

# DCP 100 Draft Legal Text

## Version 1

### SECTION 2A

#### 20. BILLING AND PAYMENT BY SETTLEMENT CLASS

##### Reconciliation Account

20.4 Where a subsequent Daily Statement for any Settlement Day indicates that, as a result of a subsequent Reconciliation Run or Post-Final Settlement Run, the Use of System Charges in respect of that Settlement Day are different from those previously billed, the Company shall calculate such difference and the interest thereon and shall submit an account (the **Reconciliation Account**) in respect of such difference to the User as soon as is reasonably practicable after the end of each charging period. Such interest shall be calculated in accordance with the provisions of Schedule 3.

20.5 Within ~~10 Working Days~~<sup>14 days</sup> of the date of an Initial Account or Reconciliation Account submitted in accordance with Clause 20.3 or 20.4, the User shall pay to the Company all sums due in respect of such Initial Account or Reconciliation Account in pounds sterling by electronic transfer of funds to such bank account (located in the United Kingdom) as is specified in the Initial Account or Reconciliation Account, quoting the Initial Account or Reconciliation Account number against which payment is made and/or such other details as the Company may reasonably require.

#### 21. SITE-SPECIFIC BILLING AND PAYMENT

21.3 Within ~~14 days~~<sup>10 Working Days</sup> of the date of an account submitted in accordance with Clause 21.2, the User shall pay to the Company all sums due in respect of such account by electronic transfer of cleared funds to such bank account (located in the United Kingdom) as is specified in the account, quoting the account number against which payment is made and/or such other details as the Company may reasonably require.

#### 22. TRANSACTIONAL CHARGES

22.3 Within ~~22 Working Days~~<sup>30 days</sup> of the date of an account submitted in accordance with Clause 22.2, the User shall pay to the Company all sums due in respect of such account in pounds sterling by electronic transfer of cleared funds to such bank account (located in the United Kingdom) as is specified in the statement, quoting the invoice number against which payment is made.

### SECTION 2B

#### 44. BILLING AND PAYMENT

44.4 Within ~~14 days~~<sup>10 Working Days</sup> of the date of an account submitted in accordance with Clause 44.2 or Clause 44.3, the User shall pay to the Company all sums due in respect of such account in pounds sterling by electronic transfer of cleared funds to such bank account (located in the United Kingdom) as is specified in the account, quoting the

account number against which payment is made and/or such other details as the Company may reasonably require.

## 45. TRANSACTIONAL CHARGES

45.3 Within ~~30 days~~ 22 Working Days of the date of an account submitted in accordance with Clause 45.2, the User shall pay to the Company all sums due in respect of such account in pounds sterling by electronic transfer of cleared funds to such bank account (located in the United Kingdom) as is specified in the account, quoting the account number against which payment is made, or by other methods as the Company and the User may agree.

## SCHEDULE 4

### 1 Billing and Payment Disputes under Section 2A

1.3 A dispute shall be a **Designated Dispute** for the purposes of this Paragraph 1 where within ~~14 days~~ 10 Working Days of receiving a request for payment the User in good faith (i) notifies the Company that one or more of the circumstances mentioned in Paragraph 1.3(a) and (b) applies to the request, and (ii) provides the Company with a statement and explanation of the amount in dispute. Those circumstances are:

(a) that, in the calculation by the Company of the charges in question, there is a **manifest error**, being either (i) an error in the information used for, or (ii) an arithmetical error in, that calculation which is apparent on the face of the relevant account, or (iii) an error which, not being apparent thereon, the User nevertheless in good faith believes will be shown to be present in the calculation upon investigation; and/or

(b) that, for a Metering Point or Metering System within Clause 19.5.1, the Company has chosen not to use the half-hourly data (whether actual or estimated) provided by the Data Collector for the purposes of Settlement in calculating Use of System Charges, and the User disputes the accuracy or validity of the data actually used.

1.4 Disputes about the matters listed at Paragraph 1.4(a) and (b) are not Designated Disputes and Paragraph 1.2 shall not apply (except in the case of a manifest error) where:

(a) the Company has invoiced Use of System Charges in accordance with Clause 19.5; or

(b) the Company has used estimated data in accordance with Clause 21.2.1.

1.5 Where, other than in the case of a Designated Dispute, within ~~14 days~~ 10 Working Days of receiving a request for payment the User in good faith provides the Company with a statement and explanation of the amount of the charges in dispute:

(a) the User shall pay the total amount of such charges as they fall due in accordance with Clause 19.6;

(b) the Company and the User shall use reasonable endeavours to resolve the dispute in good faith;

(c) where the dispute remains unresolved after 20 Working Days, either the Company or the User may refer the dispute to arbitration in accordance with Clause 58; and

(d) following resolution of the dispute, any amount agreed or determined to be repayable (including where appropriate any interest paid pursuant to Clause 23.3) by the Company shall be paid within 20 Working Days after such agreement or determination, and interest shall accrue on such amount from the date on which such amount was originally paid by the User until the date of repayment at 1% per annum above the base rate during such period of Barclays Bank plc, compounded annually.

2.3 A dispute shall be a **Designated Dispute** for the purposes of this Paragraph 2 where within ~~14 days~~ 10 Working Days of receiving a request for payment the User in good faith (i) notifies the Company that one or more of the circumstances mentioned in Paragraph 2.3(a) and (b) applies to the request, and (ii) provides the Company with a statement and explanation of the amount in dispute. Those circumstances are:

(a) that, in the calculation by the Company of the charges in question, there is a **manifest error**, being either (i) an error in the information used for, or (ii) an arithmetical error in, that calculation which is apparent on the face of the relevant account, or (iii) an error which, not being apparent thereon, the User nevertheless in good faith believes will be shown to be present in the calculation upon investigation; and/or

(b) that the Company has chosen not to use the data (whether actual or estimated) provided in accordance with Clause 43.6 in calculating Use of System Charges, and the User disputes the accuracy or validity of the data actually used.

2.4 Disputes about the matters listed at Paragraph 2.4(a) and (b) are not Designated Disputes and Paragraph 2.2 shall not apply (except in the case of a manifest error) where:

(a) the Company has invoiced Use of System Charges in accordance with Clause 43.6; or

(b) the Company has used estimated data in accordance with Clause 44.3.

2.5 Where, other than in the case of a Designated Dispute, within ~~14 days~~ 10 Working Days of receiving a request for payment the User in good faith provides the Company with a statement and explanation of the amount of the charges in dispute:

(a) the User shall pay the total amount of such charges as they fall due in accordance with Clause 43.7;

(b) the Company and the User shall use reasonable endeavours to resolve the dispute in good faith;

(c) where the dispute remains unresolved after 20 Working Days, either the Company or the User may, on notice to the other:

(i) refer the dispute to arbitration in accordance with Clause 58; or

(ii) elect not to rely on arbitration, in which case arbitration shall not apply and either of them may refer the dispute to the Authority for its determination, which shall be final and binding; and

(d) following resolution of the dispute, any amount agreed or determined to be repayable (including where appropriate any interest paid pursuant to Clause 46.3) by the Company

shall be paid within 20 Working Days after such agreement or determination, and interest shall accrue on such amount from the date on which such amount was originally paid by the User until the date of repayment at 1% per annum above the base rate during such period of Barclays Bank plc, compounded annually.

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