

DCP089 – Legal Text

Definitions

Alternative Solution	means, in respect of a Connection Point, the means of data collection and provision (if any) agreed between the Company and the User (or determined by the Authority) pursuant to Clause 42.3, as an alternative to installing metering equipment at that Connection Point.
<u>Market Domain Data</u>	<u>has the meaning given to that term in the BSC.</u>
<u>Settlement Code</u>	<u>has the meaning given to that term in the Market Domain Data.</u>

Clause 9.5.3

9.5.3 Clauses 38 (Bilateral Connection Agreements), 39 (The User's Right to be Connected and Energised), 40.1 (Provision of Use of Distribution System), 41 (Energisation, De-Energisation and Re-Energisation), 42 (~~Provision of Data and~~ Metering Equipment and Data), 43.1 and 43.2 (Charges), 47 (Security Cover), 48 (Compliance with Codes), 49 (Guaranteed Performance Standards) and 52 (Modifications);

Clause 42

42. ~~PROVISION OF DATA AND~~ METERING EQUIPMENT AND DATA

42.1 ~~The User shall procure the provision to~~ The Company ~~of (without charge)~~ shall be entitled to obtain such data (from the metering equipment installed in accordance with this Clause 42, ~~or as prescribed by the Alternative Solution~~) as the Company may reasonably require for:

42.1.1 (in the case of Systems Connection Points, and Connection Points connected at voltages for which the relevant Charging Methodology specifies that

portfolio tariffs should not be used) the calculation of Use of System Charges;

42.1.2 the operation, design and planning of its Distribution System; and

42.1.3 validation that the electricity that is imported or exported across a Connection Point is no greater than the Maximum Import Capacity or the Maximum Export Capacity described in the relevant Bilateral Connection Agreement.

~~such data to be provided in accordance with the timescale specified in the Company's Relevant Charging Statement or, where no timescale is specified, as soon as reasonably practical after the charging period.~~

Requirement for Metering at the Connection Point

~~42.2 Subject to Clause 42.4, the User shall (at its own cost) procure the installation and maintenance of metering equipment at each Connection Point, or as close as is reasonably practical to each Connection Point, for the purpose of recording data including all relevant registers required pursuant to Clause 42.1, unless an Alternative Solution applies in respect of the Connection Point.~~

~~42.3 Subject to Clause 42.4, the User may propose an Alternative Solution in respect of the Connection Point. The Company and the User shall negotiate in good faith the terms of any such proposal. The proposal must allow for the accurate provision of the data referred to in Clause 42.1, and must include a mechanism for resolution of data disputes, and for the outcome of such disputes to be recognised in subsequent invoices. If agreement has not been reached within 20 Working Days, either of the Company or the User shall be entitled to refer the matter to the Authority, pursuant to Condition 7 of the Company's Distribution Licence. The Company and the User shall give effect to the determination of the Authority.~~

42.42 Where the Connection Point is also a Systems Connection Point, the User shall (at its own cost) procure that:

42.42.1 metering equipment is installed, operated and maintained;

42.42.2 meter technical details are registered; and

42.42.3 meter aggregation rules are registered,

(in each case) in accordance with the provisions of the BSC.

42.3 Where the Connection Point is a Systems Connection Point, the User shall (at its own cost) procure that such data (from the metering equipment installed in accordance with Clause 42.2) as the Company may reasonably require pursuant to Clause 42.1 is provided in accordance with the timescale specified in the Company's Relevant Charging Statement or, where no timescale is specified, as soon as reasonably practical after the charging period.

~~42.5 Where the Connection Point is not a Systems Connection Point, any metering equipment installed at the Connection Point pursuant to Clause 42.2, shall be installed, operated and maintained with an accuracy equivalent or better than that specified in Schedule 6.~~

42.64 Where metering equipment is required in accordance with Clause 42.22 or Clause 42.4, the Company shall not be obliged to convey electricity across its Distribution System to or from the relevant Connection Point unless the necessary metering equipment is installed.

42.5 The Company shall (at its own cost) be entitled to install metering equipment in order to obtain data pursuant to Clause 42.1 whether or not the User has installed metering equipment.

42.6 Any metering equipment installed at the Connection Point pursuant to Clause 42.5, shall be installed, operated and maintained with an accuracy equivalent or better than that specified in Schedule 6.

Interconnection

42.7 Without prejudice to Clause 52, the User shall (unless expressly agreed in the relevant Bilateral Connection Agreement) use all reasonable endeavours to ensure that no Interconnection occurs. The User shall immediately notify the Company where it

becomes aware of any Interconnection not expressly provided for in the relevant Bilateral Connection Agreement.

Nested Networks

42.8 The User shall immediately notify the Company where it becomes aware that the User's System (or any Electric Lines connected thereto) has been connected to:

42.8.1 a Distribution System of any person other than the Company; or

42.8.2 an Offshore Transmission System,

so that (subject to energisation) electricity may flow to or from the User's System.

Generation

42.9 The User shall (to the extent the User is aware of the same):

42.9.1 notify the Company of any changes in the number of Small Scale Generators connected in parallel with the User's System, such notification to be made within 20 Working Days of the User becoming aware of such change; and

42.9.2 in respect of generation to be connected in parallel with the User's System that does not fall under the definition of a Small Scale Generator:

- (A) notify the Company of such generation prior to connection of that generation (providing such information as the Company may reasonably request in order to allow compliance with a Relevant Instrument);
- (B) obtain the Company's consent to connection of that generation (such consent not to be unreasonably withheld); and
- (C) notify the Company if any such generation ceases to be so connected or if its generation characteristics change.

42.10 The Company shall be entitled to collect data from, inspect, test and (if necessary) ~~require the User to~~ correct any metering equipment installed and maintained pursuant to Clause 42.~~52~~ (or, where the Connection Point is a Systems Connection Point, require the User to do so) ~~Clause 42.4~~. The User shall use its reasonable endeavours to procure that the employees, agents, sub-contractors and invitees of the Company shall at all reasonable times have safe and unobstructed access to such metering equipment (whether installed under Clause 42.2 or 42.5). The Company shall procure that any individuals to whom access is given pursuant to this Clause 42.10 shall comply with all reasonable directions given by the User as to general safety and site security arrangements. Where either Party ~~the Company~~ disputes the accuracy of the metering equipment referred to in this Clause 42 ~~so installed~~, the provisions of Schedule 6 shall apply.

Operational Metering Equipment

~~42.11 The Company shall be entitled to install Operational Metering Equipment at or as close as reasonably practicable to any Connection Point in addition to any metering equipment installed and maintained pursuant to Clause 42.2 or Clause 42.4 to collect data for the operation, design and planning of its Distribution System, but if it exercises this right it shall make no additional charge to the User in respect of such Operational Metering Equipment and shall not (except in the case of the failure of metering equipment installed and maintained pursuant to Clause 42.2 or Clause 42.4, the failure to install metering equipment pursuant to Clause 42.2 or Clause 42.4, or the failure of the User to provide data pursuant to the Alternative Solution) use data from the Operational Metering Equipment for the calculation of Use of System Charges.~~

42.1~~21~~2 Where the Company installs ~~Operational M~~metering Equipment in accordance with Clause 42.~~11~~5, the User shall: ~~42.12.1~~ — ensure that the employees, agents and invitees of the User will not interfere with such equipment or the immediate connections to such equipment without the prior written consent of the Company, except to the extent that emergency action has to be taken to protect the health and safety of persons or to prevent serious damage to property proximate to the ~~Operational M~~metering Equipment; ~~and~~.

~~42.12.2 use its reasonable endeavours to procure that the employees, agents, sub-contractors and invitees of the Company shall at all reasonable times have safe and unobstructed access to the Operational Metering Equipment. The Company agrees to procure that any individuals to whom access is given pursuant to this Clause 42.12.2 shall comply with all reasonable directions given by the User and its appropriately authorised employees and agents as to general safety and site security arrangements.~~

43. CHARGES

Charges

43.1 The User shall pay to the Company in respect of services provided under this Agreement (and under the agreements referred to in Clause 43.2) the charges set out in the Company's Relevant Charging Statement and, where appropriate, the provisions of the relevant Bilateral Connection Agreement. The Company may vary such charges at any time by giving the requisite period of written notice to the User, where the requisite period of notice is:

43.1.1 the period specified in the Company's Relevant Charging Statement; ~~or,~~

43.1.2 where no such period is specified, 40 days; or

43.1.3 whether or not any such period is specified, the period agreed between the Company and the User.

Notwithstanding that the Company may vary such charges at any time, the Company shall use reasonable endeavours to: (1) vary such charges no more than two times per year: and (2) vary such charges with effect from 1st April or 1st October. Such charges and any variations are and will be calculated in accordance with the provisions of the Relevant Charging Statement.

43.2 The charges referred to in Clause 43.1 (the **Charges**) shall be:

43.2.1 the charges contained or referred to in the Company's Relevant Charging Statement for the time being in force pursuant to Condition 14 of its Distribution Licence (**Use of System Charges**); and

43.2.2 the charges for any other services provided by the Company to the User pursuant to:

- (A) a provision of this ~~s~~Section 2B; or
- (B) any other agreement between the Company and the User for the provision of such services which provides for payment pursuant to this Agreement.

Adjustment of Charges

43.3 On any occasion upon which the Charges payable by the User under Clause 43.1 have not been calculated strictly in accordance with the provisions of the Relevant Charging Statement, an appropriate adjustment shall be made by the Company and submitted to the User.

43.4 Where an adjustment in accordance with Clause 43.3:

43.4.1 discloses an overcharge, the Company shall repay to the User the amount by which the User has been overcharged together with interest thereon from the due date of the invoice containing the overcharge until the date of repayment. Such interest shall accrue from day to day at the base lending rate during such period of Barclays Bank plc, compounded annually; or

43.4.2 discloses an undercharge, the User shall pay to the Company the amount by which the User has been undercharged together with interest thereon from the due date of the invoice which should have included the amount of the undercharge until the date of payment. Such interest shall accrue from day to day at the base lending rate during such period of Barclays Bank plc, compounded annually.

43.5 Where the User disputes the adjustment, the User and the Company shall attempt to resolve the dispute in good faith. Where the dispute remains unresolved after 20 Working Days, either the Company or the User may refer the dispute to arbitration in accordance with Clause 58 and the User or the Company (as applicable) shall pay the amount payable or repayable (if any) as so determined.

Invoicing of Charges

43.6 The Company shall invoice Use of System Charges (but excluding any Transactional Charges):

43.6.1 in respect of the period up to and including 31 March 2010, to the User by reference to:

- (A) data provided from metering equipment where it is fitted by the User in respect of a Connection Point pursuant to Clause 42 (as such Clause existed at that date) ~~-2 or 42.4~~;
- (B) where the Company and the User agreed d in respect of that period that metering equipment ~~i~~was not required to record Use of Distribution System at the Connection Point, data provided in accordance with the provisions of the agreement regarding the ~~an~~ Alternative basis of charging ~~Solution~~; or
- (C) data obtained from Operational Metering Equipment fitted by the Company in the circumstances provided by Clause 42.11 (as such Clause existed at that date); or

43.6.2 in respect of the period after 31 March 2010:

- (A) (in the case of Systems Connection Points ~~and Connection Points connected at EHV~~) to the User by reference to data provided from the metering equipment fitted pursuant to Clause 42.4~~2~~ (or, where the User has failed to fit such metering equipment or provide such data or where such metering equipment has failed, data obtained from ~~Operational~~any Metering ~~E~~quipment fitted pursuant to Clause 42.5~~in the circumstances provided by Clause 42.11~~);
- (B) (in the case of Connection Points connected at voltages for which the relevant Charging Methodology specifies that portfolio tariffs should not be used) to the User by reference to data obtained from the metering equipment fitted pursuant to Clause 42.5; or

(~~CB~~) (save in the case of Systems Connection Points and Connection Points connected at voltages for which the relevant Charging Methodology specifies that portfolio tariffs should not be used~~EHV~~) to the EDNO (as defined in Schedule 19 (Portfolio Billing)), by reference to the portfolio billing process set out in Schedule 19.

43.7 All charges payable by the User pursuant to this Clause 43, Clause 44 and Clause 45:

43.7.1 are exclusive of Value Added Tax and the Company may add to such amounts (and the User shall pay) Value Added Tax (if any) at the rate applicable thereto from time to time and Value Added Tax shall be payable at the same time and in the same manner as the amounts to which it relates; and

43.7.2 shall be without prejudice to any claims or rights which the User may have against the Company and except as expressly permitted by Schedule 4 shall be made without any set-off or deduction in respect of any claims or disputes or otherwise.

43.8 The Company may charge the User Use of System Charges calculated by reference to electricity discovered or reasonably and properly assessed to have been exported to, or imported from, the Company's Distribution System at a Connection Point but not recorded at the time of such export or import (for whatever reason). At any time when the Company charges the User Use of System Charges under this Clause 43.8, it shall explain to the User the calculation of those charges and the basis of that calculation.

Revision of Charges

43.9 Without prejudice to Clause 43.1, where the Company is intending to revise any of its Use of System Charges, it shall serve a copy of any notice it sends to the Authority pursuant to paragraph 20 of Condition 14 of its Distribution Licence on the User as soon as is reasonably practicable after such notice is sent to the Authority.

SCHEDULE 6 – METERING ACCURACY

1 METERING ACCURACY

- 1.1 Metering equipment installed and maintained pursuant to Clause 29.1, 42.2 or 42.4⁵ shall be capable of operating within the accuracy limits specified pursuant to the Balancing and Settlement Code, or ~~(in the case of Clauses 29.1 and 42.4 only)~~ where no accuracy limits are specified in relation to an element of any metering equipment under the Balancing and Settlement Code, the accuracy of that element shall be no less than that specified in Tables 1 to 4 (inclusive) of Code of Practice Four approved pursuant to the Balancing and Settlement Code (in either case, **the agreed accuracy limits**).

2 DISPUTES IN RELATION TO METERING ACCURACY

- 2.1 Unless the accuracy of metering equipment installed and maintained pursuant to Clause 29.1, 42.2 or 42.5⁴ is disputed by notice in writing (**a dispute notice**) given by one party to the other, such metering equipment shall be deemed to be accurate.
- 2.2 If a dispute notice is given under Paragraph 2.1 in respect of metering equipment installed pursuant to Clause 29.1, then, unless otherwise agreed, the metering equipment shall as soon as practicable be examined and tested by a meter examiner in accordance with Schedule 7 to the Act.
- 2.3 If a dispute notice is given under Paragraph 2.1 in respect of metering equipment installed pursuant to Clause 42.2 or 42.4⁵, then, unless otherwise agreed, the metering equipment shall as soon as practicable be examined and tested by an independent third party agreed to by the Company and the User. Where the Company and the User cannot agree on the identity of such independent third party, such independent third party may be appointed by the Authority on the application of either the Company or the User.
- 2.4 If on such test under Paragraph 2.2 or 2.3:
- (a) it is found that the inaccuracy of the registration of the metering equipment at normal loads exceeds the agreed accuracy limits, suitable adjustment shall be made in the accounts rendered by the Company and the metering equipment or

part thereof found to be inaccurate shall be recalibrated or replaced and the cost of such test and recalibration or replacement shall be paid by the [party responsible for installing and maintaining the metering equipment](#)~~User~~; or

- (b) the metering equipment is found to be accurate within the said limits, the metering equipment shall be deemed to be accurate and the cost of moving, testing and replacing the metering equipment or any part thereof shall be paid by the party who gave the relevant dispute notice.

SCHEDULE 19 – PORTFOLIO BILLING

Paragraph 2

NHH DATA

- 2.1 In order to calculate the Use of System Charges attributable to the EDNO's non-half-hourly-settled Connectees, the DNO Party will use the data provided to it by the SVAA pursuant to section S and BSCP508 of the BSC.
- 2.2 Where a subsequent Settlement Run indicates that, as a result of such Settlement Run, the Use of System Charges are different from those previously billed, the DNO Party shall calculate such difference and the interest thereon, and shall submit an invoice for such difference and interest as soon as is reasonably practicable after such Settlement Run. Such interest shall be calculated in accordance with the provisions of Schedule 3 (as if the invoice under Paragraph 2.1 was an Initial Account, and as if the invoice under this Paragraph 2.2 was a Reconciliation Account under Clause 20.4).
- [2.3 The DNO Party shall identify to the EDNO the amount of each such invoice which relates to each Settlement Run, broken down by Settlement Code.](#)

Paragraph 3.4

- 3.4 The report referred to in Paragraph 3.3 shall be provided in Excel 2003 format with each data item in a separate column. [Where there are no half-hourly-settled Connectees, the EDNO shall submit a nil return.](#)

Paragraph 4.1

4.1 On or before the 15th day of each month, the EDNO shall send to the DNO Party a list of the EDNO's MPANs for half-hourly settled Connectees, together with the following information (in ~~a~~ separate columns) for each such MPAN (as at the start of that month):

(a) its trading status~~the~~;

(b) the date from which such trading status has been effective;

(c) its energisation status; and

(d) the date from which such energisation status has been effective~~for each such MPAN as at the start of that month.~~

New Paragraph 6.4

6.4 Where the DNO Party alters the way in which it translates the EDNO's Line Loss Factor Class Ids into the DNO Party's charges, the DNO Party shall advise the EDNO of the change within 15 Working Days after such change.