

**SECTION 2F – ELECTRICITY SUPPLIER TO THIRD PARTY
ELECTRICITY SUPPLIER RELATIONSHIPS**

SCOPE OF SECTION 2F

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

52Q. INTERPRETATION OF SECTION 2F

Party Obligations

52Q.1 In this Section 2F, in the Schedules when applied pursuant to this Section 2F, and in the terms defined in Clause 1 when used in this Section 2F or those Schedules, a reference to an "Electricity Supplier" is:

52Q.1.1 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, an Electricity Supplier, that obligation is imposed on, and that right is granted to, each such Party separately and independently;

52Q.1.2 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

52Q.1.3 when made in relation to a Third Party Electricity Supplier and any period of time, a reference to the Supplier Party who is (or was), during that period, Registered in respect of a Metering Point for which the Third Party Electricity Supplier is (or was) a Third Party Electricity Supplier during that period (because the Metering Point for which the Electricity Supplier is Registered has Proximate Metering Equipment with a Metering Point for which the Third Party Electricity Supplier Party is Registered).

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

52Q.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

52Q.2.2 when made in relation to an Electricity Supplier 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 which is (or was) a Third Party Metering Point for that Electricity Supplier.

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

52Q.3.1 only create rights and obligations between Supplier Parties (on the one hand) and other Supplier Parties (on the other);

52Q.3.2 not apply to the OTSO Party, to the Crowded Meter Room Coordinator, to SIP Parties, to DNO/IDNO Parties or to Gas Supplier Parties; and

52Q.3.3 only create right and obligations between Supplier Parties to the extent that, and in relation to those periods for which, the two Supplier Parties are (or were) Registered in respect of Metering Points which are Proximate Metering Points (and not otherwise).

Application Limited to Whole Current Metering

52Q.4 This Section 2F shall only apply to Third Party Metering Points relating 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’).

52R. PERMITTED THIRD PARTY METERING WORKS AND DE-ENERGISATION AND RE-ENERGISATION WORKS

Requirements for those undertaking Works

52R.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 52R 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

52R.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 52R. Without limitation, the Third Party Electricity Supplier shall notify a Customer before undertaking any Permitted Third Party Metering Works in respect of the Customer's Metering Point.

De-Energisation and Re-Energisation Works

52R.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 Electricity Supplier) 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.

52R.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 52R.3, then the Third Party Electricity Supplier shall:

52R.4.1 (subject to Clauses 52R.2 and 52S) 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

52R.4.2 comply with the Relevant Instruments and the Distribution Code in relation to the De-energisation Works and Re-energisation Works.

52R.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.

Permitted Third Party Metering Works

52R.6 The Electricity Supplier consents to the Third Party Electricity Supplier (and its Meter Operator Agent when acting in its capacity as such) undertaking the Permitted Third Party Meter Works.

Non-Interference

52R.7 The Electricity Supplier consents to the Third Party Electricity Supplier (and its Meter Operator Agent when acting in its capacity as such) interfering with the electricity metering equipment for the Metering Point for which the Electricity Supplier is Registered 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 52R or Clause 52S. 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 electricity metering equipment for the Metering Point for which the Electricity Supplier is Registered (subject to any contrary agreement between the Third Party Electricity Supplier and the Electricity Supplier).

52R.8 Notwithstanding the consent given by the Electricity Supplier under Clause 52R.7, the Third Party Electricity Supplier shall indemnify the Electricity Supplier against all actions, proceedings, costs, demands, claims, expenses, liability, loss or damage arising:

52R.8.1 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 52R (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); and/or

52R.8.2 directly or indirectly from any claim, by the owner of the electricity metering equipment or the Meter Operator Agent for (in each case) the

Metering Point for which the Electricity Supplier is Registered, that the Electricity Supplier is in breach of its contracts with such persons in providing consent under Clause 52R.7 (but only to the extent such contracts were entered into prior to 24 July 2018, and subject to a cap of £1 million per contract).

52S. METER OPERATION CODE OF PRACTICE

52S.1 The Third Party Electricity Supplier shall procure that the Meter Operator Agent which carries out any and all works in respect of a Third Party Metering Point pursuant to Clause 52R shall be party to the Retail Energy Code, and shall comply with the Meter Operation Code of Practice in relation to those works.

52T. PROVISION OF INFORMATION

Danger, Damage or Interference

52T.1 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 Electricity Supplier 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:

52T.1.1 the flow of electricity through the Exit Point to which the Third Party Metering Point relates has been interrupted (and remains interrupted);

52T.1.2 there has been interference with any electricity metering equipment for the Third Party Metering Point that has prevented such metering equipment from correctly registering the quantity of electricity supplied; and/or

52T.1.3 the electricity metering equipment for the Third Party Metering Point otherwise presents a danger,

unless the Third Party Electricity Supplier believes that the Electricity Supplier has caused such circumstance to arise.

52T.2 For the purposes of giving notice under Clause 52T.1, the Third Party Electricity Supplier shall use its reasonable endeavours to establish the identity of the Electricity Supplier to whom notice should be given. Where the Third Party Electricity Supplier 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.

52U. CONFIDENTIALITY RESTRICTIONS FOR SECTION 2F

Confidential Information

52U.1 In this Clause 52U, "Confidential Information" means:

52U.1.1 any information (whether in writing, in disc or electronic form, or otherwise) which has been properly disclosed to a Supplier Party under this Section 2F but which would usually be considered to be confidential; and

52U.1.2 any information which is marked as confidential or which is provided together with a covering letter or fax indicating its confidential nature,

and, to the extent that any Affiliate or Related Undertaking of the Supplier Party is in possession of Confidential Information, the Supplier Party shall procure that such Affiliate or Related Undertaking observes the restrictions in Clauses 52U.2 to 52U.4 (inclusive) as if in each such Clause there was substituted for the Supplier Party the name of the Affiliate or Related Undertaking.

Restrictions on Use and Disclosure

52U.2 Each Supplier Party undertakes that it will preserve the confidentiality of, and not directly or indirectly reveal, report, publish, disclose or transfer or use for its own purposes, Confidential Information except:

52U.2.1 in the circumstances set out in Clause 52U.3;

52U.2.2 to the extent otherwise required or expressly permitted by this Agreement or any other agreement entered into between the Supplier Parties; or

52U.2.3 with the prior consent in writing of the other Supplier Party.

52U.3 The circumstances set out in this Clause 52U.3 are:

52U.3.1 where the Confidential Information, before it is furnished to the Supplier Party, is in the public domain;

52U.3.2 where the Confidential Information:

- (A) is acquired by the Supplier Party in circumstances in which this Clause 52U does not apply;
- (B) is acquired by the Supplier Party in circumstances in which this Clause 52U does apply, and thereafter ceases to be subject to the restrictions imposed by this Clause 52U; or
- (C) after it is furnished to the Supplier Party, enters the public domain,

otherwise (in any such case) than as a result of (i) a breach by the Supplier Party of its obligations in this Clause 52U; or (ii) a breach by the person who disclosed that Confidential Information of that person's confidentiality obligation, and the Supplier Party is aware of such breach;

52U.3.3 if the Supplier Party is required or permitted to make disclosure of the Confidential Information to any person:

- (A) in compliance with any requirement of a Competent Authority;
- (B) in compliance with the provisions of any Relevant Instrument;
- (C) in compliance with any other law or regulation;
- (D) in response to a requirement of any Stock Exchange or the Panel on Takeovers and Mergers or any other regulatory authority (whether or not similar to those bodies); or
- (E) pursuant to the rules of the Electricity Arbitration Association or pursuant to any judicial or arbitral process or tribunal of competent jurisdiction; or

52U.3.4 the disclosure of Confidential Information to any Affiliate or Related Undertaking of the Supplier Party, to the employees, directors, agents, consultants and professional advisers of the Supplier Party or any Affiliate or Related Undertaking of the Supplier Party, in each case on the basis set out in Clause 52U.4.

52U.4 Each Supplier Party shall take all reasonable steps to ensure that any such person as is referred to in Clause 52U.3.4 to whom the Supplier Party discloses Confidential Information does not use that Confidential Information for any purpose other than that for which it is provided and does not disclose that Confidential Information otherwise than in accordance with this Clause 52U.