

## Theft Steering Group Terms of Reference

### **1 Status of the TSG**

- 1.1 The SPAA EC and the DCUSA Panel have each identified the need for a sub-committee to consider and make decisions on their behalf in respect of the Theft Risk Assessment Service (the TRAS) and the Energy Theft Tip Off Service (the ETTOS). The Theft Steering Group (TSG) is the sub-committee established for that purpose.
- 1.2 The TSG constitutes both a sub-committee of the SPAA EC under the Supply Point Administration Agreement (the SPAA) and a Working Group under the Distribution Connection and Use of System Agreement (the DCUSA).
- 1.3 When considering and making decisions in respect of the SPAA, each individual serving on the TSG must consider the TRAS and the ETTOS in the context of the SPAA, and must act in accordance with the requirements applicable to the SPAA EC and/or to sub-committees under the SPAA. When considering and making decisions in respect of the DCUSA, each individual serving on the TSG must consider the TRAS and the ETTOS in the context of the DCUSA, and must act in accordance with the requirements applicable to the DCUSA Panel and/or Working Groups under the DCUSA.
- 1.4 It is acknowledged that paragraph 1.3 could (in theory) lead to individuals on the TSG making different decisions in respect of one of the SPAA or the DCUSA than in respect of the other document. However, the TRAS and ETTOS have been designed in a way that minimises the risk of this occurring in practice.
- 1.5 The SPAA EC and the DCUSA Panel have each delegated (in full) their powers, functions, responsibilities and authority under the SPAA and the DCUSA (respectively) insofar as relating to the TRAS and the ETTOS (subject to any exceptions in paragraph 2.1 below).
- 1.6 SPAA Ltd and DCUSA Ltd have also each delegated their powers, functions, responsibilities and authority in respect of the TRAS and the ETTOS to the TSG, such that the TSG can consider and make decisions on behalf of SPAA Ltd and DCUSA Ltd. However, such delegation is subject to the proviso that only a board director of SPAA Ltd or DCUSA Ltd may sign legal agreements (including contract change notices under the service provider contracts) on behalf of SPAA Ltd or DCUSA Ltd (respectively).

### **2 Scope of the TSG's Role**

- 2.1 In accordance with paragraphs 1.5 and 1.6, the TSG shall perform all the functions of the SPAA EC and SPAA Ltd in respect of the TRAS and the ETTOS, and all the functions of the DCUSA Panel and DCUSA Ltd in respect of the TRAS and the ETTOS, including:

- (a) changes to the TRAS or ETTOS service provider contracts;
  - (b) operational issues concerning the TRAS or the ETTOS;
  - (c) disputes concerning, and breaches of, the TRAS or ETTOS service provider contracts;
  - (d) disputes concerning, and breaches of, the SPAA and/or the DCUSA in respect of the TRAS or the ETTOS (including payment of TRAS and ETTOS charges); except that the TSG shall not consider or decide whether an 'Event of Default' has occurred under the SPAA or the DCUSA in respect of any such alleged breach; and
  - (e) reviewing operational reports from the TRAS and ETTOS service providers.
- 2.2 In respect of changes to the SPAA and/or the DCUSA which relate to the TRAS and/or the ETTOS, the TSG shall consult with industry parties where appropriate and comply with the change processes set out in the SPAA and the DCUSA.
- 2.3 The TSG will be supported by, and will receive recommendations from, the Theft Issues Group (TIG) and TRAS Expert Group (TEG). Where the TSG reject recommendations from the TIG and TEG, the TSG will give its rationale for doing so.
- 2.4 The TSG will have regard to the impact that any proposed changes will have on existing industry agreements or associated systems, and will consider the wider costs and benefits associated with proposed changes.
- 2.5 The TSG will carry out any other activity requested by the SPAA EC and/or the DCUSA Panel.

### **3 Membership**

- 3.1 The TSG shall comprise of a minimum of two SPAA Ltd board directors and a minimum of two DCUSA Ltd board directors.
- 3.2 TSG members must treat information that they obtain in their capacity as members confidential, in accordance with the confidentiality provisions in clause 11.9 of the SPAA and clause 57 of the DCUSA.
- 3.3 A TSG member who ceases to be a SPAA Ltd or DCUSA Ltd board director (as applicable) shall automatically cease to be a TSG member.
- 3.4 There is no ability for TSG members to appoint alternates.

### **4 Chair**

- 4.1 The SPAA/DCUSA Secretariat will deliver the role of TSG Chair, as endorsed by the SPAA EC and DCUSA Panel.
- 4.2 The Chair's role is to:
  - (a) chair meetings;
  - (b) ensure adherence to the agenda;
  - (c) ensure discussion remains focussed; and
  - (d) facilitate decision making.
- 4.3 The Chair is not a member and does not have a vote.
- 4.4 The Chair will also be empowered to recommend the establishment of sub-groups to consider specific TRAS and/or ETTOS issues and/or change proposals where appropriate. However, sub-groups will need to be approved by the TSG members. Furthermore, no formal decision making powers may be delegated by the TSG to those sub-groups.
- 4.5 If the Chair does not attend a meeting, one of the members attending the meeting shall act as Chair for that meeting.

## **5 Secretariat**

- 5.1 The TSG will be supported by the SPAA/DCUSA Secretariat who shall be responsible for:
  - (a) booking, convening and circulating notice of meetings;
  - (b) circulating the agenda for each meeting of the TSG at least 5 working days in advance of the meeting (or as far in advance as reasonably practicable in the case of emergency meetings);
  - (c) writing minutes in a style and level of detail specified by the TSG;
  - (d) circulating minutes, no later than 5 working days following the meeting and publishing on the website for TSG members to view.

## **6 Meetings, Decision Making and Quoracy**

- 6.1 The TSG will schedule meetings on a quarterly basis. Meetings will be hosted primarily by the Secretariat, or where possible by TSG members.
- 6.2 A minimum of five individual members will be required to attend each meeting to ensure that it is quorate, including at least 2 DCUSA Ltd board directors and at least 2 SPAA Ltd board directors.

- 6.3 Members can attend meetings by telephone or video conferencing facilities.
- 6.4 Meetings will ordinarily be scheduled on not less than 5 working days' notice but may be convened by the Chair on less notice in the case of emergency meetings where appropriate.
- 6.5 The Chair will be entitled to cancel any scheduled meeting of the TSG if the Chair considers there are insufficient items of importance for debate at the meeting to warrant holding it. However, if the Chair proposes cancelling a meeting and a TSG member promptly objects to such cancellation, then the meeting shall proceed as planned.
- 6.6 Each TSG member shall be entitled to attend, and to speak and vote at, every meeting of the TSG.
- 6.7 All decisions of the TSG shall be by resolution. In order for a resolution of the TSG to be passed at a meeting, a unanimous decision by TSG Members present at that meeting will be required, excluding members who choose to abstain.
- 6.8 A resolution in writing signed by or on behalf of all the TSG Members shall be as valid and effective as if it had been passed at a meeting of the TSG duly convened and held. Such a resolution may be signed in any number of counterparts.
- 6.9 Recommended solutions to issues may be agreed at the meeting. The recommendations may include, but are not limited to, changes to the TRAS or ETTOS operational services, ETTOS or TRAS contracts, or best practice guidance to SPAA/DCUSA parties.
- 6.10 Where sufficient members are not able to attend a particular meeting in order for it to be quorate, then the meeting will be cancelled and another meeting arranged when sufficient members can attend.
- 6.11 The Chair may invite non-members to attend and speak (but not vote) at all or part of a TSG meeting.

## **7 Reporting**

- 7.1 Minutes from the TSG meetings will be published on a secure area of the SPAA and DCUSA websites for TSG members to view.
- 7.2 The TSG reports directly to the SPAA EC/SPAA Ltd and the DCUSA Panel/DCUSA Ltd.

## **8 Funding**

- 8.1 The TSG will be responsible for the costs of secretariat services and ancillary charges such as teleconferencing charges. These costs will be shared on a 59/41 basis between DCUSA and SPAA respectively.

- 8.2 The TSG members are entitled to be reimbursed for reasonable travel expenses incurred in attending meetings.
- 8.3 The TSG will be responsible for managing the TRAS and ETTOS budgets. Proposed budgets for the upcoming year will be reported to the SPAA EC and DCUSA Panel each November, to enable this to be factored into the overall SPAA and DCUSA budget process.
- 8.4 The TSG may request legal advice or other profession advice in relation to its activities.
- 8.5 When making decisions with cost impacts, the TSG should be mindful of the overall SPAA and DCUSA budgets.