Company	Confidential/ Anonymous	1. Do you understand the intent of DCP 375?	Working Group Comments
BUUK	Non-confidential	Yes, we understand the intent of DCP 375.	Noted
Electricity North West	Non-confidential	We understand the intent of this change proposal but believe some of the changes being made to the legal text are not covered by the 'Purpose of Change Proposal' as they amend processes and procedures which doesn't fit with *'generalising the language used'*. The current description of the purpose could lead parties to assume that no significant changes will be progressed under this proposal, resulting in lower engagement and the appropriate levels of scrutiny may not be achieved.	Working Group appreciate the concern that was raised by this respondent and ~~will~~ gave further consideration to this when reviewing ~~any other~~ responses to Question 8 below.
Energy Assets Networks Ltd	Non-confidential	Yes. The intent is to 'future proof' for the changes required to support Market-wide Half Hourly Settlement (MHHS) whilst not impacting adversely on current business practices.	Noted
Northern Powergrid on behalf of Northern Powergrid (Northeast) plc and Northern Powergrid (Yorkshire) plc	Non-confidential	The intent is much clearer following the very useful question and answer (Q&A) session hosted by Electralink on 7 April 2021.	Noted
Power Data Associates Ltd	Non-confidential	Yes. It is understood that the CCDG identified that changes will be required to the NTC consequent upon the SCR. However as part of the review of the existing NTC it was further identified that changes to the NTC could be made in advance of MHHS that both better reflect business as usual and at the same time deliver improved accuracy of UMS without impacting upon the SCR.	Noted
Scottish and Southern Electricity Networks	Non-confidential	Yes	Noted

SSE Energy Supply Ltd	Non-confidential	Yes.	
UKPN	Non-confidential	Yes, to amend the National Terms of Connection (NTC) relating to unmetered supplies by generalising the language used, especially those relating to terms used to differentiate NHH and HH settlement.	Noted

All eight respondents indicated that they understood the intent of DCP 375, however one respondent highlighted a concern related to whether the purpose (statement of intent) was wide enough to capture some of the proposed amendments. The Working Group ~~discussed~~ noted that a ~~this~~ concern raised by one respondent and agreed that they would address the concern when reviewing responses to Question 8 below.~~...~~

Company	Confidential/ Anonymous	2. Are you supportive of the principles that support this CP, which are to address the elements required for MHHS within Section 4 of Schedule 2B 'National Terms of Connection', prior to the formal SCR process?	Working Group Comments
BUUK	Non-confidential	We are supportive of the principles to address the elements required for MHHS for NTC and to amend the obligations in Section 4 of the NTC to make them generic rather than specific to the NHH or HH market and to remove redundant clauses. Our understanding is that once the elements are addressed within Section 4 of the NTC, definitions such as Meter Administrator and Profile Class will be removed but will be retained within the Unmetered Supplies Procedure until MHHS.	Noted
Electricity North West	Non-confidential	We are broadly supportive of the principles that form the basis of this change proposal.	Noted
Energy Assets Networks Ltd	Non-confidential	Yes. As stated above, implementing the changes that impact the I/DNO ~ UMS Customer relationship, this CP future proofs the NTCs by removing references to NHH and HH settlement and instead links the NTCs to the BSC's Unmetered Supplies procedure (BSCP520).	Noted
Northern Powergrid on behalf of Northern Powergrid (Northeast) plc	Non-confidential	No. Not entirely. We support the spirit in which the change proposal was raised, however the approach to the revised drafting of the National Terms of Connection is potentially flawed due to unintended consequences. Unmetered customers are not parties to the BSC and therefore not directly bound to its terms, requirement or procedures. The NTC needs to remain explicit in respect of requirements that apply to unmetered customers and not be reliant on referencing procedures outside of the NTC.	The Working Group note the view that this respondent put forward but note that Clause 17.3 of Section 4 currently requires a Customer to comply with the Unmetered Supplies

Commented [DT1]:
17. DISTRIBUTION CODE & UNMETERED SUPPLIES PROCEDURE
17.1 Each Party undertakes to comply with all the provisions of the Distribution Code applicable to it.
17.2 In the event of any conflict between this Agreement and the Distribution Code, the Distribution Code shall prevail.
17.3 The Company and the Customer shall at all times comply with the Unmetered Supplies Procedure as if it was incorporated into this Agreement.

and Northern Powergrid (Yorkshire) plc			Procedure and therefore this change only seeks to build upon what is already in existence.
Power Data Associates Ltd	Non-confidential	Yes. The proposed changes to the NTC concentrate upon the Distributor – Customer relationship, which is the primary purpose of the NTC. Any Settlement requirements are now covered in the NTC by reference to the BSC and its associated procedures. The removal of the distinction between HH and NHH trading from the NTC and increased linking of obligations to the Unmetered Supplies Procedure, means that the NTC will be future proofed for any changes resulting from MHHS.	Noted
Scottish and Southern Electricity Networks	Non-confidential	Yes	Noted
SSE Energy Supply Ltd	Non-confidential	Yes.	Noted
UKPN	Non-confidential	Yes, we are supportive as it provides a basis on which the transition to MHHS can be achieved.	Noted
Seven of the eight respondents were supportive of the principles that support DCP 375. [add some comments around concern]			

Commented [DT2]: ACTION: ElectraLink to complete Working Group summary of question 2.

Company	**Confidential/ Anonymous**	**3. Do you have any comments on the proposed amendments to the definitions contained in Section 4 of the NTC? If so, then please provide examples or supporting rationale.**	**Working Group Comments**
BUUK	Non-confidential	We are comfortable with the proposed amendments to the definitions contained in Section 4 of the NTC.	Noted
Electricity North West	Non-confidential	The amendments to the definitions seem appropriate in light of the proposed changes to Section 4 of the NTC, but would just highlight that a blanket removal of the Meter Administrator role and in effect its replacement role of the Unmetered Supplies Data Service (UMSDS) potentially removes clarity around the process that was present before.	The Working Group noted this respondent believed that the amendments to the definitions seem appropriate in light of the proposed changes to Section 4

			of the NTC. The Working Group appreciates the respondents concern related to the role of the 'Meter Administrator' and the removal of references throughout the text but argue that the assertion related to the replacement of the role by an Unmetered Supplies Data Service (UMSDS) is not under consideration by the Working Group. Further to the above, the Working Group consider that whilst clarity around processes related to Meter Administrators may well exist in the current version of the National Terms of Connection, the processes are more clearly defined in BSCP520. Pointing to BSCP520 in the NTCs and removing references to Meter Administrators in the NTC should avoid duplication or the potential for a mismatch to arise between the processes related to Meter Administrators set out in each document and will also avoid the need for a further amendment to the NTCs as a result of MHHS reform.
Energy Assets Networks Ltd	Non-confidential	No	Noted

Northern Powergrid on behalf of Northern Powergrid (Northeast) plc and Northern Powergrid (Yorkshire) plc	Non-confidential	We have a number of concerns and believe that the definitions should remain unaltered. Discussions in the Q&A session clarified that the NTC needs to fit for purpose in respect of the current arrangements (irrespective of whether they anticipate arrangements from the settlement reform project). For example, The definition of 'Control Equipment' should remain if any such control equipment is currently being used for unmetered installations i.e. it could be equipment that is owned by the *'Customer or the Company'*.	The Working Group note that the removal of any definition is directly tied to whether there are any references to that term following the proposed amendments to rest of the text. The Working Group have not proposed to remove any definitions where there are still references in the text itself. The Working Group will consider the concern related to 'Control Equipment' when reviewing the responses to Question 10.
Power Data Associates Ltd	Non-confidential	All of the proposed amendments to the definitions are consequent upon the proposed changes to the NTC.	Noted
Scottish and Southern Electricity Networks	Non-confidential	No further comments	Noted
SSE Energy Supply Ltd	Non-confidential	No.	Noted
UKPN	Non-confidential	No, it makes sense.	Noted
[summary to be added]			

Commented [DT3]: ACTION: ElectraLink to complete Working Group summary of question 3.

Company	**Confidential/ Anonymous**	**4. Do you agree with the Working Group that Clause 3.3 and 3.4 appear to be almost duplicates of each other and given this, that Clause 3.3 can safely be removed?**	**Working Group Comments**

BUUK	Non-confidential	Yes, we agree Clause 3.3 can be safely removed as almost a duplicate of 3.4 and the term 'item' means type of equipment so 3.3 can be applied within clause 3.4.	Noted that respondent agreed with Working Group's proposal to remove Clause 3.3
Electricity North West	Non-confidential	We agree that clause 3.3 can be removed.	Noted that respondent agreed with Working Group's proposal to remove Clause 3.3
Energy Assets Networks Ltd	Non-confidential	Yes.	Noted that respondent agreed with Working Group's proposal to remove Clause 3.3
Northern Powergrid on behalf of Northern Powergrid (Northeast) plc and Northern Powergrid (Yorkshire) plc	Non-confidential	No, we do not agree and the 2 clauses should remain unchanged. We would like any legal advice used to support the deletion of Clause 3.3 to be shared. They are drafted differently and we assume this is for two specific purposes. We note that 'Item' is a defined term and *'means, a piece of equipment, appliance or device to which a charging code applies…'*. The current Clause 3.4 may be designed to give the Company controls to prevent different pieces of *equipment, appliances or devices* being connected to an Item after it has had a Charge code applied to it i.e. if different technologies are subsequently connected to an Item it may need a new charge code (or otherwise the customer may be required to remove those new technologies). Removing a clause because 'it appears to be almost' a duplicate of another clause is not sufficient legal analysis or justification.	Noted that this respondent did not agree with Working Group's proposal to remove Clause 3.3. This was due to the respondent's assumption that slight variation in drafting between the two Clauses was intentional and therefore, each had a specific purpose and provided an example of the way in which they believe the Clause may operate. The Working Group also noted the request made by the respondent to share any legal advice used to support the deletion of Clause 3.3 and in doing so, agreed that when issuing the draft legal text for review by DCUSA Ltd.'s appointed legal advisor, to specifically highlight this proposed amendment and provide the respondents comments. It was noted that the Working Group will specifically ask

			DCUSA Ltd.'s appointed legal advisor whether the existing Clause 3.4 allows a distributor to refuse to connect an Item, which is what the current Clause 3.3 achieves.
Power Data Associates Ltd	Non-confidential	Yes. This is a housekeeping change as there is only a very minor difference between the two clauses, but Clause 3.4 covers all the requirements of Clause 3.3.	Noted that respondent agreed with Working Group's proposal to remove Clause 3.3
Scottish and Southern Electricity Networks	Non-confidential	Agree	Noted that respondent agreed with Working Group's proposal to remove Clause 3.3
SSE Energy Supply Ltd	Non-confidential	Yes.	Noted that respondent agreed with Working Group's proposal to remove Clause 3.3
UKPN	Non-confidential	We agree with the removal of Clause 3.3.	Noted that respondent agreed with Working Group's proposal to remove Clause 3.3
Seven out of the eight respondents to the consultation agreed with the Working Group's proposal to remove Clause 3.3, with the remaining respondent believe that although there is only a slight difference between Clause 3.3 and 3.4, that each may well have an intended purpose and provided an example of how they believe the operation of the text may work. The Working Group agreed to seek confirmation of the appropriate approach upon issuing the draft legal text for final review by DCUSA Ltd's appointed legal advisor.			

Commented [DT4]: ACTION: ElectraLink to include Northern Powergrid's response to question 4 in log of items which the Working Group will provide to DCUSA Ltd.'s legal advisors to assess when the asking them to conduct their review of the draft legal text for DCP 375.

Company	**Confidential/ Anonymous**	**5. Do you believe that the entirety of 7.1.1 (A) can be removed? Or do you believe that this text should be retained, and if so, are you comfortable with the required granularity (0.1m resolution) using Ordnance Survey scale 1:500), and if not, what level of granularity do you believe is most appropriate?**	**Working Group Comments**
BUUK	Non-confidential	We do not believe the entirety of 7.1.1(A) should be removed and feel it would be sensible for the text within 7.1.1(A) to be retained as this level of granularity is likely to	Noted that this respondent believes the text in 7.1.1 (A)

		be help locate pieces of equipment more easily. We are comfortable with the required granularity of 0.1m resolution using OS scale 1:500, currently used and we believe it should remain.	should be retained and is comfortable with the required granularity (0.1m resolution) using Ordnance Survey scale 1:500).
Electricity North West	Non-confidential	We believe the text should be in line with requirements under BSCP520 linked to the Unmetered Supplies Operational Information Document to avoid any inconsistencies.	Noted that this respondent believes that the text in 7.1.1 (A) should be in line with requirements under BSCP520 linked to the Unmetered Supplies Operational Information Document.
Energy Assets Networks Ltd	Non-confidential	No, 7.1.1 (A) should not be removed. It supports the inventory auditing processes for those distributors who require the eastings and northings. 7.1.1. allows the distributor to agree alternatives with the Customer if need be. We have no comment on the OS Scale or granularity.	Noted that this respondent believes the text in 7.1.1 (A) should be retained and had no comment with respect to the required granularity of resolution Ordnance Survey scale 1:500).
Northern Powergrid on behalf of Northern Powergrid (Northeast) plc and Northern Powergrid (Yorkshire) plc	Non-confidential	We believe that 7.1.1 (A) needs to remain as-is. What is the purpose of the proposed deletion? Is it to match requirements in a relevant BSCP? The proposed removal is confusing as 7.1.1 (A) refers to grid reference and Grid reference is still a field in the table of requirements for UMS Standard Inventory Format as per the UMS Operational Information Document, see below: 13 | Ordnance Survey Grid ref or 'Easting' or Longitude | This can be either in Longitude or Easting | Text | 11 | 147 | 157 A Guide to Unmetered Supplies Under the BSC Field No. | Name | Details Required | Type | Length | Start Position | Finish Position 14 | Ordnance Survey Grid ref or 'Northing' or Latitude | This can be either in Latitude or Northing | Text | 11 | 158 | 168	Noted that this respondent believes the text in 7.1.1 (~~A~~B) should be retained and did not provide a comment with respect to the required granularity.

Power Data Associates Ltd	Non-confidential	No, but it is noted that the red lined legal text accompanying the consultation document differs from the extract in the consultation document itself. The text of 7.1.1 (A) should be retained for the purposes of DNO inventory auditing, however the opening words of Clause 7.1 enable Distributors to agree omission of this requirement if appropriate, for example in respect of "smaller" customers who may not have access to such data. Elexon's Guide to Unmetered Supplies under the BSC (Operational Information Document) includes the proviso "where available" for Grid references in its Standard Inventory Format. The introduction of such a proviso would be appropriate here. For the purposes of locating an Unmetered Supply when carrying out an Audit a granularity of 1 metre should be sufficient.	Noted that this respondent believes the text in 7.1.1 (A~~B~~) should be retained and stated a view that a granularity of 1 metre should be sufficient.
Scottish and Southern Electricity Networks	Non-confidential	Agree that 7.1.1 (A) can be removed.	Noted that this respondent believes the text in 7.1.1 (A) can be removed.
SSE Energy Supply Ltd	Non-confidential	We believe that the text can be removed.	Noted that this respondent believes the text in 7.1.1 (A) can be removed.
UKPN	Non-confidential	No. We believe there are benefits of keeping 7.1.1 (A), as it may help to locate an item more accurately, helping validation and any audit of the customer's installations. 0.1m resolution is still appropriate.	Noted that this respondent believes the text in 7.1.1 (A) should be retained and is comfortable with the required granularity (0.1m resolution) using Ordnance Survey scale 1:500).
Noted that five of the eight respondents believed the text in 7.1.1 (A) should be retained, and of those, two were comfortable with the required granularity (0.1m resolution) using Ordnance Survey scale 1:500, one suggested granularity could be widened to a 1-metre~~er~~ resolution and two did not provide any comment on the OS Scale or granularity. Of the remaining three respondents, two were in favour of removing the text in 7.1.1 (A) and one believed that it should be in line with requirements under BSCP520 linked to the Unmetered Supplies Operational Information Document. The Working Group agreed to retain the entirety of Clause 7.1.1 (A) as per the drafting attached to consultation.			

Company	Confidential/ Anonymous	6. Do you believe that for 7.1.1 (B) the text 'or adjacent address for the Item (such as x metres north/south/east/west from firm map detail outside or opposite a house number)' can be removed? If not, then please provide the rationale for why not.	Working Group Comments
BUUK	Non-confidential	We do not believe that for 7.1.1(B) the text should be removed	Noted that this respondent believes the text in 7.1.1 (B) should be retained.
Electricity North West	Non-confidential	Please see response to 5. above.	Noted that this respondent believes that the text in 7.1.1 (B) should be in line with requirements under BSCP520 linked to the Unmetered Supplies Operational Information Document.
Energy Assets Networks Ltd	Non-confidential	No, 7.1.1 (B) should not be removed. As identified in our previous answer, it supports the inventory auditing processes for those distributors who require adjacent address information, particularly if the eastings/northings have not been provided. 7.1.1. allows the distributor to agree an alternative with the Customer if appropriate.	Noted that this respondent believes the text in 7.1.1 (B) should be retained, with the rationale being that it supports the inventory auditing processes.
Northern Powergrid on behalf of Northern Powergrid (Northeast) plc and Northern Powergrid (Yorkshire) plc	Non-confidential	Observation for the working group: The UMS Operational Information Standard File Format contains 'Location' field which would capture detail such as adjacent to etcetera and therefore we believe the text should remain in 7.1.1(B). 4 Location Text 20 69 88	Noted that this respondent believes the text in 7.1.1 (B) should be retained, with the rationale being that it ties in with the 'location' field in the UMS Operational Information document.
Power Data Associates Ltd	Non-confidential	No, 7.1.1 (B) should be retained. This detail will be useful when carrying out Inventory audits, particularly in the absence of the detail required at 7.1.1 (A).	Noted that this respondent believes the text in 7.1.1 (B) should be retained, with the rationale being that it supports

			the inventory auditing processes.
Scottish and Southern Electricity Networks	Non-confidential	Agree that 7.1.1. (B) can be removed.	Noted that this respondent believes the text in 7.1.1 (B) can be removed.
SSE Energy Supply Ltd	Non-confidential	We believe that the text can be removed.	Noted that this respondent believes the text in 7.1.1 (B) can be removed.
UKPN	Non-confidential	No. We do not see the benefit of removing any information that helps validate and audit inventories of equipment.	Noted that this respondent believes the text in 7.1.1 (B) should be retained, with the rationale being that it supports the inventory auditing processes.
Noted that five of the eight respondents believed the text in 7.1.1 (B) should be retained, and of those, three stated their rationale was based on the fact that the information helps validate and audit inventories of equipment. Of the remaining three respondents, two were in favour of removing the text in 7.1.1 (B) and one believed that it should be in line with requirements under BSCP520 linked to the Unmetered Supplies Operational Information Document. The Working Group agreed to retain the entirety of Clause 7.1.1 (B) as per the drafting attached to consultation.			

Company	**Confidential/ Anonymous**	**7. Are you comfortable with the Working Group's decision to remove Clauses 7.1.3 and 7.2, related to 'Remote Connection Points', and 'Non-Geographic Inventories' respectively? If not, then please provide your rationale.**	**Working Group Comments**
BUUK	Non-confidential	We are comfortable that 'Remote Connection Points' can be removed, alongside the removal of 'Non-Geographic Inventories' as a drawing with detail of location and installed equipment is deemed to satisfy the requirements for Clause 7.1 and constitutes a ''Detailed Inventory''.	Noted that this respondent agreed with the Working Group's decision to remove Clauses 7.1.3 and 7.2.
Electricity North West	Non-confidential	We agree with the removal of clauses 7.1.3 and 7.2.	Noted that this respondent agreed with the Working

			Group's decision to remove Clauses 7.1.3 and 7.2.
Energy Assets Networks Ltd	Non-confidential	Yes, we agree that 7.1.3 and 7.2 can be removed.	Noted that this respondent **agreed** with the Working Group's decision to remove Clauses 7.1.3 and 7.2.
Northern Powergrid on behalf of Northern Powergrid (Northeast) plc and Northern Powergrid (Yorkshire) plc	Non-confidential	Observations for the working group to consider: 7.1.3 - the only thing in the Operational Information Document that could be related is the Exit Point but response is only Y or N so don't think it's related and could be removed. 7.2 – this can be removed as customer must provide location information to get an unmetered supply.	Noted that this respondent **agreed** with the Working Group's decision to remove Clauses 7.1.3 and 7.2.
Power Data Associates Ltd	Non-confidential	Yes, 7.1.3 can be removed, the Remote Connection Point detail no longer serves any longer purpose. It is thought that it was once was an element of DUoS charging for some DNOs, but this was prior to the introduction of the CDCM. Also agree that 7.2 can also be removed. It is believed that all DNOs now expect UMS customers to provide geographic inventories in an agreed format, which could include a construction plan for new developments showing the geographic locations of any unmetered supplies such as street lighting.	Noted that this respondent **agreed** with the Working Group's decision to remove Clauses 7.1.3 and 7.2.
Scottish and Southern Electricity Networks	Non-confidential	Yes	Noted that this respondent **agreed** with the Working Group's decision to remove Clauses 7.1.3 and 7.2.
SSE Energy Supply Ltd	Non-confidential	We are comfortable that the text is removed.	Noted that this respondent **agreed** with the Working Group's decision to remove Clauses 7.1.3 and 7.2.
UKPN	Non-confidential	We are comfortable with the removal of 7.1.3 but not 7.2. For the reasons outlined in the previous questions, anything that helps validation and audit should not be watered	Noted that this respondent **agreed** with the Working

		down. It's not clear how the removal of these details meets the purpose of the DCP, which seeks to generalise language and clean up redundant clauses. We do not believe clauses 7.1 and 7.2 are redundant.	Group's decision to remove Clause 7.1.3 but **did not agree** with the proposal to remove Clause 7.2. The Working Group noted the respondent's rationale for retaining Clause 7.2 ~~were~~ was related to their view that the details in the Clause may be assist with validation and audit of Customer inventories. However, the Working Group noted that the first sentence of Clause 7.1 already allows for the Company to agree for a customer to provide something other than the location information set out in the sub clauses below it, if the Company was of the view that such other information would be better suited for a given scenario. Therefore, it was agreed that Clause 7.1 addresses the concerns raised.

All eight respondents agreed or were comfortable with the Working Group's decision to remove Clause 7.1.3, related to 'Remote Connection Points'. Seven of the eight respondents agreed or were comfortable with the Working Group's decision to remove Clause 7.2, related to 'Non-Geographic Inventories'. The respondent who was not comfortable with the removal of Clause 7.2 provided the following rationale:

- *For the reasons outlined in the previous questions, anything that helps validation and audit should not be watered down. It's not clear how the removal of these details meets the purpose of the DCP, which seeks to generalise language and clean up redundant clauses. We do not believe clauses 7.1 and 7.2 are redundant.*

The Working Group agreed to proceed with the removal of the entirety of Clause Clause 7.1.3 and Clause 7.2 which was as per the drafting attached to consultation.

Company	Confidential/ Anonymous	8. Are you comfortable with the proposed amendments to Clause 7.3 (now 7.2) which makes changes to the inventory submission frequency to be within the calendar month that follows on from the month in which any changes occurred to the equipment? If not, then please provide your rationale.	Working Group Comments
BUUK	Non-confidential	No, we are not comfortable with the proposed amendments to Clause 7.3 (now 7.2), which makes changes to the inventory submission frequency to be within the calendar month that follows on from the month in which any changes occurred to the equipment. We do not believe the new submission approach is necessary or practical to become aligned with Customers operating in the NHH market and will have a large impact on Parties. It is quite a change from a yearly update of inventory change following any additions, deletions, or amendments to inventory items. It is onerous on us to manage and maintain the change amendments and even if no changes a nil submission would be required to ensure the process was being correctly adhered to. We manage and maintain the inventory details for the Customer base who would be impacted by this change and it would require additional resource to facilitate and do not believe the monthly inventory is practical and should remain as the current process of an annual review. The Customer set who would be impacted (such as town and parish councils), would not have time or changes on their inventory to warrant changing the submission to a monthly basis.	x The Working Group appreciate the concerns raised by this respondent and set out some clarifications below: - The proposed inventory submission in only needed on a monthly basis if a change has been made to the inventory in the preceding month; - Where there have been no changes made to the inventory, the proposed solution retains the status quo approach of only requiring confirmation that no changes have been once every 12 months - The solution retains the status quo with respect to the ability of a distributor to agree bi-laterally with the customer the frequency and timing of the inventory submission. The Working Group consider that the intent of what the amended Clause is seeking to do is appropriate given the clarifications above but recognise that the text could be made clearer. Therefore, the

Commented [DT5]: The Working Group agreed to address each concern in turn (being the submissions are only monthly where a change has been made to the inventory) (where no change, then confirmation of such every 12 months) and (distributors retain ability to agree different submission)

			Working Group agreed that when submitting the draft legal text for formal review by DCUSA Ltd.'s legal advisors, they will ask that the legal advisors try and simplify or make clearer if possible.
Electricity North West	Non-confidential	We understand these amendments but wouldn't consider them as simply 'generalising the language used' or housekeeping changes as by definition changes are being made to the submission frequency of inventories. Consequently, we don't feel the purpose of the change proposal as currently drafted includes such amendments.	The Working Group gave consideration to the comments made by this respondent, ultimately concluding that the proposed amendments to Clause 7.3 (now 7.2) are covered by the intent of the change. It was noted that this belief stems from the fact that the amendments move away from a split in the arrangements across HH and NHH sectors to a single process for unmetered customers. Therefore, the Working Group agreed to proceed on that basis.
Energy Assets Networks Ltd	Non-confidential	Yes.	Noted
Northern Powergrid on behalf of Northern Powergrid (Northeast) plc and Northern Powergrid (Yorkshire) plc	Non-confidential	We are comfortable with the changes as the DNO can still agree bi-laterally with the customer the frequency and timing of the inventory.	Noted

Commented [DT6]: ACTION: ElectraLink to include the Working Groups comments against BUUK response to question 8 in log of items which the Working Group will provide to DCUSA Ltd.'s legal advisors to assess and, if possible, simplify or make clearer. This should form part of the request when the asking legal advisors to conduct their review of the draft legal text for DCP 375.

Commented [DT7R6]: The Working Group note that in simplified terms:
- If the detail that should be included in an inventory changes then it should be updated by the customer in the month following the change
- If an inventory does not change after a year, then that should be confirmed by the customer
- The DNO can vary the above timescales in agreement with a particular customer

Power Data Associates Ltd	Non-confidential	The amendments to Clause 7.3 remove the inconsistency between the obligations placed upon NHH & HH customers. They retain the requirement for frequent inventory updates for larger inventories, where changes to the installed equipment occur more often, without placing increased obligations on "small customers". Under the existing arrangements NHH customers with large inventories have no obligation to include new connections, disconnections or amendments to the equipment until submitting an annual inventory. On this basis the inventory could be up to 12 months out of date or even longer if an update has to be chased. The delay in inventory updates leads to inaccuracies in Settlement. The amendments will ensure that any changes to the installed equipment are reflected in the energy consumptions in Settlement on a more timely basis. However it is questioned whether the last sentence of the amended clause is required, because the Distributor can still specify the update frequency earlier in the NTC.	Noted With respect to the comment on whether the last sentence of the what was Clause 7.4 (now Clause 7.3) is required, the Working Group agreed to flag this item when submitting the draft legal text for formal review by DCUSA Ltd.'s legal advisors. In doing so they will ask that the legal advisors to review the clarity of this inclusion. It was noted that the intent of the addition was to try to restrain inventory amendments to just one inventory each month and no more, unless the distributor agrees otherwise.
Scottish and Southern Electricity Networks	Non-confidential	Yes	Noted
SSE Energy Supply Ltd	Non-confidential	We are comfortable with the proposed amendments.	Noted
UKPN	Non-confidential	It is not clear what the second addition to (now) clause 7.3 is intended to achieve? It may be that the wording needs clarification?	The Working Group noted this respondent's comment on the last sentence of the what was Clause 7.4 (now Clause 7.3) is required, the Working Group agreed to flag this item when submitting the draft legal text for formal review by DCUSA Ltd.'s legal advisors. In doing so

			they will ask that the legal advisors to review the clarity of this inclusion. It was noted that the intent of the addition was to try to restrain inventory amendments to just one inventory each month and no more, unless the distributor agrees otherwise.

Proceed on basis of consultation but to obtain clarity in drafting from legal advisors and to ensure that Change Report contains sufficient clarity. [summary to be added]

Commented [DT8]: ACTION: ElectraLink to include the Working Groups comments against UKPN response to question 8 in log of items which the Working Group will provide to DCUSA Ltd.'s legal advisors to assess and, if possible, simplify or make clearer. This should form part of the request when the asking legal advisors to conduct their review of the draft legal text for DCP 375.

Commented [DT9]: ACTION: ElectraLink to complete Working Group summary of question 8.

Company	**Confidential/ Anonymous**	**9. Are you comfortable with the approach taken by the Working Group to amend/remove the items listed below given that they are covered in the Unmetered Supplies Procedure? Specifically, the following:** • **Clauses 7.5 & 7.6;** • **Clauses 7.9.2 (now 7.6.2) & 7.9.3;** • **Clause 7.11 (now 7.8); and** • **Clause 7.14 (now 7.10)**	**Working Group Comments**
BUUK	Non-confidential	We are comfortable with the approach taken by the Working Group to amend or remove the Clauses within question 9 as they are covered within the Unmetered Supplies Procedure.	Noted that this respondent was comfortable with the Working Group's approach with respect to the proposed amendments to and/or removal of the Clauses detailed in question 9.
Electricity North West	Non-confidential	Based on the supporting principles of this change proposal we believe the approach taken with these particular clauses to be appropriate taking into consideration the content of the Unmetered Supplies Procedure.	Noted that this respondent was comfortable with the Working Group's approach with respect to the proposed amendments to and/or removal of the Clauses detailed in question 9.

Energy Assets Networks Ltd	Non-confidential	Yes. The amendments/removal of said clauses future proofs for MHHS and they sit more appropriately under BSCP 520.	Noted that this respondent was comfortable with the Working Group's approach with respect to the proposed amendments to and/or removal of the Clauses detailed in question 9.
Northern Powergrid on behalf of Northern Powergrid (Northeast) plc and Northern Powergrid (Yorkshire) plc	Non-confidential	Unmetered customers are not party to the BSC so any requirements placed on the customer should be explicit in the NTC.	The Working Group note the view that this respondent put forward but note that Clause 17.3 of Section 4 currently requires a Customer to comply with the Unmetered Supplies Procedure and therefore this change only seeks to build upon what is already in existence.
Power Data Associates Ltd	Non-confidential	Yes. The requirements of these clauses are all covered by obligations in the Unmetered Supplies Procedure and sit more comfortably in that procedure than in the NTC. This applies both currently and to any changes that will be made to the BSC or Unmetered Supplies Procedure for MHHS in the future. For example once a Summary Inventory has been prepared by an UMSO, the Unmetered Supplies Procedure details how the energy consumption calculations shall be made, communicated to the Customer and entered into Settlements.	Noted that this respondent was comfortable with the Working Group's approach with respect to the proposed amendments to and/or removal of the Clauses detailed in question 9 and that they had provided a useful example.
Scottish and Southern Electricity Networks	Non-confidential	Yes	Noted that this respondent was comfortable with the Working Group's approach with respect to the proposed amendments to and/or removal of the Clauses detailed in question 9.
SSE Energy Supply Ltd	Non-confidential	We are comfortable with this approach.	Noted that this respondent was comfortable with the Working Group's approach with respect to the proposed amendments

			to and/or removal of the Clauses detailed in question 9.
UKPN	Non-confidential	Yes.	Noted that this respondent was comfortable with the Working Group's approach with respect to the proposed amendments to and/or removal of the Clauses detailed in question 9.
Summary: Seven of the eight respondents were comfortable with the Working Group's approach with respect to the proposed amendments to and/or removal of the Clauses detailed in question 9. Of those seven respondents, five provided supporting rationale for their response, with all five noting that the requirements set out in the specific Clauses of Section 4 of these clauses are all covered by obligations in the Unmetered Supplies Procedure and sit more comfortably in that procedure the Working Group noted that all			

Company	**Confidential/ Anonymous**	**10. Are you aware if any 'Control Equipment' as described in Clauses 10.6 to 10.10 is still in use? If not, then are you comfortable with the Working Group's proposal to remove those Clauses?**	**Working Group Comments**
BUUK	Non-confidential	We are comfortable with the Working Group's proposal to remove the clauses related to 'Control Equipment' as described in Clauses 10.6 to 10.10.	Noted that this respondent **agreed** with the Working Group's approach with respect to 'Control Equipment' and the removal of Clauses 10.6 to 10.10.
Electricity North West	Non-confidential	We are not aware of such control equipment being in use and are comfortable with the removal of clauses 10.6 to 10.10.	Noted that this respondent **agreed** with the Working Group's approach with respect to 'Control Equipment' and the removal of Clauses 10.6 to 10.10.
Energy Assets Networks Ltd	Non-confidential	As an IDNO, we are not aware of any control equipment specified in 10.6 – 10.10 that is still in use. However, we believe this question would be more appropriately answered by the DNOs.	Noted that this respondent **agreed** with the Working Group's approach with respect

			to 'Control Equipment' and the removal of Clauses 10.6 to 10.10, but also highlighted that they believe it a question that would be more appropriately answered by DNOs.
Northern Powergrid on behalf of Northern Powergrid (Northeast) plc and Northern Powergrid (Yorkshire) plc	Non-confidential	Legacy control equipment may indeed be still in use and there may be significant work involved to determine this. The clauses should remain unchanged until there is more time to look in to this aspect. Please also see our answer to question 3, including in respect of 'Control Equipment' sub-definition (a) … 'owned by the **Customer** or the Company.	Noted that this respondent flagged the possibility that 'Control Equipment' may still be in use and stated that more time should be provided to determine if it is. It was for that reason; the respondent **did not agree** with the Working Group's proposal to remove Clauses 10.6 to 10.10. The Working Group considered this response noted that they appreciate the concern being raised and highlight that the Clauses mainly deal with failure of such equipment and therefore there may be a link into the 'Modifications' Clause which may cover off the requirements currently specified in Clauses 10.6 to 10.10. The Working Group agreed to check with DCUSA Ltd.'s legal advisors, whether this is the case.
Power Data Associates Ltd	Non-confidential	We would expect that any such Control Equipment has been removed over the years since the NTC was originally drafted. The NTC was based upon the old Bi-Lateral Connection Agreements used by the Regional Electricity Companies. Significant upgrades	Noted that this respondent **agreed** with the Working Group's approach with respect to 'Control Equipment' and the

Commented [DT10]: ACTION: ElectraLink to include Northern Powergrid's response to question 10 alongside the Working Group's comments in log of items which the Working Group will provide to DCUSA Ltd.'s legal advisors to assess. This is to form part of the request when the asking legal advisors to conduct their review of the draft legal text for DCP 375.

		in street lighting that have taken place in the last twenty years or so with new forms of control. However we accept that it is for the DNOs to comment.	removal of Clauses 10.6 to 10.10, but also highlighted that they believe it a question that would be more appropriately answered by DNOs.
Scottish and Southern Electricity Networks	Non-confidential	I am not aware of any control equipment on our networks, and I am happy for Clauses 10.6 & 10.10 to be removed.	Noted that this respondent **agreed** with the Working Group's approach with respect to 'Control Equipment' and the removal of Clauses 10.6 to 10.10.
SSE Energy Supply Ltd	Non-confidential	We are comfortable with the proposal to remove these clauses.	Noted that this respondent **agreed** with the Working Group's approach with respect to 'Control Equipment' and the removal of Clauses 10.6 to 10.10.
UKPN	Non-confidential	No. We are happy with the removal of these clauses.	Noted that this respondent **agreed** with the Working Group's approach with respect to 'Control Equipment' and the removal of Clauses 10.6 to 10.10.

Seven out of the eight respondents were supportive of the Working Groups proposal to remove Clauses 10.6 to 10.10 and of those, five stated that they weren't aware of any such 'Control Equipment' still in use. The remaining respondent outlined their view that *"Legacy control equipment may indeed be still in use and there may be significant work involved to determine this. The clauses should remain unchanged until there is more time to look in to this aspect."*

The Working Group agreed the intent is to remove Clauses 10.6 to 10.10 subject to advice of DCUSA Ltd.'s legal advisors, who will be asked, whether it is the case that the Clauses mainly deal with failure of such equipment and if so, then is there a link into the 'Modifications' Clause and would this cover off the requirements currently specified in Clauses 10.6 to 10.10.

Company	Confidential/ Anonymous	11. Do you have any further comments on the proposed legal text for DCP 375? If so, then please provide examples or supporting rationale.	Working Group Comments
BUUK	Non-confidential	No, we believe that the legal text achieves its aim of removing irrelevant references to between NHH and HH approaches to unmetered obligations and making requirements related to unmetered supplies more generic in future.	Noted
Electricity North West	Non-confidential	We would just reiterate that the blanket removal of the Meter Administrator role and in effect its replacement role of the Unmetered Supplies Data Service (UMSDS) potentially removes clarity around the process that was present before. In addition, some of the proposed changes do not seem to be covered by the purpose of this change proposal.	Noted that this respondents comments just reiterate points raised in response to previous questions and that the Working Group have commented against those points above.
Energy Assets Networks Ltd	Non-confidential	No	Noted
Northern Powergrid on behalf of Northern Powergrid (Northeast) plc and Northern Powergrid (Yorkshire) plc	Non-confidential	-	Noted
Power Data Associates Ltd	Non-confidential	No	Noted
Scottish and Southern Electricity Networks	Non-confidential	No	Noted
SSE Energy Supply Ltd	Non-confidential	We are concerned that there is an unintended consequence of the proposed changes to the NTC, typified by the proposed changes to clause 4.1.3, which will allow this clause and potentially other customer responsibility related clauses in the NTC which refer to	The Working Group noted the concerns raised by this respondent, however, it is

		the Unmetered Supplies Procedure to be interpreted as defaulting responsibility to the Supplier rather than the Customer. This is because the Customer is not a signatory of the BSC. The Supplier is a signatory of the BSC, therefore under the Supplier Hub Principle the 'Customer' responsibilities (and therefore liability) could be deemed to lie ultimately with the Supplier, despite the Supplier not having any control over the customer's choices and actions with regards the Unmetered Supply or party to contractual arrangements the Customer has made with the DNO or other parties such as a Meter Administrator: If the text in clause 4.1.3 is not changed, this would resolve this concern. However, as we understand the intent of the change proposal is to remove all references to HH and NHH we can also see that to leave the text as-is will not fulfil the intent of the change. We would suggest instead that an alternative text is used for this clause in order to both remove reference to HH and clearly indicate in the NTC that the responsibility for entering into an agreement with a Meter Administrator lies with the Customer. For example, the following text could be used: 4.1.3 the Customer~~in respect of Unmetered Supplies to be the subject~~ complying with the Unmetered Supplies Procedure, including the responsibility to enter into an agreement with a Meter Administrator in relation to the Metering System~~of Half-Hourly Trading, a Meter Administrator being appointed in relation to the Metering System~~;	believed that the issue being described is likely to exist in the current drafting and that the respondent's proposed amendments go beyond what the existing text was attempting to do as well as beyond the scope of the change. The Working Group highlight that their proposed amendments to Clause 4.1.3 do not change any of the responsibilities of Suppliers under BSCP520. Additionally, where the current wording references appointing a Meter Administrator, this is a reference to a Supplier making known who the Meter Administrator is with respect to updating MPRS and is not related to the customer entering into an agreement with a Meter Administrator. (e.g., 3.1.12 Send appointment details and additionally EM details to relevant recipients. From: Supplier. To: MA, HHDC, HHDA.)) In addition to the above, the Working Group note the view that this respondent put forward regarding Customers not being Party to the BSC but note that Clause 17.3 of Section

			4 currently requires a Customer to comply with the Unmetered Supplies Procedure and therefore this change only seeks to build upon what is already in existence.
UKPN	Non-confidential	No.	Noted
[summary to be added]			

Commented [DT11]: ACTION: ElectraLink to complete Working Group summary of question 11.

Company	Confidential/ Anonymous	12. Which of the DCUSA General Objectives does DCP 375 better facilitate? Please provide supporting comments.	Working Group Comments
BUUK	Non-confidential	We agree with the Proposer that DCUSA General Objective three; 'The efficient discharge by the DNO Parties and IDNO Parties of obligations imposed upon them in their Distribution Licences' has a positive impact as will help Distributors meet their Licence conditions relating to on-going management of other codes and SCRs.	Noted that this respondent believes that DCUSA General Objective three will be better facilitated.
Electricity North West	Non-confidential	This change proposal being linked to an SCR should better facilitate General Objective 3 'The efficient discharge by the DNO Parties and IDNO Parties of obligations imposed upon them in their Distribution Licences'	Noted that this respondent believes that DCUSA General Objective three will be better facilitated.
Energy Assets Networks Ltd	Non-confidential	The proposed change meets DCUSA General Objective 3 as it clarifies "business as usual" and removes discrimination between HH and NHH settled unmetered supplies. We also believe that Objective 4 may be better facilitated as the CP future proof' the NTCs for MHHS.	Noted that this respondent believes that DCUSA General Objective three and four will be better facilitated.
Northern Powergrid on behalf of Northern Powergrid (Northeast) plc and Northern	Non-confidential	Given our concerns regarding the drafting, we do not offer a view on this at this time.	Noted that this respondent did not provide a view with respect to the DCUSA Objectives.

Powergrid (Yorkshire) plc			
Power Data Associates Ltd	Non-confidential	The proposed change meets DCUSA General Objective 3 as it clarifies "business as usual" and removes discrimination between HH and NHH traded unmetered supplies. At the same time the change future proofs the NTC by supporting the MHHS SCR work undertaken by the Authority and will ensure that Distributors continue to meet the obligations in their Licences and associated codes such as the BSC.	Noted that this respondent believes that DCUSA General Objective three will be better facilitated.
Scottish and Southern Electricity Networks	Non-confidential	DCUSA General Objective 1 - This CP will simplify administration of unmetered supply processes, thus satisfying this objective.	Noted that this respondent believes that DCUSA General Objective one will be better facilitated.
SSE Energy Supply Ltd	Non-confidential	We agree that the DCUSA General Objective 3 (efficient discharge of DNO/IDNO license obligations) is better facilitated by DCP 375 in the context of supporting the MHHS SCR.	Noted that this respondent believes that DCUSA General Objective three will be better facilitated.
UKPN	Non-confidential	Objective 4. Given the intent of the DCP this should be of the nature of a housekeeping change.	Noted that this respondent believes that DCUSA General Objective four will be better facilitated.

[summary to be added]:

WORKING GROUP VIEWS:
(1) minority view that General Objective one is better facilitated as the streamlined processes.....
(2) none/neutral
(3) unanimous
(4) unanimous
(5) none impact

Commented [DT12]: ACTION: ElectraLink to complete Working Group summary of question 12.

Company	Confidential/ Anonymous	13. Are you aware of any wider industry developments that may impact upon or be impacted by DCP 375?	Working Group Comments

BUUK	Non-confidential	DCP 375 is suggested to be implemented in June 2021, as it is aligning in advance of MHHS and retaining the Unmetered Supplies Procedure in its current form, we are not aware of any wider industry developments that may be impacted by DCP 375.	Noted
Electricity North West	Non-confidential	The MHHS SCR has been referenced but the aim is to progress this change in advance to prevent any impacts on the SCR.	Noted
Energy Assets Networks Ltd	Non-confidential	No	Noted
Northern Powergrid on behalf of Northern Powergrid (Northeast) plc and Northern Powergrid (Yorkshire) plc	Non-confidential	We think it would be better to review the NTC when the arrangements for unmetered customers become clearer in the arrangements for settlement reform, we see no reason to prioritise this work at this time.	The Working Group noted that this respondent thinks that any changes to Section 4 of the NTC should be considered once the arrangements for settlement reform have become clearer. In response, the Working Group highlight that as the change has been accepted into the change process and unless the Proposer decides for one reason or another to withdraw the change, it will continue to be developed and refined as all changes do.
Power Data Associates Ltd	Non-confidential	No, the proposed change meets the requirements identified in the SCR.	Noted
Scottish and Southern Electricity Networks	Non-confidential	No	Noted
SSE Energy Supply Ltd	Non-confidential	No.	Noted

UKPN	Non-confidential	We believe EV charging posts will be influenced, especially the points discussed in question 5.	The Working Group noted that this respondent believes that there is an interaction between this change and on-street EV charging infrastructure. More specifically, the respondent pointed to the proposed amendments related to question 5, being the geographical identifiers under consideration. The Working Group noted that upon reviewing responses to Question 5 above, they have agreed to retain the locational granularity which this respondent identifies in their response.

Six of the eight respondents did not highlight any wider industry developments that may impact upon or be impacted by DCP 375. The remaining two respondents did provide further comments related to impacts on wider industry developments and these were as follows:

- One respondent thinks that any changes to Section 4 of the NTC should be considered once the arrangements for settlement reform have become clearer. In response, the Working Group highlighted that as the change has been accepted into the change process and unless the Proposer decides for one reason or another to withdraw the change, it will continue to be developed and refined as all changes do.
- One respondent believes that there is an interaction between this change and on-street EV charging infrastructure. More specifically, the respondent pointed to the proposed amendments related to question 5, being the geographical identifiers under consideration. The Working Group noted that upon reviewing responses to Question 5 above, they have agreed to retain the locational granularity which this respondent identifies in their response.

Company	**Confidential/ Anonymous**	**14. The proposed implementation date for DCP 375 is 24 June 2021. Do you agree with the proposed implementation date? If not, then please provide your rationale.**	**Working Group Comments**
BUUK	Non-confidential	We agree with the implementation date of 24 June 2021 as it is aligning in advance of MHHS, with the Unmetered Supplied Procedure retained.	Noted that this respondent **agreed** with the

			implementation date as proposed in the consultation.
Electricity North West	Non-confidential	As we have noted in Q1, this consultation may not achieve the appropriate level of scrutiny from customers who submit inventories and other interested parties. The Q and A session on 7 April raised this issue and we understand that ElectraLink will need time to review the feedback from other industry parties. This may mean that the implementation date could be impacted.	Noted that this respondent did not agree or disagree with the implementation date as proposed in the consultation but did highlight that the implementation date may need to change if further feedback is needed.
Energy Assets Networks Ltd	Non-confidential	Yes	Noted that this respondent **agreed** with the implementation date as proposed in the consultation.
Northern Powergrid on behalf of Northern Powergrid (Northeast) plc and Northern Powergrid (Yorkshire) plc	Non-confidential	No, Because we do not support the current drafting.	Noted that this respondent **did not agree** with the implementation date as proposed in the consultation.
Power Data Associates Ltd	Non-confidential	Yes	Noted that this respondent **agreed** with the implementation date as proposed in the consultation.
Scottish and Southern Electricity Networks	Non-confidential	Yes	Noted that this respondent **agreed** with the implementation date as proposed in the consultation.

SSE Energy Supply Ltd	Non-confidential	Subject to our concern with NCT clause 4.1.3 being addressed as per our suggestion in our response to Q11 of this consultation, we would agree with the proposed implementation date.	Noted that this respondent **agreed** with the implementation date as proposed in the consultation but their agreement was subject to the Working Group resolving a concern which was raised in response to question 11.
UKPN	Non-confidential	Yes, we agree.	Noted that this respondent **agreed** with the implementation date as proposed in the consultation.

Six out of the eight respondents agreed with the implementation date as proposed in the consultation and of those six, one respondent's agreement was subject to the Working Group resolving a concern which was raised in response to question 11. Of the remaining two respondents, it was noted that one did not agree with the proposed implementation date as they "do not support the current drafting" and the other did not agree or disagree but did highlight that the implementation date may need to change if further feedback is needed.

The Working Group noted that the proposed implementation date of 24 June 2021 is now in the past and concluded that as there were no responses suggesting the need for a lead time nor any practical considerations raised in response to the question, the implementation date could be set for the next scheduled release following approval.