

Faster Switching Programme

Consequential Changes

Section 1 – Definitions and interpretations

Amend the following definitions:

Daily Statement	means a statement based on the Supercustomer DUoS Report and providing the data items set out in Data Transfer Catalogue D0242 as amended from time to time in accordance with the provisions of the Master Registration Agreement .
Data Transfer Catalogue	means the catalogue of data flows, data definitions and data formats established under the Master Registration Agreement .
De-register	means: (a) in relation to a Metering Point, to change the status of the Supply Number relating to that Metering Point within MPAS so as to prevent any further registrations (as defined by the Master Registration Agreement) in respect of that Supply Number (and De-registered shall be construed accordingly, and De-registration Notice shall be construed as a notice issued by the Company to De-register); and (b) in relation to a Metering System, to De-register that Metering System in accordance with the provisions of the Balancing and Settlement Code.
Electricity Supplier	(a) in respect of Section 2C and any Smart Metering Comms Hub Device, means the Supplier Party that is Registered from time to time for the Metering Point associated with the

Commented [JL1]: All of the definitions need to be checked against their new home to ensure that the same term is used

Also new definitions to be added e.g. REC, RECCO etc

Premises to which that Smart Metering Comms Hub Device relates;

(b) in respect of Section 2D, has the meaning given to that expression in Clause 52G.1; or

(c) in respect of Section 2F, has the meaning given to that expression in Clause 52Q.1.

Green Deal Premises

has the meaning given to that term in the Distribution Licences.

Green Deal Provider

means a person who is authorised to act as a green deal provider under the Green Deal Framework (Disclosure, Acknowledgement, Redress etc.) Regulations 2012.

Commented [JL2]: Cross reference with amended disconnections process. The new schedule taken from MRA MAP says "has the meaning given to "green deal provider" in section 2(2) of the Energy Act 2011". Suggest any amendments are catered for in the disconnection changes rather than here. If agreed it can be deleted here.

~~Master Registration Agreement or MRA~~

~~has the meaning given to the term "Master Registration Agreement" in the Distribution Licence.~~

Meter Operation Code of Practice Agreement

means the **Meter Operation Code of Practice Agreement** dated 8 September 1998.

Metering Point

means the point, determined according to the principles and guidance given at **Schedule 9 of the Master Registration Agreement**, at which a supply to (export) or from (import) a 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 under the Unmetered Supplies Procedure, is deemed to be measured,

where in each case such measurement is for the purposes of ascertaining a Supplier/DG Party Balancing and Settlement Code.

MPAS

has the meaning given to that term in the **Master Registration Agreement**.

MPAS Provider

means a DNO Party or IDNO Party in its capacity as the person who provides the services described in Condition 18 of the Distribution Licences.

Commented [JL3]: Likely to be no change as long as the same term is used. Added here to sense check that assumption

MPAS Registration System

has the meaning given to that term in the **Master Registration Agreement**.

~~MPASCo~~

~~has the meaning given to that term in the Master Registration Agreement.~~

MPAN

means the core meter point administration number, a 13 digit reference used in **MPAS** to identify a Metering Point.

Registered

means, in respect of a Supplier/DG Party and:
(a) a Metering Point, that that Party is registered in respect of that Metering Point under and in accordance with the **Master Registration Agreement**; and
(b) a Metering System, that that Party is registered in respect of that Metering System under and in accordance with the BSC.

Registration Notice

means, in respect of:
(a) a Metering Point, a notice sent to the **MPAS Provider** by either the User or the Company, as the case may be, instructing the **MPAS Provider**

to change the status of that Metering Point in the way set out in the notice; and

(b) a Metering System, a notice sent to the CRA or the CDCA (as applicable) by the User giving instructions to change the status of that Metering System in the way set out in the notice.

Relevant Charging Statement

means, as the case may require, any of the following:

(a) the statement prepared by a Company in relation to charges for use of system for the time being in force pursuant to Condition 14 of its Distribution Licence;

(b) the statement prepared by a Company in relation to charges for the provision of MPAS for the time being in force pursuant to Condition 18 of its Distribution Licence;

(c) the statement prepared by a Company in relation to charges for Legacy Meter Asset Provision and Data Services for the time being in force pursuant to Condition 36 of its Distribution Licence;

(d) the statement prepared by a Company and for the time being in force pursuant to Condition 38 of its Distribution Licence in relation to Last Resort Supply Payments (as described in that Condition); and

(e) any statement prepared by a Company and for the time being in force in relation to charges for any other services offered by the Company.

Relevant Instruments

means:

(a) the Act and all subordinate legislation made under it as amended from time to time;

(b) the Data Protection Legislation and all subordinate legislation made under it as amended from time to time;

(c) the Distribution Licence and the Supply Licence, and any determination, direction, consent or notice made or issued by the Authority pursuant to the terms thereof;

(d) the Data Transfer Service Agreement;

(e) the **Master Registration Agreement**;

(f) the Connection and Use of System Code;

(g) the Balancing and Settlement Code;

(h) the Smart Energy Code,

and, whether under any of the foregoing or otherwise, all authorisations, approvals, licences, exemptions, filings, registrations, notarisations, consents and other matters which are required, or which a Company acting in accordance with Good Industry Practice would obtain, in connection with the provision of the services under this Agreement, of or from any Competent Authority.

5.7 The following persons shall be entitled to attend and speak (but not vote) at any meeting of the Panel:

5.7.1 one person appointed from time to time, by notice to the Panel Secretary, by the Authority;

5.7.2 one person appointed from time to time, by notice to the Panel Secretary, by the National Electricity Transmission System Operator;

- 5.7.3 one person appointed from time to time, by notice to the Panel Secretary, by the Consumer Body (Citizens Advice and Citizens Advice Scotland acting together to jointly appoint one person);
- 5.7.4 (at the invitation of the Panel from time to time) a representative of BSCCo;
- 5.7.5 (at the invitation of the Panel from time to time) a representative of MRASCo; and
- 5.7.6 (at the invitation of the Panel from time to time) a representative of SECCo.

Commented [JL4]: Depends on where MPAS Provider sits but is it still the intention to include RECCo here

7.14 All meetings of the Panel shall be convened by the Panel Secretary on at least five Working Days' notice (subject to any requirements, under Section 1C, for meetings to be held within a shorter period). Such notice (which may be given by e-mail) must be given to:

- 7.14.1 the Panel Members and the Alternates;
- 7.14.2 the appointed persons referred to in Clause 5.7;
- 7.14.3 (where the Panel has resolved to invite representatives of one or more of them) one or more (as applicable) of BSCCo, MRASCo and/or SECCo; and
- 7.14.4 the Parties.

Commented [JL5]: Depends on where MPAS Provider sits but is it still the intention to include RECCo here.

8.9 Subject to Clause 8.9A, the amount (a Cost Contribution) that each Party shall be obliged to bear as its share of the Recoverable Costs, in respect of each Quarter, shall:

8.9.1 in the case of each DG Party (in its capacity as such), the OTSO Party and each Gas Supplier Party (in its capacity as such), be zero; and

8.9.2 in the case of each other Party, be calculated as follows:

$$CC = 50\% * N / TN * RC$$

where:

CC is the relevant Party's Cost Contribution (other than that which is subject to Clause 8.9A) in respect of that Quarter;

N is, in respect of a DNO Party or an IDNO Party, the aggregate number of Metering Points which each such Party has on its MPAS Registration System; and, in respect of a Supplier Party, the aggregate number of Metering Points against which that Party is registered across

all of the **MPAS Registration Systems** (based, in each case, on the average figure for the three months comprising that Quarter and provided under **clause 27.6 of the MRA**);

Commented [JL6]: This depends on whether the report is coming from the REC

TN is, in respect of each Party and that Quarter, the aggregate number of Metering Points across all of the **MPAS Registration Systems** (based on the average aggregate figure for the three months comprising that Quarter and provided under **clause 27.6 of the MRA**); and

RC is the total amount of the Recoverable Costs (other than those which are subject to Clause 8.9A) incurred, or otherwise accounted for, in that Quarter.

12.11 For the purposes of Clause 12.10, the Basic Vote (V) shall be calculated as follows:

$$V=N/TN*100\%$$

where:

N is (subject to Clause 12.12):

in respect of a Group comprised of DNO Parties, the aggregate number of Metering Points which each such DNO Party has on its **MPAS Registration System**;

in respect of a Group comprised of Supplier Parties, the aggregate number of Metering Points against which those Suppliers are registered across all of the **MPAS Registration Systems**; and

in respect of a Group comprised of DG Parties, the sum of the Maximum Export Capacities of all of the Entry Points relating to Metering Systems for which those DG Parties are Registered; and

TN is, in respect of any Group, the sum of the values of N for all the Groups within the same Party Category as that Group which cast a vote.

16.1 The rights and obligations of each Company as against each User (and of each User as against each Company) under Clauses 18 to 25 (inclusive) and 29 to 33 (inclusive) are conditional upon each of the following conditions precedent being fulfilled:

16.1.1 where the User has not previously been Registered in respect of any Metering System or Metering Point relating to an Entry Point or an Exit Point on the Company's Distribution System, that the User has notified the Company that the User intends to become so Registered and that the User and the Company have exchanged such contact, invoicing and other similar information as the other reasonably requests;

16.1.2 where the User is a Supplier Party, that the User holds a Supply Licence;

- 16.1.3 where the User is a DG Party, that the User holds a Generation Licence or is exempt from the requirement to hold such a licence pursuant to Section 5 of the Act;
 - 16.1.4 that the Company holds a Distribution Licence;
 - 16.1.5 that both the User and the Company are party to the Connection and Use of System Code and any necessary supplemental agreement pursuant to it;
 - 16.1.6 that both the User and the Company are party to the Balancing and Settlement Code;
 - 16.1.7 where the User is a Supplier Party, that the **Master Registration Agreement** and the Data Transfer Service Agreement are in full force and effect between the User and the Company, and that such agreements are unconditional save for any conditions that this Agreement becomes unconditional; and
 - 16.1.8 that both the User and the Company are (if required to be by their licence under the Act) party to the Smart Energy Code.
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19.2 The "Other Charges" shall be:

- 19.2.1 the charges for (i) the provision of **MPAS**, (ii) (where applicable) the provision of Legacy Meter Asset Provision and of **Data Services**, and (iii) (where applicable) the provision of last resort supply payments (all pursuant to the Company's obligations under, respectively, Condition 18, Condition 36, and Condition 38 of its Distribution Licence);
- 19.2.2 (to the extent not captured within Clause 19.1C) the charges for certain services ancillary to those for which Use of System Charges are levied and which are provided by the Company to the User pursuant to any of:
 - (A) the BSC and the CUSC; or
 - (B) the Master **Registration Agreement**; and
- 19.2.3 the charges for any other services provided by the Company to the User pursuant to:
 - (A) a provision of this Section 2A; or
 - (B) any other agreement between the Company and the User for the provision of such services which provides for payment pursuant to this Agreement.

19.9 Notwithstanding Clause 15.3, the Company may charge the User Use of System Charges calculated by reference to electricity assessed to have been supplied to a Customer while a customer of the User during a period in which the User was supplying electricity to that Customer in accordance with a last resort supply direction issued by the Authority in accordance with Condition 8 of the User's Supply Licence from the time that the direction takes effect. This right subsists from the date on which the last resort supply direction takes effect, and continues regardless of whether the Metering Point applying to the Customer is registered to the User in accordance with the **Master Registration Agreement**, until such time as the relevant Metering Point is registered to another supplier in accordance with the terms of the **Master Registration Agreement**.

22.1 This Clause 22 applies in respect of those Charges:

22.1.1 to be calculated by reference to the number or frequency of specific transactions, except where the billing and payment arrangements are otherwise provided for under the **Master Registration Agreement**, the BSC, or the CUSC; or

22.1.2 referred to in Clauses 18.3.5 and 32.1,
(such Charges being Transactional Charges).

23.4 Failure by the User to remedy a Payment Default within four Working Days of receipt of a Late Payment Notice from the Company shall be a material breach of this Agreement by the User for the purposes of Clause 54.1.1, and the Company shall be entitled to take actions to suspend registration services in accordance with the provisions of the **Master Registration Agreement**. Where the Company takes such action, it shall send a copy of any notice that it is required to issue pursuant to those provisions to the User and the Panel (care of the Secretariat).

27.1 The User shall procure that the Meter Operator Agent appointed for each Metering Point supplied by the User shall be party to the Meter Operation Code of Practice Agreement, and shall comply with the **Meter Operation Code of Practice Agreement** in relation to that Metering Point.

27.2 The Company shall be party to, and shall comply with, the **Meter Operation Code of Practice Agreement**.

29.4 For the purposes of Clause 29.3, the Company and the User acknowledge that it shall be reasonable for the Company to require any Metering Data which the User (or its BSC Party Agent) is obliged to provide to the Company and/or the relevant **MPAS Provider** in accordance with the provisions of, and in the form specified by, the **MRA** and/or the BSC.

30.1 The User shall:

30.1.1 in the case of Metering Points, except for the renewal of an existing Contract entered into after 31 August 1998, as soon as is reasonably practicable following, either:

(A) where a Notice of Objection (as defined in the **Master Registration Agreement**) is not received in relation to the User's application to become **Registered** in respect of that Metering Point, the expiry of the Objection Raising Period (as defined in the **Master Registration Agreement**); or

(B) where a Notice of Objection is received in relation to the User's application for **Registration**, the withdrawal of that Notice of Objection;

30.1.2 in the case of Metering Systems, except for the renewal of an existing Contract entered into after 31 August 1998, as soon as is reasonably practicable following the Registration Effective From Date (as defined in the Balancing and Settlement Code, BSCP20) in respect of that Metering System,

(in each case) provide the information set out in Clause 30.2 to the Company in respect of the relevant Exit Point or Entry Point.

30.2 The information referred to in Clause 30.1 is:

30.2.1 the relevant Supply Number core data (as defined in the **Master Registration Agreement**) or (as applicable) the relevant Metering System Identifier (as referred to in the Balancing and Settlement Code, BSCP20);

30.2.2 the relevant Connectee's name;

30.2.3 the Metering Point or Metering System address;

- 30.2.4 in respect of an Exit Point, the Customer's Maximum Import Capacity if:
- (A) the Customer is not a Domestic Customer (as defined in the Supply Licences);
 - (B) the Customer has a maximum power requirement of not less than 20 kVA; and
 - (C) the Customer is a new owner or occupier of the site; and
- 30.2.5 in respect of an Entry Point, the Maximum Export Capacity.

37.1 The rights and obligations of each Company as against each User (and of each User as against each Company) under the remaining Clauses of this Section 2B (save for Clauses 50 and 51) are conditional upon each of the following conditions precedent being fulfilled:

Commented [JL7]: May need to include the REC

- 37.1.1 that the User holds a Distribution Licence or is the OTSO Party;
- 37.1.2 that the Company holds a Distribution Licence;
- 37.1.3 that both the User and the Company are party to the Connection and Use of System Code and any necessary supplemental agreement pursuant to it;
- 37.1.4 that both the User (unless it is the OTSO Party) and the Company are party to the Master Registration Agreement and the Data Transfer Service Agreement;
- 37.1.5 that both the User and the Company are party to the BSC; and
- 37.1.6 that both the User and the Company are party to the Smart Energy Code.

52C.1 The Gas Supplier shall procure that the Gas Meter Asset Manager which carries out Permitted Third Party Metering Works, De-energisation Works and/or Re-energisation Works pursuant to Clause 52B shall be party to the Meter Operation Code of Practice Agreement, and shall comply with the Meter Operation Code of Practice Agreement in relation to those works.

52C.2 The Company shall be party to, and shall comply with, the Meter Operation Code of Practice Agreement.

521.1 The Gas Supplier shall procure that the Gas Meter Asset Manager which carries out Permitted Third Party Metering Works, De-energisation Works and/or Re-energisation Works pursuant to Clause 52H shall be party to the **Meter Operation Code of Practice Agreement**, and shall comply with the **Meter Operation Code of Practice Agreement** in relation to those works.

521.2 The Electricity Supplier shall procure that the Meter Operator Agent appointed for each Metering Point supplied by the Electricity Supplier shall be party to the **Meter Operation Code of Practice Agreement**, and shall comply with the **Meter Operation Code of Practice Agreement** in relation to that Metering Point.

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520.1 The Third Party Electricity Supplier shall procure that the Meter Operator Agent which carries out Permitted Third Party Metering Works, De-energisation Works and/or Re-energisation Works pursuant to Clause 52N shall be party to the **Meter Operation Code of Practice Agreement**, and shall comply with the **Meter Operation Code of Practice Agreement** in relation to those works.

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52S.1 The Third Party Electricity Supplier shall procure that the Meter Operator Agent which carries out any and all works in respect of a Third Party Metering Point pursuant to Clause 52R shall be party to the **Meter Operation Code of Practice Agreement**, and shall comply with the **Meter Operation Code of Practice Agreement** in relation to those works.

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54.2 For so long as an Event of Default is continuing, where a Supplier/DG Party is a User under Section 2A, or where a DNO/IDNO/OTSO Party is a User under Section 2B, and, in either case, that Party is a Breaching Party pursuant to:

54.2.1 Clause 54.1.1 or 54.1.6, any Party to whom the obligations in question were owed shall be entitled to suspend its performance of the services described in Section 2 to the Breaching Party by notice in writing to the Breaching Party;

54.2.2 Clause 54.1.8, the Panel shall be entitled to instruct each DNO/IDNO Party to procure suspension of registration services for the Breaching Party under the **Master Registration Agreement**, in which case the DNO/IDNO Parties shall procure such suspension, and the Panel shall notify the Breaching Party of such suspension

and each DNO/IDNO Party shall report the alleged event of default to the MRA Executive Committee as required under the **Master Registration Agreement**; and

54.2.3 any other provision of Clause 54.1, any Party shall be entitled to suspend its performance of the services described in Section 2 to the Breaching Party by notice in writing to the Breaching Party,

and the Breaching Party shall pay to the suspending Party (in the case of Clauses 54.2.1 and 54.2.3) an amount equal to any reasonable costs incurred by such Party as a result of such suspension. Any party serving a notice under this Clause 54.2 shall send a copy of the notice to the Panel.

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59.1 Unless otherwise agreed between the sender and the recipient, any notice, request or other communication under Section 2 shall be sent in accordance with Good Industry Practice, and Good Industry Practice will include sending it by the means (if any), and, with the content (if any), required pursuant to:

59.1.1 the Balancing and Settlement Code;

59.1.2 the **Master Registration Agreement**; and/or

59.1.3 the **Data Transfer Catalogue**.

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60.8 Except for the benefit:

60.8.1 that DCUSA Ltd holds under Clause 6.22;

60.8.2 that each Party holds under Clause 53.8;

60.8.3 bestowed on Offshore Transmission Owners by Clause 53.10 (which shall be enforceable by Offshore Transmission Owners); and

60.8.4 that **Green Deal Providers** hold under Clause 25.19C,

the Parties do not intend that any of the Agreement's terms will be enforceable by a third party (whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise).

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Schedule 1 – Cover

3.5 In addition to any other remedies available to it, the Company shall be entitled to take the following actions following a Cover Default (provided that, where the provision of MPAS to the User or the right to make future Connections (as applicable) has been suspended at any time after Day 0 + 5, the Company must, as soon as the Cover Default has been remedied, take such steps as are within its power to initiate the restoration of MPAS to the User or the right to make future Connections (as applicable)):

Working Days After Cover Default	Action Within the Company's Rights Under this Schedule
Day 0	Date of default
Day 0 + 1	Interest and administration fee start to apply
Day 0 + 1	Issue notice of default to Contract Manager containing a statement of the Indebtedness Ratio and send a copy of such notice to the Authority.
Day 0 + 3	Formal User response required
Section 2A	
Day 0 + 5	Initiate action to suspend provision of MPAS to User in accordance with the provisions of the Master Registration Agreement, and notify the Authority.
Section 2B	
Day 0 + 5	Initiate action to suspend the right to make any further Connections to the Company's Distribution System, and notify both the User and the Authority.

Schedule 8 – Demand Control

8.7 Failure to comply with an Emergency SRN or a Compliance Notice shall constitute a breach of this Agreement and the Company may, with no prior notice to the User where the User is

in such breach, De-energise any Metering Point affected by the Emergency SRN or Compliance Notice for which the User is Registered in **MPAS**.

13.2 The Company shall ensure that the Nominated Central Source collates the information referred to in Paragraph 13.1 with the comparable information of other DNO/IDNO Parties and provides the collated information to the User (where it is a Supplier Party) by 31 July of the relevant year. The collated information shall be provided free of charge, and shall be provided in an Electronic Format showing each relevant Postcode in one column with the applicable Alpha Identifier and **MPAS ID** in separate columns.

13.4 In this Paragraph 13

- (a) "Alpha Identifier" means the single letter assigned to each Postcode area covered by the Company's Distribution System for the purpose of identifying (insofar as reasonably practicable) the Load Block with which Customers in that Postcode area are associated;
- (b) "Bill" has the meaning given to that term in Condition 1 of the Supply Licences;
- (c) "Electricity Supply Emergency Code" means the code of that name designated as such by the Secretary of State from time to time;
- (d) "Electronic Format" means a DVD containing the relevant information in ".csv" format;
- (e) "Load Block" means a geographic grouping of consumer load for the purpose of applying rota disconnections, as such rota disconnections are more fully described in the Electricity Supply Emergency Code;
- (f) "**MPAS ID**" means the unique two-digit number by which **MPAS Providers** are identified;
- (g) "Nominated Central Source" means a person agreed between the majority of DNO/IDNO Parties for the purpose of this Paragraph 13; and
- (h) "Postcode" means the full Post Office postcode (outcode and incode) of up to 8 characters, which will be presented with a space between the outcode and the incode (and no other spaces).

Schedule 14 – website requirements

- 4 Subject to Paragraph 5, Web Accounts shall only be given to the Panel, a Party, the Panel Secretary, the Secretariat, the Authority, the Consumer Body, **MRASCo**, the National Electricity Transmission System Operator, BSCCo, SECCo or DCUSA Ltd (or to the employees of any of them).

Schedule 16 - Common Distribution Charging Methodology

139 There will be no charges applied to **correctly de-energised** HH MPANs/sites as determined by the de-energisation status in **MPAS Registration System**.

Glossary of terms used within Schedule 16:

related MPAN has the meaning given to the expression "Related Metering Points" in the **Master Registration Agreement**.

Schedule 19 – Portfolio Billing

3.3 The report shall contain the following data items in the following sequence for each invoice raised in respect of a half-hourly-settled Connectee:

- (a) the Market Domain I.D. of the EDNO;
- (b) the GSP Group code of the DNO Party;
- (c) the invoice reference number;
- (d) the unique site reference of the connection within the EDNO Distribution System;
- (e) the number of MPANs covered by the invoice;
- (f) a list of the MPANs covered by the invoice (to be set out in accordance with Paragraph 3.5);
- (g) the month and year of the consumption/production covered by the invoice;
- (h) the Line Loss Factor Class Id (**as defined in the MRA**) for each MPAN covered by the invoice (being, for each MPAN, the "LLFC Id");
- (i) the fixed charge units (in days) covered by the invoice;
- (j) the units (in kWh) consumed/produced during the DNO Party's super red, red or black charging time bands, for the MPANs and in the period covered by the invoice;

- (k) the units (in kWh) consumed/produced during the DNO Party's amber or yellow charging time band, for the MPANs and in the period covered by the invoice;
- (l) the units (in kWh) consumed/produced during the DNO Party's green charging time band, for the MPANs and in the period covered by the invoice;
- (m) the chargeable agreed capacity (in kVA) for the MPANs covered by the invoice;
- (n) the chargeable excess capacity (in kVA) for the MPANs covered by the invoice; and
- (o) the chargeable reactive power units (in kVArh) for the MPANs covered by the invoice.

Schedule 24 – Service levels for resolving network operational issues and associated reporting requirements

- 2.1 The codes to be used are those defined by reference to the **Data Transfer Catalogue** Data Item J1824 "Asset Condition Code" governed under the **Master Registration Agreement (MRA)**.
 - 2.1.1 The asset condition codes for Category A Situations are referenced in the **MRA** with the prefix "A"
 - 2.1.2 The asset condition codes for Category B Situations are referenced in the **MRA** with the prefix "B".
 - 2.1.3 The asset condition codes for Category C Situations are referenced in the **MRA** with the prefix "C".