DCP 383 – Provision for Distributors to Move Meters for Service Alterations

Draft Legal Text

Add the following new definitions in Clause 1 (Definitions and Interpretation):

Distributor Meter Moves During Service Alterations Scope Document	means the document of that name as from time to time published on the Website, which is to be established and from time to time updated by the Panel, as further described in paragraph 5 of Schedule 24 (Service Levels for Resolving Network Operational Issues and Associated Reporting Requirements).
Meter Asset Provider	means, in respect of any metering equipment, the person who provides that metering equipment (whether or not that person owns the metering equipment).

Add a new heading and the following new Clauses 25.25-25.32:

Work on Metering Equipment by Company

25.23 This Clause 25.23 applies to Metering Points for which the flow of electricity is metered for settlements by putting the full electrical current through the meter (known as 'whole-current metering'). Where the Company wishes to maintain, modify or replace the Electric Lines and/or Electric Plant which provides the connection to the Metering Point, the User hereby consents to the Company adjusting the terminals of the meter (and, where appropriate, re-making the connections to them to remedy any disturbance of the connections that may have occurred unintentionally).

25.24 Where the Company's work as referred to in Clause 25.23 can only reasonably be undertaken by the temporary removal of the meter, the User hereby consents to the Company temporarily removing the meter and then (as soon as reasonably practicable

thereafter) re-installing the meter as close as reasonably practicable to its original position.

Relocation of Metering Equipment by the Company

25.25 Where the Company is relocating an Entry Point and/or Exit Point relating to a Customer Installation, the Company may (at its discretion and subject to Clauses 25.27 and 25.31), offer its services to the Customer to relocate the metering equipment associated with that Entry Point and/or Exit Point at the same time.

25.26 Where, pursuant to paragraph 1(1)(a) of schedule 6 of the Act, the User has asked the Company to relocate an Entry Point and/or Exit Point relating to a Customer Installation, the Company may (at its discretion and subject to Clause 25.27) agree with the User to relocate the metering equipment associated with that Entry Point and/or Exit Point at the same time.

25.27 The rights of the Company to relocate metering equipment are subject to the restrictions set out in the Distributor Meter Moves During Service Alterations Scope Document. Where the Company agrees to relocate metering equipment associated with an Entry and/or Exit Point in accordance with Clause 25.25 or Clause 25.26, the Company shall relocate the metering equipment in accordance with Good Industry Practice and the Distributor Meter Moves During Service Alterations Scope Document.

Commented [GWLG1]: Does it apply to both 25.25 and 25.26?

25.28 The User shall use reasonable endeavours to ensure that the relevant Meter Operator Agent and Meter Asset Provider consent to the Company working on and relocating the metering equipment that is the subject of an agreement made pursuant to Clause 25.25 or Clause 25.26.

25.29 Where the Company has relocated any metering equipment pursuant to Clause 25.25 or Clause 25.26, it shall notify the User [and/or] the User's appointed Meter Operator Agent of the metering equipment's new location in accordance with the [BSC].

Commented [GWLG2]: Does the BSC/REC require notice to the User and the MOA or only one of them?

Commented [GWLG3]: Should this now be the REC?

25.30 The User agrees to the Company working on and relocating the metering equipment that is the subject of an agreement made between the Company and a Customer pursuant to Clause 25.25 (subject to Clause 25.31).

25.31 The User may at any time give the Company at least 90 days' notice in writing of the date from which the User's agreement under Clause 25.30 is to end, such that the

Company cannot thereafter relocate metering equipment pursuant to agreements made with Customers under Clause 25.25. However, at any time thereafter, the User may give the Company 90 days' notice in writing that the User does again agree to the Company working on and relocating the User's metering equipment as referred to in Clause 25.30.

25.32 The Company shall indemnify the User against all actions, proceedings, costs, demands, claims, expenses, liability, loss or damage arising from, or incurred by the User as a consequence of, physical damage to the property of the User, its officers, employees or agents, and in respect of the liability of the User to any other person for loss in respect of physical damage to the property of any person, in each case as a consequence of the Company breaching Clause 25.27.

Commented [GWLG4]: The Company already has an obligation to comply with Good Industry Practice – see clause 25.27. There is no absolute need for an indemnity therefore. An indemnity dis-applies the caps/limits on liability under clause 53. Is this deliberate?

Commented [GWLG5]: This is GIP, but also the document under schedule 24.

Add the following new paragraph 5 to Schedule 24

Commented [GWLG6]: Is this a slightly odd place for this new paragraph? Would it be better in its own schedule 25?

5. DISTRIBUTOR METER MOVES DURING SERVICE ALTERATIONS SCOPE DOCUMENT'.

5.1 The Panel shall establish the Distributor Meter Moves During Service Alterations Scope Document, and shall ensure that an up-to-date version of that document is published on the Website.

5.2 The Distributor Meter Moves During Service Alterations Scope Document may set out constraints which apply in respect of the rights of DNO/IDNO Parties to work on and relocate metering equipment, including specific meter types that can or cannot be moved by a DNO/IDNO Party during a service alteration

5.3 The Panel shall oversee the process by which the Distributor Meter Moves During Service Alterations Scope Document is periodically reviewed and may be amended, including so as to add or remove meter types that can or cannot be moved.

5.4 DNO/IDNO Parties and Supplier Parties may, at any time, apply to the Panel requesting an amendment to the Distributor Meter Moves During Service Alterations Scope Document.

5.5 Where the Panel Secretary receives such an application, it shall ensure that the matter

is added to the agenda for the next Panel meeting occurring more than 10 Working Days after receipt of such application, and shall give notice to all the Parties at least 10 Working Days before the Panel meeting in question:

5.5.1 setting out the identity of the Party that made the request;

5.5.2 specifying the date on which the Panel is due to consider the matter; and

5.5.3 inviting representations or objections with respect to the request before that date.

5.6 Where representations or objections are made in accordance with Paragraph 5.5, the Panel Secretary shall, as soon as reasonably practicable after receipt thereof and unless such representations or objections have been marked as confidential, provide such representations or objections alongside the request itself via publication with the relevant meeting documentation on the Website.

5.7 Following an application under Paragraph 5.4, the Panel shall resolve whether to accept the requested amendment to the Distributor Meter Moves During Service Alterations Scope Document. In passing such a resolution, the Panel may impose such conditions as it sees fit, including specifying whether a transition period is to apply and the term of any such transition period.

5.8 Where the Panel passes a resolution in accordance with Paragraph 5.7, it shall instruct the Secretariat to (a) publish the updated version on the Website; and (b) notify DNO/IDNO Parties and Supplier Parties that an updated version has been published, including a description of how the agreed version has been altered, details of any transition period or other applicable conditions, and a link to the location of the agreed version on the Website.

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26 August 2021