

**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):

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).
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Add the following new Clauses 25.25-25. in Section 2A (Distributor to Supplier/Generator Relationships):

Work on Metering Equipment

- 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 25.28 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) agree with the User to relocate the metering equipment associated with that Entry Point and/or Exit Point at the same time.
- 25.27 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.
- 25.28 The User shall use reasonable endeavours to ensure that the relevant Meter Operator Agent and the Meter Asset Provider consent to the Company working on and relocating the metering equipment that is the subject of an agreement made in accordance with 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.
- 25.30 The User agrees to the Company working on and relocating the metering equipment that is the subject of an agreement made in accordance with Clause 25.25.
- 25.31 The User may give the Company 90 days' notice in writing at any time that it rescinds its agreement to the Company working on and relocating its whole current metering equipment under Clause 25.30. At any time thereafter, the User may give the Company 90 days' notice in writing that it agrees to the Company working on and relocating its whole current metering equipment under Clause 25.30.
- 25.32 The Company shall indemnify the User against all expenses, liability, loss or damage incurred by the User as a consequence of the User's liability to the Meter Asset Provider for the Meter Asset

Provider's direct losses for physical damage to the metering equipment, as a result of the Company acting contrary to Good Industry Practice in relocating the metering equipment under Clause 25.25.

25.33 Where, in accordance with the provisions of Schedule 24, the Company has been notified that the Agreed Version of the 'Distributor Meter Moves During Service Alterations Scope Document' has been altered, then the Company shall ensure that it uses the Agreed Version with effect from the agreed release date.

Add the following to a Schedule 24

SCHEDULE 24

5. AMENDMENTS TO THE 'DISTRIBUTOR METER MOVES DURING SERVICE ALTERATIONS SCOPE DOCUMENT'.

- 5.1 The Panel shall oversee the process by which the Agreed Version of the Distributor Meter Moves During Service Alterations Scope Document may be altered. Such alteration may include the addition to or removal from the Agreed Version of a specific meter type that can or cannot be moved by a Distributor during a service alteration.
- 5.2 Distributors or Suppliers may, at any time, apply to the Panel requesting that the Agreed Version is altered by notice in writing to the Panel Secretary.
- 5.3 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:
 - 3.3.1 setting out the identity of the Party that made the request;
 - 3.3.2 specifying the date on which the Panel is due to consider the matter; and
 - 3.3.3 inviting representations or objections with respect to the request before that date.
- 5.4 Where representations or objections are made in accordance with Paragraph 1.3, 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.
- 5.5 Following an application under Paragraph 1.2, the Panel shall resolve whether to accept the requested alteration to the Agreed Version. 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.

- 5.6 Where the Panel passes a resolution in accordance with Paragraph 1.5, it shall instruct the Secretariat to (a) publish an updated Agreed Version on the Website; and (b) notify Distributor 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.