

32A. REVENUE PROTECTION RESOLVING UNREGISTERED CUSTOMERS

**Comment [PRT1]:** I've track changed clause 32 so the group can note the changes.

32A.1 The Company shall comply with the obligations of the 'Distributor' ~~(and of the Distributor's Revenue Protection Agent)~~ set out in the Resolving Unregistered Customers Revenue Protection Code of Practice (or procure that another person undertakes such obligations on the Company's behalf).

32A.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 Resolving Unregistered Customers Revenue Protection Code of Practice (or procure that another person undertakes such obligations on the User's behalf).

~~32.3 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 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 for as Transactional Charges in accordance with Clause 22.~~

~~32A.34 The Resolving Unregistered Customers Revenue Protection Code of Practice establishes a minimum standard. Nothing in this Clause 32A shall prevent a Party providing or procuring a Revenue Protection Service to Resolving Unregistered Customers that goes beyond the obligations set out in the Resolving Unregistered Customers Revenue Protection Code of Practice.~~

**Comment [PRT2]:** The group should decide whether to:  
a) Just go with clauses 32A.1 and 32A.2;  
or  
b) Keep this clause in so that Resolving Unregistered Customers becomes a minimum COP?

Question for the working group.

Would the working group like Wragge's advice on whether we need to reference DNO standard licence condition (SLC 49) in the legal drafting? It might help explain why the Code of Practice is included in DCUSA, but it doesn't seem to neatly fit into a DCUSA clause ;

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DNO standard licence condition 49.6 says;

49.6 Notwithstanding the generality of paragraph 49.1, the licensee must undertake all reasonable cost-effective steps within its power to resolve any cases of Relevant Theft of Electricity from its Distribution System.

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Relevant Theft of Electricity

means the abstraction of electricity in circumstances where:

(a) any person takes a supply of electricity that is in the course of being conveyed by the licensee; or

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(b) any person at premises at which a connection has been restored in contravention of paragraph 5(1) of Schedule 6 to the Act takes a supply of electricity that has been conveyed to those premises by the licensee, and the supply is taken otherwise than in pursuance of:

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(i) a contract made with an Electricity Supplier, or

(ii) a contract deemed to have been made with an Electricity Supplier by virtue of paragraph 3 of Schedule 6 to the Act or paragraph 23 of Schedule 7 to the Utilities Act 2000; or

(c) any person takes a supply of electricity at premises which have never been registered with an Electricity Supplier.

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**Comment [CJA3]:** i.e. unregistered customers.