

**Legal Drafting – DCP 195A**

**Section 1A – Definitions**

Add the following definitions to Clause 1 (Definitions):

**Category A Situation** means a situation in which the Company’s Electric Lines or Electrical Plant does (or is likely to) pose a danger, including danger of death of or injury to persons and/or danger of damage to or destruction of property.

**Category B Situation** means a situation in which the condition of the Company’s Electric Lines or Electrical Plant prevents metering work from being carried out or prevents a meter from being exchanged but where the situation is not a Category A Situation.

**Category C Situation** means an issue with the Company’s Electric Lines or Electrical Plant that is neither a Category A Situation nor a Category B Situation.

**Prescribed Period** means, in respect of each of relevant activities described in Clause 30.5A or 30.5B, the period for performance of that activity set out in Part 1 of Schedule [x]<sup>1</sup>.

**Safe** means a situation in which the Company’s Electric Lines or Electrical Plant does not pose a danger, including danger of death of or injury to persons and/or danger of damage to or destruction of property.

**Service Level** means the Company performing its obligations under Clause 30.5A.2, 30.5A.4 and 30.5B.2 in accordance with the requirements of those Clauses.

**Smart Meter** means, for any Quarter, the forecast of smart meter

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<sup>1</sup> To be updated on implementation (here and throughout document) to refer to the new schedule proposed as part of this Change Proposal, using the first available schedule number.

**Installation Forecast** installations provided by a Supplier Party pursuant to part 4 of Schedule [x] during the fifth Quarter preceding that Quarter.

**Working Hours** has the meaning given to that term in the Electricity (Standards of Performance) Regulations 2010.

**Amend clause 30.5 (Dangerous Incidents) as follows:**

**Dangerous Incidents and Damage**

30.5 Where the User or its agent or any Relevant Exempt Supplier receives a report or enquiry from any person about any matter or incident that does or is likely to:

30.5.1 cause danger or require urgent attention in relation to the supply or distribution of electricity in the Company's Distribution Services Area through the Distribution System; or

30.5.2 affect the maintenance of the security, availability and quality of service of the Distribution System,

the User shall notify the Company of such report or enquiry in a prompt and appropriate manner having regard to the nature of the incident to which the report relates. ~~The User shall notify the Company by telephone or post using the telephone number and postal address identified in the Company's Security and Safety of Supplies Statement or such other telephone number as may from time to time be notified in writing by the Company.~~ Where the User does not hold a Supply Licence (or to the extent the User does not discharge its obligation under Condition 20 of its Supply Licence) the User shall notify the Company of reports received from Connectees in accordance with this Clause 30.5. Where the User is a Supplier Party, it shall meet its obligations under this Clause 30.5 (insofar as relating to Category A Situations, Category B Situations and Category C Situations) by complying with Clauses 30.5A to 30.5F below. Such Clauses shall not

apply where the User is not a Supplier Party.

30.5A.1 Where the User (or its contractors or agents or any Relevant Exempt Supplier) receives a report or enquiry from any person about any matter or incident that does or is likely to cause danger or require urgent attention in relation to the supply or distribution of electricity through the Distribution System (including a Category A Situation), then the User shall ensure that the Company is notified of such report or enquiry by telephone in a prompt and appropriate manner having regard to the nature of the incident to which the report relates. The User shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule [x].

30.5A.2 Subject to Clause 30.5D, on receipt of a telephone call in accordance with Clause 30.5A.1, the Company will send an appropriate person to the affected Premises within the Prescribed Period. If the report is received outside of Working Hours the report will be deemed to have been received at the commencement of the next period of Working Hours.

30.5A.3 Where an appropriate person is unable to attend the affected Premises on behalf of the Company within the Prescribed Period for a Category A Situation, then (as soon as reasonably practicable after becoming aware that this is the case, and where the Company has contact details) the Company will telephone the User's Meter Operator Agent to inform the agent when an appropriate person will attend the Premises on the Company's behalf.

30.5A.4 Subject to Clause 30.5D, if the Company is unable to remedy the situation during the initial visit to the affected Premises (as described in Clause 30.5A.2), then the Category A Situation will be made Safe, and the Company will:

- (a) within the Prescribed Period, agree an appointment date with the Connectee to re-visit the Premises to remedy the residual situation;
- (b) ensure that the date of such appointment is within the Prescribed Period; and

(c) attend the Premises on the agreed appointment date and remedy the residual situation (such that no Category A Situation or Category B Situation is affecting the Premises).

30.5B.1 Where the User (or its contractors or agents or any Relevant Exempt Supplier) receives a report or enquiry from any person about any matter or incident that is a Category B Situation, then the User shall ensure that the Company is notified of such report or enquiry using the Data Transfer Network (data flow D0135), or such other means as is agreed between the Company and the User, within 5 Working Days after receipt of such report or enquiry. The User shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule [x], and (where the User has the Connectee's permission to do so) contact details for the Connectee.

30.5B.2 Subject to Clause 30.5D, on receipt of a notification in accordance with Clause 30.5B.1, the Company will, where contact details have been provided in the notification:

(a) within the Prescribed Period, contact the Connectee and agree an appointment date to visit the Connectee to remedy the Category B Situation; and

(b) ensure that the date of such appointment is within the Prescribed Period; and

(c) attend the Premises on the agreed appointment date and remedy the Category B Situation (such that no Category A Situation or Category B Situation is affecting the Premises). In the event that the situation cannot be remedied on the first visit a further appointment will be booked to remedy the situation as soon as reasonably practicable.

30.5B.3 On receipt of a notification in accordance with Clause 30.5B.1, where contact details have not been provided in the notification and the Connectee's contact details are not listed in the Company's Priority Services Register (as defined in the Distribution Licences), the Company may reject

the notification. If the notification is not so rejected the Company shall be deemed to have met the Service Level for Clause 30.5B.2.

30.5C.1 Where the User (or its contractors or agents or any Relevant Exempt Supplier) receives a report or enquiry from any person about any matter or incident that is a Category C Situation, then the User shall ensure that the Company is notified of such report or enquiry using the Data Transfer Network (data flow D0135) within 10 Working Days after receipt of such report or enquiry. The User shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule [x].

30.5D.1 The obligations of the Company that are subject to the Service Levels shall only apply with effect from the date 12 months after the date referred to in Section 30.5F.2.

30.5D.2 The obligations of the Company that are subject to the Service Levels shall be construed as obligations to use reasonable endeavours to comply with each Service Level on 90% of occasions within each Quarter; provided that (where the Company is a DNO Party) if the sum of the notified Category A Situations and Category B Situations during that Quarter across all Supplier Parties in respect of the Company's Distribution Services Area, exceeds 2% of the aggregate Smart Meter Installation Forecasts across all Supplier Parties in respect of that Quarter and the Company's Distribution Services Area, then the Company shall be released from its obligation to use reasonable endeavours to meet the Service Levels for obligations beyond that 2% level.

30.5D.3 Where the Company has visited the affected Premises on the date agreed with the Connectee (pursuant to Clause 30.5A.4 or 30.5B.2), but has been unable to gain access to the Premises, the Company will:

(a) be deemed to have met the Service Level for Clause 30.5A.4(c) or 30.5B.2(c) (as applicable);

(b) (only where this is the first agreed appointment) contact the Connectee and agree an alternative appointment to visit the

Connectee, and Clause 30.5A.4 or 30.5B.2 (as applicable) will apply as if the telephone call or the notification (as applicable) referred to in those Clauses had been received on the date of the Company's visit to the affected Premises; and.

(c) (where this is the second agreed appointment) notify the User and the Meter Operator Agent via the Data Transfer Network (data flow D0126).

30.5D.4 Where the Company and the Connectee are unable to agree an appointment date that falls within the Prescribed Period for Clauses 30.5A.4(b) or 30.5B.2(b), but they are able to agree one outside of that period, then the Company be deemed to have met the Service Level.

30.5D.5 Where the Company has used reasonable endeavours to agree an appointment for a Category B Situation and has been unable to agree one, then the Company will be deemed to have met the Service Level for Clause 30.5B.2(a). In such circumstances, the Company shall notify the User and the Meter Operator Agent via the Data Transfer Network (data flow D0126).

30.5D.6 Where the Company is an IDNO Party, it shall be released from its obligation to meet the Service Levels within a Distribution Service Area if the DNO Party for that Distribution Services Area has been released from its obligation under Clause 30.5D.2.

30.5D.7 For the avoidance of doubt, the Company will be deemed to have met the obligations that are subject to the Service Levels where it meets its obligations under 30.5D.2 (or where it is deemed to have met a Service Level, or is released from its obligations, under this Clause 30.5D).

30.5E.1 Where the Company has not met the Service Level for a Category A Situation or Category B Situation, the Company shall give priority to the resolution of this situation over others notified under Clause 30.5B.

30.5E.2 On completion of work to remedy a Category A Situation or a Category B

Situation, the Company shall notify the User and the User's Meter Operator Agent using the Data Transfer Network (data flow D0126), and shall specify in such notification the Company's view of the correct asset condition code (as set out in Part 2 of Schedule [x]).

30.5E.3 Where the Company believes that the User or the User's Meter Operator Agent has misreported an asset condition code (as set out in Part 2 of Schedule [x]) the Company shall notify the User and the Meter Operator Agent.

30.5E.4 On or after 1 April 2015, where situations reported by the User (or its Meter Operator Agent) to the Company specify an asset condition code (as set out in Part 2 of Schedule [x]) which indicates a more serious situation than is actually the case, then the Company shall be entitled to levy Transactional Charges in accordance with the Relevant Charging Statement.

30.5E.5 With effect from 27 February 2015 (or, where that is not reasonably practicable, as soon as reasonably practicable thereafter, and in any event from 1 June 2015), the Company will notify the User and the Meter Operator Agent of the appointment date agreed with each Connectee pursuant to Clause 30.5A.4 or 30.5B.2 within 5 Working Days after its agreement (such notification to be provided via the relevant Data Transfer Network flow). Any cancellation and or subsequent re-booking of an appointment date shall be notified by the same means and in the same timescales.

30.5F.1 Starting with the Quarter commencing on [y]<sup>2</sup>, the Company will produce a report in accordance with Part 3 of Schedule [x] for its Distribution Services Area, and in respect of each Quarter. The Company will send that report to the User within 55 Working Days after the end of that Quarter.

30.5F.2 Starting with the Quarter commencing on [y]<sup>3</sup>, the User will, 15 Working Days in advance of the start of each Quarter, produce and send to the

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<sup>2</sup> Date to be included on implementation to refer to the start of the first Quarter occurring at least 6 months after Ofgem's approval of this Change Proposal.

<sup>3</sup> Same date as above.

Company a report in accordance with Part 4 of Schedule [x] for that Quarter and the subsequent periods required in accordance with the specified template.

**Amend Clauses 30.9 and 30.10**

**~~Damage or~~ Interference**

- 30.9 Where the User holds a Supply Licence, the User shall (and shall ensure that its contractors and agents shall) in a prompt and appropriate manner having regard to the nature of the incident, inform the Company where the User has (or in the case of the User's contractors and agents, such contractors and agents have) reason to believe: ~~30.9.1 that there has been damage to the Electrical Plant or Electric Lines owned by the Company; or 30.9.2~~ that there has been interference with any metering equipment at an Entry Point or an Exit Point on the Company's Distribution System that has prevented such metering equipment from correctly registering the quantity of electricity supplied, unless the User believes that the ~~damage or~~ interference was caused by the Company.
- 30.10 Where the User has reason to believe that any ~~damage or~~ interference reported by it (or by its contractors or agents) under Clause 30.9, or any incident reported to the User by the Company in accordance with paragraph 2 of Condition 27 of the Distribution Licence, has been caused by a criminal act it shall provide the Company with such information as is reasonably required for investigating the incident and resolving any safety concerns arising out of it.

**Insert as new Schedule [x]:**

**Service Levels for Resolving Network Operational Issues and Associated Reporting Requirements**

**Part 1 - Prescribed Periods**

**1. Prescribed Periods**

<b>Clause</b>	<b>Prescribed Period</b>
<b>Category A</b>	
30.5A.2	3 hours if the notification is received within Working Hours on a Working Day and within 4 hours if the report is within Working Hours on another day
30.5A.4(a)	10 Working Days after the notification
30.5A.4(b)	40 Working Days after the notification
<b>Category B</b>	
30.5B.2(a)	10 Working Days after receipt of the D0135 data flow
30.5B.2(b)	40 Working Days after receipt of the D0135 data flow

**Part 2 - Asset condition codes**

**2. Asset Condition Codes**

2.1 The codes to be used are those defined by reference to the Data Transfer Catalogue Data Item J1824 “Asset Condition Code” governed under the Master Registration Agreement (MRA).

2.1.1 The asset condition codes for Category A Situations are referenced in the

MRA with the prefix “A”

2.1.2 The asset condition codes for Category B Situations are referenced in the MRA with the prefix “B”

2.1.3 The asset condition codes for Category C Situations are referenced in the MRA with the prefix “C”

### **Part 3 – Reporting Requirements on the Company**

#### **3. Company Reporting Requirements**

3.1 The Company shall produce a report for the User in accordance with Clause 30.5F.1. The report shall be sent to the notice address notified to the Company for the purpose of this Paragraph 3.1 (or, in the event of no alternative contact being provided, the User’s Contract Manager).

3.2 The report will detail the following in respect of incidents notified to the Company during the Quarter being reported:

(a) The number of Category A Situations:

- i. for which the Service Level under Clause 30.5A.2 is met; and
- ii. the number of Category A Situations reported.

(b) The number of Category A Situations:

- i. for which the Service Level under Clause 30.5A.4(a) is met; and
- ii. the number of Category A Situations requiring a second visit.

(c) The number of Category A Situations:

- i. for which the Service Level under Clause 30.5A.4(c) is met; and
- ii. the number of Category A Situations reported.

(d) The number of Category B Situations:

- i. for which the Service Level under Clause 30.5B.2(a) is met; and

ii. the number of Category B Situations reported.

(e) The number of Category B Situations:

i. for which the Service Level under Clause 30.5B.2(c) is met; and

ii. the number of Category B Situations reported.

(f) The number of situations:

i. reported as Category A where the category found is Category B or Category C

ii. reported as Category B where the category found is Category A or Category C.

(g) The number of times in each Quarter that the Company has gone out to a perceived distribution fault at a Premises within a month of a smart meter being installed at the Premises and the fault is with the meter or the meter installation.

(h) Additional information relevant to the report. This might include information on Force Majeure events and notification that the Company is released from its obligation, or deemed, to have met the Service Levels in accordance with Clause 30.5D.

3.3 To provide this information the Company shall populate a table for the User in the form of the following:

Year and Quarter:				
Distributor Party:				
<b>Category A Situations Attended</b> <i>[The descriptions in this column are for information. The full descriptions are set out in the relevant paragraphs of the DCUSA schedule.]</i>				
(a)(i) The number of Category A Situations attended within 3 hours if the report is received within Working Hours on a Working Day and within 4 hours if the report is within Working				

Hours on another day.				
(a)(ii) The number of Category A Situations reported to the Distributor.				
Percentage of Category A situations attended in accordance with the Service Level, calculated as: (a)(i) as a percentage of (a)(ii)				
<b>Category A Situation Appointments</b>				
(b)(i) The number of Category A Situation Connectee agreed appointments (applies only where the situation cannot be resolved on the first visit) made within ten Working Days of notification of the situation or failed to be agreed having made reasonable endeavours to do so.				
(b)(ii) The number of Category A Situations where a subsequent additional site visit was required				
Percentage of Category A situation appointments made in accordance with the Service Level, calculated as: (b)(i) as a percentage of (b)(ii)				
<b>Category A Situations</b>				
(c)(i) The number of Category A Situations remedied within 40 Working Days of notification being received or where access was refused on attending site or where no appointment was agreed having made reasonable endeavours or where the agreed appointment was later than 40 Working Days				
(c)(ii) The number of Category A Situations reported.				
Percentage of Category A situations remedied within the Service Level, calculated as: (c)(i) as a percentage of (c)(ii)				
<b>Category B Situation Appointments</b>				
(d)(i) The number of Category B Situation Connectee agreed appointments made within ten Working Days of notification of the situation or failed to be agreed having made reasonable endeavours to do so.				
(d)(ii) The number of Category B Situations				

reported to the Distributor.				
Percentage of Category B situation appointments made in accordance with the Service Level, calculated as: (d)(i) as a percentage of (d)(ii)				
<b>Category B Situations</b>				
(e)(i) The number of Category B Situations remedied within 40 Working Days of notification being received or where access was refused on attending site or where no appointment was agreed having made reasonable endeavours or where the agreed appointment was later than 40 Working Days				
(e)(ii) The number of Category B Situations reported to the Distributor.				
Percentage of Category B situations remedied within the Service Level, calculated as: (e)(i) as a percentage of (e)(ii)				
<b>Incorrect Categorisation</b>				
(f)(i) The number of situations reported as Category A where the category found is Category B or Category C				
(f)(ii) The number of situations reported as Category B where the category found is Category A or Category C.				
<b>Smart Meter Faults</b>				
(g) The number of times in each Quarter that the Company has gone out to a perceived distribution fault at a Premises within three month of a smart meter being installed at the Premises and the fault is with the meter or the meter installation.				
<b>Additional Information</b>				
(h) Additional information relevant to the report. This might include information on Force Majeure events and notification that the Company is released from its obligation to have met the Service Levels in accordance with Clause 30.5D.				

#### **Part 4 - Supplier Reporting Requirements**

##### **4. User Smart Meter Installation Forecast Reporting**

- 4.1 The report shall be produced and sent in accordance with Clause 30.5F.2, and shall provide the User's latest best estimate forecast of electricity smart meter installation by Distribution Services Area postcode area and outcode. The User shall produce one report for all Supplier Parties within a Group.
- 4.2 To provide this information the User shall populate the 'Smart Meter Installation Forecast' template as published on the Website. This template will take the form of the table below. The report shall be sent to the notice address notified to the User for such purposes (or, in the event of no alternative contact being provided, the Company's Contract Manager).
- 4.3 The User shall apply appropriate diligence to ensure that the Smart Meter Installation Forecast is produced in accordance with Good Industry Practice, and is consistent with other smart meter roll-out forecasts provided to the Secretary of State and/or the Authority.



