



Department for  
Business, Energy  
& Industrial Strategy

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Energy & Industrial Strategy  
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15 July 2021

The Authority (Ofgem), SEC Supplier  
Parties, the DCUSA Panel, DCUSA Parties  
and other interested parties

Dear Colleague,

**Smart Metering Implementation Programme: response to consultation on DCUSA changes to facilitate the installation of Alternative HAN Point-to-Point Equipment**

This letter contains a response (and associated legal changes) to BEIS' consultation of 28 May 2021<sup>1</sup> on proposed changes to the Distribution Connection and Use of System Agreement (DCUSA) to facilitate the installation of Alternative HAN Point-to-Point Equipment (P2P Equipment) located near the Electricity Smart Metering Equipment (ESME), such that it may be connected to and draw power from the electricity distribution network in line with the practice for existing smart metering equipment.

A summary of consultation responses and the government response to the consultation can be found in **Annex A** to this letter. The BEIS proposals were supported by a majority of respondents with caveats, while other respondents expressed concerns with regards to the proposed changes which have been addressed in this consultation response. We have introduced additional changes to DCUSA to ensure that P2P Equipment located near the ESME is installed in such a way as to minimise the risk of illegal abstraction of electricity and to clarify that gas suppliers may de-energise and re-energise the connection in order to install P2P Equipment. The updated DCUSA changes in **Annex B** have now been laid in Parliament.

Yours faithfully,

**Duncan Stone**  
Deputy Director & Head of Delivery,  
Smart Metering Implementation Programme

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<sup>1</sup> <https://smartenergycodecompany.co.uk/latest-news/beis-consultation-on-proposed-changes-to-the-dcusa-to-facilitate-the-installation-of-alt-han-point-to-point-equipment/>

## **ANNEXES**

**Annex A:** Response to 28 May 2021 consultation

**Annex B:** Final DCUSA changes (shown in tracked changes)

## Annex A: Response to 28 May 2021 consultation

### Overview of consultation responses

1. The consultation closed on 25 June 2021 and we received a total of 15 written responses from 6 energy suppliers, 6 Distribution Network Operators (DNOs), one trade association, one Meter Administrator and AlHANCo.
2. The majority of respondents provided caveated support for the proposal to change DCUSA to facilitate the installation of P2P Equipment hardwired in close proximity to the ESME such that it may be connected to and draw power from the distribution network (policy question Q1). The majority of respondents also agreed that the proposed legal changes to DCUSA deliver the intent of the policy proposal (policy question Q2).

### Detailed comments from respondents and government response

3. DNOs expressed concerns around the risk that the quantity of energy consumed by P2P Equipment located near the ESME may rise in the future, increasing distribution losses in a way that could not be planned for.

**Government response:** BEIS' view is that existing supply licence conditions<sup>2</sup> already require energy suppliers to consider power consumption as part of the P2P Equipment design and prevents them from providing P2P Equipment which would have a disproportionate power consumption for the intended purpose and benefits arising. The quantity of energy required to power P2P Equipment located near the ESME was communicated as part of the consultation and is estimated to represent approximately 2.2%<sup>3</sup> of the overall energy consumed by smart metering equipment that is accounted for as distribution losses. We also expect the Alt HAN Forum to inform DNOs of any plan to change the power consumption of P2P Equipment. In addition, DNOs can require Users to provide information relevant to the planning and operation of their distribution systems under the Distribution Code. As a result, we have not made further changes on the back of these comments.

4. DNOs suggested that P2P Equipment located near the ESME should be treated as 'Unmetered Supply' (UMS) as defined within the Balancing and Settlement Code (BSC) rather than making up part of distribution losses. DNOs noted that doing this would provide a more accurate solution for settlement and ensure an incentive to minimise

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<sup>2</sup> Electricity supply licence conditions 55.5(a), 55.6(c) and 55.7(b) and gas supply licence conditions 49.5(a), 49.6(c) and 49.7(b).

<sup>3</sup> According to DUKES

([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/924591/DUKES\\_2020\\_MASTER.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/924591/DUKES_2020_MASTER.pdf)), the total distribution losses in 2019 were 17.8TWh. This proposal would add approximately an extra 25.9GWh, which represents an increase in total distribution losses of 0.145% and an increase in distribution losses caused by smart metering equipment of 2.2%.

the power consumption of P2P Equipment located near the ESME. One energy supplier added that with the energy consumption of P2P Equipment located near the ESME being treated as distribution losses, there would be an unfair distribution of costs to energy suppliers with a larger market share of Grid Supply Points (GSP) in a particular GSP group.

**Government response:** a primary purpose of the changes to DCUSA proposed in the consultation document is to facilitate consistency of approach between P2P Equipment fitted in close proximity to the ESME and other smart metering equipment such as the ESME itself, the latter being powered using DNO supply and included as a distribution loss. In addition, as already mentioned, the supply licence conditions already require energy suppliers to consider the power consumption of P2P Equipment in providing an economic and efficient Alt HAN solution. Finally, energy suppliers with a larger market share in a GSP Group will not be disadvantaged by the changes except to the extent that they have a market share which comprises fewer than average consumer premises with Alt HAN within the GSP Group. As a result, we have not made further changes on the back of these comments.

5. DNOs had concerns that the installation of P2P Equipment on the distribution side of the ESME may increase the risk of illegal abstraction of electricity or compromise the safety of the smart meter installation, although no specific evidence was offered.

**Government response:** BEIS' view is that there is no clear evidence that the installation of P2P Equipment on the distribution side of the ESME (rather than the consumer side of the ESME) would increase the risk of illegal abstraction of electricity. In addition, similar mitigation techniques for standard smart metering installations can be employed. As such, we have decided to introduce additional changes to DCUSA (Clauses 1.1 and 29.12 in Annex B) to ensure that Alt HAN Equipment is 'installed in such a way as to minimise the risk of illegal abstraction of electricity'. On compromising safety, we note that there are existing over-arching regulations<sup>4</sup> covering device installation safety which apply to P2P Equipment.

6. Some energy suppliers expressed concerns in their responses around the lack of an impact assessment supporting the BEIS proposal. Concerns were also raised that design changes would be required which may impact the Alt HAN delivery plan and overall economic case. The potential for such design changes to impact the pace of Alt HAN rollout was raised with respect to possible impacts on energy supplier rollout targets.

**Government response:** the proposal presented in the consultation document is a facilitative change only and BEIS' view is that the existing supply licence obligations on energy suppliers<sup>2</sup> to procure P2P Equipment in a way which is both economic and efficient should be sufficient to ensure that any design change to P2P Equipment located near the ESME is conducted in a way that minimises any impacts on the Alt

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<sup>4</sup> For example, the Electricity Safety, Quality and Continuity Regulations (ESQCR), the Electrical Equipment Safety Regulations and the Meter Operation Code of Practice Agreement (MOCOPA).

HAN programme and economic case. It is recognised that moving P2P Equipment to the DNO side of supply requires further consideration by the Alt HAN Forum. We have commissioned a study, involving the Alt HAN programme team, to verify whether changes are needed to the current product design to move to this mode of operation. We understand that the Alt HAN Forum plans to proceed to safe launch based on the current product design and associated installation process. As a result, we have not made further changes on the back of these comments.

7. Three energy suppliers noted that there was uncertainty around the drafting of electricity supply licence condition 49.5 and gas supply licence condition 43.5, which it was suggested are unclear as to whether the cost of energy consumed by Alt HAN Equipment should be borne by consumers or not.

**Government response:** to the extent that the electricity consumption of Alt HAN Equipment is registered on the ESME, then it is to be expected that the costs of that consumption would be borne by the consumer, and we would expect the cost of that supply would be recovered via an incremental charge on the consumer. Where Alt HAN Equipment is connected before the ESME, the costs of the consumption would fall into distribution losses. How and the extent to which energy suppliers wish to recover the costs of distribution losses from their domestic customers generally is a matter for them to determine. On this basis, we have not made any further changes to electricity supply licence condition 49.5 and gas supply licence condition 43.5.

8. Two energy suppliers noted that the change would only facilitate installing the Bridge 1 element of P2P Equipment on the distribution network, however Bridge 2 and 3 elements would still be connected to the consumer power line and the cost of their energy consumption would therefore be borne by consumers.

**Government response:** BEIS' view is that although the cost of energy for Bridge 2 and 3 devices – which are forecast to represent approximately 53% of all Bridge devices expected to be installed in Alt HAN premises – would be borne by consumers, these consumers would be in control of this energy consumption for the reason that these devices are plugged in in the consumer premises in a similar way to In-Home Displays. In contrast, Bridge 1 devices are hardwired into the tails of the ESME, in most cases located in a meter room or enclosure distant from the premises, and as a result consumers are unable to avoid the cost of energy consumed by these devices. Therefore, BEIS' view is that the facilitative change should only apply to Bridge 1 devices since these devices impose an additional energy cost on consumers which cannot be avoided.

9. Finally, following a review of the legal text consulted on, it is noted that the DCUSA drafting applied only to electricity suppliers. Such an approach is inconsistent with our stated policy intent, which is to enable installation of P2P Equipment near the meter to be placed on DNO side supplier irrespective of the type of energy supplier installing it. It is recognised that this may be either the gas or electricity supplier. We have

therefore also made consequential changes to the DCUSA drafting (Clause 52H.8 in Annex B) to extend the arrangements to gas suppliers.

### **Next steps**

10. Having considered the comments made by respondents, we have decided to take forward the implementation of our proposed policy change. To address concerns raised in consultation, additional changes to DCUSA will be made to ensure that P2P Equipment located near the ESME is installed in such a way as to minimise the risk of illegal abstraction of electricity. We have also made further changes to DCUSA to clarify that gas suppliers may de-energise and re-energise the connection in order to install P2P Equipment located near the ESME. As a result, the legal changes included in Annex B have been laid in Parliament today in accordance with s.89 of the Energy Act 2008. Subject to Parliamentary process, we estimate that the changes to DCUSA will come in force in around mid-October 2021.

## Annex B: Final DCUSA changes

### Changes to the DCUSA

Include new definitions in Clause 1.1 of the DCUSA as follows:

<b><u>Point-to-Point Alt HAN Equipment</u></b>	<u>has the meaning given to that term in standard condition 55 of the Supply Licences.</u>
<b><u>Relevant Alt HAN Equipment</u></b>	<u>means Point-to-Point Alt HAN Equipment which is of a type that, in respect of any Premises, needs to be situated in close proximity to the electricity meter forming part of the Smart Metering System at that Premises.</u>

Amend the following definition in Clause 1.1 of the DCUSA as follows:

<b>Permitted Third Party Metering Works</b>	<p>means, in respect of a Metering Point, works by (or on behalf of) a Third Party Electricity Supplier or a Gas Supplier in respect of that Metering Point (being the Third Party Metering Point for the Third Party Electricity Supplier or Gas Supplier) where and to the extent that such works are reasonably necessary in relation to statutory or licence duties concerning (as applicable) (i) a Metering Point for which the Third Party Electricity Supplier is Registered or (ii) a Premises for which the Gas Supplier is the Responsible Gas Supplier; provided that those works shall be limited to one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) minimal repositioning of the metering equipment relating to the Third Party Metering Point within a communal metering equipment space;</li> <li>(b) work on looped neutral(s) on the metering equipment relating to the Third Party Metering Point;</li> <li>(c) work on a shared supply used by the metering equipment relating to the Third Party Metering Point;</li> <li>(d) Revenue Protection Activity relating to the Third Party Metering Point;</li> <li>(e) installation of an isolator in respect of the metering equipment relating to the Third Party Metering Point;</li> </ul> <p><b>and/or</b></p>
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	<p>(f) installing, operating, inspecting, maintaining, repairing, renewing, repositioning, replacing and/or removing a Smart Metering Comms Hub Device-; <u>and/or</u></p> <p><u>(g) installing, operating, inspecting, maintaining, repairing, renewing, repositioning, replacing and/or removing Relevant Alt HAN Equipment (including so that the Relevant Alt HAN Equipment may draw power from the Distribution System; provided that the Relevant Alt HAN Equipment is installed in such a way as to minimise the risk of illegal abstraction of electricity).</u></p>
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**After Clause 29.11 of the DCUSA insert the following new Clause 29.12:**

**Installation of Relevant Alt HAN Equipment**

29.12 Where the User installs or arranges for the installation of Relevant Alt HAN Equipment in respect of any Premises, the Company agrees that the User may install the equipment such that it is connected to and draws power from the Company's Distribution System; provided that the Relevant Alt HAN Equipment is installed in such a way as to minimise the risk of illegal abstraction of electricity. The User may keep such Relevant Alt HAN Equipment installed, and may operate, inspect, maintain, repair, renew, reposition, replace and/or remove such Relevant Alt HAN Equipment.

**Amend the Scope of Section 2C of the DCUSA as follows:**

**SCOPE OF SECTION 2C**

This Section 2C and the Schedules referred to in it set out the terms and conditions pursuant to which a DNO/IDNO Party shall allow a Gas Supplier Party to undertake Permitted Third Party Metering Works, and thereafter to maintain any Smart Metering Comms Hub Devices and/or Relevant Alt HAN Equipment installed pursuant to those works.

**Amend Clause 52A.4 of the DCUSA as follows:**

52A.4 In this Section 2C, in the Schedules when applied pursuant to this Section 2C, and in the terms defined in Clause 1 when used in this Section 2C or those Schedules, unless the context otherwise requires, references to:

52A.4.1 an Exit Point or Entry Point are, when made in relation to a Company, references to an Exit Point or Entry Point on that Company's Distribution System;

- 52A.4.2 a Premises are, when made in relation to a Gas Supplier and any period of time, references to a Premises for which the Gas Supplier is (or was) the Responsible Gas Supplier during that period of time;
- 52A.4.3 a Connectee, Connected Installation, Connection Agreement, Metering Point, Premises, Relevant Alt HAN Equipment or Smart Metering Comms Hub Device, are (when made in relation to a Company) references to a Connectee, Connected Installation, Connection Agreement, Metering Point, Premises, Relevant Alt HAN Equipment or Smart Metering Comms Hub Device relating to an Exit Point on such Company's Distribution System; or
- 52A.4.4 a Connectee, Connected Installation, Connection Agreement, Exit Point, Metering Point, Relevant Alt HAN Equipment or Smart Metering Comms Hub Device, are (when made in relation to a Gas Supplier and any period of time) references to a Connectee, Connected Installation, Connection Agreement, Exit Point, Metering Point, Relevant Alt HAN Equipment or Smart Metering Comms Hub Device relating to a Premises for which the Gas Supplier was the Responsible Gas Supplier during that period of time.

**Amend Clause 52B.5 of the DCUSA as follows:**

- 52B.5 Notwithstanding the right of the Gas Supplier under this Clause 52B to install a Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment (and to keep either or both of them installed), the Company may, at any time with no prior notice to the Gas Supplier, De-energise any Exit Point and/or Entry Point if:
- 52B.5.1 the Company is entitled to do so pursuant to the Connection Agreement relating to such Exit Point and/or Entry Point; or
- 52B.5.2 the Company is entitled to do so pursuant to the Relevant Instruments or Section 2A;
- 52B.5.3 the Company is instructed, pursuant to the terms of the Connection and Use of System Code or the Balancing and Settlement Code, to do so;
- 52B.5.4 the Company reasonably considers it necessary to do so for safety or system security reasons;
- 52B.5.5 the Company reasonably considers it necessary to do so to avoid interference with the regularity or efficiency of its Distribution System (including where the Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment is interfering with the Company's Distribution System);
- 52B.5.6 an accident or emergency occurs or threatens to occur which requires the Company to do so to avoid the risk of personal injury to any person or physical damage to the property of the Company, its officers, employees or agents, or the property of any other person;

52B.5.7 the rights of the Gas Supplier are suspended in accordance with Clause 54.2; or

52B.5.8 subject to the terms of a replacement agreement, this Agreement is terminated, or the Gas Supplier ceases to be a Party in accordance with the provisions of Clause 54.

**Amend Clause 52B.6.3 of the DCUSA as follows:**

52B.6.3 there shall be no charge to the Gas Supplier in respect of such De-energisation Works and/or Re-energisation Works, except where the Company resolves to De-energise an Exit Point and/or Entry Point because of the Gas Supplier's Permitted Third Party Metering Works, the Smart Metering Comms Hub Device, the Relevant Alt HAN Equipment and/or a breach by the Gas Supplier of this Agreement (in which case the Gas Supplier shall pay the Company's reasonable costs incurred in relation to the De-energisation Works and the subsequent Re-energisation Works).

**Amend Clause 52B.8 of the DCUSA as follows:**

52.B.8 In undertaking De-energisation Works and Re-energisation Works as permitted by this Clause 52B, the Company may reposition the Smart Metering Comms Hub Device and/or the Relevant Alt HAN Equipment (or any part of either or both of them) on the meter board (but may not otherwise alter the position of such device or equipment, subject to any other agreement between the Company and the Gas Supplier~~the Smart Metering Comms Hub Device~~).

**Amend Clause 52B.9 of the DCUSA as follows:**

52B.9 Subject to any contrary agreement between the Gas Supplier and the Electricity Supplier, where the Gas Supplier has no further need for the Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment (and there is no reasonable prospect of the Gas Supplier, or any future Gas Supplier, needing to use that Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment in the future), then the Gas Supplier shall remove that Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment (or, to the extent consistent with Good Industry Practice, render either or both of them inoperable in accordance with Good Industry Practice). Where a Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment has been rendered inoperable pursuant to this Clause 52B.9, then the Company shall at any time thereafter be entitled to remove and dispose of that Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment.

**Amend Clause 52B.11 of the DCUSA as follows:**

52B.11 The Gas Supplier shall ensure that the Company is entitled to interfere with the Smart Metering Comms Hub and/or Relevant Alt HAN Equipment to the extent it is necessary to do so in exercising the Company's rights or complying with its obligations under this Clause 52B or Clause 52C. The Company shall not otherwise interfere with the Smart Metering Comms Hub and/or Relevant Alt HAN Equipment (subject to any contrary agreement between the Gas Supplier and the Company).

**Amend Clause 52B.11 of the DCUSA as follows:**

52B.13 For the purposes of Clause 53.4, the Company and the Gas Supplier agree that matters relating to Smart Metering Comms Hub Devices and/or Relevant Alt HAN Equipment that are not the subject of express rights and obligations under this Section 2C (including the standard to which such devices and/or equipment are to be maintained) are outside of the subject matter of this Agreement (and neither the Company nor the Gas Supplier waive their rights or remedies under Clause 53.4 in respect of the same).

**Amend the Scope of Section 2D of the DCUSA as follows:**

**SCOPE OF SECTION 2D**

This Section 2D and the Schedules referred to in it set out the terms and conditions pursuant to which a Supplier Party shall allow a Gas Supplier Party to undertake Permitted Third Party Metering Works, and thereafter to maintain any Smart Metering Comms Hub Devices and/or Relevant Alt HAN Equipment installed pursuant to those works.

**Amend Clause 52G.4 of Section 2D of the DCUSA as follows:**

52G.4 In this Section 2D, in the Schedules when applied pursuant to this Section 2D, and in the terms defined in Clause 1 when used in this Section 2D or those Schedules, unless the context otherwise requires, references to:

52G.4.1 an Exit Point or Entry Point are, when made in relation to an Electricity Supplier and any period of time, references to an Exit Point or Entry Point relating to a Metering Point for which that Electricity Supplier is (or was) Registered during that period;

52G.4.2 a Premises are, when made in relation to a Gas Supplier and any period of time, references to a Premises for which the Gas Supplier is (or was) the Responsible Gas Supplier during that period of time;

52G.4.3 a Connectee, Connected Installation, Contract, Premises, Relevant Alt HAN Equipment or Smart Metering Comms Hub Device, are (when made in relation to an Electricity Supplier and any period of time) references to a Connectee, Connected Installation, Contract, Premises, Relevant Alt HAN Equipment, or

Smart Metering Comms Hub Device relating to a Metering Point for which that Electricity Supplier is (or was) Registered during that period;

52G.4.4 a Connectee, Connected Installation, Contract, Exit Point, Entry Point, Metering Point, Relevant Alt HAN Equipment or Smart Metering Comms Hub Device, are (when made in relation to a Gas Supplier and any period of time) references to a Connectee, Connected Installation, Contract, Exit Point, Entry Point, Metering Point, Relevant Alt HAN Equipment or Smart Metering Comms Hub Device relating to a Premises for which the Gas Supplier was the Responsible Gas Supplier during that period of time; or

52G.4.5 a Distribution System or Company, are respectively (when made in relation to an Exit Point or Entry Point) references to the Distribution System associated with that Exit Point or Entry Point or to the DNO/IDNO Party that operates that Distribution System.

**Amend Clause 52H.5 of the DCUSA as follows:**

52H.5 Notwithstanding the right of the Gas Supplier under this Clause 52H to install a Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment (and to keep either or both of them~~it~~ installed), the Electricity Supplier may, at any time with no prior notice to the Gas Supplier, De-energise any Exit Point and/or Entry Point if:

52H.5.1 the Electricity Supplier is entitled to do so pursuant to the Contract relating to such Exit Point and/or Entry Point; or

52H.5.2 the Electricity Supplier is entitled to do so pursuant to the Relevant Instruments or Section 2A, 2E or 2F.

**Amend Clause 52H.8 of the DCUSA as follows:**

52H.8 In undertaking De-energisation Works and Re-energisation Works as permitted by this Clause 52H, the Electricity Supplier may reposition the Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment (or any part of either or both of them~~it~~) on the meter board (but may not otherwise alter the position of such device or equipment~~the Smart Metering Comms Hub Device~~, subject to any other agreement between the Gas Supplier and the Electricity Supplier).

**Amend Clause 52H.10 of the DCUSA as follows:**

52H.10 Subject to any other agreement between the Gas Supplier and the Electricity Supplier, where the Gas Supplier has no further need for the Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment (and there is no reasonable prospect of the Gas

Supplier, or any future Gas Supplier, needing to use that Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment in the future), then the Gas Supplier shall remove that Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment (or, to the extent consistent with Good Industry Practice, render ~~either or both of them~~ inoperable in accordance with Good Industry Practice). Where a Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment has been rendered inoperable pursuant to this Clause 52H.10, then the Electricity Supplier shall at any time thereafter be entitled to remove and dispose of that Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment.

**Amend Clause 52H.13 of the DCUSA as follows:**

52H.13 The Gas Supplier shall ensure that the Electricity Supplier is entitled to interfere with the Smart Metering Comms Hub and/or Relevant Alt HAN Equipment to the extent it is necessary to do so in exercising the Electricity Supplier's rights or complying with its obligations under this Clause 52H or Clause 52I. The Electricity Supplier shall not otherwise interfere with the Smart Metering Comms Hub and/or Relevant Alt HAN Equipment (subject to any contrary agreement between the Gas Supplier and the Electricity Supplier).

**Amend Clause 52H.14 of the DCUSA as follows:**

52H.14 For the purposes of Clause 53.4, the Electricity Supplier and the Gas Supplier agree that matters relating to Smart Metering Comms Hub Devices and Relevant Alt HAN Equipment that are not the subject of express rights and obligations under this Section 2D (including the standard to which such devices and equipment are to be maintained) are outside of the subject matter of this Agreement (and neither the Electricity Supplier nor the Gas Supplier waive their rights or remedies under Clause 53.4 in respect of the same).

**Amend Clause 52J.2 of the DCUSA as follows:**

52J.2 The Electricity Supplier shall (and shall ensure that its contractors and agents shall) in a prompt and appropriate manner having regard to the nature of the incident, inform the Gas Supplier where the Electricity Supplier has (or in the case of the Electricity Supplier's contractors and agents, such contractors and agents have) reason to believe that there has been damage to or interference with the Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment (unless the Electricity Supplier believes that the damage or interference was caused by the Gas Supplier), or that the Smart Metering Comms Hub Device and/or Relevant Alt HAN Equipment otherwise presents a danger.