

## Standard terms and conditions for the provision of Electronic Data Interchange (EDI) to business customers

DCWW shall provide the Services to the Customer on the terms and conditions set out in these Terms.

### 1 Definitions and status

1.1 In these Terms the following words and expressions have the following meanings unless inconsistent with the context:

**Customer** means the person, sole trader, partnership, legal entity, professional, company, or association procuring or being supplied with Services by DCWW.

**DCWW** means Dŵr Cymru Welsh Water, the trading name of Dŵr Cymru Cyfyngedig.

**Electronic Data Interchange or EDI or EDI Bill** means an electronic file issued by DCWW for billing purposes and containing details of the charges in respect of the Sites and that replace a paper invoice. The DCWW EDI is compliant with Tradacoms26v3.

**Eligibility criteria** means the requirements that must be met, and continue to be met, by a customer to be eligible for the Services namely:

- Be operating in the course of a trade or business;
- Receive water and/or sewerage services from DCWW at 10 or more Sites
- Capable of receiving and processing and EDI file compliant with Tradacoms26v3 or such other standard as DCWW may from time to time notify; and
- All Sites included in the EDI Bill have the same tariff type (i.e. metered )

**Service** means the provision of EDI billing services to be performed by or on behalf of DCWW in accordance with these Terms.

**Sites** means the pieces of land and/or buildings that have been included in your EDI Bill.

**Terms** means these terms and conditions for the provision by DCWW to the Customer of the Services.

**Termination Date** means the date of termination of these Terms, howsoever arising.

1.1 The Terms deal with the arrangement between the Customer and DCWW in respect of the Services only and do not alter the terms and conditions (as may be amended from time to time latest version available at: [https://www.dwrcymru.com/en/Reading\\_Room\\_Library/Leaflets-and-Publications.aspx](https://www.dwrcymru.com/en/Reading_Room_Library/Leaflets-and-Publications.aspx)) (“**Water Terms**”) or otherwise apply in respect of the provision of water and waste services by DCWW to the Customer which will continue in full force and effect for the duration.

### 2 Commencement of the Service

2.1 DCWW shall notify the Customer of the date upon which it will commence the Service.

### **3 The Customer's Obligations**

- 3.1 The Customer shall apply and be accepted to receive the Service and DCWW is under no obligation to provide the Service until such time as the Customer's application has been accepted. The Customer can apply online or contact the Commercial Billing team for further information by emailing [edi@dwrcymru.com](mailto:edi@dwrcymru.com) . The following details will be required to set up the EDI are:
  - 3.1.1 EDI payer name;
  - 3.1.2 EDI payer address;
  - 3.1.3 EDI payer email address;
  - 3.1.4 EDI contact telephone number;
  - 3.1.5 TRADACOMS middleware details; and
  - 3.1.6 EDI delivery e-mail address.
- 3.2 It is the Customer's responsibility to ensure that the details required under clause 3.1 are accurate and to notify DCWW immediately if they change at any time during the duration of the provision of the Service by DCWW by emailing [edi@dwrcymru.com](mailto:edi@dwrcymru.com) .
- 3.3 Registration will be deemed complete when DCWW has confirmed this to the Customer. The Customer shall promptly thereafter provide a list of the Sites it wishes to be covered by the EDI bill. Such list of Sites shall be provided at least sixty (60) days in advance of receiving its first EDI Bill.
- 3.4 The Customer shall not be entitled to receive an EDI Bill until such time as it has paid all previous bills relating to each of the Sites and have a zero balance on each of the accounts relating to the Sites.
- 3.5 The Customer is responsible for keeping the password necessary for downloading its EDI Bill secure and must notify DCWW immediately if it has or may have been compromised. The Customer is also responsible for the security of IT systems used for EDI Bills and.
- 3.6 The Customer will receive a monthly email advising their EDI Bill is available in EDI format and available to download.
- 3.7 The Customer shall immediately notify DCWW in the event that it no longer satisfies the Eligibility Criteria, whether on a temporary or permanent basis.
- 3.8 The Customer agrees to comply with all security requirements notified to it by DCWW from time to time in connection with the Services. In particular, and without limitation to the generality of the foregoing, the Customer agrees to use all appropriate and updated software to prevent any virus, spyware, Trojan horse or other malware from accessing its IT systems.

#### 4 Provision of the Service

- 4.1 DCWW shall issue the EDI Bill monthly, by the 7<sup>th</sup> of each month.
- 4.2 Once an EDI Billing Account has been set up, the Customer shall no longer receive paper bills in relation to the Sites. For the avoidance of doubt, the Customer shall continue to receive paper bills in relation to any site not included in the EDI Bill. The Customer accepts that the provision of an EDI Bill is a substitute for a paper bill and, for the duration of the Service and in respect of the Sites, the Customer shall not receive a paper bill.
- 4.3 The Customer must inform DCWW, by emailing [edi@dwrcymru.com](mailto:edi@dwrcymru.com) of any amendments required to the EDI Bill at least fourteen (14) days prior to issue (e.g. adding or removing a Site, changing any of the contact details listed in clause 3.1). DCWW reserves the right to refuse any amendments if insufficient notice has been provided by the Customer or for technical or operational reasons.

#### 5 Payment

- 5.1 The Service is provided free of charge.
- 5.2 The Customer shall pay each EDI Bill in full within fourteen (14) days of **the EDI delivery date** unless agreed otherwise in writing by DCWW.
- 5.3 DCWW reserves the right to instigate its normal collection procedures from time to time to recover payment for any outstanding EDI Bill (in whole or in part), including legal proceedings or disconnection of water supplies. DCWW shall be entitled to send all reminders and other correspondence by post to the Customer's address.
- 5.4 The Customer shall make all payments due under an EDI Bill by BACS into the DCWW bank account at the times specified for payment in the Water Terms of in these Terms: Sort Code 52-21-07/ Account Number 01500007 or such other bank account as DCWW may, from time to time, notify.
- 5.5 DCWW shall be entitled to allocate any payment received from the Customer to any outstanding debt of the Customer as it considers fit.
- 5.6 The Customer shall submit a remittance note by email to DCWW at [edi@dwrcymru.com](mailto:edi@dwrcymru.com) within three (3) days of payment of the particular EDI Bill.
- 5.7 Customers are required to download their EDI Bill within 3 working days of notification.
  - 5.7.1 The Customer shall make payment in full against the full value of the invoice submitted by EDI without deduction or set off and raise any queries via [edi@dwrcymru.com](mailto:edi@dwrcymru.com). Any invoice values that require amendment should be passed to DCWW to investigate and adjustments will appear in the next month's invoice. DCWW do not issue credit notes.

#### 6 Limitation of Liability

- 6.1 DCWW cannot and does not guarantee uninterrupted and/or reliable access to the Service and makes no guarantee as to its operation, availability, functionality or that it will be free of error or disruption.

**7 Termination**

- 7.1 DCWW has the right to terminate the EDI Billing arrangement by providing sixty (60) days' notice in writing for any reason.
- 7.2 DCWW may suspend or terminate the EDI billing arrangement without notice for non-payment of any EDI Bill or otherwise breaches the Water Terms, or in the event that the Customer no longer satisfies the Eligibility Criteria.
- 7.3 The Customer may terminate the EDI Billing arrangement by providing sixty (60) days' notice in writing for any reason.
- 7.4 If either party terminates the EDI Billing arrangement, each Site will revert to billing on a non EDI basis.
- 7.5 On termination of the EDI Billing arrangement, the Customer shall immediately pay to DCWW any unpaid EDI Bills. Any amount owed but not yet billed shall be notified in writing by DCWW.

**8 General**

- 8.1 A person who is not a party to these Terms shall not have any rights under or in connection with it.
- 8.2 All materials (including, without limitation, all designs, text, graphics and their selection and arrangement) relating to the Service are the copyright of DCWW. No such material may be copied or reproduced in any form whatsoever, whether physical, electronic or otherwise, without DCWW's express, prior, written consent.
- 8.3 If any clause in these Terms shall be deemed unlawful, void or unenforceable for any reason that clause shall be deemed severable and shall not affect the validity and enforceability of the rest of these Terms.
- 8.4 DCWW reserves the right to alter the terms and conditions contained in these Terms from time to time. DCWW will make the latest version of these Terms available at all times on its website. The Customer's use of the Service shall be deemed an acceptance of these Terms as amended from time to time.
- 8.5 These Terms shall be governed by and construed in accordance with the laws of England and Wales, as applied in Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 8.6 The Customer shall be responsible for making any third party service provider employed on behalf of the Customer aware of these Terms and the clauses contained within it.
- 8.7 DCWW shall be entitled to subcontract any or all of its obligations under these Terms to any third party.
- 8.8 DCWW shall be entitled to assign the whole or any part of these Terms to any third party.

To accept these Terms and Conditions, please sign below.

Signed.....

Print Name.....

Date.....

Job Title.....

Please return the signed proposal to the Commercial Billing Team at: [edi@dwrcymru.com](mailto:edi@dwrcymru.com)