

Question 1

Company	Confidential/ Anonymous	1. Do you understand the intent of this CP?	Working Group Comments
Northern Powergrid	Non-confidential	Yes.	Noted
ENWL	Non-confidential	Yes.	Noted
UK Power Networks	Non-confidential	Yes.	Noted
Southern Electric Power Distribution plc; and Scottish Hydro Electric Power Distribution plc	Non-confidential	Yes.	Noted
National Grid Electricity Distribution	Non-confidential	Yes.	Noted
SP Distribution plc and SP Manweb plc	Non-confidential	Yes	Noted
Working Group Conclusions		The Working Group noted that all respondents understood the intent of the CP.	

Question 2

Company	Confidential/ Anonymous	2. Are you supportive of the principles of this CP?	Working Group Comments
Northern Powergrid	Non-confidential	Yes.	Noted
ENWL	Non-confidential	Yes.	Noted
UK Power Networks	Non-confidential	<p>Yes, we are supportive of the change proposal for the following reasons.</p> <p>Looks to address unsafe behaviours on development and demolition jobs</p> <p>To support the recovery of reasonable costs from connected parties, or their agents, who drive the need for an emergency disconnection or de-energisation</p> <p>This will introduce clear wording and guidance in the National Terms of Connection to all parties</p> <p>It looks to improve cost reflectivity, avoiding the socialisation of these costs so would avoid additional costs for the wider customer base.</p> <p>This will not change the approach that DNOs have towards deciding whether a disconnection / de-energisation is required</p> <p>This would NOT be mandatory for all DNOs to follow and it would not impact suppliers</p>	Noted
Southern Electric Power	Non-confidential	Yes.	Noted

Distribution plc; and Scottish Hydro Electric Power Distribution plc			
National Grid Electricity Distribution	Non-confidential	Yes.	Noted
SP Distribution plc and SP Manweb plc	Non-confidential	<p>Yes – we are broadly supportive of the principles of this CP, which are understood to be:</p> <ul style="list-style-type: none"> I. To enable distributors to recover the reasonable costs incurred for completing emergency de-energisations or disconnections required for safety reasons or where requested by emergency services under section 2 of the National Terms of Connection (NTC); and II. Discourage and disincentivise unsafe practices. <p>We have provided comments in response to other questions within our submission where we believe the proposal could be refined but, in broad terms, are supportive of the principles noted above.</p>	Noted
Working Group Conclusions		The Working Group noted that all respondents were in support of the CP, noting that one respondent referred to later responses in this document.	

Question 3

Company	Confidential/ Anonymous	3. Do you agree that DNOs and IDNOs should be able to recover costs as a result of de-energising or disconnecting the supply and should DNOs and IDNOs be able to recover costs for disconnecting a supply for safety reasons, legal reasons or both? Please provide your rationale.	Working Group Comments
Northern Powergrid	Non-confidential	Yes, DNOs and IDNO's should be able to recover all reasonable costs incurred relating to disconnections in the event of damage caused by a 3rd party.	Noted
ENWL	Non-confidential	Yes. Both. This is a more cost-reflective means of cost-recovery for these activities.	Noted
UK Power Networks	Non-confidential	Yes. we believe that the costs of de-energising or disconnecting the supply should be able to be recovered by the DNO or IDNO from the party who has created the issue regardless of the reason. We fully support the rationale and benefits as stated in the change proposal and discussed by the working group.	Noted
Southern Electric Power Distribution plc; and Scottish Hydro Electric Power Distribution plc	Non-confidential	Yes – these costs triggered by the actions of a customer should be recovered directly from that customer.	Noted
National Grid Electricity Distribution	Non-confidential	At present, DNOs recover the costs of emergency disconnections through socialisation. We believe that, where it's necessary or appropriate to do so, these should be recovered from the responsible person(s) or organisation(s).	The Working Group discussed that trying to define a list should be avoided, as this could be restrictive, and the maintenance of a list would be overly burdensome.

		<p>The primary reason for emergency disconnections is due to the safety or legality of supply. Where this is due to the negligence by the customer or their agents, the costs should be borne by responsible party. However, the mechanism for recovering these costs needs to be proportionate, without leading to costly and lengthy arbitration. This would require clear definitions around the circumstances under which the costs shall be borne by any such party or organisation.</p>	<p>The Working Group discussed that the term 'safety reasons' could be expanded on, e.g.: (where in the opinion of the DNO/IDNO it presents a safety risk to people, animals or property).</p>
SP Distribution plc and SP Manweb plc	Non-confidential	<p>We are in agreement that DNOs and IDNOs should be able to recover costs as a result of emergency de-energisations or disconnections occurring as a result of unsafe and/or illegal practices by the customer.</p> <p>We do, however, consider it important to acknowledge the potential for negative customer outcomes through the removal of all wording requiring that any such customer liability is dependent on the acts or omissions of the customer. While we understand the difficulties associated with evidencing where de-energisations/disconnections are caused by actions that were within the reasonable control of the customer or due to their manifestly unsafe or unlawful behaviour, moving from a 'customer at fault' to 'DNO/IDNO not at fault' regime may result in outcomes that could be determined to be inconsistent with the terms of Condition 10AA of the Standard conditions of the Electricity Distribution Licence if DNOs/IDNOs do not have sufficient controls in place.</p> <p>We therefore view that it may be appropriate to retain or otherwise agree upon some form of wording to this effect, even if slightly softened to reduce the burden of evidence on DNO/IDNOs or to differentiate between</p> <p>a) circumstances caused, in the reasonable opinion of the DNO/IDNO, by the acts or omissions of the customer; and</p>	<p>The Working Group discussed whether it would be fair (as per the definition) to charge the specific customer needing the disconnection versus socialising this across all customers.</p> <p>The Working Group discussed whether there would be any circumstances which could lead to customers being charged where it may not be reasonable, for example being evacuated due to emergencies and subsequent vandalism of their vacant property then requiring a disconnection. The Working Group considered that charges relating to this could be covered by customers' insurance. The Working Group discussed that the proposal does not compel a DNO/IDNO to pass on charges and that each case should be judged on its own merits, on a case-by-case basis.</p>

		<p>b) action required at the request of emergency services.</p>	<p>The Working Group noted that no unauthorised third party should be working on the DNO's/IDNO's network and should therefore be liable for the costs.</p> <p>The Working Group discussed liability and, as an example, the supply for property A is tampered with by the occupant of property B. In this instance, it would be reasonable to target cost recovery actions against the benefactor of the tampering, in this instance the occupant of property B.</p> <p>The Working Group discussed that condition 10AA is an umbrella term and should be considered by the DNO/IDNO each time it considers what action to take in each case, including whether it is Fair (as defined in condition 10AA of the Standard conditions of the Electricity Distribution Licence, and taking into account each customer's circumstances and consistency of treatment of similar customers.)</p> <p>The Working Group agreed to ask the DCUSA legal advisors to assess any risk of inconsistency of the legal</p>
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			text for this CP against condition 10AA. It was noted that a reference to 10AA could be considered, if necessary, but the drafting should make no attempt to interpret the Licence Condition within the legal text.
Working Group Conclusions		<p>The Working Group noted the concerns raised by the above respondents and concluded that:</p> <ol style="list-style-type: none"> 1. the term 'safety reasons' should be expanded upon in the legal text; and 2. that advice should be sought from DCUSA's legal advisors on any inconsistencies with condition 10AA. 	

Question 4

Company	Confidential/ Anonymous	4. Are there any other reasons for emergency disconnections or de-energisations (e.g., force majeure/Act of God) that DNOs and IDNOs should be able to recover costs for? Please provide your rationale.	Working Group Comments
Northern Powergrid	Non-confidential	No, only in scenarios where a 3rd party has accepted liability.	Noted
ENWL	Non-confidential	DNOs should not be recovering costs directly from consumers where safety reasons arise from Acts of G. (e.g. storm damage, etc)	Noted
UK Power Networks	Non-confidential	No, we believe that all reasons are covered by the change proposal.	Noted
Southern Electric Power Distribution	Non-confidential	No.	Noted

plc; and Scottish Hydro Electric Power Distribution plc			
National Grid Electricity Distribution	Non-confidential	No. By definition, a force majeure/act of God would not occur as a result of negligence on behalf of the customer or their agent, and we would deem it to be outside of the scope of this proposal.	Noted
SP Distribution plc and SP Manweb plc	Non-confidential	No – we do not currently consider there to be other reasons for emergency disconnections or de-energisations for which it would be appropriate to recover costs directly from customers. It is our present view that instances not caused by the unsafe and/or illegal acts of the customer (such as force majeure/Act of God) would not be appropriate to consider within the scope of this particular CP.	Noted
Working Group Conclusions		The Working Group noted respondents' views that the CP covered all appropriate reasons and that it should not include Acts of God/Force Majeure.	

Question 5

Company	Confidential/Anonymous	5. Do you consider that the proposal better facilitates the DCUSA General Objectives? Please give supporting reasons.	Working Group Comments
Northern Powergrid	Non-confidential	Yes, allows recovery of costs from liable party rather than socialisation.	Noted
ENWL	Non-confidential	Yes, it is a more cost-reflective means of cost recovery.	Noted
UK Power Networks	Non-confidential	We believe that DCUSA General Objectives 1 and 3 are better facilitated by this change, as it will support DNOs and IDNOs in the recovery of costs directly from customers needing emergency	Noted

		disconnection or de-energisation, as opposed to socialisation of these costs across all users of the distribution system. The change should also discourage unsafe practices by passing on the costs of emergency works to the specific customers requiring the works, which would be more expensive than the planned work that would have taken place had the customers followed the correct processes.	
Southern Electric Power Distribution plc; and Scottish Hydro Electric Power Distribution plc	Non-confidential	We agree with the WG that DCUSA General Objectives 1 & 3 are better met by this CP.	Noted
National Grid Electricity Distribution	Non-confidential	Yes, as it aims to reduce the socialised cost, through directly recovering costs from the responsible party.	Noted
SP Distribution plc and SP Manweb plc	Non-confidential	We are broadly of the view that the proposal could hold benefits to the DCUSA General Objectives. Specifically, those in relation to an efficient, co-ordinated, and economical Distribution System, and to promotion of efficiency in the implementation and administration of the DCUSA arrangements. We would note that, while we consider it likely the proposal will better facilitate a more economical Distribution System through avoided socialisation of costs for emergency de-energisations and disconnections across all network users, we are not currently aware of any analysis that evidences this benefit on an empirical basis or the likely material nature of that benefit. We do, however, consider this to be a likely outcome of the proposal.	<p>The Working Group noted that an analysis of the costs would benefit evidencing the benefit to the DCUSA Objectives, particularly in terms of economy.</p> <p>The Working Group discussed whether it was necessary to request data to support this or whether the benefit was likely enough that gathering evidence would not be necessary.</p> <p>The Working Group noted there are significant amounts of money</p>

			<p>associated with disconnections for illegal activity (in the region of millions of pounds) and that currently this is not charged to individual customers and is instead socialised.</p> <p>The Working Group agreed that it wasn't critical to gather data from industry in this instance, as the benefits should be clear.</p>
Working Group Conclusions		<p>The Working Group noted that all respondents agreed the CP would better facilitate the DCUSA Objectives. The Working Group noted, as per the last response to this question, that whilst it could gather evidence to support this assessment, that in this instance the benefits should be clear (i.e. cost reflectivity, targeting costs at responsible parties and avoiding the socialising of costs) and that it did not warrant an RFI.</p>	

Question 6

Company	Confidential/ Anonymous	6. Are you aware of any wider industry developments that may impact upon or be impacted by this CP?	Working Group Comments
Northern Powergrid	Non-confidential	No.	Noted
ENWL	Non-confidential	No.	Noted
UK Power Networks	Non-confidential	No.	Noted
Southern Electric Power	Non-confidential	No.	Noted

Distribution plc; and Scottish Hydro Electric Power Distribution plc			
National Grid Electricity Distribution	Non-confidential	No.	Noted
SP Distribution plc and SP Manweb plc	Non-confidential	N/A	Noted
Working Group Conclusions		The Working Group noted that respondents had not identified any wider industry developments that impact upon this CP or are impacted upon by this CP.	

Question 7

Company	Confidential/Anonymous	7. Are you supportive of the proposal to implement this CP in the next standard DCUSA release following Authority approval?	Working Group Comments
Northern Powergrid	Non-confidential	Yes.	Noted
ENWL	Non-confidential	Yes, provided that gives industry sufficient notice to implement new processes and notify rates.	The Working Group noted that the proposal currently does not compel DNOs/IDNOs to charge customers, as it is a "may" statement (implied by the requirement for a demand for payment to be issued by the DNO/IDNO, which it may choose

			not to do) as opposed to a “must” statement. As such, it was discussed that this should not hold up the progress of this CP as the processes and rates can be determined at each DNO’s/IDNO’s own pace and timetable.
UK Power Networks	Non-confidential	Yes.	Noted
Southern Electric Power Distribution plc; and Scottish Hydro Electric Power Distribution plc	Non-confidential	Yes – but first we will have to clarify the process for levying charges (ie initial billing and payment terms & dealing with payment default).	As above, the Working Group noted that the proposal currently does not compel DNOs/IDNOs to charge customers, as it is a “may” statement (implied by the requirement for a demand for payment to be issued by the DNO/IDNO, which it may choose not to do) as opposed to a “must” statement. As such, it was discussed that this should not hold up the progress of this CP as the processes and rates can be determined at each DNO’s/IDNO’s own pace and timetable.
National Grid Electricity Distribution	Non-confidential	Yes.	Noted
SP Distribution plc and SP Manweb plc	Non-confidential	Yes.	Noted

Working Group Conclusions	The Working Group noted the support for implementing this CP in the next standard DCUSA release following Authority approval and the concerns around timescales for processes, payment terms and rates to be determined. The Working Group concluded that as the proposal does not compel a DNO/IDNO to demand payment, it was in each DNO's/IDNO's gift to determine its processes and rates according to its own timetable.
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Question 8

Company	Confidential/ Anonymous	8. Do you have any comments on the draft legal text?	Working Group Comments
Northern Powergrid	Non-confidential	No further comments from those provided via the working group.	Noted
ENWL	Non-confidential	No.	Noted
UK Power Networks	Non-confidential	<p>It would be good to discuss within the working groups their thoughts on immediate reconnection requests following an emergency disconnection. We are aware that some customers require a new connection faster than the usual waiting times. However, after an emergency disconnection they often require an express reconnection that should also be chargeable, as we would do for any normal planned new connection.</p> <p>Proposed consequential wording changes shown in red below:</p> <p>Proposed text:</p> <p><i>Cutting off the supply.</i> We may cut off the flow of electricity through the connection where we are entitled to do so under the general law. We may also cut off the flow of electricity where we are required to do so under a contract with an electricity supplier or because of the electricity industry arrangements under which we operate in accordance with our licence. If we have to disconnect or de-energise</p>	The Working Group agreed to make the proposed changes to the legal text.

		<p>cut off your premises for i) safety reasons that were not directly caused by us, or ii) as instructed or requested by emergency services, you will pay our reasonable costs and expenses for the disconnection or any de-energisation and, if required, for any subsequent re-energisation and you will pay our reasonable costs and expenses for any disconnection and, if required, connection charges for any subsequent new connection.</p> <p>5.8 If the Company De-energises the Connection Point at the request of the Customer, for safety reasons, or at the request of emergency services the Company shall Re-energise the Connection Point as soon as reasonably practicable after being instructed to do so by the Customer or the Registrant, subject to payment of the Company's charges pursuant to Clause 5.7 and the Company's charges for re-energisation. If the Company Deenergises the Connection Point at the request of the Registrant, the Company shall Reenergise the Connection Point as soon as reasonably practicable after being instructed to do so by the Registrant.</p> <p>6.3 The Company shall be entitled to Disconnect the Connection Point if the Company reasonably considers it necessary to do so for safety reasons or at the request of emergency services. Where the disconnection was necessary for safety reasons, or at the request of emergency services, the Customer shall pay to the Company forthwith upon demand an amount equal to the reasonable costs and expenses incurred by the Company in undertaking the Disconnection. If a new connection is subsequently required, connection charges shall apply.</p>	
Southern Electric Power Distribution plc; and Scottish Hydro	Non-confidential	No, thank you.	Noted

Electric Power Distribution plc			
National Grid Electricity Distribution	Non-confidential	No.	Noted
SP Distribution plc and SP Manweb plc	Non-confidential	<p>We have provided comments elsewhere within our response that we would recommend be considered in the final determination of the change.</p> <p>In addition to those points, insofar as we believe that use of the term “emergency services” is likely to be widely understood and, therefore, unlikely to be open to a great deal of challenge, we would recommend that, for completeness and for avoidance of doubt, it may be beneficial to include this as a defined term within the document.</p> <p>For example, we note that the use of ‘emergency services’ was a relatively late addition to the draft text due to debate around the use of “competent authority”, which was intended for use as a generalised term despite “Competent Authority” already existing as a defined term within the document. On balance, we consider the risk to be low in this particular case, but would recommend the addition of a defined term in order to provide clarity for all Parties.</p>	<p>The Working Group discussed that this needed to be considered in the context of section 2 which relates to domestic consumers and is written in a plain English manner, without the use of defined terms.</p> <p>The Working Group discussed that the average person should understand the term emergency services. The Working Group discussed potential sources for such requests such as emergency services or in the case of floods the Environment Agency. They also discussed which of the various emergency services might be involved in such a request such as Mountain Rescue, etc. It was agreed not to create a definitive list but rather to propose examples such as “(for example police, fire brigade, ambulance service)</p>
Working Group Conclusions		The Working Group made the legal text changes proposed by UKPN and to provide a “for example” list of emergency services against the first occurrence of that term in each of the sections.	

