

DUoSA consolidation group

Issues log

Version control	
Meetings	Version
21 March 2005	
20 April 2005 (DUoSA workshop)	
27 April 2005	1
19 May 2005	2
2 June 2005 (DUoSA page turn)	3
16 June 2005	4

Priority Key

- 1 = Resolution of issue id required under law
- 2 = Issue should be resolved because it has a large commercial impact
- 3 = Resolution of issue is easy to incorporate
- 4 = Resolution of issue would be beneficial but not essential
- 5 = Resolution will be more appropriate post consideration of the CLM

No	Raised by	Date identified	Description	Action taken / suggested	Owner	Status	Priority
1.	Group	21 March/20 April	Section 3: variations between wording in current DUoSAs, and lack of agreement between parties, especially over 3.6.	Agreement reached on principles, drafting yet to be started.	Connections Sub Group	Open	2
2.	Roger Barnard	20 April	Standard connection terms within DUoSA – customers are on various terms.	Simplify: limitation of liability for distributor in respect of Domestic / Non domestic customers is all that is needed.	Connections Sub Group		2
3.	Group	20 April	Some of the definitions and interpretations may be obsolete/require revision	To be addressed at DUoSA page turning exercise.	House-Keeping Sub Group	Open	3
4.	Roger Barnard	27 April	Need to examine relationship between DUoS terms and the Distribution Code.	RB has drafted note. To be considered further in autumn	Roger Barnard	Closed	5

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				2005 – not currently in scope.			
5.	Group	27 April	DUoS terms between DNOs and suppliers/generators/IDNOs will not necessarily be the same.	To be addressed at DUoSA page turning exercise.	2 June meeting	Open	5
6.	Mike Harding	27 April	Transactional charges (eg MRA Schedule 8 services/charges): there is ambiguity over where responsibility for these sits and how they are charged – no formal requirement for them to be offered anywhere.	Extra section needed in DUoS terms to supplement 6 (general charges), 7 (settlements system) and 8 (site specific charges).	Mike Harding / Charging Sub Group	Open	3
7.	David Tolley/Bill Gunshon	27 April	Disputes: to what extent should the dispute process be public?	Out of scope for the moment	N/A	Closed	5
8.	Craig O'Neill	19 May	Different arrangements in Scotland on third party liability – supply contracts/standard connection terms. Will impact revised drafting of section 3.		Craig O'Neill	Legal review provided	5
9.	Roger Barnard	19 May	Overall project timetable – challenging to develop document by 31 December 2005 / Go Live 1 April 2006.			Open	5
10.	Electralink	19 May	Electronic billing – provision of this service by some but not all DNOs would lead to difference in DUoSA terms. Potential for other structure of charges issues as well.		?	Open	5
11.	David Tolley	19 May	Contractual arrangements for reactive power billing – registration of generators with suppliers for import / offtake.	Consider COG amendments in light of this. DT To provide paper	David Tolley	Open	3

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				Consider interaction with charging methodologies.			
12.	Mark Manley	19 May	Work programme for post-CLM period	Consider after IA results/final conclusions	N/A	Not yet Open	5
Issues identified by DCF Issues subgroup – 2004 meetings							
13.	DCF Issues sub-group / Mark Field	19 May	UMETS: The arrangements for urgent metering services that might be required of a Distributor as the result of meter failures or for other reasons such as the loss of supply, are less clearly defined. It would appear that these might be usefully codified. However, the variety of terms in competitively negotiated MOP agreements makes for difficulty in achieving commonality of approach. This matter has been debated by the REMA Emergency Services Expert Group but with little prospect of identifying an appropriate way forward.	Group to consider further?	Group	Open	4
14.	DCF Issues sub-group / Mark Field	19 May	RTA: The functioning of the Radio teleswitching infrastructure is covered by agreements between suppliers and DNOs, DNOs and NGT, and NGT and the BBC. A view expressed by distributors and suppliers not using some of the functionality is that the technology may be outdated. A Commercial Forum might consider an exit strategy if this is seen as appropriate and consider any	Group to consider further?	Group	Open	4

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			alternative technologies. A codification of arrangements that would reduce the uncertainty to which suppliers and distributors are currently exposed would be helpful.				
15.	DCF Issues sub-group / Mark Field	19 May	Competition in connections: This issue is currently under consultation by Ofgem. The ENA has provided a number of proposals covering various aspects of competition in connections, including a revision to Engineering Recommendation G81. This deals with the standards for connections that will subsequently be taken over by a Distributor. Codification of these proposals, including the incorporation of requirements for the provision of information and a standard form of adoption agreement, would appear to be an appropriate course once Ofgem has opined on any issues that flow from the consultation.	Group to consider further?	Group	Open	5 – Potentially Out of Scope
16.	DCF Issues sub-group / Mark Field	19 May	Construction Agreements: Agreements for the construction of new connections need to reflect the specific aspects of individual projects. Inevitably this implies a bilateral arrangement between the DNO and the customer. Also, connection providers other than the	Group to consider further?	Group	Open	5

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			DNO may construct some connections for subsequent adoption by the DNO, although standardisation of construction terms is likely to be difficult to achieve given the different commercial drivers for different businesses. However, a model form of contract may help achieve some uniformity between different distributors				
17.	DCF Issues sub-group / Mark Field	19 May	New Connection Registration Procedure: Currently individual distribution companies will employ different procedures and timescales for the registration of new connections. This can lead to confusion for both developers and suppliers in obtaining MPAN registrations for new properties and customers. In some instances it may result in incomplete registrations which will be detrimental for both distributors and suppliers.	Group to consider further?	Group	Open	4
18.	DCF Issues sub-group / Mark Field	19 May	Supplier Hub: Most DUoS charges are published in the LC4 Statements but for the largest sites these will be negotiated between the distributor and the customer. Suppliers have an obligation to pay these charges, and then recover the cost from the customer in accordance with the terms of the supply	Group to consider further?	Group	Open	Out of Scope

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			agreement. There is an argument that DUoS charges should be agreed trilaterally for large sites. Alternatively the contractual relationship could be directly between the DNO and the end user. The contractual nexus between customer (which may be a generator), supplier and distributor will require clarification anyway as the charging methodology statements are developed				
19.	DCF Issues sub-group / Mark Field	19 May	Information Flows: The DUoSA could usefully be amended to enable suppliers and DNOs to have access to the same meter information. Processes for requesting and revising supply capacities might be made more explicit in the DuoSA	Group to consider further?	Group	Open	4
20.	Group	2 June	Clause 1.2.6 Should Charging Statements be in the document – Charging periods should remain and Charging period should be a defined term.	Group to consider further	Charging Sub Group	Open	3
21.	Group	2 June	Clause 1.2.7 Settlement Agreement and Reference to Go Live Date now redundant	Check whole agreement	Group	Open	3
22.	Group / Craig Neill	2 June	Clause 1 Scottish agreements have additional clauses 1.5-7	Check to consider if these clauses are relevant to E&W	Group	Open	3
23.	Group	2 June	Clause 2 Are all of the CPs required	Group to consider further	Group	Open	5

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			bearing in mind not all parties will be licenced				
24.	Group	2 June	Clause 2.2 Redundant	Delete	Group	Open	3
25.	Group	2 June	Clause 2.5 Automatic Termination	Group to consider further	Group	Open	4
26.	Group	2 June	CPs Waiving of CP's – what right to Parties have to waive some of the CP's (eg 2.4)	Group to consider further	Group	Open	4
27.	Group	2 June	Clause 3 Is this the only method to procure a contractual relationship between a Network Operator and a Customer? Are there circumstances when a Supplier should only procure supply contracts when there are other contracts in place – How do you deal with a change in tenancy?	Group to consider further	Connections Sub Group	Open	2
28.	Group	2 June	Review of deemed contracts / Scottish Terms different	Group to consider further	Connections Sub Group	Open	2
29.	Group	2 June	Is 3.1.1 reasonable	Group to consider further	Connections Sub Group	Open	2
30.	Group	2 June	3.1-3.3/4 May need re drafting	Group to consider further	Connections Sub Group	Open	2
31.	Group	2 June	3.2 Redundant	Delete	Connections Sub Group	Open	2
32.	Group	2 June	3.5 Linkage of changed in connection agreement levied on Supplier with charging methodology	Group to consider further	Connections Sub Group	Open	4 / Out of Scope
33.	Group	2 June	4.1 Reference to CRS redundant, no references to CMRS	Check in whole document, apply CMRS where relevant	House-Keeping SG	Open	1/3

No	Raised by	Date identified	Description	Action taken / suggested	Owner	Status	Priority
34.	Group	2 June	4.2 Currently reads only for one day transport-moving to 2 way	Review Wragges drafting	DG Sub Group	Open	2
35.	Group	2 June	4.2.3/4 Reference to ERS goes / subject to valid registration in MPAS	Group to review further	House-Keeping SG	Open	3
36.	Group	2 June	4.2.4/5 Issue of timing, Supplier may have confirmation of agent prior to Supplier start date.	Group to review further	Group	Open	4
37.	Group	2 June	4.2.6 Reference should be to CUSC – clarification of circumstances intended to be covered	Seek clarification from NGC	House-Keeping Sub Group	Open	3
38.	Group	2 June	4.2.8 who appoints the meter administrator	Group to consider	Group	Open	3
39.	Group	2 June	4.2.9 Does this need to take account of the ESCQR	Review ESCQR	Group	Open	3
40.	Group	2 June	Clause 4 – IDNOs and energised connections upstream. May also be applicable to DNOs in relation to NGC	Group to consider further	Group	Open	5
41.	Group	2 June	Clause 5 should agreement talk about “transport”	Check COG review	Group	Open	3
42.	Group	2 June	5.2.1 4B is now 4	Change	House-Keeping SG	Open	3
43.	Group	2 June	6.1 does this need changing to align it with the current charging methodology – what other services may be covered in the future, eg Revenue Protection. How does iDNO fit in. Is 40 days an appropriate timeframe? Check references to Licence Conditions (different for iDNO)	Group to consider further	Charging Sub Group	Open	4/5

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44.	Group	2 June	6.1.2 Are these charges relevant here?	Group to consider further	Charging Sub Group	Open	5/4
45.	Group	2 June	6.2A Should interest rates for over and undercharging be identical?	Group to consider further	Charging Sub Group	Open	5/4
46.	Group	2 June	Should there be a reference to arbitration?	Group to consider further See Sch 6	Charging Sub Group	Open	4/5
47.	Group	2 June	6.3 Reference to ERS / CMRS	Change / delete as appropriate	Charging Sub Group	Open	3
48.	Group	2 June	6.3.1 is unmetered HH covered	Group to review further	Charging Sub Group	Open	3
49.	Group	2 June	6.3 No provision for transactional charging – How do transactional charges fit into UoS agreements. Should UMET charges be covered in this agreement	Group to review further (MH to provide further advice)	Charging Sub Group	Open	4
50.	Group	2 June	6.4.1 Should this be drafted to include other forms of taxation that may be introduced in the future	Group to review further	Charging Sub Group	Open	4
51.	Group	2 June	6.5 Is this a duplication of a CP	Check/delete if appropriate	Charging Sub Group	Open	3
52.	Group	2 June	6.6 Do statutory limitations apply. Need to reflect DG	Group to consider further Check COG review)	Charging Sub Group	Open	3
53.	Group	2 June	6.7 Doe this clause cover issues raised in issue 49 (above)	Group to consider further (Action MH)	Charging Sub Group	Open	4
54.	Group	2 June	6.8 Licence Reference incorrect	Correct	Charging Sub Group	Open	3
55.	Group	2 June	6.9 In a S of LR direction, should generators pick up any costs or should they be bourn solely by demand type	Group to consider further Ofgem to provide feedback	Charging Sub Group	Open	1/5

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			sites? How do you charge if approval issued by Authority after expected date. Indicative Charging				
56.	Group	2 June	7.2 distributor entitled to customer report directly under BSC – Is this clause therefore needed/redraft	Group to consider further	Charging Sub Group	Open	3
57.	Group	2 June	7.4 check defined terms line up with BSC. Is it possible to include errors not covered in schedule 6 to be incorporated here.	Check and change as appropriate Group to consider further	Charging Sub Group	Open	3
58.	Group	2 June	When is an invoice issued / when is it paid. NB VAT point	Group to consider further Credit Cover Group should investigate	Charging Sub Group	Open	2
59.	Group	2 June	8.2 / 7.3 Definition of charging period – see issue 20 Should timescales be more specific rather than “as soon as reasonably practicable”	Group to consider further	Charging Sub Group	Open	4 4
60.	Group	2 June	8.2.1 Check references	Group to consider further	Charging Sub Group	Open	3
61.	Group	2 June	Clause 8 and transactional charges	Group to consider further	Charging Sub Group	Open	
62.	Group	2 June	Clause 9 Responsibility of DNO – if they send an agent and agent behaves	Needs legal input	Group	Open	5

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			inappropriately				
63.	Group	2 June	<p>Clause 10 Generally, whole clause needs re drafting</p> <p>Could this clause be split between commercial issues and operational issues?</p> <p>Does this clause need aligning with the ESQCR</p> <p>Who is responsible for energisation / de-energisation? When does the Company act on behalf of the Supplier?</p> <p>Should there be timescales under which de-energisation should take place on the request of the Supplier?</p>	Group to consider further	Group	Open	5
64.	Group	2 June	10.4 Does code of practice on “payment of bills and guidance for dealing with customers in difficulty” still exist?	Check / Amend as appropriate	Group	Open	3
65.	Group	2 June	Clause 11 Which Distribution Code are you signing up to?	Group to consider further	Group	Open	5
66.	Group	2 June	11A Should this be limited to just the Meter Operator or should it be more broader?	Group to consider further	Group	Open	5
67.	Group	2 June	11B Not all Parties use RTS	Group to consider further	Group	Open	5
68.	Group	2 June	Clause 12 DG Angle	Should have been covered by DG	Group	Open	3

No	Raised by	Date identified	Description	Action taken / suggested	Owner	Status	Priority
			Reference to ERS to go Is Code of Practice 4 still appropriate	group / COG Check / Amend if appropriate			3
69.	Group	2 June	12.2.2 Is the requirement here reasonable	Group to consider further	Group	Open	3
70.	Group	2 June	12.4 Is it appropriate to have reference to agreements here when Company has no control over such agreements	Group to consider further	Group	Open	3
71.	Group	2 June	13.1/2/3 Review for practical application	Review and report	House-Keeping SG	Open	1
72.	Group	2 June	13.4 Check against ESQCR	Group to consider further	House-Keeping SG	Open	1
73.	Group	2 June	Clause 14 See schedule 11		Group	Open	5
74.	Group	2 June	Clause 15 This subject is under consideration by an Ofgem consultation Should the Company be obliged to provide Revenue Protection Should Revenue Protection be within the scope of a UoS agreement	 Group to consider further Group to consider further	Group	Open	5
75.	Group	16 June	Clause 16 What is the process for passing on compensation – Is there a need for a harmonised process? Needs updating to incorporate new performance standards (EX PES DNO's under new LC to modify existing DUoSA	Group to consider further	Connections Sub Group	Open	1

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			and to enter into new DUoSA that incorporate new standards				
76.	Group	16 June	<p>Clause 17 If DNO's/iDNO's offer the same terms across the board then there are potential competition law issues (operating a cartel)</p> <p>Need to identify how changes should be driven (perhaps by changes to other documents) – redefining the term “Relevant Instrument”</p> <p>Clause 17 should include some level of reciprocity in terms of proposing and managing changes</p>	<p>Group to consider further</p> <p>Group to consider further</p> <p>Group to consider further</p>	Group	Open	<p>5</p> <p>3</p> <p>5</p>
77.	Group	16 June	<p>Clause 18 Whole clause needs review in light of credit cover guidelines</p> <p>If there is a move from bi-lateral to Multi-lateral agreement, how will you terminate all existing bi-lateral agreements</p> <p>18.3 Should there be anything in place for major default</p> <p>18.4.5 Review in light of credit cover, current legislation (Enterprise Act)</p>	<p>Group to review</p> <p>Could be addressed in a CLM</p> <p>Group to review further</p> <p>By reading across to the MRA?</p>	Group	Open	<p>1</p> <p>5</p> <p>5</p> <p>1/3</p> <p>5</p>

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			How do you enforce consequence of termination Should there be provisions for giving of Notice and actions to follow accordingly	Group to review further			5
78.	Group	16 June	Clause 19 Does this need to include things such as “foot and mouth”	Group to review further	Group	Open	3
79.	Group	16 June	Clause 20/21 Have some the provisions of this clause been overtaken by LC 39- do they need restating in DUoSA How should this clause bind iDNOs and DNOs operating out of there service area to which LC 39 not applicable 21. 3 A-E Is this still correct	Review and see if this clause can then be redrafted more simply Group to review further Check	Group	Open	5 5 3
80.	Group	16 June	Clause 23 C(RoTP) A 1999 n/a in Scotland	Group to review further	Group	Open	5
81.	Group	16 June	Clause 24 Not sufficient obligation on party to inform other of changes to group structure etc.- credit cover implications – which MDid relates to which legal identity 24.4 Is there a need for market domain id 24.5 should it cover electronic communication, who should notices be	Group to consider further	Charging Sub Group	Open	2 2 3

No	Raised by	Date identified	Description	Action taken / suggested	Owner	Status	Priority
			sent to (contract managers) obligation to keep up to date 24.6 Redundant?				3
82.	Group	16 June	Clause 25 needs to include Scotland where appropriate	Legal drafting to incorporate	Group	Open	5
83.	Group	16 June	Clause 27 Witnessing of signatures	Group to consider further	Group	Open	4
84.	Group	16 June	Sch.1 Credit Cover	Passed on to Wragge & Co via COG for legal review Review Wragge drafting	Credit Cover Sub Group	Open	1
85.	Group	16 June	Sch.2 Scottish companies only have Part A in their DUoSA Contract arrangements and Micro gen To what extent are existing terms covered by statute? Is it appropriate to raise this issue with DTI for change to ESQCR guidance	Being considered by RB (issue 2) Group to consider further Group to consider further	Connections Sub Group	Open	2
86.	Group	16 June	Sch.3/4 Should these refer directly to the charging methodology Should transactional charges be in a Use of System agreement Some charges for MPAS are covered by MRA Sch.4 Part II states disputes to be	Delete Sch.3/4 and place reference in main body of agreement Group to consider further	Charging Sub Group	Open	3 3

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			governed by sch.6 but 6 does not seem to cover transactional charges therefore referencing seems incorrect				
87.	Group	16 June	<p>Sch.6 Needs overall review.</p> <p>Needs to include provisions for manifest error – Keith Munday has raised this and it is going through as part of the Credit group changes</p>	<p>Ask KM to explain why clause 1.2A does not cover his concern</p> <p>Review Wragge Drafting</p>	Credit Cover Sub Group	Open	2
88.	Group	16 June	<p>Sch.7 Review in line with energisation clause.</p> <p>Review in line with competition in connections – would MCOPA be duplicated</p> <p>Is UK Accreditation Service still valid entity</p> <p>Is sch.7 larger/narrower than competition in connections project</p>	Group to consider further	Group	Open	5
89.	Group	16 June	Sch.8 Refer to charging statement and include in main body	Group to consider further	Charging Sub Group	Open	3
90.	Group	16 June	<p>Sch.9 Sch 7 of Act does not apply to metering installed in respect to generation</p> <p>Disputes in relation to Generation</p>	Group to consider further	House-Keeping Sub Group	Open	1

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			Confirm with consistency of BSC				
91.	Group	16 June	Sch.10 Obligations may change after review exercise. MRA and new connections and MPANS may have consequence. Is log appropriate for fit for purpose.	Group to consider further	Group	Open	5
92.	Group	16 June	Sch.11 Is this sch. Still workable in its current form, does it take account of generation and generation control.		Group	Open	5