

### **DCUSA DCP 145 Consultation Responses – Collated Comments**

<b>Question One</b>	<b>Do you agree with the intent of DCP 145?</b>	<b>Working Group Comments</b>
EDF Energy	Yes	
ENWL	No. The intent is limited to the D2021 and compliance with the business rules, data items and data flow definitions surrounding it. The intent excludes the DUoS E-billing Agreement which is contained within the attached legal text associated with this change proposal. In our opinion the intent is too narrow and should include the supplier agreement and the D2026 data flow to complete the set. This is a one sided intent and change proposal.	The Working Group noted the comments.
EON Energy	Yes	
Npowergrid	Yes	
Npower	Yes	
ScottishPower Energy Retail	Yes	
SP Manweb Plc and SP Distribution Ltd's	Yes	
SSE Energy Supply Ltd	Yes	
SSEPD	No	

UKPN	Yes	
Western Power	Yes	
<b>Question Two</b>	<b>Do you agree with the principles of DCP 145?</b>	<b>Working Group Comments</b>
EDF Energy	Yes	
ENWL	<p>We agree that there are number of-billing issues in this area, and as party to the expert group we submitted a twenty two page document looking at various issues raised and the potential solution including the introduction of new business rules. These have yet to be reviewed by the expert group.</p> <p>We are uncomfortable with the one-sided nature of this change request. We mentioned in DCP142 that this should be widened to cover the D2026 remittance but this was rejected and left open for us to raise a separate change.</p> <p>Another concern we have is whether we can place an obligation to comply with a bi-lateral agreement. DCUSA, in Conditions Precedent, places obligations on parties to be a party to other agreements but does not state that they must comply. Such compliance sits within the governance of each agreement. A legal stance on this issue, from the DCUSA lawyers, should be requested before any further work is undertaken on this change proposal.</p> <p>Also what actions have been taken under the bi-lateral</p>	<p>The Working Group does not agree with this point, and other codes also mention that Parties are a Party to, and compliant with the agreements.</p> <p>The Working Group noted the point about it being a one-sided issue and noted that it was discussed in the expert group during the last meeting once everything had been drafted. It was agreed at that meeting to discuss the other side of the issue once the expert group reconvenes.</p>

	<p>agreement to enforce compliance and should this be the area that should be focused on and developed further rather than within DCUSA?</p> <p>It is unfortunate due to the limited intent that the industry cannot have a full debate in this area.</p>	
EON Energy	Yes	
Npowergrid	Yes	
Npower	Yes	
ScottishPower Energy Retail	Yes	
SP Manweb Plc and SP Distribution Ltd's	Yes	
SSE Energy Supply Ltd	Yes	
SSEPD	No	
UKPN	Yes	
Western Power	Yes	
<b>Question Three</b>	<b>Does the CP better facilitate the DCUSA General Objective 2? Please provide supporting comments.</b>	<b>Working Group Comments</b>
EDF Energy	We are in support of this change. Reduced handling of manual paper invoices and avoid delays in post. This will reduce manual data entry of transactions and therefore will reduce validation errors. And ensures	

	consistency in billing approach across the industry	
ENWL	<p>The continued filtered request on how this better facilitates the DCUSA objectives continues with a narrow rather than full objective review, although we agree in this instance that only General Objective 2 is impacted.</p> <p>We see no benefit to the DCUSA objectives associated with General Objective 2 in that it may improve slightly supplier competition but it is negatively affected by its exclusion of the supplier agreement and the sending of the reciprocal e-remittance flow, thereby not facilitating better the competition in distribution.</p> <p>Overall we believe that there is a negative impact on this objective.</p> <p>This also does not better facilitate General Objective 4 by potentially causing cross governance issues between agreements and the respective code administrators.</p> <p>We believe that there is a negative impact on this objective.</p>	<p>The Working Group did not agree with this point, it is a Part 1 change that does not introduce a Part 1 clause. The change could potentially have different impacts on different parties, which could be viewed as discriminatory.</p> <p>The Working Group does not understand how this would have a negative impact on competition, and thus did not agree with this comment.</p> <p>Objective 4 – The working group does not see how this CP will affect the governance of the DCUSA agreement, or result in any cross governance issues.</p>
EON Energy	<p>Yes. General Objective 2 is better facilitated as Suppliers will be better able to validate incoming invoices from Distributors as there will be a common approach. This was something that was envisaged when the common charging methodology was introduced in that the approach to charging should be common. A common approach makes it more transparent to new market entrants, as at present it is</p>	

	unclear what approach is adopted by Distributors prior to receiving an invoice.	
Npowergrid	Yes	
Npower	We believe that DCP 145 will better facilitate the DCUSA General Objective 2.	
ScottishPower Energy Retail	The change will ensure consistency across all DNOs that use the D2021 which will reduce the need on suppliers to manage different processes for those DNOs which are currently not following the legal text in the proposal. This will in turn better facilitate General Objective 2.	
SP Manweb Plc and SP Distribution Ltd's	Yes. More efficient and consistent practice for both DNO Billing and Supplier Validation processes	
SSE Energy Supply Ltd	Yes – all distributors using the D2021 method will populate all the data items fields in a consistent manner	
SSEPD	No	The Working group noted the comment.
UKPN	Yes	
Western Power	We do not believe this better facilitates any of the Objectives; however we have no issue with standardising practice across the industry.	The Working group noted the comments.
<b>Question Four</b>	<b>Do you have any comments on the proposed legal drafting of DCP 145?</b>	<b>Working Group Comments</b>

EDF Energy	No	
ENWL	<p>The legal text needs to consider the words used by Wragges associated with DCP111 and the use of the phrase “electronic invoice”.</p> <p>Notwithstanding the reference to the agreement (which is not contained within the intent and is argued that this should therefore not be contained within the legal text) it may be easier to refer to “any associated documents” so that we have no need to review again should a new document emerge e.g. you omit the DUoS e-billing User Group Terms of Reference which includes the voting rights on change (but then again this is not within the intent so perhaps it is correct but still nonetheless incomplete due to the narrow intent).</p> <p>If it is accepted by the working group that the intent does include the agreement please consider the following amendments to the legal text:</p> <p>Where the Company submits accounts by sending an electronic invoice <del>using the D2021 data flow</del>, it shall comply with the DUoS E-billing Services Agreement For Distribution Network Operators between the Company and ElectraLink Limited together with any <del>associated business rules, data flow documentation and data items</del> documentation pursuant to that agreement. <del>For</del></p>	<p>The Working Group agreed to send ENWL’s legal text versions to Wragges for review and advice.</p>

	<p>the purposes of this Clause 21.2x, “electronic invoice” means an account providing the data items set out in data flow D2021 (as amended from time to time) sent using the Data Transfer Network.</p> <p>If it is believed by the working group that the intent does not include the agreement please consider the following:</p> <p>Where the Company submits accounts by sending an electronic invoice <del>using the D2021 data flow</del>, it shall comply with <del>the DUoS E-billing Services Agreement For Distribution Network Operators between the Company and ElectraLink Limited together with</del> any business rules, data flow documentation and data items documentation. <del>pursuant to that agreement</del>. For the purposes of this Clause 21.2x, “electronic invoice” means an account providing the data items set out in data flow D2021 (as amended from time to time) sent using the Data Transfer Network.</p> <p>This change has been raised as a part 1 matter so clause 9.5.2 will need to be updated to reflect such a situation.</p>	
EON Energy	No, we believe the current drafting works, subject to DCUSA lawyers review.	
Npowergrid	No	

Npower	No	
ScottishPower Energy Retail	No	
SP Manweb Plc and SP Distribution Ltd's	No	
SSE Energy Supply Ltd	No	
SSEPD	Agreed if DCP 148 is rejected.	The Working Group noted that there is no provision for conditional voting under the DCUSA.
UKPN	Yes	
Western Power	No	The Working group noted the comment.
<b>Question Five</b>	<b>Are you aware of any wider industry developments that may impact upon or be impacted by this CP? If so, please give details, and comment on whether the benefit of the change may outweigh the potential impact and whether the duration of the change is likely to be limited.</b>	<b>Working Group Comments</b>
EDF Energy	No	
ENWL	There were a number of issues presented to the expert group on distributor non compliance within the D2021 submission. This information should have been shared with the working group (it may well have been, but not minuted, so if this is the case please accept our apologies) and consequently submitted as part of the	The Working group noted the comments.



	consultation so that all parties understand the potential consequences of such a change proposal, and can then assess the impact on their company. If the change proposal is successful, distributors will be in breach of DCUSA by not complying with the D2021 governance arrangements.	
EON Energy	<p>Yes. There are many DCUSA DCPs that are aimed at improving the billing and subsequent validation processes of Distributors and Suppliers. The majority of costs associated with these are development costs to billing or validation tools. These costs are greatly reduced when more than one change can be undertaken at any time.</p> <p>The costs are all associated with NOT implementing this DCP. We estimate the development costs for each bespoke validation for this item to be approximately £3,500. To employ more validation staff £5,000 per annum per Distribution licence.</p>	The Working group noted the comments.
Npowergrid	None that we are aware of	
Npower	No	
ScottishPower Energy Retail	No	
SP Manweb Plc and SP Distribution Ltd's	Yes. At present SP Energy Networks are fully compliant with all mandatory business rules and data	The Working Group noted the comments.

	requirements of the D2021, and therefore meet Supplier requirements. We are aware that a number of data items/fields may well be re-specified for clarification or re-categorisation as mandatory in future D2021 Updates and these will be considered and reviewed as necessary at the time of change.	
SSE Energy Supply Ltd	No	
SSEPD	SSEPD would agree with this change if DCP 148 was removed. Currently DCP 145 and DCP 148 contradict each other.	The Working Group did not agree with this point, the business rules may say you can do either, but this CP will just state which one, and will remove some of the discretion that the other allows.
UKPN	No	
Western Power	No	
<b>Question Six</b>	<b>Do you agree with the implementation date of DCP 145?</b>	<b>Working Group Comments</b>
EDF Energy	Yes	
ENC		
ENWL	We believe the implementation date is not an issue. We believe the issue may be the wave of potential non-compliance requests that suppliers send in to the DCUSA Panel and the timescale to resolve these that may result in changes to the e-billing documentation,	The Working Group noted that any Party may apply to Ofgem for a derogation to any change according to their own business situation.

	or distributor system changes as a consequence of such implementation. This may not be a bad thing if it improves the situation and reduces the number of issues that suppliers have, but the Panel and Ofgem may need to consider derogations against this clause.	
EON Energy	Yes	
Npowergrid	This would be dependent on what additional developments are required in order to provide a common approach to billing	The Working group noted the comments.
Npower	Yes	
ScottishPower Energy Retail	Yes	
SP Manweb Plc and SP Distribution Ltd's	Yes	
SSEPD	No	
SSE Energy Supply Ltd	Yes	
UKPN	Yes	
Western Power	Yes	
<b>Question Seven</b>	<b>Are there any alternative solutions or matters that should be considered by the Working Group?</b>	<b>Working Group Comments</b>
EDF Energy	No	
ENWL	It would be helpful if evidence was provided that all avenues have been exhausted before considering	The Working Group noted this CP has put forward a specific solution, and that it is the

	<p>acceptance of this change proposal.</p> <p>Our discussions with Electralink indicate that the number of changes submitted to the User Group is very low since the agreement was put in place some ten years ago. The last one being raised by ourselves in November 2009 due to the introduction of the CDCM in April 2010. Our understanding is that the last meeting of the User Group was in early 2010, before that was in 2008.</p> <p>Whilst we accept change is not required in all instances, and compliance with the D2021 is the bigger issue, have these been equally raised to the User Group for further discussion?</p> <p>In our opinion, it seems that this avenue has not been fully exhausted and the inclusion of such a change proposal will not solve the issues that suppliers have.</p>	<p>scope of the Working Group to examine this solution for progression.</p> <p>It was noted that there may be alternate solutions for this, and most other CPs for that matter, but it lies outside the scope of the Working Group as it is their mandate to examine the solutions put forward for the CP and within the scope of the intent.</p>
EON Energy	No. We believe the MIG working group have already discussed this widely and believe this to be the optimal solution.	
Npowergrid	None that we are aware of	
Npower	None that we are aware of.	
ScottishPower Energy Retail	None that we are aware of at this time.	
SP Manweb Plc and SP Distribution Ltd's	No, other than the costs associated with future changes should be compared with benefits expected.	

SSE Energy Supply Ltd	No	
SSEPD	SSEPD believe a new change proposal should be raised in place of DCP 145 and DCP 148. To investigate the use of D2021 flows as a whole.	The Working Group noted that any Party can raise any change that they wish; however, this CP is examining this particular solution.
UKPN	Governance of the e-billing flows should be within DCUSA.	
Western Power	No	