

Relevant Regulation and Legislation

1. Executive Summary

In brief:

- A DNO can undertake a de-energisation or re-energisation (and can therefore authorise others to do so in the DNO's behalf). DNOs have statutory rights to disconnect a premises (which includes de-energisation). DNOs have also supplemented these statutory rights via their contracts with the persons that would be affected by de-energisation – electricity suppliers (under the DCUSA) and connectees (under connection agreements). However, these contractual rights are largely aligned with the statutory rights.
- DNOs have agreed in the DCUSA to notify the electricity supplier of a de-energisation. However, a DNO does not need a supplier's permission to de-energise a connection.
- Therefore, an authorisation scheme does not seem necessary. However, if there was to be a scheme between electricity distributors and suppliers, then DCUSA is probably the most appropriate home for such a scheme.

2. DNO De-energisation under Section 2A, DCUSA

The relationship between distributors and electricity suppliers is documented in Section 2A of the DCUSA. De-energisation and re-energisation works are governed primarily by Clause 25.

Clause 25.8 sets out the right of the distributor to de-energise a connection. The right to de-energise under Clause 25.8 can only be exercised after giving the supplier two working days' prior notice, and only where the DNO is either entitled to do so under the connection agreement (see paragraph 3 below) or where one or more of the conditions in Clauses 18.2 and 18.3/18.4 cease to be satisfied. The requirements of Clauses 18.2 and 18.3/18.4 include matters such as there being a connection agreement and an appointed meter operator, and also that the distributor is not entitled to disconnect the premises under schedule 6 of the Electricity Act 1989 (see paragraph 4 below).

Clause 25.9 then goes on to describe circumstances in which a distributor can de-energise without giving prior notice to the supplier, but the distributor must notify the supplier after the de-energisation, by the end of the next working day when MPAS is available at the latest. These de-energisation rights cover matters such as DCUSA Schedule 8 (Demand Control) and health & safety risks (see paragraph 5 below).

Where a distributor de-energises under Clause 25, it must re-energise as soon as is reasonably practicable. Clause 25.11.3 sets out whether a distributor's de-energisation and re-energisation works will be paid for by the supplier.

3. DNO De-energisation under Connection Agreements

The National Terms of Connection (DCUSA Schedule 2B) set out the standard terms of the connection agreements made between distributors and customers.

For 'small' connections, section 2 of the NTC apply. Clause 7 provides that the distributor can cut-off the flow of electricity where it is entitled to do so under legislation, the DCUSA or other industry codes.

Section 3 applies to larger (metered) connections. Clause 5 provides that the distributor has the right to immediately de-energise a connection in an emergency situation, where it is of the reasonable opinion that doing so would be necessary or expedient to avoid immediate injury or damage. Additionally, the distributor has the power to de-energise in situations where the threat of injury or damage is not immediate, however they must give the customer as much advance notice as possible. A distributor may also de-energise a connection on the request of either the customer or the person registered as responsible for the metering system. The connection agreement terms also permit the distributor to de-energise a connection where prescribed legislation permits it (including under the Act and Regulations discussed in paragraphs 4 and 5 below) or where it is necessary or reasonable for the distributor to do so as part of a system outage carried out in accordance with applicable legislation and in order to permit others to connect to the distribution system. Where de-energising a connection as part of a system outage, the distributor must notify the customer. A distributor may also de-energise a connection at any time and without needing to notify the customer if one of the conditions in Clauses 5.6.1 to 5.6.7 is satisfied. This includes scenarios where the customer has behaved in bad faith, for example by breaching the agreement or the law and by stealing electricity or using it in authorised ways, and scenarios where the distributor is required to do so by the legal and regulatory framework or reasonably considers it necessary in the interests of safety.

4. DNO De-energisation under the Electricity Act 1989

Schedule 6 to the Electricity Act 1989 sets out the Electricity Code. Under these provisions, a licensed distributor has the right to de-energise (or 'disconnect', in the terms of Sch. 6) a connection where a customer commits the offence of intentionally or negligently damaging any electrical line or electrical plant provided by the distributor (paragraph 6), or where a previously disconnected connection is restored by an unauthorised person (paragraph 5).

Where a distributor de-energises a connection under paragraph 6, it will not be obliged to reconnect it until the matter leading to the disconnection has been resolved or the offender is no longer the occupier or owner of the property.

Further disconnection rights are provided for under Schedule 6, but these are for licensed suppliers.

5. DNO De-energisation under the Electricity Safety, Quality and Continuity Regulations 2002

The Electricity Safety, Quality and Continuity Regulations 2002 are made under the Electricity Act 1989.

These Regulations provide rights for a licensed distributor to de-energise (disconnect or discontinue in the terms of the Regulations) a supply under Regulations 26 and 29.

Regulation 26 provides for disconnection on notice where the premises is interfering with the distribution system, or without notice where justified on the grounds of safety.

Regulation 29 allows a licensed distributor a broad power to discontinue a supply for the purposes of testing or any other purpose connected with the carrying on of the distributor's activities. Such a discontinuation must only be as long as is necessary and, save for certain exceptions, can only be carried out after at least two days' written notice has been received by every customer that is likely to be affected. The exceptions to the notice requirement include where de-energisation has been agreed, where it is necessary for safety purposes or for essential repairs and where the notice has not been received by the affected parties due to circumstances outside of the distributor's control.