

DCP 054 – Legal Drafting

Theft of Electricity

Amend Clause 1

<u>Revenue Protection Activity</u>	<u>means an activity relating to actual or suspected Theft of Electricity, including the identification, prevention, investigation and/or resolution of cases of Theft of Electricity, and any other activity within the subject matter of the Revenue Protection Code of Practice.</u>
<u>Revenue Protection Agent</u>	<u>has the meaning given to that term in the Revenue Protection Code of Practice.</u>
Revenue Protection Code of Practice	means the code of practice of that name <u>set out in Schedule [TBC]</u> ¹ , detailing the rights and obligations of certain persons in relation to the prevention of meter interference and other forms of illegal abstraction of electricity.
<u>Revenue Protection Service</u>	<u>means any service provided by a person to another person in respect of one or more Revenue Protection Activities.</u>
<u>Theft of Electricity</u>	<u>includes (but is not limited to) Theft In Conveyance, the circumstances described in paragraph 4 of schedule 6 to the Act, and the circumstances described in paragraph 11 of schedule 7 to the Act.</u>

.....
Amend Clause 32

¹ Add CoP as a new schedule with earliest available number, and insert that number here. Update contents page accordingly.

32.1 The Company shall comply with the obligations of the ‘Distributor’ (and of the ‘Distributor’s’ Revenue Protection Agent) set out in the Revenue Protection Code of Practice (or procure that another person undertakes such obligations on the Company’s behalf).

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32.2 The User (where it is a Supplier Party) shall comply with the obligations of the ‘Supplier’ (and of the ‘Supplier’s’ Revenue Protection Agent) set out in the Revenue Protection Code of Practice (or procure that another person undertakes such obligations on the User’s behalf).

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32.3 ~~32.4~~ Where the Company provides a ~~Revenue~~ ~~Protection~~ ~~Service~~ to the User under this Agreement, it shall do so in accordance with the obligations of the ‘Supplier’ under provisions of the Revenue Protection Code of Practice. Charges for the services so provided shall be calculated in accordance with those specified as applicable to such services in the Relevant Charging Statement and shall be paid in accordance with the provisions of this Section 2A.

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32.4 The Revenue Protection Code of Practice establishes a minimum standard. Nothing in this Clause 32 shall prevent a Party providing or procuring a Revenue Protection Service that goes beyond the obligations set out in the Revenue Protection Code of Practice.

~~32.2~~ The User shall comply with its obligations under the Revenue Protection Code of Practice.

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~~32.3~~ The Company and the User (where it is a Supplier Party) agree that, in enforcing their respective rights in relation to the unlawful abstraction of electricity, there shall be a rebuttable presumption that Theft In Conveyance is the responsibility of the Company and that all other unlawful abstraction is the responsibility of the User.

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Add new Schedule

[Add the attached code of practice as a new schedule in accordance with footnote 1.]

W&Co – 8 July 2013

Wragge & Co LLP
8 July 2013