



Standard terms and conditions for the provision of online data logger information to a Retailer

Terms and conditions for the for the provision of online data logger information

Contents

| | |
|--|---|
| Terms and conditions for the for the provision of online data logger information | 2 |
| Version Control | 2 |
| 1.0 Definitions and Interpretations | 3 |
| 2.0 Website Request for access to data and Commencement of the Service | 3 |
| 3.0 The Charges | 3 |
| 4.0 Provision of Services | 4 |
| 5.0 Termination | 4 |
| 6.0 Liability | 4 |

Version Control

| Version Number | Date of Issue | Modifications to previous issue |
|----------------|-----------------|--|
| 4.0 | 22 March 2021 | Insertion of Contents table and version control and updated hyperlinks |
| 5.0 | 20 January 2022 | Amendment in Definitions to replace Value Added Services document with Wholesale Tariff Document |

This document is available in Welsh on request.

1.0 Definitions and Interpretations

In this document the following words and expressions have the following meanings unless inconsistent with the context:

Billing Timetable means the timetable published on the Wholesale area of DCWW's [website](#)

Charge means the charge(s) for the services as detailed in DCWW's published [Wholesale Tariff Document](#)

DCWW means Dŵr Cymru Cyfyngedig and any member of staff employed directly by DCWW or Contractors acting on DCWW's behalf

DCWW Apparatus means the DCWW meter or meters that record(s) the water usage and any associated water apparatus including fittings required to facilitate Data Logging by DCWW's Wholesale business

DCWW Data Logger means a Data Logger that is owned by DCWW's Wholesale Business

Retailer means the holder of a Restricted Retail Authorisation (an authorisation described in paragraph 6 of schedule 2A of the Water Industry Act 1991 i.e. an authorisation to use the supply systems of an Undertaker that is wholly or mainly in Wales for the purpose of enabling the Retailer to supply Retail Services to Eligible Premises who use 50 mega litres or more of water a year)

Services means the provision of online access to graphical data logger information

2.0 Website Request for access to data and Commencement of the Service

- 2.1 The Retailer will submit [form S/01](#) to DCWW.
- 2.2 Within five Business Days of receipt of a completed form S/01 DCWW will notify the Retailer of the system log in details to access the online data.

3.0 The Charges

- 3.1 DCWW will issue an invoice to the Retailer in accordance with its Billing Timetable.
- 3.2 If Payment is not received in accordance with the Market Codes, the access to the data will be removed without notice.

4.0 Provision of Services

- 4.1 The DCWW Data Logger is installed on a DCWW operational meter that is used for operational, regulatory or network reasons and may be removed at any time without notice.
- 4.2 If the DCWW Data Logger fails or data stops being transmitted DCWW gives no guarantee regarding when or if the failure will be notified to the Retailer and/or rectified.
- 4.3 If a Customer or Retailer requires guaranteed continuous data then they are advised to install their own Data Logger.

5.0 Termination

- 5.1 DCWW may terminate these Services without notice if for operational reasons it decides to remove the DCWW Data Logger from its meter or if there is a failure.
- 5.2 DCWW will terminate the Retailer's ability to access the online data if the Retailer ceases to be the Retailer for the customer's site.
- 5.3 The Retailer may decide that it wishes to stop receiving the Services at any time. The date of termination will be the date that the termination notice is received by the DCWW Wholesale Service Centre.

6.0 Liability

- 6.1 DCWW shall not be liable for any losses damages or expenses incurred by the Retailer or its customer which occurs as a result of the DCWW Data Logger emitting inaccurate data and/or the failure or removal of the DCWW Data Logger.