

DCUSA CHANGE DECLARATION

DCP 145 – Mandating Compliance with D2021 Processes

VOTING DATE: 1 February 2013

DCP 145	WEIGHTED VOTING		
	DNO	IDNO	SUPPLIER
CHANGE SOLUTION	Accept	Accept	Accept
IMPLEMENTATION DATE	Accept	Accept	Accept
RECOMMENDATION	<p>Change Solution – ACCEPT. In respect of each Party Category that was eligible to vote, the sum of the Weighted Votes of the Groups in that Party Category which voted to accept the change solution was greater than 50% in all Categories.</p> <p>Implementation Date – ACCEPT. In respect of each Party Category that was eligible to vote, the sum of the Weighted Votes of the Groups in that Party Category which voted to accept the implementation date was greater than 50% in all Categories.</p>		
PART ONE / PART TWO	Part One – Authority Determination Required		

PARTY	SOLUTION (A / R)	IMPLEMENTATION DATE (A/R)	COMMENTS
DNO PARTIES			
Electricity North West Ltd	Reject	Reject	<p>During the consultation stage we had three issues surrounding this change proposal:</p> <ul style="list-style-type: none"> • Intent v legal text; • Principles of the change proposal; and • Mandating compliance with a bi-lateral agreement. <p>Intent v legal text</p> <p>Whilst we accept that the change proposal can only be assessed against the DCUSA objectives based on the change before us the intent was quite narrow and, if this is successful, will result in a further change proposal to ensure that suppliers are also compliant with the same agreement and the data flow that they send (D2026). It would have been more helpful to the industry to have had one debate rather than two (which would have better facilitated objective 4). Unfortunately we cannot state that this does not better facilitate the DCUSA objectives since this change can only be measured against the baseline and not a potential future change.</p> <p>We had reservations over the inclusion in the legal text of the DUoS E-billing Services Agreement in question since this was not stated within the intent. Whilst we could argue that it widens the intent we now consider that these documents form part of, and the governance of, the data flow and business rules associated with it so without such a reference to the agreement there is no</p>

			<p>basis for such a legal clause to be included.</p> <p>We did comment on the initial legal text and it is pleasing to see that the majority of our suggestions have been incorporated.</p> <p>Principles of the change proposal.</p> <p>This for us is the issue. It is evident from our consultation responses that the industry has many concerns over the data flow, when it is used, what data is populated, and lack of business rules to support the flow and its use. The resultant number of change proposals is testament to that.</p> <p>We strongly argued that the governance process within the DUoS E-billing Services Agreement has not been used in anger, and we are using this change proposal to enforce compliance by placing the impacted party in breach of not only the bi-lateral agreement, the DCUSA and upward to a Licence breach if non compliance occurs yet the issue in question will still not being resolved.</p> <p>There are a number of changes in the suite of Billing change proposals (DCP141-149) that should they all be accepted would result in a breach of DCUSA but compliant with this change proposal because the source bi-lateral agreement has not be amended. It is our view that should this change proposal be accepted the related e-billing change proposals DCP142 and DCP148 should be rejected.</p> <p>Mandating compliance of a bi-lateral agreement</p> <p>As stated in our consultation response we have some reservations over one agreement mandating compliance with another. This concern was not supported by the working group. Having reviewed other electricity codes we cannot find any such</p>
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			<p>compliance requirement apart from in the BSC where there is reasonable endeavours to comply with the conditions precedent. This is probably because in the licence we have an obligation to be a party to and comply with these codes.</p> <p>We do not believe that we should have compliance with any bi-lateral agreements within DCUSA.</p> <p>DCUSA Objectives</p> <p>We believe there is no impact on the General objective 1, 3 and 5.</p> <p>When considering objective 4, by approving this change proposal we potentially are increasing administration of the DCUSA by:</p> <ul style="list-style-type: none"> • managing derogations; • dealing with breaches; • creating cross agreement governance concerns; • increased dialogue with agreement administrators; • if (as indicated above) other change proposals in the same area are equally accepted a cross DCUSA issue/s that would result in further change proposals in order to rectify the situation; and • should a further provider of e-billing services be found and used no doubt this would result in another change proposal being raised to ensure compliance as well. <p>The outcome of all of this is a negative impact on the DCUSA General Objective 4.</p> <p>The rationale for raising this change proposal was made against General Objective 2. This being that by promoting consistency</p>
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			<p>and transparency in the methods faced by Suppliers it would better facilitate this objective. Let's take 'consistency'. Those parties's to the bi-lateral agreement sign the document and as such are obliged to, and agree to, comply with it so why repeat here apart from the ability to place a party in breach of DCUSA. Regarding transparency, the inclusion of the legal text does not add any transparency whatsoever. So in our opinion there is no change to the status quo regarding competition and therefore is neutral regarding DCUSA General Objective 2.</p> <p>Overall impact on the DCUSA Objectives We believe that this change proposal is not necessary. Irrespective of whether it is accepted or not we will still need changes to the bi-lateral agreement in question irrespective of where such a breach was suggested. The bi-lateral is where changes need to be made and not DCUSA.</p> <p>In summary this change proposal overall is does not better facilitate the DCUSA General Objectives.</p> <p>Implementation Our initial thoughts on the implementation date are that there are no system or business process changes. That said we believe that there are obvious industry concerns over the population of data in the D2021. It would make more sense to delay the implementation until there is an opportunity to review the bi-lateral agreement and areas misunderstanding or non-compliance. We therefore suggest a delivery date of October 2014 to allow for such an</p>
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			<p>activity to take place.</p> <p>If this change proposal is accepted with the original implementation date then we would undertake:</p> <ul style="list-style-type: none"> • A Request for Information from Suppliers regarding how we populate the D2021; • assess whether there is any non compliance with the bi-lateral agreement; • understand the impact of becoming compliant (should non compliance be the case); • where necessary, undertake cross party change to the business rules, data flow and data items in question to adopt a common approach; and • implement any system and business process changes. <p>If the timescale to complete the above impacts the implementation date of this change proposal, rather than a supplier placing us in breach of DCUSA for being non compliant with the bi-lateral agreement we would rather seek a derogation until the above review and the necessary changes have been raised and delivered.</p> <p>This, in our opinion, should have been undertaken first prior to any such compliance change proposal being raised.</p>
Northern PowerGrid - North East	Accept	Accept	N/A

Northern PowerGrid - Yorkshire	Accept	Accept	N/A
Scottish Power - Distribution	Accept	Accept	N/A
Scottish Power - Manweb	Accept	Accept	
SSE - Scottish Hydro Electric Power Dist	Reject	Reject	N/A
SSE - Southern Electric Power Dist	Reject	Reject	
UKPN - Eastern Power Networks	Reject	Reject	<p>The change is attempting to ensure the compliance of the DNO with a contract that exists between him and a third party that is not a party to DCUSA. It might be better if the e-billing arrangements were via a multi-party arrangement such that Suppliers had better recourse through that. We also note reference in the Change Report to the user group associated with this service, where matters of non-compliance or tightening of rules might better be discussed.</p> <p>The Working Group thinks that Objective 2 is better facilitated because the change will promote consistency and transparency in the methods faced by Suppliers. However the use of the D2021 is not mandatory on Distributors to send or on Suppliers to receive, DCP 111 having been rejected, therefore it's unclear how this change gives consistency. Those Distributors and Suppliers who do use D2021 each do so under a contract with Electralink which presumably provides the appropriate transparency. Putting the obligation into DCUSA does not increase the transparency of the external agreement. Therefore we do not believe that the DCUSA Objectives are better facilitated.</p>
UKPN - London Power Networks	Reject	Reject	
UKPN - South Eastern Power Networks	Reject	Reject	

Western Power Distribution (East Midlands) plc	Accept	Accept	We do not believe that this is a methodology issue; however we have no problem with standardising practice.
Western Power Distribution (South Wales) plc	Accept	Accept	
Western Power Distribution (South West) plc	Accept	Accept	
Western Power Distribution (West Midlands) plc	Accept	Accept	
IDNO PARTIES			
ESP Electricity Ltd	Accept	Accept	ESPE do not currently use the E-Billing service therefore this CP has no impact on our current systems and processes.
SUPPLIER PARTIES			
British Gas	Accept	Accept	N/A
EON	Accept	Accept	We agree with the working group that DCUSA general objective 2 is better facilitated.
MA Energy	Accept	Reject - May need more time	N/A
Npower	Accept	Accept	N/A
Scottish Power Energy Retail Ltd	Accept	Accept	The change will ensure consistency across all DNOs that use the D2021 which will reduce the need on suppliers to manage different processes for those DNOs which are currently not following the legal text in the proposal.

