

## DCP 201 - Legal Text

### Provisions for the Theft Risk Assessment Service

#### Clause 1: add new definition

**Theft Risk Assessment Service Arrangements** means the arrangements for a theft risk assessment service and other related measures that the Supplier Parties are (or will become) obliged to maintain pursuant to the Supplier Licences (subject to the Authority's decision on its consultation 'Tackling Electricity Theft', reference 100/13).

#### Amend Clause 5.3

5.3.12 endeavour to establish joint working arrangements with other relevant industry committees and panels in order to facilitate robust interaction between this Agreement and the industry documents for which such industry committees and panels are responsible; ~~and~~

5.3.13 consider whether it is appropriate to obtain insurance in respect of the costs, charges, expenses, damages and other liabilities referred to in Clause 6.20, and, where it is appropriate to do so, obtain such insurance; and

5.3.14 develop and give effect to the Theft Risk Assessment Service Arrangements (and the Panel shall have the power to delegate any or all of such arrangements to one or more third parties).

#### Amend Clause 8.9 and add a new Clause 8.9A

8.9 Subject to Clause 8.9A, tThe amount (a **Cost Contribution**) that each Party shall be obliged to bear as its share of the Recoverable Costs, in respect of each Quarter, shall:

...

**CC** is the relevant Party's Cost Contribution (other than that which is subject to Clause 8.9A) in respect of that Quarter;

...

**RC** is the total amount of the Recoverable Costs (other than those which are subject to Clause 8.9A) incurred, or otherwise accounted for, in that Quarter.

8.9A In respect of the Recoverable Costs relating to the Theft Risk Assessment Service Arrangements (including their development), each Party's Cost Contribution (in respect of each Quarter) shall not be calculated in accordance with Clause 8.9 and shall instead:

8.9A.1 in the case of all Parties other than Supplier Parties (in their capacity as Parties other than Supplier Parties), be zero; and

8.9A.2 in the case of each Supplier Party (in its capacity as such), be calculated as follows:

$$\underline{SC = (N/TN) \times TRC}$$

Where:

SC is the relevant Supplier Party's Cost Contribution in respect of that Quarter and the Recoverable Costs relating to the Theft Risk Assessment Service Arrangements;

N has the same meaning as in Clause 8.9;

TN has the same meaning as in Clause 8.9; and

TRC is the total amount of the Recoverable Costs relating to the Theft Risk Assessment Service Arrangements incurred, or otherwise accounted for, in that Quarter.