

**DCP 427 – Housekeeping Log**

**Legal Text**

**HK121 - Amend Clause 8.7 as follows:**

8.7 Where the Panel, the Panel Secretary, any Working Group, the Secretariat or DCUSA Ltd wishes to recover any cost or expense under this Clause 8, details of the cost or expense in question shall be submitted to the Panel (or a named person approved by the Panel) for approval. Such cost or expense shall only be approved to the extent that it falls within a category of Recoverable Cost provided for in an Approved Budget, and only if such cost or expense:

8.7.1 will not (in aggregate with those costs and expenses previously approved for the Financial Year, and those likely to be approved for the remainder of the Financial Year) cause the total Approved Budget to be exceeded to a material extent; and

8.7.32 is submitted in a timely manner (and in any event on or before the 20th Working Day following the end of the relevant Financial Year).

Once approved, details of the cost or expense shall be submitted to the Secretariat or DCUSA Ltd (as directed by the Panel or such named person) for payment.

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**HK117 - Amend Clauses 8.9 to 8.11D as follows:**

**Share of Costs**

8.9 ~~Subject to Clause 8.9A, the~~ 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:

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

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

$$CC = 50\% \times \frac{N}{TN} \times RC$$

where:

CC is the relevant Party's Cost Contribution ~~(other than that which is subject to Clause 8.9A)~~ in respect of that Quarter;

- N** is, in respect of a DNO Party or an IDNO Party, the aggregate number of Metering Points which each such Party has on its network, as recorded in the Supplier Meter Registration Service; and, in respect of a Supplier Party, the aggregate number of Metering Points against which that Party is registered across all of the Supplier Meter Registration Service (based, in each case, on the average figure for the three months comprising that Quarter and provided to DCUSA Ltd under BSCP501 of the BSC);
- TN** is, in respect of each Party and that Quarter, the aggregate number of Metering Points across all of the Supplier Meter Registration Service (based on the average aggregate figure for the three months comprising that Quarter and provided to DCUSA Ltd under BSCP501 of the BSC); and
- RC** is the total amount of the Recoverable Costs ~~(other than those which are subject to Clause 8.9A)~~ incurred, or otherwise accounted for, in that Quarter.

~~8.9A In respect of the Recoverable Costs relating to the Theft Risk Assessment Service Arrangements and/or the Energy Theft Tip-Off Service (including their development), each Party's Cost Contribution (in respect of each Quarter) shall not be calculated in accordance with Clause 8.9 and shall instead:~~

~~8.9A.1 in the case of all Parties other than Supplier Parties (in their capacity as Parties other than Supplier Parties), be zero; and~~

~~8.9A.2 in the case of each Supplier Party (in its capacity as such), be calculated as follows:~~

$$\text{SC} = (\text{N}/\text{TN}) \times \text{TRC}$$

~~Where:~~

~~SC is the relevant Supplier Party's Cost Contribution in respect of that Quarter and the Recoverable Costs relating to the Theft Risk Assessment Service Arrangements and the Energy Theft Tip-Off Service;~~

~~N has the same meaning as in Clause 8.9;~~

~~TN has the same meaning as in Clause 8.9; and~~

~~TRC is the total amount of the Recoverable Costs relating to the Theft Risk Assessment Service Arrangements and/or the Energy Theft~~

~~Tip-Off Service incurred, or otherwise accounted for, in that Quarter.~~

## Recovery of Budgeted Costs

8.10 The Panel shall, in respect of each Party and within 7 days after the start of each Quarter:

8.10.1 calculate the Panel's best estimate (by reference to the Approved Budget) of that Party's Cost Contribution (together with VAT thereon, if applicable) in respect of that Quarter; and

8.10.2 arrange for an invoice or other statement, on such terms as the Panel may from time to time prescribe, for an amount equal to such estimate to be sent to that Party. ~~Such invoices shall separately identify Recoverable Costs for TRAS Liabilities and for ETTOS Liabilities.~~ Such invoices shall be sent by post, by email, or by post and email, as specified by the receiving Party from time to time (or, where no preference has been specified, by post only). Such invoices shall ordinarily be payable within 30 days, ~~or within such shorter period as the Panel may specify for TRAS Liabilities and/or ETTOS Liabilities.~~

8.11 Each Party shall, on receipt of an invoice or other statement submitted under Clause 8.10, pay the amount requested of it in accordance with (and within the time period prescribed by) the terms referred to in Clause 8.10.

8.11A Failure by a Party to pay (in cleared funds) an amount in accordance with Clause 8.11 shall be a **"DCUSA Payment Default"**.

8.11B Where a Party commits a DCUSA Payment Default, the Panel shall send a notice (a **"DCUSA Late Payment Notice"**) to the Party:

8.11B.1 setting out the amount owed by the Party;

8.11B.2 stating to whom payment should be made;

8.11B.3 specifying that the payment must be made by a method of same day payment, such as CHAPS; and

8.11B.4 stating that failure to pay may lead to an Event of Default under this Agreement.

8.11C Failure by a Party to remedy a DCUSA Payment Default may give rise to an Event of Default under and in accordance with Clause 54.1, and may lead to the Panel suspending a Supplier Party's rights in accordance with Clause 54.2.

~~8.11D If a DCUSA Payment Default of one or more Supplier Parties will cause DCUSA Ltd to be unable to pay the TRAS Service Provider in accordance with the TRAS Contract~~

~~and/or the ETTOS Service Provider in accordance with the ETTOS Contract, then the Panel shall consider whether additional funding is required. Where additional funding is required the Panel shall be entitled (as set out in paragraph 2.4 of Schedule 25 or paragraph 2.4 of Schedule 26, as applicable) to invoice all other Supplier Parties for the amount in default, calculating their share in accordance with Clause 8.9A (but without reference to the Supplier Parties in default). Where a Supplier Party that was in default subsequently pays some or all of the outstanding amount, the non-defaulting Supplier Parties shall be credited with the amount previously invoiced under this Clause 8.11D (as set out in paragraph 2.4 of Schedule 25 or paragraph 2.4 of Schedule 26, as applicable).~~

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**HK122 – Re-number Clauses 10.26 to 10.30 as follows:**

**Process where the Agreement is the Lead Code**

10.2~~56~~ Where the Cross Code Steering Group determines that this Agreement is to be used as the Lead Code for a Change Proposal, then:

10.2~~56~~.1 the Secretariat shall progress that Change Proposal in accordance with this Agreement; and

10.2~~56~~.2 the Secretariat shall coordinate with the code administrators of the other affected Energy Codes so that they can manage the processes under their Energy Codes in parallel with the process under this Agreement;

10.2~~56~~.3 the Change Proposal shall only be approved if both (i) the Change Proposal is approved in accordance with this Agreement; and (ii) the associated Consequential Changes under the other Energy Codes are all approved in accordance with those other Energy Codes; and

10.2~~56~~.4 if the Change Proposal is approved in accordance with this Agreement, but one or more of the associated Consequential Changes under the other Energy Codes are not approved in accordance with those other Energy Codes, then the Panel may, within 30 days of the decision or other determination which triggered the application of this sub-clause, refer the Change Proposal and all associated Consequential Changes to the Authority for a decision (as if Clause 13.17 applied, and as if the Panel had been designated under Clause 10.2.4).

**Process where this Agreement is not a Lead Code**

10.2~~76~~ Where the Cross Code Steering Group determines that an Energy Code other than this Agreement is to be used as the Lead Code, then the Secretariat shall progress the

relevant Consequential Change in accordance with this Agreement, but subject to the following:

- 10.2~~67~~.1 the Secretariat shall progress the Consequential Change in parallel with the variation under the Lead Code, and subject to the timetable determined under the Lead Code;
- 10.2~~67~~.2 the Consequential Change shall only be approved if both (i) the Consequential Change is approved in accordance with this Agreement; and (ii) the variation to the Lead Code is approved in accordance with the Lead Code; and
- 10.2~~76~~.3 if the variation to the Lead Code is approved, but the Consequential Change is not approved in accordance with this Agreement, then the panel (or other relevant body) under the Lead Code may refer the decision in respect of the Consequential Change to the Authority (as if Clause 13.17 applied, and as if such body had been designated under Clause 10.2.4); provided that such referral must be made within 30 days after the later of the approval under the Lead Code or the rejection under this Agreement

### **Raising Change Proposals**

- 10.2~~78~~ Where a Consequential Change to this Agreement has been identified by the Cross Code Steering Group in connection with a proposed change to another Energy Code, the code manager/administrator for that other Energy Code shall be entitled to raise a Change Proposal under this Agreement to deal with such consequential change. In such cases, the code manager/administrator shall be treated as if it had been designated in writing by the Authority under Clause 10.2.4.

### **Energy Market Data Specification**

- 10.2~~89~~ The Secretariat shall ensure that the meta data for all relevant Market Messages and Data Items utilised under this Agreement are defined within the Energy Market Data Specification, and (if necessary) shall raise a change under the REC Change Management Schedule to rectify any errors or omissions.
- 10.2~~93~~ Where a variation is progressed in relation to a Market Message and/or Data Item defined within the Energy Market Data Specification, the relevant Meta Data Owner shall be defined as the Lead Code for the variation.

**HK119 - Amend Clause 18.4.2 as follows:**

18.4 In addition to the conditions set out in Clause 18.2, the obligation of the Company to convey electricity from an Entry Point is also subject to:

18.4.1 the User being validly Registered in respect of each Metering Point or Metering System relating to that Entry Point; and

18.4.2 where the Entry Point is also an Exit Point, the User or another user being validly Registered for the supply of electricity at such ~~Exit~~[Entry](#) Point.

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**HK118 - Amend Clause ~~54.2.2~~ and 54.4A as follows:**

**Suspension of Rights**

54.2 For so long as an Event of Default is continuing, where a Supplier/CVA Registrant is a User under Section 2A, or where a DNO/IDNO/OTSO Party is a User under Section 2B, and, in either case, that Party is a Breaching Party pursuant to:

54.2.1 Clause 54.1.1 or 54.1.6, any Party to whom the obligations in question were owed shall be entitled to suspend its performance of the services described in Section 2 to the Breaching Party by: (a) giving notice in writing to the Breaching Party; and (b) reporting under the Retail Energy Code the amendment to the Regulatory Alliance;

54.2.2 Clause 54.1.8, the Panel shall be entitled to instruct the REC Code Manager to procure suspension of CSS registration services for the Breaching Party under the Retail Energy Code and shall notify each DNO/IDNO Party and the Authority that the Panel has taken such action; and

54.2.3 any other provision of Clause 54.1, any Party shall be entitled to suspend its performance of the services described in Section 2 to the Breaching Party by: (a) giving notice in writing to the Breaching Party; and (b) reporting under the Retail Energy Code the amendment to the Regulatory Alliance,

and the Breaching Party shall pay to the suspending Party (in the case of Clauses 54.2.1 and 54.2.3) an amount equal to any reasonable costs incurred by such Party as a result of such suspension. Any party serving a notice under this Clause 54.2 shall send a copy of the notice to the Panel.

54.4A Where the Panel has instructed the ~~REC Code Manager~~[DNO/IDNO Parties](#) to procure suspension of [CSS](#) registration services for a Party in accordance with Clause 54.2.2 and that Party remedies the DCUSA Payment Default, then the Panel shall notify each DNO/IDNO Party and the Authority that the DCUSA Payment Default has been

remedied. ~~Following receipt of such notification, each DNO/IDNO Party shall cease the suspension of registration services, and instruct/notify the REC Code Manager that to cease the suspension of registration services has been lifted.~~

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**HK112 – Add a new Paragraph 2.1 into Schedule 8 and renumber existing Paragraphs 2.1 as follows:**

- 2.1 Words beginning with a capital letter that are not otherwise defined in this Schedule 8 have the meanings given to them in Clause 1 of the main body of this Agreement, and the rules of interpretation set out in Clauses 1 and 15 also apply.
- 2.2 In this Schedule 8, except where the context otherwise requires, the following expressions shall have the meanings set opposite them: ...

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**HK114 - Amend the calculation of Export Capacity in paragraph 20.2 in both Schedule 17 and Schedule 18 as follows:**

- 20.2 For the purposes of determining capacity used, the following formula is used for each half hour:

$$\text{Import capacity used} = 2 * (\text{SQRT}(\text{AI}^2 + \text{MAX}(\text{RI}, \text{RE})^2))$$

Where:

AI = Import consumption in kWh

RI = Reactive import in kVArh

RE = Reactive export in kVArh

$$\text{Export capacity used} = 2 * (\text{SQRT}(\text{AE}^2 + \text{MAX}(\text{RI}, \text{RE})^2))$$

Where:

AE = ~~Export production~~~~Import consumption~~ in kWh

RI = Reactive import in kVArh

RE = Reactive export in kVArh

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**HK113 - Amend the cross-reference in Paragraph 26.3 in both Schedules 17 and Schedule 18 as follows:**

- 26.3 For the purposes of calculating the boundary-equivalent portfolio EDCM tariffs, each EDCM Connectee on the LDNO's Distribution System would be assigned the demand Connectee category determined by reference to that LDNO Distribution System's Point of Common Coupling. The demand Connectee category is assigned as per Table ~~3 in paragraph~~ 15.6.
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**HK120 - Amend the cross-reference in Paragraph 1.16 of Schedule 22 as follows:**

- 1.16 Reinforcement costs for the Minimum Scheme in excess of the High-Cost Project Threshold, shall be charged to you in full as a Connection Charge. For the avoidance of doubt, where Paragraph 1.3~~65~~ applies, the High-Cost Project Threshold will not apply. The calculation of this charge will include all costs for Reinforcement carried out at the same Voltage Level and one Voltage Level above the Point of Connection to the existing Distribution System. For Generation Connections the High-Cost Project Threshold is £200/kW; for Demand Connections the High-Cost Project Threshold is £1,720/kVA. Reinforcement costs below the High-Cost Project Threshold will follow the methodology outlined under paragraphs 1.17 to 1.27. For Generation Connections, where the Reinforcement costs at the same Voltage Level as the Point of Connection are greater than the High-Cost Project Threshold then the methodology outlined under paragraphs 1.17 to 1.27 will be applied to Reinforcement costs up to and including the High-Cost Project Threshold only. The table below illustrates the application of the High-Cost Project Threshold.

**Gowling WLG (UK) LLP  
13 September 2023**