

DCP 182 Draft Legal Text

Amend DCUSA Section 1A as follows:

~~Disconnection Notice~~

~~means, in relation to a Metering Point or a Metering System, a notice sent by the User to the Company stating that there is no reasonably foreseeable future use for that Metering Point or Metering System and requesting that it be Disconnected.~~

Amend DCUSA Section 2A as follows:

Disconnection Procedure

~~25.15 If there is no reasonably foreseeable future use for a Metering Point or a Metering System, the User shall be entitled to send to the Company a Disconnection Notice. In respect of any Disconnection Notice sent to the Company pursuant to this Clause 25.15, the User shall:~~

~~25.15.1 warrant that to the best of its knowledge and belief, having exercised Good Industry Practice, the Metering Point or Metering System has been De-energised and that there is no reasonably foreseeable future use for the Metering Point or Metering System, giving details of any De-energisation Works which it has undertaken and providing an explanation for why there is no reasonably foreseeable future use for the Metering Point or Metering System; and~~

~~25.15.2 indemnify the Company against all costs, demands, claims, expenses, liability, loss, or damage which the Company incurs in consequence of acting in reliance on the warranty given in Clause 25.15.1 which proves to be in any way inaccurate or misleading.~~

25.16 If a third party contacts the Company to request directly or indirectly that the Company undertakes Works in relation to a Metering Point or Metering System because there is no reasonably foreseeable future use for that Metering Point or Metering System and the Company is satisfied that the third party is entitled to make such request, then the Company shall contact the relevant User and request it to submit a Disconnection Notice. Upon receiving such a request, the User shall send the Company the requested Disconnection Notice unless in the User's reasonable opinion there is a reasonably foreseeable future use for the Metering Point or Metering System.

~~25.17 If, in any case, in the reasonable opinion of the Company there is a reasonably foreseeable future use for the Metering Point or Metering System, then the Company shall not be obliged to~~

~~comply with a Disconnection Notice received under Clause 25.15 or 25.16 and where the Company decides not to comply it shall provide the User with the reasons for its decision.~~

~~25.18 If the Company is of the reasonable opinion that there is no reasonably foreseeable future use for a Metering Point or Metering System then the Company shall contact the relevant User and request it to submit a Disconnection Notice. Upon receiving such a request, the User shall send the Company the requested Disconnection Notice unless in the User's reasonable opinion there is a reasonably foreseeable future use for the Metering Point or Metering System.~~

~~25.19 For the avoidance of doubt, the warranty and indemnity contained in Clause 25.15 shall not apply to any Disconnection Notice requested by the Company pursuant to Clause 25.16 or 25.18.~~

~~25.19A The Company and the User acknowledge that Condition 12.9A of the Distribution Licence prohibits the Company from Disconnecting a Green Deal Premises, unless certain circumstances set out in that Condition apply. Before complying with a Disconnection Notice in respect of a particular Metering Point, the Company shall check whether that Metering Point is identified in MPAS as relating to a Green Deal Premises. If the Metering Point is identified in MPAS as relating to a Green Deal Premises, then the Company shall not be~~

~~obliged to comply with the Disconnection Notice (and where the Company decides not to comply it shall provide the User with the reason for its decision). The Company may nevertheless Disconnect a Metering Point identified in MPAS as relating to a Green Deal Premises where the Company is of the reasonable opinion that it is entitled to do so in accordance with Condition 12.9A of the Distribution Licence.~~

25.19B The User shall indemnify the Company against all costs, demands, claims, expenses, liability, loss, or damage which the Company incurs in consequence of acting in reliance on whether or not a Metering Point is correctly notified to ~~identified in~~ MPAS as relating to a Green Deal Premises, including where:

25.19B.1 The Company Disconnects a Metering Point relating to a Green Deal Premises that was not correctly notified to ~~identified as such in~~ MPAS; or

25.19B.2 The Company refuses to Disconnect a Metering Point that does not relate to a Green Deal Premises because that Metering Point was incorrectly notified to ~~identified in~~ MPAS as relating to a Green Deal Premises.

25. 19C The Company shall indemnify the User and each Green Deal Provider against all costs, demands, claims, expenses, liability, loss, or damage which the User or relevant Green Deal

Comment [RT1]: Renumber paragraphs. ACTION Electralink

Provider(s) incur or incurs (as applicable) in consequence of the Company Disconnecting a Green Deal Premises in breach of Condition 12.9A of the Distribution Licence where the Metering Point relating to that premises was correctly ~~notified to~~identified in MPAS as relating to a Green Deal Premises. Such indemnity will not apply where the Company Disconnected the Green Deal Premises in response to a Disconnection Notice initiated by the User under Clause 25.15, but will (for the avoidance of doubt) apply in the case of Disconnection Notices given pursuant to Clause 25.16 or 25.18.

Comment [RT2]: The deletion of this text needs to be checked with the DCUSA legal advisor. ACTION Electralink

~~25.20 Subject to Clauses 25.17 and 25.19A, the Company shall carry out the Disconnection of the Metering Point or Metering System in accordance with the Disconnection Notice, and shall:~~

~~25.20.1 in respect of a Metering Point, send a Registration Notice to the MPAS Provider instructing it to register the Metering Point as de-registered; or~~

~~25.20.2 in respect of a Metering System, provide a disconnection certificate to the User, (in each case) in accordance with the BSC.~~

Amend DCUSA Schedule 2B as follows:

“Disconnection Notice” means a notice sent by ~~the Registrant or~~ the Customer to the Company requesting that the Company Disconnect one or more of the Connection Points;

Amend DCUSA Schedule 6 as follows:

6.1 The Customer ~~(or the Registrant on behalf of the customer)~~ shall be entitled to send to the company a Disconnection Notice providing an explanation for why there is no reasonably foreseeable future use for the Connection Point, and specifying the date on which the Disconnection is required.

6.2 Unless the Company reasonably considers that it is not permitted to Disconnect the Connection point in accordance with the Act or the Electricity Distribution Licence, and unless agreed otherwise following the receipt of a Disconnection Notice in accordance with Clause 6.1, the Company shall (on, or as soon as reasonably practicable after, the date specified in the Disconnection Notice) remove the Connection Equipment from the Property. The Customer acknowledges that it may not

be practicable to remove the equipment on the date specified, or for some time thereafter. The Customer shall pay to the Company forthwith upon demand an amount equal to the reasonable costs and expenses incurred by the Company in removing the Connection Equipment.