




DCUSA Change Proposal (DCP)		At what stage is this document in the process?
<h1>DCP 457:</h1> <h2>Housekeeping Items</h2> <p><b>Date Raised:</b> 09/07/2025</p> <p><b>Proposer Name:</b> Peter Waymont</p> <p><b>Company Name:</b> Eastern Power Networks</p> <p><b>Party Category:</b> DNO</p>	<b>01 – Change Proposal</b>	
	<b>02 – Consultation</b>	
	<b>03 – Change Report</b>	
	<b>04 – Change Declaration</b>	
<p><b>Purpose of Change Proposal:</b> To fix housekeeping items 124, 125, 126, 128, 129, 130, 131</p>		
	<p><b>Governance:</b></p> <p>The Proposer recommends that this Change Proposal should be:</p> <ul style="list-style-type: none"> <li>• Treated as a Part 2 Matter</li> <li>• Treated as a Standard Change</li> <li>• Progressed to the Change Report phase</li> </ul> <p>The Panel will consider the proposer’s recommendation and determine the appropriate route.</p>	
	<p><b>Impacted Parties:</b></p> <p>Suppliers/DNOs/IDNOs/CVA Registrants/Gas Suppliers/OTSO Party</p>	
	<p><b>Impacted Clauses:</b> Various</p>	

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<b>Indicative Timeline</b>		Contact: <b>Code Administrator</b>  DCUSA@electralink.co.uk  020 7432 3011 Proposer: <b>Peter Waymont</b>  email address
<b>The Secretariat recommends the following timetable:</b>		
Initial Assessment Report	16 Julyn 2025	
Consultation Issued to Industry Participants	N/A	
Change Report Approved by Panel	20 August 2025	
Change Report issued for Voting	21 August 2025	
Party Voting Closes	11 September 2025	
Change Declaration Issued to Parties	15 September 2025	

## 1 Summary

### What?

- 1.1 Several housekeeping items have been added to the housekeeping register over time that are of a simple textual tidy up nature. This change seeks to amend the DCUSA regarding those.
- 1.2 The items in the housekeeping log have been reviewed, and those that this change seeks to address are captured below (where the acronym HK stands for housekeeping):
  - HK124: 'Correction of typographical error in Clause 21.2B'
  - HK125 'Remove references to 'fax', 'facsimile' and 'telex' to coincide with the switch-off of the Public Switched Telephone Network (PSTN) in 2025'
  - HK126: 'Correction of typographical error in Section 1C paragraph 10.26.3'
  - HK128: 'Definition of MPAS'
  - HK129: 'Duplicate text in Paragraphs 104 and 105 in Schedule 16.'
  - HK130: 'Correct Party/person referencing in Schedule 31 'Embedded Capacity Register'
  - HK131 'Correction of description of the Parties to the DCUSA within the Introduction section of the DCUSA'

### 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 and Part 2 Matter

- 2.1 As the amendments detailed in this Change Proposal are for housekeeping purposes, there is no material impact on Parties and thus, does not meet the criteria for it to be considered a Part 1 Matter.

### Requested Next Steps

- 2.2 This Change Proposal should:
  - Be treated as a Part 2 Matter;
  - Be treated as a Standard Change; and
  - Proceed to the Change Report phase.

### 3 Why Change?

3.1 A number of housekeeping items have been added to the housekeeping register over time that are of a simple textual tidy up nature. The housekeeping items covered by this change include the following:

#### HK124: Correction of typographical error in Clause 21.2B

3.2 In Clause 21.2B, the following correction should be made (noting that this Clause was updated as a result of DCP 142 'Using D2021 for all invoices/credit notes if it is used at all').

*21.2B Where the Company submits, and the User agrees to receive, accounts by sending an electronic invoice it shall use an electronic invoice for all of that User's accounts (including revised accounts and credit-notes). For the avoidance of doubt, where this Clause 21.2B applies, Clause 59.4 shall apply to the sending of accounts during any period in which the ~~Date~~ Data Transfer Network is unavailable.*

#### HK125: Remove references to 'fax', 'facsimile' and 'telex' to coincide with the switch-off of the Public Switched Telephone Network (PSTN) in 2025

3.3 In light of the upcoming switch-off of the Public Switched Telephone Network (PSTN) in 2025, it will be necessary to either remove or replace mentions of references to 'fax', 'facsimile' and 'telex' communications as it will no longer be an available method of communication.

3.4 A recent search of the DCUSA has identified the following references to these terms:

- Section 2A - Clause 35: 1 result found
- Section 2B – Clause 51: 1 result found
- Section 2C – Clause 52F: 1 result found
- Section 2D – Clause 52K: 1 result found
- Section 2D – Clause 52L: 1 result found
- Section 2F – Clause 52U: 1 result found
- Section 3 – Clause 59: 4 results found
- Schedule 2B – Clause 23 in Section 3: 3 results found
- Schedule 2B – Clause 24 in Section 4: 3 results found
- Schedule 2C – Paragraph 8: 2 results found
- Schedule 8 – Paragraph 11: 1 result found
- Schedule 10 – Paragraph 25 in Annex 4: 2 results found
- Schedule 10 – Paragraph 26 in Annex 4: 2 results found
- Schedule 11: 1 result found

#### HK126: Correction of typographical error in Section 1C paragraph 10.26.3

3.5 In Section 1C, a missing full stop needs to be added to the end of paragraph 10.26.3. This typographical error was introduced as the result of a CP.

*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*

## HK128: Definition of MPAS

3.6 The defined term 'MPAS' within the DCUSA is currently defined as *“has the meaning given to that term in the Distribution Licence, and which includes the Electricity Retail Data Service under the REC and the Supplier Meter Registration Service under the BSC.”*. However, MPAS is not actually defined within the Distribution Licence and the correct term would be Metering Point Administration Service. It is proposed that the defined term in the DCUSA is updated as follows:

<b>MPAS</b>	<i>has the meaning given to <del>that</del> the term <b>“Metering Point Administration Service”</b> in the Distribution Licence, and which includes the Electricity Retail Data Service under the REC and the Supplier Meter Registration Service under the BSC.</i>
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3.7 Alternatively, the DCUSA could be amended such that the term MPAS is replaced with Metering Point Administration Service and in turn, where it is used throughout the document, those references are also replaced.

## HK129: Duplicate text in Paragraphs 104 and 105 in Schedule 16.

3.8 Paragraphs 104 and 105 in Schedule 16 are exactly the same and therefore the suggestion is that one should be removed. The Panel should note that this issue has existed for some time and came about due to the implementation of DCP 332 'Appropriate Treatment and Allocation of Last Resort Supply Payment Claims' and DCP 333 'Appropriate Treatment and Allocation of Eligible Use of System Bad Debt Costs' which introduced the SoLR and Bad Debt adders into Schedule 16. At the time of development of those change proposals, it wasn't known whether one or both would ultimately be approved and implemented and therefore the legal drafting for each tried to account for both scenarios. In doing so, the legal drafting for DCP 332 included Paragraph 104 and the legal drafting for DCP 333 included Paragraph 105 (see screenshots included below). Both Change Proposals were approved and implemented, leading to the duplication seen today.

3.9 It should be noted that Paragraph 24.1 in both Schedules 17 and 18 cross reference Paragraphs 100 to 104 in the CDCM (i.e., Schedule 16) and no cross reference to Paragraph 105 in Schedule 16 appears to exist within the DCUSA. Therefore, the Secretariat's view is that Paragraph 105 in Schedule 16 can be safely removed.

## HK130: Correct Party/person referencing in Schedule 31 'Embedded Capacity Register'

3.10 Paragraph 3.2 of Schedule 31, states that *“Any person (whether or not a Party) may, at any time, apply to the Panel requesting that the Agreed Version is altered....”*, but that Paragraph 3.3.1, which explains what information the Secretariat is to include when inviting representations or objections with respect to the request, states that we are to ensure we set out *“identity of the Party that made the request”*.

3.11 Given the text in paragraph 3.2, which states 'Any person', it would make sense for paragraph 3.3.1 to also reference 'person' or even non-capitalised 'party'.

3.12 The legal drafting for DCP 350 'CREATION OF EMBEDDED CAPACITY REGISTERS' was checked to confirm whether it contained the word 'Party', and it was confirmed that it did and so is not an error in transposing the text from legal drafting into the document itself. An extract of the text in question is set out below for completeness:

### **3. AMENDMENTS TO THE EMBEDDED CAPACITY REGISTER**

3.1 *The Panel shall oversee the process by which the Agreed Version of the Embedded Capacity Register may be altered. Such alteration may include the addition to or removal from the Agreed Version of a specific data item, and/or the alteration of the definition of a data item.*

3.2 *Any person (whether or not a Party) may, at any time, apply to the Panel requesting that the Agreed Version is altered by notice in writing to the Panel Secretary.*

3.3 *Where the Panel Secretary receives such an application, it shall ensure that the matter is added to the agenda for the next Panel meeting occurring more than 10 Working Days after receipt of such application, and shall give notice to all the Parties at least 10 Working Days before the Panel meeting in question:*

3.3.1 *setting out the identity of the Party that made the request*

3.3.2 *specifying the date on which the Panel is due to consider the matter; and*

3.3.3 *inviting representations or objections with respect to the request before that date.*

### **HK131: Correction of description of the Parties to the DCUSA within the Introduction section of the DCUSA**

3.13 Paragraph (A) in the 'Introduction' section of the DCUSA, lists that 'certain electricity generators' are part of the composition of the Parties to the DCUSA. This wording is intended to reflect the Party Category of CVA Registrants which was previously known as the Distributed Generators Party Category.

3.14 Given the way paragraph (A) is worded for other types of Parties it might be reasonable to keep the reference to 'certain electricity generators' however, there may also be a way of improving the words to better reflect what function/role the CVA Registrants play (e.g., it could say something like "the registrants of certain electricity generators" or could just state "the CVA Registrant Parties")

3.15 An extract of the text in questions is set out below for completeness:

### **INTRODUCTION**

A *The Parties comprise electricity distributors, electricity suppliers, certain gas suppliers, certain electricity generators, certain metering companies, the Crowded Meter Room Coordinator, and the OTSO Party.*

B *The DNO Parties and IDNO Parties are required, by their licences, to be party to, comply with, and maintain this Agreement.*

C *The Supplier Parties are required, by their licences, to be party to, and comply with, this Agreement.*

D *The CVA Registrants are under certain obligations, under other industry agreements, regarding distribution use of system arrangements, and have agreed to accede to this Agreement in order to meet those obligations.*

## 4 Solution and Legal Text

### Legal Text

4.1 A set of proposed amendments has been set out in Annex 1 of this Change Proposal and which are designed to resolve the relevant housekeeping log items noted in sections 1 and 3 above. The proposed amendments will be reviewed by DCUSA Ltd.'s legal advisors, noting that some clauses are updated by subsequent changes notably for MHHS, including for item 125 where reference to email may be more appropriate than simply removing references to "fax" etc.

### Text Commentary

4.2 The proposed amendments are designed to resolve each of the relevant housekeeping log items.

## 5 Code Specific Matters

### Reference Documents

5.1 None.

## 6 Relevant Objectives

	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	None
<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	None
<input type="checkbox"/>	3. The efficient discharge by the DNO Parties and IDNO Parties of obligations imposed upon them in their Distribution Licences	None
<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.	None

6.1 Correcting the housekeeping items that have been periodically identified within the DCUSA document ensures that the legal text throughout the DCUSA document is fit for purpose and remains accurate. Doing so 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.

## 7 Impacts & Other Considerations

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

7.1 It is not believed that this change will impact any SCR currently in progress and nor do any of the current SCRs impact upon this change.

### Consumer Impacts

7.2 It is not believed that that this change will impact consumers.

### Environmental Impacts

7.3 In accordance with DCUSA Clause 10.4.5A, it is not believed that there would be a material impact on greenhouse gas emissions if this change were implemented.

### Consideration of Wider Industry Impacts

7.4 It is not believed that there are 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.

### Confidentiality

7.5 This Change Proposal can be treated as non-confidential.

### Does this Change Proposal Impact Other Codes?

7.6 It is not believed that there are any impacts to any other 'Industry Codes' as a result of the implementation of this CP.

- Grid Code.....  SEC.....  CUSC.....
- Distribution Code...  REC.....  BSC.....
- None.....

## 8 Implementation

### Proposed Implementation Date

8.1 It is proposed that this change be implemented in the next standard release after approval.

## 9 Recommendations

## Annex 1 – Proposed Legal Text Amendments

**Amend Paragraph (A) in the 'Introduction' section of the DCUSA as follows:**

### **INTRODUCTION**

- (A) The Parties comprise electricity distributors, electricity suppliers, certain gas suppliers, the registrants of certain electricity generators, certain metering companies, the Crowded Meter Room Coordinator, and the OTSO Party.
- (B) The DNO Parties and IDNO Parties are required, by their licences, to be party to, comply with, and maintain this Agreement.
- (C) The Supplier Parties are required, by their licences, to be party to, and comply with, this Agreement.
- (D) The CVA Registrants are under certain obligations, under other industry agreements, regarding distribution use of system arrangements, and have agreed to accede to this Agreement in order to meet those obligations.

**Amend the defined term below, as set out under Clause 1 of Section 1A 'Preliminary' as follows:**

MPAS has the meaning given to ~~that—the~~ term “Metering Point Administration Service” in the Distribution Licence, and which includes the Electricity Retail Data Service under the REC and the Supplier Meter Registration Service under the BSC.

**Amend Clause 10.26.3 in Section 1C 'Change Control' as follows:**

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

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:

10.26.1 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;

- 10.26.2 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
- 10.26.3 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.

**Amend Clause 21.2B in Section 2A 'Distributor to Supplier/Generator Relationships' as follows:**

21.2B Where the Company submits, and the User agrees to receive, accounts by sending an electronic invoice it shall use an electronic invoice for all of that User's accounts (including revised accounts and credit-notes). For the avoidance of doubt, where this Clause 21.2B applies, Clause 59.4 shall apply to the sending of accounts during any period in which the ~~Date-Data~~ Transfer Network is unavailable.

**Amend Clause 35.1 in Section 2A 'Distributor to Supplier/Generator Relationships' as follows:**

**35. CONFIDENTIALITY RESTRICTIONS ON THE USER**

**Confidential Information**

35.1 In this Clause 35, **Confidential Information** means:

- 35.1.1 any information (whether in writing, in disc or electronic form, or otherwise) which has been properly disclosed by the Company under this Agreement but which would usually be considered to be confidential (but shall not include any information relating to a Connectee which has been collected by the Company and disclosed to the User pursuant to this Section 2A); and
- 35.1.2 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 User is in possession of Confidential Information, the User shall procure that such Affiliate or Related Undertaking observes the restrictions in Clauses 35.2 to 35.4 (inclusive) as if in each such Clause there was substituted for the User the name of the Affiliate or Related Undertaking.

**Amend Clause 51.1 in Section 2B 'Distributor to Distributor/OTSO Relationships' as follows:**

**51. CONFIDENTIALITY RESTRICTIONS ON THE USER**

**Confidential Information**

51.1 In this Clause 51, **Confidential Information** means:

51.1.1 any information (whether in writing, in disc or electronic form, or otherwise) which has been properly disclosed by the Company under this Agreement but which would usually be considered to be confidential; and

51.1.2 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 User is in possession of Confidential Information, the User shall procure that such Affiliate or Related Undertaking observes the restrictions in Clauses 51.2 to 51.4 (inclusive) as if in each such Clause there was substituted for the User the name of the Affiliate or Related Undertaking.

**Amend Clause 52F.1 in Section 2C 'Distributor to Gas Supplier Relationships' as follows:**

**52F. CONFIDENTIALITY RESTRICTIONS ON THE GAS SUPPLIER**

52F.1 In this Clause 52F, Confidential Information means:

52F.1.1 any information (whether in writing, in disc or electronic form, or otherwise) which has been properly disclosed by the Company under this Agreement but which would usually be considered to be confidential; and

52F.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 Gas Supplier is in possession of Confidential Information, the Gas Supplier shall procure that such Affiliate or

Related Undertaking observes the restrictions in Clauses 52F.2 to 52F.4 (inclusive) as if in each such Clause there was substituted for the Gas Supplier the name of the Affiliate or Related Undertaking.

**Amend Clause 52K.1 in Section 2D 'Electricity Supplier to Gas Supplier Relationships' as follows:**

**52K. CONFIDENTIALITY RESTRICTIONS ON THE GAS SUPPLIER**

**Confidential Information**

52K.1 In this Clause 52K, Confidential Information means:

52K.1.1 any information (whether in writing, in disc or electronic form, or otherwise) which has been properly disclosed by the Electricity Supplier under this Agreement but which would usually be considered to be confidential; and

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

**Amend Clause 52L.1 in Section 2D 'Electricity Supplier to Gas Supplier Relationships' as follows:**

**52L. CONFIDENTIALITY RESTRICTIONS ON THE ELECTRICITY SUPPLIER**

**Confidential Information**

52L.1 In this Clause 52L, Confidential Information means:

52L.1.1 any information (whether in writing, in disc or electronic form, or otherwise) which has been properly disclosed by the Gas Supplier under this Agreement but which would usually be considered to be confidential; and

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

**Amend Clause 52U.1 in Section 2F 'Electricity Supplier to Third Party Electricity Supplier Relationships' as follows:**

**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.

**Amend Clauses 59.6 and 59.7 in Section 3 'General Legal Provisions' as follows:**

59.6 Save as provided in Clause 30.5, Clause 59.1 and Schedule 8, any notice, request or other communication to be made by one Party to another Party under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by first class post, courier, ~~fax~~ or email to that other Party at the address specified for such purpose in that Party's Party Details.

59.7 Unless otherwise stated in this Agreement, a notice, request or other communication sent in accordance with Clauses 30.5, 59.6 or paragraph 11.1 of Schedule 8 shall be deemed to be received:

- 59.7.1 if delivered personally, when left at the address set out for such purpose in the relevant Party's Party Details;
- 59.7.2 if sent by post, three Working Days after the date of posting; and
- ~~59.7.3 if sent by fax, upon production by the sender's equipment of a transmission report indicating that the fax was sent to the fax number of the recipient in full without error; and~~
- 59.7.34 if sent by email, one hour after being sent, unless an error message is received by the sender in respect of that email before that hour has elapsed.

**Amend Clause 23 in Section 3 of Schedule 2B 'National Terms Of Connection' as follows:**

**23. NOTICES**

- 23.1 Any notice, demand, certificate or other communication required to be given or sent under this Agreement shall be in writing and delivered by hand, by first class post, ~~by facsimile~~ or by email.
- 23.2 Subject to Clause 23.3, the required address for the delivery of notices to the Company shall be its registered address (in which case delivery must be by hand or by first class post), and for delivery to the Customer shall be the Premises or its registered or principal business address (in which case delivery must be by hand or by first class post).
- 23.3 Either Party may, from time to time, notify the other in accordance with this Clause 23 of the address, ~~facsimile number~~ and/or email address at which the first Party will accept delivery of notices for the purposes of this Agreement.
- 23.4 A notice or other form of communication shall be deemed to have been served and received as follows:
  - 23.4.1 if given or delivered by hand, at the time when given or delivered;
  - 23.4.2 if sent by first class post, at the expiration of two Working Days after the document was delivered (bearing the correct address and being pre-paid) into the custody of the postal authorities; and

~~23.4.3 — if sent by facsimile, upon production by the sender's equipment of a transmission report indicating that the message was sent to the correct number in full and without error; and~~

23.4.34 if sent by email, at the time when delivered to the recipient's email server.

**Amend Clause 24 in Section 4 of Schedule 2B 'National Terms Of Connection' as follows:**

**24. NOTICES**

24.1 Any notice, demand, certificate or other communication required to be given or sent under this Agreement shall be in writing and delivered by hand, by first class post, ~~by facsimile~~ or by email.

24.2 Subject to Clause 24.3, the required address for the delivery of notices to the Company shall be its registered address (in which case delivery must be by hand or by first class post), and for delivery to the Customer shall be the Premises or its registered or principal business address (in which case delivery must be by hand or by first class post).

24.3 Either Party may, from time to time, notify the other in accordance with this Clause 24 of the address, ~~facsimile number~~ and/or email address at which the first Party will accept delivery of notices for the purposes of this Agreement.

24.4 A notice or other form of communication shall be deemed to have been served and received as follows:

24.4.1 if given or delivered by hand, at the time when given or delivered;

24.4.2 if sent by first class post, at the expiration of two Working Days after the document was delivered (bearing the correct address and being pre-paid) into the custody of the postal authorities; and

~~24.4.3 — if sent by facsimile, upon production by the sender's equipment of a transmission report indicating that the message was sent to the correct number in full and without error; and~~

24.4.43 if sent by email, at the time when delivered to the recipient's email server.

**Amend Paragraph 8 of Schedule 2C 'Suggested Bespoke Connection Agreement' as follows:**

8. Address for notices
  - (a) to the Company: for the attention of [name], [address], ~~[fax number]~~
  - (b) to the Customer: for the attention of [name], [address], ~~[fax number]~~

**Amend Paragraph 11 of Schedule 8 'Demand Control' as follows:**

**11. NOTICES**

- 11.1 Save as provided in Paragraph 11.2, a notice, approval, consent or other communication to be made by the Company or the User under or in connection with this Schedule 8 shall be in writing and shall be delivered personally or sent by first class post, courier, ~~fax~~ or email to the other at the address specified for such purpose in that Party's Party Details.
- 11.2 An Emergency SRN shall be dictated by the Company to the User to the person(s) specified for such purpose in the User's Party Details on the telephone number so specified who shall record it and on completion shall repeat the notification in full to the Company and check that it has been accurately recorded.
- 11.3 An Emergency SRN shall be deemed received when the Company has dictated it to the User in accordance with Paragraph 11.2.
- 11.4 The Company shall also send an Emergency SRN in writing as soon as is reasonably practicable to the User in accordance with Paragraph 11.1. For the avoidance of doubt, such notice shall be for the record and shall not replace the notice given in accordance with Paragraph 11.2 but shall be deemed to be received in accordance with Clause 59.

**Amend Paragraphs 25 and 26 in Annex 4 of Schedule 10 'DCUSA Ltd' as follows:**

**25. NOTICES**

Any notice or other document may be served on or delivered to any member by the Company either personally, or by sending it by post addressed to the member at that member's registered address or by ~~email to an email address~~ ~~fax or telex to a number~~ provided by the member for this purpose, or by leaving it at the member's registered address addressed to the member, or by any other means authorised in writing by the member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Regulation 112 of Table A shall not apply.

## 26. TIME OF SERVICE

Any notice or other document, if sent by the Company by post, shall be deemed to have been served or delivered 48 hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left by the company at a registered address otherwise than by post, or sent by ~~email~~~~fax~~ or ~~telex~~ or other instantaneous means of transmission, shall be deemed to have been served or delivered when it was so left or sent. Regulation 115 of Table A shall not apply.

**Amend the table of Party Details contained within Schedule 11 'Party Details' as follows:**

### SCHEDULE 11 PARTY DETAILS

<b>Full Party Name</b>		
Registered number		
Registered address		
Applicable Party Category(ies)		
Corporate group ( <i>i.e. names of other Parties which are Affiliates of the Party</i> )		
Date of accession		
Date of termination		
Market Domain I.D. ( <i>DNO/IDNO Parties and Supplier Parties only</i> )	<i>[applicable dates]</i>	<i>[I.D.]</i>
	<i>[applicable dates]</i>	<i>[I.D.]</i>
Contract Manager		
UK address, <del>phone number</del> <del>fax</del> and email for notices		
Emergency SRN		
Current aggregate of Maximum Export/Import* Capacities (CVA Registrants only) *whichever is greater on a site-by-site basis		

**Amend Paragraph 105 of Schedule 16 'Common Distribution Charging Methodology' as follows:**

104. The DNO Party will publish details of the fixed charge adders calculated under this Step 5 in its Use of System Charging Statement (as defined in and required by Standard Condition 14 of the DNO Party's Distribution Licence).
105. ~~Not used. The DNO Party will publish details of the fixed charge adders calculated under this Step 5 in its Use of System Charging Statement (as defined in and required by Standard Condition 14 of the DNO Party's Distribution Licence).~~

**Amend Paragraph 3.3.1 of Schedule 31 'Embedded Capacity Register' as follows:**

**3. AMENDMENTS TO THE EMBEDDED CAPACITY REGISTER**

- 3.1 The Panel shall oversee the process by which the Agreed Version of the Embedded Capacity Register may be altered. Such alteration may include the addition to or removal from the Agreed Version of a specific data item, and/or the alteration of the definition of a data item.
- 3.2 Any person (whether or not a Party) may, at any time, apply to the Panel requesting that the Agreed Version is altered by notice in writing to the Panel Secretary.
- 3.3 Where the Panel Secretary receives such an application, it shall ensure that the matter is added to the agenda for the next Panel meeting occurring more than 10 Working Days after receipt of such application, and shall give notice to all the Parties at least 10 Working Days before the Panel meeting in question:
  - 3.3.1 setting out the identity of the ~~person~~Party that made the request;
  - 3.3.2 specifying the date on which the Panel is due to consider the matter; and
  - 3.3.3 inviting representations or objections with respect to the request before that date.