automated routine; usually this will be via FTP (File Transfer Protocol). This means that Our servers will securely connect into Yours to deposit the data files; alternatively we can accommodate Your server connecting to Our server to collect the files. We can provide a sample of the data from the existing SWW Logger on request. Data frequency will be at least daily, in some cases Our Data Logger Equipment will transmit up to four times per hour.
- We are not liable to You nor Your customer (or any other party) for any reliance on the data provided;
- We will endeavour to provide the data at the frequency and in the format agreed with You but We are not liable if We fail to meet this commitment;
- We will not be liable for any temporary loss of data or data access.