

DCUSA DCP 181 Consultation Responses – Collated Comments

Question 1	Q1 Do you understand the intent of DCP 181?	Working Group Comments
Electricity North West	Yes	Noted.
E.ON	Yes	Noted.
ESP Electricity Ltd.	Yes	Noted.
Northern Powergrid	Yes	Noted.
NPower	Yes	Noted.
Scottish Power Energy Retail Ltd	Yes	Noted.
SP Distribution & SP Manweb	Yes	Noted.
UK Power Networks	Yes	Noted.
Western Power Distribution	Yes	Noted.

Reckon LLP	<p>The intent section reads: “Where a distributor has agreed a bi-lateral connection agreement with an owner or occupier in respect of a connection point, those terms should bind on change of ownership or occupation. Note that it is not intended that the new owner or occupier replaces the previous one. The new owner or occupier should be bound by the same terms from the time he becomes the owner or occupier but the previous owner or occupier should not be released from them for the period during which he was the owner or occupier.”</p> <p>In fact, the legal text tries to authorise a distributor to enforce, through the National Terms of Connection, terms of a previous connection agreement on a new occupier. It’s not quite the same thing as novating the agreement. For example, the legal text only transfers the customer’s obligations (“you will be bound”) and does not seem to transfer the benefit of the distributor’s obligations from the previous occupier to the new.</p> <p>Also, because of the inevitable renegotiation on change of occupier with or without this change (see answer to Q4), and because a distributor can make the availability of capacity conditional on acceptance of special operating conditions, the most important effect of the proposal would seem to be to allow a distributor to sue the customer for damages in the event that a special operating condition was no longer complied with and that damage was caused as a result. The consultation document fails to disclose that the proposal might be trying to create a new class of submarine monetary claims by distributors against customers.</p>	<p>The Working Group considered the comment and noted that the contract binds both parties. The Working Group also pointed out that the idea of novation involves the substitution of one obligation for another which a party agrees to take over from another party including any outstanding liabilities. There is no transfer of liabilities when a customer becomes subject to enduring terms.</p>
Question 2	Q2 Do you agree with the principles of DCP 181?	Working Group Comments
Electricity North West	Yes	Noted.

E.ON	No.	Noted. The Working Group are looking to address the concerns of the Suppliers that the customer will not know the terms that apply to their connection when the issue arises.
ESP Electricity Ltd.	Yes	Noted.
Northern Powergrid	Yes	Noted.
NPower	Yes	Noted.
Scottish Power Energy Retail Ltd	While we understand the principles within this DCP we also wish to highlight the fact that as a supplier we are not party to any bilateral connection agreements.	Noted.
SP Distribution & SP Manweb	Yes	Noted.
UK Power Networks	Yes	Noted.
Western Power Distribution	Yes	Noted.
Reckon LLP	No. I do not think that the National Terms of Connection should be subverted to allow a distributor to enforce contractual terms on a customer who has not agreed to these terms and is not bound by these terms as a matter of law (e.g. through a charge on the land).	Noted.


Question 3A	For Distributors: Q3A Do you receive D0302 flows from Suppliers on change of customer?	Working Group Comments
Electricity North West	We receive D0302 data flows and within the data flow is customer name. This does not mean that there has been a change of tenancy since in some instances the name change is very minor and is for the existing customer. It is difficult to confirm whether we receive this flow for all change of customer name/tenancy, only the suppliers will be able to confirm this.	Noted.
E.ON	NA	
ESP Electricity Ltd.	No, not in all circumstances. Of course, it is almost impossible to determine if there is a change of customer without the D0302 being re-issued. We have many energised customers on our networks where we have not received a D0302 at all – so we doubt very much that we receive a D0302 for the original customer at energisation or a change of tenant in ALL cases. This applies to both NHH and HH.	Noted.
Northern Powergrid	Yes. However, no matter how many notifications we receive we cannot be certain that all changes are provided to us as we can only rely on what has been provided. If there are instances where we are not informed the only way to find out would be to compare the number of flows issued to us with the number of changes in customer information held by the supplier.	Noted.
NPower	N/A	
Scottish Power Energy Retail Ltd	N/A	
SP	Yes	Noted.

Distribution & SP Manweb		
UK Power Networks	<p>We receive D302 flows but we cannot say if we receive all the ones we should.</p> <p>In 2012 we received 3.3m D302 notifications as compared to a total population of 8.3m customers (noting that there may be some duplication/repeat etc.)</p> <p>Looking at the big 6 suppliers, we compared the number of D302s received in 2012 to the total traded customers registered by them at a point in time. Our premise was that the proportion of customers that change ought to be similar across suppliers with a large portfolio. Four of the six suppliers had a figure in the range 30-60%. One supplier was closer to 90% and another had 1%.</p> <p>It is difficult to conclude much from this. It may be that the 1% supplier only sends D302 on a change of customer that takes place while they are the supplier. This may overlook a change of customer concurrent with change of supplier. The majority of suppliers may send the flow on change of supplier as well. The supplier with 90% may also send a flow on contract renewal. This is speculation and we simply do not know.</p>	Noted.
Western Power Distribution	Yes	Noted.
Reckon LLP	N/A	

Question 3B	For Distributors: Q3B If no, how are you made aware of a change of owner or occupier at a property?	Working Group Comments
Electricity North West	Even if we receive the data flow there may be some instances where there is direct contact from the new tenant in advance of the data flow or prior to our contact.	Noted.
E.ON	N/A	
ESP Electricity Ltd.	With the restrictions identified in our answer to Q3A noted, we have only ever received D0302 as communications from Suppliers on tenancy details. We have never received any other form of communication regarding customer address and contact details (other than MPAS address updates via email).	Noted.
Northern Powergrid	Not applicable	
NPower	N/A	
Scottish Power Energy Retail Ltd	N/A	
SP Distribution & SP Manweb	N/A	
UK Power	We are not.	Noted.

Networks		
Western Power Distribution	N/A	
Reckon LLP	N/A	
Question 3C	For Distributors: Q3C What action is taken on receipt of a D0302?	Working Group Comments
Electricity North West	In context of this change proposal we produce a report specifically for MD customers and contact them if there is a bi-lateral agreement in place for that connection point seeking a change of name. This allows us to update the agreement to the new customer name and discuss the current technical characteristics, together with understanding the customer requirements which in some instances may result in a variation or even a modification to the network.	Noted.
E.ON	N/A	
ESP Electricity Ltd.	The D0302 is validated and the content recorded in our Customer/Asset database within 5 days of receipt. This is an automated process.	Noted
Northern Powergrid	A D0302 triggers an automatic update of customer details within Northern Powergrid's Trouble Management System, which in turn, updates other internal systems such as the Outage Management System and Meter Point Registrations System.	Noted
NPower	N/A	
Scottish Power	N/A	

Energy Retail Ltd		
SP Distribution & SP Manweb	None, information received for information only	Noted.
UK Power Networks	We record the new customer details. It should be noted that the D0302 does not include the date of the change of customer.	Noted.
Western Power Distribution	In the South West and South Wales, where a site specific Connection Agreement exists for the relevant MPAN, we will write to the new customer and ask them to confirm their on-going capacity requirements. When confirmation is received we will send out a new Connection Agreement for signature by the new customer. In the Midlands the number of flows received makes this process unviable so more reliance is placed upon the new customer making a request for an Agreement. Where the customer requested a reduction or increase in capacity the opportunity would be taken to enter into a Connection Agreement at that point.	Noted.
Reckon LLP	N/A	
Question 3D	For Suppliers: Q3D Under what scenarios do you send the D0302 to the Distributor?	Working Group Comments
Electricity North West	N/A	
E.ON	We send a D0302 as described under the rules of the DTC as below.	The Working Group considered that on the whole the customer name and contact details would be the most important items to analyse in this flow for a change of customer.

	Description: The Supplier will inform the participants of customer contact address and mailing address details.		Available Actions																	
	Flow Ownership: MRA		Download: 																	
			DTC Version: <div>10.7</div> View																	
			Version: <div>10.7</div> Compare																	
			Version: <div>10.7</div>																	
		<p>The Working Group considered that a change to the flow to add the date the customer changed would be beneficial.</p> <p>One Working Group member noted that a D055 data flow is sent to flag a change of tenancy but they do not send a D0302 data flow providing customer details. The Working Group agreed that it would be necessary to raise a change under the MRA if they wanted to ensure the D055 data flow initiates a subsequent issue of the D0302 data flow.</p>																		
		<table><tr><th>From</th><th>To</th><th>Version</th></tr><tr><td>Supplier</td><td>Distributor</td><td>7.2</td></tr><tr><td>Supplier</td><td>HHDC</td><td>7.2</td></tr><tr><td>Supplier</td><td>MOP</td><td>7.2</td></tr><tr><td>Supplier</td><td>NHHDC</td><td>7.2</td></tr></table>				From	To	Version	Supplier	Distributor	7.2	Supplier	HHDC	7.2	Supplier	MOP	7.2	Supplier	NHHDC	7.2
From	To	Version																		
Supplier	Distributor	7.2																		
Supplier	HHDC	7.2																		
Supplier	MOP	7.2																		
Supplier	NHHDC	7.2																		
		<p>Data Items:</p> <table><tr><th>Reference</th><th>ItemName</th></tr><tr><td colspan="2">Change Data Item tab: < 1 2 3 > Displaying tab 1 of 3, items 1 to 10 of 22.</td></tr><tr><td>J0012</td><td>Additional Information</td></tr><tr><td>J0375</td><td>Customer Name</td></tr><tr><td>J0693</td><td>Customer Password</td></tr><tr><td>J0694</td><td>Customer Password Effective from Date</td></tr></table>				Reference	ItemName	Change Data Item tab: < 1 2 3 > Displaying tab 1 of 3, items 1 to 10 of 22.		J0012	Additional Information	J0375	Customer Name	J0693	Customer Password	J0694	Customer Password Effective from Date			
Reference	ItemName																			
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One Working Group member noted that a D055 data flow is sent to flag a change of tenancy but they do not send a D0302 data flow providing customer details. The Working Group agreed that it would be necessary to raise a change under the MRA if they wanted to ensure the D055 data flow initiates a subsequent issue of the D0302 data flow.

	J1674	Delete Mailing Address Data Held										
	J0049	Effective from Settlement Date {REGI}										
	J1046	Mailing Address Line 1										
	J1047	Mailing Address Line 2										
	J1048	Mailing Address Line 3										
	J1049	Mailing Address Line 4										
Flow Structure:												
Gr ou p	Group Descriptio n	Ra ng e	Cond ition	L 1	L 2	L 3	L 4	L 5	L 6	L 7	L 8	Item Name
68C	MPAN Cores	1-*	G									
					1							MPAN Core
					1							Effective from Settlement Date {REGI}
69C	Customer Details	0-1	G									
						1						Customer Name
						O						Additional Information
						O						Customer Password

						O					Customer Password Effective from Date	
						O					Special Access	
						O					Site Contact Name	
						O					Site Contact Telephone Number	
						O					Site Contact Fax Number	
						O					Maximum Power Requirement	
70C	Mailing Address	0-1				G						
						O					Delete Mailing Address Data Held	
						O					Mailing Address Line 1	
						O					Mailing Address Line 2	
						O					Mailing Address Line 3	
						O					Mailing Address Line 4	
						O					Mailing Address Line 5	

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NPower	We generate the D0302 flow following a 'Change of Ownership'.	Noted.
Scottish Power Energy Retail Ltd	Yes	
SP Distribution & SP Manweb	N/A	
UK Power Networks	N/A	
Western Power Distribution	N/A	
Reckon LLP	N/A	
Question 3E	For Suppliers: Q3E Do you always send a D0302 when customer details change due to ownership or tenancy?	Working Group Comments
Electricity North West	N/A	
E.ON	We send a D0302 when required to under the DTC as per the previous answer. That is when there is a new or changed value for nay data item within Group 69c.	Noted.
ESP Electricity	N/A	

Ltd.		
Northern Powergrid	Not applicable	
NPower	Yes	Noted.
Scottish Power Energy Retail Ltd	Yes	Noted.
SP Distribution & SP Manweb	N/A	
UK Power Networks	N/A	
Western Power Distribution	N/A	
Reckon LLP	N/A	
Question 4	Q4 Do you think the existing connection contract should endure or be renegotiated at the point the property is sold?	Working Group Comments
Electricity North West	It is the Distributor's obligation under the electricity act to maintain the connection. DCUSA Legal advice at the time of other related change proposals have indicated that the maximum import and export capacity required at the connection point is to be maintained with the connection point even if there is a change of ownership until such time as there is	Noted.

	<p>discussions with the new tenant for an alternative capacity arrangement that needs to be agreed by both parties. With the advent of initiatives such as Demand Side Response (DSR), which places obligations within bi-lateral connection contracts, it is essential that these are maintained as they form part of the overall design of the distribution network. If DSR is to be successful, then if a business goes into administration or a tenant moves out of the building, the new tenant should be bound by the existing connection terms which may include post fault DSR. If not then reversion to the NTC would remove that obligation stranding the Distributor and hence general customers with the bill for reinforcement to achieve the non DSR connection. This example, or any other specific requirement for that connection point contained within the bi-lateral agreement, should be treated no differently and as such the terms should endure until such time as discussions take place and the agreement is varied.</p>	
E.ON	<p>We believe that the customer should at least be informed as to what the existing agreements are before they agree to them enduring. It should not be limited to when a property is sold but to any change of occupier. The customer needs to be aware how they can change these connection terms should they need to in the course of their business.</p>	<p>Noted. One idea suggested within the Working Group was to have a list of all MPANs with bespoke connection agreements which could be published on the National Terms of Connection website. This would highlight to customers whether they have an enduring bespoke connection agreement that they should seek further information on.</p>
ESP Electricity Ltd.	<p>As a distributor, we believe the existing connection contract should endure – the new tenant/customer has the option to contact the distributor and to re-negotiate if they so wish.</p>	<p>Noted.</p>
Northern Powergrid	<p>If there was a reliance on the National Terms of Connection we would still continue to apply DUoS charges based on the last agreed maximum import/export capacity as per Northern Powergrid's LC14 Charging Statement published on our website, in which paragraph 2.28 indicates that:</p>	<p>Noted.</p>

	<p><i>“In the absence of an agreement the chargeable capacity, save for error or omission, will be based on the last MIC and/or MEC previously agreed by the distributor for the relevant premises’ connection.”</i></p> <p>As the National Terms of Connection does not record site specific details, it would be preferable if specific features of any signed bilateral agreement with the original customer could remain, i.e. preserving certain technical constraints which make it non-standard in the first place. The connection arrangements within that agreement need to be maintained and would be present within any further signed agreement unless there is a specific request from the customer to change the physical connection. There are circumstances where in order to change the arrangements physical works would need to be carried out and from this a new connection agreement would be created.</p> <p>Northern Powergrid expects the customer to renegotiate the terms of connection when the property is sold and any customers who wish to change their connection arrangements would contact us in order to indicate their intentions. However, to make it mandatory may lead to situations where we are unable to get agreements in place for customers who do not respond and/or lead to delays in getting supply agreements in place while negotiations of new terms are agreed.</p>	
NPower	No comment (we do not consider connection contracts during change of ownership).	Noted.
Scottish Power Energy Retail Ltd	<p>The issue here is how either would know. A DNO will only be informed once a CoT has happened. New customers are reliant on the old customer being aware of the connection contract and passing it on as part of the exchange. As a supplier we only know after the event so pass on the information once we are updated.</p> <p>It would be up to DNOs to decide. As a supplier we will continue to include</p>	Noted.

	references to the standard connection terms within our T&Cs.	
SP Distribution & SP Manweb	Ideally yes, however current processes do not allow for this to happen	Noted.
UK Power Networks	<p>UK Power Networks believes that it would be advantageous for the existing connection contract to endure. This has the advantage of ensuring that the distribution system will not be subject to unexpected spikes and troughs in demand.</p> <p>It would be practically impossible for all contracts to be renegotiated on each sale and very expensive and cumbersome to implement. Nevertheless it should continue to be possible for the purchaser to renegotiate the contract should they need to.</p>	Noted.
Western Power Distribution	We believe the existing Connection Agreement terms should endure. Either party may be entitled to propose a change and re-negotiate the terms but where an agreement cannot be found the enduring terms will prevail.	Noted.
Reckon LLP	<p>In general, the contractual duties cannot in fact endure, unless they were registered as a charge against the land. It is the essence of the “agree” element in “agreement” that an agreement cannot bind someone who has no way of knowing about it!</p> <p>What the proposal tries to do is to subvert the National Terms of Connection to allow a distributor to enforce contractual terms on a customer who has not agreed to these terms and is not bound by these terms as a matter of law. I don’t think that this should be done.</p> <p>When there are special electricity arrangements at a site, any new occupier will need to understand them. So there needs to be some information</p>	The Working Group considered the response and noted that under the respondent’s suggestions every new customer would have to have a new contract and the Working Group agreed that this would not be viable.

	<p>exchange similar to a negotiation anyway.</p> <p>What the proposal tries to do is to tilt the balance in the negotiation of a new connection agreement in favour of the distributor by allowing the distributor to enforce terms from a previous agreement with a previous occupier, without having gained the consent of the new occupier.</p> <p>The only reason identified in the consultation document for seeking to have enduring terms is that “the new owner or occupier may behave in a way that the network is not designed to facilitate”. In fact, the new occupier has no right to any capacity unless granted by the distributor (either tacitly through the issue of bills for use of system charges, or explicitly by negotiating a new connection agreement). There is no difficulty in the distributor making the availability of capacity to the new occupier conditional on compliance with special operating rules. Then when a new occupier arrives he is faced with the choice of a low capacity with no special rules, or a higher capacity with special rules. No problem, no need to change the National Terms of Connection.</p>	
Question 5	Q5 How do customers know that the previous owner’s or occupier’s connection terms apply?	Working Group Comments
Electricity North West	They should obtain this from the previous occupier or the owner of the premises. Alternatively they can contact the distributor to understand what terms apply to the property.	Noted.
E.ON	This unclear as a Supplier we do not have access to these agreements. This question is best directed to Distributors and customers.	Noted.
ESP Electricity Ltd.	For connection terms outside of the NTC applicable to commercial customers, the seller is obliged to provide a connection contract to the buyer on sale of the property. This obligation however would depend on the Seller	Noted.

	<p>providing that information in all cases.</p> <p>The Supplier could also advise the customer to check with the distributor themselves and ensure that no existing Connection Agreement exists outside of the NTC.</p> <p>Other than confirming Maximum Import/Export capacities, we have rare occasion to negotiate terms outside of the requirements of the NTC. This may change going forward.</p>	
Northern Powergrid	<p>It is currently expected that the customer would be made aware during the sale/agreeing tenancy or the customer is informed by the supplier when applying for a supply contract. It is at this point, if the customer wishes to query the details of the connection they would get in touch with Northern Powergrid.</p> <p>As the DNO, Northern Powergrid would not be aware of the change of ownership or occupancy until the supplier notifies us.</p>	Noted.
NPower	Not known (we don't inform or provide details at change of ownership).	Noted.
Scottish Power Energy Retail Ltd	As above, it is dependent on the previous owner knowing and including this information as part of the exchange.	Noted.
SP Distribution & SP Manweb	This should happen as part of the customers own due diligence process prior taking on new ownership/tenancy	Noted.
UK Power Networks	<p>A commercial property sale would utilise the CPSE replies to enquiries. A residential sale would use the SPIF (Sellers Property Information Form).</p> <p>These both have questions that obligate the Seller to disclose any agreements (in the case of the SPIF Question 8.8).</p>	Noted.

	A simple and more comprehensive method (one that would cover transactions not carried out through solicitors) would be to amend the NTC so as to state on the face of it that the NTC terms apply unless there is a pre-existing agreement and require Purchasers to check whether this applies to them.	
Western Power Distribution	If the proposed re-drafting of the NTCs is accepted the customer will only know if, a) they contact the Distributor, or b) the Distributor contacts them. As outlined in Q3C above, if it were viable we would endeavour to liaise with the customer and negotiate a new Connection Agreement.	Noted.
Reckon LLP	How would they indeed?	Noted.
Question 6	Q6 For Distributors - How many non-standard connection agreements do you hold?	Working Group Comments
Electricity North West	All customers who are connected at High Voltage, Extra High Voltage and Central Volume Allocation connections have bi-lateral connection agreements plus some specific ones at Low Voltage where the nature of the connection necessitates such an arrangement. We have approximately 4700 bespoke agreements.	Noted.
E.ON	N/A	
ESP Electricity Ltd.	Approximately 200 agreements annexed to the NTC.	Noted.
Northern Powergrid	We do not record how many connection agreements are non-standard.	Noted.
NPower	N/A	

ScottishPower Energy Retail Ltd	N/A	
SP Distribution & SP Manweb	None	Noted.
UK Power Networks	Approx. 7500	Noted.
Western Power Distribution	We currently hold approximately 34,000 thousand site specific Connection Agreements across all four licensed areas, over 20,000 of them in the Midlands area. A much smaller proportion of these will include specific conditions that we would want to endure.	Noted. The Working Group considered the figure of 34,000 was an accurate guide to the number of non-standard connection agreements.
Reckon LLP	N/A	
Question 7	Q7 How many changes of ownership or tenancy of properties do you record in a year?	Working Group Comments
Electricity North West	We receive approximately 3000 D0302 Change of Tenancy and name amendments annually for MD sites only.	Noted.
E.ON	This is not recorded but could be deduced from the number of D302's that are sent with new customer name combined with the number of D055's that are sent to MPAS with the COT flag set to true.	Noted.
ESP Electricity Ltd.	A separate reporting exercise will have to be run to answer this question which will not be completed in time for this consultation deadline.	Noted.

Northern Powergrid	For Northern Powergrid's two licence areas we received 35,684 D0302 flows and these covered 1,894,457 MPANs. As the D0302 flow also contains change of mailing information and change of names it is not possible to determine the proportion of notifications of change of ownership or tenancy. This information would be more readily available from the supplier's perspective.	Noted.
NPower	For year 2012 - approx 28,000. For year 2013 (to date) – approx 22,000.	Noted.
Scottish Power Energy Retail Ltd	Unable to provide this information at this time.	Noted.
SP Distribution & SP Manweb	We do not routinely get notification of this	Noted.
UK Power Networks	3.3m based on D302 but see previous response.	Noted.
Western Power Distribution	We will receive approximately 2,000 thousand notifications across all four licensed areas that relate to a bespoke Connection Agreement.	Noted.
Reckon LLP	N/A	
Question 8	Q8 For Distributors - Do you receive enquiries on bilateral connection agreement terms from domestic customers? If so, how many?	Working Group Comments
Electricity North West	No. We do not have bilateral connection agreements with this customer class unless they are connected at High Voltage and above (e.g. a large mansion	Noted.

	may fall into this category)	
E.ON	N/A	
ESP Electricity Ltd.	No	Noted.
Northern Powergrid	Although we do not record these we would estimate that only a small percentage involve queries from domestic customers.	Noted. The Working Group agreed that this change may not have a significant impact on domestic customers.
NPower	N/A	
ScottishPower Energy Retail Ltd	N/A	
SP Distribution & SP Manweb	No	Noted
UK Power Networks	Yes. Very few.	Noted.
Western Power Distribution	No	
Reckon LLP	N/A	
Question 9A	Q9A Do you consider that this Change Proposal jeopardises the certainty of the NTC?	Working Group Comments

Electricity North West	<p>No. It actually makes it clear that the NTC doesn't apply in these instances.</p> <p>The NTC will be strengthened by bespoke terms enduring a change of ownership. Our bespoke terms usually contain specific operational requirements which will always be additional to the NTC terms and so conflict should not occur.</p> <p>.</p>	Noted.
E.ON	<p>Maybe, but it does add complexity to terms that were designed to capture and put in place agreement with generally domestic customers that had no need for bespoke agreements with their Distributor. It seems to be being used now to replace good practice from distributors in maintaining proper connection agreements for sites that require bespoke terms. There are a couple of examples used in the change proposal as to when there may be bespoke terms but this is not exhaustive and focuses only where the Distributor has requested terms. Terms may exist that have been requested by the customer and a change may have no effect on the design of the network.</p> <p>There needs to be a test of materiality of how many of these bespoke terms restrict activity on the customer. These agreements would seem to less of a candidate to roll over to a new customer but should be perhaps flagged at the land registry so any new purchaser of the site is aware before they proceed as the restrictions may have an adverse effect on any future use they envisage for the site.</p>	The Working Group agreed to undertake further analysis on the notification of the customer of their connection terms enduring through the land registry and the costs involved.
ESP Electricity Ltd.	No	Noted.
Northern Powergrid	This would depend on what the proposed solution was and may need a legal view as any non-standard terms may be technical in nature and not part of the standard NTC.	Noted.
NPower	We have no comment on this point.	Noted.

ScottishPower Energy Retail Ltd	Potentially, though as above as a supplier we only publish the information we cannot state definitively one way or the other.	Noted.
SP Distribution & SP Manweb	No	Noted.
UK Power Networks	No it will not jeopardise the certainty of the NTC. The NTC would continue to be the default terms. An incoming Purchaser would either be informed by their Seller that they there was a different pre-existing contract or would know that they were covered by the NTC. The position will not change from their perspective.	Noted.
Western Power Distribution	No	Noted.
Reckon LLP	N/A	
Question 9B	Q9B If so, do you consider that only the application of the bespoke terms would be at risk or is the application of the NTC to premises generally at risk?	Working Group Comments
Electricity North West	Not applicable	
E.ON	As per our previous answer.	Noted.
ESP Electricity Ltd.	N/A	
Northern	A legal view would be needed to decide if a party can be bound by bespoke	Noted. The Working Group agreed to seek

Powergrid	terms that they had not formally agreed to as part of the NTC process.	further advice from the DCUSA legal advisor Wragge & Co.
NPower	N/A	
ScottishPower Energy Retail Ltd	N/A	
SP Distribution & SP Manweb	N/A	
UK Power Networks	Without this change the certainty of the bespoke terms is already at risk. See above re the NTC.	Noted. The Working Group noted that as there is no change to the core National Terms of Connection they would still be the default terms but the incoming tenant will be notified to determine if they will have a bespoke connection agreement.
Western Power Distribution	N/A	
Reckon LLP	N/A	
Question 9C	Q9C How might such issues be overcome?	Working Group Comments
Electricity North West	Not applicable	
E.ON	There is no need to alter the NTC.	Noted.
ESP Electricity	N/A	

Ltd.		
Northern Powergrid	A legal view is required to determine whether a subsequent owner or occupier can be bound by non-standard terms which would not be specifically referred to in the NTC, i.e. recorded in as bespoke terms.	Noted.
NPower	N/A	
ScottishPower Energy Retail Ltd	N/A	
SP Distribution & SP Manweb	N/A	
UK Power Networks	A simple and more comprehensive method (one that would cover transactions not carried out through solicitors) would be to amend the NTC so as to state on the face of it that the NTC terms apply unless there is a pre-existing agreement and require Purchasers to check whether this applies to them.	Noted.
Western Power Distribution	N/A	
Reckon LLP	N/A	
Question 10	Q10 If you are a Distributor, what would your response be to a prospective purchaser of premises who asked you for a copy of the connection agreement?	Working Group Comments

Electricity North West	We would treat such enquires similar to those of consultants i.e. we would expect to be given written authority from the current occupier/owner of the premises prior to providing such information.	Noted.
E.ON	Although this question is aimed at Distributors it is our experience when speaking to customers that Distributors have great difficulty in finding copies of connection terms that already exist.	Noted.
ESP Electricity Ltd.	We would supply the customer with a copy of the connection agreement on proof that they are the prospective purchaser and entitled to that information.	Noted.
Northern Powergrid	Section 105 of the Act which deals with General restrictions on disclosure of information may prevent a DNO from disclosing information obtained under or by virtue of the Act. One alternative would be to seek the permission of the current owner or occupier, i.e. the signatory to the agreement. It may also be possible to convey information on technical restrictions providing that information is limited to the characteristics of the distributors system.	Noted.
NPower	N/A	
Scottish Power Energy Retail Ltd	N/A	
SP Distribution & SP Manweb	In the first instance we would request a letter of authority from the existing owner/occupier confirming they are happy for us to discuss details with a prospective purchaser.	Noted.
UK Power	We would not give them until they were the owner or occupier due to s105 of the Utilities Act.	Noted.

Networks		
Western Power Distribution	We would direct the purchaser back to the vendor and ask them to provide a copy of the Connection Agreement directly. If the vendor did not have a copy then we may accept a Letter of Authority from the vendor authorising us to release it to the purchaser. Where the premises were vacant we may consider sending a redacted version of the Connection Agreement or a template set of schedules.	Noted.
Reckon LLP	N/A	
Question 11	Q11 Do you believe there will be consequential changes to other industry codes as a result of each option or solution?	Working Group Comments
Electricity North West	We do not believe there are any other consequential changes to other industry codes.	Noted.
E.ON	Don't know, that should be a request of the codes themselves.	Noted.
ESP Electricity Ltd.	Not that we are aware of.	Noted.
Northern Powergrid	This will depend on the recommended solution and whether it is possible to limit this to DCUSA changes as opposed to, say, legislation changes.	The Working Group considered that there could be associated changes to other codes including the MRA as some changes may improve information in the data flows.
NPower	There are none that we are aware of.	Noted.
Scottish Power Energy Retail Ltd	No	Noted.
SP	No	Noted.

Distribution & SP Manweb		
UK Power Networks	No	Noted.
Western Power Distribution	No	Noted.
Reckon LLP	N/A	
Question 12	Q12 DCP 181 is due to be implemented in the next DCUSA release following authority consent. Do you have a preference on the date that DCP 181 is implemented in to the DCUSA?	Working Group Comments
Electricity North West	No, we are comfortable with the current implementation timetable.	Noted.
E.ON	No preference on a date but should be after DCP161 has completed its work.	Noted.
ESP Electricity Ltd.	Option 1 – Connection Terms enduring. Business as usual therefore next DCUSA Release is acceptable.	Noted.
Northern Powergrid	No preference.	Noted.
NPower	We have no preference.	Noted.
Scottish Power	One of the standard release dates would be our preferred option – February, June or November	Noted.

Energy Retail Ltd		
SP Distribution & SP Manweb	No	Noted.
UK Power Networks	No	Noted.
Western Power Distribution	No	Noted.
Reckon LLP	N/A	
Question 13	<p>Q13 Which DCUSA General Objectives does the CP better facilitate?</p> <p>Please provide supporting comments.</p> <ol style="list-style-type: none"> 1. The development, maintenance and operation by each of the DNO Parties and IDNO Parties of an efficient, co-ordinated, and economical Distribution System. 2. The facilitation of effective competition in the generation and supply of electricity and (so far as is consistent with that) the promotion of such competition in the sale, distribution and purchase of electricity. 3. The efficient discharge by each of the DNO Parties and IDNO Parties of the obligations imposed upon them by their Distribution Licences. 	Working Group Comments

	<p>4. The promotion of efficiency in the implementation and administration of this Agreement and the arrangements under it.</p> <p>5. compliance with the Regulation on Cross-Border Exchange in Electricity and any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators.</p>	
Electricity North West	<p>We believe that general objective one is better facilitated in that it ensures that an efficient network is maintained. Without this we may need to incur costs where the provisions within the bi-lateral agreement with a previous incumbent as fallen away due to a new tenant occupying the property.</p> <p>The rest of the objectives are neutral.</p>	Noted. The majority of the Working Group considered that Objective one was better facilitated.
E.ON	We do not believe any objectives are better facilitated.	Noted.
ESP Electricity Ltd.	<p>Obj 1 is better facilitated as management of the network is supported by the enforcement of Connection Agreement terms. Voiding agreements without negotiation would put distributors at risk of reinforcement of networks.</p> <p>Obj 2 is better facilitated as some customers would have non-standard NTC terms and an efficient solution would reduce costs and promote competition.</p>	Noted.
Northern Powergrid	<p>Objective 1: The development, maintenance and operation by each of the DNO Parties and IDNO Parties of an efficient, co-ordinated, and economical Distribution System.</p> <p>Objective 2: The facilitation of effective competition in the generation and supply of electricity and (so far as is consistent with that) the promotion of such competition in the sale, distribution and purchase of electricity.</p>	Agreed. The majority of the Working Group considered that Objective two was better facilitated.
NPower	We take guidance from the Working Groups comments and therefore support their view that DCUSA General Objectives 1 and 2 will be better	Noted.

	facilitated by this CP.	
Scottish Power Energy Retail Ltd	N/A	
SP Distribution & SP Manweb	<p>We agree with the objectives identified within the change proposal.</p> <p>It is important that the technical arrangement and connection agreement conditions, as provided for by the Distributor for the original owner/occupier, remains otherwise the new tenant may operate in a manner which has an adverse affect on the network having been designed for the needs of the original owner/occupier.</p>	Noted.
UK Power Networks	<p>Objective 1 is achieved because the risk of reinforcement due to a customer not being bound by previous terms is avoided.</p> <p>Objective 2 is achieved because generators may require, and increasingly so for larger LV and higher voltage generators, the types of connection that have non-standard terms and the alternative of registering interests with the Land Registry would take time and greater expense as part of the connection process to achieve the same outcome. The proposed solution therefore leads to greater efficiency and hence promotes competition.</p>	Noted.
Western Power Distribution	We believe the CP better facilitates DCUSA General Objective One as it will allow the Distributor some certainty in the overall development in the network.	Noted.
Reckon LLP	N/A	
Question 14	Q14 Are there any alternative solutions or matters that should be	Working Group Comments

	considered by the Working Group?	
Electricity North West	<p>We propose the following amendment to this clause:</p> <p>Existing connection terms: Any existing terms and conditions applying to you and the connection of the premises to the network (except for standard terms which have effect by virtue of statute or pursuant to a contract with an electricity supplier, or which an electricity supplier procured your acceptance of) will apply to you instead of the National Terms of Connection to the extent that the two are inconsistent even if you were not party to such an agreement at the time. In order to understand the impact this has on you please contact your network operator.</p>	Agreed.
E.ON	<p>Yes. In combination with the data produced under DCP 161 where customers have been charged for excess capacity, the number of customers with bespoke connection agreements that are unaware of the contents as they have never seen the agreement, should be looked at. We believe it should be reasonable for a Distributor to contact all new occupant, or perspective purchaser on request, to inform them of the existing connection terms and highlight the consequences both financial through increased charges or business critical through network constraint. Relying on a signpost clause to another document in the Terms and Conditions of the Supplier is not adequate. Clause 17.9 of DCUSA is particularly onerous on Suppliers to prove that they have sent a contract to the customer or indemnify Distributors. By adding more detailed and critical terms to this clause when Distributors cannot produce their own contracts is inappropriate.</p>	Noted. The Working Group agreed to seek legal advice on clause 17.9 of the DCUSA and the obligations on the Supplier to notify the customer of the National Terms of Connection and how it would apply if it was the notification of non-standard contract terms.
ESP Electricity Ltd.	<p>This is not an alternative, but a suggestion on how to improve the Connection Agreement (CA) issue overall, and may be outside the scope of this CP.</p> <p>We often receive requests from suppliers on whether or not CAs are in place, and what the terms are (if different from the NTC).</p>	The Working Group considered the suggestion to be valid but outside of the scope of this change.

	<p>In our experience, the most common discrepancy is the MIC/MEC agreed by a previous tenant. ECOES could be used to record the MIC/MEC for each HH MPAN and the Supplier would be able to advise the customer accordingly. A 'special terms' flag could identify any bilateral agreements with bespoke terms. The supplier could be mandated to either request a copy of the agreement or advise the customer to contact the distributor. Data Protection issues and preventing mis-use of this information would need to be carefully considered.</p> <p>The data could be held in MPAS (owned by the distributor) and updated to ECOES. MPAS already has user-definable fields that could hold this information and then be updated as part of the daily ECOES extract.</p>	
Northern Powergrid	Where non-standard terms have been agreed with an owner or occupier consider writing those bilateral terms such that the owner or occupier gives the distributor and supplier the automatic right to disclose the terms to prospective purchasers. Non-standard terms are likely to involve technical issues or restrictions and as such could avoid any data protection issues.	Noted. The Working Group considered whether it might be beneficial to add an automatic letter of authority which was limited to certain details on the connection in to the National Terms of Connection. This letter would allow the potential new occupier to be notified of the enduring terms and technical specifications of their connection. The Working Group agreed that under data protection there was more protection under section 105 of the electricity act which required the new occupier to prove that they were the purchaser of the property through a letter of authority.
NPower	None that we are aware of.	Noted.
Scottish Power Energy Retail Ltd	N/A	

SP Distribution & SP Manweb	No	Noted.
UK Power Networks	No	Noted.
Western Power Distribution	No, we believe all the viable options have been considered.	Noted.
Reckon LLP	<p>The consultation document says: “5.1 The Working Group agreed to undertake a cost benefit analysis on the Land registry option versus the connection terms enduring option.” There is a table which points out some qualitative costs and benefits. There is nothing in the document which suggests that the costs of doing things properly through a registered land charge are too high, or that they justify the proposal of having a parallel system of pseudo charges on land under the National Terms of Connection just for the use of electricity distributors.</p> <p>I was not able to understand fully the text at paragraphs 4.2 to 4.5. I was not able to see what the vague reference to unnamed “previous industry groups” pointed to, or to understand who had been doing “re-interpretation” of Acts of Parliament and on what authority.</p> <p>By allowing the distributor to fail to communicate properly with a new occupier (as it would have to do if it needed an explicit agreement on a site-specific connection agreement), the proposal would accelerate the deterioration in data quality about connection agreements, and make disputes about these agreements more complicated (e.g. a distributor would be allowed to rely on old documents that the customer had never seen).</p>	<p>The Working Group noted that the wording ‘<i>re-interpret the electricity act</i>’ in the consultation was written in error. The Working Group agreed that in order to notify customers of enduring terms better data quality would need to be made available across the industry. Furthermore, the Working Group agreed with the respondent that quantitative analysis would need to occur as part of this change.</p>