

## DCP 458 Working Group Meeting 04

17 October 2025 at 10:00

Attendee	Company
<b>Working Group Members</b>	
Kara Burke [KB]	NPg
Chris Ong [CO]	UKPN
Clair Richards [CR]	NGED
Donna Jamieson [DJ]	IDCSL
Ed Grimsey [EG]	BUUK
Ephie Chalakateva [EC]	NGED
Philip Mark [PM]	SSEN
Peter Waymont [PW]	UKPN
Natalie Hay [NH]	BUUK
Lee Stone [LS]	EON
Blessing Ekpe [BE]	SSEN
David Todd (DT)	Total Energies
Amanda Dainty (AD)	Total Energies
<b>Code Administrator</b>	
Andy Green [AG]	Chair

### 1. Administration

#### Recording

- 1.1 The Chair asked members if they were comfortable for this Working Group to be recorded. No members objected to this request. The purpose of this recording is purely to aid the Technical Secretariat in producing an accurate report of the meeting. The recording will be deleted once these minutes have been approved.

#### Competition Law Guidance and Terms of Reference

- 1.2 The Working Group reviewed the “Competition Law Guidance” and “Terms of Reference”. All Working Group members agreed to be bound by the Competition Law Guidance for the duration of the meeting.

## Minutes & Actions

- 1.3 No feedback was provided on the minutes from the previous meeting. Updates on the actions are included in the appendix.

## 2. Purpose of the Meeting

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- 2.1 The Chair set out that the purpose of the meeting was to the legal text for both solutions, but it was noted that solution B had some specific points raised and then the change report would be reviewed.

## 3. Review the legal text

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- 3.1 The Working Group began to review the legal text for solution B, this can be found within attachment 2- DCP 458 Alternate Legal Text Solution B
- 3.2 KB queried if paragraph 19.6 was required as the approach for solution B as this paragraph was obligating the Distributor to contact the customer to inform them of the change in capacity however, this would potentially have been dealt with by the supplier driven customer comms in paragraph 19.14.
- 3.3 The Working Group were unsure if this paragraph was still required so they agreed to leave the paragraph in for now and raise whether it was needed or not with the legal advisors at Gowlings.
- 3.4 AM was asked what would happen if a supplier took on a site that went HH during the previous supplier to the 12-month protection window and went on to ask, does the 12-month protection window start from the date went HH or does it start from the date the new supplier took the MPAN over.
- 3.5 It was confirmed the protection window starts from the date the site went HH regardless of the customer churn.
- 3.6 It was noted that the new supplier could identify when a site migrated to HH by using the date the MPAN changed to measurement class F or G or the change in LLFC/tariff in ECOES.
- 3.7 There were no other amendments to solution B offered at this time, so the Working Group moved on to reviewing solution A's legal text.
- 3.8 It was noted that the only change to solution A's legal text, since the Working Group had reviewed the text and agreed it was fit for purpose, was to delete clauses 12.13 B and 12.13C from schedule 2 Part 3 as this was stating the customers capacity was based on the MIC when the DCP 458 process was to use the peak maximum demand.

## 4. Review Outstanding change report queries.

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- 4.1 The Working Group moved on to review some of the outstanding queries that had been raised which are captured below.
- If the Supplier did not advise the Distributor that the customer was relevant and only communicates this later, does the protection apply and is it retrospective?

- What happens if the customer changes midway through the year and the Distributor has attempted to communicate with the old customer and believes he has imposed a MIC?
- What If the data collector does not provide reactive data, Distributors often estimate it, per the charging statements. Should the calculation of MD include or exclude any missing reactive data which was estimated?
- Should the application of the tariff that includes capacity charges be effective from the end of the 12-month period or from agreement/imposition of a MIC?
- What if the customer has a connection agreement for a higher value than their MD (they may be still developing their site and have low demands, and the supplier have assigned them to NHH settlement) but does not respond to communications?

**If the Supplier did not advise the Distributor that the customer was relevant and only communicates this later, does the protection apply and is it retrospective?**

- 4.2 The Working Group believed that if a supplier didn't give the Distributor advanced notice, for example if notice was provided 19 months after the HH migration had begun, the 12-month window would have elapsed, so the protection would no longer be applicable.
- 4.3 It was noted that in the above example, the supplier would not be compliant with their DCUSA obligations on informing Distributors when a site was migrating to MHH and it was raised that there are processes in place to deal with these non-compliance's if necessary.
- 4.4 To offer a remedy to this issue it was agreed to add in a third condition to paragraph 181 of the legal text, for both solutions, stating the supplier is to notify the distributor of the customer contact details and that they are a relevant customer for these purposes, within three months of their migration or no later than three months of their migration.
- 4.5 PW agreed to take an action to update the legal text to include this new condition/backstop to make it clear that even when the Supplier does not inform the Distributor of a site migrating, the 12-month window is taken from the date the site migrates to MHH, not from when the Supplier issues the notice.

**What happens if the customer changes midway through the year and the Distributor has attempted to communicate with the old customer and believes he has imposed a MIC?**

- 4.6 It was noted that this was a valid concern and the customer details changing on an event such as a change of tenancy (COT) was raised during DCP 414.
- 4.7 It was agreed that the 12-month protection period was related to the site and not the customer, but it was acknowledged that there was still a risk if the communications/letters to the new customer were addressed to the old customer, then this could cause complaints.
- 4.8 It was also noted that there could be a scenario where a site had a MIC in place that was set higher than anything captured within the previous 12-months' worth of data, yet the new customer wanted to retain the higher MIC, the new customer risks losing the higher MIC unless they make contact and agree to retain their higher MIC.

- 4.9 It was agreed that the legal text would need to place an obligation on Suppliers to reissue the communications/letter to the customer in the event of a COT.
- 4.10 This process would work in the same way as the initial notice to the customer as the process would be repeated and issued to the new occupier's name/forwarding address details.
- 4.11 PW agreed to take this away and update the legal text along with the action he agreed to take earlier in paragraph 4.6 of these minutes.

**What If the data collector does not provide reactive data, Distributors often estimate it, per the charging statements. Should the calculation of MD include or exclude any missing reactive data which was estimated?**

- 4.12 The process was explained in that the MD was calculated using the highest demand based on meter data and if a Distributor hadn't had reactive meter data, then it is estimated.
- 4.13 This meant the perception was that for billing purposes and for various other purposes, the calculation is likely to be based on estimated reactive data and estimated high reactive data where that wasn't provided by the data collector.
- 4.14 It was noted this was ok for billing purposes, but the currently drafted legal text was clear that metered data would need to be used.
- 4.15 It was agreed that this was not the initial intent of DCP 414 and that a backstop would need to be included in the legal text to cater for the absence of actual metered data.

**Should the application of the tariff that includes capacity charges be effective from the end of the 12-month period or from agreement/imposition of a MIC?**

- 4.16 It was agreed that for both solutions, the new tariff would be applicable on day 365 of the 12-month protection period.

**What if the customer has a connection agreement for a higher value than their MD (they may be still developing their site and have low demands, and the supplier have assigned them to NHH settlement) but does not respond to communications?**

- 4.17 It was noted that these types of sites were rare, and it was acknowledged that this was an issue with the BSC that allowed a site with a MIC to be on NHH settlement.
- 4.18 It was noted that this issue will be remedied once MHH is implemented but that there will be a period where these customers would be eligible for the 12-month protection window.
- 4.19 The Working Group agreed that whilst this was not ideal, but it is an existing issue and that if a solution to the issue would create too great a complexity to warrant anything changing for so few customers.
- 4.20 It was also noted that Suppliers wouldn't know if these NHH sites had a MIC so they wouldn't be able to identify them when they were selecting sites to migrate to MHH.

- 4.21 It was agreed that if a suitable solution to stop these types of sites the 12-month protection is raised, then this will be considered.
- 4.22 The Working Group moved on the review the Change report in full, this can be found within Attachment 4 – DCP 458 Change Report.
- 4.23 KB advised that she had made changes to the change report ensure that both solutions had adequate detail and that both solutions had balanced explanations.
- 4.24 It was agreed to include detail in the change report to capture the outcome of the Working Group discussion around the areas that were raised within section 4 of these minutes.
- 4.25 There were a number of minor amendments made to the change report to correct typographical errors and to make the report easier for the reader to digest the detail without changing the context or intent of the text.

## 5. Review of NPg analysis

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- 5.1 Some analysis was shared that displayed the impact of using 71kVA. This analysis can be found within attachment 3.
- 5.2 KB explained that in paragraph 135A of Schedule 16 it states that the use of the “Aggregated or CT” tariffs for MC C or E is only applicable for customers below 70kVA.
- 5.3 It was highlighted that 71kVA is only just higher than 70kVA, but it still meant that the DNOs will be knowingly charging higher capacity charges than these sites should potentially incur.
- 5.4 The issue of the NHH sites with MICs was raised, especially the examples of NHH sites with a high MICs, as these would have their MICs reduced to a lower kVA.
- 5.5 It was noted again that these NHH sites with large MICs are rare examples but they do create an issue with the schedule 16 legal text, although the ones below 70kVA would be paying higher capacity charges if the default solution of 71kVA was taken forwards, so some balance would need to be applied.
- 5.6 The prosper stated that it would be useful if only one solution was taken forwards (due to a risk of splitting the vote if two solutions are taken forwards for voting)), and that any solution needed to be simple to implement and for customers and other parties to understand. The prosper went on note that the default capacity of 71kVA could be reduced to a smaller value if that would make parties more comfortable with the default solution.
- 5.7 It was noted that this analysis was just to display the impact to one DNO if 71kVA a default was used and that it wouldn't need to be included in the change report, as it was purely to stimulate some debate.
- 5.8 The Chair drew attention to the fact that as this is a part 2 matter, the threshold for approval is 65% so the risk raised around a vote being split over solutions risk none of the solutions being accepted.

- 5.9 It was suggested that the voting process if two solutions are taken forwards could be for parties to accept both solutions if they believed both were better than the status-quo and then rank the two solutions based on their preference.
- 5.10 If a party only believed one of the solutions was better than the status-quo they could still accept this one and reject the other.
- 5.11 It was agreed to revisit which solution/solutions to take forwards during further Working Groups.

## 6. Next Meeting

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- 6.1 The next meeting will be held on 24 October 2025.

## 7. Any Other Business

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- 7.1 No other business was raised.

## Attachments

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- Attachment 1 - DCP 458 Proposers Legal Text Solution A
- Attachment 2 - DCP 458 Alternate Legal Text Solution B
- Attachment 3 – DCP 458 71kVA analysis
- Attachment 4 – DCP 458 Change Report







## New and Open Actions

Action Ref.	Action	Owner	Update
04/01	PW to update the legal text based on the comments raised in section 3 of WG 04 Minutes.	Chair	<b>New action.</b>
02/02	The Chair to update the Change Report and share with the Working Group.	Chair	<b>New action.</b>

## Closed Actions

Action Ref.	Action	Owner	Update
01/01	Chair to draft a consultation and issue to the Working Group for review.	Chair	<b>Action closed.</b> Complete.
02/01	Chair to issue the consultation to DCMDG and SIG members, in addition to the usual recipients.	Chair	<b>Action closed.</b> Complete.
03/01	Secretariat to raise awareness of the DCP 458 consultation at the next DCMDG meeting.	Secretariat	<b>Action closed.</b> Complete.