

**DCP 114 and 115 Customer Consultation
Collated Responses**

DCP 114 Questions		
Do you understand the intent of DCP 114?		
1.	DCWW Welsh Water	Yes – we were represented in the DCMF Capacity Management work group
2.	Electricity North West	Yes DCP114 will ensure that there are sufficient rights within the National Terms of Connection (section 3) to react to excessive non compliance associated with the agreed Maximum Import and Export Capacity Distributors have with customers
3.	GTC	Yes
4.	Northern Powergrid	Yes
5.	Npower	Yes
6.	Power Data Associates Ltd	No. The intent is to change the NTC, but clarity of what problem this CP is seeking to address and the benefits of solving that problem are not stated in the consultation document.
7.	Premier Energy Services Ltd	Yes
8.	SSE Energy Supply Ltd	Yes
9.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power	Yes

	Distribution plc	
10.	SP Manweb PLC & SP Distribution Ltd	Yes we understand the intent of DCP 114
11.	ScottishPower Energy Retail Ltd	Yes, a defined process to react when a customer has made breaches (unspecified quantity) of their agreed maximum capacity.
12.	UK Power Networks	Yes
13.	Western Power Distribution	Yes, Western Power Distribution fully understands the intent of DCP 114
Are you supportive of its principles? Provide supporting comments.		
14.	DCWW Welsh Water	Yes, as long as clear communication is received by the right contact within the customer organisation in order to respond in time. For the water and waste water industry we need to cater for rare weather conditions which may cause a spike in KVA. In other cases we have major works which take some years to complete. We need to be given the opportunity to keep capacity where needed for these reasons.
15.	Electricity North West	Yes, we believe this is a necessary change to help support Distributors in discharging their obligations in managing the network in an efficient, co-ordinated and economical way.
16.	GTC	We support this change proposal in principle. The retention of maximum capacity by customers that is beyond their obvious requirements can lead to inefficient reinforcement. It therefore seems appropriate that the Distributor should have the right to claw back capacity where it is not utilised. This is particularly the case with those customers who pay no specific capacity charge element in their use or system tariffs; e.g. Those trading in the NHH sector.
17.	Npower	Yes, we recognise that currently Distributors do not have the powers to address this scenario although any new powers should be reasonable.
18.	Northern Powergrid	Yes. This proposal will assist DNOs in the fulfilment of their statutory duties including the developing and maintaining an efficient, co-ordinated and economical distribution network.
19.	Power Data Associates Ltd	I can see why there is a desire to up the capacity. But that has already occurred in billing of the supplier (and presumably passed through). There is only an issue where the additional capacity is not 'available' for safety reasons (overload) or the need to actually do local reinforcement. For which the load reinforcement (a

		competitive activity) requires the customer pay for works.
20.	Premier Energy Services Ltd	yes
21.	SSE Energy Supply Ltd	Yes
22.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	Yes. We believe that it is reasonable to give Distributors clearer and more robust means of dealing with capacity breach situations than currently exist. This Change Proposal should better enable Distributors to manage their networks effectively, efficiently and economically in line with their obligations.
23.	SP Manweb PLC & SP Distribution Ltd	Yes we are supportive of the principles of DCP 114
24.	ScottishPower Energy Retail Ltd	In general it would be a positive step to address under and over utilisation issues however considerable care is required to ensure consistent application of rules and communications so as not to advantage or disadvantage customers depending on their Distribution Network Operator.
25.	UK Power Networks	Yes
26.	Western Power Distribution	Western Power Distribution is supportive of its principles. This CP will allow DNO's to better manage their networks for the broader customer base. It will also ensure that DNO's better fulfil their obligations under the Act and thus better facilitate connections to new customers/increase in connection capacity to existing customers.
Is the suggested 30 days from date of notice adequate time to take the necessary actions to reduce the import and/or export of electricity?		
27.	DCWW Welsh Water	This should be sufficient to make the change, but this should be after the customer response has been considered. This in affect means it should be at least 60 days from first customer contact.
28.	Electricity North West	As indicated in our earlier consultation response to this, the question is misleading. The current requirement to reduce to the capacity is contained within the notice which is already part and parcel of the National Terms of Connection (i.e. currently 12.4.1 but suggested to be part of 12.4 <i>within the period of time specified in the notice</i>).

		<p>The 30 day period is attempting to allude to the need to confirm they will keep within such limits (covered by the need not to do anything at this time) or to apply for a variation or a modification.</p> <p>It is this 30 day period that should be consulted on.</p> <p>It may not be practical within thirty days to reduce the capacity but it may be within three to six months. This option is not covered.</p> <p>Also the question arises as to what if the date in the notice is beyond the 30 days that you want a response supporting 12.4.1, 12.4.2 or 12.4.3. It seems inappropriate to ask them to commit to something that we have already stated they need not do at this time.</p> <p>It seems that what we are looking for is a response from the customer indicating that they will meet the timeframe specified in the notice or provide an alternative date in which this can be met or the clauses associated with a variation of a modification.</p> <p>It may be better under 12.4.3 to state the following:</p> <p>12.4.3 notify the Company of its intent to comply with the notice, or serve a counter notice indicating the timescale by which this can be achieved</p> <p>It would also make more sense to move this additional clause before the new 12.4.1 so in order we have a move to comply, a variation and then a modification.</p>
29.	GTC	Yes
30.	Northern Powergrid	We believe this is an adequate time for necessary actions to take place.
31.	Npower	The 30 (working day?) response time for the customer seems reasonable if there is sufficient evidence to suggest that they (the Customer) have acknowledged receipt of the communication from the Distributor. Additionally it is important that the Distributor has spoken to the correct individual as large organisations may have disparate accountability which should form part of any acknowledgement.

		<p>There should be more time (within reason) made available for the customer to make a decision if they request it, having received the initial communication from Distributor (it may be that the customer would need to seek advice on how to proceed).</p> <p>Further to this, perhaps a final notice of intent sent to the Customer should be included as part of the process.</p>
32.	Power Data Associates Ltd	<p>No</p> <p>How and where does the Distributor send a notice? They will not have up to date contact details – site address is never an effective place to send contractual documents. Would the notice be better served on supplier, who reflect through to customer? Appreciate this adds admin on the supplier, but that is part of the consequence of 'supplier hub' principle.</p> <p>It seems unreasonable to charge the customer for a load of work, even if the notice has been sent – but not read/understood/considered. Through a set of terms (the NTC) that the vast majority of customers are totally unaware of.</p> <p>Some peaks in consumption will be transient – flood pumps, fire pumps, grain driers, road tunnel ventilation fans, stand-by supplies, summer air conditioning load, winter heating load, Network rail points heaters, etc. The short term increased demand and may have naturally disappeared by the time a notice is served. Satisfying the notice to reduce the load, but a possible reoccurrence in x months/years time.</p>
33.	Premier Energy Services Ltd	<p>No, steps to change the method of working in the premises could take over 1 year especially if it requires major investment to change. Not a good time to introduce in the economic situation at present. Suggest a staged approach that would put people on notice first but process must be over a much longer period.</p>
34.	SSE Energy Supply Ltd	<p>The suggested 30 days is adequate time for the Customer to assess their ongoing requirements, not necessarily reduce the Import / Export of Electricity.</p>
35.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power	<p>Yes</p>

	Distribution plc	
36.	SP Manweb PLC & SP Distribution Ltd	The 30 day period specified within Clause 12.4 relates to the time period within which the Customer is required to either propose a variation, submit a Modification Application or to provide confirmation that it does wish to take further action. The time period to reduce the import/export is actually the time specified in the notice (as per existing NTC drafting) and is not specified and is intentionally not specified as it is likely to vary depending upon the circumstances.
37.	ScottishPower Energy Retail Ltd	No, 30 days is an insufficient period of time. Customers will need time to consult internally with their own load consultants, head office, technical team, property owner or leaseholder before reaching a decision on their future load requirements. A 30 day window would be an insufficient length of time to allow internal consultation and could result in a DNO implementing a change before the customer has had time to consult and react. A further complication may arise if a DNO has access to the supply address only and is unable to reach the relevant property owner and responsible party.
38.	UK Power Networks	Yes
39.	Western Power Distribution	The notification period would appear reasonable to allow the customer to investigate and consider its best course of action. Consideration should be given however, as to whether it may be better to state timescales in terms of Working Days (possibly 28) in the same general convention as DCUSA and the NTC's, especially with regard to de-energisation, disconnection, termination periods, etc. (This would also apply to clause 12.8)
What dispute resolutions should be available in relation to over utilisation?		
40.	DCWW Welsh Water	An independent party to oversee any disputes with no conflicts of interest.
41.	Electricity North West	We believe that the two identified help to manage the network and is in preference to having to undertake a de-energisation as identified under clause 5.6.4 (breach) which is a current right.
42.	GTC	We would expect that dispute resolutions to be equal and fair to both parties with recourse to Ofgem in the event that an understanding cannot be reached.
43.	Northern Powergrid	We believe the established disputes resolution processes are already working effectively within DNO organisation together with escalation procedures.
44.	Npower	The Authority? Could Ofgem support this?
45.	Power Data	Distributors already have rights as the customer has exceeded the previously agreed capacity.

	Associates Ltd	
46.	Premier Energy Services Ltd	Independent oversight. Do not want DNO's being heavy handed in this.
47.	SSE Energy Supply Ltd	<p>The Customer should be given the opportunity to either reduce their Import / Export of Electricity to within the maximum authorised capacity, or propose an increase to their maximum Import / Export capacity, which is acceptable to the company, and where appropriate, be charged by the Company</p> <p>Only when the Customer has either failed to agree to one of the above options, or after written notice by the Company, continues to exceed their authorised capacity, should the Company take necessary actions to reduce the Import / Export of Electricity to within the maximum authorised capacity</p>
48.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	These would presumably be mainly arbitration or legal action but there should also be the capability for recourse to the Authority.
49.	SP Manweb PLC & SP Distribution Ltd	We do not believe a prescriptive process for dispute resolution needs to be defined. Where the capacity is not available the customer needs to reduce their capacity. Where capacity is available the Distributor can increase the capacity and charges will be applied accordingly. Only in those circumstances where there is dubiety about the customers capacity will a disputes process require to be followed. We consider disputes in this regard should be treated no differently to other disputes under the NTC.
50.	ScottishPower Energy Retail Ltd	Disputes should be between the Distribution Network Operator and the Customer and the dispute process should be documented, clear and transparent and included within any correspondence to customers. Care should be taken to avoid the supplier being involved in the dispute process as decisions on appropriate load requirements need to be made by the customer and the DNO.
51.	UK Power Networks	As per NTC
52.	Western Power Distribution	Western Power Distribution believes that the Dispute Resolution process described in the NTC's are appropriate for circumstances of over utilisation breaches and where the customer fails to remedy the breach.
How many times would a customer need to breach their capacity before they were considered to be in a position of		

'repeated breach' and should this be stated in the drafting?		
53.	DCWW Welsh Water	A years' worth of data should be considered, as is the case with current reductions in capacity. We see it as an annual exercise to reduce the number of queries made to the customer.
54.	Electricity North West	<p>A "repeated breach" by definition is more than one. It therefore does not need any further clarification. Each Distributor will need to assess the impact of such breaches as they do now i.e. we do not currently de-energise all sites where they breach their capacity which is a right under clause 5.6.4 and linked to clause 12.3.</p> <p>It is not helpful to infer that we cannot protect the network where it is getting close to capacity and may start to become a safety issue just because we have not yet reached a "repeated breach".</p> <p>It is also not helpful to allude to the fact that the customer doesn't really need to do anything until a number of breaches have occurred.</p> <p>We would prefer to avoid the term repeated breach. We already have a right to de-energise without repeated breaches, this should also be such a right (i.e. no repeated breach clause)</p> <p>We would suggest clause 12.5 be limited to Clause 24.4 i.e. we must have already notified them by notice of the issue at hand. In also referring to Clause 12.3 we believe it unfair to impose such a right where we have not engaged with the customer in an attempt to rectify the situation which could be inferred by the written text. This would then align with DCP115 which is after notice is served.</p> <p>We suggest therefore that we delete the reference to "or following repeated breaches of Clause 12.3".</p> <p>If you still believe there is a case for referring to repeated breaches we should not attempt to set criteria around such instances since each case and impact on the network will be different. This is about setting rights and obligation on parties. Each company will then decide under what circumstances rights should be invoked as they are now regarding de-energisation under the current drafting.</p>
55.	GTC	It would be difficult to define this in a fair and equitable way to all parties without any information on the frequency of current breaches. However we believe that it would be dependent on the number and the pattern of such breaches.
56.	Northern Powergrid	We do not believe that a specific number of breaches should be stated as this will depend on the specific circumstances involved. There may be customers who breach on a seasonal basis compared to repeated

		events within a specific time period and these will need to be considered by the DNO on a case by case basis.
57.	Npower	For clarity this should be a defined number of instances within a defined period. Instances should not be counted within too short a period. Perhaps 6 months which have a breach within a 12 month period?
58.	Power Data Associates Ltd	To understand this, need to understand the problem seeking to be solved.
59.	Premier Energy Services Ltd	It's not the number of times. I think a more consultative approach with and agreed programme of improvements and milestones needs to be worked out. If it's not all sorted over a two year period then I think it could be more onerous. This situation has been going on for decades and just to sort it out in one month is asking a lot.
60.	SSE Energy Supply Ltd	Three times in any twelve month period. Given the NHH sites would record a single kVA value for the month, irrespective of the number of 30 minute periods a HH site breaches in a month, they're counted as a single breach, i.e. three months before action is invoked. The agreed number of occasions should be stated in the draft.
61.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	We agree with the view that there should be a pragmatic approach based on the impact of the breach but with a backstop of four instances of breach.
62.	SP Manweb PLC & SP Distribution Ltd	We consider that setting a limit is both dangerous and impossible to manage as it sends out the message that a certain number of breaches are in fact acceptable. A „sliding scale“ approach, based upon pragmatism and proportionality, is more appropriate dependent upon the materiality of the breach and impact on the network.
63.	ScottishPower Energy Retail Ltd	A minimum of 4 breaches in a rolling 12 month period with consideration for the impact of faults, supply start up/shut downs, linked MPANS, Site Specific arrangements and seasonal loads. There needs to be adequate analysis, flexibility and dialogue before a “breach” is reported. Care should be taken to ensure automated processes do not result in multiple communications with customers where breach reasons have been established and agreed.
64.	UK Power Networks	This would be dealt with on a pragmatic site by site basis based on impact as singular or occasional excess usage can have severe consequences as can frequent repeated excess usage over time. It should therefore not be hard coded but based on engineering judgement that would be expected to form part of the notice

		under clause 12.4
65.	Western Power Distribution	Western Power Distribution believes that this should be based on a combination of frequency of breach (volume 3 times in a rolling 12 month period would seem appropriate) and geared to the % excess of the customers MIC/MEC. This would provide for the ability to filter for those customers having a material breach. Such rules would communicate a more transparent approach to the customer.
DCP 115 Questions		
Do you understand the intent of DCP 115?		
66.	DCWW Welsh Water	Yes
67.	Electricity North West	Yes DCP115 will ensure that there are sufficient rights within the National Terms of Connection (section 3) to react to non utilisation of agreed Maximum Import and Export Capacity Distributors have with customers.
68.	GTC	Yes
69.	Northern Powergrid	Yes
70.	Npower	Yes
71.	Power Data Associates Ltd	No. The intent is to change the NTC, but clarity of what problem this CP is seeking to address and the benefits of solving that problem are not stated in the consultation document.
72.	Premier Energy Services Ltd	Yes
73.	SSE Energy Supply Ltd	Yes
74.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	Yes

75.	SP Manweb Plc & SP Distribution Ltd	Yes we understand the intent of DCP 115
76.	ScottishPower Energy Retail Ltd	Yes
77.	UK Power Networks	Yes
78.	Western Power Distribution	Yes, Western Power Distribution fully understands the intent of DCP 115
Are you supportive of its principles? Provide supporting comments.		
79.	DCWW Welsh Water	Yes – customer contact again is key.
80.	Electricity North West	Yes, we believe this is a necessary change to help support Distributors in discharging its obligations in managing the network in an efficient, co-ordinated and economical way.
81.	GTC	Yes
82.	Northern Powergrid	Yes. This proposal will assist DNOs in the fulfilment of their statutory duties including the developing and maintaining an efficient, co-ordinated and economical distribution network.
83.	Npower	Yes, we recognise that currently Distributors do not have the powers to address this scenario although any new powers should be reasonable.
84.	Power Data Associates Ltd	<p>The customer is being billed for the capacity (that they are not apparently using at the time) but they are paying for reserving that capacity. If the CDCM attributes these costs correctly then what is the problem?</p> <p>If a distributor wishes to 'free up capacity' to minimise a need for local reinforcement in a particular location then they could approach customers and discuss the benefits (even make them a financial offer) to encourage the customer to reduce their 'unnecessary' reserved capacity. But I do not see why the distributor should be able to give notice to force that to happen.</p> <p>How and where does the Distributor send a notice? They will not have up to date contact details – site address is never an effective place to send contractual documents. Would the notice be better served on supplier, who reflect through to customer? Appreciate this adds admin on the supplier, but that is part of the consequence of 'supplier hub' principle.</p>

		<p>Some peaks in consumption will be transient – flood pumps, fire pumps, grain driers, road tunnel ventilation fans, stand-by supplies, summer air conditioning load, winter heating load, Network rail points heaters, etc. The short term demand may not be apparent over a six month period. The capability may be intermittent, and not even get used year to year – but when it is the capacity must be available – that is exactly why the capacity is being retained by the customer, and paid for.</p> <p>Other examples may include a currently empty premises (office or factory unit), the owner may be willing to retain (and pay for) the capacity until a new tenant appears. If the capacity is 'given up' when a tenant wishes to use the premises, the distributor then wants to charge £x for reinforcement.</p>
85.	Premier Energy Services Ltd	No, not the way it is proposed.
86.	SSE Energy Supply Ltd	Yes
87.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	Yes. We believe that it is reasonable to give Distributors clearer and more robust means of dealing with situations where there is persistent lack of use (in part or in full) of import or export network capacity. This Change Proposal should better enable Distributors to manage their networks effectively, efficiently and economically in line with their obligations.
88.	SP Manweb PLC & SP Distribution Ltd	Yes we are supportive of the principles of DCP 114
89.	ScottishPower Energy Retail Ltd	In general it would be a positive step to address under and over utilisation issues however considerable care is required to ensure consistent application of rules and communications so as not to advantage or disadvantage customers depending on their Distribution Network Operator.
90.	UK Power Networks	Yes
91.	Western Power Distribution	Western Power Distribution is supportive of its principles. The CP will allow a DNO to better manage its network and ensure customers are not overspending on capacity charges. It will also result in the "freeing-up" of capacity for the network and thus allow a DNO to better fulfil their statutory obligations regarding the operation of an economical network and will prevent speculative reservation of capacity in particular for

		generation.
Is the drafting set out in the NTC proposed drafting to Clauses 12.9 and 12.10 consistent with Clauses 12.6 to 12.8?		
92.	DCWW Welsh Water	Yes
93.	Electricity North West	Clauses 12.9 and 12.10 should be retained but it would be more appropriate to have them listed under a more appropriate title i.e. it currently looks like they form part of "under utilisation of capacity" when in reality they are more general terms associated with capacity. If an alternative title is not proposed you may wish to consider moving them to follow on from clause 12.2. They certainly do not live under the title of "under utilisation of capacity"
94.	GTC	Yes
95.	Northern Powergrid	We believe the drafting is consistent.
96.	Npower	Yes
97.	Premier Energy Services Ltd	Ask a lawyer.
98.	SSE Energy Supply Ltd	Yes
99.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	<p>Clause 12.10 may have potential for inconsistency with Clauses 12.6 and 12.7 in some circumstances.</p> <p>For example, the Distributor and customer could agree a reduction in capacity for a site but the customer then does not import or export any electricity for a six month continuous period.</p> <p>In such an event, the Distributor does not appear to be able to exercise the rights set out in the "new" Clause 12.6 until 12 months have expired from the capacity reduction agreement date, as opposed to the "at any time thereafter" stated in the draft.</p> <p>The wording of Clause 12.10 states that the 12 month period can be waived if "the Company expressly agrees", but this suggests agreement by the Distributor to a customer request rather than the exercise of rights by the Distributor.</p>
100.	SP Manweb PLC & SP Distribution Ltd	Whilst we consider that Clauses 12.9 and 12.10 are appropriate and consistent with the intentions of Clause 12 generally, we believe they should be retained under a more appropriate title to differentiate them from the preceding clauses, e.g. "Requests to Vary Maximum Import Capacity/Maximum Export Capacity".

101.	UK Power Networks	Yes
102.	Western Power Distribution	<p>The proposed drafting of clauses 12.9 and 12.10 has no impact on 12.6 relating to termination of the Connection Agreement in the event of the customer ceasing to utilise the connection.</p> <p>It is unclear whether Clauses 12.9 and 12.10 are only intended to relate to instances of underutilisation of capacity or whether they should apply to over utilisation too. If they apply only to underutilisation then we see no inconsistency. If however, they are intended to apply to both under and over utilisation then to provide clarity they may be better placed directly following clause 12.2.</p> <p>It would seem appropriate to use the same Disputes Resolution process described for both CP's as opposed to them being different as this would give clarity and consistency to the customer.</p>
Questions relating to both CPs:		
Do you have any comments on the proposed legal drafting?		
103.	Electricity North West	<p>DCP114</p> <p>Amend 12.4 3 to the following and consider moving to the top of the three sub clauses.</p> <p>12.4.3 notify the Company of its intent to comply with the notice, or serve a counter notice indicating the timescale by which this can be achieved</p> <p>As indicated in our response to "repeated breach" we believe that there should be no such term, and any further right should be as a consequence of customer engagement</p> <p>If the Customer fails to act in accordance with Clause 12.4 or following repeated breaches of Clause 12.3</p> <p>"Connection Charging Methodology Statement" needs to be added as a defined term for this section of the NTC.</p>

		<p>Consideration needs to be given to the use of “install additional equipment” to see if they can be aligned to the defined terms we have in this section. We need probably to use the term Company’s Equipment in some way which is a defined term. A suggested alternative is:</p> <p>12.5.2 replace the Company’s Equipment or any part thereof with Plant and/or Apparatus install additional equipment at the Connection Point to limit the import of electricity from and/or export to the Distribution System to the Maximum Import Capacity and/or the Maximum Export Capacity and recover any reasonable costs incurred from the Customer in so doing.</p> <p>DCP115</p> <p>Clause 12.6 – “ and terminate this agreement” is superfluous. It infers that we can terminate this agreement for De-energisation which is not the case. It automatically terminates for Disconnection and that clause is covered off under Clause 19.1. Please delete or refer to Clause 19.1.</p> <p>Clause 12.7.2 – “plant” and “apparatus” are defined terms in this section. Is the use of such terms one and the same? If so capitalise each.</p>
104.	Npower	Section 12.5: The Customer should be given notice of what action is to be taken. The decision of appropriate action is not made by the company until after the initial Customer notice.
105.	Power Data Associates Ltd	<p>Notices can not be effectively served on the site address – which may be unoccupied, unmanned, or ignored as site staff do not understand the significance.</p> <p>30 days is a short for the notice period</p>
106.	Premier Energy Services Ltd	I am not a lawyer so can’t comment professionally but they do appear to need more safeguards.
107.	ScottishPower Energy Retail Ltd	<ul style="list-style-type: none"> ➤ DCP114 - 12.5 define “repeated breaches” for clarity ➤ DCP114 - Was it the intention to allow the customer to do nothing under clause 12.4.3 and if so, could the breach continue indefinitely if “repeated breaches” remains unclear? ➤ DCP115 does not provide the customer with the option to do nothing whereas DCP114 allows the customer to take no action under 12.4.3

		<ul style="list-style-type: none"> ➤ DCP114 (12.5.1) wording for method of calculation of increase is ambiguous and wide open for interpretation which may lead to customers in some areas being disadvantaged. ➤ DCP114 (12.5.1) Has no indication of timescales for application of increase or method of notification to customers and suppliers of change and effective date ➤ DCP115 (12.7) What is the basis of the 75% figure and does it take into account seasonal supplies where the demand is concentrated for only a few months of the year?
108.	Western Power Distribution	<p>The drafting and intent generally appears fit for purpose. However, further clarity is required in areas already alluded to in this response.</p> <p>There may also be a requirement to consider further the prescribed timescales and threshold levels to ensure they are both reasonable and practicable to administer.</p>
Are there any alternative solutions that the Working Group has not considered?		
109.	DCWW Welsh Water	No
110.	Electricity North West	No.
111.	GTC	None that we are aware of.
112.	Northern Powergrid	No
113.	Npower	None at this time.
114.	Power Data Associates Ltd	Not easy to comment when the problem seeking to be solved is not stated.
115.	Premier Energy Services Ltd	<p>In our business, where building sites are up for redevelopment we need a mechanism to secure the Availability for that site even though electricity is not being drawn so that when the new development proposals are submitted then there cannot be a sudden reinforcement cost. If the developer is willing to pay but the capacity is lost after 6 month of ownership of the site then it is not fair.</p> <p>We would welcome a method of securing these loads without the need to have a meter installed.</p>
116.	SSE Energy Supply Ltd	No

117.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	We have not identified any.
118.	SP Manweb PLC & SP Distribution Ltd	None
119.	ScottishPower Energy Retail Ltd	The working group may consider penalty charges for excessive capacity to incentivise customers to proactively manage their maximum capacity in line with actual demand.
120.	UK Power Networks	No
121.	Western Power Distribution	None that we are aware of.
Are the safe guards in place to protect customers in terms of unfair reductions sufficient?		
122.	DCWW Welsh Water	Yes
123.	Electricity North West	The processes include and allow for customer interaction. However clarification on the disputes process would be helpful regarding whether covered by section 19, 21 or 22. We recently had a DCUSA change (DCP079) defaulting this agreement to Section 21 under certain conditions.
124.	GTC	<p>Arrangements need to ensure that the customers' rights are maintained and that distributors do not have the right to claw back capacity where they have a requirement for such use. To this end rights of appeal to Ofgem must be permitted and must be notified to the customer in any notice from the distributor to claw back capacity.</p> <p>Where capacity is clawed back then consideration must be given as to whether and the extent that any capital contributions made by the customer (including capitalised charges for operation and maintenance should be refunded to the customer)</p>
125.	Northern	We believe the safeguards are sufficient.

	Powergrid	
126.	Npower	Yes, if there is sufficient evidence to suggest that they (the Customer) have acknowledged receipt of all communication from the Distributor. Some Consumers may have a genuine requirement for capacity which falls within the 75% and this should be recognised.
127.	Power Data Associates Ltd	No – the customer could have paid £000's for the capacity to be provided and this capacity can all be removed by the submission of a notice and expiry of 30 days. Or £y of reinforcement charges suddenly become due for payment.
128.	Premier Energy Services Ltd	No
129.	SSE Energy Supply Ltd	What measures will be in place to ensure the Company's notice of intent to the Customer is received by the appropriate authority within the Customer organisation, and therefore allow the opportunity for a counter notice to be served (e.g. Correspondence addressed to vacant sites).
130.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	Yes
131.	SP Manweb PLC & SP Distribution Ltd	We consider the obligation upon DNOs to take proportionate action to be sufficient.
132.	ScottishPower Energy Retail Ltd	We are not aware of any safeguards being made clear in the consultation. In terms of the number of days notice before action is taken we have stated above that we think that is insufficient.
133.	UK Power Networks	Yes
134.	Western Power Distribution	We consider that the underutilisation threshold of 75% is an adequate safeguard particularly for customers who may have reasonably varying demand. We believe that 30 day period to either remedy the breach, or in Clause 12.8 to provide counter notice, will provide adequate safeguards for the broad customer base.
Do you have any further comments?		

135.	Electricity North West	<p>In clause 12.6 is the 'and' statement only relevant to Disconnection. If so it is irrelevant since the connection agreement lapses on Disconnection.</p> <p>If related to De-energisation, a) it should be moved to before "or Disconnect" and b) how does this impact the distributors responsibility to maintain the Connection Point.</p> <p>Electricity act S16,</p> <p>"(a)any reference to making a connection includes a reference to maintaining the connection (and continuing to provide the necessary electric lines or electrical plant);</p> <p>(b)any reference to requiring a connection includes a reference to requiring the connection to be maintained (and the continued provision of the necessary electric lines and electrical plant); and</p> <p>(c)any reference to the provision of any electric line or electrical plant is a reference to the provision of such a line or an item of electrical plant either by the installation of a new one or by the modification of an existing one."</p> <p>By reducing the capacity to zero the customer may well have the necessary lines in place but no provision to use them.</p> <p>Relevant DCUSA Clause in question</p> <p>"If at any time the Customer neither imports or exports any electricity to or from the Distribution System through the Connection Point for a continuous period exceeding 6 months then the Company may at anytime thereafter notify the Customer in writing of its intention to De-energise or Disconnect the Connection Point and reduce the Maximum Import Capacity and/or the Maximum Export Capacity to zero and terminate this Agreement."</p> <p>We understand the logic behind such instances but reducing to Zero for sites may be difficult to deliver.</p>
136.	Npower	<ul style="list-style-type: none"> - Only actual data should be used (not estimated HH) for this purpose. - Where the HH data is consistently zero it is possible that the site will be empty hence any communication

		sent by Distributor to the connection agreement holder may not reach them? In these instances will Distributor proceed with de energisation action? If so will they need a warrant?
137.	SSE Energy Supply Ltd	A generator could be on fault for 6 months and lose access capacity to the network. A mechanism to communicate the reasons for the extended outage would be required to safeguard generators/customers whilst they carry out repairs.
138.	ScottishPower Energy Retail Ltd	<ul style="list-style-type: none"> ➤ Clarity required to ensure consistency and transparency between DNO companies in both the method of calculation, the communication process to suppliers and customers and the format and content of communication. Otherwise there is a risk that some customers will be disadvantaged depending on distributor and location. ➤ Suppliers could be at risk of increased contact or customer complaints if communications to customers are unclear, correspondence should clearly state the DNO contact information ➤ Is there a risk certain customers could receive very regular automated contact from the DNO if they constantly opt to do nothing in accordance (12.4.3). What systems will be in operation to capture feedback from customers to ensure feedback is recorded and acted upon ➤ Distribution Network Operators must have available and accurate connection agreement records to ensure the benchmark basis of the breach is reliable. Customers should not be contacted in relation to a breach if the DNO records are unreliable, missing or out of date ➤ What is the proposal for reversing an incorrectly applied change resulting from the DNO not contacting the correct and responsible party and is it envisaged that a change may take place without any contact being made? ➤ It is not helpful to have wording such as "<i>increase the capacity to such amount as the company reasonably considers to be appropriate</i>" as this leaves the method of calculation ambiguous ➤ Rules over over-utilisation appear more vague than under-utilisation in relation to effective from date of amend MIC