

The background features a large, abstract graphic composed of overlapping, semi-transparent blue triangles and polygons. The colors range from light sky blue to deep navy blue. The graphic is positioned at the top and bottom of the page, framing the central text.

# **Southern Water Logger Request Application Policy**

## **Terms and Conditions**

Date; July 2018  
Doc. Ref; SWWLP  
Version; 2.8

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# 1 Introduction

1.1 Non-household (NHH) customers now have three choices when applying for logging of their water meter, these are; (i) selecting a retailer (Licensee or Undertaker Retail Business) to represent them, (ii) apply directly themselves or use an (iii) independent third party meter logging and water efficiency company. All three choices above, will be referred to as 'the applicant' in the policy below. The retailer or independent third party meter logging and water efficiency company will be Southern Water Service's (SWS) main point of contact for all service related enquiries, when the application is supplied with a Letter of Authority (LoA) signed by the NHH customer.

1.2 Water consumption monitoring services can assist the NHH customer in reducing wastage by identifying and promoting the more efficient use of water. The fitting of any data logging equipment to a SWS meter should not affect any of the normal activities of collection of metering data for billing purposes by the retailer, or operational purposes by SWS for large consumers of water. As such SWS actively encourages logger usage on the network, as long as it adheres to the following rules, (laid out below).

## 2 Overview of responsibilities

2.1 SWS will remain responsible for the water and sewerage infrastructure as well as the provision of water and sewerage services (this includes the water meter and associated pipes servicing the meter, and up to the boundary of the NHH premise).

2.2 Some customers will have a requirement to log their meter to better understand and monitor their water consumption. SWS will grant permission by following this policy for the applicants to install data logging equipment onto our meters for consumption monitoring.

2.3 SWS will assist in the logging of our meters by providing a data cable (also known as a splitter) allowing connection of third party logging equipment to our pulse enabled meter(s), when that meter(s) is already being logged by SWS. This data cable will remain the property of SWS. If the meter is not logged by SWS then the applicant will be able to connect without a data cable. If the meter is not pulsed enabled a decision will be made by Southern Water Wholesale Services, (dependant on the age of the meter) whether to replace the meter free of charge or at cost to the applicant to a pulse enabled meter.

2.4 Any applicant data logging equipment, attached via an officially supplied data cable, will remain the property of the applicant and be maintained at their expense. All data logging equipment placed on or near SWS assets should be clearly marked with the name and contact details of the applicant responsible.

## 3 Data logging request process

3.1 The applicant must notify, Southern Water Wholesale Services about their request to log the SWS meter via the 'Meter Logging Application Form v4.10' (at Annex A) which attracts a Logger Application Site Survey Fee (see section 10, 'Scheme Charges' for fee details or Part 14, Pg74 of the Wholesale Statement of Principles and Charges 2018-19).

3.2 These Terms and Conditions are intended to provide clear guidance to all applicants on how to gain access to log a SWS meter(s).

## 4 Terms and Conditions of Access

4.1 The applicant must obtain written authorisation (confirmation) from SWS Wholesale Services, prior to installing any data logging equipment via the application procedure outlined in this document.

4.2 All applications will need to be submitted via the Southern Water 'Meter Logging Application Form v4.10' (at Annex A) an electronic copy can be sent, please email [sm\\_loggerapps@southernwater.co.uk](mailto:sm_loggerapps@southernwater.co.uk).

4.3 By signing and submitting the 'SW Meter Logging Application Form v4.10' the applicant is agreeing to SWS 'Terms and Conditions of Access', listed here and on the application form. This will mean the applicant agrees to indemnify, and keep indemnified, Southern Water Services Ltd from and against, all claims, demands, actions, costs, expenses, liabilities and damages or losses, or in connection with any and all fraudulent or negligent acts or omission of, or breaches of these terms and conditions by the applicant, their officers or employees, or their sub-suppliers.

4.4 All ancillary apparatus, including the meter, any automatic meter reading (AMR/AMI) systems fitted along with associated pipework and fittings to facilitate the isolation and removal of the meter, chamber and cover remain the property of Southern Water Services Ltd.

4.5 The applicant must not remove or interfere with any SWS fitted data logging equipment attached to any meter, SWS do have data logging equipment installed on large water meters for operational purposes.

4.6 SWS reserve the right to refuse access to SWS meters for logging purposes.

4.7 We reserve the right to disconnect any applicant's data logging equipment at any time, for example, if it interferes with the reading of SWS meters, or affects the performance of SWS radio devices installed on the meter. Where possible any disconnection intention would be sent in writing one month prior to any disconnection (sent to any identified applicant). If an emergency forces immediate action, SWS reserves the right to remove the applicant's data logging equipment immediately and the applicant will be informed as soon as possible after the event.

4.8 The applicant is responsible for the removal and refitting of their data logging equipment where SWS are exchanging the meter. SWS will aim to give as much notice of this action as possible, but it may be after the event.

4.9 These terms and conditions do not affect our potential liabilities for damage caused to an applicant's property as set out in its statutory duties or customers' rights.

## 5 Payment Terms

5.1 All applications will involve a Site Survey fee, which will:

- i. for a NHH customer application or third party application, be in the form of an invoice that will be sent to the applicant. This invoice is to be paid within 30 days of the invoice date. No site survey will be carried out until payment is received.
- ii. for a retailer application, where the retailer has a WRC set up with SWS, the site survey charge will still be sent via an invoice but the site survey will be carried out immediately, before payment is received.

5.2 Any subsequent quotation(s) for additional enabling work will be supplied to the applicant free of charge. Should the quote(s) be accepted:

- i. for a NHH customer or third party, the quote amount will be sent in the form of an invoice which will be sent to the applicant. This invoice is to be paid within 30 days of the invoice date. No enabling work will be carried out until payment is received.
- ii. for a retailer application, where the retailer has a WRC set up with SWS, the quote amount will still be sent in the form of an invoice, but the enabling work will be carried out immediately, before payment is received.

## 6 Applicant's Data Logging Equipment

6.1 As part of the application process the applicant is reminded of Southern Water's meter specifications, which can be found at the link; <https://www.southernwater.co.uk/information-leaflets>.

6.2 The applicant must also be mindful of the specification of their data logging equipment which is to be fitted to the meter in order that the correct pulse interface device can be fitted.

6.3 If an applicant wishes to install data logging equipment that is bespoke (i.e. not as supplied by the meter manufacturer), then a barrier relay must be fitted by the applicant or their agent at their expense.

6.4 Applicant's shall be liable for any damage caused to SWS assets as a result of work installing their (or their Agents) data logging equipment onto Southern Water meters. Any damage to SWS apparatus, however caused, will be charged to the applicant; the submitting of the Logger Application form indicates acceptance of this.

6.5 No alterations may be made to the meter chamber or any other such enabling works. If enabling work is required, SWS will provide a quote to carry out this work. The applicant will have 3 months to accept or reject the quote for the work before it becomes invalid and another quote will be required. The first quote will be free, any subsequent quotes for the same work will be charged as a Site Survey fee.

6.6 Southern Water Wholesale Services cannot provide any technical advice or recommend any type of data logging equipment or offer any advice on data logging.

6.7 All applicant's logging devices attached to SWS Meters must be clearly labelled as to who the owner is, with contact details (in case the meter needs to be removed or re-sited due to Southern Water's operational needs). If these details are not present on the data logging equipment the applicant will not receive any notice of removal by SWS.

6.8 Meter chambers are likely to be flooded at any time due to rainfall/ground water levels or other causes. It should be noted that all applicant's data logging equipment should be IP68 rated (able to be submersed in water) in order to function correctly.

6.9 The applicant's logging equipment must not be installed where it will interfere with the ability to visually read the main meter dials.

## 7 Minimum Safety Requirements

7.1 Where the applicant uses a third party to install data logging equipment on their behalf, they must ensure the third party comply with applicable Health & Safety legislation and have the appropriate technical competencies.

7.2 SWS meters are generally housed in external meter chambers. These may also be in a confined space, (which is a place that is substantially enclosed - though not always entirely), where serious injury can occur from hazardous substances or conditions within the space or nearby (e.g. lack of oxygen). Under Domestic Law (the Health and Safety at Work Act 1974) employers are responsible for ensuring the safety of their employees and others. This responsibility is reinforced by The Confined Spaces Regulations, 1997. Therefore individuals selected to be involved in installing data logging equipment shall have the appropriate competencies (the onus remains with the applicant or Third Party installer).

7.3 Any work on or near the highway must comply with The New Roads and Street Works Act (NRSWA) 1991 and the Traffic Management Act (TMA), 2004.

7.4 Any individual working on Southern Water meters must possess a National Water Hygiene Card for working with potable water (the onus to verify this is with the applicant).

7.5 The applicant must provide a 'Risk Assessment and Method Statement' (RAMS) which covers the installation of data logging equipment to SWS meters, before any installation of data logging equipment. This will be reviewed as part of the application process to ensure it meets our requirements. No approval will be given by Southern Water Wholesale Services without reviewing and approving the RAMS.

7.6 SWS will allow an applicant entry into SWS water meter chambers to fit (when approved), or access their data logging equipment. Except in respect of death or personal injury caused by SWS negligence, Southern Water Ltd accepts no liability for any death or personal injury caused to individuals whilst undertaking this activity.

**Note:** Where a meter chamber is in a confined space, and or access is difficult/overcrowded, it is recommended that the applicant installs a logger in a secure place outside the chamber and then utilises flying leads to reconnect in the meter chamber.

## 8 Non-Standard Logger Installations

8.1 The Applicant shall be bound to any SWS decision regarding the most technically appropriate and cost effective solution to allow 3<sup>rd</sup> party logging on initial application. We will provide the Applicant with a response on the findings of our initial site visit and survey. This will show if further enabling work is required.

8.2 We reserve the right to install a new meter at any time and for any reason where we deem a meter exchange necessary. We will not be liable for any charges, costs or losses incurred by the applicant in relation to any change in meter type and/or any resulting additional cost relating to procuring or installing new data logging equipment or removing and re-installing the old equipment back onto the new meter.

8.3 We reserve the right to specify an above the ground housing unit where we deem data logging equipment cannot be fitted safely within the existing meter chamber. We will also highlight

where enabling work, such as meter chamber enlargement, is required to allow safe third party logging of Southern Water meters and will provide a free initial quote to the applicant (who will be charged for the enabling work to be carry out). The Retailer will have 3 months to accept or reject this quote. On accepting the quote, enabling works will be programmed in as soon as possible. If the quote is rejected, the application will be refused and closed. Any following quote request for the same work on the same meter previously quoted for will be charged for at the Site Survey rate.

## 9 Application Process

9.1 The Applicant will submit the following information to the Southern Water Wholesale Services via email;

- i. Email submitted Application Form;  
the 'SW Meter Logging Application Form v4.10' should be submitted, this indicates the Applicants agreement to all conditions of the Site Survey, a completed electronic copy of the form can be sent to the following email address; [sm\\_loggerapps@southernwater.co.uk](mailto:sm_loggerapps@southernwater.co.uk).
- ii. Email submitted RAMS;  
a Risk Assessment and Method Statement (RAMS) for installing data logging equipment will need to be supplied with every SW Meter Logging Application Form or the application will be rejected. A completed electronic copy of the form can be sent to the following email address; [sm\\_loggerapps@southernwater.co.uk](mailto:sm_loggerapps@southernwater.co.uk).

9.2 Unsatisfactory or incomplete submission of the application or supporting RAMS information will mean the application will be rejected and returned to the applicant for resubmission.

**NOTE** - It is important to note that a separate SW Meter Logging Application Form is required for each individual meter, **including where multiple meters are located at the same address**. A Site Survey fee will be payable on each Meter Logging Application Form submitted.

9.3 The Applicant will pay the standard meter logging Site Survey fee (see Scheme Charges section on the Southern Water website at <https://www.southernwater.co.uk/information-leaflets>). This covers;

- i. Processing the application.
- ii. Cross referencing the meter details with our records to confirm the meter serial number(s), make
- iii. of meter, the location details are correct and the meter is loggable.
- iv. Undertaking a Site Survey at the Eligible Premise, to determine if there is any enabling work
- v. required to allow third party logging and if a splitter lead would be required.
- vi. Provide an accurate quotation for meter upgrades or enabling work (if required).
- vii. Archiving of the Risk Assessment and Method Statement for installing data logging equipment.
- viii. Providing final approval to connect to Southern Water equipment.

9.4 The standard meter logging Site Survey fee will be charged through invoice. On signing and submitting the Standard Meter Logging Application Form the applicant is agreeing to pay through this method. Payment for non-standard or enabling work will also be charged for through raising an invoice, once any quotes provided have been accepted. The applicant is to provide a Payment Order (PO) to facilitate swift payment or can pay our Miscellaneous Income department over the phone on **0330 303 1260**.

9.5 Southern Water Wholesale or a Southern Water Partner will visit the Eligible Premise or the NHH customer to undertake the initial Site Survey. The submission of the SW Meter Logging Application Form by the applicant is taken (by Southern Water) as the applicants approval for this visit to occur. The Site Survey will be used to confirm whether the meter has a pulsed output and is loggable or if enabling work is required (see 9.iii – 9.iv above).

9.6 Southern Water will provide a pulsed output connection cable (splitter) as part of the survey where we identify the meter is loggable but SWS is logging the meter already. If SWS are not logging the meter and no other issues are identified that would prevent third party logger equipment installation, permission to log will be given for the applicant to attach their logger.

9.7 Where the site survey identifies a Non-Standard Installation is required, for example:

- i. The meter does not have a pulsed output connection and requires exchanging.
- ii. Any enabling work, (including excavation work) is required.
- iii. Work is required to gain access to the meter on the Eligible Premise, i.e. materials stored on top of
- iv. the chamber, chamber built over, etc.
- v. Signal strength is poor within the chamber and an external aerial is required.

9.8 Southern Water will inform the Applicant of our findings after the Site Survey and provide a quote to carry out the enabling work, as required to facilitate the logging of the meter(s).

9.9 The Applicant will have 3 months in which to accept or reject the quote.

- i. ***If the quote is accepted***, the Applicant will confirm to Southern Water its request to proceed with the Non-Standard Connection Installation and pay the appropriate quoted enabling works fee, invoiced by the Miscellaneous Income department. The enabling works will be carried out ASAP.
- ii. ***If the quote is rejected*** the Logger Application will be closed and no permission to log will be issued.

9.10 If the pulsed output connection (splitter) cannot be fitted due to an issue that Southern Water Wholesale need to rectify, such as, but not limited to;

- i. The meter is leaking.
- ii. The chamber is flooded.
- iii. The meter is buried.

9.11 SWS will rectify this issue first and then return to drop off the pulsed output connection.

9.12 If the applicant decides in the period between making the application and the time of being informed it will be a Non-Standard Meter Connection that they do not want to proceed with the Logger Application, the logging application Site Survey fee (already paid) will not be refunded.

9.13 Southern Water Wholesale remains wholly responsible for the isolation and re-commissioning of the NHH Customer's water supply throughout the Logger Application process.

9.14 If required, Southern Water Wholesale will supply the pulsed output connection cable (splitter) on the same day as any enabling work. In exceptional circumstances it may not be feasible to do the Non-Standard Cable Installation on the same day. This will have been identified as part of the survey and suitable arrangements made with the applicant. Following completion of the Non-Standard enabling work we will return to supply the connection (splitter) cable.

9.15 Southern Water will inform the Applicant if the logger application will be a non-standard installation and provide quotes for any additional work after the Site Survey has been completed.

## 10 Scheme Charges

10.1 Where charges 'may' apply, refer to our Wholesale Charges Document found at the link - <https://www.southernwater.co.uk/information-leaflets>. Any enabling work will be quoted for on an individual application basis and then be carried out only after acceptance and payment by the applicant.

10.2 Southern Water Wholesale may also charge for all additional work on a time and materials basis that is either requested by the Applicant or reasonably imposed by us to allow us to undertake the work in a safe manner, over that work which has been quoted for. This will be in addition to our applicable Standard Non-Primary Charges.

10.3 Southern Water Wholesale will charge for any aborted site survey visit. We will not arrange a return appointment until another standard Site Survey fee has been paid.

10.4 Any quotation for work issued by Southern Water will be valid for 3 months from the date on the quote. After 3 months a re-quotation will be required at additional cost for same site/same quote requirement.

## 11 Disputes and Refunds

11.1 SWS aims to complete all site survey within 30 days of payment (or request). If this is not feasible we will endeavour to inform you of the reason. If the cause of the delay is out of our control (i.e. bad weather, cars parked over meter, etc.) we will continue to try and carryout the requested work as soon as possible, unless you cancel the application.

11.2 If you feel that you are due a refund for any site survey charges or quoted / paid for enabling works, please email [sm\\_loggerapps@southernwater.co.uk](mailto:sm_loggerapps@southernwater.co.uk) with as much detail as possible, quoting any references supplied by us in correspondence. All request will be dealt with on a case by case basis.

## 12 Warranty

12.1 Southern Water Wholesale offers a 12 month warranty on the pulse unit / data connection (splitter) cable. Any call outs or replacements of pulse units / data cables after 12 months must be paid for by the applicant.

12.2 If a meter is replaced by Southern Water Wholesale within 24 months of the pulse unit(s) being installed and the original pulse unit is incompatible, Southern Water Wholesale will return to site and install a new pulse unit(s) free of charge. Southern Water Wholesale will not reconnect any applicant data logging equipment.

## 13 Third Party Damage

13.1 Any damage to our meter, pipework, fittings, meter chamber or chamber cover, data (splitter) cable and pulse units, however caused, will be charged to the applicant. In addition, no alterations must be made to the meter, pipes, fittings or meter chamber. If required, SWS can provide a quote to the applicant requiring such alterations.

## 14 No Data / Flat lining

14.1 Applicants must notify Southern Water Wholesale of any pulse unit malfunctions they can attribute to the meter or data cable within the warranty period. Any repairs or replacements will be carried out by Southern Water Wholesale.

**Note;** In those instances where the applicant calls out Southern Water Wholesale to a no data / flat lining issue and we subsequently find the pulse unit / data cable is functioning properly and it is a third party issue, i.e. the applicant's equipment is found to be the source of the problem, the cost to carry out the Site Visit will be charged back to the applicant (see the Wholesale Charges document for the current Site Visit fees – Section 9).

## 15 Termination

15.1 Southern Water Wholesale may, without prejudice to its other rights, suspend the provision of the services or terminate this agreement by giving one month's notice in writing to the applicant. On termination, the applicant will not be entitled to any refund of any fees paid unless otherwise agreed.

## 16 Interpretation

16.1 These terms and conditions shall take precedence over any other terms and conditions. No terms or conditions endorsed upon, delivered with or contained in the applicant's purchase order, confirmation order specification or other documents will form part of this agreement.

## Annex A - Southern Water Logger Application Form v4.10

### Southern Water Meter Logging Application Form v4.10

#### Section One – Applicant

Applicant Name				
Contact Name		Telephone Number		
E-mail		Customer Letter of Authority Included?	YES	NO
Address				

#### Section Two – Applicant's Customer Details (application made on behalf of, if different from above)

Business/Organisation Name				
Contact Name		Telephone Number		
E-mail		SPID number		
Address				

#### Section Three – Meter Details

Site Address					
Meter Serial Number		Meter Make / Type			
Meter Size		Chamber Depth			
Is the Meter Loggable? (Delete as applicable)	YES	Is the Meter Logged by Southern Water? (Delete as applicable)	YES	Is there Room to Install Your AMR Device? (Delete as applicable)	YES
	NO		NO		NO
Meter Location / Position (please include a separate location sketch or 1:1250 plan):					

#### Section Four – Device details (for meters not logged by Southern Water)

Proposed Installation Date		Proposed Removal Date	
Purpose of Logging			
Description of Installation Work (including description of the Equipment to be used):			

#### Section Five – Costs

Do you agree to being charged the standard SW application Site Survey fee as listed in the Wholesale Standard Charges?	YES	If there is any enabling work required to allow Applicant logging, do you agree to pay these costs?		
	NO	YES	NO	On Quote
Proposed Access Start Date		Access Termination Date		
Please note;	1. The costs of any work necessary to facilitate connection of a data logger / AMR device may be payable in addition to the charge(s) payable with this application.			

To be completed by the **Applicant** - Southern Water Meter Logging Application Form v4.10

I request permission to make a data logger / AMR device connection to the water meter detailed on this form, on the terms and conditions set out below;

Applicant Name		Signature (required)	
Position in Company			PO Number
Date		Meter Serial Number	

In providing a payment order number I understand that a non-refundable charge of £130.71 (excluding VAT) will be made for processing the application and conducting a site survey (per meter).

Please return completed form and payment to: **Southern Water, Southern House, Yeoman Road, Worthing BN13 3NX**, or email an electronically signed & scanned application to: [sm\\_loggerapps@southernwater.co.uk](mailto:sm_loggerapps@southernwater.co.uk)

**Terms and Conditions**

In these terms and conditions the following expressions have the following meanings:-

**Applicant** the Applicant detailed on this form and any reference to Applicant shall include any retailers, third parties or NHH customers  
**Southern Water** Southern Water Services Ltd (SWS) whose registered office is at Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX.

**Data Logger** the logger, pulse unit, and read switch provided by, maintained and owned by the Retailer.

**Ancillary Apparatus** any equipment, pulse units, read switches, pulse combination boxes, telemetry, connections or out readers owned by Southern Water and connected to the Meter.

**Site** the chamber and associated apparatus owned by Southern Water where the Meter is located.

**Work** The connecting or disconnecting of the data logger and any associated work.

**Enabling Work** the installing, dismantling, enlarging or replacing of apparatus or ground work owned by Southern Water at the Site which is necessary to allow the Retailer to connect their data logger.

**Meter** The meter detailed in this form.

- The Applicant shall complete the information requested on this form and shall include, a 1:1250 location plan or sketch detailing the location of the Site.
- The Applicant shall not commence the Work unless Southern Water has given written approval to do so. All contact from the Applicant concerning this Agreement or the Work shall be to Wholesale Services at the addresses.
- On receipt of this application Southern Water shall determine if any Enabling Works are required. If Enabling Works are required Southern Water shall notify the Applicant of the nature and cost of the Enabling Works. The Enabling Works shall be carried out by Southern Water at the Applicant's expense. The costs of the Enabling Works shall be payable by the Applicant before the Enabling Works commence.
- The Work shall be carried out at the Applicant's risk and cost. The Applicant acknowledges that there are specific health and safety risks associated with the Site. The Applicant shall ensure that anyone carrying out the Work is appropriately qualified to do so.
- The Applicant shall not disconnect or remove any Ancillary Apparatus and shall ensure that the Work does not interfere with or cause any damage to the SW Meter or any Ancillary Apparatus.
- The Applicant shall reimburse Southern Water any costs incurred by Southern Water in remedying any damage caused to the Meter or Ancillary Apparatus during the Works.
- Southern Water may terminate this Agreement with immediate effect if the Work interferes with the operation of or causes any damage to the Meter or Ancillary Apparatus or if any Ancillary Apparatus is disconnected or removed.
- Southern Water may (at its discretion) inspect the Applicant's Work. Southern Water shall advise the Applicant if Southern

Water intends to inspect the Works. Any such inspection costs are included in the original application fee.

9. If the Work necessitates interruption of the water supply then the costs of interrupting and restoring that supply shall be payable by the Applicant in addition to any pre and post inspection costs.

10. Southern Water shall not accept any liability for any loss or damage arising as a result of (a) the Work or (b) for any unavoidable damage to the Data Logger caused by Southern Water in carrying out its statutory duties or (c) for the accuracy or availability of data gathered by the Data Logger. Nothing in this clause shall exclude liability for death or personal injury caused by Southern Water's negligence.

11. Southern Water may remove the Data Logger on expiry of 28 days written notice to the Applicant or without notice at any time in an emergency or where such removal is necessary to allow Southern Water to carry out its statutory functions.

12. The Applicant shall be responsible for reconnecting or replacing the Data Logger and the costs of doing so if the Data Logger needs to be removed by Southern Water and Southern Water consents to the Data Logger being reconnected or replaced.

13. The Applicant shall remove the Data Logger on ceasing to be responsible for the water services account.

14. Either party may terminate this Agreement on giving 28 days written notice to the other party.

15. On termination of this Agreement (for whatever reason) the Applicant shall remove any Data Logger which the Applicant has connected to the Meter.

16. Southern Water will take any charges from the Applicant via invoice method for the initial Site Survey on application. If any enabling work is required, and the Applicant agrees to pay for these quoted additional works, then the Applicant is deemed to have agreed to pay for this additional work via the invoice method. The Applicant has 30 days to pay any issued invoice. **NOTE**; no invoiced work will be carried out until the invoiced fee has been paid to Southern Water.

