

Legal Drafting – DCP 195

Section 1A – Definitions

Add the following definitions to Section 1A – Definitions

Category A Situation	means a situation in which the Company's Electric Lines or Electrical Plant does (or is likely to) pose a danger, including danger of death of or injury to persons and/or danger of damage to or destruction of property.
Category B Situation	means a situation in which the condition of the Company's Electric Lines or Electrical Plant prevents metering work from being carried out or prevents a meter from being exchanged but where the situation is not a Category A Situation.
Category C Situation	means an issue with the Company's Electric Lines or Electrical Plant that is neither a Category A Situation nor a Category B Situation.
Prescribed Period	means, in respect of each of relevant activities described in Clause 30.5A or 30.5B, the period for performance of that activity set out in Part 1 of Schedule [x].
Safe	means a situation in which the Company's Electric Lines or Electrical Plant does not pose a danger, including danger of death of or injury to persons and/or danger of damage to or destruction of property.
Service Level	means the Company performing its obligations under Clause 30.5A.2, 30.5A.4 and 30.5B.2 in accordance with the requirements of those Clauses.
Working Hours	has the meaning given to that term in the Electricity (Standards of Performance) Regulations 2010.

Amend clause 30.5 (Dangerous Incidents) as follows:

Dangerous Incidents and Damage

30.5 Where the User or its agent or any Relevant Exempt Supplier receives a report or enquiry from any person about any matter or incident that does or is likely to:

(i) cause danger or require urgent attention in relation to the supply or distribution of electricity in the Company's Distribution Services Area through the Distribution System; or

(ii) affect the maintenance of the security, availability and quality of service of the Distribution System,

the User shall notify the Company of such report or enquiry in a prompt and appropriate manner having regard to the nature of the incident to which the report relates. ~~The User shall notify the Company by telephone or post using the telephone number and postal address identified in the Company's Security and Safety of Supplies Statement or such other telephone number as may from time to time be notified in writing by the Company.~~ Where the User does not hold a Supply Licence (or to the extent the User does not discharge its obligation under Condition 20 of its Supply Licence) the User shall notify the Company of reports received from Connectees in accordance with this Clause 30.5.

Where the User is a Supplier Party, it shall meet its obligations under Clause 30.5 (insofar as relating to Category A Situations, Category B Situations and Category C Situations) by complying with Clauses 30.5A.1, 30.5B.1, 30.5C.1 and 30.5F.2 below. Such Clauses shall not apply where the User is not a Supplier Party.

30.5A.1 Where the User (or its contractors or agents or any Relevant Exempt Supplier) receives a report or enquiry from any person about any matter or incident that does or is likely to cause danger or require urgent attention in relation to the supply or distribution of electricity through the Distribution System (including

a Category A Situation), then the User shall ensure that the Company is notified of such report or enquiry by telephone in a prompt and appropriate manner having regard to the nature of the incident to which the report relates. The User shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule [x].

30.5A.2 Subject to Clause 30.5D, on receipt of a telephone call in accordance with Clause 30.5A.1, the Company will send an appropriate person to the affected Premises within the Prescribed Period. If the report is received outside of Working Hours the report will be deemed to have been received at the commencement of the next period of Working Hours.

30.5A.3 Where an appropriate person is unable to attend the affected Premises on behalf of the Company within the Prescribed Period for a Category A Situation, then (as soon as reasonably practicable after becoming aware that this is the case, and where the Company has contact details) the Company will telephone the User's Meter Operator Agent to inform the agent when an appropriate person will attend the Premises on the Company's behalf.

30.5A.4 Subject to Clause 30.5D, if the Company is unable to remedy the situation during the initial visit to the affected Premises (as described in Clause 30.5A.2), then the Category A Situation will be made Safe, and the Company will:

- (a) within the Prescribed Period, agree an appointment date with the Connectee to re-visit the Premises to remedy the Category A Situation;
- (b) ensure that the date of such appointment is within the Prescribed Period; and
- (c) attend the Premises on the agreed appointment date and remedy the Category A Situation (such that no Category A Situation or Category B Situation is affecting the Premises).

30.5B.1 Where the User (or its contractors or agents or any Relevant Exempt Supplier) receives a report or enquiry from any person about any matter or incident that is a Category B Situation, then the User shall ensure that the Company is notified

of such report or enquiry using the Data Transfer Network (data flow D0135) within 5 Working Days after receipt of such report or enquiry. The User shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule [x].

30.5B.2 Subject to Clause 30.5D, on receipt of a notification in accordance with Clause 30.5B.1, the Company will:

- (a) (where contact details have been provided in the notification) within the Prescribed Period, contact the Connectee and agree an appointment date to visit the Connectee to remedy the Category B Situation; and
- (b) ensure that the date of such appointment is within the Prescribed Period; and
- (c) attend the Premises on the agreed appointment date and remedy the Category B Situation (such that no Category A Situation or Category B Situation is affecting the Premises); or
- (d) where contact details have not been provided in a notification, and if the Connectee and their contact details are not listed in the Company's Priority Services Register(as defined in the Distribution Licences), reject the notification

30.5C.1 Where the User (or its contractors or agents or any Relevant Exempt Supplier) receives a report or enquiry from any person about any matter or incident that is a Category C Situation, then the User shall ensure that the Company is notified of such report or enquiry the Data Transfer Network (data flow D0135) within 10 Working Days after receipt of such report or enquiry. The User shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule [x].

30.5D.1 On receipt of notification of a Category A Situation in accordance with Clause 30.5A.1 or of a Category B Situation in accordance with Clause 30.5B.1, the Company shall use reasonable endeavours to comply with the Service Level on 90% of occasions within each Quarter; provided that (where the Company is a

DNO Party), if the sum of the notified Category A Situations and Category B Situations across all Users within the Company's Distribution Services Area exceeds 2% of Users' forecast volumes of smart meter installations (as reported in accordance with Part 4 of Schedule 23 and reported in the Quarter that is [4 Quarters] in advance of the actual Quarter for which the Service Level is being calculated) , then the Company shall be released from its obligation to have met such Service Level for obligations beyond that 2% level.

30.5D.2 Where the Company has visited the affected Premises on the date agreed with the Connectee (pursuant to Clause 30.5A.4 or 30.5B.2), but has been unable to gain access to the Premises, the Company will:

- (a) be deemed to have met the Service Level for Clause 30.5A.4(c) or 30.5B.2(c) (as applicable); and
- (b) (only where this is the first agreed appointment) contact the Connectee and agree an alternative appointment to visit the Connectee, and Clause 30.5A.4 or 30.5B.2 (as applicable) will apply as if the telephone call or the notification (as applicable) referred to in those Clauses had been received on the date of the Company's visit to the affected Premises.

30.5D.3 Where the Company and the Connectee are unable to agree an appointment date that falls within the Prescribed Period for Clauses 30.5A.4(b) or 30.5B.2(b), but they are able to agree one outside of that period, then the Company be deemed to have met the Service Level.

30.5D.4 Where the Company has used reasonable endeavours to agree an appointment for a Category B Situation and has been unable to agree one, then the Company will be deemed to have met the Service Level for Clause 30.5B.2(a).

30.5D.5 Where the Company is an IDNO Party, it shall be released from its obligation to meet the Service Levels within a Distribution Service Area if the DNO Party for that Distribution Services Area has been released from its obligation under Clause 30.5D.1.

30.5D.6 For the avoidance of doubt, the Company will be deemed to have met its obligations under Clauses 30.5A.2, 30.5A.4 and 30.5B.2 where it meets its obligations under 30.5D.1 (or where it is released from its obligation under that Clause in accordance with Clause 30.5D.1 to 30.5D.5 inclusive).

30.5E.1 Where the Company has not met the Service Level for a Category A Situation or Category B Situation, the Company shall give priority to the resolution of this situation over others notified under Clause 30.5B.

30.5E.2 On completion of work to remedy a Category A Situation or a Category B Situation, the Company shall notify the User and the User's Meter Operator Agent using the Data Transfer Network (data flow D0126), and shall specify in such notification the Company's view of the correct asset condition code (as set out in Part 2 of Schedule [x]).

30.5E.3 Where the Company believes that the User or the User's Meter Operator Agent has misreported an asset condition code (as set out in Part 2 of Schedule [x]) the Company shall notify the User and the Meter Operator Agent.

30.5E.4 On or after 1 April 2015, where situations reported by the User (or its Meter Operator Agent) to the Company specify an asset condition code (as set out in Part 2 of Schedule [x]) which indicates a more serious situation than is actually the case, then the Company shall be entitled to levy Transactional Charges in accordance with the Relevant Charging Statement.

30.5F.1 From [Date to be confirmed: the first quarter six months after Ofgem approval of DCP 195], the Company will produce a report in accordance with Part 3 of Schedule [x] for each Distribution Services Area in which it operates, and in respect of each Quarter. The Company will send that report to the User within 15 Working Days of the end of that Quarter.

30.5F.2 From [Date to be confirmed: the first quarter six months after Ofgem approval of DCP 195] the User will produce a report in accordance with Part 4 of Schedule [x]. The User will send that completed report to the Company within 15 Working Days of the end of each Quarter. The User will complete the report

for each Quarter and year commencing in the Quarter following the month in which the report is being sent.

Amend Clauses 30.9 and 30.10

~~Damage-or~~ Interference

30.9 Where the User holds a Supply Licence, the User 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 User has (or in the case of the User's contractors and agents, such contractors and agents have) reason to believe: ~~30.9.1 that there has been damage to the Electrical Plant or Electric Lines owned by the Company; or 30.9.2~~ that there has been interference with any metering equipment at an Entry Point or an Exit Point on the Company's Distribution System that has prevented such metering equipment from correctly registering the quantity of electricity supplied, unless the User believes that the ~~damage-or~~ interference was caused by the Company.

30.10 Where the User has reason to believe that any ~~damage-or~~ interference reported by it (or by its contractors or agents) under Clause 30.9, or any incident reported to the User by the Company in accordance with paragraph 2 of Condition 27 of the Distribution Licence, 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.

Insert as new Schedule [x]:

Service Levels for Resolving Network Operational Issues and Associated Reporting Requirements

Part 1 - Prescribed Periods

1. Prescribed Periods

Clause	Prescribed Period
Category A	
30.5A.2	3 hours if the notification is received within Working Hours on a Working Day and within 4 hours if the report is within Working Hours on another day
30.5A.4(a)	10 Working Days after the notification
30.5A.4(b)	40 Working Days after the notification
Category B	
30.5B.2(a)	10 Working Days after receipt of the D0135 data flow
30.5B.2(b)	40 Working Days after receipt of the D0135 data flow

Part 2 - Asset condition codes

2. Asset Condition Codes

- 2.1 The following tables define the Asset Condition Codes. The codes are defined by reference to terminology used in the Master Registration Agreement and should be interpreted accordingly.

2.1.1 Asset condition codes for Category A Situations are:

A01	Cut out currently operating hot (signs of overheating)
A02	Service Cable currently operating hot
A03	Defective/weakened fuse carrier contacts
A04	Physical damage to cut out/service cable requiring immediate action
A05	Visual indication of burning/smell of smoke/smoke
A06	Audible sounds of arcing
A07	Exposed live conductors (live or neutral)
A08	Broken fuse carrier – access to live components
A09	Exposed conductors – evidence of theft/vandalism/damage
A10	DNO earthing issues which present an immediate risk to Consumer/MO
A11	Disconnected or severely damaged DNO earth terminal/protective conductor
A12	Currently damaged and exposed asbestos components including meter boards
A13	Visible possible airborne asbestos fibres present at the service position
A14	Polarity identified as incorrect at DNO cut out
A15	Immediate risk to the public or customer due to current service position location
A16	Service position insecure and exposed to immediate weather damage
A17	Risk of electric shock or electrocution
A18	Risk of fire at service position

2.1.2 Asset condition codes for Category B Situations are:

B01	Fuse Carrier welded in to cut out base
B02	Cut out loose on meter board
B03	Damaged/missing phase barriers
B04	Damaged/broken cut out terminals - missing terminal screws
B05	Non-Withdrawable fuses by design
B06	Cut Out unable to accept 16mm meter tails
B07	Meter tails need to be replaced but cannot be changed by competent staff
B08	Unhinged metal cut out covers over un-insulated conductors
B09	Asbestos boards/materials identified – no immediate risk

2.1.3 Asset condition codes for Category C Situations are:

C01	Signs of overheating – no damage to cut out or premises
C02	Signs of Bitumen Compound leaking
C03	Small fuses ie less than 60A
C04	Concern over phase rotation incorrect at cut out
C05	Shared fuses/cut outs/neutral blocks
C06	Metal Clad Cut Out
C07	Seal Tags Broken on cut out
C08	Cut out with a fused neutral
C09	Damaged or missing service cable guard
C10	Service cable in cavity

C11	Asbestos barriers, insulation, fuse shields identified
C12	Excessive vegetation growth
C13	Unacceptable close proximity to gas service
C14	Fed from distribution board – local/remote from meters
C15	VIR/MICC lead in's to property

Part 3 – Reporting Requirements on the Company

3. Company Reporting Requirements

3.1 The Company shall produce a report for the User in accordance with Clause 30.5F.1.

3.2 The report will detail the following:

(a) The number of Category A Situations:

- i. for which the Service Level under Clause 30.5A.2 is met; and
- ii. for which the Service Level under Clause 30.5A.2 is not met.

(b) The number of Category A Situations:

- i. for which the Service Level under Clause 30.5A.4(a) is met; and
- ii. for which the Service Level under Clause 30.5A.4(a) is not met.

(c) The number of Category A Situations:

- i. for which the Service Level under Clause 30.5A.4(c) is met; and
- ii. for which the Service Level under Clause 30.5A.4(c) is not met.

(d) The number of Category B Situations:

- i. for which the Service Level under Clause 30.5B.2(a) is met; and

- ii. for which the Service Level under Clause 30.5B.2(a) is not met.

(e) The number of Category B Situations:

- i. for which the Service Level under Clause 30.5B.2(c) is met; and
- ii. for which the Service Level under Clause 30.5B.2(c) is not met.

(f) The number of situations:

- i. reported as Category A where the category found is Category B or Category C
- ii. reported as Category B where the category found is Category A or Category C.

(g) The number of times in each Quarter that the Company has gone out to a perceived distribution fault at a Premises within a month of a smart meter being installed at the Premises and the fault is with the meter or the meter installation.

(h) Additional information relevant to the report. This might include information on Force Majeure events and notification that the Company is released from its obligation to have met the Service Levels in accordance with Clause 30.5D.1 to 30.5D.5 inclusive.

3.3 To provide this information the Company shall populate a table for the User in the form of the following:

Year and Quarter:				
Distribution Licence Area:				
Category A Situations Attended				
(a)(i) The number of Category A Situations attended within 3 hours if the report is received within Working Hours on a Working Day and within 4 hours if the report is within Working Hours on another day.				
(a)(ii) The number of Category A Situations not				

attended within the timescales in a(i) above.				
Percentage of Category A situations attended in accordance with the Service Level, calculated as: (a)(i) as a percentage of ((a)(i) + (a)(ii))				
Category A Situation Agreed Appointments				
(b)(i) The number of Category A Situation Connectee agreed appointments (applies only where the situation cannot be resolved on the first visit) made within ten Working Days of notification of the situation.				
(b)(ii) The number of Category A Situation Connectee agreed appointments (applies only where the situation cannot be resolved on the first visit) not made within the timescales in b(i) above.				
Percentage of Category A situation appointments made in accordance with the Service Level, calculated as: (b)(i) as a percentage of ((b)(i) + (b)(ii))				
Category A Situations Remedied				
(c)(i) The number of Category A Situations remedied within 40 Working Days of notification being received				
(c)(ii) The number of Category A Situations not remedied within the timescales in (c)i above.				
Percentage of Category A situations remedied within the Service Level, calculated as: (c)(i) as a percentage of ((c)(i) + (c)(ii))				
Category B Situation Agreed Appointments				
(d)(i) The number of Category B Situation Connectee agreed appointments made within ten Working Days of notification of the situation.				
(d)(ii) The number of Category B Situation Connectee agreed appointments not made within the timescales in (b)i above.				
Percentage of Category B situation appointments made in accordance with the Service Level, calculated as: (d)(i) as a percentage of ((d)(i) + (d)(ii))				

Category B Situations Remedied				
(e)(i) The number of Category B Situations remedied within 40 Working Days of notification being received				
(e)(ii) The number of Category B Situations remedied not within the timescales in e(i) above.				
Percentage of Category B situations remedied within the Service Level, calculated as: (e)(i) as a percentage of ((e)(i) + (e)(ii))				
Incorrect Categorisation				
(f)(i) The number of situations reported as Category A where the category found is Category B or Category C				
(f)(ii) The number of situations reported as Category B where the category found is Category A or Category C.				
Smart Meter Faults				
(g) The number of times in each Quarter that the Company has gone out to a perceived distribution fault at a Premises within a month of a smart meter being installed at the Premises and the fault is with the meter or the meter installation.				
Additional Information				
(h) Additional information relevant to the report. This might include information on Force Majeure events and notification that the Company is released from its obligation to have met the Service Levels in accordance with Clause 30.5D.1 to 30.5D.5 inclusive.				

Part 4 - Supplier Reporting Requirements

4. User Smart Meter Installation Forecast Reporting

- 4.1 Where the User is a Supplier Party, the User shall produce one report for all Supplier Parties within a Group. The report shall be produced in accordance with Clause 30.5F.2, and shall provide the User's actual and latest best estimate forecast of electricity smart meter installation by Distribution Services Area postcode outcode.
- 4.2 To provide this information the User shall populate a table in the form of the following:

Note,

- T= current Quarter (i.e. the Quarter that the report is being issued).
- The post code outcodes are included in the table below as an indication only.

[illegible]

[illegible]

Part 5 – Failure to meet the Service Levels or Reporting Requirements

5. Service Level and Reporting Requirement Failures

- 5.1 Should a Company fail to perform its obligations under Clause 30.5D.1, in accordance with the requirements of that Clause, in any two consecutive quarters any User may refer the matter to the Panel.
- 5.2 Should a User fail to perform its obligations under Clause 30.5F.2, in accordance with the requirements of that Clause, in any two consecutive quarters any Company may refer the matter to the Panel.
- 5.2 Where the Panel receives a referral pursuant to Clause 5.1 or Clause 5.2 it shall give notice to the Party failing the service level that it requires an explanation as to why the service level failures occurred and what steps the Party is taking to ensure future service levels are met. The Party shall be required to respond to the Panel within 14 days of receipt of the notice.
- 5.3 The Panel will notify all Parties in the same Party Category of the fact that it has received a referral pursuant to Clause 5.1 or 5.2 together with details of the response from the Party failing the service levels within 14 days of receiving the response to the notice.
- 5.4 The Panel may at its sole discretion notify the Authority of receipt of a referral pursuant to Clause 5.1 or 5.2 together with details of the response from the Party failing the service levels at any time.