

Draft Legal Text¹

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On implementation of this Change Proposal, add the following new definitions to Clause 1:

<u>Consolidated Theft Processes</u>	<u>means the processes and procedures governed by this Agreement that are, on Energy Theft Consolidation, to become subject to the Retail Energy Code, as set out in the Theft Arrangements Schedule to the Retail Energy Code.</u>
<u>Energy Theft Consolidation</u>	<u>has the meaning given in the Retail Energy Code.</u>
<u>Retail Code Consolidation</u>	<u>has the meaning given in the Retail Energy Code.</u>
<u>Retail Energy Code</u>	<u>means the code of that name designated and maintained under the Supply Licences.</u>
<u>Retail Energy Code Company</u>	<u>means RECCo, as defined in the Retail Energy Code.</u>

On implementation of this Change Proposal, amend the following definitions in Clause 1:

Energy Theft Tip-Off Service	means a service by which members of the public can report instances (or potential instances) of energy theft (including Theft of Electricity), <u>which service is, from Energy Theft Consolidation, being moved from this Agreement to the Retail Energy Code.</u>
Revenue Protection Code of Practice	means <u>(a) until Retail Code Consolidation, the code of practice set out in Schedule 23; or (b) from Retail Code Consolidation, the Theft Code of Practice Schedule which forms part of the Retail Energy Code.</u>
Theft Risk Assessment Service Arrangements	means the arrangements for a theft risk assessment service and other related measures that the Supplier Parties are obliged to maintain pursuant to the Supplier Licences (but excluding the Energy Theft Tip-Off Service), <u>which service is, from Energy Theft Consolidation, being moved from this Agreement to the Retail Energy Code.</u>

With effect from 'Retail Code Consolidation' as designated by Ofgem under the REC, delete the

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With effect from of 'Energy Theft Consolidation' as designated by Ofgem under the REC, amend Clause 5.3 as follows:

5.3 Without prejudice to any other duties or obligations imposed on it under this Agreement, the Panel shall, subject to and in accordance with the other provisions of this Agreement:

...

5.3.10A arrange, in return for a charge not exceeding the reasonable cost of so doing, for the following to be supplied to any person requesting a copy of the same:

(A) an accurate and up-to-date copy of this Agreement; and

(B) subject to Clauses 57.1 and 57.3.1, any document referred to in Clause 5.3.10(B) or 5.3.10(C).

5.3.11 at the written request of the Authority, collect and provide to the Authority (or publish in such manner as the Authority may direct) such information regarding the operation of this Agreement as the Authority may reasonably request (and each Party shall provide to the Panel such information as the Panel reasonably requires in order to enable the Panel to comply with any such request of the Authority);

5.3.12 endeavour to establish joint working arrangements with other relevant industry committees and panels in order to facilitate robust interaction between this Agreement and the industry documents for which such industry committees and panels are responsible; and

5.3.13 consider whether it is appropriate to obtain insurance in respect of the costs, charges, expenses, damages and other liabilities referred to in Clause 6.20, and, where it is appropriate to do so, obtain such insurance.▼

5.3.14 ▼

With effect from 'Energy Theft Consolidation' as designated by Ofgem under the REC, delete Clause 32.5:

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With effect from 'Retail Code Consolidation' as designated by Ofgem under the REC, amend Clause 32 as follows:

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32.1▼ 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

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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. The Company may cease providing the Revenue Protection Service to the User under this Agreement, provided that the Company gives the User at least three months' advance notice of the date on which the Company will cease providing the Revenue Protection Service. The User may terminate a Revenue Protection Service that is provided by the Company under this Agreement, provided that the User gives the Company at least three months' advance notice of the date on which the User is to cease taking the Revenue Protection Service from the Company.

With effect from of 'Retail Code Consolidation' as designated by Ofgem under the REC, delete Clause 32A:

On implementation of this Change Proposal, add a new Clause 32B as follows:

32B. ENERGY THEFT CONSOLIDATION

32B.1 The Panel shall make any and all arrangements necessary for, arising as a result of, or reasonably incidental to: (a) the deletion from this Agreement of Schedule 25 (Theft Risk Assessment Service), Schedule 26 (Energy Theft Tip-Off Service) and Schedule 30 (The Electricity Theft Detection Incentive Scheme); (b) Energy Theft Consolidation and the transfer of the Consolidated Theft Processes to the Retail Energy Code; and/or (c) Retail Code Consolidation and the transfer of the Revenue Protection Code of Practice to the Retail Energy Code. Such arrangements shall include the termination, novation, sale, transfer or other disposal of the contracts, data and other assets of DCUSA Ltd relating to the same.

32B.2 With effect from immediately prior to Energy Theft Consolidation, the following Schedules of this Agreement shall be deleted from this Agreement: Schedule 25 (Theft Risk Assessment Service), Schedule 26 (Energy Theft Tip-Off Service) and Schedule 30 (The Electricity Theft Detection Incentive Scheme). The ongoing rights and obligations of the Parties under those Schedules shall end on such deletion, but without prejudice to the rights and liabilities of each Party that accrued prior to such deletion (subject to Clause 32B.3).

32B.3 With effect from Energy Theft Consolidation, the following provisions shall apply:

32B.3.1 all accrued rights and liabilities of each Supplier Party and DNO/IDNO Party in connection with the Consolidated Theft Processes shall cease to be subject to this Agreement, and shall instead be treated as rights and liabilities under and subject to the Retail Energy Code (as described in the Retail Energy Code);

32B.3.2 DCUSA Ltd is released from all its outstanding obligations in respect of the Consolidated Theft Processes, and releases all its outstanding rights in respect of the Consolidated Theft Processes;

32B.3.3 notwithstanding Clause 32B.3.2, DCUSA Ltd shall provide all reasonable co-operation and assistance requested by the Retail Energy Code Company concerning the Consolidated Theft Processes; and

32B.3.4 notwithstanding Clause 32B.3.2, DCUSA Ltd (and the Secretariat) shall, under Schedule 30 (The Electricity Theft Detection Incentive Scheme) and in respect of the scheme year last ending prior to Energy Theft Consolidation, remain responsible for producing the scheme year summary report and for calculating and processing the incentive scheme debits and credits.

32B.4 With effect from immediately prior to Retail Code Consolidation, the following Schedules of this Agreement shall be deleted from this Agreement: Schedule 23 (Theft of Electricity Code of Practice) and Schedule 27 (Resolving Unregistered Consumers Code of Practice). The ongoing rights and obligations of the Parties under those Schedules shall end on such deletion, but without prejudice to the rights and liabilities of each Party that accrued prior to such deletion (subject to Clause 32B.5).

32B.5 With effect from Retail Code Consolidation, all accrued rights and liabilities of each Supplier Party and DNO/IDNO Party in connection with Schedules 23 (Theft of Electricity Code of Practice) and 27 (Resolving Unregistered Consumers Code of Practice) shall cease to be subject to this Agreement, and shall instead be treated as rights and liabilities under and subject to the Retail Energy Code (as described in the Retail Energy Code).

On implementation of this Change Proposal, amend Schedule 14, Paragraph 3(a) as follows:

3. The following shall be accessible through the Public Pages:

- (a) this Agreement (excluding while it forms part of this Agreement, the Revenue Protection Code of Practice);
- (b) a list of the Parties;
- (c)

On implementation of this Change Proposal, amend Schedule 14, Paragraph 3A(a) as follows:

3A. Subject to Paragraph 6, the following shall only be accessible through the Password Controlled Pages:

- (a) while the Revenue Protection Code of Practice forms part of this Agreement, the full text of this Agreement, including the Revenue Protection Code of Practice;
- (b) minutes of (and papers associated with) the meetings of the Panel, Working Groups and the DCUSA Ltd board of directors that are not made accessible under Paragraph 3;
- (c) the contact details for Contract Managers and holders of Web Accounts;

- (d) the contact details for receipt of information under Clause 30.13 (under which Users are notified of significant off-supply incidents);
- (e) [\[not used\]](#); and
- (f) a file in .csv format containing the collated information for rota Load Block Alpha Identifiers, in accordance with paragraph 13 of Schedule 8.

With effect from 'Energy Theft Consolidation' as designated by Ofgem under the REC, delete the following Schedules and replace each of them with 'Not Used':

- Schedule 25 (Theft Risk Assessment Service);
- Schedule 26 (Energy Theft Tip-Off Service); and
- Schedule 30 (The Electricity Theft Detection Incentive Scheme).

With effect from 'Retail Energy Code Consolidation' as designated by Ofgem under the REC, delete the following Schedule and replace with 'Not Used':

- Schedule 23 (Revenue Protection Code of Practice); and
- Schedule 27 (Resolving Unregistered Consumers Code of Practice).

Gowling WLG (UK) LLP

8 October 2020