

**DCP 400 - Allow Alt HAN Co, acting as a Crowded Meter Room Co-ordinator to commission necessary works, using a shared Meter Operator, to resolve meter room issues that enable the installation of Smart and Alt HAN equipment.**

**Draft Legal Text**

*This legal text is drafted on the assumption that DCP394 is approved and implemented in accordance with the draft dated 17 May 2022. The baseline text includes the changes proposed by DCP394.*

**Amend the Introduction as follows:**

**INTRODUCTION**

(A) The Parties comprise electricity distributors, electricity suppliers, certain gas suppliers, certain electricity generators, certain metering companies, the Crowded Meter Room Coordinator and the OTSO Party.

...

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

(H) The Crowded Meter Room Coordinator has agreed to accede to this Agreement in order to allow it to undertake Crowded Meter Room Works.

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

~~(J)~~ 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:**

<p><b>Company</b></p>	<p>has:</p> <ul style="list-style-type: none"> <li>(a) in respect of Section 2A, the meaning given to that term in Clause 15.1;</li> <li>(b) in respect of Section 2B, the meaning given to that term in Clause 36.1;</li> <li>(c) in respect of Section 2C, the meaning given to that term in Clause 52A.1;</li> <li>(d) in respect of Section 2D, the meaning given to that term in Clause 52G.4;</li> <li>(e) in respect of Section 2E, the meaning given to that term in Clause 52M.1;</li> <li>(f) in respect of Section 2F, the meaning given to that term in Clause 52Q.4; <del>and</del></li> <li>(g) in respect of Section 2G, the meaning given to that term in Clause 52V.1; <del>and</del></li> <li>(h) <u>in respect of Section 2H, the meaning given to that term in Clause 52Y.1.</u></li> </ul>
<p><b><u>Crowded Meter Room Coordinator</u></b></p>	<p><u>means Alt HAN Company Limited (a company incorporated in England and Wales with company number 10002859).</u></p>
<p><b><u>Crowded Meter Room Works</u></b></p>	<p><u>means works which are reasonably required to maximise the available space within a meter room or meter cupboard, in order to enable the installation of Relevant Alt HAN Equipment and/or Smart Metering Systems, including:</u></p> <ul style="list-style-type: none"> <li>(a) <u>De-energise an Entry/Exit Point;</u></li> <li>(b) <u>repositioning meters, cabling, local points of <del>local cut-outs/isolation points and</del> isolation and customer isolation switches;</u></li> <li>(c) <u>removing and disposing of inhibitive trunking and cable trays;</u></li> <li>(d) <u>removing and disposing of redundant equipment; and/or</u></li> <li>(e) <u>removing, disposing of and replacing aged equipment (it should be noted that this will only be done with the permission of the asset owner).</u></li> <li>(f) <u>Re-energise an Entry/Exit Point;</u></li> </ul>
<p><b>Customer</b></p>	<p>means:</p> <ul style="list-style-type: none"> <li>(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</li> </ul>

	<p>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; <del>and</del></p> <p>(b) in respect of Section 2B, 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</p> <p>(c) in respect of Section 2C, 2D, 2E, 2F, <del>or</del> 2G <u>or 2H</u>; any owner or occupier of premises in Great Britain who is supplied or requires to be supplied with electricity.</p>
<b>De-Energise</b>	<p>means:</p> <p>(a) in respect of Section 2A, 2C, 2D, 2E, 2F, <del>or</del> 2G <u>or 2H</u>, deliberately to prevent the flow of electricity until Re-energised or Disconnected:</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, 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 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>
<b>Electricity Supplier</b>	<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;</p> <p>(c) in respect of Section 2F, has the meaning given to that expression in Clause 52Q.1; <del>or</del></p> <p>(d) in respect of Section 2G, has the meaning given to that expression in Clause 52V.1.1; <del>or</del></p> <p><u>(e) in respect of Section 2H, has the meaning given to that expression in Clause 52Y.1.1;</u></p>

<p><b>Party Category</b></p>	<p>means, as the context requires, one of the following categories:</p> <ul style="list-style-type: none"> <li>(a) the DNO Parties collectively;</li> <li>(b) the IDNO/OTSO Parties;</li> <li>(c) the Supplier Parties collectively;</li> <li>(d) the CVA Registrants collectively;</li> <li>(e) the Gas Supplier Parties collectively</li> <li>(f) the SIP Parties Collectively,</li> </ul> <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). <u>For clarity, the Crowded Meter Room Coordinator does not comprise a Party Category.</u></p>
<p><b>Re-energise</b></p>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) in respect of Section 2A, 2C, 2D, 2E, 2F, <del>or</del> 2G <u>or</u> 2H, deliberately to allow the flow of electricity: <ul style="list-style-type: none"> <li>(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</li> <li>(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</li> </ul> <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> </li> <li>(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).</li> </ul>

**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;
  - 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;
  - 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; ~~or~~
  - 4.2.5 (in the case of the Crowded Meter Room Coordinator) the Applicant is not Alt HAN Company Limited (a company incorporated in England and Wales with company number 10002859).

...

**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 Category representing (respectively) the Gas Supplier Parties and the SIP Parties. Furthermore, the Crowded Meter Room Coordinator does not form a Party Category, and are not entitled to be separately represented on the Panel.-

**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, each Gas Supplier Party (in its capacity as such), ~~and~~ each SIP Party (in its capacity as such), ~~and the Crowded Meter Room Coordinator~~, shall be zero; and

8.9.2 in the case of each other Party, shall 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); ~~and excluding the Crowded Meter Room Coordinator~~;

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 12.2 as follows:**

**12. VOTING**

- 12.1 The purpose of this Clause 12 is to make provision for the Parties to vote as to whether any Change Proposal should be accepted or rejected (the **Voting Procedure**).
- 12.2 Each Change Proposal shall be put to a vote of the Parties in accordance with the Voting Procedure. For clarity, however, the Crowded Meter Room Coordinator does not form a Party Category, and are not entitled to participate in the Voting Procedure.

...

**Add a New Section 2H (Clauses 52Y-52AA) as follows:**

**SCOPE OF SECTION 2H**

This Section 2H sets out the terms and conditions pursuant to which each DNO/IDNO Party and each Supplier Party shall allow the Crowded Meter Room Coordinator to undertake Crowded Meter Room Works.

**52Y. INTERPRETATION OF SECTION 2H**

**Party Obligations**

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

52Y.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; and

52Y.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.

52Y.2 This Section 2H shall:

52Y.2.1 only create rights and obligations between: (a) DNO/IDNO Parties (on the one hand) and the Crowded Meter Room Coordinator (on the other); and (b) Supplier Parties (on the one hand) and the Crowded Meter Room Coordinator (on the other);

52Y.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

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

**References in Relation to Companies and Electricity Suppliers**

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

52Y.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

52Y.3.2 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**

52Y.4 This Section 2H 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').

## **52Z. PERMITTED WORKS**

### **Requirements for those Undertaking Works**

52Z.1 Any and all ~~de-energisation Works, Crowded~~Crowded-Meter Room Works ~~and Re-energisation Works~~ carried out pursuant to this Section 2H shall only be carried out with the permission of the Customer. This Section 2H does not imply any permission by the Customer, and the works pursuant to this Section 2H are not undertaken on behalf of the Company. The Crowded Meter Room Coordinator must make clear to each Customer (and to the occupier if different) that the Crowded Meter Room Coordinator is not acting on behalf of the Company.

### **Good Industry Practice**

52Z.2 The Crowded Meter Room Coordinator 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 2H.

### **Meter Operationer Code of Practice**

52Z.3 The Crowded Meter Room Coordinator shall only be entitled to exercise rights under this Section 2H via a contractor which is accredited as a Meter Operator Agent under the Retail Energy Code. The Crowded Meter Room Coordinator shall ensure that all of its contractors which undertake works pursuant to this Section 2H do so in compliance with the Meter Operation Code of Practice.

### **Works Undertaken by the Crowded Meter Room Coordinator**

52Z.4 If the Crowded Meter Room Coordinator wishes at any time to undertake Crowded Meter Room Works, then the Company and the Electricity Supplier hereby consent to the Crowded Meter Room Coordinator 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 Crowded Meter Room Coordinator Re-energises that Exit Point and/or Entry Point as soon as reasonably practicable thereafter.

52Z.5 If the Crowded Meter Room Coordinator resolves to De-energise and/or Re-energise an Exit Point and/or Entry Point pursuant to Clause 52Z.4, then the Crowded Meter Room Coordinator shall:

52Z.5.1 (subject to Clauses 52Z.2 and 52Z.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

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

52Z.6 For the avoidance of doubt, the Crowded Meter Room Coordinator 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 Crowded Meter Room Coordinator pursuant to this Section 2H.

#### **Non-Interference**

52Z.7 The Company consents to the Crowded Meter Room Coordinator interfering with the Company's Distribution System to the extent it is necessary to do so in exercising the Crowded Meter Room Coordinator's rights, or complying with its obligations, under this Section 2H. The Crowded Meter Room Coordinator shall not otherwise interfere with the Company's Distribution System.

52Z.8 The Electricity Supplier consents to the Crowded Meter Room Coordinator interfering with the Electricity Supplier's metering equipment to the extent it is necessary to do so in exercising the Crowded Meter Room Coordinator's rights, or complying with its obligations, under this Section 2H. The Crowded Meter Room Coordinator shall not otherwise interfere with the Electricity Supplier's metering equipment.

52Z.9 The Crowded Meter Room Coordinator 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 Crowded Meter Room Coordinator in exercising the Crowded Meter Room Coordinator's rights under this Clause 52Z (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).

#### **52AA. PROVISION OF INFORMATION TO THE COMPANY AND ELECTRICITY SUPPLIER**

52AA.1 The Crowded Meter Room Coordinator shall, in a prompt and appropriate manner having regard to the nature of the incident, inform the Electricity Supplier where the Crowded Meter Room Coordinator has reason to believe that:

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

52AA.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

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

unless the Crowded Meter Room Coordinator believes that the Electricity Supplier has caused such circumstance to arise.

52AA.3 For the purposes of giving notice under Clause 52X.1, the Crowded Meter Room Coordinator shall use its reasonable endeavours to establish the identity of the Electricity Supplier to whom notice should be given. Where the Crowded Meter Room Coordinator 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.

52AA.4 Where the Crowded Meter Room Coordinator becomes aware of any matter or incident that does or is likely to:

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

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

then the Crowded Meter Room Coordinator 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 52AA~~X~~).

52AA.5 Where the Crowded Meter Room Coordinator becomes aware of any matter or incident 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 Crowded Meter Room Coordinator 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 Crowded Meter Room Coordinator shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule 24.

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

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

52AA.8 Upon request by the Company, the Crowded Meter Room Coordinator shall, in a prompt and appropriate manner, provide the Company with available information regarding the condition of any crowded meter room or cupboard at which the Crowded Meter Room Coordinator has carried out Crowded Meter Room Works.

52AA.9 Upon request by the Crowded Meter Room Coordinator, the Company shall, in a prompt and appropriate manner, provide the Crowded Meter Room Coordinator with available information regarding the Premises (including details of ownership) where the Crowded Meter Room Coordinator is planning to carry out Crowded Meter Room Works.

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**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.
- (G) The Crowded Meter Room Coordinator has agreed to accede to the DCUSA in order to allow it to undertake Crowded Meter Room Works.
- (HG) DCUSA Ltd is a company established under the DCUSA to facilitate the operation of the DCUSA.
- (IH) 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.

...