

## DCP 457 – Housekeeping Items

### Legal Text

#### **Amend the Introduction, Paragraph (A) as follows:**

#### **INTRODUCTION**

- (A) The Parties comprise electricity distributors, electricity suppliers, certain gas suppliers, CVA Registrant~~seertain 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 Clause 1 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 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 as follows<sup>1</sup>:**

21.2B For MHHS Metering Points, for Settlement Periods whilst they are under MHHS arrangements, the Company shall submit, and the User agrees to receive, accounts by sending an electronic invoice using the REP-900 for all the User's accounts (including revised accounts and credit-notes). For non-MHHS Metering Points, and for MHHS Metering Points for Settlement Periods whilst they are not under MHHS arrangements, 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 or (for MHHS) the DIP is unavailable.

**Amend Clause 35.1 as follows:**

**35. CONFIDENTIALITY RESTRICTIONS ON THE USER**

**Confidential Information**

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

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<sup>1</sup> The text for Clause 21.2B has been updated to align with that which will come into effect upon the implementation of DCP 445 (which had replaced the word 'Date' with 'Data' but did not formally identify it as a change)

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 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 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 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 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 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 as follows:**

**Notices**

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 Schedule 2B (National Terms of Connection), Section 3, Clause 23 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 Schedule 2B (National Terms of Connection), Section 4, Clause 24 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 Schedule 2C (Suggested Bespoke Connection Agreement), Paragraph 8 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 Schedule 8 (Demand Control), Paragraph 11 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 Schedule 11 (Party Details) as follows<sup>2</sup>:**

**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> )	[applicable dates]	[I.D.]
	[applicable dates]	[I.D.]
Market Participant ID for MHHS ( <i>DNO/IDNO Parties and Supplier Parties only</i> )	[applicable dates]	[ID]
	[applicable dates]	[ID]
DIP ID for MHHS ( <i>DNO/IDNO Parties and Supplier Parties only</i> )	[applicable dates]	[ID]
	[applicable dates]	[ID]
Contract Manager		
UK address, <u>phone number</u> <del>fax</del> and email for notices		

<sup>2</sup> This table in Schedule 11 has been updated to align with that which will come into effect upon the implementation of DCP 445 but has no impact on the amendment being proposed by DCP 457.

Emergency SRN	
Current aggregate of Maximum Export/Import* Capacities (CVA Registrants only) *whichever is greater on a site-by-site basis	

**Amend Schedule 16 (Common Distribution Charging Methodology), Paragraph 105 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 Schedule 31 (Embedded Capacity Register), Paragraph 3.3.1 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.