



# **Wholesale Policy Statement Southern Water NHH Retailer Logger Request**

**Term and Conditions (Policy)**

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## Introduction

Competition is being introduced into the Non-Household (NHH Customer) water market from 1<sup>st</sup> April 2017 and will allow these customers the choice of selecting a Retailer (Licensee or Undertaker Retail Business). The Retailer will be the customer's main point of contact for all service related enquiries.

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 meter should not affect any of the normal activities of collection of metering data for billing purposes by the Retailer, or operational purposes by Southern Water for large consumers of water. As such Southern Water actively encourages logger usage on the network, as long as it adheres to the following rules laid out below.

## Overview of responsibilities

Southern Water Wholesale 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 pipes).

Some customers will have a requirement to log their meter to better understand and monitor their water consumption. Southern Water will allow NHH customers to install data logging equipment onto our meters for consumption monitoring.

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

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

## Data logging request process

The NHH customer must notify, (through their Retailer, if this service is offered by them, or an independent accredited third party) Southern Water Wholesale Services about their request to log their meter. This application will need to be applied for via the 'Meter Logging Application Form v4.6' (at Annex A) which attracts a Logger Application Site Survey Fee (see section 9, 'Scheme Charges' for fee details).

The NHH customer (or third party) can only log the meter after written consent is given from Southern Water Wholesale Services by following the process as detailed in this logging policy.

These Terms and Conditions are intended to provide clear guidance to the Market Operator, Retailers, Third Parties and NHH Customers on how to gain access to log our meters.

## Terms and Conditions of Access

Retailers and independent third party logging companies must obtain written authorisation (confirmation) from Southern Water, prior to installing any data logging equipment via the application procedure outlined in this document.

Only the NHH customer's chosen Retailer or an independent third party logging company (with a valid, customer signed Letter of Authority) can submit an application to Southern Water Wholesale Services to log a water meter. All applications will need to be submitted via the Southern Water 'Meter Logging Application Form v4.6' (at Annex A) an electronic copy can be sent on request.

All applications will involve a 'Logger Request Application Site Survey Fee' which will include the cost of a site visit to survey the location and meter, which will be carried out by Southern Water's Leakage Inspectors. If a NHH customer contacts Southern Water Wholesale Services directly for logger enquiries they will be re-directed to their Retailer or told to contact an independent third party logging company.

By signing and submitting the 'SW Meter Logging Application Form v4.6' the Retailer, accredited independent third party and NHH customer are agreeing to our 'Terms and Conditions of Access', listed here and on the application form. This will mean the NHH customer, Retailer and accredited independent third party agree to indemnify, and keep indemnified, Southern Water 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 Retailer, accredited independent third party and NHH customer, its officers or employees, or its sub-suppliers.

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.

Retailers, their agents, accredited independent third party and NHH customers must not remove or interfere with any fitted data logging equipment attached to any meter. Southern Water have data logging equipment installed on large retail water meters for operational purposes. Southern Water can provide a data connection cable (splitter) where the Retailer, their agent or accredited independent third party can connect their own data logging equipment, when following the correct Meter Logging Application process.

We reserve the right to refuse access to our meters for logging purposes.

We reserve the right to disconnect any data logging equipment at any time, for example if it interferes with the reading of our meters, or affects the performance of our radio devices installed on the meter. Where possible, disconnection procedures would be issued in writing one month prior to the identified third party, unless an emergency forces immediate action where the third party logger will be removed immediately and the third party informed as soon as possible after.

The Retailer, accredited independent third party or NHH customer is responsible for the removal and refitting of their data logging equipment where Southern Water Ltd are exchanging the meter. Southern Water will aim to give as much notice of this action as possible.

These terms and conditions do not affect our potential liabilities for damage caused to a Retailer's, accredited independent third parties or NHH customer's property as set out in its statutory duties or customers' rights.

## Retailer's or Third Party Agents Data Logging Equipment

As part of the application process the Applicant (i.e. the Retailer/third party) is reminded of Southern Water's meter specifications, which can be found at the link;

<https://www.southernwater.co.uk/Media/Default/PDFs/meter-specification-2017-18.pdf>.

The Retailer or accredited independent third party 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.

If a Retailer 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 Retailer or their agent or the accredited independent third party at their expense. Any damage to Southern Water apparatus, however caused, will be charged to the Retailer or the accredited independent third party; the submission of the Logger Application form indicates acceptance of this.

No alterations may be made to the meter chamber or any other such enabling works. If enabling work is required, Southern Water will provide a quote to carry out this work. The Retailer or accredited independent third party will have 3 months to accept or reject the quote for the work before it becomes invalid and another quote will be required.

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

All third party logging devices attached to Southern Water 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).

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 third party data logging equipment should be IP68 rated (able to be submersed in water) in order to function correctly.

Third party logging equipment must not be installed where it will interfere with ability to visually read the Southern Water main meter.

Retailers and accredited independent third party shall be liable for any damage caused to Southern Water assets as a result of work installing their (or their Agents) data logging equipment to Southern Water meters. Any damage to Southern Water apparatus, however caused, will be charged to the Retailer or accredited independent third party; the submitting of the Logger Application form indicates acceptance of this.

## Minimum Safety Requirements

Where the Retailer, or NHH customer uses an accredited independent 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.

Southern Water's meters are generally housed in an external meter chambers. These may be in a confined space, which is a place that is substantially enclosed (though not always entirely), and 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 Retailer or Third Party installer).

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.

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 Retailer or Third Party installer).

The Applicant (i.e. the Retailer) must provide a 'Risk Assessment and Method Statement' which covers the installation of data logging equipment to Southern Water 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 'Risk Assessment and Method Statement'.

Southern Water will allow a Retailer or a Third Party working on behalf of the NHH customer or Retailer entry into our water meter chambers to fit (when approved), or access their data logging equipment. Except in respect of death or personal injury caused by Southern Water Ltd's 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 Retailer or third party installs a logger in a secure place outside the chamber and then utilises flying leads reconnect in the meter chamber.

## Non-Standard Logger Installations

The Applicant shall be bound to any Southern Water 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.

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 a Retailer or third party 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.

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 quote to the Retailer or accredited independent third party (who will be charged for this 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.

## Application Process

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

- i. **Wholesale Service Desk email submitted Form;** The 'SW Meter Logging Application Form v4.6' 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 [wholesaleservices@southernwater.co.uk](mailto:wholesaleservices@southernwater.co.uk).

- ii. **Wholesale Service Desk email submitted Statement;** Risk Assessment and Method Statement for installing data logging equipment will need to be supplied with every SW Meter Logging Application Form or the application will be rejected.

Unsatisfactory or incomplete form completion of the application or supporting information will mean the application will be rejected and returned to the Retailer for resubmission.

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

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 of meter and location details are correct, and the meter is loggable.
- iii. Undertaking a Site Survey at the Eligible Premise, to determine if there is any enabling work required to allow third party logging and if a splitter lead would be required.
- iv. Provide an accurate quotation for meter upgrades or enabling work (if required).
- v. Archiving of the Risk Assessment and Method Statement for installing data logging equipment.
- vi. Providing final approval to connect to Southern Water equipment.

The standard meter logging Site Survey fee will be charged through invoice. On signing and submitting the Standard Meter Logging Application Form the accredited independent third party or the Retailer are 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.

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 Retailer or accredited independent third party 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).

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

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 the chamber.

- iv. Signal strength is poor within the chamber and an external aerial is required.

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).

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 with 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.

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.

We will rectify this issue first and then return to fit the pulsed output connection.

8.10. If the Retailer or accredited independent third party 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.

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

If required, Southern Water Wholesale will try and fit 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 within the same day. This will have been identified as part of the survey and suitable arrangements made with the Retailer or accredited independent third party. Following completion of the Non-Standard enabling work we will return to fit the connection (splitter) cable.

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.

## Scheme Charges

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 and then carried out only after acceptance by the applicant.

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.

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



9Any 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.

## Warranty

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 Retailer or accredited independent third party.

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 Retailer or third party data logging equipment.

## Third Party Damage

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 Retailer or accredited independent third party. In addition, no alterations must be made to the meter, fittings or meter chamber, if required Southern Water can provide a quote to the Retailer or third party requiring alterations.

## No Data / Flat lining

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

**Note;** In those instances where the Retailer or accredited independent third party 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 Retailer or third party equipment is found to be the source of the problem. The cost to carry out the Site Visit will be charged back to the Retailer or accredited independent third party (see the Wholesale Charges document for the current Site Visit fees – Section 9).

## Termination

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 Retailer or accredited independent third party. On termination, the Retailer will not be entitled to any refund of any fees paid unless otherwise agreed.

## Interpretation

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 Retailer's or accredited independent third party's purchase order, confirmation order specification or other documents will form part of this agreement.

## Annex A - Southern Water Logger Application Form 4.6

### Southern Water Meter Logging Application Form v4.6

#### Section One – Retailer

Business/Retailer Name				
Contact Name		Telephone Number		
E-mail		SW Customer Letter of Authority Included?		YES      NO
Address				

#### Section Two – Southern Water Customer (application made on behalf of)

Business/Organisation Name				
Contact Name		Telephone Number		
E-mail		SW Account Number		
Address				

#### Section Three – Meter Details

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

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

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

#### Section Five – Costs

Do you agree to being charged the standard SW application to log fee as listed in the Wholesale Standard Charges?	YES	If there is any enabling work required to allow third party logging, do you agree to pay these costs?		
	NO	YES	NO	
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 and may be payable in addition to the charge(s) payable with this application.		

To be completed by the **Retailer** -

## Southern Water Meter Logging Application Form v4.6

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;

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

Please return completed form and payment to:

**Southern Water, Southern House, Yeoman Road, Worthing BN13 3NX, or**

E-mail an electronically signed & scanned application to: [wholesaleservices@southernwater.co.uk](mailto:wholesaleservices@southernwater.co.uk)

### **+** Terms and Conditions

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

**Retailer** the Retailer detailed on this form [and any reference to Retailer shall also include any third party acting on the Retailer's behalf.]

**Southern Water** Southern Water Services Ltd 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.

1. The Retailer shall complete the information requested on this form and shall include, a 1:1250 location plan or sketch detailing the location of the Site.
2. The Retailer shall not commence the Work unless Southern Water has given written approval to do so. All contact from the Retailer concerning this Agreement or the Work shall be to Wholesale Services at the addresses.
3. 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 Retailer of the nature and cost of the Enabling Works. The Enabling Works shall be carried out by Southern Water at the Retailer's expense. The costs of the Enabling Works shall be payable by the Retailer before the Enabling Works commence.
4. The Work shall be carried out at the Retailer's risk and cost. The Retailer acknowledges that there are specific health and safety risks associated with the Site. The Retailer shall ensure that anyone carrying out the Work is appropriately qualified to do so.
5. The Retailer 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.
6. The Retailer shall reimburse Southern Water any costs incurred by Southern Water in remedying any damage caused to the Meter or Ancillary Apparatus during the Works.
7. 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.
8. Southern Water may (at its discretion) inspect the Work. Southern Water shall advise the Retailer 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 Retailer 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 Retailer 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 Retailer 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 Retailer 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 Retailer shall remove any Data Logger which the Retailer has connected to the Meter.
16. Southern Water will take any charges from the Applicants via the non-primary 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 non-primary method.

