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| Section 42.14 etc - the point we were making is that the term User is used to identify a number of parties, indeed section 42.14 refers to two different Users e.g.42.14 - The User shall have deemed to have requested the Company acts as the UMSO- in this case the User is quite clearly the Customer, then Where a Customer provides inventory data regarding unmetered equipment connected to a **User’s System** within that DNO Party’s Distribution Services Area within the unmetered inventory they provide to the Company, the **User** shall be deemed to have requested that the Company acts as the UMSO in respect of that inventory data and the Company shall act as the UMSO in respect of that inventory data. In this case the User is the IDNO - Given that User is a defined term in DCUSA Section 15.2.1 and neither is a Customer or an IDNO then the reference is in my view incorrect and has to be rectified. | | |
| 42.14 - we seem to have two views here. In my opinion and that of the current draft, the use of User in his clause is referring to a distributor.  On the second Walter is correct, the User is referring to an IDNO but he is referring to an incorrect reference in quoting 15.2.1. That reference is for section 2A whereas the clause in question is in section 2b and as such should therefore refer to clause 36.2 where a User is a distributor be it a DNO or and IDNO. No further action  Walter states that the first is referring to a customer. WG members please let me have your views. | | |
| PW | DCUSA section 2 creates a number of relationships. In each case there is a provider of services that is usually the DNO and which is referred to as “the Company” and there is a taker of services. In section 2A the taker of services is a supplier and in section 2B it is an EDNO, but in each case the taker of services is referred to as “the User”. The User is therefore different in each section. The key here is that the User is a party to DCUSA and is contractually bound to “the Company” by it. In section 2B, all references to the User are to the EDNO. See DCUSA Clause 36.2 for clarification. The customer is not a party to DCUSA and therefore is not referred to as the User in section 2B at all.  As the author of the original proposal I can confirm that the reference to the User is intended to be to the EDNO. The intent is that the EDNO (the User) is deemed to have requested the provision of the UMSO service, on its behalf, by the DNO (the Company) for those items that are combined into the inventory. | The majority view (4-2) agreed that the reference of user is a reference to the EDNO  **No change to the legal text regarding the User**  **With regard to the additional text and reference to “Customer and billing” the lawyers will be asked to consider whether this is an appropriate place or whether it is already covered off within the legal text i.e. the amendments made to clause 15.2.2., 15.3.3 and 19.5.1** |
| NF | The User equates to the EDNO in the test as drafted which was the intention, no changes required |
| AR | I agree that the ‘User’ is consistently referring to the EDNO. However, Walter’s questioning of the clause possibly shows that the Clause isn’t as clear as it could be. Would it help if the clause had an additional reference to the customer (see red text below)?  This Clause 42.14 shall only apply where the Company is a DNO Party acting within that DNO Party’s Distribution Services Area. Where a Customer provides inventory data regarding unmetered equipment connected to a User’s System within that DNO Party’s Distribution Services Area within the unmetered inventory they provide to the Company**, the Customer** and the User shall be deemed to have requested that the Company acts as the UMSO in respect of that inventory data and the Company shall act as the UMSO in respect of that inventory data **and shall invoice the associated UMS Charges to the relevant Supplier(s).** |
| AS | The User refers to the EDNO in this context. |
| ND | We would echo comments previously raised by the working group members, regarding use of the term ‘User’. We feel this is ambiguous in the legal text as drafted, in that it appears to be used interchangeably to mean Customer, Supplier or IDNO/out of area DNO. We believe this legal text could be made more specific. |
| Payment period of 14 days would seem to be a bit tight given that the this is likely to be a manual process which may require purchase orders, etc to facilitate payment of the IDNO invoice. I would suggest 30 days. | | |
| Payment terms. - Walter is of the opinion that due to a manual process he believes that 30 days is more appropriate. WG members to state which they prefer for the legal text 14 or 30 | | |
| PW | No preference. | The majority view (3-2 with one offering no preference) is to amend the timescale from 14 to 30 days.  **The legal text (46A.2 will be amended to 30 days** |
| NF | 30 Days is ok with me |
| AR | 14 days is the established payment period in DCUSA so, although I accept that it could present administrative challenges to DNOs, would suggest leaving this as originally proposed. |
| AS | 14 days would be manageable. |
| ND | Regarding the payment term our preference would be the 30 day timescale. |
| We note the comment re no reference to DUoS billing or associated processes, obligations and liabilities – we believe they has to be fully addressed going forward in order to have a complete solution.  What specific references to DUoS billing or associated processes, obligations and liabilities are missing and what should they be in legal text form. Can we refer to other clauses in this section?  I am not in a position to comment on this and I think the people who work in that area are better qualified than me to so. I would further add that this point was raised within the draft legal text and I am surprised that others have not commented on it especially given that billing is the main point of the CP. | | |
| Billing processes - there are two.  One covered in section 2A whereby the distributor bills the supplier and we have put in place within clause 15.2 a reference to charges and billing covered under 19, 20 and 21. Clause 23 payment follow up then refers to the billing clauses. Do WG members believe there is anything further to add in this section? | | |
| PW | No. | The majority view (3-1) is for no change. The comment relating to 42.14 is being sent to the lawyers for review  **No change to legal text** |
| NF | No |
| AR | See response to 42.14 above although the suggested change is to a section 2B text that refers to a section 2 obligation |
| AS | Don’t believe so. |
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| The second is inter distributor billing. Section 2B. In this section we have:  a right to bill  payment terms and  Withholding payments should a supplier have a dispute.  Do WG members need any additional clauses here? | | |
| UKPN | No. | The majority view (4-1) agreed that there are no additional clauses required  **No change to the legal txt** |
| BU-UK | No |
| AR | No |
| AS | Don’t believe additional clauses are required |
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| New Clause 2.4 – New Clause 2.4 - where are the additional obligations between the customer and DNO laid out and I agree let the lawyers pick up any concerns | | |
| New clause 2.4 - I apologise if I am miss understanding the issue but the rest of the amendments refer to what is changing to the NTC as a result of this change proposal. WG members, is there anything else that needs to be referred to | | |
| PW | This is fine. It is intended as a flag to the reader to aid comprehension. It is not intended to include a table of cross references. | The majority view (3-2) to leave the clause as is.  **No change to the legal text**. |
| NF | No |
| AR | This might best be either entirely deleted or expanded to explain where the additional obligations are and/or what they relate to, but the lawyers will hopefully give us clear advice. |
| AS | Not aware of anything else that needs to be referred to. |
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| Section 7.10 – Disagree with your view here, as a DNO I would expect the old Customer to remove ‘elected’ inventory and presume new owner ‘elected’ inventory to be agreed and verified by the IDNO before being removed/included in the respective combined inventories passed over to the DNO. | | |
| 7.10 - we have differing views. WG members is the legal text correct or does it need amending to align with Walters view | | |
| PW | I think 7.10 creates a problem as altered where the new owner has not made an election as the DNO would not be informed by the new owner. I’m inclined to not make the proposed amendment. The EDNO remains responsible for the data accuracy for items connected to its networks.  I don’t see a need for 7.10a | The unanimous view is to leave 7.10 unaltered 5-0.  The vote for the inclusion of an additional clause 7.10a was defeated 3-2.  If the additional clause was included I would agree with Angus that ‘that EDO’ would need to be replaced with ‘the Company’ since the agreement in this instance would be with the EDNO acting in the role of the Company and the Customer who has undertaken an election.  **The legal text has been updated to remove the amended text to clause 7.10**. |
| NF | I think Walter makes a good point here that probably does need to be addressed (albeit I doubt this scenario will often arise).  Perhaps this could be achieved by leaving clause 7.10 unchanged and adding a new clause  7.10a    Where the Customer has made an Election and, Items on the Customer’s Detailed Inventory in respect of the Customer’s Installation to that EDNO’s Distribution System are subject to a change of ownership then such Items will remain on the Customer’s Detailed Inventory until the DNO has been notified by that EDNO that such Items have been added to the new owner’s detailed inventory. |
| AR | I would be happy to go with the suggestion to add a 7.10a, provided that the references to ‘that EDNO’ were replaced with ‘the Company’. |
| KA on behalf of WH | 7.10        Accepting the relevant ‘election’ has been made, my understanding is that the DNO will simply process the inventory on behalf of the EDNO.  The DNO may need to clarify content relating to that processing (valid charge codes etc.) but that is all.  Assuming technically ok – the DNO will process whatever is there.  Separately the EDNO will have to do the necessary validating as to content, movement etc., and liaise with the Customer regarding any issues.  If a customer inventory increases or drops or disappears altogether, the DNO will have no awareness as to why and no involvement in any follow up investigation.  I do not think it is at all feasible that the DNO would hold up processing *any* inventory awaiting clearance from the EDNO that an item can be removed, bearing in mind these could be major Local Authority inventories of many thousands of units.  - SPEN therefore believe the wording of clause 7.10 should have stayed the same as it was originally (i.e. before DCP282 changes) and SPEN do not agree with the new wording in 7.10a for the reasons given above – the EDNO will need to carry out that validation separately and directly, and recognise that timing issues might arise within that process, which will always be the case under this proposal, where one party processes and a separate party validates. |
| AS | the legal text prior to amendment does seem to work, so could leave 7.10 unchanged and not need 7.10a. |
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| Section 7.11 – We have a concern that this Clause seems to suggest that Connection Rights are transferring here, can this position be clarified before the text is issued for general consultation. In addition we do not believe that a DNO should have free and unrestricted access to any information or data on an IDNO network connection that this revised clause appears to suggest. Our preference would be for this clause to remain in its original format as the Customer grants ‘the Company’, which in this case is the IDNO the rights in the original clause. The purpose of this change is to have a seamless process that allows an IDNO UMS customer to elect to have their inventory included on the ‘host DNO’ UMS inventory, not to pass over connection rights | | |
| Walter is happy to defer to the lawyers so we should make sure that this is passed through to them. I don't believe there is any intention to pass on connection rights just to cover off data through the connection point. Prior to this if WG members have a view I would be happy to receive them. | | |
| PW | The Clause is about data and the granting of permission to use it. It does not affect connection rights. Happy for lawyers to confirm. | 4-1 in favour of the changes made.  **No change to the legal text but the lawyers will be asked to check that the changes are in line with our requirements and do not create any other rights over and above those of access to data**. |
| NF | There was no intention to pass any other rights other than the right to access data.  I’m happy for the lawyers to the asked to check for unintended consequences of the drafting. |
| AR | I read this as only applying information and data, with no effect or implication on connection rights |
| KA on behalf of WH | SPEN believe that 7.11 is there to give the DNO or EDNO rights of direct access to the Customer data relating to the inventory they are currently submitting to the relevant Company e.g. we can all obligate the customer to evidence their data systems and the data itself with respect to the relevant Network.  SPEN felt that the DNO should have no right of access to the data held on behalf of an EDNO (and vice versa), and that each party would need to enact that right separately.  - SPEN therefore again believe that the wording of clause 7.11 should have stayed the same as it was originally (i.e. before DCP282 changes), and does not require the amendment proposed. |
| AS | Happy for the lawyers to check this. |