

**SECTION ~~2C~~2E – DISTRIBUTOR TO THIRD PARTY  
ELECTRICITY SUPPLIER RELATIONSHIPS**

## SCOPE OF SECTION ~~2C2E~~

This Section ~~2C2E~~ and the Schedules referred to in it set out the terms and conditions pursuant to which a DNO/IDNO Party shall allow a Third Party Electricity Supplier Party to ~~install and thereafter maintain Smart Metering Comms Hub Devices.~~

- Carry out minimal reposition of Electricity Supplier's meter in communal meter position, to accommodate space for appointed smart meter installation;
- Work on looped neutral(s) on metering equipment;
- Work on a shared supply;
- Investigation/remedial revenue protection work; and
- Installation of an isolator;

## 52A. INTERPRETATION OF SECTION ~~2C2E~~

### Party Obligations

52A.1 In this Section ~~2C2E~~, in the Schedules when applied pursuant to this Section ~~2C2E~~, and in the terms defined in Clause 1 when used in this Section ~~2C2E~~ or those Schedules, a reference to a Company is a reference to each Party that is either a DNO Party or an IDNO Party separately and individually and, where an obligation is imposed on, or a right is granted to, a **Company**, that obligation is imposed on, and that right is granted to, each such Party separately and independently.

52A.2 In this Section ~~2C2E~~, in the Schedules when applied pursuant to this Section ~~2C2E~~, and in the terms defined in Clause 1 when used in this Section ~~2C2E~~ or those Schedules, a reference to a **Third Party Electricity Supplier** is:

52A.2.1 a reference to each Party that is a Third Party Electricity Supplier Party separately and individually and, where an obligation is imposed on, or a right is granted to, a Third Party Electricity Supplier, that obligation is imposed on, and that right is granted to, each such Party separately and independently; and

52A.2.2 when made in relation to a Company and any period of time, a reference to each Third Party Electricity Supplier Party (separately, individually and to the relevant extent) who is (or was), during that period, the Responsible Third Party Electricity Supplier for a Premises connected to that Company's Distribution System.

52A.3 This Section ~~2C2E~~, and the Schedules when applied pursuant to it, shall:

52A.3.1 only create rights and obligations between DNO/IDNO Parties (on the one hand) and Third Party Electricity Supplier Parties (on the other), and shall not create rights or obligations between DNO/IDNO Parties and other DNO/IDNO Parties or between Third

Party Electricity Supplier Parties and other Third Party Electricity Supplier Parties;

52A.3.2 not apply to the OTSO Party or to Supplier/DG Parties;

52A.3.3 only create obligations between a Company and a Third Party Electricity Supplier to the extent that, and in relation to those periods for which, that Third Party Electricity Supplier is (or was) a Responsible Third Party Electricity Supplier for a Premises connected to that Company's Distribution System; and

52A.3.4 not impose any obligations between a Company and a Third Party Electricity Supplier in relation to periods for which that Third Party Electricity Supplier is (or was) not a Responsible Third Party Electricity Supplier for a Premises connected to that Company's Distribution System.

#### **References in Relation to Companies and Third Party Electricity Suppliers**

52A.4 In this Section ~~2C2E~~, in the Schedules when applied pursuant to this Section ~~2C2E~~, and in the terms defined in Clause 1 when used in this Section ~~2C2E~~ or those Schedules, references to:

52A.4.1 an Exit Point are, when made in relation to a Company, references to an Exit Point on that Company's Distribution System;

52A.4.2a Premises are, when made in relation to a Third Party Electricity Supplier and any period of time, references to a Premises for which the Third Party Electricity Supplier is (or was) the Responsible Third Party Electricity Supplier during that period of time;

52A.4.3a Connectee, Connected Installation, Connection Agreement, Metering Point, Premises or Smart Metering Comms Hub Device, are (when made in relation to a Company) references to a Connectee, Connected Installation, Connection Agreement, Metering Point, Premises or Smart Metering Comms Hub Device relating to an Exit Point on such Company's Distribution System; or

52A.4.4a Connectee, Connected Installation, Connection Agreement, Exit Point, Metering Point or Smart Metering Comms Hub Device, are (when made in relation to a Third Party Electricity Supplier and any period of time) references to a Connectee, Connected Installation, Connection Agreement, Exit Point, Metering Point or Smart Metering Comms Hub Device relating to a Premises for which the Third Party Electricity Supplier was the Responsible Third Party Electricity Supplier during that period of time.

## **52B. DE-ENERGISATION AND RE-ENERGISATION WORKS**

### **Requirements for those undertaking Works**

52B.1 De-energisation Works and Re-energisation Works carried out by or on behalf of the Third Party Electricity Supplier pursuant to this Clause 52B shall only be carried out by a person working on behalf of a ~~Meter Operator Agent~~~~Gas Meter Asset Manager~~ engaged by the Third Party Electricity Supplier.

### **Good Industry Practice**

52B.2 The Company and the Third Party Electricity Supplier shall each act in accordance with Good Industry Practice when carrying out, or procuring the carrying out of, any De-energisation Works or Re-energisation Works.

### **Works Undertaken by the Third Party Electricity Supplier**

52B.3 If, in respect of an Exit Point for which the supply of electricity is metered directly by putting the full electrical current through the meter (known as ‘whole current metering’), the Third Party Electricity Supplier wishes at any time to:

~~52B.3.1 install a Smart Metering Comms Hub Device at a Premises where there is not, at that time, already a Smart Metering Comms Hub Device that can communicate with both the Third Party Electricity Supplier (or its appointed data communications company) and the gas metering equipment at the Premises; or~~

~~52B.3.2 operate, inspect, maintain, repair, renew, reposition, replace and/or remove a Smart Metering Comms Hub Device that was installed at the Premises prior to that time (whether or not on behalf of the Third Party Electricity Supplier);~~

Include new clauses to give permission to:

- Carry out minimal reposition of Electricity Supplier's meter in communal meter position, to accommodate space for appointed smart meter installation;
- Work on looped neutral(s) on metering equipment;
- Work on a shared supply;
- Investigation/remedial revenue protection work; and
- Installation of an isolator;

then the Third Party Electricity Supplier may (to the extent reasonably required in order to do so, and with no prior notice to the Company) De-energise the Exit Point at that Premises in order to do so; provided that the Third Party Electricity Supplier Re-energises that Exit Point as soon as reasonably practicable thereafter.

52B.4 If the Third Party Electricity Supplier resolves to De-energise and/or Re-energise an Exit Point pursuant to Clause 52B.3, then the Third Party Electricity Supplier shall:

52B.4.1 (subject to Clauses 52B.2 and ~~52C2E~~) decide on the extent and nature of the De-energisation Works and Re-energisation Works, and shall undertake such De-energisation Works and Re-energisation Works at its own cost; and

52B.4.2 comply with the Relevant Instruments and the Distribution Code in relation to the De-energisation Works and Re-energisation Works.

### **Company's Right to De-energise**

52B.5 The Company may, at any time with no prior notice to the Third Party Electricity Supplier, De-energise any Exit Point if:

52B.5.1 the Company is entitled to do so pursuant to the Connection Agreement relating to such Exit Point; or

52B.5.2the Company is entitled to do so pursuant to the Relevant Instruments or Section 2A;

52B.5.3the Company is instructed, pursuant to the terms of the Connection and Use of System Code or the Balancing and Settlement Code, to do so;

52B.5.4the Company reasonably considers it necessary to do so for safety or system security reasons;

52B.5.5~~the Company reasonably considers it necessary to do so to avoid interference with the regularity or efficiency of its Distribution System (including where the Smart Metering Comms Hub Device is interfering with the Company's Distribution System);~~

52B.5.6an accident or emergency occurs or threatens to occur which requires the Company to do so to avoid the risk of personal injury to any person or physical damage to the property of the Company, its officers, employees or agents, or the property of any other person;

52B.5.7the rights of the Third Party Electricity Supplier are suspended in accordance with Clause 54.2; or

52B.5.8subject to the terms of a replacement agreement, this Agreement is terminated, or the Third Party Electricity Supplier ceases to be a Party in accordance with the provisions of Clause 54.

52B.6 If the Company resolves to De-energise an Exit Point pursuant to Clause 52B.5, then:

52B.6.1(subject to Clauses 52B.2 and 52C) the Company shall decide on the extent and nature of the De-energisation Works required to De-energise the Exit Point;

52B.6.2the Company shall Re-energise the Exit Point as soon as is reasonably practicable after the circumstance giving rise to such De-energisation has ended (and shall determine the extent and nature of

the Re-energisation Works required to Re-energise the Exit Point);  
and

~~52B.6.3 there shall be no charge to the Third Party Electricity Supplier in respect of such De-energisation Works and/or Re-energisation Works, except where the Company resolves to De-energise an Exit Point because of the Smart Metering Comms Hub Device or a breach by the Third Party Electricity Supplier of this Agreement (in which case the Third Party Electricity Supplier shall pay the Company's reasonable costs incurred in relation to the De-energisation Works and the subsequent Re-energisation Works).~~

### **Other Matters**

52B.7 For the avoidance of doubt, the Third Party Electricity Supplier shall only be entitled to Re-energise an Exit Point that has been De-energised by (or on behalf of) the Third Party Electricity Supplier pursuant to this Agreement.

52B.8 In undertaking De-energisation Works and Re-energisation Works pursuant to this Clause 52B, the Company may reposition the Smart Metering Comms Hub Device (or any part of it) on the meter board (but may not otherwise alter the position of the Smart Metering Comms Hub Device).

~~52B.9 Subject to any contrary agreement between the Third Party Electricity Supplier and the Electricity Supplier, where the Third Party Electricity Supplier has no further need for the Smart Metering Comms Hub Device (and there is no reasonable prospect of the Third Party Electricity Supplier, or any future Third Party Electricity Supplier, needing to use that Smart Metering Comms Hub Device in the future), then the Third Party Electricity Supplier shall remove that Smart Metering Comms Hub Device (or, to the extent consistent with Good Industry Practice, render it inoperable in accordance with Good Industry Practice). Where a Smart Metering Comms Hub Device has been rendered inoperable pursuant to this Clause 52B.9, then the Company shall at any time thereafter be entitled to remove and dispose of that Smart Metering Comms Hub Device.~~

### **Non-Interference**



52B.10 The Company shall ensure that the Third Party Electricity Supplier (and its ~~Gas Meter Asset Manager~~Meter Operator Agent when acting in its capacity as such) is entitled to interfere with the Distribution System to the extent it is necessary to do so in exercising the Third Party Electricity Supplier's rights or complying with its obligations under this Clause 52B or Clause 52C. The Third Party Electricity Supplier shall not (and shall ensure that its ~~Gas Meter Asset Manager~~Meter Operator Agent when acting in its capacity as such shall not) otherwise interfere with the Distribution System (subject to any contrary agreement between the Third Party Electricity Supplier and the Company).

52B.11 ~~The Third Party Electricity Supplier shall ensure that the Company is entitled to interfere with the Smart Metering Comms Hub to the extent it is necessary to do so in exercising the Company's rights or complying with its obligations under this Clause 52B or Clause 52C. The Company shall not otherwise interfere with the Smart Metering Comms Hub (subject to any contrary agreement between the Third Party Electricity Supplier and the Company).~~

52B.12 The Third Party Electricity Supplier shall indemnify the Company against all actions, proceedings, costs, demands, claims, expenses, liability, loss or damage arising directly from physical damage to the property of any person caused by the Third Party Electricity Supplier's ~~Gas Meter Asset Manager~~Meter Operator Agent in exercising the Third Party Electricity Supplier's rights under this Clause 52B (but excluding liability for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill, and subject to a cap of £1 million per incident or series of related incidents).

52B.13~~For the purposes of Clause 53.4, the Company and the Third Party Electricity Supplier agree that matters relating to Smart Metering Comms Hub Devices that are not the subject of express rights and obligations under this Section 2C (including the standard to which such devices are to be maintained) are outside of the subject matter of this Agreement (and neither the Company nor the Third Party Electricity Supplier waive their rights or remedies under Clause 53.4 in respect of the same).~~

## **52C. METER OPERATION CODE OF PRACTICE AGREEMENT**

52C.1 The Third Party Electricity Supplier shall procure that the ~~Gas Meter Asset Manager~~Meter Operator Agent which carries out De-energisation Works and/or Re-energisation Works in respect of an Exit Point shall be party to the Meter Operation Code of Practice Agreement, and shall comply with the Meter Operation Code of Practice Agreement in relation to those works.

52C.2 The Company shall be party to, and shall comply with, the Meter Operation Code of Practice Agreement.

## **52D. PROVISION OF INFORMATION**

### **Dangerous Incidents**

52D.1 Where the Third Party Electricity Supplier (or any of its contractors or agents) receives a report or enquiry from any person about any matter or incident that does or is likely to:

52D.1.1 cause danger or require urgent attention in relation to the supply or distribution of electricity in the Company's Distribution Services Area through the Distribution System; or

52D.1.2 affect the maintenance of the security, availability and quality of service of the Distribution System,

the Third Party Electricity Supplier shall notify the Company of such report or enquiry in a prompt and appropriate manner having regard to the nature of the incident to which the report relates. The Third Party Electricity Supplier shall notify the Company by telephone or post using the telephone number and postal address identified in the Company's Security and Safety of Supplies Statement or such other telephone number as may from time to time be notified in writing by the Company.

### **Damage or Interference**

52D.2 The Third Party Electricity Supplier shall (and shall ensure that its contractors and agents shall) in a prompt and appropriate manner having regard to the nature of the incident, inform the Company where the Third Party Electricity Supplier has (or in the case of the Third Party Electricity Supplier's contractors and agents, such contractors and agents have) reason to believe:

52D.2.1 that there has been damage to the Electrical Plant or Electric Lines owned by the Company; or

52D.2.2 that there has been interference with any electricity metering equipment at an Entry Point or an Exit Point on the Company's Distribution System that has prevented such metering equipment from correctly registering the quantity of electricity supplied,

unless the Third Party Electricity Supplier believes that the damage or interference was caused by the Company.

52D.3 Where the Third Party Electricity Supplier has reason to believe that any damage or interference reported by it (or by its contractors or agents) under Clause 52D.2 has been caused by a criminal act, it shall provide the Company with such information as is reasonably required for investigating the incident and resolving any safety concerns arising out of it.

## **52E. CONFIDENTIALITY RESTRICTIONS ON THE COMPANY**

### **Confidential Information**

52E.1 In this Clause 52E, Confidential Information means any information which the Company or any Affiliate or Related Undertaking of the Company:

52E.1.1 receives from the Third Party Electricity Supplier under this Agreement; or

52E.1.2 receives from any Connectee, which, if received from the Third Party Electricity Supplier, would fall within Clause 52E.1.1; or

52E.1.3 receives from the Third Party Electricity Supplier in error, but which would usually be considered to be confidential,

and the provisions of this Clause 52E shall apply to such Confidential Information, save where the Third Party Electricity Supplier notifies or otherwise gives prior written agreement to the Company that such Confidential Information need not be treated as confidential.

### **Restrictions on Use and Disclosure**

52E.2 Where the Company or any Affiliate or Related Undertaking of the Company receives or acquires Confidential Information, the Company shall (and shall procure that such Affiliate or Related Undertaking shall):

52E.2.1 not use the Confidential Information for any purpose other than as required or expressly permitted under this Agreement or any other agreement entered into between the Company and the Third Party Electricity Supplier for the provision of services by the Distribution Business of the Company;

52E.2.2 without prejudice to Clause 52E.2.1, not use the Confidential Information in a manner which may obtain for the Company or any Affiliate or Related Undertaking of the Company (as the case may be) any commercial advantage in the operation of a Supply Business;

52E.2.3 not authorise access to nor disclose any Confidential Information other than:

- (A) to such of the employees of the Company or any Affiliate or Related Undertaking of the Company as require to be informed thereof for the effective performance of the Company's obligations under this Section ~~2C2E~~ or any other agreement entered into between the Company and the Third Party Electricity Supplier for the provision of services by the Distribution Business of the Company or for the effective operation of the Distribution Business;
- (B) to such agents, consultants, professional or other advisors, and contractors as require to be informed thereof or to provide advice which is in connection with the operation of the Company's Distribution Business;
- (C) to the Authority;
- (D) information which the Company or any Affiliate or Related Undertaking of the Company (as the case may be) is required or permitted to make disclosure of:
  - (i) in compliance with the duties of the Company or any Affiliate or Related Undertaking of the Company (as the case may be) under the Act or any other requirement of a Competent Authority;
  - (ii) in compliance with the provisions of any Relevant Instruments;
  - (iii) in compliance with any other requirement of law;
  - (iv) in response to a requirement of any Stock Exchange or the Panel on Takeovers and Mergers or any other regulatory authority (whether or not similar to those bodies); or
  - (v) pursuant to the arbitration rules of the Electricity Arbitration Association or pursuant to any judicial or other arbitral process or tribunal of competent jurisdiction; or
- (E) for the purposes levying charges (where applicable); and

52E.2.4 take all reasonable steps to ensure that any such person as is referred to in sub-clauses 52E.2.3(A) and (B) to whom the Company or any Affiliate or Related Undertaking of the Company (as the case may be) discloses Confidential Information does not use that Confidential Information for any purpose other than that for which it was provided and does not disclose that Confidential Information otherwise than in accordance with the provisions of this Clause 52E.

### **Other Matters**

52E.3 The Company warrants that it has effected, and undertakes that it will during the term of this Agreement effect and maintain, all such registrations as it is required to effect and maintain under the Data Protection Act to enable it lawfully to perform the obligations imposed on it by this Agreement. The Company undertakes to comply with the Data Protection Act in the performance of this Agreement.

52E.4 The Third Party Electricity Supplier agrees that where the Company uses or discloses Confidential Information in accordance with this Clause 52E, such Confidential Information need not be treated as confidential for the purposes of Condition 42 of the Distribution Licence to the extent of such use or disclosure.

52E.5 The Company undertakes that, in any case where information to be disclosed by it under this Agreement may lawfully be disclosed only with the prior consent of the person to whom the information relates, it will use its reasonable endeavours to obtain such prior consent so as to enable it, or the Third Party Electricity Supplier as the case may be, promptly to perform its obligations under this Section ~~2C2E~~, provided that where the consent of the Connectee is required to be obtained for the purposes of this Section ~~2C2E~~, the Third Party Electricity Supplier (and not the Company) shall have the obligation to obtain such consent under Clause 52F.

## **52F. CONFIDENTIALITY RESTRICTIONS ON THE THIRD PARTY ELECTRICITY SUPPLIER**

### **Confidential Information**

52F.1 In this Clause 52F, Confidential Information means:

52F.1.1 any information (whether in writing, in disc or electronic form, or otherwise) which has been properly disclosed by the Company under this Agreement but which would usually be considered to be confidential; and

52F.1.2 any information which is marked as confidential or which is provided together with a covering letter or fax indicating its confidential nature,

and, to the extent that any Affiliate or Related Undertaking of the Third Party Electricity Supplier is in possession of Confidential Information, the Third Party Electricity Supplier shall procure that such Affiliate or Related Undertaking observes the restrictions in Clauses 52F.2 to 52F.4 (inclusive) as if in each such Clause there was substituted for the Third Party Electricity Supplier the name of the Affiliate or Related Undertaking.

### **Restrictions on Use and Disclosure**

52F.2 The Third Party Electricity Supplier hereby undertakes to the Company that it will preserve the confidentiality of, and not directly or indirectly reveal, report, publish, disclose or transfer or use for its own purposes, Confidential Information except:

52F.2.1 in the circumstances set out in Clause 52F.3;

52F.2.2 to the extent otherwise required or expressly permitted by this Agreement or any other agreement entered into between the Company and the Third Party Electricity Supplier for the provision of services by the Distribution Business of the Company; or

52F.2.3 with the prior consent in writing of the Company.



52F.3 The circumstances set out in this Clause 52F.3 are:

52F.3.1 where the Confidential Information, before it is furnished to the Third Party Electricity Supplier, is in the public domain;

52F.3.2 where the Confidential Information:

- (A) is acquired by the Third Party Electricity Supplier in circumstances in which this Clause 52F does not apply;
- (B) is acquired by the Third Party Electricity Supplier in circumstances in which this Clause 52F does apply and thereafter ceases to be subject to the restrictions imposed by this Clause 52F; or
- (C) (after it is furnished to the Third Party Electricity Supplier) enters the public domain,

otherwise (in any such case) than as a result of (i) a breach by the Third Party Electricity Supplier of its obligations in this Clause 52F; or (ii) a breach by the person who disclosed that Confidential Information of that person's confidentiality obligation, and the Third Party Electricity Supplier is aware of such breach;

52F.3.3 if the Third Party Electricity Supplier is required or permitted to make disclosure of the Confidential Information to any person:

- (A) in compliance with any requirement of a Competent Authority;
- (B) in compliance with the provisions of any Relevant Instrument;
- (C) in compliance with any other law or regulation;
- (D) in response to a requirement of any Stock Exchange or the Panel on Takeovers and Mergers or any other regulatory authority (whether or not similar to those bodies); or

- (E) pursuant to the rules of the Electricity Arbitration Association or pursuant to any judicial or arbitral process or tribunal of competent jurisdiction; or

52F.3.4 the disclosure of Confidential Information to any Affiliate or Related Undertaking of the Third Party Electricity Supplier, to the employees, directors, agents, consultants and professional advisers of the Third Party Electricity Supplier or any Affiliate or Related Undertaking of the Third Party Electricity Supplier, in each case on the basis set out in Clause 52F.4.

52F.4 The Third Party Electricity Supplier shall take all reasonable steps to ensure that any such person as is referred to in Clause 52F.3.4 to whom the Third Party Electricity Supplier discloses Confidential Information does not use that Confidential Information for any purpose other than that for which it is provided and does not disclose that Confidential Information otherwise than in accordance with this Clause 52F.

#### **Other Matters**

52F.5 The Third Party Electricity Supplier warrants that it has effected, and undertakes that it will during the term of this Agreement effect and maintain, all such registrations as it is required to effect and maintain under the Data Protection Act to enable it lawfully to perform the obligations imposed on it by this Agreement. The Third Party Electricity Supplier undertakes to comply with the Data Protection Act in the performance of this Agreement.

52F.6 The Third Party Electricity Supplier undertakes that, in any case where information to be disclosed under this Agreement may lawfully be disclosed only with the prior consent of the person to whom the information relates, it will use its reasonable endeavours to obtain such prior consent so as to enable it or (as the case may be) the Company promptly to perform its obligations under this Section ~~2C2E~~.

**SECTION ~~2D~~2F – ELECTRICITY SUPPLIER TO THIRD PARTY  
ELECTRICITY SUPPLIER RELATIONSHIPS**

## SCOPE OF SECTION ~~2D2F~~

This Section ~~2D2F~~ and the Schedules referred to in it set out the terms and conditions pursuant to which a Supplier Party shall allow a Third Party Electricity Supplier Party :

~~to install and thereafter maintain Smart Metering Comms Hub Devices.~~

- ~~• Carry out minimal reposition of Electricity Supplier's meter in communal meter position, to accommodate space for appointed smart meter installation;~~
- ~~• Work on looped neutral(s) on metering equipment;~~
- ~~• Work on a shared supply;~~
- ~~• Investigation/remedial revenue protection work; and~~
- ~~• Installation of an isolator;~~

## 52G. INTERPRETATION OF SECTION ~~2D2F~~

### Party Obligations

52G.1 In this Section ~~2D2F~~, in the Schedules when applied pursuant to this Section ~~2D2F~~, and in the terms defined in Clause 1 when used in this Section ~~2D2F~~ or those Schedules, a reference to an **Electricity Supplier** is:

52G.1.1 a reference to each Party that is a Supplier Party separately and individually and, where an obligation is imposed on, or a right granted to, an Electricity Supplier, that obligation is imposed on, and that right is granted to, each such Party separately and independently; and

52G.1.2 when made in relation to a Third Party Electricity Supplier and any period of time, a reference to the Supplier Party who is (or was), during that period, Registered in respect of the Metering Point associated with the Exit Point at a Premises for which the Third Party Electricity Supplier is (or was) the Responsible Third Party Electricity Supplier during that period.

52G.2 In this Section ~~2D2F~~, in the Schedules when applied pursuant to this Section ~~2D2F~~, and in the terms defined in Clause 1 when used in this Section ~~2D2F~~ or those Schedules, a reference to a **Third Party Electricity Supplier** is:

52G.2.1 a reference to each Party that is a Third Party Electricity Supplier Party separately and individually and, where an obligation is imposed on, or a right is granted to, a Third Party Electricity Supplier, that obligation is imposed on, and that right is granted to, each such Party separately and independently; and

52G.2.2 when made in relation to an Electricity Supplier and any period of time, a reference to the Third Party Electricity Supplier Party who is (or was), during that period, the Responsible Third Party Electricity Supplier for a Premises in respect of which the Electricity Supplier is (or was) Registered during that period.

52G.3 This Section ~~2D2F~~, and the Schedules when applied pursuant to it, shall:

52G.3.1 only create rights and obligations between Supplier Parties (on the one hand) and Third Party Electricity Supplier Parties (on the other), and shall not create rights or obligations between Supplier Parties and other Supplier Parties or between Third Party Electricity Supplier Parties and other Third Party Electricity Supplier Parties;

52G.3.2 not apply to the OTSO Party or to DNO/IDNO Parties; and

52G.3.3 only create obligations between an Electricity Supplier and a Third Party Electricity Supplier to the extent that, and in relation to those periods for which, that Electricity Supplier is (or was) Registered in respect of the Metering Point associated with the Exit Point at a Premises for which the Third Party Electricity Supplier is (or was) the Responsible Third Party Electricity Supplier (and not otherwise).

### **References in Relation to Electricity Suppliers and Third Party Electricity Suppliers**

52G.4 In this Section ~~2D2F~~, in the Schedules when applied pursuant to this Section ~~2D2F~~, and in the terms defined in Clause 1 when used in this Section ~~2D2F~~ or those Schedules, references to:

52G.4.1 an Exit Point are, when made in relation to an Electricity Supplier and any period of time, references to an Exit Point relating to a Metering Point for which that Electricity Supplier is (or was) Registered during that period;

52G.4.2 a Premises are, when made in relation to a Third Party Electricity Supplier and any period of time, references to a Premises for which the Third Party Electricity Supplier is (or was) the Responsible Third Party Electricity Supplier during that period of time;

52G.4.3 a Connectee, Connected Installation, Contract, Exit Point, Premises or Smart Metering Comms Hub Device, are (when made in relation to an Electricity Supplier and any period of time) references to a Connectee, Connected Installation, Contract, Exit Point, Premises or Smart Metering Comms Hub Device relating to a Metering Point for which that Electricity Supplier is (or was) Registered during that period;

52G.4.4 a Connectee, Connected Installation, Contract, Exit Point, Metering Point or Smart Metering Comms Hub Device, are (when made in relation to a Third Party Electricity Supplier and any period of time) references to a Connectee, Connected Installation, Contract, Exit Point, Metering Point or Smart Metering Comms Hub Device relating to a Premises for which the Third Party Electricity Supplier was the Responsible Third Party Electricity Supplier during that period of time; or

52G.4.5 a Distribution System or Company, are respectively (when made in relation to an Exit Point) references to the Distribution System associated with that Exit Point or to the DNO/IDNO Party that operates that Distribution System.

## 52H. DE-ENERGISATION AND RE-ENERGISATION WORKS

### Requirements for those undertaking Works

52H.1 De-energisation Works and Re-energisation Works carried out by or on behalf of the Third Party Electricity Supplier pursuant to this Clause 52H shall only be carried out by a person working on behalf of a ~~Gas Meter Asset Manager~~Meter Operator Agent engaged by the Third Party Electricity Supplier.

### Good Industry Practice

52H.2 The Electricity Supplier and the Third Party Electricity Supplier shall each act in accordance with Good Industry Practice when carrying out, or procuring the carrying out of, any De-energisation Works or Re-energisation Works.

### Works Undertaken by the Third Party Electricity Supplier

52H.3 If, in respect of an Exit Point for which the supply of electricity is metered directly by putting the full electrical current through the meter (known as ‘whole current metering’), the Third Party Electricity Supplier wishes at any time to:

52H.3.1 ~~install a Smart Metering Comms Hub Device at a Premises at which there is not, at that time, already a Smart Metering Comms Hub Device that can communicate with both the Third Party Electricity Supplier (or its appointed data communications company) and the gas metering equipment at the Premises; or~~

~~52H.3.2 operate, inspect, maintain, repair, renew, reposition, replace and/or remove a Smart Metering Comms Hub Device that was installed at the Premises prior to that time (whether or not on behalf of the Third Party Electricity Supplier);~~

- Carry out minimal reposition of Electricity Supplier’s meter in communal meter position, to accommodate space for appointed smart meter installation;
- Work on looped neutral(s) on metering equipment;
- Work on a shared supply;
- Investigation/remedial revenue protection work; and
- Installation of an isolator;



then the Third Party Electricity Supplier may (to the extent reasonably required in order to do so, and with no prior notice to the Electricity Supplier) De-energise the Exit Point at that Premises in order to do so; provided that the Third Party Electricity Supplier Re-energises that Exit Point as soon as reasonably practicable thereafter.

52H.4 If the Third Party Electricity Supplier resolves to De-energise and/or Re-energise an Exit Point pursuant to Clause 52H.3, then the Third Party Electricity Supplier shall:

52H.4.1 (subject to Clauses 52H.2 and 52I) decide on the extent and nature of the De-energisation Works and Re-energisation Works, and shall undertake such De-energisation Works and Re-energisation Works at its own cost; and

52H.4.2 comply with the Relevant Instruments and the Distribution Code in relation to the De-energisation Works and Re-energisation Works.

### **Electricity Supplier's Right to De-energise**

52H.5 The Electricity Supplier may, at any time with no prior notice to the Third Party Electricity Supplier, De-energise any Exit Point if:

52H.5.1 the Electricity Supplier is entitled to do so pursuant to the Contract relating to such Exit Point; or

52H.5.2 the Electricity Supplier is entitled to do so pursuant to the Relevant Instruments or Section 2A.

52H.6 If the Electricity Supplier resolves to De-energise an Exit Point pursuant to Clause 52H.5, then:

52H.6.1 (subject to Clauses 52H.2 and 52I) the Electricity Supplier shall decide on the extent and nature of the De-energisation Works required to De-energise the Exit Point;

52H.6.2 the Electricity Supplier shall Re-energise the Exit Point as soon as is reasonably practicable after the circumstance giving rise to such De-

energisation has ended (and shall determine the extent and nature of the Re-energisation Works required to Re-energise the Exit Point); and

52H.6.3 there shall be no charge to the Third Party Electricity Supplier in respect of such De-energisation Works and/or Re-energisation Works.

### **Other Matters**

52H.7 For the avoidance of doubt, the Third Party Electricity Supplier shall only be entitled to Re-energise an Exit Point that has been De-energised by (or on behalf of) the Third Party Electricity Supplier pursuant to this Agreement.

52H.8 ~~In undertaking De-energisation Works and Re-energisation Works pursuant to this Clause 52H, the Electricity Supplier may reposition the Smart Metering Comms Hub Device (or any part of it) on the meter board (but may not otherwise alter the position of the Smart Metering Comms Hub Device).~~

52H.9 In undertaking De-energisation Works and Re-energisation Works pursuant to this Clause 52H, the Third Party Electricity Supplier may reposition the electricity metering equipment (or any part of it) on the meter board (but may not otherwise alter the position of the electricity metering equipment).

52H.10 ~~Subject to any other agreement between the Third Party Electricity Supplier and the Electricity Supplier, where the Third Party Electricity Supplier has no further need for the Smart Metering Comms Hub Device (and there is no reasonable prospect of the Third Party Electricity Supplier, or any future Third Party Electricity Supplier, needing to use that Smart Metering Comms Hub Device in the future), then the Third Party Electricity Supplier shall remove that Smart Metering Comms Hub Device (or, to the extent consistent with Good Industry Practice, render it inoperable in accordance with Good Industry Practice). Where a Smart Metering Comms Hub Device has been rendered inoperable pursuant to this Clause 52H.10, then the Electricity Supplier shall at any time thereafter be entitled to remove and dispose of that Smart Metering Comms Hub Device.~~

### **Non-Interference**

52H.11 The Electricity Supplier consents to the Third Party Electricity Supplier (and its ~~Gas Meter Asset Manager~~Meter Operator Agent when acting in its capacity as such) interfering with the

electricity metering equipment at the Premises to the extent it is necessary to do so in exercising the Third Party Electricity Supplier's rights or complying with its obligations under this Clause 52H or Clause 52I. The Third Party Electricity Supplier shall not (and shall ensure that its ~~Gas Meter Asset Manager~~Meter Operator Agent when acting in its capacity as such shall not) otherwise interfere with the electricity metering equipment at the Premises (subject to any contrary agreement between the Third Party Electricity Supplier and the Electricity Supplier).

52H.12 Notwithstanding the consent given by the Electricity Supplier under Clause 52H.11, the Third Party Electricity Supplier shall indemnify the Electricity Supplier against all actions, proceedings, costs, demands, claims, expenses, liability, loss or damage arising:

52H.12.1 directly from physical damage to the property of any person caused by the Third Party Electricity Supplier's ~~Gas Meter Asset Manager~~Meter Operator Agent in exercising the Third Party Electricity Supplier's rights under this Clause 52H (but excluding liability for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill, and subject to a cap of £1 million per incident or series of related incidents); and/or

52H.12.2 directly or indirectly from any claim by the owner of the electricity metering equipment at the Premises or by the Electricity Supplier's Meter Operator Agent that the Electricity Supplier is in breach of its contracts with such persons in providing consent under Clause 52H.11 (but only to the extent such contracts were entered into prior to 1 October 2013, and subject to a cap of £1 million per contract).

~~52H.13 The Third Party Electricity Supplier shall ensure that the Electricity Supplier is entitled to interfere with the Smart Metering Comms Hub to the extent it is necessary to do so in exercising the Electricity Supplier's rights or complying with its obligations under this Clause 52H or Clause 52I. The Electricity Supplier shall not otherwise interfere with the Smart Metering Comms Hub (subject to any contrary agreement between the Third Party Electricity Supplier and the Electricity Supplier).~~

52H.14 For the purposes of Clause 53.4, the Electricity Supplier and the Third Party Electricity Supplier agree that matters relating to Smart Metering Comms Hub Devices that are not the subject of express rights and obligations under this Section ~~2D2E~~2D2F (including the standard to

which such devices are to be maintained) are outside of the subject matter of this Agreement (and neither the Electricity Supplier nor the Third Party Electricity Supplier waive their rights or remedies under Clause 53.4 in respect of the same).

## **52I. METER OPERATION CODE OF PRACTICE AGREEMENT**

52I.1 The Third Party Electricity Supplier shall procure that the ~~Gas Meter Asset Manager~~Meter Operator Agent which carries out De-energisation Works and/or Re-energisation Works in respect of an Exit Point shall be party to the Meter Operation Code of Practice Agreement, and shall comply with the Meter Operation Code of Practice Agreement in relation to those works.

52I.2 The Electricity Supplier shall procure that the Meter Operator Agent appointed for each Metering Point supplied by the User shall be party to the Meter Operation Code of Practice Agreement, and shall comply with the Meter Operation Code of Practice Agreement in relation to that Metering Point.

## **52J. PROVISION OF INFORMATION**

### **Danger, Damage or Interference**

52J.1 The Third Party Electricity Supplier shall (and shall ensure that its contractors and agents shall) in a prompt and appropriate manner having regard to the nature of the incident, inform the Electricity Supplier where the Third Party Electricity Supplier has (or in the case of the Third Party Electricity Supplier's contractors and agents, such contractors and agents have) reason to believe that:

52J.1.1 the flow of electricity through the Exit Point has been interrupted (and remains interrupted);

52J.1.2 there has been interference with any electricity metering equipment at a Premises that has prevented such metering equipment from correctly registering the quantity of electricity supplied; and/or

52J.1.3 the electricity metering equipment at the Premises otherwise presents a danger,

unless the Third Party Electricity Supplier believes that the Electricity Supplier has caused such circumstance to arise.

52J.2 ~~The Electricity Supplier shall (and shall ensure that its contractors and agents shall) in a prompt and appropriate manner having regard to the nature of the incident, inform the Third~~

~~Party Electricity Supplier where the Electricity Supplier has (or in the case of the Electricity Supplier's contractors and agents, such contractors and agents have) reason to believe that there has been damage to or interference with the Smart Metering Comms Hub Device (unless the Electricity Supplier believes that the damage or interference was caused by the Third Party Electricity Supplier), or that the Smart Metering Comms Hub Device otherwise presents a danger.~~

52J.3 For the purposes of giving notice under Clause 52J.1 or 52J.2, the Third Party Electricity Supplier or the Electricity Supplier (as applicable) shall use its reasonable endeavours to establish the identity of the Electricity Supplier or Third Party Electricity Supplier (as applicable) to whom notice should be given. Where the Third Party Electricity Supplier or the Electricity Supplier (as applicable) is unable to establish the identity of the person to whom notice should be given, it shall give such notice to the United Kingdom Revenue Protection Association.

## **52K. CONFIDENTIALITY RESTRICTIONS ON THE THIRD PARTY ELECTRICITY SUPPLIER**

### **Confidential Information**

52K.1 In this Clause 52K, Confidential Information means:

52K.1.1 any information (whether in writing, in disc or electronic form, or otherwise) which has been properly disclosed by the Electricity Supplier under this Agreement but which would usually be considered to be confidential; and

52K.1.2 any information which is marked as confidential or which is provided together with a covering letter or fax indicating its confidential nature,

and, to the extent that any Affiliate or Related Undertaking of the Third Party Electricity Supplier is in possession of Confidential Information, the Third Party Electricity Supplier shall procure that such Affiliate or Related Undertaking observes the restrictions in Clauses 52K.2 to 52K.4 (inclusive) as if in each such Clause there was substituted for the Third Party Electricity Supplier the name of the Affiliate or Related Undertaking.

### **Restrictions on Use and Disclosure**

52K.2 The Third Party Electricity Supplier hereby undertakes to the Electricity Supplier that it will preserve the confidentiality of, and not directly or indirectly reveal, report, publish, disclose or transfer or use for its own purposes, Confidential Information except:

52K.2.1 in the circumstances set out in Clause 52K.3;

52K.2.2 to the extent otherwise required or expressly permitted by this Agreement or any other agreement entered into between the Electricity Supplier and the Third Party Electricity Supplier; or

52K.2.3 with the prior consent in writing of the Electricity Supplier.

52K.3 The circumstances set out in this Clause 52K.3 are:

52K.3.1 where the Confidential Information, before it is furnished to the Third Party Electricity Supplier, is in the public domain;

52K.3.2 where the Confidential Information:

- (A) is acquired by the Third Party Electricity Supplier in circumstances in which this Clause 52K does not apply;
- (B) is acquired by the Third Party Electricity Supplier in circumstances in which this Clause 52K does apply and thereafter ceases to be subject to the restrictions imposed by this Clause 52K; or
- (C) (after it is furnished to the Third Party Electricity Supplier) enters the public domain,

otherwise (in any such case) than as a result of (i) a breach by the Third Party Electricity Supplier of its obligations in this Clause 52K; or (ii) a breach by the person who disclosed that Confidential Information of that person's confidentiality obligation, and the Third Party Electricity Supplier is aware of such breach;

52K.3.3 if the Third Party Electricity Supplier is required or permitted to make disclosure of the Confidential Information to any person:

- (A) in compliance with any requirement of a Competent Authority;
- (B) in compliance with the provisions of any Relevant Instrument;
- (C) in compliance with any other law or regulation;
- (D) in response to a requirement of any Stock Exchange or the Panel on Takeovers and Mergers or any other regulatory authority (whether or not similar to those bodies); or
- (E) pursuant to the rules of the Electricity Arbitration Association or pursuant to any judicial or arbitral process or tribunal of competent jurisdiction; or

52K.3.4 the disclosure of Confidential Information to any Affiliate or Related Undertaking of the Third Party Electricity Supplier, to the employees, directors, agents, consultants and professional advisers of the Third Party



Electricity Supplier or any Affiliate or Related Undertaking of the Third Party Electricity Supplier, in each case on the basis set out in Clause 52K.4.

52K.4 The Third Party Electricity Supplier shall take all reasonable steps to ensure that any such person as is referred to in Clause 52K.3.4 to whom the Third Party Electricity Supplier discloses Confidential Information does not use that Confidential Information for any purpose other than that for which it is provided and does not disclose that Confidential Information otherwise than in accordance with this Clause 52K.

#### **Other Matters**

52K.5 The Third Party Electricity Supplier warrants that it has effected, and undertakes that it will during the term of this Agreement effect and maintain, all such registrations as it is required to effect and maintain under the Data Protection Act to enable it lawfully to perform the obligations imposed on it by this Agreement. The Third Party Electricity Supplier undertakes to comply with the Data Protection Act in the performance of this Agreement.

## **52L. CONFIDENTIALITY RESTRICTIONS ON THE ELECTRICITY SUPPLIER**

### **Confidential Information**

52L.1 In this Clause 52L, Confidential Information means:

52L.1.1 any information (whether in writing, in disc or electronic form, or otherwise) which has been properly disclosed by the Third Party Electricity Supplier under this Agreement but which would usually be considered to be confidential; and

52L.1.2 any information which is marked as confidential or which is provided together with a covering letter or fax indicating its confidential nature,

and, to the extent that any Affiliate or Related Undertaking of the Electricity Supplier is in possession of Confidential Information, the Electricity Supplier shall procure that such Affiliate or Related Undertaking observes the restrictions in Clauses 52L.2 to 52L.4 (inclusive) as if in each such Clause there was substituted for the Electricity Supplier the name of the Affiliate or Related Undertaking.

### **Restrictions on Use and Disclosure**

52L.2 The Electricity Supplier hereby undertakes to the Third Party Electricity Supplier that it will preserve the confidentiality of, and not directly or indirectly reveal, report, publish, disclose or transfer or use for its own purposes, Confidential Information except:

52L.2.1 in the circumstances set out in Clause 52L.3;

52L.2.2 to the extent otherwise required or expressly permitted by this Agreement or any other agreement entered into between the Electricity Supplier and the Third Party Electricity Supplier; or

52L.2.3 with the prior consent in writing of the Third Party Electricity Supplier.

52L.3 The circumstances set out in this Clause 52L.3 are:

52K.3.1 where the Confidential Information, before it is furnished to the Electricity Supplier, is in the public domain;

52L.3.2 where the Confidential Information:

- (A) is acquired by the Electricity Supplier in circumstances in which this Clause 52L does not apply;
- (B) is acquired by the Electricity Supplier in circumstances in which this Clause 52L does apply and thereafter ceases to be subject to the restrictions imposed by this Clause 52L; or
- (C) (after it is furnished to the Electricity Supplier) enters the public domain, otherwise (in any such case) than as a result of (i) a breach by the Electricity Supplier of its obligations in this Clause 52L; or (ii) a breach by the person who disclosed that Confidential Information of that person's confidentiality obligation, and the Electricity Supplier is aware of such breach;

52L.3.3 if the Electricity Supplier is required or permitted to make disclosure of the Confidential Information to any person:

- (A) in compliance with any requirement of a Competent Authority;
- (B) in compliance with the provisions of any Relevant Instrument;
- (C) in compliance with any other law or regulation;
- (D) in response to a requirement of any Stock Exchange or the Panel on Takeovers and Mergers or any other regulatory authority (whether or not similar to those bodies); or
- (E) pursuant to the rules of the Electricity Arbitration Association or pursuant to any judicial or arbitral process or tribunal of competent jurisdiction; or

52L.3.4 the disclosure of Confidential Information to any Affiliate or Related Undertaking of the Electricity Supplier, to the employees, directors, agents, consultants and professional advisers of the Electricity Supplier or any Affiliate or Related Undertaking of the Electricity Supplier, in each case on the basis set out in Clause 52L.4.

52L.4 The Electricity Supplier shall take all reasonable steps to ensure that any such person as is referred to in Clause 52L.3.4 to whom the Electricity Supplier discloses Confidential Information does not use that Confidential Information for any purpose other than that for which it is provided and does not disclose that Confidential Information otherwise than in accordance with this Clause 52L.

### **Other Matters**

52L.5 The Electricity Supplier warrants that it has effected, and undertakes that it will during the term of this Agreement effect and maintain, all such registrations as it is required to effect and maintain under the Data Protection Act to enable it lawfully to perform the obligations imposed on it by this Agreement. The Electricity Supplier undertakes to comply with the Data Protection Act in the performance of this Agreement.

New Definition

Third Party Electricity Supplier

“ The electricity supplier