

DCUSA DCP 018 Consultation Responses – Collated Comments

Question One	Does the proposed CP better facilitate the DCUSA Objectives? Please state which objective(s) and give supporting comments.
CE Electric UK	<p>Yes the original proposal, DCP018, better facilitates DCUSA objective 1: <i>The facilitation of effective competition in the generation and supply of electricity and (so far as is consistent therewith) the promotion of such competition in the sale, distribution and purchase of electricity.</i></p> <p>The original wording of clause 29 dates from a time before the introduction of competition and the costs associated with the clause could be a barrier to new market entrants. The new wording brings the clause into line with the current competitive environment.</p>
Central Networks East and Central Networks West	<p>Central Networks believes that the Change Proposal better facilitates the development, maintenance and operation by the DNO Parties and IDNO Parties of an efficient, co-ordinated and economical Distribution Networks by seeking to introduce certain defined data which a supplier will be obliged to provide free of charge to both DNO and IDNO Parties.</p>
EDF Energy Networks	<p>Yes it facilitates objective 2 regarding competition as it allows new entrants to understand the data that must be provided.</p>
The Electricity Network Company Ltd	<p>Paragraph 22.9 of Distribution Licence Condition 22 states that the provisions of DCUSA</p> <p><i>“... must ensure that the question of whether any proposed amendment better facilitates the achievement of the Applicable DCUSA Objectives is able to be properly evaluated.”</i></p> <p>Clause 10.4.5 of DCUSA states that a Change Proposal must contain:</p> <p><i>“a statement of the reasons why the Proposer believes that this agreement would, if the proposed variation were made, better facilitate the achievement of the DCUSA Objectives than if that variation were not made.”</i></p> <p>The change proposal or the change report has not met this requirement.</p> <p>We note that in their original change proposal Eon argue that the proposal better facilitates the objective of:</p>

	<p><i>"The facilitation of effective competition in the generation and supply of electricity and (so far as is consistent therewith) the promotion of such competition in the sale, distribution and purchase of electricity".</i></p> <p>Also, in their business justification Eon argue that</p> <p><i>This clarification provides a reflection of the current situation of a competitive electricity Supply and Distribution market. The original wording was based on a position before competition was introduced, and the costs associated with this clause may prove a barrier to new market entrants.</i></p> <p>We would comment that the current drafting is that which was developed for DUoS agreements pre market opening in 1998. Such agreements were developed for the sole purpose of introducing competition in supply. Therefore, we do not agree that this change better facilitates the achievement of the above objective.</p> <p>Also, we do not agree that DCP18A satisfies either the DCUSA objectives or the business justification put forward by Eon.</p> <p>Additionally, the change report makes no reference on what work the working group did to consider each of the change proposals against the relevant objectives. This is an important omission. We believe it is important that the group should have undertaken some work in assessing which of the two options, in their view, better facilitates the achievement of these objectives, where appropriate giving reasons for such view.</p> <p>DCP18 may better facilitate objectives 3 and 4, namely:</p> <p><i>"The efficient discharge by the DNO and IDNO parties of obligations imposed upon them in their Distribution Licences"</i> and</p> <p><i>"the promotion of efficiency in the implementation of this agreement".</i></p> <p>This is because clarifying the scope of information that is to be included will improve clarity and reduce the chance of any ambiguous interpretations.</p> <p>However, DCP 18A does not better facilitate any of the objectives. The costs of operating the distribution system, including the procuring of relevant information are ultimately borne by suppliers through DUoS charges. If suppliers are to charge for the provision of information then distributors will ultimately recharge these costs to suppliers through the DUoS charge.</p>
--	--

	<p>Therefore, the proposal would appear to introduce cost and inefficiency.</p> <p>Information requests from distributors to suppliers should be consistent with the DCUSA objective of:</p> <p style="text-align: center;"><i>“the development, maintenance and operation by the DNO parties and IDNO parties of efficient, co-ordinated, and economical Distribution Networks”</i></p> <p>This is because, by having relevant information about electricity conveyed across their distribution system to Exit Points and Entry Points, distributors will be able to plan and operate their distribution systems more effectively. We would support a change that achieved this objective.</p>
Electricity North West Limited	<p>The title of the CP is ‘clarification of provision of metering data’. DCP018 provides for such a clarification and as such better facilitates the DCUSA Objective:</p> <p style="text-align: center;"><i>the promotion of efficiency in the implementation and administration of this agreement</i></p> <p>by making it clear what metering data will be provided rather than the current terminology which could be interpreted in different ways. It also tidies up the legal text picking up some housekeeping changes.</p>
Npower Group	<p>DCP18A clearly defines what metering data is provided by Users to Companies free of charge, and details that a mechanism for providing additional data, at a reasonable cost, is available via agreement between the applicable parties. The inclusion of this clear definition within DCUSA will be of assistance to all parties, but in particular to new entrants to the market who, following the implementation of DCP18A, would be able to clearly identify what data they will be provided by Suppliers free of charge, and will also be able to identify that if they have data requirements over and above these that a mechanism exists to procure this data. In light of the above, we believe that DCP18A will better facilitate DCUSA Objective 1 as this increased clarity will help to facilitate effective competition.</p> <p>We believe that the drafting of DCP18, in particular that of Clause 29.4, could be open to interpretation and in fact that rather than clarify the data that is covered by the Clause (as is the intent of the CP) it actually creates less clarity than exists with the current DCUSA Drafting. Bearing the above comment in mind, we do not believe that the drafting of DCP18 would better facilitate any of the DCUSA objectives, and furthermore we do not believe that</p>

	<p>the drafting is in line with the intent of the CP.</p> <p>[DCUSA Objective 1 - <i>The facilitation of effective competition in the generation and supply of electricity and (so far as is consistent therewith) the promotion of such competition in the sale, distribution, and purchase of electricity</i>]</p>
ScottishPower Energy Retail Ltd	Agree with the objective quote in the original CP. Further, SPERL believe that 18A would better meet this objective when compared with either the original and particularly the worked version (18).
SP Distribution/ SP Manweb	<p>As drafted, SPD/SPM do not support either change proposal.</p> <p>As drafted, SPD/SPM do not believe either change proposal better facilitates the DCUSA objectives.</p>
Western Power Distribution	<p>YES</p> <p>The change proposal better facilitates objective 3.1.1. of the DCUSA; “the development, maintenance and operation by the DNO Parties and IDNO Parties of efficient, co-ordinated, and economical Distribution Networks”</p> <p>as it ensures the DNO will receive all the data it needs from metering systems to assist in planning the network.</p> <p>The change proposal also better facilitates objective 3.1.4. of the DCUSA; “the promotion of efficiency in the implementation and administration of this Agreement”</p> <p>as it clarifies the requirements for the provision of metering data which aids efficiency.</p>
Question Two	Are there any other alternative solutions you would like to be considered by the DCP 018 Working Group?
CE Electric UK	No
Central Networks East and Central Networks West	None

EDF Energy Networks	<p>Yes.</p> <p>The drafting in both options has removed the phrase at existing Clause 29.4.2 which required data to be collected and provided in compliance with the requirements of the Relevant Charging Statement. It appears to rely instead on amending the wording of existing Clause 29.6 so that provision of data is in accordance with timescales of the BSC. However, our understanding is that the BSC does not define timescales for HH metering data to be provided to the LDSO by the DC. Instead, we understand that the BSC provides timescales for when aggregated data must be submitted by the DA (and so it is between the DC and DA to split that total amount of time between their processes, without the BSC being prescriptive).</p> <p>Some distributors therefore currently rely on placing a requirement in their charging statements for when Suppliers, via their DCs, should give them HH metered data (albeit that this used to be defined in a schedule contained in UoSAs which was included in 1998 and subsequently moved by some distributors into their charging statements and cross-referenced in UoSAs for ease of use; and DCUSA Clause 29.4.2 has inherited this position to date).</p> <p>We believe that reference to the charging statements for the timescales within which HH metered data should be provided should not be removed from the drafting because otherwise there is no defined timescale for the provision of HH metered data. (Other distributors may make reference to other data types too.)</p> <p>Alternatively, the reference to charging statements could be removed so long as a timescale (no longer that than that currently specified in our charging statements) is introduced into DCUSA.</p>
The Electricity Network Company Ltd	<p>Yes - see attachment</p> <p> ENC Alternative Drafting</p>
Electricity North West Limited	None
Npower Group	No

ScottishPower Energy Retail Ltd	None
SP Distribution/ SP Manweb	<p>Whilst SPD/SPM are sympathetic of proposals that seek to add clarity (where clarity is required), both proposals clearly go beyond this.</p> <p>SPD/SPM would accept DCP 018 (Appendix A) subject to the following amendments:</p> <ul style="list-style-type: none"> ▪ The reinstatement of the deleted wording in Clause 29.2 ▪ The reinstatement of the following deleted wording in Clause 29.4: "The User shall collect and provide data to the Company in accordance with this Clause 29.4 in compliance with the requirements detailed in the Relevant Charging Statement" as this safeguards the DNO's entitlement to receive data adequate for billing purposes. ▪ The reinstatement of the following deleted wording in Clause 29.5 "The User shall not and shall procure that no Relevant Exempt Supplier will change or modify the type of metering equipment installed and maintained pursuant to Clause 29.1 except in accordance with Clause 29.1" in order to safeguard the DNO's entitlement to adequate metering data for billing purposes, including in relation to Relevant Exempt Suppliers.
Western Power Distribution	No
Question Three	Please indicate if you expect to incur any costs to support the CP (particularly where these are related to internal system changes)
CE Electric UK	No
Central Networks East and Central Networks West	Central Networks does not expect to incur any costs if this Change Proposal were to be implemented
EDF Energy Networks	<p>The cost of chasing suppliers for HH metered data if the timescales for providing this are no longer referenced/obligated.</p> <p>The cost associated with 18A if charging for data is permitted under DCUSA.</p>

The Electricity Network Company Ltd	If suppliers are to charge for the efficient provision of information that a distributor needs to operate their distribution system then they will incur additional costs. In the case of an IDNO, subject to relative price control, there is no mechanism for recovering the costs (other than the extreme measure of applying for a Disapplication of licence condition BA2).
Electricity North West Limited	<p>DCP018 better clarifies the 'status quo' so there are no additional costs anticipated since no change is actually being proposed.</p> <p>DCP018A however may introduce costs that are unknown at this stage should Suppliers start to indicate that data will be chargeable especially associated with industry change should such a change not be in line with the identified data specified (that is provided free of charge) within this change proposal. Such costs will not just be limited to the provision of such data but also the bi-lateral agreements that will have to be put in place, together with system changes to cater for payment of such services.</p>
Npower Group	<p>We do not expect to incur any costs to implement this CP per se, however if Companies were to require the provision of metering data over and above that currently provided (and detailed within DCP18A) then clearly we would incur costs in providing this data and we believe that it is reasonable that we should be able to recover the administrative costs for such provision, as is being proposed within DCP18A.</p> <p>With regards to the drafting proposed in Clause 29.4 of DCP18, Companies should bear in mind that provision of data for which they are not a valid recipient within the DTC can not be guaranteed, as such provision could contravene the MRA Confidentiality Clauses. Therefore, if Companies have a requirement for data that they are not currently detailed as receiving within the DTC, they would need to raise, and get approved, a DTC Change Proposal to this effect, the progression (and implementation if applicable) of which would lead to the incurrence of costs by all impacted parties.</p>
ScottishPower Energy Retail Ltd	None expected
SP Distribution/ SP Manweb	As presently drafted additional costs are anticipated.
Western Power Distribution	No

Question Four	Do you support the proposed implementation date of 06 November 2008? Please state alternative if applicable
CE Electric UK	Yes
Central Networks East and Central Networks West	Yes
EDF Energy Networks	Yes
The Electricity Network Company Ltd	Yes
Electricity North West Limited	Yes
Npower Group	Yes
ScottishPower Energy Retail Ltd	Yes
SP Distribution/ SP Manweb	No
Western Power Distribution	Yes
Question Five	Do you consider it appropriate that the DCUSA should introduce the principle of Suppliers charging Distributors?
CE Electric UK	<p>No, we do not believe that it is appropriate to introduce the principle of suppliers charging distributors in the DCUSA agreement. DCUSA was not established to include such charging arrangements between suppliers and distributors. It would be more appropriate for distributors' requests for additional data to be dealt with via a further change to DCUSA, or externally through a bi-lateral agreement.</p> <p>If DCUSA did set out the concept of charging for the provision of data it should not specify the mechanism by which payments are made. Adding such a clause may result in similar clauses being added throughout DCUSA in the future. Charges from suppliers to distributors would be a matter more appropriately dealt with via bilateral agreements.</p>

Central Networks East and Central Networks West	No. Paying for data Central Networks believes goes against a network operators Statutory Obligations and is a barrier for new IDNO entrants.
EDF Energy Networks	<p>In terms of the wider question, no.</p> <p>It would seem sensible that contracts have a clear distinction between service providers and service takers. In the case of metering data, the giving of metering data without charge is an element of the consideration that suppliers bear in order to receive the use of system service from distributors (another more obvious element of the consideration being payment of charges).</p> <p>It would seem prudent to avoid a scenario where "both" parties to DCUSA each provided a service to the other (in respect of each of sections 2A or 2B).</p> <p>The proposal 18A seems to be creating a consideration under one contract for an obligation created under another.</p> <p>The provision of data that the alternate is proposing to charge for is outside of this agreement and so the charges should not be captured in here. Wherever the agreement to provide the data is made is where the costs should be dealt with.</p> <p>Therefore it would seem sensible that another contract should exist for any other data and the consideration for that should be dealt with in there.</p>
The Electricity Network Company Ltd	<p>No.</p> <p>The DCUSA is in essence a regulated agreement which governs the terms under which suppliers receive use of system.</p> <p>We do not support the development of DCUSA to cover unregulated activities; i.e. those activities that are outside the scope of the licence. The charging by suppliers for the provision of information to distributors is outside the scope of the DCUSA, suppliers charging distributors for the provision of information is an unregulated activity.</p> <p>Given that the charging of distributors by suppliers for the provision of information is not covered by either the distribution licence or the supply licence it may well be ultra vires for Ofgem to direct that such a change should be made.</p> <p>Any arrangements for suppliers charging distributors should be wholly outside the scope of the</p>

	<p>DCUSA.</p> <p>We think it would be an alarming precedent if the DCUSA was to be broadened in scope to cover services and charges that are not linked to the provision of use of system.</p>
Electricity North West Limited	<p>In our opinion we did not envisage DCUSA being used in this manner; however, the Distribution Licence does not prevent any service being catered for within DCUSA as long as it better facilitates the DCUSA Objectives. Therefore if a Supplier wishes to offer a service that all Distributors wish to take, and it better facilitates these objectives, then I cannot see a problem.</p> <p>To achieve this it should form part of a separate sub section within Section 2 (2C) so that we understand who is offering what, to whom, and by when inclusive of the charging and payment arrangements.</p> <p>If however a Distributor wants a bespoke service this should be via a bilateral arrangement together with their own terms and conditions negotiated between the two parties. There is no need to make references within DCUSA that this is the case or that reasonable charges will be made. It is for the two parties to negotiate.</p>
Npower Group	<p>It is our belief that the capturing of Supplier to Distributor relationships within DCUSA (a multi-party contract) would be more appropriate than the alternative that is being proposed, i.e. reverting to the historical model of entering into multiple bilateral agreements, which by their very nature and number are onerous to maintain. Whilst we accept that the incorporation of these new relationships into DCUSA would be something that has not historically occurred, as DCUSA to date and its predecessors (the DUOS Agreements) have historically been concerned with Distributor to Supplier relationships only, we believe that it would be a natural progression for the DCUSA document to evolve to also cover Supplier to Distributor relationships in the future.</p>
ScottishPower Energy Retail Ltd	<p>Yes, suppliers (and their agents) can be disadvantaged by distributor requests for additional data. Over the years it has been recognised that distributors can be impacted by supplier requests and as such they have the ability to charge suppliers as and when required. This change creates a level playing field.</p>
SP Distribution/ SP Manweb	<p>No.</p>

Western Power Distribution	No
Question Six	Do you consider it appropriate for the DCUSA to establish a principle for such charges but not introduce a charging mechanism?
CE Electric UK	No, for the reasons stated above
Central Networks East and Central Networks West	No. Central Networks does not support charging for metered data.
EDF Energy Networks	No If you create a charge but not a mechanism it is unclear how and when invoices will be raised, what basis of charges there will be and how disputes over charge rates or individual invoices will be handled.
The Electricity Network Company Ltd	No Supplier charges are totally outside the scope of the DCUSA See answer to question above
Electricity North West Limited	It is not appropriate for such a principle to be established. All the negotiations should be held via the bi-lateral discussions on what is required or if the principle is agreed that Suppliers can provide a service and charge through DCUSA then via the normal change process. There is no need to reference anything within the DCUSA to such a practice, nor mandate reasonableness. There is no other place within DCUSA where such an instance occurs (Supplier to charge), yet if this alternate is successful it can quite easily start to infect the agreement with similar instances.
Npower Group	The intent of DCP18A is to clarify what metering data is currently provided free of charge, and also to clarify that any additional/bespoke data requirements over and above this may be provided at a reasonable cost (to cover administrative costs incurred in the provision of this data). This clarification will be of benefit to all parties, and especially new entrants, but requires the establishment of a principle for such charges to be developed in order for the CP to be progressed. Given that the clarification contained within DCP18A will be of benefit to all

	parties, we do not consider that it is inappropriate that a principle for such charges should be established. We believe that DCP18A fulfils its intent without the introduction of a charging mechanism, and are of the opinion that if a party wished to introduce a charging mechanism for such charges in the future a CP to this effect could be raised for progression.
ScottishPower Energy Retail Ltd	Individual companies involved should deal with individual requests on a case-by-case basis. The data is provided as a bilateral agreement and as such if any charging is agreed, this should be covered by this agreement and as such is not required within DCUSA.
SP Distribution/ SP Manweb	No.
Western Power Distribution	No
Question Seven	Do you agree that Clause 29.5 in DCP018A introduces a Part 1 provision?
CE Electric UK	We do not support DCP018A as previously stated. We therefore do not support the inclusion of Clause 29.5 as a Part 1 provision.
Central Networks East and Central Networks West	Central Networks believes that Clause 29.5 in DCP018A does introduce a Part 1 provision.
EDF Energy Networks	While Clause 29.5 in 18A would appear to create a Part 1 provision in DCUSA, it shouldn't be included in the CP that gets taken forward as it is wrong to introduce a right to charge in one agreement for events created outside of it. Therefore there need be no Part 1 provision created if one version only is taken forward that addresses the true housekeeping matters.
The Electricity Network Company Ltd	The provisions of Clause 29.5 may be ultra vires for Ofgem. Such charges are not within the scope of the distribution licence and there is no obligation in respect of these services.
Electricity North West Limited	In our opinion we don't agree that this should be a Part 1 matter because apart from indicating what data is 'free of charge' the rest of the Clause is superfluous and directs to matters external to DCUSA.

Npower Group	We believe that Clause 29.5 in DCP18A is being described as introducing a Part 1 provision due to the fact that this Clause introduces the principle of a charge. However, given that the charge under discussion is purely to reflect the User's reasonable costs in providing additional metering data over and above that detailed in Clauses 29.4.1, 29.4.2, 29.4.3 & 29.4.4 we do not believe that such a charge is likely to have a "significant impact" on competition, and therefore do not believe that Clause 29.5 in DCP18A should introduce a Part 1 provision.
ScottishPower Energy Retail Ltd	Yes
SP Distribution/ SP Manweb	Yes.
Western Power Distribution	Yes
Question Eight	One of the key differences between the two variations is Clause 29.4 which defines what data will be provided free of charge. Each variation is attempting to clarify what the current practice is. Do you consider that both variations capture all of the data currently provided without charge?
CE Electric UK	Variation 18 sets out conditions are at a higher level than variation 18A. Section 29.4.3 in variation 18A mentions the SVAA for the receipt of non-hourly data, however there is no mention as to how half hourly data is received. Therefore, of the two variations, we believe variation 18 provides better clarification.
Central Networks East and Central Networks West	Central Networks considers that both variations capture all of the data that is currently provided by suppliers, however Change Proposal 18A is more specific in defining what is already captured and this brings greater clarity and transparency to the DCUSA. It is unclear to Central Networks what data would be excluded in accordance with DCP018A as the current drafting would tend to suggest that any future data is captured under the current provision of data being provided without of charge. One of the main purposes of DCUSA originally was to make charging transparent and such a proposal to charge for certain data outside of the DCUSA as proposed by DCP018A would in our opinion be counter to the DCUSA objectives.

EDF Energy Networks	<p>Yes, both versions capture all the data but each individually may not.</p> <p>It would be better if a hybrid could be developed which describes what type of data is required (as in 18A) but also incorporates the reference to the BSC and to data items contained in the DTC (as in 18). This would ensure that changes to the BSC/DTC could not remove required data types (as they would be covered by the description), which is a risk with 18, and any additions brought into the BSC/DTC would be covered (leaving charging debates being better placed within the BSC/DTC if the matter of charging in 18A is dispensed with).</p>
The Electricity Network Company Ltd	<p>No.</p> <p>The current drafting refers to the requirements of the BSC and the Data Transfer catalogue. The Data Transfer Catalogue is what it says it is: a catalogue – it only defines the structure of certain flows that are provided electronically. In addition to flow structures specified within the DTC there are other non- electronic (non DTC) data flows. It may be more appropriate to exclude specific reference to the DTC and instead refer to the MRA and the BSC.</p> <p>Also, certain data is required by distributors that is not mandated in the BSC. For instance, reactive power</p>
Electricity North West Limited	<p>This change proposal was raised in an attempt to clarify what the current practice is for the delivering of data that is to be used for Use of System Charges and the operation, design and planning of the distribution system. Such data being provided free of charge.</p> <p>DCP018 provides for the delivery of data in line with other industry codes where such data is mandated to be sent to the distributor. This therefore will cater for current and future practices should data be mandated as being provided by other codes as well as DCUSA.</p> <p>DCP018A attempts to identify at a very low level what data will be provided free of charge. If industry agrees for additional data to be provided to Distributors then Suppliers will have a right to charge for the delivery of such data if it is used for Use of System Charges or for the development of the distribution network, and it is not what is currently specified within this clause 29.4 as being provided free of charge (see Clause 29.5), even though the industry have already approved via a different code governance, and as such accepted that they will fund the development for onward use of such a provision.</p>

Npower Group	<p>We believe that the drafting being proposed for DCP18A is clear and transparent, and clearly captures and defines all the data that is currently provided without charge.</p> <p>We do not believe that the drafting of DCP18 provides more clarity than that contained within the current drafting of DCUSA, in fact we would argue that it is more open to interpretation than the current DCUSA Drafting, and therefore do not believe that this proposal should be progressed.</p>
ScottishPower Energy Retail Ltd	Yes
SP Distribution/ SP Manweb	SPD/SPM are supportive of the drafting of DCP 018 (Appendix A) – with the amendments highlighted above – and the clarity provided in relation to charging data.
Western Power Distribution	<p>WPD believe that Change Proposal 18 captures all of the data currently provided without charge. It also allows future industry agreed data to be provided in a similar manner. Such an arrangement is key for the successful ongoing operation of the agreement.</p> <p>WPD believe that Change Proposal 18A does not provide such a resilient framework for future operation. CP18A is limited in that it does not cover provision of information which is based on data that has been retrieved from the meter (for example EAC data) which has been agreed by the industry.</p>
Question Nine	Please state any other comments or views on the Change Proposal
CE Electric UK	DCUSA was not established to include charging arrangements between suppliers and distributors. In addition, the introduction of charges for additional and bespoke data requests from distributors may prove to be a barrier for entry to new distributors, particularly if the costs are unknown. We are concerned that the acceptance of DCP018A might set a precedent for suppliers to charge for other services provided to distributors. We therefore support the original proposal (DCP018) but do not support the alternative (DCP018A).
Central Networks East and Central Networks West	Central Networks believes that the Change Proposal if implemented would be counter to the economical operation of a distribution network as it is likely that in the future, data of a greater degree of granularity will be available from for example Smart Metering. Such data may therefore assist a DNO to more proactively manage its network. It is also Central Networks' view that the Change Proposal if implemented could act as a barrier to entry for any

	<p>new IDNO entrant.</p> <p>Central Networks also notes that the Change Proposal if implemented, any charges a DNO/IDNO would pay for additional data would be reflected in its Use of System Charges to suppliers and hence ultimately passed through to the end customer.</p>
EDF Energy Networks	None
The Electricity Network Company Ltd	<p>Ofgem has directed that BSC modification proposal P222 be made. It is with this in mind that the alternative proposal has been submitted for consideration. We believe the type of information provided under P222 is not a new or additional obligation on suppliers. We demonstrate our point below.</p> <p>The purpose of the DCUSA is to set out the terms under which a supplier can receive use of system: it is not to establish the arrangements and the terms under which the supplier will provide a service for a fee (i.e. the provision of information). If suppliers levy charges to distributors for the provision of information then distributors will have to recover such costs through higher DUoS charges.</p> <p>To that end the DCUSA fulfils the obligation placed on distributors through standard condition 12 of DNOs' and IDNOs' respective distribution licences to offer to enter into an agreement for use of system.</p> <p>Additionally, we make the point that information requests from distributors to suppliers should be consistent with the DCUSA objective of:</p> <p style="text-align: center;"><i>“the development, maintenance and operation by the DNO parties and IDNO parties of efficient, co-ordinated, and economical Distribution Networks”</i></p> <p>Where a distributor requests information in order to fulfil this obligation we believe that such information should be provided without charge. This is because, ultimately, suppliers and consumers will pay a lower price DUoS price where the distributor is more economic and efficient in the operation of the distribution system. If the price paid to a supplier for information is an efficiently incurred cost then distributors will ultimately recover the cost of getting information from suppliers in their DUoS charges to suppliers.</p> <p>The BSC</p> <p>Much of this debate appears to hinge around what is meant by “data from metering</p>

equipment". The term metering data is used widely across the industry.

The BSC, in Paragraph 5.2.4 of Section L, states

"The Registrant of each Metering System (or, as the case may be and as provided for elsewhere in the Code, the SVAA or the CDCA) shall without charge provide relevant metering data to, and authorises the use of such data by:

- (a) the relevant Distribution System Operator for the purposes only of the operation of the relevant Distribution System and the calculation of charges for use of and connection to such Distribution System;"*

paragraph 5.2.5 describes relevant metering data is described as:

- "(a) in the case of SVA Metering Systems, the metering data specified in BSCP508 and BSCP520;*
- (b) in the case of CVA Metering Systems, the metering data specified as being sent to the Transmission Company and/or the relevant Distribution System Operator in Table 5 of Section V."*

However, it is not obvious from BSC508 as to what constitutes relevant metering data. However, in discussions with Elexon our understanding is that definition is broader rather than narrow. This supported by BSC definitions

In section X-1 of the BSC a Non Half-Hourly Data Collector means:

"...a Data Collector which retrieves, validates and processes metering data from Non Half Hourly Meters";

whilst a Non Half-Hourly Aggregator means

"...a Data Aggregator which carries out the aggregation of metering data received from Non Half Hourly Data Collectors"

Although a Data Collector will handle meter reading data it is generally understood that Data Aggregators only handle data that is processed from Meter Readings; i.e. EACs and AAs.

In Section X-2 of the BSC we note that Metered Data is described as:

"Data concerning the quantities of Active Energy exported or imported, measured, collected otherwise determined pursuant to the Code".

	<p>We also make reference to the type of data distributors received without charge from suppliers prior to 1 August 1998. Before this date competition in the NHH market was not open and business separation had not occurred. As such suppliers had access to customer specific information. In addition to meter readings, distributors had access to estimated and actual consumption data used in billing.</p> <p>Whilst we agree that distributors should not have an open book as to what information they can expect a supplier to provide without charge under the terms of the DCUSA, we believe DCP 18A is unduly narrow in scope.</p>
Electricity North West Limited	None.
Npower Group	-
ScottishPower Energy Retail Ltd	-
SP Distribution/ SP Manweb	None.
Western Power Distribution (South West) plc and Western Power Distribution (South Wales) plc	None.