

To: All holders of an electricity distribution licence

**Electricity Act 1989
Section 11A(1)(b)**

Modification of the standard conditions of all electricity distribution licences

1. Each of the licensees to whom this document is addressed has an electricity distribution licence which has been granted or treated as granted under section 6(1)(c) of the Electricity Act 1989 (the Act).
2. Under section 11A(2) of the Act, the Gas and Electricity Markets Authority (the Authority)¹ gave notice on 30 April 2021 (the Notice) that we proposed to modify the following electricity distribution standard licence conditions (SLCs) in the manner set out in Schedule 1 to the Notice:
 - Condition 1. Definitions for the standard conditions
 - Condition 13C. Recovery of Reinforcement Costs arising in respect of Relevant Customers
 - Condition 14. Charges for Use of System and connection
 - Condition 15A. Connection Policy and Connection Performance
 - Condition 18. Provision of and charges for Metering Point Administration Services
 - Condition 20. Compliance with Core Industry Documents
 - Condition 23. Master Registration Agreement
 - Condition 34. Requirement to offer terms for the provision of Legacy Metering Equipment
 - Condition 35. Requirement to offer terms for the provision of Data Services
 - Condition 37. Provision of the Data Transfer Service

We stated that any representations with respect to the proposed licence modifications must be made on or before 5pm on 1 June 2021.

3. A copy of the Notice was sent to the Secretary of State in accordance with section 11A(4)(b) of the Act, and we have not received a direction that the modifications should not be made.
4. We received 5 responses to our consultation, all of which we carefully considered. All responses agreed with our proposals. We have published all non-confidential responses on our website. Our response to these comments, as well as our reasons for any differences between the modifications and those proposed in the Notice, is set out in our accompanying Decision document, which is available on our website at <https://www.ofgem.gov.uk/publications-and-updates/statutory-consultation-licence-changes-retail-code-consolidation> .
5. We have decided to proceed with making the licence modifications as proposed, subject to the following further changes: following stakeholder response to our consultation we no longer propose amending licence conditions 14.5, 14.16 and 14.21, as those proposed modifications were version control errors and already exist in the current licences. We have also taken the opportunity to amend the definition

¹ The terms “the Authority”, “we” and “us” are used interchangeably in this document.

of Data Specification (formerly Data Transfer Catalogue) to change the word “catalogue” to “specification” in the definition, to be consistent with the new defined term.

6. We are making these licence modifications, in summary, in order to ensure that the new governance arrangements and structures required for and being realised by Retail Code Consolidation are properly reflected in the SLCs.
7. In summary, the effect of these modifications will be that the new governance arrangements and structures required for and being realised by Retail Code Consolidation will be reflected in the SLCs. The effect of the majority of the modifications will be minor on an operational level; primarily, the modifications will ensure the licences correctly reference other industry documents and arrangements, which are due to be modified under the Authority’s Retail Code Consolidation Significant Code Review. A more detailed description of the reasons for and effects of these licence modifications can be found in our accompanying Decision document.
8. Where an application for permission to appeal our decision is made to the Competition and Markets Authority (CMA) under section 11C of the Act, Rule 5.7 of the Energy Licence Modification Appeals: Competition and Markets Authority Rules² requires that the appellant must send to any relevant licence holders who are not parties to the appeal a non-sensitive notice setting out the matters required in Rule 5.2. The attached Schedule 2 provides a list of the relevant licence holders in relation to this modification. Section 11A(10) of the Act sets out the meaning of “relevant licence holder”.
9. Under the powers set out in section 11A(1)(b) of the Act, we hereby modify the standard licence conditions of all electricity distribution licences in the manner specified in the attached Schedule 1. These modifications will take effect from the date of Retail Code Consolidation, which is the date to be designated by the Authority and which date will be not less than 56 days from the date of publication of our decision in relation to these licence modifications. The date of Retail Code Consolidation is currently expected to be 1 September 2021³.
10. This document is notice of the reasons for the decision to modify the electricity distribution licences as required by section 49A(2) of the Act.

**Rachel Clark,
Programme Director, Switching Programme
Duly authorised on behalf of the
Gas and Electricity Markets Authority**

2 July 2021

² CMA70: <https://www.gov.uk/government/publications/energy-licence-modification-appeals-rules-cma70>

³ Although the 56 day standstill period ends on 27 August 2021, the date of Retail Code Consolidation will not be any earlier than 1 September 2021.

Schedule 1 – Modification of the standard conditions of all electricity distribution licences

We have included the sections of the electricity distribution SLCs we have proposed to remove or amend below. Deletions are shown in strike through and new text is double underlined. Additional amendments to those consulted upon in the April 2021 statutory consultation are shown in yellow highlight. We have only shown those licence conditions where modifications are proposed.

Condition 1. Definitions for the standard conditions

Central Charge Database	means the database required to be established <u>maintained</u> under the Master Registration Agreement <u>Retail Energy Code</u> to facilitate the validation of Green Deal Plans and the collection and remittance of Green Deal Charges as referred to and providing for such other matters as are set out in standard condition 35 (Central Charge Database) of a Supply Licence.
Data Services	means and is to be understood as the totality of: (a) Metering Point Administration Services provided under and in accordance with the provisions of the Master Registration Agreement <u>Retail Energy Code and the Balancing and Settlement Code</u> ; and (b) Data Transfer Services provided by the Data Transfer Service.
Data Transfer Catalogue Specification	means the <u>specification</u> of that name, containing data flows <u>market messages</u> , data definitions, and data formats, that is established under and is one of the mandatory components of the Master Registration Agreement <u>Retail Energy Code</u> .
Green Deal Arrangements Agreement	means the agreement providing for the entry of data relating to Green Deal Plans onto the Central Charge Database and the collection and remittance of Green Deal Charges, as referred to and providing for such other matters as are set out in standard condition 38 (Green Deal Arrangements Agreement) of a Supply Licence, in the form approved by the Secretary of State from time to time.
Green Deal Arrangements Data	has the meaning given to it in the Master Registration Agreement <u>Retail Energy Code</u> .
Green Deal Participant	means a party to the Green Deal Arrangements Agreement or a person identified by or pursuant to the Master Registration Agreement <u>Retail Energy Code</u> or the Green Deal Arrangements Agreement as an appropriate person to receive or send Green Deal Arrangements Data.

**Master
Registration
Agreement**

means the agreement of that name that the licensee is required to maintain in force in a form approved by the Authority under standard condition 23 (Master Registration Agreement) for the purpose of providing for the matters set out in that condition.

Metering Point

means the point, determined according to the principles and guidance given at ~~Schedule 8 of the Master Registration Agreement~~ in the MRA Transition Schedule to the Retail Energy Code, at which a supply of electricity taken into or conveyed from the licensee's Distribution System:

- (a) is or is intended to be measured; or
- (b) where Metering Equipment has been removed, was or was intended to be measured; or
- (c) in the case of an Unmetered Supply, is treated as measured.

Condition 13C. Recovery of Reinforcement Costs arising in respect of Relevant Customers

13C.10 For the purposes of this condition:

Registered Metering Point

means a Metering Point that has been allocated a Metering Point Administration Number under the ~~Master Registration Agreement~~ Retail Energy Code and has been registered on the licensee's metering registration system by an Electricity Supplier.

Condition 14. Charges for Use of System and connection

14.10 Without prejudice to paragraph 14.12 and (as appropriate) paragraph 13.4 of standard condition, paragraph 13A.15 of standard condition 13A -or paragraph 13B.15 of -standard condition ~~13B-13B~~ the licensee must, before any modification of its Use of System Charging Methodology comes into effect, give the Authority a revised Use of System Charging Statement that sets out the amended charges and specifies the date from which they are to have effect.

14.24 The licensee may, within ten days after receiving the request under paragraph 14.21, provide an estimate of its reasonable costs for preparing the capacity report, and its obligation to provide the statement takes effect when the person who has made the request agrees to pay the amount estimated or such other amount as the Authority may, on the application of the licensee or that person, direct.

Condition 15A. Connection Policy and Connection Performance

15A.2 The licensee must:

- a) use all reasonable endeavours to achieve the standards of performance prescribed for the licensee:
 - (i) by the Connection Regulations; and
 - (ii) by any DG Standards specified by the Authority in a DG Standards Direction,
in every case to which each such standard applies and as may be further specified in RIGs; and
- b) without limiting the general effect of that obligation, achieve those standards of performance, calculated on a quarterly basis, in at least 90 per cent on average of all of the cases falling within each of the following groups:
 - ~~(iii)~~(i) standards of performance relating to budget estimates and quotations for metered connections (in total);
 - ~~(iv)~~(ii) all other standards of performance (in total) for metered connections; and
 - ~~(v)~~(iii) all standards of performance for unmetered connections (in total).

Condition 18. Provision of and charges for Metering Point Administration Services

Appendix 1: Schedule of Services

- A1. In accordance with paragraphs 18.1 and 18.2, the services that comprise the Metering Point Administration Services are these:
- A4. The service of providing, in a timely and efficient manner, such data contained in the register maintained in accordance with paragraph A2 as are reasonably required and requested:
 - (a) to any Electricity Supplier or its agent;
 - (b) to any person identified in the Balancing and Settlement Code as being an appropriate person to receive data for Settlement Purposes; and
 - (c) to any person identified in the ~~Master Registration Agreement~~ Retail Energy Code as being entitled to receive such data for the purpose of facilitating changes of Electricity Supplier in respect of any premises.

Condition 20. Compliance with Core Industry Documents

20.3 The licensee must be a party to and comply with:

- (a) the Balancing and Settlement Code;
- (b) the Connection and Use of System Code;
- (c) the Distribution Connection and Use of System Agreement; ~~and~~
- (d) ~~the Master Registration Agreement (Not used);~~ and
- (e) the Retail Energy Code;

from the earlier of the date on which it offers to distribute electricity or the date on which it begins to distribute electricity in Great Britain.

20.12 In this condition:

The licensee's obligation to comply with a Core Industry Document or the Fuel Security Code is an obligation to comply with the provisions of that document so far as they are applicable to the licensee.

Core Industry Document means any and all of the following:

- (a) the Balancing and Settlement Code,
- (b) the Connection and Use of System Code,
- (c) the Distribution Code,
- (d) the Distribution Connection and Use of System Agreement,
- (e) the Grid Code,
- (f) ~~Master Registration Agreement (Not used),~~
- (g) the Revenue Protection Code,
- (h) the System Operator Transmission Owner Code,
- (i) the Retail Energy Code, and
- (j) any other document designated by the Authority for the purposes of this condition following consultation with the licensee.

Fuel Security Code means the document of that name designated by the Secretary of State under section 7(4)(b) of the Act as a condition of every electricity licence of any type granted, or treated as granted, under section 6 of the Act.

Significant Code Review means a review of matters in relation to its principal objective and/or general duties (under section 3A of the Electricity Act or section 4AA of the Gas Act), statutory functions and/or relevant obligations arising under EU law, which the Authority considers are likely to relate to one or more of the documents referred to in this condition, or to which the licensee is required under this licence to be a party, and concerning which the Authority has consulted upon and issued a Notice to the parties stating that the review will constitute a Significant Code Review.

Condition 23. Master Registration Agreement Not used

Licensee's obligation

~~23.1 The licensee, in conjunction and co-operation with all other Electricity Distributors, must take all steps within its power to ensure that the Master Registration Agreement ("the MRA") in force under this licence at 31 May 2008 remains an agreement that:~~

- ~~(a) conforms to the requirements of paragraph 23.2 in respect of its contractual constitution;~~
- ~~(b) conforms to the requirements of paragraph 23.3 in respect of its contents; and~~
- ~~(c) is designed to facilitate the achievement of the Applicable MRA Objectives set out in paragraph 23.3A.~~

Constitution of the MRA

~~23.2 The MRA must be an agreement made between:~~

- ~~(a) on the one part, the licensee and all other Electricity Distributors; and~~
- ~~(b) on the other part:
 - ~~(i) all Electricity Suppliers (or their agents) that require the provision of Metering Point Administration Services from at least one Electricity Distributor; and~~
 - ~~(ii) such other persons as are, for Settlement Purposes, appropriate parties to the agreement.~~~~

Contents of the MRA

~~23.3 The MRA must comprise:~~

- ~~(a) terms for the provision of Metering Point Administration Services in accordance with the requirements of standard condition 18 (Provision of and charges for Metering Point Administration Services);~~
- ~~(b) provisions to facilitate, and procedures and practices to be followed by Electricity Suppliers in relation to, changes of Electricity Supplier in respect of any premises;~~
- ~~(c) the Data Transfer Catalogue, being a catalogue of definitions, flows, and forms of such data as may require to be transferred by or to parties to the MRA, between users of the Central Charge Database, or between any persons for Settlement Purposes or for any related purposes;~~
- ~~(d) arrangements for the modification of the MRA following consultation with the parties, or representatives of the parties, to that agreement;~~

- ~~(e) provisions (which must require the Authority's approval) by virtue of which the whole or specified parts of the MRA are not to be capable of modification without the Authority's approval;~~
- ~~(f) such other matters as are or may be appropriate for the development, maintenance, and operation of an efficient, co-ordinated, and economical system for the supply of electricity and for the purpose of facilitating competition in electricity supply; and~~
- ~~(g) provisions to facilitate, and procedures and practices to be followed in relation to, the establishment, operation, and maintenance of the Central Charge Database.~~

~~23.3A The Applicable MRA Objectives are:~~

- ~~(a) to develop, maintain and operate efficient, coordinated and economical procedures and practices to be followed in relation to changes of Electricity Supplier;~~
- ~~(b) to promote effective competition between Electricity Suppliers and their agents;~~
- ~~(c) to promote efficiency in implementing and administering the MRA arrangements;~~
- ~~(d) so far as is consistent with sub-paragraphs (a), (b) and (c), to efficiently discharge the licensee's obligations under this licence;~~
- ~~(e) to comply with the Regulation and any relevant, legally binding decision of the European Commission or the Agency for the Cooperation of Energy Regulators; and~~
- ~~(f) to facilitate, so far as is consistent with sub-paragraphs (a) to (e), the maintenance and operation of an accessible, efficient, coordinated and economical system for the Green Deal.~~

~~23.4. NOT USED~~

~~23.5 The arrangements referred to in paragraph 23.3(d) must provide:~~

- ~~(a) for proposals for the modification of the MRA to be made by the Authority (in relation only to modifications which fall within the scope of paragraph 23.6D);~~
- ~~(b) for modification proposals made by the Authority or the licensee in accordance with paragraphs 23.5(a) and 23.5(c)(i) respectively:

 - ~~(i) to be accepted into the MRA modification procedures by the panel;~~
 - ~~(ii) where they are raised by the licensee, not to be withdrawn without the Authority's prior consent; and~~
 - ~~(iii) to proceed in accordance with paragraph 23.5(c);~~~~
- ~~(c) for compliance by the licensee and (where applicable) the panel with any direction(s) issued by the Authority under this paragraph setting and/or~~

~~amending a timetable (in relation to a modification proposal which falls within the scope of paragraph 23.6D) for the;~~

- ~~(i) licensee to raise a modification proposal; and/or~~
- ~~(ii) completion of each of the procedural steps outlined in the direction, to the extent that they are relevant; and/or~~
- ~~(iii) implementation of a modification.~~
- ~~(d) for parties to the MRA, and any such other persons as may be specified in the code, to appeal against any decision to implement or reject a proposed modification of the MRA, which does not require the Authority's approval, to the Authority for determination;~~
- ~~(e) for a modification report to be prepared in such manner and with all such contents as specified in the MRA, which shall include an assessment of the proposed modification in reference to whether, and if so how, it would better facilitate achieving the Applicable MRA Objectives and a detailed explanation of the reasons for that assessment;~~
- ~~(f) where the proposed modification requires Authority approval in accordance with the provisions of the MRA, for the revision and resubmission of the modification report upon, and in accordance with, a direction issued to the panel by the Authority where the Authority determines that it cannot properly form an opinion on the approval of the modification proposal;~~
- ~~(g) without prejudice to paragraph 23.6B, that proposals for the modification of the MRA falling within the scope of a Significant Code Review may not be made during the Significant Code Review Phase, except:~~
 - ~~(i) where the Authority determines that the modification proposal may be made, having taken into account (among other things) the urgency of the subject matter of the proposal; or~~
 - ~~(ii) at the direction of, or by, the Authority;~~
- ~~(h) that, where a modification proposal is made during a Significant Code Review Phase, the panel shall:~~
 - ~~(i) unless exempted by the Authority, notify the Authority as soon as practicable of:
 - ~~1. any representations received in relation to the relevance of the Significant Code Review; and~~
 - ~~2. the panel's assessment of whether the proposal falls within the scope of the Significant Code Review and its reasons for that assessment; and~~~~
 - ~~(ii) if the Authority so directs, not proceed with the modification proposal until the Significant Code Review Phase has ended; and~~
- ~~(i) that where an appeal has been raised in respect of a modification proposal in accordance with sub paragraph (d), that modification proposal shall be treated in accordance with any decision and/or direction of the Authority following that appeal.~~

~~(j) — for modification proposals raised in accordance with paragraph 23.6(a), or by the Authority under paragraph 23.5(a) and which fall within the scope of paragraph 23.6D(b), and any alternatives to be withdrawn where the Authority so directs. Such a direction (a “backstop direction”), shall cause the Significant Code Review Phase to recommence.~~

~~23.6 — If, within twenty eight (28) days after the Authority has published its Significant Code Review conclusions, the Authority issues to the licensee:~~

- ~~(a) — the Authority issues Directions to the licensee, the licensee must comply with those Directions and must treat the Significant Code Review Phase as ended;~~
- ~~(b) — the Authority issues to the licensee a statement that no Directions under sub-paragraph (a) will be issued in relation to the MRA, the licensee must treat the Significant Code Review Phase as ended;~~
- ~~(ba) — the Authority raises a modification proposal in accordance with paragraph 23.5(a), the licensee must treat the Significant Code Review Phase as ended;~~
- ~~(bb) — the Authority issues a statement that it will continue work on the Significant Code Review, the licensee must treat the Significant Code Review Phase as continuing until it is brought to an end in accordance with paragraph 23.6A;~~
- ~~(c) — neither Directions under sub-paragraph (a) nor a statement under sub-paragraph (b) or (bb) have been issued, nor a modification proposal under sub-paragraph (ba) has been made, the Significant Code Review Phase will be deemed to have ended.~~

~~The Authority's published conclusions and Directions to the licensee will not fetter any voting rights of MRA parties or members of the panel, or the procedures informing the modification report described at sub-paragraph 23.5(e).~~

~~23.6A — Where the Authority issues a statement under paragraph 23.6(bb) and/or a direction in accordance with sub-paragraph 23.5(j), the Significant Code Review Phase will be deemed to have ended when:~~

- ~~(a) — the Authority issues a statement that the Significant Code Review Phase has ended;~~
- ~~(b) — one of the circumstances in sub-paragraphs 23.6(a) or (ba) occurs (irrespective of whether such circumstance occurs within twenty eight (28) days after the Authority has published its Significant Code Review conclusions); or~~
- ~~(c) — the Authority makes a decision consenting, or otherwise, to the modification of the MRA following the panel's submission of its report under sub-paragraph 23.6C(a).~~

~~23.6B — The arrangements for the modification of the MRA must provide that, where the Authority has issued a statement in accordance with sub-paragraph 23.6(bb) and/or a direction in accordance with sub-paragraph 23.5(j), the Authority may submit a modification proposal for a modification falling within the scope of paragraph 23.6D(b) to the panel.~~

~~23.6C — The arrangements for the modification of the MRA must provide, where the Authority submits a Significant Code Review modification proposal to the panel in accordance with paragraph 23.6B:~~

- ~~(a) for a modification report to be prepared in such manner and with all such contents as specified in the MRA, which shall include an assessment of the proposed modification in reference to whether, and if so how, it would better facilitate achieving the Applicable MRA Objectives and a detailed explanation of the reasons for that assessment; and~~
- ~~(b) for the revision and resubmission of the modification report upon, and in accordance with, a direction issued to the panel by the Authority where the Authority determines that it cannot properly form an opinion on the approval of the modification proposal.~~

~~The Authority's published conclusions and modification proposal will not fetter any voting rights of MRA parties or members of the panel, or the procedures informing the modification report described at sub-paragraph 23.6C(a).~~

~~23.6D Modification proposals fall within the scope of this paragraph where:~~

- ~~(a) the Authority reasonably considers the modifications are necessary to comply with or implement the Regulation and/or any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators; and/or~~
- ~~(b) the modification proposal is in respect of a Significant Code Review.~~

~~23.7 The MRA must provide for:~~

- ~~— (a) a panel body, as specified in the MRA (the "panel") whose functions must include the matters required by this condition and as set out in the MRA; and,~~
- ~~— (b) a secretarial or administrative person or body, as specified in the MRA, to perform the role of code administrator (the "code administrator"). In addition to any powers, duties or functions set out in the MRA, the code administrator must:~~
 - ~~(i) together with other code administrators, publish, review, and (where appropriate) amend from time to time the Code of Practice approved by the Authority (any amendments to the Code of Practice are to be approved by the Authority);~~
 - ~~(ii) facilitate the procedures for making a modification to the MRA;~~
 - ~~(iii) have regard to, and in particular (to the extent relevant) be consistent with the principles contained in, the Code of Practice; and~~
 - ~~(iv) provide assistance, insofar as is reasonably practicable and on reasonable request, to parties (including, in particular, Small Participants) and, to the extent relevant, consumer representatives that request the code administrator's assistance in relation to the MRA including, but not limited to, assistance with:~~
 - ~~— drafting a modification proposal;~~
 - ~~— understanding the operation of the MRA;~~
 - ~~— their involvement in, and representation during, the modification procedure processes (including but not limited to code panel and/or workgroup meetings);~~
 - ~~— accessing information relating to modification proposals and/or modifications.~~

~~23.8 Eligible grounds for appeal under the provisions referred to in sub-paragraph 23.5(d) shall be that, in the opinion of the Authority:~~

~~(a) (i) the appealing party is likely to be unfairly prejudiced by the implementation or non-implementation of that modification proposal; or~~

~~(ii) the appeal is on the grounds that:~~

~~1. in the case of implementation, the modification proposal may not better facilitate the achievement of at least one of the Applicable MRA Objectives; or~~

~~2. in the case of non-implementation, the modification may better facilitate the achievement of at least one of the Applicable MRA Objectives; and~~

~~(b) the appeal is not brought for reasons that are trivial or vexatious, nor does the appeal have no reasonable prospect of success.~~

~~23.9 The procedures for the modification of the MRA must provide that recommendations or decisions for or against the implementation of a modification proposal shall be made with regard to whether that modification would, as compared with the existing provisions of the MRA, better enable the MRA to achieve the Applicable MRA Objectives.~~

~~23.10 The procedures for the modification of the MRA must be consistent with the principles set out in the Code of Practice, to the extent that they are relevant.~~

~~23.11. Without prejudice to any rights of approval, veto or direction the Authority may have, the licensee must use its best endeavours to ensure that procedures are in place that facilitate its compliance with the requirements of this condition including, but not limited to, modifying the MRA where necessary no later than 31 March 2017.~~

Interpretation

~~23.12 For the purposes of this condition:~~

Code of Practice means the Code Administration Code of Practice approved by the Authority and:

~~(a) developed and maintained by the code administrators in existence from time to time;~~

~~(b) amended subject to the Authority's approval from time to time; and~~

~~(c) re-published from time to time.~~

Directions means, in the context of sub-paragraph 23.6(a), Direction(s) issued following publication of Significant Code Review conclusions, which will contain:

~~(a) instructions to the licensee to make (and not withdraw, without the Authority's prior consent) a modification proposal;~~

~~(b) the timetable for the licensee to comply with the Authority's Direction(s); and~~

~~(c) the Authority's reasons for its Direction(s).~~

“Significant Code Review” means a review of one or more matters which the Authority considers likely to:

- (a) relate to the MRA (either on its own or in conjunction with any other industry code(s)); and
 - (b) be of particular significance in relation to its principal objective and/or general duties (under section 3A of the Act), statutory functions and/or relevant obligations arising under Retained EU Law;
- and concerning which the Authority has issued a notice to the MRA parties (among others, as appropriate) stating:
- (i) that the review will constitute a Significant Code Review;
 - (ii) the start date of the Significant Code Review; and
 - (iii) the matters that will fall within the scope of the review.

Significant Code Review Phase means the period

- (a) commencing either:
 - (i) on the start date of a Significant Code Review as stated by the Authority; or,
 - (ii) on the date the Authority makes a direction under sub-paragraph 23.5(j) (a “backstop direction”);
- and
- (b) ending either:
 - (i) on the date on which the Authority issues a statement under sub-paragraph 23.6(b) that no Directions will be issued in relation to the MRA; or
 - (ii) if no statement is made under sub-paragraph 23.6(b) or (bb), on the date on which the licensee has made a modification proposal in accordance with Directions issued by the Authority under sub-paragraph 23.6(a), or the Authority makes a modification proposal under paragraph 23.6(ba); or
 - (iii) immediately under sub-paragraph 23.6(c), if neither a statement, a modification proposal nor Directions are made by the Authority within (and including) twenty eight (28) days from the Authority’s publication of its Significant Code Review conclusions; or
 - (iv) if a statement has been made under paragraph 23.6(bb) or a direction has been made under paragraph 23.5(j) (a “backstop direction”), on the date specified in accordance with paragraph 23.6A.

Small Participant means

- (a) a supplier, distributor, or new entrant to the electricity market in Great Britain that can demonstrate to the code administrator that it is resource-constrained and, therefore, in particular need of assistance;
- (b) any other participant or class of participant that the code administrator considers to be in particular need of assistance; and

- ~~(c) a participant or class of participant that the Authority has notified the code administrator as being in particular need of assistance.~~

Condition 34. Requirement to offer terms for the provision of Legacy Metering Equipment

34.9 This paragraph applies where, in relation to any Metering Point within the licensee's Distribution Services Area, a person (including, if that person is a company, an affiliate or a related undertaking of the company) who is party to an agreement with the licensee for the service of providing Legacy Metering Equipment under this condition appoints, in accordance with the provisions of the ~~Master Registration Agreement~~ Retail Energy Code, a provider of Metering Equipment other than the licensee.

Condition 35. Requirement to offer terms for the provision of Data Services

35.1 This condition sets out the licensee's obligations relating to the provision of Data Services.

~~Services that comprise Data Services~~

35.2 ~~(Not used). For the purposes of this licence, Data Services comprise:~~

- ~~—— (a) Metering Point Administration Services provided under and in accordance with the provisions of the Master Registration Agreement; and~~
- ~~—— (b) Data Transfer Services provided by the Data Transfer Service.~~

Licensee's obligations

35.3 On application made by any person, the licensee must (subject to paragraph 35.9), except with the consent of the Authority, offer to enter into an agreement for the provision within its Distribution Services Area of Metering Point Administration Services under and in accordance with the provisions of the ~~Master Registration Agreement~~ Retail Energy Code and the Balancing and Settlement Code.

Condition 37. Provision of the Data Transfer Service

Purposes of the data transfers

37.4 The purposes to which paragraph 37.3 refers in relation to the electronic data transfers specified under that paragraph are these:

- (a) to meet obligations with respect to the transfer of data for Settlement Purposes;
- (b) to communicate Electricity Meter reading data and Electricity Meter standing data;

- (c) to facilitate the provision of Metering Point Administration Services;
- (d) to communicate Use of System information;
- (e) to fulfil such other requirements relating to the transfer of data as may be essential for the supply of electricity to Customers and compliance by Electricity Suppliers with the ~~Master Registration Agreement~~ Retail Energy Code; and
- (f) to communicate Green Deal Arrangements Data.

Compliance with ~~Data Transfer Catalogue~~ Specification

37.5 The Data Transfer Service must, where relevant, transmit data in a form that complies with the provisions of the ~~Data Transfer Catalogue~~ Specification.

Schedule 2 – Relevant licence holders

Eastern Power Networks Plc
Eclipse Power Networks Limited
Electricity North West Limited
Energy Assets Networks Limited
ESP Electricity Limited
Forbury Assets Limited
Fulcrum Electricity Assets Limited
Harlaxton Energy Networks Limited
Independent Power Networks Limited
Indigo Power Limited
Last Mile Electricity Limited
Leep Electricity Networks Limited
London Power Networks Plc
Murphy Power Distribution Limited
Northern Powergrid (Northeast) Limited
Northern Powergrid (Yorkshire) Plc
Scottish Hydro Electric Power Distribution
Plc
South Eastern Power Networks Plc
Southern Electric Power Distribution Plc
SP Distribution Plc
SP Manweb Plc
The Electricity Network Company Limited
UK Power Distribution Limited
Utility Assets Limited
Vattenfall Networks Limited
Western Power Distribution (East Midlands)
Plc
Western Power Distribution (South Wales)
Plc
Western Power Distribution (South West)
Plc
Western Power Distribution (West Midlands)
Plc