

Minutes

Meeting Name	DCP 008 Working Group	Meeting Number	005
Meeting Date	25 January 2008	Meeting Time	10.30
Meeting Venue	ElectraLink, 289 – 293 Regent St, London, W1B 2HJ		

In Attendance

Attendee

Nigel Menzies (Chair)
Carole Pitkeathley
Julie L'abraham (Teleconference)
Bill Gunshon (Teleconference)
John Dallimore (Teleconference)
John Lawton
Kevin Woollard
Ljuban Milicevic
Lynne Hargrave
Mike Smith
Peter Waymont
Tom Chevalier
Brian O' Shea (Secretary)

Representing

EDF Energy
energywatch
Central Networks
RWE Npower
ScottishPower Energy Retail
Electricity North West Ltd
British Gas
Ofgem
CE Electric
Western Power Distribution
EDF Energy Networks
Association of Meter Operators
DCUSA Limited

1 ADMINISTRATION

- 1.1 Apologies were received from Duncan Mills, Jen Daines, Nicholas Rubin, Glenn Sheern and Elizabeth Lawlor.
- 1.2 The minutes of the last meeting were approved subject to the addition of Tom Chevalier to the Attendee listing, deletion of a typo in Minute 2.4 and a distinction being made between "CP" and "DCP" in Minute 3.1.
- 1.3 A summary of new and outstanding actions is attached as Appendix A.

2 SUPPLEMENTARY PAPERS

- 2.1 NM informed the group that BGT had provided some additional comments subsequent to the distribution of V1.1 of the Comments Log and these comments would be consolidated into the main Comments Log. It was also noted that energywatch have provided a proposed definition of *Vulnerable Customer*.

Action: BOS

3 REVIEW OF COMMENTS LOG

- 3.1 The Working Group began its review of the comments log and assessment of v1.1 of the drafting (the updated comments log is attached as Appendix B). For the purposes of these minutes only those comments which resulted in group debate are recorded in the minutes. The reader is advised to read these minutes in conjunction with V1.2 of the Comments Log for a full record of the decisions taken on all comments.
- 3.2 Comment 2 Definitions: Members discussed the definition of Working Hours and agreed to link the definition to that contained in Regulation 10 of the ESPR. Members noted that the definition of Vulnerable Customer, as provided by energywatch would be discussed under agenda item 3.
- 3.3 BGT supplementary comment 1 Clause 36.6: The group discussed the comment provided by BGT on Clause 36.6. JL expressed the view that this clause was not needed as it did not add any further clarity or enhance the understanding of Section 1A and as such it should be deleted. The group considered the clause and agreed to delete it in full.
- 3.4 Comment 48 Clause 36.9: NM noted that Suppliers need to assess the indemnities provided within the various clauses in Section 1A and in particular for Suppliers to consider any arrangements that need to be made with their MOPs to allow Distributors to work on an asset in UMETS cases. Members noted that the relationships between MOP's and MAP's and the resulting inter-relationships between Suppliers and DNO's mean that the commercial relationships can be complex and the impact of indemnities on those relationships need to be understood and assessed. TC noted that it is important that the commercial arrangements under UMETS must not lead to perverse commercial incentives whereby "problems" are proactively sought out by DNO's. PW acknowledged this view but reiterated that this is neither the current operational or commercial reality. It was agreed that indemnities need to be highlighted as an issue in the consultation document.
- Action: NM**
- 3.5 Comment 54: The group discussed the ownership position of double pole isolators and agreed that these were out of scope and agreed to remove the reference from clause 36.13.
- 3.6 Comment 56 Clause 36.12 Ownership of meter: the workgroup discussed in detail the alternative ownership models which exist for replacement meters / new meters in the industry and the potential ownership models going forward. PW noted that while this new agreement should facilitate the transfer of ownership of meters it should not mandate the transfer of ownership. LH confirmed that the CEL policy is not to transfer ownership of their meter assets in any instances. NM identified that the ownership impact on IDNO's also needs to be addressed. The Group agreed that the wording of Clause 36.12 would remain as currently drafted but noted the differing views from the group members.

- 3.7 Comment 63 Clause 36.12: The workgroup accepted the standard amendment to Metering Operation Services. PW noted that the issue of to whom the metering equipment ownership would pass to, e.g. User or Users MAP was an issue for the User to address and as such the proposed additional text was rejected.
- 3.8 Comment 64 Clause 36.13: The proposed amendment was rejected by the group as they considered the obligation should remain on the DNO to return the removed equipment to the nominated address rather than the User to collect it from the DNO.
- 3.9 Comment 65 Clause 36.13: PW noted that it was EDF policy to agree a single return address for each respective supplier within each of their distribution areas and it would be unreasonable for suppliers to expect that different pieces of equipment are sent to different addresses. The group discussed the requirement to only incur reasonable costs in returning equipment. TC noted that some supply groups may require equipment to be returned to different addresses depending on their supply region. The group noted the comments made by the members and agreed to remove the requirement to send equipment to multiple addresses.
- 3.10 Comments 69-75 Clause 36.14: The group discussed the existing drafting of the clause and overall validity of the clause. Specifically the group focussed on the issue of electricity abstraction and safety. The group agreed that further legal advice should be sought to ensure that Clause 36.14 is aligned to other clauses dealing with electricity abstraction. NM agreed to consider this clause and provide alternative wording.

Action: NM

- 3.11 Comments 76 Clause 36.15: The group discussed the position put forward in the comment and the impact of the Sale of Goods Act. PW noted the view of the group as raiser of the comment and agreed that it should be rejected.
- 3.12 Comment 78 Clause 36.16: The group discussed in detail the issue of communication of information, specifically the means of communication and the time limits for the provision of such information flows. TC and JL made the group aware of the current dataflows contained within the DTC and the disparity between the dataflows actually exchanged and the BSC documentation regarding such dataflows. NM confirmed that the clause as currently drafted captures the formal notification process and questioned whether a process should be defined to cater for information exchanges in exceptional circumstances outside the defined normal process. LH noted that CEL consider the 10 working day deadline within the clause to be very tight and further noted that any additional dataflow requirements would place an additional obligation and burden on DNO's. BG confirmed that NPower support the position taken by EDF Supply. The group agreed that the issue of information exchanges would be further addressed at subsequent workgroup meets.
- 3.13 Comments 80-88 Clause 36.17: The Group agreed that Wragge's would be asked to advice if Clause 36.15 provides all such necessary indemnities for the purposes of this agreement and as such 36.17 can be deleted in full.

Action: JL

- 3.14 Comment 89-91 Clause 36.18: MS and LH reiterated their respective company positions on UMETS. These were duly noted by the group. The group discussed in detail the timescales referenced to in this clause and agree to amend the clause to include a reasonable endeavours obligation.
- 3.15 Comment 92-94 Clause 36.19: The group discussed in detail the service levels defined with Schedule NN. The group considered that Clause 36.19 and the detailed service levels and reporting timeframes within Schedule NN did not enhance the understanding and clarity of Section 1A and as such agreed for them to be deleted in full.
- 3.16 Comment 95-97 Clause 36.20: The group discussed the reporting obligations defined within this clause and the differing views of the members were duly noted as to whether the monthly invoices and supporting documentation issued by DNO's would provide sufficient information to Suppliers. It was agreed that Clause 36.20 would be deleted in full and if operational practice showed that the data was not sufficient for market efficiency then a change proposal could be raised to address any deficiencies in the information exchange process.
- 3.17 Comment 98 Event Log: Members agreed that the proposed changes to the Event Log were valid but that they would be taken forward as part of the Panel Work Plan rather than DCP 008.

4 VULNERABLE CUSTOMER - DEFINITION

- 4.1 The following definition of vulnerable customer was provided by energywatch. CP confirmed that she had consulted a number of industry organisations to seek a consensus view on the definition. CP reiterated that it was critical that an agreed definition of Vulnerable Customer is included in the DCUSA. PW reiterated that the starting point should be the Supplier Special Needs Register and that any definition would need to be tightly defined to ensure that no contractual obligations are breached through either misinterpretation or the existence of ambiguity and openness to interpretation. JD highlighted that while a definition is desirable, it is not critical to the achievement of the objectives of this change proposal. The group acknowledged the desire to achieve a definition and agreed to consider the definition as provided by energywatch at the next meeting.

A consumer is vulnerable if, for reasons of age, health, disability or severe financial insecurity, they are unable to safeguard their personal welfare or the personal welfare of other members of the household or where remaining off supply is likely to leave them unable to safeguard their own welfare or that of members of the household.

5 OUTSTANDING AREAS OF CONSIDERATION

5.1 The group agreed that future meetings will need to consider the following areas in more detail:

- Rationale for the applicable DCUSA Objectives
- Definition of Special Needs Customers / Vulnerable Customer
- Drafting options - Scenario 5 / provision of basic service / bi-lateral arrangements (E.ON option – DNO's contracting with MOP's)
- Costs Analysis – implementation and ongoing management (see below)
- Impact on other industry codes / agreements

5.2 The group agreed that costs analysis would be discussed in detail at future meetings. LH noted that cost analysis and cost options cannot be provided until the varying service options have been defined in more detail. JD asked whether the AMO would be able to provide, on behalf of their members indicative prices for providing an out of our service similar to UMETS. TC confirmed that the AMO was a trade organisation and as such cannot get involved in commercial discussions. TC did confirm that he would seek to provide such non commercially sensitive price as is available once the full scope of the service had been defined by the Working Group and would feed that into the cost analysis discussions. The impact of similar commercial sensitivity issues on Suppliers and DNO's was highlighted by JD and LH respectively.

Action: TC

6 ANY OTHER BUSINESS

6.1 There were no additional items of business.

7 DATE OF NEXT MEETING

7.1 The next meeting of the DCP 008 Working Group will convene at 10.30am on 8 February 2008 at ElectraLink, London

Appendix A: Summary of Actions

This section provides details of actions placed at the meeting. The section is split into two sub-sections:

- New actions and progress against actions currently open; and
- Actions that were closed as a result of the meeting or a previous meeting.

Open Actions

Action No.	Description	Owner
03/03	Investigate whether Distributors would need to be 'Qualified' under the BSC to carry out UMETS Work. Ongoing – TC indicated that BSCP514 – Meter Operations, section 6.3.5 which recognises LDSOs changing meters for 'Safety/Urgent Metering Services'.	NM
04/01	Parties to assess whether they will be able to provide any indicative costs for the provision of a UMETS service to Ofgem. Ongoing, Parties assessing	All
04/02	CP agreed that she would circulate the formal response from Ofgem to the group for information Ongoing	CP
05/01	Consolidate BGT comments into main Comments Log	BOS
05/02	Highlight Indemnities within consultation document	NM
05/03	Provide alternative wording for clause 36.14	NM
05/04	Seek legal advice from Wragge's that Clause 36.17 is not needed as Clause 36.15 provides all necessary Indemnities	JL
05/05	AMO to provide such pricing information it considers to be non commercially sensitive	TC

Closed Actions

Action No.	Description	Owner
02/02	Consider how energywatch would like special needs / vulnerable customers to be defined Definition provided to Meeting 005 – 25 January 2008	AS
04/03	Provide a view on the appropriate definition of special needs / vulnerable customers As above	DM