

## DCP 391 ‘Retail Code Consolidation Significant Code Review’

### Draft Legal Text

**Add/Amend/Delete the following definitions under Clause 1 in Section 1A as follows:**

#### Consequential Change

means either (as the context requires) a Change Proposal under this Agreement or a variation to another Energy Code, which (in either case) the Cross Code Steering Group has designated as such, and which the Cross Code Steering Group considers would be necessary to give full and timely effect to a variation under a different Energy Code (if that variation was approved).

#### Cross Code Steering Group

means the group of that name described in the Change Management Schedule to the Retail Energy Code.

#### **Daily Statement**

means a statement based on the Supercustomer DUoS Report and providing the data items set out in ~~Data Transfer Catalogue~~ the D0242 data flow / market message as amended from time to time in accordance with the provisions of the ~~Master Registration Agreement.~~ Retail Energy Code.

#### Data Item

means the most granular level of data defining a specific attribute in respect of a data type, the permissible values for which are defined and controlled in the Energy Market Data Specification.

#### ~~Data Transfer Catalogue~~

~~means the catalogue of data flows, data definitions and data formats established under the Master Registration Agreement.~~

## De-register

means:

- (a) in relation to a Metering Point, to change the status of the Supply Number relating to that Metering Point within MPAS so as to prevent any further registrations (as defined by the ~~Master Registration Agreement~~Retail Energy Code) in respect of that Supply Number (and De-registered shall be construed accordingly, and De-registration Notice shall be construed as a notice issued by the Company to De-register); and
- (b) in relation to a Metering System, to De-register that Metering System in accordance with the provisions of the Balancing and Settlement Code.

## Energy Codes

means a code or agreement maintained pursuant to one or more licences granted under the Electricity Act 1989 or the Gas Act 1986.

## Energy Market Data Specification

means the Data Specification which forms part of the REC.

## Lead Code

means the Energy Code which the Cross Code Steering Group has designated as such for the purpose of progressing a variation that has an impact on more than one Energy Code.

## ~~Master Registration Agreement or MRA~~

~~has the meaning given to the term “Master Registration Agreement” in the Distribution Licence.~~

**Market Message**

means a message containing Data Items intended to be sent under or in connection with an Energy Code.

**Meta Data Owner**

means the Energy Code responsible for the control of the meta data associated with the Data Item or Market Message, as identified in the Energy Market Data Specification. Changes to the meta data are administered via the change management or modification process under the relevant Energy Code, in conjunction with the REC Code Manager's administration of the Energy Market Data Specification, as described in the REC Change Management Schedule.

**Meter Operation Code of Practice  
Agreement**

has the meaning given to that term in the Retail Energy Code~~means the Meter Operation Code of Practice Agreement dated 8 September 1998.~~

**Metering Point**

means the point, determined in accordance with the MRA Transition Schedule to the Retail Energy Code ~~to the principles and guidance given at Schedule 9 of the Master Registration Agreement,~~ at which a supply to (export) or from (import) a Distribution System:

- (a) is or is intended to be measured; or
- (b) where metering equipment has been removed, was or was intended to be measured; or
- (c) in the case of an Unmetered Supply under the Unmetered Supplies Procedure, is deemed to be measured,

where in each case such measurement is for the purposes of ascertaining a Supplier/CVA Registrant's liabilities under the Balancing and Settlement Code.

## **MPAS**

has the meaning given to that term in the ~~Master Registration Agreement~~Retail Energy Code.

## **MPAS Registration System**

has the meaning given to that term in the ~~Master Registration Agreement~~Retail Energy Code.

## ~~MRASCo~~

~~has the meaning given to that term in the Master Registration Agreement.~~

## REC Code Manager

means the code manager for the REC.

## **Registered**

means, in respect of a Supplier/CVA Registrant and:

- (a) a Metering Point, that that Party is registered in respect of that Metering Point under and in accordance with the ~~Master Registration Agreement~~Retail Energy Code; and

- (b) a Metering System, that that Party is registered in respect of that Metering System under and in accordance with the BSC.

## Relevant Instruments

means:

- (a) the Act and all subordinate legislation made under it as amended from time to time;
- (b) the Data Protection Legislation and all subordinate legislation made under it as amended from time to time;
- (c) the Distribution Licence and the Supply Licence, and any determination, direction, consent or notice made or issued by the Authority pursuant to the terms thereof;
- (d) the Data Transfer Service Agreement;
- (e) the ~~Master Registration Agreement~~Retail Energy Code;
- (f) the Connection and Use of System Code;
- (g) the Balancing and Settlement Code;
- (h) the Smart Energy Code,

and, whether under any of the foregoing or otherwise, all authorisations, approvals, licences,

exemptions, filings, registrations, notarisations, consents and other matters which are required, or which a Company acting in accordance with Good Industry Practice would obtain, in connection with the provision of the services under this Agreement, of or from any Competent Authority.

**Retail Energy Code or REC**

means the code of that name designated and maintained under the Supply Licences.

**Retail Energy Code Company or RECCo**

means RECCo, as defined in the Retail Energy Code.

**Settlement Class MSID Count**

has the meaning given to that term in the data flow / market message (as amended from time to time in accordance with the provisions of the Retail Energy Code)~~Data Transfer Catalogue~~.

**Settlement Class Unit Count**

has the meaning given to that term in the data flow / market message (as amended from time to time in accordance with the provisions of the Retail Energy Code)~~Data Transfer Catalogue~~.

**Supercustomer DUoS Report**

means a report of profiled data by Settlement Class providing the data items set out in ~~Data Transfer Catalogue~~ the D0030 data flow / market message (as amended from time to time in accordance with the provisions of the ~~Master Registration Agreement~~Retail Energy Code).

**Supply Number**

has the meaning given to that term in the ~~Master Registration Agreement~~MRA Transition Schedule to the Retail Energy Code.

**Amend Clause 5.7.5 in Section 1B as follows:**

- 5.7 The following persons shall be entitled to attend and speak (but not vote) at any meeting of the Panel:
- 5.7.1 one person appointed from time to time, by notice to the Panel Secretary, by the Authority;
  - 5.7.2 one person appointed from time to time, by notice to the Panel Secretary, by the National Electricity Transmission System Operator;
  - 5.7.3 one person appointed from time to time, by notice to the Panel Secretary, by the Consumer Body (Citizens Advice and Citizens Advice Scotland acting together to jointly appoint one person);
  - 5.7.4 (at the invitation of the Panel from time to time) a representative of BSCCo;
  - 5.7.5 (at the invitation of the Panel from time to time) a representative of ~~MRASCo~~RECCo; and
  - 5.7.6 (at the invitation of the Panel from time to time) a representative of SECCo.

**Amend Clause 7.14.3 in Section 1B as follows:**

- 7.14 All meetings of the Panel shall be convened by the Panel Secretary on at least five Working Days' notice (subject to any requirements, under Section 1C, for meetings to be held within a shorter period). Such notice (which may be given by e-mail) must be given to:
- 7.14.1 the Panel Members and the Alternates;
  - 7.14.2 the appointed persons referred to in Clause 5.7;
  - 7.14.3 (where the Panel has resolved to invite representatives of one or more of them) one or more (as applicable) of BSCCo, ~~MRASCo~~RECCo and/or SECCo; and
  - 7.14.4 the Parties.

**Amend the text under Clause 8.9.2 in Section 1B as follows:**

- 8.9 Subject to Clause 8.9A, the amount (a Cost Contribution) that each Party shall be obliged to bear as its share of the Recoverable Costs, in respect of each Quarter, shall:

- 8.9.1 in the case of each CVA Registrant (in its capacity as such), the OTSO Party and each Gas Supplier Party (in its capacity as such), be zero; and
- 8.9.2 in the case of each other Party, be calculated as follows:

$$CC = 50\% \times \frac{N}{TN} \times RC$$

where:

**CC** is the relevant Party's Cost Contribution (other than that which is subject to Clause 8.9A) in respect of that Quarter;

**N** is, in respect of a DNO Party or an IDNO Party, the aggregate number of Metering Points which each such Party has on its MPAS Registration System; and, in respect of a Supplier Party, the aggregate number of Metering Points against which that Party is registered across all of the MPAS Registration Systems (based, in each case, on the average figure for the three months comprising that Quarter and provided under clause [27.66.43](#) of the MRA [Transition Schedule of the REC](#));

**TN** is, in respect of each Party and that Quarter, the aggregate number of Metering Points across all of the MPAS Registration Systems (based on the average aggregate figure for the three months comprising that Quarter and provided under clause [27.66.43](#) of the MRA [Transition Schedule of the REC](#)); and

**RC** is the total amount of the Recoverable Costs (other than those which are subject to Clause 8.9A) incurred, or otherwise accounted for, in that Quarter.

**Insert new Clauses 10.24 to 10.30 in Section 1C as follows:**

**Cross Code Steering Group**

10.24 The Panel shall from time to time nominate to the REC Code Manager one or more representatives to sit on the Cross Code Steering Group. The Panel shall ensure that each of the nominated individuals has the appropriate skills, knowledge and experience to participate in accordance with the Cross Code Steering Group's terms



of reference, and that they do actively in their role as part of the Cross Code Steering Group.

#### **Process where the Agreement is the Lead Code**

10.26 Where the Cross Code Steering Group determines that this Agreement is to be used as the Lead Code for a Change Proposal, then:

10.26.1 the Secretariat shall progress that Change Proposal in accordance with this Agreement; and

10.26.2 the Secretariat shall coordinate with the code administrators of the other affected Energy Codes so that they can manage the processes under their Energy Codes in parallel with the process under this Agreement;

10.26.3 the Change Proposal shall only be approved if both (i) the Change Proposal is approved in accordance with this Agreement; and (ii) the associated Consequential Changes under the other Energy Codes are all approved in accordance with those other Energy Codes; and

10.26.4 if the Change Proposal is approved in accordance with this Agreement, but one or more of the associated Consequential Changes under the other Energy Codes are not approved in accordance with those other Energy Codes, then the Panel may, within 30 days of the decision or other determination which triggered the application of this sub-clause, refer the Change Proposal and all associated Consequential Changes to the Authority for a decision (as if Clause 13.17 applied, and as if the Panel had been designated under Clause 10.2.4).

#### **Process where this Agreement is not a Lead Code**

10.27 Where the Cross Code Steering Group determines that an Energy Code other than this Agreement is to be used as the Lead Code, then the Secretariat shall progress the relevant Consequential Change in accordance with this Agreement, but subject to the following:

10.27.1 the Secretariat shall progress the Consequential Change in parallel with the variation under the Lead Code, and subject to the timetable determined under the Lead Code;

10.27.2 the Consequential Change shall only be approved if both (i) the Consequential Change is approved in accordance with this Agreement; and (ii) the variation to the Lead Code is approved in accordance with the Lead Code; and

10.27.3 if the variation to the Lead Code is approved, but the Consequential Change is not approved in accordance with this Agreement, then the panel (or other relevant body) under the Lead Code may refer the decision in respect of the Consequential Change to the Authority (as if Clause 13.17 applied, and as if such body had been designated under Clause 10.2.4); provided that such referral must be made within 30 days after the later of the approval under the Lead Code or the rejection under this Agreement

### **Raising Change Proposals**

10.28 Where a Consequential Change to this Agreement has been identified by the Cross Code Steering Group in connection with a proposed change to another Energy Code, the code manager/administrator for that other Energy Code shall be entitled to raise a Change Proposal under this Agreement to deal with such consequential change. In such cases, the code manager/administrator shall be treated as if it had been designated in writing by the Authority under Clause 10.2.4.

### **Energy Market Data Specification**

10.29 The Secretariat shall ensure that the meta data for all relevant Market Messages and Data Items utilised under this Agreement are defined within the Energy Market Data Specification, and (if necessary) shall raise a change under the REC Change Management Schedule to rectify any errors or omissions.

10.30 Where a variation is progressed in relation to a Market Message and/or Data Item defined within the Energy Market Data Specification, the relevant Meta Data Owner shall be defined as the Lead Code for the variation.

### **Amend Clause 12.12.1 in Section 1C as follows:**

12.12 In undertaking the calculations provided for in Clause 12.11, the Secretariat shall rely upon:

- 12.12.1 in the case of Clauses 12.11(a) and (b) the information regarding registrations last provided under ~~clause 27.6 of the MRA~~ Transition Schedule to the Retail Energy Code and made available to the Secretariat prior to the vote in question; and
- 12.12.2 in the case of Clause 12.11(c), the Party Details as set out in Schedule 11 on the date of the vote in question.

**Amend Clause 16.1.7 in Section 2A as follows:**

- 16.1 The rights and obligations of each Company as against each User (and of each User as against each Company) under Clauses 18 to 25 (inclusive) and 29 to 33 (inclusive) are conditional upon each of the following conditions precedent being fulfilled:
- 16.1.1 where the User has not previously been Registered in respect of any Metering System or Metering Point relating to an Entry Point or an Exit Point on the Company's Distribution System, that the User has notified the Company that the User intends to become so Registered and that the User and the Company have exchanged such contact, invoicing and other similar information as the other reasonably requests;
- 16.1.2 where the User is a Supplier Party, that the User holds a Supply Licence;
- 16.1.3 where the User is a CVA Registrant, that the User is a BSC Party and is Registered in respect of one or more CVA Metering Systems that are connected directly to a Distribution System;
- 16.1.4 that the Company holds a Distribution Licence;
- 16.1.5 that both the User and the Company are party to the Connection and Use of System Code and any necessary supplemental agreement pursuant to it (to the extent that the User or the Company is required to do so by its Licence, and/or the Company is required by the CUSC not to provide Use of Distribution System unless the User does so);
- 16.1.6 that both the User and the Company are party to the Balancing and Settlement Code;
- 16.1.7 where the User is a Supplier Party, that the ~~Master Registration Agreement~~ Retail Energy Code and the Data Transfer Service Agreement are

in full force and effect between the User and the Company, and that such agreements are unconditional save for any conditions that this Agreement becomes unconditional; and

- 16.1.8 that both the User and the Company are (if required to be by their licence under the Act) party to the Smart Energy Code.

**Amend Clause 19.2.2 (B) in Section 2A as follows:**

19.2 The “Other Charges” shall be:

19.2.1 the charges for (i) the provision of MPAS (ii) (where applicable) the provision of Legacy Meter Asset Provision and of Data Services, and (iii) (where applicable) the provision of last resort supply payments (all pursuant to the Company’s obligations under, respectively, Condition 18, Condition 36, and Condition 38 of its Distribution Licence);

19.2.2 (to the extent not captured within Clause 19.1C) the charges for certain services ancillary to those for which Use of System Charges are levied and which are provided by the Company to the User pursuant to any of:

(A) the BSC and the CUSC; or

(B) the ~~Master Registration Agreement~~[Retail Energy Code](#); and

19.2.3 the charges for any other services provided by the Company to the User pursuant to:

(A) a provision of this Section 2A; or

(B) any other agreement between the Company and the User for the provision of such services which provides for payment pursuant to this Agreement.

**Amend Clause 19.9 in Section 2A as follows:**

19.9 Notwithstanding Clause 15.3, the Company may charge the User Use of System Charges calculated by reference to electricity assessed to have been supplied to a Customer while a customer of the User during a period in which the User was supplying electricity to that Customer in accordance with a last resort supply direction issued by the Authority in accordance with Condition 8 of the User’s Supply Licence

from the time that the direction takes effect. This right subsists from the date on which the last resort supply direction takes effect, and continues regardless of whether the Metering Point applying to the Customer is registered to the User in accordance with the ~~Master Registration Agreement~~[Retail Energy Code](#), until such time as the relevant Metering Point is registered to another supplier in accordance with the terms of the ~~Master Registration Agreement~~[Retail Energy Code](#).

**Amend Clause 22.1.1 in Section 2A as follows:**

22.1 This Clause 22 applies in respect of those Charges:

22.1.1 to be calculated by reference to the number or frequency of specific transactions, except where the billing and payment arrangements are otherwise provided for under the ~~Master Registration Agreement~~[Retail Energy Code](#), the BSC, or the CUSC; or

22.1.2 referred to in Clauses 18.3.5 and 32.1,  
(such Charges being Transactional Charges).

**Amend Clause 23.4 in Section 2A as follows:**

23.4 Failure by the User to remedy a Payment Default within four Working Days of receipt of a Late Payment Notice from the Company shall be a material breach of this Agreement by the User for the purposes of Clause 54.1.1, and the Company shall be entitled to take actions to suspend registration services in accordance with the provisions of the ~~Master Registration Agreement~~[Retail Energy Code](#). Where the Company takes such action, it shall send a copy of any notice that it is required to issue pursuant to those provisions to the User and the Panel (care of the Secretariat).

**Amend Clause 25.5 and 25.6.2 in Section 2A as follows:**

25.5 If the User resolves to Energise or Re-energise a Metering Point or Metering System pursuant to Clause 25.4: 25.5.1 the User shall decide on the extent and nature of the Energisation Works or Re-energisation Works and the User shall undertake such Energisation Works or Re-energisation Works at its own cost; and 25.5.2 when such Energisation Works or Re-energisation Works are complete the User shall, in accordance with the ~~Master Registration Agreement~~[Retail Energy Code](#) or the BSC

(as applicable), instruct the MPAS Provider to register the relevant Metering Point as Energised (but only, in the case of an Unmetered Supply, if the Energisation Works or Re-energisation Works have allowed the flow of electricity through the relevant Exit Point).

25.6 If the User resolves to De-energise a Metering Point or a Metering System pursuant to Clause 25.4:

25.6.1 the User shall decide on the extent and nature of the De-energisation Works and the User shall undertake such De-energisation Works at its own cost;

25.6.2 (in respect of Metering Points) when such De-energisation Works are complete, the User shall, in accordance with the ~~Master Registration Agreement~~[Retail Energy Code](#), instruct the MPAS Provider to register the relevant Metering Point as De-energised (but only, in the case of an Unmetered Supply, if the Deenergisation Works have prevented the flow of electricity through the relevant Exit Point); and

25.6.3 (in respect of Metering Systems) when such De-energisation Works are complete, the User shall, in accordance with the BSC, instruct the CDCA to register the relevant Metering System as De-energised.

**Amend Clause 25.5 and 25.6.2 in Section 2A as follows:**

25.16 If a third party or a User on behalf of a third party contacts the Company to request directly or indirectly that the Company undertakes Works in relation to a Metering Point or Metering System because there is no reasonably foreseeable future use for that Metering Point or Metering System and the Company is satisfied that the third party is entitled to make such request, then the Company shall (subject to Clause 25.17) Disconnect the Metering Point in accordance with ~~the MRA-Schedule [XX]~~<sup>1</sup> or shall Disconnect the Metering System (as applicable).

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<sup>1</sup> This Schedule is to be introduced upon implementation of this Change Proposal and the reference here will be updated with the relevant number accordingly.

**Amend Clauses 27.1 and 27.2 in Section 2A as follows:**

**27. METER OPERATION CODE OF PRACTICE AGREEMENT**

- 27.1 The User shall procure that the Meter Operator Agent appointed for each Metering Point supplied by the User shall be a party to the Retail Energy Code, ~~the Meter Operation Code of Practice Agreement~~, and shall comply with the Meter Operation Code of Practice ~~Agreement~~ in relation to that Metering Point.
- 27.2 The Company shall be party to the Retail Energy Code, and shall comply with, the Meter Operation Code of Practice ~~Agreement~~.

**Amend Clauses 29.4 and 29.5 in Section 2A as follows:**

- 29.4 For the purposes of Clause 29.3, the Company and the User acknowledge that it shall be reasonable for the Company to require any Metering Data which the User (or its BSC Party Agent) is obliged to provide to the Company and/or the relevant MPAS Provider in accordance with the provisions of, and in the form specified by, the MRA REC and/or the BSC.
- 29.5 The User shall provide (or procure provision of) the Metering Data that it is required to provide (or procure the provision of) pursuant to Clause 29.3 in accordance with the timescales specified in the relevant provisions of the MRA-REC and/or the BSC (or, where none are specified, in accordance with the timescales specified in the Relevant Charging Statement).

**Amend Clauses 30.1 and 30.2 in Section 2A as follows:**

- 30.1 The User shall:
- 30.1.1 in the case of Metering Points, except for the renewal of an existing Contract entered into after 31 August 1998, as soon as is reasonably practicable following, either:
- (A) where a Notice of Objection (as defined in the Master Registration Agreement Retail Energy Code) is not received in relation to the User's application to become Registered in respect of that Metering

Point, the expiry of the Objection Raising Period (as defined in the [Master Registration Agreement](#)[Retail Energy Code](#)); or

- (B) where a Notice of Objection is received in relation to the User's application for Registration, the withdrawal of that Notice of Objection;

30.1.2 in the case of Metering Systems, except for the renewal of an existing Contract entered into after 31 August 1998, as soon as is reasonably practicable following the Registration Effective From Date (as defined in the Balancing and Settlement Code, BSCP20) in respect of that Metering System,

(in each case) provide the information set out in Clause 30.2 to the Company in respect of the relevant Exit Point or Entry Point.

30.2 The information referred to in Clause 30.1 is:

30.2.1 the relevant Supply Number core data (as defined in the [Master Registration Agreement](#)[Retail Energy Code](#)) or (as applicable) the relevant Metering System Identifier (as referred to in the Balancing and Settlement Code, BSCP20);

30.2.2 the relevant Connectee's name;

30.2.3 the Metering Point or Metering System address;

30.2.4 in respect of an Exit Point, the Customer's Maximum Import Capacity if:

- (A) the Customer is not a Domestic Customer (as defined in the Supply Licences);
- (B) the Customer has a maximum power requirement of not less than 20 kVA; and
- (C) the Customer is a new owner or occupier of the site; and

30.2.5 in respect of an Entry Point, the Maximum Export Capacity.

**Amend Clause 37.1.4 in Section 2B as follows:**

37.1 The rights and obligations of each Company as against each User (and of each User as against each Company) under the remaining Clauses of this Section 2B (save for



Clauses 50 and 51) are conditional upon each of the following conditions precedent being fulfilled:

- 37.1.1 that the User holds a Distribution Licence or is the OTSO Party;
- 37.1.2 that the Company holds a Distribution Licence;
- 37.1.3 that both the User and the Company are party to the Connection and Use of System Code and any necessary supplemental agreement pursuant to it;
- 37.1.4 that both the User (unless it is the OTSO Party) and the Company are party to the ~~Master Registration Agreement~~Retail Energy Code and the Data Transfer Service Agreement;
- 37.1.5 that both the User and the Company are party to the BSC; and
- 37.1.6 that both the User and the Company are party to the Smart Energy Code.

**Amend Clauses 52C.1 and 52C.2 in Section 2C as follows:**

**52C. METER OPERATION CODE OF PRACTICE ~~AGREEMENT~~**

- 52C.1 The Gas Supplier shall procure that the Gas Meter Asset Manager which carries out Permitted Third Party Metering Works, De-energisation Works and/or Re-energisation Works pursuant to Clause 52B shall be party to the ~~Retail Energy Code~~Meter Operation Code of Practice Agreement, and shall comply with the Meter Operation Code of Practice ~~Agreement~~ in relation to those works.
- 52C.2 The Company shall be party to the Retail Energy Code, and shall comply with, the Meter Operation Code of Practice ~~Agreement~~.

**Amend Clauses 52I.1 and 52I.2 in Section 2D as follows:**

**52I. METER OPERATION CODE OF PRACTICE ~~AGREEMENT~~**

- 52I.1 The Gas Supplier shall procure that the Gas Meter Asset Manager which carries out Permitted Third Party Metering Works, De-energisation Works and/or Re-energisation Works pursuant to Clause 52H shall be party to the Retail Energy

~~CodeMeter Operation Code of Practice Agreement~~, and shall comply with the Meter Operation Code of Practice ~~Agreement~~ in relation to those works.

- 52I.2 The Electricity Supplier shall procure that the Meter Operator Agent appointed for each Metering Point supplied by the Electricity Supplier shall be party to the Retail Energy Code~~Meter Operation Code of Practice Agreement~~, and shall comply with the Meter Operation Code of Practice ~~Agreement~~ in relation to that Metering Point.

**Amend Clause 52O.1 in Section 2E as follows:**

**52O. METER OPERATION CODE OF PRACTICE AGREEMENT**

- 52O.1 The Third Party Electricity Supplier shall procure that the Meter Operator Agent which carries out Permitted Third Party Metering Works, De-energisation Works and/or Re-energisation Works pursuant to Clause 52N shall be party to the Retail Energy Code~~Meter Operation Code of Practice Agreement~~, and shall comply with the Meter Operation Code of Practice ~~Agreement~~ in relation to those works.

**Amend Clause 52S.1 in Section 2F as follows:**

**52S. METER OPERATION CODE OF PRACTICE AGREEMENT**

- 52S.1 The Third Party Electricity Supplier shall procure that the Meter Operator Agent which carries out any and all works in respect of a Third Party Metering Point pursuant to Clause 52R shall be party to the Retail Energy Code~~Meter Operation Code of Practice Agreement~~, and shall comply with the Meter Operation Code of Practice ~~Agreement~~ in relation to those works.

**Amend Clause 54.2.2 in Section 3 as follows:**

- 54.2 For so long as an Event of Default is continuing, where a Supplier/CVA Registrant is a User under Section 2A, or where a DNO/IDNO/OTSO Party is a User under Section 2B, and, in either case, that Party is a Breaching Party pursuant to:
- 54.2.1 Clause 54.1.1 or 54.1.6, any Party to whom the obligations in question were owed shall be entitled to suspend its performance of the services described in Section 2 to the Breaching Party by notice in writing to the Breaching Party;

- 54.2.2 Clause 54.1.8, the Panel shall be entitled to instruct the REC Code Manager ~~each DNO/IDNO Party~~ to procure suspension of registration services for the Breaching Party under the ~~Master Registration Agreement~~ Retail Energy Code, in which case the DNO/IDNO Parties shall take reasonable steps to ensure that such suspension is implemented under the Retail Energy Code ~~procure such suspension, and the Panel shall notify the Breaching Party of such suspension and each DNO/IDNO Party shall report the alleged event of default to the MRA Executive Committee as required under the Master Registration Agreement~~; and
- 54.2.3 any other provision of Clause 54.1, any Party shall be entitled to suspend its performance of the services described in Section 2 to the Breaching Party by notice in writing to the Breaching Party,

and the Breaching Party shall pay to the suspending Party (in the case of Clauses 54.2.1 and 54.2.3) an amount equal to any reasonable costs incurred by such Party as a result of such suspension. Any party serving a notice under this Clause 54.2 shall send a copy of the notice to the Panel.

**Amend Clause 54.4A in Section 3 as follows:**

- 54.4A Where the Panel has instructed the DNO/IDNO Parties to procure suspension of registration services for a Party in accordance with Clause 54.2.2 and that Party remedies the DCUSA Payment Default, then the Panel shall notify each DNO/IDNO Party and the Authority that the DCUSA Payment Default has been remedied. Following receipt of such notification, each DNO/IDNO Party shall cease the suspension of registration services, and notify the ~~MRA Executive Committee~~ REC Code Manager that the suspension of registration services has been lifted.

**Amend Clauses 59.1.2 and 59.1.3 in Section 3 as follows:**

- 59.1 Unless otherwise agreed between the sender and the recipient, any notice, request or other communication under Section 2 shall be sent in accordance with Good Industry Practice, and Good Industry Practice will include sending it by the means (if any), and, with the content (if any), required pursuant to:
- 59.1.1 the Balancing and Settlement Code;

59.1.2 the ~~Master Registration Agreement~~[Retail Energy Code](#); and/or

59.1.3 the ~~Data Transfer Catalogue~~[Energy Market Data Specification](#).

**Amend the text in the table under paragraph 3.5 of Schedule 1 as follows:**

- 3.5 In addition to any other remedies available to it, the Company shall be entitled to take the following actions following a Cover Default (provided that, where the provision of MPAS to the User or the right to make future Connections (as applicable) has been suspended at any time after Day 0 + 5, the Company must, as soon as the Cover Default has been remedied, take such steps as are within its power to initiate the restoration of MPAS to the User or the right to make future Connections (as applicable)):

Working Days After Cover Default	Action Within the Company's Rights Under this Schedule
Day 0	Date of default
Day 0 + 1	Interest and administration fee start to apply
Day 0 + 1	Issue notice of default to Contract Manager containing a statement of the Indebtedness Ratio and send a copy of such notice to the Authority.
Day 0 + 3	Formal User response required
Section 2A	
Day 0 + 5	Initiate action to suspend provision of MPAS to User in accordance with the provisions of the <del>Master Registration Agreement</del> <a href="#">Retail Energy Code</a> , and notify the Authority.
Section 2B	

Day 0 + 5	Initiate action to suspend the right to make any further Connections to the Company's Distribution System, and notify both the User and the Authority.
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**Amend paragraph 4 of Schedule 14 as follows:**

- 4 Subject to Paragraph 5, Web Accounts shall only be given to the Panel, a Party, the Panel Secretary, the Secretariat, the Authority, the Consumer Body, ~~RECCo~~~~MPASCo~~, the National Electricity Transmission System Operator, BSCCo, SECCo or DCUSA Ltd (or to the employees of any of them.

**Amend the below definition in the Glossary of terms in Schedule 16 as follows:**

related MPAN has the meaning given to the expression "Related Metering Points" in the ~~Master Registration Agreement~~Retail Energy Code.

**Amend paragraph 3.3(h) of Schedule 19 as follows:**

- 3.3 The report shall contain the following data items in the following sequence for each invoice raised in respect of a half-hourly-settled Connectee:
- (a) the Market Domain I.D. of the EDNO;
  - (b) the GSP Group code of the DNO Party;
  - (c) the invoice reference number;
  - (d) the unique site reference of the connection within the EDNO Distribution System;
  - (e) the number of MPANs covered by the invoice;
  - (f) a list of the MPANs covered by the invoice (to be set out in accordance with Paragraph 3.5);
  - (g) the month and year of the consumption/production covered by the invoice;

- (h) the Line Loss Factor Class Id (as defined in the [MRA Energy Market Data Specification](#)) for each MPAN covered by the invoice (being, for each MPAN, the “LLFC Id”);
- (i) the fixed charge units (in days) covered by the invoice;
- (j) the units (in kWh) consumed/produced during the DNO Party’s super red, red or black charging time bands, for the MPANs and in the period covered by the invoice;
- (k) the units (in kWh) consumed/produced during the DNO Party’s amber or yellow charging time band, for the MPANs and in the period covered by the invoice;
- (l) the units (in kWh) consumed/produced during the DNO Party’s green charging time band, for the MPANs and in the period covered by the invoice;
- (m) the chargeable agreed capacity (in kVA) for the MPANs covered by the invoice;
- (n) the chargeable excess capacity (in kVA) for the MPANs covered by the invoice;  
and
- (o) the chargeable reactive power units (in kVARh) for the MPANs covered by the invoice.

**Amend paragraph 2.1 of Schedule 24 as follows:**

2.1 The codes to be used are those defined by reference to the [Data Transfer Catalogue Energy Market Data Specification](#) Data Item J1824 “Asset Condition Code” ~~governed under the Master Registration Agreement (MRA).~~

2.1.1 The asset condition codes for Category A Situations are referenced in the [MRA Energy Market Data Specification](#) with the prefix “A”

2.1.2 The asset condition codes for Category B Situations are referenced in the [MRA Energy Market Data Specification](#) with the prefix “B”.

2.1.3 The asset condition codes for Category C Situations are referenced in the [MRA Energy Market Data Specification](#) -with the prefix “C”.

**Amend the below definition under paragraph 8 of Schedule 32 as follows:**

**LLFC ID** has the meaning given in the [MRA-Energy Market Data Specification](#) to the expression ‘Line Loss Factor Class Id’.

**Add the following new Schedule (Disconnections)**

**SCHEDULE [XX]<sup>2</sup> – DISCONNECTIONS**

**1. INTRODUCTION**

**Purpose**

- 1.1 This Schedule sets out the processes that DNO/IDNO Parties and Supplier Parties shall undertake in order to ensure that disconnection of one or more Metering Points will result in a successful De-registration of a Metering Point.

**Scope and Objectives**

- 1.2 The scope of this Schedule is limited to governance and procedures related to the carrying out of Physical Disconnections and Logical Disconnections, and subsequent De-registration of Metering Points, save where the affected Metering Points relate to one or more Unmetered Supplies.
- 1.3 The objectives of this Schedule are to:
- (a) document procedures for the management of Physical Disconnections;
  - (b) document procedures for the management of Logical Disconnections;
  - (c) establish communication methods for the capture and transfer of information as required by DNO/IDNO Parties, Supplier Parties, and MPAS Providers to carry out disconnections and subsequent De-registration of Metering Points; and
  - (d) define the processes relating to the passing of data between parties in relation to disconnections.

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<sup>2</sup> The appropriate number will be given to this Schedule upon implementation of this Change Proposal.

## **Exclusions**

1.4 The following are specifically excluded from the scope of this Schedule:

- (a) matters relating to the contractual arrangements between a DNO/IDNO Party and a Customer;
- (b) any costs relating to asset recovery by a Supplier Party;
- (c) private network disconnections; and
- (d) matters relating to the disconnection of Unmetered Supplies that fall under the governance of the Balancing and Settlement Code (BSC), including BSC Procedure 520.

## **Glossary of Terms**

1.5 Words beginning with a capital letter that are not otherwise defined in this Schedule have the meanings given to them in Clause 1 of the main body of this Agreement, and the rules of interpretation set out in that Clause 1 also apply.

1.6 In this Schedule unless the context otherwise requires, the expressions below shall have the meanings set out below.

**Active Green Deal Plan** means a Green Deal Plan for which Green Deal Charges are scheduled or expected to be scheduled, as indicated by the fact that the associated Metering Point is indicated as being a Green Deal Metering Point.

**Customer** has the meaning given to that term in Paragraph 3.2 of this Schedule.

**Data Flow** has the meaning given to that term in the Energy Market Data Specification

**Disconnection Programme** means a situation in which multi-site Physical Disconnections at several sites are required to take place as part of a planned programme of works.



<b>Green Deal</b>	means the green deal scheme established pursuant to Part 1, Chapter 1 of the Energy Act 2011
<b>Green Deal Charges</b>	means payments required to be made under a Green Deal Plan by a Green Deal Bill Payer, as referred to in section 1(6) of the Energy Act 2011
<b>Green Deal Metering Point</b>	means any Metering Point where data items ‘GD MPAN ETD’ and ‘GD MPSAN EFD’ together indicate there is a Green Deal Plan in respect of the relevant premises
<b>Green Deal Plan</b>	has the meaning given to "green deal plan" in section 1(3) of the Energy Act 2011
<b>Logical Disconnection</b>	means the activities relating to the De-Registration of a Metering Point, where this is due to a change to the supply making one or more MPANs redundant.
<b>Meter Serial Number</b>	means the unique identifier for an individual meter point device.
<b>Metering Point Agents</b>	means a person appointed by a Supplier Party to act in any of the roles of Data Aggregator, Data Collector, or Meter Operator Agent in relation to a Metering Point.
<b>Physical Disconnection</b>	means the removal of the electrical supply to a Metering Point, including any activities required to make safe.
<b>Section 80 Notice</b>	means a notice of intended demolition made to a local authority in accordance with Section 80 of the Building Act 1984
<b>Section 81 Notice</b>	means a notice issued by a local authority in accordance with Section 81 of the Building Act 1984.

## **2. CONTEXT**

- 2.1 Where a person is seeking to commence demolition works to individual premises (one or many) or units, it is anticipated that they are likely to contact the relevant DNO/IDNO Party in the first instance in order to arrange for any residual electricity supply to be made safe.
- 2.2 A DNO/IDNO Party may decide to provide a quote and require to be paid for the work required in carrying out the Disconnection. In order to provide the quotation, the DNO/IDNO Party will need to collect and collate a variety of information.
- 2.3 There will also be instances whereby a person may first contact a Supplier Party directly, for example in relation to a single residential property. In these cases, the Supplier Party shall advise that person that the disconnection process is led by the DNO/IDNO Party, and may offer to take the relevant information from them and send it to that DNO/IDNO Party.
- 2.4 The intent of this Schedule is to provide a standard process such that each multi-site Disconnection Programme, single-site Physical Disconnection or any Logical Disconnection can be completed through key steps and information exchanges to ensure it is completed successfully for all impacted organisations.

## **3. PRINCIPLES**

- 3.1 A Disconnection Programme relates to situations where more than one Physical Disconnection will be required.
- 3.2 It is expected that organisations initiating Disconnection Programmes via contact with the DNO/IDNO Party might include local authorities, social landlords, and building developers. For the purpose of this Schedule, these organisations and any property owner (or other person acting on their behalf) are collectively referred to as the “Customer”, meaning the person that is the requestor of the Disconnection(s).
- 3.3 In the event of a Disconnection Programme, it is anticipated that the DNO/IDNO Party will drive the process as the party with whom the Customer contracts and whom the Customer will pay to facilitate the physical work required to Disconnect the supplies.

- 3.4 The DNO/IDNO Party shall remain the primary point of contact with the Customer throughout the Physical Disconnections procedure, and shall ensure that the Supplier Party and other market participants are kept informed in accordance with relevant governance, including this Schedule.
- 3.5 Where the Customer contacts a Supplier Party first in respect of a Physical Disconnection, the Supplier Party shall advise the Customer that the process is led by the DNO/IDNO Party and may offer to collect the relevant information the DNO/IDNO Party needs and send it to them via a Data Flow.
- 3.6 Nothing in this Schedule shall relieve Parties of any of their obligations in respect of any Energy Code.
- 3.7 There are a number of key activities required in order to ensure that a disconnection is completed successfully. This Schedule sets out a logical set of steps, but recognises that some events may occur in parallel for instances both of Physical Disconnections and Logical Disconnections.
- 3.8 Parties shall provide a point of contact for this procedure, which may be their Contract Manager or such other named individual as that Party nominates.

#### **4. SINGLE-SITE PHYSICAL DISCONNECTION**

- 4.1 This procedure is used where a Physical Disconnection is required to take place at a single site, which may include more than one MPAN where associated Metering Points exist.

##### **Step 1 - Customer requests disconnection**

##### **Step 1a - Customer contacts DNO/IDNO Party**

- 4.2 Where the Customer contacts the relevant DNO/IDNO Party to agree the details of the Disconnection, and in order to ensure that the DNO/IDNO Party can provide information to the Supplier Party and schedule the work efficiently, the following shall be collected by the DNO/IDNO Party but may be collected prior to the sending of the D0352 Data Flow in relation to the planned Physical Disconnection:
- (a) address of the property;

- (b) date from which the Customer will have responsibility for the site, if not already responsible;
- (c) contact details for the Customer, including name and telephone number for both works relating to any meter asset removal and for site works to disconnect supply; and
- (d) contact details for site access if different to those for the Customer.

4.3 The following additional information shall be provided prior to the sending of the D0352 Data Flow, but is not critical to begin the Disconnection process:

- (a) MPAN (s) and Meter Serial Number(s), if known;
- (b) planned demolition date;
- (c) earliest dates for both meter removal and disconnection (if meter(s) at site); and
- (d) whether any Active Green Deal Plans are associated with the Metering Point(s) at the property to be Disconnected.

4.4 Where the Customer is not the person responsible for the property at the time of initial contact, the DNO/IDNO Party may require that a letter of authority be provided. Any such letter shall:

- (a) clearly identify the person(s) currently responsible for the property; and
- (b) confirm the Customer's authority to act in relation to the Disconnection of the supplies.

4.5 Where the Customer is not the person responsible for the site, a DNO/IDNO Party shall be under no obligation to undertake any further activities in relation to the Disconnection unless and until the letter referred to in Paragraph 4.4 is provided.

4.6 Once all relevant information is received, the DNO/IDNO Party may provide a quote to the Customer within twenty (20) Working Days, in order to minimise delay to the process.

### **Step 1b - Customer contacts Supplier Party**

- 4.7 Where the Customer has initially contacted the Supplier Party to arrange for a Disconnection to take place, that Supplier Party shall advise the Customer that the disconnections process is led by the DNO/IDNO Party, but they may offer to take information from the Customer and send it on to the DNO/IDNO Party and inform the Customer that the DNO/IDNO Party will contact them in due course to make arrangements for the Disconnection.

### **Step 2 - Supplier Party collects Customer information**

- 4.8 Where it elects to obtain information from the Customer, the Supplier Party shall obtain:

- (a) the address of the property;
- (b) contact details for the Customer including name and telephone number for both works relating to any meter asset removal and for site works to disconnect supply;
- (c) MPAN (s); and
- (d) details of how the Customer wishes to be contacted.

- 4.9 The Supplier Party shall:

- (a) identify if an Active Green Deal Plan is associated with the relevant Metering Point and if so, shall advise the Customer that a Metering Point cannot be Disconnected where an Active Green Deal Plan is associated to it; and
- (b) identify if the relevant Metering Point is a Related Metering Point and if so, shall not un-relate the Metering Point as documented in the Retail Energy Code, until it has received a D0352 *Notification of Physical Disconnections* or the metering system has been removed.

### **Step 3 - Supplier Party sends Customer information to DNO/IDNO Party**

- 4.10 Where it has collected the information set out in Paragraph 4.8 from the Customer, the Supplier Party shall send it to the DNO/IDNO Party within two (2) Working Days using the D0132 *Details of Disconnection of Supply* Data Flow.

**Step 4 - DNO/IDNO Party confirms property and Metering Point(s) affected**

- 4.11 Following either receipt of a D0132 *Details of Disconnection of Supply* Data Flow from the Supplier Party (whereby the DNO/IDNO Party shall attempt to contact the Customer within two (2) Working Days) or at the point the Customer contacts the DNO/IDNO Party directly, that DNO/IDNO Party shall obtain from its MPAS Provider confirmation of:

- (a) addresses;
- (b) MPAN (s) for the affected Metering Points (including any indicators of Active Green Deal Plans being associated to a Metering Point); and
- (c) Supplier Parties impacted by the Disconnection.

- 4.12 Where the DNO/IDNO Party is not responsible for the affected Metering Point(s), and recognising that the supplies may be on a network which does not fall under Great Britain market arrangements, they shall inform the Customer and (to the extent that such information is available to it), provide information regarding the network operator whom the Customer will need to contact.

**Step 5 - DNO/IDNO Party checks for Green Deal Plan(s)**

- 4.13 Where an Active Green Deal Plan is associated to the relevant Metering Point, the DNO/IDNO Party shall inform the Customer of that fact, and that the person responsible for Green Deal Charges for that Green Deal Plan will need to contact the Green Deal Provider to arrange payment of any monies due before Disconnection can take place.

- 4.14 In this instance, the DNO/IDNO Party shall also advise the Customer that Disconnection(s) cannot take place until such time as no Active Green Deal Plan is associated to the relevant Metering Point(s).

**Step 6 - DNO/IDNO Party agrees work required**

- 4.15 A DNO/IDNO Party shall be entitled to agree any commercial arrangements with the Customer prior to any works commencing in relation to a Disconnection.

#### **Step 7 - Cancellation of the Disconnection(s)**

- 4.16 Where a Customer does not agree a contract with the DNO/IDNO Party or does not settle the quote, the DNO/IDNO Party shall be entitled to cancel the work to be carried out.
- 4.17 Where the details of a Disconnection request have previously been received via a D0132 *Details of Disconnection of Supply* Data Flow, and the DNO/IDNO Party decides not to proceed with the Disconnection, it shall inform the relevant Supplier Party(ies) within two (2) Working Days of cancellation using a D0262 *Rejection of Disconnection* Data Flow.

#### **Step 8 - DNO/IDNO Party informs Supplier Party(s) of planned Disconnection**

- 4.18 In order to allow that the Supplier Party(ies) affected by the planned Disconnection is able to make any required updates to bill payer accounts, and recover any assets as may be required, the DNO/IDNO Party shall send information relating to Disconnections to the relevant Supplier Party(ies) using a D0352 *Notification of Physical Disconnections* Data Flow.
- 4.19 The DNO/IDNO Party shall send the D0352 *Notification of Physical Disconnections* Data Flow to notify the Supplier Party of the planned disconnection date as soon as possible, and in any event no later than five (5) Working Days from the date a contractual agreement is in place between the Customer and the DNO/IDNO Party<sup>3</sup>.
- 4.20 Where the DNO/IDNO Party' records indicate any meters are still in situ, it shall ensure that the disconnection date is at least ten (10) Working Days after the date the D0352 *Notification of Physical Disconnections* Data Flow is sent. Where the DNO/IDNO Party' records indicate no meters are present, this advance notification of Disconnection may be reduced to five (5) Working Days.

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<sup>3</sup> The contractual agreement begins once the disconnection date is agreed between both parties

- 4.21 For the avoidance of doubt, the DNO/IDNO Party shall assume that meters are at site if they are unable to verify previous removal.

#### **Step 9 - Supplier Party receives notification of Disconnection**

- 4.22 On receipt of a D0352 *Notification of Physical Disconnections* Data Flow, a Supplier Party shall contact the DNO/IDNO Party via telephone or e-mail as soon as possible, and in any event within five (5) Working Days, if that Supplier Party's records indicate that:

- (a) any incorrect Metering Points have been identified for Disconnection; or
- (b) meters are still in situ, and it wishes to agree arrangements to obtain meter reads or asset.

- 4.23 If the relevant Metering Point is a Related Metering Point, a Supplier Party shall unrelate the Metering Point, as documented in the Retail Energy Code, prior to the disconnection date notified in the D0352 *Notification of Physical Disconnections* Data Flow.

#### **Step 10 - Asset recovery**

- 4.24 Where a Supplier Party wishes to obtain final meter readings and/or recover meter assets from the site, it shall do so prior to the disconnection date notified under Paragraph 4.20.

#### **Step 11 - DNO/IDNO Party carries out Disconnection at site**

- 4.25 Having issued appropriate notifications under Paragraph 4.18, the DNO/IDNO Party shall in the event of a Physical Disconnection carry out the physical site works to disconnect the Metering Point, and, although not obliged to do so, may, if practical, obtain a final meter reading and recover any assets remaining on-site.

#### **Step 12 - DNO/IDNO Party updates counter parties**

- 4.26 Once the disconnection is completed, the DNO/IDNO Party shall:
- (a) provide a notice to the Customer that the power has been safely Disconnected;



- (b) provide information to the relevant Meter Operator regarding any assets recovered by the DNO/IDNO Party, and associated final reads;
- (c) verify that the relevant Metering Point is not a Related Metering Point. If it is not, provide:
  - (i) A notification to Supplier Parties that the Disconnection has been completed, using the D0125 *Confirmation of Disconnection of Supply Data Flow*, or other means as agreed; and
  - (ii) a notice of De-Registration to its MPAS Provider (such notification to be made within five (5) Working Days of the date that the disconnection took place).

4.27 If the relevant Metering Point is still a Related Metering Point, contact the relevant Supplier Party to advise that the Metering Point has not been un-related as set out in Paragraphs 4.9(b) and 4.23.

## **5. MULTI-SITE PHYSICAL DISCONNECTIONS**

5.1 This procedure is used where a Disconnection Programme is carried out.

### **Step 1 - Customer requests disconnection**

#### **Step 1a - Customer contacts DNO/IDNO Party**

5.2 Where the Customer contacts the relevant DNO/IDNO Party to agree details of a Disconnection Programme, and in order to ensure that the DNO/IDNO Party can provide information to the affected Supplier Party(ies) and schedule the work efficiently, the following shall be collected by the DNO/IDNO Party at a date prior to commencement of any site works in relation to the planned Disconnection:

- (a) addresses of the properties;
- (b) date from which the Customer will have responsibility for the site, if not responsible;

- (c) contact details for the Customer, including name and telephone number for both works relating to any meter asset removal and for site works to Disconnect supplies; and

- (d) contact details for site access if different to those for the Customer.

5.3 The following information shall be obtained prior to the disconnections being finalised, but is not required to begin the disconnection process:

- (a) MPANs and Meter Serial Numbers, if known;

- (b) planned demolition date(s);

- (c) earliest dates for both meter removal and Disconnection (if meters at site);

- (d) any Section 80 Notice or Section 81 Notice issued in accordance with the Building Act 1984; and

- (e) whether any Active Green Deal Plans are associated with any of the Metering Points at properties to be Disconnected.

5.4 Where the Customer is not the person responsible for the sites at the time of initial contact, a DNO/IDNO Party may require that a letter of authority is provided. Any such letter (which may relate to an overall development programme that includes a site purchase and/or clearance) shall:

- (a) clearly identify the person(s) currently responsible for the property(ies); and

- (b) confirm the Customer's authority to act in relation to the Disconnection of the supplies.

5.5 Once all relevant information is received, a DNO/IDNO Parties may provide a quote to the Customer within twenty (20) Working Days, in order to minimise delay to the process.

#### **Step 1b - Customer contacts Supplier Party**

5.6 Where a Customer has initially contacted a Supplier Party to arrange for the Disconnections to take place, that Supplier Party shall advise the Customer that the

disconnections process is led by the DNO/IDNO Party and refer the Customer directly to the relevant DNO/IDNO Party.

5.7 The Supplier Party shall:

- (a) identify if an Active Green Deal Plan is associated with the relevant Metering Point and if so, shall advise the Customer that a Metering Point cannot be Disconnected where an Active Green Deal Plan is associated to it; and
- (b) identify if the relevant Metering Point is a Related Metering Point and if so, shall not un-relate the Metering Point, as documented in the Retail Energy Code, until it has received a D0352 *Notification of Physical Disconnections* or the metering system has been removed.

## **Step 2 - DNO/IDNO Party confirms properties and Metering Points affected**

5.8 At the point the Customer contacts the DNO/IDNO Party directly, that DNO/IDNO Party shall obtain, from its MPAS Provider confirmation of:

- (a) addresses;
- (b) MPANs for the affected Metering Points (including any indicators of Active Green Deal Plans being associated to any Metering Points); and
- (c) Supplier Parties impacted by the Disconnection Programme.

5.9 Where the DNO/IDNO Party is not responsible for some or all of the affected Metering Points, and recognising that the supplies may be on a network which does not fall under Great Britain market arrangements, they shall inform the Customer and (to the extent that such information is available to it) provide information regarding the network operator whom the Customer will need to contact.

## **Step 3 - DNO/IDNO Party checks for Green Deal Plan(s)**

5.10 Where an Active Green Deal Plan is associated to one or more relevant Metering Points, the DNO/IDNO Party shall inform the Customer of that fact, and that the person responsible for Green Deal Charges for that Green Deal Plan will need to

contact the Green Deal Provider to arrange payment of any monies due before Disconnection can take place.

- 5.11 In this instance, the DNO/IDNO Party shall also advise the Customer that Disconnections cannot take place until such time as no Active Green Deal Plan is associated with the relevant Metering Point(s).

#### **Step 4 - DNO/IDNO Party agrees work required**

- 5.12 A DNO/IDNO Party shall be entitled to agree any commercial arrangements with the Customer prior to any works commencing in relation to a Disconnection Programme.

#### **Step 5 - Cancellation of the disconnections**

- 5.13 Where a Customer does not agree a contract with the DNO/IDNO Party or does not settle the quote, the DNO/IDNO Party shall be entitled to cancel the work to be carried out.

#### **Step 6 - DNO/IDNO Party informs Supplier Party(ies) of planned disconnections**

- 5.14 In order to allow that the Supplier Party(ies) affected by the planned disconnections are able to make any required updates to bill payer accounts, and recover any assets as may be required, the DNO/IDNO Party shall send information relating to the Disconnections to each relevant Supplier Party using a D0352 *Notification of Physical Disconnections* Data Flow.
- 5.15 The DNO/IDNO Party shall send the D0352 *Notification of Physical Disconnections* Data Flow to notify the Supplier Party of the planned disconnection date as soon as possible, and in any event no later than five (5) Working Days from the date a contractual agreement is in place between the Customer and the DNO/IDNO Party.
- 5.16 Where the DNO/IDNO Party' records indicate any meters are still in situ, it shall ensure that the disconnection date is at least 25 (twenty-five) Working Days after the date the D0352 *Notification of Physical Disconnections* Data Flow is sent. Where the DNO/IDNO Party' records indicate no meters are present the advance notification of Disconnection may be reduced to five (5) Working Days.

- 5.17 For the avoidance of doubt, DNO/IDNO Parties shall assume that meters are at site if they are unable to verify previous removal.

#### **Step 7 - Supplier Party receives notification of Disconnection**

- 5.18 On receipt of a D0352 *Notification of Physical Disconnections* Data Flow, a Supplier Party shall contact the DNO/IDNO Party, via telephone or e-mail, as soon as possible and in any event within five (5) Working Days, if that Supplier Party's records indicate that:

- (a) any incorrect Metering Points have been identified for Disconnection;
- (b) meters are still in situ, and it wishes to agree arrangements to obtain meter reads or asset; or
- (c) there is any other relevant issue with any Metering Point.

- 5.19 If any relevant Metering Point is a Related Metering Point, a Supplier Party shall unrelate the Metering Point, as documented in the Retail Energy Code, prior to the disconnection date notified in the D0352 *Notification of Physical Disconnections* Data Flow.

#### **Step 8 - Asset Recovery**

- 5.20 Where a Supplier Party wishes to obtain final meter readings and/or recover meter assets from the site(s), it shall do so prior to the disconnection date(s) notified under Paragraph 5.15 of this procedure.

#### **Step 9 - DNO/IDNO Party carries out Disconnections at site.**

- 5.21 Having issued appropriate notices under Paragraph 5.14, the DNO/IDNO Party may carry out the physical site works to Disconnect the Metering Points and, although not obliged to do so, may, if practical, obtain final meter readings and recover any assets remaining on-site.

#### **Step 10 - DNO/IDNO Party updates affected parties**

- 5.22 Once the Disconnection is completed, the DNO/IDNO Party shall provide:
- (a) provide a notice to the Customer that the power has been safely Disconnected;

- (b) provide information to the relevant Meter Operator regarding any assets recovered by the DNO/IDNO Party, and associated final reads;
- (c) verify that the relevant Metering Point is not a Related Metering Point. If it is not, provide:
  - (i) A notification to Supplier Party(ies) that the Disconnection has been completed, using the D0125 *Confirmation of Disconnection of Supply* Data Flow, or other means as agreed; and
  - (ii) a notice of De-Registration to its MPAS Provider (such notification to be made within five (5) Working Days of the date that the Disconnection took place).

5.23 If the relevant Metering Point is still a Related Metering Point, contact the relevant Supplier Party to advise that the Metering Point has not been un-related as set out in Paragraphs 5.7(b) and 5.19.

## **6. LOGICAL DISCONNECTIONS**

6.1 This procedure is used where a Logical Disconnection is required.

### **Step 1 - Notifying the DNO/IDNO Party of a request for disconnection of supply**

6.2 The Supplier Party shall:

- (a) identify if an Active Green Deal Plan is associated with the relevant Metering Point. If so, the Supplier Party shall identify if another Metering Point exists at the property for the same Customer; and
  - (i) if another Metering Point exists at the property for the same Customer, the Supplier Party shall arrange to transfer the Green Deal Plan to the other Metering Point as defined in the Retail Energy Code; or
  - (ii) if no other Metering Point exists at the property for the same Customer, the Supplier Party shall not disconnect the Metering

Point until such time as there is no Active Green Deal Plan associated with it; and

- (b) identify if the relevant Metering Point is a Related Metering Point as the Supplier Party will need to un-relate the Metering Point as documented in the Retail Energy Code, before the DNO/IDNO Party can proceed with the disconnection request.

6.3 The Supplier Party shall ensure that there is no foreseeable future use for the Metering Point and in those circumstances shall request a Logical Disconnection via the relevant DNO/IDNO Party using a D0132 *Request for Disconnection of Supply Data Flow*.

6.4 The Supplier Party shall follow these principles when populating a D0132 *Request for Disconnection of Supply Data Flow*:

- (a) the 'Disconnection Type' (Data Item J1648) shall be populated with a value of 'A' to indicate a Logical Disconnection (redundancy of an additional MPAN);
- (b) any information that enables the DNO/IDNO Party to undertake their responsibilities, including the reason for the request, details of De-energisation works (where appropriate), and an explanation of why there is no foreseeable future use for the Metering Point, shall be detailed in the Additional Information field (Data Item J0012); and
- (c) the Appointment Date (Data Item J0174) should be the date that any additional MPAN was made redundant. The DNO/IDNO Party shall use this as the date of disconnection of the MPAN.

## **Step 2 - DNO/IDNO Party receives details of disconnection**

6.5 Following receipt of a D0132 Data Flow requesting a Logical Disconnection, a DNO/IDNO Party shall respond to the Supplier Party within five (5) Working Days, either:

- (a) accepting the request using a D0125 *Confirmation of Disconnection of Supply Data Flow*, or other means as agreed; or

(b) rejecting the request using a D0262 *Rejection of Disconnection Data Flow*.

- 6.6 For the avoidance of doubt, the DNO/IDNO Party should always reject the disconnection request if the relevant Metering Point is a Related Metering Point, there is an Active Green Deal Plan associated with it, or MPAS indicates metering is still present.

**Step 3 - DNO/IDNO Party notifies MPAS of disconnection and requests de-registration of Metering Point**

- 6.7 The DNO/IDNO Party shall issue a De-registration Notice to its MPAS Provider within five (5) Working Days of confirming acceptance of the Supplier Party's request.

**7. LOGICAL DISCONNECTIONS – BULK UPDATES**

- 7.1 A bulk update will be deemed to be 50 or more requests at any one time per Supplier Party. That Supplier Party will then enter into a bi-lateral agreement with the appropriate Distribution Company. The Distribution Company will determine the progress of such a request based on the number of similar requests received at any given time. It is expected that the requesting Supplier Party will have carried out all the relevant checks as per an individual request as outlined in Paragraph 6 above prior to submitting a bulk request.