




DCUSA Change Report		At what stage is this document in the process?
<h1>DCP 427</h1> <h2>Housekeeping Log Items</h2> <p>Date Raised: 14 August 2023</p> <p>Proposer Name: Donna Jamieson</p> <p>Company Name: Energy Assets Networks</p> <p>Party Category: IDNO</p>		01 – Change Proposal
		02 – Consultation
		03 – Change Report
		04 – Change Declaration
<p>Purpose of Change Proposal:</p> <p>This CP seeks to address and where appropriate to implement a number of housekeeping items that have been identified over a period of time.</p>		
	<p>This document is issued in accordance with Clause 11.20 of the DCUSA. Parties are invited to consider the proposed amendment (Attachment 1) and submit their votes using the Voting form (Attachment 2) to dcusa@electralink.co.uk by 12 October 2023.</p>	
	<p>The voting process for the proposed variation and the timetable of the progression of the Change Proposal (CP) through the DCUSA Change Control Process is set out in this document.</p>	
	<p>If you have any questions about this paper or the DCUSA Change Process, please contact the DCUSA by email to dcusa@electralink.co.uk or telephone 020 7432 3011.</p>	
	<p>Impacted Parties: All</p>	
	<p>Impacted Clauses:</p> <ul style="list-style-type: none"> • Paragraph 2 in Schedule • Paragraphs 20.2 and 26.3 in Schedules 17 and 18 • Clause 8 in Section 1B • Clause 54.in Section 3 • Clause 18.4.2 in Section 2A • Paragraph 1.16 in Schedule 22 • Clause 10 In Section 1C 	

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Any questions?

Contact:

Code Administrator



DCUSA@electralink.co.uk



020 7432 3011

Proposer:

Donna Jamieson



DonnaJamieson@energyassets.co.uk



Timetable

The timetable for the progression of the CP is as follows:

Change Proposal timetable

Activity	Date
Initial Assessment Report	16 August 2023
Change Report Approved by Panel	20 September 2023
Change Report issued for Voting	21 September 2023
Party Voting Closes	12 October 2023
Change Declaration Issued to Parties	16 October 2023
Implementation	02 November 2023

1 Executive Summary

What?

- 1.1 A number of housekeeping items have been identified by various parties over time and are recorded in the housekeeping log which the DCUSA Panel maintain. It is worth noting that, whilst several of the items contained within the housekeeping log are very minor in nature, Condition 22 of the Electricity Distribution Licence states that no modification to the DCUSA can be made unless Parties to the DCUSA have voted and that the relevant DCUSA Objectives are better facilitated. Thus, it follows that a Change Proposal needs to be raised in order for the housekeeping items to be addressed.
- 1.2 The Proposer has reviewed the items in the housekeeping log that this change seeks to address and each of the items is captured below (where the acronym HK stands for housekeeping):
- HK112: Definition of “Company/User” in Schedule 8
 - HK113: Amendment to table cross-reference in Paragraph 26.3 in Schedules 17 and 18
 - HK114: Amendment to the calculation of Export Capacity in paragraph 20.2 in both Schedules 17 and 18
 - HK117: Outdated provisions within Clause 8 ‘Costs of the DCUSA’ with respect to theft related costs
 - HK118: Clause 54.4A consequential changes post the implementation of DCP 391 and DCP 401 .
 - HK119: References to ‘Entry Point’ and ‘Exit Point’ in Clause 18.4.2
 - HK120: Cross referencing issue in Paragraph 1.16 of Schedule 22
 - HK121: Clause 8.7 numbering irregularity
 - HK122: Clause 10 numbering irregularity

Why?

- 1.3 This CP has been raised to resolve the issues that are periodically identified within the DCUSA which are recorded in the housekeeping log maintained by the DCUSA Panel. The implementation of this CP will ensure that the legal text throughout the DCUSA document is correct.

How?

- 1.4 By completing a review of the items recorded in the housekeeping log and subsequently revising the DCUSA document to incorporate the required amendments.

2 Governance

Justification for Part 1 Or Part 2 Matter

- 2.1 It is considered that this is a Part 2 matter as it is seeking only to address housekeeping issues and does not meet the criteria for Part 1.

Requested Next Steps

- 2.2 The DCUSA Panel recommends that this CP be issued to Parties for voting.

3 Why Change?

Background of DCP 427

- 3.1 This Change Proposal has been raised by Energy Assets Networks to address the items recorded in the housekeeping log. The proposer has reviewed the items in the housekeeping log that this change seeks to address, being HK112, HK113, HK114, HK117, HK118, HK119, HK120, HK121 and HK122. A description of each item is shown under the relevant headings below:

HK112: Definition of “Company/User” in Schedule 8

- 3.2 It has been identified that whilst Schedule 8 contains a definitions list, the terms “Company/User” are not defined. It should be noted that the schedules co-exist with the main body and thus, a reference (pointer) to the applicable schedule is almost always found in the main body of the DCUSA. In this case it is Clause 31 ‘DEMAND CONTROL’ and clause 31.1 states:

31.1 In respect of Metering Points for which the User is Registered that relate to Exit Points on the Company’s Distribution System, the Company and the User each undertake to comply with Schedule 8.

- 3.3 This clause sits within Section 2A and thus should be read with reference to the definitions set out in Clause 1 except where the definitions are explicit for the given schedule. The way this is dealt with in other Schedules with defined terms is to include a paragraph that states: *“Words beginning with a capital letter that are not otherwise defined in this Schedule have the meanings given to them in Clause 1 of the main body of this Agreement, and the rules of interpretation set out in that Clause 1 also apply.”*. However, it is noted that this text does not appear in Schedule 8 and this potentially results in Parties being confused as to the meanings of certain terms within Schedule 8.

HK113: Amendment to table cross-reference in Paragraph 26.3 in Schedules 17 and 18

- 3.4 It has been identified that following the implementation of [DCP 311 'Clarification of NUF cap and collar calculations'](#), which amongst other things, updated the table numbering system across Schedules 17 and 18, a cross reference within paragraph 26.3 of both Schedules now incorrectly refers to a table number that no longer exists. Paragraph 26.3 states:

1. 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**.

- 3.5 Where the bold underlined text that states “**Table 3 in paragraph 15.6**” should be amended to state **“Table 15.6”**

HK114: Amendment to the calculation of Export Capacity in paragraph 20.2 in both Schedules 17 and 18

3.6 It has been identified that there is an incorrect term used in paragraph 20.2 in both Schedules 17 and 18, which states:

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

3. Import capacity used = $2 * (\text{SQRT}(\text{AI}^2 + \text{MAX}(\text{RI}, \text{RE})^2))$
4. Where:
5. AI = Import consumption in kWh
6. RI = Reactive import in kVArh
7. RE = Reactive export in kVArh
8. Export capacity used = $2 * (\text{SQRT}(\text{AE}^2 + \text{MAX}(\text{RI}, \text{RE})^2))$
9. Where:
10. **AE = Import consumption in kWh**
11. RI = Reactive import in kVArh
12. RE = Reactive export in kVArh

3.7 Where for the calculation of Export Capacity the bold underlined text for “AE” that states **“AE = Import consumption in kWh”** should be amended to state **“AE = Export production in kWh”**

HK117: Outdated provisions within Clause 8 ‘Costs of the DCUSA’ with respect to theft related costs

3.8 There is still some text related to the Theft Risk Assessment Service (TRAS) Arrangements and the Energy Theft Tip-Off Service (ETTOS), both of which were moved out of the DCUSA as of 01 April 2021. It was expected that the text needed to be retained for a period after transition but the belief is that any such period has now passed. Therefore, it is recommended that the final removal of text within Clause 8 of the DCUSA associated with the TRAS Arrangements and the ETTOS is now actioned.

HK118: Clause 54.4A consequential changes post the implementation of DCP 391 and DCP 401.

3.9 It has been identified that [DCP 391 'Retail Code Consolidation Significant Code Review'](#) and [DCP 401 'Consequential DCUSA Changes For Switching SCR REC 3.0'](#) both amended Clause 54.2.2 but appear to have not fully considered the consequential changes needed to Clause 54.4A. This means that Clause 54.4A incorrectly references a process which is no longer applicable and as it refers back to Clause 54.2.2, that it should be updated to reflect the text in that clause. An extract of the relevant Clauses is included below:

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

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 DNO/IDNO Parties to procure suspension of 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 notify the REC Code Manager that the suspension of registration services has been lifted.

HK119: references to 'Entry Point' and 'Exit Point' in Clause 18.4.2

- 3.10 It has been noticed that Clause 18.4.2 references an 'Entry Point' where it should in fact be a reference to an 'Exit Point' given the context from the surrounding text (see highlight below). Following investigation it has been found that this issue has been in place since inception.

Prior Requirements: Entry Points

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 **Entry** Point.

HK120: cross referencing issue in Paragraph 1.16 of Schedule 22

- 3.11 A cross referencing issue has been picked up by multiple parties when submitting votes on [DCP 422 'Access SCR Clarifications and Corrections'](#), outlining that Paragraph 1.16 of Schedule 22 has been amended to include reference to Paragraph 1.35 taking precedence in terms of whether costs in excess of the 'High-Cost Project Threshold' are chargeable or not. The Parties have however noted that this the reference to paragraph 1.35 should in fact be a reference to Paragraph 1.36. An extract of the legal drafting from DCP 422 is included below:

- 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 1.35 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

HK121: Clause 8.7 numbering irregularity

- 3.12 During one of the recent MHHS Stakeholder group meetings, it was noticed that Clause 8.7 has two subclauses which would have expected to have been 8.7.1 and 8.7.2, however, the latter is numbered 8.7.3 (i.e., it skips a number). It should be noted that following an investigation, it was found that this was the result of the implementation of [DCP 192 'Costs v. Budget'](#) for which a screenshot of the legal text has been included below:

W&Co – 9 December 2013

DCP 192 Legal Text

Costs vs Budgets

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 ~~is~~ 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

8.7.3 ~~it~~ 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.

HK122: Clause 10 numbering irregularity

- 3.13 The implementation of [DCP 391 'Retail Code Consolidation Significant Code Review'](#) introduced a numbering irregularity in that it proposed to introduce Clauses 10.24 to 10.30, however, the legal text was in fact missing Clause 10.25 and so should have introduced Clauses 10.24 to 10.29 which would then be numbered correctly. A screenshot of the legal drafting from DCP 391 is included below:

Insert new Clauses 10.24 to 10.30 in Section 1C as follows:

Cross Code Steering Group

10.24 The Panel shall from time to time nominate to the REC Code Manager one or more representatives to sit on the Cross Code Steering Group. The Panel shall ensure that each of the nominated individuals has the appropriate skills, knowledge and experience to participate in accordance with the Cross Code Steering Group's terms

of reference, and that they do actively in their role as part of the Cross Code Steering Group.

Process where the Agreement is the Lead Code

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

10.26.1 the Secretariat shall progress that Change Proposal in accordance with this Agreement; and

10.26.2 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.

4 Solution

Proposed Solution

- 4.1 Following the review of each housekeeping item, this CP has been raised to address HK112, HK113, HK114, HK117, HK118, HK119, HK120, HK121 and HK122.
- 4.2 The proposed legal text amendments can be found in Section 8 of this Change Report.

5 Relevant Objectives

Assessment Against the DCUSA Objectives

- 5.1 For a DCUSA CP to be approved it must be demonstrated that it better facilitates the DCUSA Objectives. There are five General Objectives and six Charging Objectives.
- 5.2 The following DCUSA General Objectives are better facilitated by DCP 427:

	DCUSA General Objectives	Identified impact
<input type="checkbox"/>	1) The development, maintenance and operation by the DNO Parties and IDNO Parties of efficient, co-ordinated, and economical Distribution Networks	Neutral
<input type="checkbox"/>	2) The facilitation of effective competition in the generation and supply of electricity and (so far as is consistent therewith) the promotion of such competition in the sale, distribution and purchase of electricity	Neutral

<input type="checkbox"/>	3) The efficient discharge by the DNO Parties and IDNO Parties of obligations imposed upon them in their Distribution Licences	Neutral
<input checked="" type="checkbox"/>	4) The promotion of efficiency in the implementation and administration of the DCUSA	Positive
<input type="checkbox"/>	5) Compliance with the EU Internal Market Regulation and any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators.	Neutral

5.3 Objective 4 - Correcting the housekeeping items that have been periodically identified within the DCUSA document ensures that the legal text throughout the DCUSA document is accurate which will aid comprehension thereby improving efficiency which better facilitates DCUSA General Objective four. It is noted that although some impacted clauses are within the methodology sections, this is not a methodology change.

5.4 There is a neutral impact on the rest of the objectives.

6 Impacts & Other Considerations

Does this Change Proposal impact a Significant Code Review (SCR) or other significant industry change projects, if so, how?

6.1 The Proposer does not believe that this change will impact any SCR currently in progress and nor do any of the current SCRs impact upon this change.

Does this Change Proposal impact Other Codes?

BSC.....	<input type="checkbox"/>	MRA.....	<input type="checkbox"/>
CUSC.....	<input type="checkbox"/>	SEC.....	<input type="checkbox"/>
Grid Code.....	<input type="checkbox"/>	REC.....	<input type="checkbox"/>
Distribution Code..	<input type="checkbox"/>	None.....	<input checked="" type="checkbox"/>

Consideration of Wider Industry Impacts?

6.2 The Proposer does not consider there to be any wider industry impacts as a result of this change and that there are no known impacts associated with the wider industry that will impact upon this change.

7 Implementation

7.1 The proposed implementation date for this CP is the next applicable DCUSA release date following approval, which is expected to be on 02 November 2023.

8 Legal Text

Legal Text

HK112: Definition of “Company/User” in Schedule 8

- 8.1 A new paragraph should be added to under Paragraph 2 ‘DEFINITIONS’ of Schedule 8 and the existing paragraph 2.1 be renumbered accordingly, as is set out below:

2. DEFINITIONS

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.

2.12.2 In this Schedule 8, except where the context otherwise requires, the following expressions shall have the meanings set opposite them:

HK113: Amendment to table cross-reference in Paragraph 26.3 in Schedules 17 and 18

- 8.2 The reference to ‘Table 3 in Paragraph 15.6’ within Paragraph 26.3 in both Schedules 17 and 18 should be updated to cross reference just ‘Table 15.6’ as is set out below:

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.

HK114: Amendment to the calculation of Export Capacity in paragraph 20.2 in both Schedules 17 and 18

- 8.3 Paragraph 20.2 in both Schedules 17 and 18 should be amended 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 = ~~Import consumption~~ Export production in kWh

RI = Reactive import in kVArh

RE = Reactive export in kVArh

HK117: Outdated provisions within Clause 8 'Costs of the DCUSA' with respect to theft related costs

8.4 Clause 8.9 to 8.11D should be amended as set out below:

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:~~

$$SC = (N/TN) \times TRC$$

~~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).~~

HK118: Clause 54.4A consequential changes post the implementation of DCP 391 and DCP 401.

8.5 Clause 54.4A should be amended to reflect to the changes that had previously been made to Clause 54.2.2 as well as a small amendment to 54.2.2 itself are set out below:

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:

....

54.2.2 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

.....

54.4A Where the Panel has instructed the ~~DNO/IDNO Parties~~ REC Code Manager 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 and instruct. ~~Following receipt of such notification, each DNO/IDNO Party shall cease the suspension of registration services, and notify the REC Code Manager that to cease the suspension of CSS registration services has been lifted.~~

HK119: references to 'Entry Point' and 'Exit Point' in Clause 18.4.2

8.6 The final reference to an 'Entry Point' in Clause 18.4.2 should be amended to be a reference to an 'Exit Point' as is set out below:

Prior Requirements: Entry Points

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 ~~Entry~~Exit Point.

HK120: cross referencing issue in Paragraph 1.16 of Schedule 22

- 8.7 The reference to Paragraph 1.35 in Paragraph 1.16 of Schedule 22 should be amended to be a cross reference to Paragraph 1.36 as set out below:

- 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 ~~1.35~~1.36 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.

HK121: Clause 8.7 numbering irregularity

- 8.8 Clause 8.7.3 should be renumbered 8.7.2 as set out below:

- 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

- ~~8.7.2~~8.7.3 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.

HK122: Clause 10 numbering irregularity

- 8.9 Clauses 10.26 to 10.30 should be renumbered to Clause 10.25 to 10.29 as is included below:

Cross Code Steering Group

- 10.24 The Panel shall from time to time nominate to the REC Code Manager one or more representatives to sit on the Cross Code Steering Group. The Panel shall ensure that each of the nominated individuals has the appropriate skills, knowledge and experience to participate in accordance with the Cross Code Steering Group's terms of reference, and that they do actively in their role as part of the Cross Code Steering Group.

Process where the Agreement is the Lead Code

~~10.26~~10.25 Where the Cross Code Steering Group determines that this Agreement is to be used as the Lead Code for a Change Proposal, then:

~~10.26.1~~10.25.1 the Secretariat shall progress that Change Proposal in accordance with this Agreement; and

~~10.26.2~~10.25.2 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;

~~10.26.3~~10.25.3 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

~~10.26.4~~10.25.4 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

~~10.27~~10.26 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:

~~10.27.1~~10.26.1 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;

~~10.27.2~~10.26.2 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

~~10.27.3~~10.26.3 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

~~10.28~~10.27 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

~~10.29~~10.28 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.

~~10.30~~10.29 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.

Text Commentary

- 8.10 The proposed amendments set out above are relatively minor in nature and only seek to amend text that has been raised as an issue and agreed to be included with the Housekeeping Log maintained by the DCUSA Panel.
- 8.11 The DCP 427 legal text can also be found in Attachment 1.

9 Recommendations

Panel's Recommendation

- 9.1 The Panel approved this Change Report on 20 September 2023. The Panel considered that the Proposer has carried out the level of analysis required to enable Parties to understand the impact of the proposed amendment and to vote on DCP 427.
- 9.2 The Panel have recommended this report be issued for voting and DCUSA Parties should consider whether they wish to submit views regarding this CP. The voting form acts as Attachment 2 to this Change Report or can be completed via the online voting form which will be available on the following page of the DCUSA website:
- [DCP 427 'Housekeeping Log Items'](#)

10 Attachments

- Attachment 1 - DCP 427 Legal Text
- Attachment 2 - DCP 427 Voting Form
- Attachment 3 - DCP 427 Change Proposal