



## **Retailer Equipment: Terms and Conditions**

This document sets out the terms & conditions upon which we will allow Retailer Equipment to be installed on our meters. These terms & conditions are made under Part B Business Terms of the Wholesale Retail Code and should be read in accordance with our Non-Household Property Data Logging Policy and Guidance to Retailers (“**our policy**”). We have also published a list of meters which are compatible with the fitting of Retailer Equipment.

Our policy and list of meters is available on our website at:

[www.affinitywater.co.uk/Wholesale/KnowledgeHub/DataLoggingDevicesGuidance](http://www.affinitywater.co.uk/Wholesale/KnowledgeHub/DataLoggingDevicesGuidance)

### **Definitions:**

References to “**you**” “**your**” means a Water Retailer holding a Water Supply Licence under the Water Industry Act 1991;

References to “**us**” “**our**” “**we**” means Affinity Water Limited (“Affinity Water”);

**Retailer Equipment** means any equipment attached to the Network by the Retailer or third parties on its behalf including, for example data logging devices, radio units, signal repeaters/ splitters and associated connecting wires and any other associated equipment.

**Premises** means Eligible Premises within the meaning of the Wholesale Retail Code;

**Wholesale Tariff Document** means Affinity Water’s Wholesale Tariff Document 2017/18 available from our website [www.affinitywater.co.uk/leaflets&reports](http://www.affinitywater.co.uk/leaflets&reports)

### **Terms and Conditions:**

- (1) The Retailer Equipment must be installed or removed in accordance with the requirements set out in our policy so as not to affect the accuracy or working of our meter.
- (2) If we have reason to believe the Retailer Equipment is affecting the accuracy or operation of our meter and/or is affecting our ability to comply with our statutory obligations or if we deem it necessary for the reasonable operation of our network or necessary for leakage prevention, we reserve the right to disconnect and otherwise remove the Retailer Equipment at any time. We will where possible give you prior notification of any such action and we will, if possible, reconnect the Retailer Equipment following any works which we carry out on our meter.
- (3) If you require us to install a pulse emitter and signal repeater/ splitter and associated connectors to our meter, or exchange our meter for the purpose of enabling you to install Retailer Equipment, we will charge you for carrying out such work as set out in our Wholesale Tariff Document.

- (4) We may request from you data from the Retailer Equipment. We will only use such data for the purpose of carrying out our functions in respect of resource planning and leakage.
- (5) You are responsible for ensuring that Retailer Equipment is compatible with our meters in accordance with our list of meters and our policy.
- (6) If you are using a third party to install Retailer Equipment, you must ensure that the third party working on your behalf has the skills and capabilities to carry out the work in accordance with any relevant legislation and our policy.
- (7) We will not charge you for installing Retailer Equipment on our meters unless we have carried out any part of the work, for example, where we install a repeater/splitter device which is required for the purposes of enabling your data logging device to be installed on our meter. In these circumstances we will charge you the reasonable expenses incurred in carrying out the work as set out our Wholesale Tariff Document.
- (8) If we encounter Retailer Equipment installed on our meter which we have not been notified of, we reserve the right to disconnect the equipment immediately and without prior warning.