

1. Part of the aim is to make the DCUSA more accessible. This doesn't necessarily involve amending or deleting existing text. I think the DCUSA might be made more accessible by moving and re-grouping some of the provisions. For example:
 - a. Although legal documents often start with definitions, this can often be a daunting place to start. Definitions and rules of interpretation could be rebranded as a Glossary and moved to its own Schedule towards the end of the document.
 - b. I find the numbering of Sections (1A-1C and 2A-2F) unwieldy. I prefer the BSC and SEC approach of Sections A-Z, with numbered sub-sections within each Section (eg Section H4.3).
 - c. Some of the content within Schedules is sensibly captured as a Schedule – eg NTC and Charging Methodologies. However, some of the content of the schedules could be moved to sit as part of the clauses within the Sections – eg Schedules 3, 4 and 6.
 - d. The Schedules could be re-ordered to keep those with common themes close together – eg Schedule 29 should be with the other charging methodology schedules.
 - e. We could remove the Schedules which are not currently used.
2. Linked to the above, some schedules contain their own definitions. Some of these schedules need to work on a standalone (or semi-standalone) basis (eg NTC and Charging Methodologies), but in other cases it may be sensible to capture all the definitions in one place.
3. Clause 34, 35, 50, 51, 52E, 52F, 52K, 52L, 52O, 52P, 52T and 52U all deal with confidentiality. These should be consolidated into 2 clauses within (what is currently) Section 3.
4. There is some other duplication between Sections 2A, 2C, 2D and 2E. However, subject to the above point 3, I think it would be fairly difficult (and not that helpful) to merge these.
5. Rather than consolidating, we might actually make DCUSA more accessible by separating out the Supplier and CVA Registrant obligations into two separate sections, but this would create a fair amount of duplication, as many of the provisions are common to both types of User – so alternatively, perhaps all of the supplier-only provisions could be pulled-out of Section 2A into its own standalone section. This would save CVA Registrants having to read the bits which only apply to suppliers.
6. In addition to point 1 above, clause 3 could be merged with Section 1B, and clauses 2 and 4 could be merged with Section 3.
7. The Governance and Change Control Sections could be reduced so as to be less prescriptive and so as to leave more discretion for the Panel/Secretariat in terms of how the processes work. However, there is a fair amount of detail concerning these sections in the Distribution Licence, so the scope to do this is somewhat limited unless the licence drafting is changed.
8. Someone suggested that the Credit Cover schedule could be amended to match the credit cover under other codes. This might be quite sensible as it would help participants if credit cover methodologies were the same across all of the codes.