DCP 019A – Legal Drafting

Amendment to Clause 1

Meter Asset Provider means, in respect of any metering equipment, the person who provides that metering equipment (whether or not that person owns the metering equipment).

Amendment to Clause 9.5.2

9.5.2 Clauses 17.3 (Obligation to Include National Terms of Connection Wording in Contracts), 18.1 (Provision of Use of System), 19.1 and 19.2 (Charges), 24 (Security Cover), 25 (Energisation, De-Energisation and Re-Energisation), 26.1 (Compliance with the Distribution Code), 27.1 (Compliance with MOCOPA), 29.13 to 29.20 (inclusive) (Service Alterations), 30.5 to 30.12 (inclusive) (Dangerous Incidents and Advance Notice of Interruptions and Damage or Interference), 31.1 (Demand Control), and 33.1 to 33.2 (inclusive) (Compensation Under Guaranteed Performance Standards);

29. <u>METERING DATA AND METERING EQUIPMENT</u>

New section to be added

Service Alterations

29.13 Where the Company is relocating an Entry Point and/or Exit Point relating to a Customer Installation, the Customer (or, in relation to works pursuant to paragraph 1(1)(a) of schedule 6 of the Act, the User) may ask the Company to relocate the metering equipment associated with that Entry Point and/or Exit Point at the same time. Where:

29.13.1 the Customer so asks, and provided the User has given its consent

29.13.2 the User so asks,

the Company may (at its discretion) agree to relocate such metering equipment.

- 29.14 Where the User holds a Supply Licence and wishes to give the Company consent in relation to Clause 29.13.1, the User shall notify the Company accordingly. The User can withdraw any such consent by giving the Company 20 Working Days' prior notice.
- 29.15 Where the Company agrees to relocate metering equipment associated with an Entry and/or Exit Point in accordance with Clause 29.13, the Company shall relocate the metering equipment in accordance with Good Industry Practice.
- 29.16 The User hereby consents to the Company working on and relocating the metering equipment that is the subject of an agreement made in accordance with Clause 29.13.
- 29.17 The User undertakes to ensure that the relevant Meter Operator Agent and the Meter Asset Provider consent to the Company working on and relocating the metering equipment that is the subject of an agreement made in accordance with Clause 29.13.
- 29.18 Where the Company has relocated any metering equipment pursuant to Clause 29.13, it shall notify the User's appointed Meter Operator Agent of the metering equipment's new location in accordance with the BSC.
- 29.19 The User shall indemnify and hold the Company harmless against all actions, costs, demands, claims, expenses, liability, loss or damage howsoever arising or incurred by the Company as a result of any breach of the undertaking given by the User under Clause 29.17.
- 29.20 The Company shall indemnify and hold the User harmless against all actions, costs, demands, claims, expenses, liability, loss or damage howsoever arising or incurred by the User as a result of any breach of Clause 29.15.

Amendment to Schedule 7

Agreement	From	То	Message	Medium			DTC ref	
Clause								
Number								
				DTN	Phone	Fax	Post or	
							email	
29.18	Company	Agent	Relocation of metering equipment	YES	NO	NO	NO	D0215