

INTERVENTIONS WORKING GROUP - TERMS OF REFERENCE

1 ESTABLISHMENT OF THE GROUP

- 1.1 DCUSA Working Groups are established by the DCUSA Panel in accordance with Clause 7.24 of the DCUSA.

2 SCOPE

- 2.1 The Interventions Working Group is established to assist the DCUSA Panel in the evaluation of the operation of Clause 30.5 of DCUSA as it pertains to the roll out of Smart meters. The Working Group should consider the key principles of Clause 30.5 and report back to the DCUSA Panel on whether any changes to these principles are required.
- 2.2 Clause 30.5 is (at commencement of the Working Group) as follows:

“Dangerous Incidents and Damage

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

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

30.5.2 affect the maintenance of the security, availability and quality of service of the Distribution System, the User shall notify the Company of such report or enquiry in a prompt and appropriate manner having regard to the nature of the incident to which the report relates. Where the User does not hold a Supply Licence (or to the extent the User does not discharge its obligation under Condition 20 of its Supply Licence) the User shall notify the Company of reports received from Connectees in accordance with this Clause 30.5. Where the User is a Supplier Party, it shall meet its obligations under this Clause 30.5 (insofar as relating to Category A Situations, Category B Situations and Category C Situations) by complying with Clauses 30.5A to 30.5F below. Such Clauses shall not apply where the User is not a Supplier Party.

30.5A.1 Where the User (or its contractors or agents or any Relevant Exempt Supplier) receives a report or enquiry from any person about any matter or incident that does or is likely to cause danger or require urgent attention in relation to the supply or distribution of electricity through the Distribution System (including a Category A Situation), then the User shall ensure that the Company is notified of such report or enquiry by telephone in a prompt and appropriate manner having regard to the nature of the incident to which the report relates. The User shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule 24.

30.5A.2 Subject to Clause 30.5D, on receipt of a telephone call in accordance with Clause 30.5A.1, the Company will

send an appropriate person to the affected Premises within the Prescribed Period. If the report is received outside of Working Hours the report will be deemed to have been received at the commencement of the next period of Working Hours.

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

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

- (a) within the Prescribed Period, agree an appointment date with the Connectee to re-visit the Premises to remedy the residual situation;
- (b) ensure that the date of such appointment is within the Prescribed Period; and
- (c) attend the Premises on the agreed appointment date and remedy the residual situation (such that no Category A Situation or Category B Situation is affecting the Premises).

30.5B.1 Where the User (or its contractors or agents or any Relevant Exempt Supplier) receives a report or enquiry from any person about any matter or incident that is a Category B Situation, then the User shall ensure that the Company is notified of such report or enquiry using the Data Transfer Network (data flow D0135), or such other means as is agreed between the Company and the User, within 5 Working Days after receipt of such report or enquiry. The User shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule 24, and (where the User has the Connectee's permission to do so) contact details for the Connectee.

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

- (a) within the Prescribed Period, contact the Connectee and agree an appointment date to visit the Connectee to remedy the Category B Situation; and
- (b) ensure that the date of such appointment is within the Prescribed Period; and
- (c) attend the Premises on the agreed appointment date and remedy the Category B Situation (such that no Category A Situation or Category B Situation is affecting the Premises). In the event that the situation cannot be remedied on the first visit a further appointment will be booked to remedy the situation as soon as reasonably practicable.

30.5B.3 On receipt of a notification in accordance with Clause 30.5B.1, where contact details have not been provided in the notification and the Connectee's contact details are not listed in the Company's Priority Services Register (as defined in the Distribution Licences), the Company may reject the notification. If the notification is not so rejected the Company shall be deemed to have met the Service Level for Clause 30.5B.2.

- 30.5C.1 Where the User (or its contractors or agents or any Relevant Exempt Supplier) receives a report or enquiry from any person about any matter or incident that is a Category C Situation, then the User shall ensure that the Company is notified of such report or enquiry using the Data Transfer Network (data flow D0135) within 10 Working Days after receipt of such report or enquiry. The User shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule 24.
- 30.5D.1 The obligations of the Company that are subject to the Service Levels shall only apply with effect from the date 12 months after the date referred to in Section 30.5F.2.
- 30.5D.2 The obligations of the Company that are subject to the Service Levels shall be construed as obligations to use reasonable endeavours to comply with each Service Level on 90% of occasions within each Quarter; provided that (where the Company is a DNO Party) if the sum of the notified Category A Situations and Category B Situations during that Quarter across all Supplier Parties in respect of the Company's Distribution Services Area, exceeds 2% of the aggregate Smart Meter Installation Forecasts across all Supplier Parties in respect of that Quarter and the Company's Distribution Services Area, then the Company shall be released from its obligation to use reasonable endeavours to meet the Service Levels for obligations beyond that 2% level.
- 30.5D.3 Where the Company has visited the affected Premises on the date agreed with the Connectee (pursuant to Clause 30.5A.4 or 30.5B.2), but has been unable to gain access to the Premises, the Company will:
- (a) be deemed to have met the Service Level for Clause 30.5A.4(c) or 30.5B.2(c) (as applicable);
 - (b) (only where this is the first agreed appointment) contact the Connectee and agree an alternative appointment to visit the Connectee, and Clause 30.5A.4 or 30.5B.2 (as applicable) will apply as if the telephone call or the notification (as applicable) referred to in those Clauses had been received on the date of the Company's visit to the affected Premises; and
 - (c) (where this is the second agreed appointment) notify the User and the Meter Operator Agent via the Data Transfer Network (data flow D0126).
- 30.5D.4 Where the Company and the Connectee are unable to agree an appointment date that falls within the Prescribed Period for Clauses 30.5A.4(b) or 30.5B.2(b), but they are able to agree one outside of that period, then the Company will be deemed to have met the Service Level.
- 30.5D.5 Where the Company has used reasonable endeavours to agree an appointment for a Category B Situation and has been unable to agree one, then the Company will be deemed to have met the Service Level for Clause 30.5B.2(a). In such circumstances, the Company shall notify the User and the Meter Operator Agent via the Data Transfer Network (data flow D0126).
- 30.5D.6 Where the Company is an IDNO Party, it shall be released from its obligation to meet the Service Levels within a Distribution Service Area if the DNO Party for that Distribution Services Area has been released from its obligation under Clause 30.5D.2.

- 30.5D.7 For the avoidance of doubt, the Company will be deemed to have met the obligations that are subject to the Service Levels where it meets its obligations under 30.5D.2 (or where it is deemed to have met a Service Level, or is released from its obligations, under this Clause 30.5D).
- 30.5E.1 Where the Company has not met the Service Level for a Category A Situation or Category B Situation, the Company shall give priority to the resolution of this situation over others notified under Clause 30.5B.
- 30.5E.2 On completion of work to remedy a Category A Situation or a Category B Situation, the Company shall notify the User and the User's Meter Operator Agent using the Data Transfer Network (data flow D0126), and shall specify in such notification the Company's view of the correct asset condition code (as set out in Part 2 of Schedule 24).
- 30.5E.3 Where the Company believes that the User or the User's Meter Operator Agent has misreported an asset condition code (as set out in Part 2 of Schedule 24) the Company shall notify the User and the Meter Operator Agent.
- 30.5E.4 On or after 1 April 2015, where situations reported by the User (or its Meter Operator Agent) to the Company specify an asset condition code (as set out in Part 2 of Schedule 24) which indicates a more serious situation than is actually the case, then the Company shall be entitled to levy Transactional Charges in accordance with the Relevant Charging Statement.
- 30.5E.5 With effect from 27 February 2015 (or, where that is not reasonably practicable, as soon as reasonably practicable thereafter, and in any event from 1 June 2015), the Company will notify the User and the Meter Operator Agent of the appointment date agreed with each Connectee pursuant to Clause 30.5A.4 or 30.5B.2 within 5 Working Days after its agreement (such notification to be provided via the relevant Data Transfer Network flow). Any cancellation and or subsequent re-booking of an appointment date shall be notified by the same means and in the same timescales.
- 30.5F.1 Starting with the Quarter commencing on 1 April 2015, the Company will produce a report in accordance with Part 3 of Schedule 24 for its Distribution Services Area, and in respect of each Quarter. The Company will send that report to the User within 55 Working Days after the end of that Quarter.
- 30.5F.2 For the Quarter commencing on 1 July 2015 and each subsequent quarter, the User will produce and send to the Company a report in accordance with Part 4 of Schedule 24 for that Quarter and the subsequent periods required in accordance with the specified template. The User must send the report for each such Quarter to the Company by the last Working Day of the first month of the Quarter."

2.3 The Working Group shall review feedback on Party processes and operations to:

- Ensure that the requirements created by Clause 30.5 are fully operational

- Ensure any risks and issues to the effective operation of Clause 30.5 are identified and resolution options developed and implemented
- Ensure arrangements are in place for the ongoing monitoring and review of the effectiveness of these arrangements and the identification of improvement opportunities
- Review supplier forecast reporting arrangements
- Review SLA performance, as appropriate, to explore any underlying issues where collaborative action/support may help to address any issues
- Review distributor readiness to support the supplier smart rollout profile by time, volume and geography and identify any potential operational issues (where these can be discussed without breaching commercial relationships)
- Identify collaborative improvements in the on-site smart metering activity (across suppliers, distributors and meter operators) and supporting business processes
- Review data flow or telephoned reports to identify opportunities for improving the quality of reporting of network issues from site
- Review feedback from field teams to identify opportunities for process improvements – both reporting processes and resolution processes
- Share field experiences to find improved ways of working and develop areas of mutual support, as required
- Identify/flag examples of best practice ways of working together for others to follow
- Develop evidence based recommendations for improving the installation and rollout of smart metering
- Review feedback on any post installation faults to aid continuous improvement

3 MEMBERSHIP

- 3.1 The Working Group shall comprise of at least five individuals who each have relevant experience and expertise in relation to the subject matter of Clause 30.5 and whose backgrounds are broadly representative of the persons likely to be affected by the processes used pursuant to that Clause of the Agreement.

4 CHAIRMANSHIP OF MEETINGS

- 4.1 The Working Group Chair will at all times be from a company that is Party or its agent and will be appointed by majority vote of attendees at the first Working Group meeting.
- 4.2 The Chair's role will be to chair meetings, facilitate discussions and establish a proposed way forward. The Chair shall act in accordance with the DCUSA Working Group Chair Guidelines.
- 4.3 If the Chair is not present after the time for which a Working Group Meeting has been convened, the Working Group Members present may appoint one of their number to chair the meeting.

5 DUTIES OF WORKING GROUP MEMBERS

General

- 5.1 Working Group Members shall act in accordance with Clause 7.33 of the DCUSA and in accordance with these Terms of Reference as determined by the Panel.
- 5.2 Working Group members shall not agree policy or discuss matters of a commercially sensitive or competitive nature
- 5.3 Representatives should be prepared to:
- Engage and participate fully in the Working Group.
 - Take actions to be completed outside of the Working Group meeting.
 - Report back on views and actions taken.

Impartiality

- 5.4 Working Group Members shall act impartially and shall not be representative of a Party, Group of Parties or Constituency.

6 SECRETARIAT

- 6.1 The Working Group shall, unless determined otherwise by the DCUSA Panel, develop and adopt its own internal working procedures. The Working Group will be supported by the Secretariat who shall be responsible for:
- Booking, convening and circulating notice of meetings.
 - Circulating the agenda the meeting of the Group at least 5 Working Days in advance of the meeting.
 - Circulating minutes of the meeting no later than 10 Working Days following the meeting.
 - Publishing all non confidential meeting papers and minutes on the DCUSA website.
 - Providing a verbal report to the Panel as appropriate, giving a summary of key issues and progress being made.

7 DECISION MAKING

- 7.1 Decisions will be by majority consensus of those Working Group members present at the meeting where the decision is taken.

8 APPROVAL OF EXPENDITURE

- 8.1 The Working Group shall seek the views of the DCUSA Panel before taking on any significant amount of work.
- 8.2 Where the Working Group requires instruction, clarification or guidance from the DCUSA Panel, particularly in relation to its Scope of Work, the Working Group Chairman should contact the DCUSA Panel Secretary.
- 8.3 The Panel will be responsible for the management of the costs of Secretariat services, legal costs and ancillary charges such as teleconferencing charges.
- 8.4 The expenses of those serving on the DCUSA Issues Group will be managed in accordance with Clause 8.

9 TIMETABLE

- 9.1 The Working Group is expected to meet Quarterly.
- 9.2 Should the Working Group believe that any additional meetings are required, approval must first be sought from a representative of the DCUSA Panel.

10 REPORTING TO THE DCUSA PANEL

- 10.1 The Working Group will report directly to the Panel. A verbal report will be provided to the Panel giving a summary of key issues and progress made.
- 10.2 Should the Working Group identify any required legal text changes, these will need to be developed as a Change Proposal which should be sponsored by a DCUSA Party and submitted to the DCUSA Panel for its consideration
- 10.3 Changes to documentation or processes not under DCUSA governance should be raised through the appropriate channels.