

SCHEDULE 23 – THEFT OF ELECTRICITY CODE OF PRACTICE

Contents

1	INTERPRETING THIS DOCUMENT	2942
2	DEFINITIONS	3943
3	INTRODUCTION	ERROR! BOOKMARK NOT DEFINED.946
4	RESPONSIBILITIES OF PARTIES	ERROR! BOOKMARK NOT DEFINED.949
5	INFORMATION SOURCES	ERROR! BOOKMARK NOT DEFINED.951
6	INFORMATION EXCHANGE BETWEEN PARTIES	ERROR! BOOKMARK NOT DEFINED.952
7	PROCEDURES FOR INVESTIGATION	ERROR! BOOKMARK NOT DEFINED.958
8	QUALIFICATION OF STAFF	ERROR! BOOKMARK NOT DEFINED.961
9	VISIT PROCEDURE/GAINING ENTRY ...	ERROR! BOOKMARK NOT DEFINED.962
10	VISIT PREPARATION	ERROR! BOOKMARK NOT DEFINED.964
11	CONDUCT OF INVESTIGATIONS	ERROR! BOOKMARK NOT DEFINED.965
12	COLLECTION AND RETENTION OF EVIDENCE (TO INCLUDE HANDLING OF CASE MATERIALS)	ERROR! BOOKMARK NOT DEFINED.965
13	TREATMENT OF VULNERABLE CUSTOMERS	ERROR! BOOKMARK NOT DEFINED.967
14	INFORMATION TO CUSTOMERS	ERROR! BOOKMARK NOT DEFINED.969
15	OUTCOME OF INVESTIGATION	ERROR! BOOKMARK NOT DEFINED.971
16	RESOLVING DISPUTES	ERROR! BOOKMARK NOT DEFINED.979

1. INTERPRETING THIS DOCUMENT

- 1.1 This Code of Practice is a Schedule to the Distribution Connection and Use of System Agreement (the DCUSA) established under the licences of the Distributors.
- 1.2 The Distributors and the Suppliers are obliged (by Clause 32 of the DCUSA) to either:
- (a) comply with the respective obligations of Distributors and Suppliers under this Code of Practice; or
 - (b) procure that external Revenue Protection Agents comply with their respective obligations as Distributors and Suppliers under this Code of Practice.
- 1.3 A Distributor may act as a Supplier's external Revenue Protection Agent pursuant to Clause 32.3 of the DCUSA, in which case the Distributor's obligation (in its capacity as the Supplier's Revenue Protection Agent) is to meet the obligations of the Supplier under this Code of Practice (and to otherwise perform the role of the Supplier's Revenue Protection Agent under this Code of Practice).
- 1.4 A Party may contract with an external Revenue Protection Agent outside of the DCUSA. Such a Party may do so by referring (or otherwise given effect) to the obligations of such Party under this Code of Practice. In such circumstances, the external Revenue Protection Agent's obligation is to meet the obligations of the Party (whether as Distributor or Supplier) under this Code of Practice (and to otherwise perform the role of that Party's Revenue Protection Agent under this Code of Practice).
- 1.5 This document is generally divided into sections headed "**OBLIGATIONS**", "**BEST PRACTICE**" and "**REFERENCES**", which are to be interpreted as follows:

- (a) sections marked “**OBLIGATIONS**” detail actions which must be taken by the relevant Party. Failure to take these actions constitutes a breach of this Code of Practice (and therefore of the DCUSA or of the other agreement by which this Code of Practice is given effect);
 - (b) sections marked “**BEST PRACTICE**” set out a suggested course of action for achieving the Obligations. They confer no obligation, and Parties may choose whether they follow the course of action set out or another course of action entirely. They are therefore provided for information only and denote one way in which the Obligations may be achieved; and
 - (c) sections marked “**REFERENCES**” provide information on requirements outside of this Code of Practice that are relevant to its subject matter. Failure to adhere to any of the requirements described is not a breach of this Code of Practice itself, but may lead to a Party being in breach of their obligations elsewhere. They are provided for information only. All of the appendices to this Code of Practice are intended as “References”.
- 1.6 Some sections of this Code of Practice are not marked as “Obligations”, “Best Practice” or “References”. These sections do not confer any obligation on the Parties, but are included so as to support and provide context to the Obligations (and the Obligations should be read accordingly).
- 1.7 Any reference to days, months, years throughout this document should be interpreted as calendar days, calendar months and calendar years unless otherwise stated.

2. **DEFINITIONS**

- 2.1 In this Code of Practice, and without prejudice to the provisions of paragraph 2.2, the following words or expressions shall have the meanings set out opposite them.

Confirmed Theft

means that a Supplier, Distributor or Revenue Protection Agent (as applicable) reasonably determines that, on the balance of probabilities and taking into account all of the evidence then available, one or more instances of Theft of Electricity has occurred. A Party

may not make such a determination unless it has sufficient evidence to substantiate the occurrence of a Theft of Electricity. Such evidence must include (as a minimum): (a) an indication of theft via a desktop review ~~of consumption levels~~ (where applicable); (b) a report of a site visit (where access was successful); (c) photographic evidence (or a sketch) of the theft including any illegal connection/bypass or meter tamper; (d) a determination of the value of electricity stolen; and (e) a police report or crime reference number (where available).

Disconnect

means to disconnect a premises as referred to in the Electricity Act, and includes 'De-energisation' (as defined in Clause 1 of the DCUSA).

Distributor

means a holder of a distribution licence under the Electricity Act (and, in respect of Theft in Conveyance from a Premises, is the owner and/or operator of the Distribution System to which such Premises are connected).

Domestic Customer

has the meaning given to that expression in the Supplier licences.

Electricity Act

means the Electricity Act 1989.

Party

means the Distributor or the Supplier.

Perpetrator

means the person who has committed the Theft of Electricity.

**Personal Characteristics
or Circumstance**

includes: (a) the Domestic Customer being of pensionable age; or (b) the Domestic Customer being chronically sick, or having an impairment, disability, long term medical condition (including but not limited

to a visual, auditory, literacy or mobility impairment), or severe financial insecurity (they are unable to safeguard their personal welfare or the personal welfare of other members of the household).

Premises

includes any land, building or structure.

Priority Services

is to be interpreted by reference to the licence obligations of Distributors and Suppliers concerning their priority service registers.

Relevant Costs

has the meaning given to that expression in Clause 3.3(b).

Revenue Protection Agent

means a person undertaking any of the revenue protection activities described in this Code of Practice on behalf of a Party (whether as an internal or external provider)

Supplier

means a holder of a supply licence under the Electricity Act (and, in respect of Theft of Electricity for use at a Premises, is the electricity supplier Registered for the Metering Point or Metering System relating to the supply of electricity to those Premises).

Theft in Conveyance

means the abstraction of electricity (regardless of where such abstraction takes place) for use otherwise than at a Premises for which there is a Metering Point or Metering System that is Registered by a Supplier.

Theft of Electricity

includes (but is not limited to) Theft in Conveyance, the circumstances described in paragraph 4 of schedule 6 to the Electricity Act, and the circumstances described in paragraph 11 of schedule 7 to the Electricity Act.

Value	means, in respect of stolen electricity, the amount which could reasonably be expected to have been payable for the electricity had it been supplied under a deemed supply contract.
Vulnerable Customer	means a Domestic Customer who, due to their Personal Characteristics or Circumstance or otherwise being in a vulnerable situation, may require Priority Services or additional support.

- 2.2 Any other words or expressions used in this Code of Practice (excluding headings or any parts thereof) which bear initial capital letters are to be interpreted in accordance with Clause 1 of the DCUSA.