

SPAA and DCUSA TRAS Implementation CPs Consultation Responses with Working Group Comments

Company	Confidential/ Anonymous	1. Do you understand the intent of the CP?	Working Group Comments
Haven Power Ltd	Non-confidential	Yes	No comment
EDF Energy	Non-confidential	Yes	No comment
SP Distribution / SP Manweb	Non-confidential	Yes, the intent of the Modification is clear in its effort to assign an obligation on Suppliers to identify Theft, and to allow for this to be included in a new DCUSA Schedule.	No comment
UK Power Networks	Non-confidential	Yes	No comment
Corona Energy	Non-confidential	Yes.	No comment
Total Gas & Power Ltd	Non-confidential	Yes	No comment
Opus Energy Ltd	Non-confidential	Yes.	No comment
SSE Supply	Non-confidential	<p>We believe we understand the intent of the CP. We recognise that it is required in order to allow contract signature with the relevant service provider. With that in mind we would like to see the CP split into 2 change proposals.</p> <p>One part should be to incorporate the TRAS commercial requirements into DCUSA and SPAA, thereby allowing contract signature with the TRAS service provider. The second part should focus on the specific data requirements, the data that would be needed by the service provider as we believe that the data</p>	Discussed removing the data items and progressing these as a separate CP at the meeting on 19 March. Agreed that Parties would not support the CP without having visibility of the required data items.

		requirements as specified are not explicit enough. We would expect to have clarifying discussions with the service provider or further analysis to determine the exact delivery requirements internally. We would not wish to delay contract sign off as a result of these discussions. Nor would we wish to be bound on any data items because they were not given sufficient consideration.	
First Utility Limited	Non-confidential	Yes.	No comment
British Gas	Non-confidential	<p>We understand the intent of the CP is to enable Suppliers to meet their Licence condition relating to the Theft Arrangement. Whilst we fully support the intent of the CP we are concerned at the scale of the solution being proposed by the potential TRAS Provider. We are mindful that The Theft Direction issued by The Authority on 10th July 2014 includes the following requirement within Part B, 5 (a) <i>'the development, operation and maintenance of an efficient, economical and coordinated Theft Arrangement'</i>.</p> <p>In order to ensure an efficient and economical that does not onerously impact consumers, we believe a more phased implementation approach should be adopted rather than attempting to implement a service applicable to all 60 million gas and electricity meter points from day one of the service. This would deliver a controlled start-up and ensure Suppliers are not swamped with potential leads which it would not be feasible to visit and investigate in the first months of the service.</p>	Discussed phased start up at the meeting on 7 April and agreed that a reduced set of data items should be submitted in the initial phase. The rest of the required data items would be provided with the monthly ongoing data feeds in November 2015.
Gazprom	Non-confidential	Yes	No comment

Company	Confidential/ Anonymous	2. Do you agree that the TRAS Provider responsibilities as set out in the legal drafting allow you to meet your TRAS related Licence obligations. If no, please provide your detailed rationale?	Working Group Comments
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Haven Power Ltd	Non-confidential		No comment
EDF Energy	Non-confidential	Yes	No comment
SP Distribution / SP Manweb	Non-confidential	N/A – There are no obligations assigned to DNOs in this CP, however in reviewing the legal drafting we believe that the text is clear in the assigning of responsibilities to the relevant parties	No comment
UK Power Networks	Non-confidential	N/A	No comment
Corona Energy	Non-confidential	See q9	Covered under legal drafting comments
Total Gas & Power Ltd	Non-confidential	yes	No comment
Opus Energy Ltd	Non-confidential	Yes, however we have serious concerns in regards to the supplier provided data referred to in the supplier responsibilities. We are unable to understand the benefit of the requirement to provide such an unprecedented volume of data on such a frequent basis, and we feel this requirement is inappropriate, unmanageable and unjustified.	Covered under supplier data comments
SSE Supply	Non-confidential	We believe that the legal drafting does allow SSE to meet its TRAS related licence conditions. However the drafting does not allow TRAS information to be passed to transporters and distributors contrary to the Direction (clauses 7 c, d and e) issued by Ofgem. However these matters can be remedied at a later date and should not be a reason to impact the current plan. The currently planned arrangements do not foresee a direct relationship between transporters and	Noted

		distributors aside from reporting safety issues to the emergency line.	
First Utility Limited	Non-confidential	Yes.	No comment
British Gas	Non-confidential	<p>This is difficult to judge given the limited amount of detail set out in Appendix 1. The legal drafting as set out in Appendix 1 to Schedule 34 only includes a subset of the Licence obligations and Direction. As Suppliers will not have visibility of the details included in the “TRAS contract” we suggest that this Appendix should be made more reflective of the obligations on Suppliers included in the Direction issued by the Authority 10th July 2014.</p> <p>We have concerns relating to the solution being proposed by the TRAS Provider. We already know that Ofgem and DECC are placing high security provisions on Smart Metering infrastructure to avoid the DCC being the single point of failure. The method the TRAS Provider has proposed will mean the creation of a point of vulnerability for the entire UK population of commercially sensitive data. Utility data is used for a lot of identity verification. Providing a TRAS provider with the view of the entire UK pool of meter data and customer date of birth and address has a high data leakage security risk.</p> <p>We suggest that the provision of customer data to the TRAS should be more proportionate in both scope and volume enabling focussed data analysis to take place. Suppliers should not be required to extract and provide any more data than is absolutely necessary. Further, it is essential that Suppliers are provided with a sufficient degree of comfort that all data will be kept secure when stored, utilised and transmitted by the TRAS provider as required by Principle 3 of the Data Protection Act 1998 – Data must be relevant and not excessive for the purpose of the processing.</p> <p>Under DPA Principle 7: Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. As this is</p>	Visibility of the TRAS Contract provisions should help.

		<p>being procured on our behalf by the DCUSA and SPAA Boards we do not have visibility of how this obligation is being discharged.</p> <p>It is also noted that elements of the processing to be undertaken by the TRAS Provider are that of a Data Processor acting on behalf of the individual suppliers. This needs to be recognised with the proposed agreements and the DPA (contractual) obligations between the Controller and Processor flowed down through DCUSA and SPAA accordingly.</p>	
Gazprom	Non-confidential	Yes	No comment

Company	Confidential/ Anonymous	3. Do you have any concerns regarding the 30 June 2015 deadline for the initial submission of historic Supplier Data and/or theft investigation data?	Working Group Comments
Haven Power Ltd	Non-confidential	Yes, suppliers will have a narrow window to submit this data and as a consequence there will be no time for this data to be validated or cleansed in any way. We believe that this will result in a greater number of erroneous leads from the TRAS in the initial phase.	Phased implementation approach discussed at the meeting on 7 April. The group agreed that a reduced set of data items should be submitted in the initial phase. The rest of the required data items would be provided with the monthly ongoing data feeds in November 2015.
EDF Energy	Non-confidential	<p>Yes. We have a number of concerns with the proposed 30 June deadline. In particular:</p> <ul style="list-style-type: none"> System changes are likely to be required in order to extract and send certain data items. 	The requirement to implement a TRAS by February 2016 is a Supply Licence obligation. Whilst the group acknowledged that there are a number of other industry projects being implemented at the same

		<ul style="list-style-type: none"> • Whilst we recognise the need for fast track change, the lead time is significantly shorter than the minimum of 6 months that is normally provided for industry changes that require system development. • We would like to further understand the rationale for the end of June deadline and exactly why it is needed? • We would be keen to understand whether the TRAS service provider actually requires a full set of industry data from June in order to commence its own development? • We have attached our comments on the individual data items as an appendix to this response, but assuming other parties will have similar comments, there will only be a very short timeframe to address these comments and provide certainty around data requirements. <p>We feel that the end of August would be a more achievable target date for the first drop of data</p>	<p>time, data must be provided to the TRAS Provider to enable system development.</p> <p>Phased implementation approach was discussed at the meeting on 7 April. The group agreed that a reduced set of data items should be submitted in the initial phase. The rest of the required data items would be provided with the monthly ongoing data feeds in November 2015.</p> <p>Following the data workshops Suppliers were asked to confirm their ability to deliver the reduced data set by June 2015. Based on the responses received, the group agreed that the delivery date for the initial data set should be between 30 June 2015 and 31 July 2015, with the ongoing monthly data being submitted from November 2015.</p>
SP Distribution / SP Manweb	Non-confidential	Comments: The initial deadline submission date would appear to be feasible given the full support from suppliers to DCP 201. We assume Suppliers will have been working towards delivering this information to allow this CP and the solution to progress.	No comment
UK Power Networks	Non-confidential	N/A	No comment
Corona Energy	Non-confidential	Yes. Considering the fact that the TRAS will not commence full operations until 29 February 2016, it seems excessive that the information must be provided by the end of June 2015. As SPAA/DCUSA will be aware the industry is going	The requirement to implement a TRAS by February 2016 is a Supply Licence obligation. Whilst the group acknowledged

		<p>through an unprecedented level of change and in addition the number and extent of information requests from the regulator and government is at record high.</p> <p>Considering that the actual information to be required has not been finalised (and we note that it is still subject to consultation and therefore change) it has not been possible to commence detailed system build until the new schedule is approved and incorporated into SPAA. Considering this short lead time (six weeks from implementation until delivery) under normal circumstance meeting the 30th June date would be challenging. Considering the resource requirements currently being asked of small suppliers it will be near-impossible.</p> <p>In order to ensure a robust solution can be developed in time, it will be necessary to delay the provision of data to the TRAS as much as possible. We suggest that the end of September would give enough time for the TRAS to commence work by the end of February 2016.</p>	<p>that there are a number of other industry projects being implemented at the same time, data must be provided to the TRAS Provider to enable system development.</p> <p>Following the data workshops Suppliers were asked to confirm their ability to deliver the reduced data set by June 2015. Based on the responses received, the group agreed that the delivery date for the initial data set should be between 30 June 2015 and 31 July 2015, with the ongoing monthly data being submitted from November 2015.</p>
Total Gas & Power Ltd	Non-confidential	<p>Yes, TGP has very significant concerns. TGP does not believe this is realistic or indeed necessary. There is a large amount of data that has been proposed as necessary and a significant amount of IT development work is needed to build and automate the reports. This short notice data requirement has only recently been suggested and there has been no rationale provided as to why the TRAS provider needs this data so far in advance of the 2016 service start date, and indeed before having their IT system built to store and begin the analysis. The proposed date of 20th June also coincides with the testing activities to support Project Nexus and UK link which means supplier IT and business resource will be fully occupied. Any further demands from industry changes such as this may impact the project Nexus implementation date. Provision of data from suppliers is not required until early 2016 and much closer to the implementation date. There are also other industry changes around that time relating to P272 half hourly settlement and meter point de-aggregation under a new requirement for single meter supply points.</p>	<p>A request for information (RFI) outlining the proposed data items was issued to all DCUSA parties on 3 June 2014 which sought feedback. This had previously been issued to SPAA parties in 2013 when the Ofgem direction only addressed gas.</p> <p>The requirement to implement a TRAS by February 2016 is a Supply Licence obligation. Whilst the group acknowledged that there are a number of other industry projects being implemented at the same time, data must be provided to the TRAS Provider to enable system development.</p>

Opus Energy Ltd	Non-confidential	<p>Yes.</p> <p>Assuming the contract is signed by the TRAS provider on 19 May 2015, this leaves a period of less than six weeks to agree and develop an acceptable format with the provider. Given the volume of information required, this may involve significant IT development to ensure accuracy. As such, we have considerable concerns about the deadline that has been proposed.</p> <p>On the same point, we disagree with the requirement to send data for our entire database of customers. There is also an issue for consideration in regards to the proposal to provide data for customers who have been supplied and then changed supplier - this will cause duplication in data submissions for the same sites by different suppliers which we believe is an unnecessary exercise.</p>	<p>Data workshops held to define the data items required. This has provided clarity on the requirement to produce historic data - Suppliers are only required to provide data items for a Supplier's current live portfolio.</p> <p>Phased implementation approach discussed at the meeting on 7 April. The group agreed that a reduced set of data items should be submitted in the initial phase. The rest of the required data items would be provided with the monthly ongoing data feeds in November 2015.</p> <p>Working group members agreed that reducing the size of the sample would not impact their ability to provide data and that it may be easier to provide data in relation to all supply points, rather than just a sample.</p>
SSE Supply	Non-confidential	<p>We are very concerned about the 30 June 2015 deadline. We have not been able to do a full impact assessment of the requirements during the consultation to fully understand when delivery will be possible for historical data. However we are aware that IT resource will be testing for the Gas Nexus delivery during June and this, along with other regulatory and code requirements will make delivery of this data extremely challenging.</p> <p>Internally providing historical rather than current data is also particularly</p>	<p>The requirement to implement a TRAS by February 2016 is a Supply Licence obligation. Whilst the group acknowledged that there are a number of other industry projects being implemented at the same time, data must be provided to the TRAS Provider to enable system development.</p>

		<p>challenging and this could impact our ability to provide data for first set up by this date.</p> <p>If amendments are required to general terms and conditions for customers to enable the release of data to the TRAS, this amendment may have to be executed to the release of any data.</p>	<p>Data workshops held to define the data items required. This has provided clarity on the requirement to produce historic data - Suppliers are only required to provide data items for a Supplier's current live portfolio.</p> <p>The group noted feedback from the preferred bidder that terms and conditions would not need to be in place prior to the initial data feed as data was being used in the development environment and not producing qualified outliers to be investigated by Suppliers. An extract from the preferred bidder's draft Privacy Impact Assessment states that ' <i>The 'Research' provisions of the Data Protection Act 1998 can be utilised by both the TRAS Provider and TRAS Members on the basis that information will be processed in a secure, controlled and non-live environment</i> '.</p> <p>A meeting will be convened with the preferred bidder to discuss data protection and security during the implementation phase. An invite will be sent to all SPAA and DCUSA Parties.</p>
First Utility Limited	Non-confidential	<p>We have concerns that the initial submission date might not allow enough time for suppliers to investigate, specify, write, check and test their data extracts to a sufficient level of accuracy. We have concerns that the quality of data provided into the TRAS might be poor and therefore the quality of lead data received from TRAS might be equally poor. This poor lead data could result in unnecessary</p>	<p>Following the data workshops Suppliers were asked to confirm their ability to deliver the reduced data set by June 2015. Based on the responses received, the group agreed that the delivery date for the</p>

		inefficiency within all supply businesses regardless of size, the cost of which would ultimately be borne by the consumer.	initial data set should be between 30 June 2015 and 31 July 2015, with the ongoing monthly data being submitted from November 2015.
British Gas	Non-confidential	<p>Whilst we understand that arrangements for go-live of the TRAS need to be established and understood, the potential TRAS provider should not be permitted to load the risk of their delivery upon Suppliers by stipulating unreasonable conditions in respect of 1) the scope of the data extract, 2) the resultant size of data extract and 3) the timing of the data extract.</p> <p>We should be mindful that Suppliers have a licence requirement to implement the TRAS arrangements by 29 February 2016, we therefore require a sensible plan to enable go-live in readiness for this date. This should include arrangements which will enable:</p> <ul style="list-style-type: none"> a) a soft-start, allowing Suppliers to ramp up over time the volume of leads they receive. b) an incremental approach to the provision of data to the TRAS, allowing initial small volumes to be provided for initial data analytical and testing purposes, potentially focussing upon high risk supply points. This approach will make the overall implementation plan more achievable for all parties and will ensure that the maximum value is delivered at the earliest opportunity. c) appropriate provision is included within the plan for the definition of security arrangements and appropriate testing and the proving of these requirements. <p>Suppliers have had a specific licence obligation to detect, investigate and prevent gas theft from January 2013 and electricity theft from July 2014. Therefore Suppliers should not be reliant on the TRAS for theft leads and we should ensure that all of the new arrangements are both efficient and economical.</p>	<p>Phased implementation approach discussed at the meeting on 7 April. The group agreed that a reduced set of data items should be submitted in the initial phase. The rest of the required data items would be provided with the monthly ongoing data feeds in November 2015.</p> <p>Working group members agreed that reducing the size of the sample would not impact their ability to provide data and that it may be easier to provide data in relation to all supply points, rather than just a sample.</p> <p>Data security and testing arrangements to be included in the TRAS Contract.</p> <p>The requirement to implement a TRAS by February 2016 is a Supply Licence obligation. Whilst the group acknowledged that there are a number of other industry projects being implemented at the same time, data must be provided to the TRAS Provider to enable system development.</p> <p>Following the data workshops Suppliers were asked to confirm their ability to</p>

		<p>We are therefore concerned with the proposed date of 30th June 2015 for initial data provision and believe this to be a totally unrealistic timescale to impose on the industry. This is particularly a concern when there are so many other critical IT resource intensive industry change projects scheduled to be delivered in quarter 3 and 4 this year impacting all Suppliers, for example Project Nexus and P272.</p> <p>Normal industry lead times for any system impacting change is at least six months from Authority consent and this requirement is considerably larger than most. It involves the transfer of truly enormous volumes of data (many terabytes as currently scoped) that demands the highest levels of data security due to its commercially and personally sensitive nature. Such data transfer arrangements cannot be established quickly or cheaply. If this change proposal is approved in May we currently would not expect to be in a position to send any data until November 2015 at the earliest.</p> <p>Regardless of the eventual scope of data provided to the TRAS, we require security reassurance from the DCUSA and SPAA Boards before we are obligated to commit to any discussion with the proposed vendor on the technical aspect of securing the transfer of data to the TRAS provider, its storage and use. There needs to be sufficient due diligence over data security in transit and data security at rest.</p> <p>We also require visibility of any data audit abilities included within the TRAS Service Provider contract to provide the necessary ongoing assurances.</p>	<p>deliver the reduced data set by June 2015. Based on the responses received, the group agreed that the delivery date for the initial data set should be between 30 June 2015 and 31 July 2015, with the ongoing monthly data being submitted from November 2015.</p> <p>Visibility of the TRAS Contract principles should help.</p>
Gazprom	Non-confidential	<p>The timeline for providing the historic data is constrained and falls at a time when resources will be focused on the implementation of Project Nexus. As such we would prefer the provision of such information to be deferred until as close</p>	<p>The requirement to implement a TRAS by February 2016 is a Supply Licence obligation. Whilst the group acknowledged that there are a number of other industry</p>

		the Go Live date of the service as possible.	<p>projects being implemented at the same time, data must be provided to the TRAS Provider to enable system development.</p> <p>Following the data workshops Suppliers were asked to confirm their ability to deliver the reduced data set by June 2015. Based on the responses received, the group agreed that the delivery date for the initial data set should be between 30 June 2015 and 31 July 2015, with the ongoing monthly data being submitted from November 2015.</p>
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Company	Confidential/ Anonymous	4. Do you have any comments regarding the specific data items that Suppliers are required to provide as set out in Appendix 2 of the legal drafting?	Working Group Comments
Haven Power Ltd	Non-confidential	<p>Yes. Last minute unbudgeted system change is expensive and unwelcome; Suppliers have already been placed under considerable pressure by the current pace of regulatory change.</p> <p>We have a general concern that although the required data items have not been assessed Suppliers will still be required to provide them. We understand that these items may be needed by TRAS, but this should have been assessed to give suppliers some advance notice of anything that could require a change to processes or systems. The principle agreed in 3.12 that suppliers <u>may</u> not have to provide data they do not have offers neither comfort nor any certainty that a supplier can work with, a supplier may have this data, but no easy way of extracting it.</p> <p>Smaller and Independent suppliers do not always have the resource to engage at</p>	<p>A request for information (RFI) outlining the proposed data items was issued to all DCUSA parties on 3 June 2014 which sought feedback. This had previously been issued to SPAA parties in 2013 when the Ofgem direction only addressed gas.</p> <p>Legal drafting amended to clarify that Suppliers should use all reasonable endeavours to provide the data listed in Appendix 2, where this is not stored in an appropriate format it does not need to be submitted.</p>

		<p>the same level as their larger counterparts and rely on working groups to assess the detail as industry representatives. In this case the lack of assessment could well result in suppliers incurring significant expense dropping in systems changes to an already congested timetable to accommodate providing some of this information.</p> <p>We have assumed that this question is actually referring to the Excel spreadsheet labelled as <i>“Appendix 1 to SPAA and DCUSA legal drafting”</i>.</p> <p>Line 37 asks for the Bill payer’s home telephone number; this should be changed to Bill payer’s telephone number as this will be filled in by both domestic and non-domestic suppliers. to be clarified with service provider</p> <p>Line 71 states that it wants the tariff name and a pricing table linking to the tariff name. Non domestic suppliers are not subject to the same restrictions as domestic suppliers where there are only four tariffs allowed (excluding any derogations a supplier may have), and are priced competitively on an individual basis rather than on a single uniform rate for that tariff. There may be certain characteristics in common (usually in relation to third party costs – e.g. whether these are passed through as they are, charged at a fixed rate for the life of the contract or covered to a certain threshold and then passed on) but unit rates and standing charges will vary for each customer and it is therefore not possible to link to a simple table. To be clarified with service provider - clear rationale needed.</p> <p>Line 85 of the commercial sheet is asking whether the site was vacant during the last billing cycle, we have taken this to mean where a site has been confirmed vacant by a tenant or the bill payer. We do not hold this information in our billing system. We are planning on investigating a change that would allow us to do this with our systems provider; but this has taken a back seat due to the need to prioritise system changes needed as a result of regulatory change in relation to EMR, RMR and now P272. We do not have any gaps in our change release programme for at least the next 18 months due to current regulatory change</p>	<p>It is referring to the spreadsheet which should be labelled Appendix 2.</p> <p>Line 37 - Addressed at the data workshops.</p> <p>Line 71 - Addressed at the data workshops – only Tariff Start Date used in residential and Current Contract Start Date in commercial</p> <p>Line 85 - Either this or if the Supplier holds anything else to indicate that the site was vacant. This has been categorised as preferable rather than mandatory.</p> <p>This has been changed to indicate that a customer is in a Dunning process (debt collection process)</p> <p>Line 39 - Very few Suppliers hold stolen meter data and those that do hold it do so in a variety of formats across a number of disparate systems. Additionally the way it is used has changed in recent years. It was agreed at the meeting on 7 April that the requirement to provide stolen meter data should be removed from the CP.</p>
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		<p>pressures having impacted our change release timetable.</p> <p>This is also the case for information asking for sites where an account is more than £100 in arrears for 90 days to be reported. We do not have a flag on our system that would enable us to easily do this so it would also need to be investigated as a systems change. To be discussed with Service Provider</p> <p>On the stolen meter data tab of the worksheet there is a field for date of theft (line 39) which is only allowing eight characters. Is this the date that the theft has been confirmed by revenue protection, or the date that the theft is thought to have first occurred?</p> <p>If it is the latter then we believe this field will need to accommodate a date range rather than a specific time. In many cases that have come to our attention it is not possible to narrow down a specific date when the theft is thought to have started, For example with cannabis farms at best you may get a date range of when it is possible that the tamper or the bypass could have happened, an accurate date is highly unlikely.</p>	
EDF Energy	Non-confidential	<p>Yes, we have attached comments on individual data items as an appendix to this response. In addition, we also had some further comments with regard to data provision:</p> <ul style="list-style-type: none"> • Providing separate data specifications for gas and electricity may make it easier for parties to determine what needs to be provided. • The rationale for inclusion of certain data items and how they aid theft detection is unclear. 	<p>Specific points regarding data items addressed at the data workshops.</p> <p>Phased implementation approach discussed at the meeting on 7 April. The group agreed that a reduced set of data items should be submitted in the initial phase. The rest of the required data items would be provided with the monthly</p>

		<ul style="list-style-type: none"> Should the data extract include half hourly and unmetered sites? It is not clear what the two “appropriate Schedule Processing Condition” columns relate to? Although we may hold data for some of these categories, it may be incomplete, missing or inaccurate if not part of core data required to serve customers. <p>Is there any option for provision of a “core” dataset with further data to follow if the TRAS service provider deems there to be a higher likelihood of theft?</p>	ongoing data feeds in November 2015.
SP Distribution / SP Manweb	Non-confidential	<p>We would suggest the inclusion of the UPRN in the data items. We believe that this will ensure a level of future proofing in the information that is being provided.</p> <p>We have reviewed the data currently provided on appendix 2 and it would appear to be consistent with the intention of the Change Proposal</p>	The group concluded that this was not appropriate as UPRN is not used consistently throughout the industry. UPRN could potentially be added at a later stage if it was deemed to be useful.
UK Power Networks	Non-confidential	These appear to be achievable but there is reference to the provision of Theft Lead information in the consultation and in the legal text that does not appear to be covered within the spreadsheet in Appendix 2 of the Legal Text.	Addressed in the data workshops.
Corona Energy	Non-confidential	<p>Yes. We have comments on two main areas:</p> <ul style="list-style-type: none"> Corona Energy, along with many other non-domestic focussed suppliers, does not offer tariffs to customers, but instead undertake bespoke pricing. We therefore would not be able to populate the section regarding tariffs. Considering the diversity of such products offerings in the non-domestic market we do not think this series of fields add much to the TRAS’s work and should be removed. 	Addressed in the data workshops.

		As above, we are concerned about the granularity of billing information required. This could potentially be a lot of work for Corona Energy.	
Total Gas & Power Ltd	Non-confidential	The very short consultation window has not provided enough time for analysis of the proposed data items.	A request for information (RFI) outlining the proposed data items was issued to all DCUSA parties on 3 June 2014 which sought feedback. This had previously been issued to SPAA parties in 2013 when the Ofgem direction only addressed gas.
Opus Energy Ltd	Non-confidential	There are several items that suppliers are required to provide to the TRAS provider which seem unduly onerous and unnecessary. We can appreciate that there are elements of data, such as those within the "Reference Block" and "Consumption Details" data blocks, which are necessary. However, there is little or no rationale for the amount of exceptional data required. In particular, the need to send Bill Payer Contact Details, Property Owner and Landlord Contact Details and the Date of Birth of tenants appears questionable as they will not be used to contact the end consumer as this falls outside of TRAS responsibilities. We feel providing the volume of data items requested for our entire portfolio, especially for the lead 30 June 2015 deadline, is wholly inappropriate for the TRAS provider to identify outlier's requiring investigation and places significant burden on suppliers.	Addressed in the data workshops.
SSE Supply	Non-confidential	We have not been able to do a full analysis in the consultation period, but crudely estimate that 60% of the data requested could be provided with a low impact. However the rest of the data may have to be sourced from spreadsheets or other manual sources or derived from other data items. Obtaining this data in an accurate and sustainable way is therefore likely to be challenging. Some data	Legal drafting amended to clarify that Suppliers should use all reasonable endeavours to provide the data listed in Appendix 2, where this is not stored in an appropriate format it does not need to be

		<p>items may have not been collected and these have not been fully identified.</p> <p>The legal drafting implies that the data on theft investigation outcomes must be input through the 'system provided for the purpose'. We understood that using this system was optional and again would be agreed by the supplier and the service provider.</p> <p>Appendix 2 does not provide sufficient detail of the data items required, but does go some way to assisting with data protection considerations. However it is not felt that these considerations are sufficient to be able to complete our own internal PIA in the level of detail required.</p> <p>We also believe that any data stored in free formatted character fields should be exempt, as although the data is collected, the data could not be automatically harvested and sent to data protection standards in terms of accuracy etc.. The current legal drafting implies that it should be provided.</p> <p>We note that if data is not stored there is no requirement to collect it subsequently.</p>	<p>submitted.</p> <p>Legal drafting amended to clarify that theft investigation feedback can be sent with the month data feeds, rather than through the system provided for the purpose.</p> <p>Data workshops held to define the data items required. There are no longer free format fields.</p>
First Utility Limited	Non-confidential	<p>We are broadly happy with the data items specified, we have some concern that the following data items could be difficult to justify from a privacy and data protection perspective (bearing in mind the totality of data being included):</p> <ul style="list-style-type: none"> • Customer Date of birth • Landlords Date of Birth • Arrears Flag status • Tariff Name • Tariff Start Date • Tariff End Date 	Specific points regarding data items addressed at the data workshops.
British Gas	Non-confidential	<p>We do not believe that the level of data being requested by the TRAS Service Provider is either proportionate or necessary to provide an economic and efficient TRAS service by 29th February 2016. To satisfy the requirements of the</p>	Phased implementation approach discussed at the meeting on 7 April. The group agreed that a reduced set of data

		<p>initial load of data alone would mean transferring some 500 Gbytes of data, which we estimate will take 120 hours over an appropriately secure 10Mbps communications link, something which we do not believe has been fully justified or is cost effective.</p> <p>Energy Suppliers need to be completely satisfied that the transfer and storage of their data is totally secure and cannot be lost or appropriated for other uses other than for provision of the TRAS service. Currently Energy Suppliers have no visibility of the Data Security provisions within the TRAS Service Provider's contract to provide the required assurance that these provisions are comprehensive.</p> <p>We would recommend that the TRAS Working Group reverts to the TRAS Service provider with a view to reducing the list of data items to the absolute minimum required to enable them to carry out the initial Peer Group Classification activity, as specified in Schedule 34. We would be willing to work directly with the TRAS Service Provider to agree a list of such data items which we could provide and the timeframes for this.</p> <p>We would also recommend the removal of Appendix 1 from the legal drafting of this change proposal for now, until such time that Suppliers can fully explore and agree the level of data which is absolutely required at the outset (for initial data analytics and testing) and what might be required over time as the service the TRAS provides evolves and increases in sophistication.</p> <p>As currently drafted, we are unable to support this change proposal whilst obligations to provide this level of data are included. Energy Suppliers are obligated by Licence to put in place a TRAS service by end Feb 2016 and will therefore have a natural incentive to work with the TRAS Provider to agree a set of data that is appropriate to the establishment of a functioning service from the deadline, however we expect the capability and output of the TRAS to evolve over time rather than necessarily being fully in place by day one i.e. no expectation that Suppliers will be overwhelmed with leads during March 2016.</p>	<p>items should be submitted in the initial phase. The rest of the required data items would be provided with the monthly ongoing data feeds in November 2015.</p> <p>Visibility of the TRAS Contract provisions should help.</p> <p>Discussed removing the data items and progressing these as a separate CP at the meeting on 19 March. Agreed that Parties would not support the CP without having visibility of the required data items.</p> <p>There will need to be a process for ongoing assessment of data items and this could fall under the governance of a TRAS Data sub-group. However, the establishment of a data sub group should not be specified within the CP.</p> <p>Concerns regarding data security and retention should be addressed with visibility of the TRAS Contract provisions.</p>
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		<p>We would suggest the establishment of a TRAS Data sub-group to agree, with the TRAS Service Provider, a reduced sample data subset which can be used to prove the value of the data to the TRAS solution. Further data items could be added, but only after their value to the TRAS solution has been proven. This approach would align with the licence requirement to ensure an economical and efficient solution.</p> <p>The TRAS Provider has not specified how long they intend to retain our data for. It should be noted that we do not hold information for more than 3 months once there has been a change of supplier or a home move. We need to understand the TRAS Provider's policy for data retention and deletion and ongoing responsibility for the data's security and accuracy.</p>	
Gazprom	Non-confidential	<p>The consultation window (2 weeks) does not provide a reasonable period for undertaking a detailed review of such a major change including legal drafting and the proposed Data Items in the spreadsheet.</p> <p>However our initial comments are as follows: -</p> <p>General</p> <p>A number of the information items are internal to a particular Supplier and it is unclear why this information would be needed by a third party to aid the detection of theft. It would be helpful if we could be provided with the specific justification for each data item requested to provide assurance/justification that only information that is absolutely necessary is being requested.</p> <p>It would be helpful to set out where a data request is specific to a particular fuel e.g. energization status is unique to the power market</p> <p>Review of Data Items in S/sheet</p> <p>What is the Supply Site ID? (Line 9) – need more information / description /</p>	<p>Specific issues with data items addressed at the data workshops.</p> <p>All SPAA and DCUSA parties were invited to attend data workshops and given additional time to consider the required data.</p>

		<p>justification</p> <p>What is the billing ID? (Line 10) - need more information / description / justification</p> <p>What is the customer ID? (Line 11) – need more information / description / justification</p> <p>Account Number (Line 13) – why is there an assumption that the account number is different for Gas & Power?</p> <p>Question: If we only have one data item that covers several of the requested data items do we duplicate it in our response e.g. Supply Site ID, Billing ID and Customer ID might be covered by what we call our Customer ID so do we replicate it in all 3 fields?</p> <p>Meter Start Date (Line 15) – Shouldn't this be the MPAN/MPRN registration date? If it's the date that the meter was installed then this should be clarified</p> <p>Old Meter Serial Number (Line 16) – the assumption that the new meter is smart is erroneous it could be either Smart or Advanced. Is this populated if the MSN has changed since the last update?</p> <p>The Old Account Number (Line 17) – need more information / description / justification</p> <p>The reference to Old Customer Number (Line 18) should be Old Customer ID?</p> <p>Reference is made to the Metering Point Address (from Line 22) but I assume we mean the Site Address? – also note the number of lines of data needs to be conditional not mandatory as we won't necessarily hold 9 lines of address information</p> <p>The reference to email and supply site telephone number (Line 32 & 33) we</p>	
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		<p>assume this means we only provide if it's available?</p> <p>The Bill Payer (Line 35) then references Mailing Name / Address – should it not read Bill Payer Name/Address etc.</p> <p>As per previous note we don't hold 9 lines of address information so we assume it is conditional – we provide what we have?</p> <p>The Property Owner/ Landlord section (Line 50) then refers to Customer Name, Address etc. Presumably this should read Owner / Landlord Name etc. We don't hold information on the "Owner/Landlord" status. We assume this would be optional and based on if we have it?</p> <p>Should account start date (Line 64) not refer to the Contract Start Date?</p> <p>Date customer took responsibility for supply – is this the Contract Start Date?</p> <p>The arrears flag (Line 70) should this not refer to "account balance is more than £100 & more than 90 days in arrears)</p> <p>Register Number (Line 75) – we believe this is Power only</p> <p>Reference to tariff information (Line 71-73) – we don't operate tariffs</p> <p>In Consumption (Line 76-78) what is this? Is it the energy billed on latest invoice?</p> <p>Estimated annual consumption (Line 79, 80) is this the AQ for the MPRN/MPAN – these are non-domestic sites so what is relevance of weather normalisation? – is this power specific?</p> <p>Note for AQ (Line 81) is it the Rolling AQ that is requested?</p> <p>The reference to Latest (Line 82-84) does this mean last read used for billing, latest valid read loaded in system, latest read held in data base? Note for Gas we don't have a specific time</p>	
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		<p>The Vacant during last billing cycle – is this a simple Y/N, is this Power only?</p> <p>Under Meter details the Meter Make & type are combined – why is this as in Gas the Meter Make and Type are separate</p> <p>The Meter Inspection Date (Line 88) – is this the latest inspection date?</p>	
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Company	Confidential/ Anonymous	5. Do you have any comments regarding the proposed approach to agreeing file formats for the submission of the data that Suppliers are required to provide?	Working Group Comments
Haven Power Ltd	Non-confidential		No comment
EDF Energy	Non-confidential	<p>Yes. If we are to provide an initial extract of data in June then the timeframe for agreeing file formats for the submission of data is extremely short. Also, it isn't clear from the two change proposals what the mechanism for agreeing file formats will be or when this will take place.</p> <p>Suppliers will need sufficient lead time in order to define requirements and make changes to their own systems in order to deliver the reports.</p>	A programming manual will be produced by the TRAS Provider and this will sit outside the Codes. The TRAS Provider will work with Suppliers who cannot provide data in the preferred format.
SP Distribution / SP Manweb	Non-confidential	<p>We believe that there is further work to be carried out in this area, and that this will be decided between Suppliers and the TRAS Service Provider.</p> <p>We would however be interested to see how any information to the DNO is to be communicated, as there is no reference to this, we appreciate that this is not part of this Change Proposal, but it would be useful to have visibility of this</p>	The provision of information regarding suspected theft from the Supplier to the Distributor will continue as per the current business as usual process. The wording within the Ofgem TRAS Direction envisages a direct relationship between the TRAS Provider and Distributors. However, this was not included in the initial list of requirements for the TRAS, and is

			therefore not in the scope of the service being delivered in February 2016. The only communication between the TRAS Provider and Distributors will be in relation to Category A tip offs where safety issues have been highlighted. Other communication with Distributors could be added to the scope of the TRAS as an 'additional service' at a later stage.
UK Power Networks	Non-confidential	It appears to be a flexible approach but there is reference in the legal text to DCUSA Ltd having to obtain consent to changes to the file formats rather than such changes being agreed bi-laterally in the way the format was agreed originally.	Covered under comments to the legal drafting. The group agreed that SPAA and DCUSA should be involved in decisions regarding changes to formats as this may incur costs.
Corona Energy	Non-confidential	We have no comments in this area	No comment
Total Gas & Power Ltd	Non-confidential	TGP appreciates the degree of flexibility (data availability and format submission) and the fact that if suppliers do not hold the requested information on their IT systems then this data does not have to be provided.	No comment
Opus Energy Ltd	Non-confidential	We disagree with the proposed approach, as given the relatively short submission deadline, it will only serve to reduce the time to prepare and submit the data required. As touched upon in our answer to Q3, there is less than six weeks to gather an enormous volume of data and if the date remains unchanged, using this time to agree the file format will waste valuable time which could be better utilised in ensuring the reliability of our data.	The preferred bidder has already started working with Suppliers to refine the data items and produce a programming manual which will sit outside the Codes. The TRAS Provider will work with Suppliers who cannot provide data in the preferred format.

SSE Supply	Non-confidential	<p>We support the approach taken by the CP which requires suppliers and the service provider to agree formats etc. to enable the transfer of data.</p> <p>However we are assuming that the service provider will only be able to discuss requirements with suppliers once the contract is signed and this will be too late for suppliers to agree and then meet the June delivery date for the historical data.</p>	The preferred bidder has already started working with Suppliers to refine the data items and produce a programming manual which will sit outside the Codes. The TRAS Provider will work with Suppliers who cannot provide data in the preferred format.
First Utility Limited	Non-confidential	No.	No comment
British Gas	Non-confidential	<p>The legal drafting obliges Suppliers to <i>'take all reasonable steps to agree with the TRAS Service Provider the specifications for the data files described in Appendix 2 in an agreed computer readable format'</i>. This provides a Supplier with some flexibility to agree the specification with the TRAS Provider.</p> <p>The amount of time required to agree how the initial data should be transferred (in addition to volume and security considerations) should not be underestimated. As stated earlier, the current quantity of initial data being requested will adversely affect our BAU batch window and operation. We believe it will require a project lead time of at least six months to put the process in place and set up the required technical and security policies.</p> <p>From an Information Security perspective, we would like to ensure that a cautious approach is undertaken and request that as part of the procurement process, visibility of evidence of the following items are provided:</p> <ul style="list-style-type: none"> a) SOC2 compliance b) ISO27001 compliance 	<p>The preferred bidder has already started working with Suppliers to refine the data items and produce a programming manual which will sit outside the Codes. The TRAS Provider will work with Suppliers who cannot provide data in the preferred format.</p> <p>Concerns regarding data security should be addressed with visibility of the TRAS Contract provisions. In addition a meeting will be convened with the preferred bidder to discuss data protection and security during the implementation phase. An invite will be sent to all SPAA and DCUSA Parties.</p>

		c) The establishment of a Risk Assessment Matrix and relevant controls	
Gazprom	Non-confidential	We welcome the approach to a flexible submission regime and our understanding is that the service provider will accommodate the receipt of information in a number of different formats	No comment

Company	Confidential/ Anonymous	6. Do you have any comments regarding the monthly/quarterly requirements to provide data to the TRAS Providers?	Working Group Comments
Haven Power Ltd	Non-confidential		No comment
EDF Energy	Non-confidential	<p>Yes whilst we believe that it will be possible to provide monthly / quarterly data extracts, there are still some further issues that will need to be addressed:</p> <ul style="list-style-type: none"> Given that much of the data being requested will be fairly static, would the TRAS Service Provider expect a full refresh of all data or only the data items where changes have occurred? Is there any scope to look at a mid month submission of data given the scale of information to be provided? Suppliers already have intensive data processing requirements at month start and month end. 	The group agreed that a full refresh of data should be required each month. A full refresh would be a more robust solution as it would be clear whether any fields had been intentionally left blank, and errors one month would be picked up in the full refresh in subsequent months. Legal drafting amended to require data to be submitted mid month.
SP Distribution / SP Manweb	Non-confidential	None identified. We believe that this should be no more onerous than the monthly reports	No comment
UK Power Networks	Non-confidential	These timescales seem appropriate to the data being provided in each case.	No comment

Corona Energy	Non-confidential	We have no comments in this area	No comment
Total Gas & Power Ltd	Non-confidential	TGP would appreciate more clarity on the monthly quarterly submissions in terms of whether this is simply an update against the master data set to accommodate data changes and change of supply only or whether this is a complete master submission each month?	The group agreed that a full refresh of data should be required each month. A full refresh would be a more robust solution as it would be clear whether any fields had been intentionally left blank, and errors one month would be picked up in the full refresh in subsequent months.
Opus Energy Ltd	Non-confidential	Given how resource-heavy the requirements will be, we would question the need to provide such a magnitude of information for the supplier data on a monthly basis. As we have mentioned in our response to Q4, this is an unprecedented amount of data to submit for all sites within our portfolio. We understand the data is required to build a picture of usage for all customers without significant gaps but we believe it would be more cost-effective on the supplier's behalf to do this on a less frequent basis. If all suppliers provide all customer supply records, this would produce billions of data items each month. We also have concerns about the security of the data and Data Protection Act risks and whether these risks have been taken fully into account throughout the proposals.	Monthly submission of data is required. Quarterly submission would be too infrequent and could miss multiple change of Suppliers instances.
SSE Supply	Non-confidential	Due to not completing full analysis we have not identified the best way to refresh the data and are unable to provide comments. However we would wish the process to be efficient and for there to be sufficient justification for the frequency of refreshes, particularly for information which rarely changes.	Noted
First Utility Limited	Non-confidential	We are neutral regarding the proposed data submission frequency.	No comment
British Gas	Non-confidential	A monthly delta refresh would be our preference as this will reduce the size of	The group agreed that a full refresh of data

		the data file. A precise definition of the delta needs to be agreed and controlled to minimise the impact on BAU processes and to ensure ongoing efficient and economical operation.	should be required each month. A full refresh would be a more robust solution as it would be clear whether any fields had been intentionally left blank, and errors one month would be picked up in the full refresh in subsequent months.
Gazprom	Non-confidential	It is unclear if the provision of updates relates to only those data items that have changed or if a full refresh of data is required	The group agreed that a full refresh of data should be required each month. A full refresh would be a more robust solution as it would be clear whether any fields had been intentionally left blank, and errors one month would be picked up in the full refresh in subsequent months.

Company	Confidential/ Anonymous	7. Do you have any comments regarding the requirements relating to the submission of theft information?	Working Group Comments
Haven Power Ltd	Non-confidential		No comment
EDF Energy	Non-confidential	<p>Yes, it is unclear what should actually provided and what is meant by submission of theft information.</p> <p>If the TRAS service provider requires both an extract of data relating to meters that the supplier knows to have been stolen as well as data relating to instances where theft has been identified at a customer premises over the past year, then this should be explicit within the respective Schedules.</p> <p>In addition, the “TRAS Investigation Results” section of the template would</p>	Theft investigation feedback data clarified at the data workshops.

		benefit from some further definition on specifically what information is required.	
SP Distribution / SP Manweb	Non-confidential	<p>We have no comments relating to the Supplier to TRAS Service Provider.</p> <p>However, Section 3 is unclear as to how any information will be provided from the Supplier to the Distributer in terms of leads that may assist in DNO in meeting Obligations. Clarity would be beneficial for all parties, if there is scope to utilise the template (or elements of) which will be provided to the TRAS Service Provider.</p>	<p>The provision of information regarding suspected theft from the Supplier to the Distributor will continue as per the current business as usual process. The wording within the Ofgem TRAS Direction envisages a direct relationship between the TRAS Provider and Distributors. However, this was not included in the initial list of requirements for the TRAS, and is therefore not in the scope of the service being delivered in February 2016. The only communication between the TRAS Provider and Distributors will be in relation to Category A tip offs where safety issues have been highlighted. Other communication with Distributors could be added to the scope of the TRAS as an 'additional service' at a later stage.</p>
UK Power Networks	Non-confidential	We agree that for the TRAS to be effective through continuous improvement, data concerning all theft investigations should be provided.	No comment
Corona Energy	Non-confidential	No.	No comment
Total Gas & Power Ltd	Non-confidential	Please see our response to question 3.	Covered above
Opus Energy	Non-confidential	Whilst we agree in principal with the requirement to submit theft information	Very few Suppliers hold stolen meter data

Ltd		with the intention of the provider maintaining a Stolen Meters register, there are certain data items that have been proposed as necessary but where we question the value. One example being the Bill Payer Contact Details. Any contact with the end consumer will remain the responsibility of the supplier rather than the TRAS provider so we fail to understand the rationale for why this item is required. Spending time obtaining data which will have no obvious use to the provider seems an inefficient use of supplier resource.	and those that do hold it do so in a variety of formats across a number of disparate systems. It was agreed at the meeting on 7 April that the requirement to provide stolen meter data should be removed from the CP.
SSE Supply	Non-confidential	Much of the data in this area is not stored in coded fields and is not in a manner which lends itself to computer analysis. SSE accepts the need for this data but may find the provision of historical data on theft information challenging due to the way it is stored.	Noted
First Utility Limited	Non-confidential	No.	No comment
British Gas	Non-confidential	<p>We need to ensure that all Suppliers have a specific obligation to provide all positive outcomes of theft investigations (found thefts) to the TRAS provider, irrespective of whether this resulted from a lead that came from the TRAS or was supplier-generated. It is essential that a common theft reporting method is established and utilised by all Suppliers, which includes a mandatory requirement to specify the source of the lead as being TRAS or non-TRAS. This will enable the TRAS to easily receive and process data relating to all found thefts and will also enable Suppliers to assess the ongoing effectiveness of the TRAS.</p> <p>The level of detail prescribed for feeding back theft investigation outcomes by the Supplier in Appendix 1 is insufficient and relates solely to TRAS provided leads. We would suggest that any standard template developed for reporting to the TRAS should contain the following attributes:</p> <p>Supplier identification No</p>	Theft investigation feedback data clarified at the data workshops.

		MPRN or MPAN TRAS identification No. (if appropriate) Lead Source (TRAS generated, or Supplier generated) – mandatory for all Customer name Customer address Date investigation closed Outcome of investigation (this could be unique codes to represent different scenarios such as “customer changed supplier” Type of theft Crime reference No Assessed start date for theft Assessed end date for theft Assessed losses (kWh’s) Security devices fitted Comments field For Outcome of Investigation codes we would suggest: <ul style="list-style-type: none"> Confirmed theft/Abstraction Strong probability that Theft/Abstraction is taking place but unable to prove Non illegal 	
Gazprom	Non-confidential	We are concerned that we are required to provide historic information, end of June 2015, ahead of normal operating from February 2016. This request will coincide with a very busy period of industry change and we would like to understand why this information is required so far in advance of the service going live.	Covered above.

Company	Confidential/ Anonymous	8. Do you have any comments on the proposed DCUSA legal text in attachment 2?	Legal comments	Working Group Comment
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Haven Power Ltd	Non-confidential	<p>Yes.</p> <p>We have concerns regarding the burden that Paragraph 8.9 places on small and independent suppliers and the fact that it does not take in to account that these Parties may either not have “suitably “qualified staff” to assist with the requirements definition, configuration or testing, or may not be able to provide them in numbers that the TRAS feels are sufficient – however reasonable their request may be. We would ask that wording be changed from “<i>Each Supplier Party shall provide sufficient and suitably qualified staff as reasonably required by the TRAS Service Provider from time to time</i>” to <i>Where reasonable, each Supplier Party shall provide sufficient and suitably qualified staff as reasonably required by the TRAS Service Provider from time to time.</i>”</p> <p>Paragraph 8.10 states that each part should provide a suitably qualified point of contact to manage day to day interactions. We believe that the words “suitably qualified” should be omitted. It is unlikely that any one person will be “qualified” to answer all TRAS queries and far more likely that any single point of contact will refer queries on and ensure timely responses as is the case with other agreements and codes.</p>	No legal comment	<p>The group felt that the proposed amendment would not change the meaning of the paragraph. Therefore no change.</p> <p>8.10 - Agree to delete suitably qualified - change to a single point of contact.</p>
EDF Energy	Non-confidential	<p>Yes, comments as follows:</p> <p>Liabilities and Claims- Suppliers will have no direct</p>	<p>Liabilities and Claims – This is the natural</p>	<p>Liabilities and Claims - The group noted the concerns raised. Suppliers are</p>

		<p>contractual control over the TRAS Service Provider but under the legal drafting proposed will be responsible for any liabilities arising from their service. This seems wholly unacceptable.</p> <p>Funding - How will TRAS Service Provider costs be controlled? Given suppliers are responsible for paying these, how does the legal drafting ensure that these costs remain reasonable and don't escalate to an unacceptable level?</p> <p>Service - If the service provided is not of sufficient quality what remedies are afforded to suppliers as this is unclear from the drafting?</p> <p>Data Protection - If the TRAS Service Provider breaches data protection (or anything else for that matter) and a claim is made against the supplier what indemnities are provided as we see none at present?</p> <p>Data Sharing - We would wish to see it expressly recognised that the TRAS Service Provider cannot use the data to cleanse, update or upgrade any alternative database in their possession and can solely use the data for TRAS purposes and will delete all data upon their cessation of TRAS service delivery</p> <p>8.1 (b) – It is unclear what is meant by “information in respect of known instances of theft”. Is this information on stolen meters or is this information on where energy theft has occurred?</p> <p>8.3 (a) – this section asks for “theft investigation data</p>	<p>consequence of the structure (given that SPAA/DCUSA Ltd have no other funds). Suppliers' control is via their ability to control SPAA/DCUSA Ltd.</p> <p>Funding – Presumably a separate sub-committee could be established if this was a significant concern?</p> <p>Service – these remedies are in the TRAS Contract.</p> <p>Data Protection – As per paragraph 7.4, directly enforceable rights will be set out in the TRAS Contract.</p> <p>Data Sharing – the licence is only to use the data for the TRAS service. Do people think an express restriction would be helpful?</p> <p>8.1 (b) – No legal comment</p>	<p>beneficiaries of the service and if they incur damages they can raise claims. Claims must be limited to the liability limits within the contract. Future visibility of contract provisions and how governance works will help. No change to the legal text required.</p> <p>Funding - Funding arrangements will be the same as for other SPAA and DCUSA costs. TRAS costs will be based on a fixed price contract. No change to the legal text required.</p> <p>Service - TRAS contract will include service levels and service credits. No change to the legal text required.</p> <p>Data Protection - Directly enforceable data protection obligations are included in the contract and the high level concept is covered in the Codes. No change to the legal text required.</p> <p>Data Sharing - The group agreed that an explicit statement should be added confirming that the TRAS Provider cannot use data for reasons other than TRAS.</p> <p>8.1 (b) This is separate to information on stolen meters. No change to the text required.</p>
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		<p>covering 24 months” yet it is unclear exactly what is required. In addition, the associated template appears to be more geared to reporting on responses to TRAS leads than historic theft investigation data?</p> <p>8.3 (b) – Further definition required. Asks for Stolen Meter File for “all known data”. Is this over any specific time period? Presumably this is for any meter installation that has been removed from the property without the knowledge of the supplier or its agents?</p> <p>8.4, 8.5, 8.6 – Is there any scope to move the timing of the data to extracts to the middle of the month? There are already a high number of data extracts run within supplier systems at month start and end so moving this to the middle would assist with scheduling.</p> <p>8.7 – We think this section needs expanding to make it clearer exactly what suppliers should be reporting back to the TRAS post investigation.</p> <p>Appendix 1 to Schedule (X), page 1, second to last bullet – Should the Schedule include some detail on the lead generation reports and what information these contain?</p> <p>Appendix 1 to Schedule (X), page 3, bottom entry in table – this makes reference to the “Theft Lead management system”. What is this?</p> <p>Appendix 1 to Schedule (X), page 5, diagram – How are scores prioritised, what does this mean? Hot and cold leads require further definition. Also suggest</p>	<p>8.3 (a) – No legal comment</p> <p>8.3 (b) – No legal comment (though I asked a similar question).</p> <p>8.4, 8.5, 8.6 – No legal comment.</p> <p>8.7 - No legal comment.</p> <p>Appendix 1 – no legal comments.</p>	<p>8.3 (a) Agree clarity is required regarding the data to be sent to the TRAS Service Provider relating to theft investigations. This will be discussed with the preferred bidder.</p> <p>8.3(b) The requirement to provide stolen meter data has been removed from the legal drafting.</p> <p>8.4, 8.5, 8.6 The legal drafting has been amended to allow mid month data submission.</p> <p>8.7 - Theft Investigation data requirements were agreed at the data workshops.</p> <p>Appendix 1 amended to provide details based on the TRAS service description.</p> <p>Appendix 2 amended to include information on the data to be sent to the TRAS Service Provider relating to theft investigations.</p>
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		<p>removing unnecessary images.</p> <p>Appendix 1 to Schedule (X), page 5, diagram – Again, it is unclear what theft leads and the theft lead managements system actually look like and how they need to be processes by suppliers? I.e. is this a file, web interface, will we need system development in this area?</p> <p>Appendix 1 to Schedule (X), page 5, bottom paragraph – We will need to carefully manage how we word the output from the analysis given that customers are able to make subject access requests on any data that we hold. We would not want to be in a position where we had labelled someone as a thief before an appropriate investigation had been carried out.</p> <p>Appendix 1 to Schedule (X), page 6, diagram – Again, what does the “Theft Lead File” look like and should the schedule include obligations to work this and timescales for response?</p>		
SP Distribution / SP Manweb	Non-confidential	We believe that the legal text reflects the intention of the Change Proposal		No comment
UK Power Networks	Non-confidential	<p>Yes.</p> <p>Para 2 focusses on the funding by suppliers of TRAS Liabilities but it is not clear how DCUSA Ltd pays for any compensation, liabilities, indemnities and claims it incurs (see Clauses 8.1 and 8.7).</p>	<p>All TRAS Liabilities are stated to be recoverable under clause 8.9A.</p> <p>This is dealt with in Para</p>	<p>Para 2 - Agreed no change to the text required.</p> <p>Para 2.3. Funds will be recovered from all parties until they are specifically recovered</p>

		<p>At para 2.3 is it the existence of a claim or the settlement of one by a third party that causes para 2.1 not to apply? This section needs to be clear where the TRAS liabilities fall if such a claim was not paid.</p> <p>Para 4.2(c) places an obligation onto DCUSA Ltd to make a determination and inform suppliers of it. Would it not be preferable to oblige all Suppliers to obtain consent via their supply contract terms?</p> <p>In Para 4.2(c) couldn't a minimum set of wording for supply contract terms be provided to help existing and new suppliers (see Clause 17.3 for how this is dealt with regarding the NTC but it could be expanded to cover "or other terms having at least the same effect").</p> <p>Para 6 - is it clearly agreed by each Supplier that they may receive leads in respect of customers they no longer supply due to the timing of data submissions to and from the TRAS Service Provider and is it clear what they should do with those?</p> <p>Para 6.5 has a missing "of" after "Purposes".</p> <p>Para 8.1(b) - it is not clear that the data file comprises information in respect of known instances of theft (i.e. theft of electricity, as opposed to theft of meters), is that correct?</p> <p>Para 8.3 - does "STS" need to be defined?</p> <p>Para 8.3(a) - is it clear what is meant by "theft investigation data" or how it should be provided? The</p>	<p>2.4.</p> <p>Para 4.2(c) – DCUSA Ltd is the trigger, but DCUSA Ltd will presumably act in response to views of suppliers generally.</p> <p>Para 4.2(c) – some suppliers want express words, some don't.</p> <p>Para 6 – no legal comment.</p> <p>Para 6.5 – this has been picked up.</p> <p>Para 8 – no legal comment.</p>	<p>from the breaching party. Agreed no change to the text required.</p> <p>4.2(c) It was noted that consent doesn't really work as parties can withdraw their consent at any time. Also it would not be feasible to remove data for customers who withhold consent. Agreed to re-draft paragraph to place an obligation on Suppliers to ensure they have terms and conditions reflective of good industry practice.</p> <p>Whilst a minimum set of standard wording could be provided, it will be up to Suppliers whether they want to use this wording.</p> <p>Para 6 - It is clear that Suppliers may receive leads from old customers. The Supplier should feedback that they are no longer the Suppliers. The new Supplier will receive the lead next month. Agreed no change to the text required</p> <p>Para 6.5 - Text amended.</p> <p>Para 8.1 (b) Appendix 2 will need to include information on the data to be sent to the TRAS Service Provider relating to theft investigations. This will be discussed with the preferred bidder.</p> <p>Para 8.3 - Agree definition to be added.</p>
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		<p>spreadsheet appendix (embedded within the word document's Appendix 2 but named as Appendix 1) references TRAS Investigations (presumably feedback on leads generated by TRAS) but appears to be silent on other theft investigations triggered by other means.</p> <p>Para 8.7 - is this in addition to including data in the report in accordance with 8.5?</p> <p>Para 8.8 - the format appears to be determined between the TRAS Service Provider and the Supplier under para 8.1 and so does it need DCUSA to be involved in obtaining consent for any alterations?</p> <p>Appendix 1 - Theft Target Development section makes reference to Revenue Protection Units (or RPU's). If this wording is correct, this should be defined to avoid confusion with "Revenue Protection Service" or "Revenue Protection Agent" but should it not just reference the Supplier instead? Not least, since the TRAS will be unaware of who the Revenue Protection Unit provider is for any particular case.</p> <p>Appendix 1 – use of defined terms not capitalised – should they be – e.g. references to GB, BAU, MI etc.</p> <p>General – do the data sharing provisions etc. cover the fact there could be a mid-month change of supplier that the TRAS Service Provider is unaware of and so theft leads may be passed to the old supplier. Is it clear what the old supplier and/or TRAS Service Provider should do in such circumstances?</p>	<p>Appendices – no legal comments.</p> <p>General (1) – no legal comment</p> <p>General (2) – It is hard for DCUSA Ltd itself (as distinct from its advisers or contractors) to do anything wrong, but to the extent it did and it related to TRAS it would be a TRAS Liability</p>	<p>Para 8.3(a) As above further detail on theft investigation data to be included.</p> <p>Para 8.7 - Yes paragraph 8.7 refers to theft investigation data. Paragraph 8.5 refers to Supplier Data i.e. consumption and customer data.</p> <p>Para 8.8 - DCUSA should remain involved to ensure the impact of any change is fully considered e.g. if there is a cost implication. Agreed no change to the text required.</p> <p>Appendix 1 - References to RPU should be amended to Supplier.</p> <p>Appendix 1 - Amended to provide details based in the TRAS service description</p> <p>General (1) As above, the theft lead may be provided to the old Supplier. It should then be provided to the new Supplier the next month. Agreed no change to the text required</p> <p>General 2 - This is unlikely but would be recoverable so it falls under the definition of TRAS Liability - Agreed no change to the text required</p>
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		General – can DCUSA Ltd cause a TRAS Liability (e.g. through some breach) and is it clear what happens in that case?	recoverable under clause 8.9A.	
Corona Energy	Non-confidential	See q9		No comment
Total Gas & Power Ltd	Non-confidential	TGP has not reviewed the legal text in enough detail to comment at this stage due to the short consultation window provided		No comment
Opus Energy Ltd	Non-confidential	No.		No comment
SSE Supply	Non-confidential	We have not checked the legal text.		No comment
British Gas	Non-confidential	<p>7.2(d) – we would like to see more detailed wording in relation to the exclusion of indirect and consequential loss and damages.</p> <p>There should be a general obligation on DCUSA and SPAA to mitigate their losses.</p> <p>7.6 - Please confirm why the Supplier Party is being required to forgo these rights.</p> <p>7.8 We are not comfortable with the proposed wording at clause 7.8 and would like to better understand more of what is anticipated. We need to fully understand the level of exposure this could</p>	<p>7.2(d) – the choice was made to have only limited exclusions so as to ensure costs were borne by the breaching party (and not socialised). There are some limits on liability in the TRAS Contract that will limit TRAS Liabilities in practice in some circumstances.</p> <p>A general obligation on DCUSA /SPAA Ltd to mitigate would seem</p>	<p>Para 7.2 (d) - It should be clear that Parties should not breach the Code requirements. If they do breach the Code then they should bear the costs associated with the breach. Agree no change to the text required.</p> <p>Para 7.6 - The group noted the legal response and agreed that the waiver of tortious rights was required.</p> <p>Para 7.8 - The provisions in the Codes have flowed down from the TRAS Contract and the price of the TRAS is based on these provisions. It would not be acceptable to</p>

		<p>create for British Gas.</p> <p>We reiterate the point raised at Question 7 (above) and the fact that it is essential that a common theft reporting method is established and utilised by all Suppliers, which includes a mandatory requirement to specify the source of the lead as being TRAS or non-TRAS. This will enable the TRAS to easily receive and process data relating to all found thefts and will also enable Suppliers to assess the ongoing effectiveness of the TRAS.</p> <p>Clause 8.3 - We do not hold information on Stolen Meters and cannot provide this. We would question the value of creating a Stolen Meter database as this information rarely identifies theft at a specific site.</p> <p>Clause 8.4 The volume of data being requested for the monthly updates is an inefficient use of resource – we would prefer to send the TRAS provider a Delta of our data each month</p> <p>We should specify the “Theft Target” and “Theft Target Methodology” wording in more detail as per the Ofgem Direction as parties will not have visibility of the “TRAS Contract” referred to in Appendix 1</p> <p>Appendix 1 mentions providing a report of potential leads on 24th of each month. We also need to make provision for providing “urgent leads” for example from the Tip Off Line.</p> <p>There is no definition of category A and B Tip Offs</p>	<p>reasonable?</p> <p>7.6 - The waiver of tortious rights is in return for the 3rd party rights under the TRAS Contract.</p> <p>7.8 The service provider has priced the contract on the basis that it has the protections set out in paragraph 7.7. If these are removed in the future, then the change control process will need to be followed.</p> <p>Clause 8 / Appendix 1 - no legal comment.</p>	<p>amend the Code provisions without a formal impact assessment route to allow the TRAS Service Provider the opportunity to assess the impact and potential costs of any change.</p> <p>Theft Investigation Reporting - Appendix 2 amended to include the data items required for theft investigation feedback.</p> <p>Very few Suppliers hold stolen meter data and those that do hold it do so in a variety of formats across a number of disparate systems. It was agreed at the meeting on 7 April that the requirement to provide stolen meter data should be removed from the CP.</p> <p>Clause 8.4 The group agreed that a full refresh is required.</p> <p>Theft Target provisions will be included in more detail in the contract. Future visibility of contract provisions and how governance works should help. Agreed no change to the text required.</p> <p>Appendix 1 - This will be included in the contract. Provision of the tip off line is still being negotiated so further details cannot be included in the Codes at this time.</p> <p>A high level definition of Category A and B</p>
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				is included in the bullet points at the start of Appendix 1.
Gazprom	Non-confidential	See comments in 9 below		See below.

Company	Confidential/Anonymous	9. Do you have any comments on the proposed SPAA legal text in attachment 4?		Working Group Comments
Haven Power Ltd	Non-confidential	No		No comment
EDF Energy	Non-confidential	<p>Yes, comments as follows:</p> <p>Liabilities and Claims- Suppliers will have no direct contractual control over the TRAS Service Provider but under the legal drafting proposed will be responsible for any liabilities arising from their service. This seems wholly unacceptable.</p> <p>Funding - How will TRAS Service Provider costs be controlled – again, given suppliers are responsible for paying these, how does the legal drafting ensure that these costs remain reasonable and don't escalate to an unacceptable level?</p> <p>Service - If the service provided is not of sufficient quality what remedies are afforded to suppliers as this is unclear from the drafting?</p> <p>Data Protection - If the TRAS Service Provider breaches data protection (or anything else for that</p>		As above in question 8.

		<p>matter) and a claim is made against the supplier what indemnities are provided as we see none at present?</p> <p>Data Sharing - We would wish to see it expressly recognised that the TRAS Service Provider cannot use the data to cleanse, update or upgrade any alternative database in their possession and can solely use the data for TRAS purposes and will delete all data upon their cessation of TRAS service delivery</p> <p>8.1 (b) – It is unclear what is meant by “information in respect of known instances of theft”. Is this information on stolen meters or is this information on where energy theft has occurred?</p> <p>8.3 (a) – this section asks for “theft investigation data covering 24 months” yet it is unclear exactly what is required. In addition, the associated template appears to be more geared to reporting on responses to TRAS leads than historic theft investigation data?</p> <p>8.3 (b) – Further definition required. Asks for Stolen Meter File for “all known data”. Is this over any specific time period? Presumably this is for any meter installation that has been removed from the property without the knowledge of the supplier or its agents?</p> <p>8.4, 8.5, 8.6 – Is there any scope to move the timing of the data to extracts to the middle of the month? There are already a high number of data extracts run within our systems at month start and end so moving this to the middle would help with scheduling.</p>		
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		<p>8.7 – We think this section needs expanding to make it clearer exactly what suppliers should be reporting back to the TRAS post investigation.</p> <p>Appendix 1 to Schedule 34, page 1, second to last bullet – Should the Schedule include some detail on the lead generation reports and what information these contain?</p> <p>Appendix 1 to Schedule 34, page 3, bottom entry in table – this makes reference to the “Theft Lead management system”. What is this?</p> <p>Appendix 1 to Schedule 34, page 5, diagram – How are scores prioritised, what does this mean? Hot and cold leads require further definition. Also suggest removing unnecessary images.</p> <p>Appendix 1 to Schedule 34, page 5, diagram – Again, it is unclear what theft leads and the theft lead managements system actually look like and how they need to be processes by suppliers? I.e. is this a file, web interface, will we need system development in this area?</p> <p>Appendix 1 to Schedule 34, page 5, bottom paragraph – We will need to carefully manage how we word the output from the analysis given that customers are able to make subject access requests on any data that we hold. We would not want to be in a position where we had labelled someone as a thief before an appropriate investigation had been carried out.</p> <p>Appendix 1 to Schedule 34, page 6, diagram – Again,</p>		
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		what does the “Theft Lead File” look like and should the schedule include obligations to work this and timescales for response?		
SP Distribution / SP Manweb	Non-confidential	No Comments		No comment
UK Power Networks	Non-confidential	No comment.		No comment
Corona Energy	Non-confidential	<p>Considering the pivotal role that the joint DCUSA-SPAA sub-committee will hold in providing oversight of the TRAS arrangements, as well as acting as the primary contact for the industry, it is extremely surprising that the details of that sub-committee are not detailed in the schedule, as comparable sub-committees in other codes are.</p> <p>This lack of clarity on how these governance arrangements will work means we are currently unable to say whether this solution furthers the relevant objectives or delivers the intent of SLC12A.</p>	Are we able/willing to say anymore on this now? Is this for future development?	<p>The detailed terms of reference and working practices for this joint sub-committee will be discussed and progressed separately.</p> <p>In addition, the group agreed that a conduct of claims procedure should be produced to clarify how claims for damages should be processed by SPAA and DCUSA. Again this will be discussed and progressed separately.</p> <p>Agree no change to the text required.</p>
Total Gas & Power Ltd	Non-confidential	TGP has not reviewed the legal text in enough detail to comment at this stage due to the short consultation window provided		No comment
Opus Energy Ltd	Non-confidential	No.		No comment

SSE Supply	Non-confidential	We have not checked the legal text		No comment
British Gas	Non-confidential	<p>7.2(d) – we would like to see more detailed wording in relation to the exclusion of indirect and consequential loss and damages.</p> <p>There should be a general obligation on DCUSA and SPAA to mitigate their losses.</p> <p>7.6 - Please confirm why the Supplier Party is being required to forgo these rights.</p> <p>7.8 We are not comfortable with the proposed wording at clause 7.8 and would like to better understand more of what is anticipated. We need to fully understand the level of exposure this could create for British Gas.</p> <p>We reiterate the point raised at Question 7 (above) and the fact that it is essential that a common theft reporting method is established and utilised by all Suppliers, which includes a mandatory requirement to specify the source of the lead as being TRAS or non-TRAS. This will enable the TRAS to easily receive and process data relating to all found thefts and will also enable Suppliers to assess the ongoing effectiveness of the TRAS.</p> <p>Clause 8.3 - We do not hold information on Stolen Meters and cannot provide this. We would question the value of creating a Stolen Meter database as this information rarely identifies theft at a specific site.</p>		<p>As above in question 8.</p> <p>With regards to SPAA CP 14/268 Introduction of The Gas Theft Detection Incentive Scheme. If this is approved it will be fed in to the arrangements at an appropriate time.</p>

		<p>Clause 8.4 The volume of data being requested for the monthly updates is an inefficient use of resource – we would prefer to send the TRAS provider a Delta of our data each month</p> <p>We should specify the “Theft Target” and “Theft Target Methodology” wording in more detail as per the Ofgem Direction as parties will not have visibility of the “TRAS Contract” referred to in Appendix 1</p> <p>Appendix 1 mentions providing a report of potential leads on 24th of each month. We also need to make provision for providing “urgent leads” for example from the Tip Off Line.</p> <p>There is no definition of category A and B Tip Offs</p> <p>Should SPAA CP 14/268 Introduction of The Gas Theft Detection Incentive Scheme be approved the TRAS will need to align the initial “Theft Target” for the first year with the target set by the incentive scheme.</p>		
Gazprom	Non-confidential	<p>1.1 - Our understanding was a joint management subcommittee would be formed with the authority to manage the service provider</p> <p>2.1 – We would like to see this limited to “reasonable” costs. TRAS Liabilities that arise because of DCUSA’s negligence should not constitute Recoverable Costs, it is not reasonable for these to be borne by the Supplier Parties.</p> <p>4.2 (c) - We are concerned about the drafting of 4.2 (c)</p>	<p>1.1 - SPAA EC forms one committee, DCUSA Panel forms another, and they work together (and indeed may even comprise the same people). However, the codes don't provide for a single cross-code group.</p> <p>2.1 - There is no-one else</p>	<p>1.1. The detailed terms of reference and working practices for this joint sub-committee will be discussed and progressed separately. Agree no change to the text required.</p> <p>2.1 It is extremely unlikely for SPAA Ltd or DCUSA Ltd to not pay and there is no one else to bear these costs. Agree no change to the text required.</p>

		<p>which suggests we can be required to change our T&C's even if we are happy that they are adequate for our requirements. Would it not be better to make clear that Suppliers need to ensure they have appropriate authorisation to enable them to provide information in accordance with the contract.</p> <p>7.1 – We would expect each Supplier Party's liability under the indemnity to be subject to an appropriate cap.</p> <p>8.3 – As previously noted we are concerned about the requirement and justification to provide historic data in June-15 – as such does the date need to be explicitly set out in the drafting</p> <p>8.3(a) should this be the 12 months immediately preceding the 1 June 2015, and the 24 month immediately preceding 1 June 2015?</p> <p>8.5 – 3 Working Days seems a very narrow window for a number of operations – could it not be 5 Working Days? – same point for 8.6 & 8.7</p> <p>8.8 shouldn't the consent in 8.8 be “.....Providers consent <u>which may not be unreasonably withheld</u>” or else we could be locked into a format</p>	<p>to bear these costs.</p> <p>4.2(c) - To be discussed.</p> <p>7.1 - The consequence would be to socialise the costs above the cap. Is this the intent?</p> <p>8 – No legal comments.</p>	<p>4.2 (c) Agree to redraft clause to make it a general obligation on suppliers to have terms and conditions which reflect good industry practise.</p> <p>7.1 The paragraph reflects the provisions within the TRAS Contract. Future visibility of contract provisions and how governance works will help. No change to the legal text required.</p> <p>8.3 Following additional assessment the group concluded that the initial data set should be provided between 30 June 2015 and 31 July 2015.</p> <p>8.3(a) - The group felt that this clause was already clear that it was the 12/24 months immediately preceding 1 June. However, the drafting relating to the supplier data set has been amended to clarify that historic data is not required - Suppliers are required to provide data in Appendix 2 but containing only the most recently produced annual consumption data and any data items that relate to that annual consumption. (e.g. meter serial number, customer account number etc.).</p> <p>8.5 The legal drafting will be amended to provide Suppliers with 5 WDs to provide the data.</p> <p>8.8 The group noted that there may be cost</p>
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				implications and that the Service Provider is not legally bound by the provisions in the Codes so this should not be amended.
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Company	Confidential/ Anonymous	10. Do you consider that the proposal better facilitates the DCUSA objectives? Please provide your rationale.	Working Group Comments
Haven Power Ltd	Non-confidential	Yes.	No comment
EDF Energy	Non-confidential	Yes, albeit we are not sure that the proposal better facilitates competition in the supply of electricity as stated in the general objective 2 rationale? Also, given that no costs for implementation and the ongoing running of the TRAS have been included in the proposal, it is hard to say that costs will be reduced.	No comment
SP Distribution / SP Manweb	Non-confidential	We believe the proposal better facilitates Objectives 1 and 2. We welcome a more structured approach to the investigation of Theft in the Industry and believe that there are positive outcomes that will be delivered in formalising the TRAS schedule. We believe that through this enabling change the benefits for the Industry can be delivered	No comment
UK Power Networks	Non-confidential	Objectives one and two are better facilitated as described in the consultation.	No comment
Corona Energy	Non-confidential	See q9	No comment

Total Gas & Power Ltd	Non-confidential	yes	No comment
Opus Energy Ltd	Non-confidential	The second DCUSA general objective states “2. The facilitation of effective competition in the generation and supply of electricity (and so far is consistent therewith) the promotion of such competition in the sale, distribution and purchase of electricity.” We do not agree that this proposal completely better this objective due to burdensome and resource heavy responsibilities, particularly for independent suppliers. The costs associated with the procurement and submission of data in addition to the obligation to investigate each lead returned from TRAS will be large, which we do not believe effectively provides cost efficiency for consumers and is therefore anti-competitive.	No comment
SSE Supply	Non-confidential	<p>We believe that the change better facilitates the general objective 2 – The facilitation of effective competition in the generation and supply of electricity and (so far as is consistent therewith) the promotion of such competition in the sale, distribution and purchase of electricity.</p> <p>The TRAS will provide a more targeted, efficient and fruitful approach to theft detection, reduce theft and ultimately provide more accurate and appropriate cost allocation to customers.</p>	No comment
First Utility Limited	Non-confidential	<p>1. the development, maintenance and operation by each of the DNO Parties and IDNO Parties of an efficient, co-ordinated, and economical Distribution System;</p> <p>We believe this modification is neutral regarding this objective.</p> <p>2. the facilitation of effective competition in the generation and supply of electricity and (so far as is consistent with that) the promotion of such competition in the sale, distribution and purchase of electricity;</p> <p>We consider that whilst the principle of the TRAS is good, it is also the case that the per lead processing cost will be significantly higher for smaller scale suppliers</p>	No comment

		<p>when compared to larger scale suppliers. For this reason we believe that this modification does not better facilitate objective 2.</p> <p>3. the efficient discharge by each of the DNO Parties and IDNO Parties of the obligations imposed upon them by their Distribution Licences; We believe this modification is neutral regarding this objective.</p> <p>4. the promotion of efficiency in the implementation and administration of this Agreement and the arrangements under it; We believe this modification is neutral regarding this objective.</p> <p>5. compliance with the Regulation on Cross-Border Exchanges in Electricity and any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators. We believe this modification is neutral regarding this objective.</p>	
British Gas	Non-confidential	<p>If the change proposal solution is amended and implemented such that the TRAS arrangements can be provided in an efficient and in a cost-effective manner, we believe that the proposal <u>could</u> better facilitate the DCUSA objectives. As currently drafted we do not believe that the proposal better facilitates the DCUSA objectives.</p> <p><i>Objective 1 – the development, maintenance and operation by each of the DNO Parties and IDNO Parties of an efficient, co-ordinated and economical Distribution System</i></p> <p>Much of theft is accounted for through system losses and this can potentially drive up network usage costs. Identifying and reducing the instances of theft should enable the DNOs to better manage the network in an efficient manner and ultimately reduce network costs.</p> <p><i>Objective 2 – The facilitation of effective competition in the generation and supply of electricity and (so far as is consistent with that) the promotion of such competition in the sale, distribution and purchase of electricity</i></p> <p>2. The implementation of the TRAS service in combination with the Licence condition to prevent, detect and investigate theft and the proposed Supplier</p>	No comment

		Theft Incentive Scheme will enable suppliers to target their resources more effectively to reduce the amount of electricity that is lost to theft each year. Suppliers can pass these efficiencies onto their customers thereby promoting competition between suppliers.	
Gazprom	Non-confidential	Yes	No comment

Company	Confidential/ Anonymous	11. Do you consider that the proposal better facilitates the SPAA objectives? Please provide your rationale.	Working Group Comments
Haven Power Ltd	Non-confidential	No Comment	No comment
EDF Energy	Non-confidential	Yes, albeit we think that objective f) is better facilitated as opposed to objective d). However, as part of the Supply Licence obligation to deliver the TRAS, suppliers also have an obligation to ensure the TRAS delivers an efficient and economical theft arrangement. Given that TRAS implementation and running costs have yet to be published; it is hard to say with any degree of authority that this is the case?	The group noted that objective f) was also impacted by the CP.
SP Distribution / SP Manweb	Non-confidential	No comments	No comment
UK Power Networks	Non-confidential	N/A	No comment
Corona Energy	Non-confidential	See q9	No comment
Total Gas & Power Ltd	Non-confidential	Yes	No comment

Opus Energy Ltd	Non-confidential	The second and third of the SPAA relevant objections state “b) Furtherance of effective competition between Gas suppliers and between relevant agents” and “c) Promotion of the efficiency in the implementation and administration of the supply point administration arrangements.” Whilst we appreciate the benefits of the TRAS to the end consumer, the onerous responsibilities within the change proposal will require significant attention and resource from each supplier’s end. The vast amount of data required, including several items which we do not agree the TRAS provider will be require, is resource heavy and do not best represent efficiency for the consumer.	No comment
SSE Supply	Non-confidential	We agree that the change proposal better facilitates the general objective (d) ‘So far as is consistent with sub-paragraphs (a) (b) and (c), the efficient discharge of the licensees obligations under this licence’. The change facilitates bringing in the TRAS as required in Gas Supply Licence Condition 12 A.	No comment
First Utility Limited	Non-confidential	(a) the development, maintenance and operation of an efficient, coordinated and economical change of supplier process; We believe this modification is relatively neutral regarding this objective. (b) the furtherance of effective competition between Gas Suppliers and between relevant agents; We consider that whilst the principle of the TRAS is good, it is also the case that the per lead processing cost will effectively be materially higher for smaller scale suppliers when compared to large scale suppliers. For this reason we believe that this modification does not better facilitate objective b. (c) the promotion of efficiency in the implementation and administration of the supply point administration arrangements; We believe this modification is relatively neutral regarding this objective. (d) so far as is consistent with sub-paragraphs (a), (b) and (c), the efficient discharge of the licensee’s obligations under this licence;	The group noted that objective f) was also impacted by the CP.

		<p>We consider that this modification will eventually better facilitate this obligation. (e) the establishment, maintenance and operation of the Meter Asset Manager arrangements; and</p> <p>We believe this modification is neutral regarding this objective. (f) securing compliance with standard condition 12A; and</p> <p>We believe this modification better facilitates this objective. (g) compliance with the Regulation and any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators.</p> <p>We believe this modification is neutral regarding this objective.</p>	
British Gas	Non-confidential	<p>If the change proposal solution is amended and implemented such that the TRAS arrangements can be provided in an efficient and in a cost-effective manner, we believe that the proposal could better facilitate the SPAA objective D. As currently drafted we do not believe that the proposal better facilitates the SPAA objectives.</p> <p>d) So far as is consistent with sub-paragraphs (a), (b) and (c), the efficient discharge of the licensee's obligations under this licence.</p>	No comment
Gazprom	Non-confidential	Yes	No comment

Company	Confidential/ Anonymous	12. Do you agree with the proposed implementation date of 18 May 2015?	Working Group Comments
Haven Power Ltd	Non-confidential	We understand the tight timescales involved in order to meet the supply licence obligations.	No comment

EDF Energy	Non-confidential	<p>Yes, provided that the points made earlier in our response are addressed, we see no problem with an implementation date of May for the associated SPAA and DCUSA governance arrangements.</p> <p>However, we still have a number of concerns with the delivery of the first data extract in June as detailed in our response to question 3.</p>	Covered above - no comment
SP Distribution / SP Manweb	Non-confidential	Yes	No comment
UK Power Networks	Non-confidential	Yes	No comment
Corona Energy	Non-confidential	Yes – it is imperative that the information requirements are finalised as soon as possible.	Covered above - no comment
Total Gas & Power Ltd	Non-confidential	Yes, subject to suppliers not having to provide any data until nearer the Feb 16 implementation date	Covered above - no comment
Opus Energy Ltd	Non-confidential	<p>Considering the magnitude of undertaking that will be required by suppliers following these changes, we do not feel that we have had appropriate time to fully consider the implication of these proposals. Whilst we appreciate that the original deadline was extended by a week, our opinion remains that we do not feel we have had a fitting opportunity to fully impact assess these proposals to provide a thorough and fully evidenced response. Considering the current unprecedented level of change within the industry, all suppliers are struggling to meet the multiple projects and change requirements that are currently in play. Independent suppliers are at a particular disadvantage as resource is always tight which makes it difficult to allocate the preferred time to each proposal, and ultimately to undertake the requirements</p>	<p>The group agreed that this comment was reasonable given the Code Administrator Code of Practice recommends a 3 week consultation period. However, Suppliers have been given further time to consider the data items during the workshops prior to the final set of data items being included in the CP. The group noted that Suppliers have a Licence requirement to implement the TRAS by February 2016 and the timetable for assessing the CPs was created to</p>

			enable the TRAS solution to be implemented by this date.
SSE Supply	Non-confidential	The implementation date for the commercial elements of the TRAS should be implemented on the 18 May ideally. However as we have mentioned earlier we feel that the data requirements should be separated from the commercial arrangements as we feel that the data elements need further more lengthy consideration and we would not wish contract signature to be delayed by such matters.	Covered above - no comment
First Utility Limited	Non-confidential	We have concerns that the initial submission date might not allow enough time for suppliers to investigate, specify, write, check and test their data extracts to a sufficient level of accuracy. We have concerns that the quality of data provided into the TRAS might be poor and therefore the quality of lead data received from TRAS might be equally poor. This poor lead data could result in unnecessary inefficiency within all supply businesses regardless of size, the cost of which would ultimately be borne by the consumer.	Covered above - no comment
British Gas	Non-confidential	<p>We should remember that the licence requirement to commence the TRAS arrangements is 29th February 2016. We agree that signing of a contract with the TRAS provider could be undertaken on 18th May, but <u>only</u> if the various issues that have been raised within this response have been satisfactorily addressed and resolved. It is not appropriate for Suppliers to establish new obligations within either SPAA or DCUSA which cannot be met and/or which are driven by the TRAS provider seeking to load the risk of their delivery upon Suppliers.</p> <p>As mentioned within our response, we do not agree with the date of 30th June 2015 to provide the Supplier Data File containing 12 months of data. We believe that the whole area of data provision, both in terms of actual requirement and timing requires further consideration. A project lead time of <u>at least</u> six months from the date of Authority consent will be required, in line with normal industry</p>	Covered above - no comment

		arrangements for system impacting industry change.	
Gazprom	Non-confidential	Yes	No comment

Company	Confidential/ Anonymous	13. Do you have any other comments?	Working Group Comments
Haven Power Ltd	Non-confidential		No comment
EDF Energy	Non-confidential	<p>Whilst we understand the necessity of implementing supplier governance arrangements within the SPAA and DCUSA to coincide with the signing of the TRAS contract, we still feel that there are a number of other issues that are still to be addressed in advance of data being exchanged with the TRAS service provider.</p> <p>As well as development of the central TRAS service, it is important that Suppliers are in a position to understand the full end to end solution in order to make all of the required changes to their own systems and processes in advance of the February 2016 go live date.</p> <p>In particular:</p> <ul style="list-style-type: none"> • The rationale for provision of certain data items is still unclear • File formats and transfer mechanisms are yet to be agreed • There is a lack of clarity on what the theft lead output from the TRAS will look like • Whilst funding arrangements are clear, the cost of TRAS delivery and maintenance is not 	<p>The rationale for data items was clarified at the data workshops.</p> <p>A programming manual will be produced by the TRAS Provider and this will sit outside the Codes. The TRAS Provider will work with Suppliers who cannot provide data in the preferred format.</p> <p>Clarity to be added to Appendix 1 regarding the web based portal.</p> <p>The costs of TRAS will be provided as a budget amendment shortly.</p> <p>Visibility of the TRAS Contract provisions should help.</p>

		The legal drafting of the SPAA and DCUSA schedules means that suppliers will be responsible for any liabilities arising from the operation of the TRAS service and yet will have no equivalent contractual control over the TRAS service provider	
SP Distribution / SP Manweb	Non-confidential	We welcome this Change Proposal as it is a step towards increased identification of Theft in the market which will alleviate allocation of inaccurate costs across the Industry	No comment
UK Power Networks	Non-confidential	No	No comment
Corona Energy	Non-confidential	No	No comment
Total Gas & Power Ltd	Non-confidential	No	No comment
Opus Energy Ltd	Non-confidential	We have concerns over our licence obligations to investigate in timely fashion the number of unqualified theft leads that are provided back to us. Whilst some high-level details of the provider's methodology has been published in the code legal texts, there has been no benchmark estimated volumes circulated which would help us pre-empt how many leads to prepare for and consequently investigate. We have concerns that the volume of leads produced would be unmanageable.	Each Supplier can cap the number of qualified outliers that they receive so only take top 10% etc.
SSE Supply	Non-confidential	We have a concern that the provisions laid out in the SPAA change have made an assumption that the I & C parties, who are not currently subject to SPAA, will be subject to the same schedules as existing SPAA parties. Funding as described in the legal drafting may be impacted if this does not happen.	This is being progressed by the I&C TRAS Suppliers SPAA Working Group.
First Utility	Non-confidential	We have no other comments.	No comment

Limited			
British Gas	Non-confidential	<p>The plans proposed by the potential TRAS provider are unreasonable and place unacceptable demands upon Suppliers to provide unreasonable amounts of data in a timeframe which is unachievable. Data provided to the TRAS needs to be fully justified to ensure that only relevant data is provided, ensuring resulting obligations and requirements are not overly onerous, inefficient or uneconomical.</p> <p>We need to agree what Day 1 of the TRAS needs to look like on 29th February 2016, which will enable Suppliers to meet their licence requirements.</p> <p>We strongly believe and propose that a more phased approach should be taken whereby each data item requested is justified using evidence based on a statistical sample first.</p>	<p>The rationale for data items was clarified at the data workshops.</p> <p>Ofgem confirmed that they are flexible about what day 1 looks like on 29 February 2016, provided the required number of theft leads are produced by February 2017.</p> <p>Phased implementation approach discussed at the meeting on 7 April. The group agreed that a reduced set of data items should be submitted in the initial phase. The rest of the required data items would be provided with the monthly ongoing data feeds in November 2015.</p>
Gazprom	Non-confidential	<p>We would like to see more clarity as to how the Joint Steering Committee will be constituted and its ToR and authority in relation to managing the ETRAS service provider. In particular how any changes will be given effect</p>	<p>The legal drafting includes a high level reference to joint working arrangements with sub-committees established in SPAA and DCUSA. As the TRAS Contract is a tripartite agreement between the TRAS Provider, SPAA Ltd and DCUSA Ltd then the SPAA EC and DCUSA Panel will be responsible for decisions made in relation to the contract. TORs to be produced during the development</p>

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