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Please Note: This document is subject to revision from time to time and cover all regions where South West Water Limited holds a water and/or sewerage supply licence, i.e. South West Water and Bournemouth Water.

To request permission to attach Your Logger Equipment to Our meter or request data sharing from Our Wholesale logger, please complete the application form on our website, [click here](https://www.southwestwater.co.uk/wholesale/information-and-support/3rd-party-logger-enquiry/) or copy the link below and paste into your web browser.

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

This document consists of three parts: the General Terms and the Schedule of Data Sharing Terms (together the “**Terms**”), and the FAQs and Answers which do not form part of the Terms.

GENERAL TERMS

1. Introduction

1.1. These Terms apply to applicants seeking consent to install logger equipment on meter assets owned by South West Water Limited. Such applicants may be:

- Contracting Retailers
- Third Parties acting on behalf of customers

1.2. In these Terms:

- The entity making the application is referred to as “**You**” or “**Your**”.
- South West Water Limited is referred to as “**SWW**”, “**We**”, “**Us**”, or “**Our**”.
- Optical meter reading devices, data loggers or flow monitoring equipment and all associated equipment used by You are referred to collectively as “**Logger Equipment**”.
- Any equivalent devices used by Us are referred to as “**Wholesaler Equipment**”

1.3. We reserve the right to amend and update these Terms at any time, 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. You are responsible for reviewing any amendments and updates and ensuring that Your customer or any owner of the logger is aware of and complies with such amendments and updates.

2. Applications for permission and Your agreement to these Terms

2.1. Contracting Retailers are required by the Wholesale Contract Schedule 1, Part 2: Business Terms Clause 4.5 to submit an application and obtain Our consent for the installation of Logger Equipment (referred to in the Wholesale Contract as “Retailer Equipment”) on Our meter assets prior to installation. The installation of Logger Equipment on meters is outside of the scope of the retail market and therefore requests should be made direct to SWW, not via a market bilateral form. If You are a Contracting Retailer, we require You to complete an online enquiry in order for Us to assess Your application.

2.2. If You are a Third Party acting on behalf of a customer then We require You to complete the same online enquiry in order for Us to assess Your application. You will also be

required to provide a Letter of Authority from Your customer to evidence that Your customer has consented to Your installation and use of the Logger Equipment.

- 2.3. Trade effluent meters, borehole meters and river abstraction meters are private meters and do not require permission from the SWW for logging purposes.
- 2.4. We will respond to Your application to install Logger Equipment within 5 (five) business days of receiving it (and the letter of authority if You are a Third Party acting on behalf of a customer). 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.
- 2.5. 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.
- 2.6. In making your application, You are deemed to have accepted these Terms. Acceptance of these Terms and compliance by You is a condition of Our consent to install Logger Equipment and Our continuing permission for that Logger Equipment to remain on Our network.
- 2.7. Where You are making the application but the Logger Equipment is owned by Your customer or another owner, You are responsible for ensuring that Your customer or the owner understands these Terms and complies with them. If Your customer or the owner breaches these Terms then this will be deemed to be a breach by You and We will hold You responsible and pursue You for any losses, costs or damages incurred by Us. We therefore recommend that you have in place a written contract with Your Customer or the owner which requires them to comply with these Terms and protects you in the event that Your Customer or the owner breaches these Terms.

3. Charges

- 3.1. Please note that in some circumstances, We will charge You in connection with Logger 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. You agree to pay the applicable charges.
- 3.2. Charges will apply if We deem it necessary to carry out any site visit or inspection in connection with:
 - Your installation application; or
 - any disconnection and associated costs including return of Equipment to You.

4. Requirements for Logger Equipment

- 4.1. Where Our consent has been given to install Logger Equipment, You are responsible for it and any liabilities and costs associated with the installation and its on-going maintenance.
- 4.2. You will ensure the installation work is non-invasive and in accordance with these Terms. We will provide the Retailer with a quote (B7 Market Process), where modifications to the meter chamber have been requested.
- 4.3. Where Our consent has been given to install Logger Equipment and You or Your contractor find existing Logger 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 but

you must contact Us by email at wholesaleaccountmanagement@southwestwater.co.uk or call on 0344 248 0575 to advise Us of any disconnection.

- 4.4. No existing cables may be cut to enable the connection of Your Logger Equipment.
- 4.5. You will ensure that any optical meter reading or data logging equipment forming part of the Logger Equipment, including separate battery packs or cables, is non-intrusive and does not interfere with the operation or integrity of the meter, chamber or any existing data logging equipment or automatic meter reading devices attached to the meter. No alterations may be made to the meter chamber without Our consent.
- 4.6. You are liable should You, Your contractors and agents, Your customer or the Third Party acting on behalf of Your customer cause any damage to the meter, meter unions, associated pipework, meter chamber or Wholesaler logger as a result of installing data logging equipment. Where such damage is caused by Your customer or the Third Party acting on behalf of Your customer, we reserve the right to pursue You or to pursue Your customer or the Third Party acting for Your customer who owned the Logger Equipment.
- 4.7. Any Logger Equipment should be IP68 rated as meter chambers are likely to be flooded due to rainfall or ground water levels or other causes.
- 4.8. The water meter, including chamber, cover and meter unions, together with any automated meter reading devices (AMR) and advanced metering infrastructure (AMI) are SWW assets and therefore the responsibility of the SWW. Any installed Logger Equipment must not obstruct or hinder Our statutory obligations or propriety rights to obtain meter readings, nor affect the accuracy of the meter.
- 4.9. You agree and acknowledge that Logger Equipment may become obsolete where a meter asset is changed, upgraded or replaced whether at Your request or otherwise. Unless We have given You a written guarantee that We will not exchange a meter for a specified period of time, 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 Logger Equipment.
- 4.10. You will remove and dispose of any old Logger Equipment from the meter chamber, at the end of its useful life, in accordance with applicable law.

5. Identification and registration of Logger Equipment

- 5.1. Your Logger Equipment must be clearly labelled with Your name and contact number or details for Your customer or the Third Party acting for Your customer where the Logger Equipment is owned by them.
- 5.2. Following installation of Logger Equipment (and as per the Wholesale Contract Schedule 1, Part 2: Business Terms Clause 4.6.3 where You are a Contracting Retailer) You will provide Us at wholesaleaccountmanagement@southwestwater.co.uk with details of the meter serial number, photo of the completed installation and where relevant, logger manufacturer and logger ID. SWW will update CMOS to notify the market when a logger has been fitted, provided We have been notified of this. The following flags will be used:
 - D3015 – Wholesaler Data Logger
 - D3016 – Non Wholesaler
 - D3030/3031 – Meter Out-reader

6. Our right to remove Logger Equipment

6.1. We may withdraw Our consent to the Installation of Your Retailer Equipment at any time if in Our sole opinion any of the following applies:

- You and/or Your customer and/or the owner are not complying with these Terms in connection with Logger Equipment;
- You and/or Your have not, or are unable to reasonably provide Us with the data at an agreed frequency, arising from Your Logger Equipment (which includes Your failure to procure the provision of such data from Your customer where access to it is owned and/or controlled by that customer);
- the Logger Equipment does or may obstruct, hinder or interfere with meter readings, the performance of Our ancillary equipment (e.g. radio devices or Wholesaler Equipment), Our network, Our own data feed or Our ability to comply with Our statutory obligations or Our Licence; or
- We remove or exchange the meter; or
- believe that Logger Equipment obstructs or hinders, or is believed to be interfering, or being used for non legitimate purpose
- If otherwise deemed necessary by Us for Our leakage management purposes, including where we determine that a Wholesaler Logger is needed. .

6.2. When the above circumstances apply, We reserve the right to require You to remove the Logger Equipment by giving notice or to remove the Logger Equipment Ourselves, including without notice, and reserve the right to charge You for any costs arising from that removal.

6.3. We reserve the right to remove without notice any Logger Equipment We find has been installed without Our permission.

7. Logger Equipment data and Wholesaler Equipment data

- The meter and any data generated from the meter is and will remain the property of SWW.
- It is a requirement of these Terms that You share logger data with us in accordance with the Data Sharing Terms at the Schedule.
- Where consent is refused or withdrawn as a result of Our requirement to place Wholesaler Equipment on the meter, we will share with You any data from Our Wholesaler Equipment in accordance with the Data Sharing Terms at the Schedule.

SCHEDULE - DATA SHARING TERMS

SWW sharing Wholesaler Equipment data with Contracting Retailer or Third Party

We reserve the right to offer and charge You for the provision of data arising from Our Wholesaler Equipment on the following terms:

1. 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.
2. 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.
3. 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 Wholesaler Equipment.
4. 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.
5. SWW will share data with You via an automated routine; usually this will be via SFTP (Secure File Transfer Protocol)/ FTP). 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 Wholesaler Equipment on request. Data frequency will be at least daily, in some cases Our Wholesaler Equipment will transmit up to three times per day.
6. If you wish to receive data in a different format to the format We receive, We can provide you with the Logger ID, Logger manufacturer name and Letter of Authority, so you can approach the manufacturer directly to discuss the format you would like to receive this data in. Should this in any way affect the data feed SWW receive, this offer will be rescinded.
7. We are not liable to You nor Your customer (or any other party) for any reliance on the data provided. Where possible, We will make data available at minimum of Day +1, recorded at 15 minute intervals. We cannot guarantee continuous data. Flat-lining issues will be investigated within 28 days;
8. Where no data or flat-lining occurs this could be as a result of a faulty meter, faulty logger or faulty pulse. Where it is confirmed that the meter is damaged SWW should be notified as follows:
 - 8.1. A Contracting Retailer will submit a B/01 (process B5 Retailer initiated) market form
 - 8.2. A Third Party will notify SWW direct, via wholesaleaccountmanagement@southwestwater.co.uk , with a job report and

photos provided. SWW will then notify the Retailer via the B/01 (B5 Wholesaler initiated) process.

9. 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;
10. Applicants utilising the pulse output for any purposes other than to collect or interpret data, do so at their own risk. We do not accept liability in the event that the meter ceases to emit pulses or current signals. We will not be liable for any temporary loss of data or data access.

Contracting Retailer or Third Party sharing Logger Equipment data with SWW

We own the meters on our network. We allow Contracting Retailers and Third Parties to fit Logger Equipment to the meter and do encourage this for water efficiency purposes. For operational reasons We may need to ask to be provided with certain Logger Equipment data, from time to time, so that We can properly monitor and manage our network. This is Our preferred way of operating. If the Contracting Retailer or Third Party is not willing to provide this then We will exercise our right to remove the Logger Equipment from our meter so that We can fit our own Wholesaler Logger. This is part of our statutory powers to operate our network.

11. We will ask you to notify the customer before sharing data with Us. We require the meter serial number, logger ID and logger manufacturer. With these details, SWW will approach the logger manufacturer directly to request the data. In this way, the data owner will not incur any additional costs or resource and their agreement with the manufacturer and data feed will remain unaffected. Alternatively the customer could also chose to share the data via an automated routine; usually this will be via, SFTP/FTP, which We will provide where requested.
12. For any loggers for which the Contracting Retailer has no sight of the data, We will ask the Retailer to approach their Customer to explain our request for their data and ask for the meter serial number, logger ID and logger manufacturer, so We can approach the manufacturer for the data.
13. Where possible, the data will be made available at minimum of Day +1, recorded at 15 minute intervals, with flat-lining issues investigated within 28 days of notification by SWW.

Frequently Asked Questions and Answers:

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

- We will not consent to an application on any site where Our Wholesaler logger is already installed. You must inform Us immediately via email on discovering any such equipment installed on the meter. Please contact us by calling 0344 248 0575 or emailing wholesaleaccountmanagement@southwestwater.co.uk. For the avoidance of doubt, We will only, as a matter of policy, permit the use of a splitter cable where a Diehl type meter is installed, where the meter reading transmitter already uses the pulse output. Where We cannot consent to allow the installation of Logger Equipment because We have already installed a logger on the meter, We will offer to share the data with you, in accordance with Our Data Sharing terms in Appendix 1.
- We will not consent to an application to install an Optical meter reading device, where we feel this will obstruct or hinder Our statutory obligations or propriety rights to obtain meter readings, nor affect the accuracy of the meter.

2) What happens if We withdraw Our Consent to the Installation of Logger Equipment:

- (i) We will ordinarily give You reasonable written notice requiring You to arrange for the removal of the Logger Equipment. If You do not remove the Logger Equipment within the specified notice period We may disconnect it in accordance with the Terms. However, we do have the right to remove the Logger Equipment without notice.
- (ii) Where possible, We will try to resolve the issue with the owner or installer of the equipment. If the issue cannot be resolved We will endeavour to provide 5 business days notification in advance of disconnection, where the owner of the equipment is known. In certain operational circumstances, it may not be possible to give advance notice, e.g. a leaking meter.

3) When We share data from Our Equipment with you what are Our charges?

- If Our Equipment is already installed and We have therefore refused Your application, We will provide You with data arising from Our Equipment at no charge. The provision of this data is subject to compliance with the Schedule of Data Sharing Terms.

4) When will We agree to You installing Logger Equipment on our meter?

- Should We not already have equipment installed or be planning to install equipment, We are likely to confirm that you can install Logger Equipment on a meter.
- 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) Will We permit the use of a splitter cable?

- Where We have an IZAR (or similar) AMR meter, where Our Equipment occupies the pulse output, We will, on request, swap this for a remote AMR unit with splitter box. This will enable You to connect Your Logger Equipment (data logger) to a spare pulse cable.
- Our preference, where a SWW logger is attached to the meter, is for sharing data with You. You will be responsible for formatting data You receive from Us, to suit Your needs. Alternatively, if You have Your own account with Our logger manufacturer, it may be possible for a copy of the data to be shared to Your account in Your preferred format.
- In exceptional cases, We may consider permitting the use of a proprietary, factory made splitter cable, connected to an intrinsically safe, battery operated data logger e.g Cello, Zilog, Comlog. In all such cases, You must provide Us with details of the splitter cable for consideration of Our Leakage Manager.
- For the avoidance of doubt, mains powered pulse collectors or those physically connected to a building management system will not be permitted.

6) How should a damaged meter be reported?

- If Logger Equipment cannot be fitted due to a leaking meter, damaged chamber or buried meter, SWW should be notified as follows:
 - A Retailer will submit a B/01 (process B5 Retailer initiated) market form
 - A Third Party will notify SWW direct, via wholesaleaccountmanagement@southwestwater.co.uk , with a job report and photos provided. SWW will then notify the Retailer via the B/01 (B5 Wholesaler initiated) process.

9) How will meter exchanges be handled?

- Where possible We will notify the Retailer or 3rd Party to remove their Logger Equipment equipment prior to exchanging the meter or carrying out repairs under warranty, provided they have previously confirmed that Your Logger Equipment has been installed.
- If the Retailer or 3rd Party has not removed Your Logger Equipment prior to exchange, We will may make reasonable endeavours to reconnect if possible, or it will be left in the meter chamber (if practicable) or given to the Customer for safekeeping.

10) What if We find Logger Equipment installed without Our consent to install?

- If We determine (at Our sole discretion) that We did not give Our consent for installation any existing Logger Equipment belong to a Retailer or Third Party We may, as appropriate arrange for the removal of that Equipment and consent. The Logger Equipment will be left in the meter chamber (if practicable) or given to the Customer for safekeeping.