

## DCP 215 Draft Legal Text

### Clause 1.1 New Definition of **Theft Assessment Calculator**

#### **Theft Assessment Calculator**

means a standard theft assessment calculation tool that the DCUSA Panel is obliged to procure an independent provider to develop and maintain for the purposes of providing a systematic, reasonable, consistent and transparent way of assessing unrecorded units in accordance with DCUSA Schedule 23 Clause 15.3 and DCUSA Schedule 23 Appendix 7.

#### **Theft Assessment Calculator**

##### New Clause 5.3.15

- 5.3 Without prejudice to any other duties or obligations imposed on it under this Agreement, the Panel shall, subject to and in accordance with the other provisions of this Agreement:
- 5.3.1 manage and co-ordinate any applications from Applicants to become a Party in accordance with Clause 4;
  - 5.3.2 manage and co-ordinate the process by which Panel Members are appointed, in accordance with Clause 6;
  - 5.3.3 develop budgets in accordance with Clause 8;
  - 5.3.4 manage and co-ordinate the modification process set out in Section 1C, and give effect to any modifications resulting from such process in accordance with Section 1C;
  - 5.3.5 manage the termination of a Party's accession to this Agreement in accordance with Clause 54;
  - 5.3.6 oversee and, where appropriate, approve the actions and decisions of DCUSA Ltd as contemplated by Schedule 10;

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- 5.3.7 periodically review this Agreement and operations under it, in order to evaluate whether this Agreement meets the DCUSA Objectives, and report to the Parties on the outcome of each such review;
- 5.3.8 at the written request of the Authority, undertake a review in accordance with Clause 5.3.7 in respect of such parts of this Agreement as the Authority may specify;
- 5.3.9 procure the creation, hosting and maintenance of the Website, which the Panel shall endeavour to ensure complies with the requirements of Schedule 14;
- 5.3.10 make an accurate and up-to-date copy of this Agreement available on the Website in accordance with Schedule 14, and arrange (in return for a charge not exceeding the reasonable cost of so doing) for an accurate and up-to-date copy of this Agreement to be supplied to any person requesting a copy of the same;
- 5.3.11 at the written request of the Authority, collect and provide to the Authority (or publish in such manner as the Authority may direct) such information regarding the operation of this Agreement as the Authority may reasonably request (and each Party shall provide to the Panel such information as the Panel reasonably requires in order to enable the Panel to comply with any such request of the Authority);
- 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;
- 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).

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

### Schedule 23 Appendix 7

- 1.2 where the customer permits an audit of appliances, then this method may be used. Standard consumption figures should be applied, concentrating on the major appliances which the customer admits to using or have obviously been in use. ~~An example assessment calculator is set out below.~~ DCUSA Parties will use the Theft Assessment Calculator as defined in DCUSA Clause 1.1. Account should be taken of valid input from the customer to assess whether some scaling of the figures might be appropriate;