

**DCP 375 'AMENDMENTS TO THE UNMETERED SUPPLIES NATIONAL TERMS
OF CONNECTION'
LEGAL TEXT**

**AMEND/DELETE THE FOLLOWING DEFINITIONS UNDER CLAUSE 1 IN SECTION 4 OF
SCHEDULE 2B AS FOLLOWS:**

“Agreed Codes” means the ~~Categories of Unmetered Apparatus Codes (known as Charge Codes)~~'Charge Codes' and the 'Switch Regime ~~CodesCodes~~', (in each case) as referred to in the Unmetered Supplies Procedure;

“Equivalent Meter” ~~means an equivalent half hourly meter as defined by the Unmetered Supplies Procedure;~~

“Estimated Annual Consumption” or **“EAC”** ~~means a weather normalised estimate of consumption over a calendar year, to be determined in accordance with the Unmetered Supplies Procedure;~~

“Half-Hourly Trading” ~~means the trading for settlement purposes of Unmetered Supplies using an Equivalent Meter in accordance with the BSC;~~

“Item” means each piece of equipment, appliance or device to which a ~~charging code~~'Charge Code' applies under the Unmetered Supplies Procedure and which forms part of the Customer's Installation;

“Meter Administrator” ~~has the meaning given to that expression in the BSC, and is (unless the context otherwise requires) a reference to the person appointed to that role in relation to the Metering System by the Registrant (or, where applicable, by the Customer);~~

“Metering System” has the meaning given to that expression in the BSC, and is a reference (unless the context otherwise requires) to the metering system or systems associated with the Connection Point ~~(being either an Equivalent Meter or a Metering Point subject to Profiled Trading);~~;

“Non-Geographic Inventory” ~~means a Detailed Inventory of the Customer's Installation which does not contain the geographic information specified in Clause 7.1.1;~~

~~“PECU” means a photo-electric cell unit;~~

~~“PECU Array” means a photo-electric cell unit array;~~

~~“Profile Class” has the meaning given to that expression in the BSC;~~

~~“Profiled Trading” means trading for settlement purposes of Unmetered Supplies using an Estimated Annual Consumption and a Profile Class;~~

DELETE CLAUSE 3.3 IN SECTION 4 OF SCHEDULE 2B AND RENUMBER THE REMAINING

CLAUSES AS FOLLOWS:

~~3.3 — The Company may refuse to Connect the Customer’s Installation (or any part of it) where it is not appropriate (in accordance with the Regulations and the Unmetered Supplies Procedure) for a particular Item (or a particular type of Item) to receive Unmetered Supplies, and the Company may require the Customer to remove that Item (or that type of Item) from the Customer’s Installation so that it does not receive Unmetered Supplies.~~

3.43.3 The Company may refuse to Connect the Customer’s Installation (or any part of it) where it is not appropriate (in accordance with the Regulations and the Unmetered Supplies Procedure) for a particular piece or type of equipment, appliance or device to receive Unmetered Supplies (or to be connected to an Item that would otherwise receive Unmetered Supplies), and the Company may require the Customer to remove that equipment, appliance or device from the Customer’s Installation so that it does not receive Unmetered Supplies (or continue to be connected to an Item receiving Unmetered Supplies).

3.53.4 The right to be (and remain) Connected does not include the right to be (and remain) Energised.

AMEND CLAUSE 4.1.3 IN SECTION 4 OF SCHEDULE 2B AS FOLLOWS:

4. THE CUSTOMER'S RIGHT TO BE (AND REMAIN) ENERGISED

4.1 The Customer's right to be (and remain) Energised is subject to the Company's right to De-energise the Connection Point in accordance with Clause 5, and is conditional upon:

4.1.1 the Customer having the ability to perform and comply with all of its obligations under this Agreement;

4.1.2 the Customer or an Electricity Supplier being registered, in accordance with the BSC, as responsible for the Metering System;

4.1.3 ~~the Customer complying with the Unmetered Supplies Procedure in respect of Unmetered Supplies to be the subject of Half Hourly Trading, a Meter Administrator being appointed in relation to the Metering System;~~

4.1.4 ...

MAKE THE FOLLOWING AMENDMENTS TO CLAUSE 7 IN SECTION 4 OF SCHEDULE 2B:

7. INFORMATION

7.1 The Customer shall (except to the extent that the Company otherwise agrees) provide, to the Company (and, where the Customer has made an Election, to the Host DNO), the minimum information required by the Unmetered Supplies Procedure and (without duplication) the following information (together constituting the Detailed Inventory), which information shall be set out separately for each Item:

7.1.1 ~~Location (subject to Clause 7.2):~~

(A) the grid reference for the Item, to seven digits easting and seven digits northing (0.1m resolution), using the current edition from time to time of Ordnance Survey scale 1:500;

(B) the address for the Item (to include road/street name, parish or village name and post code) or adjacent address for the Item (such

as x metres north/south/east/west from firm map detail outside or opposite a house number); and

(C) (where applicable) the [reference](#) number displayed on the Item.

7.1.2 *Detail:* information sufficient to allow the calculation of the annual electricity consumption, and the pattern of electricity consumption for the Item (preferably by reference to the applicable Agreed Codes), to include:

(A) the type, description and wattage of the Item;

(B) (if applicable) the type of control gear installed (e.g. low loss, optimal electronic or high frequency as used in street lighting); and

(C) where the equipment is not operating continuously, the type of switch control (e.g. [central management system \(CMS\) node, photo electric control unit \(PECU\)](#), timeswitch, etc.) and the associated settings of the controller (e.g. dusk to dawn, [part night times](#), 70/35 lux); and).

~~7.1.3 Remote Connection Point: whether the Connection Point is remote from the Item or groups of Items connected to the Connection Point, and if so the Connection Point location.~~

~~7.2 7.1A~~—Where the Customer has made an Election in respect of the Premises that are subject to this Agreement and the Customer has also made an equivalent election in respect of premises connected to one or more other EDNO networks which are also connected to the same Host Network, then the information to be provided under Clause 7.1 and the information to be provided under the equivalent clause of the Customer's connection agreement(s) with the other EDNO(s) shall be provided as a single consolidated file to the Company, the Host DNO and the other EDNO(s).

~~7.27.3~~ Whenever there is an addition or removal of one or more Items (or an amendment of the information relating to one or more Items) such that the Detailed Inventory requires updating, then the Customer shall provide an updated Detailed Inventory to the Company (and, where the Customer has made an Election, to the Host DNO). Such updated Detailed Inventory shall be provided by the end of the calendar month next

~~following the calendar month in which the addition, removal or amendment occurred (or at such other frequency as the Customer and the Company may agree). Unless otherwise agreed with the Company, the Customer shall not provide more than one updated Detailed Inventory per calendar month. Where the Customer is only able to provide a Non-Geographic Inventory of the Customer's Installation, the Customer shall not (unless the Company otherwise agrees) be entitled to receive Unmetered Supplies at the Customer's Installation unless the Customer's Installation was receiving Unmetered Supplies on 1 April 1998 via the Distribution System.~~

~~7.37.4 Where the Customer has not notified the Company of any additions, removals or amendments from or to the Detailed Inventory for 12 consecutive calendar months (or such other period as the Company and the Customer may agree), then the Customer shall provide confirmation to the Company (and, where the Customer has made an Election, to the Host DNO) that there have been no such additions, removals or amendments. The Customer shall, on such dates and at such frequency as is reasonably specified and varied from time to time by the Company, provide to the Company (and, where the Customer has made an Election, to the Host DNO):~~

~~7.3.1—the Detailed Inventory for Profile Traded Items including additions, deletions or amendments to the Detailed Inventory (and, in the absence of any contrary specification by the Company, the Customer shall do so once per calendar year, due by the anniversary date of this Agreement); and/or~~

~~7.3.2—the Detailed Inventory for Half-Hourly Traded Items including additions, deletions or amendments to the Inventory (and, in the absence of any contrary specification by the Company, the Customer shall do so once per calendar month, due by the earliest day date closest to the day date of this Agreement);~~

~~and the Company shall give the Customer notice as soon as possible after receipt of any notice given under Clause 7.3 if it will give rise to a Modification.~~

~~7.47.5 Where the Company agrees to any addition, deletion or amendment of the Detailed Inventory (whether pursuant to Clause 7.3 or otherwise), the Summary Inventory shall be deemed to be amended accordingly from the date the Customer notifies the Company (and, where the Customer has made an Election, the Host DNO) of such addition, deletion or amendment.~~

~~7.5~~ In respect of Unmetered Supplies that are to be subject to Half Hourly Trading, the Company (or, where the Customer has made an Election, the Host DNO) shall provide the Meter Administrator with a copy of the Summary Inventory within 20 Working Days of the commencement of this Agreement (or such later date of receipt of a copy of the Detailed Inventory from the Customer). The Company (or, where the Customer has made an Election, the Host DNO) shall notify the Meter Administrator of any revision to the Summary Inventory as soon as reasonably practicable following any amendment to the Summary Inventory.

~~7.6~~ In respect of Unmetered Supplies that are to be subject to Profiled Trading:

~~7.6.1~~ if the Customer requests a copy of the revised Summary Inventory, the Company (or, where the Customer has made an Election, the Host DNO) will provide a copy of it to the Customer within 10 Working Days (and the Customer shall pay any reasonable charge levied by the Company in respect of such provision); and

~~7.6.2~~ the Company (or, where the Customer has made an Election, the Host DNO) shall comply with the Unmetered Supplies Procedure regarding any change to the Estimated Annual Consumption relating to the Connection Point.

~~7.7.6~~ All information provided by the Customer under this Clause 7 shall be in such form (including computer readable form) as the Company (or, where the Customer has made an Election, the Host DNO) may reasonably specify from time to time after consultation with the Customer. Where the information is not provided in accordance with the Agreed Codes and in the file format set out in the Unmetered Supplies Procedure, the Company (or, where the Customer has made an Election, the Host DNO) will convert the information received as soon as reasonably practicable so that the information can be used in settlement pursuant to the BSC (and the Customer shall pay upon demand the Company's or, where the Customer has made an Election, the Host DNO's costs of so converting the information).

~~7.8.7~~ The Parties shall comply with the provisions for audit as set out in this Clause ~~7.87~~:

~~7.8.1~~~~7.7.1~~ The Company shall be entitled at all times on giving no less than 10 Working Days' notice to carry out an audit of the Customer's Installation

against the Detailed Inventory, provided that the Company may not carry out more than one such audit in any six-month period unless the previous audit has disclosed any material discrepancy that arises from the Customer's breach of this Agreement, breach of statutory duty and/or tortious (including negligent) act or omission.

~~7.8.2~~7.7.2 If the audit reveals material irregularities or discrepancies in the Detailed Inventory, the Company shall be entitled to recover from the Customer the reasonable cost incurred by the Company in carrying out the initial audit, and the Customer shall also bear the cost of all additional audits required to confirm the accuracy of the new Detailed Inventory.

~~7.8.3~~7.7.3 The Customer shall give the Company access to any Plant and/or Apparatus as it requires to carry out any audit in accordance with this Clause ~~7.8~~7.7, and shall provide access to any information requested in respect of such audit.

~~7.9~~7.8 In addition to the rights and remedies which the Company has under any other provision of this Agreement, where an audit pursuant to Clause ~~7.8~~7.7 reveals irregularities or discrepancies in the Detailed Inventory, then, in respect of the Connection Points in question:

~~7.9.1~~7.8.1 the Customer shall submit a revised Detailed Inventory to the Company (and, where the Customer has made an Election, the Host DNO) to reflect such adjustments; and

~~7.9.2~~7.8.2 (if applicable) the Company (or, where the Customer has made an Election, the Host DNO) shall make such adjustment to the ~~Estimated Annual Consumption;~~ or Summary Inventory;

~~7.9.3~~ (if applicable) the Company (or, where the Customer has made an Election, the Host DNO) shall require the Meter Administrator to make such adjustments to the consumption figures produced by the Equivalent Meter;

as (in each case) may be required in order to ensure the accuracy (within the margins of accuracy set out in the BSC) of the settlement data on which the related supply and distribution use of system charges are calculated in respect of the Unmetered Supplies.

~~7.10~~7.9 Where Items on the Detailed Inventory are subject to a change of ownership then such Items will remain on the Customer's Detailed Inventory until the Company has been notified by the new owner that such Items have been added to the new owner's detailed inventory.

~~7.11~~7.10 _____ The Customer grants, or shall procure the grant (to the extent the Customer is able to do so), to the Company (and, where the Customer has made an Election, to the Host DNO and any other distribution licensee to whose system items within the same inventory are connected) free and unrestricted access to and use of any information or data concerning electricity taken through any Connection Point available under this Agreement, the Unmetered Supplies Procedures or the BSC for use in the Company's (and, where applicable, the Host DNO's and other distribution licensee's) business whether that information or data is held by the Customer or another person on its behalf. ~~Where the Meter Administrator is not the Company, the Customer shall procure that the Meter Administrator shall comply with the provisions of this Clause 7.11 as if it were the Customer.~~

~~7.12~~7.11 _____ Where any additions or amendments to the Detailed Inventory or to the Summary Inventory are made pursuant to this Clause 7, or where a Modification to the Customer's Installation is made pursuant to Clause 15, the Customer shall ensure that any charges which the Company requires to be paid in accordance with the statements of charges made by the Company from time to time under the Company's Electricity Distribution Licence are paid for any such addition, amendment or Modification (including those relevant to the addition of a new Connection Point), and that any works which the Company requires to be effected are carried out such that they are fit for purpose.

~~7.13~~— If at any time any Item shall be re-rated such that the characteristics of its consumption of electricity are different than they were before such re-rating, the Company (or, where the Customer has made an Election, the Host DNO) may ~~either (as applicable):~~

~~7.13.1—adjust the Estimated Annual Consumption by the amount necessary to reflect such re-rating; or~~

~~7.13.2—require the Meter Administrator to recalculate (and re-submit under the BSC) the amount of electricity consumed by the Item to take into account such re-rating;~~

~~7.14~~7.12 ~~(in each case)~~require recalculation of the unmetered energy consumption as specified in the Unmetered Supplies Procedure from (subject to the limitations on adjustments to electricity settlement data under the BSC) the date on which the Item first was registered in the Detailed Inventory (or any later date that the Company or (where applicable) the Host DNO may reasonably specify).

AMEND CLAUSE 10.6 AND DELETE CLAUSES 10.7 TO 10.11 IN SECTION 4 OF SCHEDULE 2B

AS FOLLOWS:

Control Equipment

10.6 Upon the failure or malfunctioning of Control Equipment ~~owned by the Company, the Company will remove such equipment and replace with simple unswitched electrical connections of its choosing such that the associated electrical circuits will be permanently Energised. The Company will notify the Customer of the removal of such control equipment. The Customer shall thereafter, the Customer shall~~ be responsible for implementing substitute control equipment within the Customer's Installations at its cost. At any time the Customer shall be responsible for re-declaring the consumption pattern of the associated Connection Points to reflect any changed pattern of operation in accordance with this Agreement.

~~10.7—Upon the failure or malfunctioning of Control Equipment owned by the Customer, the Company is permitted to remove such Control Equipment and make simple unswitched electrical connections of its choosing in place of such Control Equipment such that any previously switched electrical circuits will be permanently Energised. The Company will notify the Customer of the removal of such Control Equipment. The Customer shall thereafter be responsible for implementing substitute control equipment within the Customer’s Installations at its cost. At any time the Customer shall be responsible for re-declaring the consumption pattern of the associated Connection Points to reflect any changed pattern of operation.~~

~~10.8—The Company will retain control of any control equipment removed pursuant to Clause 10.7 for a period of up to six months from date of its removal. After expiry of this period the Company may at any time and in its sole discretion choose to dispose of any such equipment.~~

~~10.9—Any control equipment still in the possession of the Company in accordance with Clause 10.8 may be collected by the Customer or, if requested to do so by the Customer, sent to the Customer at its cost provided that if the Customer fails to pay in advance the cost of its delivery, the Company may dispose of it.~~

~~10.10—If the Company disposes of any control equipment under Clauses 10.8 or 10.9, the Company will retain any proceeds of sale for its own use absolutely and if the proceeds of sale are insufficient to cover the costs of disposal any amount not so covered shall be a debt due from the Customer and payable upon demand.~~

~~10.11—Where the Meter Administrator requires the removal of a PECU from a Customer Installation for use in a PECU Array, the Customer shall (at no cost to the Company) replace such PECU.~~

AMEND CLAUSE 26.2 IN SECTION 4 OF SCHEDULE 2B AS FOLLOWS:

26.2 If the Connection Point is located in Scotland (except where the Company is Northern ~~Electric Distribution Limited~~ Powergrid (Northeast) plc (a company incorporated in England & Wales with company number 2906593) or Electricity North West Limited (a company incorporated in England & Wales with company number 2366949)), this

Agreement will be governed by, and interpreted in accordance with, Scots law, under the jurisdiction of the Scottish courts.