

## DCP 048 – DCUSA Drafting

### DCUSA Definitions

**DCUSA Issue Form or DIF** means a form, established by the Panel and published on the Website, to be used by any person identified in Clause 10.2 wishing to submit an issue relating to the operation of this Agreement to the DCUSA Standing Issues Group.

**DCUSA Ltd** means DCUSA Limited, a company incorporated in England and Wales with registered number 5812381.

**DCUSA Objectives** has the meaning given to that term in Clause 3.1.

**DCUSA Standing Issues Group or SIG** means a Working Group representing a cross-section of industry participants brought together to consider solutions to operational issues (including those submitted by way of DCUSA Issue Forms).

**De-energise**

means:

- (a) in respect of Section 2A, deliberately to prevent the flow of electricity:
  - (i) in the case of an Exit Point, from the Distribution System through the relevant Exit Point (or, in the case of an Unmetered Supply, any one or more of the relevant Exit Points) to; and/or
  - (ii) in the case of an Entry Point, via the Distribution System through the relevant Entry Point (or, in the case of an Unmetered Supply, any one or more of the relevant Entry Points) from,a Connected Installation, for any purpose other than a System Outage on the Company's Distribution System (and cognate expressions shall be construed accordingly); and
- (b) in respect of Section 2B, deliberately to prevent the flow of electricity through a Connection Point for any purpose other than a System Outage on the Company's Distribution System (and cognate expressions shall be construed accordingly).

**De-energisation Works**

means the movement of any switch, the removal of any fuse or meter, or the taking of any other step to De-energise a Connection Point, Metering Point or Metering System.

**Definition Procedure**

has the meaning given to that term in Clause 11.14.

**Default Interest Rate**

means 8% above the base lending rate of Barclays Bank plc.

**De-register**

means:

- (a) in relation to a Metering Point, to change the status of the Supply Number relating to that Metering Point within MPAS so as to prevent any further registrations (as defined by the Master Registration Agreement) in respect of that Supply Number (and **De-registered** shall be construed accordingly, and **De-registration Notice** shall be construed as a notice issued by the Company to De-register); and
- (b) in relation to a Metering System, to De-register that Metering System in accordance with the provisions of the Balancing and Settlement Code.

**DG Party**

means a Party that:

(a) holds a Generation Licence; or

(b) is engaged in the generation of electricity and is exempt from the requirement to hold a Generation Licence pursuant to Section 5 of the Act,

and:

(c) has one or more of its generating stations connected to the Distribution Network; and

(d) does not hold a Distribution Licence,

and, for the avoidance of doubt, a Party may be both a DG Party and a Supplier Party.

**Directive**

includes any present or future directive, requirement, instruction, direction or rule of any Competent Authority (but only, if not having the force of law, if compliance with the Directive is in accordance with the general practice of persons to whom the Directive is addressed) and includes any modification, extension or replacement thereof then in force.

**Disconnect**

means to permanently De-energise a Connection Point by the removal of all or part of the Company's Connection Equipment and Connection Assets.

**Disconnection Notice**

means, in relation to a Metering Point or a Metering System, a notice sent by the User to the Company stating that there is no reasonably foreseeable future use for that Metering Point or Metering System and requesting that it be Disconnected.

**Distribution Business** has, in respect of each DNO Party or IDNO Party, the meaning given to that term in that Party's Distribution Licence.

**Distribution Code** has, in respect of each DNO Party or IDNO Party, the meaning given to that term in that Party's Distribution Licence.

**Distribution Licence** means a licence granted, or treated as granted, pursuant to Section 6(1)(c) of the Act.

**Distribution Network** means, collectively, the Distribution Systems of the DNO Parties and the IDNO Parties.

**Distribution Services Area** means, in respect of each DNO Party, the area specified in respect of that Party pursuant to its Distribution Licence.

**Distribution System** has the meaning given to that term in the Distribution Licences, and means:

- (a) in respect of each DNO Party or IDNO Party, that Party's Distribution System; and
- (b) in Section 2A (unless the context otherwise requires), the Company's Distribution System.

**Draft Budget** has the meaning given to that term in Clause 8.2.

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<b>DCUSA Objectives</b>	has the meaning given to that term in Clause 3.1.
<b>DCUSA Ltd</b>	means <del>DCUSA Limited, a company incorporated in England and Wales with registered number 5812381.</del>
<b>DCUSA Standing Issues Group or SIG</b>	means <del>a Working Group representing a cross-section of industry participants brought together to consider solutions to operational issues (including those submitted by way of DCUSA Issue Forms).</del>
<b>DG Party</b>	<p>means a Party that:</p> <p><del>(a) holds a Generation Licence; or</del></p> <p><del>(b) is engaged in the generation of electricity and is exempt from the requirement to hold a Generation Licence pursuant to Section 5 of the Act;</del></p> <p>and:</p> <p><del>(c) has one or more of its generating stations connected to the Distribution Network; and</del></p> <p><del>(d) does not hold a Distribution Licence;</del></p> <p>and, for the avoidance of doubt, a Party may be both a DG Party and a Supplier Party.</p>

## Schedule 9

1. With effect from [ACCESSION DATE]:

~~(e)(a)~~ the New Party hereby accepts its admission to the DCUSA, and undertakes to DCUSA Ltd (acting on behalf of itself and each DCUSA Party) to perform its obligations under the DCUSA in accordance with, and subject to, the terms and conditions thereof; and

~~(b)~~ DCUSA Ltd (acting on behalf of itself and each DCUSA Party) hereby  
admits the New Party as a party to the DCUSA.