

DCP295 – Draft Legal Text

Replacing DG Party with CVA Registrant¹

Amend paragraph D of the Introduction as follows:

- (D) The ~~DG Parties~~CVA Registrants are under certain obligations, under other industry agreements, regarding distribution use of system arrangements, and have agreed to accede to this Agreement in order to meet those obligations.

Delete the following definitions from Clause 1:

DG Party	means a Party that:
	(a) holds a Generation Licence; or
	(b) is engaged in the generation of electricity and is exempt from the requirement to hold a Generation Licence pursuant to Section 5 of the Act,
	and: _____
	(c) has one or more of its generating stations connected to the Distribution Network; and
	(d) does not hold a Distribution Licence,
	and, for the avoidance of doubt, a Party may be both a DG Party and a Supplier Party.
Supplier/DG Party	means a Supplier Party or a DG Party (and Supplier/DG Parties shall mean the Supplier Parties and the DG Parties collectively).

¹ The intention is that all reference to "DG Party(ies)" are replaced with "CV Registrant(s)". Where any additional references to "DG Party(ies)" are added by other Change Proposals, those references shall be replaced with "CV Registrant(s)".

Add the following definitions to Clause 1:

<u>BSC Party</u>	<u>means a Party that has acceded to the BSC (and is therefore bound by the terms of the BSC);</u>
<u>CVA Registrant</u>	<u>means a Party that:</u> <u>(a) is a BSC Party;</u> <u>(b) is registered in respect of a CVA Metering System that is connected directly to a Distribution System; and</u> <u>(c) does not hold a Distribution Licence,</u> <u>and, for the avoidance of doubt, a Party may be both a CVA Registrant and a Supplier Party.</u>
<u>CVA Metering System</u>	<u>has the meaning given to that term in the BSC.</u>
<u>Supplier/CVA Registrant</u>	<u>means a Supplier Party or CVA Registrant (and Supplier/CVA Registrant shall mean the Supplier Parties and the CVA Registrants collectively).</u>

Amend the following definitions in Clause 1:

Gas Supplier Party	means a Party that holds a Gas Supply Licence (whether or not that Party is also a Supplier Party and/or a DG-Party <u>CVA Registrant</u>).
Metering Point	means the point, determined according to the principles and guidance given at Schedule 9 of the Master Registration Agreement, at which a supply to (export) or from (import) a Distribution System: (a) is or is intended to be measured; or (b) where metering equipment has been removed, was or was

intended to be measured; or

- (c) in the case of an Unmetered Supply under the Unmetered Supplies Procedure, is deemed to be measured,

where in each case such measurement is for the purposes of ascertaining a Supplier/~~DG Party~~CVA Registrant's liabilities under the Balancing and Settlement Code.

Party Category

means, as the context requires, one of the following categories:

- (a) the DNO Parties collectively;
- (b) the IDNO/OTSO Parties;
- (c) the Supplier Parties collectively;

~~(d) the DG Parties collectively;~~

(d) the CVA Registrants collectively;

- (e) the Gas Supplier Parties collectively,

save that, in determining which Party Categories are eligible to vote on a particular Change Proposal, the IDNO Parties and the OTSO Party may be considered separately, so that the IDNO Parties may be eligible to vote on a Change Proposal and the OTSO Party not (or vice versa).

Registered

means, in respect of a Supplier/ ~~DG Party~~CVA Registrant and:

- (a) a Metering Point, that that Party is registered in respect of that Metering Point under and in accordance with the Master Registration Agreement; and
- (b) a Metering System, that that Party is registered in respect of that Metering System under and in accordance with

the BSC.

Supplier Party means a Party that holds a Supply Licence and that does not hold a Distribution Licence, and, for the avoidance of doubt, a Party may be both a Supplier Party and a ~~DG-Party~~[CVA Registrant](#).

Amend Clause 5.5 as follows:

Panel Composition

5.5 The Panel shall comprise the following persons (each a Panel Member):

- 5.5.1 two persons elected by the DNO Parties;
- 5.5.2 one person elected by the IDNO/OTSO Parties;
- 5.5.3 two persons elected by the Supplier Parties;
- 5.5.4 one person elected by the ~~DG-Parties~~[CVA Registrants](#); and
- 5.5.5 any additional person appointed by the Authority in accordance with Clause 5.8.

Amend Clause 8.9.1 as follows:

- 8.9.1 in the case of each ~~DG-Party~~[CVA Registrant](#) (in its capacity as such), the OTSO Party and each Gas Supplier Party (in its capacity as such), be zero; and

Amend Clause 12.3 as follows:

Groups – DNO Parties

- 12.3 The IDNO/OTSO Parties, the Supplier Parties, the ~~DG-Parties~~[CVA Registrants](#) and the Gas Supplier Parties shall cast their votes on a corporate group basis, so that all of the Parties in each such Party Category that fall within a single Group shall collectively have only one vote. The DNO Parties shall cast their votes individually, so that each such Party has one vote. References in this Clause 12 and in Clause 13 to a “Group” shall, therefore, in the case of DNO Parties only, be taken as references to a “Party”.

Amend Clause 12.11 as follows:

Basic Vote

- 12.11 For the purposes of Clause 12.10, the Basic Vote (V) shall be calculated as follows:

$$V = \frac{N}{TN} \times 100\%$$

where:

N is (subject to Clause 12.12):

in respect of a Group comprised of DNO Parties, the aggregate number of Metering Points which each such DNO Party has on its MPAS Registration System;

in respect of a Group comprised of Supplier Parties, the aggregate number of Metering Points against which those Suppliers are registered across all of the MPAS Registration Systems; and

in respect of a Group comprised of ~~DG-Parties~~[CVA Registrants](#), the sum of the Maximum Export Capacities [or Maximum Import Capacities \(whichever is the greater on a site-by-site basis\)](#) of all of the Entry Points relating to Metering Systems for which those ~~DG-Parties~~[CVA Registrants](#) are Registered; and

TN is, in respect of any Group, the sum of the values of N for all the Groups within the same Party Category as that Group which cast a vote.

Amend the Scope of Section 2A as follows:

SCOPE OF SECTION 2A

This Section 2A and the Schedules referred to in it set out the terms and conditions under which a DNO Party or an IDNO Party shall provide Use of Distribution System to a Supplier Party or a ~~DG-Party~~[CVA Registrant](#).²

Amend Clause 15.2.1 as follows:

15.2.1 a reference to each Party that is either, or both of, a Supplier Party or a ~~DG-Party~~[CVA Registrant](#) separately and individually and, where an obligation is imposed on, or a right is granted to, a User, that obligation is imposed on, and that right is granted to, each such Party separately and independently; and

Amend Clause 15.3.1 as follows:

15.3.1 only create rights and obligations between DNO/IDNO Parties (on the one hand) and Supplier Parties/ ~~DG-Parties~~[CVA Registrants](#) (on the other), and shall not create rights or obligations between DNO/IDNO Parties and other DNO/IDNO Parties or between Supplier/ ~~DG-Parties~~[CVA Registrants](#) and other Supplier/ ~~DG-Parties~~[CVA Registrants](#);

Amend Clause 16.1.3 as follows:

² This is not intended to overwrite DCP304.

- 16.1.3 ~~where the User is a DG Party, that the User holds a Generation Licence or is exempt from the requirement to hold such a licence pursuant to Section 5 of the Act~~where the User is a CVA Registrant, that the User is a BSC Party and is Registered in respect of one or more CVA Metering Systems that are connected directly to a Distribution System;

Amend Clause 16.1.5 as follows:

- 16.1.5 that both the User and the Company are party to the Connection and Use of System Code and any necessary supplemental agreement pursuant to it (to the extent that the User or the Company is required to do so by its Licence, and/or the Company is required by the CUSC not to provide Use of Distribution System unless the User does so);

Amend Clause 36.3.1 as follows:

- 36.3.1 only create rights and obligations between DNO Parties/IDNO Parties and other DNO Parties/IDNO Parties, and shall not apply to Supplier/~~DG Parties~~CVA Registrants;

Amend Clause 52A3.2 as follows:

- 52A.3.2 not apply to the OTSO Party or to Supplier/~~DG Parties~~CVA Registrants;

Amend the opening paragraph of Clause 54.2 as follows:

Suspension of Rights

- 54.2 For so long as an Event of Default is continuing, where a Supplier/~~DG Party~~CVA Registrant is a User under Section 2A, or where a DNO/IDNO/OTSO Party is a User under Section 2B, and, in either case, that Party is a Breaching Party pursuant to:

....

Amend Schedule 2B, Section 3, Clause 4.1 as follows:

4.1 The Customer's right to be (and remain) Energised is subject to the Company's right to De-energise the Connection Point in accordance with Clause 5, and is conditional upon:

4.1.1 the Customer having the ability to perform and comply with all of its obligations under this Agreement;

4.1.2 ~~the Customer or an Electricity Supplier~~ a Registrant being registered, in accordance with the BSC, as responsible for the Metering System;

~~4.1.3~~ the Customer ensuring that the Registrant for the Metering System from time to time is a party to the DCUSA and entitled to use of system rights under the DCUSA in respect of the Metering System;

~~4.1.3~~4.1.4 BSC settlement Metering being installed, and a Meter Operator Agent being appointed, in accordance with the requirements of the BSC, in respect of either or both (A) the Connection Point; and/or (B) each and every point at which electricity may flow from or to the Customer's Installation;

4.1.~~5~~4 where there is any Generating Equipment at the Premises, the Customer (or, if the Customer is not the owner or operator of the Generating Equipment, the owner or operator of the Generating Equipment):

(A) not being within any category of person that is required in accordance with the provisions of the CUSC to be a party to the CUSC (or to be a party to any supplementary agreement under the CUSC); or

(B) (to the extent that it is within any such category) being a party to the CUSC (and/or to the relevant supplementary agreement under the CUSC); and

~~4.1.6~~5 where there is any Generating Equipment at the Premises, the Customer (or, if the Customer is not the owner or operator of the Generating Equipment, the owner or operator of the Generating Equipment) holding a licence to

generate electricity under section 6 of the Act, or being exempted from the requirement to hold such a licence under section 5 of the Act.

Amend Schedule 2B, Section 3, Clause 4.3 as follows:

4.3 This Agreement shall not give the Customer any right to:

4.3.1 receive a supply of electricity to the Premises;

4.3.2 sell electricity exported from the Premises; and/or

4.3.3 use the Distribution System for the purposes of providing a supply of electricity (or to otherwise have electricity transported through the Distribution System),

and the Company therefore makes no warranty to the Customer in relation thereto. In respect of each Metering System, the Registrant for the Metering System will (by virtue of being Registrant) have contracted for the matters outlined in Clauses 4.3.1 and 4.3.2 pursuant to the BSC, and must contract with the Company for the matters outlined in Clause 4.3.3 under and in accordance with the DCUSA. Where the Customer is the Registrant, it must contract ~~for the matters outlined in Clauses 4.3.1 and 4.3.2 pursuant to the BSC, and must contract~~ separately with the Company for the matters outlined in Clause 4.3.3 under and in accordance with the DCUSA.

Amend paragraph C of the introduction to Schedule 9 as follows:

(C) The ~~DG Parties~~CVA Registrants are under certain obligations, under other industry agreements, regarding distribution use of system arrangements, and have agreed to accede to the DCUSA in order to meet those obligations.

Amend the final row of the table in Schedule 11 as follows:

Current aggregate of Maximum	
------------------------------	--

Export/ Import * Capacities (DG Parties <u>CVA Registrants</u> only) <u>*whichever is greater on a site-by-site basis</u>	
---	--

Amend Paragraph 3.2 of Schedule 19 as follows:

- 3.2 The EDNO shall provide a report to the DNO Party, on or before the 15th day of each month, based on the amounts invoiced to Supplier/~~DG Parties~~CVA Registrants by the EDNO pursuant to Clause 21 in respect of its Connectees, including all relevant data not previously reported to the DNO Party (and any adjustments to data previously reported).

Amend Paragraph 3.2 of Schedule 21 as follows:

- 3.2 The Secondary NDNO shall provide a report, in the same data format as that referred to in paragraph 3.3 of Schedule 19, to each Primary NDNO, on or before the 15th day of each month, based on the amounts invoiced to Supplier/~~DG Parties~~CVA Registrants by the Secondary NDNO pursuant to Clause 21 in respect of its Connectees on the Secondary NDNO's Distribution System that are connected (either directly or indirectly via another NDNO's Distribution System) to the Primary NDNO's Distribution System, including all relevant data not previously reported to the Primary NDNO (and any adjustments to data previously reported).

Gowling WLG (UK) LLP

9 March 2018