

Housekeeping Change 20

Clause 1

Supplier/DG Party means a Supplier Party or a DG Party (and Supplier/DG Parties shall mean the Supplier Parties and the DG Parties collectively).

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Clause 15.3.1

15.3.1 only create rights and obligations between DNO Parties or IDNO Parties (on the one hand) and Supplier/DG Parties ~~or DG Parties~~ (on the other), and shall not create rights or obligations between DNO Parties/IDNO Parties and other DNO Parties/IDNO Parties or between ~~Supplier Parties/DG Parties~~ and other ~~Supplier Parties/DG Parties~~;

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Clause 36.3.1

36.3.1 only create rights and obligations between DNO Parties/IDNO Parties and other DNO Parties/IDNO Parties, and shall not apply to Supplier/DG Parties ~~or DG Parties~~;

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Clause 54.2¹

54.2 For so long as an Event of Default is continuing, where a Supplier/DG Party ~~and/or a Supplier Party~~ is a User under Section 2A, or where an IDNO Party or a DNO Party is a User under Section 2B, and, in either case, that Party is a Breaching Party pursuant to:

¹ Please note that Housekeeping change 6 (above) also amends clause 54.2.

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54.2.1 Clause 54.1.1 or 54.1.6, any Party to whom the obligations in question were owed shall be entitled to suspend its performance of the services described in Section 2 to the Breaching Party by notice in writing to the Breaching Party; and

54.2.2 any other provision of Clause 54.1, any Party shall be entitled to suspend its performance of the services described in Section 2 to the Breaching Party by notice in writing to the Breaching Party,

and the Breaching Party shall pay to the suspending Party an amount equal to any reasonable costs incurred by such Party as a result of such suspension.

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Clause 19.9

19.9 Notwithstanding Clause 15.3, ~~t~~The Company may charge the User Use of System Charges calculated by reference to electricity assessed to have been supplied to a Customer while a customer of the User during a period in which the User was supplying electricity to that Customer in accordance with a last resort supply direction issued by the Authority in accordance with Condition 29 of the User's Supply Licence from the time that the direction takes effect. This right subsists from the date on which the last resort supply direction takes effect, and continues regardless of whether the Metering Point applying to the Customer is registered to the User in accordance with the Master Registration Agreement, until such time as the relevant Metering Point is registered to another supplier in accordance with the terms of the Master Registration Agreement.

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Clause 42.3

42.3 Subject to Clause 42.4, The User may propose an Alternative Solution in respect of the Connection Point. The Company and the User shall negotiate in good faith the terms of any such proposal. The proposal must allow for the accurate provision of the data referred to in Clause 42.1, and must include a mechanism for resolution of data disputes, and for the outcome of such disputes to be recognised in subsequent invoices. If agreement has not been reached within 20 Working Days, either of the Company or the User shall be entitled to refer the matter to the Authority, pursuant to Condition 4E of the Company's Distribution Licence. The Company and the User shall give effect to the determination of the Authority.

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Schedule 13, clause 7.4

- 7.4 Upon termination of this BCA the User shall allow the Company at its sole option to Disconnect, and to enter the User's premises in order to Disconnect, the Connection Point and shall pay to the Company all sums then due and payable or accrued due under this BCA and any costs incurred by the Company in Disconnecting the Connection Point and removing the Company's Connection Equipment and/or the User's Connection Equipment and re-instating the Company's Pp premises or those of any Affiliate.

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Clause 21.2.1

Submission of Account

21.1 As soon as is reasonably practicable after the end of each charging period, the Company shall submit to the User an account specifying the Use of System Charges payable for the whole or any part of that charging period. Such account shall be based on:

21.2.1 data from metering equipment or any Equivalent Meter provided by the User in accordance with Clause 29.2-3 or, where actual data are not available, estimated data prepared in accordance with methods of estimation established under the Balancing and Settlement Code by the relevant Data Collector; and

21.2.2 other data as specified in the Relevant Charging Statement and/or the relevant Connection Agreement,

provided that the Company may use estimated data prepared by the Company where the User fails to provide the data under Clause 21.2.1 and 21.2.2, and, where an account is based on estimated data, the account shall be subject to any adjustment which may be necessary following the receipt of actual data from the User.