

DCP 008 – Provision of Urgent Metering Services

SECTION 1A - PRELIMINARY

1. DEFINITIONS AND INTERPRETATION

Meter Asset Provider means, in respect of any metering equipment, the person who provides that metering equipment (whether or not that person owns the metering equipment).

Supply Failure means, in respect of a Customer Installation, that the supply of electricity to that Customer Installation is unsafe, has failed or is intermittent.

Urgent Metering Services means the provision of a service to remedy a metering fault that has caused a Supply Failure which has been notified to the Company.

SECTION 1C – CHANGE CONTROL

9.5 The following current provisions of this Agreement shall conclusively be deemed to satisfy one or more of the criteria referred to at Clause 9.4 and each of them shall have the status of a Part 1 Matter:

9.5.2 Clauses 17.3 (Obligation to Include National Terms of Connection Wording in Contracts), 18.1 (Provision of Use of System), 19.1 (Use of System Charges), 24 (Security Cover), 25 (Energisation, De-Energisation and Re-Energisation), 26.1 (Compliance with the Distribution Code), 27.1 (Compliance with MOCOPA), 29A (Urgent Metering Services), 30.5 to 30.12 (inclusive) (Dangerous Incidents and Advance Notice of Interruptions and Damage or Interference), 31.1 (Demand Control), 33.1 to 33.2 (inclusive) (Compensation Under Guaranteed Performance Standards), 36 (Limitation of Liability), 37 (Termination) and 41 (Disputes);

SECTION 2A – COMPANY / USER RELATIONSHIPS

29A. Provision of Urgent Metering Services

Company's Obligation to Provide Urgent Metering Services

- 29A.1 The Company has no obligation to provide Urgent Metering Services under its Distribution Licence.
- 29A.2 If the Company chooses to provide Urgent Metering Services then the Company will set out the level of service it will provide, and the Charges associated with the services, within the Relevant Charging Statement.
- 29A.3 The Company may, from time to time, amend the level of Urgent Metering Services that it is willing to provide (and may completely withdraw the provision of Urgent Metering Services), provided that the Company gives the User at least 6 months' prior written notice of such amendment (or withdrawal). For the avoidance of doubt, this Clause 29A.3 does not apply to variations to the Charges associated with the Urgent Metering Services, which variations are governed by Clause 19.1.

User's Obligation to Accept Urgent Metering Services

- 29A.4 If, and for so long as, the Company chooses to provide Urgent Metering Services, then the User will (if it holds a Supply Licence) accept such services (as described in the Relevant Charging Statement), provided that:
- 29A.4.1 the User may, from time to time, opt not to accept such services by giving the Company 6 months' prior written notice of the date from which the User will cease to accept such services; and
- 29A.4.2 where the User has opted not to accept such services, the User may subsequently opt to accept such services by giving the Company 6 months' prior written notice of the date from which the User will re-commence acceptance of such services.
- 29A.5 In respect of periods in which the Company chooses to provide Urgent Metering Services and the User does not opt not to accept such services, the

User will pay the Company for all Urgent Metering Services it receives from the Company in accordance with Clause 22.

Provision of Urgent Metering Services over and above the level of service offered by the Company

29A.6 If a User requires a level of Urgent Metering Services that is over and above that provided by the Company then the User may source these additional services from other service providers outside this Agreement.

Consent to Urgent Metering Services

29A.7 In respect of periods in which the Company chooses to provide Urgent Metering Services and the User does not opt not to accept such services, the User hereby consents to the Company working on, and removing the metering equipment that is the subject of the Urgent Metering Services to the extent reasonably necessary in undertaking the Urgent Metering Services.

29A.8 In respect of periods in which the Company chooses to provide Urgent Metering Services and the User does not opt not to accept such services, the User undertakes to ensure that the relevant Meter Operator Agent and the Meter Asset Provider consent to the Company working on, and removing the metering equipment that is the subject of the Urgent Metering Services to the extent reasonably necessary in undertaking the Urgent Metering Services.

Replacement Metering Equipment

29A.9 Where, in the course of providing the Urgent Metering Services, the metering equipment at an Exit Point (or any part thereof) is replaced by the Company, risk in and title to such replacement metering equipment shall pass to the User immediately upon Re-energisation of the Exit Point by the Company.

29A.10 The Company shall ensure that all such replacement metering equipment complies with the requirements of Schedule 7 to the Act. The Company shall use its reasonable endeavours to ensure that any such replacement metering equipment will restore a metered supply of electricity to the Customer Installation. The Company makes no other warranty in respect of the fitness,

quality, condition or state of any such replacement metering equipment and any warranties, conditions or other terms as to fitness for purpose, suitability, quality, condition or state that may be implied by statute, common law, custom or otherwise shall be excluded to the fullest extent permitted by law. The Company shall use reasonable endeavours to transfer to the User (or, where requested by the User, the person to be appointed by the User as Meter Asset Provider) any warranty that the Company received from the manufacturer of such replacement metering equipment, to the extent that any such warranty can be transferred without any further cost to or expenditure by the Company.

29A.11 Within 10 Working Days of the Company replacing any item of metering equipment at an Exit Point, the Company shall send the relevant information to the relevant persons in accordance with the Master Registration Agreement and the Balancing and Settlement Code, showing:

29A.11.1 the item of metering equipment replaced by it and the technical details of the replacement item of metering equipment, including the meter point administration number (where appropriate); and

29A.11.2 where a meter has been replaced:

- (A) the meter reading (if known) of the meter replaced, immediately before the Exit Point was De-energised; and
- (B) the meter reading of the replacement meter, immediately after the Exit Point was Re-energised.

Return of Removed Metering Equipment

29A.12 Where, in the course of providing the Urgent Metering Services, the Company removes any metering equipment from an Exit Point, the Company shall use reasonable endeavours to return such metering equipment to the address reasonably specified by the User for such purpose within 30 days (or such other period as may be agreed between the Parties) of the date on which such metering equipment was removed. The User confirms that it will ensure

that its Meter Operator Agent cooperates with the Company in the return of any metering equipment, in order to allow the Company to avoid any unreasonable costs in complying with this Clause 29A.11.

Ancillary Matters

29A.13 Where the Company believes that the metering equipment at an Exit Point has been subject to any interference which may have caused illegal abstraction of electricity, the Company and the User shall act as if the Company had been notified of such interference by the User in accordance with Clause 30.9.

29A.14 The User shall indemnify and hold the Company harmless against all actions, costs, demands, claims, expenses, liability, loss or damage howsoever arising or incurred by the Company as a result of its provision of the Urgent Metering Services in accordance with this Clause 29A (including as a result of any breach of the undertaking given by User in Clause 29A.8).