

SECTION 2H – DISTRIBUTOR/SUPPLIER TO SIP PARTY RELATIONSHIPS

SCOPE OF SECTION 2H

This Section 2H sets out the terms and conditions pursuant to which each DNO/IDNO Party and each Supplier Party shall allow each SIP Party to undertake Safe Isolation Works.

52Y. INTERPRETATION OF SECTION 2H

Party Obligations

52Y.1 In this Section 2H and in the terms defined in Clause 1 when used in this Section 2H:

52Y.1.1 each reference to the "Company" is a reference to each Party that is either a DNO Party or an IDNO Party separately and individually and, where an obligation is imposed on, or a right granted to, the Company, that obligation is imposed on, and that right is granted to, each such Party separately and independently;

52Y.1.2 each reference to the "Electricity Supplier" is: (a) a reference to each Party that is a Supplier Party separately and individually and, where an obligation is imposed on, or a right granted to, the Electricity Supplier, that obligation is imposed on, and that right is granted to, each such Party separately and independently; and (b) when made in relation to a Metering Point and any period of time, a reference to the Supplier Party who is (or was), during that period, Registered in respect of the Metering Point; and

52Y.1.3 each reference to the "Safe Isolation Provider" is a reference to each Party that is a SIP Party separately and individually and, where an obligation is imposed on, or a right granted to, the Safe Isolation Provider, that obligation is imposed on, and that right is granted to, each such Party separately and independently.

52Y.2 This Section 2H shall:

52Y.2.1 only create rights and obligations between: (a) DNO/IDNO Parties (on the one hand) and SIP Parties (on the other); and (b) Supplier Parties (on the one hand) and SIP Parties (on the other);

52Y.2.2 not create rights or obligations: (a) between DNO/IDNO Parties (on the one hand) and Supplier Parties (on the other); (b) between DNO/IDNO Parties and other DNO/IDNO Parties; or (c) between Supplier Parties and other Supplier Parties; and

52Y.2.3 not apply to the OTSO Party, to the Crowded Meter Room Coordinator, to CVA Registrants or to Gas Supplier Parties.

References in Relation to Companies and Electricity Suppliers

52Y.3 In this Section 2H and in the terms defined in Clause 1 when used in this Section 2H, references to:

52Y.3.1 an Entry Point or Exit Point are: (a) when made in relation to the Company, references to an Entry Point or Exit Point on the Company's Distribution System; or (b) when made in relation to the Electricity Supplier and any period of time, references to an Entry Point or Exit Point relating to a Metering Point for which the Electricity Supplier is (or was) Registered during that period; and

52Y.3.2 a Customer are to a Customer whose premises are connected to the Company's Distribution System and for which the Electricity Supplier is (or was) Registered.

Application Limited to Whole Current Metering

52Y.4 This Section 2H shall only apply to Exit Points and/or Entry Points for which the import or export of electricity is metered directly by putting the full electrical current through the meter (known as 'whole current metering').

52Z. PERMITTED WORKS

Requirements for those Undertaking Works

52Z.1 Any and all Safe Isolation Works carried out pursuant to this Section 2H shall only be carried out by an individual working on behalf of the Safe Isolation Provider and with the permission of the Customer. This Section 2H does not imply any permission by the Customer, and the works pursuant to this Section 2H are not undertaken on behalf of the Company or the Electricity Supplier. The Safe Isolation Provider must make clear to the Customer (and to the occupier if different) that the Safe Isolation Provider is not acting on behalf of the Company or the Electricity Supplier.

Good Industry Practice

52Z.2 The Safe Isolation Provider shall act in accordance with Good Industry Practice when carrying out, or procuring the carrying out of, any and all works pursuant to this Section 2H.

Meter Operation Code of Practice

52Z.3 The Safe Isolation Provider shall only be entitled to exercise rights under this Section 2H while it is an accredited Meter Operator Agent for the purposes of the Meter Operation Code of Practice under the Retail Energy Code. The Safe Isolation Provider shall comply with the Meter Operation Code of Practice in relation to the works undertaken pursuant to this Section 2H.

Works Undertaken by the Safe Isolation Provider

52Z.4 If the Safe Isolation Provider wishes at any time to undertake Safe Isolation Works, then the Company and the Electricity Supplier hereby consent to the Safe Isolation Provider De-energising the Exit Point and/or Entry Point in order to do so (to the extent reasonably required in order to do so); provided that the Safe Isolation Provider Re-energises that Exit Point and/or Entry Point as soon as reasonably practicable thereafter.

52Z.5 If the Safe Isolation Provider resolves to De-energise and/or Re-energise an Exit Point and/or Entry Point pursuant to Clause 52Z.4, then the Safe Isolation Provider shall:

52Z.5.1 (subject to Clauses 52Z.2 and 52Z.3) decide on the extent and nature of the De-energisation Works and Re-energisation Works, and shall undertake such De- energisation Works and Re-energisation Works at its own cost; and

52Z.5.2 comply with the Relevant Instruments and the Distribution Code in relation to the De-energisation Works and Re-energisation Works.

52Z.6 For the avoidance of doubt, the Safe Isolation Provider shall only be entitled to Re-energise an Exit Point and/or Entry Point that has been De-energised by (or on behalf of) the Safe Isolation Provider pursuant to this Section 2H.

Advance notice to the Company of Safe Isolation Works

52Z.7 The Safe Isolation Provider shall give the Company at least one (1) Working Day's advance notification of the day on which the Safe Isolation Provider is to undertake Safe Isolation Works at a premises.

52Z.8 Regarding the notification required by Clause 52Z.7:

52Z.8.1 if the Company (in conjunction with other distributors, potentially via the Energy Networks Association) has made an app available for the purposes of making such notification, then the Safe Isolation Provider shall use that app; or

52Z.8.2 if no such app has been made available, but the REC has been modified so that there is a Market Message for the purposes of making such notification, then the Safe Isolation Provider shall use that Market Message; or

52Z.8.3 if neither of the two option above applies, then the Safe Isolation Provider shall not be required to provide such notification.

Non-Interference

- 52Z.9 The Company consents to the Safe Isolation Provider interfering with the Company's Distribution System to the extent it is necessary to do so in exercising the Safe Isolation Provider's rights, or complying with its obligations, under this Section 2H. The Safe Isolation Provider shall not otherwise interfere with the Company's Distribution System.
- 52Z.10 The Electricity Supplier consents to the Safe Isolation Provider interfering with the Electricity Supplier's metering equipment to the extent it is necessary to do so in exercising the Safe Isolation Provider's rights, or complying with its obligations, under this Section 2H. The Safe Isolation Provider shall not otherwise interfere with the Electricity Supplier's metering equipment.
- 52Z.11 The Safe Isolation Provider shall indemnify the Company and the Electricity Supplier against all actions, proceedings, costs, demands, claims, expenses, liability, loss or damage arising directly from physical damage to the property of any person caused by the Safe Isolation Provider in exercising the Safe Isolation Provider's rights under this Clause 52Z (but excluding liability for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill, and subject to a cap of £1 million per incident or series of related incidents).

52AA. PROVISION OF INFORMATION TO THE COMPANY AND
ELECTRICITY SUPPLIER

52AA.1 The Safe Isolation Provider shall, in a prompt and appropriate manner having regard to the nature of the incident, inform the Electricity Supplier where the Safe Isolation Provider has reason to believe that:

52AA.1.1 the flow of electricity through an Exit Point has been interrupted (and remains interrupted);

52AA.1.2 there has been interference with any electricity metering equipment that has prevented such metering equipment from correctly registering the quantity of electricity supplied; and/or

52AA.1.3 the electricity metering equipment otherwise presents a danger,

unless the Safe Isolation Provider believes that the Electricity Supplier has caused such circumstance to arise.

52AA.2 For the purposes of giving notice under Clause 52AA.1, the Safe Isolation Provider shall use its reasonable endeavours to establish the identity of the Electricity Supplier to whom notice should be given. Where the Safe Isolation Provider is unable to establish the identity of the person to whom notice should be given, it shall give such notice to the United Kingdom Revenue Protection Association.

52AA.3 Where the Safe Isolation Provider becomes aware of any matter or incident that does or is likely to:

52AA.3.1 cause danger or require urgent attention in relation to the supply or distribution of electricity through the Distribution System; or

52AA.3.2 affect the maintenance of the security, availability and quality of service of the Distribution System,

then the Safe Isolation Provider shall notify the Company of such matter or incident in a prompt and appropriate manner having regard to the nature of the matter or incident (as further described in the remainder of this Clause 52AA).

- 52AA.4 Where the Safe Isolation Provider becomes aware of any matter or incident that does or is likely to cause danger or require urgent attention in relation to the supply or distribution of electricity through the Distribution System (including a Category A Situation), then the Safe Isolation Provider shall ensure that the Company is notified of such report or enquiry by telephone in a prompt and appropriate manner having regard to the nature of the matter or incident. The Safe Isolation Provider shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule 24.
- 52AA.5 Where the Safe Isolation Provider becomes aware of any matter or incident that is a Category B Situation, then the Safe Isolation Provider shall ensure that the Company is notified of such matter or incident using the Data Transfer Network (data flow D0135), within 5 Working Days after becoming aware of such matter or incident. The Safe Isolation Provider shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule 24, and (where the Safe Isolation Provider has the Connectee's permission to do so) contact details for the Connectee.
- 52AA.6 Where the Safe Isolation Provider becomes aware of any matter or incident that is a Category C Situation, then the Safe Isolation Provider shall ensure that the Company is notified of such report or enquiry using the Data Transfer Network (data flow D0135) within 10 Working Days after becoming aware of such matter or incident. The Safe Isolation Provider shall ensure that such notification identifies the relevant asset condition code as set out in Part 2 of Schedule 24.