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WATER

# Bristol Water Wholesale Services Policies 2022/2023

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## Data Logging Activities

This sets out the Terms and Conditions to which all parties (including Retailers and their agents) who wish to install, maintain, or remove data logging equipment must adhere in connection with our water revenue meters. All data logging activities undertaken by Retailers must be conducted in accordance with the terms laid out below. Please use the Y3 Form for any requests.

All references to Retailers include their agents and contractors acting on their behalf.

### 1. Retailer Data Logging Equipment

1.1 On receipt of an Y3 Form, our Network Team will investigate the request and if they have any concerns or objections (considering section 2-4 below), we may visit site to supervise any installation. There will be no charge for this visit. We will ensure that:

- a. Our existing data logging equipment or meter is not affected by the Retailer's actions; and
- b. The Health and Safety requirements around opening our chambers and accessing our meters are fully met and that our meter site is left in a safe manner.

1.2 Where our Network Team have no concerns or objections in relation to section 1.1, above, we will allow the work to go ahead without any supervision.

1.3 Any data loggers installed by the Retailer on our meter must be non-intrusive, clearly labelled/tagged and must not interfere with the operation or integrity of our meter. The Retailer or a company carrying out work on their behalf must not splice or cut into Bristol Water's equipment under any circumstance; doing so will result in the damaged equipment being replaced and the cost recharged to the Retailer.

1.4 Where the meter is located on our infrastructure, the Retailer will not be permitted to interfere with the integrity of the meter chamber or housing.

1.5 When carrying out data logging activities, no existing ancillary equipment attached to our meter and belonging to BristolWater should be removed either temporarily or permanently, without the prior written permission of the Bristol Water Wholesale Services.

1.6 Where a data logger is found to interfere with the operation or integrity of the meter or our associated assets, we retain the right to remove data logging



equipment, or the Retailer will be informed to remove the data logger without delay.

1.7 Where our meter, existing data logging equipment and/or meter chamber is damaged as a result of your activities then the Retailer must inform Bristol Water Wholesale Services without delay. We may repair or replace the meter, data logging equipment and/or meter chamber in accordance with the relevant operational process as specified in the Operational Terms. Any costs incurred in locating the fault and/or correcting any damage will be passed on to the Retailer.

1.8 Where data logging equipment, which is owned by Bristol Water, is already attached to the meter then the provision of logged data may be possible. This will be conducted in such terms as specified in our Meter Data Policy and the Business Terms of the Wholesale-Retail Code. We will share data where this is accessible and available. No charge will be incurred for sharing this data.

1.9 We will allow entry into the meter chamber for the purposes of accessing data logging equipment, provided the installer complies with the Terms and Conditions specified. The installer must comply with any applicable health & safety legislation and have the appropriate technical competencies, including confined space entry where required.

1.10 Any work on or near the highway must comply with the New Roads and Street Works Act (NRSWA) 1991; the Traffic Management Act (TMA) 2004 and the latest edition of the Safety at Street Works & Road Works Code of Practice (Red Book).

1.11 The logging device's power unit which includes batteries or battery packs must be selected or designed for specific use with the logger. The manufacturer or supplier shall warrant the device and associated battery unit so that it is fit for purposes and safe under all operating conditions (i.e., no venting, explosion, discharge or heat gain during forced and complete discharge, electrical shorting and prolonged submersion).

1.12 Any external battery unit must be labelled with a contact name and telephone number. Devices with internal battery units must have the hazard warning labels clearly displayed.

1.13 The logging device should be capable of identifying when and where low battery power conditions exist prior to battery failure.

1.14 No onsite logger or battery maintenance is permitted; a full unit exchange must be carried out.



1.15 The installer (or owner) is obliged to remove and dispose of their redundant loggers in accordance with waste regulations.

### 2. Permissions

2.1 If the Retailer wishes to install any equipment on a meter owned by, we, then they must inform the Bristol Water Wholesale Services using the Y3 Form.

2.2 Our Wholesale Services team will consult with our Network Team and confirm to the Retailer whether permission is granted, granted under the condition the installation is supervised, or refused. Our Wholesale Services shall inform the Retailer whether permission is granted in such a manner as specified in the Business Terms.

2.3 In order for permission to be granted an initial site visit may be conducted by ourselves. There will be no charge on the Retailer in these circumstances.

2.4 Permission will only be granted where the meter to be logged corresponds to the water supply of one of the Retailer's customers.

### 3. Capability for Data Logging

3.1 We do not guarantee the capability of our meter for data logging.

3.2 Meter exchange requests in order to replace with a data logging capable meter must be made using the relevant operational process as specified in the Operational Terms and will occur a non-primary charge.

### 4. Removal of a Data Logger

4.1 The right to data log our meter may be withdrawn at any time without notice due to operational emergencies or other significant operational events. Outside of such emergency events, should we need to carry out data logging of a meter that is already being data logged by the Retailer then effort will be made to either:

- a. share data; or
- b. organises a mutually agreeable times to remove/refit the equipment.

4.2 We retain the right to remove data logging equipment installed on a meter if agreement on 4.1(a) or 4.1(b) above cannot be made.

4.3 When a customer switches and transfers to another retailer, then the Retailer must remove their data logging equipment from our meter as soon as possible.



### Meter Usage Data

This sets out the Terms and Conditions to which all parties (including Retailers and their agents) who wish to access meter usage data belonging to ourselves. All requests for meter usage data must be processed in accordance with this policy and if the Retailer is receiving meter usage data, they will be doing so with the understanding of the terms laid out below.

#### 1. Requesting meter usage data

1.1. If data logging equipment belonging to Bristol Water is installed on a meter and the Retailer wishes to access this data, then a request must be submitted to Bristol Water Wholesale Services via a Y3.

1.2. Any request should specify whether access to data is a single request or an on-going basis.

1.3. We will respond to the request within the time specified by the Business Terms of the Wholesale-Retail Code.

1.4 Permission will only be granted where the meter to be logged corresponds to the water supply of one of the Retailer's customers.

1.5. Data sharing will be via 3rd party platforms, dependant on our choice of logger at that specific site.

#### 2. Charging for this service

2.1. There will be no charge where the data is accessible and available.

#### 3. Liability

3.1. We cannot guarantee the state of maintenance and repair of our data logging equipment at any given time. If our data logging equipment is not in a full state of repair, then meter usage data will not be available.

3.2. All data loggers installed and owned by us is for the purpose of our network operations. Maintenance of this data logging equipment is prioritised according to our operational requirements.

3.3. We cannot guarantee the accuracy of the meter usage data. We will not be liable for any inaccurate data.



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3.4. In some cases, data may be managed by a third-party organisation on behalf of ourselves. We will not be responsible for any down time or loss of data as a result of third-party operations.

3.5. We may remove data logging equipment at any time, if required for operational purposes; therefore, meter usage data will not be available at that time.



### Retailer Leakage Policy

This policy document sets out how Bristol Water plc will calculate and apply leakage allowances to a Retailer, following a form H/01 request from a Retailer on behalf of their non-household customers. Any allowance is provided direct to the Retailer and not directly to their customer. Bristol Water is responsible for fixing leaks on our own pipework. Customers are responsible for the service pipe inside the boundary of their property or site and in private land: this is from where the pipe enters private land, usually at the stop tap/control valve at the boundary.

#### 1. Detecting a leak

1.1. A leak may be detected by Bristol Water, the customer, the Retailer or a member of the public.

1.2. Once a leak has been detected on a NHH customers supply, Bristol Water will issue a "leakage notice" under the Water Industry act 1991 directly to the customer, and we will provide a copy of the notice to their retailer in accordance with the Operational Terms.

1.3. The notice places the responsibility on the customer to have the leak repaired within 14 days. In extreme cases where the leak is causing damage, no water, or potential contamination we may issue a 7-day notice or disconnect the supply.

1.4. We will recheck after 14 days (or 7 days where applicable) and if the leak has not been repaired, we will issue a more formal notice. If after 7 more days the leak has not been repaired, we have the legal right to repair the leak ourselves and recharge the NHH customer all the costs involved. An enforced repair is outside the market codes; therefore, any notice issued on the customer will be copied to their Retailer. We would encourage the Retailer to work closely with their customer to ensure the leak is repaired in a prompt and timely manner.

#### 2. Leakage Allowance

2.1. If a customer's metered usage is higher than normal, it could be due to a leak. In some circumstances, we may make leakage allowances, however evidence of regular meter readings and monitoring by the customer will be required to support any allowance claim. Any leak found on Bristol Water's asset that results in high consumption on the NHH customers meter will be compensated for in full. Please also refer to the limitations under section 3. Any leakage allowance claim must be made by the Retailer using form H/01 (Part H Allowances, assessment requests and incentive applications, Wholesale-Retail Code Part 3 Operational Terms).





### 2.2. Customer usage less than 200 cu.m. p.a.

2.2.1. An allowance will only be granted in the first instance and will be an allowance of 100% above normal consumption.

2.2.2. No allowance will be granted for subsequent leaks.

2.2.3. A leakage allowance claim must be made within six (6) months of the leak being identified and can be applied for up to one (1) billing period.

2.2.4. Evidence of customer regular meter readings or proof of monitoring the supply to reduce leakage will be required as supporting evidence to the claim.

### 2.3. Customer usage between 201 and 15,000 cu.m. p.a.

2.3.1. An allowance will only be granted in the first instance and will be an allowance of 50% above normal consumption.

2.3.2. No allowance will be granted for subsequent leaks.

2.3.3. A leakage allowance claim must be made within six (6) months of the leak being identified and can be applied for up to one (1) billing period.

2.3.4. Evidence of customer regular meter readings or proof of monitoring the supply to reduce leakage will be required as supporting evidence to the claim.

2.3.5. The allowance will only be applied to one (1) meter per site regardless of the number of meters on the site.

### 2.4. Customer usage over 15,000 cu.m. p.a.

2.4.1. All requests will be assessed on a case-by case basis. In determining the allowance consideration will be made of:

- (a) The length of time before the leak was discovered
- (b) The number of days taken to repair the leak
- (c) Regular meter readings prior to and subsequent to the leak being repaired

## 3. Limitations

3.1. The leak must be repaired within 30 days of the Customer or Retailer becoming aware of the leak on the supply pipe. If a leakage notice has been issued this can be reduced to 7 or 14 days or immediate disconnection of the water supply may be required.



- 3.2. The repair may be subject to an inspection by Bristol Water.
- 3.3. Only one allowance will be granted per customer.
- 3.4. Any further request will be assessed on a case-by-case basis, and at the discretion of the Wholesaler. The Customer would have to demonstrate good practice and show improvements made to their infrastructure.
- 3.5. Regular customer meter readings and monitoring of supply to reduce leakage may be required to support any allowance claim, otherwise an allowance may not be granted.
- 3.6. There must be appropriate and sufficient evidence that the leak has been repaired. This can be demonstrated by the Retailer providing a copy of the repair bill and/or providing at least two actual reads after the repair, at least 2 weeks apart, to ensure that the consumption is back to normal. In some situations, at the Wholesaler's discretion, both pieces of evidence may be required.
- 3.7. No allowance will be granted where a leak has been caused through negligence by the customer or anyone acting on the customer's behalf.
- 3.8. No allowance will be made for loss of water due to faulty equipment or fittings.
- 3.9. Allowances will only be made for leakage from underground supply pipes – this may include pipes located underneath the property.
- 3.10. Allowances will be calculated based on the last two billing periods (if billed six (6) monthly), or the same month as the leak but from the previous year (if billed monthly). If the customer is newly metered and there is no consumption history, the allowance will be calculated based on the consumption of a similar business / property type. As soon as an actual average consumption is known the allowance may be adjusted accordingly.
- 3.11. All allowance requests must be made by the Retailer using Form H/01. The leakage allowance will only be given to the Retailer that applied for the allowance. The Retailer should only apply if all the criteria is met, otherwise the request will be refused.
- 3.12. The Retailer continues to be liable for full wholesale charges at a supply point whilst any application for a leak allowance is being processed.
- 3.13. Bristol Water reserves the right to further adjust the usage if it is discovered the premises' consumption has risen or fallen significantly at the next meter read.



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3.14. The NHH Customer may be entitled to a sewage allowance, please contact the sewage wholesaler for further information.

3.15. Any allowance given by Bristol Water plc is provided direct to the retailer and not directly to their customer.

3.16. Leak allowances will only ever be granted for metered supply points.

3.17. The retailer will credit the customer as per their processes.

3.18. A reading on completion of the leak being fixed must be supplied with the application.

3.19. It is the responsibility of the NHH Customer and the Retailer to monitor meter readings. This is to help identify when there is an increase in consumption and determine whether there is a leak on the non-household customer's side of the meter.

3.20. The awarding of a leak allowance, including those in exceptional circumstances, will be at Bristol Water's discretion. We reserve the right to refuse any application for a leak allowance which does not fit within our policy.



## Water Regulations – Abortive visit policy

The Water Supply (Water Fittings) Regulations 1999 are statutory requirements for the design, installation, composition and maintenance of water fixtures and fittings. “Water fittings” means any item that is connected to your water supply, (such as taps, valves, cisterns and solder) and apply from the point where water enters the property’s underground service pipe. The Water Regulations were created under the Water Industry Act 1991 to ensure the safety of the water supply.

The five main purposes of the Water Regulations are to protect against:

- Contamination
- Waste
- Misuse
- Undue consumption
- Erroneous

Everyone must comply with the Water Regulations and water companies have an obligation to enforce them.

### 1. Water Regulations Breach/Inspections

Following a Water Regulations breach or inspection, we will carry out follow up visits. If the work to rectify the breach or infringements has not been successfully started or completed, then an abortive visit charge will apply (up to a maximum of 3). These visits are to ensure the safety of the water supply.

On receipt of a copy of our letter to a NHH Customer, we will expect the Retailer to contact their customer to inform the customer of their responsibility for compliance with the Water Fittings Regulations (as per Process F6 Operational Terms) and potentially offer support/advice in rectifying the breach/infringements.

### 2. Abortive Visit or Missed Appointment

Where the retailer or their customer misses an appointment, they have made with us, then an abortive visit charge will apply. Please see the non-primary charges in our Wholesale Schedule of Charges for details of this.

### 3. Legal Action

If the required action is not taken by your customer, Bristol Water will at the end of the notice period, review the position and may take one or more of the steps set out below to deal with the unresolved risks:



If it is considered that the case then constitutes an emergency, due to a risk to property or persons, including other customers, then the water supply to the property or fittings may be disconnected. If that occurs the customer and the retailer will receive a Disconnection Notice advising what to do to remedy the situation to enable the supply to be safely reconnected. There will be a charge for this work under Section 75 (9)(b) of the Act. If entry to carry out the works is refused, we may seek a Court Order to gain entry. We will seek recovery from the customer of any costs we incur in any legal proceedings to gain entry.

Bristol Water may decide to itself carry out the works specified in the Water Regulations survey report, in which case the customer will be charged by us for those works, under Section 75 (9)(b) of the Act. If entry to carry out the works is refused, we may seek a Court Order to gain entry in which case we will seek recovery from the customer of any costs we incur in any legal proceedings to gain entry and for carrying out any works.

#### 4. Further Information on Water Regulations

You will find a timescale for rectification against each contravention on our reports. Bristol Water is legally obliged to enforce compliance with the Water Regulations; therefore, it is important these contraventions are rectified by the re-inspection date specified on the report. Bristol Water has no discretion over whether to arrange an inspection or to enforce compliance with the Water Regulations. We have a legal duty to enforce them and will be held accountable by the Departmental for the Environment, Food and Rural Affairs (DEFRA) if we fail in this duty.

Bristol Water has power to serve notice on your customer and to enter their premises in order to carry out the mandatory Water Regulations inspection. We will attempt to arrange the inspection for a time to suit the customer. If, however no contact is made with us, we are obliged to follow procedures as laid down by The Water Supply (water fittings) regulations 1999.

To ensure a swift and effective inspection of the premises, we ask that the customer or someone familiar with the safety and security procedures and ideally the plumbing system, accompany the Water Regulations Officer throughout the inspection. The safety of our Officer is the customer's responsibility whilst he or she is on their premises.

More information explaining both the requirements of the Water Regulations and some of the risks that are linked with non-household premises can be found on the Water Regulations Advisory Scheme (WRAS) web site at [www.waterregs.co.uk](http://www.waterregs.co.uk).