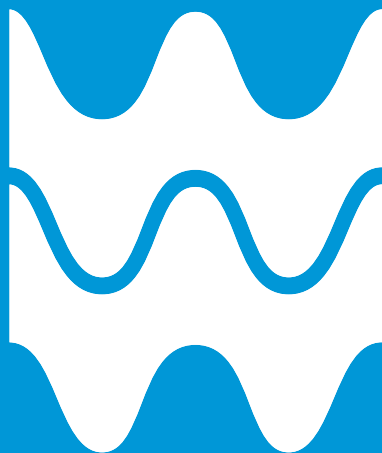


# Open Water Operational Code

2021



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## 1. Introduction

This Open Water Operational Code aims to provide additional information to Retailers who have entered into a Wholesale Contract for Wholesale Services with Dŵr Cymru Welsh Water (DCWW). This Code explains the specific operational context within which we operate. In particular, it sets out:

- The details of our services and how we will work with Retailers in providing services, including the responsibilities and service levels of both parties; and
- Clarification of which services have discrete charges as detailed in our Wholesale Tariff document

Sewerage services and trade effluent are not in the market within DCWW's Statutory Area. This may change in the future and should this happen we will update this document accordingly.

DCWW is committed to meeting the aims of Competition Law, and meeting the requirements of Condition R of our licence (i.e. prevention of unfair discrimination, unfair advantage and undue preference) is a key element of this. We treat all customers of our water and sewerage services fairly, whether their Retail service is provided by DCWW or a third party Retailer.

We are committed to ensuring that all Retailers serving customers with a site that is eligible for competition, including DCWW's competitive retail division (the Commercial Retail Team), access DCWW's Wholesale Services in the same way (i.e. via the Wholesale Service Centre) and receive the same level of service so as to ensure that no undue preference or unfair commercial advantage is conferred on the Commercial Retail Team. For more information please see our Compliance Code available [here](#)

We will review this Code on a regular basis, and update it as necessary to take into account revised guidance, market arrangements or changes within DCWW and/or the market framework.

If you have any questions in relation to accessing DCWW's network or entering a Wholesale Contract for Wholesale Services please contact DCWW's Wholesale Service Centre on 0800 260 5053 or by email at [wholesaleservicecentre@dwrcymru.com](mailto:wholesaleservicecentre@dwrcymru.com).

If you have any comments or observations in relation to the competition law aspects of this "Open Water – Operational Code" please contact Kate Newton, our Competition Solicitor on 07770 418897 or by email at [kate.newton@dwrcymru.com](mailto:kate.newton@dwrcymru.com).

## 2. Open Water

Since 1 April 2017, all non-household customers of water and sewerage services served by companies based wholly or mainly in England have been able to choose their Retailer for water and sewerage. The Welsh Government decided there would be no change to the Retail market in areas supplied by water and sewerage companies based wholly or mainly in Wales, so the Retail market in DCWW's area of operation remains limited to the water supply only of non-household customer sites using more than 50MI of water per annum. A water supply and/or sewerage licence (WSSL) limited to self-supply is not available to provide services to premises supplied using the supply system of an appointed company whose area of appointment is wholly or mainly in Wales.

A key aim of Open Water is to create a level playing field for third party Retailers in the form of licensed water suppliers looking to provide water or sewerage services to non-household customers in competition with the Retail arms of incumbent water companies (i.e. so that

they are able to compete as effectively as the incumbent Retail service providers).

Although Retail competition within DCWW's Statutory Area is limited to the supply of water services for customers who use over 50ML of water at a site (and not sewerage services), DCWW fully supports Open Water and aims to achieve the best outcomes for customers in general. The market arrangements, systems and codes that have been developed by Open Water, MOSL and Ofwat provide the framework for achieving this.

### 3. Area of operation

DCWW is the sixth largest of the ten regulated water and sewerage companies in England and Wales. Responsible for providing over three million people with a continuous, high quality supply of drinking water and for taking away, treating and properly disposing of the wastewater that is produced, DCWW is fully committed to delivering best quality service at least possible cost.

Since 2001, DCWW has been owned, financed and managed by Glas Cymru. Unique in the water and sewerage sector, Glas Cymru is a company limited by guarantee and as such has no shareholders. DCWW is therefore a not-for-profit company.

DCWW's boundary map



## 4. Wholesale Service Centre

DCWW's Wholesale Service Centre provides the interface between any Retailers acting on behalf of customer sites open to competition and DCWW's Wholesale business in order to ensure that all Retailers access DCWW's Wholesale Services in the same way, using the same communication channels and receive an equivalent level of service. This is a key way in which DCWW is supporting a level playing field for all Retailers looking to provide Retail services currently or previously provided by DCWW's Commercial Retail Team.

This is achieved by the following steps:

- The Wholesale Service Centre is the point of contact for scheduling all wholesale services (i.e. operational jobs) for customers with eligible sites following receipt of relevant information from the Retailer;
- The Wholesale Service Centre is the point of contact for receiving and handling all inset appointment and bulk supply enquiries;
- The Wholesale Service Centre is the point of contact for dealing with the handling and provision of all value-added services for all eligible customers whether delivered by the Commercial Retail Team or a third party Retailer;
- The Wholesale Service Centre is the point of contact for handling all requests for information from Wholesalers on the borders of our supply area associated with the operation of the non-household retail market.

DCWW's Wholesale Charges and Billing information are available here: [Wholesale Charges](#)

Any Retailer who wants to enter a Wholesale Contract for Wholesale Services with DCWW, or has other enquiries in relation to accessing DCWW's network should contact DCWW's Wholesale Service Centre at:

Wholesale Service Centre  
Dŵr Cymru Welsh Water  
PO Box 3164  
Cardiff  
CF30 0FF

Email: [wholesaleservicecentre@dwrcymru.com](mailto:wholesaleservicecentre@dwrcymru.com)

Telephone: 0800 260 5053

## 5. Network Access Code

The Water Industry Act 1991 (as amended) ("WIA 1991") permits a licensed water supplier access to a water undertaker's supply system in order that the Licensee may supply water to eligible premises. Condition S of a water undertaker's Conditions of Appointment requires every water undertaker to publish an access code setting out the basis upon which it will permit access to its supply system.

DCWW's Access Code provides guidance to Licensees holding a "Supplementary Authorisation" who are seeking to introduce water into DCC's supply system to supply their customer in accordance with their restricted retail authorisation.

DCWW's Network Access Code is available [here](#)

Any queries in relation to DCWW's Access Code, DCWW's indicative access prices, or in relation to the water supply licensing regime generally should be directed to DCWW's Wholesale Service Centre (see contact details in Section 4).

### 5.1 Water Trading

In February 2016, DCWW published its Water Trading and Procurement Code. It was the first such code to be approved by Ofwat. The code sets out DCWW's approach to water trading, and explains how DCWW ensures that any water trading benefits the environment and DCWW's customers.

The current copy of the Water Trading and Procurement Code is available [here](#)



## 6. Data Protection

Any requirement on DCWW to disclose information or data to the Retailer will be considered with reference to the UK Data Protection laws, including the General Data Protection Regulation (GDPR).

## 7. DCWW Assets

Where DCWW assets are located on non-household customer premises, DCWW reserve the right to gain access to such premises to inspect or maintain its assets. In such an eventuality DCWW will contact the non-household customer directly and will not notify the Retailer. Such access rights should not be unreasonably withheld and if so, DCWW may revert to the powers detailed in Section 75 of the Water Industry Act 1991.

## 8. Open Market Codes

DCWW will comply with the requirements set out in the Market Architecture Plan (MAP). Current versions of the MAP (including the Wholesale-Retail Code and Market Arrangements Code, together "the Market Codes") are available at: [Market Codes](#)

As set out in the Market Codes, a notice, form or other written communication where the notice period is in terms of Business Days, shall be treated as received as below:

- if delivered by hand (including courier) during Delivery Hours, when so delivered; and if delivered by hand outside Delivery Hours, at the next start of Delivery Hours;
- if sent by first class pre-paid post, guaranteed next day delivery, post with delivery confirmation or receipt (for example special delivery), on the later of actual receipt and 9.00 am on the Business Day after posting if posted on a Business Day, and on the later of actual receipt and 9.00 am on the second Business Day after posting if not posted on a Business Day;

- if sent by first class pre-paid post, without a guaranteed delivery date, on the third Business Day after posting if posted on a Business Day, and on the fourth Business Day after posting if not posted on a Business Day; and
- if sent by e-mail or any other electronic means during a Business Day, on that Business Day and if it is received outside of a Business Day, on the following Business Day. A Business Day is defined as the period between 8:00am and 6:00pm on any day except Saturday, Sunday and Bank Holidays.

Unless otherwise specified, where the start of a period of time is defined by reference to an event or act, it shall begin in the Business day or Calendar Day (as applicable) after the event or act first occurred or is to occur.

Unless otherwise specified, where a notice, form or other written communication must be given in advance of an event or act, the period of time shall be calculated as beginning on the Business day or Calendar day (as applicable) before the event or act is due to occur.

All of our online forms are available here: [DCWW Online Forms](#)

### Retailer Wholesale Group Good Practice Guides

DCWW has updated all of its policies (where applicable) to adhere to the Retailer Wholesale Group Good Practice Guides. Further details can be found on our [website](#).

### 8.1 Service Request

Any service requested from the Wholesale Tariff Document must be submitted by a Retailer using a recognised communication method (i.e. bilateral form sent in electronic or manual format). Emailed bilateral forms should be sent to [wsctickets@dwrcymru.com](mailto:wsctickets@dwrcymru.com) Service requests made by telephone will not be accepted.

References to forms in this document refer to the completion of actual forms or the

submission of a request via the Market Bilateral portal.

A standard request accepted by DCWW will be deemed authorised by the Retailer, granting authority to DCWW to complete any works necessary and recharge any relevant costs to the Retailer. Where the work is non-standard a quotation will be provided prior to the work being completed.

## 8.2 Appointments

When a Retailer is seeking to make an appointment on a customer's behalf, DCWW will offer an appointment slot to the Retailer, DCWW are unable to hold appointment slots so the Retailer may have to secure this appointment at the time the offer is made. If the time is unsuitable, the appointment can be rearranged. If the appointment is missed by the customer or the Retailer, they could be liable for any costs incurred. In the event of an appointment being missed due to DCWW, and the Customer requires compensation for this, the GSS standard will apply.

## 9. New Connections - Application to be registered as the Retailer at a newly connected supply point (Process A6 - Form A/05)

When DCWW receives a A/05 request (to be sent at least 8BD before the expected date of connection) requesting that a Retailer is registered at a newly connected Eligible supply point DCWW may either accept or reject the request.

If the request is accepted, no less than **3 Business Days** before the estimated date of connection DCWW will update CMOS to register a new supply point.

Within **5 Business Days** of a connection having been made, DCWW will update CMOS.

## 10. Metering

### 10.1 DCWW metering policy

DCWW will determine the location of a meter, requests can be made for a meter to be relocated, but the Retailer will be required to pay any costs incurred. If the property is more than 50 metres from DCWW's main distribution pipe, DCWW will install the meter at the start of the supply pipe (usually at the highway boundary).

Water Meters are the property of DCWW and under Section 175 of the Water Industry Act 1991, Retailers and non-household customers are not authorised to remove or interfere with DCWW meters, or instruct another entity to do so. It is a criminal offence to interfere with, wilfully damage or remove the meter and can result in a large fine if convicted.

The meter should also not be obstructed preventing DCWW access to its assets. If this happens and DCWW has to remove the obstruction all associated costs will be recharged.

DCWW's Terms and Conditions for a metered supply can be found [here](#)

### 10.2 Service Request

If DCWW is asked to arrange site visits directly with a Non-Household Customer, Retailers should provide telephone numbers and email addresses for a minimum of two customer representatives.

Metering work will normally be carried out between the hours of 8am and 6pm Monday to Friday or 8am to 12pm Saturday.

A standard request accepted by DCWW will be deemed authorised by the Retailer, granting authority to DCWW to complete any works necessary and recharge any relevant costs to the Retailer. Where the work is non-standard a quotation will be provided prior to the work being completed.

### 10.3 Meter Installation

All DCWW Eligible sites are already metered so there should be no occasions where a Retailer will need to ask DCWW to install a meter. If an unmetered supply is found at an eligible non-household customer's site, DCWW will install a meter at its cost.

### 10.4 Meter Accuracy - Meter accuracy testing performed by DCWW (Process B3 - Form B/01)

A request for a meter accuracy test may be required by:

- a Retailer or other Wholesaler submitting a B/01 request;
- an arbitration tribunal or trading disputes committee; or
- otherwise on DCWW's own initiative.

If a request for a meter accuracy test is made within 3 months of the same meter being tested, DCWW may decline the request.

Depending on who has initiated the request DCWW shall notify any other interested parties (i.e. the Retailer and other Wholesaler if applicable) that it intends to carry out a meter accuracy test.

A site survey will be carried out by DCWW within 10 Business Days of receipt of the request by prior arrangement with the Retailer or with the non-household customer directly, where consent has been given from the Retailer.

Within 22 Business Days of receiving the request DCWW will visit the eligible premises and replace the meter, the old meter will be sent for external testing at an approved centre.

Within 5 Business Days of the replacement of the meter, DCWW will update CMOS.

Within 22 Business Days of the removal of the meter DCWW will notify the Retailer, together with any other party that has requested the test (and other Wholesaler if applicable) of the test results.

If the meter is found to be faulty DCWW shall update CMOS if any volumetric adjustments need to be applied.

If a meter accuracy test is requested by the Retailer and tests confirm the meter to be recording outside of the prescribed limits, DCWW will not charge for the test. If the meter test shows the meter was recording within the prescribed limits, DCWW will recharge the appropriate charges as detailed in DCWW's Wholesale Tariff Document.

### 10.5 Meter Replacements

#### 10.5.1 Meter replacement performed by DCWW (Process B5 - Form B/01)

If DCWW instigates a replacement of a meter, DCWW will notify the Retailer that a fault has been identified, if a Retailer notifies DCWW that a meter is faulty this will be done by submission of a B/01 request.

DCWW will visit the premises by prior engagement with the Retailer or with the non-household customer directly where permission to do so has been granted by the Retailer to facilitate the replacement of the meter within 22 Business Days or inform the Retailer if it considers the meter to be working properly.

Within 5 Business Days of the date of any meter replacement, DCWW will update CMOS with the final reading on the old meter, any required volumetric adjustment and the new meter details.

#### 10.5.2 Request from the Retailer for a change of the meter size, model or location performed by DCWW (Process B7 - Form B/01)

The Retailer shall make a request to DCWW for a change of a meter by submitting a B/01 request.

The Retailer's requested change will be reviewed and if DCWW declines the Retailer's request a reasonable justification for why the request has been declined will be provided.

DCWW will survey the premises by prior arrangement with the Retailer or directly with the non-household customer if the Retailer has granted permission to do so.

On the visit DCWW will either:

- Arrange for the meter to be removed and the installation of the replacement meter without delay, and in any event within **22 Business Days** of its receipt of the request; or
- Where the change of meter is non-standard; DCWW shall, within **10 Business Days** of receipt of the request from the Retailer provide the Retailer with a quotation for the meter replacement. This quotation will be valid for **3 months**.

Where the change of the meter is non-standard and the Retailer has accepted the quotation within **3 months**, DCWW shall continue with the meter replacement within **22 Business Days** of acceptance of the quotation.

Within **5 Business Days** of the date of the meter replacement, DCWW will update CMOS with the final meter reading and the new meter details.

#### **10.6 DCWW wishes to install a new meter or to change a non-faulty meter (Process B10)**

If DCWW wish to install a new meter or replace an existing meter, DCWW shall notify the Retailer, giving **22 Business Days'** advance notice, providing reasons for the installation or change of meter.

The Retailer may notify DCWW where it wishes a meter of a different model and/or in a different location to that proposed by DCWW, and DCWW will consider the request.

DCWW shall arrange the meter installation / replacement with the Retailer, or with the non-household customer directly where permission has been granted.

Within **5 Business Days** of the date of the meter replacement, DCWW will update CMOS with the final meter reading and the new meter details.

#### **10.7 Cross Border Meters**

DCWW has arrangements in place with neighbouring Wholesalers to ensure that the relevant information is provided to them within the required timescales where customers are in the market for sewerage but not for water.

#### **10.8 Meter Reading**

##### **10.8.1 Meter Readings by Retailers or Third Party Contractors**

Where a Retailer undertakes the reading of their non-household customers meter or instructs a third party contractor on their behalf DCWW are not responsible for the actions of the Retailer or their contractors

It is DCWW's view that no entry will be required into the meter chambers by Retailers or third part contractors to undertake the meter reading as DCWW use non-intrusive meter reading equipment which mitigates the H&S risk of entering confined spaces.

Should a Retailer or third party contractor need to access a meter chamber they should be aware of the risk involved in undertaking this work and carry out an appropriate risk assessment.

**A list of known common hazards which need to be controlled, when working in or near DCWW meter chambers and associated apparatus is included in the Appendices Section 18.**

### **10.8.2 Retailer request for DCWW to carry out a meter read for a non-market meter pending transfer or allocation of a supply point (Process B11 - Form B/O3).**

The Retailer will complete and submit a B/O3 request to DCWW and following receipt DCWW will take a reading of the non-market meter.

Within **2 Business Days** of the date on which the meter read was undertaken, DCWW will enter the meter reading in CMOS.

### **10.9 Data Loggers - Installing loggers on DCWW assets**

Retailers, third parties or non-household customers may request to install a data logger on a DCWW asset. DCWW's terms and conditions in relation to this are detailed in the Appendices Sections 19 and 20.

## **11. Confirmation and verification of Supply Arrangements**

### **11.1 Service Request**

If DCWW is asked to arrange site visits directly with a Non-Household Customer, Retailers should provide telephone numbers and emails addresses for a minimum of two customer representatives.

A standard request accepted by DCWW will be deemed authorised by the Retailer, granting authority to DCWW to complete any works necessary and recharge any relevant costs to the Retailer. Where the work is non-standard a quotation will be provided prior to the work being completed.

### **11.2 Verification of Meter details or Meter supply Arrangements (Process C1 - Form C/O1)**

Either:

- the Retailer will make a request to DCWW to verify meter details or supply arrangements by submitting a C/O1 request; or
- DCWW may instigate a query of data on its records and where they may be inaccurate, and notify the Retailer that it intends to undertake a physical verification.

On receipt of a C/O1 request or at its own instigation DCWW shall visit the premises to inspect the meter and/or supply arrangements on a date and time agreed either through the Retailer (who may be present at the time of the visit) or directly with the non-household customer if permission to do so has been provided.

If the Retailer has requested the verification, DCWW will notify the Retailer of the findings of the visit within **10 Business Days** of its receipt of the Retailer's request and where DCWW initiated the visit, the Retailer shall be notified of the findings within **5 Business Days** of the visit.

If corrections are required for additional supply points or properties are registered to other Retailer(s) within **10 Business Days** of advising the Retailer of this, DCWW will undertake additional desk analysis and surveys and issue a plan of data corrections to the Retailer/other Retailer(s)/other Wholesaler.

Within **10 Business Days** of receiving any comments, queries or objections from the Retailer, DCWW will either:

- Revise plans in line with comments received, implementing the revised plan of data corrections, notifying the Retailer/other Retailer(s)/other Wholesaler: or
- Propose a new plan of data corrections, implementing the revised plan of data corrections, notifying the Retailer/other Retailer(s)/other Wholesaler; or
- Provide the Retailer with reasons for continuing with the original plan, of data corrections, implementing the original plan of data corrections, notifying the Retailer/other Retailer(s)/other Wholesaler.

Within **2 Business Days** of completing a data correction plan or verification of data supplied, DCWW will update CMOS (where appropriate) in accordance with maintaining Supply Point Identification data/error rectification and retrospective amendments.

Where a site visit has been carried out at the request of the Retailer and the details held on CMOS were found to be correct, DCWW will charge the Retailer for the visit issue in accordance with the Wholesale Tariff Document.

### 11.3 Gap Sites Identified by DCWW (Process C2)

DCWW will confirm a gap site if it is within DCWW's area or comes under DCWW's responsibility.

DCWW will write to the non-household customer informing them that the water supply for their eligible premises/service category shall be registered in CMOS and set out the relevant options.

If DCWW is not responsible for sewerage at the site DCWW will confirm with the other Wholesaler that the property is now eligible within DCWW's area to ensure the water and sewerage<sup>1</sup> SPIDs are paired.

Within **22 Business Days** of writing to the non-household customer, DCWW may visit the premises to confirm the services at the supply point.

Within **2 Business Days** of the conclusion of the **22 business day** period above, DCWW will register a new supply point.

### 11.4 Gap Sites Proposed by the Retailer (Process C3 - Form C/02)

Upon receipt of a C/02 request from the Retailer, DCWW will confirm responsibility for either:

- Water and Sewerage<sup>2</sup>; or
- Water only

If DCWW is not responsible for sewerage at the site DCWW will confirm with the other Wholesaler that the property is now eligible within DCWW's area to ensure the water and sewerage<sup>3</sup> SPIDs are paired.

Within **22 Business Days** of receiving the request identifying a gap site from the Retailer, DCWW will confirm the information regarding the site in DCWW's records and may visit the property to confirm the services at the supply point.

Within **5 Business Days** of the completion of DCWW's investigation of the gap site, DCWW will either:

- register a new supply point in CMOS, including specifying that the Retailer is to be registered; or
- notify the Retailer that it considers its request is invalid, providing reasons, such as it is not our area in which case DCWW will confirm which Wholesaler to whom the application should be made.

### 11.5 Missing Service Components identified by DCWW or the Retailer (Process C4 - Form C/02)

Upon receipt of a C/02 request from a Retailer who considers a service component isn't registered by DCWW or after realising that DCWW's records are incomplete, DCWW will check its records and arrange a site visit

<sup>1</sup> The sewerage services for the cross border premises would already be in the market as there are no volume thresholds in the other Wholesalers area.

<sup>2</sup> Sewerage services for DCWW customers are not currently in the Open Market.

<sup>3</sup> The sewerage services for the cross border premises would already be in the market as there are no volume thresholds in the other Wholesalers area.

with the Retailer and/or the non-household customer if permission to do so has been given.

Following the site visit DCWW will either:

- Notify the Retailer of DCWW's findings within **10 Business Days** of the Retailer instigating a request to identify missing service provisions; or
- Notify the Retailer of DCWW's findings within **5 Business Days** of visiting the site if DCWW initiated the process

Within **2 Business Days** of the completion of DCWW's investigation, DCWW will where necessary update CMOS.

### **11.6 Occupancy Back Dating**

DCWW will back date any gap site or unbilled property up to the final settlement period which is in accordance with the Business Customer Protection Code of Practice.

### **11.7 Deregistration of a Supply Point (including as a result of an error in Registration or a change of circumstance) or removal of Service Components at the request of DCWW (Process C5)**

Upon the identification of a supply point which may require the removal of service component(s) or deregistration, DCWW will carry out an investigation which may involve arranging a site visit with the Retailer or non-household customer.

If a removal of service component(s) or deregistration is required DCWW will notify the Retailer at least **20 Business Days** before DCWW updates CMOS.

Within **10 Business Days** of receiving a challenge from the Retailer in regards to the removal of service component(s) or deregistration, DCWW will either:

- Accept the challenge and change DCWW's decision; or
- Reject the challenge advising the Retailer

that the removal of service component(s) or deregistration shall go ahead

Within **2 Business Days** of confirming with the Retailer that the removal of service component(s) or deregistration will go ahead, DCWW will update CMOS in accordance with the Market Terms for maintaining Supply Point Identification data, error rectification and retrospective amendments.

### **11.8 Application in respect of Deregistration of a Supply Point (including as a result of an incorrect or erroneous registration or a change of circumstance) or removal of Service Components at the request of the Retailer (Process C6 - Form C/03)**

Within **20 Business Days** of receiving a C/03 request from a Retailer requesting de-registration of a supply point or removal of service components; DCWW will carry out an investigation, which may involve a planned visit to inspect the supply point(s) and notify the Retailer of DCWW's findings and if removal of a service component or deregistration is to proceed.

Within **2 Business Days** of notifying the Retailer if removal of service component(s) deregistration or any other update to SPID data is required, DCWW will update CMOS in accordance with the Market Terms for maintaining Supply Point Identification data, error rectification and retrospective amendments.

### **11.9 Retailer requested amendment to Valuation Office Agency Billing Authority reference or Unique Property Reference Number at a Supply Point (Process C7 - Form C/04)**

Within **20 Business Days** of receiving the C/04 requesting that DCWW amend third-party references held by the Market Operator, DCWW will carry out an investigation, which may involve a planned visit to inspect the supply point(s) and notify the Retailer of DCWW's findings and if an amendment is to proceed.

Within **5 Business Days** of the completion of DCWW's investigation, DCWW will update CMOS with the details of the amendment to the Valuation Office Agency Billing Authority or Unique Property Reference Number.

## 12. Planned Activities and Affected Services

### 12.1 Notification of capital works having an effect on Non-Household Customers long term planning (Process D1)

DCWW will notify Retailers at least once every 3 months of any capital work DCWW intends to conduct on its network, which may interrupt water services to non-household customers and provide updates to previous notifications in relation to work or interruptions.

DCWW will reasonably consider Retailer comments and may incorporate them into DCWW's final plan for conducting work.

### 12.2 Short-term planned activities (Process D2)

DCWW will notify Retailers at least **22 Business Days** in advance of carrying out any planned work that is reasonably expected to have an impact on the supply to non-household customer sites. Details will be provided of any contingency plan for major interruptions to supply.

DCWW will reasonably consider and where appropriate, incorporate into its planned work any Retailer comments that are received within **5 Business Days** from the date of notification. If DCWW's plan is revised, DCWW will re-issue this to the Retailer at least **10 Business Days** in advance of carrying out any planned work.

If DCWW are unable to carry out work on the planned date, DCWW will reschedule with the Retailer giving at least **48 hours'** notice of the proposed start date, unless the Retailer agrees to a shorter time period.

### 12.3 Reactive Activities (Process D3)

DCWW will provide Retailers with **48 hours'** notice of specific reactive activities that are

reasonably likely to affect the water supply to non-household customer sites.

For any major interruption to supply, DCWW will provide the Retailer with the relevant details of any contingency plan which it has for the work taking longer than planned.

When **48 hours** advance notice cannot feasibly or practically be provided the Unplanned Events and Incidents processes will apply.

Where any planned activities impact specific non-household customers such as sensitive customers or food and drink manufactures, DCWW will provide additional information to the Retailer in relation to these activities.

### 12.4 24 hour Contact Arrangements

DCWW will (unless otherwise agreed with the customers Retailer) engage directly with any non-household customer when an unplanned incident impacts their water supply and inform the Retailer on the same day of contact it has had with its non-household customer. Any contact with customers out of hours will be notified to the Retailer on the next business day.

DCWW's Wholesale Service Centre is available 24 hours a day and will provide 24 hour contact details to the Retailer and non-household customers for unplanned incidents.

DCWW will re-direct any non-household customer to their Retailer if contacted directly for any matter except an unplanned incident.

Where DCWW requires support with communications from the Retailer, DCWW will contact the Retailer by following the agreed 24 hour on-call contact arrangements.

### 12.5 Identification of Sensitive Customers (Process E1)

All Hospitals and Prisons within DCWW's area are classed as Sensitive Customers and DCWW has emergency plans in place to ensure continued supply to these customers.

DCWW will respond to any query which the Retailer raises about Sensitive Customer



identification and ask the Retailer to follow the process set out in the market terms to add or remove a Sensitive Customer flag from any eligible premises within its area.

### **12.6 Maintenance and implementation of DCWW Public and Non-Public Health Related Site Specific Arrangements for managing events and incidents potentially affecting public health (Process E2)**

DCWW will notify the market operator within 2 Business Days of becoming aware of the need for an update to an existing eligible premises covered by a Public Health related Site Specific Arrangement or in relation to a supply point.

DCWW will consult with the Retailer when preparing or revising a Public Health Related Site Specific Arrangement in relation to any of the retailer's non-household customers.

A Retailer may be asked to provide emergency contact information for its customer and for this information to be reviewed periodically.

If required, DCWW may request a meeting with a Retailer and its non-household customer in relation to a Public Health Related Site Specific Arrangement.

If a new Retailer is registered for an non-household site DCWW will supply the Retailer with details of the Public Health related Site Specific Arrangement; within 2 Business Days of receiving notification from the market operator of Retailer registration.

### **12.7 Unplanned changes to supply of Water Services and/or Sewerage Services (Process E3)**

DCWW will (unless otherwise agreed with the customers Retailer) contact a non-household customer directly when DCWW becomes aware of an unplanned change affecting the supply to a customer. Where DCWW contacts a customer directly, the Retailer will be notified of this contact during the same day.

DCWW will:

- Notify Retailers as to whether there is; or

expected to be; an unplanned change, no later than the issue of any general public communication.

- Provide information to the Retailer; including any additional information that may have an impact on specific classes of non-household customer, or notify the Retailer that a moratorium is imposed.
- Inform the Retailer whether to take or prepare to take action and/or to be aware of information to react to enquiries and notify the Retailer if a moratorium on the disclosure of information is imposed and notify the Retailer when the moratorium is lifted.
- Use reasonable endeavours to respond expeditiously to requests for further information regarding the unplanned change and the reasons for the unplanned change.
- Continue to update information passed on to the Retailer and provide; where required, alternative supplies as frequently as possible.

DCWW may reasonably request the Retailer to inform its non-household customers to reduce their demand for water. If DCWW intends to exercise any powers it has under the Water Industry Act it will notify the Retailer accordingly.

DCWW will inform the Retailer when an unplanned change has concluded and if any lessons are learnt in relation to an event/incident which may be relevant to the Retailer or its non-household customer, DCWW will inform the Retailer of those lessons learnt.

Notifications of unplanned events will be made to Retailers by email and Retailers can keep up to date with events via DCWW's online Retailer Notifications System.

### **12.8 Drinking water quality incidents (Process E4)**

If DCWW considers there is a potential for a restriction on water use due to a water

quality incident, it will contact the Retailer via the agreed 24 hour contact arrangements. DCWW will advise the Retailer:

- on the general area where the possible restrictions may be placed;
- the approximate scale of the incident and the number of properties (household and non-household) likely to be affected;
- of the likely nature of the restrictions;
- of any arrangements being put in place to inform non-household customers; and
- an estimate of when the information shall be issued to non-household customers.

DCWW will also provide the Retailer with any information which the Retailer must use when responding to enquiries from its customers.

If DCWW intend to impose any moratorium on communication, it will notify the Retailer of this

If DCWW decide to impose an immediate restriction on water use, DCWW will endeavour to advise the Retailer of any such restriction in advance of the general notification to all customers. In any event DCWW will inform the Retailer at the same time as any general notification.

DCWW will advise the Retailer of:

- the actual area affected;
- nature of restriction;
- the time when information is to be released to non-household customers;
- any reasonable steps DCWW wishes the Retailer to take to communicate with non-household customers; and
- information which the Retailer must use when responding to enquiries.

If the event relates to particular types of customers, DCWW will provide the Retailer with any additional information available. DCWW

will also issue a general public communication whilst informing the Retailer and will provide copies of any script/materials to be used.

If requested to by the relevant authority, DCWW will ask the Retailer to confirm which of its Sensitive Customers are in the affected area. DCWW will further liaise with the relevant authority with any information the Retailer provides.

DCWW will confirm the communications that the relevant authority is carrying out to non-household customers and advise the Retailer accordingly. Where specialist communications are required DCWW will ask the relevant authority, whilst informing the Retailer of any relevant details.

DCWW will inform the Retailer if it identifies any lessons learnt in relation to an event/incident which may be relevant to the Retailer or its non-household customer.

## 12.9 Droughts or dry weather conditions (Process E6)

DCWW is required to develop and maintain long term drought plans. This process sets out the operational arrangements that DCWW and Retailers will follow in relation to specific drought or dry weather events whose management is not set out in detail in DCWW's drought plans.

DCWW and Retailers may agree to follow any industry guidance or other code of practice regarding communications; including with non-household customers, in relation to drought or other dry weather conditions.

DCWW will inform Retailers when it considers a drought/dry weather condition to be developing/escalating and when DCWW are giving particular consideration to any restriction/reduction in water services.

DCWW will confirm to Retailers the process it intends to use to manage the drought or dry weather conditions and any reasonable message DCWW wishes the Retailer to convey to its non-household customers and DCWW

will respond to and consider any question, information or representation which the Retailer makes.

DCWW expects Retailers, to follow any instructions it gives, for example asking non-household customers to reduce their demand for water.

If DCWW intends to issue a temporary ban on usage relevant to the Retailer's non-household customer's activities or DCWW intends to seek any drought order or permit, DCWW will consult the Retailer.

When DCWW issues any ban or obtains an order or permit, DCWW will inform Retailers and keep them informed of any change to terms.

DCWW will inform Retailers whenever it considers a drought or other dry weather event to be subsiding and when any temporary ban, order or permit has been lifted.

### **12.10 Emergencies (Process E7)**

In accordance with the Security and Emergency Measures Direction, DCWW maintains an emergency plan.

DCWW will inform the Retailer if it develops an emergency plan relating to the Retailer's non-household customer.

Ongoing communications required between DCWW and the Retailer during an emergency response will follow the 24 hour contact arrangements.

DCWW will manage the emergency in line with the emergency plan; which may include contacting non-household customers directly, to issue instructions or provide advice.

DCWW may request Retailers to pass information on to its non-household customers and/or respond to enquiries following a specified script. DCWW may also ask Retailers to seek further information from its non-household customers.

DCWW will continue to update both publicly available information as well as the information specific to non-household customers provided to the Retailer.

DCWW may, within reason, request Retailers to ask non-household customers to reduce their demand for water services, or carry out other steps documented in DCWW's emergency plan.

DCWW will notify the Retailer when the emergency has come to an end.

DCWW will inform the Retailer if it identifies any lessons learnt in relation to an event/incident which may be relevant to the Retailer or its non-household customer.

### **12.11 DCWW Unplanned Events and Incidents -Incident Management Notification**

DCWW will contact Retailers by telephone only when an incident management team has been assembled. All other notifications will be available on DCWW's website.

## **13. Monitoring, Investigation, Complaints and Enquiries**

### **13.1 Service Request**

If DCWW is asked to arrange site visits directly with a Non-Household Customer, Retailers should provide telephone numbers and emails addresses for a minimum of two customer representatives.

A standard request accepted by DCWW will be deemed authorised by the Retailer, granting authority to DCWW to complete any works necessary and recharge any relevant costs to the Retailer. Where the work is non-standard a quotation will be provided prior to the work being completed.

DCWW will charge for subsequent visits following a failure to correct a water fittings contravention as detailed in the Wholesale Tariff Document.

### **13.2 Unannounced and/or unplanned visits to Eligible Premises, e.g. to conduct water sampling or to monitor compliance with the Water Fittings Regulations (Process F1)**

When there is cause to not provide notice to a non-household customer, DCWW will complete the visit without informing the Retailer.

When this is the case DCWW will inform the Retailer of the inspection taking place no more than **2 Business Days** after the inspection has been completed.

If any breach is identified the non-household customer will be served with an enforcement notice, a copy of which will be provided to the Retailer within **2 Business Days**.

### **13.3 Announced planned visits to Eligible Premises e.g. to monitor compliance with Water Fittings Regulations (Process F2)**

DCWW will arrange an inspection directly with the non-household customer and inform the Retailer of its intent to visit the premises no less than **2 Business Days** prior to the scheduled inspection.

If any breach is identified the non-household customer will be served with an enforcement notice, a copy of which will be provided to the Retailer within **2 Business Days**.

### **13.4 Visits by DCWW to Eligible Premises not covered by other processes (Process F3)**

If the operational arrangements for the visit are not covered elsewhere and the visit can be planned more than **2 Business Days** in advance, DCWW will inform and arrange a site visit through the Retailer.

If requested by the Retailer, DCWW may agree to contact the non-household customer directly to arrange a visit and inform the Retailer when the visit will take place.

DCWW will provide a copy of any report or notice of its findings to the Retailer, at the same time that the report or notice is issued to the Non-Household Customer and confirm if any further visits or action are required as soon as reasonably.

### **13.5 Non-Household Customer enquiries**

#### **13.5.1 Enquiries received by DCWW (Process F4 – Form F/01)**

DCWW will immediately re-direct a non-household customer to the Retailer, when DCWW receives any enquiry not related to Water Fitting Regulations or an unplanned event or incident.

#### **13.5.2 Enquiries received by the Retailer (Process F4 – Form F/01)**

DCWW will respond to a non urgent enquiry regarding drinking water as soon as practicable, but in any event within **10 Business Days** or any later date agreed with the Retailer.

#### **13.5.3 Non-Household Customer complaints (Process F5 – Form F/02)**

If DCWW receives a complaint directly from a non-household customer, DCWW will direct that customer to the Retailer.

DCWW will acknowledge a complaint from a Retailer and report back within **5 Business Days** of receipt of that complaint. If DCWW is able to do so, a substantive response will be provided within **8 Business Days** and DCWW will clearly define what action will be taken, timescales and estimated resolution date.

If DCWW believes the complaint cannot be responded to within **8 Business Days**, DCWW will inform the Retailer why and when it will be able to respond. DCWW will act expeditiously in dealing with that complaint.

Where eligible, DCWW will pay the Retailer any payment due to the Retailer or the non-household customer.

### 13.5.4 Water Fittings Regulations enquiries and notifications (Process F6)

#### 13.5.4.1 A: Enquiries received by DCWW

If DCWW receives an enquiry from a Retailer or non-household customer relating to the content, monitoring, assessment or enforcement of the Water Fittings Regulations, DCWW will provide a substantive response within **10 Business Days**. If the enquiry was received from the non-household customer a copy of the response will be sent to the Retailer.

In relation to any other enquiry from the non-household customer that does not relate to the content, monitoring, assessment or enforcement of the Water Fittings Regulations, DCWW will direct the non-household customer to the Retailer without delay.

#### 13.5.4.2 B: Enquiries received by the Retailer

When the Retailer receives an enquiry relating to the Water Fitting Regulations from its non-household customer, the Retailer shall either:

- respond to the enquiry itself (provided that the enquiry does not relate to enforcement of the Water Fittings Regulations); or
- refer the enquiry to the Wholesaler as soon as is reasonably practicable, in which case Process 13.5.4.1 shall apply.

#### 13.5.4.3 C: Water Fittings Regulations Notifications

When the Retailer receives any notification under the Water Fittings Regulations from a non-household Customer seeking consent from the Wholesaler for a proposed installation of a water fitting, it shall forward the notification to DCWW within **1 Business Day** of receiving the notification.

## 14. Allowances

DCWW may provide Volumetric Adjustments in different circumstances, for example:

- water for fire fighting purposes, or
- bursts or leaks; or

- the outcome of meter accuracy investigations or following the replacement of a faulty meter.

### 14.1 Retailer application for a volumetric adjustment (Process H1 - Form H/01)

Within **20 Business Days** of receipt of the relevant request, DCWW shall notify the Retailer whether:

- DCWW accepts the application;
- DCWW needs further information from the Retailer or the non-household customer together with details of the further information requested;
- DCWW need to visit the eligible premises to verify information;
- DCWW rejects the application, providing an explanation of why it is rejected; or,
- DCWW consider an alternative volume adjustment should apply together with reasons and details of that alternative allowance.

If DCWW has requested further information from the Retailer and further information has been submitted on the relevant form as reasonably requested, DCWW will make a decision on the application within **20 Business Days**.

If DCWW requires a visit to the eligible premises; DCWW shall arrange such a visit through the Retailer or directly with the non-household customer, with the Retailer's consent.

Within **20 Business Days** of receipt of the materially complete request, DCWW will notify the Retailer of any volume adjustment due and within **2 Business Days** shall update CMOS.

#### **14.2 DCWW notice of change in tariff applied to a service component (Process H4)**

DCWW will notify the Retailer of its intention to change the Tariff applied to any Service Component at least **20 Business Days** in advance of its planned update in CMOS. The Retailer may challenge DCWW's notice, providing its reason for the challenge and any additional information within **10 Business Days** of its receipt of the notification from DCWW.

If the Retailer does not challenge DCWW's notice within **10 Business Days**, DCWW shall update CMOS, no later than **2 Business Days** from the effective from date.

#### **14.3 Retailer application for change in tariff applied to a service component (Process H5 - Form H/04)**

Upon receipt of a request to change to a tariff applied to a service component, DCWW will inform the Retailer within **5 Business Days** if DCWW requires any additional information in order to consider the request.

Where DCWW deems a visit to an eligible premise is required, this will be arranged through the Retailer or directly with non-household customer with the Retailer's consent.

If DCWW decides not to approve the Retailer's request; DCWW will notify the Retailer; providing reasons why, within **20 Business Days** of receipt of an application or from receipt of any additional information.

If DCWW decides to approve the Retailer's request; DCWW will notify the Retailer within **20 Business Days** of receipt of an application or from receipt of additional information and update CMOS; no later than **2 Business Days** after the "effective from date".

#### **14.4 Application for payment of gap site incentive (Process H6 - Form H/05)**

DCWW's policy with regard to gap site incentive payments is set out in the Wholesale Tariff Document which can be found [here](#).

#### **14.5 Application for payment of vacant premises incentive (Process H7 - Form H/06)**

DCWW's policy with regard to vacant premises incentive payments is set out in the Wholesale Tariff Document which can be found [here](#).

### **15. Disconnections**

#### **15.1 Service Request**

If DCWW is asked to arrange site visits directly with a Non-Household Customer, Retailers should provide telephone numbers and emails addresses for a minimum of two customer representatives.

DCWW does not currently have standard disconnection charges so all disconnection requests will be treated as non-standard and site specific costs will be provided for the work requested.

#### **15.2 Disconnection requested by the retailer and performed by DCWW in relation to non-household customer non-payment (Process I1 - Form I/01)**

The Retailer will submit a 1/01 disconnection request to DCWW, including a copy of the notice served on the non-household customer, a declaration it has not been challenged, and the amount outstanding or, if challenged confirmation that the disconnection may now proceed, and a declaration that consumer protection measures have been exhausted and that the Retailer has followed any applicable statutory or regulatory requirement.

On receipt of the completed request DCWW will carry out a desk top survey to review the information it holds for the site to ensure due diligence and if DCWW has any concern regarding the planned disconnection they will provide all relevant information to the Retailer.

### 15.2.1 Temporary Disconnections for non-payment

If the Retailer hasn't asked for advance notice of the visit, DCWW will visit the property within **12 Business Days** of the request and within **3 Business Days** of the site visit will provide a quotation to the Retailer for carrying out the disconnection.

Within **5 Business Days** of being notified above, the Retailer should confirm if it does want to proceed. The disconnection will take place within **12 Business Days** of the Retailer accepting the quotation. DCWW staff will remain on site for 20 minutes following the disconnection to allow the customer time to contact the Retailer to make payment.

If, at any time during this process the non-household customer pays the overdue amount or the Retailer wishes to cancel the disconnection the Retailer must contact DCWW to request that the disconnection is cancelled.

Following the disconnection DCWW will notify the local Environmental Health Office.

Within **2 Business Days** of the disconnection taking place DCWW will update CMOS.

### 15.2.2 Permanent Disconnections for non-payment

DCWW will visit the property within **20 Business Days** of receipt of a I/O1 request and provide the Retailer with a quotation for the disconnection.

Within **3 months** of its receipt of DCWW's quotation the Retailer should confirm that it either doesn't want to proceed or that it does want to proceed. If the Retailer does want to proceed DCWW shall carry out the disconnection within **30 Business Days** from the Retailer accepting the quotation.

Following the disconnection DCWW will notify the local Environmental Health.

Within **5 Business Days** of the disconnection taking place DCWW will update CMOS.

### 15.3 Disconnection requested by the retailer and performed by an Accredited Entity in relation to non-household customer non-payment (Process I2 - Form I/O1)

The Retailer will submit a I/O1 request to DCWW at least **5 business days** in advance of a proposed disconnection.

On receipt of the I/O1 request DCWW will carry out a desk top survey to review the information it holds for the site to ensure due diligence and if DCWW has any concerns regarding the planned disconnection all relevant information will be provided to the Retailer.

The Accredited Entity must carry out a detailed survey prior to the proposed disconnection to ensure that it will not impact any other customer.

No later than **1 hour** prior to carrying out the disconnection, the Accredited Entity must notify the DCWW Wholesale Service Centre of the address where they will be carrying out the activity and the name and contact number for the person who will be carrying out the disconnection.

The Accredited Entity must immediately inform the Retailer that the disconnection has been carried out and the Retailer must immediately inform DCWW's Wholesale Service Centre providing the customer name, site address, SPID and the meter reading at the time of the disconnection.

Within **1 business day** following the disconnection the Retailer should submit an updated I/O1 request to DCWW.

Following the disconnection DCWW will notify the local Environmental Health.

Within **2 Business Days** of the disconnection taking place DCWW will update CMOS.

#### **15.4 Disconnection performed by DCWW for illegal use (Process I3)**

DCWW will notify the customer and their Retailer within **24** hours of the disconnection providing the reason for the disconnection and provide contact details for the customer to arrange an authorised connection.

DCWW will, where required, update CMOS within **2** Business Days of a completed temporary disconnection or **5** Business Days of a completed permanent disconnection.

#### **15.5 Disconnection performed by DCWW for breach of Water Fittings Regulations (Process I4)**

DCWW will notify the customer and their Retailer within **24** hours of a disconnection for breach of water regulations, specifying the steps required before DCWW will restore the supply.

DCWW will notify the Retailer if it intends to take no further action or keep matters under review.

#### **15.6 Disconnection requested by the Non-Household Customers retailer and performed by an Accredited Entity (Process I6 - Form I/01)**

The Retailer will submit a I/01 request to DCWW at least **5** business days in advance of a proposed disconnection including confirmation from the Accredited Entity that the disconnection may proceed.

On receipt of a I/01 request DCWW will carry out a desk top survey to review the information it holds for the site to ensure due diligence and if DCWW has any concerns regarding the planned disconnection all relevant information will be provided to the Retailer.

The Accredited Entity must carry out a detailed survey prior to the proposed disconnection to ensure that it will not impact any other customer.

No later than **1** hour prior to carrying out the disconnection, the Accredited Entity must notify the DCWW Wholesale Service Centre of the address where they will be carrying out

the activity and the name and contact number for the person who will be carrying out the disconnection.

The Accredited Entity must immediately inform the Retailer that the disconnection has been carried out and the Retailer must immediately inform DCWW's Wholesale Service Centre providing the customer name, site address, SPID and the meter reading at the time of the disconnection.

Within **1** business day following the disconnection the Retailer should submit an updated I/01 request to DCWW.

Within **2** Business Days of the disconnection taking place DCWW will update CMOS.

#### **15.7 Disconnection requested by the Non-Household Customer and performed by the Wholesaler (Process I5 - Form I/02)**

If DCWW receives a request for a disconnection directly from a non-household customer DCWW will inform the Retailer and send a copy of the notice received within **2** Business Days and continue with this process.

#### **Temporary Disconnection requested by the non-household customer**

DCWW will visit the premises within **12** BD of the request and within **3** BD after the site visit will provide a quotation to the Retailer for carrying out the disconnection.

If the Retailer accepts the quotation within **5** Business Days the disconnection will take place within **12** Business Days of the acceptance of the quotation.

Within **2** Business Days of the disconnection taking place DCWW will update CMOS.

#### **Permanent Disconnection requested by the non-household customer**

DCWW will visit the property within **20** Business Days of receipt of the request and provide the Retailer with a quotation for the disconnection.



If DCWW determines a Disconnection is not viable it will report this to the Retailer providing a full explanation.

Within **3** months of its receipt of DCWW's quotation the Retailer should confirm that it does want to proceed. If the Retailer does want to proceed DCWW will carry out the disconnection within **30** Business Days from the Retailer accepting the quotation.

Within **5** Business Days of the disconnection taking place DCWW will update CMOS with the change in connection status and any other information required.

### **15.8 Reconnection requested by the Retailer and performed by an Accredited Entity (Process I9 - Form I/04)**

No later than **1** hour prior to carrying out the reconnection, the Accredited Entity must notify the DCWW Wholesale Service Centre of the address where they will be carrying out the activity and the name and contact number for the person who will be carrying out the reconnection.

Within **1** business days following the reconnection the Retailer should submit a I/04 request to DCWW.

Within **2** Business Days of the reconnection taking place DCWW will update CMOS.

### **15.9 Gaining entry to an Eligible Premises for the purposes of Disconnection using the Wholesaler's powers of entry at Retailer request (Process I7 - Form I/03)**

If the non-household customer refuses DCWW entry to its premises and so DCWW is unable to make a survey or effect the disconnection, DCWW will leave a notice at the premises advising that it shall make a further attempt to visit. Such notice may also advise the non-household customer that if it is not permitted access at that point it may seek to obtain a warrant authorising the use of any power of entry. The notice will be copied to the Retailer.

Within **5** Business Days of executing the above steps, DCWW may write to the non-household customer giving it at least **5** Business Days' notice of the date and time on which DCWW shall make the further attempt to visit the premises to conduct the survey and/or effect the Disconnection. That letter shall also invite the non-household customer to arrange an alternative date and time, via the Retailer. The letter will be copied to the Retailer.

In the event that the non-household customer contacts the Retailer to re-arrange the visit, the Retailer shall agree a new date and time slot and shall notify DCWW not later than noon on the calendar day before the originally planned visit and at least **5** Business Days ahead of the proposed new visit date.

On receipt of details of the revised date for the Disconnection, DCWW shall visit the Eligible Premises on the specified date and time in order to undertake the survey and/or effect the Disconnection.

If granted access undertake the survey or effect the Disconnection, the Disconnection process shall then re-start at the step after the survey.

If not granted access, a notice will be left at the premises specifying that DCWW may now seek to obtain a warrant authorising the use of any power of entry; and DCWW will copy that notice to the Retailer.

Within **5** Business Days of the visit referred to in the step described above, DCWW shall write to the non-household customer repeating the terms of that notice. DCWW shall copy that letter to the Retailer, so informing the Retailer that it has been unable to gain access to the premises.

If DCWW receives a I/03 request from the Retailer confirming that it shall accept any charges associated with the seeking, obtaining and using such warrant, DCWW will:

- Within **10** Business Days take the steps necessary to request a warrant for the

- use of powers of entry and make such a request; and
- inform the Retailer when it plans to make the request and the Retailer shall make an authorised person available on that calendar day to confirm whether or not the warrant is still required.

If a warrant is granted, DCWW shall notify the Retailer's authorised person of the date and time on which it intends to serve and exercise the powers under warrant and shall ask the Retailer to confirm in writing that there has been no change in circumstance and the survey and/or entry is still required. DCWW will provide the Retailer with a named contact who should be informed if there is such a change in circumstances such that the entry is no longer required.

DCWW may engage third parties to serve the warrant on the non-household customer and, if necessary, shall contact the police to gain their assistance in accessing the premises. If, as a result of requesting such assistance, the date and time on which the warrant will be served and the powers of entry exercised are changed DCWW shall notify the Retailer of the new date and time.

Once DCWW has gained access to the Eligible Premises it shall conduct the survey and/or effect the Disconnection and shall leave a notice warning not to interfere with any Disconnection. Where necessary it shall leave the property secure

#### **15.10 Reconnection requested by the Retailer and performed by the Wholesaler (Process I8 - Form I/04)**

If DCWW receives the I/04 request before 3pm on a Business Day, it shall use reasonable endeavours to reconnect the relevant Water Services on that Business Day.

If DCWW receives the I/04 request after 3pm on a Business Day, it shall use reasonable endeavours to reconnect the relevant Water Services on the next Business Day.

DCWW will update CMOS with the change in connection status and any other information required within **2 Business Days** of the reconnection.

#### **15.11 Reconnection performed by an Accredited Entity following a Disconnection requested by the Non-Household Customer (Process I12 - Form I/04)**

No later than **1 hour** prior to carrying out the reconnection, the AE must notify the DCWW Wholesale Service Centre of the address where they will be carrying out the activity and the name and contact number for the person who will be carrying out the reconnection.

Within **1 business days** following the reconnection the Retailer should submit a I/04 request to DCWW.

Within **2 Business Days** of the reconnection taking place DCWW will update CMOS.

#### **15.12 Reconnection performed by the Wholesaler following rectification of a breach of Water Fittings Regulations (Process I10 - Form I/04)**

If DCWW receives a I/04 request and is contacted before 3pm on a Business Day, DCWW shall use reasonable endeavours to visit to inspect that the breach has been remedied and, if appropriate, to make the reconnection on the next Business Day.

If DCWW receives a I/04 request and is contacted after 3pm on a Business Day, DCWW shall use reasonable endeavours to visit to inspect that the breach has been remedied and, if appropriate, to make the reconnection within **2 Business Days**.

Following inspection, DCWW shall inform the Retailer and any Other Retailer within **1 Business Day** of the visit whether or not Water Services have been restored.

Where a reconnection has been made, DCWW will update CMOS within **2 Business Days** of the date of the reconnection.

### 15.13 Reconnection performed by the Wholesaler following a Disconnection requested by the Non-Household Customer (Process I11 - Form I/O4)

When DCWW receives a I/O4 request for DCWW to reconnect the water supply, DCWW will reconnect the relevant Water Services as soon as practicable or as otherwise agreed and update CMOS within **two (2) Business Days** of the reconnection.

## 16. Commercial and Financial

### 16.1 Charges

DCWW shall publish its Wholesale Tariff Document annually in accordance with Ofwat guidance that wholesale charges must be published at least 11 weeks before the start of the period to which they apply. The document will set out Primary and Non-Primary Charges and the method of applying such charges.

If a quotation provided by DCWW changes as a result of Customer/Retailer activity on site, DCWW will consider this an abortive visit and a new quotation will be required. Abortive visits will be charged at the rates stated where available, or at reasonable cost where a standard charge is not available. If additional work is undertaken based on the request of the Retailer or the Customer, the costs incurred by the Wholesaler will be recovered in full.

Where applicable, DCWW will pay appropriate GSS amounts to the Retailer; to pass on to the non-household customer, with regard to any of the events detailed in our 'Your Welsh Water' booklet. You can find a copy of this booklet [here](#).

### 16.2 Billing and Payment Terms

#### 16.2.1 Billing Timetable

On or before the 15 February of each calendar year, DCWW shall publish its Wholesale Billing Timetable for Primary, Non-Primary and other payments, stating the latest date that DCWW will send invoices to the relevant parties. The document can be located on the Wholesale Service Centre website under [Charges and Billing](#).

#### 16.2.2 Initial Payment of Primary Charges

Contracting Retailers may select by written notice to DCWW to pay by either pre-payment or post-payment. Where post-payment is selected, the Contracting Retailer is required to provide Eligible/Alternative Eligible Credit Support as agreed with DCWW for the Credit Support Amount due as calculated in accordance with Schedule 4 of the Business Terms.

##### 16.2.2.1 Pre-payment of the Primary Charges

DCWW will invoice the Contracting Retailer using the aggregated P1 report as published by the Market Operator. Pre-payment invoices will be issued no later than 14 business days prior to the start of the month to which the charges relate. DCWW invoice dates can be viewed on the Wholesale Billing Timetable.

Payment is due no later than 10 business days prior to the start of the month to which the charges relate. Payment in full must be received by DCWW no later than this date in accordance with the Business Terms. Payment due dates will be sent to all Contracting Retailers at the time of invoicing. Failure to comply will result in action being taken as detailed from Section 16.2.9 onwards.

##### 16.2.2.2 Post-payment of the Primary Charges

Where a Contracting Retailer selects post-payment, Welsh Water will use Schedule 4 of the Business Terms: Form of Credit Support Notice to calculate the Credit Support Amount due. Welsh Water will issue the Credit Support Notice to the Contracting Retailer by email within 5 business days of the P1 settlement report.

DCWW will invoice the Contracting Retailer using the aggregated R1 report as published by the Market Operator. Post-payment invoices will be issued no later than 10 business days following receipt of the R1 settlement report as issued by the Market Operator. DCWW invoice dates can be viewed on the Wholesale Billing Timetable.

Payment is due by the later of 30 days following the month to which the charges relate or 15 days after the date that DCWW sends the invoice to the Contracting Retailer. Payment in full must be received by DCWW by the later of the dates as described above in accordance with the Business Terms. Payment due dates will be sent to all Contracting Retailers at the time of invoicing. Failure to comply will result in action being taken as detailed from Section 16.2.9 onwards.

### 16.2.3 Payment of Reconciliation Balances

#### 16.2.3.1 Pre-payment Reconciliation Balances

Following receipt of the R1 settlement report as issued by the Market Operator, DCWW will calculate the first reconciliation balance as the difference between the previously invoiced P1 aggregated report values and the R1 aggregated report values for volumetric and non-volumetric charges. Further reconciliation invoices values will be calculated by DCWW as the difference between the previous recalculated value and the latest recalculated value.

#### 16.2.3.2 Post-payment Reconciliation Balances

Following receipt of the R2 settlement report as issued by the Market Operator, DCWW will calculate the first reconciliation balance as the difference between the previously invoiced R1 aggregated report values and the R2 aggregated report values for volumetric and non-volumetric charges. Further reconciliation invoices values will be calculated by DCWW as the difference between the previous recalculated value and the latest recalculated value.

#### 16.2.3.3 Unplanned Settlement Reports

Unplanned settlement reports and resulting reconciliation balances will be processed in accordance with the Business Terms.

#### 16.2.3.4 Invoicing and Payment of Reconciliation Balances

Reconciliation balance invoices will be issued no later than 10 business days following receipt of each relevant settlement report as issued by the Market Operator. DCWW invoice dates can be viewed on the Wholesale Billing Timetable.

Payment is due no later than 15 days following the date that DCWW sends the invoice to the Contracting Retailer. Payment in full must be received by the DCWW by the later of the dates as described in accordance with the Business Terms. Payment due dates will be sent to all Contracting Retailers at the time of invoicing. Failure to comply will result in action being taken as detailed from Section 16.2.9 onwards.

### 16.2.4 Payment of Non-Primary Charges

DCWW shall issue Non-Primary Charge invoices on a monthly basis within 5 business days of the first day of the month following the period to which the invoice relates. Payment is due by the later of 30 days following the month to which the charges relate or 15 days after the date that DCWW sends the invoice to the Contracting Retailer. Payment in full must be received by DCWW by the later of the dates as described above in accordance with the Business Terms. Payment due dates will be sent to all Contracting Retailers at the time of invoicing. Failure to comply will result in action being taken as detailed from Section 16.2.9 onwards.

### 16.2.5 Value Added Tax

Volumetric and non-volumetric charges as stated in the settlement reports as issued by the Market Operator are exclusive of VAT. Where VAT is charged, it will be at the rate prevailing at the time the invoice is issued or at the time the advance payment is made. Further information can be found in the

**Wholesale Tariff Document** on the Wholesale Service Centre website.

### 16.2.6 Method of Payment

Payment of amounts due should be made to DCWW by BACS. Payment details can be found in Section 3 of the **Wholesale Tariff Document**.

### 16.2.7 Deductions and Withholding

All payments received by DCWW should be made in full without any deduction, withholding or set-off except to the extent permitted under Section 9.7.1 of the Business Terms. In the case that any item or part of an item on an invoice or statement is disputed or questioned by the Contracting Retailer, the remaining balance should not be withheld and the provisions of Section 9.9.2 Default Interest of the Business Terms shall apply to the disputed or questioned item should it be subsequently agreed or determined to have been properly payable.

### 16.2.8 Default Interest

If payment is not made in compliance with the payment terms as set out above and under Section 9 of the Business Terms, the Party who has failed to make payment shall pay interest on the amount outstanding (both before and after judgement or decree) at the rate of 4 per cent per annum above the Bank Base Rate shall be charged, from but excluding the date of expiry, calculated on a daily basis and compounded annually.

Where applicable, DCWW will provide, in reasonable detail, a breakdown of the calculation of the interest due.

### 16.2.9 Reporting

Within 2 business days, DCWW will report to Ofwat and the Market Operator any failure by the Retailer to pay primary charges, reconciliation of primary charges and/or non-primary charges by the due date, with the exception of any sum in dispute as outlined above in Section 16.2.7.

### 16.2.10 Credit Support Requirement

DCWW will accept eligible forms of credit support as outlined in the Business Terms. Retailers are asked to contact the Wholesale Service Centre to discuss what Alternative Credit arrangements made be available to them.

### 16.2.11 Enforcement

A Contracting Retailer will be classed as a Defaulting Trading Party if any of the following events, as outlined in the Business Terms, occur:

- Late payment;
- Persistent failure to pay;
- Remediable breach;
- Persistent breach;
- Fundamental breach;
- Insolvency;
- Revocation of licence in England and Wales;
- Defaulting Trading Party under another Wholesale Contract;
- Force majeure.

If the Contracting Retailer becomes a Defaulting Trading Party, DCWW shall be entitled to enforce its rights under the:

- Cash Security Account Agreement; and/or
- Guarantee; and/or
- Letter of Credit; and/or
- Surety Bond; and/or
- Alternative Eligible Credit Support, in each case as relevant.

Full details regarding default and termination can be found in Part E of the Business Terms.

## 17. APPENDICES

## 18. Known common hazards which need to be controlled, when working in or near DCWW's meter chambers and associated apparatus.

(The list of hazards below is not exhaustive. Third parties are required to undertake a suitable and sufficient specific risk assessment of each site, prior to any work commencing; DCWW shall take no responsibility for supervising third parties).

Hazard	Risk	Controls
Working in the highway	Personal / third party injury. Hit by moving vehicles	Streetworks accreditation. Signing lighting and guarding.
Lifting and moving Chamber covers	Personal injury. Damage to apparatus if dropped.	Visual check of the condition of the cover. Cleaning and removal of any detritus within hinge or other mechanisms before opening. Tools suitable for the activity. Manual handling training. Fit and Capable staff.
Confined spaces	Asphyxiation. Personal Injury	Confined spaces training to City & Guilds standard 6150. Gas Monitors and 2 man working if necessary following risk assessment and safe system of work.
Needle sticks / Sharps / Bio Hazard	Infection	Suitable PPE and training in needle stick awareness. If not trained in removal then contact DCWW to arrange removal.
Work at Height / access and egress in chambers	Falls from height / personal injury	Suitable and sufficient work at height training / Personal protective equipment. Portable ladders appropriate for the task.
Poor hygienic practices	Contamination of water supply	Training in Water Hygiene practices. Water Hygiene card holder. Provision of Chlorox solution to disinfect all fittings.
High pressure water pipe lines	Personal injury / damage to key apparatus (PRV etc)	Understanding of pressurised pipelines and associated risks. Consultation with operational staff if an entry to the chamber is to be made.
General Working Environment	Personal and third party injuries	Training in risk assessment. Suitable and sufficient risk assessments and method statements for the activity.
Adjacent or close industrial processes	Contamination of the working area / chamber. Ingress of contaminant either physical or atmospheric. – personal injury	Dynamic risk assessment of working area. Stop entry if conditions are found to be problematic. Escalate to DCWW as asset owner.

## 19. Standard terms and conditions for the installation of a Retailer Data Logger on DCWW's Apparatus

### 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 Asset** means a DCWW owned asset including a site

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

**Data Logger** means the Data Logger to be installed by the Retailer on DCWW's meter

**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)

### 1. Serving of Notice of intention to install a Data Logger and DCWW response

- 1.1 The Retailer will submit form S/O3 to DCWW providing at least 5 Business Days' notice of its intention to install a Data Logger on DCWW's apparatus including details of the Data Logger's specifications.
- 1.2 DCWW will review the Retailer's request and respond within 5 Business Days of receipt of form S/O3 confirming if it will allow the proposed Data Logger to be installed on DCWW Apparatus.

### 2. Access to DCWW's assets

- 2.1 The Retailer agrees to follow the below guidance where it requires access to DCWW Assets to install a Data Logger on DCWW Apparatus:
  - a) Work or surveys requiring any third party / contractor to enter a DCWW Asset shall request permission via the Access to Assets process using form AF02b.
  - b) Access shall only be undertaken, once permission to access the DCWW Asset has been granted by the local area asset controller. No access will be made by any third party to any DCWW Asset without the knowledge and consent of the asset controller.
  - c) DCWW must have knowledge of when anyone wishes to access a DCWW Asset or DCWW Apparatus. Reasonable and timely requests should not be an issue, however, operational reasons may prevent such access always being possible.
  - d) DCWW's appointed site controller will have management responsibility for and control of the conditions under which any such access is granted.

All DCWW staff are empowered by the company to instruct any third party or contractor to stop work on any operations which they feel may cause injury or ill health to persons or damage to property. A list of known common hazards **which need to be controlled when working in or near DCWW's meter chambers and apparatus is included in Schedule 1**. However, DCWW will not supervise the work and the Retailer will be responsible for carrying out its own risk assessment.

e) DCWW's Wholesale Service Centre will NOT arrange access for any third party to any DCWW Asset. Permission must come from the local asset controller.

f) Minimum requirements for a third party / contractor to work on a DCWW asset, is evidence of a suitable and sufficient Health and Safety management system along with competent Health and Safety advice. This is achieved via assessment and accreditation by an independent external body.

DCWW currently recognises the following bodies:

- Accreditation to one of the Safety Schemes In Procurement (SSIP) bodies; or
- Achilles Verify.

### 3. Installation of Data Logger and associated Apparatus

- 3.1 If there isn't an existing pulse unit on the meter the Retailer must provide its own pulse unit.
- 3.2 DCWW may require the Retailer to install a splitter on its meter to facilitate current or future installation of both a Data Logger and DCWW Data Logger.

3.3 The Retailer will ensure it complies with the Traffic Management Act notifying the relevant Highways Authority of its intention to carry out work.

3.4 The Retailer must confirm the installation of its equipment to DCWW within two business days following the installation and provide a photograph showing the logger insitu.

3.5 All loggers must be clearly labelled with the owners name and contact details.

## 4. The Charges

4.1 If during the course of the logger installation the Retailer or their Contractor damage any DCWW apparatus, the cost of repairing or replacing the apparatus will be recharged to the Retailer in accordance with DCWW's Wholesale Tariff Document and Billing Timetable.

## 5. DCWW meter maintenance

5.1 In the event that DCWW needs to carry out work on or to replace any of its Apparatus, it will reconnect the Data Logger at its cost including (if required) the provision of a new pulse unit/cable. The reconnection will not take place at the time of the work but at the next available opportunity.

5.2 DCWW will notify the Retailer within five business days of any works being carried out that have resulted in the disconnection of the Data Logger.

## 6. Liability

6.1 The Retailer agrees that it shall take responsibility for carrying out its own risk assessment; DCWW shall take no responsibility for supervising third party access to DCWW's Assets/Apparatus.



### Schedule 1 - Known common hazards which need to be controlled, when working in or near DCWW's meter chambers and associated apparatus.

(The list of hazards below is not exhaustive. Third parties are required to undertake a suitable and sufficient specific risk assessment of each site, prior to any work commencing; DCWW shall take no responsibility for supervising third parties).

Hazard	Risk	Controls
Working in the highway	Personal / third party injury. Hit by moving vehicles	Streetworks accreditation. Signing lighting and guarding.
Lifting and moving Chamber covers	Personal injury. Damage to apparatus if dropped.	Visual check of the condition of the cover. Cleaning and removal of any detritus within hinge or other mechanisms before opening. Tools suitable for the activity. Manual handling training. Fit and Capable staff.
Confined spaces	Asphyxiation. Personal Injury	Confined spaces training to City & Guilds standard 6150. Gas Monitors and 2 man working if necessary following risk assessment and safe system of work.
Needle sticks / Sharps / Bio Hazard	Infection	Suitable PPE and training in needle stick awareness. If not trained in removal then contact DCWW to arrange removal.
Work at Height / access and egress in chambers	Falls from height / personal injury	Suitable and sufficient work at height training / Personal protective equipment. Portable ladders appropriate for the task.
Poor hygienic practices	Contamination of water supply	Training in Water Hygiene practices. Water Hygiene card holder. Provision of Chlorox solution to disinfect all fittings.
High pressure water pipe lines	Personal injury / damage to key apparatus (PRV etc)	Understanding of pressurised pipelines and associated risks. Consultation with operational staff if an entry to the chamber is to be made.
General Working Environment	Personal and third party injuries	Training in risk assessment. Suitable and sufficient risk assessments and method statements for the activity.
Adjacent or close industrial processes	Contamination of the working area / chamber. Ingress of contaminant either physical or atmospheric. – personal injury	Dynamic risk assessment of working area. Stop entry if conditions are found to be problematic. Escalate to DCWW as asset owner.

## 20. Standard terms and conditions for the installation of a Third Party or Business Customer's Data Logger on DCWW's Apparatus

### 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 <https://wholesale.dwrcymru.com/en/our-services/charges-and-billing>

**Charge** means the charge(s) for the services as detailed in DCWW's published Wholesale Tariff Document available at <http://wsc.dwrcymru.com/en/Charges-and-billing.aspx>

**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 Asset** means a DCWW owned asset including a site

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

**Data Logger** means the Data Logger to be installed by the Third Party or Business Customer

**Third Party** means a Third Party (not a Retailer<sup>1</sup>) acting on behalf of a Business Customer.

## 7. Serving of Notice of intention to install a Data Logger and DCWW response

7.1 The Third Party will submit a request to DCWW providing at least 5 Business Days' notice of its intention to install a Data Logger on DCWW's apparatus including details of the Data Logger's specifications.

7.2 DCWW will review the Third Party's request and respond within 5 Business Days of receipt of a request form confirming if it will allow the proposed Data Logger to be installed on DCWW Apparatus.

## 8. Access to DCWW's assets

8.1 The Third Party/Business Customer agrees to follow the below guidance where it requires to access to DCWW Assets to install a Data Logger on DCWW Apparatus:

g) Work or surveys requiring any third party / contractor to enter a DCWW Asset shall request permission via the Access to Assets process using form AF02b.

h) Access shall only be undertaken, once permission to access the DCWW Asset has been granted by the local area asset controller. No access will be made by any third party to any DCWW Asset without the knowledge and consent of the asset controller.

i) DCWW must have knowledge of when anyone wishes to access a DCWW Asset or DCWW Apparatus. Reasonable and timely requests should not be an issue, however, operational reasons may prevent such access always being possible.

j) DCWW's appointed site controller will have management responsibility for and control of the conditions under which any such access is granted.

<sup>1</sup> Retailers must complete Form S/03.

All DCWW staff are empowered by the company to instruct any third party or contractor to stop work on any operations which they feel may cause injury or ill health to persons or damage to property. A list of known common hazards **which need to be controlled when working in or near DCWW's meter chambers and apparatus is included in Schedule 1**. However, DCWW will not supervise the work and the Third Party /Business Customer will be responsible for carrying out its own risk assessment.

k) DCWW's Wholesale Service Centre will NOT arrange access for any third party to any DCWW Asset. Permission must come from the local asset controller.

l) Minimum requirements for a third party / contractor to work on a DCWW asset, is evidence of a suitable and sufficient Health and Safety management system along with competent Health and Safety advice. This is achieved via assessment and accreditation by an independent external body.

DCWW currently recognises the following bodies:

- Accreditation to one of the Safety Schemes In Procurement (SSIP) bodies; or
- Achilles Verify.

## 9. Installation of Data Logger and associated Apparatus

- 9.1 If there isn't an existing pulse unit on the meter the Third Party/Business Customer must provide its own pulse unit
- 9.2 DCWW may require the Third Party/ Business Customer to install a splitter on its meter to facilitate current or future installation of both a Data Logger and DCWW Data Logger.

9.3 The Third Party /Business Customer will ensure it complies with the Traffic Management Act notifying the relevant Highways Authority of its intention to carry out work.

9.4 The Third Party /Business Customer must confirm the installation of its equipment to DCWW within two business days following the installation and provide a photograph showing the logger insitu.

9.5 All loggers must be clearly labelled with the owners name and contact details.

## 10. The Charges

10.1 If during the course of the logger installation the Third Party /Business Customer or

Contractor damage any DCWW apparatus, the cost of repairing or replacing the apparatus will be recharged to the Third Party in accordance with DCWW's Wholesale Tariff Document.

## 11. DCWW meter maintenance

- 11.1 In the event that DCWW needs to carry out work on or to replace any of its Apparatus, it will reconnect the Data Logger at its cost including (if required) the provision of a new pulse unit/cable. The reconnection will not take place at the time of the work but at the next available opportunity.
- 11.2 DCWW will notify the Third Party within five business days of any works being carried out that have resulted in the disconnection of the Data Logger.

## 12. Liability

12.1 The Third Party /Customer agrees that it shall take responsibility for carrying out its own risk assessment; DCWW shall take no responsibility for supervising third party access to DCWW's Assets/Apparatus.

