

DCUSA DCP 023 Consultation Responses – Collated Comments

Question One	Does the proposed CP better facilitate the DCUSA Objectives? Please state which objective(s) and give supporting comments.
British Gas	<p>This proposal will better facilitate DCUSA objective 4. "The promotion of efficiency in the implementation and administration of this Agreement."</p> <p>This group will enable issues to be discussed BEFORE change proposals are raised and will help parties to produce better quality change proposals should they be required after discussion at this group.</p>
CE ELECTRIC UK (YEDL/NEDL)	<p>Yes it better facilitates DCUSA Objective 4 – The promotion of efficiency in the implementation and administration of the DCUSA agreement. The proposal could speed up the change process and reduce the amount of administration, therefore making the management of change proposals more efficient.</p>
Central Networks	<p>Central Networks does not believe that the creation of a Working Group will better facilitate the DCUSA objectives as there would be a duplicated cost with the formation and operation of such a group.</p>
EDF Energy Networks	<p>It is unclear whether objective 4 is bettered and in many respects this will only become apparent with experience.</p> <p>The DIG might merely shift resource from CP working groups to this working group and so it is unclear whether savings will be made.</p> <p>In addition, the nature of the issues being discussed may be broader than would have been raised as CPs and so there may be more work.</p> <p>Moreover the CP working groups may still have as much discussion and debate as would have been the case without the DIG.</p> <p>As the DIG is part of DCUSA any efficiency in the change process might be balanced by the administrative burden of the DIG itself.</p>
The Electricity Network Company Ltd	<p>We believe the CP facilitates Objective 4: "The promotion of efficiency in the implementation and administration of this Agreement".</p>

	<p>We agree that the following efficiencies support the objective</p> <p>The opportunity to discuss issues before a CP is raised preventing 'spurious', poorly drafted or incomplete changes from being raised and;</p> <p>The ability for Parties to consider a number of issues at one meeting.</p> <p>We are not convinced however of the reasoning that "reduction in the administrative burden and resource benefits, in particular for smaller parties" is correct.</p>
Electricity North West Limited	<p>We believe that the DCUSA objectives are better facilitated by the introduction of a DCUSA Issues Group, however a change to the DCUSA is unnecessary as the Panel already has the power to establish this Working Group under 7.24. We believe bringing forward such a change undermines the credibility of the Panel [and Secretariat] in the eyes of Ofgem who will need to decide on this change.</p> <p>To justify such a statement we would like to consider our response in two parts.</p> <p>The first is <i>'do we believe that the DCUSA objectives are better facilitated by the introduction of a DCUSA Issues Group?'</i></p> <p>The answer is yes. It better facilitates objective number two.</p> <p><i>"the facilitation of effective competition in the generation and supply of electricity and (so far as is consistent therewith) the promotion of such competition in the sale, distribution and purchase of electricity"</i> by providing a clear understanding of, and potential changes deemed necessary to, any Clauses within DCUSA that parties have issue with and to provide a clear understanding behind some of the Clauses that do not need to be amended.</p> <p>However the question within this consultation is <i>'Does the proposed CP better facilitate the</i></p>

	<p><i>DCUSA Objectives?’</i></p> <p>Whilst we support the intent of this Change Proposal we believe that by adding this specifically to the DCUSA document we add in an extra layer of process administration, and party members’ time, if any amendment to this Schedule is raised. The current process of any form of terms of reference is dealt with by the Panel and the Working Group that is set up by the Panel. In our opinion it therefore has a negative impact on:</p> <p><i>“the promotion of efficiency in the implementation and administration of this agreement.”</i></p> <p>With regard to the consultation document and the Working Group’s support for objective four (Para 4), in our opinion the first reason is offset by the second reason (i.e. such a discussion would be held within the Change Proposal Working Group meetings) so at best they cancel each other out, but there still could be an element of duplication if different parties are in attendance, and the third meets our objective reasoning to support objective number two rather than objective number four.</p> <p>The last bullet point has some merit but falls down dependant upon the nature of the business at hand and the capabilities of the attendees e.g. you may have some experts that wish to attend specific issues rather than the full agenda. It has also been difficult to have smaller parties represented at the Change Proposal meetings. For them to spend time on generic issues that may or may not affect them may equally prove problematic, but this shouldn’t be a reason to prevent such an initiative being put in place.</p>
E.ON UK	We believe DCUSA objective 4 is better facilitated by this CP for all the reasons given in section 4 of the change report.
RWE Npower	Yes, the proposed CP better facilitates DCUSA objective 3.1.4, ‘the promotion of efficiency in

	the implementation and administration of this Agreement'. It will enable Parties to ensure that issues are discussed and fully understood before either being raised as Change Proposals, or closed. In this way, the DCUSA Change Control process will become more efficient and effective.
ScottishPower Energy Retail Ltd	Yes – 4
SSE Energy Supply Ltd	Objective 4: The promotion of efficiency in the implementation and administration of this agreement. Yes, we believe this change proposal will better facilitate objective 4.
Western Power Distribution (South West) plc Western Power Distribution (South Wales) plc	YES The change proposal better facilitates objective 3.1.4. of the DCUSA; “the promotion of efficiency in the implementation and administration of this Agreement” as it may ultimately reduce the number of Change Proposals raised and ensure those that are raised have been debated at a prior level.
Question Two	Are there any other alternative solutions you would like to be considered by the DCP 023 Working Group?
British Gas	No
CE ELECTRIC UK (YEDL/NEDL)	No
Central Networks	No
EDF Energy Networks	The DIG is not a working group that has been established by the Panel to assist it in its work pursuant to DCUSA, as envisaged under clause 7.24, as the DIG discussions are not Panel work. Therefore I believe a clause needs adding/amending in DCUSA to establish the DIG. I suggest rewording 7.24 to “The Panel may establish, dissolve or re-establish the DIG. The Panel may also establish other sub-committees.....”
The Electricity Network Company Ltd	No
Electricity North West Limited	This Change Proposal should build on the responses to the consultation to produce a terms of reference for the DCUSA Issues Group and then the Proposer should request the Panel to set

	<p>up a Working Group (called the DCUSA Issues Group) under DCUSA Clause 7.24. If this is granted the Proposer should then consider withdrawing the Change Proposal.</p> <p>In our opinion it is not required because it can already be facilitated by DCUSA and the DCUSA Panel.</p> <p>In the first instance, consider the Proposer's comments within the 'summary of change' in the Change Proposal form:</p> <p><i>"This proposal seeks to introduce an issues resolution working group to the format of DCUSA similar to IREG which convenes under the auspices of MDB. The group will meet on an ad hoc basis as directed by the DCUSA Panel to address issues, develop solutions and make recommendations to the DCUSA Panel and Parties to the DCUSA document. The group will report directly to the DCUSA Panel."</i></p> <p>Now compare this to DCUSA Clause 7.24:</p> <p><i>"The Panel may establish sub-committees (each a Working Group) for the purposes of doing, or assisting the Panel in doing, anything to be done by the Panel pursuant to this Agreement. The Panel may dissolve any Working Group it has previously established."</i></p> <p>It is quite clear that Clause 7.24 provides adequately for the requirement of this Change Proposal and as such we do not believe that this Change Proposal is necessary should the DCUSA Panel so direct such a Working Group.</p> <p>Similarly when you look at the Schedule, which in the main covers off the terms of reference, Chair, meeting frequency, Secretariat, and minutes, and compare this to DCUSA Clause 7.27, which states:</p>
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	<p><i>“7.27 Each Working Group shall publish, on the Website, details of that Working Group’s:</i></p> <p><i>7.27.1 membership;</i></p> <p><i>7.27.2 terms of reference;</i></p> <p><i>7.27.3 timetable for business and meetings;</i></p> <p><i>7.27.4 minutes of meetings; and</i></p> <p><i>7.27.5 governance procedures.”</i></p> <p>This Clause also covers the same area.</p> <p>‘Working Group’ is a defined term (DCUSA Clause 7.24) and is subject to certain requirements (DCUSA Clause 7.24 through to Clause 7.36). Their work is published on the website inclusive of terms of reference and minutes of meetings. The proposed Schedule is affectively attempting to replicate such Clauses for no perceived benefit.</p> <p>In summary, it is within the gift of the DCUSA Panel to create such a Working Group rather than have this enshrined within DCUSA and subject to industry review and consultation (should an amendment to the Schedule be needed). This gift should be requested and granted, and the Change Proposal withdrawn.</p>
E.ON UK	No
RWE Npower	No, we fully support the creation of a DCUSA Issue Group which is modelled on the MRA Issue Resolution Expert Group.
ScottishPower Energy Retail Ltd	None
SSE Energy Supply Ltd	No

Western Power Distribution (South West) plc Western Power Distribution (South Wales) plc	NO
Question Three	Give views on the proposed make up and membership of the meeting.
British Gas	The group should be open to DCUSA parties and other interested industry participants if invited by a DCUSA party for instance a DCUSA party may wish to invite a meter operator.
CE ELECTRIC UK (YEDL/NEDL)	We are in agreement with the proposed make up and membership of the meeting.
Central Networks	The make up of the group is on the basis that all members are technical experts. Central Networks believes that this may in some cases be a "tall order" to fill in order to address all areas of work. It would therefore seem more appropriate if the make up of a working group was on the basis of members being provided by parties who had the appropriate technical expertise to address a specific piece of work that the Working Group was tasked with.
EDF Energy Networks	<p><u>DIF</u></p> <p>It is unclear who can raise a DIF – Parties, Contract Managers, anyone?</p> <p>Should the form specify the applicant's view of impacted parties?</p> <p>It is unclear what purpose the timescales or lead times box fulfils.</p> <p><u>ToRs</u></p> <p>Objectives – it is unclear what purpose the recommendation for further groups achieves if a group of experts who can call on other expertise cannot take a matter forward. It is also unclear whether the Panel can establish further groups as those groups would not be created to help the Panel in its work (see clause 7.24).</p> <p>It is unclear what the chairman can do to encourage consensus. While consensus may be an objective of the group such consensus may be difficult to achieve in every case and encouragement of it may be inappropriate in some cases. A better role might be to "establish a proposed way forward".</p>

	<p>Parties attending the DIG must ensure their commitment towards making the DIG a success but it is unclear how such success will be measured and what will happen if success is not reached or parties do not demonstrate that commitment.</p> <p>Will the group “normally” meet monthly or “aim to” meet monthly (given that there may be no business)?</p> <p>The chairman has the sole opinion for deciding whether a meeting is required but there is no appeal if a party with an issue believes it should be discussed.</p> <p>The timescales after which papers will only be considered by exception may be short. 5 Working days may be too short a timescale for DIG members to consult with technical experts within their organisations and bring an informed view to the meeting. The first airing of an issue may result in members being unable to comment until the next meeting. There may be sense in extending this timescale say to 10 working days.</p>
The Electricity Network Company Ltd	Membership and involvement in meetings should be open to correspondence input as smaller parties may not have resource availability to attend all meetings.
Electricity North West Limited	<p>Membership should be flexible based on the issues placed before them. They should be an ‘industry expert’ for the issue at hand.</p> <p>We need to be clear what is meant by ‘technical expert’. Is this related to the technical nature of the distribution business or to the technical nature of the associated IT system(s) that support the business processes? We do not believe that ‘technical’ is appropriate. The issues are, in the main, DCUSA governance or business processes rather than having a technical bent. Should such a bias be needed then it should be requested by the Chair of the DCUSA</p>

	<p>Issues Group for that issue in question.</p> <p>Under DCUSA Clause 7.28 we identify the calibre of person that should sit on a Working Group:</p> <p><i>"Each Working Group shall be composed of such persons with experience and expertise suitable to the Working Group's remit, and who are willing to serve, as the Panel may direct. Each Working Group shall be chaired by such person (the WG Chairman) as the Panel may direct."</i></p> <p>And under DCUSA Clause 7.33 indicates what is expected of each person:</p> <p><i>"7.33 Those persons serving on a Working Group from time to time, when acting in that capacity, shall:</i></p> <p><i>7.33.1 act independently, not as a delegate, and without undue regard to the interests, of any Related Person;</i></p> <p><i>7.33.2 exercise reasonable skill and care to the standard reasonably expected of a director of a company under the Companies Act 1985; and</i></p> <p><i>7.33.3 act in a manner designed to facilitate the performance by the Working Group of the duties delegated to it."</i></p> <p>If this Change Proposal is to be continued we should refer the paragraphs covering the requirements of members within the Schedule to such Clauses.</p>
E.ON UK	<p>We would see this working most efficiently if there was a regular membership composing representatives from all the party categories of DCUSA parties. This would be supplemented by additional experts as and when required.</p>

RWE Npower	The group should be made up industry experts, with equitable representation for all DCUSA Party Categories. Other attendees could be invited as required, e.g. AMO members, to give an expert view where the issue under discussion necessitated it. Such an invitation would be with the agreement of the Chair. If more than 1 member from the same organisation is in attendance it should be clear that they only have 1 vote.
ScottishPower Energy Retail Ltd	Agree with those suggested. The membership should not be tied as it allows the attendance to vary according to the subject matter.
SSE Energy Supply Ltd	We support the proposal that the group would be open to all DCUSA parties and other industry participants as determined by the chair, and would participate as technical experts.
Western Power Distribution (South West) plc Western Power Distribution (South Wales) plc	The structure of the membership appears well balanced.
Question Four	Give views as to whether you consider that the drafting set out as Schedule XX and the DCUSA Issues Form should be maintained as part of the DCUSA or maintained outside of the Agreement by the Panel.
British Gas	This can be maintained outside the DCUSA by the panel.
CE ELECTRIC UK (YEDL/NEDL)	We believe that the drafting and the DCUSA Issues Form should be maintained outside of the agreement by the panel.
Central Networks	Central Networks would agree with the drafting of Schedule XX in that it provides management of the Working Group whilst also providing support to the Panel. Central Networks feels that it would be more appropriate for the DCUSA Issues Form to be maintained purely as part of the DCUSA as such a form in our view is better placed with DCUSA itself as opposed to being maintained by the Panel.
EDF Energy Networks	Keep the design of the form outside of DCUSA (like the change proposal form) but leave the ToRs in the DCUSA Schedule.
The Electricity Network Company	Within the DCUSA.

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Electricity North West Limited	As indicated within our response for 'an alternative solution' such a Schedule and associated documentation does not need to form part of the DCUSA as long as the DCUSA Panel accepts a request to set up a Working Group to discuss DCUSA issues. It can be catered for just like all the other Working Groups and supported by the DCUSA Clauses covering such groups.
E.ON UK	We believe that the schedule should be maintained as part of the main body of DCUSA.
RWE Npower	The process of managing change is an important element of any governance regime. The drafting set out as Schedule XX and the DCUSA Issues Form should be maintained as part of the DCUSA and should itself be subject to the DCUSA Change Control Process
ScottishPower Energy Retail Ltd	Both Schedule XX and the DCUSA Issues Form should be maintained as part of DCUSA. This follows the process of other issue groups where VASMG reports to SVG under the BSC and IREG reports to MDB under the MRA.
SSE Energy Supply Ltd	We believe that this should be maintained outside of the Agreement by the Panel.
Western Power Distribution (South West) plc Western Power Distribution (South Wales) plc	It is probably easier to maintain outside of the Agreement by the panel.
Question Five	Please indicate if you expect to incur any costs to support the CP (particularly where these are related to internal system changes)
British Gas	We do not expect to incur any costs.
CE ELECTRIC UK (YEDL/NEDL)	We do not expect to incur any costs in supporting the CP.
Central Networks	The only costs that we would expect to incur would be the provision of a member of the group regarding their time/travelling/expenses.
EDF Energy Networks	None
The Electricity Network Company Ltd	No

Electricity North West Limited	In the short term it is expected that costs will increase as issues start to be put to the group, but over the longer term it may be that this is slightly offset by either not having Change Proposals being raised or having Change Proposals that may not need to have as many meetings since they have gone through the 'understanding' stage. However should a party member not attend the DCUSA Issues Group but does attend the subsequent Change Proposal Working Group there may be some element of duplication of effort and further increased time and costs.
E.ON UK	None
RWE Npower	RWE npower would not expect to incur any particular costs to support the CP, apart from those associated with participating in the group e.g. travel costs. As the intent of the CP is to provide a forum for discussion of issues which leads to unnecessary change proposals being raised or better developed proposals being taken forward, then it is anticipated that there would be fewer working groups, resulting in an overall reduction in costs. The ability to cover several issues in one meeting rather than separate meetings for each would also make for a more efficient process.
ScottishPower Energy Retail Ltd	None, though it should be clearly stated if this is a funded group.
SSE Energy Supply Ltd	No – except for cost of person attending meetings
Western Power Distribution (South West) plc Western Power Distribution (South Wales) plc	None foreseen
Question Six	Do you support the proposed implementation date of 06 November 2008? Please state alternative if applicable
British Gas	Yes
CE ELECTRIC UK (YEDL/NEDL)	Yes
Central Networks	Yes

EDF Energy Networks	Yes
The Electricity Network Company Ltd	Yes
Electricity North West Limited	Yes.
E.ON UK	Yes
RWE Npower	Yes
ScottishPower Energy Retail Ltd	Yes
SSE Energy Supply Ltd	Yes
Western Power Distribution (South West) plc Western Power Distribution (South Wales) plc	Yes
Question Seven	Please state any other comments or views on the Change Proposal
British Gas	-
CE ELECTRIC UK (YEDL/NEDL)	We think that this proposal is a sensible one that creates an opportunity to provide a valuable support facility to assist the panel in considering matters of detail. We agree with the originator's belief that the DIG could allow for the discussion of issues before a CP is raised, might prevent 'spurious' or poorly drafted CPs from being formed and might allow CPs to develop more quickly and reduce the administrative burden.
Central Networks	As stated previously, Central Networks believes that this is an unnecessary duplication of work which is currently carried out by the Panel and as such will ultimately lead to the detriment of the end customer.
EDF Energy Networks	None
The Electricity Network Company Ltd	There is a risk that working groups established to progress formal CPs may not attract quorate representation if parties have already been involved on the DIG. There could be areas where the work is duplicated unless CPs are issue direct to consultation.

Electricity North West Limited	<p>The following response is based on the assumption that the Change Proposal is continuing and/or helps to assist in the development of the terms of reference for the DCUSA Issues Group.</p> <p>Legal text</p> <p>Definitions:</p> <p>DIG use of 'of technical expert'. See earlier comments on this. The definition still works whether it is deleted or replaced with 'of industry experts'.</p> <p>Clause 7.26 – this Change Proposal has been raised as a Part 2 matter, yet the Working Group have changed a Part 1 provision. The logic of why it has been amended is not being challenged, however it would be helpful if the Authority's representative at the Working Group would consider DCUSA Clause 11.21 and indicate that in their opinion this Change Proposal is a Part 1 matter as a consequence of this, otherwise it will go through the change process as a Part 2 matter and voted on accordingly. If it continues in this manner we must ensure that the voting decision is appealed to the Authority. If we do not appeal and the vote is to accept the Change Proposal we have changed a Part 1 provision (see DCUSA Clauses 9.5 and 9.5.1)</p>
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	<p>under the auspices of a Part 2 change and not sought the Authority's determination (DCUSA Clause 13.2) thereby being in breach of our Licence obligation (Condition 22, paragraph 22.5(d)).</p> <p>Schedule XX</p> <p>Scope – We start the first sentence with 'DCUSA Parties and any party entitled to raise Change Proposals under Clause 10.2', yet at the end it limits it to 'Party Members or the DCUSA Panel'. Please consider the following:</p> <p>"The DCUSA Issues Group provides an opportunity to discuss DCUSA issues and, where appropriate, undertake a pre assessment of proposed solutions prior to raising a formal Change Proposal. Issues for discussion by the DCUSA Issues Group can be raised by either any party entitled to raise Change Proposals in accordance with Clause 10.2 of this Agreement or the DCUSA Panel.</p> <p>The DCUSA Issues Group will act under the auspices of the DCUSA Panel but will have no powers to enforce changes to the DCUSA or any existing industry agreements or associated systems."</p> <p>Objectives:</p>
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	<p>First Objective – reference to ‘under the auspices of DCUSA’ is superfluous, and is contrary to the Scope which says ‘under the auspices of the DCUSA Panel. Please consider deleting such a reference since this is covered off correctly by the Scope.</p> <p>Third objective – after the third objective we should add a further bullet point:</p> <p>“To ensure that any solution to the DCUSA document better facilitates the DCUSA objectives”</p> <p>Last bullet point – this does not make sense. I suggest the following:</p> <p>To carry out any other activity requested by the DCUSA Panel.</p> <p>Additional bullet Point – “To consult, where appropriate, with DCUSA Parties on issues to aid a better understanding.”</p> <p>Membership</p> <p>Second paragraph – there is no need for this sentence. It should be added to the next section ‘membership shall comprise of.....’ if this is deemed different than ‘Experts as required.....’</p> <p>Under the definition of ‘Experts as required....’ Will this cover off Elexon and MRASCo (other</p>
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	<p>code participants)?</p> <p>(Please note that DCUSA Clauses 7.28 through to Clause 7.31 cover off similar membership. It would be better to refer to such Clauses rather than provide a list.)</p> <p>Chairman</p> <p>Title should be Chair.</p> <p>It is mentioned within the consultation document that the Chair will be selected but that such a selection is for a twelve month period. This needs to be documented in this Schedule. May I suggest:</p> <p>"The Chair will at all times be from a company that is also a DCUSA Party and will be appointed by majority vote of attendees at the first DCUSA Issues Group meeting and will serve for a twelve month term. Annually thereafter the Chair will be appointed by majority vote of attendees at the DCUSA Issues Group meeting.</p> <p>Should the Chair resign, for whatever reason, before the twelve months is completed, a vote will take place to appoint a new Chair at the next DCUSA Issues Group meeting. Such an appointment being for the remainder of the term and based on the majority vote of attendees."</p>
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	<p>Requirement of Members</p> <p>The first paragraph is defining what is already covered by Clause 7.28 and Clause 7.33. It is easier to refer to such Clauses.</p> <p>Meeting Frequency</p> <p>First paragraph - The first sentence and the second sentence are contradictory. May I suggest:</p> <p>"The DCUSA Issues Group will meet at the request of the Panel but will normally meet on a monthly basis. The frequency of any further meetings of the group will be on an as required basis depending on the number of issues on the table and the urgency for the resolution of them."</p> <p>Second Paragraph – replace 'Issues Group' with 'DCUSA Issues Group'</p> <p>Third Paragraph - replace 'Issues Group' with 'DCUSA Issues Group'</p> <p>Secretariat</p> <p>First sentence – DCUSA Clause 7.36 uses the term 'Secretariat' rather than 'Secretary'. 'Secretary' is not a defined term in DCUSA but 'Secretariat' is and would cover such a situation. Consideration should be given to changing the term used.</p>
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	<p>Fifth bullet point - Replace 'working days' with 'Working Days'</p> <p>Additional bullet point – notify Contract Managers (as they do for the Panel papers) that the agenda and papers are available on the website five Working Days prior to each meeting.</p> <p>Summary of Process</p> <p>First paragraph - replace 'Issues Group' with 'DCUSA Issues Group'</p> <p>Second paragraph – use of the term 'Secretary'. Dependant upon the outcome of the debate over using 'Secretary' or 'Secretariat' this may need to be changed throughout this section. Please note that we are also mixing the use of 'Secretary' and 'secretary' in this paragraph.</p> <p>Third paragraph – this is a statement and not a process. Please consider:</p> <p>"The DCUSA Issues Group has a responsibility to consider and recommend to the DCUSA Panel or raising Party solutions to issues within its scope. Where it believes that the issue raised is outside of this scope it will be rejected."</p> <p>Fifth paragraph – add a sentence between the two provided to cover off the DCUSA objectives and either delete or amend the last sentence because it is for a Party to sponsor a</p>
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recommendation from the DCUSA Issues Group rather than mandate that they will be taken forward:

"The DCUSA Issues Group may recommend that changes to the DCUSA document be proposed for the resolution of these issues. Such a recommendation only being provided where the changes better facilitate the DCUSA objectives. These changes can only be taken forward as a Change Proposal as defined in Section 1C of this document (Change Control).

Decision Making

Last sentence – In our opinion it should be both 'a majority consensus' and 'not a majority consensus' that are minuted and also what the vote was and by whom rather than just where there is 'not a majority consensus'.

Reporting

This is a duplication of the last item under Secretariat. We see no reason to repeat.

Funding

Replace 'secretariat' with 'Secretariat' and add a full stop at the end of the sentence.

	<p>DCUSA Form</p> <p>This document should have a reference number and a version number in the footer as the master template.</p> <p>As can be seen from the details above there are a number of proposed changes to the Schedule. Any further amendments to such clauses post implementation would have to go through change control rather than being discussed by the Working Group and the DCUSA Panel. The delivery of such change being far more efficient and better facilitates the DCUSA objectives.</p>
E.ON UK	-
RWE Npower	In the text for the Meeting Frequency sections in Schedule XX it states that the Chair of the DCUSA Issues Group may cancel any scheduled meeting if there are insufficient items of importance to be discussed. If the DCUSA Panel has already approved the meeting, under what circumstances would the Chair then cancel it? We do not think that this is either an appropriate or necessary privilege and our preference is to have this section removed from the proposed text so that the section ends with the words 'conference call' instead.
ScottishPower Energy Retail Ltd	This CP should help to introduce a mechanism that frees up the change process. Too many changes have become drawn out and in some cases poorly defined at the outset. The DIG provides a platform for discussion that signatories should use to help aid the smooth progression of a change. The same applies to differing interpretations of DCUSA. A similar process for raising issues has improved the quality of Elexon CPs.
SSE Energy Supply Ltd	We believe the group should only meet on an "as required" basis, where there is sufficient business. We would not want to get into regular monthly meetings.
Western Power Distribution (South	None

West) plc Western Power Distribution (South Wales) plc	
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