

Severn Trent Water – Data Logging Terms and Conditions

1. BACKGROUND

These terms and conditions relate to the provision, replacement and connection of data logging equipment by Severn Trent Water Limited (“STW”) and its associated use by third-party organisations (“Customers”).

2. DEFINITIONS AND INTERPRETATION

In this Agreement:

2.1. the following expressions will have the following meanings:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conditions: the terms and conditions set out in this document.

Contract: the contract between the STW and the Customer for the sale and purchase of the Services in accordance with these Conditions.

Customer: the person, firm or applicant who purchases the Services from STW.

Data Logging: includes the connection of a data logger; building / energy management system; secondary dosing system; out-reader / scan counter; or a Retailer's automated meter reading device (AMR/ AMI) to a water meter.

Force Majeure Event: act of God, war, act of terrorism, civil commotion, lightening, earthquake, fire, explosion, flood or pandemic and any other event or circumstance to the extent it is beyond the reasonable control of the relevant party to the extent that such event or circumstance has materially affected the ability of the party relying on that event or circumstance to perform its obligations.

Order: The Customer's order for the Services, as set out in any of the following forms: the Data Logging Connection Request Form, Data Sharing Request Form, Meter Exchange Request Form.

Services: the installation and maintenance of data logging equipment in accordance with the provisions of Schedule A

Wholesale Scheme of Charges: the Severn Trent Water wholesale scheme of charges as updated from time to time and accessed at <https://www.stwater.co.uk/businesses/tariffs-and-charges/>

2.2 references to the background section, clauses, Schedules are to the clauses of and schedules to this Agreement and references to paragraphs are to paragraphs of the relevant Schedule;

- 2.3** the Schedules form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement will include the Schedules;
- 2.4** all headings are for ease of reference only and will not affect the construction or interpretation of this Agreement;
- 2.5** references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time; and
- 2.6** any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

3. BASIS OF CONTRACT

- 3.1** The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 3.2** The Order shall only be deemed to be accepted when STW issues written acceptance of the Order at which point, and on which date the Contract shall come into existence (Commencement Date).

4. SUPPLY OF SERVICES

- 4.1** STW shall supply the Services to the Customer.
- 4.2** STW shall use all reasonable endeavours to meet any performance dates specified within this agreement, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.3** STW reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and STW shall notify the Customer in any such event.
- 4.4** STW shall provide the Services with reasonable care and skill.

5. RESPONSIBILITIES

- 5.1** The Supplier shall comply with the requirements of Schedule A of these terms.
- 5.2** The Customer shall comply with the requirements of Schedule B of these terms.

6. CHARGES AND PAYMENT

- 6.1** Any charges related to the services outlined in this document can be found in the latest STW Wholesale Charges Scheme on the Business Section and STW shall invoice the Customer for the Services delivered in accordance with these charges on completion of the work.
- 6.2** Invoices shall be payable by the Customer within 30 calendar days.
- 6.3** STW reserves the right to increase the Charges on an annual basis in line with the percentage increase in the updated Wholesale Scheme of Charges.
- 6.4** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by STW to the Customer, the Customer shall, on receipt of a valid VAT invoice from STW, pay to STW such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.5** If the Customer fails to make a payment due to STW under the Contract by the due date, then, without limiting STW's remedies under Clause 10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 6.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.6** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by STW.

8. DATA PROTECTION

- 8.1** In performing the Services and its other obligations under this Agreement both parties will comply with the Data Protection Laws.
- 8.2** The Customer will not cause STW to breach any obligation under the Data Protection Laws.

9. LIMITATION OF LIABILITY

9.1 References to liability in this Clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.2 Nothing in this Clause 9 shall limit the Customer's payment obligations under the Contract.

9.3 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

9.4 Subject to Clauses 9.4 and 9.5, this Clause 9.6 sets out the types of loss that are wholly excluded:

- (a) loss of profits.
- (b) loss of sales or business.
- (c) loss of agreements or contracts.
- (d) loss of anticipated savings.
- (e) loss of use or corruption of software, data or information.
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

Subject to clauses 9.3, STW's total liability to the Customer under this Contract shall be limited to 150% of the charges payable under this Contract.

9.5 This Clause 9 shall survive termination of the Contract

10. TERMINATION

10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 3 months' written notice.

10.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- a) the Customer becomes subject to any of the events listed in Clause 10.2(c) or Clause 10.2(d), or STW reasonably believes that the Customer is about to become subject to any of them; and
- b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

- c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.3 Without affecting any other right or remedy available to it, STW may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

11. CONSEQUENCES OF TERMINATION

11.1 On termination or expiry of the Contract the Customer shall immediately pay to STW all of STW's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, STW shall submit an invoice, which shall be payable by the Customer immediately on receipt.

11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

12. GENERAL

12.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule A

1. INSTALLATIONS

1.1 STANDARD INSTALLATION

- 1.1.1** STW will install a splitter to provide a primary and secondary pulsed output. The primary output will be for STW's data logging equipment and the secondary output will be for the Customer's data logging equipment.
- 1.1.2** Only one additional logger can be attached to the meter. Where two external parties wish to connect to the same meter the Customer must confirm in writing which takes preference.
- 1.1.3** Where a standard installation is required, we will visit the eligible premises to undertake the work needed. This will be completed within twenty-two (22) business days from the quote being accepted.

2.1 NON-STANDARD DATA CABLE INSTALLATION

- 2.1.1** STW will provide a quote in line with our Wholesale Scheme of Charges:
- where the meter does not have a pulsed output connection and requires exchanging (see Section 12 Non-loggable Meters)
 - excavation work is needed
 - meter chamber modifications are needed e.g. to create a cable conduit
 - an above ground housing unit is required where it is deemed that data logging equipment cannot be fitted safely
 - work is necessary to gain access to the meter on the eligible premise, i.e. materials stored on top of the chamber; vegetation covering chamber
- 2.2.2.** The Customer shall be bound by any decision by STW regarding the most technically appropriate and cost-effective solution.
- 2.2.3.** Where the survey identifies that a non-standard installation is required, we will inform the Customer of our findings. We will provide a quote, and this will be valid for 90 days.
- 2.2.4.** Once the quote is accepted, we will visit the eligible premises to undertake the work needed. This will be completed within twenty-two (22) business days from the quote being accepted.
- 2.2.5.** If the Customer decides not to proceed with the non-standard installation, the Logger Cable Installation Aborted Visit charge will be payable which is outlined in Table 19 of our Wholesale Charges.

Provisions applicable to standard and non-standard installation

- 2.2.6. If the pulsed output connection cannot be fitted due to an issue that STW needs to rectify then arrangements will be made to carry out rectification work before the data cable is fitted.

Examples include but not exclusive to:

- the meter is leaking; the chamber is damaged or flooded.
- the meter is buried.

- 2.1.7 STW will confirm once the data cable is fitted and ready for the logger to be connected and we will provide a meter reading. This meter reading will also be added to the Central Market Operating System (CMOS) (where applicable).

- 2.1.8 STW will not check signal strength within the chamber as part of a standard or non-standard data cable installation and we accept no liability for the failure of any Customers data logging equipment.

3 METER EXCHANGES

- 3.1 STW reserves the right to exchange the meter at any time in accordance with Operational Terms Part B Metering (https://www.stwater.co.uk/content/dam/stw_businesses/retailer-standards-documents/Process_B_Metering.pdf).

- 3.2 If the applicant does not remove their data logging prior to exchange it will be left in the meter chamber.

- 3.3 STW will reconnect any existing Severn Trent data logger within twenty-two (22) business days of the meter exchange, provided the meter is compatible.

- 3.4 if the water meter is exchanged within twelve (12) months of the data logging cable being installed and the cable is incompatible with the new meter, STW will replace the data logging cable free of charge. STW will not be liable for any charges, costs or losses incurred by the Customer in relation to procuring or installing new data logging equipment.

- 3.5 Where STW has removed a logger, for reasons including but not limited to meter exchange or disconnection for non-payment, STW will not be responsible for any damage or loss of the logging equipment left in the chamber. However, if evidence is if negligence or breach of statutory duty by STW has resulted in the loss of a logger, we will reimburse reasonable costs to the owner of the logger. We may offer to replace the logger on a like for like basis. This will only apply where we have previously been notified that a logger has been installed on the meter.

- 3.6 STW will update CMOS (where applicable) with the new meter details within five (5) business days of the exchange taking place. STW will also endeavour to notify the logger owner of the new meter details.

4 NO DATA OR FLAT-LINING LOGGER

- 4.1 Where no data or flat lining occurs, this could be because of a faulty meter, faulty data logging cable, faulty pulse unit or splitter, faulty logging equipment. The Customer is responsible for checking the cause of the fault.
- 4.2 If data logging equipment cannot be fitted due to a leaking meter, Retailer should submit a B5 market form. A third party/ customer should notify us directly through the Meter Exchange Request Form on the Business Section of our website (<https://www.stwater.co.uk/businesses>)
- 4.3 Where STW has received notification from a third party, STW will ensure that the Retailer is notified of any action required by raising the relevant market form B5W- Damaged Meter Exchange.
- 4.4 If the checks made by the Customer suggest the data logging cable, pulse unit or splitter is at fault the Customer will be required to complete and submit a Data Logging Cable Replacement-Query Form on the Business Section of our website (<https://www.stwater.co.uk/businesses>)
- 4.5 In those instances where we are called out to a no data / flat lining fault and we subsequently find the data logging cable, splitter pulse unit is functioning correctly, the Logger Cable Investigation fee will be payable by the Customer. (See Section 13 Charges)
- 4.6 If not sealed correctly, data cables can be subject to water ingress especially in meter chambers that are susceptible to waterlogging. It should be standard practice to protect wiring connections and for equipment to be attached to the wall of the chamber where possible.

5 SAFETY REQUIREMENTS FOR INSTALLATIONS & REMOVAL OF LOGGING EQUIPMENT

- 5.1 STW will allow entry into the meter chamber for the purposes of accessing data logging equipment, provided the installer complies with this policy. The installer must ensure they comply with applicable health and safety legislation and have the appropriate technical competencies.
- 5.2 The Customer is responsible for ensuring any installer follows their own Risk Assessments and Method Statements.
- 5.3 All batteries used must be fitted and disposed of in the correct manner.

6 NON-LOGGABLE METERS

- 6.1 Where a meter is >15 years old and is not compatible for logging purposes we will not charge for the meter exchange. We will raise the relevant market form to notify the Retailer of the exchange (B5W Proactive Meter Exchange).

- 6.2 Where a meter is <15 years old and is not loggable (e.g., damaged pulse connection point but meter is still recording) a charge will be made for the meter to be exchanged as per non-standard quotes. A third party will be provided with a quote, and we will raise the relevant market form to notify the Retailer of the exchange (B10W). Once the quote has been accepted, we will arrange for the meter to be exchanged. When the exchange has been completed, we will arrange for the data logger cable to be fitted.

7 ACCESS TO WHOLESALER LOGGER DATA

- 7.1 Where STW has an operational data logger attached to a water meter, Customers may apply for access to this data without the need to purchase their own data logging equipment by completing the Data Sharing Request Form.
- 7.2 Customers can apply for a one-off snapshot over a specified timeframe by completing the Data Sharing Request Form.
- 7.3 Where an application is made under clause 6.1 or 6.2, a letter of authority from the end customer (confirming that the Customer is acting on their behalf) must be provided.
- 7.4 Access to 12-month data:
- 7.4.1 STW will make data available to Customers for a set charge (as outlined in the Wholesale Scheme of Charges), per meter per annum, subject to approval of the application. Data will be provided at a minimum of Day+1 at 15-minute intervals;
- 7.4.2 Access to a one-off snapshot of data:
- 7.4.3 STW will provide data for a timeframe specified by the Customer for a set charge per meter, subject to approval of the application.
- 7.4.4 STW will provide the Customer with a data extract in CSV format or a flow profile screenshot via email, providing this is available for the requested period. We cannot guarantee complete data for the period requested.
- 7.4.5 Where a water meter already has a pre-existing non-Wholesaler logger fitted, we may ask the logger owner to share data with us, subject to the permission of the end customer.
- 7.4.6 STW reserve the right to remove a Wholesaler data logger at any time and cannot guarantee that data will be available for the full duration of the term requested by the Customer.
- 7.4.7 STW cannot be held liable for any loss of data or data access due to failure of the water meter, logging equipment, mobile network, or systems provider or due to issues accessing the water meter.

- 7.4.8 STW cannot guarantee the accuracy of Wholesaler logger data nor be held liable for inaccurate data. Meter readings shall remain evidence of usage.
- 7.4.9 There is no obligation for STW to interpret or explain any aspect of the data provided.
- 7.4.10 The Customer must notify STW if they are no longer contracted on behalf of the end customer so that data sharing arrangements can be terminated.
- 7.4.11 STW will investigate a non-functioning wholesale data logger or data flat-lining issue within twenty-two (22) business days of being notified.
- 7.4.12 STW is responsible for the maintenance of its operational data logging equipment, making sure that it is clearly labelled with contact details.
- 7.4.13 STW may install data logging equipment for operational leakage monitoring purposes. STW may fit an operational logger on either a permanent or temporary basis.
- 7.4.14 Where there is insufficient room to fit a second data logger within the chamber, STW will provide a quote for data sharing from our logger, or a quote will be provided for a non-standard installation.
- 7.4.15 STW will install a data logging cable to provide a second pulsed output connection onto which the Customer can connect their data logging equipment.
- 7.4.16 STW reserves the right to disconnect any data logging equipment where it interferes with the reading of meters or affects the performance of radio devices or leakage loggers. STW will provide evidence of the issue caused and will, where possible, try and resolve this with the owner / installer of the data logger.
- 7.4.17 STW cannot provide technical advice or recommend any type of data logging equipment.

Schedule B

1. CUSTOMER RESPONSIBILITIES

- 1.1 The Customer will be responsible for the maintenance of any data logging equipment it installs including removal and refitting of any such equipment.
- 1.2 Any data logging equipment installed on a Severn Trent Water meter must be clearly labelled with a contact name and telephone number.
- 1.3 The Customer must not remove or interfere with any data logging equipment or AMR/AMI devices they find attached to the meter.
- 1.4 The Customer cannot make any alterations to the meter chamber. The Customer is liable for any damage caused to the water meter, associated pipework, fittings, meter chamber or Severn Trent Water logger, as a result of installing data logging equipment.
- 1.5 Equipment must not be installed where it will interfere with ability to visually read the meter.
- 1.6 If the Customer wishes to connect to a building management system or dosing system that requires a voltage, then a barrier relay or resistor or Negative Positive Negative (NPN) /Positive Negative Positive (PNP) transistor must be fitted, at the Customer's expense.
- 1.7 Due to the fact that meter chambers are likely to be flooded at any time due to rainfall/ground water levels or other causes, all data logging equipment should be IP68 rated (able to be submersed in water).
- 1.8 Devices which are fitted in waterlogged chambers or under heavy meter lids are less likely to be able to transmit data. We recommend an above ground housing unit is used in such instances.
- 1.9 The Customer should notify STW that a logger has been fitted via the Logger Fitted form on our website.