

Add definition of UMISO referencing BSC

Add new Clause 42.14 as follows;

Unmetered Supplies Office

42.14 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 data regarding unmetered equipment connected to a User's System within the unmetered inventory they provide to the Company, the User shall be deemed to have requested that the Company provides the UMISO service in respect of that data and the Company shall provide the UMISO service in respect of that data.

42.14.1 The Company and each User agree that Customer data regarding unmetered equipment connected to their Systems, in respect of Customers who have unmetered connections to Users' Systems, may be shared with each other and with other Users that the Customer has unmetered connections to.

42.14.2 The User shall ensure that where a Customer elects to include its unmetered data within the inventory submitted to the Company the Connection Agreement entered into in respect of Unmetered Supplies shall oblige that Customer;

- a. to submit inventory data to the Company as a combined inventory that includes all relevant individual items, and
- b. identifies within that inventory the distributor to which each relevant individual item is connected by the use of the relevant Market Domain I.D.s, which the User shall communicate to the Customer, and
- c. shall permit the sharing of that data with any User identified within the inventory.

42.14.3 The User hereby indemnifies the Company against all acts or omissions by the Company in providing the UMISO service on its behalf.

Amend Schedule 2B, Section 4 as follows;

Add new definitions;

Distribution Services Area	means the area specified in a DNO's Electricity Distribution Licence
DNO	means a party that holds an Electricity Distribution Licence in which Section B of the standard distribution licence conditions

	has effect, that is acting within that party's Distribution Services Area.
Inset Company	means a Company that is not a DNO.

Add new Clause 2.4

2.4 where the Premises are connected to an Inset Company, this agreement creates additional obligations between the Customer and the DNO

Amend 4.1.5

4.1.5 either;

i) the Company or,

ii) where the Company is an Inset Company and the Customer notifies it (such notification being an "Election") that it wishes to combine data in respect of the Items comprising the Customer's Installation with data in respect of other items comprising the customer's installation to the DNO, the DNO,

having issued an Unmetered Supplies Certificate to the Customer in respect of the Items comprising the Customer's Installation (and that certificate coming into, and continuing in, full force and effect

Amend Clause 7 as follows;

7. INFORMATION

7.1 The Customer shall (except to the extent that the Company otherwise agrees) provide,

i) to the Company and;

ii) where the Customer has made an Election, to each other Inset Company to which it has Connection Points and has made a similar Election and also to the DNO,

the minimum information required by the Unmetered Supplies Procedure and (without duplication) the following information (together constituting the Detailed Inventory), which information shall be set out separately for each Item:

7.1.1 Location (subject to Clause 7.2):

- (A) the grid reference for the Item, to seven digits easting and seven digits northing (0.1m resolution), using the current edition from time to time of Ordnance Survey scale 1:500;
- (B) the address for the Item (to include road/street name, parish or village name and post code) or adjacent address for the Item (such as x metres north/south/east/west from firm map detail outside or opposite a house number); and
- (C) (where applicable) the number displayed on the Item.

7.1.2 *Detail*: information sufficient to allow the calculation of the annual electricity consumption, and the pattern of electricity consumption for the Item (preferably by reference to the applicable Agreed Codes), to include:

- (A) the type, description and wattage of the Item;
- (B) (if applicable) the type of control gear installed (e.g. low loss, optimal electronic or high frequency as used in street lighting); and
- (C) where the equipment is not operating continuously, the type of switch control (e.g. PECU, timeswitch, etc.) and the associated settings of the controller (e.g. dusk to dawn, 70/35 lux); and

7.1.3 *Remote Connection Point*: whether the Connection Point is remote from the Item or groups of Items connected to the Connection Point, and if so the Connection Point location.

7.1.14 *Company Name*: The name of the Company to which the Connection Point connected.

7.2 Where the Customer is only able to provide a Non-Geographic Inventory of the Customer's Installation, the Customer shall not (unless the Company otherwise agrees) be entitled to receive Unmetered Supplies at the Customer's Installation unless the Customer's Installation was receiving Unmetered Supplies on 1 April 1998 via the Distribution System.

7.2 The Customer shall, on such dates and at such frequency as is reasonably specified and varied from time to time by the Company ~~provide to the Company~~ and where the Customer has made an Election, to each other Inset Company to which it has Connection Points and has made a similar Election and also to the DNO:

7.2.1 ~~provide to the Company~~ the Detailed Inventory for Profile Traded Items including additions, deletions or amendments to the Detailed Inventory (and, in the absence of any contrary specification by the Company, the Customer shall do so once per calendar year, due by the anniversary date of this Agreement); and/or

7.2.2 ~~provide to the Company~~ the Detailed Inventory for Half-Hourly Traded Items including additions, deletions or amendments to the Inventory (and, in the absence of any contrary specification by the Company, the Customer shall do so once per calendar month, due by the earliest day date closest to the day date of this Agreement),

and the Company shall give the Customer notice as soon as possible after receipt of any notice given under Clause 7.3 if it will give rise to a Modification.

7.3 Where the Company agrees to any addition, deletion or amendment of the Detailed Inventory (whether pursuant to Clause 7.3 or otherwise), the Summary Inventory shall be deemed to be amended accordingly from the date the Customer notifies the Company ~~and where the Customer has made an Election, to each other Inset Company to which it has Connection Points and has made a similar Election and also to the DNO~~ of such addition, deletion or amendment.

7.4 In respect of Unmetered Supplies that are to be subject to Half-Hourly Trading, the Company ~~and where the Customer has made an Election, the DNO~~ shall provide the Meter Administrator with a copy of the Summary Inventory within 20 Working Days of the commencement of this Agreement (or such later date of receipt of a copy of the Detailed Inventory from the Customer). The Company ~~or where the Customer has made an Election, the DNO~~ shall notify the Meter Administrator of any revision to the Summary Inventory as soon as reasonably practicable following any amendment to the Summary Inventory.

- 7.5 In respect of Unmetered Supplies that are to be subject to Profiled Trading:
- 7.5.1 if the Customer requests a copy of the revised Summary Inventory, the Company **or where the Customer has made an Election, the DNO** will provide a copy of it to the Customer within 10 Working Days (and the Customer shall pay any reasonable charge levied by the Company **or where the Customer has made an Election, the DNO** in respect of such provision); and
- 7.5.2 the Company **and where the Customer has made an Election, the DNO** shall comply with the Unmetered Supplies Procedure regarding any change to the Estimated Annual Consumption relating to the Connection Point.
- 7.6 All information provided by the Customer under this Clause 7 shall be in such form (including computer readable form) as the Company **or where the Customer has made an Election, the DNO** may reasonably specify from time to time after consultation with the Customer. Where the information is not provided in accordance with the Agreed Codes and in the file format set out in the Unmetered Supplies Procedure, the Company **or where the Customer has made an Election, the DNO** will convert the information received as soon as reasonably practicable so that the information can be used in settlement pursuant to the BSC (and the Customer shall pay upon demand the Company's costs of so converting the information).
- 7.7 The Parties shall comply with the provisions for audit as set out in this Clause 7.8:
- 7.7.1 The Company shall be entitled at all times on giving no less than 10 Working Days' notice to carry out an audit of the Customer's Installation against the Detailed Inventory, provided that the Company may not carry out more than one such audit in any six-month period unless the previous audit has disclosed any material discrepancy that arises from the Customer's breach of this Agreement, breach of statutory duty and/or tortious (including negligent) act or omission.

7.7.2 If the audit reveals material irregularities or discrepancies in the Detailed Inventory, the Company shall be entitled to recover from the Customer the reasonable cost incurred by the Company in carrying out the initial audit, and the Customer shall also bear the cost of all additional audits required to confirm the accuracy of the new Detailed Inventory.

7.7.3 The Customer shall give the Company access to any Plant and/or Apparatus as it requires to carry out any audit in accordance with this Clause 7.8, and shall provide access to any information requested in respect of such audit.

7.8 In addition to the rights and remedies which the Company has under any other provision of this Agreement, where an audit pursuant to Clause 7.8 reveals irregularities or discrepancies in the Detailed Inventory, then, in respect of the Connection Points in question:

7.8.1 the Customer shall submit a revised Detailed Inventory to the Company **and where the Customer has made an Election, and also to the DNO** to reflect such adjustments; and

7.8.2 (if applicable) the Company **or where the Customer has made an Election, the DNO** shall make such adjustment to the Estimated Annual Consumption; or

7.8.3 (if applicable) the Company **or where the Customer has made an Election, the DNO** shall require the Meter Administrator to make such adjustments to the consumption figures produced by the Equivalent Meter,

as (in each case) may be required in order to ensure the accuracy (within the margins of accuracy set out in the BSC) of the settlement data on which the related supply and distribution use of system charges are calculated in respect of the Unmetered Supplies.

7.9 Where Items on the Detailed Inventory are subject to a change of ownership then such Items will remain on the Customer's Detailed Inventory until the Company **and where the Customer has made an Election, the DNO has** been notified by the new owner that such Items have been added to the new owner's detailed inventory.

- 7.10 The Customer grants, or shall procure the grant (to the extent the Customer is able to do so), to the Company **and where the Customer has made an Election, to each other Inset Company to which it has Connection Points and has made a similar Election and also to the DNO** free and unrestricted access to and use of any information or data concerning electricity taken through any Connection Point available under this Agreement, the Unmetered Supplies Procedures or the BSC for use in the Company's business **and where the Customer has made an Election, to each other Inset Company to which it has Connection Points and has made a similar Election and also to the DNO** whether that information or data is held by the Customer or another person on its behalf. Where the Meter Administrator is not the Company, the Customer shall procure that the Meter Administrator shall comply with the provisions of this Clause 7.11 as if it were the Customer.
- 7.11 Where any additions or amendments to the Detailed Inventory or to the Summary Inventory are made pursuant to this Clause 7, or where a Modification to the Customer's Installation is made pursuant to Clause 15, the Customer shall ensure that any charges which the Company requires to be paid in accordance with the statements of charges made by the Company from time to time under the Company's Electricity Distribution Licence are paid for any such addition, amendment or Modification (including those relevant to the addition of a new Connection Point), and that any works which the Company requires to be effected are carried out such that they are fit for purpose.
- 7.12 If at any time any Item shall be re-rated such that the characteristics of its consumption of electricity are different than they were before such re-rating, the Company **and where the Customer has made an Election, the DNO** may either (as applicable):
- 7.12.1 adjust the Estimated Annual Consumption by the amount necessary to reflect such re-rating; or
 - 7.12.2 require the Meter Administrator to recalculate (and re-submit under the BSC) the amount of electricity consumed by the Item to take into account such re-rating,

(in each case) from (subject to the limitations on adjustments to electricity settlement data under the BSC) the date on which the Item first was registered in the Detailed Inventory (or any later date that the Company may reasonably specify).

Add new 16.10

16.10 Where the Company is an Inset Company, the Customer agrees that the DNO shall have no liability for any act or omission by it relating to the data provided to it under Clause 7