



DCUSA and SPAA CONSULTATION

DCUSA CP 225 and SPAA CP 15/292 Theft Risk Assessment Service – Party Obligations

Executive Summary: In January 2013 the Authority directed Gas Suppliers to implement a central Theft Risk Assessment Service (TRAS) to assess the risk of gas theft at consumer premises to help target theft investigations. In July 2014 the Authority extended the TRAS requirements to electricity and placed the same Licence Condition on Electricity Suppliers. Both Electricity and Gas Suppliers therefore need to have a fully operational TRAS in place by 26 February 2016.

DCUSA Change Proposal (DCP) 225 and SPAA CP/292 seek to include provisions for the TRAS in the DCUSA and SPAA respectively. These CPs are being progressed in parallel with the procurement of the TRAS Provider who will be responsible for delivering the TRAS.

A dual fuel TRAS Working Group has been established to procure the TRAS Provider and oversee the implementation of the TRAS. The dual fuel TRAS Working Group includes representatives from SPAA and DCUSA Parties; therefore both the DCUSA Panel and the SPAA EC agreed that this TRAS Working Group should be responsible for assessing the CPs.

This joint DCUSA and SPAA consultation has been produced by the TRAS Working Group, following identification of the preferred TRAS Provider, and provides details of the TRAS together with associated Supplier obligations which will be incorporated within the DCUSA and SPAA.

1 PURPOSE

- 1.1 The Distribution Connection and Use of System Agreement (DCUSA) is a multi-party contract between electricity Distributors and electricity Suppliers and large Generators. The Supply Point Administration Agreement (SPAA) is a multi-party contract between Gas Transporters and gas Suppliers and large Generators. Parties to the Codes can raise Change Proposals (CPs) to amend the Agreements with the consent of other Parties and (where applicable) the Authority.
- 1.2 This document is a consultation issued to Suppliers, Distribution Network Operators (DNOs), Independent DNOs (IDNOs), Gas Transporters, Citizens Advice, ELEXON, any other interested Parties and the Authority, seeking industry views on DCP 225 and SPAA CP 15/292. Respondents are invited to consider the questions set out in section 8 below and submit comments using the form provided as Attachment 1 to spaa@electralink.co.uk by **close of business 09/03/2015**.

2 BACKGROUND OF THE THEFT RISK ASSESSMENT SERVICE (TRAS)

- 2.1 In January 2013 the Authority directed Gas Suppliers to implement a central TRAS to assess the risk of gas theft at consumer premises to help target theft investigations. In July 2014 the Authority extended the TRAS requirements to electricity and placed the same Licence Condition on Electricity Suppliers. Both Electricity and Gas Suppliers therefore need to have a fully operational TRAS in place by 26 February 2016.
- 2.2 The specific wording added to the Supply Licences was included in Licence Condition 12.A.7 – 12.A.10 which states that licensee's must:

be a party to, comply with, and maintain such arrangement to give effect to the Objective, as the Authority may direct (the "Theft Arrangement").

The licensee:

(a) must take such steps as are necessary and within its reasonable control; and

(b) must not take any unreasonable steps to prevent or delay, to ensure that the Theft Arrangement is implemented by such a date as the Authority may direct.

The licensee must take all reasonable steps to secure and implement changes

required by the Theft Arrangement and its systems, procedures and processes which are necessary to give full, timely and practical effect to the Theft Arrangement.

The licensee must take all reasonable steps to cooperate with other license holders where necessary, to facilitate the achievement of the Theft Arrangement.

- 2.3 The TRAS requires a governance structure to allow it to be amended, and for compliance to be assured. The DCUSA and SPAA have been identified as appropriate homes for the electricity and gas obligations respectively. These CPs will therefore facilitate the introduction of the TRAS and allow parties to meet their Licence obligations.
- 2.4 A dual fuel TRAS Working Group has been established to procure a TRAS Provider and oversee the implementation of the TRAS. The TRAS procurement plan anticipates that the contract with the appointed TRAS Provider will be signed in May 2015.
- 2.5 DCP 225 and SPAA CP15/292 have been raised by British Gas to incorporate the TRAS requirements into the DCUSA and SPAA. The DCUSA CP introduces a new DCUSA Schedule which will include details of the service to be provided by the TRAS Provider; and the rights and obligations of DCUSA Parties in relation to the TRAS. Within SPAA, a skeleton Schedule 34 Theft Risk Assessment arrangements has already been created and implemented under SPAA CP12/226, therefore the intention of the SPAA CP is to populate this Schedule with details of the agreed TRAS solution.
- 2.6 At their January 2015 meetings, the DCUSA Panel and SPAA EC both noted that the timescales for progressing the TRAS CPs are tight as the CPs must be implemented by 18 May 2015 prior to the TRAS Contract being signed by DCUSA Ltd and SPAA Ltd. Failure to meet this implementation date will lead to a delay in signing the TRAS Contract, which may impact the ability of the TRAS Provider to implement the TRAS by February 2016 as set out in the Ofgem Direction. However, the full content of the CPs will not be known until the TRAS preferred bidder is identified at the end of February 2015. The DCUSA Panel and SPAA EC therefore agreed that the TRAS CPs should be progressed as urgent changes.

3 WORKING GROUP ASSESSMENT OF TRAS CPs

3.1 The DCUSA Panel and SPAA EC acknowledged that a dual fuel TRAS Working Group has already been established to oversee the implementation of the TRAS. Therefore it would be more efficient to use this dual fuel TRAS Working Group to assess the DCUSA and SPAA CPs, rather than creating new working groups under each Code. DCUSA and SPAA Parties were provided with information regarding the TRAS CPs and the relevant TRAS Working Group meetings were held in open session so DCUSA and SPAA Parties not represented on the dual fuel TRAS Working Group could attend.

3.2 At its first meeting on 4 February 2015 the Working Group agreed the high level TRAS principles that needed to be reflected within the DCUSA and SPAA. The group noted that the TRAS CPs could be separated into 3 distinct parts:

- TRAS Provider Responsibilities;
- TRAS Recipient (Supplier) Responsibilities; and
- Other Provisions e.g. funding, data protection.

3.3 The group considered each of these in turn.

TRAS Provider Responsibilities

3.4 The group agreed that the Codes should include high level details of the TRAS Provider responsibilities. These should be included in sufficient detail to allow DCUSA and SPAA Parties to be able to confirm for themselves that they are meeting their Licence obligations. The actual legal drafting will reflect the service set out within Schedule 23 'Service Provider Responsibilities' of the TRAS Contract. However, the group agreed that this should include requirements to:

- Identify, collect, scrutinise and evaluate Supplier Data¹ provided by Suppliers;
- Assess geographic, behavioural and other such trends;
- Create, maintain and operate a Stolen Meter Register and Security Device Register;
- Monitor the risk of theft when consumers change Supplier such that consumers should not be able to frustrate the investigation of potential theft of electricity by their current Supplier by changing to another Supplier;

¹ Supplier Data will be defined within the Codes and refers to the data items that Suppliers must submit to the TRAS Provider.

- Produce a Theft Risk Assessment Methodology (TRAM) to be delivered to, and approved by, the SPAA EC and DCUSA Panel;
- Review the TRAM quarterly for the first year, and annually thereafter, and work with industry to identify changes to the data to be provided by Suppliers;
- Establish the Theft Target and the Theft Target Methodology within 12 months of the TRAS Effective Date;
- Receive Supplier data and results of Theft Investigations from Suppliers in the agreed formats;
- Produce and distribute Lead Generation Reports to each TRAS Recipient on the [24th] Working Data each month;
- Establish a helpdesk to support Suppliers in the submission of data and understanding of the Lead Generation Reports and respond to ad hoc requests from Suppliers for further details regarding a potential TRAS Lead;
- Provide a 24/7 tip off line. Separate processes will be followed for Category A and B Tip Offs where Category A and B Tip Offs are defined as:
 - a Category A event - Serious Safety Concern;
 - a Category B event - no Serious Safety Concern;
- Maintain emergency contact details for referring Category A Tip Offs;
- Provide the hosting of the TRAS Provider solution on a site that satisfies the Tier III Data Centre standards;
- Provide monthly management reports to the DCUSA Panel/SPAA EC including, but not limited to, performance against service levels; rationale for any failure to meet service levels etc; and
- Provide 'Additional Services' where required. These must be approved by the DCUSA Panel/SPAA EC noting that TRAS data must not be used for any services outside of the TRAS.

Distributors and Gas Transporters

- 3.5 The group noted that the TRAS provisions are being implemented by Suppliers and the costs associated with the service are being recovered from Suppliers. However Paragraph 7 (c) and (d) of the Ofgem TRAS Directions refer to Distributors for electricity and Gas Transporters for gas:
- 3.6 7(c) states that the licensee (e.g. the Supplier) must ensure that the TRAS: on notice from the Relevant Supplier that a person has, or may have, taken a supply of electricity/gas in the course of conveyance, provides information to the Relevant Distributor/ Transporter that the Relevant Distributor/Transporter may reasonably require to fulfil its Licence Obligations under Condition 27 of the Distribution Licence/Transporter Licence.
- 3.7 7(d) states that the licensee must ensure that the TRAS: at the reasonable request of the Relevant Distributor/Transporter provides information and services that the Relevant Distributor/Transporter may reasonably require to support the reduction of electricity/gas taken in the course of conveyance.
- 3.8 The group noted that there is no concept of Distributors/Transporters having access to the TRAS Provider although there will need to be a process for the TRAS Provider to issue tip offs to the relevant Distributor/Transporter where the Supplier is not identified. The expectation would be that in practice Suppliers would provide theft in the course of conveyance information to Distributors/Transporters. However, as the Ofgem Direction requires this information to be provided by the TRAS, the group suggested that reporting to Distributors/Transporters could be offered as an 'Additional Service' under the TRAS Contract. This would need to be agreed separately to the main TRAS Contract and would **not** need to be incorporated in the version of the contract to be signed in May 2015.

TRAS Recipient Responsibilities

- 3.9 The Working Group agreed that the obligations on Suppliers relating to the TRAS are based on the submission of data. There are two types of data that Suppliers will be required to provide to the TRAS Provider:
- Data relating to electricity/gas supply customers and supply points; and
 - Data relating to theft investigations.

3.10 The group considered each of these provisions in turn.

Supplier Data

3.11 The group noted that the first draft of the TRAS Contract Schedule 2 contained a draft list of data items. However the final data items will not be confirmed until the preferred bidder has been identified. At this stage the list of data items required by the TRAS Provider will be incorporated within the TRAS Implementation CPs and industry consultation. **Therefore the group did not assess each of the required data items.** The data items provided in the consultation document are the items required by the TRAS Provider to deliver the TRAS and Suppliers can raise any issues they have regarding the data items during the consultation/voting process.

3.12 The group did however agree the following principles:

- That the Codes will include a list of data items that Suppliers are required to send to the TRAS Provider, together with details of the frequency, format and method of transfer;
- That there will be an initial data drop of historic data. Suppliers will be required to provide this data if they store it. For the avoidance of doubt, where a Supplier does not hold some items of historic data then they will not be required to provide the missing data but they will still be required to send the data they do store;
- The TRAS Provider will specify the date when the initial data drop of historic data is required and this will be incorporated in the Codes;
- That there will be an ongoing monthly submission of data that could be either delta's or a full refresh. Where Suppliers do not hold the required data items then they may not be required to provide them;
- A process will be included in the Codes setting out the monthly cycle e.g. data submitted on [3rd] of the month based on the position on [1st] of the month. Lead Generation Reports provided by the TRAS Provider on [24th] day of the month;
- Where a Supplier is unable to meet any obligations regarding the submission of data then the standard process for requesting a derogation would apply. A separate process for TRAS is not required;
- That the TRAS Provider is expected to agree a defined number of formats that Suppliers can use and a single Supplier could submit its data in a variety of these agreed formats; and
- That data will be transferred via secure ftp.

Theft Information

- 3.13 The group noted that DCUSA and SPAA Schedule 23 'Theft Code of Practice' requires Suppliers to (reasonably) investigate all theft 'Leads'. The term 'Lead' is defined within this Schedule and is not linked to TRAS. Further consideration is required on the best way to differentiate TRAS Leads from other theft 'Leads' within the DCUSA and SPAA. The group also noted that there is a lack of clarity around the number of TRAS Leads that will be provided on a monthly basis and how these will be prioritised by the TRAS Provider and Suppliers. These areas will be considered during the implementation phase.
- 3.14 The group did agree that for the purposes of TRAS, Suppliers should have an obligation to provide information to the TRAS Provider with regards to all theft investigations, regardless of the source, so that these can be fed into the analytics and used to improve the quality of lead produced.
- 3.15 A discussion took place regarding a potential requirement on Suppliers to provide feedback in relation to potential leads generated by the TRAS Provider. Suppliers were concerned that there may be a significant number of potential leads and the same potential leads could be provided every month; they would therefore only want to provide feedback on those potential leads that have been investigated.
- 3.16 The group referred to Licence Condition 12.A.62 which places an obligation on Suppliers to take reasonable steps to investigate theft. It was noted that Ofgem's Decision document acknowledged that it may not be economically viable to investigate all leads, and therefore investigations should be carried out unless there is a good reason, for example desk based assessments have been carried out on all leads with full investigations only initiated where required.
- 3.17 The group concluded that an obligation should be included within the Codes to require Suppliers to provide details of non TRAS related theft investigations to the TRAS Provider; and also to provide feedback to the TRAS Provider with regards to any TRAS Leads that have been investigated. This feedback would include responses such as, but not limited to, theft proven, no theft identified, meter fault identified, Supply Point no longer within

² "Where, in respect of any premises supplied by the licensee, the licensee has reasonable grounds to suspect Theft of Electricity/Gas, it must take (and ensure that any Representative takes) all reasonable steps to investigate that suspected Theft of Electricity/Gas".

the Supplier's portfolio. The group agreed that the provision of TRAS Leads should not be dependent on Suppliers providing information regarding theft investigations.

- 3.18 It was noted that Suppliers may carry out an investigation and then the customer changes Supplier before the Supplier is able to provide details to the TRAS Provider. It was agreed that the obligation to provide information would still apply in relation to the investigation carried out. However there was acknowledgement that the Supplier may struggle to provide the information to the TRAS Provider, so this needs further consideration with the preferred bidder.

Other Provisions

- 3.19 The overall TRAS Contract will be a tripartite contract between the TRAS Provider, SPAA Ltd and DCUSA Ltd. Suppliers, as Service Recipients will not be parties to the TRAS Contract. Therefore provisions will need to be incorporated within the SPAA and DCUSA Codes to ensure that the contractual obligations on SPAA Ltd and DCUSA Ltd flow down via the Codes on to Suppliers. The different obligations and liabilities have been set out below.

Governance

- 3.20 A TRAS governance regime will be put in place and will need to be reflected within the Codes. It has been proposed that a TRAS Management Group will be established to oversee the day to day operation of the TRAS. This TRAS Management Group would be established jointly by the SPAA Executive Committee (EC) and the DCUSA Panel. The group discussed whether the Terms of Reference for the TRAS Management Group should be included in the Codes. They concluded that the Codes should include a high level reference to 'joint working arrangements', but the actual Terms of Reference should not be hard coded within the Codes.
- 3.21 The role of the TRAS Management Group would be to discuss operational issues and consider potential changes to the service. Where necessary the TRAS Management Group could issue industry consultations or Requests for Information as part of their considerations. It was noted that changes to the actual TRAS Contract would need to be

agreed by the SPAA EC and DCUSA Panel. In addition, should there be a knock on effect to either the SPAA or DCUSA, then the proposed change would be progressed through the relevant Code using the standard change provisions. Equally where SPAA or DCUSA Parties raise changes to the Codes that impact the TRAS then an impact assessment will be sought from the TRAS Provider to understand the impact, if any, on the service and/or the contract.

Data Sharing

- 3.22 Each Supplier will be required to feed data into the TRAS and this data will then be used to determine potential theft leads in relation to its own customers and in relation to customers that are not within the Suppliers' own portfolio. For example, data could be used to analyse geographical trends where proven theft in one street is an indicator with regards to other properties in the area.
- 3.23 The TRAS is also based on the principle that data provided by one Supplier in relation to a specific property will be used on an ongoing basis, even after the customer has changed Supplier i.e. the TRAS Provider will not have to start collecting data from scratch each time there is a change of Supplier.

- 3.24 The group agreed that this principle of data sharing should be included in the Codes.

Data Protection

- 3.25 The group agreed that the Codes will need to set out the required data items and provide justification for the use of these data items to cover data protection requirements. In addition, clauses will need to be included within the Codes:
- To ensure that DCUSA Ltd and SPAA Ltd as Data Controllers are held harmless for any breaches in data protection;
 - That Suppliers as Data Controllers are protected from breaches by other Suppliers or the TRAS Provider;
 - To clarify that data items will be reviewed regularly to ensure they are still justified and meet the data protection requirements; and
 - To place an obligation on Suppliers to have appropriate Terms & Conditions with customers stating that data will be provided to TRAS.

Funding and Re Distribution of Funds

- 3.26 The DCUSA Panel and SPAA EC have previously agreed that the costs of implementing and operating the TRAS should be shared between DCUSA and SPAA based on the number of electricity and gas MPANs/MPRNs (59% DCUSA/41% SPAA). It was noted that although the costs would be shared on a 59/41 percent basis; both SPAA and DCUSA would have an equal say on decisions relating to the service regardless of the cost split. The group agreed that this principle of cost recovery should be included in both the DCUSA and SPAA.
- 3.27 The DCUSA Panel and the SPAA EC agreed that within each Code the TRAS implementation and operational costs will form part of the annual budgeted costs and will be ring fenced so that the costs are recovered from Suppliers only, based on market share of Supply Points. The group also noted that any refunds received from the TRAS Provider as a result of service credits will be treated as a reduction in the budgeted TRAS costs and therefore only Suppliers will receive the benefit of these refunds. Section 8 of the DCUSA already includes provisions for ring fencing TRAS costs to Suppliers only; and both DCUSA and SPAA include provisions for allocating costs based on market share.

Change Process

- 3.28 The group agreed that the standard change processes within both DCUSA and SPAA should apply to TRAS related changes and there should not be a separate process where only Suppliers can raise, assess and vote on TRAS related changes. The group noted that the DCUSA already allows the DCUSA Panel to determine that a particular CP only affects a certain category of party and should therefore only be assessed by that category of party. In addition, the SPAA allows parties to indicate whether they are impacted by a CP, with those who believe they are impacted being eligible to vote.

- 3.29 The group also agreed that any material change to the TRAS Schedule would require Authority approval.

Indemnities and Liabilities

- 3.30 As highlighted above, the DCUSA and SPAA already include provisions for the recovery of TRAS implementation and operational costs. However, the group agreed that additional provisions are required to ensure there is a flow down of liabilities and indemnities from the TRAS Contract into the Codes. For example, there needs to be clarity that where a

Supplier breaches a TRAS related obligation and DCUSA Ltd and/or SPAA Ltd is sued for damages, there is a process to allow DCUSA Ltd and/or SPAA Ltd to recover those damages from the breaching party.

- 3.31 In addition, provisions are required to ensure DCUSA Ltd and SPAA Ltd are held harmless where a Supplier fails to pay damages as a result of a breach to the TRAS arrangements.

Performance Assurance

- 3.32 The Ofgem Direction includes an obligation on Suppliers to ensure that a performance assurance report is produced by a person who is fully independent of the interests of the TRAS. This report should include a complete statement of how the TRAS is meeting the objective to develop, maintain and operate a service in a consistent manner across all Electricity/Gas Suppliers, such that any customer that undertakes Theft of Electricity/Gas will have a reasonable chance of being detected, regardless of which Electricity/Gas Supplier supplies them.
- 3.33 The group agreed that this would need to be included in the Codes as a requirement on the DCUSA Panel and SPAA EC to procure an independent report on the performance of the TRAS. The costs of this performance report would form part of the overall TRAS costs and therefore be borne by Suppliers.

4 ASSESSMENT AGAINST THE DCUSA OBJECTIVES

- 4.1 The Working Group considers that the following DCUSA Objectives are better facilitated by DCP 225.

General Objective One – ‘The development, maintenance and operation by the DNO Parties and IDNO Parties of efficient, co-ordinated, and economical Distribution Networks’

- 4.2 General Objective One is better facilitated by DCP 225 as reduced theft enables more accurate data about consumption to be utilised by DNOs. More accurate data gives DNOs more opportunity to manage their network in an efficient and economic manner.

General Objective Two – ‘The facilitation of effective competition in the generation and supply of electricity and (so far as is consistent therewith) the promotion of such competition in the sale, distribution and purchase of electricity’

- 4.3 General Objective Two is better facilitated as the establishment of a TRAS service enables a more efficient and targeted approach to tackling theft of electricity. This more efficient action in tackling theft reduces costs and therefore helps facilitate competition in the supply of electricity.

5 ASSESSMENT AGAINST THE SPAA OBJECTIVES

- 5.1 The Working Group considers that the following SPAA Objective is better facilitated by SPAACP 15/292.

General Objective d – ‘So far as is consistent with sub-paragraphs (a), (b) and (c), the efficient discharge of the licensee’s obligations under this licence’.

- 5.2 Objective (d) is better facilitated as the CP will ensure compliance of gas Suppliers to the amended Licence Conditions which become effective on 26 February 2016, by providing processes for the TRAS.

6 IMPLEMENTATION

- 6.1 The dual fuel TRAS procurement plan anticipates that the contract with the appointed TRAS Provider will be signed on 19 May 2015. DCUSA Ltd and SPAA Ltd require all TRAS related obligations to be implemented within the Codes before signing the TRAS Contract. Therefore the proposed implementation date for DCP 225 and SPAA CP 15/292 is 18 May 2015. Failure to meet this implementation date will lead to a delay in signing the TRAS Contract, which may impact the ability of the TRAS Provider to implement the TRAS by February 2016 as required by the Licence obligations.
- 6.2 It should be noted that Suppliers will not be required to start providing data from the implementation date. The initial submission of historic data will be required during the implementation phase (30 June 2015) and the monthly data feeds will be required from November 2015.

7 LEGAL DRAFTING

- 7.1 The DCP 225 legal drafting is provided as Attachment 2 and SPAA CP15/292 legal drafting is provided as Attachment 4.
- 7.2 Based on the complexity of the legal issues regarding data sharing, data protection and liabilities/indemnities this legal drafting has been produced by external legal advisors. Following a review of the proposed legal text by the Working Group after feedback gained from the consultation, it will be issued to the legal advisor for a final review.

8 CONSULTATION QUESTIONS

- 8.1 The Working Group is seeking responses to the following consultation questions.

No.	Question
1	Do you understand the intent of the CP?
2	Do you agree that the TRAS Provider responsibilities as set out in the legal drafting allow you to meet your TRAS related Licence obligations. If no, please provide your detailed rationale?
3	Do you have any concerns regarding the 30 June 2015 deadline for the initial submission of historic Supplier Data and/or theft investigation data?
4	Do you have any comments regarding the specific data items that Suppliers are required to provide as set out in Appendix 2 of the legal drafting?

55	Do you have any comments regarding the proposed approach to agreeing file formats for the submission of the data that Suppliers are required to provide?
6	Do you have any comments regarding the monthly/quarterly requirements to provide data to the TRAS Providers?
7	Do you have any comments regarding the requirements relating to the submission of theft information?
8	Do you have any comments on the proposed DCUSA legal text in attachment 2?
9	Do you have any comments on the proposed SPAA legal text in attachment 4?
10	Do you consider that the proposal better facilitates the DCUSA objectives? Please provide your rationale.
11	Do you consider that the proposal better facilitates the SPAA objectives? Please provide your rationale.
12	Do you agree with the proposed implementation date of 18 May 2015?
13	Do you have any other comments?

8.2 Responses should be submitted using Attachment 1 to spaa@electralink.co.uk no later than **09/03/2015**.

8.3 Responses, or any part thereof, can be provided in confidence. Parties are asked to clearly indicate any parts of a response that are to be treated confidentially.

9 NEXT STEPS

Responses to the consultation will be reviewed by the TRAS Working Group at its next meeting scheduled for 11/03/2015. The CPs will then be progressed through the urgent process agreed by the DCUSA Panel and SPAA EC as set out below:

No.	Event	Target Date
1	Issue consultation document for a period of one week.	Monday, 2 March 2015
2	Consultation Responses due.	Monday, 9 March 2015
3	Working Group meeting to review of consultation responses, update legal text based on consultation responses etc.	Wednesday, 11 March 2015
4	Legal text issued to the legal consultant for review.	Thursday, 12 March 2015
5	Working Group meeting to sign off Change Report, legal text.	Monday, 16 March 2015
6	Issue Change Report to DCUSA Panel	Thursday, 19 March 2015

	for ex-committee decision . Also issued to Ofgem (min 1 week review).	
7	SPAA Change Board and issue formal minutes.	Thursday, 26 March 2015
8	DCUSA Panel approves Change Report and Change Report issued for voting.	Thursday, 26 March 2015
9	DCUSA Voting Closes.	Thursday, 2 April 2015
10	SPAA and DCUSA Change Declaration issued to parties and Ofgem	Tuesday, 7 April 2015
11	Ofgem Decision.	Friday, 15 May 2015
12	Implementation Date.	Monday, 18 May 2015

9.1 If you have any questions about this paper or the Change Process, please contact Claire Hynes by email at spaa@electralink.co.uk or telephone 020 7432 3017.

ATTACHMENTS

- Attachment 1 – Response form
- Attachment 2 – DCP 225 Legal Text
- Attachment 3 –DCP 225 CP Form
- Attachment 4 –SPAA CP 15/292 Legal Text
- Attachment 5 –SPAA CP 15/292 CP Form