

DCP 182 – Draft Legal Text

Removal of Disconnection Notice

Delete the following definition from Clause 1.1:

~~**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 Clause 25.15 as follows:

25.15 ~~Not used.~~ 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.~~

Amend Clause 25.16 as follows:

25.16 If a third party or a User on behalf of 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 (subject to Clause 25.17) contact the relevant User and request it to submit a Disconnection Notice ~~Disconnect the Metering Point in accordance with the MRA or shall Disconnect the Metering System (as applicable).~~ 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.

Amend Clause 25.17 as follows:

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 Disconnect the Metering Point or Metering System ~~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.~~

Amend Clause 25.18 as follows:

- 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~~Not used.

Amend Clause 25.19 as follows:

- 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~~Not used.

Amend Clause 25.19A as follows:

- 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~~Disconnecting a 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~~Disconnect the Metering Point (and where the Company decides not to comply it shall provide the User with the reason for its decision). unless ~~(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.~~

Amend Clause 25.19C as follows:

- 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 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 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.~~

Amend Clause 25.20 as follows:

- 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 Deregistration Notice to the MPAS Provider instructing it to De-register the Metering Point; 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 Clause 1.1 of Section 3 of 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 Clause 6.1 of Section 3 of Schedule 2B 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.

Amend Clause 1.1 of Section 4 of 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 Clause 6.1 of Section 4 of Schedule 2B 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.

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30 December 2014