Company	Confidential/ Anonymous	1. Do you understand the intent of DCP 329?	Working Group Comments
BUUK Infrastructure	**Non-confidential**	Yes.	**Noted**
ESP Electricity Ltd	**Non-confidential**	Yes	**Noted**
Northern Powergrid (Northeast) Ltd. and Northern Powergrid (Yorkshire) plc	**Non-confidential**	Yes	**Noted**
Western Power Distribution	**Confidential**		
Working Group Conclusions: All respondents stated that they understand the intent of DCP 329.			

Company	Confidential/ Anonymous	2. In light of the context and background of the proposal do you believe that the wording in 5.1.2 is clear or ambiguous?	Working Group Comments
BUUK Infrastructure	Non-confidential	While we feel that the wording in 5.1.2 is clear and easy to understand, we also appreciate the potential need for change. Prior agreement can come in many forms but this may not be appreciated by the end	**Noted**

		customer. In an emergency situation it is unlikely that a customer would have time to engage with their distribution network provider.	
ESP Electricity Ltd	Non-confidential	Yes, we believe the wording is ambiguous and suggests that, even though the customer has the right to de-energise, they can only do so with the prior agreement of the distributor on each occasion.	**Noted**
Northern Powergrid (Northeast) Ltd. and Northern Powergrid (Yorkshire) plc	Non-confidential	Taken in isolation from other arrangements for de-energising the supply in the event of an emergency, such as via the regulation 12 emergency trip push button (regulation 12 of the Electricity at Work Regulations 1989), then I can understand how this clause could be open to interpretation. This clause relates to a situation where "*the condition or manner of operation of the Distribution System or the Connection Equipment poses an immediate threat of injury or material damage to any person or property*" i.e. where the DNO system/assets (rather than the Customers assets) are suffering distress. In this situation it could be unsafe for anyone to approach/operate any equipment at the service termination position, and the safest course of action would be to keep away and contact the DNO as soon as possible.	**Noted**
Western Power Distribution	Confidential		
Working Group Conclusions: The Working Group concluded that all respondents acknowledged that the current wording is open to interpretation and therefore will seek to add clarity to the existing text.			

Company	Confidential/ Anonymous	3. How do you interpret "with prior agreement of the company" within the current wording?	Working Group Comments
BUUK Infrastructure	Non-confidential	We believe that this is not prescriptive and can be via a variety of different forms of engagement.	**Note**
ESP Electricity Ltd	Non-confidential	That the customer should gain distributor approval on every occasion they need to carry out an emergency de-energisation.	**Noted**
Northern Powergrid (Northeast) Ltd. and Northern Powergrid (Yorkshire) plc	Non-confidential	We interpret the words "*with the prior agreement of the Company*" to mean that at the time of an emergency the Customer would need to contact the distributor for agreement before de-energising. We do not envisage any situation where a prior agreement has already been established between the Company and Customer in a contract regarding a safe action for the Customer to take in the event that the Company's Equipment is distressed. Subject to the prior agreement of the Company, clause 5.1.2 allows the Customer to De-energise the Customer's Installation. It does not permit the Customer to De-energise any of the Company's Equipment. The group needs to consider the circumstances where the Customer would need to seek the Company's prior agreement. If the Customer's Installation is remote from the Company's Equipment then the Customer may be able to safely De-energise their own installation. However, if the Company's Equipment and the Customer's Installation are adjacent then a number of factors need to be considered: 1. The Customer would need to be competent and knowledgeable enough to determine that the condition or manner of operation of the Distribution System or the Connection Equipment poses an immediate threat of injury or material damage to any person or property (including the Customer's Installation), i.e. they	**Noted**

		have to be experienced enough to identify the risk in the first place. 2. The Customer would need to be competent and sufficiently knowledgeable to establish the presence of any Company Equipment that could be operated safely, bearing in mind the location of the De-energising equipment and the part of the Company's Equipment that was in distress. In typical installations, there would be no such Company Equipment. 3. The Customer would need to be competent and authorised to operate the switchgear necessary to De-energise the distressed Company Equipment, and distinguishing such equipment from equipment that was distressed. If the Company's Equipment is within a substation then both the switchgear and the substation itself will be locked. Those locks can only be removed by authorised staff.	
Western Power Distribution	Confidential		
Working Group Conclusions: The Working Group concludes that some respondents indicate a literal interpretation of the wording and others add some assumptions to their interpretation. As stated in response to question 2 of this consultation, the Working Group will seek to add clarity to the existing text.			

Company	**Confidential/ Anonymous**	**4. What practices do distributors currently have in place regarding Section 3, 5.1.2?**	**Working Group Comments**

BUUK Infrastructure	Non-confidential	The instances of this clause impacting our distribution business are extremely rare and would therefore be handled on a case by case basis, dependant on the situation.	**Noted**
ESP Electricity Ltd	Non-confidential	ESPE networks are designed with services that enable a customer to de-energise their supply by providing a point of isolation in every case e.g. circuit breakers and fuse points. This means that customers can de-energise their supply without the need for ESPE's prior approval as they would not be working on ESPE's distribution system itself.	**Noted**
Northern Powergrid (Northeast) Ltd. and Northern Powergrid (Yorkshire) plc	Non-confidential	If the Customer wishes to de-energise the Company's Equipment then a suitably competent and person will need to seek authorisation from the Company to carry out the work. It must be someone who has been trained to operate the switchgear (although there would typically be no such switchgear installed) so that we can continue to safely and efficiently manage the distribution network.	**Noted**
Western Power Distribution	Confidential		
Working Group Conclusions: One respondents stated that they would expect an equivalent of an "authorised and competent" person to de-energise the DNO/ IDNO equipment, after seeking approval. All respondents seem to have internal processes in place.			

Company	**Confidential/ Anonymous**	**5a. How do distributors receive and respond to requests to de-energise?**	**Working Group Comments**

BUUK Infrastructure	Non-confidential	Requests usually come via telephone enquires or e-mail.	**Noted**
ESP Electricity Ltd	Non-confidential	ESPE does not receive requests to de-energise at the cut-out. In the event there was a request to attend site and de-energise a supply, we would despatch an authorised emergency response engineer.	**Noted**
Northern Powergrid (Northeast) Ltd. and Northern Powergrid (Yorkshire) plc	Non-confidential	Where a Customer wants their connection De-energising they can ring our Contact Centre who will process the request.	**Noted**
Western Power Distribution	Confidential		
Working Group Conclusions: The responses indicate that the companies have procedures to receive and respond to requests to de-energise.			

Company	**Confidential/ Anonymous**	**5b. How many instances have there been in the last three calendar years?**	**Working Group Comments**
BUUK Infrastructure	Non-confidential	None.	**Noted**
ESP Electricity Ltd	Non-confidential	None	**Noted**

Northern Powergrid (Northeast) Ltd. and Northern Powergrid (Yorkshire) plc	Non-confidential	We do not record the specific instances of De-energisation relating to this change proposal.	**Noted**
Western Power Distribution	Confidential		
Working Group Conclusions: Based on the responses received above, there have been very few instances where customers have contacted Distributors to de-energise their equipment.			

Company	**Confidential/ Anonymous**	**6. Have you ever had instances of unauthorised emergency de-energisation and if so what actions, if any, were taken against the person(s) involved?**	**Working Group Comments**
BUUK Infrastructure	Non-confidential	As above, none.	**Noted**

ESP Electricity Ltd	Non-confidential	None	**Noted**
Northern Powergrid (Northeast) Ltd. and Northern Powergrid (Yorkshire) plc	Non-confidential	We do not record any specific instances.	**Noted**
Western Power Distribution	Confidential		
Working Group Conclusions: There is not an easily identifiable manner to record such instances.			

Company	**Confidential/ Anonymous**	**7. Do distributors have a defined documented process for managing this process at present?**	**Working Group Comments**
BUUK Infrastructure	Non-confidential	We have processes in place for managing emergencies upon on our network and these would include cases where a de-energisation is required of a customer's premises.	**Noted**
ESP Electricity Ltd	Non-confidential	We have a documented process for responding to emergencies and faults.	**Noted**
Northern Powergrid (Northeast) Ltd. and Northern	Non-confidential	We have a process for a Customer to De-energise their installation, but not for a Customer to De-energise our equipment.	**Noted**

Powergrid (Yorkshire) plc			
Western Power Distribution	Confidential		
Working Group Conclusions: All respondents indicated that they have appropriate processes in place for managing this process.			

Company	Confidential/ Anonymous	8. How do distributors asses the competency of the person authorised to de-energise?	Working Group Comments
BUUK Infrastructure	Non-confidential	Emergency situations are dealt with as and when they arise.	**Noted**
ESP Electricity Ltd	Non-confidential	ESPE's authorised personnel are employed by NERS accredited companies. We request evidence of current qualifications and maintain a register of authorised personnel.	**Noted**
Northern Powergrid (Northeast) Ltd. and Northern Powergrid (Yorkshire) plc	Non-confidential	The processes we have for a Customer to De-energise their equipment are linked to the provision of specific de-energising equipment that requires no specific skills to operate.	**Noted**
Western Power Distribution	Confidential		

Working Group Conclusions: There is not a common approach for managing this based on the comments received above.

Company	Confidential/ Anonymous	9. Please provide your views on the proposed options above. Which of the above options is your preferred choice?	Working Group Comments
BUUK Infrastructure	Non-confidential	***Option 1: Keep the current legal text and define "with the prior agreement of the Company", to state that this can be a pre-established agreement.*** It isn't clear to us that this option would address the issue raised by the proposer of this modification. Having to pre-establish an agreement between a customer and their distribution network operator regarding what they undertake and how in every emergency situation seems an unrealistic option. ***Option 2: Remove the current text "with the prior agreement of the Company" and replace with "Customer shall have the right subject to clause 8.1 of Section 3".*** There is logic is suggesting that emergency work can be carried out by competent and authorised personnel. However again we are not sure that this may be practical in every emergency situation. There may be instances where no such personnel are available and then the customer would potentially be in breach of the NTC. We therefore are not sure whether this option meets the intention of the modification. ***Option 3: Replace "with the prior agreement of the Company" with "using authorised and safe means".***	**Noted**

		The reference to 'safe means' seems a sensible replacement of the requirement to seek prior approval of the network operator as it clearly sets out an expectation upon the customer to act in a certain manner. It isn't clear to us what 'authorised means' is actually referring to as this isn't a defined term in the NTC and would be ambiguous to a customer. We believe that the removal of the requirement for a customer to have "prior agreement of the Company" leaves a potential gap where the customer would not necessarily feel that they need to inform the network operator when they have carried out emergency work. We therefore feel that a change along the lines of option 3 would also need an additional insertion to require the customer to inform their network operator of any emergency de-energisation that they have carried out. ***Option 4 – Leave as is.*** This would not address the issue raised by the proposer of this modification.	
ESP Electricity Ltd	Non-confidential	ESPE's preferred choice is Option 1. We believe the intent of the CP is to allow authorised engineers to de-energise a supply in an emergency and that authorisation can be established prior to any work carried out. Only Option 1 references a 'pre-established agreement'.	**Noted**
Northern Powergrid (Northeast) Ltd. and Northern Powergrid (Yorkshire) plc	Non-confidential	From the options proposed we would prefer option 4 – Leave as is. However to clarify any ambiguity the following change to DCISA 5.12 could be considered: 5.1 If, in the reasonable opinion of: 5.12 the Customer, the condition or manner of operation of the Distribution System or the Connection Equipment poses an	**Noted**

		immediate threat of injury or material damage to any person or property (including the Customer's Installation), then the Customer should use all reasonable endeavours to immediately report the situation to the Company.	
Western Power Distribution	Confidential		
Working Group Conclusions: Following the comments received above, the Working Group will review the proposed options further and amend the legal text appropriately.			

Company	Confidential/ Anonymous	10. Do you have any other solutions that you would like the Working Group to consider?	Working Group Comments
BUUK Infrastructure	Non-confidential	N/A.	**Noted**
ESP Electricity Ltd	Non-confidential	It is our understanding that the National Skills Academy for Power is investigating introducing a centralised register of authorised personnel - a scheme similar to Lloyd's Register's NERS scheme whereby electricity engineers can elect to be technically assessed for authorisation to work on distribution systems in the event of an emergency. It would need to be carefully monitored and have the ability to be audited.	**Noted**
Northern Powergrid (Northeast) Ltd. and Northern	Non-confidential	Please refer to our suggested change in answer to question 9.	**Noted**

Powergrid (Yorkshire) plc			
Western Power Distribution	Confidential		
Working Group Conclusions: The Working notes the work that the National Skills Academy is undertaken.			

Company	**Confidential/ Anonymous**	**11. Do you have any other comments on the current legal text?**	**Working Group Comments**
BUUK Infrastructure	Non-confidential	No	**Noted**
ESP Electricity Ltd	Non-confidential	No	**Noted**
Northern Powergrid (Northeast) Ltd. and Northern Powergrid (Yorkshire) plc	Non-confidential	Please refer to our answers to questions 2 and 9.	**Noted**
Western Power Distribution	Confidential		
Working Group Conclusions: No additional comments on the legal text were received.			

Company	Confidential/ Anonymous	12. Do you believe that the DCUSA General objectives are better facilitated by this CP. Please provide your rationale?	Working Group Comments
BUUK Infrastructure	Non-confidential	We agree that this change better facilitates DCUSA General Objective One as it will ensure improved efficiency and coordination of safety across the networks by providing clarity and ability for the customer to better make situations safer when danger arises.	**Noted**
ESP Electricity Ltd	Non-confidential	We agree with the WG in that Objectives 1 and 3 are better facilitated.	**Noted**
Northern Powergrid (Northeast) Ltd. and Northern Powergrid (Yorkshire) plc	Non-confidential	The Proposer believes that this change will "*better facilitate the relevant DCUSA General Objective One as it is more efficient to allow a Customer, who has the experience and knowledge, to De-energise their own Customer Installation in emergency situations without the prior agreement of the DNO*". However, none of the proposed options recognise the need for the Customer to have that experience and experience. We are of the view that the proposed change replaces one ambiguity with another and hence does not facilitate the DCUSA general objectives. The suggestion in our response to question 9 would address the current ambiguity and hence would better facilitate the DCUSA general objectives.	**Noted**
Western Power Distribution	Confidential		
Working Group Conclusions: A majority of the responses received believe that this change would better facilitate the DCUSA General Objectives. One respondent raised concerns that the proposed alternative legal texts are still ambiguous and provided an alternative solution which the Working Group will consider.			

Company	Confidential/ Anonymous	13. Are you aware of any wider industry developments that may impact upon or be impacted by this CP?	Working Group Comments
BUUK Infrastructure	Non-confidential	No.	**Noted**
ESP Electricity Ltd	Non-confidential	It is our understanding that the National Skills Academy for Power is investigating introducing a centralised register of authorised personnel.	**Noted**
Northern Powergrid (Northeast) Ltd. and Northern Powergrid (Yorkshire) plc	Non-confidential	No.	**Noted**
Western Power Distribution	Confidential		
Working Group Conclusions: The Working notes the work that the National Skills Academy is undertaken.			

Company	Confidential/ Anonymous	14. Do you agree with the proposed implementation plan?	Working Group Comments
BUUK Infrastructure	Non-confidential	Yes.	**Noted**

ESP Electricity Ltd	Non-confidential	Yes	**Noted**
Northern Powergrid (Northeast) Ltd. and Northern Powergrid (Yorkshire) plc	Non-confidential	Yes, subject to the resolution of the points we have raised.	**Noted**
Western Power Distribution	Confidential		
Working Group Conclusions: All respondents agreed with the proposed implementation plan.			

Company	**Confidential/ Anonymous**	**15. Any other comments?**	**Working Group Comments**
BUUK Infrastructure	Non-confidential	N/A.	**Noted**
ESP Electricity Ltd	Non-confidential	No	**Noted**
Northern Powergrid (Northeast) Ltd. and Northern Powergrid (Yorkshire) plc	Non-confidential	None at this time.	**Noted**

Western Power Distribution	Confidential		
Working Group Conclusions: No other comments were received.			