

**SECTION 2E – DISTRIBUTOR TO THIRD PARTY ELECTRICITY  
SUPPLIER RELATIONSHIPS**

## **SCOPE OF SECTION 2E**

This Section 2E and the Schedules referred to in it set out the terms and conditions pursuant to which a DNO/IDNO Party shall allow a Third Party Electricity Supplier to undertake Permitted Third Party Metering Works.

## **52M. INTERPRETATION OF SECTION 2E**

### **Party Obligations**

52M.1 In this Section 2E, in the Schedules when applied pursuant to this Section 2E, and in the terms defined in Clause 1 when used in this Section 2E or those Schedules, a reference to a "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, a Company, that obligation is imposed on, and that right is granted to, each such Party separately and independently.

52M.2 In this Section 2E, in the Schedules when applied pursuant to this Section 2E, and in the terms defined in Clause 1 when used in this Section 2E or those Schedules, a reference to a Third Party Electricity Supplier is:

52M.2.1 a reference to each Party that is a Supplier Party separately and individually and, where an obligation is imposed on, or a right is granted to, a Third Party Electricity Supplier, that obligation is imposed on, and that right is granted to, each such Party separately and independently; and

52M.2.2 when made in relation to a Company and any period of time, a reference to each Supplier Party (separately, individually and to the relevant extent) who is (or was), during that period, Registered for a Metering Point relating to an Entry Point or an Exit Point on that Company's Distribution System for which there is (or was) one or more Third Party Metering Points.

52M.3 This Section 2E, and the Schedules when applied pursuant to it, shall:

52M.3.1 only create rights and obligations between DNO/IDNO Parties (on the one hand) and Supplier Parties (on the other), and shall not create rights or obligations between DNO/IDNO Parties and other DNO/IDNO Parties or between Supplier Parties and other Supplier Parties;

52M.3.2 not apply to the OTSO Party, to the Crowded Meter Room Coordinator, to SIP Parties, to CVA Registrants or to Gas Supplier Parties;

52M.3.3 only create obligations between a Company and a Third Party Electricity Supplier to the extent that, and in relation to those periods for which, that Third Party Electricity Supplier is (or was) Registered for a Metering Point relating to an Entry Point or an Exit Point on that Company's Distribution System for which there is (or was) one or more Third Party Metering Points; and

52M.3.4 not impose any obligations between a Company and a Third Party Electricity Supplier in relation to periods for which that Third Party Electricity Supplier is (or was) not Registered for a Metering Point relating to an Entry Point or an Exit Point on that Company's Distribution System for which there is (or was) one or more Third Party Metering Points.

#### **References in Relation to Companies**

52M.4 In this Section 2E, in the Schedules when applied pursuant to this Section 2E, and in the terms defined in Clause 1 when used in this Section 2E or those Schedules, references to:

52M.4.1 an Entry Point or Exit Point are, when made in relation to a Company, references to an Entry Point or Exit Point on that Company's Distribution System; and

52M.4.2 a Metering Point are, when made in relation to a Company, references to a Metering Point relating to an Entry Point or Exit Point on such Company's Distribution System.

#### **Application Limited to Whole Current Metering**

52M.5 This Section 2E 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').

## **52N. DE-ENERGISATION AND RE-ENERGISATION WORKS**

### **Requirements for those undertaking Works**

52N.1 Any and all Permitted Third Party Metering Works, De-energisation Works and Re-energisation Works carried out by or on behalf of the Third Party Electricity Supplier pursuant to this Clause 52N shall only be carried out by a person working on behalf of a Meter Operator Agent engaged by the Third Party Electricity Supplier.

### **Good Industry Practice**

52N.2 The Third Party Electricity Supplier shall each act in accordance with Good Industry Practice when carrying out, or procuring the carrying out of, any and all works pursuant to this Clause 52N.

### **Works Undertaken by the Third Party Electricity Supplier**

52N.3 If the Third Party Electricity Supplier wishes at any time to undertake Permitted Third Party Metering Works in respect of a Third Party Metering Point, then the Third Party Electricity Supplier may (to the extent reasonably required in order to do so, and with no prior notice to the Company) De-energise the Exit Point and/or Entry Point to which the Third Party Metering Point relates in order to do so; provided that the Third Party Electricity Supplier Re-energises that Exit Point and/or Entry Point as soon as reasonably practicable thereafter.

52N.4 If the Third Party Electricity Supplier resolves to De-energise and/or Re-energise an Exit Point and/or Entry Point pursuant to Clause 52N.3, then the Third Party Electricity Supplier shall:

52N.4.1 (subject to Clauses 52N.2 and 52O) 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.4.2 comply with the Relevant Instruments and the Distribution Code in relation to the De-energisation Works and Re-energisation Works.

### **Other Matters**

52N.5 For the avoidance of doubt, the Third Party Electricity Supplier 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 Third Party Electricity Supplier pursuant to this Agreement.

### **Non-Interference**

52N.6 The Company shall ensure that the Third Party Electricity Supplier (and its Meter Operator Agent when acting in its capacity as such) is entitled to interfere with the Distribution System to the extent it is necessary to do so in exercising the Third Party Electricity Supplier's rights or complying with its obligations under this Clause 52N or Clause 52O. The Third Party Electricity Supplier shall not (and shall ensure that its Meter Operator Agent when acting in its capacity as such shall not) otherwise interfere with the Distribution System (subject to any contrary agreement between the Third Party Electricity Supplier and the Company, including as set out in Section 2A of this Agreement).

52N.7 The Third Party Electricity Supplier shall indemnify the Company 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 Third Party Electricity Supplier's Meter Operator Agent in exercising the Third Party Electricity Supplier's rights under this Clause 52N (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).

**52O. METER OPERATION CODE OF PRACTICE**

52O.1 The Third Party Electricity Supplier shall procure that the Meter Operator Agent which carries out Permitted Third Party Metering Works, De-energisation Works and/or Re-energisation Works pursuant to Clause 52N shall be party to the Retail Energy Code, and shall comply with the Meter Operation Code of Practice in relation to those works.

## **52P. PROVISION OF INFORMATION**

### **Interference**

- 52P.1 Without prejudice to the Third Party Electricity Supplier's obligations under Clause 30 (Provision of Information), the Third Party Electricity Supplier shall (and shall ensure that its contractors and agents shall) in a prompt and appropriate manner having regard to the nature of the incident, inform the Company where the Third Party Electricity Supplier has (or in the case of the Third Party Electricity Supplier's contractors and agents, such contractors and agents have) reason to believe that there has been interference with any electricity metering equipment relating to Third Party Metering Points that has prevented such metering equipment from correctly registering the quantity of electricity supplied unless the Third Party Electricity Supplier believes that the damage or interference was caused by the Company.
- 52P.2 Where the Third Party Electricity Supplier has reason to believe that any damage or interference reported by it (or by its contractors or agents) under Clause 52P.1 has been caused by a criminal act, it shall provide the Company with such information as is reasonably required for investigating the incident and resolving any safety concerns arising out of it.