

DCP 394 - Allow any REC Accredited Meter Operator to De-Energise any Metering Point

Draft Legal Text

Amend the Introduction as follows:

INTRODUCTION

- (A) The Parties comprise ~~certain~~ electricity distributors, electricity suppliers, certain gas suppliers ~~and, certain electricity~~ generators, certain metering companies and the OTSO Party.

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- (F) The Gas Supplier Parties have agreed to accede to this Agreement in order to allow them to install, operate, inspect, maintain, repair, renew, reposition, replace and remove Smart Metering Comms Hub Devices.

- (G) The SIP Parties have agreed to accede to this Agreement in order to allow them to undertake Safe Isolation Works.

- (H) DCUSA Ltd is a company established under this Agreement to facilitate the operation of this Agreement.

- (I) The Parties and DCUSA Ltd have agreed to give effect to, and to be bound by, this Agreement in accordance with an Accession Agreement.

...

Amend the definitions in Clause 1 as follows:

Company	<p>has:</p> <ul style="list-style-type: none"> (a) in respect of Section 2A, the meaning given to that term in Clause 15.1; (b) in respect of Section 2B, the meaning given to that term in Clause 36.1; (c) in respect of Section 2C, the meaning given to that term in Clause 52A.1; (d) in respect of Section 2D, the meaning given to that term in Clause 52G.4; (e) in respect of Section 2E, the meaning given to that term in Clause 52M.1; and (f) in respect of Section 2F, the meaning given to that term in Clause 52Q.4.; <u>and</u> <u>(g) in respect of Section 2G, the meaning given to that term in Clause 52V.1.</u>
Customer	<p>means:</p> <ul style="list-style-type: none"> (a) in respect of Section 2A, a person to whom a User proposes to supply, or for the time being supplies, electricity through an Exit Point, or from whom a User, or any Relevant Exempt Supplier, is entitled to recover charges, compensation or an account of profits in respect of electricity supplied through an Exit Point; and (b) in respect of Section 2B, 2C, 2D, 2E or 2F, any owner or occupier of premises in Great Britain who is supplied or requires to be supplied with electricity, and includes an electricity supplier when acting on behalf of such a person; and- <u>(c) in respect of Section 2C, 2D, 2E, 2F or 2G, any owner or occupier of premises in Great Britain who is supplied or requires to be supplied with electricity.</u>
De-Energise	<p>means:</p> <ul style="list-style-type: none"> (a) in respect of Section 2A, 2C, 2D, 2E, or 2F <u>or 2G</u>, deliberately to prevent the flow of electricity until Re-energised or Disconnected: <ul style="list-style-type: none"> (i) in the case of an Exit Point, from the Distribution System through the relevant Exit Point (or, in the case of an Unmetered Supply, any one or more of the relevant Exit Points) to; and/or (ii) in the case of an Entry Point, via the Distribution System through the relevant Entry Point (or, in the case of an Unmetered Supply, any one or more of the relevant Entry Points) from, a Connected

	<p>Installation, for any purpose other than a System Outage on the Company's Distribution System (and cognate expressions shall be construed accordingly); and</p> <p>(b) in respect of Section 2B, deliberately to prevent the flow of electricity through a Connection Point for any purpose other than a System Outage on the Company's Distribution System until Re-energised or Disconnected (and cognate expressions shall be construed accordingly).</p>
Electricity Supplier	<p>means</p> <p>(a) in respect of Section 2C and any Smart Metering Comms Hub Device, means the Supplier Party that is Registered from time to time for the Metering Point associated with the Premises to which that Smart Metering Comms Hub Device relates;</p> <p>(b) in respect of Section 2D, has the meaning given to that expression in Clause 52G.1; or</p> <p>(c) in respect of Section 2F, has the meaning given to that expression in Clause 52Q.1; or <u>or</u></p> <p><u>(d) in respect of Section 2G, has the meaning given to that expression in Clause 52V.1.1.</u></p>
Party Category	<p>means, as the context requires, one of the following categories:</p> <p>(a) the DNO Parties collectively;</p> <p>(b) the IDNO/OTSO Parties;</p> <p>(c) the Supplier Parties collectively;</p> <p>(d) the CVA Registrants collectively;</p> <p>(e) the Gas Supplier Parties collectively</p> <p><u>(f) the SIP Parties collectively,</u></p> <p>save that, in determining which Party Categories are eligible to vote on a particular Change Proposal, the IDNO Parties and the OTSO Party may be considered separately, so that the IDNO Parties may be eligible to vote on a Change Proposal and the OTSO Party not (or vice versa).</p>
Re-energise	<p>means:</p> <p>(a) in respect of Section 2A, 2C, 2D, 2E1 or 2F <u>or</u> 2G, deliberately to allow the flow of electricity:</p> <p>(i) in the case of an Exit Point, from the Distribution System through the relevant Exit Point (or, in the case of an Unmetered Supply, any one or more of the relevant Exit Points) to; and/or</p>

	<p>(ii) in the case of an Entry Point, to the Distribution System through the relevant Entry Point (or, in the case of an Unmetered Supply, any one or more of the relevant Entry Points) from, a Connected Installation, where such flow of electricity was previously prevented by De-energisation Works (and cognate expressions shall be construed accordingly); and</p> <p>in the case of an Entry Point, to the Distribution System through the relevant Entry Point (or, in the case of an Unmetered Supply, any one or more of the relevant Entry Points) from, a Connected Installation, where such flow of electricity was previously prevented by De-energisation Works (and cognate expressions shall be construed accordingly); and</p> <p>(b) in respect of Section 2B, deliberately to allow the flow of electricity through a Connection Point, where such flow was previously prevented by De-energisation Works (and cognate expressions shall be construed accordingly).</p>
<u>Safe Isolation Provider</u>	<u>has, in respect of Section 2G, the meaning given to that expression in Clause 52V.1.1.</u>
<u>Safe Isolation Works</u>	<p><u>means, in respect of an Entry/Exit Point, works by a SIP Party to:</u></p> <p><u>(a) De-energise that Entry/Exit Point;</u></p> <p><u>(b) (if reasonably necessary) adjust the terminals of the meter and associated equipment and re-make the connection to them to make safe and remedy any disturbance of the connection that may have occurred; and</u></p> <p><u>(c) If required, terminate replacement* customer tails into the Suppliers meter, customer tails having been presented and tested by electrical contractor as part of their works</u></p> <p><u>*only cables fitted for existing or DNO approved additional circuits with an appropriate test certificate will be accepted.</u></p> <p><u>(d) Re-energise that Entry/Exit Point.</u></p>
<u>SIP Party</u>	<u>means a Party that operates as a Meter Operator Agent.</u>

Amend Clause 4 as follows:

4. ACCESSION OF ADDITIONAL PARTIES

Eligibility for Admission

4.1 Any person who applies to be admitted as a Party (an Applicant) shall be entitled to be admitted as a Party, subject to and in accordance with the provisions of this Clause 4.

4.2 An Applicant may not be admitted as a Party if:

4.2.1 I it is already a Party; ~~or~~

4.2.2 (in the case of all Applicants other than the OTSO Party or those applying to be a Gas Supplier Party or a SIP Party) the Panel believes that the Applicant has no reasonable prospect of satisfying the relevant conditions precedent set out in Clause 16, in the six-month period following its application to be so admitted; ~~or~~

4.2.3 (in the case of only the OTSO Party or those applying to be DNO Parties or IDNO Parties) the Panel believes that the Applicant has no reasonable prospect of satisfying the relevant conditions precedent set out in Clause 37 in the six-month period following its application to be so admitted; or-

4.2.4 (in the case of only those applying to be a SIP Party) the Applicant is not a qualified metering equipment manager under the Retail Energy Code.

...

Amend Clause 6.1 as follows:

6. PANEL MEMBERS

Election of Panel Members

6.1 Neither tThe Gas Supplier Parties nor the SIP Parties will ~~not~~ be separately represented on the Panel. Accordingly, each reference in this Clause 6 to a 'Party Category' or the 'Party Categories' shall be reference to each Party Category or all Party Categories other than the two Party Categoriesy representing (respectively) the Gas Supplier Parties and the SIP Parties.

Amend Clause 8.9 as follows:

Share of Costs

8.9 Subject to Clause 8.9A, the amount (a Cost Contribution) that each Party shall be obliged to bear as its share of the Recoverable Costs, in respect of each Quarter, shall:

8.9.1 in the case of each CVA Registrant (in its capacity as such), the OTSO Party, ~~and~~ each Gas Supplier Party (in its capacity as such) and each SIP Party (in its capacity as such), be zero; and

8.9.2 in the case of each other Party, be calculated as follows:

...

Amend Clause 10.2 as follows:

10. CHANGE PROPOSALS

10.1 Each variation of this Agreement must commence with a proposal made in accordance with the provisions of this Clause 10 (a **Change Proposal**).

Persons Entitled to Propose

10.2 A Change Proposal may be made by any of the following:

10.2.1 a Party (save that SIP Parties may only raise Change Proposals in respect of Section 2G);

10.2.2 the Consumer Body;

10.2.3 the National Electricity Transmission System Operator;

10.2.4 any person or body that may from time to time be designated in writing by the Authority for the purpose of this Clause 10.2 (which may include, in respect of a Charging Methodology, any person whose interests are materially affected by that Charging Methodology); and

10.2.5 the Authority or a DNO/IDNO Party acting at the direction of the Authority (in each case only in relation to Authority Change Proposals).

...

Amend Clause 12.3 as follows:

- 12.3 The IDNO/OTSO Parties, the Supplier Parties, the CVA Registrants, ~~and~~ the Gas Supplier Parties and the SIP Parties shall cast their votes on a corporate group basis, so that all of the Parties in each such Party Category that fall within a single Group shall collectively have only one vote. The DNO Parties shall cast their votes individually, so that each such Party has one vote. References in this Clause 12 and in Clause 13 to a “Group” shall, therefore, in the case of DNO Parties only, be taken as references to a “Party”.

Amend Clause 12.9 as follows:

- 12.9 In the case of:

12.9.1 the Party Category comprising the IDNO/OTSO Parties;

12.9.2 the Party Category comprising the Gas Supplier Parties; ~~or~~

12.9.3 the Party Category comprising SIP Parties; or

12.9.3 any other Party Category where five or fewer Groups in that Party Category cast their vote,

each Group in the Party Category shall have an equal Weighted Vote, calculated by dividing 100% by the number of Groups within that Party Category who cast their vote.

Add new Clauses 25.32-25.36 as follows:

De-energisation and Re-energisation at the request of the Connectee

- 25.32 Clauses 25.33 to 25.36 (inclusive) only apply if the User is a Supplier Party (not a CVA Registrant).
- 25.33 The User shall establish, maintain and give effect to clear and transparent procedures by which Connectees can obtain temporary De-energisation and subsequent Re-energisation of the Connectee's Connected Installation in order to enable electrical work to take place at the installation.
- 25.34 In complying with Clause 25.33, the User shall, unless otherwise agreed with the Connectee:
- 25.34.1 offer an appointment for the temporary De-energisation that is within a reasonable time or, in circumstances of urgency, as soon as is reasonably practicable; and
- 25.34.2 offer a service whereby the De-energisation and Re-energisation can take place on the same day.
- 25.35 The User shall publish its procedures as referred to in Clause 25.33 on, and make them readily available from, its website.
- 25.36 For clarity, Clauses 25.1 to 25.7 (inclusive) apply to the De-energisation Works and Re-energisation Works undertaken by the User under Clause 25.34.

Add a New Section 2G (Clauses 52V-52X) as follows:

SCOPE OF SECTION 2G

This Section 2G sets out the terms and conditions pursuant to which each DNO/IDNO Party and each Supplier Party shall allow each SIP Party to undertake Safe Isolation Works.

52V. INTERPRETATION OF SECTION 2G

Party Obligations

52V.1 In this Section 2G and in the terms defined in Clause 1 when used in this Section 2G:

52V.1.1 each reference to the "Company" is a reference to each Party that is either a DNO Party or an IDNO Party separately and individually and, where an obligation is imposed on, or a right granted to, the Company, that obligation is imposed on, and that right is granted to, each such Party separately and independently;

52V.1.2 each reference to the "Electricity Supplier" is: (a) a reference to each Party that is a Supplier Party separately and individually and, where an obligation is imposed on, or a right granted to, the Electricity Supplier, that obligation is imposed on, and that right is granted to, each such Party separately and independently; and (b) when made in relation to a Metering Point and any period of time, a reference to the Supplier Party who is (or was), during that period, Registered in respect of the Metering Point; and

52V.1.3 each reference to the "Safe Isolation Provider" is a reference to each Party that is a SIP Party separately and individually and, where an obligation is imposed on, or a right granted to, the Safe Isolation Provider, that obligation is imposed on, and that right is granted to, each such Party separately and independently.

52V.2 This Section 2G shall:

52V.2.1 only create rights and obligations between: (a) DNO/IDNO Parties (on the one hand) and SIP Parties (on the other); and (b) Supplier Parties (on the one hand) and SIP Parties (on the other);

52V.2.2 not create rights or obligations: (a) between DNO/IDNO Parties (on the one hand) and Supplier Parties (on the other); (b) between DNO/IDNO Parties and other DNO/IDNO Parties; or (c) between Supplier Parties and other Supplier Parties; and

52V.2.3 not apply to the OTSO Party or to CVA Registrants or to Gas Supplier Parties.

References in Relation to Companies and Electricity Suppliers

52V.3 In this Section 2G and in the terms defined in Clause 1 when used in this Section 2G, references to:

52V.3.1 an Entry Point or Exit Point are: (a) when made in relation to the Company, references to an Entry Point or Exit Point on the Company's Distribution System; or (b) when made in relation to the Electricity Supplier and any period of time, references to an Entry Point or Exit Point relating to a Metering Point for which the Electricity Supplier is (or was) Registered during that period; and

52M.4.2 a Customer are to a Customer whose premises are connected to the Company's Distribution System and for which the Electricity Supplier is (or was) Registered.

Application Limited to Whole Current Metering

52V.4 This Section 2G shall only apply to Exit Points and/or Entry Points for which the import or export of electricity is metered directly by putting the full electrical current through the meter (known as 'whole current metering').

52W. PERMITTED WORKS

Requirements for those Undertaking Works

52W.1 Any and all Safe Isolation Works carried out pursuant to this Section 2G shall only be carried out by an individual working on behalf of the Safe Isolation Provider and with the permission of the Customer. This Section 2G does not imply any permission by the Customer, and the works pursuant to this Section 2G are not undertaken on behalf of the Company or the Electricity Supplier. The Safe Isolation Provider must make clear to the Customer (and to the occupier if different) that the Safe Isolation Provider is not acting on behalf of the Company or the Electricity Supplier.

Good Industry Practice

52W.2 The Safe Isolation Provider shall act in accordance with Good Industry Practice when carrying out, or procuring the carrying out of, any and all works pursuant to this Section 2G.

Meter Operator Code of Practice

52W.3 The Safe Isolation Provider shall only be entitled to exercise rights under this Section 2G while it is an accredited Meter Operator Agent under the Retail Energy Code. The Safe Isolation Provider shall comply with the Meter Operation Code of Practice in relation to the works undertaken pursuant to this Section 2G.

Works Undertaken by the Safe Isolation Provider

52W.4 If the Safe Isolation Provider wishes at any time to undertake Safe Isolation Works, then the Company and the Electricity Supplier hereby consent to the Safe Isolation Provider De-energising the Exit Point and/or Entry Point in order to do so (to the extent reasonably required in order to do so, and with no prior notice to the Company or the Supplier); provided that the Safe Isolation Provider Re-energises that Exit Point and/or Entry Point as soon as reasonably practicable thereafter.

52W.5 If the Safe Isolation Provider resolves to De-energise and/or Re-energise an Exit Point and/or Entry Point pursuant to Clause 52W.4, then the Safe Isolation Provider shall:

52W.5.1 (subject to Clauses 52W.2 and 52W.3) decide on the extent and nature of the De-energisation Works and Re-energisation Works, and shall undertake such De-energisation Works and Re-energisation Works at its own cost; and

52N.5.2 comply with the Relevant Instruments and the Distribution Code in relation to the De-energisation Works and Re-energisation Works.

52W.6 For the avoidance of doubt, the Safe Isolation Provider shall only be entitled to Re-energise an Exit Point and/or Entry Point that has been De-energised by (or on behalf of) the Safe Isolation Provider pursuant to this Section 2G.

Non-Interference

52W.7 The Company consents to the Safe Isolation Provider interfering with the Company's Distribution System to the extent it is necessary to do so in exercising the Safe Isolation Provider's rights, or complying with its obligations, under this Section 2G. The Safe Isolation Provider shall not otherwise interfere with the Company's Distribution System.

52W.8 The Electricity Supplier consents to the Safe Isolation Provider interfering with the Electricity Supplier's metering equipment to the extent it is necessary to do so in exercising the Safe Isolation Provider's rights, or complying with its obligations, under this Section 2G. The Safe Isolation Provider shall not otherwise interfere with the Electricity Supplier's metering equipment.

52W.9 The Safe Isolation Provider shall indemnify the Company and the Electricity Supplier against all actions, proceedings, costs, demands, claims, expenses, liability, loss or damage arising directly from physical damage to the property of any person caused by the Safe Isolation Provider in exercising the Safe Isolation Provider's rights under this Clause 52W (but excluding liability for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill, and subject to a cap of £1 million per incident or series of related incidents).

52X. PROVISION OF INFORMATION TO THE COMPANY AND ELECTRICITY SUPPLIER

52X.1 The Safe Isolation Provider shall, in a prompt and appropriate manner having regard to the nature of the incident, inform the Electricity Supplier where the Safe Isolation Provider has reason to believe that:

52X.1.1 the flow of electricity through an Exit Point has been interrupted (and remains interrupted);

52X.1.2 there has been interference with any electricity metering equipment that has prevented such metering equipment from correctly registering the quantity of electricity supplied; and/or

52X.1.3 the electricity metering equipment otherwise presents a danger,

unless the Safe Isolation Provider believes that the Electricity Supplier has caused such circumstance to arise.

52X.3 For the purposes of giving notice under Clause 52X.1, the Safe Isolation Provider shall use its reasonable endeavours to establish the identity of the Electricity Supplier to whom notice should be given. Where the Safe Isolation Provider is unable to establish the identity of the person to whom notice should be given, it shall give such notice to the United Kingdom Revenue Protection Association.

52X.4 Where the Safe Isolation Provider becomes aware of any matter or incident that does or is likely to:

52X.4.1 cause danger or require urgent attention in relation to the supply or distribution of electricity through the Distribution System; or

52X.4.2 affect the maintenance of the security, availability and quality of service of the Distribution System,

then the Safe Isolation Provider shall notify the Company of such matter or incident in a prompt and appropriate manner having regard to the nature of the matter or incident (as further described in the remainder of this Clause 52X).

52X.5 Where the Safe Isolation Provider becomes aware of any matter or incident that ~~that~~ does or is likely to cause danger or require urgent attention in relation to the supply or distribution of electricity through the Distribution System (including a Category A Situation), then the Safe Isolation Provider shall ensure that the Company is notified of such report or enquiry by telephone in a prompt and appropriate manner having regard to the nature of the matter or incident. The Safe Isolation Provider shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule 24.

52X.6 Where the Safe Isolation Provider becomes aware of any matter or incident that is a Category B Situation, then the Safe Isolation Provider shall ensure that the Company is notified of such matter or incident using the Data Transfer Network (data flow D0135), within 5 Working Days after becoming aware of such matter or incident. The Safe Isolation Provider shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule 24, and (where the Safe Isolation Provider has the Connectee's permission to do so) contact details for the Connectee.

52X.7 Where the Safe Isolation Provider becomes aware of any matter or incident that is a Category C Situation, then the Safe Isolation Provider shall ensure that the Company is notified of such report or enquiry using the Data Transfer Network (data flow D0135) within 10 Working Days after becoming aware of such matter or incident. The Safe Isolation Provider shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule 24.

Amend Schedule 9 as follows:

SCHEDULE 9 – ACCESSION AGREEMENT

...

- (A) The DNO Parties and IDNO Parties are required, by their licences, to be party to, comply with, and maintain the DCUSA.
- (B) The Supplier Parties are required, by their licences, to be party to, and comply with, the DCUSA.
- (C) The CVA Registrants are under certain obligations, under other industry agreements, regarding distribution use of system arrangements, and have agreed to accede to the DCUSA in order to meet those obligations.
- (D) The OTSO Party wishes to connect to and use the systems of the DNO Parties and the IDNO Parties, and has agreed to accede to the DCUSA in order to do so.
- (E) The Gas Supplier Parties have agreed to accede to the DCUSA in order to allow them to install, operate, inspect, maintain, repair, renew, reposition, replace and remove Smart Metering Comms Hub Devices.
- (F) The SIP Parties have agreed to accede to the DCUSA in order to allow them to undertake Safe Isolation Works.
- (~~GF~~) DCUSA Ltd is a company established under the DCUSA to facilitate the operation of the DCUSA.
- (~~HG~~) The New Party wishes to become a party to, and bind itself by, and DCUSA Ltd has agreed (on behalf of the DCUSA Parties) to admit the New Party as a party to, the DCUSA in accordance with the terms and conditions of this Accession Agreement.

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