

SPAA Metering Schedules Group

1) At a meeting of the Gas Industry Governance Group on the 13th June 2002, it was agreed to set up a work group to develop governance requirements for inclusion within the SPAA once the RGMA baseline that has been developed by the industry to support metering competition is implemented.

2) The group was open to nominated Gas Industry Governance Group attendees and consisted of:

Steve Rose - npower (Chair)
Steve Briggs - BGT
Stuart Fowler - Powergen
Martin Brandt - Scottish & Southern Energy
Anne Jackson - V is On

3) The group had the following terms of reference which were agreed by the Gas Forum Executive on the 19th June 2002.

- i) Review the RGMA baseline document to establish which elements of the processes and dataflows require governance under the SPAA.
- ii) Develop a series of schedules covering where necessary:
 - Supplier to MAM communications
 - MAM to MAM communications
 - Supplier to Supplier communications
 - Supplier to Shipper communications
- iii) Recommend timescales associated with communications for each of the above schedules.
- iv) Recommend whether compliance with a schedule should be on a mandatory, voluntary or elective basis.
- v) Take account of any changes to the RGMA baseline in the above schedules.
- vi) Make recommendations on how the RGMA baseline processes, dataflows and market domain data should be maintained once implemented.
- vii) Make recommendations on how metering data quality is to be maintained following RGMA baseline implementation.

4) The information below provides some initial background to the RGMA baseline and then goes on to address the governance requirements the group considers appropriate to ensure interoperability and maintenance of data quality. It then recommends the approach SPAA should take to liquidated damages and comments on migrating the baseline in to the SPAA, and change control to the baseline post go live. Finally it makes recommendations on how metering issues should be dealt with in the event of an erroneous transfer, which whilst not included within the original terms of reference, was an issue IMSIF tasked the group to look at.

5) Governance requirements are highlighted in bold as they occur, and are summarised at the end of the paper. The group recommends that all the governance requirements should be mandatory.

Background to the RGMA Baseline

1) The RGMA baseline was produced by the gas industry to support introduction of competition in the provision of metering services.

2) It consists of two separate documents; the RGMA Processes and Data document and the Appendix document both as amended. These documents are expected to become schedules to the Supply Point Administration Agreement in due course.

3) The RGMA baseline includes a set of processes and transaction formats to facilitate the efficient exchange of data between the following principal market participants (as defined in the glossary of the RGMA baseline) whilst undertaking meter works, appointment and de-appointment of metering agents and the provision of information relating to meter assets:

- Supplier
- Shipper
- GT
- MAM

4) It also includes the roles of Consumer and Gas Act Owner as market participants. However, these are included more for completeness in describing the processes as opposed to them having a direct role in the exchange of transactions included in the document.

5) The objective of the RGMA baseline is to facilitate competition by defining the processes and transaction formats the principal market participants will be required to follow, thus ensuring a common standard of data exchange between market participants.

6) The processes defined in the RGMA baseline (chapters 2 – 11) highlight the steps and data flows that must be followed by all market participants to ensure meter work and change of meter assets is undertaken effectively in a competitive market environment.

Market participants must ensure that they comply with the processes as defined in the RGMA baseline document. Failure to do so could have a significant detrimental effect on the execution of meter works, the change of supplier process and the quality of metering data, which could cause material disadvantage to a market participant and significant inconvenience to consumers.

7) The transactions defined in the RGMA baseline (Chapter 15) represent common file formats market participants should use to communicate with other market participants under the RGMA baseline processes.

8) Each transaction is made up of a series of mandatory and optional datasets, and some of the optional datasets within a transaction have rules associated with when they should be included. If the rule in question is applicable under the circumstances of the process, these optional datasets become mandatory within the transaction.

9) Each dataset is made up of a series of mandatory and optional data attributes. Some of the optional data attributes within a dataset have rules associated with when they should be included. To the extent an optional data attribute has rules associated with it which can be validated by a system (e.g. where the presence of a particular data attribute requires a further data attribute to be included), the data attribute is described as conditional, otherwise it is described as optional. If the rule in question applies, these conditional and/or optional data attributes become mandatory within the dataset.

10) The format of all data attributes referred to in the RGMA baseline are defined in the RGMA Data Dictionary (Appendix D.2).

Market participants must ensure that when using a data attribute in a transaction its format complies with the RGMA baseline document.

11) Certain data attributes are required to be commonly used by market participants, and these are defined as Market Domain Data attributes (MDD) under the RGMA baseline (Appendix E). MDD have pre-defined values associated with them which will need to be maintained to reflect changing circumstances (e.g. new suppliers entering the market and new meter types being introduced). Where a MDD attribute is included in a dataset, the value code recorded against each MDD attribute that is appropriate to the circumstances shall be used.

12) Other attributes can be structured within the format defined for that attribute by agreement between contracting market participants (e.g. job reference).

13) Where market participants send transactions to each other electronically in files, these files must have a header, one or more transactions and a trailer.

The structure of the file header and trailer are specified in the RGMA baseline and these are mandatory for all market participants when sending files electronically.

Electronic files also use character sets and delimiters to segregate data included within the file.

Appendix G of the RGMA baseline defines the delimiters and character sets used within files, and market participants must ensure that files they send to other market participants electronically are structured in this way.

The RGMA baseline does not mandate the data transfer mechanism market participants shall use to pass data between themselves and subject to agreement between market participants, data can be sent electronically, by e-mail or by facsimile.

Supplier Governance Requirements

1) In order to ensure that interoperability is not compromised, and supply competition is not adversely affected, there is a need for certain obligations to be placed directly on suppliers with respect to how they exchange data with other market participants.

2) Also, in order to ensure that parties who are not signatories to SPAA do not compromise interoperability or adversely affect supply competition, it is necessary for suppliers to include specific conditions in their contracts with shippers and/or MAMs.

3) Any market participant may by mutual agreement exchange data with any other market participant in a format or structure different to that specified in the RGMA baseline. However, this must not compromise his ability to issue or receive accurate data to or from any other market participant in accordance with the RGMA baseline.

4) However, where the MAM appointed by a supplier is required to communicate with a MAM appointed by another supplier, it is essential that this be done in a uniform manner. Hence the file formats and structure specified in the RGMA baseline must be adhered to unless mutually agreed otherwise by the parties.

Whenever a supplier uses any of the RGMA baseline transactions, or places obligations on his MAM and/or shipper to use these transactions when communicating with him, or with other market participants, the transactions should include as a minimum all mandatory datasets (and optional datasets which become mandatory by virtue of a rule) . Similarly, as a minimum, all mandatory and conditional data attributes must be included within each dataset.

5) Suppliers shall be responsible for their MAMs performance within the requirements of the RGMA baseline.

In the event a supplier does not comply with any requirement of the RGMA baseline as a result of a failure of his MAM and/or shipper to carry out requirements placed upon them by the supplier, the supplier shall use all reasonable endeavours to rectify the said failure, and shall be responsible for the consequences of any breach arising from such failure.

6) Suppliers shall not expressly act in a manner, or include terms within commercial agreements with their MAMs and/or shippers which are likely to hinder or unduly delay a consumer changing to another supplier, or which materially discriminate against another supplier or MAM.

7) Suppliers shall use all reasonable endeavours to ensure that a MAM is appointed for the entire period during which they supply gas to a consumer at a site via a meter asset.

8) Suppliers shall use reasonable endeavours to issue an appointment request to their MAM (whether they be a new MAM or the existing MAM) within a timeframe sufficient to ensure that they have a MAM appointed to the meter asset by the supply start date.

9) When a supplier takes over supply to a metering asset, or where there is a change to the MAM and/or Gas Act owner at a metering asset they supply, suppliers will be required to notify the GT (via their shipper) of the MAM and/or Gas Act owner within 2 business days of this becoming effective or them becoming aware of this. Suppliers shall on a monthly basis by GT report the number of instances where they have received incorrect MAM and/or Gas Act owner details. This report will be broken down by supplier and be in a standard format defined by SPAA.

10) Suppliers must ensure that when they appoint a MAM to act on their behalf, the following specific obligations are placed on that MAM.

- a) **When a MAM sends any of the response transactions, RNAGE, RRDET, RNDET or RRQUO to the supplier or to another MAM (as the case may be) it should be sent within 1 business day of receipt of the corresponding originating transaction.**

This requirement applies regardless of whether the principal purpose of the response transaction being sent is to identify an exception in the originating transaction, or to acknowledge and reply accordingly to the originating request/notification.

MAMs shall be required to report the extent to which they meet this requirement on a monthly basis (in a standard format defined by SPAA) to their suppliers, who shall forward this report to SPAA.

In the event the MAM is advised of an obvious error associated with a file by the originating party (e.g. a file that has been sent to the wrong party) and told not to respond or process it, or identifies what appears to be an obvious error and confirms this is such with the originating party, this requirement can be dis-applied. Such instances shall be excluded from the monthly report MAMs are required to provide, as described immediately above.

- b) **In the event there is intended to be a transfer of metering assets from one MAM to another, MAMs must be able to accept ORDET/RNDET transactions from and send ONDET/RRDET transactions to other MAMs.**
- c) **When in the role of new MAM under the RGMA baseline process for change of supplier the new MAM must, within 1 business day of receiving an appointment request from the new supplier or in any event no later than 3 business days before the date the MAM appointment is due to take effect, send an ORDET transaction to the old MAM except where the new MAM and old MAM are one and the same (in which case the transaction is not required) or where the appointment request is rejected. MAMs shall be required to report the extent to which they meet this requirement on a monthly basis (in a standard format defined by SPAA) to their suppliers, who shall forward this report to SPAA.**
- d) **When in the role of old MAM under the RGMA baseline process for change of supplier, the old MAM must send an ONDET transaction to the new MAM within 1 business day of receiving the ORDET transaction from the new MAM, regardless of whether they have been de-appointed by their supplier or not. MAMs shall be required to report the extent to which they meet this requirement on a monthly basis (in a standard format defined by SPAA) to their suppliers, who shall forward this report to SPAA.**
- e) **Suppliers shall ensure that appointed MAMs who act on their behalf are fully aware of their obligations under the Gas Meters (Information on Connection and Disconnection) Regulations 1996 to notify the supplier, or when the supplier is not known the GT, prior to commencing meter works.**
- f) **Suppliers shall ensure that when MAMs undertake prepayment meter exchanges on their behalf, any debit or credit balance that was recorded on the old prepayment meter is transferred across to the new replacement prepayment meter in its entirety. In the event a prepayment meter is exchanged for a credit meter, or removed and not replaced, the MAM shall inform the supplier of any debit or credit balance that was recorded on the old prepayment meter. The MAM must be able to provide supporting evidence of the debit or credit balance that existed on the old prepayment meter for up to 90 days of the exchange, in the event the consumer disputes the correctness of the balance transfer with the supplier.**
- g) **Suppliers shall ensure that when MAMs undertake credit meter exchanges on their behalf, the MAM shall inform them of the meter reading of the old meter at the point of exchange. The MAM must be able to provide an auditable record of this meter reading for up to 90 days of the exchange, in the event the consumer disputes the correctness of the accuracy of this figure with the supplier.**

Data Quality, Validation and Maintenance

- 1) Metering competition could lead to a marked deterioration in metering data quality, which in turn could compromise interoperability and adversely impact supply competition.
- 2) In order to mitigate against this happening, there is a need for certain obligations to be placed directly on suppliers concerning their responsibilities for ensuring accurate data is passed efficiently by them to other market participants.
- 3) Also, in order to ensure that parties who are not signatories to SPAA do not compromise interoperability or adversely affect supply competition, it is necessary for suppliers to include specific conditions in their contracts with Shippers and/or MAMs, concerning their responsibilities for ensuring that accurate data is also passed efficiently by them.
- 4) The MDIG has developed a matrix which defines which market participant is the owner of each data attribute within a dataset. This will be used to determine issues surrounding data and maintenance in the Transco MAM Manual and Metering Contracts, and is expected to be incorporated into the RGMA baseline in due course. The market participant defined as the owner is ultimately responsible for determining and maintaining the accuracy of that data attribute and in the event of a discrepancy, a data owner will ultimately decide what the value of a data attribute should be.
- 5) In certain cases all the data attributes within a dataset are owned by a particular market participant and in such cases the dataset itself is owned by the market participant.
- 6) Where the RGMA baseline specifies the originator as the owner of a data attribute within a dataset, or the dataset itself, the market participant that owns the data attribute or dataset is the party sending the data (as in the case of the header and trailer datasets).
- 7) Some data attributes or datasets are owned by different market participants dependent on where they are used. For example the record identifier data attribute is owned by the MAM when used within the asset dataset but by the supplier when used in the appointment dataset, and the address dataset is owned by the GT when defining the meter point address and the supplier when defining the consumers address.
- 8) In defining governance requirements around data quality and maintenance, it is important to make a distinction between information which is inaccurate and information which is invalid.

Invalid information in relation to data attributes and/or datasets is that which fails to comply with the RGMA Data Dictionary, or the rules surrounding whether a data attribute and/or dataset is mandatory or conditional. Such invalid information may be rejected by a market participant as a result of data validation they undertake on transactions they receive from other market participants.

Inaccurate information in relation to data attributes and/or datasets in most cases is that which is held by a market participant but which does not reflect the reality of the situation.
- 9) The extent to which contracting market participants validate files passed between them and raise exceptions against invalid and/or inaccurate information within a file is a matter for agreement between themselves providing this is not detrimental to the onward transmission and processing of those files by other relevant market participants .
- 10) However, when acting as the receiving party market participants should undertake a level of validation sufficient to ensure that invalid and/or inaccurate information, which prevents a process being undertaken, or data being acted upon, is wherever possible, identified up front and communicated back to the sending party with sufficient clarity for them to identify where the error lies.**

11) The RGMA baseline provides for data validation, with exceptions capable of being identified at file level, transaction level, dataset level and data attribute level.

In the event market participants do validate files passed at whatever level, they will be required to identify exceptions within a file using the response codes set out in the RGMA baseline (unless mutually agreed otherwise).

12) Appendix F of the RGMA baseline specifies the Market Domain Values used for response codes in both generic and specific form. Generic response codes (e.g. invalid value) can be used to highlight generic exceptions that have been identified at any of the different levels of data validation. Specific response codes (e.g. meter reading not within tolerance) can be used to highlight exceptions relating to specific exceptions that have been identified at a certain level of data validation (e.g. data attribute).

13) The owner of a data attribute, or dataset, is responsible for ensuring they hold valid and accurate information in relation to that data attribute and/or dataset, and that they send valid and accurate information to other market participants in a timely manner.

14) If a supplier becomes aware of changes to information relating to data attributes and/or datasets for which they are the owner, the supplier shall update their information accordingly and send the update to other relevant market participants as soon as reasonably possible.

15) If a supplier receives changes to information relating to data attributes and /or datasets from the owner, the supplier shall update their records accordingly and send the updated information to other relevant market participants as soon as reasonably possible.

16) In the event the supplier has reasonable grounds for assuming such information to be inaccurate or invalid, the supplier shall use their reasonable endeavours to query the changed information with the owner in a timely manner, and shall not update their records and or send the updated information to other relevant market participants until the query has been resolved.

In the event the owner responds stating that the information being queried is indeed correct or does not respond to such a query in a timely manner,, the supplier shall then update their records accordingly and sending the updated information to other relevant market participants as soon as reasonably possible.

However, if the supplier still believes the information being queried is invalid or inaccurate, the supplier shall raise the issue through the SPAA escalation process for resolution. In the event this results in the information being queried changing, the supplier shall update their records accordingly and send an update of the correct information to other relevant market participants.

17) Where suppliers have sent datasets to other market participants which have been rejected they shall use their reasonable endeavours to ensure appropriate corrective action is taken to resolve the reason for the rejection.

18) Suppliers must also ensure that when they appoint a MAM to act on their behalf, the same obligations that are placed on the supplier with regard to holding, receiving and changing information relating to data attributes and/or datasets are applied to the MAM mutatis mutandi.

19) Suppliers shall be expected to provide for how invalid and inaccurate information is handled in their agreements with Shippers, MAMs and GTs which could include, amongst other things, service level agreements, operational procedures for investigating data discrepancies and liquidated damages.

20) Suppliers must ensure that when they appoint a MAM to act on their behalf, there is an obligation placed on that MAM to be able to accept ONUPD transactions from other MAMs and/or send ONUPD transactions to other MAMs if so required.

21) Because suppliers are in a position now to appoint MAM's other than Transco MAM, at the point in time when the baseline goes live some suppliers will have already appointed independent MAM's who will have installed non regulated meter assets at consumers premises.

Prior to the baseline going live it is only possible to record the fact that a MAM appointed to meter asset is not Transco MAM, not who the actual MAM is. Nor is it possible to record the Gas Act owner for the meter asset.

At go live therefore the MAM identifier and Gas Act owner associated with non Transco meter assets will default to unknown.

Suppliers shall be obliged to ensure that where they have appointed a MAM other than Transco MAM to provide a meter, they shall within one week of the go live date update the MAM identifier and Gas Act owner recorded against that meter with accurate and valid information.

Liquidated Damages

- 1) In order to ensure the change of supplier process and data accuracy is not compromised it may be appropriate for SPAA to establish service levels against a number of governance requirements which suppliers are required to meet.
- 2) The governance requirements SPAA may wish to define service levels against are Supplier Governance Requirements 6, 12a, 12c and 12d (as shown in the Summary of Governance Requirements below), which correspond to those suppliers are required to report on.
- 3) The consequence of any one supplier not meeting a defined service level is likely to be that other suppliers will be disadvantaged and SPAA may consider it appropriate therefore to define liquidated damages which should be paid by failing suppliers.
- 4) In the event SPAA decides that service levels and damages are appropriate, the SPAA service provider shall be responsible for
 - receiving and chasing the monthly reporting information from suppliers
 - calculating suppliers performance against the agreed service levels
 - calculating if any damages are owed or due for each relevant supplier
 - maintaining damages accounts for all relevant suppliers
 - collecting and re-distributing damages across the supplier community.
- 5) SPAA will need to undertake further discussion on the issues of service levels and damages before liquidated damages can be introduced, in particular regarding:
 - the service levels that are appropriate
 - the timeframe over which service levels should set (e.g. monthly, annually)
 - the point in time where service levels should be introduced (e.g. from day one, post go live)
 - the level of damages
 - how damages are apportioned (to all suppliers by market share, only to performing suppliers)
 - whether damages should be applied if all suppliers are failing
 - whether damages should be subject to thresholds (e.g. number of transaction, size of supplier)
 - whether damages are appropriate to suppliers in all market sectors

Migrating the RGMA Baseline into SPAA

- 1) The RGMA baseline has been produced and developed by various industry groups consisting of all the principal market participants described above. As a consequence the document includes background as to why decisions have been taken, explanation on why data items have been included and assumptions that have been made in designing dataflows and processes.
- 2) As the document forms the basis for the industry to develop systems and processes to achieve implementation of metering competition in a consistent manner so as to allow for inter operability, it is important it is maintained in its current whole form up until go live and for some time afterwards.
- 3) The group is of the opinion therefore that the RGMA baseline should be adopted as an appendix to the SPAA and for the governance requirements within SPAA to cross refer to this appendix.
- 4) However, once it becomes apparent that the systems, contracts and dataflows developed by market participants to support implementation have the collective effect of ensuring all market participants comply with the RGMA baseline, some elements of the RGMA baseline may at this point be deemed redundant and it may be more appropriate to strip it down into its core components.
- 5) The core components (hereinafter referred to as the core baseline) are expected to comprise the processes described in chapters 2 – 11, the transaction formats in chapter 15 and most of the entity and attribute definitions included in the Appendix. However, it is possible that other elements of the document will, on further reflection, prove to be core.
- 6) Exactly how this work is undertaken requires further debate, but the potential options could include:
 - i) IMSIF setting up an expert group to review the document and propose changes
 - ii) the RGMA Change Control Board reviewing the document and proposing changes
 - iii) Ofgem employing a technical author to review the document and propose changes
 - iv) SPAA Ltd instructing their service provider to review the document and propose changes
 - v) leaving the document as it is and requesting SPAA's lawyers to propose how it could best be incorporated into the SPAA

or some combination of the above. Depending on which option is pursued, the necessary change request to sanction the core baseline and its migration into the SPAA would then need to be agreed through the RGMA Change Control Board and/or the SPAA change process.

Changes to the RGMA Baseline post go live

- 1) The main impetus for suppliers agreeing to establish the SPAA, was the recognition that stronger governance arrangements were required to ensure inter-operability was maintained once metering competition took effect, and to maintain the RGMA baseline in a professional and co-ordinated manner.
- 2) It was generally expected therefore that the core baseline would be included in the SPAA at go live so as to provide a direct link between specific requirements being placed on suppliers to support metering competition and the RGMA baseline itself under one governing body.
- 3) In order to ensure inter-operability in a competitive metering environment, and to avoid any adverse impact on supply competition, governance arrangements need to ensure that all market participants comply with the core baseline.
- 4) The RGMA baseline is based on the supplier hub principle, and because of this suppliers will be expected to impose certain contractual requirements on their agents (shipper & MAM) to ensure they comply with the RGMA baseline.
- 5) The SPAA has a change control process built into the framework of the agreement which defines the process by which changes are raised, evaluated, voted on and appealed. This procedure could be followed for any changes suppliers may propose to the governance requirements within the SPAA Metering Schedules or the core baseline itself post go live.
- 6) In deciding whether to vote in favour of a change proposal, suppliers would therefore be expected to take account of the views of their MAMs and shippers in reaching their decision. In the event they do not, they expose themselves to the possibility of a change being agreed which would place obligations on their MAM and/or shipper to change their systems/processes, and if the MAM/shipper was not prepared to make such changes, the supplier himself may be in breach.
- 7) The supplier hub principle upon which the RGMA baseline is based needs, to take due account of Transco's position in their role of MAM and GT.
- 8) Due to their dominant position and their decision not to sell regulated meter assets, all suppliers will be required to contract with Transco MAM from day one. Suppliers are in the process of collectively negotiating metering contracts and the terms of the MAM manual that will be put in place with Transco MAM to support compliance with the RGMA baseline at go live. However, post go live suppliers may find it difficult to make changes to the RGMA baseline which impact on Transco MAM systems without their agreement. Transco MAM have also expressed concern that if contracts with suppliers require them to comply with the RGMA baseline, any changes made to the baseline may impose obligations and costs on them which were not considered under the price control regime they operate under.
- 9) Transco GT also have a dominant position and are allowed to contract only with shippers. Most large suppliers now self ship, and so suppliers shipper representatives have been discussing with Transco GT (within the UK link Committee) dataflow changes and additions to support metering competition and Transco business separation at go live. However, post go live suppliers may find it difficult to make changes to the RGMA baseline which impact on Transco GT systems without their agreement, and if they do, suppliers who don't self ship would put their shipper in a difficult position.
- 10) Transco GT and other IGT's are currently considering whether they wish to participate in the SPAA, in much the same way as DNO's do under the MRA. In the event Transco GT were to be a party to the SPAA within a transporter constituency, this would give them a direct representation with regard to changes to the baseline.
- 11) It might also address Transco MAM's concerns about not being adequately represented with regards to changes to the baseline, as Transco GT could be deemed to be representing the interests of Transco MAM who act as a service provider to them in fulfilling their obligations under their transportation licence.

12) It is important to ensure that all market participants interests with regard to future changes to the baseline are properly accounted for. However the group decided it would be sensible to address this issue once Ofgem's forthcoming consultation on SPAA and Gas Governance has concluded. At this point transporters should also have expressed intentions with regard to SPAA participation and it would be appropriate for the group to re-convene then to consider how best this could be resolved.

Erroneous Transfers and Meter Unbundling

- 1) Metering competition adds another dimension to the issue of how erroneous transfers are resolved as the supplier who has erroneously transferred the consumer may have appointed a different MAM to that appointed by the old supplier. It is also possible that the erroneous supplier's MAM may have installed a new meter.
- 2) Gas industry procedures for resolving erroneous transfers will need to be updated to reflect this and in order to facilitate this, the group has developed a series of principles it recommends should be adopted to resolve the metering impacts of erroneous transfers.
- 3) **All suppliers will use reasonable endeavours to co-operate with other suppliers so as to ensure that where transfers have taken place erroneously, the consumer is returned to the old supplier with as little inconvenience as possible. Wherever possible, suppliers should seek to avoid the need for physical meter asset changes in erroneous transfer situations.**
- 4) Where there has been an erroneous transfer but no change of MAM, the old supplier shall re-register the consumer and re-appoint this same MAM with effect from the new supply registration date. The erroneous supplier shall de-appoint this same MAM with effect from the new proposed supply registration date, and shall be responsible for all charges relating to provision of the consumers meter from the initial appointment (albeit that this has subsequently been found to be erroneous) up until this date.
- 5) Where there has been an erroneous transfer and a change of MAM (but no change of meter asset), the old supplier shall re-register the consumer and re-appoint their MAM with effect from the new supply registration date. The erroneous supplier shall de-appoint their MAM with effect from the new proposed supply registration date, and shall be responsible for all charges relating to provision of the consumers meter from the initial appointment (albeit that this has subsequently been found to be erroneous) up until this date.

In the event the existing meter asset has been sold to the erroneous supplier's MAM during the course of the erroneous transfer, the old supplier or the old supplier's MAM shall be obliged to purchase the meter asset back from the erroneous supplier's MAM at the original purchase cost, less any reasonable deductions to reflect administration and/or depreciation and/or damage.

- 6) Where there has been an erroneous transfer and a change of MAM and a change of meter asset, the old supplier shall re-register the consumer and re-appoint their MAM with effect from the new supply registration date. The erroneous supplier shall de-appoint their MAM with effect from the new proposed supply registration date, and shall be responsible for all charges relating to provision of the consumers meter from the initial appointment (albeit that this has subsequently been found to be erroneous) up until this date.

The old supplier or the old supplier's MAM shall be obliged to purchase the new meter asset from the erroneous supplier's MAM at the replacement market price, less any reasonable deductions to reflect the stranded asset value of the original meter that has been replaced and/or administration and/or depreciation and/or damage. In determining the replacement market price, due account shall be taken of the price paid for the meter by the erroneous supplier's MAM, but no account shall be taken of the cost of installing the meter.

Summary of Governance Requirements

Detailed below is a summary of all the governance requirements identified above narrative. It intended that all of these governance requirements will be included in the SPAA as mandatory requirements.

General

- 1) **Market participants must ensure that they comply with the processes as defined in the RGMA baseline document. Failure to do so could have a significant detrimental effect on the execution of meter works, the change of supplier process and the quality of metering data, which could cause material disadvantage to a market participant and significant inconvenience to consumers.**
- 2) **Market participants must ensure that when using a data attribute in a transaction its format complies with the RGMA baseline document.**
- 3) **The structure of the file header and trailer are specified in the RGMA baseline and these are mandatory for all market participants when sending files electronically.**
- 4) **Appendix G of the RGMA baseline defines the delimiters and character sets used within files, and market participants must ensure that files they send to other market participants electronically are structured in this way.**
- 5) **Any market participant may by mutual agreement exchange data with any other market participant in a format or structure different to that specified in the RGMA baseline. However, this must not compromise his ability to issue or receive accurate data to or from any other market participant in accordance with the RGMA baseline.**
- 6) **When acting as the receiving party market participants should undertake a level of validation sufficient to ensure that invalid and/or inaccurate information, which prevents a process being undertaken, or data being acted upon, is wherever possible, identified up front and communicated back to the sending party with sufficient clarity for them to identify where the error lies.**
- 7) **In the event market participants do validate files passed at whatever level, they will be required to identify exceptions within a file using the response codes set out in the RGMA baseline, unless mutually agreed otherwise.**
- 8) **The owner of a data attribute, or dataset, is responsible for ensuring they hold valid and accurate information in relation to that data attribute and/or dataset, and that they send valid and accurate information to other market participants in a timely manner.**

Supplier Governance Requirements

- 1) **Whenever a supplier uses any of the RGMA baseline transactions, or places obligations on his MAM and/or shipper to use these transactions when communicating with him, or with other market participants, the transactions should include as a minimum all mandatory datasets (and optional datasets which become mandatory by virtue of a rule) . Similarly, as a minimum, all mandatory and conditional data attributes must be included within each dataset.**
- 2) **In the event a supplier does not comply with any requirement of the RGMA baseline as a result of a failure of his MAM and/or shipper to carry out requirements placed upon them by the supplier, the supplier shall use all reasonable endeavours to rectify the said failure, and shall be responsible for the consequences of any breach arising from such failure.**
- 3) **Suppliers shall not expressly act in a manner, or include terms within commercial agreements with their MAMs and/or shippers which are likely to hinder or unduly delay a consumer changing to another supplier, or which materially discriminate against another supplier or MAM.**

4) Suppliers shall use all reasonable endeavours to ensure that a MAM is appointed for the entire period during which they supply gas to a consumer at a site via a meter asset.

5) Suppliers shall use reasonable endeavours to issue an appointment request to their MAM (whether they be a new MAM or the existing MAM) within a timeframe sufficient to ensure that they have a MAM appointed to the meter asset by the supply start date.

6) When a supplier takes over supply to a metering asset, or where there is a change to the MAM and/or Gas Act owner at a metering asset they supply, suppliers will be required to notify the GT (via their shipper) of the MAM and/or Gas Act owner within 2 business days of this becoming effective or them becoming aware of this. Suppliers shall on a monthly basis by GT report the number of instances where they have received incorrect MAM and/or Gas Act owner details. This report will be broken down by supplier and be in a standard format defined by SPAA.

7) If a supplier becomes aware of changes to information relating to data attributes and/or datasets for which they are the owner, the supplier shall update their information accordingly and send the update to other relevant market participants as soon as reasonably possible.

8) If a supplier receives changes to information relating to data attributes and /or datasets from the owner, the supplier shall update their records accordingly and send the updated information to other relevant market participants as soon as reasonably possible.

9) In the event the supplier has reasonable grounds for assuming such information to be inaccurate or invalid, the supplier shall use their reasonable endeavours to query the changed information with the owner in a timely manner, and shall not update their records and or send the updated information to other relevant market participants until the query has been resolved.

In the event the owner responds stating that the information being queried is indeed correct or does not respond to such a query in a timely manner,, the supplier shall then update their records accordingly and sending the updated information to other relevant market participants as soon as reasonably possible.

However, if the supplier still believes the information being queried is invalid or inaccurate, the supplier shall raise the issue through the SPAA escalation process for resolution. In the event this results in the information being queried changing, the supplier shall update their records accordingly and send an update of the correct information to other relevant market participants.

10) Where suppliers have sent datasets to other market participants which have been rejected they shall use their reasonable endeavours to ensure appropriate corrective action is taken to resolve the reason for the rejection.

11) All suppliers will use reasonable endeavours to co-operate with other suppliers so as to ensure that where transfers have taken place erroneously, the consumer is returned to the old supplier with as little inconvenience as possible. Wherever, possible suppliers should seek to avoid the need for physical meter asset changes in erroneous transfer situations.

12) Suppliers must ensure that when they appoint a MAM to act on their behalf, the following specific obligations are placed on that MAM.

a) When a MAM sends any of the response transactions RNAGE, RRDET, RNDT or RRQUO to the supplier or to another MAM (as the case may be) it should be sent within 1 business day of receipt of the corresponding originating transaction.

MAMs shall be required to report the extent to which they meet this requirement on a monthly basis (in a standard format defined by SPAA) to their suppliers, who shall forward this report to SPAA.

b) In the event there is intended to be a transfer of metering assets from one MAM to another, MAMs must be able to accept ORDET/RNDT transactions from and send ONDET/RRDET transactions to other MAMs

- c) **When in the role of new MAM under the RGMA baseline process for change of supplier the new MAM must, within 1 business day of receiving an appointment request from the new supplier or in any event no later than 3 business days before the date the MAM appointment is due to take effect, send an ORDET transaction to the old MAM except where the new MAM and old MAM are one and the same (in which case the transaction is not required) or where the appointment request is rejected. MAMs shall be required to report the extent to which they meet this requirement on a monthly basis (in a standard format defined by SPAA) to their suppliers, who shall forward this report to SPAA.**
- d) **When in the role of old MAM under the RGMA baseline process for change of supplier, the old MAM must send an ONDET transaction to the new MAM within 1 business day of receiving the ORDET transaction from the new MAM. MAMs shall be required to report the extent to which they meet this requirement on a monthly basis (in a standard format defined by SPAA) to their suppliers, who shall forward this report to SPAA.**
- e) **Suppliers shall ensure that appointed MAMs who act on their behalf are fully aware of their obligations under the Gas Meters (Information on Connection and Disconnection) Regulations 1996 to notify the supplier, or when the supplier is not known the GT, prior to commencing meter works.**
- f) **Suppliers shall ensure that when MAMs undertake prepayment meter exchanges on their behalf, any debit or credit balance that was recorded on the old prepayment meter is transferred across to the new replacement prepayment meter in its entirety. In the event a prepayment meter is exchanged for a credit meter, or removed and not replaced, the MAM shall inform the supplier of any debit or credit balance that was recorded on the old prepayment meter. The MAM must be able to provide supporting evidence of the debit or credit balance that existed on the old prepayment meter for up to 90 days of the exchange, in the event the consumer disputes the correctness of the balance transfer with the supplier.**
- g) **Suppliers shall ensure that when MAMs undertake credit meter exchanges on their behalf, the MAM shall inform them of the meter reading of the old meter at the point of exchange. The MAM must be able to provide an auditable record of this meter reading for up to 90 days of the exchange, in the event the consumer disputes the correctness of the accuracy of this figure with the supplier.**
- h) **Suppliers must also ensure that when they appoint a MAM to act on their behalf, the same obligations that are placed on the supplier with regard to holding, receiving and changing information relating to data attributes and/or datasets (as described in 8 & 9 above) are applied to the MAM mutatis mutandi.**
- i) **Suppliers must ensure that when they appoint a MAM to act on their behalf, there is an obligation placed on that MAM to be able to accept ONUPD transactions from other MAMs and/or send ONUPD transactions to other MAMs if so required.**

13) Suppliers shall be obliged to ensure that where they have appointed a MAM other than Transco MAM to provide a meter, they shall within one week of the go live date update the MAM identifier and Gas Act owner recorded against that meter with accurate and valid information.