

## DCP 304 Draft Legal Text

### Metering Works by Non-Appointed Meter Operator

Add the following new definitions in Clause 1:

**Third Party Electricity Supplier** means, in relation to a Metering Point, the Supplier Party Registered for a second Metering Point where the two Metering Points have Proximate Metering Equipment (as further described in Clause 52M.2 or 52Q.2, as applicable).

**Third Party Metering Point** means:

(a) in respect of a Supplier Party, a Metering Point for which that Supplier Party is not the Registered Supplier, where that Metering Point has Proximate Metering Equipment with a Metering Point for which that Supplier Party is Registered; or

(b) in respect of a Gas Supplier Party, either (i) a Metering Point for a Premises for which that Gas Supplier Party is the Responsible Gas Supplier; or (ii) a different Metering Point which has Proximate Metering Equipment with the Metering Point referred to in limb (i).

**Permitted Third Party Metering Works** means, in respect of a Metering Point, works by (or on behalf of) a Third Party Electricity Supplier or a Gas Supplier in respect of that Metering Point (being the Third Party Metering Point for the Third Party Electricity Supplier or Gas Supplier) where and to the extent that such works are reasonably necessary in relation to statutory or licence duties concerning (as applicable) (i) a Metering Point for which the Third Party Electricity

Supplier is Registered or (ii) a Premises for which the Gas Supplier is the Responsible Gas Supplier; provided that those works shall be limited to one or more of the following:

- (a) minimal repositioning of the metering equipment relating to the Third Party Metering Point within a communal metering equipment space;
- (b) work on looped neutral(s) on the metering equipment relating to the Third Party Metering Point;
- (c) work on a shared supply used by the metering equipment relating to the Third Party Metering Point;
- (d) Revenue Protection Activity relating to the Third Party Metering Point;
- (e) installation of an isolator in respect of the metering equipment relating to the Third Party Metering Point; and/or
- (f) installing, operating inspecting, maintaining, repairing, renewing, repositioning, replacing and/or removing a Smart Metering Comms Hub Device.

**Proximate Metering Equipment**

means metering equipment relating to a Metering Point which is located in close proximity to metering equipment relating to one or more other Metering Points.

**Amend the following definitions in Clause 1:**

**Company**

has:

- (a) in respect of Section 2A, the meaning given to that term in Clause 15.1;
- (b) in respect of Section 2B, the meaning given to that term in Clause 36.1;
- (c) in respect of Section 2C, the meaning given to that term in Clause 52A.1; ~~and~~
- (d) in respect of Section 2D, the meaning given to that term in Clause 52G.4;
- (e) in respect of Section 2E, the meaning given to that term in Clause 52M.1; and
- (f) in respect of Section 2F, the meaning given to that term in Clause 52Q.4.

**Connectee**

means, in respect of:

- (a) Section 2A ~~2C or 2D~~ 2E or 2F and a Customer Installation, the relevant Customer;
- (b) Section 2A and a Generation Installation, the relevant Generator;
- (c) Section 2A and a User Installation, the User; and
- (d) Section 2B, a person whose premises are connected to the Company's Distribution System or a person whose premises are connected to the User's System (as determined in accordance with Clause 36.4).

**Customer**

means:

- (a) in respect of Section 2A, a person to whom a User proposes to supply, or for the time being supplies, electricity through an Exit Point, or from whom a User, or any Relevant Exempt Supplier, is entitled to recover charges, compensation or an account of profits in respect of electricity supplied through an Exit Point; and
- (b) in respect of Section 2B 2C ~~or 2D~~ 2E or 2F, any owner or occupier of premises in Great Britain who is supplied or requires to be supplied with electricity, and includes an electricity supplier when acting on behalf of such a person.

**De-energise**

means:

- (a) in respect of Section 2A 2C ~~or 2D~~ 2E or 2F, deliberately to prevent the flow of electricity until Re-energised or Disconnected:
  - (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 until Re-energised or Disconnected (and cognate expressions shall be construed accordingly).

**Electricity Supplier**

- (a) in respect of Section 2C and any Smart Metering Comms Hub Device, means the Supplier Party that is Registered from time to time for the Metering Point associated with the Premises to which that Smart Metering Comms Hub Device relates; ~~or~~

- (b) in respect of Section 2D, has the meaning given to that expression in Clause 52G.1; or

- (c) in respect of Section 2F, has the meaning given to that expression in Clause 52Q.1.

**Re-energise**

means:

- (a) in respect of Section 2A 2C ~~or~~ 2D, 2E or 2F, deliberately to allow 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, to 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, where such flow of electricity was previously prevented by De-energisation Works (and cognate expressions shall be construed accordingly); and

- (b) in respect of Section 2B, deliberately to allow the flow of electricity through a Connection Point, where such flow was previously prevented by De-energisation Works (and cognate expressions shall be construed accordingly).

**Amend Scope of Section 2C as follows:**

**SCOPE OF SECTION 2C**

This Section 2C and the Schedules referred to in it set out the terms and conditions pursuant to which a DNO/IDNO Party shall allow a Gas Supplier Party to undertake Permitted Third Party Metering Works~~install~~, and thereafter to maintain any Smart Metering Comms Hub Devices installed pursuant to those works.

**Amend Clauses 52A – 52C as follows:**

**52A. INTERPRETATION OF SECTION 2C**

**Party Obligations**

52A.1 In this Section 2C, in the Schedules when applied pursuant to this Section 2C, and in the terms defined in Clause 1 when used in this Section 2C or those Schedules, a reference to a Company is a reference to each Party that is either a DNO Party or an IDNO Party separately and individually and, where an obligation is imposed on, or a right granted to, a **Company**, that obligation is imposed on, and that right is granted to, each such Party separately and independently.

52A.2 In this Section 2C, in the Schedules when applied pursuant to this Section 2C, and in the terms defined in Clause 1 when used in this Section 2C or those Schedules, a reference to a **Gas Supplier** is:

52A.2.1 a reference to each Party that is a Gas Supplier Party separately and individually and, where an obligation is imposed on, or a right is granted to, a Gas Supplier, that obligation is imposed on, and that right is granted to, each such Party separately and independently; and

52A.2.2 when made in relation to a Company and any period of time, a reference to each Gas Supplier Party (separately, individually and to the relevant extent) who is (or was), during that period, the Responsible Gas Supplier for a Premises connected to that Company's Distribution System.

52A.3 This Section 2C, and the Schedules when applied pursuant to it, shall:

52A.3.1 only create rights and obligations between DNO/IDNO Parties (on the one hand) and Gas Supplier Parties (on the other), and shall not create rights or obligations between DNO/IDNO Parties and other DNO/IDNO Parties or between Gas Supplier Parties and other Gas Supplier Parties;

52A.3.2 not apply to the OTSO Party or to Supplier/DG Parties<sup>1</sup>;

52A.3.3 only create obligations between a Company and a Gas Supplier to the extent that, and in relation to those periods for which, that Gas Supplier is (or was) a Responsible Gas Supplier for a Premises connected to that Company's Distribution System; and

52A.3.4 not impose any obligations between a Company and a Gas Supplier in relation to periods for which that Gas Supplier is (or was) not a Responsible Gas Supplier for a Premises connected to that Company's Distribution System.

### **References in Relation to Companies and Gas Suppliers**

52A.4 In this Section 2C, in the Schedules when applied pursuant to this Section 2C, and in

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<sup>1</sup> Drafting Note – 'DG Parties' to be replaced with 'CVA Registrant' if DCP295 is approved.

the terms defined in Clause 1 when used in this Section 2C or those Schedules, unless the context otherwise requires, references to:

52A.4.1 an Exit Point or Entry Point are, when made in relation to a Company, references to an Exit Point or Entry Point on that Company's Distribution System;

52A.4.2 a Premises are, when made in relation to a Gas Supplier and any period of time, references to a Premises for which the Gas Supplier is (or was) the Responsible Gas Supplier during that period of time;

52A.4.3 a Connectee, Connected Installation, Connection Agreement, Metering Point, Premises or Smart Metering Comms Hub Device, are (when made in relation to a Company) references to a Connectee, Connected Installation, Connection Agreement, Metering Point, Premises or Smart Metering Comms Hub Device relating to an Exit Point on such Company's Distribution System; or

52A.4.4 a Connectee, Connected Installation, Connection Agreement, Exit Point, Metering Point or Smart Metering Comms Hub Device, are (when made in relation to a Gas Supplier and any period of time) references to a Connectee, Connected Installation, Connection Agreement, Exit Point, Metering Point or Smart Metering Comms Hub Device relating to a Premises for which the Gas Supplier was the Responsible Gas Supplier during that period of time.

#### **Application Limited to Whole Current Metering**

52A.5 This Section 2C shall only apply to Exit Points or Entry Points for which the import or export of electricity is metered directly by putting the full electrical current through the meter (known as 'whole current metering').

### **52B. DE-ENERGISATION AND RE-ENERGISATION WORKS**

#### **Requirements for those undertaking Works**

52B.1 Any and all Permitted Third Party Metering Works, De-energisation Works and Re-

energisation Works carried out by or on behalf of the Gas Supplier pursuant to this Clause 52B shall only be carried out by a person working on behalf of a Gas Meter Asset Manager engaged by the Gas Supplier.

### **Good Industry Practice**

52B.2 The Company and the Gas Supplier shall each act in accordance with Good Industry Practice when carrying out, or procuring the carrying out of, any and all works pursuant to this Clause 52B~~De-energisation Works or Re-energisation Works~~.

### **Works Undertaken by the Gas Supplier**

52B.3 If, ~~in respect of an Exit Point for which the supply of electricity is metered directly by putting the full electrical current through the meter (known as ‘whole current metering’)~~, the Gas Supplier wishes at any time to undertake Permitted Third Party Metering Works in respect of a Third Party Metering Point~~;~~,

~~52B.3.1 install a Smart Metering Comms Hub Device at a Premises where there is not, at that time, already a Smart Metering Comms Hub Device that can communicate with both the Gas Supplier (or its appointed data communications company) and the gas metering equipment at the Premises;~~  
~~or~~

~~52B.3.2 operate, inspect, maintain, repair, renew, reposition, replace and/or remove a Smart Metering Comms Hub Device that was installed at the Premises prior to that time (whether or not on behalf of the Gas Supplier);~~

then the Gas Supplier may (to the extent reasonably required in order to do so, and with no prior notice to the Company) De-energise the Exit Point and/or Entry Point to which the Third Party Metering Point relates~~at that Premises~~ in order to do so; provided that the Gas Supplier Re-energises that Exit Point and/or Entry Point as soon as reasonably practicable thereafter.

52B.4 If the Gas Supplier resolves to De-energise and/or Re-energise an Exit Point and/or Entry Point pursuant to Clause 52B.3, then the Gas Supplier shall:

52B.4.1 (subject to Clauses 52B.2 and 52C) decide on the extent and nature of the

De-energisation Works and Re-energisation Works, and shall undertake such De-energisation Works and Re-energisation Works at its own cost; and

52B.4.2 comply with the Relevant Instruments and the Distribution Code in relation to the De-energisation Works and Re-energisation Works.

### **Company's Right to De-energise**

52B.5 Notwithstanding the right of the Gas Supplier under this Clause 52B to install a Smart Metering Comms Hub Device (and to keep it installed), ~~the~~ Company may, at any time with no prior notice to the Gas Supplier, De-energise any Exit Point and/or Entry Point if:

52B.5.1 the Company is entitled to do so pursuant to the Connection Agreement relating to such Exit Point and/or Entry Point; or

52B.5.2 the Company is entitled to do so pursuant to the Relevant Instruments or Section 2A;

52B.5.3 the Company is instructed, pursuant to the terms of the Connection and Use of System Code or the Balancing and Settlement Code, to do so;

52B.5.4 the Company reasonably considers it necessary to do so for safety or system security reasons;

52B.5.5 the Company reasonably considers it necessary to do so to avoid interference with the regularity or efficiency of its Distribution System (including where the Smart Metering Comms Hub Device is interfering with the Company's Distribution System);

52B.5.6 an accident or emergency occurs or threatens to occur which requires the Company to do so to avoid the risk of personal injury to any person or physical damage to the property of the Company, its officers, employees or agents, or the property of any other person;

52B.5.7 the rights of the Gas Supplier are suspended in accordance with Clause 54.2; or

52B.5.8 subject to the terms of a replacement agreement, this Agreement is terminated, or the Gas Supplier ceases to be a Party in accordance with the provisions of Clause 54.

52B.6 If the Company resolves to De-energise an Exit Point and/or Entry Point pursuant to Clause 52B.5, then:

52B.6.1 (subject to Clauses 52B.2 and 52C) the Company shall decide on the extent and nature of the De-energisation Works required to De-energise the Exit Point and/or Entry Point;

52B.6.2 the Company shall Re-energise the Exit Point and/or Entry Point as soon as is reasonably practicable after the circumstance giving rise to such De-energisation has ended (and shall determine the extent and nature of the Re-energisation Works required to Re-energise the Exit Point and/or Entry Point); and

52B.6.3 there shall be no charge to the Gas Supplier in respect of such De-energisation Works and/or Re-energisation Works, except where the Company resolves to De-energise an Exit Point and/or Entry Point because of the Gas Supplier's Permitted Third Party Metering Works, the Smart Metering Comms Hub Device or a breach by the Gas Supplier of this Agreement (in which case the Gas Supplier shall pay the Company's reasonable costs incurred in relation to the De-energisation Works and the subsequent Re-energisation Works).

### **Other Matters**

52B.7 For the avoidance of doubt, the Gas Supplier shall only be entitled to Re-energise an Exit Point and/or Entry Point that has been De-energised by (or on behalf of) the Gas Supplier pursuant to this Agreement.

52B.8 In undertaking De-energisation Works and Re-energisation Works as permitted ~~by pursuant to~~ this Clause 52B, the Company may reposition the Smart Metering Comms Hub Device (or any part of it) on the meter board (but may not otherwise alter the position of the Smart Metering Comms Hub Device).

52B.9 Subject to any contrary agreement between the Gas Supplier and the Electricity Supplier, where the Gas Supplier has no further need for the Smart Metering Comms Hub Device (and there is no reasonable prospect of the Gas Supplier, or any future Gas Supplier, needing to use that Smart Metering Comms Hub Device in the future), then the Gas Supplier shall remove that Smart Metering Comms Hub Device (or, to the extent consistent with Good Industry Practice, render it inoperable in accordance with Good Industry Practice). Where a Smart Metering Comms Hub Device has been rendered inoperable pursuant to this Clause 52B.9, then the Company shall at any time thereafter be entitled to remove and dispose of that Smart Metering Comms Hub Device.

### **Non-Interference**

52B.10 The Company shall ensure that the Gas Supplier (and its Gas Meter Asset Manager when acting in its capacity as such) is entitled to interfere with the Distribution System to the extent it is necessary to do so in exercising the Gas Supplier's rights or complying with its obligations under this Clause 52B or Clause 52C. The Gas Supplier shall not (and shall ensure that its Gas Meter Asset Manager when acting in its capacity as such shall not) otherwise interfere with the Distribution System (subject to any contrary agreement between the Gas Supplier and the Company).

52B.11 The Gas Supplier shall ensure that the Company is entitled to interfere with the Smart Metering Comms Hub to the extent it is necessary to do so in exercising the Company's rights or complying with its obligations under this Clause 52B or Clause 52C. The Company shall not otherwise interfere with the Smart Metering Comms Hub (subject to any contrary agreement between the Gas Supplier and the Company).

52B.12 The Gas Supplier shall indemnify the Company against all actions, proceedings, costs, demands, claims, expenses, liability, loss or damage arising directly from physical damage to the property of any person caused by the Gas Supplier's Gas Meter Asset Manager in exercising the Gas Supplier's rights under this Clause 52B (but excluding liability for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill, and subject to a cap of £1 million per incident or series of related incidents).

52B.13 For the purposes of Clause 53.4, the Company and the Gas Supplier agree that matters relating to Smart Metering Comms Hub Devices that are not the subject of express

rights and obligations under this Section 2C (including the standard to which such devices are to be maintained) are outside of the subject matter of this Agreement (and neither the Company nor the Gas Supplier waive their rights or remedies under Clause 53.4 in respect of the same).

## **52C. METER OPERATION CODE OF PRACTICE AGREEMENT**

52C.1 The Gas Supplier shall procure that the Gas Meter Asset Manager which carries out Permitted Third Party Metering Works, De-energisation Works and/or Re-energisation Works ~~pursuant to Clause 52B in respect of an Exit Point~~ shall be party to the Meter Operation Code of Practice Agreement, and shall comply with the Meter Operation Code of Practice Agreement in relation to those works.

52C.2 The Company shall be party to, and shall comply with, the Meter Operation Code of Practice Agreement.

### **Amend Scope of Section 2D as follows:**

#### **SCOPE OF SECTION 2D**

This Section 2D and the Schedules referred to in it set out the terms and conditions pursuant to which a Supplier Party shall allow a Gas Supplier Party to undertake Permitted Third Party Metering Works~~install~~, and thereafter to maintain any Smart Metering Comms Hub Devices installed pursuant to those works.

### **Amend Clauses 52G – 52I as follows:**

#### **52G. INTERPRETATION OF SECTION 2D**

##### **Party Obligations**

52G.1 In this Section 2D, in the Schedules when applied pursuant to this Section 2D, and in

the terms defined in Clause 1 when used in this Section 2D or those Schedules, a reference to an **Electricity Supplier** is:

52G.1.1 a reference to each Party that is a Supplier Party separately and individually and, where an obligation is imposed on, or a right granted to, an Electricity Supplier, that obligation is imposed on, and that right is granted to, each such Party separately and independently; and

52G.1.2 when made in relation to a Gas Supplier and any period of time, a reference to the Supplier Party who is (or was), during that period, Registered in respect of the Metering Point which is a Third Party Metering Point for the Gas Supplier, because either (a) that Metering Point relates to associated with the Exit Point at a Premises for which the Gas Supplier is (or was) the Responsible Gas Supplier during that period, or (b) that Metering Point has Proximate Metering Equipment with the Metering Point referred to in limb (a).

52G.2 In this Section 2D, in the Schedules when applied pursuant to this Section 2D, and in the terms defined in Clause 1 when used in this Section 2D or those Schedules, a reference to a **Gas Supplier** is:

52G.2.1 a reference to each Party that is a Gas Supplier Party separately and individually and, where an obligation is imposed on, or a right is granted to, a Gas Supplier, that obligation is imposed on, and that right is granted to, each such Party separately and independently; and

52G.2.2 when made in relation to an Electricity Supplier and any period of time, a reference to the Gas Supplier Party who is (or was), during that period, the Responsible Gas Supplier for either: (a) a Premises in respect of which the Electricity Supplier is (or was) Registered during that period; or (b) a Premises which has Proximate Metering Equipment with a Metering Point in respect of which the Electricity Supplier is (or was) Registered during that period.

52G.3 This Section 2D, and the Schedules when applied pursuant to it, shall:

52G.3.1 only create rights and obligations between Supplier Parties (on the one hand) and Gas Supplier Parties (on the other), and shall not create rights or obligations between Supplier Parties and other Supplier Parties or between Gas Supplier Parties and other Gas Supplier Parties; and

52G.3.2 not apply to the OTSO Party or to DNO/IDNO Parties; ~~and~~

~~52G.3.3 only create obligations between an Electricity Supplier and a Gas Supplier to the extent that, and in relation to those periods for which, that Electricity Supplier is (or was) Registered in respect of the Metering Point associated with the Exit Point at a Premises for which the Gas Supplier is (or was) the Responsible Gas Supplier (and not otherwise).~~

### **References in Relation to Electricity Suppliers and Gas Suppliers**

52G.4 In this Section 2D, in the Schedules when applied pursuant to this Section 2D, and in the terms defined in Clause 1 when used in this Section 2D or those Schedules, unless the context otherwise requires, references to:

52G.4.1 an Exit Point or Entry Point are, when made in relation to an Electricity Supplier and any period of time, references to an Exit Point or Entry Point relating to a Metering Point for which that Electricity Supplier is (or was) Registered during that period;

52G.4.2 a Premises are, when made in relation to a Gas Supplier and any period of time, references to a Premises for which the Gas Supplier is (or was) the Responsible Gas Supplier during that period of time;

52G.4.3 a Connectee, Connected Installation, Contract, ~~Exit Point~~, Premises or Smart Metering Comms Hub Device, are (when made in relation to an Electricity Supplier and any period of time) references to a Connectee, Connected Installation, Contract, ~~Exit Point~~, Premises or Smart Metering Comms Hub Device relating to a Metering Point for which that Electricity Supplier is (or was) Registered during that period;

52G.4.4 a Connectee, Connected Installation, Contract, Exit Point, Entry Point, Metering Point or Smart Metering Comms Hub Device, are (when made in

relation to a Gas Supplier and any period of time) references to a Connectee, Connected Installation, Contract, Exit Point, Entry Point, Metering Point or Smart Metering Comms Hub Device relating to a Premises for which the Gas Supplier was the Responsible Gas Supplier during that period of time; or

52G.4.5 a Distribution System or Company, are respectively (when made in relation to an Exit Point or Entry Point) references to the Distribution System associated with that Exit Point or Entry Point or to the DNO/IDNO Party that operates that Distribution System.

### **Application Limited to Whole Current Metering**

52A.5 This Section 2D shall only apply to Exit Points or Entry Points for which the import or export of electricity is metered directly by putting the full electrical current through the meter (known as ‘whole current metering’).

## **52H. DE-ENERGISATION AND RE-ENERGISATION WORKS**

### **Requirements for those undertaking Works**

52H.1 Any and all Permitted Third Party Metering Works. De-energisation Works and Re-energisation Works carried out by or on behalf of the Gas Supplier pursuant to this Clause 52H shall only be carried out by a person working on behalf of a Gas Meter Asset Manager engaged by the Gas Supplier.

### **Good Industry Practice**

52H.2 The Electricity Supplier and the Gas Supplier shall each act in accordance with Good Industry Practice when carrying out, or procuring the carrying out of, any and all works pursuant to this Clause 52H~~De-energisation Works or Re-energisation Works.~~ Without limitation, the Gas Supplier shall notify a Customer before undertaking any Permitted Third Party Metering Works in respect of the Customer's Metering Point where that Metering Point is a Proximate Metering Point to a Metering Point serving the Premises for which the Gas Supplier is the

Responsible Gas Supplier.

**Works Undertaken by the Gas Supplier**

52H.3 If, ~~in respect of an Exit Point for which the supply of electricity is metered directly by putting the full electrical current through the meter (known as ‘whole current metering’)~~, the Gas Supplier wishes at any time to undertake Permitted Third Party Metering Works in respect of a Third Party Metering Point;

~~52H.3.1 install a Smart Metering Comms Hub Device at a Premises at which there is not, at that time, already a Smart Metering Comms Hub Device that can communicate with both the Gas Supplier (or its appointed data communications company) and the gas metering equipment at the Premises;~~  
or

~~52H.3.2 operate, inspect, maintain, repair, renew, reposition, replace and/or remove a Smart Metering Comms Hub Device that was installed at the Premises prior to that time (whether or not on behalf of the Gas Supplier);~~

then the Gas Supplier may (to the extent reasonably required in order to do so, and with no prior notice to the Electricity Supplier) De-energise the Exit Point and/or Entry Point to which the Third Party Metering Point relates ~~at that Premises~~ in order to do so; provided that the Gas Supplier Re-energises that Exit Point and/or Entry Point as soon as reasonably practicable thereafter.

52H.4 If the Gas Supplier resolves to De-energise and/or Re-energise an Exit Point and/or Entry Point pursuant to Clause 52H.3, then the Gas Supplier shall:

52H.4.1 (subject to Clauses 52H.2 and 52I) decide on the extent and nature of the De-energisation Works and Re-energisation Works, and shall undertake such De-energisation Works and Re-energisation Works at its own cost; and

52H.4.2 comply with the Relevant Instruments and the Distribution Code in relation to the De-energisation Works and Re-energisation Works.

**Electricity Supplier’s Right to De-energise**

52H.5 Notwithstanding the right of the Gas Supplier under this Clause 52H to install a Smart Metering Comms Hub Device (and to keep it installed), the Electricity Supplier may, at any time with no prior notice to the Gas Supplier, De-energise any Exit Point and/or Entry Point if:

52H.5.1 the Electricity Supplier is entitled to do so pursuant to the Contract relating to such Exit Point and/or Entry Point; or

52H.5.2 the Electricity Supplier is entitled to do so pursuant to the Relevant Instruments or Sections 2A, 2E or 2F.

52H.6 If the Electricity Supplier resolves to De-energise an Exit Point and/or Entry Point pursuant to Clause 52H.5, then:

52H.6.1 (subject to Clauses 52H.2 and 52I) the Electricity Supplier shall decide on the extent and nature of the De-energisation Works required to De-energise the Exit Point and/or Entry Point;

52H.6.2 the Electricity Supplier shall Re-energise the Exit Point and/or Entry Point as soon as is reasonably practicable after the circumstance giving rise to such De-energisation has ended (and shall determine the extent and nature of the Re-energisation Works required to Re-energise the Exit Point and/or Entry Point); and

52H.6.3 there shall be no charge to the Gas Supplier in respect of such De-energisation Works and/or Re-energisation Works.

#### **Other Matters**

52H.7 For the avoidance of doubt, the Gas Supplier shall only be entitled to Re-energise an Exit Point and/or Entry Point that has been De-energised by (or on behalf of) the Gas Supplier pursuant to this Agreement.

52H.8 In undertaking De-energisation Works and Re-energisation Works as permitted by ~~pursuant to~~ this Clause 52H, the Electricity Supplier may reposition the Smart Metering Comms Hub Device (or any part of it) on the meter board (but may not otherwise alter the position of the Smart Metering Comms Hub Device).

- 52H.9 In undertaking De-energisation Works and Re-energisation Works pursuant to this Clause 52H, the Gas Supplier may reposition the electricity metering equipment (or any part of it) on the meter board (but may not otherwise alter the position of the electricity metering equipment).
- 52H.10 Subject to any other agreement between the Gas Supplier and the Electricity Supplier, where the Gas Supplier has no further need for the Smart Metering Comms Hub Device (and there is no reasonable prospect of the Gas Supplier, or any future Gas Supplier, needing to use that Smart Metering Comms Hub Device in the future), then the Gas Supplier shall remove that Smart Metering Comms Hub Device (or, to the extent consistent with Good Industry Practice, render it inoperable in accordance with Good Industry Practice). Where a Smart Metering Comms Hub Device has been rendered inoperable pursuant to this Clause 52H.10, then the Electricity Supplier shall at any time thereafter be entitled to remove and dispose of that Smart Metering Comms Hub Device.

**Non-Interference**

- 52H.11 The Electricity Supplier consents to the Gas Supplier (and its Gas Meter Asset Manager when acting in its capacity as such) interfering with the electricity metering equipment at the Premises to the extent it is necessary to do so in exercising the Gas Supplier's rights or complying with its obligations under this Clause 52H or Clause 52I. The Gas Supplier shall not (and shall ensure that its Gas Meter Asset Manager when acting in its capacity as such shall not) otherwise interfere with the electricity metering equipment at the Premises (subject to any contrary agreement between the Gas Supplier and the Electricity Supplier).
- 52H.12 Notwithstanding the consent given by the Electricity Supplier under Clause 52H.11, the Gas Supplier shall indemnify the Electricity Supplier against all actions, proceedings, costs, demands, claims, expenses, liability, loss or damage arising:
- 52H.12.1 directly from physical damage to the property of any person caused by the Gas Supplier's Gas Meter Asset Manager in exercising the Gas Supplier's rights under this Clause 52H (but excluding liability for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill, and subject to a cap of £1 million per incident or series of related incidents); and/or

52H.12.2 directly or indirectly from any claim by the owner of the electricity metering equipment at the Premises or by the Electricity Supplier's Meter Operator Agent that the Electricity Supplier is in breach of its contracts with such persons in providing consent under Clause 52H.11 (but only to the extent such contracts were entered into prior to 1 October 2013, and subject to a cap of £1 million per contract).

52H.13 The Gas Supplier shall ensure that the Electricity Supplier is entitled to interfere with the Smart Metering Comms Hub to the extent it is necessary to do so in exercising the Electricity Supplier's rights or complying with its obligations under this Clause 52H or Clause 52I. The Electricity Supplier shall not otherwise interfere with the Smart Metering Comms Hub (subject to any contrary agreement between the Gas Supplier and the Electricity Supplier).

52H.14 For the purposes of Clause 53.4, the Electricity Supplier and the Gas Supplier agree that matters relating to Smart Metering Comms Hub Devices that are not the subject of express rights and obligations under this Section 2D (including the standard to which such devices are to be maintained) are outside of the subject matter of this Agreement (and neither the Electricity Supplier nor the Gas Supplier waive their rights or remedies under Clause 53.4 in respect of the same).

## **52I. METER OPERATION CODE OF PRACTICE AGREEMENT**

52I.1 The Gas Supplier shall procure that the Gas Meter Asset Manager which carries out Permitted Third Party Metering Works, De-energisation Works and/or Re-energisation Works ~~pursuant to Clause 52H in respect of an Exit Point~~ shall be party to the Meter Operation Code of Practice Agreement, and shall comply with the Meter Operation Code of Practice Agreement in relation to those works.

52I.2 The Electricity Supplier shall procure that the Meter Operator Agent appointed for each Metering Point supplied by the Electricity Supplier~~User~~ shall be party to the Meter Operation Code of Practice Agreement, and shall comply with the Meter Operation Code of Practice Agreement in relation to that Metering Point.

**Add the new Section 2E as follows:**

**SECTION 2E – DISTRIBUTOR TO THIRD PARTY ELECTRICITY  
SUPPLIER RELATIONSHIPS**

**SCOPE OF SECTION 2E**

This Section 2E and the Schedules referred to in it set out the terms and conditions pursuant to which a DNO/IDNO Party shall allow a Third Party Electricity Supplier to undertake Permitted Third Party Metering Works.

**52M INTERPRETATION OF SECTION 2E**

**Party Obligations**

52M.1 In this Section 2E, in the Schedules when applied pursuant to this Section 2E, and in the terms defined in Clause 1 when used in this Section 2E or those Schedules, a reference to a "Company" is a reference to each Party that is either a DNO Party or an IDNO Party separately and individually and, where an obligation is imposed on, or a right granted to, a Company, that obligation is imposed on, and that right is granted to, each such Party separately and independently.

52M.2 In this Section 2E, in the Schedules when applied pursuant to this Section 2E, and in the terms defined in Clause 1 when used in this Section 2E or those Schedules, a reference to a Third Party Electricity Supplier is:

52M.2.1 a reference to each Party that is a Supplier Party separately and individually and, where an obligation is imposed on, or a right is granted to, a Third Party Electricity Supplier, that obligation is imposed on, and that right is granted to, each such Party separately and independently; and

52M.2.2 when made in relation to a Company and any period of time, a reference to each Supplier Party (separately, individually and to the relevant extent) who is (or was), during that period, Registered for a Metering Point relating to an

Entry Point or an Exit Point on that Company's Distribution System for which there is (or was) one or more Third Party Metering Points.

52M.3 This Section 2E, and the Schedules when applied pursuant to it, shall:

52M.3.1 only create rights and obligations between DNO/IDNO Parties (on the one hand) and Supplier Parties (on the other), and shall not create rights or obligations between DNO/IDNO Parties and other DNO/IDNO Parties or between Supplier Parties and other Supplier Parties;

52M.3.2 not apply to the OTSO Party or to DG Parties<sup>2</sup> or to Gas Supplier Parties;

52M.3.3 only create obligations between a Company and a Third Party Electricity Supplier to the extent that, and in relation to those periods for which, that Third Party Electricity Supplier is (or was) Registered for a Metering Point relating to an Entry Point or an Exit Point on that Company's Distribution System for which there is (or was) one or more Third Party Metering Points; and

52M.3.4 not impose any obligations between a Company and a Third Party Electricity Supplier in relation to periods for which that Third Party Electricity Supplier is (or was) not Registered for a Metering Point relating to an Entry Point or an Exit Point on that Company's Distribution System for which there is (or was) one or more Third Party Metering Points.

#### **References in Relation to Companies**

52M.4 In this Section 2E, in the Schedules when applied pursuant to this Section 2E, and in the terms defined in Clause 1 when used in this Section 2E or those Schedules, references to:

52M.4.1 an Entry Point or Exit Point are, when made in relation to a Company, references to an Entry Point or Exit Point on that Company's Distribution System; and

52M.4.2 a Metering Point are, when made in relation to a Company, references to a

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<sup>2</sup> Drafting Note – 'DG Parties' to be replaced with 'CVA Registrant' if DCP295 is approved.

Metering Point relating to an Entry Point or Exit Point on such Company's Distribution System.

### **Application Limited to Whole Current Metering**

52M.5 This Section 2E shall only apply to Exit Points and/or Entry Points for which the import or export of electricity is metered directly by putting the full electrical current through the meter (known as 'whole current metering').

## **52N DE-ENERGISATION AND RE-ENERGISATION WORKS**

### **Requirements for those undertaking Works**

52N.1 Any and all Permitted Third Party Metering Works, De-energisation Works and Re-energisation Works carried out by or on behalf of the Third Party Electricity Supplier pursuant to this Clause 52N shall only be carried out by a person working on behalf of a Meter Operator Agent engaged by the Third Party Electricity Supplier.

### **Good Industry Practice**

52N.2 The Third Party Electricity Supplier shall each act in accordance with Good Industry Practice when carrying out, or procuring the carrying out of, any and all works pursuant to this Clause 52N.

### **Works Undertaken by the Third Party Electricity Supplier**

52N.3 If the Third Party Electricity Supplier wishes at any time to undertake Permitted Third Party Metering Works in respect of a Third Party Metering Point, then the Third Party Electricity Supplier may (to the extent reasonably required in order to do so, and with no prior notice to the Company) De-energise the Exit Point and/or Entry Point to which the Third Party Metering Point relates in order to do so; provided that the Third Party Electricity Supplier Re-energises that Exit Point and/or Entry Point as soon as reasonably practicable thereafter.

52N.4 If the Third Party Electricity Supplier resolves to De-energise and/or Re-energise an Exit Point and/or Entry Point pursuant to Clause 52N.3, then the Third Party Electricity Supplier shall:

52N.4.1 (subject to Clauses 52N.2 and 52O) decide on the extent and nature of the De-energisation Works and Re-energisation Works, and shall undertake such De-energisation Works and Re-energisation Works at its own cost; and

52N.4.2 comply with the Relevant Instruments and the Distribution Code in relation to the De-energisation Works and Re-energisation Works.

### **Other Matters**

52N.5 For the avoidance of doubt, the Third Party Electricity Supplier shall only be entitled to Re-energise an Exit Point and/or Entry Point that has been De-energised by (or on behalf of) the Third Party Electricity Supplier pursuant to this Agreement.

### **Non-Interference**

52N.6 The Company shall ensure that the Third Party Electricity Supplier (and its Meter Operator Agent when acting in its capacity as such) is entitled to interfere with the Distribution System to the extent it is necessary to do so in exercising the Third Party Electricity Supplier's rights or complying with its obligations under this Clause 52N or Clause 52O. The Third Party Electricity Supplier shall not (and shall ensure that its Meter Operator Agent when acting in its capacity as such shall not) otherwise interfere with the Distribution System (subject to any contrary agreement between the Third Party Electricity Supplier and the Company, including as set out in Section 2A of this Agreement).

52N.7 The Third Party Electricity Supplier shall indemnify the Company against all actions, proceedings, costs, demands, claims, expenses, liability, loss or damage arising directly from physical damage to the property of any person caused by the Third Party Electricity Supplier's Meter Operator Agent in exercising the Third Party Electricity Supplier's rights under this Clause 52N (but excluding liability for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill, and subject to a cap of £1 million per incident or series of related incidents).

## **52O METER OPERATION CODE OF PRACTICE AGREEMENT**

52O.1 The Third Party Electricity Supplier shall procure that the Meter Operator Agent which carries out Permitted Third Party Metering Works, De-energisation Works and/or Re-energisation Works pursuant to Clause 52N shall be party to the Meter Operation Code of Practice Agreement, and shall comply with the Meter Operation Code of Practice Agreement in relation to those works.

## **52P PROVISION OF INFORMATION**

### **Interference**

52P.1 Without prejudice to the Third Party Electricity Supplier's obligations under Clause 30 (Provision of Information), the Third Party Electricity Supplier shall (and shall ensure that its contractors and agents shall) in a prompt and appropriate manner having regard to the nature of the incident, inform the Company where the Third Party Electricity Supplier has (or in the case of the Third Party Electricity Supplier's contractors and agents, such contractors and agents have) reason to believe that there has been interference with any electricity metering equipment relating to Third Party Metering Points that has prevented such metering equipment from correctly registering the quantity of electricity supplied unless the Third Party Electricity Supplier believes that the damage or interference was caused by the Company.

52P.2 Where the Third Party Electricity Supplier has reason to believe that any damage or interference reported by it (or by its contractors or agents) under Clause 52P.1 has been caused by a criminal act, it shall provide the Company with such information as is reasonably required for investigating the incident and resolving any safety concerns arising out of it.

Add the new Section 2F as follows:

**SECTION 2F – ELECTRICITY SUPPLIER TO THIRD PARTY  
ELECTRICITY SUPPLIER RELATIONSHIPS**

**SCOPE OF SECTION 2F**

This Section 2F and the Schedules referred to in it set out the terms and conditions pursuant to which a Supplier Party shall allow a Third Party Electricity Supplier to undertake Permitted Third Party Metering Works.

**52Q INTERPRETATION OF SECTION 2F**

**Party Obligations**

52Q.1 In this Section 2F, in the Schedules when applied pursuant to this Section 2F, and in the terms defined in Clause 1 when used in this Section 2F or those Schedules, a reference to an "Electricity Supplier" is:

52Q.1.1 a reference to each Party that is a Supplier Party separately and individually and, where an obligation is imposed on, or a right granted to, an Electricity Supplier, that obligation is imposed on, and that right is granted to, each such Party separately and independently;

52Q.1.2 when made in relation to a Metering Point and any period of time, a reference to the Supplier Party who is (or was), during that period, Registered in respect of the Metering Point; and

52Q.1.3 when made in relation to a Third Party Electricity Supplier and any period of time, a reference to the Supplier Party who is (or was), during that period, Registered in respect of a Metering Point for which the Third Party Electricity Supplier is (or was) a Third Party Electricity Supplier during that period (because the Metering Point for which the Electricity Supplier is Registered has Proximate Metering Equipment with a Metering Point for which the Third Party Electricity Supplier Party is Registered).

52Q.2 In this Section 2F, in the Schedules when applied pursuant to this Section 2F, and in the terms defined in Clause 1 when used in this Section 2F or those Schedules, a reference to a Third Party Electricity Supplier is:

52Q.2.1 a reference to each Party that is a Supplier Party separately and individually and, where an obligation is imposed on, or a right is granted to, a Third Party Electricity Supplier, that obligation is imposed on, and that right is granted to, each such Party separately and independently; and

52Q.2.2 when made in relation to an Electricity Supplier and any period of time, a reference to each Supplier Party (separately, individually and to the relevant extent) who is (or was), during that period, Registered for a Metering Point which is (or was) a Third Party Metering Point for that Electricity Supplier.

52Q.3 This Section 2F, and the Schedules when applied pursuant to it, shall:

52Q.3.1 only create rights and obligations between Supplier Parties (on the one hand) and other Supplier Parties (on the other);

52Q.3.2 not apply to the OTSO Party or to DNO/IDNO Parties or to Gas Supplier Parties; and

52Q.3.3 only create right and obligations between Supplier Parties to the extent that, and in relation to those periods for which, the two Supplier Parties are (or were) Registered in respect of Metering Points which are Proximate Metering Points (and not otherwise).

#### **Application Limited to Whole Current Metering**

52Q.4 This Section 2F shall only apply to Third Party Metering Points relating to Exit Points and/or Entry Points for which the import or export of electricity is metered directly by putting the full electrical current through the meter (known as ‘whole current metering’).

#### **52R PERMITTED THIRD PARTY METERING WORKS AND DE-ENERGISATION AND RE-ENERGISATION WORKS**

#### **Requirements for those undertaking Works**

52R.1 Any and all Permitted Third Party Metering Works, De-energisation Works and Re-energisation Works carried out by or on behalf of the Third Party Electricity Supplier pursuant to this Clause 52R shall only be carried out by a person working on behalf of a Meter Operator Agent engaged by the Third Party Electricity Supplier.

**Good Industry Practice**

52R.2 The Third Party Electricity Supplier shall each act in accordance with Good Industry Practice when carrying out, or procuring the carrying out of, any and all works pursuant to this Clause 52R. Without limitation, the Third Party Electricity Supplier shall notify a Customer before undertaking any Permitted Third Party Metering Works in respect of the Customer's Metering Point.

**De-Energisation and Re-Energisation Works**

52R.3 If the Third Party Electricity Supplier wishes at any time to undertake Permitted Third Party Metering Works in respect of a Third Party Metering Point, then the Third Party Electricity Supplier may (to the extent reasonably required in order to do so, and with no prior notice to the Electricity Supplier) De-energise the Exit Point and/or Entry Point to which the Third Party Metering Point relates in order to do so; provided that the Third Party Electricity Supplier Re-energises that Exit Point and/or Entry Point as soon as reasonably practicable thereafter.

52R.4 If the Third Party Electricity Supplier resolves to De-energise and/or Re-energise an Exit Point and/or Entry Point pursuant to Clause 52R.3, then the Third Party Electricity Supplier shall:

52R.4.1 (subject to Clauses 52R.2 and 52S) decide on the extent and nature of the De-energisation Works and Re-energisation Works, and shall undertake such De-energisation Works and Re-energisation Works at its own cost; and

52R.4.2 comply with the Relevant Instruments and the Distribution Code in relation to the De-energisation Works and Re-energisation Works.

52R.5 For the avoidance of doubt, the Third Party Electricity Supplier shall only be entitled to Re-energise an Exit Point and/or Entry Point that has been De-energised by (or on behalf of) the Third Party Electricity Supplier pursuant to this Agreement.

### **Permitted Third Party Metering Works**

52R.6 The Electricity Supplier consents to the Third Party Electricity Supplier (and its Meter Operator Agent when acting in its capacity as such) undertaking the Permitted Third Party Meter Works.

### **Non-Interference**

52R.7 The Electricity Supplier consents to the Third Party Electricity Supplier (and its Meter Operator Agent when acting in its capacity as such) interfering with the electricity metering equipment for the Metering Point for which the Electricity Supplier is Registered to the extent it is necessary to do so in exercising the Third Party Electricity Supplier's rights or complying with its obligations under this Clause 52R or Clause 52S. The Third Party Electricity Supplier shall not (and shall ensure that its Meter Operator Agent when acting in its capacity as such shall not) otherwise interfere with the electricity metering equipment for the Metering Point for which the Electricity Supplier is Registered (subject to any contrary agreement between the Third Party Electricity Supplier and the Electricity Supplier).

52R.8 Notwithstanding the consent given by the Electricity Supplier under Clause 52R.7, the Third Party Electricity Supplier shall indemnify the Electricity Supplier against all actions, proceedings, costs, demands, claims, expenses, liability, loss or damage arising:

52R.8.1 directly from physical damage to the property of any person caused by the Third Party Electricity Supplier's Meter Operator Agent in exercising the Third Party Electricity Supplier's rights under this Clause 52R (but excluding liability for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill, and subject to a cap of £1 million per incident or series of related incidents); and/or

52R.8.2 directly or indirectly from any claim, by the owner of the electricity metering equipment or the Meter Operator Agent for (in each case) the Metering Point for which the Electricity Supplier is Registered, that the Electricity Supplier is in breach of its contracts with such persons in providing consent under Clause 52R.7 (but only to the extent such contracts

were entered into prior to [DATE]<sup>3</sup>, and subject to a cap of £1 million per contract).

## **52S METER OPERATION CODE OF PRACTICE AGREEMENT**

52S.1 The Third Party Electricity Supplier shall procure that the Meter Operator Agent which carries out any and all works in respect of a Third Party Metering Point pursuant to Clause 52R shall be party to the Meter Operation Code of Practice Agreement, and shall comply with the Meter Operation Code of Practice Agreement in relation to those works.

## **52T PROVISION OF INFORMATION**

### **Danger, Damage or Interference**

52T.1 The Third Party Electricity Supplier shall (and shall ensure that its contractors and agents shall) in a prompt and appropriate manner having regard to the nature of the incident, inform the Electricity Supplier where the Third Party Electricity Supplier has (or in the case of the Third Party Electricity Supplier's contractors and agents, such contractors and agents have) reason to believe that:

52T.1.1 the flow of electricity through the Exit Point to which the Third Party Metering Point relates has been interrupted (and remains interrupted);

52T.1.2 there has been interference with any electricity metering equipment for the Third Party Metering Point that has prevented such metering equipment from correctly registering the quantity of electricity supplied; and/or

52T.1.3 the electricity metering equipment for the Third Party Metering Point otherwise presents a danger,

unless the Third Party Electricity Supplier believes that the Electricity Supplier has caused such circumstance to arise.

52T.2 For the purposes of giving notice under Clause 52T.1, the Third Party Electricity Supplier shall use its reasonable endeavours to establish the identity of the Electricity Supplier to whom notice should be given. Where the Third Party Electricity Supplier

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<sup>3</sup> To be completed on implementation of the CP by inserting the implementation date.

is unable to establish the identity of the person to whom notice should be given, it shall give such notice to the United Kingdom Revenue Protection Association.

## **52U CONFIDENTIALITY RESTRICTIONS FOR SECTION 2F**

### **Confidential Information**

52U.1 In this Clause 52U, "Confidential Information" means:

52U.1.1 any information (whether in writing, in disc or electronic form, or otherwise) which has been properly disclosed to a Supplier Party under this Section 2F but which would usually be considered to be confidential; and

52U.1.2 any information which is marked as confidential or which is provided together with a covering letter or fax indicating its confidential nature,

and, to the extent that any Affiliate or Related Undertaking of the Supplier Party is in possession of Confidential Information, the Supplier Party shall procure that such Affiliate or Related Undertaking observes the restrictions in Clauses 52U.2 to 52U.4 (inclusive) as if in each such Clause there was substituted for the Supplier Party the name of the Affiliate or Related Undertaking.

### **Restrictions on Use and Disclosure**

52U.2 Each Supplier Party undertakes that it will preserve the confidentiality of, and not directly or indirectly reveal, report, publish, disclose or transfer or use for its own purposes, Confidential Information except:

52U.2.1 in the circumstances set out in Clause 52U.3;

52U.2.2 to the extent otherwise required or expressly permitted by this Agreement or any other agreement entered into between the Supplier Parties; or

52U.2.3 with the prior consent in writing of the other Supplier Party.

52U.3 The circumstances set out in this Clause 52U.3 are:

52U.3.1 where the Confidential Information, before it is furnished to the Supplier Party, is in the public domain;

52U.3.2 where the Confidential Information:

- (A) is acquired by the Supplier Party in circumstances in which this Clause 52U does not apply;
- (B) is acquired by the Supplier Party in circumstances in which this Clause 52U does apply, and thereafter ceases to be subject to the restrictions imposed by this Clause 52U; or
- (C) after it is furnished to the Supplier Party, enters the public domain, otherwise (in any such case) than as a result of (i) a breach by the Supplier Party of its obligations in this Clause 52U; or (ii) a breach by the person who disclosed that Confidential Information of that person's confidentiality obligation, and the Supplier Party is aware of such breach;

52U.3.3 if the Supplier Party is required or permitted to make disclosure of the Confidential Information to any person:

- (A) in compliance with any requirement of a Competent Authority;
- (B) in compliance with the provisions of any Relevant Instrument;
- (C) in compliance with any other law or regulation;
- (D) in response to a requirement of any Stock Exchange or the Panel on Takeovers and Mergers or any other regulatory authority (whether or not similar to those bodies); or
- (E) pursuant to the rules of the Electricity Arbitration Association or pursuant to any judicial or arbitral process or tribunal of competent jurisdiction; or

52U.3.4 the disclosure of Confidential Information to any Affiliate or Related Undertaking of the Supplier Party, to the employees, directors, agents, consultants and professional advisers of the Supplier Party or any Affiliate or Related Undertaking of the Supplier Party, in each case on the basis set out in Clause 52U.4.

52U.4 Each Supplier Party shall take all reasonable steps to ensure that any such person as is referred to in Clause 52U.3.4 to whom the Supplier Party discloses Confidential Information does not use that Confidential Information for any purpose other than that for which it is provided and does not disclose that Confidential Information otherwise than in accordance with this Clause 52U.

**Other Matters**

52U.5 Each Supplier Party warrants that it has effected, and undertakes that it will during the term of this Agreement effect and maintain, all such registrations as it is required to effect and maintain under the Data Protection Act to enable it lawfully to perform the obligations imposed on it by this Section 2F. Each Supplier Party undertakes to comply with the Data Protection Act in the performance of this Section 2F.<sup>4</sup>

**Gowling WLG (UK) LLP**

**4 May 2018**

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<sup>4</sup> DCP 316 will remove the equivalent clauses from Sections 2A, 2B, 2C and 2D, and will replace them with clause 60.15 (which applies to all of Section 2, including this new Section 2F). If DCP316 is approved, it will be implemented before this DCP304, in which case this Clause 52U.5 will not be added to the DCUSA.