

DCUSA DCP 033 Consultation Responses – Collated Comments

Party	Do you understand the intent of the Change Proposal and the potential impact on your organisation?
DNO	
CENTRAL NETWORKS	Central Networks fully understands the intent of the Change Proposal and the potential impact it will have.
EDF NETWORKS	Yes thanks
ELECTRICITY NW	Yes. This will simplify the documentation associated with connection agreements and ensure that large customers who operate throughout the UK have the same national terms (subject to any bespoke or existing agreement).
WESTERN POWER DISTRIBUTION (SOUTH WEST) PLC	<p>We understand the intent of the proposal is to extend the existing national terms of connection (NTC's) for smaller customers to include both larger customers and unmmetered customers.</p> <p>A site specific bi-lateral Connection Agreement will still be needed to include specific technical data. However, by incorporating the "boilerplate" terms and conditions into the NTC's it should give transparency and comfort to customers knowing that the Distributors connection terms that they wish the customer to enter into are generic to the industry.</p> <p>The change will mean that WPD will have to implement changes to its existing system for preparing and maintaining Connection Agreements. There will be a cost associated with amending our IT system but there should be an overall reward in simplifying the preparation process.</p>
SSE POWER DISTRIBUTION	Yes
CE ELECTRIC UK	Yes, we understand the intent.
	Do you consider that the Change Proposal will either better facilitate or be detrimental to any of the DCUSA Objectives (see below)?
CENTRAL NETWORKS	Central Networks considers the Change Proposal will better facilitate the relevant DCUSA objectives subject to the changes suggested herein.

	<p>Objective 3.1.2 – The connection terms will be both consistent and transparent across DNO's and IDNO's and thus are likely to be more acceptable from a suppliers perspective and therefore facilitating competition in supply.</p> <p>Objective 3.1.3 – The inclusion of such connection terms in the National Terms for Connection will ensure consistency across DNO's and IDNO's which means that discrimination is less likely between customers of similar class.</p>
EDF NETWORKS	<p>Objective 1 is better facilitated because the introduction of this proposal will ensure that all Customers will be provided with standard terms by which they are bound for their Connection to any Distribution Network. This should enable them to more effectively engage with DNO parties and IDNO Parties in relation to their network requirements i.e. use of required power, modifications to their existing requirements etc.</p> <p>Objective 2 is better facilitated because the housing of an expanded standard National Terms for Connections covering all Customers connected to any Distribution Network, on the ENA website, would provide a greater level of transparency/visibility of information in this area and therefore better facilitate competition and benefit customers.</p> <p>Objective 3 is better facilitated because the distribution licence condition that created DCUSA included a requirement that DCUSA should include terms that relate to connection to the system. The DCUSA steering group decided that the short timescales for putting DCUSA in place prohibited addressing connection terms and so this aspect was included within the matters for further consideration as an item within Schedule 12 of DCUSA. This CP seeks to introduce terms into the National Terms of Connection in order to facilitate that work.</p>
ELECTRICITY NW	<p>Objective 2 is better facilitated by ensuring that the National Terms for Connections covers all types of customers connected to the Distribution Network across the UK. This would also ensure that such terms are standard (both for demand and generation) rather than having individual company agreements. This would better facilitate competition and benefit customers.</p>
WESTERN POWER DISTRIBUTION (SOUTH WEST) PLC	<p>Objective 3.1.2 is better facilitated because the accommodating the expanded version of the NTC's on the ENA website will provide a greater level of transparency/visibility of information in this area and therefore better facilitate competition and benefit customers.</p>

	<p>Objective 3.1.3 is better facilitated because the distribution licence condition that created DCUSA included a requirement that DCUSA should include terms that relate to connection to the system. This CP seeks to introduce terms into the NTC's in order to facilitate that work.</p> <p>In Ofgem's initial consultation document covering the Electricity Distribution Price control review it suggested consideration should be given to standardising connection agreements for Distributed Generation. This CP takes a proactive step toward better facilitating this objective by such.</p>
SSE POWER DISTRIBUTION	The main objective which is better facilitated is 3.1.4 as the proposals should assist customers to readily obtain the terms for connection which apply to them and all premises have relevant default terms in place in the absence of an alternative agreement.
CE ELECTRIC UK	We consider that the Change Proposal will better facilitate objectives 3.1.2 as the availability of transparent consistent terms ought to assist competition in supply of electricity.
	Do you consider that the drafting is fit for purpose? If not, please clearly state any changes required. Further detail can be provided on the comments matrix below
CENTRAL NETWORKS	<p>A general comment is that the drafting of the National Terms appear to be derived from the old PES drafted agreements and we see that for consistency with agreements still in use by Distributors for major customers this is probably appropriate. However we feel that the Customers most likely to have their connections governed by these terms may find them confusing. For those customers we use "Short Form" agreements, the terms of which would be more appropriate for the National Terms. If the feedback from the consultation in particular from customer groups suggest a "plain English" approach we would support this view.</p> <p>In the meantime we have included some detailed comments in the matrix below with regard to Section 4.</p>
EDF NETWORKS	Yes
ELECTRICITY NORTH WEST	Any drafting concerns are contained within the detailed drafting comments below.
WESTERN POWER DISTRIBUTION (SOUTH WEST) PLC	The drafting is largely fit for purpose. We do however make a few suggestions for amendment which are listed in the comments matrix below.

SSE POWER DISTRIBUTION	<p>We believe that the drafting requires a number of amendments and have detailed these in the comments matrix below.</p> <p>Firstly, we are concerned with the (necessary) requirement for the customer to comply with capacity limitations but the only means by which the customer can become aware of these seems to be through a bespoke connection agreement. This means there would be very little benefit in changing from the existing arrangements for connection agreements.</p> <p>We also have substantial concerns regarding the application of this Agreement, as it stands, to large embedded generation and make a number of suggestions for changes to take account of this concern. It should be borne in mind that in the SHEPD area, "large" generation starts at only 10MW and if this Agreement is to be suitable for true national deployment it must reflect national conditions.</p> <p>The governing law of this agreement is also a concern. Whilst we recognise that the existing NTC is governed by English Law, this is an issue for the reasonable ability of customers in Scotland to obtain legal advice or raise challenges and there is a strong case to change this, detailed below.</p> <p>Finally, we do not believe that export generation and unmetered supplies are compatible and comment accordingly in the matrix below.</p>
CE ELECTRIC UK	Yes
	Are there any further matters you wish to raise?
CENTRAL NETWORKS	No further matters at this time.
EDF NETWORKS	None
ELECTRICITY NORTH WEST	None
WESTERN POWER DISTRIBUTION (SOUTH WEST) PLC	None

SSE POWER DISTRIBUTION	None.
CE ELECTRIC UK	None.

DETAILED DRAFTING COMMENTS

No	Party	Section & Clause Reference	Summary of Issue	Proposed Solution
	John Lawton	All document	Schedule 2B does not highlight the changes against the current DCUSA.	The drafting that accompanies the change report needs to be in strikethrough against the current DCUSA
	Tom Chevalier.	General	Noted that the document could have been written 10+ years ago, and does needed bringing up to date.	
	Tom Chevalier.	General	There are frequent mention of charges for this or that – none of which I have ever noticed in Distributors DUoS charge statements – so I would suspect they are not really charged, it may be worth removing them to save causing unnecessary difficulty with customers.	
	Tom Chevalier.	General	The references to 'generation' in unmetered should simply be removed, there is no recognition of the concept in the BSC unmetered arrangements.	
	Tom Chevalier.	General	The ENA website only gives the 'domestic' connection terms, so the website will need changing to reflect the significantly wider scope (CT & unmetered) of these terms. Surprised this consultation is not included on the ENA web site.	
	Paul Hart.	General	Schedule 2C – italic notes at top – last line CHANGE: "choose" rather than "chose"	
	Angus Rae	Schedule 2B Section 1 Clause A	We are concerned that the drafting suggests that the NTC are the only terms which a DNO may require for connection of premises, when it is clear that alternative terms will be required. The option for alternative terms to exist or to be necessary should not be excluded in any context.	We suggest that the final paragraph of Clause A is amended to read: "The National Terms of Connection set out the terms and conditions that the network operator in most circumstances requires you to

				accept in return for maintaining the connection of the premises to its network. The network operator may however require that an alternative form of agreement is required for the specific premises or premises of its type."
	Angus Rae	Schedule 2B Section 1 Clause B	We suggest that only the supplier involved in site import should act as the agent of the DNO as in some generation cases there may be different suppliers for import and export.	We suggest that Clause B is amended to read: "Application to you and the premises: When you enter into a contract with your electricity supplier for the supply of electricity to a particular premises, you will also have agreed with the network operator to accept these terms in respect of those premises. This is because your electricity supplier has been appointed as the agent of the network operator to make such an agreement".
	Angus Rae	Schedule 2B Section 1 Clause C	We believe that this clause should be deleted in its entirety. If the customer has entered into a supply contract at other premises (including a deemed contract) the NTC will apply automatically. Where the customer has another supplier at other premises (and potentially	Delete Clause C.

			bespoke agreements as well) there will be multiple connection agreements in place. This confuses the situation with regard to which agreement takes precedence.	
	Angus Rae	Schedule 2B Section 1 Clause F	We believe that this clause should apply to any bespoke connection agreement required by the DNO and not only existing agreements. As currently drafted this clause cuts out the DNOs right to require alternative connection terms.	We suggest that Clause F is amended to read: "Connection terms: Any terms applying to you and the connection of the premises to the network (except for standard terms which have the effect by virtue of statute or pursuant to a contract with an electricity supplier, or which an electricity supplier procured your acceptance of) will apply instead of the National Terms of Connection".
	Angus Rae	Schedule 2B Section 2 Clause 10	We believe that the limitation of liability should apply to all customers, not only business customers.	We suggest that Clause 10 is amended to read: "Liabilities: Our liability to you in relation to your premises and your liability to us in relation to your premises will (subject to the limitations in Clause 9) be limited to a maximum of £100,000 per calendar year".

	Angus Rae	Schedule 2B Section 2 Clause 16	We strongly believe that the governing law for the Agreement should reflect where the particular premises is located. We are concerned that customers situated in Scotland will be placed at a major disadvantage in the event that there is a dispute, as they would have to obtain legal advice and representation from a solicitor qualified in English Law. As the majority of such qualified solicitors practising in Scotland either work in-house (and cannot therefore give advice to the general public) or work for one of the large firms based in Edinburgh and/or Glasgow, the expense of bringing a claim under the Agreement is likely to be prohibitive for most customers.	We suggest that the text of Clause 16 is deleted and replaced with the following: "If the Premises is in England or Wales this Agreement shall be governed by the Laws of England and Wales and any disputes arising shall be dealt with by the English and/or Welsh Courts. If the Premises is in Scotland this Agreement shall be governed by Scots Law and any disputes arising shall be dealt with by the Scottish Courts."
	Angus Rae	Schedule 2B Section 3 General	We believe that if this form of agreement is to cover large generation connections, a number of changes need to be made to make it more suitable for such generation. See notes above advising that in the SHEPD area, generation is treated as "large" at only 10MW, hence the concern.	Suggested amendments below.
	Angus Rae	Schedule 2B Section 3 Definitions	As the DNO is entitled to use a bespoke connection agreement as set out in Schedule 2C, this should be defined. Suggested change to the definition of "Agreement" is submitted.	The definition of Agreement should be amended to read: "Agreement" means the terms and conditions of sections 1 and 3 of the National Terms of Connection and any bespoke agreement which

				the Customer has agreed with the Company to accept in respect of the Connection Points.
	Angus Rae	Schedule 2B Section 3 Definitions	A definition of CVA is required as later suggested amendments use the term.	Insert definition as follows: "CVA" shall have the meaning given to the term "Central Volume Allocation" in the BSC.
	Angus Rae	Schedule 2B Section 3 Definitions	A definition of Engineering Recommendations is required as later suggested amendments use the term.	Insert definition as follows: "Engineering Recommendations" means any and all of Engineering Recommendation G59/1, Engineering Recommendation G5/3, Engineering Recommendation G75/1, and Engineering Recommendation P28 as applicable.
	Angus Rae	Schedule 2B Section 3 Definitions	Definitions of Engineering Recommendation G59/1, G5/3, G75/1 and P28 are required as suggested amendments use the terms.	Insert industry standard definitions of ER G59/1, G5/3, G75/1 and P28.
	Angus Rae	Schedule 2B Section 3 Definitions	A definition of SVA is required as later suggested amendments use the term.	Insert definition as follows: "SVA" shall have the meaning given to the term "Supplier Volume Allocation" in the BSC.
	Angus Rae	Schedule 2B Section	We believe that the Customer's right to be connected is subject to the DNO having in place	Insert new Clause

		3 Clause 3	the necessary land rights and in the event that these rights are removed, the DNO should have the right to disconnect until those rights have been reinstated. Therefore an additional clause is required.	3.4 as follows: "3.4 The Customer's right to be (and remain) Connected to the Distribution System is conditional upon the Company having obtained all wayleaves, easements/servitudes, leases and all similar rights required to provide the Connection and those rights remaining in full force and effect".
	Angus Rae	Schedule 2B Section 3 Clause 4.1.1	We are concerned that the drafting of this clause could lead to a situation where the customer could argue that no connection agreement has been entered into and the DNO therefore has no rights to de-energise.	We suggest that this clause is amended to read as follows: "4.1.1 the Customer having the ability to perform and comply with all of its obligations under this Agreement".
	Angus Rae	Schedule 2B Section 3 Clause 4.1.4(B)	If the Customer requires to be a party to the CUSC it will also have to be a party to the relevant supplementary agreement.	We suggest that this clause is amended to read as follows: "4.1.4(B) (to the extent that it is within any such category) being a party to the CUSC (and to the relevant supplementary

				agreement under the CUSC); and
	Angus Rae	Schedule 2B Section 3 Clause 4.1.4	If this Agreement is to be used for large generators we believe that there should be an obligation upon that generator to have in place either a power purchase agreement or to be participating in the balancing market. This is to prevent the generator spilling onto the Distribution System. Accordingly, an additional clause 4.1.4(C) is required.	Insert new Clause 4.1.4(C) as follows: "4.1.4(C) the Customer: (a) has entered into a Power Purchase Agreement, for the sale of all its generation, which is unconditional or the conditions precedent of which have been satisfied or waived by agreement, and the Customer is trading the electricity generated at the Premises through an Electricity Supplier in SVA; or (b) is a party to the BSC and is trading the electricity generated at the Premises independently in CVA; or (c) is a party to an agreement with a consolidator who is a party to the BSC and the Customer is trading the electricity generated at the Premises through that consolidator

				in CVA; and the Customer ensures that it continues to comply with the requirements of this Condition for the duration of this Agreement".
	Angus Rae	Schedule 2B Section 3 Clause 5.6	We believe that if the customer is a large generator they should be required to comply with the Grid Code, the Distribution Code and applicable Engineering Recommendations so far as they apply to them and failure to comply should permit the DNO to de-energise the Connection. Accordingly, an additional clause 5.6.7 is required.	Insert new Clause 5.6.7 as follows: "5.6.7 where there is any Generating Equipment at the Premises, the Customer fails to comply with any provision of the Grid Code, Distribution Code or the Engineering recommendations which apply to them".
	Angus Rae	Schedule 2B Section 3 Clause 11.1	We believe that this clause should be slightly amended to ensure that it is correctly interpreted as intended.	We suggest that Clause 11.1 is amended to read: "The Customer shall procure that the Company (and its employees, agents, subcontractors and/or invitees) shall at all times be given safe and unobstructed access to enter the Property at convenient times (except in the case of emergency in which circumstance access is

				permitted at any time) and upon reasonable notice (except in the case of emergency and reading of meters in which circumstances no such notice is required) for the purpose of....."
	Angus Rae	Schedule 2B Section 3 Clause 11.2	We do not believe that the Customer should have a right to enter DNO premises without prior approval and appointment and should not be permitted to carry out work upon the distribution System for safety reasons. We propose that Clause 11.2 should be deleted entirely.	
	Angus Rae	Schedule 2B Section 3 Clause 12.1	While it is essential that the obligations upon the Customer in relation to Maximum Import and/or Export Capacity remain, it is our view that for these obligations to be legally enforceable they require to be clearly set out and the Customer must be aware of the specific obligations. In the absence of any other mechanism to make the Customer aware of the Capacity value(s), this means that the DNOs will have to enter into bespoke connection agreements for all sites which Section 3 is intended to apply to. This makes the whole extension of NTC and to the agency role of the suppliers of very little value.	For this section of the agreement to work as intended, there needs to be a mechanism by which the customer has an obligation to contact the network operator to check the capacity if they have not been otherwise notified.
	Angus Rae	Schedule 2B Section 3 Clause 13.1	Where specific power factor requirements exist which do not meet the text in the current draft (as in the case of some renewable generation connections), the bespoke connection agreement will be required and it will require provision for stating such specific requirements.	See suggested amendments to the template bespoke connection agreement Schedule 2C Appendix 1.
	Angus Rae	Schedule 2B Section 3 Clause 13.1	See our comments under Schedule 2B Section 2 Clause 16 – same comments apply.	See our comments under Schedule 2B Section 2 Clause 16 – same comments apply.
	John Lawton	Section 3, 'Agreement'	In Para 1.1 of this section we use 'Section' but here we use 'section'. We need to be consistent.	Replace 'section' with 'Section'.

		Section 3, 'Company's Equipment'.	We mention 'metering and other equipment' within the definition. This may be confused with Metering which the Company does not always own and is procured via a separate contract.	Consider replacing 'metering and other equipment' with 'Metering Equipment' which we have defined.
	John Lawton	Section 3, 'De-energisation'	Because we have within the definition 'or the taking of any other step' (which is definitely required) this would pick up System Outages as a de-energisation which is not the case.	We need to consider adding into the definition 'for any purpose other than a System Outage'
	John Lawton	Section 3, MEC and MIC	We need to be consistent. MIC has 'from' in bold, whereas MEC has 'into' not in bold. Both being used to determine the flow of electricity.	Unbold 'from'.
	John Lawton	Section 3, Clause 4.2	Should we consider linking this clause to Clause 23 - notices	For discussion
	John Lawton	Section 3, Clause 5.6.4	The cross reference to Clause 12.2 is incorrect. This refers to our obligation to provide a MIC and MEC.	This cross reference should refer to Clause 12.3 where the customer exceeds the MIC or MEC.
	John Lawton	Section 3, Clause 5.6.6	The cross reference to Clause 7.4 is incorrect.	This cross reference should refer to Clause 7.5.
	John Lawton	Section 3, Clause 5.8	This clause is misleading. We would expect to only Re-energise at the request of the party who requested the De-energisation. As this is written we could Re-energise at the request of the Customer where the Registrant requested the De-energisation. Such an action would be frowned upon if the de-energisation request was due to debt	I suggest that we replace: 'Customer or the Registrant' with 'the Party requesting the De-energisation'.
	John Lawton	Section 3, Clause 7.3	Should the cross reference be to Clause 15.3?	For discussion
	John Lawton	Section 3, Clause 7.10 and 7.11	Location of Clause 7.10 and 7.11. Should these be added into Clause 9? They seem to follow on from Clause 9.3. Clause 7 is customer's equipment, yet Clause 7.10 is about both parties equipment which fits better under Clause 9.	For discussion

	John Lawton	Section 3, Clause 7.11	Clause 7.10 covers off either party being liable, whereas Clause 7.11 is one way. Is this clause necessary since damage is covered off by Clause 15.2	For discussion
	John Lawton	Section 3, Clause 7.11	If agreed that it is still required the last part of this sentence should be deleted. The value of such a liability is stated in Clause 15.2.	For discussion
	John Lawton	Section 3, Clause 8.1	There is a superfluous 'in' contained within the bracketed statement.	Remove so the brackets read: (including the connecting any metering to the metering equipment)
	John Lawton	Section 3, Clause 9.2	Why do we state 'the full amount' when we have a limitation of liability clause.	Consider deleting 'the full amount' and replace with 'for' or cross reference to Clause 15.2.
	John Lawton	Section 3, Clause 11.1	Should this clause also cover unobstructed vehicle access as well?	For discussion
	John Lawton	Section 3, Clause 11.1	Under the definition of 'Company's Equipment' I have suggested that it includes 'Metering Equipment'. If this is accepted, 'Metering Equipment' should be removed from this clause.	For discussion
	John Lawton	Section 3, Clause 11.1	Why do we mention 'reading meters'? If this is related to 'monitoring equipment' (see Clause 8.2) we should include in here: 'the installation of and removal of monitoring equipment' so that the two are tied together.	For discussion
	John Lawton	Section 3, Clause 11.2	Should this clause also cover unobstructed vehicle access as well	For discussion
	John Lawton	Section 3, Para 12.7	This assumes that there has been a variation. It may well be the first request from the time of connection. Should this then be the date of the agreement or the date of Energisation?	Suggest we add in: '.....shall only take effect twelve months from the [date of Energisation / date of this Agreement] or the last variation.
	John Lawton	Section 3, Clause 23	We should consider updating this section.	For discussion, below is the

				<p>DCUSA clause covering this area.</p> <p>Save as provided in Clause 30.5, Clause 59.1 and Schedule 8, any notice, request or other communication to be made by one Party to another Party under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by first class post, courier, fax or email to that other Party at the address specified for such purpose in that Party's Party Details.</p>
	John Lawton	Section 3, supply characteristics	<p>We have two further instances in our distribution area.</p> <p>Split single phase connections (230/460 volts)</p> <p>And</p> <p>Two phase connections (230/400 volts)</p>	For additional bullet points
	John Lawton	Section 3, supply characteristics	We start with volts and end with kV. 'kV' is not a defined term. Either add it to the defined terms or put each value in full i.e. 66kV is 66,000 volts.	For discussion.
	Tim Hughes	Section 3. Clause 19.3.	<p>This clause relates to termination for breach or financial difficulty.</p> <p>The "boilerplate" terms included a provision for termination in the event the Customer failed to pay any amount properly due or owing. This seems to be missing and we feel it should be reintroduced, especially in relation to Clause 17 relating to Payment.</p>	<p>Include new Clause 19.3.3:</p> <p>"19.9.3 the Customer fails to pay (other than by inadvertent error in funds transmission</p>

				which is discovered by the Company, notified to the Customer and corrected within two Working Days thereafter) any amount properly due or owing from it pursuant to the terms of this Agreement and such default is unremedied at the expiry of the period of seven Working Days immediately following receipt by the Customer of written notice from the Company of such non-payment."
	Tim Hughes	Section 3. Clause 22.	<p>This Clause relates to variations.</p> <p>The proposed clauses do not seem to allow for any proposal to vary either the NTC's or the site specific part of the connection agreement. Neither does it stipulate that any variation must be agreed in writing.</p> <p>Is the purpose of Clause 22.2 to provide that if parties should agree a local change to the NTC's then they are no longer considered as NTC's but as a separate connection agreement.</p> <p>Similarly, if a variation is required to the site specific element then the a separate "variation clause" is required in that part of the connection agreement?</p>	<p>Include new Clause22.3:</p> <p>"Either Party shall at any time be entitled to propose variations to this Agreement by notice in writing to the other Party. The Company and the Customer shall negotiate in good faith the terms of any such variation, but if a variation to the Agreement has not been agreed</p>

				and put into effect within one month after it has been proposed, either Party shall be entitled to refer the matter to the Authority. The Parties shall give effect to the determination of the Authority and shall enter into any agreement supplemental to this Agreement as shall be necessary to give effect to any variation agreed or so determined."
	Tim Hughes	Section 3. Clause 24.5	Does English law apply in Wales also?	Amend 24.5: "This Agreement will be governed by and interpreted in accordance with the law of England and Wales, under the jurisdiction of the English, Welsh and Scottish courts.
	Chris Allanson	Section 3 clause 8.7 (generation equipment on unmetered)	We are aware of the possibility of small scale DG being fitted to street furniture in the form of photovoltaic cells (and possibly micro turbines). So we believe it is worth including this aspect.	
	Angus Rae	Schedule 2B Section 4 Clause 12.2	We do not believe that the Customer should have a right to enter DNO premises without prior approval and appointment and should not be permitted to carry out work upon the distribution System for safety reasons. We propose that Clause 12.2 should be deleted entirely.	
	Angus Rae	Schedule 2B Section 4	See our comments under Schedule 2B Section 3 Clause 12.1 – same comments apply.	

		Clause 13.1		
	Angus Rae	Schedule 2B Section 4 Clause 25.5	See our comments under Schedule 2B Section 2 Clause 16 – same comments apply.	
	John Hill	Section 4 Definitions in	Detailed Inventory - reference is made to Clause 26 though the document only goes up to Clause 25.	Should this be reference to Clause 7 instead?
	John Hill	Section 4 Clause 7.13	Reference is made to adjusting the Summary Inventory to account for rerating of equipment's consumption.	<p>We believe that this should be Estimated Annual Consumption or Half Hourly Consumption Data calculated by the Meter Administrator.</p> <p>Unmetered Supplies that are traded on a Half Hourly basis the Meter Administrator will use the new equipment rating within the Pseudo Meter to calculate adjusted half hourly consumption data and such data from the Pseudo Meter will then go into the settlements system via the Half Hourly Data Collector.</p> <p>With regards to Unmetered Supplies that are traded on a Non Half Hourly basis</p>

				the UMSO will use the revised rating in the EAC (Estimate of Annual Consumption) calculation. The revised EAC will be shown on the Unmetered Supplies Certificate and the revised EAC will be sent to the Non Half Hourly Data Collector to be used in settlements.
	John Hill	Section 4. Clause 7.5	There is reference to the Customer supplying a Summary Inventory,	The Unmetered Supplies Procedure prescribes that the Summary Inventory shall be prepared by the UMSO from the Customer's Detailed Inventory.
	John Hill	Section 4. Clause 7.1	In this clause part of the requirements of a Detailed Inventory are specified, but it is not complete.	A standard format is defined in the Unmetered Supplies Procedure and it may be better to merely state that the Detailed Inventory should include the detail specified in the Unmetered Supplies Procedure for a Detailed

				Inventory. The Procedure does provide for alternative formats to be agreed, but the above ought to be the default position.
	John Hill	Section 4. Clause 8.7	These clauses refer to Generating Equipment being connected to Unmetered Connections, which is not appropriate.	Whilst there have been proposals in the past for Small Scale Generating Equipment export being treated as unmetered supplies, if this was ever introduced it would be more likely to apply to customers who take their supply under Section 2. The only reference to Generating Equipment in Section 4 should be a prohibition on its use.
	John Lawton	Section 4, Detailed Inventory	The cross reference is incorrect. We decided to relocate Clause 26 under Clause 7.	Replace 'Clause 26', with 'Clause 7'.
	John Lawton	Section 4 Material Effect	Why is this just in Section 3?	For discussion.
	John Lawton	Section 4, MEC and MIC	We need to be consistent. MEC has 'into' in bold, whereas MIC has 'from' not in bold. Both being used to determine the flow of electricity.	Unbold 'into'.
	John Lawton	Section 4, Monitoring Equipment	We have Monitoring Equipment in lower case in Section 3. Is there any reason why (although the definition may need to be slightly different for Section 3)?	For discussion
	John Lawton	Section 4, Clause 2.3	I don't think that this is can occur for unmetered supplies.	For discussion
	John Lawton	Section 4, Clause 4.2	Should we consider linking this clause to Clause 24 – notices	For discussion

	John Lawton	Section 4, Clause 5.6.4	The cross reference to Clause 13.2 is incorrect. This refers to our obligation to provide a MIC and MEC.	This cross reference should refer to Clause 13.3 where the customer exceeds the MIC or MEC.
	John Lawton	Section 4, Clause 5.6.6	The cross reference to Clause 8.4 is incorrect.	This cross reference should refer to Clause 8.5.
	John Lawton	Section 4, Clause 5.8	This clause is misleading. We would expect to only Re-energise at the request of the party who requested the De-energisation. As this is written we could Re-energise at the request of the Customer where the Registrant requested the De-energisation. Such an action would be frowned upon if the de-energisation request was due to debt	I suggest that we replace: 'Customer or the Registrant' with 'the Party requesting the De-energisation'.
	John Lawton	Section 4, Clause 8.3	Should the cross reference be to Clause 16.3?	For discussion
	John Lawton	Section 4, Clause 8.13 and 8.14	Location of Clause 8.13 and 8.14. Should these be added into Clause 10? They seem to follow on from Clause 10.3. Clause 8 is customer's equipment, yet Clause 8.13 is about both parties equipment which fits better under Clause 10.	For discussion
	John Lawton	Section 4, Clause 8.14	Clause 8.13 covers off either party being liable, whereas Clause 8.14 is one way. Is this clause necessary since damage is covered off by Clause 16.2	For discussion
	John Lawton	Section 4, Clause 8.14	If agreed that it is still required the last part of this sentence should be deleted. The value of such a liability is stated in Clause 16.2.	For discussion
	John Lawton	Section 4, Para 9.1	This may need changing subject to my comment made earlier re the definition of 'Company's Equipment'. If 'Monitoring Equipment' forms part of 'Customer's Equipment' there is no need to mention it	Amend if necessary based on earlier decision.
	John Lawton	Section 4, Clause 9.2	Subject to the comment above, if Monitoring Equipment is deleted from Clause 9.1 then delete 'such' on the first line of this clause.	As per the comment.
	John Lawton	Section 4, Clause 12.1	Should this clause also cover unobstructed vehicle access as well	For discussion
	John Lawton	Section 4, Clause 12.1	Under the definition of 'Company's Equipment' I have suggested that it includes 'Monitoring Equipment'. If this is accepted, 'Monitoring Equipment' should be removed from this clause.	For discussion
	John Lawton	Section 4, Clause 12.2	Should this clause also cover unobstructed vehicle access as well	For discussion

	John Lawton	Section 4, Clause 12.2	Why would the customer be reading meters on Unmetered sites?	For discussion
	John Lawton	Section 4, Para 13.7	<p>This assumes that there has been a variation. It may well be the first request from the time of connection.</p> <p>Should this then be the date of the agreement or the date of Energisation?</p>	<p>Suggest we add in:</p> <p>'.....shall only take effect twelve months from the [date of Energisation / date of this Agreement] or the last variation.</p>
	John Lawton	Section 4, Clause 24	We should consider updating this section.	<p>For discussion, below is the DCUSA clause covering this area.</p> <p>"Save as provided in Clause 30.5, Clause 59.1 and Schedule 8, any notice, request or other communication to be made by one Party to another Party under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by first class post, courier, fax or email to that other Party at the address specified for such purpose in that Party's Party Details."</p>
	John	Section 4, supply	We have two further instances in our distribution area.	For additional

	Lawton	characteristics	Split single phase connections (230/460 volts) And Two phase connections (230/400 volts)	bullet points
	John Lawton	Section 4, supply characteristics	We start with volts and end with kV. 'kV' is not a defined term. Either add it to the defined terms or put each value in full i.e. 6.6kV is 6,600 volts.	For discussion.
	Angus Rae	Schedule 2B Section 4 General	We do not believe that it is appropriate for exporting generation connections to be unmetered. Alternative metered terms should apply.	
	Angus Rae	Schedule 2B Section 4 Definitions	As the DNO is entitled to use a bespoke connection agreement as set out in Schedule 2C, this should be defined. Suggested change to the definition of "Agreement" is submitted.	The definition of Agreement should be amended to read: "Agreement" means the terms and conditions of sections 1 and 4 of the National Terms of Connection and any bespoke agreement which the Customer has agreed with the Company to accept in respect of the Connection Points.
	Angus Rae	Schedule 2B Section 4 Definitions	If the right to export from an unmetered connection is removed as suggested above, the definition of "Maximum Export Capacity" should be deleted.	
	Angus Rae	Schedule 2B Section 4 Definitions	If the right to export from an unmetered connection is removed as suggested above, the definition of "Small Scale Generating Equipment" should be deleted.	
	Angus Rae	Schedule 2B Section 4 Clause 4.1.6	If the right to export from an unmetered connection is removed as suggested above, this clause should be deleted.	
	Angus Rae	Schedule 2B Section 4 Clause 8.7	If the right to export from an unmetered connection is removed as suggested above, this clause should be deleted.	
	Angus Rae	Schedule 2B Section 4	This clause should be amended to delete the reference to Clause 8.7, if Clause 8.7 is deleted.	

		Clause 8.8		
	Angus Rae	Schedule 2B Section 4 Clause 12.1	We believe that this clause should be slightly amended to ensure that it is correctly interpreted as intended.	We suggest that Clause 12.1 is amended to read: "The Customer shall procure that the Company (and its employees, agents, subcontractors and/or invitees) shall at all times be given safe and unobstructed access to enter the Property at convenient times (except in the case of emergency in which circumstance access is permitted at any time) and upon reasonable notice (except in the case of emergency and reading of meters in which circumstances no such notice is required) for the purpose of....."
	Angus Rae	Schedule 2B Section 4 Definitions	If the right to export from an unmetered connection is removed as suggested above, the definition of "Connect" – see suggested text opposite.	We suggest that the definition of Connect be amended to read as follows: "Connect" means the installation of the Connection Equipment in such a way that (subject to

				energisation) the Customer may import electricity to the Customer's Installation over the Distribution System at the Connection Point".
	Tom Chevalier.	Section 4. Definitions and Interpretations. 1.1 Agreed codes.	Delete "Categories of Unmetered Apparatus Codes (Known as)"	
	Tom Chevalier.	Section 4. Definitions and Interpretations. 1.1. Authorised Persons.	Delete from the text. "Approved software. Means the computer programmes known as LAMP and FLARE and such other software as may be approved under the Unmetered Supplies Procedure for the purpose of producing half-hourly consumption figures from the information specified in the Summary Inventory."	
	Tom Chevalier.	Section 4. Definitions and Interpretations. Company's equipment.	Comments regarding "switchgear metering." 'Metering' to be deleted from text. This section is unmetered and even if there is metering equipment it is not necessarily owned by the company.	
	Tom Chevalier.	Section 4. Definitions and Interpretations. Connection point.	Connection points, de-energisation, etc. – need to ensure that definition is clear to allow for individual connection points to be connected, disconnected, de-energised and energised without affecting the whole MPAN. It is a regular occurrence to change the individual connection points and these are captured in the next detailed inventory submission. It is only where every connection point is disconnected or de-energised that the MPAN can have that status.	
	Tom Chevalier.	Section 4. Definitions and Interpretations. Detailed Inventory.	Delete "Clause 26" from the text.	
	Tom Chevalier.	Section 4. Definitions and Interpretations. Non-Geographic Inventory.	Regarding " Non-Geographic Inventory " means a Detailed Inventory of the Customer's. Installation which does not contain the geographic information specified in Clause 7.1.1" Ten years on this seems unnecessary – I would suggest removal, together with associated references.	
	Tom Chevalier.	Section 4. Definitions and	Regarding " Small-Scale Generating Equipment " means one or more items of Generating Equipment that have an aggregate rating of no greater than 16 amps per phase connected	

		Interpretations. Small-Scale Generating Equipment.	at low voltage;" Do we anticipate unmetered generation? Nothing in the BSC unmetered processes allow for export generation, would suggest all export/generation references are removed from the unmetered section	
	Tom Chevalier.	Section 4. Definitions and Interpretations. Summary Inventory.	Delete "type and rating" from the text.	
	Tom Chevalier.	Section 4. Definitions and Interpretations. Summary Inventory.	Delete "or otherwise provided by the customer" from the text.	
	Tom Chevalier.	Section 4. The Customer's right to be (and remain) energised. 4.1.3.	Delete "Summary" from the text.	
	Tim Hughes	Section 4. Definitions.	We believe at least 3 LDSO's now use Lailoken software AND so propose adding it to list provided within the definition.	Amend definition: "Approved Software" means the computer programmes known as LAILOKEN , LAMP and FLARE and such other software as may be approved under the Unmetered Supplies Procedure for the purpose of producing half-hourly consumption figures from the

				information specified in the Summary Inventory;
	Tim Hughes	Section 4. Clause 7. Information.	<p>General comment.</p> <p>WPD will accept a lower level of information than that detailed under Clause 7, especially when dealing with smaller inventories provided by Developers and Parish Councils.</p> <p>Elexon's Unmetered Operational Information Document section 4 page 19 (copy attached) states what information should be provided as a minimum and that which may be provided "when available".</p> <p>It may be best to let individual LDSO's dictate the level of information they require from the customer in accordance with Elexon's directive</p>	
	Tim Hughes	Section 4. Clause 7.1.1	WPD do not currently request grid references from NHH smaller customers. It can be difficult to obtain this information and we would question whether it required for a small inventory.	<p>Amend Clause 7.1:</p> <p><u>"Unless otherwise agreed by the Company, the</u> Customer shall provide, to the Company, the following information (the "Detailed Inventory") set out separately for each Item:....."</p>
	Tim Hughes	Section 4. Clause 7.2	<p>WPD area inventories for lighting on new developments which are yet to be adopted by Highway Authorities do not normally have full geographical descriptions and it could be argued that these are in summary format.</p> <p>For Example:</p> <p>XXXXXX Developer XXXXXXXX Development 15 x 70 watt lamps controlled by Electronic Photocell</p> <p>This is sufficient information to generate an EAC and it is not until the lighting is adopted by the Highway Authority that a full geographical inventory is provided.</p>	<p>Amend Clause 7.2:</p> <p>Where the Customer is only able to provide a Non-Geographic Inventory of the Customer's Installation, <u>it shall be at the</u></p>

				<p><u>Company's discretion whether</u> the Customer shall not be entitled to receive Unmetered Supplies at the Customer's Installation unless the Customer's Installation was receiving Unmetered Supplies on 1 April 1998 <i>via</i> the Distribution System.</p>
	Tim Hughes	Section 4. Clause 7.3.1	In order for the LDSO to receive more meaningful information from the customer in a timely manner and to accurately monitor the level of unmetered connections the customer should provide details in a form that allows the LDSO to identify any additions, deletion or amendments to the inventory.	<p>Amend Clause 7.3:</p> <p>"The Customer shall, on such dates and at such frequency as is reasonably specified and varied from time to time by the Company;</p> <p>7.3.1 provide to the Company <u>details of changes to</u> the Detailed Inventory for Profile Traded Items <u>when they occur</u>, including additions, deletions or amendments <u>and provide a full to</u> the Detailed Inventory <u>to the Company</u> not less than once per</p>

				calendar year (due by the anniversary date of this Agreement unless such other submission dates and frequency of submission are specified by the Company); and/or"
	Tim Hughes	Section 4. Clause 7.6	<p>WPD may not wish to charge it's customers for a summary inventory which is automatically produced as an attachment to our Unmetered Supplies Certificate which we have to provide to the customer on a change of EAC.</p> <p>We suggest that to include the cost of invoicing and processing payment would make this an unreasonable cost to the customer. We would like to see the charge made optional for those who wish to charge.</p>	<p>Amend Clause 7.6:</p> <p>"In respect of Unmetered Supplies that are to be subject to Profiled Trading:</p> <p>7.6.1 if the Customer request a copy of the revised Summary Inventory, the Company will, following payment of its costs for its provision, provide a copy of it to the Customer within 14 days. <u>The Company reserves the right to make a reasonable charge for providing this information;</u> and</p> <p>7.6.2 the Company shall comply with the Unmetered Supplies</p>

				Procedure regarding any change to the Estimated Annual Consumption relating to the Connection Point."
	Paul Hart	Section 4. Clause 7.1.2 (C)	CHANGE: Should refer to "PECU" and not "PECU Array". Latter is used by Meter Administrator.	
	Paul Hart	Section 4 Clause 7.6.1	CHANGE: "requests" rather than "request"	
	Paul Hart	Section 4, Clause 7.12	CHANGE: "Summary" rather than "Summery"	
	Tom Chevalier	Section 4 Clause 7. Information. 7.1.3. (Page 57.)	Regarding "Trading: which method of trading (half-hourly trading or profiled trading is required for the item. And." The trading is determined at the establishment of the MPAN, and is not going to change	

			without some specific trigger.	
	Tom Chevalier.	Section 4. Clause 7. Information. 7.1.4. (Page 57.)	<p>Comments regarding "Remote Connection Point: whether the Connection Point is remote from the Item or groups of Items connected to the Connection Point, and if so the Connection Point location."</p> <p>Would suggest detailing this and referring to the Unmetered Supplies Procedure. In the Operational Information document</p> <p>http://www.elexon.co.uk/documents/Participating_in_the_Market/Unmetered_Supplies_-_Operational_Information/Unmetered_Supplies_Operational_Information_v7.0.pdf</p> <p>Section 4 is a much better definition of the information required. The text allows for the UMSO/Company to agree a different format, but this is the 'standard', and can change over time.</p> <p>http://www.elexon.co.uk/participating/unmeteredSupplies.aspx</p>	
	Tom Chevalier.	Section 4 Clause 7. Information. 7.2. (Page 57.)	<p>"Where the Customer is only able to provide a Non-Geographic Inventory of the Customer's Installation, the Customer shall not be entitled to receive Unmetered Supplies at the Customer's Installation unless the Customer's Installation was receiving Unmetered Supplies on 1 April 1998 <i>via</i> the Distribution System."</p> <p>Ten years on this seems unnecessary – I would suggest removal, together with associated references</p>	
	Tom Chevalier.	Section 4 Clause 7. Information. 7.3.1 (Page 57.)	<p>Regarding "Once per calendar year"</p> <p>Is this frequent enough – annually may be appropriate for a parish council with 5 lamps, but some NHH customers are larger and quarterly submissions may be more appropriate.</p>	
	Tom Chevalier.	Section 7. Information. 7.4. (Page 58.)	<p>Comments regarding "the Summary Inventory shall be deemed to be amended accordingly from the date the Company notifies the Customer that such additions, deletions and amendments are agreed"</p> <p>Or from when the changes were submitted to the Company?</p>	
	Tom Chevalier.	Section 4, Clause 7. Information. 7.5. (Page 58.)	<p>Regarding "In accordance with the timescales defined in the Unmetered Supplies Procedure."</p> <p>The Summary Inventory is prepared by the Company based on the Detailed Inventory, not</p>	

			the Customer.	
	Tom Chevalier.	Section 4, Clause 7. Information. 7.5. (Page 58.)	Delete. "Within 14 days of the commencement of this agreement." from text.	
	Tom Chevalier.	Section 4, Clause 7. Information. 7.5. (Page 58.)	Delete "(or such later date of receipt of a copy of the Summary Inventory from the Customer.)" from text. The company shall notify the meter administrator of any revision to the Summary inventory as soon as reasonably practicable following any amendment to the summary inventory.	
	Tom Chevalier.	Section 4, clause 7. Information. 7.8.1. (Page 59.)	Delete "forty eight hours." From the text. 10 days may be more reasonable.	
	Tom Chevalier.	Section 4 clause 7. Information. 7.8.1. (Page 59.)	Regarding "Equivalent meters." Delete "Approved Software." From text.	
	Tom Chevalier.	Section 4 clause 7. Information. 7.11. (Page 60.)	Delete form text. "Where the meter administrator is not the Company, the customer shall procure that the meter administrator shall comply with the provision of this clause 7.11 as if it were the customer." Not clear why this is included – the MA is already subject tot he disclosure rules in the BSC, and the Company see the HH data being produced.	
	Tom Chevalier.	Section 4 clause 7. Information. 7.13. (Page 60.)	Regarding "Summary Inventory by an amount equal to the difference between the electricity consumed by that Item" Not sure what this is trying to say – the Summary Inventory does not include the wattages – the charge codes determine the wattages which may be redefined by Elexon, this would not impact the Summary Inventory, but would impact the calculation.	
	Tom Chevalier.	Section 4 clause 7. Information. 7.14. (Page 61.)	Replace text with. "Arrays are required, the requisite number and location(s) of the PECU Array(s) will be determined in accordance with the Unmetered Supplies Procedure." Could probably improve the wording!	

	Tom Chevalier.	Section 4, clause 8. The Customers installation and equipment. Unmetered Supplies. 8.11.1. (Page 62.)	Delete "And the summary inventory." From text. Customers only provide the Detailed inventory; the Company/UMSO provides the summary.	
	Tom Chevalier.	Section 4, clause. The Customers installation and equipment. Unmetered Supplies. 8.11.1. (Page 62.)	Regarding the text "Within five working days." Not sure how this interacts with the monthly/annual updates as unmetered equipment is going to be connected/disconnected from the distribution system on an almost daily basis for most large lighting authorities	
	Tom Chevalier.	10 Plant And Apparatus. 10.4. (Page 64.)	Regarding "Control Equipment owned by the Company," Not sure if there is much, if any, of this Control Equipment left – could be removed if Distributors confirmed that it has all been removed over the last x years.	
	Tom Chevalier.	11. Property rights and accommodation. (Page 65.)	Delete "where the meter administrator requires the removal of a photo electric cell unit from a customer installation for use in a PECU array, the Customer shall (at no cost to the company) replace such a photo electric cell unit." This is not relevant to the agreement – probably a 'hang over' from when the Company also acted as MA, but MA role has been competitive for 10 years now.	
	Tom Chevalier.	12 Right of access. 12.2 (Page 67.)	Delete the text "And reading of meters."	
	John Lawton	Schedule 2C, Para 2	A reference to Section 1 of the NTC is missing from this paragraph	Please add as suggested
	John Lawton	Schedule 2C, Para 4	[TBC] – Is the intention that this is self populated by the DNO/IDNO or by the working group?	For discussion
	John Lawton	Schedule 2C, Para 8	[TBC] – Is the intention that this is self populated by the DNO/IDNO or by the working group?	For discussion
	John Lawton	Schedule 2C, signed by	We should include 'Job title' for each signatory	Please add as suggested
	John Lawton	Schedule 2C. appendix 1, Para 2	Address – the square brackets just need aligning with the rest of the square brackets below it.	As per the comment
	John Lawton	Schedule 2C. appendix 1, Para 2	Commencement date – 'date' needs aligning under 'commencement'	As per the comment
	Tom	25 General. For	Delete text. "At a nominal alternating voltage equal to or greater than 100 volts but not	

	Chevalier.	information supply characteristics. (Page 81.)	exceeding 132,000 volts: normally a three phase supply, with a permitted range of voltage variation from plus 6% to minus 6%. For the avoidance of doubt this range includes not exhaustively connection points with a nominal alternating voltage of 3.3kV, 6.6kV and 11kV." Would not expect unmetered supplies above 230/400 volts.	
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