


DCUSA DCP 033 Consultation Responses – Collated Comments


| Question One | Do you understand the intent of the change Proposal and the potential impact on your organisation? |
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| Central Networks | Central Networks fully understands the intent of the proposal and also its potential impact. |
| EDF Energy Networks | Yes. The review will bring transparency of terms to all customers while at the same time creating a more robust position for network owners. |
| Electricity North West Limited | Yes. We will need to consider the lead time associated with the implementation date since business processes will need to change. |
| Electricity Networks Company | - |
| Npower | We understand the intent of the Change Proposal, and believe that the proposal will enhance our customers' understanding of the Connection Agreement. |
| ScottishPower Energy Retail | ScottishPower Energy Retail Ltd only has 1 question and as such I have not completed the consultation form. We understand the reasoning behind the change, however it is unclear what if any impact there will be on suppliers. At the moment as a supplier, we refer to "Standard Terms on Connection" in all supply agreements and we do not expect this to change. The CP does not state if any changes would be required. If they are amendments this would be another example of an administrative, and costly, change suppliers have to carry out on behalf of distributors with no means of recouping the costs. |
| SSE Distribution | Yes |
| Scottish & Southern Energy | Yes, however - What timescales are being suggested for these changes/agreement? We would be unable to apply these changes retrospectively. |
| SP Energy Networks | Yes |
| Western Power Distribution | Yes |

| Question Two | Do you consider that the Change Proposal will either better facilitate or be detrimental to any of the DCUSA Objectives |
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| Central Networks | <p>Central Networks considers the Change Proposal will better facilitate the relevant DCUSA objectives subject to the changes suggested herein.</p> <p>Objective 3.1.2 – The connection terms will be both consistent and transparent across DNO's and IDNO's and thus be more likely 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 Energy 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 conclude that work.</p> |
| Electricity North West | We believe that DCUSA objective 3.1.3 is better facilitated because |

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| Electricity Networks Company | - |
| Npower Ltd | <p>We believe that the Change Proposal will better facilitate DCUSA Objective 3.1.4</p> <p>The revised Connection Agreement is a clearer and more “user-friendly” document which we believe customers will be able to understand more easily than the current drafting. This in turn should lead to fewer queries being made by customers regarding the Connection Agreement, which will have the effect of improving efficiency in the implementation and administration of this Agreement. Further consideration needs to be given to the presentation of these new terms on the website, to provide additional clarity.</p> |
| SSE Distribution | In particular, 3.1.4 applies as the proposals should assist customers to readily obtain the relevant terms for connection applicable to their premises. |
| Scottish & Southern Energy | Object 3.1.3 ought to better facilitated, whereas for 3.1.1, 3.1.2 and 3.1.4 we see no benefit either way. |
| SP Energy Networks | <p>We consider this Change Proposal better facilitates DCUSA Objectives 3.1.1 and 3.1.3. Expanding the existing National Terms of Connection to include those customers currently served by DNO’s site-specific bilateral agreements will unquestionably reduce the resources devoted by DNOs in negotiating, maintaining and up-dating these bilateral agreements on a site-by-site basis. The expansion of the National Terms will also help clarify the respective obligations of the parties involved through the introduction of what is anticipated to be a clearer, more consistent framework applied across all connected parties.</p> |
| Western Power Distribution | <p>The Change Proposal will better facilitate Objectives 3.1.2.</p> <p>3.1.2 is better facilitated because expanding the National Terms for Connections to cover all categories of customer, who require an electricity connection to a distribution system, will provide a greater level of transparency/visibility of information. Competition in connections will be better facilitated as customers, or competitors acting on their behalves, will be aware of a DNO’s general terms for connection in advance and that the terms will not vary from DNO to DNO.</p> |

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| Question 3 | Are there any alternative solutions that the Working Group should consider? Please provide as much detail as possible to assist the Working Group's understanding and indicate how any alternatives would better facilitate the DCUSA Objectives. |
| Central Networks | No – we believe this to be the most efficient way of putting in place a set of connection terms. |
| EDF Energy Networks | See our proposals submission, attached separately  DCP 033 Consultation Submission_v |
| Electricity North West Limited | Objective 2 is better facilitated because the connection terms will provide greater visibility and commonality to all customers connected to the distribution network. 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. This resulted in this requirement being captured within Schedule 12 of DCUSA at the time of accession. It should also reduce the time and effort in managing new agreements since the terms will be very specific to each connection with the generic terms held within the national terms. Objective 4 is probably negative in this area in that there is an impact associated with the upkeep of DCUSA as a consequence of its inclusion. A counter argument is that it was always envisaged that this would be the case. |
| Electricity Networks Company | We believe that further significant work is required before parties can undertake a proper evaluation and decide whether to formally submit an alternative proposal. However, based on what has been submitted, we believe there are a number of alternative solutions. We believe the approach adopted by the working group is fundamentally flawed. The National Terms of Connection have been in place through the DCUSA, and prior to that through the Standard Connection Agreement. We believe the correct approach would have |

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| | been to take these existing terms and determine what additional terms are required for larger sized connection. |
| Npower | No |
| SSE Distribution | None proposed. |
| Scottish & Southern Energy | No |
| SP Energy Networks | <p>SP currently utilises an expanded version of the national terms of connection, which we apply solely to LV G59 generator connections. We continue to consider the use of this template to be preferable (for these types of connections).</p> <p>A copy of this is attached for the Working Group's consideration.</p> <div data-bbox="693 673 762 740" data-label="Image"> </div> <p>G59 Connection Agreement.doc</p> |
| Western Power Distribution | No |
| Question 4 | Do you consider that the drafting is fit for purpose? If not, please clearly state any changes required. |
| Central Networks | Central Network believes that the drafting is fit for purpose. |
| EDF Energy Networks | See our proposals submission, attached separately |
| Electricity North West Limited | Await feedback from internal review. I am too close to this to respond since I would say yes because I have developed it |
| Electricity Networks Company | We do not believe that the drafting is fit for purpose. The proposal fails to recognise the context that these terms will only be in place once the customer and has entered into a supply contract. This is different from the current arrangement for larger sized connections where the customer enters into a standalone connection agreement with the customer without |

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| | <p>involvement of the supplier.</p> <p>Our detailed comments are provided in the issues log. We have also provided an illustrative drafting of the type of agreement required. We believe that where a customer is subject to the terms in Section 2 then it will be appropriate in many circumstances for the customer to enter into a separate supplementary agreement to cover site specific arrangements. Such supplementary bilateral agreement could comprise a simple letter specifying the maximum capacity or, in respect of larger sized connections could cover operational arrangements and other site specific arrangements.</p> <p> GTC Proposed Drafting</p> |
| Npower | We believe that there are a number of drafting changes that are required and the detail regarding these is provided in the attached Appendix C. |
| SSE Distribution | Suggested changes and/or additions are listed under our Appendix C response. There is also a need for a full review of the drafting to remove typos, inconsistencies in references, etc. |
| Scottish & Southern Energy | Please see below our response to language used/intended audience. |
| SP Energy Networks | The Working Group has used the current SP template connection agreement as the starting point for the development of the National Terms of Connection. We welcome this and are generally comfortable with the progress being made to date. Detailed comments have been provided on the draft CT connection agreement, which we trust will be of assistance in the Working Group's discussions. |
| Western Power Distribution | The drafting is fit for purpose, excepting as indicated, that it still needs to be satisfactorily formatted and presented for legal review. |
| Question 5 | Please detail any omissions from the proposed drafting. |
| Central Networks | None. |

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| EDF Energy Networks | See our proposals submission, attached separately |
| Electricity North West Limited | Await feedback from internal review. I am too close to this to respond since I would say no because I have developed it |
| Electricity Networks Company | We believe the drafting of section 2 is unnecessary complicated and overstated. Please see our detailed comments on the proposed drafting. |
| Npower Ltd | Please see response above. |
| SSE Distribution | Suggested changes and/or additions are listed under our Appendix C response. |
| Scottish & Southern Energy | - |
| SP Energy Networks | Please refer to the detailed drafting comments. |
| Western Power Distribution | None |
| Question 6 | Please detail any areas included in the drafting which you believe are unnecessary. |
| Central Networks | None. |
| EDF Energy Networks | None |
| Electricity North West Limited | Await feedback from internal review. |
| Electricity Networks Company | Please see our detailed comments on the proposed drafting. |
| Npower | Our impact assessment has not identified any areas that we believe are unnecessary. |
| SSE Distribution | None identified. |
| Scottish & Southern Energy | - |
| SP Energy Networks | Please refer to the detailed drafting comments. |
| Western Power Distribution | None |

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| Question 7 | Do you consider that the structure and layout of the document is appropriate and is easy to follow? If not, please clearly state any changes required |
| Central Networks | Central Networks believes that the structure and layout is appropriate and easy to follow. |
| EDF Energy Networks | The structure of the document is clear and recognises that different terms and style are appropriate for different categories of connection/customer. |
| Electricity North West Limited | Please see Appendix C response. |
| Electricity Networks Company | No. Please see our detailed comments on the proposed drafting. |
| Npower Ltd | We believe that the structure and layout of the document is appropriate and are also of the opinion that it is easier to follow than the current drafting and should be clearer for customers. |
| SSE Distribution | The document structure and layout makes sense but it is now a very large document for universal application. As such, it may not be particularly easy for non-industry parties to follow. |
| Scottish & Southern Energy | It may not be particularly easy for non-industry parties to follow. Our concern is that they are not clear enough and as a Supplier we would be concerned that they would open our supply agreements to legal challenge. |
| SP Energy Networks | Please refer to the detailed drafting comments. |
| Western Power Distribution | Yes |
| Question 8 | Do you consider that the language used is appropriate for intended audience? If not, please clearly state any changes required. |
| Central Networks | Central Networks believes that the language is appropriate for the intended audience. |
| EDF Energy Networks | The language used is that used by the distributors currently. Customers occasionally phone us seeking clarification or understanding of the terms that we offer them and we do this. The national terms website already holds phone numbers of the distributors so will enable such enquiries to continue to be made if necessary. |

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| Electricity North West Limited | Await feedback from internal review. |
| Electricity Networks Company | No. Please see our detailed comments on the proposed drafting. |
| Npower Ltd | As a general rule we believe that the language that has been used should enable customers to identify which section of the document is applicable to them. The terminology that has been used within each section is then tailored to the applicable customer group, for example very little technical language has been used in the Section applicable to domestic customers, and we believe that this is an appropriate drafting for the intended audiences. We accept that where technical language has been used (eg in Section 2 & 3) that its usage is appropriate and unavoidable. |
| SSE Distribution | The language is broadly appropriate given the technical and legal content involved. |
| Scottish & Southern Energy | For SME customers – in the main they will have little or no technical background, therefore, they may find these 'changes' difficult to understand. We are concerned that customers will not understand which option is applicable to them. |
| SP Energy Networks | We consider the language used to be appropriate. We have identified some areas on which we consider further clarity is required. Please refer to the detailed drafting comments. |
| Western Power Distribution | Yes |
| Question 9 | How far should the terminology be consistent with Section 2A of the DCUSA? |
| Central Networks | The connection terms for CT metered and unmetered connections were developed by industry lawyers some years ago for bilateral contractual arrangements between a network operator and customers connected to its network. The DCUSA has been developed as a multilateral document and includes various industry parties. We therefore see no reason to change a set of connection terms that have been in use over a number of years to make them consistent with Section 2A of the DSCUSA. |
| EDF Energy Networks | There is no need for such alignment as, while it forms a schedule in DCUSA for change management purposes, it stands alone (on the website) for customers to read. Customers reading the terms will not generally have read DCUSA and so consistency in definition is not necessary. |

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| | The wording used in the connection terms should be fit for purpose to the connection terms. |
| Electricity North West Limited | The lawyers need to use the same terminology and definitions where appropriate that are already held within DCUSA. |
| Electricity Networks Company | The terminology should be consistent with section 2a AND with Section 1 connection terms |
| Npower Ltd | We do not believe that it is necessary for the terms to be consistent, as the terms within the Connection Agreement are for customers whereas Section 2A covers the relationship between suppliers and distributors. |
| SSE Distribution | The agreement is intended to be customer-facing rather than between industry parties, so there is presumably no specific requirement for absolute consistency of terminology with Section 2A of the DCUSA. |
| Scottish & Southern Energy | - |
| SP Energy Networks | Whilst not essential it is considered to be preferable to adopt consistent terminology where possible to minimise areas of potential conflict. |
| Western Power Distribution | As far as is reasonably possible so as not to cause confusion. |
| Question 10 | Are the proposed categories for Sections 1, 2, and 3 (Whole Current, C/T and Unmetered) appropriate and will they be clear to the Customer? |
| Central Networks | Central Networks believes that it would be more appropriate to categorize customers by voltage rather than Whole Current/CT metering as we rely upon the National Terms for Connection for all LV connections except for connections which have a dedicated substation but metered at LV or customers who have a generator and are metered at LV. We believe that such connection terms are more appropriate for customers connected at LV. |
| EDF Energy Networks | As far as possible, the categories for each section should be based on a physical characteristic that cannot be disputed. The more detailed terms contained in Section 2 of the draft originate from the Half Hourly market pre 1998 and are of the sort that were put in place with such customers at that time and continue to be put in place now. Similarly, the terms at Section 1 are of the type that tariff customers enjoyed prior to |

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| | <p>1998/2000.</p> <p>As the type of metering installed is outside of the distributor's control, and there will be a shift towards more half-hourly metering, a physical characteristic of the distribution system that more or less aligns to the old Half Hourly v. tariff customer split seems sensible, to ensure that the type of terms remains applicable to the correct customer group.</p> <p>Whole Current v. CT Metering seems a reasonable alignment to the existing types of customer terms based on a physical attribute.</p> |
| Electricity North West Limited | <p>There are many ways to deal with this as discussed within the working group. They all have their merits. We believe that we have made it as clear as possible based on the adopted approach.</p> |
| Electricity Networks Company | <p>No.</p> <p>Given the content of different sections, is the applicability of the categories reasonable? Are there circumstances where it would not be appropriate for customers with one type of metering to have the proposed terms apply (or not apply) to them?</p> <p>Given the significant issues we have with the drafting of section 2 we believe it is wholly inappropriate to introduce terms for section 3 at this stage. We believe it would be more appropriate to address unmetered supplies at a future date, if at all.</p> <p>Unmetered supplies represents a very small segment of the market. It would be sad if introduction of a section 2 was compromised/ delayed / rejected because of the unmetered section of the change</p> |
| Npower Ltd | <p>We believe that the proposed categories for Sections 1,2 and 3 (Whole Current, C/T and Unmetered) are appropriate, and in particular that the Examples that have been provided within Paragraph C (Page 1) will be helpful to the customer. We believe that there may be benefit in re-emphasising these "examples" at the start of each applicable section (eg re-emphasising Ci at the start of Section 1) to add further clarity.</p> <p>In addition, we wonder if there would be benefit in including with the drafting (in particular</p> |

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| | Section 2 and 3) some details as to the process that a customer would follow if they did not wish to accept these standard connection terms but wished to negotiate a separate bilateral agreement instead. |
| SSE Distribution | <p>The proposed categories seem to be appropriate from a DNO perspective but it is doubtful that most customers would necessarily understand which category applied to them without taking advice. However, this is likely to be the case regardless of whatever categories could be proposed and therefore these seem to be appropriate and reasonable.</p> <p>There may be a potential risk that for the terms to be binding and enforceable on customers, all customers must readily be able to tell which terms apply to them. It is suggested therefore that prompts are placed in the document to encourage customers to contact their particular DNO if they are in any doubt which terms are applicable to them. Advice from Wragges would be helpful on this point.</p> |
| Scottish & Southern Energy | Please see above our response to language used/intended audience. |
| SP Energy Networks | <p>We do not consider the proposed categories to be appropriate. SP currently operate the following category split:</p> <ul style="list-style-type: none"> • LV – National Terms • LV with G59 Generation – Expanded National Terms (as attached) • HV/EHV (demand) • HV/EHV with Generation • UMS <p>We consider these to be more appropriate both from the perspective of meeting the distributor's requirements and customer clarity.</p> |
| Western Power Distribution | The Sections are appropriate although it may not be clear to customers in all circumstances. |
| Question 11 | Given the content of different sections, is the applicability of the categories reasonable? |
| Central Networks | See our response to the previous question. |
| EDF Energy Networks | The applicability of the categories is broadly as it has been for the last 15 years. We believe they are appropriate and reasonable. |

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| Electricity North West Limited | We believe that the terms are appropriate once polished up by the lawyers. |
| Electricity Networks Company | - |
| Npower Ltd | We believe that the applicability of the categories is reasonable. Circumstances may exist where it would not be appropriate for customers with one type of metering to have the proposed terms applied to them, however would not the utilisation of a bilateral agreement cover such scenarios? |
| SSE Distribution | - |
| Scottish & Southern Energy | No |
| SP Energy Networks | - |
| Western Power Distribution | Yes |
| Question 11 | Are there circumstances where it would not be appropriate for customers with one type of metering to have the proposed terms apply (or not apply) to them? |
| Central Networks | - |
| EDF Energy Networks | - |
| Electricity North West Limited | - |
| Electricity Networks Company | - |
| Npower Ltd | - |
| SSE Distribution | - |
| Scottish & Southern Energy | - |
| SP Energy Networks | - |
| Western Power Distribution | No |

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| Question 12 | Section 2, Clause 3.3 requires the Customer to meet certain requirements if it is to generate electricity. Do the circumstances set out in the Clause cover all circumstances of generation? |
| Central Networks | Central Networks believes that there should be included a further section which captures customers who have a generator but is only used say for example for standby/top up purposes but on occasions it may export. In such cases the customer does not need to be licensed or exempt nor be party to any industry codes etc. |
| EDF Energy Networks | To the best of our knowledge. |
| Electricity North West Limited | Await feedback on this one, and populate accordingly. |
| Electricity Networks Company | The terms contained in section 2 only apply where a customer has entered into a contract with a party under section 2A of the DCUSA for the purchase of energy or for the supply of energy. Where the customer has not entered into purchase contract (e.g. a separate export MPAN does not exist) then the supplier will have not entered into any agreement for the exported energy. It should be considered whether, under the connection terms put in place through the supply contract, it is appropriate to require the customer to enter into a power purchase contract where it exports electricity onto the distribution system above a threshold level. |
| Npower Ltd | From a supply perspective we believe that the Clause is sufficient. |
| SSE Distribution | The requirement to comply with Engineering Recommendations, etc should be included in the Clause. |
| Scottish & Southern Energy | - |
| SP Energy Networks | In our view yes. |
| Western Power Distribution | Yes |
| Question 13 | Section 3, Clause 11.3.A states that the Customer shall “provide to the Company the Detailed Inventory for Profile Traded Items including additions, deletions or amendments to the Detailed Inventory not less than once per [Calendar Year]”. Do you consider that the proposed frequency is appropriate? |

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| Central Networks | We feel that the proposed frequency is appropriate. |
| EDF Energy Networks | We believe that a minimum frequency of once per year is appropriate. The Clause already allows for movement from this baseline and so allows a degree of flexibility. |
| Electricity North West Limited | This is too infrequent as to be meaningless. For Developers we request quarterly updates and for Lighting Authorities on a monthly basis. |
| Electricity Networks Company | <p>We have already commented that we believe it is inappropriate to address the unmetered supplies arrangements at the same time as developing Section 2 connection arrangements. Notwithstanding this we believe the whole area of the frequency of submissions needs to be debated more fully. Under the BSC and BSCP520 the minimum frequency that UMISO parties have to submit EACs for settlement need to be submitted annually. For existing UMS customers the connection terms will be those in place in existing connection agreements (assuming DNOs have connection agreements for all existing customers – which is unlikely to be the case!)</p> <p>For some UMS, e.g. fire alarms, tv amplifiers, the load is likely to very small. DNOs may not require a new inventory at least once a year. For other UMS the inventory might comprise a significant number of inventory items. For larger inventories there may be a greater frequency of change of inventory items over different time periods.</p> <p>Therefore, we believe the frequency of inventory change should not be based just on time, but also on the materiality that inventory changes have on the EAC.</p> |
| Npower Ltd | We are in agreement with the proposed frequency (ie not less than once per Calendar Year) however we believe that the drafting in Section 3 (11.3)(A) should be amended to state “by” rather than “on” the date of the anniversary to cover situations when the date of anniversary falls on a non-working day. |
| SSE Distribution | Yes – more frequently would be desirable from a DNO perspective, but most unlikely to be complied with in reality. |
| Scottish & Southern Energy | - |
| SP Energy Networks | We do not consider the proposed frequency to be appropriate. We propose that “Calendar Year” be replaced with “Quarterly”, i.e. minimum every 3 months. |

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| Western Power Distribution | Yes |
| Question 14 | What mechanism do you consider should be applied on a change of tenancy (e.g. transfer / novation / deemed continuation of obligations)? |
| Central Networks | Central Networks supports a deemed continuation of obligations mechanism as we feel that this would ensure continuity of a set of connection terms. |
| EDF Energy Networks | <p>On a change of supplier's customer, a new supply contract is entered into or else deemed supply terms shall apply. The suppliers' contract and their scheme containing their deemed terms should include the DCUSA wording regarding the national terms and so the new customer will be bound by the national terms.</p> <p>See also our proposals submission, attached separately</p> |
| Electricity North West Limited | Await feedback on this one, and populate accordingly. |
| Electricity Networks Company | <p>Under this proposed change the connection terms will be with the occupier who has entered into a supply contract. Where there is a change of occupier the new occupier will be under a deemed contract unless the occupier enters into a new contract with a supplier. The national connection terms will continue to apply. Therefore, in respect of the terms in Section 2, there is no novation or transfer of</p> <p>Bilateral connection terms entered into with a previous occupier will not apply to a new occupier. A bilateral agreement may contain operational arrangements that relate to safety. Therefore, it will not be appropriate to have a deemed continuation in some cases.</p> <p>This issue already exists. Currently, DNOs may not know where there is a change of occupier. In such cases, the new occupier is covered by the National Terms of Connection, irrespective of the voltage of connection, unless the DNO is advised of such change.</p> <p>Arrangements need to be established where for certain classes of customer the supplier is obligated to notify the distributor where there has been a change of occupier. Such classes should include all customers supplied at HV and above, all non- domestic customers supplied at LV above a certain threshold.</p> |

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| Npower Ltd | The only mechanism that we think could be applied on a change of tenancy would be deemed continuation of obligations. |
| SSE Distribution | <p>Ideally deemed continuation would be the process, provided that a robust means of passing obligations forward can be arranged. If novation is required, is there any significant benefit in moving away from the existing connection agreement process?</p> <p>However, it also depends on what is meant by change of tenancy? Does this mean change of tenant (in a landowner/tenant scenario) or a change of ownership? The party who has entered into the supply contract and who is thus governed by the connection terms may be either the landowner or the tenant (other problems arise from this – see below). Further consideration needs to be given as to how one deals with a party moving out of the property. In domestic circumstances, the terms allow for the connection agreement ending when the customer to the supply contract no longer owns or occupies the property. This is on the basis that the next owner or occupier will either enter into a supply contract or be on a deemed contract, in which case the national terms of connection automatically apply to the new owner or occupier. However this does not automatically occur under section 2 where the Customer must give a months' notice to terminate voluntarily. If the Customer fails to do so, consideration needs to be given as to who is bound by the terms of connection – technically 2 (or more) contracts could be in place if a new party enters into a supply contract.</p> |
| Scottish & Southern Energy | We believe deemed continuation ought to be the option taken but are concerned as to how this could be applied and believe consideration requires to be given to termination. |
| SP Energy Networks | Due to the difficulty of tracking change of tenancy situations we consider the “deemed continuation of obligations” to be the most practical solution. |
| Western Power Distribution | New tenant will be obligated through their supply contract. |
| Question 15 | How should the terms recognise the relationship between landlords and tenants? |
| Central Networks | Central Networks believes that a similar approach should be taken to the relationship between Supplier/Customer for the energy contract and therefore Network Operator/Customer for the connection of that customer to the Network Operators distribution system. |
| EDF Energy Networks | See our proposals submission, attached separately |

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| Electricity North West Limited | Await feedback on this one, and populate accordingly. |
| Electricity Networks Company | The relationship with landlords and tenants is outside the scope. The relationship is with the person who enters into a supply of electricity with the supplier. This is why we believe land rights etc are outside the scope of these terms. |
| Npower Ltd | <p>From a Supply perspective we are primarily interested in the relationship with whoever has taken out the supply contract. This could be the owner of the property, or the tenant/leaseholder, depending on the terms of the lease/tenancy agreement. In the absence of a lease, or specific clause in the lease, we would assume that it is the landowner who is party to the terms. This may require a slight revision to Section 1(11) to remove consent in all cases eg this clause does not apply where the transfer occurs under a legal lease or tenancy agreement, however we believe view that a legal view on this issue would be beneficial.</p> <p>Some specific questions that we have with regard to Section 1(11) (Transfer of Connection Agreement) are: – does this include transfer of the agreement via a lease? Can a landlord and tenant agree who is party to the connection agreement? What about sub-tenancy or assignment scenarios?</p> |
| SSE Distribution | There is a question to resolve in relation to whether a tenant (particularly if the tenant is the party entering into the supply contract) has rights to reduce the connection capacity or amend the connection agreement parameters – should they require the written consent of their landlord? How is the DNO to know the ownership arrangements of a property in any event? If a tenant reduced capacity, moved out and the landlord installed another tenant who required the original capacity, is the landlord or the DNO to be liable for any potential costs in increasing the capacity? |
| Scottish & Southern Energy | Other than the company that is contracted to take the supply which could be Tenant or Landlord – we would expect the National Terms of Connection to recognise the contracted party to take the supply. |
| SP Energy Networks | We would expect this to mirror the duties placed upon the distributor under Section 16 of the Act, i.e. on the “owner or occupier of the premises”. |

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| Western Power Distribution | As the customer, the tenant will be required to sign on to the National Terms for Connection through their supply contract. |
| Question 16 | Do you believe that the drafting should be accompanied by specific 'Additional Terms', which could, for example, set out the technical limits of the connection? How would such terms be dealt with under a change of tenancy? |
| Central Networks | Central Networks believes that it would be more appropriate for the network operator to put in place with the customer a set of schedules which due to the nature of a number the connection need to be specific. For example, both a DNO and a Customer (metered at high voltage) have obligations under the Distribution Code to put in place a set of Site Responsibility Schedules and such schedules could form part of the connection agreement. Site Responsibility Schedules include amongst other things details of both parties connection equipment, contact details, etc. |
| EDF Energy Networks | No. The national terms cannot cater for that as they are generic. However they do not prevent additional or replacement terms being entered into but it is up to each Distributor to propose its own bi-lateral agreements that specify those. A separate bi-lateral could not be binding on change of tenancy. In practice the technical characteristics are unchanged by a change of tenancy unless the new tenant wishes to seek a change to them. |
| Electricity North West Limited | It would be helpful so that we all have the same type of smaller BCA similar to that for section 2B. |
| Electricity Networks Company | We believe that there should be the facility for DNOs to establish a supplementary bilateral connection agreement to augment the terms in the proposed section 2. Such bilateral connection agreement should set out the technical characteristics and the operational arrangements. Under a change of occupier, the bilateral agreement terminates unless the parties agree that the agreement can be transferred to an to another occupier |
| Npower Ltd | We believe that this question is referring to Agreed Capacity. If this assumption is correct, we believe that this is a matter for the DNO but we would be interested to know how and where they will document this information. |
| SSE Distribution | Yes – it is essential that matters such as connection maximum capacity and any other |

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| | technical limitations are clearly specified and available to the customer. To bring this to the customer's notice, there would have to be an obligation on suppliers to bring the possible existence of other terms to the notice of their customers in the change of tenancy / change of supplier process. |
| Scottish & Southern Energy | - |
| SP Energy Networks | We consider this to be more appropriately governed by the relevant site-specific terms applied by the distributor. |
| The Electricity Network Company | - |
| Western Power Distribution | <p>Additional terms should be captured in a bilateral connection agreement in much the same way that DNO to DNO/IDNO relationships are captured. The BCA should be pointed to within the National Terms for Connection.</p> <p>A change of tenant would require the new tenant to enter into a new supply contract, and hence the national Terms for Connection. If there was a hook to the BCA in the National Terms the DNO could pursue this avenue.</p> |
| Question 17 | Are there any further matters you wish to raise? |
| Central Networks | None. |
| EDF Energy Networks | None |
| Electricity North West Limited | Check responses then populate accordingly. |
| Electricity Networks Company | This forms a significant piece of work. As detailed before we believe the unmetered supplies element should be raised as a separate change (perhaps with a common implementation date as the first change). We also believe that consumer representatives and Ofgem have a significant role to play in providing feedback during the development phase of this work. This is wholly consistent with ofgem's principle objective of protecting consumers. |
| Npower Ltd | Please see comments made on the detailed drafting in Appendix C attached. |
| SSE Distribution | - |

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|---------------------------------------|--|
| Scottish & Southern Energy | <p>Suppliers will need to be fully aware of:</p> <ul style="list-style-type: none">- What Supply Agreements need to be amended to reflect these changes <p>What timescales are being proposed for these changes/agreement</p> <p>We will be unable to apply these charges retrospectively.</p> |
| SP Energy Networks | <p>We would appreciate if the Working Group could provide additional clarity on how it is proposed that the proposed expanded version of the national terms of connection will integrate with the site-specific technical conditions (normally contained within the site-specific connection agreement schedule) the distributor considers appropriate to apply to each individual connection.</p> |
| Western Power Distribution | <p>No.</p> |