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**Dated**

**11 June 2004**

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**The Parties as named herein**

- and -

**SPAA Limited**

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**Supply Point Administration Agreement**

**Version [TBC13.2]**

**Release date [TBC10-December-2018]**

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# SUPPLY POINT ADMINISTRATION AGREEMENT

## VERSION CONTROL

Incorporating the changes set out in the following table:

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2.0	11 June 2004		Document designated pursuant to paragraph 1 of standard condition 34A of the gas suppliers licence	Whole document	11/06/04
2.1	29 November 2004	CP04/001	To introduce the RGMA Baseline into the SPAA as a SPAA Product	Schedule 6	12/07/04
		CP04/002	Removal of requirement for individually signed confidentiality agreements	Delete SPAA Clause 6.57 and amend SPAA Clause 11.5	12/08/04
		CP04/003	Additional Transaction Type Reason Code to cover re-establishment of gas supplies after clearance of debt	RGMA Baseline documentation : Market Domain Data	15/11/04
		CP04/004	Inclusion of UGL into the RGMA MDD as a Supplier id for Utilita Gas metering Ltd	RGMA Baseline documentation : Market Domain Data	15/11/04
		CP04/005	Inclusion of IGS into the RGMA MDD as a MAM id and a MAP id	RGMA Baseline documentation : Market Domain Data	15/11/04
		(Misc')	Change of SPAA ltd registered address	Annex 1, Schedule 4	29/11/04
			Removal of redundant paragraph	Clause 6.17	29/11/04
		CP04/006	Addition of Meter and Converter Attributes to MDD Product Table	RGMA Baseline documentation:	
		CP04/007	Removal of Meter Attributes from MDD Product Table	RGMA Baseline documentation:	
		CP04/008	MDD Changes Asset Manufacturers	RGMA Baseline documentation:	
		CP04/010	Change of Meter Attributes to MDD Product Table by addition and deletion of models	RGMA Baseline documentation:	

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2.2	29 April 2005	CP04/011	Co-operative objections	Schedule 7	01/03/05
		CP04/012	Process for customer requested objections	Schedule 8	01/03/05
		CP04/013	Assignment of debt in relation to PPM	Schedule 9	01/03/05
		CP04/014	Replace reference to 'MRPN(s)' within the SPAA and replace with 'Supply Point(s)'	Throughout the document, as prescribed in CP04/014	01/03/05
		CP05/015	Procedure for resolution of erroneous transfers	Schedule 10	01/03/05
		CP05/016	Process for resolution of disputed readings on change of supplier	Schedule 11	01/03/05
		CP05/017	Amendment to the process for the assignment of debt in relation to PPM	Schedule 9	01/03/05
		CP05/018	Inclusion of MAP file into the RGMA Baseline	RGMA Baseline documentation:	01/04/05
		CP05/020	BISCUIT data dictionary	Schedule 12	01/03/05
		CP05/021	Csv file transfer specification	Schedule 13	01/03/05
		CP05/022	Meter Point Reference Number request record details	Schedule 14	01/03/05
		CP05/023	MRR Process Flow – CSV Record Specification	Schedule 15	01/03/05
		CP05/024	OBJ Process Flow – CSV Record Specification	Schedule 16	01/03/05
		CP05/025	Supplier id: SID process flow	Schedule 17	01/03/05
		CP05/026	Addition of PP Meter Model to Product Table	RGMA Baseline documentation:	01/04/05
		CP05/027	Additional market participant name within the MDD A0065 field	RGMA Baseline documentation:	01/04/05
3.0	27 June 05	CP05/030	Revision to the Change Process to support MDD Changes	SPAA Definitions & Section 9 Schedule 18	01/05/05
3.0	27 June 05	CP05/031	Core Data Catalogue Gas	Schedule 19	01/06/05

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4.0	07 Nov, 05	CP05/037	Amend the Quoracy Rules for the SPAA Executive Committee and SPAA Board	SPAA Definitions Clause 6.30	07/11/05
		CP05/038	Include an additional Large Transporter Member on the EC	Clause 6.3.4 Clause 6.12 Schedule 4, Clause 5.1.2.4	01/09/05
		CP05/039	Correct typing errors in Clause 6.7.5, Clause 6.10 (i) and Part 1: Preliminary – Definitions and Interpretations.	Clause 6.7.5 Clause 6.10 (i) Part 1: Preliminary – Definitions and Interpretations	07/11/05
5.0	23 Feb, 06	CP05/032	Add a new SPAA Mandated Schedule: “The Procedure for Domestic Supplier to Supplier use of the “Notification of Old Supplier Information” Flow during Registration”	Schedule 20	23/02/06
		CP05/033	Add a new SPAA Voluntary Schedule: “The Procedure for Supplier Submission of an Early Reading (POS) or Old Supplier Estimated Reading (OSER) during Supply Point Registration”	Schedule 21	23/02/06
		CP05/034	Update to SPAA schedule “The Procedure for Agreement of Change of Supplier Reading and the Resolution of Disputed Change of Supplier Readings”	Schedule 11	23/02/06
		CP05/036	Amendment to “The Procedure for Domestic Supplier to Supplier use of the “Notification of Old Supplier Information” Flow during Registration” SPAA schedule.	Schedule 20	23/02/06

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		CP05/043	Amendment to “The Procedure for Domestic Supplier to Supplier use of the “Notification of Old Supplier Information” Flow during Registration” SPAA schedule.	Schedule 20	23/02/06
		CP05/045	New Converter Models for Acatris and Technolog	SPAA MDD	23/02/06
		CP05/046	Changes to existing Meter Details in MDD List	SPAA MDD	23/02/06
		CP05/049	Defined population of Proposed Read (BIS37) field in Initial Request for agreeing a missing Change of Supplier Reading	Schedule 11 Clause 3.1.1	23/02/06
5.1	30 June, 06	CP 06/051	Introduction of Self Certification and Derogation Forms within SPAA Schedule 3	Schedule 3 Clause 14.2	
		CP 06/053	Amendment to Schedule 12 “BISCUIT Data Dictionary” to provide clarity to the definition contained within Data Item BIS20 – Reference Number.	Schedule 12	30/06/06
		CP 06/056	Amendment to the BISCUIT Data Dictionary to remove Organisation I.D’s and replace with MDD Supplier Market Participant Names.	Schedule 12	30/06/06
		CP 06/062	Update to MDD Change Process	Schedule 18	30/06/06
5.2	03 Nov, 06	CP 05/044	MDD Product Table Validation Procedure	SPAA Product – MDD	03/11/06
		CP06/055	SPAA Metering Schedule	Schedule 22	03/11/06
		CP06/057	Updated Mandatory Schedule and Requirements for the Data Enquiry Service (DES) and other Supply Point Information Services	Schedule 23	03/11/06
		CP06/065	Update to the SPAA Change Process	Clause 9 SPAA Definitions	01/10/06

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		CP06/066	Addition of Meter Mechanism and Payment Method Code to MDD Fast Track Process	Schedule 18	03/11/06
		CP 06/067	New converter table entry names for Dresser Micro 197 series (configured)	SPAA Product – MDD	06/10/06
		CP06/068	Addition of AMR manufacturer/ assets to Product Table in MDD	SPAA Product – MDD	03/11/06
		CP06/069	Amendment to incorrect meter details held in MDD	SPAA Product – MDD	03/11/06
5.3	28 June, 07	CP 07/072	Amend converter table entry names for Instromet 793-1 series	SPAA Product – MDD	28/06/07
		CP 07/074	Principles for Granting Access to DES	Schedule 23	28/06/07
		CP 07/075	Add converter model table amendments to MDD fast-track process	Schedule 18	28/06/07
5.4	2 November 2007	CP 07/081	Facilitate Weighted Percentages in the Metering Schedules Report	Schedule 22	02/11/07
		CP 07/086	SPAA Schedule 8 Housekeeping Change	Schedule 8	02/11/07
		CP 07/087	SPAA Schedule 14 Housekeeping Change	Schedule 14	02/11/07
		CP 07/088	SPAA Schedule 12 Housekeeping Changes	Schedule 12	02/11/07
		CP 07/089	SPAA Schedule 14 Move MPN to Schedule 12	Schedule 12 Schedule 14	02/11/07
		CP 07/090	SPAA Schedule 15 Move MRR Record to Schedule 12	Schedule 15 Schedule 12	02/11/07
		CP 07/091	SPAA Schedule 16 Move OBJ Record to Schedule 12	Schedule 16 Schedule 12	02/11/07
		CP 07/092	SPAA Schedule 17 Move SID record to Schedule 12	Schedule 17 Schedule 12	02/11/07
		CP 07/093	SPAA Schedule 15 Housekeeping Change	Schedule 15	02/11/07
		CP 07/094	SPAA Schedule 17 Housekeeping Change	Schedule 17	02/11/07



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		CP 07/097	SPAA Housekeeping Change	Supply Point Administration Agreement v.5.3	02/11/07
6.0	29 February 2008	CP 07/100	SPAA Operational Contact List Management	Clause 15.3	29 February 08
		CP 07/102	Publication of Operational and Escalation Contact Information	Table of Contents Schedule 24	29 February 2008
		CP 07/076	Clarification in the process where Supplier has GT CoS Read	Schedule 11	29 February 2008
		CP 07/077	Clarification in the process for Telephone Agreed Reads	Schedule 11	29 February 2008
		CP 07/078	New Telephone Proposed Read rejection code (BIS 50)	Schedule 12	29 February 2008
		CP 07/079	New GT CoS rejection code (BIS 50)	Schedule 12	29 February 2008
		CP 07/085	SPAA Schedule 11 Clarification of Scope	Schedule 11	29 February 2008
		CP 07/104	SAR Schedule Re-write	Schedule 11	29 February 2008
6.1	27 June 2008	CP 08/110	Review of DES Schedule 23	Schedule 23	27 June 2008
6.2	01 October 2008	Ofgem proposed change	Modification of the SPAA under Section 8(5) of the Utilities Act 2000	Supply Point Administration Agreement v6.3	01 October 2008
6.3	07 November 2008	CP 07/109	Changes to SPAA Schedule 23 to facilitate User Pays services	Schedule 23	07 November 2008
	07 November 2008	CP 08/114	Telephone Service Provision for Agreed and Disputed Reads	Schedule 11	07 November 2008
	07 November 2008	CP 08/115	Removal of Metering Schedules Anonymity	Schedule 22	07 November 2008
7.0	27 February 2009	CP 08/116	Mandatory Provision of the NOSI Flow within 4WD	Schedule 20	27 February 2009

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		CP 08/117	Cosmetic amendments to SPAA Schedule 12- Biscuit Data Dictionary	Schedule 12	27 February 2009
		CP 08/118	Flexible Funding Arrangements for SPAA Ltd Projects	Clause 8	27 February 2009
		CP 08/120	Authority consent in SPAA	Clause 9	27 February 2009
7.1		CP 08/112	Clarification to Clause 8.4 of Schedule 22 SPAA Metering Schedule	Clause 8.4	26 June 2009
		CP 08/119	SPAA Schedule 10. Follow up of the Erroneous Transfer initial response within 5 days.	Schedule 10	26 June 2009
		CP 08/121	Limitation on the number of erroneous requests following a rejection.	Schedule 10	26 June 2009
		CP 08/125	Inclusion of Gas Prepayment Meter forum and activities under SPAA	Schedule 25	26 June 2009
		CP 08/127	Cosmetic amendments to SPAA Schedule 12- Biscuit Data Dictionary	Schedule 12	26 June 2009
		CP 09/131	Revision of voting arrangements to separate Small and Large Transporters at the SPAA Forum	Supply Point Administration Agreement v7.1	26 June 2009
7.2		CP 09/136	Change to SPAA Forum Quoracy Rules	Supply Point Administration Agreement v7.2	06 November 2009
		CP 09/137	Removal of Status response "O" from SPAA Data dictionary	Schedule 12	06 November 2009
		CP 09/139	Creation of Xoserve Supplier id table within MDD	Market Domain Data V8.0	06 November 2009
		CP 09/141	Change of Description to Reason Code C in BIS49 of Schedule 12	Schedule 12	06 November 2009

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8.0		CP 09/140	Assignment of Debt in Relation to Prepayment Meters – to reflect Ofgem requirement to increase debt transfer amount to £200	Schedule 9	18 January 2010
8.1		CP 09/157	Formatting changes to the SPA Agreement	Supply Point Administration Agreement 8.0	26 February 2010
		CP 09/144	Removal of Schedule 19	Supply Point Administration Agreement 8.0	26 February 2010
		CP 09/145	Amendment to Schedule 18 as consequence of CP 09/139	Schedule 18	26 February 2010
		CP 09/147	Creation of 3 <sup>rd</sup> service types in MDD	Market Domain Data	26 February 2010
		CP 09/149	Housekeeping Changes to Schedule 12	Schedule 12	26 February 2010
		CP 09/153	Creation of New Manufacturer code Itron	Market Domain Data	26 February 2010
		CP 09/161	Update of RGMA Baseline	RGMA Baseline	26 February 2010
		CP 09/162	Amendment to Conversion Basis Code for Dresser Micro 197 series	Market Domain Data	26 February 2010
		General Meeting – 24 February 2010	Housekeeping changes to the Articles of Association agreed	Annex 4 – Schedule 4	26 February 2010
8.2	25 June 2010	CP 09/143	AMR Interoperability	Supply Point Administration Agreement 8.2 New SPAA Product	25 June 2010
		CP 09/158	SPAA Breach & Event Default – Clause Changes	Supply Point Administration Agreement 8.2	25 June 2010
		CP 09/159	New Mandatory Schedule for management of Breach and Events of Default	New Schedule	25 June 2010

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		CP 09/160	SPAA Breach & Event of Default of Elective Schedule	Supply Point Administration Agreement 8.2	25 June 2010
		CP 09/163	Inclusion of Contact and Escalation details for Schedule 9 within Schedule 24	Schedule 24	25 June 2010
		CP 10/164	Addition of AMR SP as a new role code and description in MDD	Market Domain Data	25 June 2010
		CP 10/166	SPAA EC Chair	Supply Point Administration Agreement 8.2	25 June 2010
		CP 10/167	Amend Schedule 18 to allow amendments of Meter Model Data	Schedule 18	25 June 2010
		CP 10/168	Include missing Version Numbers to Schedule 12 section 2	Schedule 12	25 June 2010
8.3	05 November 2010	CP 10/170	Addition of MDD Attribute in Schedule 18	Schedule 18	05 November 2010
		CP 10/173	Notice of SPAA Appeals	Supply Point Administration Agreement	05 November 2010
		CP 10/174	MDD vs RGMA Code Duplications	Market Domain Data V9.2 and Schedule 18	05 November 2010
		CP 10/175	Add New 3 <sup>rd</sup> Party Service Type Code	Market Domain Data V9.2	05 November 2010
		CP 10/176	Amendments to Clause 10.13 and 10.14	Supply Point Administration Agreement	05 November 2010
		CP 10/177	Addition of Operational and Escalation Contacts	Schedule 24	05 November 2010
8.4	10 November 2010	CP 10/178	Management of Prepayment Activities	Schedule 25	10 November 2010
		CP 10/179	Prepayment Meter Misdirected Payments Process	Schedule 27	10 November 2010
		CP 10/180	Prepayment Meter File Formats	Schedule 28	10 November 2010

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		CP 10/181	Revised Glossary to support Prepayment Schedules	SPAA Main Body V8.3	10 November 2010
8.5	25 February 2011	CP 10/183	Inclusion of Contact and Escalation details in Schedule 24 in respect of the Duplicate Meter Points procedure	Schedule 24	25 February 2011
		CP 10/185	Duplicate Meter Points Schedule	Schedule 30 (new Schedule)	25 February 2011
		CP 10/186	Revised Glossary to support the Duplicate Meter Point Schedule	SPAA Main Body V8.4	25 February 2011
		CP 10/187	Removal of MDD (Word Versions) Annex's 1 -8	SPAA Product – MDD	25 February 2011
		CP 10/188	Inclusion of Valid ASCII characters in Schedule 13	Schedule 13	25 February 2011
		CP 10/191	Introduction of Technical Glossary	Schedule 29 (new Schedule)	25 February 2011
8.6	24 June 2011	CP 10/172	Amendments to mandate the flow of data from Meter Asset Manager (MAM) to Meter Asset Provider (MAP)	Schedule 22	24 June 2011
		CP 10/193	ONJOB Reporting Timescale	Schedule 22	24 June 2011
8.7	04 November 2011	CP 10/190	Procedure for the resolution of Crossed Meters	Schedule 31 (new Schedule)	04 November 2011
	04 November 2011	CP 11/195	Clarifying the Status of Schedules	Schedules 1-30	04 November 2011
	04 November 2011	CP 11/196	Rolling Backstop Date	Schedule 27	04 November 2011
	04 November 2011	CP 11/198	Inclusion of Meter Manufacturer's Codes and Descriptions in the MDD Fast Track Change Process	Schedule 18	04 November 2011

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	04 November 2011	CP 11/199	Disclosure of Supplier Name by MAM	RGMA Baseline 5.4	04 November 2011
	04 November 2011	CP 11/200	Determining the Misdirected Payments Rolling Backstop Date	Schedule 27	04 November 2011
8.8	24 February 2012	CP 11/201	Update Schedule 23 for IGT Weekly Reporting	Schedule 23	24 February 2012
	24 February 2012	CP 11/202	Change Reporting Guidelines with Schedule 22	Schedule 22	24 February 2012
	24 February 2012	CP 11/204	Data Enquiry Service and Minor Amendments to Schedule 23	Schedule 23	24 February 2012
8.9	29 June 2012	CP 12/206	Amending references to 'SCOGES' to 'DES'	List of SPAA Schedules, Schedule 23, Schedule 29 and Schedule 30	29 June 2012
	29 June 2012	CP 12/207	Amending Schedule 18 to address discrepancies in non-SPAA Parties' market participant details between UK Link and MDD	Schedule 18	29 June 2012
	29 June 2012	CP 12/208	Withdrawal of Change CP11/203 – Alternative Method of Submission BISCUIT files using Contact Management System Web Upload Capability	N/A (CP 11/203 never implemented)	29 June 2012
9.0	29 August 2012	CP 12/213	Introduce new definitions required for inclusion of Code of Practice for Gas Meter Asset Managers	SPAA Main Body V9.0	29 August 2012
		CP 12/214	Extend SPAA EC powers to incorporate Meter Asset Manager Arrangements	SPAA Main Body V9.0	29 August 2012

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		CP 12/215	Amend Schedule 6 to add Code of Practice for the Gas Meter Asset Managers as a new SPAA Product	Schedule 6	29 August 2012
		CP 12/216	Introduce a new Schedule – Meter Asset Manager Arrangements	Schedule 32 (new Schedule)	29 August 2012
9.1	8 September 2012	CP 12/220	Introduce MAMCoP Change Process in Schedule 32	Schedule 32	8 September 2012
	8 September 2012	CP 12/221	New definitions required for MAMCoP Change Process	SPAA Main Body V9.1	8 September 2012
	8 September 2012	CP 12/222	Include reference to MAMCoP Change Process to Clause 9	SPAA Main Body V9.1	8 September 2012
	8 September 2012	CP 12/223	Update MAMCoP references from Ofgem to SPAA	MAMCoP Product	8 September 2012
9.2	14 September 2012	CP 12/218	Introduce MAMCoP Audit Appeals Process in Schedule 32	Schedule 32	14 September 2012
	14 September 2012	CP 12/219	New definitions required for MAMCoP Audit Appeals Process	SPAA Main Body V9.2	14 September 2012
9.3	01 March 2013	CP 12/210	Mandate sending of MKPRT record containing the supplier in an ONUPD INSTL flow from MAM to MAP	RGMA Baseline 5.5 and RGMA Baseline Appendix 4.2	01 March 2013
	01 March 2013	CP 12/211	Mandate sending of MKPRT record containing the supplier in ONUPD APPNT flow from MAM to MAP	RGMA Baseline 5.5 and RGMA Baseline Appendix 4.2	01 March 2013
	01 March 2013	CP 12/224	Theft of Gas Code of Practice	Schedule 33	01 March 2013
9.4	01 April 2013	CP 12/225	Add new allowable Meter Mechanism Types	Market Domain Data	01 April 2013

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	01 April 2013	CP 13/228	Amendment to Schedule 23 for Smart Metering Implementation	Schedule 23	01 April 2013
9.5	28 June 2013	CP 13/226	Provisions for the Theft Risk Assessment Service (TRAS)	Schedule 34	28 June 2013
	28 June 2013	CP 13/229	Amendment to Schedule 23 to ratify Data Enquiry functionality	Schedule 23	28 June 2013
	28 June 2013	CP 13/230	Amending Schedule 18 allowing MAMCoP Change Administrators to reject MDD change proposals related to meter specific and converter model MDD attributes	Schedule 18	28 June 2013
	28 June 2013	CP 13/232	Re-inclusion of missing references to the Breach and Event of Default process in the Main Body of the SPAA	SPAA Main Body V9.5	28 June 2013
	28 June 2013	CP 13/233	Replacing 'CORGI' references by 'Gas Safe Register'	RGMA Baseline 5.6 and RGMA Baseline Appendix 4.3	28 June 2013
	28 June 2013	CP 13/236	Amendment to Schedule 20 to update with new Meter Mechanism codes	Schedule 20	CP 13/236
9.6	01 October 2013	CP 12/212	Gas only smart meter installations	SPAA Main Body V9.5 and Schedule 22	01 October 2013
	01 October 2013	CP 13/234	Amendment to Schedule 23 for the Foundation Stage of the Smart Metering Implementation Programme	Schedule 23	01 October 2013
	01 October 2013	CP 13/235	Inclusion of SMSO Id as MDD Market Participant	Market Domain Data v12.2	01 October 2013
9.7	08 November 2013	CP 13/328	Replacing 'CORGI' with 'GSREG' in MDD	Market Domain Data	08 November 2013



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	08 November 2013	CP 13/239	TRAS Arrangements: TRAS Product	SPAA Main Body, Schedule 6, Schedule 34 and new Product (TRAS Product)	08 November 2013
	08 November 2013	CP 13/240	Smart changes to Schedule 31 'Procedure for the resolution of Crossed Meters'	Schedule 31	08 November 2013
	08 November 2013	CP 13/242	Removal of the reference to Schedule 5 in Clause 6.2.14 of the SPAA Main Body	SPAA Main Body	08 November 2013
	08 November 2013	MAM 12/001	Approve MAMCoP version 3.0	MAMCoP 3.0	08 November 2013
	08 November 2013	CP 13/241	Gas Smart Metering System Operator (SMO) Retrospective Update Process	Schedule 35	08 November 2013
	08 November 2013	CP 13/244	Alignment of Care Category Codes between MDD and the RGMA Appendix	Market Domain Data	08 November 2013
9.8	02 January 2014	CP 13/245	Introduction of Significant Code Review Process	SPAA Main Body	02 January 2014
	02 January 2014	CP 13/246	Clarification of CP Appeal Provisions	SPAA Main Body	02 January 2014
	02 January 2014	CP 13/247	Introduction of CP Send Back Facility	SPAA Main Body	02 January 2014
	02 January 2014	CP 13/248	Provision for all Authority Consent CPs to be Issued to Ofgem	SPAA Main Body	02 January 2014
	02 January 2014	CP 13/249	Introduction of Code Administration Code of Practice Provisions	SPAA Main Body	02 January 2014
	02 January 2014	CP 13/250	Provision for Alternative Solutions in Change Process	SPAA Main Body	02 January 2014

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	02 January 2014	CP 13/251	Provision for Withdrawing Change Proposals	SPAA Main Body	02 January 2014
	02 January 2014	CP 13/252	Consideration of SPAA Objectives in Change Process	SPAA Main Body	02 January 2014
	02 January 2014	CP 13/253	Provision for Secretariat to Validate MDD CPs	Schedule 18	02 January 2014
	02 January 2014	CP 13/254	Clarification of Change Board Voting on Implementation Date/Technique	SPAA Main Body	02 January 2014
9.9	28 February 2014	CP 13/243	Changes to the Debt Assignment Protocol Process	Schedule 9	28 February 2014
	28 February 2014	CP 13/257	Theft of Gas Code of Practice Contact Information	Schedule 24	28 February 2014
	28 February 2014	CP 13/258	Theft of Gas Code Of Practice version 2	Schedule 33	28 February 2014
	28 February 2014	MAM 13/002	Ensuring Appropriate Supply Contracts Are In Place Before Installing a Gas Meter	MAMCoP 4.0	28 February 2014
10.0	27 June 2014	CP 13/231	RGMA changes for Smart	RGMA Baseline 5.7, RGMA Baseline Appendix 4.4 and MDD 13.4	27 June 2014
	27 June 2014	CP 13/255	Amendment to Schedule 23 for Smart Metering Implementation DCC Day 1 June 2014 Implementation	Schedule 23	27 June 2014
	27 June 2014	CP 13/259	Amendment to BIS20	Schedule 12	27 June 2014
	27 June 2014	CP 14/260	Provision of Supply Point Data and Determination of Weighted Votes	SPAA Main Body	27 June 2014
	27 June 2014	CP 14/261	Reallocation of Votes	SPAA Main Body	27 June 2014

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	27 June 2014	CP 14/262	Voting Provisions for Party Categories with Five or Fewer Parties	SPAA Main Body	27 June 2014
	27 June 2014	CP 14/263	Thresholds for SPAA Voting Provisions	SPAA Main Body	27 June 2014
	27 June 2014	CP 14/264	MAMCoP Voting Procedure	Schedule 32	27 June 2014
	27 June 2014	CP 14/265	Change the status of Schedule 12 for Domestic Suppliers from 'Elective' to 'Mandatory'	Schedule 12	27 June 2014
	27 June 2014	CP 14/266	Removal of Schedules 15, 16 and 17	Schedules 15, 16 and 17	27 June 2014
	27 June 2014	CP 14/269	Materiality of Change Proposals	SPAA Main Body	27 June 2014
	27 June 2014	CP 14/270	Review of SPAA Schedule 7 – Co-operative Objections Working Practice	Schedule 7	27 June 2014
	27 June 2014	CP 14/271	Removal of INHOM Dataset – Amendment to CP 13/231	RGMA Baseline 5.7 RGMA, Baseline Appendix 4.4 and MDD 13.4	27 June 2014
10.1	7 November 2014	CP 14/267	Consequential updates to SPAA Schedule 20 as a result of UNC Mod 477	Schedule 20	7 November 2014
	7 November 2014	CP 14/272	Process Improvements Changes to Schedule 10	Schedule 10	7 November 2014
	7 November 2014	CP 14/273	Stop Transporter Creation of entries in Asset Model tables outside existing UK Link Model Tables and MDD	RGMA Baseline 5.8	7 November 2014
	7 November 2014	CP 14/275	Update to incorrect Supplier Licence Condition References in SPAA	SPAA Main Body, Schedule 8, Schedule 10, Schedule 30 and Schedule 31	7 November 2014

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	7 November 2014	CP 14/276	Changes to SPAA Sub-sequential to the Implementation of the Third Package	SPAA Main Body	7 November 2014
	7 November 2014	CP 14/277	Submission of Supply Point Data by Transporters to the Secretary	SPAA Main Body	7 November 2014
	7 November 2014	CP 14/278	MDD Change Cycle Calendar Amendments	Schedule 18	7 November 2014
	7 November 2014	CP 14/280	Review of Schedule 11 (Missing & Disputed Reads Process)	Schedule 11	7 November 2014
	7 November 2014	CP 14/285	Update of Schedule 24 to include operational contacts for Schedule 7	Schedule 24	7 November 2014
10.2	27 February 2015	CP 14/282	Provision of Smart Meter roll-out profiles to Transporters	Schedule 36 (new Schedule)	27 February 2015
	27 February 2015	CP 14/286	Clarification of approvals process for MDD Change Proposals at the Change Board	Schedule 18	27 February 2015
10.3	26 June 2015	CP 14/283	Record Presence of AMR and Provider – Transitional Change	Market Domain Data version 14.3	26 June 2015
	26 June 2015	CP 15/290	Preface to RGMA Baseline	SPAA RGMA Baseline 5.9	26 June 2015
10.4	01 June 2015	CP 15/292	Theft Risk Assessment Service Implementation	SPAA Main Body Schedule 6 Schedule 34	01 June 2015
	01 June 2015	CP 15/295	Theft Risk Assessment Service Retrospective Funding	SPAA Main Body	01 June 2015
10.5	26 June 2015	CP 15/288	Updating of SPAA to future proof references to bodies representing Consumers' interests	SPAA Main Body, Schedule 9, Schedule 29	26 June 2015
	26 June 2015	CP 15/289	Theft of Gas Code of Practice version 3.0	Schedule 33	26 June 2015

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	26 June 2015	CP 15/294	Theft of Gas Code of Practice version 3.0 – reporting templates	Schedule 33	26 June 2015
	26 June 2015	CP 15/298	Extension of MDD Appeal Window	Schedule 18	26 June 2015
	26 June 2015	CP 15/299	Late Payment Interest on SPAA Invoices		26 June 2015
	26 June 2015	CP 15/303	Optionality Of MDD Payment Method	Schedule 18	26 June 2015
	26 June 2015	MAM 15/001	Addition of a version control cover sheet to MAMCoP to include start date for auditing purposes	MAMCOP 5.0	26 June 2015
10.6	8 July 2015	CP 15/304	Debt Assignment Protocol (DAP) Phase 2 Changes	Schedule 9	8 July 2015
10.7	28 July 2015	CP 15/297	Accession of I&C TRAS Suppliers	All Schedules and SPAA Main Agreement.	28 July 2015
10.8	7 August 2015	CP 15/306	Inclusion of new definition – Project Nexus Implementation Date	SPAA Main Agreement	7 August 2015
10.9	6 <sup>th</sup> November 2015	CP 15/293	Removal of BISCUIT files and clarification of the relevant processes within Schedule 11, and associated amendments to Schedule 12.	Schedule 11 and 12	6 <sup>th</sup> November 2015
	6 <sup>th</sup> November 2015	CP15/300	Broadening the categories of parties that can report instances of suspected breach	SPAA Main Body, Schedule 26	6 <sup>th</sup> November 2015
	6 <sup>th</sup> November 2015	CP 15/302	Amended provision of SMART roll out reporting to transporters	Schedule 36	6 <sup>th</sup> November 2015
	6 <sup>th</sup> November 2015	CP 15/311	MAMCoP Investigation and Audit Procedure	Schedule 32	6 <sup>th</sup> November 2015
	6 <sup>th</sup> November 2015	CP 15/312	Erroneous Transfers Escalations	Schedule 10	6 <sup>th</sup> November 2015

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	6 <sup>th</sup> November 2015	CP 15/313	Amendment to Schedule 33 (Theft Assessment Calculator)	Schedule 33	6 <sup>th</sup> November 2015
	6 <sup>th</sup> November 2015	CP 15/314	Amendment Schedule 9 To Specify DAP Invoicing Frequency	Schedule 9	6 <sup>th</sup> November 2015
	6 <sup>th</sup> November 2015	MAM 15/006	Terminology Update	MAMCOP 6.0	6 <sup>th</sup> November 2015
	6 <sup>th</sup> November 2015	MAM 15/007	Meter Installation Replacement and Returns	MAMCOP 6.0	6 <sup>th</sup> November 2015
	6 <sup>th</sup> November 2015	MAM 15/008	MAMCoP Investigation and Audit Procedure	MAMCOP 6.0	6 <sup>th</sup> November 2015
11.0	26 <sup>th</sup> February 2016	CP 15/315	Introduction of TRAS Dispute Procedure	New appendix to Schedule 34	26 <sup>th</sup> February 2016
	26 <sup>th</sup> February 2016	CP 15/318	Amendment to TRAS Data File Names	Schedule 34	26 <sup>th</sup> February 2016
	26 <sup>th</sup> February 2016	CP 15/319	Removal of Asset Status Codes DM and FA from MDD	Market Domain Data	26 <sup>th</sup> February 2016
	26 <sup>th</sup> February 2016	CP 15/321	SPAA Protections	SPAA Main Body	26 <sup>th</sup> February 2016
	26 <sup>th</sup> February 2016	CP 15/322	MAMCOP Governance	Schedule 32	26 <sup>th</sup> February 2016
	26 <sup>th</sup> February 2016	MAM 10/009	MAM 15/009 MAM Communication Method	MAMCOP	26 <sup>th</sup> February 2016
	26 <sup>th</sup> February 2016	MAM 10/010	Meter Installation Transfer Communication Requirements	MAMCOP	26 <sup>th</sup> February 2016
11.1	24 March 2016	CP 15/320	TRAS Expert Group (TEG) Assessment of TRAS Related Change Proposals	SPAA Main Body	24 March 2016

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11.2	1 <sup>st</sup> April 2016	CP 15/296	Mandate that all suppliers shall use the DTN for the exchange of NOSI flows	Schedule 20	1 <sup>st</sup> April 2016
11.3	1 <sup>st</sup> July 2016	CP 16/323	TRAS Incident Single Point of Contact	Schedule 34	1 <sup>st</sup> July 2016
	1 <sup>st</sup> July 2016	CP 16/324	Change of Name Certificate	SPAA Main Body	1 <sup>st</sup> July 2016
	1 <sup>st</sup> July 2016	CP 16/326	Amendments to Schedule 25 and Schedule 29	Schedules 25 and 29	1 <sup>st</sup> July 2016
	1 <sup>st</sup> July 2016	CP 16/330	Introduction of new terms into Schedule 28	Schedule 28	1 <sup>st</sup> July 2016
	1 <sup>st</sup> July 2016	CP 16/332	Alignment of Schedule 11 (Disputed Read Process) with its equivalent in Electricity (MAP CP 0266) for non-smart customers	Schedule 11	1 <sup>st</sup> July 2016
11.4	22 August 2016	CP 16/325		SPAA Main Body Schedule 34 Addition of Schedule 37	22 August 2016
11.5	4 <sup>th</sup> November 2016	CP 16/328	Schedule 33 – Theft Reporting Amendments	Schedule 33	4 <sup>th</sup> November 2016
	4 <sup>th</sup> November 2016	CP 16/333	Amendments to the MAMCoP Audit Process	Schedule 32	4 <sup>th</sup> November 2016
	4 <sup>th</sup> November 2016	CP 16/335	Formalise the raising, logging and discussion of issues	SPAA Main Body	4 <sup>th</sup> November 2016
	4 <sup>th</sup> November 2016	CP 16/340	Housekeeping amendment to redundant Schedules	Schedules 15, 16 and 17	4 <sup>th</sup> November 2016
	4 <sup>th</sup> November 2016	CP 16/341	Introduction of new definitions and update to Schedule 33	SPAA Main Body and Schedule 33	4 <sup>th</sup> November 2016
	4 <sup>th</sup> November 2016	CP 16/342	Updating Schedule 9 in line with MRA MAP CP 0271	Schedule 9	4 <sup>th</sup> November 2016

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	4 <sup>th</sup> November 2016	CP 16/348	Housekeeping Changes to Metering Schedule 22	Schedule 22	4 <sup>th</sup> November 2016
11.6	21 <sup>st</sup> December 2016	CP 16/334	Smart Prepayment Change of Supplier Exceptions Process	Schedule 38	21 <sup>st</sup> December 2016
11.7	24 <sup>th</sup> February 2017	CP 16/336	Amendments to the SPAA change process	SPAA Main Body	24 <sup>th</sup> February 2017
	24 <sup>th</sup> February 2017	CP 16/345	Amendment to Appendix 2 Conditionality	Schedule 34	24 <sup>th</sup> February 2017
	24 <sup>th</sup> February 2017	CP 16/346	ETOS Secure Email Service User Allocation	Schedule 37	24 <sup>th</sup> February 2017
	24 <sup>th</sup> February 2017	CP 16/350	Clarification of TRAS Accession Process	Schedule 34	24 <sup>th</sup> February 2017
	24 <sup>th</sup> February 2017	CP 16/352	Changes to SPAA following Ofgem's decision to modify SLC 30 of the Gas Supply Licence	SPAA Main Body	24 <sup>th</sup> February 2017
	24 <sup>th</sup> February 2017	CP 16/353	Housekeeping Amendments To The SPAA Main Body	SPAA Main Body	24 <sup>th</sup> February 2017
	24 <sup>th</sup> February 2017	CP 16/364	Amendment to Actual Reading Definition	Schedule 29	24 <sup>th</sup> February 2017
	24 <sup>th</sup> February 2017	CP 16/368	Gaining Suppliers issuing a PP01 where an objection has occurred	Schedule 27	24 <sup>th</sup> February 2017
	24 <sup>th</sup> February 2017	CP 16/369	Clarification to A0163 for smart meters in Market Domain Data (Schedule 18)	Schedule 18	24 <sup>th</sup> February 2017



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11.8	14 <sup>th</sup> March 2017	CP 14/268 & CP 16/327	CP14/268 – Introduction of the Gas Theft Detection Incentive Scheme  CP16/327 - Revision and Implementation of the Gas Theft Detection Incentive Scheme	Schedule 38	14th March 2017
11.9	1 <sup>st</sup> April 2017	CP 16/349	Introduction of OAMI into SPAA EC vires	SPAA Main Body	1st April 2017
	1 <sup>st</sup> April 2017	CP 16/366	Implementation of Approved Meter Installer Code of Practice	Schedule 6, introduction of new SPAA Product	1st April 2017
	1 <sup>st</sup> April 2017	CP 17/372	Implementation of the Approved Meter Installer Governance	Schedule 40 (new Schedule)	1st April 2017
12.0	5 <sup>th</sup> May 2017	CP 16/354	Mandate that all suppliers shall use the DTN for the exchange of RET flows	Schedule 10, 12	5th May 2017
	5 <sup>th</sup> May 2017	CP 16/355	Mandate that all suppliers shall use the DTN for the exchange of SAR flows	Schedule 11, 12	5th May 2017
	5 <sup>th</sup> May 2017	CP 16/363	Adding Meter Serial Number (MSN) to the Supplier Agreed Read (SAR) flow	Schedule 11	5th May 2017
12.1	22 <sup>nd</sup> May 2017	CP 17/382	Amendments to Prepayment Tariff Pages - Updated following legal review	Schedule 25, 29	22nd May 2017
12.2	1 <sup>st</sup> June 2017	CP 12/227	Mandating Schedule 22 for Small Transporters	Schedule 22	1st June 2017
	1 <sup>st</sup> June 2017	CP 14/284	Record Presence of AMR and Provider – Permanent Change	MDD General, RGMA Baseline and RGMA Appendix	1st June 2017
	1 <sup>st</sup> June 2017	CP 15/305	Additional MDD Rejection Codes for UKLP	MDD Response Codes	1st June 2017
	1 <sup>st</sup> June 2017	CP 15/307	Amendment to the Implementation date of CP14/284	Implementation date of CP 14/284	1st June 2017

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	1 <sup>st</sup> June 2017	CP 15/308	Removal of Schedule 7 (Cooperative Objections) as a result of Nexus	Schedule 7	1st June 2017
	1 <sup>st</sup> June 2017	CP 15/317	Amendment to Schedule 23 to reflect Changes at Project Nexus Implementation	Schedule 23	1st June 2017
	1 <sup>st</sup> June 2017	CP 16/343	Housekeeping amendment to redundant Schedules	Schedule 7	1st June 2017
	1 <sup>st</sup> June 2017	CP 17/376	Xoserve funding and Governance Impacts	Schedules 18, 23, 29, 35 and MDD General	1st June 2017
	1 <sup>st</sup> June 2017	CP 17/386	Housekeeping – MSN Definition and Domain Standardisation throughout SPAA	Schedules 10, 11, 12, 20, 23, 29, 31 and 35	1st June 2017
12.3	30 <sup>th</sup> June 2017	CP 17/383	CP 17/383 - Provision of SPAA Forum Chair	SPAA Main Body	30th June 2017
		CP 17/390	CP 17/390 – Provision of independent EC Chairperson		
12.4	1 August 2017	CP 17/393	CP 17/393 - Amendments to RET/SAR files to address potentially material anomalies	Schedule 10, 11	1st August 2017
12.5	31 August 2017	CP 16/359	CP 16/359 - MAMCoP Audit Process Amendments	Schedule 32	31st August 2017
12.6	03 November 2017	CP 17/398	Update Schedule 34 - Appendix 2 data items	Schedule 34, Appendix 2	03 November 2017
	03 November 2017	CP 17/397	Correcting A0123 Values	MDD Meter Product Table	03 November 2017
	03 November 2017	CP 17/396	ETTOS - Clarify Transporter Reporting Requirements	Schedule 37	03 November 2017

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	03 November 2017	CP 17/379	Introduction of an Unidentified Funds Process in Schedule 25	Schedule 25 Schedule 29	03 November 2017
12.7	03 January 2018	CP 17/414	Updating SPAA Ltds address and auditor within Schedule 4 and the SPAA Main Body	Schedule 4	03 January 2018
12.8	23 February 2018	CP 17/413	GTDIS Annual Reporting Timelines	Schedule 39	23 February 2018
	23 February 2018	CP 17/409	Schedule 31 - Housekeeping Update	Schedule 31	23 February 2018
	23 February 2018	CP 17/404	Reporting ETTOS Identified Theft to the TRAS Service Provider	Schedule 37	23 February 2018
	23 February 2018	CP 17/403	Updating Small and Large Transporter Status to Mandatory for Schedule 37	Schedule 37	23 February 2018
	23 February 2018	CP 17/417	Schedule 10 and 11 – Text Field Population	Schedule 10 and 11	23 February 2018
	23 February 2018	CP 17/408	Schedule 11 – Replacement of Readings to Allow Acceptance of SAR	Schedule 11	23 February 2018
12.9	24 May 2018	SCP 427	General Data Protection Regulation Compliance for SPAA	SPAA Main Body	24 May 2018
13.0	29 June 2018	SCP 430	Correction of Typographical Errors in RGMA Data Flow Catalogue	RGMA Annex B & C	29 June 2018
	29 June 2018	SCP 428	RGMA Annex D – Text Domain Clarification	Annex D – Text Domain (Gas Supplier User File Design Specification Rule 9.)	29 June 2018
	29 June 2018	SCP 426	Introduction of SPAA Data Flow Catalogue	SPAA Schedules 6, 10, 11, 12, 13, 20 & 29	02 November 2018
	29 June 2018	CP 17/415	Aligning the SPAA roll out template with the BEIS roll out template	Schedule 36	29 June 2018

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	29 June 2018	CP 17/418	Amending References to GT to Reflect CDSP Arrangements	SPAA Main Body Schedule 8 Schedule 10 Schedule 20 Schedule 21 Schedule 22 Schedule 23 Schedule 29 Schedule 30 Schedule 33 RGMA Baseline Document	29 June 2018
	29 June 2018	CP 17/416	ET Reason Rejection Code Clarification in SPAA Schedule 10	Schedule 10	29 June 2018
	29 June 2018	CP 17/406	Updating Schedule 22 in line with RGMA Baseline	Schedule 22 & 29	29 June 2018
	29 June 2018	CP 17/405	RGMA Baseline Document Amendments	RGMA Baseline Document	29 June 2018
13.1	02 November 2018	CP 17/381	Introducing Failed Status in the A0037 (Asset Status Code) and A0038 (Asset Status Description) for In Home Display	MDD General v18.11	02 November 2018
	02 November 2018	CP 17/411	Updates to Schedule 22 with specific reference to Section 7- Suppliers Reporting Obligations	Schedule 22	02 November 2018
	02 November 2018	CP 17/419	Updates to Schedule 18 – Market Domain Data	Schedule 18	02 November 2018
	02 November 2018	SCP 420	Amendments to the SPAA Main Body concerning the Change Process	SPAA Main Body	02 November 2018
	02 November 2018	SCP 424	Introduction of Prepayment Charging Methodology	Schedule 25	02 November 2018
	02 November 2018	SCP 426	Introduction of SPAA Data Flow Catalogue	SPAA Schedules 6, 10, 11, 12, 13, 20, 29, Annex A, B, C, D	02 November 2018

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	02 November 2018	SCP 432	Adding a new Meter Type code of 'O' (Orifice) to MDD	MDD General v18.11	02 November 2018
	02 November 2018	SCP 433	Schedule 29 Definitions Update	Schedule 29	02 November 2018
	02 November 2018	SCP 440	Updates to Schedule 10 regarding the Escalation Telephone Service	Schedule 10	02 November 2018
	02 November 2018	SCP 441	Updates to Schedule 10 regarding Re-registration Timescales	Schedule 10	02 November 2018
	02 November 2018	SCP 442	SPAA Ltd Shareholder Provisions	Schedule 4	02 November 2018
	02 November 2018	SCP 445	Schedule 34 – Removal of Unused Data Items	Schedule 34, Schedule 34 Appendix 2	02 November 2018
	02 November 2018	SCP 446	Clarificatory Updates To Schedule 25 Regarding unallocated payment process	Schedule 25, Schedule 29	02 November 2018
13.2	10 December 2018	SCP 456	Sharing theft data between the TRAS and the AUGÉ via the CDSP	Schedule 34	10 December 2018
	10 December 2018	SCP 458	Calculation of the Annual GTDIS Debits and Credits	Schedule 39	10 December 2018
<u>TBC</u>	<u>TBC</u>	<u>TBC</u>	<u>TBC</u>	<u>TBC</u>	<u>TBC</u>

**THIS AGREEMENT** is made on \_\_\_\_\_ day of \_\_\_\_\_ 2004

**BETWEEN:**

- (1) **THE PERSONS** whose names, registered numbers and registered or principal offices are set out in Parts 1 to 4 of Schedule 1; and
- (2) **SPAA LIMITED** a company incorporated in England and Wales (registered number 04365599) whose registered office is at **Northumberland House, 303-306 High Holborn, London WC1V 7JZ ("SPAA Ltd")**.

**WHEREAS:**

- (A) Condition 30 of the Gas Suppliers Licence and Condition 14 of the Gas Transporters Licence provide respectively that each Supplier and each Transporter is required to be a Party to and comply with the provisions of this Agreement;
- (B) Each Supplier and each Transporter has accordingly agreed to enter into this Agreement on the basis of the terms and conditions set out below.

## PART I: PRELIMINARY

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions in this Agreement:

<b>"Act"</b>	means the Gas Act 1986 as amended by the Gas Act 1995 and the Utilities Act 2000;
<b>"Accession Agreement"</b>	means an agreement in the form set out in Schedule 2;
<b>"Affected Party"</b>	has the meaning given to that term in Clause 12.1;
<b>"Affiliate"</b>	means, in relation to any Party, any holding company of that Party, any subsidiary of that Party or any subsidiary of a holding company of that Party, in each case within the meaning of Sections 1159 of the Companies Act 2006;
<b>"Agreement"</b>	means this Supply Point Administration Agreement the Schedules, Annexes and Appendices thereto;
<b>"Application for Derogation"</b>	has the meaning given in Clause 14.2;
<b>"Authority"</b>	means the Gas and Electricity Markets Authority established by Section 1(1) of the Utilities Act 2000;
<b>Authority Change Proposal</b>	means modifications proposed to this Agreement:  (a) where the Authority reasonably considers the modifications are necessary to comply with or implement the Regulation and/or any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators; and/or  (b) in respect of a Significant Code Review;
<b>Authority-Led Modification</b>	means a modification to this Agreement proposed by the Authority pursuant to Condition 30.10B of the Gas Suppliers Licences;
<b>"Board"</b>	means the board of directors of SPAA Ltd;
<b>"Business"</b>	means acting as a corporate vehicle in relation to the Agreement SPAA pursuant to (i) a resolution of SPAA EC (or any sub committee of it) passed pursuant to Clause 5 of this Agreement and effective by virtue of the provisions of that Clause or (ii) a decision of the Secretariat acting within the scope of its authority which (in each case) it is necessary or desirable to implement by means of a binding contract on an arms length basis;
<b>"CDSP's Annual Charging Statement"</b>	means the statement of the CDSP's charges produced by the CDSP each year and available on the website of the Joint Office of Gas Transporters;

<b>"Central Data Service Provider" or "CDSP"</b>	means the person for the time being appointed by the Transporters, pursuant to Standard Special Condition A15A (Central Data Service Provider) of the Gas Transporters Licence;
<b>"Chairperson"</b>	means the chairperson of the Board for the time being and from time to time;
<b>"Change Control Administrator"</b>	means the person appointed by SPAA EC pursuant to Clause 9.3;
<b>"Change Proposal"</b>	means a proposal to amend this Agreement submitted in accordance with Clause 9;
<b>"Change Proposal Form"</b>	means one or more documents in the form issued by the SPAA EC from time to time, to be used for the purposes of raising a Change Proposal;
<b>"Change Report"</b>	means a written report on a Change Proposal which shall include: <ul style="list-style-type: none"> <li>(i) an assessment and detailed explanation of whether the Change Proposal would, and if so how, better facilitate achieving the relevant objectives set out in Clause 9.12A;</li> <li>(ii) details of the Weighted Votes cast, and whether the Change Proposal was accepted or rejected under Clause 9.13; and</li> <li>(iii) where Clause 9.1, 9.1A or 9.1B applies, a statement that the acceptance or rejection of the Change proposal is subject to the Authority's decision under Clause 9.16;</li> </ul>
<b>"Change Voting Date"</b>	means those dates set or amended by SPAA EC in each Financial Year when relevant interested Parties may vote upon Change Proposals which are designated by SPAA EC to be voted on upon those dates pursuant to Clause 9.7;
<b>"Code Administration Code of Practice"</b>	means the code of that name approved by the Authority as amended and/or re-published with the Authority's approval from time to time;
<b>"Collated Comments"</b>	has the meaning given to it in Clause 9.10;



<b>“Confirmed Theft”</b>	means that a Supplier or Transporter (or person acting on behalf of a Supplier or Transporter) reasonably determines that, on the balance of probabilities and taking into account all of the evidence then available, one or more instances of Theft of Gas has occurred. In making such a determination, the Party shall have regard to the descriptions in Schedule 33 (Theft of Gas Code of Practice) of what constitutes Theft of Gas. A Party may not make such a determination unless it has sufficient evidence to substantiate the occurrence of Theft of Gas. For Suppliers, such evidence must include (as a minimum): (a) an indication of theft via a desktop review of consumption levels; and (b) a report of a site visit where access was successful; and (c) photographic (or sketch) evidence of the theft, including illegal connection/bypass or meter tampering; and (d) a determination of the value of gas stolen; and (e) (where available) a police report or crime reference number.
<b>"Competent Authority"</b>	means the Secretary of State, the Authority and any local or national agency, authority, department, inspectorate, minister, ministry, official, or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom or the European Community;
<b>"Confidential Information"</b>	means, in relation to a Party, all data or other information supplied to that Party by another Party under or pursuant to the provisions of this Agreement;
<b>"Contract Manager"</b>	means a person appointed by each Party pursuant to Clause 15.1;
<b>"Consumer"</b>	means any person supplied or requiring to be supplied with Gas at any Premises by a Supplier;
<b>“Consumer Price Index”</b>	means the prevailing figure as published by the Office for National Statistics;
<b>“Consumers’ Representative”</b>	means the individual if any from time to time notified to the Code Administrator by the National Consumer Council or any successor body thereto or in the absence of the same, such individual as may be designated by the Authority.
<b>“Consumption File”</b>	has the meaning given to that expression in paragraph 8.1 of Schedule 34 (Theft Risk Assessment Arrangements).
<b>"Data Protection Legislation"</b>	means the Data Protection Act 1998; and EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which is known as the General Data Protection Regulation;
<b>“DCUSA Ltd”</b>	means the corporate vehicle created for the purposes of giving effect to the decisions of the panel under the DCUSA (including its successors as such).

<b>“Defaulting Party”</b>	has the meaning given in Clause 10.1;
<b>“Deemed No Interest”</b>	Has the meaning given in Clause 7.17;
<b>“Designated Agreements”</b>	means: (i) this Agreement; (ii) the Network Codes and any agreements entered into by a Party pursuant to the Network Codes; (iii) <u>the Retail Energy Code;</u> <del>(iii)</del> (iv) _____ an y other agreement specified as a Designated Agreement from time to time by SPAA EC; and <del>(iv)</del> (v) any agreement which the Authority from time to time approves as a Designated Agreement;
<b>“Disclose”</b>	means disclose, reveal, report, publish or transfer and <b>“Disclosure”</b> shall be construed accordingly;
<b>“Dispute”</b>	has the meaning given to that term in Clause 13.1;
<b>“Disputing Party”</b>	has the meaning given to that term in Clause 13.2;
<b>“Domestic Supplier”</b>	means a Party who is entitled to make Domestic Supplies and who is described in Part 2 of Schedule 1;
<b>“Domestic Supply”</b>	means a supply of Gas to Premises which is taken wholly or mainly for domestic purposes;
<b>“Effective Date”</b>	means the date of this Agreement;
<b>“Elective Register”</b>	has the meaning given to that term in Clause 5.10;
<b>“Elective”</b>	means a Clause(s) of and/or a Schedule(s) to (or any part(s) thereof) this Agreement which a Party, may elect to comply with pursuant to and in accordance with Clauses 5.7 to 5.9 (inclusive);
<b>“Elective Schedule”</b>	has the meaning given to that term in Clause 5.6;
<b>"Energy Theft Tip-Off Service"</b>	means a service by which members of the public can report instances (or potential instances) of energy theft (including Theft of Gas).
<b>"ETTOS Contract"</b>	means each of the contracts from time to time between SPAA Ltd and an ETTOS Service Provider for provision of the Energy Theft Tip-Off Service (which may be a tripartite contract to which DCUSA Ltd is also party).

<b>"ETTOS Contract Manager"</b>	means one or more persons appointed under contract from time to time by SPAA Ltd (potentially jointly with DCUSA Ltd) to administer and manage some or all of the ETTOS Contract (potentially jointly with the TRAS Contract) on behalf of SPAA Ltd.
<b>"ETTOS Liabilities"</b>	means all costs, charges, expenses, professional fees, fines, damages and other liabilities incurred under or in connection with the Energy Theft Tip-Off Service (including the ETTOS Contract), whether in contract, tort (including negligence), for breach of statutory duty or otherwise.
<b>"ETTOS Service Provider"</b>	means the person or persons with which SPAA Ltd contracts from time to time for provision of the Energy Theft Tip-Off Service (but excluding the Secretariat in its role as Secretariat and excluding the ETTOS Contract Manager).
<b>"ETTOS Recipient"</b>	means each Supplier and each Transporter.
<b>"ETTOS Service Data"</b>	means the materials, information and other data received by Recipients pursuant to the Energy Theft Tip-Off Service.
<b>"Event of Default"</b>	has the meaning given to that term in Clause 10.1;
<b>"Extra Votes"</b>	has the meaning given to that term in Clauses 6.9 and 6.11;
<b>"Financial Year"</b>	means the period from 1 <sup>st</sup> April to 31 <sup>st</sup> March each year provided that the First Financial Year shall begin on the date of this Agreement and end on the next following 31 <sup>st</sup> March and the final Financial Year shall, in the event of termination of this Agreement otherwise than on the anniversary of the last day of the Financial Year, be such shorter period as shall end on the date of termination;
<b>"Force Majeure"</b>	means any event or circumstance which is beyond the reasonable control of any Party acting as a Reasonable and Prudent Operator and which results in or causes the failure of that Party to perform any of its obligations under this Agreement, provided that lack of funds shall not be interpreted as a cause beyond that Party's reasonable control;
<b>"Forum Chairperson"</b>	has the meaning given to that term in Clause 7.16;
<b>"Gas"</b>	has the meaning given in Section 48(1) of the Act:
<b>"Gas Suppliers Licence"</b>	means a licence to supply Gas granted by the Authority;
<b>"Gas Transporter",</b>	means the holder of a Gas Transporters Licence;
<b>"Gas Transportation Database"</b>	Means, in respect of each Transporter, the database of information (including Supply Points) administered by the CDSP on behalf of that Transporter;
<b>"Gas Transporters Licence"</b>	As defined in the UNC (Uniform Network Code)

<b>“Good Industry Practice”</b>	means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.
<b>"Group of Domestic Suppliers"</b>	means a group of Domestic Suppliers and their Affiliates who are also Parties and Domestic Suppliers;
<b>“Group of Gas Transporters”</b>	means a group of Gas Transporters and their Affiliates who are also Parties and Gas Transporters;
<b>"Group of Industrial and Commercial Suppliers"</b>	means a group of Industrial and Commercial Suppliers and their Affiliates who are also Parties and Industrial and Commercial Suppliers;
<b>"Group of Parties"</b>	means a group of Suppliers or Transporters and their Affiliates who are also Parties, provided that any Affiliates who are not Suppliers or Transporters shall be excluded and for the avoidance of doubt where the phrase Group of Parties in a category of Parties is used only those Affiliates who are in the same category of Parties shall be included in the group;
<b>“Hunter System”</b>	means the system of that name developed by the TRAS Service Provider under the TRAS Contract, as more particularly defined in the TRAS Contract.
<b>"I&amp;C Supplier Member"</b>	has the meaning given to that term in Clause 6.3.1;
<b>"I&amp;C Supply"</b>	means a supply of Gas to a Consumer taken wholly or mainly for non-domestic purposes (as such term is used in the Gas Suppliers Standard Licence Conditions issued pursuant to the Utilities Act 2000);
<b>"I&amp;C TRAS Supplier"</b>	means a Party who is entitled to make I&C Supplies and who is described in Part 3B of Schedule 1;
<b>"I&amp;C TRAS Supplier Member"</b>	has the meaning given to that term in Clause 6.3.1A;
<b>“Impact Assessment”</b>	means, in respect of a Change Proposal, each Party's assessment of the impact of the change if it were to be approved (including its technical, business and/or implementation impact);
<b>"Industrial and Commercial Supplier"</b>	means a Party who is entitled to make I&C Supplies and who is described in Part 3A or 3B of Schedule 1;
<b>"Intellectual Property"</b>	means database rights, patents, registered design rights, unregistered design rights, copyrights, rights in trade marks whether registered or not, goodwill and rights in confidential information and know how and any associated or similar rights (including, in all cases, applications and rights to apply therefor);
<b>“Large Domestic Supplier Member”</b>	has the meaning given to that term in Clause 6.3.2;

<b>“Large Domestic Supplier”</b>	means a Domestic Supplier who has one (1) million or more Supply Points for Domestic Supplies Registered on all Gas Transportation Databases;
<b>“Large Transporter”</b>	means a Gas Transporter who has one (1) million or more Supply Points Registered on its Gas Transportation Database;
<b>“Large Transporter Member”</b>	has the meaning given to that term in Clause 6.3.4;
<b>"MAMCoP Approval Appeal"</b>	has the meaning given in Schedule 32, Part 1 Clause 3.11
<b>"MAMCoP Approval Withdrawal Notice"</b>	has the meaning given in Schedule 32, Part 1 Clause 4.2
<b>"MAMCoP Change Administrator"</b>	means the Meter Asset Managers appointed person to co-ordinate all communications from and to such Meter Asset Manager in respect to the Code of Practice for Gas Meter Asset Managers change control process;
<b>"MAMCoP Change Process"</b>	means the process for amending the Code of Practice for Gas Meter Asset Managers as described in Schedule 32;
<b>"MAMCoP Change Proposal"</b>	means a notice in writing from any Meter Asset Manager(s) in accordance with Schedule 32, proposing an amendment to the Code of Practice for Gas Meter Asset Managers;
<b>"MAMCoP Change Voting Date"</b>	means those dates set or amended by SPAA EC in each Financial Year when relevant interested Meter Asset Managers may vote upon MAMCoP Change Proposals which are designated by SPAA EC to be voted on upon those dates pursuant to Schedule 32;
<b>"MAMCoP Registration Agent"</b>	means the person appointed by the SPAA EC to manage the audit and approve of Meter Asset Managers in accordance with Schedule 32;
<b>“Mandatory”</b>	means a Clause(s) of and/or a Schedule(s) to (or any part(s) thereof) this Agreement which a Party is obliged to comply with pursuant to Clauses 5.3, 5.4 or 5.5;
<b>“Mandatory Schedule”</b>	has the meaning given to that term in Clause 5.2;
<b>“Market Domain Data”</b>	means the data items contained in Schedule 18;
<b>“MDD Attribute”</b>	means the Market Domain Data Attribute for which an agreed list of values exists for communications during certain gas industry processes;
<b>“MDD Change Process”</b>	means a process as described in Schedule 18;

<b>“Meter Asset Manager”</b>	means:  (a) a person (or a class or description of persons) that possesses (or employs persons possessing) the expertise satisfactorily to design, install, commission, inspect, repair, alter, reposition, remove, renew and maintain the whole or part of a “Supply Meter Installation” (as defined in Section M, paragraph 1.2 of the Network Code as at 1 August 2007); and  (b) a person or a class or description of persons approved as such in accordance with Schedule 32;
<b>"Meter Asset Manager Arrangements"</b>	means the arrangements in accordance with Schedule 32 for:  (a) the administration, modification and publication of the Meter Asset Manager Code of Practice; and  (b) the approval of Meter Asset Managers, and the publication of a list of approved Meter Asset Managers;
<b>" Code of Practice for Gas Meter Asset Managers"</b>	means the SPAA Product of that name as from time to time modified in accordance with this Agreement and published in accordance with Schedule 32;
<b>“Network Code”, “Code”, NWC</b>	means the document prepared by the holder of a Gas Transporters Licence, pursuant to Condition 9(2) of a Gas Transporters Licence, that forms the basis of arrangements between the holder of a Gas Transporters Licence and the shippers whose Gas it transports, such as the Uniform Network Code;
<b>“New Party”</b>	has the meaning given to that term in Clause 4.1;
<b>“Non Compliant Party”</b>	has the meaning given to that term in Clause 5.13.1;
<b>“Operational Issue”</b>	means an issue or problem perceived by one or more Parties arising out of the operation of the arrangements designed to facilitate competition in the Gas industry, which, for the avoidance of doubt, shall not be limited to issues or problems arising out of or impacting upon this Agreement;
<b>“Outcome File”</b>	has the meaning given to that expression in paragraph 8.1 of Schedule 34 (Theft Risk Assessment Arrangements).
<b>“Outlier”</b>	means a premises identified as having a lower than expected gas consumption for the relevant property/customer type, as more particularly defined in the TRAS Contract.
<b>“Party”</b>	means a signatory to the Agreement;
<b>“Party Change Administrator”</b>	has the meaning given to that expression in Clause 9.4;
<b>“Party Liable”</b>	has the meaning given to that term in Clause 10.15;

<b>“Premises”</b>	means any land, building or structure;
<b>“Project Nexus Implementation Date”</b>	is the date of implementation of UNC (Uniform Network Code) Modifications 432, 434 and 440;
<b>“Proposer”</b>	means a Party proposing a Change Proposal;
<b>“Qualified Outlier”</b>	means an Outlier that has been ranked according to propensity for Outlier to be caused by theft, as more particularly defined in the TRAS Contract;
<b>“Quarter”</b>	has the meaning given to that term in the UNC (Uniform Network Code);
<b>“Quarter Day”</b>	means each or as the context may require any or a particular one of 31 <sup>st</sup> March, 30 <sup>th</sup> June, 30 <sup>th</sup> September and 31 <sup>st</sup> December or where the Quarter Day is not a Working Day, the next Working Day thereafter;
<b>“Reasonable and Prudent Operator”</b>	has the meaning given to that term in the UNC (Uniform Network Code);
<b>“Registered”</b>	means the recording on the Gas Transportation Database of a Supplier as being responsible for a Supply Points <del>at</del> <u>from</u> a particular <u>point in time</u> <del>date</del> <u>(or, if the context requires, in respect of a particular period of time)</u> ; and <b>“Registration”</b> shall be construed accordingly;
<b>“Regulation”</b>	has the meaning given to that term in the Gas Suppliers Licence: Standard Conditions, Section A: Standard Conditions for all Suppliers. General Arrangements. 1. Definitions for Standard Conditions;
<b>“Related Undertakings”</b>	means in relation to any Party an undertaking in which that Party has a participating interest as defined by section 260 of the Companies Act 1985;
<b>“Report”</b>	has the meaning given in Clause 21.2;
<b>“Reporting Party”</b>	has the meaning given in Clause 5.13.1;
<b><u>“Retail Energy Code”</u></b>	<u>has the meaning given in Standard Licence Condition 11 of the Gas Suppliers Licence;</u>
<b>“Secretariat”</b>	has the meaning given to that term in Clause 6.54 and shall constitute the “code administrator” for the purposes of Condition 30.8(b) of the Gas Suppliers Licence;
<b>“Secretary”</b>	means the person appointed as secretary of the SPAA EC pursuant to Clause 6.26;
<b>“Secretary of State”</b>	has the meaning given to that term in the Interpretation Act 1978;

<b>“Secure Transfer System”</b>	means a managed file transfer solution designed to enable secure file transfer between the Supplier and the TRAS Service Provider, as agreed between the Supplier and the TRAS Service Provider.
<b>“STS”</b>	refers to the Secure Transfer System.
<b>“Significant Code Review”</b>	<p>means a review of one or more matters which the Authority considers likely to:</p> <p>(a) relate to this Agreement (either on its own or in conjunction with any other industry code(s)); and</p> <p>(b) be of particular significance in relation to its principal objective and/or general duties (under section 4AA of the Act), statutory functions and/or relevant obligations arising under EU law,</p> <p>concerning which the Authority has issued a notice to the SPAA Parties (among others, as appropriate) stating:</p> <p>(i) that the review will constitute a Significant Code Review;</p> <p>(ii) the start date of the Significant Code Review; and</p> <p>(iii) the matters that will fall within the scope of the review.</p>
<b>“Significant Code Review Phase”</b>	means the period commencing on the start date of a Significant Code Review as stated by the Authority or the date of a 'backstop' direction issued by the Authority under Condition 30.10D of the Gas Suppliers Licence, and ending in accordance with the definition of "significant code review" under Condition 30.15 of the Gas Suppliers Licence
<b>“Small Domestic Supplier Member”</b>	has the meaning given to that term in Clause 6.3.3;
<b>“Small Domestic Supplier”</b>	means a Domestic Supplier who has less than one (1) million Supply Points Registered on all Gas Transportation Databases;
<b>“Small Transporter”</b>	means a Gas Transporter who has less than one (1) million Supply Points Registered on its Gas Transportation Database;
<b>“Small Transporter Member”</b>	has the meaning given to that term in Clause 6.3.5;
<b>“SPAA“</b>	means this Supply Point Administration Agreement the Schedules, Annexes and Appendices thereto



<b>“SPAA Change Board”</b>	means the committee of the SPAA EC established to consider and vote upon Change Proposals, the role of which committee is further described in Clause 9;
<b>“SPAA EC”</b>	means the executive committee of SPAA Ltd constituted pursuant to Clause 6.3 consisting of the SPAA EC Members, which shall constitute the “panel” for the purposes of Condition 30.8(a) of the Gas Suppliers Licence;
<b>“SPAA EC Chairperson”</b>	means the person appointed as chairperson of the SPAA EC pursuant to Clause 6.22;
<b>“SPAA EC Member”</b>	has the meaning given to that term in Clause 6.3;
<b>“SPAA Forum”</b>	means the body constituted pursuant to the terms of Clause 7;
<b>“SPAA Issue”</b>	means an issue or problem perceived by a Party or the Consumers' Representative which arises as a result of, or is otherwise relevant to, this Agreement and/or the SPAA Products;
<b>“SPAA Issue Form”</b>	means one or more documents in the form issued by the SPAA EC from time to time, to be used by a Party or the Consumers' Representative to raise a SPAA Issue;
<b>“SPAA Products”</b>	means those items listed in Schedule 6;
<b>“Supplier”</b>	has the meaning given to that term in the UNC (Uniform Network Code)
<b>“Supplier Data”</b>	means, in respect of each Supplier, the materials, information and other data provided by that Supplier to SPAA Ltd and/or the TRAS Service Provider pursuant to the Theft Risk Assessment Service Arrangements (and, in Appendix 1 to Schedule 34, includes the equivalent materials, information and data provided pursuant to the DCUSA).
<b>“Supplier Member”</b>	means an I&C Supplier Member, or an I&C TRAS Supplier Member, a Large Domestic Supplier Member and / or a Small Domestic Supplier Member;
<b>“Supply Point Administration Agreement”</b>	means the Gas Governance agreement as per section SLC 30 of the gas supplier’s licence
<b>"Theft of Gas"</b>	includes the circumstances described in paragraphs 9(1), 10(1) and 11(2) of schedule 2B to the Act.
<b>“Theft Risk Assessment Service”</b>	means the service described in Schedule 34;
<b>“Theft Risk Assessment Service Arrangements”</b>	means the arrangements in accordance with Schedule 34 for the maintenance and operation of the service as set out in Standard Licence Condition 12A of the Gas Supply Licence (but excluding the Energy Theft Tip-Off Service).;

<b>“TRAS Contract”</b>	means each of the contracts from time to time between SPAA Ltd and a TRAS Service Provider for provision of the Theft Risk Assessment Service Arrangements (which may be a tripartite contract to which DCUSA Ltd is also party).
<b>“TRAS Liabilities”</b>	means all costs, charges, expenses, professional fees, fines, damages and other liabilities incurred under or in connection with the Theft Risk Assessment Service Arrangements (including the TRAS Contract), whether in contract, tort (including negligence), for breach of statutory duty or otherwise.
<b>“TRAS Expert Group”</b>	means the sub-committee established under paragraph 1 of Schedule 34.
<b>"TRAS Service Data"</b>	means the materials, information and other data received by Suppliers pursuant to the TRAS Contract including the TRAS Service Scorecard (but excluding the Supplier Data).
<b>"TRAS Service Provider"</b>	means the person or persons with which SPAA Ltd contracts from time to time for provision of the Theft Risk Assessment Service Arrangements (but excluding the Secretariat in its role as Secretariat and excluding the TRAS Contract Manager).
<b>"TRAS Service Scorecard"</b>	means the scorecard (including the scorecard formula) to be developed pursuant to the TRAS Contract and the scores produced by that scorecard.
<b>“Theft Risk Assessment Methodology”</b>	means the methodology from time to time for determining Outliers, Qualified Outliers and the Theft Target, as more particularly defined in the TRAS Contract.
<b>“TRAS Contract Manager”</b>	means one or more persons appointed under contract from time to time by SPAA Ltd (potentially jointly with DCUSA Ltd) to administer and manage some or all of the TRAS Contract on behalf of SPAA Ltd.
<b>"Total Weighted Vote"</b>	has the meaning given to that term in Clause 6.9;
<b>“Transporter”</b>	means the holder of a Gas Transporters Licence;
<b>“Transporter Member”</b>	means a Large Transporter Member and / or a Small Transporter Member;
<b>“Uniform Network Code“</b>	The UNC defines the rights and responsibilities for users of gas transportation systems, and provides for all system users to have equal access to transportation services;
<b>"VAT"</b>	has the meaning given to that term in the Value Added Tax Act 1994 and any tax of a similar nature which may be substituted for or levied in addition to it;
<b>"Voluntary"</b>	means a Clause(s) of and/or a Schedule(s) to (or part(s) thereof) this Agreement with which a Party is not obliged to comply;
<b>"Voluntary Schedule"</b>	has the meaning given to that term in Clause 5.16;
<b>"Weighted Votes"</b>	has the meaning given to that term in Clause 6.8;

<b>"Working Day"</b>	means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971;
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- 1.2 In this Agreement, unless the context requires otherwise, any reference to:
- 1.2.1 a "person" includes a reference to an individual, body corporate, association or partnership;
  - 1.2.2 the singular shall include the plural and vice versa;
  - 1.2.3 this "Agreement" shall mean this agreement, the Schedules, Annexes and Appendices thereto;
  - 1.2.4 a Clause, Schedule or Part is a reference to a clause of or schedule to or part of this Agreement;
  - 1.2.5 writing includes all methods of reproducing words in a legible and non-transitory form;
  - 1.2.6 any statute or any other subordinate legislation, any other agreement or instrument shall be construed as a reference to that statute, subordinate legislation, other agreement or instrument as amended, or re-enacted or consolidated from time to time;
  - 1.2.7 the masculine gender includes the feminine gender.
- 1.3 The headings in this Agreement are for the ease of reference only and shall not affect its interpretation.
- 1.4 In this Agreement, references to "include" or "including" are to be construed without limitation to the generality of the preceding words.

## **2. CONDITIONS PRECEDENT**

- 2.1 The rights and obligations of a Party in a category of Parties (which does not hold a Gas Suppliers Licence or Gas Transporters Licence (as appropriate)) pursuant to a Mandatory Schedule, and the right of such Party to make an election in respect of an Elective Schedule, shall be subject to such Party holding a Gas Suppliers Licence or Gas Transporters Licence (as appropriate) in that capacity and SPAA EC notifying the Parties that it has received evidence of such licence pursuant to Clause 4.
- 2.2 A Party shall not be obliged to give a Party which does not hold a Gas Suppliers Licence or Gas Transporters Licence (as appropriate) the benefit of any provision in a Mandatory Schedule which relates to such category of Parties and shall not be under any obligation in relation thereto unless and until such Party holds a Gas Suppliers Licence or Gas Transporters Licence (as appropriate) in that capacity, and SPAA EC has notified the Parties pursuant to Clause 4.
- 2.3 From the date of SPAA EC's notice in Clause 4.8, a Party in a category of Parties shall be entitled to receive the benefit of, exercise rights and be subject to obligations under, a Mandatory Schedule and shall be entitled to make an election in respect of Elective Schedule, in each case relating to such category of Parties.

### **3. DURATION**

- 3.1 This Agreement shall take effect on the Effective Date save for any rights or obligations of a Party which are expressed in Clause 2 to be conditional.
- 3.2 Subject to Clauses 10.13 and 10.14, this Agreement shall remain in effect in respect of a Party until such Party ceases to be a party to this Agreement in accordance with Clause 10 and Clause 19.
- 3.3 Subject to Clauses 10.13 and 10.14, this Agreement shall remain in effect until:
  - 3.3.1 all the Parties cease to be Parties in accordance with Clause 10 and Clause 19; or;
  - 3.3.2 there remains just one (1) Supplier as a Party.
- 3.4 This Clause is without prejudice to Clause 5 and Clause 14.

#### **4. ADDITIONAL PARTIES**

- 4.1 Subject to the following provisions of this Clause 4, the Parties shall admit as an additional Party to this Agreement any person (a "New Party") who is not at that time already a Party, who applies to be admitted in the capacity requested by the New Party subject to the New Party holding a Gas Suppliers Licence in that capacity, or a Gas Transporter Licence in that capacity, or being in the process of application for a Gas Suppliers Licence in that capacity, or a Gas Transporters Licence in that capacity.
- 4.2 Subject to Clause 4.3, a New Party wishing to be admitted as an additional party shall apply to SPAA EC for admission on a form of application issued by SPAA EC from time to time and shall deliver such form to SPAA EC together with any other documents referred to in the form. A New Party shall self-certify in the form set out in Schedule 3 that its system design is such that on becoming Party it will be able to fully comply with all the Mandatory Schedules and Elective Schedules that it has elected or intends to elect to comply with in accordance with this Agreement. Within 30 Working Days of receipt of the application, SPAA EC shall notify the New Party and the Authority that either the New Party shall be admitted as a Party or that it requires from the New Party the information and/or documents referred to in the application form.
- 4.3 Where SPAA EC notifies the New Party that it requires the information specified in Clause 4.2, the New Party shall within 20 Working Days of receiving SPAA EC's notice provide such information, failing which the New Party's application shall lapse and be of no effect and the New Party shall not be, and shall not be entitled to be, admitted as a New Party consequent upon such application without prejudice to any new application for admission it may make thereafter.
- 4.4 SPAA EC may determine not to admit a New Party if such New Party does not provide the evidence requested in its application within the time period referred to in Clause 4.3. Where SPAA EC determines not to admit a New Party it shall provide such New Party with the reasons for its decision. Where SPAA EC determines not to admit a New Party as a Party or fails to notify the New Party within 30 Working Days of receipt of the New Party's application, the New Party may refer the matter to the Authority for its determination. The determination of the Authority shall be final and binding for all purposes.
- 4.5 Where:
- 4.5.1 SPAA EC notifies the New Party and the Authority in accordance with Clause 4.2 that the New Party is to be admitted as a Party; or
- 4.5.2 following a request for information pursuant to Clause 4.2 the New Party provides sufficient information satisfactory to SPAA EC within the time period specified in Clause 4.3; or
- 4.5.3 the Authority determines that the New Party shall become a Party pursuant to Clause 4.4, SPAA EC shall, within 5 Working Days, prepare an Accession Agreement, which shall be executed by a delegate authorised by SPAA EC on behalf of all Parties other than the New Party. Each Party hereby authorises and instructs any delegate authorised by SPAA EC to sign any such Accession Agreement on its behalf and undertakes not to withdraw, qualify or revoke any such authority or instruction at any time. Upon execution of the Accession Agreement, the New Party shall become a Party for all purposes of this Agreement from the date specified in such Accession Agreement.
- 4.6 SPAA EC shall promptly notify all Parties and the Authority of the execution and delivery of the Accession Agreement.
- 4.7 Where a New Party accedes to this Agreement and does not hold a Gas Suppliers Licence or Gas Transporters Licence, but is in the process of applying therefore:

- 4.7.1 it shall not be entitled to exercise any voting rights pursuant to Clauses 6 to 1 (inclusive) until Clause 4.8 applies;
- 4.7.2 it shall forthwith inform SPAA EC following:
  - (A) the grant of a Gas Suppliers Licence or Gas Transporters Licence to it (and in such a case shall send a copy of its Gas Suppliers Licence or Gas Transporters Licence (or other evidence thereof) to SPAA EC); or
  - (B) the refusal to grant a Gas Suppliers Licence or Gas Transporters Licence to it.
- 4.8 If Clause 4.7.2(A) applies, SPAA EC shall within 10 Working Days of receipt of such information, notify the New Party, the Authority and the Parties that as from the date of SPAA EC's notice the voting restrictions on the New Party will cease to apply and Clause 2.3 shall apply.

## **5. MANDATORY, ELECTIVE AND VOLUNTARY SCHEDULES**

5.1 Subject to Clause 3 and Clauses 5.3, 5.4, 5.5, 5.11, 5.12, 5.14 and 5.18 this Agreement shall be binding on all Parties.

### **Mandatory Schedules**

5.2 A Clause(s) of and/or a Schedule(s) to (or part(s) thereof) this Agreement may be designated as Mandatory for a Supplier, a Domestic Supplier or an Industrial and Commercial Supplier, or a Transporter as part of a Change Proposal (a "Mandatory Schedule"). In the case of Industrial and Commercial Suppliers, such designation may apply differently for I&C TRAS Suppliers as compared to other Industrial and Commercial Suppliers.

5.3 A Domestic Supplier shall be obliged to comply with a Mandatory Schedule designated as Mandatory for Domestic Suppliers and/or Suppliers but shall not be obliged to comply with a Mandatory Schedule designated as Mandatory for Industrial and Commercial Suppliers only.

5.4 An Industrial and Commercial Supplier shall be obliged to comply with a Mandatory Schedule designated as Mandatory for Industrial and Commercial Suppliers and/or Suppliers; provided that I&C TRAS Suppliers shall not be obliged to comply with a Mandatory Schedule designated as Mandatory for Industrial and Commercial Suppliers other than I&C TRAS Suppliers. Industrial and Commercial Suppliers shall not be obliged to comply with a Mandatory Schedule designated as Mandatory for Domestic Suppliers only.

5.5 A Transporter shall be obliged to comply with a Mandatory Schedule designated as Mandatory for Gas Transporters.

### **Elective Schedules**

5.6 A Clause(s) of and/or a Schedule(s) to (or part(s) thereof) this Agreement may be designated as Elective for a Supplier, a Domestic Supplier or an Industrial and Commercial Supplier, or a Transporter as part of a Change Proposal (an "Elective Schedule"). In the case of Industrial and Commercial Suppliers, such designation may apply differently for I&C TRAS Suppliers as compared to other Industrial and Commercial Suppliers.

5.7 A Domestic Supplier may elect to comply with an Elective Schedule designated as Elective for Domestic Suppliers and/or Suppliers by notice in writing to SPAA EC.

5.8 An Industrial and Commercial Supplier may elect to comply with an Elective Schedule designated as Elective for Industrial and Commercial Suppliers and/or Suppliers by notice in writing to SPAA EC. An I&C TRAS Supplier may elect by notice in writing to SPAA EC to comply with an Elective Schedule designated as Elective for I&C TRAS Suppliers, Industrial and Commercial Suppliers and/or Suppliers.

5.9 A Transporter may elect to comply with an Elective Schedule designated as Elective for Transporters by notice in writing to SPAA EC.

5.10 The SPAA EC shall maintain and send to all Parties and the Authority each month a list of Parties ("Elective Register") who at such time have elected, pursuant to Clauses 5.7, 5.8 or 5.9, to comply with Elective Schedules (and the parts of any Elective Schedule with which they have elected to comply) and are continuing to so comply.

5.11 Once a Party has informed SPAA EC of its written election to adhere to an Elective Schedule and SPAA EC has entered such Party on the Elective Register in respect of such Schedule such Party shall be obliged to comply with the Elective Schedules for so long as it remains on the Elective Register in respect of such Elective Schedule.



5.12 Where a Party has elected to comply with an Elective Schedule it may give notice in writing to SPAA EC notifying SPAA EC that from a date not earlier than one (1) month after the date of its notice it no longer wishes to comply with such Elective Schedule. SPAA EC shall remove such Party from the Elective Register in respect of such Elective Schedule at the end of the time period specified in the Party's notice and, from such date, the Party shall not be obliged to comply with such Elective Schedule.

5.13

5.13.1 Any Party who is registered on the Elective Register, or any Party listed in Schedule 26 'Breach and Events of Defaults Process' may report ("**Reporting Party**") any suspected non-compliance with an Elective Schedule by another Party to the SPAA Secretariat using the Proforma provided in Appendix A of the Schedule for Breach and Events of Defaults Process. This formal process should not be commenced until all efforts to resolve the dispute have been exhausted by Contract Managers as required by the Schedule.

5.13.2 On receipt of such report the SPAA Secretariat shall initiate the Breach and Event of Default process as defined in the Schedule.

5.14 The Breach Committee, having concluded its determination with a finding of Breach, may only require the removal of the Responding Party from the Register of that Elective Schedule, no other remedy under clause 10.1 shall apply.

5.15 A Party may apply to SPAA EC to be reinstated on the Elective Register if it considers that it is at that time capable of complying with the Elective Schedule. SPAA EC may reinstate the Party to the Elective Register in respect of such Elective Schedule, after having considered any report or representations from such Party.

Such Party may appeal any such decision of SPAA EC to the SPAA Forum for its determination within 10 Working Days (or such longer period as the SPAA EC may decide in relation to that resolution) of receiving the minutes of the relevant SPAA EC decision pursuant to Clause 6.41. If the SPAA Forum allows such Party's appeal, SPAA EC shall reinstate such Party onto the Elective Register within 5 Working Days of receipt of the SPAA Forum determination.

### **Voluntary Schedules**

5.16 A Clause(s) of and/or Schedule(s) to (or parts thereof) this Agreement may be designated as Voluntary for a Supplier, a Domestic Supplier or an Industrial and Commercial Supplier, or a Transporter as part of the Change Proposal (a "**Voluntary Schedule**").

5.17 A Voluntary Schedule shall contain statements of best practice that a Party may chose to follow. A Voluntary Schedule is not intended to be legally binding nor have any legal effect whatsoever as between the Parties. For the avoidance of doubt Clause 10.1.1 shall not apply to breach of any part of a Voluntary Schedule.

### **Changes to status**

5.18 The status of a Mandatory Schedule, an Elective Schedule and/or a Voluntary Schedule may change as part of a Change Proposal.

### **Appeals**

5.19 If a Non Compliant Party or Reporting Party appeals to the SPAA Forum pursuant to Clauses Schedule 26 or Clause 5.15, the SPAA Forum's determination shall be final and binding in the absence of fraud or manifest error.

## **PART II: GOVERNANCE**

### **6. CONSTITUTION OF SPAA EC**

6.1 The Parties hereby delegate to SPAA EC all powers necessary to fulfil the objectives contained in Clause 6.2.

#### **Objectives**

6.2 SPAA EC shall, subject to and in accordance with the other provisions of this Agreement, have the powers to:

6.2.1 consider and co-ordinate communications relating to, the voting on, and implementation of, Change Proposals, (including any appeal to the Authority), set and amend Change Voting Dates and, where the written consent of the Authority is required to any Change Proposals, recommend such Change Proposal to the Authority on behalf of the Parties;

6.2.2 consider and approve and co-ordinate any applications from potential New Parties to become a Party;

6.2.3 develop budgets in accordance with Clause 8;

6.2.4 hire any professional advisers, including accountants to audit its costs;

6.2.5 appoint and remove and make arrangements for the appointment and removal of a Secretariat including a Change Control Administrator;

6.2.6 maintain and publish a procedure to manage suspected events of Material Breach and Events of Default of the SPAA and its Schedules.

6.2.7 annually appoint members to the Breach Committee in accordance with the provisions of the Material Breach & Event of Default Schedule.

6.2.8 consider and grant derogations in accordance with Clause 14;

6.2.9 consider Operational Issues and make recommendations in relation thereto to the Parties;

6.2.10 consider, approve and authorise the licensing, sub-licensing or otherwise dealing with Intellectual Property belonging to SPAA Ltd, for any use which does not hinder, delay or frustrate, in any way whatsoever, supply competition in the Gas industry in Great Britain;

6.2.11 maintain and distribute the Elective Register and consider and approve applications for removal from, retention on and/or reinstatement to the Elective Register;

6.2.12 consider, approve and authorise the entering into by SPAA Ltd of any contract or arrangement whereby SPAA Ltd procures the performance by a third party of any activities which might otherwise be carried out by the Secretary and/or the Secretariat under this Agreement, and/or the transfer assignment, leasing, licensing or other dealing by SPAA Ltd of any property and/or rights and liabilities of SPAA Ltd relating to the performance of such activities before the commencement of such contract or arrangement of any third party, as SPAA EC considers necessary or desirable;

6.2.13 consider and resolve Disputes on the categorisation of items on the agenda for SPAA Forum meetings pursuant to Clause 7.13;

- 6.2.14 consider future development issues and make proposals to the Parties concerning such issues;
- 6.2.15 give effect to the Meter Asset Manager Arrangements (which shall include the power to delegate any or all of such arrangements to one or more third parties);
- 6.2.16 give effect to the Theft Risk Assessment Service Arrangements (which shall include the power to delegate any or all of such arrangements to one or more third parties);
- 6.2.17 contract for, and manage provision of, an Energy Theft Tip-Off Service, as described in Schedule 37; and
- 6.2.18 constitute sub-committees to deal with any of the above matters.

### **SPAA EC Membership**

- 6.3 The SPAA EC shall consist of the following persons ("**SPAA EC Members**"):
  - 6.3.1 two SPAA EC Members (the "**I&C Supplier Members**") appointed pursuant to Clause 6.7 by the Industrial and Commercial Suppliers that are not I&C TRAS Suppliers;
  - 6.3.1A one SPAA EC Member (the "I&C TRAS Supplier Member") appointed pursuant to Clause 6.7 by the I&C TRAS Suppliers;
  - 6.3.2 two SPAA EC Members (the "**Large Domestic Supplier Members**") appointed pursuant to Clause 6.7 by Large Domestic Suppliers;
  - 6.3.3 one SPAA EC Member (the "**Small Domestic Supplier Member**") appointed pursuant to Clause 6.7 by Small Domestic Suppliers;
  - 6.3.4 two SPAA EC Members (the "**Large Transporter Members**") appointed pursuant to Clause 6.7 by Large Transporters; and
  - 6.3.5 one SPAA EC Member (the "**Small Transporter Member**") appointed pursuant to Clause 6.7 by Small Transporters.
- 6.4 Subject to Clause 6.5, a SPAA EC Member proposed pursuant to Clause 6.7 shall be an employee of a Party or any Affiliate of a Party provided such Party is within the category of Parties that is entitled to propose the relevant SPAA EC Member. No person may simultaneously be proposed pursuant to Clause 6.7 for appointment to the post of more than one SPAA EC Member (or alternates thereof).
- 6.5 Notwithstanding Clause 6.3, no Group of Parties may propose more than one candidate for appointment as an SPAA EC Member pursuant to Clause 6.7.
- 6.6 All SPAA EC Members shall be elected in accordance with the election procedures set out in Clause 6.7.
- 6.7 Subject to Clause 6.5, no later than 40 Working Days before 1<sup>st</sup> November in each year:
  - 6.7.1 each Industrial and Commercial Supplier that is not an I&C TRAS Supplier may propose to the Secretary one (1) candidate for election as an I&C Supplier Member;
  - 6.7.1A each I&C TRAS Supplier may propose to the Secretary one (1) candidate for election as an I&C TRAS Supplier Member;
  - 6.7.2 each Domestic Supplier who has (on the date of such proposal) one (1) million or more Supply Points for Domestic Suppliers Registered on all Gas Transportation Databases

may propose to the Secretary one (1) candidate for election as a Large Domestic Supplier Member;

6.7.3 each Domestic Supplier who has (on the date of such proposal) less than one (1) million Supply Points for Domestic Suppliers Registered on all Gas Transportation Databases may propose to the Secretary one (1) candidate for election as a Small Domestic Supplier Member;

6.7.4 each Transporter who has (on the date of such proposal) one (1) million or more Supply Points Registered on its Gas Transportation Database may propose to the Secretary one (1) candidate for election as a Large Transporter Member;

6.7.5 each Transporter who has (on the date of such proposal) less than one (1) million Supply Points Registered on its Gas Transportation Database may propose to the Secretary one (1) candidate for election as a Small Transporter Member, and the Secretary shall no later than 30 Working Days before the 1st November in each year notify the list of candidates to each Party. Where the number of candidates proposed in Clause 6.7 in a particular category exceed the number of persons allowed to constitute SPAA EC Members in such category pursuant to Clause 6.3, the Secretary shall invite (and may do so by e-mail) the Parties from the relevant category, to cast votes (and they may do this by e-mail) for their favoured candidate to the Secretary within 10 Working Days of receipt of such list of candidates. Each category of Parties entitled to vote for a Large Domestic Supplier Member, a Small Domestic Supplier Member, an I&C Supplier Member, an I&C TRAS Supplier Member, a Large Transporter Member, or a Small Transporter Member shall have the number of votes calculated in accordance with Clause 6.8. For the avoidance of doubt, only Large Domestic Suppliers shall be entitled to vote for a Large Domestic Member, only Small Domestic Suppliers shall be entitled to vote for a Small Domestic Member, only Industrial and Commercial Suppliers that are not I&C TRAS Suppliers shall be entitled to vote for an I&C Supplier Member, only I&C TRAS Suppliers shall be entitled to vote for an I&C TRAS Supplier Member, only Large Transporters shall be entitled to vote for a Large Transporter Member, and only Small Transporters shall be entitled to vote for a Small Transporter Member.

6.8 Subject to Clauses 6.9, 6.10, and 6.11 the percentage of the vote to which each Party in a category of Parties shall be entitled in respect of any election pursuant to Clause 6.7 ("**Weighted Votes**") shall be calculated in accordance with the following formula:

$$V = \frac{N}{SN + X} \times 100$$

Where:

"V" means the percentage of the vote to which a Party in a category of Parties shall be entitled, calculated to two decimal places;

"N" means:

- (i) the number of Supply Points for which a Party in a category of Suppliers was Registered on all Gas Transportation Databases which shall be determined from the most recent Report submitted by that Supplier pursuant to Clause 21.2 (provided that such Report relates to a month ending no more than three months prior to the election); or
- (ii) the number of Supply Points which a Party in a category of Transporters had Registered on its Gas Transportation Database which shall be determined from the most recent Report submitted by that Transporter pursuant to Clause 21.2 (provided that such Report relates to a month ending no more than three months prior to the election); or

- (iii) where no such Report was provided by the Party in respect of a month ending no more than three months prior to the election or the number of Supply Points set out in the most recent such Report provided by the Party was zero, then one,

"SN" means either:

- (i) the total number of Supply Points for which Parties in that category of Suppliers were Registered on all Gas Transportation Databases which shall be determined from the most recent Report submitted by each such Party pursuant to Clause 21.2 (provided that such Report relates to a month ending no more than three months prior to the election); or
- (ii) the total number of Supply Points which Parties in that category of Transporters had Registered on their Gas Transportation Databases which shall be determined from the most recent Report submitted by each such Party pursuant to Clause 21.2; and

"X" means either:

- (i) the number of Parties in that category of Suppliers for whom 'N' above was calculated in accordance with paragraph (iii) of the definition thereof; or
- (ii) the number of Parties in that category of Transporters 'N' above was calculated in accordance with paragraph (iii) of the definition thereof .

6.9 If, pursuant to the formula set out in Clause 6.8, any Party (not being in a Group of Parties) and Group of Parties in a category of Parties has in excess of 20% of the total percentage of the vote to which all the Parties in that category are entitled ("**Total Weighted Vote**"):

6.9.1 subject to Clause 6.9.2, the percentage of the vote to which such Party and such Group of Parties is entitled shall be reduced by such percentage of the vote ("**Extra Votes**") as will give each such Party and each such Group of Parties 20% of the Total Weighted Vote, such Extra Votes to be reallocated each of the other Parties in the same category in accordance with Clause 6.10 and added to each such Parties' Weighted Vote calculated in accordance with Clause 6.8. For a Group of Parties, the remaining Weighted Votes shall be allocated equally between Parties in the Group of Parties; or

6.9.2 where there are five or fewer Parties (not being in a Group of Parties) and Groups of Parties in a category of Parties that are entitled to vote, each such Party and Group of Parties shall be deemed to be entitled to 20% of the Total Weighted Vote in respect of any election pursuant to Clause 6.7 (and Clause 6.8 Clause 6.9.1 shall not apply). Where this Clause 6.9.2 applies, each such Party and Group of Parties shall only be entitled to cast up to half of its Weighted Vote determined pursuant to this Clause 6.9.2 (i.e. 10%) for any one candidate proposed for election to the SPAA EC pursuant to Clause 6.7, and may therefore cast its remaining Weighted Votes for one or more other candidates.

6.10 Where Clause 6.9.1 applies, any Extra Votes as defined in that Clause 6.9.1 for the purposes of this Clause 6.10 shall be reallocated to each of the other Parties in the same category of Parties (provided that they are not part of a Group of Parties which together holds in excess of 20% of the Total Weighted Vote) to which the Extra Votes relate who have less than 20% of the Total Weighted Vote in accordance with the following formula:

$$EXV = EV \times \frac{N}{XN + X}$$

where:

"**EXV**" means the additional percentage of the vote which are to be added to the percentage of vote held by a Party in that category of Parties holding less than 20% of the Total Weighted Vote;

"**EV**" means the aggregate percentage of Extra Votes available for reallocation in accordance with Clause 6.9.1;

"**N**" means either:

- (i) the number of Supply Points for which the Party in that category of Suppliers was Registered on all Gas Transportation Databases which shall be determined from the most recent Report submitted i by that Supplier pursuant to Clause 21.2 (provided that such Report relates to a month ending no more than three months prior to the election); or
- (ii) the number of Supply Points which the Party in a category of Transporters has Registered on its Gas Transportation Database which shall be determined from the most recent Report submitted by that Transporter pursuant to Clause 21.2 (provided that such Report relates to a month ending no more than three months prior to the election); or
- (iii) where no such Report was provided by the Party in respect of a month ending no more than three months prior to the election or the number of Supply Points set out in the most recent such Report provided by the Party was zero, then one,

"**XN**" means the total number of Supply Points on all Gas Transportation Databases for each Party in that category of Parties whose vote has not been reduced in accordance with Clause 6.9.1 which shall be determined from the most recent Reports submitted by each such Party pursuant to Clause 21.2 (provided that such Report relates to a month ending no more than three months prior to the election); and

"**X**" means either:

- (i) the number of Parties in that category of Suppliers for whom 'N' above was calculated in accordance with paragraph (iii) of the definition thereof ; or
- (ii) the number of Parties in that category of Transporters 'N' above was calculated in accordance with paragraph (iii) of the definition thereof.

6.11 Where, as a result of the reallocation of Extra Votes in accordance with Clause 6.10, any Party in a category of Parties or Group of Parties in a category of Parties has in excess of 20% of the Total Weighted Vote ("**Extra Votes**"), the Extra Votes shall be reallocated in accordance with Clauses 6.8 to 6.9.1 (inclusive) and Clause 6.10, *mutatis mutandis*. If more than one Party in a category of Parties or Group of Parties in a category of Parties has more than 20% of the Total Weighed Vote, this Clause 6.11 shall be applied for each Party or Group of Parties in that category of Parties with more than 20% of the Total Weighed Vote.

6.12 The two I&C Supplier Members that receive the most percentage of the vote, or, where only two candidates are proposed, those candidates, shall be appointed as the I&C Supplier Members from 1st November in that year. The I&C TRAS Supplier Member candidate that receives the most percentage of the vote, or, where only one candidate is proposed, that candidate, shall be appointed as the I&C TRAS Supplier Member from 1st November in that year. The two Large Domestic Supplier Members that receive the most percentage of the vote, or, where only two candidates are proposed, those candidates, shall be appointed as the Large Domestic Supplier Members from 1st November in that year. The Small Domestic Supplier Member that receives the most percentage of the vote, or, where only one candidate, is proposed, that candidate shall be appointed as the Small Domestic Supplier Member from 1st November in that year. The two Large Transporter Members that receive the most percentage of the vote, or, where only two

candidates are proposed, those candidates shall be appointed as the Large Transporter Members from 1st November in that year. The Small Transporter Member that receives the most percentage of the vote, or, where only one candidate is proposed, that candidate shall be appointed as the Small Transporter Member from 1st November in that year.

- 6.13 All SPAA EC Members shall retire on 1 November next following their appointment as SPAA EC Members, but each retiree may be a candidate for reappointment in respect of the following year in accordance with Clause 6.7.
- 6.14 Each category of Parties entitled to appoint a SPAA EC Member pursuant to Clause 6.7 to Clause 6.11 (inclusive) may where those Parties, in that category of Parties holding Weighted Votes in aggregate totalling more than 50% of the Total Weighted Vote of the category of Parties that appointed such SPAA EC Member, agree at any time, to remove the SPAA EC Member from office and elect or appoint another individual to be a SPAA EC Member in his place. A category of Parties will only have the right to remove from office a SPAA EC Member which it or they have elected or appointed, and will have no right to remove from office any SPAA EC Member elected or appointed by another category of Parties. Any appointment to replace a SPAA EC Member removed from office pursuant to this Clause 6.14 shall be made in accordance with the procedure set out in Clause 6.7 to Clause 6.11 (inclusive), but on such timescale as the Secretary shall reasonably direct. Only Parties who are Parties at the point in time when the existing SPAA EC Member is removed pursuant to this Clause shall be entitled to nominate candidates and to vote.
- 6.15 If, at any time, a vacancy arises in any category of SPAA EC Member otherwise than as a result of retirement in accordance with Clause 6.13 or removal in accordance with Clause 6.14, those Parties in the category of Parties represented by the outgoing SPAA EC Member who are Parties at the point in time when the vacancy arises and entitled to appoint such SPAA EC Member may elect a replacement. Any election to replace a SPAA EC Member pursuant to this Clause shall be conducted in accordance with the procedure set out in Clause 6.7 to Clause 6.11 (inclusive), but on such timescale as the Secretary shall reasonably direct.
- 6.16 If at any time any category of Parties fails to provide a SPAA EC Member, the Secretary shall request the Authority to make the appointment and the Authority shall have the power, until the category of Parties has decided upon an appointment and notified the Authority accordingly, to appoint a SPAA EC Member on behalf of that category of Parties or to remove any such person so appointed by the Authority.
- 6.17 [Not used].

### **Alternates**

- 6.18 Each SPAA EC Member shall have the power to appoint an individual as an alternate who is either:
- (i) an employee of the same Party or its Affiliates as the appointing SPAA EC Member; or,
  - (ii) an employee of another Party or its Affiliates, from the category of Parties that has appointed him, as long as that Party or its Affiliates does not already have one of its employees acting as a SPAA EC Member or alternate.

Each SPAA EC Member may, at his discretion, remove an alternate so appointed and shall remove that alternate, in circumstance as described in Clause 6.46 as if the alternate were himself a SPAA EC Member. Any appointment or removal of an alternate shall be effected by notice in writing executed by the appointor and, delivered to the Secretary or tendered at a meeting of the SPAA EC. If his appointor so requests, an alternate shall be entitled to receive notice of all meetings of the SPAA EC which take place while his appointor is a SPAA EC

Member. An alternate shall also be entitled to attend and vote as the SPAA EC Member at any such meeting at which the SPAA EC Member appointing him is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointor as a SPAA EC Member and for the purpose of the proceedings at the meeting the provisions of this Clause 6 shall apply as if he were a SPAA EC Member.

- 6.19 Every person acting as an alternate shall exercise the voting rights of his appointor. Execution by an alternate of any resolution in writing of SPAA EC shall, unless the notice of his appointment provides to the contrary, be as effective as execution by his appointor.
- 6.20 When a SPAA EC Member that has appointed an alternate pursuant to Clause 6.18, ceases to be a SPAA EC Member for any reason, provided that the alternate's employer is still a Party and has not had its Gas Suppliers Licence or Gas Transporters Licence (as appropriate) revoked, the alternate shall discharge all the functions, powers and duties of his appointor until a replacement SPAA EC Member is appointed pursuant to Clause 6.7.
- 6.21 References in this Clause 6 to a SPAA EC Member shall, unless the context otherwise requires, include his duly appointed alternate.

#### **The SPAA EC Chairperson**

- 6.22 The SPAA EC Chairperson shall be the individual from time to time selected by a simple majority of the SPAA EC Members, and appointed by SPAA Ltd, to undertake the role.
- 6.23 The SPAA EC shall ensure that:
- 6.23.1 the individual appointed as SPAA EC Chairperson is sufficiently independent of any particular Party or class of Parties;
  - 6.23.2 the SPAA EC Chairperson is appointed for a two-year term (following which he or she may be re-appointed);
  - 6.23.3 the SPAA EC Chairperson is remunerated at a reasonable rate;
  - 6.23.4 the SPAA EC Chairperson exercises reasonable skill and care in the performance of his or her duties and responsibilities as SPAA EC Chairperson; and
  - 6.23.5 provision is made for the SPAA EC Chairperson to continue in office for a reasonable period following the end of his or her term of office in the event of any delay in appointing his or her successor.
- 6.24 The SPAA EC Chairperson shall preside at every meeting of SPAA EC at which he or she is present. If the SPAA EC Chairperson is unable to be (or is not) present at a meeting, a person provided by the Secretariat shall act as SPAA EC Chairperson.
- 6.25 The SPAA EC Chairperson, or the person appointed to act as the SPAA EC Chairperson in accordance with Clause 6.24, shall not be entitled to vote on any issue at a SPAA EC meeting.

#### **The Secretary**

- 6.26 The Secretary shall be appointed to or removed from office by a resolution of SPAA EC Members. In no event shall a Secretary be an employee of any Party or any of its Affiliates.



The Secretary shall be entitled to speak but not to vote on any issue at a SPAA EC meeting or SPAA Forum meeting.

- 6.27 The Secretary's duties shall be to facilitate the SPAA EC and any industry body approved by SPAA EC and in particular to:
- 6.27.1 attend to the requisition of meetings and to serve requisite notices;
  - 6.27.2 maintain a register of names and addresses of SPAA EC Members and alternates as appointed from time to time;
  - 6.27.3 keep minutes of all meetings;
  - 6.27.4 circulate all relevant notices, papers and minutes; and
  - 6.27.5 manage the process for the appointment of SPAA EC Members pursuant to Clauses 6.3 to 6.16.

### **Meetings**

- 6.28 The SPAA EC shall hold meetings at such times as it may decide but in any event shall meet at least once every three months. The venue for meetings shall be determined by the SPAA EC Members from time to time.
- 6.29 Any SPAA EC Member may, by giving notice in writing to the Secretary, request the Secretary to requisition further meetings. The notice given to the Secretary shall contain a list of matters to be included in the agenda of the meeting to be convened pursuant to this paragraph. The Secretary shall proceed to convene meetings of SPAA EC within 10 Working Days of such a notice and shall circulate a copy of the agenda which shall contain such items as are contained in the notice of meeting.
- 6.30 A quorum will be four (4) SPAA EC Members of which at least one (1) must be a Supplier Member and at least one (1) must be a Transporter Member.
- 6.31 Nothing in the above shall preclude a meeting being held by telephone or other technological means, subject to all the criteria regarding notice and minutes being kept.

### **Notice of Meetings**

- 6.32 All meetings of the SPAA EC shall be convened by the Secretary on at least 10 Working Days' notice. Notice may be given by e-mail.
- 6.33 The notice of each SPAA EC meeting shall contain the time, venue and confirmation of date of the meeting and an agenda and any available supporting papers which shall be given to each SPAA EC Member, all Parties, and to the Authority.
- 6.34 By notice to the Secretary, any SPAA EC Member may request matters to be considered at an SPAA EC meeting and provided that such notice is given at least 5 Working Days before the date of the meeting, those matters will be included in the agenda for the meeting. Any such request may be given by e-mail. If necessary, the Secretary shall circulate a revised agenda to each SPAA EC Member and all Suppliers as soon as practicable.
- 6.35 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a SPAA EC meeting by, a person entitled to receive notice shall not invalidate the proceedings of that meeting.

### **Proceedings of Meetings**

- 6.36 SPAA EC may meet for the transaction of business, and adjourn and otherwise regulate its meetings as it thinks fit, but shall at all times act reasonably and in compliance with the other provisions of this Clause 6.

### **Representation and Voting**

- 6.37 Each SPAA EC Member shall be entitled to attend, speak and vote, at every meeting of SPAA EC. The Authority shall be entitled to send a representative to any meeting who shall be entitled to speak but not vote at the meeting. Any Party shall be entitled to send a representative to attend a SPAA EC meeting provided it gives the Secretary 2 Working Days' written notice in advance of such meeting. A representative of a Party attending a SPAA EC meeting shall only be admitted as an observer and shall not be entitled to speak or vote at the meeting. The Chairperson may, in his or her sole discretion, exclude a representative of a Party from a meeting (or any part thereof) where matters being discussed are confidential.
- 6.38 All decisions of the SPAA EC shall be by resolution. A resolution put to the vote of any meeting of SPAA EC to be passed shall require the unanimous support of all SPAA EC Members present at the meeting entitled to vote in relation to that resolution.
- 6.39 A resolution in writing signed by or on behalf of all the SPAA EC Members entitled to vote in relation to that resolution shall be as valid and effective as if the same had been passed at a meeting of SPAA EC duly convened and held, and may consist of several instruments in like form executed by or on behalf of one or more SPAA EC Members.
- 6.40 Any resolution passed by SPAA EC shall have no effect until the expiry of any period in which a Party is entitled to appeal that decision pursuant to Clause 6.44, or such later date as the terms of such resolution may provide, as the case may be.

### **Minutes**

- 6.41 The Secretary shall circulate copies of the minutes of each meeting of the SPAA EC or any sub-committees of SPAA EC to each SPAA EC Member, all Parties, the Authority as soon as practicable (and in any event within 5 Working Days) after the relevant meeting has been held. If any SPAA EC Member disagrees with any item of the minutes, he shall, within 5 Working Days of receipt of the minutes, notify the Secretary of those items with which he disagrees, and the Secretary shall incorporate those items upon which there is disagreement into the agenda for the next following meeting of SPAA EC, as the first item for resolution.
- 6.42 The Secretary shall maintain a record of all resolutions voted on by SPAA EC, indicating how each SPAA EC Member voted on each resolution and shall make such record available on request to any Party.

### **Appeals**

- 6.43 Where any resolution put to the vote at any meeting of SPAA EC is not passed, SPAA EC shall, if requested by any SPAA EC Member who voted in favour of such resolution, within 10 Working Days after receipt of the minutes of the SPAA EC meeting setting out such resolution pursuant to Clause 6.41, appeal the SPAA EC decision to the SPAA Forum for its determination.
- 6.44 Where pursuant to Schedule 26 or where a Party reasonably believes that a resolution passed by SPAA EC, or SPAA EC's failure to pass any resolution put to the vote at any meeting of SPAA EC, will or is likely to prejudice unfairly the interests of that Party or will cause that Party to be in breach of this Agreement, of its Gas Suppliers Licence or Gas Transporters Licence (as appropriate), the Act or any other legal requirement, it may within 10 Working Days, or such longer period as SPAA EC may decide in relation to that resolution, of receiving

the minutes of the relevant SPAA EC meeting pursuant to Clause 6.41, appeal the SPAA EC decision to the SPAA Forum for its determination. Pending the outcome of any such appeal, the relevant decision shall have no effect.

### **Vacation of Office**

- 6.45 The office of a SPAA EC Member shall be vacated forthwith if:
- 6.45.1 he resigns his office by notice in writing delivered to the Secretary;
  - 6.45.2 he fails, in person or by alternate, to attend 3 consecutive meetings of SPAA EC that have been duly convened but have not been held as a result of a lack of quorum due to his (or his alternate's) non-attendance;
  - 6.45.3 a Party ceases to be a Party and the SPAA EC Member is employed by either:
    - (i) that Party; or
    - (ii) an Affiliate of that Party; and
    - (iii) such Party is in the category of Parties that has appointed him under Clause 6.3.1 to 6.3.5;
  - 6.45.4 he ceases to be in the employment of one of the Parties, or an Affiliate of one of the Parties, and such Party is in the category of Parties that has appointed him under Clause 6.3.1 to 6.3.5; or
  - 6.45.5 a Party has its Gas Suppliers Licence or Gas Transporters Licence (as appropriate) (or relevant section thereof) revoked and the SPAA EC Member is employed by either:
    - (i) that Party; or
    - (ii) an Affiliate of that Party; and
    - (iii) such Party is in the category of Parties that has appointed him under Clause 6.3.1 to 6.3.5;

### **SPAA EC Member Responsibilities and Protections**

- 6.46 In the exercise of his powers and the performance of his duties and responsibilities as a SPAA EC Member, each of the SPAA EC Members shall represent the interests of the category of Parties by whom they are for the time being appointed. Each SPAA EC Member shall exercise reasonable skill and care to the standard reasonably expected of a director of a limited company in the performance of his duties and responsibilities as a SPAA EC Member.
- 6.47 The SPAA EC Members shall use their reasonable endeavours to consult as many of the Parties that they represent as possible before voting on a matter, and shall demonstrate this on request.
- 6.48 SPAA EC Members will vote according to the consultations that they have made and may be called to account for those decisions. Where a consultation of the relevant Parties shows that Parties have varying opinions, the SPAA EC Member must act in the best interests of the majority, whilst representing the minority view. Where a majority is not significant, the SPAA EC Member should consider whether abstention from the vote best represents the interests of her/ his constituents.
- 6.49 All Parties shall jointly and severally indemnify and keep indemnified:

- 6.49.1 The SPAA EC Chairperson (but not in respect of any liability of the SPAA EC Chairperson under the contract by which SPAA Ltd appoints the SPAA EC Chairperson);
- 6.49.2 each SPAA EC Member and his alternate (including in his capacity as a director or alternate director of SPAA Ltd);
- 6.49.3 the Secretary;
- 6.49.4 the Company Secretary of SPAA Ltd;
- 6.49.5 each person who serves on a sub-committee established by SPAA EC or the board of directors of SPAA Ltd; and
- 6.49.6 each Party, or Affiliate of that Party, which is the employer of any person referred to in paragraphs 6.49.1 to 6.49.5 above,

as between each such Party rateably in accordance with the proportions set out in Clauses 8.8 and 0 from and against all and any costs (including legal costs), charges, expenses, damages or other liabilities properly incurred or suffered by the person or Party in relation to such function or the due exercise of the person's powers, duties or responsibilities under this Agreement (in the case of the Secretariat, as assigned or vested in it by SPAA EC pursuant to Clause 6.54) including in relation to negligence and all claims, demands or proceedings arising out of or in connection with the same except for any costs and expenses which are recovered in accordance with the procedures set out in Clause 8 and any such costs, charges, expenses, damages or other liabilities which are recovered under any policy of insurance in favour of any or all of the persons and Parties referred to in paragraphs 6.49.1 to 6.49.6 or suffered or incurred or occasioned by the wilful default or bad faith of the relevant person.

- 6.50 The Parties hereby ratify and confirm the decisions of the Shadow SPAA EC taken prior to the Effective Date and those Parties providing the indemnity under Clause 6.49 confirm such indemnity shall extend fully to all costs, charges, expenses, damages and other liabilities suffered or incurred by Shadow SPAA EC Members and their alternates before or after the date of this Agreement in relation to activities of the Shadow SPAA EC.

#### **Sub-Committees**

- 6.51 SPAA EC may establish such sub-committees from time to time and consisting of such persons as it considers desirable. Each sub-committee shall be subject to such written terms of reference and such procedures as SPAA EC may determine.
- 6.52 The Authority shall be entitled to send a representative to any meeting of any sub-committee, who shall be entitled to speak but not to vote on any issue.
- 6.53 Resolutions of sub-committees shall not have binding effect unless SPAA EC has formally delegated the decision-making powers to the sub-committee or has ratified the resolution in question.

#### **Secretariat**

- 6.54 SPAA EC may from time to time appoint and remove, or make arrangements for the appointment and removal of, any such person as SPAA EC requires to assist it or any sub-committee of it, the SPAA EC Chairperson or Secretary in the proper performance of its or their duties and responsibilities in each such case upon such terms and conditions as SPAA EC sees fit (any such person or persons to be known as the "**Secretariat**"). In no event shall the Secretariat be a Party or any of its Affiliates, or an employee of a Party or any of its Affiliates.

- 6.55 Any person referred to in Clause 6.54 shall undertake such administrative duties and responsibilities and exercise such powers as SPAA EC may from time to time assign to or vest in any such person. Without limitation, the duties and responsibilities of the Secretariat shall include:
- 6.55.1 periodically reviewing and reporting to SPAA EC on whether the provisions of this Agreement are consistent with the Code Administration Code of Practice (to the extent relevant); and
  - 6.55.2 those duties and responsibilities set out in Condition 30.8(b) of the Gas Suppliers Licence.
- 6.56 SPAA EC may make arrangements for the remuneration of any such person as is referred to in Clause 6.54 and the payment of any such person's costs and expenses and the same shall be recovered in accordance with Clause 8.SPAA EC shall provide a copy of this Agreement to any person on request, upon payment of an amount not exceeding the reasonable costs of making and providing it.

**7. CONSTITUTION OF THE SPAA FORUM**

**Objectives**

- 7.1 The purpose of the SPAA Forum is to act as a forum for representing the views of the Parties and for informing the Parties generally regarding the operation of this Agreement and to determine any matters from time to time referred to it by SPAA EC.
- 7.2 Nothing in this section shall preclude a meeting being held by telephone or other technological means, subject to all the criteria regarding notice and minutes being kept.

**Membership**

- 7.3 Each Party shall be entitled to send one duly authorised representative to attend any meeting of the SPAA Forum on its behalf to represent it.
- 7.4 Subject to Clause 7.22, each representative appointed pursuant to Clause 7.3 shall have the right to speak and to vote at such meetings.

**Proxies**

- 7.5 Any representative of a Party entitled to attend and vote at any SPAA Forum meeting shall be entitled to appoint another person as its proxy to attend, speak and vote in its place.
- 7.6 The instrument appointing a proxy shall be in writing (hard copy or e-mail) from a duly authorised representative of the Party.
- 7.7 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority:
  - 7.7.1 shall be deposited at the office of the Secretary or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting of the SPAA Forum, not less than 24 hours before the time appointed for the taking of the vote and in default the instrument of proxy shall not be treated as valid; or
  - 7.7.2 if sent by e-mail, shall be produced in a scanned image file (.PDF format) sent to [spaa@electralink.co.uk](mailto:spaa@electralink.co.uk) or such other e-mail address as is specified for that purpose in the notice convening the meeting of the SPAA Forum, not less than 24 hours before the time appointed for the taking of the vote and in default the instrument of proxy shall not be treated as valid. In order for the instrument appointing proxy to be deemed valid, the e-mail that sends such instrument shall be required to quote the code or identifier assigned to that Party by the Secretary.
- 7.8 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

We, \_\_\_\_\_, being a Party to the above mentioned Agreement, hereby appoint the Chairman of the Meeting (see Note 1); or \_\_\_\_\_ of \_\_\_\_\_ or, \_\_\_\_\_ failing \_\_\_\_\_ him, of \_\_\_\_\_, as our proxy to vote for us on our behalf at the SPAA Forum meeting to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and at any adjournment thereof.

	FOR	AGAINST
Resolution 1	<input type="checkbox"/>	<input type="checkbox"/>

Resolution 2	<input type="checkbox"/>	<input type="checkbox"/>
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(see Note 2)

Signed \_\_\_\_\_ (name \_\_\_\_\_ )

this                      day of                      20

Notes

1. A Party may appoint a proxy of its own choice. If such an appointment is made, delete the words 'Chairman of the Meeting' and insert the name of the person appointed as proxy in the space provided
2. If this form is returned without any indication as to how the person appointed as proxy should vote, he may exercise his discretion as to how he votes or whether he abstains from voting.

7.9 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous revocation of the proxy or of the authority under which the proxy was executed, provided that no notice in writing of such revocation shall have been received by the Secretary (including by e-mail provided such e-mail quotes the code or identifier assigned by the Secretary to the Supplier seeking to revoke the proxy) at his office before the commencement of the meeting or adjourned meeting at which the proxy is used.

**Meetings**

7.10 Subject to Clauses 7.12 to 7.14 meetings of the SPAA Forum shall be convened:

7.10.1 by the Secretary on the instructions of SPAA EC pursuant to Clauses 8.3 or upon receipt of notice of an appeal pursuant to Clauses 6.43 or 6.44 or Schedule 26 or Clauses 5.15, Clauses 9.19, 9.26, 9.27, or 9.28;

7.10.2 by a Party if the Secretary fails to convene a meeting of the SPAA Forum to hear an appeal of that Party pursuant to Clauses 6.43 or 6.44 or if it makes an appeal pursuant to Schedule 26 or Clauses 5.15, 9.25, 9.26, 9.27 or 9.28;

7.10.3 by SPAA EC, forthwith upon receipt of a requisition by at least 4 Parties; or

7.10.4 by the Secretary in any event, at least once every 12 months if no meeting has been convened pursuant to Clauses 7.10.1 to 7.10.3.

7.11 Any requisition by Parties as referred to in Clause 7.10.3 shall state the objectives of the meeting and must be signed by or on behalf of each of the requisitioners and deposited with the Secretary, and may consist of several documents in like form each signed by one or more requisitioners. If SPAA EC does not within 5 Working Days from the date of the deposit of the requisition proceed to convene a meeting of the SPAA Forum for a date not later than 15 Working Days after the date of deposit, the requisitioners may themselves convene a meeting provided that such meeting is held within a further 20 Working Days. Any meeting convened in accordance

with this Clause 7.11 shall be convened in the same manner, as nearly as possible, as that in which meetings of the SPAA Forum are convened by the Secretary.

### **Notice of Meetings**

- 7.12 All meetings of the SPAA Forum shall be convened by the Secretary on at least 10 Working Days' notice (or such other period of notice as SPAA EC may determine) to those entitled to attend pursuant to Clauses 7.3 and 7.4, the Authority and the Consumers' Representative. Notice may be given by e-mail.
- 7.13 The notice shall specify the date, time and venue of the meeting, an agenda setting out the business to be transacted together with a categorisation of each item on the agenda as being relevant to, the Domestic Suppliers, the Industrial and Commercial Suppliers, to all Suppliers, to Large Transporters, to Small Transporters or to all Transporters. Any item on the agenda concerning approval of a draft budget revision to a budget and/or any limits to be granted to the SPAA EC in respect of budget revisions, and/or any item contained in an appeal in respect of a Change Proposal in respect of any provision in Parts I to VI of this Agreement and/or Schedules 2, 3, or 4 or 5 shall be deemed to concern all Parties. Notice shall be given to all Parties, all SPAA EC Members, the Authority and the Consumers' Representative. If any Party wishes to Dispute the categorisation of an item on the agenda of business to be transacted at a meeting of the SPAA Forum, it may do so by sending its grounds for Dispute to the SPAA EC at least 8 Working Days before the meeting of the SPAA Forum. Any such notice may be sent by e-mail. The SPAA EC shall consider the disputed categorisation and shall inform all the Suppliers if the disputed categorisation is upheld at least 5 Working Days prior to the meeting of the SPAA Forum. This notice may be sent by e-mail and/or posted on the SPAA website [www.spaa.co.uk](http://www.spaa.co.uk).
- 7.14 The accidental omission to give notice of a meeting to, or the non-receipt of notice by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

### **Proceedings at Meetings**

- 7.15 All business of the SPAA Forum shall be transacted at meetings of the SPAA Forum.
- 7.16 At the first meeting of the SPAA Forum held after 1 April in each year, the Secretariat shall provide a person to act as Forum Chairperson ("Forum Chairperson"). The Forum Chairperson shall preside at each meeting of the SPAA Forum. The Forum Chairperson shall not be entitled to vote in any capacity.
- 7.17 A quorum at meetings of the SPAA Forum shall be:
- 7.17.1 persons representing (including by proxy) Domestic Suppliers together holding Weighted Votes totalling 50% or more of the Total Weighted Votes of Domestic Suppliers;
  - 7.17.2 persons representing (including by proxy) Industrial and Commercial Suppliers together holding Weighted Votes totalling 50% or more of the Total Weighted Votes of Industrial and Commercial Suppliers;
  - 7.17.3 persons representing (including by proxy) Large Transporters together holding Weighted Votes totalling 50% or more of the Total Weighted Votes of Large Transporters;
  - 7.17.4 persons representing (including by proxy) Small Transporters together holding Weighted Votes totalling 50% or more of the Total Weighted Votes of Small Transporters,



7.17.5 and in each case, the Weighted Vote of each Party in Clauses 7.17.1, 7.17.2, 7.17.3 and 7.17.4 shall be determined by the Secretary from the Report submitted by each Party in respect of the previous month pursuant to Clause 21.2.

Provided that in the event no persons are present nor proxies received from one of the groups referred to in Clauses 7.17.1, 7.17.2, 7.17.3 and 7.17.4 it shall be deemed that the matter(s) to be considered at the meeting is (are) of not interest to them (“Deemed No Interest”) and their absence shall not affect the quoracy of the meeting.

- 7.18 If within half an hour from the time appointed for holding any meeting of the SPAA Forum a quorum is not present or during the course of a meeting the meeting becomes inquorate, the meeting shall be adjourned to a time and place reasonably determined by the Forum Chairperson and, where the meeting is adjourned until later the same day, communicated to those present at the meeting. Where the meeting is adjourned to another date, notice of the adjourned meeting shall be given to all Parties, as if it were a new meeting. If, where the meeting is adjourned to another date, at the adjourned meeting a quorum is not present within half an hour from the time appointed, those Parties represented at the adjourned meeting shall constitute a quorum.
- 7.19 The Forum Chairperson at a meeting of the SPAA Forum at which a quorum is present may, with the consent of the meeting (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, provided that no business shall be transacted at any adjourned meeting other than the business left unfinished at the previous meeting. When a meeting is adjourned to another date, notice of the adjourned meeting shall be given as if it were a new meeting, but it shall otherwise not be necessary to give notice of an adjourned meeting.

### **Resolutions and Voting**

- 7.20 At any meeting of the SPAA Forum, a resolution put to the vote of the meeting shall be taken in such manner as the Forum Chairperson of the meeting directs and the result of the vote shall be deemed to be the resolution of the meeting and recorded in the minutes.
- 7.21 A declaration by the Forum Chairperson of the meeting that a resolution has on a vote been carried or lost and an entry to that effect in the book containing minutes of the proceedings of meetings of the SPAA Forum shall be conclusive evidence of the fact.
- 7.22 A resolution of the SPAA Forum will be carried where (as further described in Clause 7.23):
- 7.22.1 subject to Clause 7.22.8, for a matter relating to the Domestic Suppliers only, Domestic Suppliers’ representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Domestic Suppliers; or
  - 7.22.2 subject to Clause 7.22.8, for a matter relating to the Industrial and Commercial Suppliers only, Industrial and Commercial Suppliers’ representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Industrial and Commercial Suppliers ; or
  - 7.22.3 subject to Clause 7.22.8, for a matter relating to both Domestic Suppliers and Industrial and Commercial Suppliers, Domestic Suppliers’ representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Domestic Suppliers, and Industrial and Commercial Suppliers’ representatives together casting Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Industrial and Commercial Suppliers; or
  - 7.22.4 subject to Clause 7.22.8, for a matter relating to the Large Transporters only, Large Transporters’ representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Large Transporters; or

- 7.22.5 subject to clause 7.22.8, for a matter relating to Small Transporters only, Small Transporters' representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Small Transporters; or
- 7.22.6 subject to Clause 7.22.8 for matter relating to both Large Transporters and Small Transporters. Large Transporters' representatives together cast Weighted votes totalling 65% or more of the Total Weighted Vote of the Large Transporters, and Small Transporters representatives together casting Weighted votes totalling 65% or more of the Total Weighted Vote of the Small Transporters in each case present or represented (including a proxy) at the meeting; or
- 7.22.7 subject to Clause 7.22.8, for a matter relating to all Parties, Domestic Suppliers' representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Domestic Suppliers, Industrial and Commercial Suppliers' representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Industrial and Commercial Suppliers, and Large Transporters' representatives together casting Weighted Votes totalling 65% or more of the Total Weighted Vote of Large Transporters, and Small Transporters' representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Small Transporters
- 7.22.8 for a matter relating to a Mandatory Schedule, or any change of a Voluntary Schedule and/or Elective Schedule to a Mandatory Schedule, or the introduction of a new Mandatory Schedule:
- (A) Domestic Suppliers' representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Domestic Suppliers, Industrial and Commercial Suppliers' representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Industrial and Commercial Suppliers, and Large Transporters' representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Large Transporters, and Small Transporters' representatives together cast Weighted Votes in favour totalling 65% of the Total Weighted Vote of Small Transporters (provided in each case the category of Parties has an interest in the resolution); and
  - (B) 65% or more by number of representatives of Domestic Suppliers (not being in a Group of Domestic Suppliers) and Groups of Domestic Suppliers' representatives, 65% or more by number of representatives of Industrial and Commercial Suppliers (not being in a Group of Industrial and Commercial Suppliers) and Groups of Industrial and Commercial Suppliers' representatives, and 65% or more by number of representatives of Large Transporters (not being in a Group of Large Transporters) and Groups of Large Transporters' representatives, and 65% or more by number of representatives of Small Transporters (not being in a Group of Small Transporters) and Groups of Small Transporters' representatives, (provided in each case the category of Parties has an interest in the resolution), are (in each case) present or represented (including by proxy) at the meeting.
- 7.23 On a vote under Clause 7.22, each Party's representative shall be entitled to the Weighted Votes of the Party whom it is representing. For the purposes of Clause 7.22, "Weighted Votes" and "Total Weighted Vote" shall be calculated in accordance with Clauses 6.8 to 6.11 (inclusive) but such that 'SN' (under Clause 6.8) and 'XN' (under Clause 6.10) are calculated on the basis of the total number of Supply Points for each Party in the relevant category of Parties that casts a vote at the meeting (including by proxy). For the avoidance of doubt, a Party that abstains from a vote does not cast a vote at the meeting. A Party shall be entitled to vote on matters in

which they have an interest as determined pursuant to Clause 7.13 or on matters affecting all Parties.

- 7.24 The Authority shall be entitled to send a representative to any SPAA Forum meeting who shall be entitled to speak but shall not be entitled to vote. The Consumers' Representative shall be entitled to send a representative to any SPAA Forum meeting as an observer who shall be entitled to speak but shall not be entitled to vote.

### **Minutes**

- 7.25 The Secretary shall prepare minutes of all meetings of the SPAA Forum and shall circulate copies of such minutes to all Parties, each SPAA EC Member, the Consumers' Representative and the Authority as soon as practicable (and in any event within 10 Working Days) after the meeting has been held. If any representative of a Party or any SPAA EC Member disapproves of the minutes, he shall, within 10 Working Days of receipt of those minutes, notify the Secretary of those aspects with which he disagrees and the Secretary shall incorporate those aspects of the minutes upon which there is disagreement into the agenda for the next following meeting of the SPAA EC and shall be copied to all Parties, each SPAA EC Member, the Consumers' Representative and the Authority.

### **Appeals**

- 7.26 Subject to Clauses 7.26A, 7.26B and 7.26C, where a Party reasonably believes that a resolution passed by the SPAA Forum pursuant to Clause 7.22 or the SPAA Forum's failure to pass any resolution put to the vote at any meeting of the SPAA Forum, and where such resolution related to provisions of this Agreement which have been designated to be Mandatory, or the introduction of a Mandatory Schedule, or the designation of any part of this Agreement as Voluntary, Elective or Mandatory; and
- (i) will or is likely to prejudice unfairly the interests of that Party; or
  - (ii) will cause that Party to be in breach of this Agreement; or
  - (iii) will cause that Party to be in breach of its Gas Suppliers Licence or Gas Transporters Licence (as appropriate); or the Act

such Party may within 15 Working Days of receiving notice of the decision pursuant to Clause 7.25 appeal the matter to the Authority and, at the same time, notify the Secretariat that an appeal has been submitted. The Secretariat will issue a notice to SPAA Contract Manager's to that effect. The Authority will then consider the Party's grounds for appeal and determine whether to overturn or uphold the SPAA Forum's decision. The Authority's decision shall be final and binding. Pending the outcome of any such appeal, the resolution shall have no effect.

- 7.26A Where the Consumers' Representative raises an appeal pursuant to Clauses 9.20, 9.21 or 9.22, references to a "Party" in Clause 7.26 shall be interpreted to include the Consumers' Representative.

- 7.26B Where Clause 7.26 applies pursuant to Clause 9.20, 9.21 or 9.22, the following grounds shall apply instead of those set out at Clauses 7.26(i), 7.26(ii) and 7.26(iii):

- (i)
  - (1) the person making the appeal is likely to be unfairly prejudiced by the acceptance or rejection of the Change Proposal; or
  - (2)

- (A) where the Change Proposal was accepted, such acceptance may not better facilitate the achievement of at least one of the relevant objectives set out in Clause 9.12A than if it was rejected; or
  - (B) where the Change Proposal was rejected, acceptance of the Change Proposal may have better facilitated the achievement of at least one of the relevant objectives set out in Clause 9.12A; and
- (ii) that the appeal is not brought for reasons that are trivial or vexatious, and nor does the appeal have no reasonable prospect of success.

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

7.26C Where Clause 7.26 applies pursuant to Clause 9.20, 9.21 or 9.22, the acceptance or rejection of a Change Proposal shall (notwithstanding the final sentence of Clause 7.26) have effect pending the decision of the Authority if the Authority so directs, and the SPAA EC and the Parties shall comply with any interim direction of the Authority in respect of the appeal.

#### **SPAA Ltd**

7.27 The Parties agree that Schedule 4 shall apply with regard to the regulation of their rights and obligations as shareholders in SPAA Ltd.

## **8. COSTS**

- 8.1 SPAA EC shall be entitled to recover, in accordance with the procedures set out in this Clause 8, all its reasonable costs and expenses properly incurred, which may include:
- 8.1.1 any general administration costs associated with SPAA EC, the SPAA Forum and the Secretariat including any costs incurred in holding any meetings; and
  - 8.1.2 any costs and expenses of any consultant or adviser retained by SPAA EC in the proper performance of his duties and responsibilities; and
  - 8.1.3 any costs associated with projects approved by the SPAA EC.

### **Preparation and Approval of Budgets**

- 8.2 Not earlier than 60 nor later than 40 Working Days before the commencement of each Financial Year except for the Financial Year starting on the Effective Date, SPAA EC shall circulate to all representatives on the SPAA Forum a draft budget for that Financial Year, which shall set out SPAA EC's good faith estimate of the costs that are anticipated to be incurred pursuant to Clause 8.1 over that Financial Year. The draft budget for the Financial Year commencing on the Effective Date and ending on the 31<sup>st</sup> March of the year next following the Effective Date shall be prepared by the Shadow SPAA EC. Such budget shall be presented for approval pursuant to Clause 8.3 to a meeting of the SPAA Forum convened on the date of execution of this Agreement. In no event shall such draft initial budget exceed £200,000. The Parties hereby waive the requirements of Clauses 7.12 and 7.13 in respect of such SPAA Forum meeting.

### **Approval of budgets**

- 8.3 The draft budget shall be presented to the SPAA Forum for approval by resolution. The SPAA Forum may, by resolution, approve the draft budget, or amend the draft budget and approve it as amended. In the event of such SPAA Forum resolution not being carried the provisions of Clause 8.4 shall apply. Where the resolution to approve the budget is carried by the SPAA Forum such budget shall be the approved budget for that Financial Year and the funding for the Secretariat in accordance with that budget shall be approved.
- 8.4 In the event of a failure of the SPAA Forum to approve the form or content of any draft budget, the following provisions shall have effect:
- 8.4.1 pending the approval of a draft budget, SPAA EC shall not be entitled to carry out any activities which are the subject of Dispute, except insofar as necessary in order to comply with legally binding obligations which it has previously incurred in accordance with this Agreement or insofar as the carrying out of such activities falls within the terms of any previous approved budget; and
  - 8.4.2 the matter shall be referred forthwith to the Authority whose decision as to the contents of the budget shall be final and binding.

### **Amendments to budgets**

- 8.5 During the course of any Financial Year SPAA EC may request any changes to be made to the approved budget. SPAA EC may approve revisions to the approved budget within limits defined from time to time by the SPAA Forum each Financial Year. The procedure for the approval of changes greater than those limits shall be the same as that set out in Clauses 8.3 and 8.4 for the approval of a draft budget.

### **Payment of Costs Incurred**

- 8.6 SPAA EC or a named person approved by them, shall approve all costs incurred under Clause 8.1 which have been included in the approved budget for the relevant Financial Year in advance of submitting the same to the Secretariat for payment.
- 8.7 Upon receipt of an invoice or other statement relating to costs which have been approved by or on behalf of SPAA EC in accordance with Clause 8.6, the Secretariat shall pay the amount stated in such invoice or other statement (together with Value Added Tax thereon, if applicable) to such person or persons as SPAA EC shall direct. SPAA EC shall specify in advance the authority levels of the Secretariat as appropriate.

### **Recovery of Costs**

- 8.8 For the purposes of Clause [8.11](#), the amount which each Supplier shall be obliged to pay towards the costs to be incurred in accordance with the most recent approved budget in respect of any Quarter shall be calculated as follows:

8.8.1

$$SP = \frac{A \times C}{T}$$

Where:

SP = the amount due from each Supplier;

A= the average number of Supply Points of the Supplier whose SP is being calculated contained on all Gas Transportation Databases across the last three (3) months for which Reports have been submitted pursuant to Clause 21.2, which shall be determined by summing the number contained in those three Reports over all Gas Transportation Databases and dividing that figure by three (3);

C = estimated costs for the Quarter included in the most recent budget approved pursuant to Clause 8.3 or 8.4; and

T = the average number of Supply Points for all Suppliers held on all Gas Transportation Databases across the last three (3) months for which Reports have been submitted pursuant to Clause 21.2, which shall be determined by summing the total number of Supply Points contained in those Reports and dividing that figure by three (3).

8.8.2 For costs incurred under clause 8.1.3, the mechanism will be as per 8.8.1, unless otherwise agreed by the SPAA EC.

- 8.9 The Secretariat, on behalf of the SPAA EC, shall arrange for collection from Suppliers of their respective proportionate share of the costs to be incurred in accordance with the most recent approved budget in any Quarter, calculated in accordance with Clause 8.8, as appropriate, (together with Value Added Tax thereon, if applicable) in accordance with such procedures as may be agreed by SPAA EC from time to time (which may include collection in advance) and the Suppliers shall comply with such collection procedures and, in particular, shall pay the amounts which that Supplier is obliged to pay within the time period prescribed by such procedures, following the receipt of an invoice or other statement issued by the Secretariat.
- 8.10 The SPAA EC shall be entitled, without prejudice to any other right or remedy, to charge (and where charged, a Party shall pay) interest on any payment not duly made in accordance with Clause 8.9, calculated from day to day at a rate per annum equal to the Default Interest Rate from the day after the date on which payment was due up to and including the date of payment,

together with an administration charge as notified by the SPAA EC to the Parties from time to time.

- 8.11 Within 20 Working Days of the 1st April in each Financial Year the Secretariat shall calculate each Suppliers' share, in accordance with the proportions set out in Clause 8.8, of the actual costs incurred during the previous Financial Year and shall reconcile them against amounts paid by each Supplier in respect of estimated costs pursuant to Clause 0. Where the aggregate amount paid by the Suppliers in accordance with Clause 0 in respect of the previous Financial Year is greater than the aggregate amount as calculated in accordance with this Clause **Error! Reference source not found.** in respect of that Supplier, the Secretariat shall reimburse that Supplier (as appropriate) with the difference by means of a credit against the invoice to be raised pursuant to Clause 0 in respect of the second quarter of the current Financial Year.

#### **Audit**

- 8.12 SPAA EC shall arrange for the costs incurred pursuant to Clause 8.1 to be audited by a firm of chartered accountants on an annual basis. SPAA EC shall copy the auditor's report to all Suppliers within 15 Working Days of receipt. The auditors shall be appointed in accordance with a guideline that SPAA EC will circulate amongst the Suppliers within one month of the beginning of each Financial Year.

#### **Review of Cost Recovery mechanism**

- 8.13 Each Supplier acknowledges that the cost recovery SPAA EC mechanism included in this Clause 8 has been agreed to on the basis that the scope of this Agreement is limited to those activities that are described in this Agreement. Each Supplier agrees to review the cost recovery SPAA EC mechanism included in this Clause 8 if the scope of this Agreement (as so described and provided for) is materially amended.

#### **Reconciliation of TRAS costs**

- 8.13 Where a Supplier that held a Gas Suppliers Licence on [1 May] 2015 (the "**TRAS Start Date**") becomes a Party to this Agreement after that date (each such Supplier being a "**New Party**"), then:
- 8.13.1 the Secretariat (on behalf of the SPAA EC) shall recalculate (in accordance with Clause 8.8) the share of the TRAS Liabilities that each Supplier (including that New Party and all other New Parties) would have been liable to pay had that New Party (and all other New Parties) been Parties since the TRAS Start Date;
  - 8.13.2 that New Party shall be liable to pay (and shall be charged) the amount calculated for that Supplier under Clause 8.13.1;
  - 8.13.3 to the extent that a Supplier other than that New Party has been charged more in respect of TRAS Liabilities than the amount calculated for that Supplier under Clause 8.13.1, the excess amount shall be applied as a credit to the future amounts payable by that Supplier under this Clause 8; and
  - 8.13.4 all amounts payable, or credits arising, under this Clause 8.13 shall be taken into account in the billing and reconciliations under Clause 8.9 and 8.10.
- 8.14 Where requested by the Secretary (on behalf of the SPAA EC), each Transporter shall ensure that the Secretary is provided with updated reports under Clause 21.2 to include (where not previously provided) details of the Supply Points that each New Party (as defined in Clause 8.13) had registered on the 15th of each month since the TRAS Start Date (as defined in Clause 8.13).

## PART III: CHANGE CONTROL

### 9. CHANGE CONTROL

- 9.1 The Parties acknowledge and agree that, notwithstanding any other provision of this Agreement, no material amendment to or variation of the matters dealt with in any of the following provisions of this Agreement shall take effect until the written consent of the Authority has been obtained:
- 9.1.1 Clause 4.2, Clause 4.4, Clauses 5.1 to 5.5 (inclusive), Clause 5.15, Clauses 6.1 to 6.17 (inclusive), Clause 6.30, Clause 6.37, Clause 6.38, Clause 6.40, Clause 6.43, Clause 6.44, Clause 6.48 to Clause 6.50 (inclusive), Clause 6.52, Clause 7.1 to 7.4 (inclusive), Clause 7.13, Clause 7.22 to Clause 7.26 (inclusive), Clause 8, Clause 1, Clause 10 and Clause 14; or
  - 9.1.2 any change to any definition in Clause **Error! Reference source not found.** which materially affect the provisions in the Clauses set out in Clause 9.1.1; or
  - 9.1.3 any provision of this Agreement which requires or permits any matter to be referred to the Authority for approval, consent, direction or decision or confers any rights or benefits upon the Authority; or
  - 9.1.4 any change:
    - (i) to a Voluntary Schedule or Elective Schedule, that makes it Mandatory; or
    - (ii) the introduction of a new Mandatory Schedule;
- 9.1AA Subject to Clauses 9.5A to 9.5C and unless otherwise directed by the SPAA EC: (a) any and all Change Proposals proposing changes to Schedule 34 shall be referred by the Change Control Administrator to the TRAS Expert Group; and (b) shall not be referred to the SPAA Change Board until so directed by the TRAS Expert Group.
- 9.1A The parties acknowledge and agree that, notwithstanding any other provision of this Agreement, no amendment to or variation of this Agreement which is likely to:
- (A) have a significant impact on the interests of gas consumers;
  - (B) have a significant impact on competition in one or more of:
    - (i) the distribution of gas;
    - (ii) the supply of gas; and
    - (iii) any commercial activities connected with the distribution or supply of gas;or
  - (C) Discriminate in its effects between one Party (or class of Parties) and another Party (or class of Parties),
- shall take effect without the prior written consent of the Authority.
- 9.1B SPAA EC will comply with a direction issued by the Authority requiring SPAA EC to determine that a Change Proposal does or does not fall within the scope of Clause 9.1 or 9.1A, provided that the Authority has issued such direction prior to SPAA EC accepting or rejecting the relevant Change Proposal



- 9.2 SPAA EC shall:
- 9.2.1 give due and prompt consideration to any matter referred to it in writing by the Authority;
  - 9.2.2 if reasonably requested by the Authority, give the Authority in writing reasons for such decision or action; and
  - 9.2.3 if reasonably requested by the Authority (having regard, in particular, to the resources available to SPAA EC), in relation to any proposal for a change to any provision of this Agreement provide or procure the provision of advice and assistance to the Authority as soon as reasonably practicable as to the implications of the change and the actions necessary to implement it (including any relevant impact assessment),

provided that none of the foregoing shall in any way oblige the SPAA EC to propose a Change Proposal and shall confer no right on the Authority to raise a Change Proposal.

### **Change Proposals**

- 9.3 The SPAA EC may from time to time appoint and remove any such person required to assist with co-ordination, voting on, and implementation of a Change Proposal (“**Change Control Administrator**”) The appointed person shall be part of the Secretariat and the SPAA EC shall inform the Parties of the identity of the Change Control Administrator.
- 9.4 Each Party shall appoint an appropriate person to co-ordinate all communications from and to such Party and/or undertake all procedures in respect of a Party relating to the change control process pursuant to this Clause 1 (each “**Party Change Administrator**” and together the “**Party Change Administrators**”) and shall notify the Change Control Administrator of the identity of such Party Change Administrator from time to time. A Party Change Administrator shall be fully authorised to carry out all acts or obligations of the Party that appointed it in relation to the change control process pursuant to this Clause 1. The Change Control Administrator and/or SPAA EC shall be entitled to assume that a Party Change Administrator shall be authorised to perform all acts or obligations in relation to the change control process in respect of the Party that appointed it. If a Party fails to notify a Party Change Administrator to the Change Control Administrator such Party’s Contract Manager shall be deemed to be its Party Change Administrator until such time as a Party Change Administrator is notified to the Change Control Administrator.
- 9.5 Any Party or the Consumers’ Representative may propose a Change Proposal to the Change Control Administrator by completing the Change Proposal Form (including a recommendation of the appropriate Impact Assessment time period, which must be a minimum of 10 Working Days) and delivering such form to the Change Control Administrator (together with any other documents referred to in the form). Within a reasonable time after receipt of the Change Proposal, the Change Control Administrator shall notify the relevant Party that the Change Proposal has been accepted for logging as a Change Proposal or rejected as a Change Proposal (the basis upon which a Change Proposal can be rejected being as described in Clauses 9.6 and 9.28, subject to Clauses 9.5A to 9.5C). If required, a legal review of the Change Proposal should be sought, prior to submission for Impact Assessment.
- 9.5A In relation only to Authority Change Proposals, a Domestic Supplier (acting at the direction of the Authority) or the Authority may propose a Change Proposal to the Change Control Administrator by completing the Change Proposal Form (including a recommendation of the appropriate Impact Assessment time period) and delivering the Change Proposal Form to the Change Control Administrator (together with any other documents referred to in the form). Within a reasonable time after receipt of the Change Proposal, the Change Control Administrator shall notify the Domestic Supplier that the Change Proposal has been accepted.

- 9.5B A Change Proposal raised by the Authority or a Domestic Supplier in accordance with Clause 9.5A or Clause 9.5C.1:
- 9.5B.1 are to be accepted into the SPAA change process by the SPAA EC;
- 9.5B.2 where raised by a Domestic Supplier, they may not be withdrawn without the Authority's prior consent; and
- 9.5B.3 are to proceed in accordance with Clause 9.5C.
- 9.5C In respect of all Authority Change Proposals, the Authority may by direction set and/or amend the timetable to apply in relation to the following matters (and Domestic Suppliers and (where applicable) the SPAA EC shall comply with any such directions:
- 9.5C.1 the raising of a Change Proposal by a Domestic Supplier; and/or
- 9.5C.2 the completion of each of the procedural steps outlined in the direction, to the extent that they are relevant; and/or
- 9.5C.3 the implementation of the Change Proposal.
- 9.6 Except in the case of Authority Change Proposals the Change Control Administrator may reject a Change Proposal in its absolute discretion if it considers that the Change Proposal:
- 9.6.1 is not sufficiently specific;
- 9.6.2 is not authorised or not properly authorised;
- 9.6.3 is ambiguous or incomplete; and/or
- 9.6.4 is not materially different from a Change Proposal that has already been submitted to it and not yet been voted upon pursuant to Clause 9.9.

When rejecting a Change Proposal, the Change Control Administrator may recommend any amendment and/or additional information that ought to have been provided.

- 9.6A A Party may notify the Change Control Administrator that it has an alternative to a Change Proposal at any time prior to the Change Proposal being voted on by the SPAA Change Board pursuant to Clause 9.13, in which case:
- 9.6A.1 the Change Control Administrator will notify the SPAA Change Board as soon as is reasonably practicable;
- 9.6A.2 the SPAA Change Board may defer a vote on the original Change Proposal; and
- 9.6A.3 if the SPAA Change Board defers a vote on the original Change Proposal:
- (A) the Change Control Administrator will (as soon as reasonably practicable thereafter) notify the Parties that one or more alternative solutions to the original Change Proposal has been raised;
- (B) the proposer of each alternative solution will seek to agree amongst themselves and with the proposer of the original Change Proposal which of the SPAA EC's sub-committee should consider the alternative solution. Failing such agreement, any of the proposers may refer the matter to the SPAA EC for

determination. The sub-committee so agreed or determined shall be the “Relevant Group”;

- (C) the Change Control Administrator will determine and then notify the Parties of the date on which the Relevant Group will meet to consider the original Change Proposal and the alternative solution(s) (which shall be as soon as is reasonably practicable);
- (D) the proposer of each alternative solution will submit an alternative Change Proposal to the Relevant Group in advance of the meeting where the Relevant Group is due to consider the alternative solution;
- (E) the Relevant Group will give its determination as to which solution better facilitates the achievement of the objectives set out in Clause 9.12A, and:
  - (i) the proposer of the original Change Proposal may (to the extent necessary, if at all) modify the original Change Proposal to reflect the Relevant Group’s determination, in which case the proposer(s) of the alternative solution(s) shall be deemed to have withdrawn their alternative solution(s) and only the original Change Proposal shall proceed;
  - (ii) the proposer of the original Change Proposal may decide to proceed with its Change Proposal in a form that does not reflect the Relevant Group’s determination, in which case the original Change Proposal and the alternative Change Proposal(s) shall proceed; or
  - (iii) subject to Clause 9.5B.2 the proposer of the original Change Proposal may decide to withdraw the original Change Proposal, in which case the alternative Change Proposal(s) shall proceed;
- (F) the original and/or alternative Change Proposals, as applicable, will be considered at the first SPAA Change Board meeting following the Relevant Group’s determination pursuant to Clause 9.6A.3(E); and
- (G) if the SPAA Change Board is considering more than one Change Proposal pursuant to Clause 9.6A.3(F), and the SPAA Change Board votes to accept more than one such Change Proposal, then the vote to accept such Change Proposals will not be effective pursuant to Clause 9.13 and the Change Proposals which the SPAA Change Board voted to accept will be referred:
  - (i) where Clause 9.1 or 9.1A applies, to the Authority; or
  - (ii) otherwise, to the SPAA EC,to determine which of those Change Proposals should be deemed to be accepted pursuant to Clause 9.13, whereupon the other Change Proposal(s) shall be deemed to be rejected pursuant to Clause 9.13.

- 9.7 The SPAA EC shall set out the Change Voting Dates each year and shall notify the Parties of the Change Voting Dates. The SPAA EC may change such Change Voting Dates from time to time and if it does so shall inform the Parties of such changed dates
- 9.7A Subject to compliance with any directions as referred to in Clause 9.5C, the SPAA Change Board (which may be held by teleconference) shall consider and determine (acting by simple majority of votes cast by the Parties represented at the SPAA Change Board meeting) at its next appropriate meeting:
- 9.7A.1 for each Change Proposal, any change to the Impact Assessment time period recommended in the Change Proposal Form (provided that the assessment period cannot be shorter than 10 Working Days); and
- 9.7A.2 for each Change Proposal, whether the Change Proposal should be referred to a relevant sub-committee of the SPAA EC for further consideration and development.
- 9.8 Subject to compliance with any directions as referred to in Clause 9.5C (and save where the Change Proposal has been rejected under Clause 9.6 or 9.28), the Change Control Administrator shall (within 2 Working Days following the SPAA Change Board meeting at which the proposal was considered under Clause 9.7A), send each Change Proposal to each Party, the SPAA EC, the Authority and the Consumers' Representative. In doing so, the Change Control Administrator shall indicate, where appropriate, the applicable Change Voting Date (taking into account the Impact Assessment Period), the proposed amendment, proposed product release date, proposed implementation date and the proposed technique. The Change Control Administrator shall invite each Party to consider if it is legitimately interested or impacted by each such Change Proposal and if so, to identify any technical, business and/or implementation impact of the Change Proposal(s) on their organisation.
- 9.9 Each Party that considers it is legitimately interested in or impacted by a Change Proposal shall, by no later than 8 Working Days before the Change Voting Date submit to the Change Control Administrator, by e-mail, an indication of its vote as to whether a Change Proposal(s) should be approved or not, together with any comments it may have on that Change Proposal(s), on the applicable form(s) issued by SPAA EC from time to time.
- 9.10 By no later than 5 Working Days before the Change Voting Date the Change Control Administrator shall issue to each Party, SPAA EC, the Authority and the Consumers' Representative a document containing all the comments and voting indications received (broken down by submitting party) for each Change Proposal submitted (the "**Collated Comments**").
- 9.11 By no later than 24 hours before the Change Voting Date each Party that considers it is legitimately interested or impacted by a Change Proposal shall submit their proxy vote, if they cannot attend the meeting in person on the applicable form to the Change Control Administrator. 24 hours before the Change Voting Date the Change Control Administrator shall review the submitted proxy votes. At the SPAA Change Board meeting, if a Change Proposal is modified, the Change Control Administrator shall inform any Party who has submitted a proxy vote of the modifications within 1 Working Day.
- 9.11A Except in the case of Authority Change Proposals, the proposer of a Change Proposal may withdraw the Change Proposal at any time prior to the Change Proposal being voted on by the SPAA Change Board pursuant to Clause 9.13. A Change Proposal shall be deemed to have been withdrawn if the proposer ceases to be a Party or to hold a Gas Transporters Licence or Gas Suppliers Licence (as applicable).
- 9.11B The Change Control Administrator will notify the Parties of the withdrawal (or deemed withdrawal) of a Change Proposal as soon as is reasonably practicable.

- 9.11C Another Party may adopt a Change Proposal within 10 Working Days of the Change Control Administrator notifying the Parties that such Change Proposal has been withdrawn (or deemed to be withdrawn), in which case such Party will be deemed to be the proposer of the Change Proposal which will proceed in accordance with Clause 9 as if it had not been withdrawn (or deemed to be withdrawn).
- 9.11D Where the Authority issues a 'backstop' direction under Condition 30.10D of the Gas Suppliers Licences in respect of one or more Change Proposals, those Change Proposals shall be deemed to have been withdrawn
- 9.12 The SPAA Change Board (which may be held by teleconference) shall meet on the Change Voting Date to consider all the Collated Comments made to the Change Proposal(s). If all Parties unanimously agree, and if the proposer of the Change Proposal, or their nominated representative, is present in person at the SPAA Board, then a Change Proposal under consideration can be modified to take account of non-material comments made during the Impact Assessment process. Where a Change Proposal is modified at the meeting, the Proposer of the original Change Proposal shall redraft the Change Proposal to reflect the agreed modification(s) and shall submit this revised version of the Change Proposal to the Change Control Administrator no later than 4 Working Days after the Change Voting Date. The Change Control Administrator will then issue the revised Change Proposal with the post meeting documents.
- 9.13 In deciding whether to accept or reject a Change Proposal, the SPAA Change Board will consider whether or not the modification would, as compared to the existing provision of this Agreement, better facilitate the achievement of the following relevant objectives:
- 9.13A.1 the development, maintenance and operation of an efficient, coordinated and economical change of supplier process;
- 9.13A.2 the furtherance of effective competition between Suppliers and between relevant agents;
- 9.13A.3 the promotion of efficiency in the implementation and administration of the supply point administration arrangements;
- 9.13A.4 so far as is consistent with Clauses 9.12A.1, 9.12A.2 and 9.12A.3, the efficient discharge of a Supplier's obligations under the Gas Suppliers Licence;
- 9.13A.5 the establishment, maintenance and operation of the Meter Asset Manager (as defined in the Gas Suppliers Licence) arrangements;
- 9.13A.6 securing compliance with Condition 12A of the Gas Suppliers Licence; and
- 9.13A.7 compliance with the **Regulation** and any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators.
- 9.14 At the same or the next SPAA Change Board meeting at which each Change Proposal is considered (and where relevant modified) under Clause 9.12, a vote shall be taken by the SPAA Change Board to determine whether the Change Proposal (or modified Change Proposal where applicable) should be accepted or rejected., which would include decisions on the solution, implementation date and implementation technique. Each such Party which in accordance with Clause 9.9 considers itself entitled to vote shall be entitled to Weighted Votes calculated in accordance with Clauses 6.8 to 6.11 (inclusive). Following the Change Voting Date, the Change Control Administrator shall determine, in accordance with Clause 7.22 from the Weighted Votes cast by the relevant Parties whether a Change Proposal shall be approved or rejected.

- 9.15 The Proposer shall reserve the right to defer a Change Proposal at the SPAA Change Board. If the Proposer, or their representative, is absent at the SPAA Change Board, then the SPAA Change Board can defer the Change Proposal if required. When material amendments to the Change Proposal have been agreed, for the next SPAA Change Board meeting, the Change Proposal will be issued for 10 Working Days in the SPAA Change Pack, unless it is considered that changes should be subject to a longer impact assessment window.
- 9.16 A resolution of the SPAA Change Board will be carried where (as further described in Clause 9.14A):
- 9.16.1 subject to Clause 9.14.6, for a matter relating to the Domestic Suppliers only, Domestic Suppliers' representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Domestic Suppliers; or
  - 9.16.2 subject to Clause 9.14.6, for a matter relating to the Industrial and Commercial Suppliers only, Industrial and Commercial Suppliers' representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Industrial and Commercial; or
  - 9.16.3 subject to Clause 9.14.6, for a matter relating to both Domestic Suppliers and Industrial and Commercial Suppliers, Domestic Suppliers' representatives together casting Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Domestic Suppliers, and Industrial and Commercial Suppliers' representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Industrial and Commercial Suppliers; or
  - 9.16.4 subject to Clause 9.14.6, for a matter relating to the Transporters only, Transporters' representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Transporters; or
  - 9.16.5 subject to Clause 9.14.6, for a matter relating to all Parties, Domestic Supplier's representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Domestic Suppliers, Industrial and Commercial Supplier's representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Industrial and Commercial Suppliers and Transporter representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Transporters; or
  - 9.16.6 for a matter relating to a Mandatory Schedule, or any change of a Voluntary Schedule and/or Elective Schedule to a Mandatory Schedule, or the introduction of a new Mandatory Schedule;
    - (A) Domestic Suppliers' representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Domestic Suppliers, Industrial and Commercial Suppliers' representatives together cast Weighted Votes in favour totalling 65% or more of the Total Weighted Vote of Industrial and Commercial Suppliers, and Transporters' representatives together casting Weighted Votes totalling 65% of the Total Weighted Vote of Transporters (provided in each case the category of Parties has an interest in the resolution); and
    - (B) 65% or more by number of representatives of Domestic Suppliers (not being in a Group of Domestic Suppliers) and Groups of Domestic Suppliers' representatives, 65% or more by number of representatives of Industrial and Commercial Suppliers (not being in a Group of Industrial and Commercial Suppliers) and Groups of Industrial and Commercial Suppliers' representatives, and 65% or more by number of representatives of

Transporters (not being in a Group of Transporters) and Groups of Transporters' representatives (provided in each case the category of Parties has an interest in the resolution), in each case present or represented (including by proxy) at the meeting.

- 9.17 On a vote under Clause 9.14, each Party's representative shall be entitled to the Weighted Votes of the Party whom it is representing. For the purposes of Clause 9.14, "Weighted Votes" and "Total Weighted Vote" shall be calculated in accordance with Clauses 6.8 to 6.11 (inclusive), but such that 'SN' (under Clause 6.8) and 'XN' (under Clause 6.10) are calculated on the basis of the total number of Supply Points for each Party in the relevant category of Parties that casts a vote at the meeting (including by proxy). For the avoidance of doubt, a Party that abstains from a vote does not cast a vote at the meeting.
- 9.18 Within 5 Working Days of the Change Voting Date the Change Control Administrator shall issue to the Parties, SPAA EC, the Authority and the Consumers' Representative:
- 9.18.1 the Minutes of the SPAA Change Board;
- 9.18.2 any modified Change Proposals as agreed at the SPAA Change Board; and
- 9.18.3 a Change Report.
- 9.19 Where the SPAA Change Board have approved the Change Proposal solution but rejected the implementation date, the SPAA EC shall determine the implementation date.
- 9.20 Where a Change Proposal is subject to Clause 9.1, 9.1A or 9.1B its acceptance or rejection pursuant to Clause 9.13 shall be subject to the Authority's approval. In respect of such Change Proposals, the Change Control Administrator shall notify the Authority that the Change Proposal has either been accepted or rejected and shall request the Authority to approve such acceptance or rejection. Pending the grant of the Authority's consent, SPAA EC shall not take any steps to update the SPAA Products or amend this Agreement pursuant to Clause 9.22. SPAA EC shall comply with the Authority's decision pursuant to this Clause 9.16 to accept or reject a Change Proposal that is subject to Clause 9.1, 9.1A or 9.1B.
- 9.21 Where the Authority's consent to a Change Proposal has been sought pursuant to Clause 9.16, and the Authority determines that it cannot properly form an opinion on whether to accept or reject a Change Proposal, the Authority may direct SPAA EC to revise and resubmit the Change Report relating to that Change Proposal, in which case:
- 9.21A.1 SPAA EC shall give effect to any direction of the Authority as to how the Change Proposal should be treated;
- 9.21A.2 subject to Clause 9.16A.1, the resolution of the SPAA Change Board pursuant to Clause 9.13 in respect of such Change Proposal shall be null and void and the Change Proposal deemed withdrawn; and
- 9.21A.3 subject to Clause 9.16A.1, the SPAA EC shall return the Change Proposal to the proposer to (at its discretion) modify and re-submit it in accordance with Clause 9.5.
- 9.22 Where a Change Proposal has been accepted pursuant to Clause 9.14 or (if Clause 9.1 applies) Clause 9.19 and/or where a Change Proposal has been rejected pursuant to Clause 9.14 but the SPAA Forum or the Authority has allowed an appeal pursuant to Clauses 9.25 to 9.29 (inclusive) the SPAA EC shall decide the appropriate process for implementing the Change Proposal, which shall be in accordance with:
- 9.22.1 if accepted pursuant to Clause 9.13 (or, if Clause 9.1 applies, Clause 9.16), any procedures for implementation set out in the Change Proposal; and

9.22.2 subject to Clause 9.17.1 as the directions of SPAA EC from time to time, which implementation procedures shall in any event shall include parameters for:

- (A) timing of the process and the timing of the implementation; and
- (B) SPAA EC resolutions that are to be passed to update the SPAA Products and/or amend this Agreement in accordance with the Change Proposal.

Once the final form of the Change Proposal has been agreed or determined, this Agreement shall be amended and the SPAA Products shall be updated in accordance with a resolution of SPAA EC.

- 9.23 Save as described in Clauses 9.7A, nothing in this Clause 1 shall entitle any Party, or its Party Change Administrator, to make changes to a Change Proposal other than the Party that proposed it.
- 9.24 SPAA EC shall agree and issue appropriate procedures in relation to Change Proposals submitted pursuant to this Clause 1 (which shall be subordinate to and shall not be inconsistent with the procedures set out in this Clause 1) and the Parties agree to comply with those procedures as issued from time to time.

### **Appeals**

- 9.25 If a Change Proposal is rejected in accordance with Clause 9.14 the Consumers' Representative or any Party that is legitimately interested or impacted by the Change Proposal in question may appeal such decision, within 10 Working Days of receipt of the Change Report, to the SPAA Forum for its determination. None of the foregoing shall entitle any other Party to appeal a vote to reject a Change Proposal to the SPAA Forum.
- 9.26 If a Change Proposal is approved in accordance with Clause 9.14, the Consumers' Representative or any Party that is legitimately interested or impacted by the Change Proposal in question may appeal such decision, within 10 Working Days of receipt of the Change Report, to the SPAA Forum for its determination.
- 9.27 Within 10 Working Days of receipt of the Change Report, the Consumers' Representative or any Party may appeal to the SPAA Forum against a Change Proposal which has been approved or rejected, if it considers that a Party has voted on a Change Proposal in which it had no legitimate interest or by which it would not be impacted.
- 9.28 If the Consumers' Representative or a Party appeals to the SPAA Forum pursuant to Clauses 9.25 to 9.28 (inclusive), it shall provide the SPAA EC with notice of such appeal and provide the SPAA EC with copies of its appeal and any other documentation submitted to the SPAA Forum in support of such appeal. Subject to Clause 7.26C, pending determination of any appeal against the approval of a Change Proposal to the SPAA Forum and the Authority if applicable, SPAA EC shall take no steps to update SPAA Products and/or amend this Agreement pursuant to Clause 9.24.

### **Urgent Changes**

- 9.29 Where any change is proposed to this Agreement pursuant to the terms of this Clause 1 which SPAA EC decides is of an urgent nature and is a change which should be decided upon promptly, SPAA EC may decide to reduce the timescales set out in this Clause 1 accordingly.
- 9.30 Where the SPAA EC has determined the implementation date of an urgent change, SPAA Parties will be notified within 1 Working Day of the SPAA EC decision.



### **MDD Change Process**

- 9.31 Changes to certain MDD Attributes may be made in accordance with the MDD Change Process (Schedule 18) notwithstanding the provisions of this Clause 9.

### **Significant Code Review Phase**

- 9.32 If the Change Control Administrator receives a Change Proposal during a Significant Code Review Phase it shall provide a copy of such Change Proposal to SPAA EC as soon as reasonably practicable following receipt.
- 9.33 Where a Change Proposal is submitted during a Significant Code Review Phase, the SPAA EC shall unless the Authority gives notice otherwise, submit to the Authority a report setting out:
- 9.33.1 any representations received from Parties in relation to the relevance of the Significant Code Review to the Change Proposal; and
- 9.33.2 SPAA EC's assessment of whether the Change Proposal falls within the scope of the Significant Code Review and its reasons for that assessment.
- 9.34 The SPAA EC shall reject a Change Proposal (but not an Authority Change Proposal) which the SPAA EC considers to fall within the scope of the Significant Code Review and which was submitted during a Significant Code Review Phase; unless at any time the Authority directs that the Change Proposal should be progressed.
- 9.35 Where Clause 9.28 applies, the SPAA EC shall notify all Parties that the Change Proposal shall not proceed until the Significant Code Review Phase has ended. If the Authority subsequently directs that the Change Proposal should proceed, the SPAA EC shall notify Parties of the timescale with which the Change Proposal shall be progressed.
- 9.36 During a Significant Code Review Phase, each Party that considers it is legitimately interested in or impacted by a Change Proposal may submit any representations it has in relation to the relevance of the Significant Code Review to the Change Proposal.
- 9.37 During a Significant Code Review Phase, the SPAA Change Board shall consider any and all representations made in relation to the relevance of the Significant Code Review to the Change Proposal.
- 9.38 Where the SPAA Change Board identifies that a Change Proposal submitted during a Significant Code Review (except those that the Authority has directed should proceed) falls within the scope of a Significant Code Review, then the SPAA Change Board shall not take a vote to determine whether the Change Proposal should be accepted or rejected. Instead, the Change Board shall refer the matter to the SPAA EC to consider pursuant to Clause 9.27.

### **Authority-Led Modifications**

- 9.39 As an alternative to Clause 9.5A, the Authority may develop a proposed modification to this Agreement as part of a Significant Code Review, and then submit that modification to the SPAA EC as an Authority-Led Modification.
- 9.40 An Authority-Led Modification shall constitute a Change Proposal, but shall not be subject to Clauses 9.1 to 9.32 (unless otherwise expressly provided in Clauses 9.35 to 9.37). No Impact Assessment Process shall apply to Authority-Led Modifications.
- 9.41 The SPAA EC shall ensure that each Authority-Led Modification is considered at a SPAA Change Board meeting within a reasonable period of time following its submission by the Authority. The SPAA Change Board shall vote at that meeting whether to accept or reject the

Authority-Led Modification. Each such vote shall be subject to Clauses 9.12 to 9.14A; provided that the Change Board shall not be able to modify the Authority-Led Modification.

- 9.42 A SPAA Change Board vote on whether to accept or reject an Authority-led Modification shall have the status of a recommendation to the Authority (in the same way as applies in respect of Change Proposals that are subject to Clause 9.1, 9.1A or 9.1B), and Clauses 9.15 to 9.16A shall apply accordingly.
- 9.43 Where an Authority-Led Modification is approved by the Authority pursuant to Clause 9.16, the SPAA EC shall implement the Modification in accordance with Clauses 9.5C.3 and 9.17.

#### **SPAA Issue Resolution**

- 9.44 Any Party, or the Consumers' Representative, may from time to time raise a SPAA Issue with the Change Control Administrator by submitting to the Change Control Administrator a completed SPAA Issue Form (together with any other documents referred to in the SPAA Issue Form).
- 9.45 Within a reasonable period of time following receipt of a SPAA Issue Form under Clause 9.33, the Change Control Administrator shall validate the a SPAA Issue Form for completeness, and shall notify the Party or Consumers' Representative that submitted the SPAA Issue Form either (as applicable):
- 9.45.1 that the SPAA Issue Form is complete, and that the SPAA Issue has been logged for consideration under Clause 9.35; or
  - 9.45.2 of any section(s) of the SPAA Issue Form that have not been completed, in which case the Party or Consumers' Representative may re-submit the SPAA Issue Form (pending which the Change Control Administrator shall take no further action regarding the SPAA Issue Form).
- 9.46 In the case of complete SPAA Issue Forms, the Change Control Administrator shall publish the SPAA Issue Form on the SPAA website, and schedule the SPAA Issue Form for discussion at the next meeting of the SPAA EC (or, where the SPAA Issue relates to an aspect of this Agreement and/or a SPAA Product for which there is an expert group or other committee of the SPAA EC, at the next meeting of that expert group or committee).

## **PART IV: EVENTS OF DEFAULT, CONSEQUENCES OF DEFAULT AND LIMITATION OF LIABILITY**

### **10. EVENTS OF DEFAULT, CONSEQUENCES OF DEFAULT AND LIMITATION OF LIABILITY**

10.1 It shall be an “**Event of Default**” if:

10.1.1 a Party (the "**Defaulting Party**") is in breach of any of the material terms or conditions of this Agreement and/or in persistent breach of any of the terms or conditions of this Agreement and, if the breach is or was capable of remedy, it fails to remedy the breach within 20 Working Days of receipt of a notice from SPAA EC giving full details of the breach, requiring the Party to remedy the breach and stating that a failure to remedy the breach may give rise to consequences set out in this Clause 10;

10.1.2 a Party passes a resolution for its winding-up, or a court of competent jurisdiction makes an order for the winding-up or dissolution of the Party;

10.1.3 a Party has an administration order is made in respect of it or a receiver is appointed over, or an encumbrancer takes possession of or sells, any substantial part or parts of the Party's assets, rights, or revenues;

10.1.4 a Party makes an arrangement or composition with its creditors generally or makes an application to a court for protection from its creditors generally;

10.1.5 a Party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, but as if in that Section the sum of £10,000 was substituted for the sum of £750;

10.1.6 without prejudice to Clause 12, a circumstance of Force Majeure which affects the performance by a Party of substantially all of its obligations under this Agreement continues for more than 180 days;

10.1.7 a Supplier has its Gas Suppliers Licence revoked or, the Authority provides for Section C or Section D of a Supplier's Gas Suppliers Licence to cease to have effect, or a Supplier, having acceded to this Agreement pending the grant of a Gas Suppliers Licence, notifies SPAA EC that its application for a Gas Suppliers Licence has not been granted;

10.1.8 a Transporter has its Gas Transporter Licence revoked, or a Transporter, having acceded to this Agreement pending the grant of a Gas Transporters Licence, notifies SPAA EC that its application for a Gas Transporters Licence has been refused.

10.2 Any Party may report any suspected Event of Default to SPAA EC and upon receiving such report, SPAA EC shall notify the Party to whom the suspected Event of Default report relates.

10.3 In the event of a Party being in default pursuant to Clause 10.1.1 in respect of obligations owed by a category of Parties that Party shall not be entitled to receive the benefit of any Mandatory Schedule relating to such category of Parties and SPAA EC may decide that those provisions will be suspended as regards such Party with immediate effect or from a specified future date.

10.4 Where SPAA EC is notified by another Party pursuant to Clause 10.2 or otherwise discovers any of the circumstances referred to in this Clause 10 and such breach if capable of remedy is not remedied within any timeframe indicated in the aforementioned, SPAA EC may decide that the relevant Defaulting Party shall not exercise any voting rights pursuant to Clauses 6 to 1 (inclusive) and/or exercise any rights under or benefit from any provisions in a Mandatory

Schedule relating to the category of Parties in default from a date to be determined by SPAA EC until SPAA EC determines otherwise.

- 10.5 A SPAA EC Member shall be disqualified from acting, and shall not act in his capacity as a SPAA EC Member in relation to a resolution pursuant to this Clause 10 and his alternate shall act in his place (unless the provisions of Clauses 10.5.1 and 10.5.2 apply to him as well) in relation to a resolution where:
- 10.5.1 his employer is the Defaulting Party or an Affiliate of the Defaulting Party; or
- 10.5.2 his employer is the Party reporting the suspected Event of Default, or an Affiliate of the Party reporting the suspected Event of Default.
- 10.6 If both a SPAA EC Member and his alternate are disqualified from acting in relation to a particular resolution as a result of Clause 10.5, that SPAA EC Member shall appoint a further alternate who is employed by a Party or an Affiliate from the category of Parties that appointed him, and who is not disqualified pursuant to Clause 10, to act as his alternate in relation to that particular resolution.
- 10.7 Where SPAA EC makes a decision pursuant to Clause 10.4 it shall:
- 10.7.1 notify the relevant Party of its decision; and
- 10.7.2 notify the Authority of its decision; and
- 10.7.3 notify the other Parties that the relevant Party is in a category of Parties and is a Defaulting Party and that such Parties may decide not to give such Party the benefit of any Mandatory Schedule in respect of such category of Parties from a date determined by SPAA EC until SPAA EC determines otherwise.
- 10.8 On receipt of notification from SPAA EC pursuant to Clause 10.7.3, a Party shall be entitled to decline to give a Defaulting Party the benefit of any part of a Mandatory Schedule relating to a category of Parties in accordance with such notification, until it is notified by SPAA EC that SPAA EC has determined otherwise.
- 10.9 Any Party that is a Defaulting Party pursuant to the terms of Clause 10.4 may apply to SPAA EC to have the restrictions referred to in Clause 10 removed. SPAA EC shall consider such application and may levy a fee on the relevant Defaulting Party to remove the relevant restrictions.
- 10.10 A Supplier shall cease to be a Party to this Agreement upon giving SPAA EC 30 Working Days' notice of its intention to cease to be a Party to this Agreement where it has paid all charges and/or met all funding requirements for which it is or will become liable under the terms of this Agreement and in the case of a Domestic Supplier, where:
- 10.10.1 it is no longer Registered for any Supply Points on any Gas Transportation Database; and
- 10.10.2 it no longer holds a Gas Suppliers Licence.
- 10.11 A Transporter shall cease to be a Party to this Agreement upon giving SPAA EC 30 Working Days' notice of its intention to cease to be a Party to this Agreement, where:
- 10.11.1 it no longer has Registered Supply Points on its Gas Transportation Database; and
- 10.11.2 it does not hold a Gas Transporters Licence; and

- 10.11.3 it has paid all charges and/or met all funding requirements for which it is or will become liable under the terms of this Agreement.
- 10.12 A Party shall cease to be a party to this Agreement with immediate effect if its Gas Suppliers Licence or Gas Transporters Licence (as appropriate) is revoked or is not granted. A Party shall cease to be a party to this Agreement as a Domestic Supplier on and from the date that Section C of such Supplier's Gas Suppliers Licence ceases to have effect if the Authority provides that Section C of such Supplier's Gas Suppliers Licence shall cease to have effect. A Party shall cease to be a Party to this Agreement as an Industrial and Commercial Supplier on and from the date that Section D of such Supplier's Gas Suppliers Licence ceases to have effect if the Authority provides that Section D of such Supplier's Gas Suppliers Licence shall cease to have effect.
- 10.13 This Agreement ceasing to have effect in respect of a Party (either because this Agreement ceases to have effect in accordance with Clause 3.3, or because that Party ceases to be a party to this Agreement) shall be without prejudice to the rights and liabilities of that Party that accrued prior to the Agreement ceasing to have effect in respect of that Party.
- 10.14 This Agreement ceasing to have effect in respect of a Party (either because this Agreement ceases to have effect in accordance with Clause 3.3, or because that Party ceases to be a party to this Agreement) shall be without prejudice to the provisions of the Agreement that are expressly (or by implication) intended to survive such cessation, including:
- 10.14.1 (only in respect of those Financial Years during which that Party was a party to this Agreement) Clauses 8.8 to 8.10 (Recovery of Costs);
  - 10.14.2 Clauses 10.13 and 10.14 (Survival of Provisions);
  - 10.14.3 Clauses 10.15 to 10.23 (Limitation of Liability);
  - 10.14.4 Clause 11 (Confidentiality);
  - 10.14.5 Clause 12 (Force Majeure);
  - 10.14.6 Clause 13 (Disputes);
  - 10.14.7 Clause 16 (Entire Agreement);
  - 10.14.8 Clause 17 (Severability);
  - 10.14.9 Clause 18 (Waivers);
  - 10.14.10 Clause 20 (Notices);
  - 10.14.11 (only for such period after such cessation as is referred to in Clause 21.1) Clause 21.1 (Records);
  - 10.14.12 Clause 23 (Contracts (Rights of Third Parties) Act 1999); and
  - 10.14.13 Clause 24.1 (Governing Law)
- 10.15 Subject to Clause 10.18 and 10.20 and save as provided in this Clause 10.15 and Clause 10.16 no Party (the "**Party Liable**") nor any of its officers, employees or agents shall be liable to any other Party for loss arising from any breach of this Agreement by the Party Liable other than for loss directly resulting from such breach and which at the date hereof was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:

- 10.15.1 physical damage to the property of that other Party, its officers, employees or agents; and/or
- 10.15.2 the liability of such other Party to any other person for loss in respect of physical damage to the property of any person arising from breach by the Party Liable, provided that the liability of any Party in respect of claims for such loss arising from any incident or series of related incidents shall in no circumstances exceed £1 million.
- 10.16 Nothing in this Agreement shall exclude or limit the liability of the Party Liable for death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents and the Party Liable shall indemnify and keep indemnified any other Party, its officers, employees or agents, from and against all such liability which such other Party may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents.
- 10.17 Subject to Clause 10.20 no Party, nor any of its officers, employees or agents shall in any circumstances whatsoever be liable to any other Party for:
- 10.17.1 any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or
- 10.17.2 any indirect or consequential loss; or
- 10.17.3 loss resulting from the liability of such other Party to any other person howsoever and wheresoever arising save as provided in Clauses 10.15 and 10.16.
- 10.18 The rights and remedies provided by this Agreement to the parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of this Agreement, including any rights any Party may possess in tort or delict which shall include actions brought in negligence and/or nuisance. Accordingly, each of the Parties hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases the Party Liable, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in this Agreement and undertakes not to enforce any of the same except as expressly provided herein.
- 10.19 Save as otherwise expressly provided in this Agreement, this Clause 10 insofar as it excludes or limits liability shall override any other provision in this Agreement provided that nothing in this Clause 10 shall exclude or restrict or otherwise prejudice or affect any of:
- 10.19.1 the rights, powers, duties and obligations of any Party which are conferred or created by the Act, any licence granted pursuant to the Act or any subordinate legislation made under the Act; or
- 10.19.2 the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act, any such licence or otherwise howsoever.
- 10.20 Each of the sub-clauses of this Clause 10 shall:
- 10.20.1 be construed as a separate and severable contract term, and if one or more of such sub-clauses is held to be invalid, unlawful or otherwise unenforceable the other or others of such Clauses shall remain in full force and effect and shall continue to bind the parties; and
- 10.20.2 survive termination of this Agreement.

- 10.21 Each Party hereby acknowledges and agrees that each of the other Parties holds the benefit of Clauses 10.15, 10.16 and 10.17 for itself and as trustee and agent for its officers, employees and agents.
- 10.22 Each Party hereby acknowledges and agrees that the provisions of this Clause 10 have been the subject of discussion and negotiation and are fair and reasonable having regard to the circumstances as at the date hereof.
- 10.23 For the avoidance of doubt, nothing in this Clause 10 shall prevent or restrict any Party enforcing any obligation (including suing for a debt) owed to it under or pursuant to this Agreement.

## **PART V: CONFIDENTIALITY**

### **11. CONFIDENTIALITY**

#### **General**

11.1 Each Party hereby undertakes with each other Party that it shall preserve the confidentiality of and shall not directly or indirectly Disclose or use for its own purposes Confidential Information. The exceptions to this obligation are set out in Clause 11.2.

#### **Exceptions to Confidentiality Obligation**

11.2 A Party shall be entitled to Disclose or use Confidential Information if and to the extent that one or more of the following apply:

11.2.1 the Party is required or permitted to Disclose Confidential Information pursuant to the terms of a Designated Agreement, to the extent of such requirement or permission; or

11.2.2 the Party believes, on reasonable grounds, that market arrangements set out or contemplated by this Agreement require or permit it to Disclose Confidential Information to another person or to use Confidential Information to the extent of such requirement or permission and it has given the other Parties prior written notice of such intended Disclosure; or

11.2.3 the person to whose affairs the Confidential Information relates gives its prior written consent to the Disclosure or use, to the extent of such consent; or

11.2.4 the Confidential Information, before it is furnished to the relevant Party is in the public domain; or

11.2.5 the Confidential Information, after it is furnished to the Party:

- (A) is acquired by the Party in circumstances in which this Clause 11 does not apply;
- (B) is acquired by a Party in circumstances in which this Clause 11 does apply and thereafter ceases to be subject to the restrictions imposed by this Clause; or
- (C) enters the public domain, and in any such case otherwise than as a result of (i) a breach by the Party of its obligations in this Clause or (ii) a breach by the person who disclosed that Confidential Information of that person's confidentiality obligation and the Party is aware of such breach; or

11.2.6 the Party is required or permitted to Disclose Confidential Information to any person:

- (A) in compliance with any provisions of any Relevant Instrument; or
- (B) in compliance with any other requirement of law or of a Competent Authority; or
- (C) in response to a requirement of any stock exchange or regulatory authority or the Panel on Takeovers and Mergers; or
- (D) pursuant to any judicial or arbitral process or tribunal having jurisdiction in relation to the Party; or

11.2.7 the Party Discloses Confidential Information to its Affiliates or Related Undertakings, its or its Affiliates' or Related Undertakings' employees, directors, agents, consultants and professional advisers; or



11.2.8 the Party Discloses Confidential Information to the Authority.

11.3 Confidential Information which a Party is permitted or obliged to Disclose or use pursuant to Clause 11.2 shall not cease to be regarded as Confidential Information in all other circumstances by virtue of such Disclosure or use.

#### **Internal Procedures**

11.4 With effect from the date of this Agreement each Party shall adopt procedures within its organisation for ensuring the confidentiality of all Confidential Information which it is obliged to preserve as confidential under Clause 11.1. These procedures include the following:

11.4.1 the Confidential Information will be disseminated within the Party only on a "need to know" basis;

11.4.2 employees, directors, agents, consultants and professional advisers of the Party in receipt of Confidential Information will be made fully aware of the party's obligations of confidence in relation thereto; and

11.4.3 any copies of the Confidential Information, whether in hard copy or computerised form, will clearly identify the Confidential Information as confidential.

11.5 Each Party shall take all reasonable steps to ensure that any person referred to in Clause 11.2.6 and 11.4.2 to whom the Party Discloses Confidential Information does not use that Confidential Information for any purpose other than that for which it is provided and does not Disclose that Confidential Information otherwise than in accordance with this Clause 11.

#### **Affiliate or Related Undertaking**

11.6 Each Party shall procure that each of its Affiliates and Related Undertakings observes the restrictions in Clauses 11.1 to 11.5 as if in each such Clause there was substituted for the name of the Party the name of the Affiliate or Related Undertaking.

#### **Data Protection**

11.7 The words and expressions used in this Clause 11 and not defined elsewhere in this Agreement shall be interpreted in accordance with any meaning given to them in the Data Protection Legislation.

11.8 It is acknowledged that each Supplier and each Transporter is likely to process personal data in the course of its business, including personal data concerning Consumers. It is further acknowledged that each such Party is likely to process such personal data as a data controller, and in some limited cases as joint data controllers.

11.9 ~~It is acknowledged that, f~~From time to time during the course of this Agreement, personal data may need to be shared between the Parties under the provisions of this Agreement; ~~for example, in relation to Schedule 8 (Process for Customer Requested Objections), Schedule 9 (Process for the Assignment of Debt in Relation to PPM) and Schedule 20 (The Procedure for Domestic Supplier to Supplier use of the "Notification of Old Supplier Information" Flow During Registration).~~

11.10 Each Party warrants that it has effected, and undertakes that it shall (while it remains a Party to this Agreement) effect and maintain, all such notifications and registrations as it is required to effect and maintain under the Data Protection Legislation to enable it lawfully to perform the obligations imposed on it by this Agreement, and exercise the rights granted to it by this Agreement.

- 11.11 Each Party undertakes to comply with the Data Protection Legislation in the performance of this Agreement, including ensuring that it has a lawful basis for sharing personal data with another Party and that it complies with the Data Protection Legislation in relation to such sharing of personal data.
- 11.12 Each Supplier shall provide to its Consumers, and each Transporter shall provide to the Consumers connected to its network, the information required by the Data Protection Legislation to be provided by them in respect of the processing to be undertaken under this Agreement. If a Consumer is dealing with two or more Parties at the same time ~~(for example, with an Old Supplier and a New Supplier, as each such expression is defined in Schedule 29)~~, then both those Parties shall be separately responsible for complying with their obligations under the Data Protection Legislation regarding the processing of the Consumer's personal data.
- 11.13 Each Party shall comply with the Data Protection Legislation as regards the exercise of rights by data subjects for which the Party is the data controller. In particular, each Party shall designate its own contact point responsible for dealing with data protection queries raised by data subjects for which the Party is the data controller. Unless agreed otherwise in writing at the relevant time, and to the extent any Parties are joint controllers:
- 11.13.1 each Party shall independently comply with the Data Protection Legislation, regarding the rights of Consumers under Data Protection Legislation; and
- 11.13.2 each Party shall independently inform Consumers about its processing activities and shall refer to the other joint controller in such notices.
- 11.14 Without limiting any other basis for processing which may be available in accordance with the Data Protection Legislation, each Party undertakes that, in any case where information to be disclosed by it under this Agreement may lawfully be Disclosed only with the prior consent of the person to whom the information relates, it will use its reasonable endeavours to obtain such prior valid consent so as to enable it to lawfully Disclose the information.
- 11.15 The Parties do not anticipate that they will act as data processors in relation to any personal data shared pursuant to this Agreement. If a Party becomes aware of instances in which personal data may be processed under this Agreement by a Party as a data processor, it shall notify the SPAA EC so that consideration can be given to whether a Change Proposal should be raised to describe such personal data and the purpose, nature and duration of such processing, and to set out the clauses required by the Data Protection Legislation to be included in contracts between data controllers and data processors.

### **Confidentiality and the SPAA EC**

- 11.16 The Parties acknowledge that, for each of SPAA EC, and each of its sub-committees, to properly to carry out its duties and responsibilities under this Agreement, it may decide or be obliged to keep confidential to it (and may instruct its sub-committees to keep confidential) matters, reports, data and other information produced by or for, or made available to or held by it and in any such case, it shall neither Disclose the same to the Parties nor be required by such Parties so to Disclose. Each of the Parties agrees to respect the position of SPAA EC, its sub-committees, and the SPAA EC accordingly.
- 11.17 Each of the Parties agrees, subject to any relevant confidentiality provision binding on it, to provide SPAA EC, the Secretary and the Secretariat with all data and other information reasonably requested by and necessary for SPAA EC, the Secretary and/or the Secretariat properly to carry out their duties and responsibilities under this Agreement.

## **PART VI: FORCE MAJEURE**

### **12. FORCE MAJEURE**

12.1 If any Party (the "**Affected Party**") shall be unable to carry out any of its obligations under this Agreement (for the avoidance of doubt including any obligation under a Mandatory Schedule or, to the extent an election has been made pursuant to Clause 5, an Elective Schedule) due to a circumstance of Force Majeure this Agreement shall remain in effect but:

12.1.1 the Affected Party's obligations; and

12.1.2 the obligations of each of the other Parties owed to the Affected Party under this Agreement; and

12.1.3 any other obligations of such other Parties under this Agreement owed between themselves which the relevant Party is unable to carry out directly as a result of the suspension of the Affected Party's obligations,

shall be suspended without liability for the period during which the circumstance of Force Majeure prevails provided that:

- (i) the Affected Party gives the other Parties prompt notice describing the circumstance of Force Majeure including the nature of the occurrence and its expected duration and where reasonably practicable continues to furnish regular reports with respect thereto during the period of Force Majeure; and
- (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the circumstance of Force Majeure; and
- (iii) no obligations of any Party that arose before the circumstance of Force Majeure causing the suspension of performance are excused as a result of the Force Majeure; and
- (iv) the Affected Party uses all reasonable efforts to mitigate the impact of the circumstance of Force Majeure and to remedy its inability to perform as quickly as possible; and
- (v) immediately after the end of the circumstance of Force Majeure the Affected Party notifies the other Parties in writing of the same and resumes performance of its obligations under this Agreement.

## **PART VII: DISPUTES**

### **13. DISPUTES**

13.1 Save where expressly stated in this Agreement to the contrary, and subject to any contrary provision of the Act, any Gas Suppliers Licence or Gas Transporters Licence issued pursuant to the Act or the rights, powers, duties and obligations of the Authority or Secretary of State under the Act, any such Gas Suppliers Licence or Gas Transporters Licence or otherwise howsoever arising, any Dispute or difference of whatever nature and howsoever arising under, out of or in connection with this Agreement (a "**Dispute**") shall be resolved according to the provisions of this Clause 13.

#### **Contract Management**

13.2 Any Party shall refer a Dispute to the Contract Managers, by notice in writing to all other Parties to the Agreement who are Party to the Dispute (the Party referring the Dispute and the other Parties to the Dispute each being a "**Disputing Party**"). The Contract Managers of the Disputing Parties shall endeavour to resolve the Dispute between them. The Contract Managers of the Disputing Parties shall have authority to negotiate in relation to and to resolve the Dispute including authority to bind the Party nominating them. The joint and unanimous decision of the Contract Managers of the Disputing Parties shall be binding upon the Parties to the Dispute.

#### **Arbitration**

13.3 If the Contract Managers of the Disputing Parties are not able to resolve the Dispute within 10 Working Days of the reference of a Dispute to them, then any Disputing Party may, within 20 Working Days of such reference, refer the Dispute to arbitration before an arbitral tribunal composed of a single arbitrator pursuant to the rules of the London Court of International Arbitration.

13.4 Whatever the nationality residence or domicile of any Disputing Party and wherever the Dispute or any part thereof arose the laws of England and Wales shall be the proper law of any reference to arbitration hereunder and in particular (but not so as to derogate from the generality of the foregoing) the seat of any such arbitration shall be London and the provisions of the Arbitration Act 1996 shall apply to any such arbitration wherever the same or any part of it shall be conducted.

13.5 Notwithstanding the provision of the rest of this Clause 13, any Party may apply at any time to any court of competent jurisdiction for any emergency interim interlocutory relief as may be necessary.

## PART VIII: MISCELLANEOUS

### 14. DEROGATIONS

- 14.1 SPAA EC may resolve to grant a derogation to any Party or Parties in relation to any obligation contained in any Mandatory Schedule to or of this Agreement, which may be subject to conditions and shall specify the term, scope and application of such derogation, and may amend or retract any such derogation, or any such conditions relating thereto, from time to time as it sees fit.
- 14.2 A Party may, in the form set out in Schedule 3, apply to SPAA EC for a derogation pursuant to Clause 14.1 ("**Application for Derogation**").
- 14.3 Where the Secretary receives an Application for Derogation from a Party pursuant to Clause 14.2, it shall ensure that the Application for Derogation is added to the agenda for the next SPAA EC meeting, and shall give notice to all Parties and the Authority, at least 10 Working Days prior to the SPAA EC meeting at which the application is to be considered, stating:
- 14.3.1 that the Application for Derogation has been made, setting out the terms of the derogation sought, and the identity of the Party making the Application for Derogation; and
- 14.3.2 the time (not being less than 10 Working Days from the date on which notice is provided) within which Parties, the Consumers' Representative and the Authority may make representations or objections with respect to the derogation which has been applied for.
- 14.4 If pursuant to Clause 14.3.2 any Parties make representations or objections with respect to the derogation that has been applied for to the Secretary, the Secretary shall as soon as reasonably practicable and in any event before the SPAA EC meeting at which the Application for Derogation is to be considered, publish such representations and objections on the SPAA website [www.spaa.co.uk](http://www.spaa.co.uk) unless such representations or objections have been marked as confidential.
- 14.5 Where a Party is granted a derogation by SPAA EC in accordance with this Clause 14, that Party shall be excused from complying with the obligations specified in the terms of that derogation, and shall be deemed not to be in breach of this Agreement for failing to comply with the relevant obligations for the term of the derogation, but shall be required to comply with any modified obligations which are specified as a condition of the derogation.

## 15. CONTRACT MANAGEMENT

- 15.1 Each Party shall appoint an appropriate person (each a "**Contract Manager**" and together the "**Contract Managers**") to manage all matters arising under or in connection with this Agreement and to monitor the general operation of this Agreement.
- 15.2 Each Contract Manager appointed by a Party shall ensure that procedures are in place in respect of that Party to ensure that there is adequate support for operations provided under this Agreement and timely resolution of problems that may occur, including a point of contact to process and resolve such problems.
- 15.3 Each Contract Manager shall confirm the accuracy of their Operational Contact Information published on the SPAA website to the Secretariat 2 working days prior to each SPAA Release (February, June and November) in accordance with the processes set out in Schedule 24.
- 15.4 At times determined by SPAA EC a meeting of Contract Managers shall be convened to discuss operational issues, with particular regard to inter-operability issues and performance of third parties.
- 15.5 Each Party shall notify the other Parties, SPAA EC, the Secretariat and the Change Control Administrator of the name and contact details of the Contract Manager appointed by it for the purposes of this Agreement from time to time.
- 15.1 Parties must send a change of name certificate<sup>2</sup> to the Secretariat upon the change of name of a company.
- 15.2 Notice of the Authority's consent for a licence transfer must be sent by the Party gaining the licence to the SPAA Secretariat.

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<sup>2</sup> This certificate is issued from Companies House

**16. ENTIRE AGREEMENT**

- 16.1 This Agreement and any document referred to herein represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto and without prejudice to the generality of the foregoing excludes any warranty, condition or other undertaking implied at law or by custom.
- 16.2 Each Party confirms that, except as provided in this Agreement and without prejudice to any liability for fraudulent misrepresentation, no Party has relied on any representation, warranty or undertaking which is not contained in this Agreement or any document referred to herein.

**17. SEVERABILITY**

- 17.1 If any provision of this Agreement shall be held to be invalid or unenforceable by a judgement or decision of any court of competent jurisdiction or any authority (including the Authority) whose decisions shall be binding on the Parties, the same shall be deemed to be severable and the remainder of this Agreement shall remain valid and enforceable to the fullest extent permitted by law. In any such case, the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of this Agreement.



**18. WAIVERS**

- 18.1 The failure by any Party to exercise, or the delay by any Party in exercising, any right, power, privilege or remedy provided by this Agreement or by law shall not constitute a waiver thereof nor of any other right, power, privilege or remedy. No single or partial exercise of any such right, power, privilege or remedy shall preclude any further exercise thereof or the exercise of any other right, power, privilege or remedy.

**19. ASSIGNMENT AND SUB-CONTRACTING**

- 19.1 Subject to Clauses 19.2 and 19.3, and except as provided elsewhere in this Agreement, no Party shall assign any of its rights under this Agreement without the prior written consent of all other Parties, such consent not to be unreasonably withheld or delayed.
- 19.2 Subject to Clauses 10.13 and 10.14, any Party may transfer its rights and obligations under this Agreement to any successor holder of its Gas Suppliers Licence (or part thereof) or Gas Transporters Licence (or part thereof) (as appropriate) provided that:
- 19.2.1 the Authority has approved the transfer of such Gas Suppliers Licence or Gas Transporters Licence (as appropriate) pursuant to the Act; and
- 19.2.2 the successor holder executes an Accession Agreement with SPAA EC.
- 19.3 If Clause 19.2.2 applies, each Party hereby authorises and instructs any delegate appointed by SPAA EC to sign any Accession Agreement on its behalf and undertakes not to withdraw, qualify or revoke any such authority or instruction at any time. Upon execution of the Accession Agreement, the successor holder shall become a Party for all purposes of this Agreement from the date specified in the Accession Agreement.
- 19.4 Any Party may sub-contract or delegate the performance of all or any of its obligations under this Agreement to any appropriately qualified and experienced third party, but shall at all times remain liable to any other Parties in relation to all sub-contracted or delegated obligations.
- 19.5 Each Party shall notify other Parties, on request, of any subcontractors appointed by it for the purposes of this Agreement.

## **20. NOTICES**

- 20.1 Any notice, request, claim form or other communication to be made under or in connection with this Agreement shall be in writing and shall be delivered by hand or by fax or by first class post, or (provided this Agreement expressly so provides) sent by e-mail, to that Party's address as included in Parts 2, 3A, 3B or 4 of Schedule 1 as may be varied from time to time by notice from a Party to all other Parties (marked for the attention of the Contract Managers) and notified to the SPAA EC in accordance with the terms of this Clause.
- 20.2 Unless otherwise stated in this Agreement, a notice, request or other communication sent in accordance with Clause 19.1 shall be deemed received:
- 20.2.1 if delivered by hand, when left at the address referred to above;
- 20.2.2 if sent by post, 2 Working Days after the date of posting;
- 20.2.3 if sent by fax, upon production by the sender's equipment of a transmission report indicating that the fax was sent to the fax number of the recipient in full without error;
- 20.2.4 if sent by e-mail upon receipt by the sender of a delivery receipt e-mail message which states that the e-mail has been successfully delivered to the recipient.
- 20.3 Without any prejudice to Clause 20.2, notice, request or communication sent by e-mail shall also be sent by hand, by post or by fax.
- 20.4 This Clause 20 shall apply mutatis mutandis to SPAA EC, the Secretary, the Secretariat and the Change Control Administrator save that their address and details shall be as set out below or varied from time to time by notice from such persons to the other Parties in accordance with the terms of this Clause 20.

### **SPAA EC**

Address: Northumberland House, 303-306 High Holborn, London, WC1V 7JZ

Fax: 020 7432 3015

e-mail: spaa@electralink.co.uk

### **SECRETARY**

Address: Northumberland House, 303-306 High Holborn, London, WC1V 7JZ

Fax: 020 7432 3015

e-mail: spaa@electralink.co.uk

### **SECRETARIAT**

Address: Northumberland House, 303-306 High Holborn, London, WC1V 7JZ

Fax: 020 7432 3015

e-mail: spaa@electralink.co.uk

**CHANGE CONTROL ADMINISTRATOR**

Address: Northumberland House, 303-306 High Holborn, London, WC1V 7JZ

Fax: 020 7432 3015

e-mail: [spaa@electralink.co.uk](mailto:spaa@electralink.co.uk)

## **21. AUDIT AND RECORDS**

- 21.1 On request by SPAA EC each Party shall ensure that any auditor appointed by SPAA EC has access at reasonable times and on reasonable notice to:
- 21.1.1 any records maintained by that Party in relation to any Supply Point for which it is or has been Registered, or has Registered on its Gas Transportation Database (as appropriate) in the 28 months prior to that date;
  - 21.1.2 any records maintained by it in relation to any Supply Point comprised in its Gas Suppliers Licence or Gas Transporters Licence in the 28 months prior to that date;
  - 21.1.3 any software, hardware, data or information held by the Party or its agents where reasonably required by the auditor; and
  - 21.1.4 the Party's Premises.
- 21.2 Each Transporter shall ensure that the Secretary is provided with a report detailing the total number of Supply Points that it has Registered on its Gas Transportation Database together with the total number of Supply Points, split by Domestic Supply Points and Industrial and Commercial Supply Points that each Supplier has Registered on its Gas Transportation Database, (in each case) on the 15<sup>th</sup> day of each calendar month. The report shall be provided by the last day of the following calendar month.
- 21.3 The Secretary confirms that it shall not disclose details of any Report delivered to it pursuant to Clause 21.2 to the SPAA EC, SPAA Forum, the Secretariat or any other Party; except that the Secretary may disclose to the Secretariat the information required by the Secretariat for the purpose of performing its duties in relation to the TRAS Contract<sup>3</sup>.

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<sup>3</sup> Paragraph 21.3 may be amended by CP16/346. This CP is not intended to overwrite any change made by CP16/346. Where both CPs are approved, the common wording will be included only once, and the two purposes will both be included (separated by 'and').

**22. COUNTERPARTS**

- 22.1 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute the same document.

**23. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 23.1 Subject to Clause 23.2, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.
- 23.2 The persons stated to benefit from the indemnity under Clause 6.49 shall be entitled to enforce their rights under that Clause in accordance with the Contracts (Rights of Third Parties) Act 1999. This Agreement shall be capable of amendment and termination in accordance with its provisions without the consent of those persons.

**24. GOVERNING LAW**

- 24.1 This Agreement is governed by, and shall be construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England.
- 24.2 Each Party agrees that without preventing any other mode of service, any document in an action including any writ of summons or other originating process or any third party or other Party notice) may be served on any Party by being delivered to or left for that Party at its address for service of notices and each Party undertakes to maintain such an address at all times in the United Kingdom and to notify the other Party in advance of any change from time to time of the details of such address in the manner prescribed in Clause 20.



**SCHEDULE 8**

**Supply Point Administration Agreement**

**Customer Requested Objection Agreed Procedure Not Used**

This Schedule is no longer in use due to the implementation of the Switching Significant Code Review.

**Version:** 1-4

**Status:**

Domestic Suppliers	Mandatory
I&C Suppliers	N/A
Large Transporters	N/A
Small Transporters	N/A

**Effective Date:** 29 June 2018

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## SCHEDULE 9

### Supply Point Administration Agreement

#### Assignment of Debt in Relation to Prepayment Meters Agreed Procedure ~~Not Used~~

This Schedule is no longer in use due to the implementation of the Switching Significant Code Review.

Version: 1.7

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#### Status:

Domestic Suppliers	Mandatory
I&C Suppliers	N/A
Large Transporters	N/A
Small Transporters	N/A

Effective Date: 4 November 2016

#### Change History:

Version Number	Status	Date of Issue	Reason for Change
0.1	Live		Migration from Domestic Code of Practice to SPAA
1.0	Final	01 October 2008	Update energywatch to National Consumer Council
1.1	Final	18 January 2010	Updated to include CP 09/140 – Assignment of Debt in Relation to Prepayment Meters – to reflect Ofgem requirement to increase debt transfer amount to £200
1.2	Final	4 <sup>th</sup> November 2011	Updated to reflect CP 11/195
1.3	Final	28 February 2014	Updated to reflect CP 13/243
1.4	Final	26 June 2015	Updated to reflect CP 15/288
1.5	Final	8 <sup>th</sup> July 2015	Updated to reflect CP 15/304
1.6	Final	6 <sup>th</sup> November 2015	Updated to reflect CP 15/314
1.7	Final	4 <sup>th</sup> November 2016	Updated to reflect CP 16/342

**Change History:**

<b>Version Number</b>	<b>Status</b>	<b>Date of Issue</b>	<b>Reason for Change</b>
0.1	Live		Migration from Domestic Code of Practice to SPAA
1.0	Final	01 October 2008	Update energywatch to National Consumer Council
1.1	Final	18 January 2010	Updated to include CP 09/140 – Assignment of Debt in Relation to Prepayment Meters – to reflect Ofgem requirement to increase debt transfer amount to £200
1.2	Final	4 <sup>th</sup> November 2011	Updated to reflect CP 11/195
1.3	Final	28 February 2014	Updated to reflect CP 13/243
1.4	Final	26 June 2015	Updated to reflect CP 15/288
1.5	Final	8 <sup>th</sup> July 2015	Updated to reflect CP 15/304
1.6	Final	6 <sup>th</sup> November 2015	Updated to reflect CP 15/314
1.7	Final	4 <sup>th</sup> November 2016	Updated to reflect CP 16/342

**1. INTRODUCTION**

Dear Dave

Optional\* = One or both of these fields needs to be populated  
The fields marked with an asterisk (\*) in the table above are not mandatory if the 'Complex Debt Indicator' field value is 'T'.

Optional\* = One or both of these fields needs to be populated

## SCHEDULE 10

### Supply Point Administration Agreement

#### The Procedure for Resolution of Erroneous Transfers ~~Not Used~~

This Schedule is no longer in use due to the implementation of the Switching Significant Code Review.

~~Version:~~ 2.0

~~Status:~~

<del>Domestic Suppliers</del>	<del>Mandatory</del>
<del>I&amp;C Suppliers</del>	<del>Elective</del>
<del>Large Transporters</del>	<del>N/A</del>
<del>Small Transporters</del>	<del>N/A</del>

~~Effective Date:~~ -02 November 2018

### Change History:

Version Number	Status	Date of Issue	Reason for Change
1.0	Final		DCoP migration to SPAA
1.1	Final	01 October 2008	Update energywatch to National Consumer Council
1.2	Final	26 June 2009	Updated with CP 08/119 and CP 08/121
1.3	Final	4 <sup>th</sup> November 2011	Updated to reflect CP 11/195
1.4	Final	7 <sup>th</sup> November 2014	Updated to reflect CP 14/272 and CP 14/275
1.5	Final	6 <sup>th</sup> November 2015	Updated to reflect CP 15/312
1.6	Final	5 <sup>th</sup> May 2017	Updated to reflect CP 16/354
1.7	Final	06 July 2017	Updated to reflect CP 17/394
1.8	Final	01 August 2017	Updated to reflect CP 17/393
1.9	Final	29 June 2018	Updated to reflect CP 17/416 and CP 17/418
2.0	Final	02 November 2018	Updated to reflect SCP 426, SCP 440 and SCP 441

## ~~1. INTRODUCTION~~

### ~~1.1 Background~~

#### ~~1.1.1 Erroneous Transfer Customer Charter~~

~~The procedure is consistent with the Erroneous Transfer Customer Charter (ETCC).~~

~~The ETCC is as follows:~~

- ~~1. If a Customer believes that they have been erroneously transferred then they can contact either their Old or New Supplier. The contacted Supplier will liaise with the other Supplier to resolve the matter.~~
- ~~2. An appropriately trained representative of the contacted Supplier shall explain to the Customer:~~
  - ~~\* What action will be taken.~~
  - ~~\* When they can reasonably expect to be transferred back to their original Supplier.~~
  - ~~\* That they will only pay once for the energy consumed and where possible, how their billing arrangements will be treated.~~
  - ~~\* How they will be kept informed of progress towards resolution.~~
  - ~~\* On request, how complaints will be resolved and, where appropriate, how compensation claims will be dealt with.~~
- ~~3. The contacted Supplier will send written confirmation of the details provided above within 5 Working Days of the Customer contact. Where possible the Supplier will include an explanation of why the ET took place.~~
- ~~4. The Customer will be provided with confirmation within 20 Working Days of their initial Customer contact that they will be returned to their Old Supplier.~~

#### ~~1.1.2 Erroneous Transfer Categories~~

~~The following categories have been approved for use in the gas market and will be used by Ofgem for monitoring Erroneous Transfers (ET).~~

- ~~● Forgery Proven~~
- ~~● Misleading information / Suspected Fraudulent Market practice and / or Training Issues~~
- ~~● Incorrect MPRN Selected (only valid reason for a non-domestic ET unless agreed via a bilateral agreement)~~
- ~~● Cancelled contract not actioned~~
- ~~● Customer Service Returners~~



~~See Appendix 2 of this Schedule for further information on these categories and examples of some typical business scenarios for each.~~

## ~~1.2 — Purpose~~

~~1.2.1 — This procedure describes the actions Suppliers are required to undertake to resolve an ET.~~

## ~~1.3 — Scope and Objectives~~

~~The scope of the procedure is limited to ETs occurring in Domestic Premises in the gas market in England, Wales and Scotland and covers the following situations:~~

~~1.3.1 — New Supplier identifies a potential Erroneous Transfer~~

~~1.3.2 — Customer contacts New Supplier believing that they have been erroneously transferred~~

~~1.3.3 — Customer contacts Old Supplier believing that they have been erroneously transferred~~

~~This procedure may also be applied to the non-domestic market at Suppliers' discretion.~~

## ~~1.4 — Status of the Procedure~~

~~The flow structure of the RET is set out in the Supplier Data Flow Catalogue.~~

## ~~1.5 — Conditions precedent~~

~~1.5.1 — This Schedule is a Mandatory schedule of the Agreement. All licenced Suppliers to the Domestic Gas Market are required to comply with the Agreement under Standard Condition 30 of the Gas Suppliers Licence;~~

~~1.5.2 — Only the New Supplier is in a position to determine if there has been an Erroneous Transfer and the reason why the transfer has taken place although the Customer can contact either Supplier to act on their behalf if they believe they have been erroneously transferred. However, if the Customer's initial contact is with the Old Supplier, then the Customer should be encouraged to contact the New Supplier as they are in a better situation to resolve the claim.~~

~~1.5.3 — Up to 24 months following the last registration of a given SupplyPoint, Suppliers should proceed with this procedure when a potential ET is identified. Beyond this point, New and Old Suppliers will discuss any ET on a case by case basis with the New Supplier having the discretion to decide how to treat the potential ET.~~

~~1.5.4 — Once it has been established that an ET has occurred, the New Supplier should not treat the circumstances as an opportunity to secure the customer and should process the loss notification when received.~~

## ~~1.6 — Erroneous Transfers identified within the Objection Raising Period or Confirmation Cancellation Period~~

~~1.6.1 — Where an ET is identified within the Objection Raising Period then either:~~

~~1. — the New Supplier shall make reasonable endeavours to resolve the ET by means of a confirmation cancellation request.~~

~~Or,~~

~~2. — If applicable, the Old Supplier shall raise an Objection on behalf of the Customer by means of a Customer Requested Objection.~~

~~1.6.2 — The procedure described here is for use where the Objection Raising Period or confirmation withdrawal period has expired.~~

~~1.6.3 — This procedure may also be used where the New Supplier agrees to return a Customer to their Old Supplier on a goodwill basis, however, for the purposes of Ofgem reporting, this is not classified as an ET.~~

## ~~2. — PROCEDURE FOR THE RESOLUTION OF AN ERRONEOUS TRANSFER OUTSIDE THE OBJECTION / CONFIRMATION CANCELLATION PERIOD~~

### ~~2.1 — Overall procedure~~

~~The procedure is made up of four phases:~~

~~Phase One — Determine Requirement and Initiate ET Procedure~~

~~Phase Two — Response from Associated Supplier to discuss course of action for ET resolution~~

~~Phase Three — Proposed course of action acceptable to both parties~~

~~Phase Four — Associated Supplier rejects ET Communication Flow~~

### ~~2.2 — Phase One — Determine Requirement and Initiate ET Procedure~~

~~2.2.1 — Where the Customer believes that they have been erroneously transferred they may contact either the New or Old Supplier. The contacted Supplier will, after discussion with the Customer, and if they believe it to be an ET, initiate the ET Procedure on the Customer's behalf.~~

~~2.2.2 — The New Supplier may also initiate the ET Procedure on their own behalf where they recognise that they have erroneously registered a MPRN by sending the RET flow to the Old Supplier as soon as they identify the erroneously registered MPRN.~~

~~2.2.3 — Where the contacted Supplier is the Old Supplier, they shall make reasonable endeavours to initiate the ET Procedure by sending the RET flow to the New Supplier within 2 Working Days of receipt of notification of a potential ET.~~

~~2.2.4 — Where the Initiating Supplier is the New Supplier, they shall make reasonable endeavours to initiate the ET Procedure by sending the RET flow to the Old Supplier within 8 Working Days of receipt of notification of a potential ET.~~

~~2.2.5 — Prior to initiating an ET, the Supplier will first check that they have not already received an ET initiation. If an ET has already been initiated the Associated Supplier will not initiate an ET so as to reduce the likelihood of a Dual Initiation occurring.~~

~~2.2.6 — The identity of the Associated Supplier may be determined from the Supplier ID facility or from information provided by the Customer, or from other information from the Gas Transporter or CDSF. However it is not necessary for the Customer to provide information on the identity of either their New or Old Supplier. Alternatively, the identity of the Associated Supplier can also be obtained via DES.~~

~~2.2.7—In accordance with the ETCC, the contacted Supplier shall provide the Customer within 5 Working Days of initial Customer contact, a letter informing them of the fact that they believe an ET has taken place and the actions they are taking to resolve it (see ETCC for further information).~~

## ~~2.3—Phase Two—Response from Associated Supplier to discuss course of action for ET resolution~~

~~2.3.1—Where the Associated Supplier is the Old Supplier, they shall make reasonable endeavours to respond to the initial request within 2 Working Days of receipt of the RET flow.~~

~~2.3.2—Where the Associated Supplier is the New Supplier, they shall make reasonable endeavours to respond to the initial request within 8 Working Days of receipt of the RET flow.~~

~~2.3.3—Disparity between the Old Supplier and New Supplier records for the Meter Serial Numbers should not be a reason for rejecting an ET.~~

~~2.3.4—The Associated Supplier will respond to the initiating RET flow to confirm acceptance or rejection. If responding with a rejection the Associated Supplier will state the reason(s) for this. An Old Supplier can only reject an ET request if they are not the Old Supplier, if the Customer has decided to cancel the ET or where a Dual Initiation has taken place. All rejections must be accompanied with a detailed rejection reason.~~

~~2.3.5—If the responding Supplier is rejecting, the rejection reasons should follow a logical approach. The following examples should be considered when rejecting an ET:~~

- ~~●—A rejection based on an incorrect customer name should not be used, as an ET is initiated on the basis that the incorrect customer or occupier has undergone a change of Supplier;~~
- ~~●—A rejection based on missing flows should not occur. For example, if a flow has not been received which closes a Change of Supplier loss, Supplier system architecture should not then block an ET taking place; and~~
- ~~●—A rejection based on no valid contract should not occur, as the Customer is entitled to return to their original Supplier on the same rates from which they left and expect to see continuous billing.~~

~~2.3.6—Where the Initiating Supplier receives a request from the Associated Supplier to initiate an ET the following action shall be taken:~~

- ~~1) Where the Dual Initiation has taken place on the same working day, the new Supplier shall default to the Initiating Supplier and reject the ET initiation from the Associated Supplier (the old Supplier in this case) stating within the rejection reason that a Dual Initiation has occurred and it will take the Initiating Supplier Role.~~
- ~~2) Where the Dual Initiation has not taken place on the same working day, the Initiating Supplier shall reject the Associated Supplier initiation. The Initiating Supplier initiation shall take precedence.~~

~~2.3.7—Once the Initial Request has been made one of the following options shall be taken:~~

- ~~1. —Both Suppliers agree that the Customer is to be returned to the Old Supplier (go to Phase 3 of this procedure); or~~

2. — The Associated Supplier believes that they have been contacted in error, because they were not the Associated Supplier on the specified Supply Start Date (go to Phase 4 of this procedure); or
3. — After appropriate investigation e.g. establishing whether a valid contract is in place, the Associated Supplier disagrees with the Initiating Supplier (go to Phase 4 of this procedure).

## 2.4 Escalation for initiation

2.4.1 To ensure the proper operation of the ET Procedure, Suppliers must offer an effective telephone enquiry service for representatives of other Suppliers on all Working Days between the hours of 9:00 to 12:00 and 13:00 to 17:00, UK time. This is a minimum service provision and does not prevent Suppliers from offering a telephone enquiry service at other times as well. For the avoidance of doubt, this telephone enquiry service is intended only to assist with the resolution of escalations and outstanding queries and is not intended to replace the normal data exchange process detailed in Phases 1 and 2.

2.4.2 The table below summarises the escalation procedure that should be taken when resolving any issues with the ET Procedure. It is anticipated that initial and second follow ups will be made by phone or email. Final follow ups should be made by email. Where escalation is sent by email, the template below (2.4) should be used. The timings in the table below are the MAXIMUM recommended values after ET normal processing i.e. after Day +10. All timings referred to in this table are Working Days.

### Where the Initiating Supplier is the Old Supplier

Process	Timescale	Responsibility Level of Contact(s)
Send RET flow	Day 0	Operational Staff
Initial follow up	Day +5	Supervisor/Manager of Operational Staff
Second follow up	Day +10	Nominated ET Handling Contact
Final follow up	Day +15	Contract Manager*

\* Contract Manager shall arrange for the Final follow up escalation to be responded to within 10 Working Days of receipt

2.4.3 Emailed escalations should be sent as a standard format with the following headers detailed below. The subject header should state “Response to ET initiation escalation” followed by which process (escalation point) is being sent, the new and old supplier IDs.

2.4.4 Escalations will be responded to using the original escalation file. A 5th column for additional comments should be added and comments for each and every MPRN added.

MPRN	Initial Customer Contact Date (as per the ETCC) (ddmmyyyy)	New supplier start date (ddmmyyyy)	RET flow sent date (ddmmyyyy)	Additional Comments

## ~~2.5 — Phase Three — Proposed course of action acceptable to both Parties~~

~~2.5.1 — Where both Suppliers agree that the Customer is to be returned to the Old Supplier as per Phase 2 then:~~

~~1. — Where the Associated Supplier is the Old Supplier, it shall:~~

~~2.5.1.1.1 — within 2 Working Days of receipt of the Initial Request, return the RET Flow to the Initiating Supplier with an ‘Accepted’ status;~~

~~2.5.1.1.2 — complete the re-registration of the Customer within 21 calendar days of accepting the ET;~~

~~2.5.1.1.3 — where such an application for a confirmation is invalid as there is another confirmation in the process of being confirmed as in Network Code (Section G) shall re-submit a valid application for confirmation as soon as possible thereafter.~~

~~2. — Where the Associated Supplier is the New Supplier:~~

~~2.5.1.2.1 — it shall, within 8 Working Days of receipt of the Initial Request, return the RET flow to the Initiating Supplier, indicating that the request has been accepted.~~

~~2.5.1.2.2 — then the Old Supplier shall, complete the re-registration of the Customer, within 21 calendar days of receiving an accepted RET response.~~

~~2.5.2 — If, within 3 Working Days of both Suppliers having agreed that the New Suppliers registration has been made in error, the New Supplier has not received notification that the Old Supplier has commenced registration, then the New Supplier should escalate as set out in table 2.6 below. Where the New Supplier agrees that an Erroneous Transfer has taken place, the New Supplier shall not object to the re-confirmation of the relevant MPRN by the Old Supplier.~~

~~2.5.3 — The Initiating Supplier shall (unless having already done so) provide the Customer within 20 Working Days of their initial Customer contact with confirmation that they will be returned to their Old Supplier via the ET Procedure.~~

## ~~2.6 — Escalation for re-registration~~

~~2.6.1 — The table below summarises the escalation procedure that should be followed where there are delays in the re-registration of the relevant MPRN.~~

~~2.6.2 — At each stage of the escalation where the Old Supplier responds with a valid reason as to why they have been unable to re-register the relevant MPRN, the escalation stops. The New Supplier should only escalate to the next level where;~~

~~1. — there has been no response to the initial escalation;~~

~~2. — the Old Supplier does not provide a satisfactory reason for failure to re-register the relevant MPRN;~~

~~3. — it has been agreed on a bi-lateral basis between Suppliers that the original reason for failure to re-register has been outstanding for an unanticipated period of time.~~

2.6.3—In relation to the timescales in the table below, ‘Day’ is defined as the date on which both Suppliers have agreed that the New Supplier’s Registration has been made in error or the New Supplier’s SSD, whichever is the later. NB. All timings referred to in this table are Working Days.

Process	Timescale	Responsibility Level of Contact(s)
Initial enquiry	Day +3	Supervisor/Manager of Operational Staff
Follow up	Day +7	Nominated ET re-registration contact
Final follow up	Day +11	SPAA Contract Manager

\* SPAA Contract Manager shall arrange for the Final follow up escalation to be responded to within 10 Working Days of receipt.

2.6.4—Emailed escalations should be send as a standard format with the following:

1. — The subject header should state “Re-registration Escalation” followed by which process (escalation) is being sent, the New and Old Supplier IDs
2. — The attachment should have MPRN, Initial Customer Contact Date (ddmmyyyy) as per the ETCC, Gaining Supplier and Old Supplier

## 2.7 — Phase Four — Associated Supplier rejects Erroneous Transfer Request

2.7.1—Where the Associated Supplier believes that they have been contacted in error because they are not the correct Supplier, they shall, within 2 Working Days of receipt of the RET flow, return the request to the Initiating Supplier. The Initiating Supplier shall then establish the identity of the correct Supplier and re-send the Initiating Request accordingly.

2.7.2—Where the Associated Supplier disagrees with the Initiating Supplier:

1. — they shall, within 2 Working Days (as the Old Supplier) and 8 Working Days (as the New Supplier) of receipt of the RET flow (or other method as agreed), return the request to the Initiating Supplier indicating that the request has been rejected.
2. — The Associated Supplier shall provide Comments on the reason why they believe it is not an ET.

2.7.3—Where the Associated Supplier has received 3 transfer requests for the same MPRN and all requests are believed to be validly rejected, prior to sending the third rejection:

1. — They shall telephone the Initiating Supplier to discuss the transfer and the reason for rejection.
2. — They shall come to a conclusion with the Initiating Supplier as to whether the transfer request is valid or invalid.

2.7.3.2.1— if valid, they shall allow the transfer request to continue as per the current process

2.7.3.2.2— if invalid, they will follow the current process in sending the rejection flow along with comments ‘validly rejected 3 times as agreed’

~~3. If a further transfer request is received, the request will be escalated to a team manager who will endeavour to reach a resolution with the Initiating Supplier.~~

~~4. Should a further request be received after the previous step the requests will be referred to the appropriate Contract Manager to resolve.~~

~~2.7.4 The Initiating Supplier shall (unless having already done so) provide the Customer, within 20 Working Days of their initial Customer contact with a statement of the outcome of the investigation.~~

~~2.7.5 See Appendix 3 of this document for further information on these categories and some typical business scenarios for each.~~

## ~~2.8 Billing Arrangements~~

~~2.8.1 This section refers to the circumstance where the New Supplier agrees that the Customer has been Erroneously Transferred but the Old Supplier has either re-registered the Customer or is currently carrying out the usual CoS re-registration and, hence, the SSD for the return of the Customer to the Old Supplier has not yet been reached.~~

~~2.8.2 If the New Supplier identifies that an ET has occurred for a Customer that the Old Supplier has already re-registered or is in the process of re-registering, the ET request takes precedence. To clarify, the Old Supplier cannot reject an ET request if they are already in the process of re-registering. In this situation, the Old Supplier must accept responsibility for billing during that period, although the actual billing of the Customer will remain at the discretion of the Old Supplier.~~

~~2.8.3 Under normal circumstances, the billing of the Customer should be treated as an ET and the Old Supplier should contact the Customer to confirm billing arrangements. In accordance with the principles outlined in the ETCC whereby the Customer 'will only pay once for the energy consumed', these arrangements establish billing continuity for the period of the Erroneous Transfer where CoS re-registration has been followed.~~

## ~~3. FLOW~~

### ~~3.1 Communication~~

~~3.1.1 All data flows, initiations and responses sent between Suppliers under this Schedule shall, be structured and communicated in accordance with the Supplier Data Flow Catalogue.~~

~~3.1.2 The transfer mechanism for the exchange of the RET is the Data Transfer Network (DTN). For DTN encoding rules, principle of transfer relationship, validation and file name structure refer to the User File Design Specification.~~

## APPENDIX 1: PHASE TIMINGS

### 1.2—The Old Supplier is the Initiating Supplier

Action	Phase	Timing**
Old Supplier sends Initial Request	Phase 1—Determine Requirement and Raise ET	Within 2 Working Days of initial Customer contact
Respond to Initial Request by Associated (New) Supplier	Phase 2—Contact between involved parties to discuss course of action for ET resolution	Associated (New) Supplier to respond within 8 Working Days of Initial Request.
Customer returns to Old Supplier	Phase 3—If New Supplier informs the Old Supplier that ET request is accepted Customer should be re-registered by Old Supplier	Within 21 calendar days of Acceptance by New Supplier
Associated Supplier contests suggested course of action	Phase 4—If New Supplier informs the Old Supplier that ET request is rejected then either the Old Supplier re-registers the Customer, or the registration stands	Within 10 Working Days of Response of Associated Supplier

### 1.3—The New Supplier is the Initiating Supplier

Action	Phase	Timing**
New Supplier sends Initial Request	Phase 1—Determine Requirement and Raise ET	Within 8 Working Days of initial Customer contact
Respond to Initial Request by Associated (Old) Supplier	Phase 2—Contact between involved parties to discuss course of action for ET resolution	Associated (Old) Supplier to respond within 2 Working Days of Initial Request.
Customer returns to Old Supplier	Phase 3—If the Old Supplier accepts the ET request Customer should be re-registered by Old Supplier	Within 21 calendar days of Acceptance by Old Supplier
Associated Supplier contests suggested course of action	Phase 4—If Old Supplier informs the New Supplier that ET request is rejected, then either the Old Supplier re-registers the Customer, or the registration stands	Within 10 Working Days of Response of Associated Supplier

\*\* NB: The timings in the table are the MAXIMUM recommended values



## APPENDIX 2: RECORDED REASONS FOR ERRONEOUS TRANSFERS

The following table sets out the four Recorded Reasons for an ET, as monitored by Ofgem, together with a definition and typical business scenario for each.

Recorded Reason for ET	Definition	Typical Business Scenarios
Forgery—PROVEN	Where an ET is proven to be a result of the fraudulent marketing practices, by the gaining Supplier or its salesmen / agents	<ul style="list-style-type: none"> <li>●—Forgery of contract</li> <li>●—Customer was deceased at the point the contract was signed / agreed.</li> </ul>
Incorrect MPRN/MPAN Selected	Where an ET is recorded in circumstances where the Customer being transferred has been incorrectly identified	<ul style="list-style-type: none"> <li>●—A house is split into a number of flats where the MPRN/MPAN for the wrong flat is selected.</li> <li>●—Customer provided incorrect data.</li> <li>●—Wrong number keyed in.</li> <li>●—Industry data incomplete or out of date.</li> <li>●—New estates where plots are converted to postal addresses.</li> <li>●—Incorrect data provided via Price Comparison Website.</li> </ul>
Cancelled contract not actioned	Where an ET is recorded because the gaining Supplier failed to act upon the cancellation of the contract by the Customer	<ul style="list-style-type: none"> <li>●—Clerical Error</li> <li>●—If internal systems prove that the Customer had previously contacted the Supplier</li> </ul>

<p>Misleading Information / Suspected Fraudulent Marketing Practice and / or Training Issues</p>	<p>Where an ET is recorded due the provision of misleading information by the gaining Supplier or its salesmen/agents</p>	<ul style="list-style-type: none"> <li>● Contract signed / agreed by a vulnerable customer who was unaware of the consequences of signing</li> <li>● Customer felt coerced into signing the contract by the sales agent against their better judgement</li> <li>● Customer, unaware that they were signing / agreeing a contract and believed that they were signing for more information</li> </ul>
<p>Customer Service Returners</p>	<p>Where the ET process is used on a goodwill basis at the discretion of the New Supplier in order to avoid a customer complaint, despite the New Supplier holding a valid contract.</p> <p>An ET with a reason of Customer Service Returners should only ever be initiated by the New Supplier.</p> <p>Where a Customer Service Returners ET is initiated by a New Supplier, the Old Supplier should endeavour to accept the request and re-register the Customer.</p>	<ul style="list-style-type: none"> <li>● Customer claims not to have signed but the New Supplier has evidence to suggest otherwise. I.e. has a signed Direct Debit with the customers bank details.</li> <li>● Customer has changed mind and is adamant that they will not contact a supplier of their choice because it is too inconvenient.</li> <li>● Customer has changed mind after they spoke to a rude customer service agent.</li> <li>● Customer deceased after signing contract.</li> <li>● Customer states they phoned up (or wrote or returned a form) to cancel before but there is no note on the system. The account is at a stage of registration where it cannot be stopped.</li> <li>● Customer cancels one day after registration has commenced and insists that the supply letter was not received in time.</li> <li>● Customer claims that they only signed for more information but the New Supplier has evidence to suggest otherwise, i.e. it is found</li> </ul>

		that the New Supplier has a record of the customers DOB and bank details.
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### APPENDIX 3: ET REJECTION REASON GUIDANCE

The following table sets out some additional guidance on the appropriate usage of ET Rejection Reasons including some typical business scenarios for both valid and invalid rejections:

Rejection Reason	What it means
Not the last Supplier	<ul style="list-style-type: none"> <li>• The ET request has been sent to the wrong Supplier</li> <li>• Potentially a bilateral / multilateral ET if erroneous registration period crosses over more than one Supplier</li> </ul>
Incorrect REGI date	<ul style="list-style-type: none"> <li>• The Effective from Settlement Date (REGI) for the New Supplier has been populated with an incorrect date</li> </ul>
Valid Contract	<ul style="list-style-type: none"> <li>• The New Supplier has investigated and determined that they hold a valid contract for the Customer and that no ET has taken place.</li> </ul>
Over 2 Years old	<ul style="list-style-type: none"> <li>• More than 2 years have passed since the CoS event in question. If an ET is still required Suppliers should seek to agree this bilaterally</li> </ul>
Address Mis-match	<ul style="list-style-type: none"> <li>• The Metering Point Address fields in the RET should be populated with the Metering Point Address recorded in centralised industry systems as opposed to the customer billing address.</li> </ul>

#### Invalid Rejections:

Rejection Reason	Why is it invalid
No customer contact / If customer wants to come back they need to contact us	<ul style="list-style-type: none"> <li>• The ETCC states that the customer has to contact just one Supplier in order to resolve an ET, either the Old or New Supplier. The contacted supplier will then liaise with the other supplier to resolve the matter.</li> </ul>
Do not hold a valid contract	<ul style="list-style-type: none"> <li>• This should not prevent the ET from being progressed where the Suppliers agree that an ET has occurred. The customer should be returned as a new customer on new contract terms if necessary. The important aspect is that the customer is switched away from the erroneous supplier.</li> </ul>

<p>ET rejected as the account is in an occupier name / name does not match our records</p>	<ul style="list-style-type: none"><li>• If an incorrect MPRN has been registered it is highly likely that the name populated in the RET will differ to the name held on the supplier's billing record.</li></ul>
<p>MSN does not match our records</p>	<ul style="list-style-type: none"><li>• The MSN is provided purely as a reference if meter readings are being exchanged. It should not be a validation point.</li></ul>

## SCHEDULE 11

### Supply Point Administration Agreement

#### ~~The Procedure for Agreement of Change of Supplier Reading and the Resolution of Disputed Change of Supplier Readings~~Not Used

This Schedule is no longer in use due to the implementation of the Switching Significant Code Review.

**Version:** 4.9

**Status:**

Domestic Suppliers	Mandatory
I&C Suppliers	Elective
Large Transporters	N/A
Small Transporters	N/A

**Effective Date:** 02 November 2018

**Change History:**

<b>Version Number</b>	<b>Status</b>	<b>Date of Issue</b>	<b>Reason for Change</b>
1.0	Agreed	21 <sup>st</sup> December 2004	Migration from Domestic Code of Practice to the Agreement
1.1	Revised	11 February 2005	Inclusion of CTP Backstop Process following SPAA CoS EG 04/02/05
2.0	Final	3 <sup>rd</sup> March 2005	Inclusion of comments following review by SPAA CoS EG
3.0	Final	February 2008	Inclusion of CP 07/077, CP 07/104, CP 07/076 and CP 07/085
4.0	Final	November 2008	Inclusion of CP 08/114
4.1	Final	4 <sup>th</sup> November 2011	Updated to reflect CP 11/195
4.2	Final	07 November 2014	Updated to reflect CP 14/280
4.3	Final	6 <sup>th</sup> November 2015	Updated to reflect CP 15/293
4.4	Final	1 <sup>st</sup> July 2016	Updated to reflect CP 16/332
4.5	Final	5 <sup>th</sup> June 2017	Updated to reflect CP 16/355
4.6	Final	06 July 2017	Updated to reflect CP 17/394
4.7	Final	01 August 2017	Updated to reflect CP 17/393
4.8	Final	23 February 2018	Updated to reflect CP 17/408
4.9	Final	02 November 2018	Updated to reflect SCP 426

## **1. INTRODUCTION**

### **1.1 Background**

~~During the Change of Supplier (CoS) process, the New Supplier is required to provide a Meter Reading within a defined window via their Shipper, to the Central Data Services Provider (CDSP) in accordance with Uniform Network Code (UNC) requirements. Where the CDSP accepts that Meter Reading, this results in the CDSP sending both the Old Supplier and New Supplier, via their Shippers, notification of the Meter Reading to use for CoS settlement. If the New Supplier is unable to obtain and provide an Actual Reading or the CDSP rejects the Meter Reading provided, then the CDSP shall issue an estimated CoS Meter Reading.~~

### **1.2 Purpose**

~~This Schedule sets out the procedure for:~~

- ~~1.2.1 the agreement of a Meter Reading between Suppliers in the event that the CDSP is unable or not obligated to send an estimated Meter Reading; and~~
- ~~1.2.2 the resolution of a dispute where one or more of the Old Supplier, the New Supplier or the Customer subsequently disputes the notified Meter Reading (whether that is an Actual Reading or CDSP Estimated Opening Read)~~

~~The procedure is for use by Suppliers and is divided into six phases, however, it is recommended that the process is only taken through all six phases where absolutely necessary.~~

### **1.3 Scope & Objectives**

~~This procedure applies to the agreement, post transfer, of the Meter Reading to apply at the point of a CoS (a CoS Meter Reading), and the resolution of disputed CoS Meter Readings, for Domestic Premises in the England and Wales and Scottish markets and covers the following scenarios:~~

#### ~~1.3.1 Agreement of CoS Meter Readings:~~

- ~~(A) Old Supplier has not received a CoS Meter Reading within 15 Working Days of the New Supplier's Supply Start Date (SSD) and an estimated Meter Reading has not been generated by the CDSP.~~
- ~~(B) New Supplier has not received a CoS Meter Reading within 17 Working Days of its SSD and an estimated Meter Reading has not been generated by the CDSP.~~

#### ~~1.3.2 Resolution of Disputed Meter Readings:~~

- ~~(A) Old Supplier disputes the CoS Meter Reading on receipt~~
- ~~(B) New Supplier disputes the CoS Meter Reading on receipt~~
- ~~(C) Customer disputes their final account from the Old Supplier~~
- ~~(D) New Supplier disputes the CoS Meter Reading on receipt of the first Meter Reading (including Customer Own Reads) received after SSD~~
- ~~(E) Customer disputes their opening account from the New Supplier~~

(F) — ~~New Supplier is prevented from loading an actual or agreed Meter Reading taken for the purposes of CoS due to the previous Meter Reading history.~~

1.3.3 — ~~The process complies with all the obligations in the Uniform Network Code relevant to CoS Meter Readings.~~

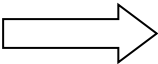
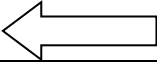
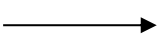
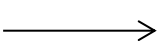
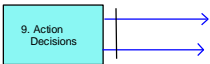

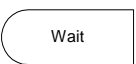
1.3.4 — ~~The procedure is based on the following principles:~~

(A) — ~~least inconvenience to the Customer and minimising Customer complaint; and~~

(B) — ~~production of a timely and accurate final account by the Old Supplier.~~

#### 1.4 — **Diagram Object Definitions**

The following objects are used in the process diagrams:

<b>Event</b>		Something which happens to trigger a procedure to be executed;
<b>Result</b>		A tangible output from a procedure;
<b>Mandatory Flow</b>		An unconditional flow of control between two procedures, an event and a procedure, or a procedure and a result;
<b>Optional Flow</b>		A conditional flow of control between two procedures, an event and a procedure, or a procedure and a result;
<b>Exclusivity</b>		Only one of the optional flows crossed by the exclusivity symbol will be sent, depending on an internal condition in the procedure
<b>Procedure</b>		A discrete set of actions with at least one trigger, producing a result and/or transferring control to another procedure
<b>Process Break</b>		A break in the flow of processing requiring a trigger to restart

#### 1.5 — **Status of the Procedure**

The flow structure of the SAR is set out in the Supplier Data Flow Catalogue.

#### 1.6 — **Conditions precedent**

1.6.1 — ~~The process of agreeing a CoS Meter Reading can be initiated where:~~

(A) — ~~A Change of Supplier has occurred; and~~

(B) — ~~No actual or estimated Meter Reading has been provided by the CDSP; and~~

(C) — ~~Twelve months have not passed since the SSD. Incidents greater than twelve months should be resolved by one to one agreements between Suppliers.~~

1.6.2 — ~~A dispute over the Meter Reading used on a CoS; can only be raised when:~~



- ~~(A) — a CoS has occurred; and~~
- ~~(B) — the CDSP has generated an estimated Meter Reading to be used on CoS which is considered to be significantly inaccurate by any party; or~~
- ~~(C) — the CoS Meter Reading is considered to be significantly inaccurate by any party; and~~
- ~~(D) — Twelve months have not passed since the SSD for the disputed CoS Meter Reading. Disputes greater than twelve months should be resolved by one to one agreements between Suppliers.~~

~~1.6.3 — Suppliers shall ensure appropriate validation and checks are carried out prior to submitting a Meter Reading.~~

## ~~1.7 — Escalation Procedure~~

~~1.7.1 — If, during this process, either Supplier does not receive a timely response to a communication they should follow the Escalation Process outlined in Appendix 3 (Escalation Summary).~~

~~1.7.2 — Suppliers should provide contacts for each of the respective responsibility levels.~~

## ~~1.8 — Dispute Resolution~~

~~A dispute commences on receipt of the SAR flow, based on the date the associated Supplier receives the initial flow. Suppliers have 70 Working Days to resolve the dispute regardless of whether the 70 Working Days fall outside twelve months of SSD.~~

## ~~2. — PROCEDURE~~

### ~~2.1 — Phase One — Determine Requirement~~

#### ~~2.1.1 — Agreement of CoS Meter Reading~~

- ~~(A) — An Old Supplier may attempt to agree a CoS Meter Reading where no actual or estimated CoS Meter Reading has been received from the CDSP 15 Working Days after SSD, and should take reasonable steps to initiate the process within 30 Working Days of SSD.~~
- ~~(B) — A New Supplier may attempt to agree a CoS Meter Reading where no actual or estimated CoS Meter Reading has been received from the CDSP 17 Working Days after SSD, and should take reasonable steps to initiate the process within 30 Working Days of SSD.~~

#### ~~2.1.2 — Dispute of CoS Meter Reading~~

- ~~(A) — A Supplier may raise a dispute itself or at the request of a Customer.~~
- ~~(B) — A Supplier should take reasonable steps to raise a dispute within 5 Working Days of recognising that the CoS Meter Reading should be disputed pursuant to Section 1.2.~~

~~(C) — Where the Customer is disputing the CoS Meter Reading used on either or both of its final or initial accounts, the Supplier(s) should endeavour to reach an agreement with the Customer without invoking this disputes process.~~

~~(D) — The Supplier contacted by the Customer, or wishing to raise a dispute itself, (in either case, the Initiating Supplier) should consider the specific circumstances as detailed below:~~

~~2.1.2.D.1 — Where the difference between the Supplier's view of consumption and that derived from the initial CoS Meter Reading is 1200 kWh or less, the Supplier shall not dispute the CoS Meter Reading unless the Customer specifically requests a new CoS Meter Reading but should attempt to resolve the dispute with an accommodation e.g. cash allowance to the Customer, thus retaining the initial Meter Reading used for the CoS Meter Reading. No further action is then required.~~

~~2.1.2.D.2 — Where the Customer is unwilling to accept an accommodation, or the difference between the Supplier's view of consumption and that derived from the CoS Meter Reading is more than 1200 kWh, then the Initiating Supplier should initiate a dispute.~~

## ~~2.2 — Phase Two — Initiate Process~~

~~2.2.1 — The Initiating Supplier shall send an Initial Request to the Associated Supplier as determined by Phase 1, in order to;~~

~~(A) — agree a CoS Meter Reading where no actual or estimated CoS Meter Reading has been received from the CDSP; or~~

~~(B) — agree an alternative CoS Meter Reading if the CoS Meter Reading provided should be disputed.~~

~~2.2.2 — The Initiating Supplier shall send the Initial Request to the Associated Supplier. The flow shall optionally include those Meter Readings to be agreed or disputed and provide a proposed CoS Meter Reading for each absent or disputed Meter Reading. The identity of the Associated Supplier may be determined from the Transfer of Ownership File or from information provided by the Customer, or from the CDSP via their Shipper. However, the Customer is not obliged to provide information pertaining to the identity of either their New Supplier or Old Supplier.~~

## ~~2.3 — Phase Three — Contact between involved parties to agree CoS Meter Reading~~

~~2.3.1 — If, during either the CoS Meter Reading or the Resolution of Disputed CoS Meter Readings process, either Supplier does not receive a timely response to a communication they should follow the Escalation Process outlined in Appendix 3 (Escalation Summary).~~

~~2.3.2 — The Associated Supplier shall use reasonable endeavours to respond to the Initial Request within 5 Working Days of receipt. If a response is not received to the Initial Request the Initiating Supplier should escalate the problem to the 1<sup>st</sup> point of escalation as defined in Appendix 3 (Escalation Summary).~~

- ~~2.3.3 If a response is still not received 10 Working Days after the Initial Request the Initiating Supplier should escalate the problem to the 2nd point of escalation as defined in Appendix 3 (Escalation Summary).~~
- ~~2.3.4 If a response is still not received 15\* Working Days after the Initial Request the Initiating Supplier should escalate the problem to the final point of escalation as defined in Appendix 3 (Escalation Summary).~~
- ~~\* Note: Where the New Supplier is obtaining an Actual Reading or a Meter Asset Manager query has been raised, resolution of the original SAR request may take longer than 15 Working Days to resolve.~~
- ~~2.3.5 When responding to the Initial Request, the Associated Supplier should consider the specific circumstances as detailed below:~~
- ~~(A) Where the difference between the Associated Supplier's view of consumption and that derived from the Initiating Suppliers proposed CoS Meter Reading is 1200 kWh or less, the Associated Supplier shall attempt to resolve the dispute by accepting the proposed Meter Reading unless they specifically hold a Customer Own Read or Actual Reading taken during the Meter Reading Window. No further action is then required.~~
- ~~(B) Where the Associated Supplier holds a valid Customer Own Read or Actual Reading, or the difference between the Associated Supplier's view of consumption and that derived from the Initiating Suppliers proposed Meter Reading is more than 1200 kWh then the Associated Supplier shall respond with an alternative CoS Meter Reading.~~
- ~~2.3.6 Where the two Suppliers are able to agree a CoS Meter Reading, the Initiating Supplier shall go to Phase 4 of this procedure.~~
- ~~2.3.7 If the Associated Supplier does not agree with the proposed CoS Meter Reading, it may propose an alternative. If the Initiating Supplier does not agree with this subsequent proposal, it shall contact the Associated Supplier by telephone to agree a CoS Meter Reading or determine that another Meter Reading needs to be obtained (as per Appendix 1, step 3 and 4). This will avoid flows being passed back and forwards without resolution. To facilitate the resolution of telephone agreed CoS Meter Readings, Suppliers must offer an effective telephone enquiry service to other Suppliers between the hours of 9am to 12pm and 1pm to 5pm, UK time, on all Working Days. This is a minimum service provision, and does not prevent Suppliers from offering a telephone enquiry service at other times as well.~~
- ~~2.3.8 Where the Initiating Supplier, Associated Supplier and Customer cannot agree a mutually acceptable Meter Reading for the CoS Meter Reading, or no alternative CoS Meter Reading is available, the New Supplier shall ask the Customer to provide a Customer Own Reading (if not already done so) or instruct their Meter Reading Agent to obtain an Actual Reading.~~
- ~~2.3.9 The request to the Meter Reading Agent shall contain explicit instructions detailing that the Meter Reading is required to settle a CoS Meter Reading dispute.~~
- ~~2.3.10 It is recommended that the New Supplier makes an appointment for the Meter Reading Agent with the Customer and these appointment details should be included in the request, unless the New Supplier and the Meter Reading Agent have made alternative contractual~~

arrangements. The New Supplier shall use reasonable endeavours to ensure that the Meter Reading Agent obtains and returns a Meter Reading within 10 Working Days of request.

#### ~~2.4 — Phase Four — Submission of Agreed CoS Meter Reading~~

~~2.4.1 — The New Supplier (regardless of which Supplier initiated the process) will send the agreed CoS Meter Reading to the CDSP, via their Shipper, via the U01 (Unbundled Meter Reading (\*UMR) flow defined in the UK Link Manual.~~

~~2.4.2 — If the CDSP is satisfied that the Meter Reading is correct, they shall enter the Meter Reading into their systems.~~

~~2.4.3 — Where the Meter Reading fails validation and the CDSP is not satisfied that the Meter Reading is correct the CDSP shall inform the New Supplier, via their Shipper, in order that the New Supplier can review the Meter Reading. The New Supplier can attempt to agree another Meter Reading with the Old Supplier and Customer and submit it to the CDSP via their Shipper, as described in Phase 3. Where the Suppliers and Customer cannot agree, the New Supplier will need to obtain an Actual Reading. The New Supplier shall request a site visit to obtain an Actual Reading. The request must detail that the Meter Reading is required to settle a CoS Meter Reading dispute.~~

~~2.4.4 — Once obtained, the Actual Reading can be used by the Suppliers to agree a CoS Meter Reading between Suppliers and Customer.~~

~~2.4.5 — In the event that the Suppliers and Customer are satisfied with the SAR but the CDSP remains unsatisfied, the Suppliers will use the agreed Meter Reading regardless and the CDSP does not need to enter the Meter Reading into their systems.~~

#### ~~2.5 — Phase Five — Entry of Agreed Meter Reading to CDSP System~~

~~If the CDSP is satisfied that the Meter Reading provided is correct they shall enter the replacement CoS Meter Reading into the Gas Transporter Database.~~

#### ~~2.6 — Phase Six — Closure~~

~~2.6.1 — It is expected that Suppliers will normally enter the agreed CoS Meter Reading to their billing systems to reconcile Customers' accounts.~~

~~2.6.2 — The process will not be closed until the following criteria have been met:~~

~~(A) — both the New Supplier and Old Supplier have 'opened' and 'finalised' the Customer's account details on the same CoS Meter Reading (or agreed otherwise); and~~

~~(B) — where appropriate, the Customer has received amended opening and/or final accounts.~~

~~2.6.3 — If the CoS Meter Reading was disputed, where the Old Supplier presents the Customer with an amended final account based on the agreed replacement CoS Meter Reading, it is recommended that the Old Supplier provides an explanation of how the CoS Meter Reading has been determined to avoid the Customer querying the Meter Reading again.~~

#### ~~2.7 — Replacement of Meter Readings to Allow Acceptance of SAR~~

~~2.7.1—Where the CDSP notifies the New Supplier that a replacement CoS Meter Reading is prevented from loading in the Gas Transporter Database due to Meter Reading validation (including where the previous Meter Reading(s) prevents this replacement Meter Reading loading) replacement of such erroneous Meter Readings (to enable the acceptance of an agreed replacement CoS Meter Reading by the CDSP) should be resolved by bilateral agreement between Suppliers.~~

~~2.7.2—Suppliers shall provide the Secretariat with a nominated contact point for resolving issues in accordance with paragraph 2.7.1.~~

### ~~3.—FLOW~~

#### ~~3.1—Communication~~

~~3.1.1—All data flows, initiations and responses sent between Suppliers under this Schedule shall, be structured and communicated in accordance with the Supplier Data Flow Catalogue.~~

~~3.1.2—The transfer mechanism for the exchange of the SAR flow is the Data Transfer Network (DTN). For DTN encoding rules, principle of transfer relationship, validation and file naming structure refer to the User File Design Specification.~~

## ~~APPENDIX 1 – PROCESS DIAGRAMS~~

~~All the following terms are as defined in the Supplier Data Flow Catalogue.~~

### ~~1.—Communication Process~~

~~1.1—The transfer mechanism for the exchange of the SAR flow is the DTN. The process diagrams, set out below, describe the communication processes that are expected to be used within Phase 3 to seek agreement to a replacement/new CoS Meter Reading and are included for guidance.~~

~~1.2—Negotiation and agreement of the replacement/new CoS Meter Reading is achieved by means of the ‘Proposed Read’ field and ‘Status/Response’ field (SAR). Although a status code may be syntactically correct, there must also be a logical progression throughout the communications between Suppliers.~~

### ~~2.—Status Code P – Proposed (see also Status Code P – Rejected)~~

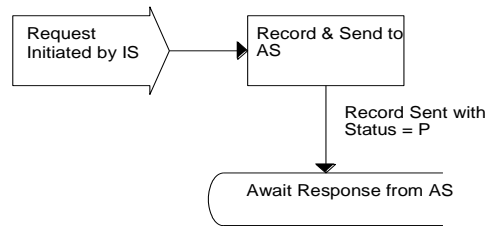
~~2.1—This code can be used by the Initiating Supplier in the Initial Request for the following scenarios:~~

~~2.1.1—Where there is no actual or estimated CoS Meter Reading available. In this circumstance, the ‘Proposed Read’ field must be populated with a value of 0 (a single zero).~~

~~2.1.2—Where a dispute over the initial CoS Meter Reading has just been raised, and the Initiating Supplier wishes for the Meter Reading in the ‘Proposed Read’ field to replace the CoS Meter Reading they have been sent by the CDSP, shown in the ‘Read’ field.~~

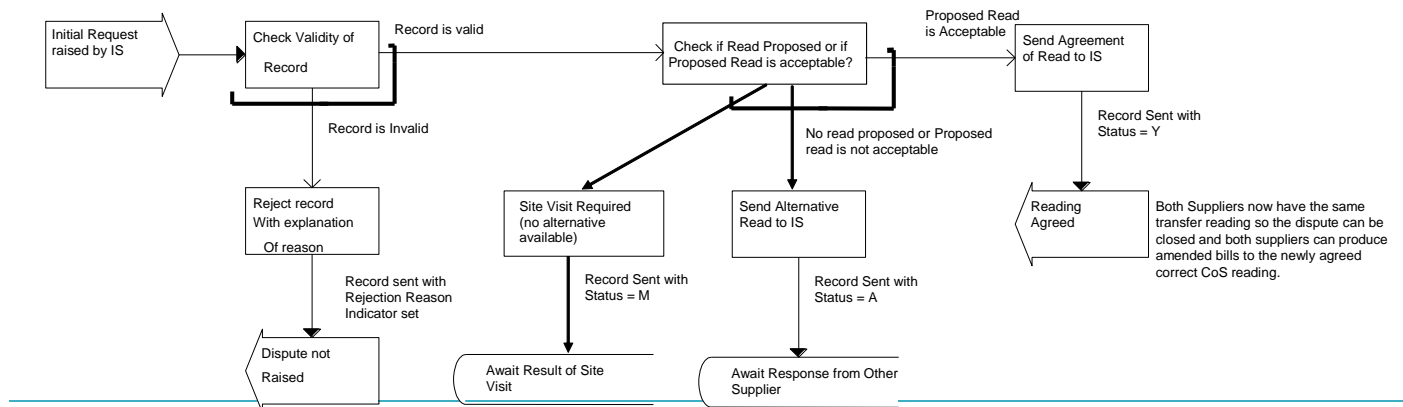
~~2.2—Once the Initial Request has been sent to the Associated Supplier, the Initiating Supplier will await a response. (See figure 1)~~

**Figure 1—Initiation of a Proposed Read**



- 2.3 — Once initiated the Associated Supplier will receive this proposal and make a decision on how they will respond based on the value in the ‘Proposed Read’ field.
- 2.4 — The Associated Supplier has five possibilities these are:
- 2.4.1 — **Negotiate:** the Associated Supplier feels they have a more suitable CoS Meter Reading (see Status Code A – Alternative)
  - 2.4.2 — **Accept:** the Associated Supplier agrees with the ‘Proposed Read’ (see Status Code Y – Agreed). Please note that this code shall not be used when the Initiating Supplier has populated the ‘Proposed Read’ field with a value of 0 (a single 0) as this indicates that there is no actual or estimated CoS Meter Reading available.
  - 2.4.3 — **Request Read:** the ‘Proposed Read’ is invalid and an Actual Reading should be obtained (see Status Code M)
  - 2.4.4 — **Reject:** the details contained within the record are incomplete or invalid (see Status Code P (Rejected)) and ‘Rejection Reason Indicator’ field is also updated with the relevant rejection code.
  - 2.4.5 — **Raise Meter Asset Manager Query:** the New Supplier can only use this where there is a mismatch between the details held by the New Supplier and Old Supplier and the CDSP or Meter Asset Manager. The New Supplier will request the Meter Asset Manager to validate the site details across the period relevant to the disputed CoS Meter Reading to ensure all parties have consistent records. (see Status Code C)
- 2.5 — The Associated Supplier must provide one of these 5 responses for every new or replacement CoS Meter Reading included in an Initial Request received from the Initiating Supplier (see figure 2). Without a response the Initiating Supplier cannot take any further action, and will count any disputed CoS Meter Readings as outstanding with the Associated Supplier in their statistical reporting to the Authority. Further delays could result in the Associated Supplier receiving follow up messages from the Initiating Supplier.

**Figure 2 — Responding to a Proposed Read**



### 3. — Status Code A — Alternative

3.1 — This code can be used by the Associated Supplier in the response to the Initial Request. It indicates that the Associated Supplier considers that the Meter Reading they have provided in the ‘Proposed Read’ field is a more suitable new or replacement CoS Meter Reading than the Meter Reading that the Initiating Supplier suggested in the Initial Request (which will now be shown as the ‘Transporter Read’).

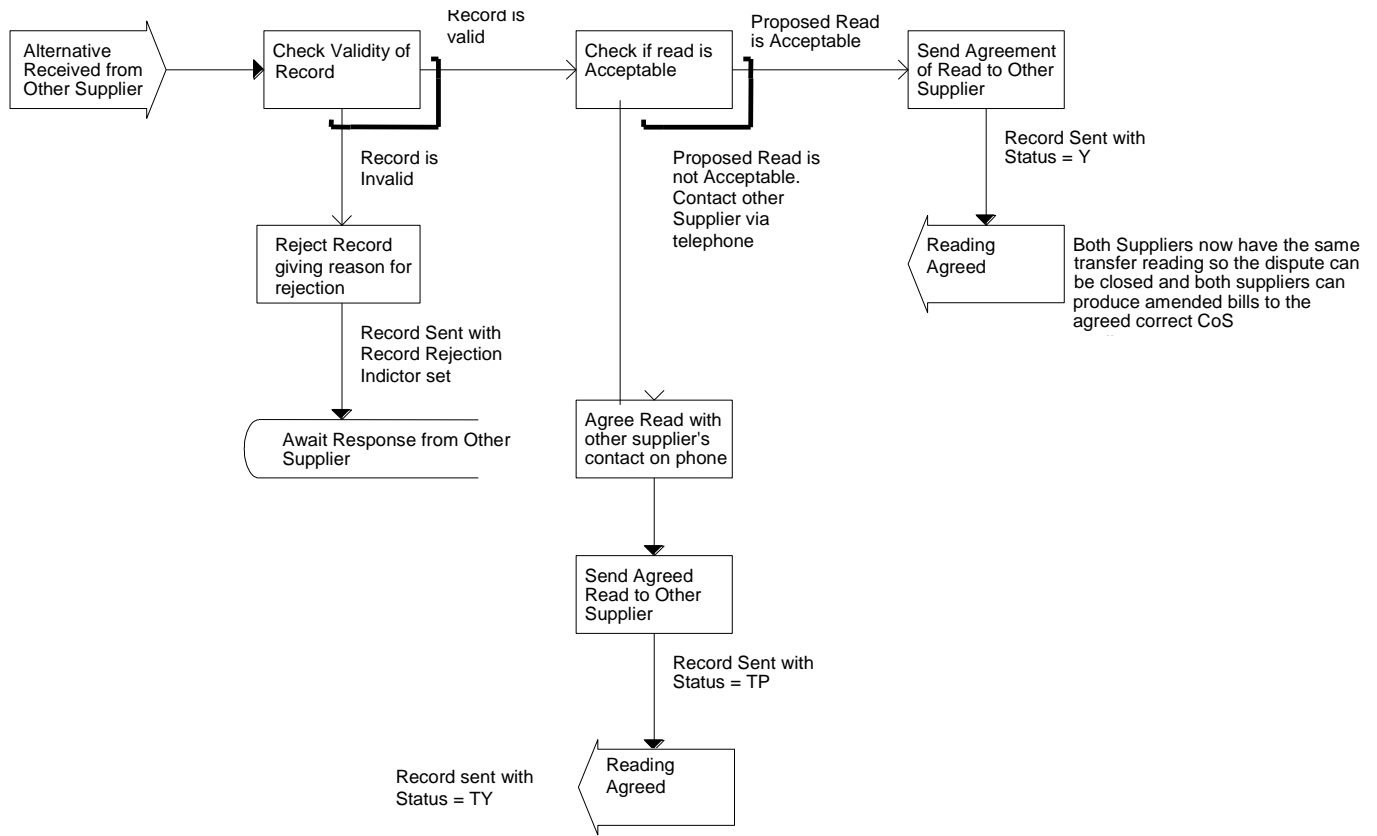
3.2 — On receipt of this code the Initiating Supplier has 3 options:

3.2.1 — **Negotiate:** The Initiating Supplier must contact the Associated Supplier by telephone to resolve the dispute (see Status Code TP — Telephone Proposed and Status Code TY — Telephone Agreed)

3.2.2 — **Accept:** the Initiating Supplier agrees with the ‘Proposed Read’ (see Status Code Y — Agreed)

3.2.3 — **Request Read:** the ‘Proposed Read’ is invalid and an Actual Reading should be obtained (see Status Code M)

**Figure 3—Responding to an alternative Meter Reading**



#### 4. Status Code TP—Telephone Proposed and Status Code TY—Telephone Agreed

4.1 Where telephone communication is necessary, the Initiating Supplier will contact the Associated Supplier by phone to verbally agree a replacement CoS Meter Reading. The Meter Reading is then sent on the SAR flow, by the Initiating Supplier, using a Status/Response value of “TP” (Telephone Proposed). (See figure 3) In all instances where the Associated Supplier agrees that Meter Reading, the Associated Supplier returns the SAR flow using a Status/Response value of “TY” (Telephone Agreed). (See figure 4)

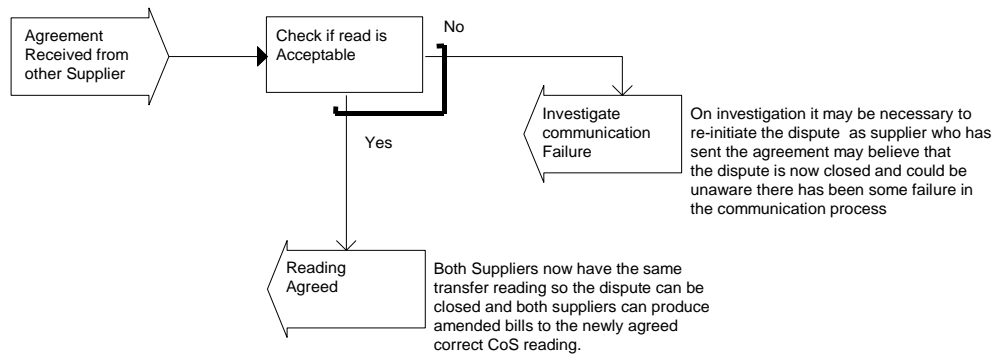
4.2 The Associated Supplier may reject the ‘TY’ Meter Reading if the ‘TP’ Meter Reading received is different from that what was agreed via the telephone.

#### 5. Status Code Y—Agreed

5.1 These codes can be used in the second and any subsequent communication by either the Initiating Supplier or the Associated Supplier. They indicate that the Supplier accepts the new or replacement CoS Meter Reading provided by the other Supplier Status code TY should only be used in response to a status code of TP. In all other instances status code Y should be used. (See figure 4).



**Figure 4 — Validation and closure of Agreed CoS Meter Reading**



~~5.2 — **IMPORTANT:** Before closing the dispute the Supplier should ensure that the Meter Reading to which the other Supplier has agreed, is the Meter Reading to which agreement was requested in the previous communication. Without this validation, there may be cases where Suppliers close to different Meter Readings causing problems with billing / metering, confusion to Customers and damage to the reputation of the CoS process. If the Meter Reading that has been agreed is not the Meter Reading to which agreement was requested in the last communication then, there must be an investigation into the security and robustness of communications between both Suppliers.~~

~~6. — **Status Code M — Meter Reading proposed is unacceptable. New Supplier is obtaining a further Meter Reading.**~~

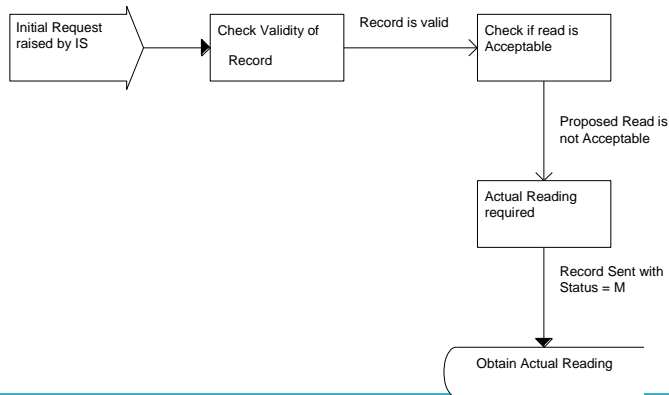
~~6.1 — This code can be used in the second and any subsequent communication by either the Initiating Supplier or the Associated Supplier. It shall only be used where the Initiating Supplier, Associated Supplier and Customer either cannot agree a mutually acceptable Meter Reading or where no alternative Meter Reading is available yet a party believes the ‘Proposed Read’ to be incorrect.~~

~~6.2 — If sent by the New Supplier, the code indicates that the New Supplier is obtaining an Actual Reading and requires 20 Working Days extension before the Old Supplier sends a follow up.~~

~~6.3 — If sent by the Old Supplier, the code indicates that the New Supplier should obtain an Actual Reading and again, a 20 Working Day extension will apply.~~

~~6.4 — Once the New Supplier has obtained an Actual Reading, they shall contact the Old Supplier by telephone to verbally agree the CoS Meter Reading (see Status Code TP — Telephone Proposed and Status Code TY — Telephone Agreed).~~

**Figure 5—Proposed Read rejected, Actual Reading required.**



## 7. Status Code P – Rejected

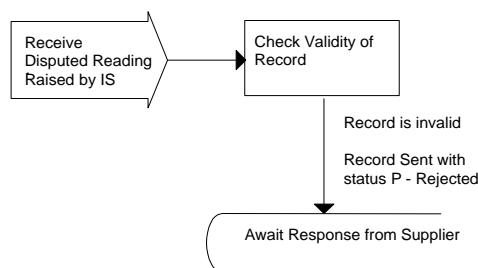
7.1 This code can be used in the second and any subsequent communication by either the Initiating Supplier or the Associated Supplier. It indicates that details contained within the record are incomplete or invalid and that these must be resolved before the record can be processed successfully. The Supplier should return the record unchanged apart from the ‘Rejection Reason’ indicator, which should be populated with the relevant rejection indicating what the problem is. A list of valid rejection codes is contained in the Supplier Data Flow Catalogue.

7.2 When rejecting using code 01—unspecified error, the ‘Additional Comments’ field should always be populated. When rejecting using other rejection codes, the ‘Additional Information’ field should be populated as required.

7.3 Please note that a rejection should only occur where the data contained within the record is incomplete or invalid in accordance with the Supplier Data Flow Catalogue. It is not appropriate for Suppliers to reject a record on the basis that they don’t agree with the ‘Proposed Read’. Where a Supplier doesn’t agree with a Meter Reading they should refer to the process detailed in Section 3 rather than rejecting the record. For example, failure to provide “backup reads” is not an appropriate rejection reason.

7.4 Where the Initiating Supplier has raised an initial request as a result of a missing Meter Reading, the Associated Supplier may reject this if they have received a CoS Meter Reading from the CDSP. The CoS Meter Reading should be included in the ‘Comments’ field of the SAR response to the Initiating Supplier.

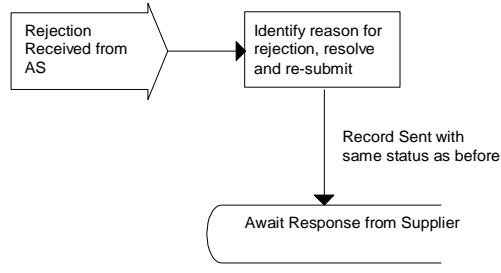
**Figure 6—handling record rejections**



## 8. Handling Record Rejections

On receipt of a rejection the Supplier shall identify the cause of the problem, resolve, and re-submit the record with its original status code and information intact (where this was not the cause of the rejection) (see figure 7)

**Figure 7—Rejecting records**



## **9. Status Code C—MAM Query Raised by New Supplier**

9.1 This is only to be used by the New Supplier when they are the Associated Supplier. The record initially sent contains inconsistent site details and there is doubt over the validity of the site details provided to the New Supplier by the CDSP or Meter Asset Manager when the New Supplier registered the site. The New Supplier has therefore questioned the validity of the site details with the Meter Asset Manager. The New Supplier requires 20 Working Days extension before the Initiating Supplier sends a follow up.

9.2 Once the New Supplier has resolved the query, they should contact the Old Supplier by telephone to verbally agree the CoS Meter Reading (see Status Code TP—Telephone Proposed and Status Code TY—Telephone Agreed).

## APPENDIX 2 RECOMMENDED PHASE TIMINGS

Action	Phase	Timing
Send Initial Request	Phases 1(i) & 2—Determine Requirement and Raise	From 15 Working Days of SSD and with reasonable endeavours within 30 Working Days of SSD.
	Phases 1(ii) & 2—Determine Requirement and Raise	Within 5 Working Days of determining requirement.
Respond to Initial Request	Phase 3—Contact between involved parties to agree replacement CoS Meter Reading	Associated Supplier to respond within 5 Working Days of Initial Request.
Dealing with the Associated Suppliers Response	Phase 3—Contact between involved parties to agree replacement CoS Meter Reading	Where appropriate, Initiating Supplier to respond within 5 Working Days
Obtain and return actual reading	Phase 3—Contact between involved parties to agree replacement CoS Meter Reading	Within 10 Working Days of request
Amending initial CoS Meter Reading	Phase 4—Amending the initial CoS Meter Reading	ASAP
Obtain and return actual reading	Phase 4—Amending the initial CoS Meter Reading	Within 10 Working Days of request
Replacement Meter Reading by CDSF	Phase 5—Withdrawing the initial CoS Meter Reading and replace with the agreed replacement CoS Meter Reading. Replacement of erroneous Meter Reading(s) preventing the loading of the agreed replacement CoS Meter Reading and notification to the New Supplier	Within 5 Working Days of receipt of valid Meter Reading  Bilateral agreement between Suppliers
Closure	Phase 6	Within 5 Working Days

## APPENDIX 3 ESCALATION SUMMARY

### 1. Escalation Process

The table below summarises the escalation procedure that shall be taken when resolving any issues with missing and disputed CoS Meter Readings. All timings referred to in this table are in Working Days. The escalation procedure shall be followed by both the Initiating Supplier and Associated Supplier in the event that a response is not received within the timescales detailed below.

Process	Timescale (Working Days)	Responsibility Level of Contact(s)
Raise Request	Day 0	Operational Staff
First escalation	Day +5	Supervisor/Manager of Operational Staff
Second escalation	Day +10	Senior Manager responsible for SAR process
Final escalation	Day +15	Contract Manager

\* Contract Manager shall ensure a response to the final follow up escalation is sent within 10 Working Days of receipt of final follow up.

#### 1. Example 1:

1.1 Initiation is sent at Day 0

1.2 No response is received by Day + 5

1.3 Initiating Supplier would escalate at Day + 5 to the Supervisor/Manager of Operational Staff as they have received no response from the Associated Supplier

1.4 If no response received by Day + 10 then the Initiating Supplier would escalate to the Senior Manager responsible for SAR process

1.5 No response by Day + 15 then the Initiating Supplier would escalate to the Contract Manager

#### 2. Example 2:

2.1 Initiation is sent at Day 0

2.2 The Associated Supplier responds with an alternative CoS Meter Reading at Day + 5

2.3 The Associated Supplier does not receive a response to their alternative CoS Meter Reading

2.4 Associated Supplier escalates at Day + 10 (D5+5) by escalating to the Supervisor/Manager of Operational Staff as they have received no response from the Initiating Supplier

2.5 If no response received by Day + 15 (D5+10) then the Associated Supplier would escalate to the Senior Manager responsible for SAR process

2.6 No response by Day + 20 (D5+15), Associated Supplier would escalate to the Contract Manager

**3. Example 3:**

3.1 Initiation is sent at Day 0

3.2 The Associated Supplier responds with an alternative Meter Reading at Day +4

3.3 The Initiating Supplier contacts the Associated Supplier by telephone and a CoS Meter Reading is agreed.

3.4 The Initiating Supplier sends a Telephone Proposed Reading at Day +13

3.5 The Initiating Supplier does not receive a response to their Telephone Proposed Reading

3.6 Initiating Supplier escalates at Day +18 (D13+5) by escalating to the Supervisor/Manager of Operational Staff as they have received no response from the Associated Supplier

3.7 If no response received by Day +23 (D13+10) then the Associated Supplier would escalate to the Senior Manager responsible for SAR process.

3.8 No response by Day +28 (D13+15), Associated Supplier would escalate to the SPAA Contract Manager.

A full list of Supplier nominated escalation contacts can be found on the website [www.spaa.co.uk](http://www.spaa.co.uk)

**2. Escalation Summary**

It is anticipated that first and second escalations will be made by phone or email. Final follow ups should be made by email.

Emailed escalations should be sent as a standard format, using the template below. The subject header should state:

“URGENT – Response to missing Meter Readings or disputed Meter Readings on Change of Supplier (SAR) overdue – LLLL escalation – NNNN OOOO”

Where LLLL is the escalation level (First/Second/Final), NNN is the New Supplier Short Code and OOO is the Old Supplier Short Code. For example, the Subject would state:

<b>MPRN</b>	<b>New Supplier Supply Start Date (SSD)</b>	<b>Initial SAR sent (ddmmyyy)</b>	<b>Additional Comments</b>
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## SCHEDULE 20

### Supply Point Administration Agreement

#### ~~The Procedure for Domestic Supplier to Supplier use of the “Notification of Old Supplier Information” Flow during Registration Not Used~~

This Schedule is no longer in use due to the implementation of the Switching Significant Code Review.

~~Version:~~ 4.7

~~Status:~~

<del>Domestic Suppliers</del>	<del>Mandatory</del>
<del>I&amp;C Suppliers</del>	<del>N/A</del>
<del>Large Transporters</del>	<del>N/A</del>
<del>Small Transporters</del>	<del>N/A</del>

~~Effective Date:~~ 02 November 2018

**Change History:**

<b>Version Number</b>	<b>Status</b>	<b>Date of Issue</b>	<b>Reason for Change</b>
1.0	For Review	20 <sup>th</sup> December 2004	First Review
1.1	For Review	11 <sup>th</sup> February 2005	Review during SPAA CoSEG 19/01/05 and 04/02/05
2.0	Final	3 <sup>rd</sup> March 2005	Inclusion of comments following review by SPAA CoS EG
2.1	For Review	24 <sup>th</sup> March 2005	Inclusion of comments following review by SPAA CoS EG
3.0	Final	1 <sup>st</sup> April 2005	Inclusion of comments following review by SPAA CoS EG
3.1	Final	12 <sup>th</sup> May, 2005	Inclusion of comments following review by SPAA CoS EG
3.2	Draft For Review	5 <sup>th</sup> September, 2005	Updated to include clarifications for Gas NOSI service
3.3	Draft For Final Review	27 <sup>th</sup> September, 2005	Updated following SPAA CoS Expert Group meeting
4.0	Final	14 <sup>th</sup> October, 2005	Updated following final comments
4.1	Final	27 February 2008	Updated to include CP 08/116
4.2	Final	4 <sup>th</sup> November 2011	Updated to reflect CP 11/195
4.3	Final	28 <sup>th</sup> June 2013	Updated to reflect CP 13/236
4.4	Final	7 <sup>th</sup> November 2014	Updated to reflect CP 14/267
4.5	Final	01 April 2016	Updated to reflect CP 15/296
4.6	Final	29 June 2018	Updated to reflect CP 17/418
4.7	Final	02 November 2018	Updated to reflect SCP 426



## **1. INTRODUCTION**

### **1.1 Purpose**

- 1.1.1 The Network Codes outline the circumstances in which a New Supplier, via their Shipper, becomes registered to a Supply Point. The New Supplier will then begin to appoint Metering Agents and will start to build the billing record for that Customer. This billing record will be based upon data received from the Customer, CDSP and the Metering Agents.
- 1.1.2 The billing record of the Old Supplier will also have been based upon information held by the CDSP and Metering Agents, though during the time that the Customer was registered with the Old Supplier, the views of the Old Supplier, Metering Agents and the CDSP may have drifted out of alignment.
- 1.1.3 Work carried out by the 'Customer Transfer Programme' has identified that a number of Customer complaints are as a result of discrepancies between the information that the New Supplier and the Old Supplier use to bill the Customer.
- 1.1.4 This procedure describes the introduction of a mandated Old Supplier to New Supplier flow (Notification of Old Supplier Information) which will:
  - (A) primarily enable the New Supplier to identify discrepancies between CDSP and Old Supplier views and to therefore proactively manage these to improve the Customer experience;
  - (B) allow the New Supplier to build a billing record where data is not received in a timely manner from the CDSP; and
  - (C) provide a Meter Reading to the New Supplier so that, if an Actual Reading cannot be obtained, an estimated Meter Reading can be sent to the CDSP (subject to the information being available).

### **1.2 Scope**

The scope of this Mandatory Schedule is limited to Change of Supplier (CoS) events occurring for Domestic Premises in the gas market in England, Wales and Scotland.

### **1.3 Status of the Procedure**

The procedure should be used in conjunction with the Notification of Old Supplier Information (NOSI) file format set out in the Supplier Data Flow Catalogue.

### **1.4 Conditions Precedent**

A NOSI flow should only be sent where the Old Supplier:

- 1.4.1 believes that the Supply Point is for a Domestic Premises; and
- 1.4.2 has had confirmation from the CDSP that they are losing the site; and
- 1.4.3 has the identity of the New Supplier.

## **2. PROCEDURE**

### **2.1 Old Supplier to Send Flow**

The Old Supplier will send a NOSI flow to the New Supplier, containing the data items identified in the Supplier Data Flow Catalogue and used in the Old Supplier's billing processes. Due to the time-critical nature of the value of the information contained within the flow the Old Supplier must send the flow by D+1 Working Day (WD).

### **2.2 New Supplier Non Receipt of Flow**

If on or after D+3 the New Supplier has not received the flow, the New Supplier may choose to contact the Old Supplier in all cases where the site fits the Gas Suppliers Licence definition of "Domestic Premises" and the above conditions precedent are met.

### **2.3 New Supplier Receives Flow**

2.3.1 Due to the time-critical nature of the value of the information contained within the flow, there are no defined acknowledgement or rejection processes.

2.3.2 However, if the flow received is invalid, the New Supplier may choose to contact the Old Supplier in all cases where the site fits the Licence Condition definition of "Domestic Premises" and the Conditions Precedent are met.

## **3. FLOW**

### **3.1 Communication**

3.1.1 All data flows, initiations and responses sent between Suppliers under this Schedule shall, be structured and communicated in accordance with the Supplier Data Flow Catalogue.

3.1.2 The transfer mechanism for the exchange of the NOSI flow is the Data Transfer Network (DTN). For DTN encoding rules, principle of transfer relationship, validation and file naming structure refer to the User File Design Specification.

## SCHEDULE 21

### Supply Point Administration Agreement

~~The Procedure for Supplier Submission of an Early Reading (POS) or Old Supplier Estimated Reading (OSER) during Supply Point Registration~~Not Used

This Schedule is no longer in use due to the implementation of the Switching Significant Code Review.

~~Version:~~ 2.2

~~Status:~~

<del>Domestic Suppliers</del>	<del>Voluntary</del>
<del>I&amp;C Suppliers</del>	<del>N/A</del>
<del>Large Transporters</del>	<del>N/A</del>
<del>Small Transporters</del>	<del>N/A</del>

~~Effective Date:~~ 29 June 2018

**Change History:**

<b>Version Number</b>	<b>Status</b>	<b>Date of Issue</b>	<b>Reason for Change</b>
<del>1.0</del>	<del>For Review</del>	<del>20<sup>th</sup> December 2004</del>	<del>First Review</del>
<del>1.1</del>	<del>For Review</del>	<del>11<sup>th</sup> February 2005</del>	<del>Review during SPAA CoSEG 19/01/05 and 04/02/05</del>
<del>2.0</del>	<del>Final</del>	<del>3<sup>rd</sup> March 2005</del>	<del>Inclusion of comments following review by SPAA CoS EG</del>
<del>2.1</del>	<del>Final</del>	<del>4<sup>th</sup> November 2011</del>	<del>Updated to reflect CP 11/195</del>
<del>2.2</del>	<del>Final</del>	<del>29 June 2018</del>	<del>Updated to reflect CP 17/418</del>

## **1. INTRODUCTION**

### **1.1 Purpose**

1.1.1 During the Change of Supplier process, the New Supplier is required to provide a Meter Reading within a defined window via their Shipper to the CDSP in accordance with Network Code requirements. Where the CDSP accepts that read, this results in the CDSP sending both the Old and New Supplier notification of the read to use for Change of Supplier billing. If the New Supplier is unable to obtain and provide an actual Meter Reading or the CDSP rejects the Meter Reading provided, then the CDSP may issue an estimated CoS Meter Reading.

1.1.2 Work carried out by the Customer Transfer Programme industry project has identified an increased number of opportunities for Suppliers to obtain Meter Readings during the Change of Supplier Process. This procedure describes the process that a New Supplier can follow if it has not been successful in obtaining an actual Meter Reading within the Meter Reading Window.

### **1.2 Scope**

The scope of Schedule is limited to Change of Supplier events occurring for Domestic Premises in England, Wales and Scotland.

### **1.3 Conditions precedent**

This procedure should only be invoked where:

1.3.1 A Change of Supplier has occurred;

1.3.2 An actual Meter Reading has not been obtained within the Meter Reading Window;

1.3.3 At least 5, but no more than 7, Working Days have passed since the Date of Transfer (SSD); and

1.3.4 Where using a POS read:

(A) The CDSP produces estimated Change of Supplier Meter Readings; and

(B) The site is a Smaller Supply Point.

## **2. GUIDANCE FOR SUBMISSION OF READS TO THE CDSP AT CHANGE OF SUPPLIER**

Suppliers should submit a Meter Reading based upon the following rules of precedence:

2.1 A Customer Read obtained prior to SSD (when this reading is outside the  $\pm 5$  days Meter Reading Window). This reading should be identified as an "Early Reading (POS)" and captured as a "Customer Read".

2.2.1.1 An Old Supplier Estimated CoS Reading (as provided in the "Notification of Old Supplier Information" Flow). This reading should be identified as an "Opening Meter Reading" and captured as an "Estimate".

**SCHEDULE 22**

**Supply Point Administration Agreement**

**SPAA METERING SCHEDULE**

**Version :** [2-3\[TBC\]](#)

**Status :**

Domestic Suppliers	Mandatory
I&C Suppliers (other than I&C TRAS Suppliers)	Mandatory
I&C TRAS Suppliers	Elective
Large Transporters	Mandatory
Small Transporters	Mandatory

**Effective Date :** [02-November-2018\[TBC<sup>1</sup>\]](#)

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<sup>1</sup> [To be implemented at CSS Go Live as part of Switching Significant Code Review](#)

## 1. INTRODUCTION

- 1.1 This SPAA Metering Schedule shall be regarded as a Mandatory Schedule for Domestic Suppliers and Industrial and Commercial Suppliers (other than I&C TRAS Suppliers). This SPAA Metering Schedule shall be regarded as an Elective Schedule for I&C TRAS Suppliers.
- 1.2 Sections 3 & 6 of this SPAA Metering Schedule shall be regarded as a Mandatory Schedule for Large and Small Transporters.
- 1.3 This SPAA Metering Schedule represents the obligations placed on Parties to operate in accordance with the RGMA Baseline document.
- 1.4 Section 3.6 details that this Schedule is still applicable where the RGMA Baseline Processes are not used, and that Parties should consider this where references are made within the Schedule to RGMA Baseline Processes.

## 2. GENERAL SUPPLIER OBLIGATIONS WITH REGARD TO THE RGMA BASELINE

- 2.1 In the event a Supplier's Agent fails to comply with any of the requirements listed in this Schedule, the Supplier shall ensure their Agent rectifies the said failure.

## 3. GENERAL OBLIGATIONS WITH REGARD TO RGMA BASELINE PROCESSES AND RGMA BASELINE TRANSACTIONS

- 3.1 Whilst engaging in a RGMA Baseline Process, where a Supplier uses any of the RGMA Baseline Transactions to provide electronic files to its Agent, the Supplier shall ensure that the requirements stated in Section 3.43.4 are met.
- 3.2 Whilst engaging in a RGMA Baseline Process, where the CDSP uses any of the RGMA Baseline Transactions to provide electronic files to Shippers on behalf of the Gas Transporter, the Gas Transporter shall ensure that the requirements stated in Section 3.43.4 are met.
- 3.3 Whilst engaging in a RGMA Baseline Process, where a Supplier appoints an Agent to act on its behalf, the Supplier shall ensure that the Agent uses the appropriate RGMA Baseline Transaction to provide electronic files to other Suppliers' Agents, to MAPs or to the CDSP. Suppliers shall also ensure that their Agents comply with the requirements stated in Section 3.43.4.
- 3.4 The requirements referred to in Sections 3.13.1, 3.23.2 and 3.33.3 above are that:
  - 3.4.1 the structure of any electronic file containing a RGMA Baseline Transaction shall conform with Section 2.3 of the RGMA Baseline document;
  - 3.4.2 a RGMA Baseline Transaction will include Data Groups which conform with the sequence described in Section 2.11 of the RGMA Baseline document;
  - 3.4.3 any electronic file containing a RGMA Baseline Transaction shall include a header and trailer conforming with Section 2.12 of the RGMA Baseline document;
  - 3.4.4 the characters and delimiters used within an electronic file containing a RGMA Baseline Transaction will conform with the RGMA Baseline document;
  - 3.4.5 each RGMA Baseline Transaction within a file shall include all Data Groups defined as being mandatory and/or mandatory by virtue of a conditional rule as stated in the description of that RGMA Baseline Transaction in the Online RGMA Data Flow Catalogue;

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- 3.4.6 each Data Group within a RGMA Baseline Transaction shall include all Data Items defined as being mandatory and/or mandatory by virtue of a conditional rule as stated in the description of that Data Group included in the description of the relevant RGMA Baseline Transaction in the Online RGMA Data Flow Catalogue;
- 3.4.7 all Data Items and their values used within a RGMA Baseline Transaction shall comply with the description and format of the Data Items defined in the Online RGMA Data Flow Catalogue; and
- 3.4.8 all Data Items used within a RGMA Baseline Transaction which constitute Market Domain Data shall have a valid value.
- 3.5 Notwithstanding Section ~~3.13.1~~, Suppliers are not obligated to use RGMA Baseline Transactions when sending data to their Agents and their Agents are not obligated to use RGMA Baseline Transactions when sending data to their Supplier whilst undertaking RGMA Baseline Processes. Nor shall a Supplier or their Agent be obligated to exchange data between themselves by way of electronic files. This shall not absolve or detract a Supplier from its obligations to comply with Section ~~3.33.3~~.
- 3.6 Where non-RGMA baseline transfers of information are carried out in accordance with Section 3.5, references to RGMA Baseline Transactions in Section 4 and 5 of this Schedule shall be taken as referring to any equivalent flow that performs the same function as described by an RGMA Baseline Transaction.

#### **4. SUPPLIERS OBLIGATIONS TO ENSURE EFFICIENT OPERATION OF THE RGMA BASELINE PROCESSES**

##### **4.1 MAM Updates**

- 4.1.1 Except where the Consumer is the Gas Act Owner, Suppliers shall ensure that they appoint a MAM to act as their Agent in providing Meter Related Services for the entire period during which they supply gas to a Meter installed at a Supply Meter Point.
- 4.1.2 Where the Supplier is required to appoint a MAM, the Supplier shall issue appointment requests to their MAM(s) within a timescale sufficient to ensure that they have a MAM appointed by the Supply Point Registration Date.

##### **4.2 Metering Updates**

- 4.2.1 Following a ~~Change of Supplier~~Switch or a change of MAM<sup>2</sup>, the Supplier shall notify the CDSP (via their Shipper) of the appointed MAM no later than 2 Working Days of the MAM Effective From Date.
- 4.2.2 In the event a Supplier receives a valid ONJOB transaction from its MAM notifying it of an Asset Installation, Asset Removal or Asset Exchange at a Supply Meter Point, or in the event a Supplier receives a valid ONUPD transaction from its MAM notifying it of a change to the Meter details recorded at a Supply Meter Point, it shall pass such relevant notification to the CDSP (via its Shipper) within 6 Working Days of the work carried out.
- 4.2.3 Asset Installation, Asset Removal and Asset Exchange as referred to in Section 3 of the RGMA Baseline document, shall be deemed to consist of actions undertaken by Suppliers and their MAM(s) in the sequence and manner described within the process steps.

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<sup>2</sup> The changes highlighted in yellow are proposed by CP17/399.



- 4.3 Wherever possible, Suppliers should seek to avoid installation or exchange of a new Meter at a Supply Meter Point if it has been agreed between the Old Supplier and New Supplier that the change of gas supply that took place was erroneous.

## 5. MAMS' OBLIGATIONS TO ENSURE EFFICIENT OPERATION OF THE RGMA BASELINE PROCESSES

- 5.1 Suppliers must ensure that when they appoint a MAM to provide Meter Related Services, the MAM is bound to comply with the requirements of Sections [5.25.2](#), [5.35.3](#), [5.45.4](#) and 5.5.
- 5.2 In the event the Meter installed at a Supply Meter Point is not intended to be replaced during the course of a [Change of Supplier Switch](#) at a Supply Meter Point, a MAM must be able to accept and act upon a valid ORDET or RNDDET transaction sent to them by another MAM by way of an electronic file.
- 5.3 In the event the Meter installed at a Supply Meter Point is not intended to be replaced during the course of a [Change of Supplier Switch](#) at a Supply Meter Point, a MAM must be able to send ONDET and/or RRDET transactions to another MAM by way of an electronic file.
- 5.4 In the event a MAM receives a valid ORDET transaction from another MAM during the course of a [Change of Supplier Switch](#) at a Supply Meter Point, the MAM shall send an ONDET transaction to the other MAM within 2 Working Days of receipt of the ORDET.
- 5.4A In the event a MAM receives a valid ONAGE de-appointment transaction from the Supplier during the course of a change of MAM at a Supply Meter Point, the MAM shall send an unsolicited ONDET transaction to the new MAM within 2 Working Days of receipt of the ONAGE.
- 5.5 In the event of an installation of a Meter, the MAM shall send an ONUPD transaction to the MAP (where the MAM and MAP are different entities) within 2 Working Days of the event.
- 5.5A In the event of an exchange or removal of a Meter, the MAM shall send an ONUPD transaction to the MAP (where the MAM and MAP are different entities) within 2 Working Days of the event, unless there is a concurrent change of MAM, in which case Section 5.5B will apply.
- 5.5B In the event a MAM receives a valid ONAGE appointment transaction from the Supplier during the course of a change of MAM, the new MAM shall send an ONUPD transaction to the MAP (where the MAM and MAP are different entities) within 2 Working Days of receipt of the associated ONDET transaction from the old MAM.
- 5.5C In the event a MAM receives a valid ONAGE de-appointment transaction from the Supplier during the course of a change of MAM or [Change of Supplier Switch](#) at a Supply Meter Point, the MAM shall send an ONUPD transaction to the MAP (where the MAM and MAP are different entities) within 2 Working Days of receipt of the ONAGE.
- 5.6 MAMs may exchange data, equivalent to that defined as being mandatory within an ORDET, ONDET, RRDET and/or RNDDET without using electronic files, by mutual agreement.
- 5.7 A [Change of Supplier Switch](#) at a Supply Meter Point, as referred to in Sections [5.25.2](#), [5.35.3](#), [5.45.4](#) and 5.5, shall be deemed to consist of actions undertaken by Suppliers and their MAM(s) in the sequence and manner described within Sections 3.6 and 3.7 of the RGMA Baseline document.

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## **6. GENERAL OBLIGATIONS REGARDING DATA QUALITY AND DATA VALIDATION UNDER THE RGMA BASELINE**

- 6.1 Where Suppliers receive RGMA Baseline Transactions from their Agents whilst undertaking RGMA Baseline Processes they shall ensure that invalid and/or inaccurate information, which prevents the relevant RGMA Baseline Process being undertaken, is identified promptly and communicated back to the Agent.
- 6.2 In the event Suppliers, Agents or the CDSP validate RGMA Baseline Transactions they receive by way of electronic files, they will be required to identify exceptions within the RGMA Baseline Transaction using the response codes set out in Section 5.2 of the RGMA Baseline document and as per the rejection codes in the UK Link Manual.
- 6.2A Suppliers, Agents and the CDSP shall monitor flow rejections received in accordance with Section 6.2, and either resend the information in valid RGMA Baseline Transactions, or follow the exception process set out in the relevant sections of the RGMA Baseline document.
- 6.3 Where the GT, MAM or Supplier is the owner of a Data Item, it is responsible for ensuring it holds valid and accurate information in relation to that Data Item. To the extent it becomes aware that information in relation to that Data Item is invalid or inaccurate, it shall send valid and accurate information to other parties as provided for in the RGMA Baseline Processes as soon as reasonably practicable.
- 6.4 Where the GT, MAM or Supplier is made aware of valid changes to information relating to Data Items for which it is not the owner, it shall update its records accordingly and send this updated information to other parties as provided for in the RGMA Baseline Processes as soon as reasonably practicable.
- 6.5 In the event the GT, MAM or Supplier has reasonable grounds for assuming the information referred to in Section [6.46.4](#) to be inaccurate, it shall notify the owner of this.
- 6.6 Valid information in relation to Data Items and/or Data Groups as referred to in this Section 6 is that information which complies with:
- 6.6.1 the Online RGMA Data Flow Catalogue; and
  - 6.6.2 the Market Domain Data descriptions (if applicable).
- 6.7 Information that does not comply with Section 6.6 shall be classified as invalid information.
- 6.8 Information in relation to Data Items and/or Data Groups as referred to in this Section 6 is accurate information if it reflects the reality of the situation, and is inaccurate information if it does not reflect the reality of the situation.
- 6.9 Suppliers must ensure that Agents appointed to act on their behalf shall comply with the requirements stated in Sections [6.26.2](#), 6.2A, 6.3, 6.4 and 6.5.

## **7. CENTRALISED REPORTING OBLIGATIONS**

- 7.1 To illustrate Supplier performance against Section 4.2 of this Schedule, each calendar month the CDSP will provide reports on ONJOB<sup>3</sup>, ONUPD and K08 transactions to the SPAA Secretariat, as described below. The reports will be provided by the 10th Working Day of the month for all transactions completed in the previous calendar month in a format agreed by the SPAA EC..

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<sup>3</sup> JOB, UPD and K08 transactions are specified in the UK Link Manual

## 7.2 Monthly Reports on ONJOB Transactions

7.2.1 The CDSP shall compile reports on a monthly basis in relation to each individual Supplier. The reports will be provided in accordance with section 7.1.

7.2.2 The CDSP shall report on the total count of ONJOB transactions received within a calendar month, plus the percentage of accepted and rejected ONJOB transactions per Supplier.

7.2.3 According to the requirements set out in Section 7 the CDSP shall compile and submit to the Secretariat for all Suppliers (via a mechanism agreed by the SPAA EC) no later than the 10th Working Day following the month being reported on.

## 7.3 Reports on ONUPD Transactions

7.3.1 The CDSP shall compile reports on a monthly basis in relation to each individual Supplier. The reports will be provided in accordance with section 7.1.

7.3.2 The CDSP shall report on the total count of ONUPD received within a calendar month, plus the percentage of accepted and rejected ONUPD transactions per Supplier.

## 7.4 Reports on K08 Transactions

7.4.1 The CDSP will compile reports on a monthly basis in relation to each individual Supplier. The reports will be provided in accordance with section 7.1.

7.4.2 received within a calendar month , plus the percentage of accepted and rejected ONUPD transactions per Supplier.

7.4.3 Of the accepted K08 transactions, the CDSP will report on the total count of K08 transactions included within Of the accepted K08 transactions, the CDSP will 2 Working Days of the MAM Effective From Date.

7.5 SPAA will publish the monthly CDSP reports upon receipt as part of the closed meeting pack for the SPAA Expert Group.

## 7.6 MAM Reconciliation Activity

7.5.1 Suppliers shall ensure that all appointed MAMs participate in an annual asset portfolio reconciliation activity. MAMs shall provide the following Meter details for each Supply Meter Point where a Meter asset is installed, to the CDSP within 15 Working Days following the agreed extract date in 7.6:

- Meter Point Reference Number
- Registered Supplier
- Meter Serial Number
- Asset Effective from Date
- MAM Effective from Date
- Post Code
- Meter manufacturer
- Extract date
- Meter Model

- 7.7 The MAM shall take a snapshot of the data items listed in 7.5 on the 1<sup>st</sup> April each year. The extract data will be provided by MAMs to the CDSP in a format agreed by the SPAA EC via password protected email. The CDSP will report to the Secretariat 60 working days from the 15 working days post 1<sup>st</sup> April.
- 7.8 The CDSP shall perform a comparison between the MAM provided dataset and the Supply Point registration data held by the CDSP.
- 7.9 The CDSP shall report to the Secretariat within 60 Working Days of the submission deadline window in 7.6; the number and type of discrepancies in relation to each Supplier in a format agreed by the SPAA EC.
- 7.10 CDSP can provide low level discrepancy outputs upon request following the completion of the MAM Reconciliation activity.

## **8. OBLIGATIONS IN RELATION TO GAS FIRST SMART INSTALLATIONS**

- 8.1 Any Supplier who wishes to de-energise and re-energise an electricity supply in order to install, remove or maintain a smart meter communications hub, must have already either become a signatory to the DCUSA or put in place appropriate arrangements with the relevant DCUSA parties.

**SCHEDULE 29**

**Supply Point Administration Agreement**

**Technical Glossary**

**Version :** [TBC2-0]

**Status :**

Domestic Suppliers	N/A
I&C Suppliers	N/A
Large Transporters	N/A
Small Transporters	N/A

**Effective Date :** [TBC<sup>1</sup>02 November 2018]

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<sup>1</sup> To be implemented at CSS Go Live as part of Switching Significant Code Review

1.1 Technical Glossary:

<del>“Actual Meter Reading”</del>	<del>means a Meter Reading obtained by inspection by a Meter Reader, a Meter Reading received from a Smart Metering System or remote Meter reading equipment;</del>
“Agent”	means either a Shipper or a MAM;
“Agreement Completion Date”	means the <del>D</del> ate this Agreement was entered into;
<del>“Alternative Reading”</del>	<del>means a Meter Reading which is different to the original proposed reading;</del>
“Annual Quantity” or “AQ”	has the meaning given to the expression 'Annual Quantity' in the Uniform Network Code;
“Articles”	means the Articles of Association of SPAA Ltd set out in Annex 4 of -Schedule 4, as the same may be amended from time to time;
<del>“Associated Supplier”</del>	<del>means the Supplier who is required to respond to a request or dispute in relation to a Change of Supply;</del>
<del>“Backstop Date”</del>	<del>For the purposes of Schedule 25, the Backstop Date is the date at which an Unallocated Transaction becomes an Unallocatable Transaction.</del>  <del>For the purposes of the process to be run in 2018, the Backstop Date shall be 30th June 2014. This Backstop Date will automatically roll forward annually on the 30th June by one year. i.e. on the 30th June each year the Backstop date will be exactly 4 years previous. Unless the SPAA EC notifies the PPMIP, the CDSP and the Suppliers of an alternative Backstop Date which is to be used.</del>
<del>“Batch Identifier”</del>	<del>means a code to indicate what sort of file is being sent and the unique number of the file as defined in the Biscuit Data Catalogue;</del>
“Breach”	means any instance of non-compliance by a Party with any of its obligations under the SPAA;
“Breach Committee”	means a Committee created by the SPAA Executive to deal with any suspected Breach or suspected Event of Default;

<b>“Breach Panel”</b>	means the pool of EC Members or their Alternates who are elected or nominated from its members, who shall constitute a panel from whose membership a Breach Committee may be formed;
<del>“Calorific Value” or “CV”</del>	<del>means the amount of energy released when a known volume of gas is completely combusted under specified conditions;</del>
<del>“Change of Supplier” or “CoS”</del>	<del>means the process by which the Supplier Registered as responsible for the supply of gas to a Supply Point changes from one Supplier to another Supplier;</del>
<del>“Change of Tenancy”</del>	<del>means where the existing owner/occupier moves out of a Premises and a new owner/occupier moves into the Premises;</del>
<del>“Closed Cash Report”</del>	<del>means a report which identifies instances where a Supplier has submitted a PP09 but no PP01 has been received by the PPMIP resulting in an Unallocated Transaction (in a reasonable format determined by the PPMIP).</del>
<del>“Co-operative Objections”</del>	<del>means where the Objection Deadline has not expired and the New Supplier has agreed that their Supply Point Confirmation was an Erroneous Transfer;</del>
<del>“Co-operative Objections Process”</del>	<del>means the process to enable resolution of an Erroneous Transfer identified before the Objection Deadline has expired;</del>
<del>“Complex Debt”</del>	<del>has the meaning set out in Appendix B of Schedule 9;</del>
<del>“Complex Debt Indicator”</del>	<del>means the field within the G0307 file which should be populated as appropriate by the Associated Supplier to indicate if a debt is deemed complex or not;</del>
<b>“Conditional”</b>	means, in relation to data requirements, that the data item must be provided if known but may be left unpopulated if not known;
<b>“Confirmation”</b>	has the meaning given to that term in the Uniform Network Code;
<del>“Confirming Supplier”</del>	<del>means a Supplier who is gaining responsibility for the Supply Point on a Change of Supplier;</del>
<b>“Converter”</b>	means an electronic device, installed in the Meter enclosure for sites with large gas consumption. The corrector’s function is to correct the <del>M</del> meter <del>R</del> readings for temperature and pressure;
<del>“Credit Meter”</del>	<del>means a Meter which is not a Prepayment Meter;</del>
<del>“Crossed Meter”</del>	<del>means when Meter records for two or more Premises get mixed up resulting in inaccurate bills being issued to the Consumers concerned;</del>

<b><u>“CSS Provider”</u></b>	<u>has the meaning given in the Retail Energy Code;</u>
<b>“Customer”</b>	means a person supplied or entitled to be supplied with gas by a Supplier;
<b><del>“Customer Specific Message” or “CSM”</del></b>	<del>means an instruction sent from a PPMIP, on behalf of a Supplier either by the Prepayment Device or via the NSP networks, to a specified Consumer;</del>
<b><del>“Customer Own Reading” or “COR”</del></b>	<del>means a Meter Reading provided by a Consumer;</del>
<b><del>“Customer Requested Objections” or “CRO”</del></b>	<del>means an Objection raised by the Old Supplier at the request of a Consumer where that Consumer has stated that they have not entered into a contract to transfer to another Supplier;</del>
<b><del>“Customer Requested Objections Process”</del></b>	<del>means a process to enable the resolution of objections raised by the Old Supplier at the request of a Consumer where the Consumer has stated that they have not entered into a contract to transfer to another Supplier;</del>
<b>“Data Enquiry Service” or “DES”</b>	means an online service providing Supply Point information;
<b>“DES Non-Domestic Customer Population”</b>	means all Non-Domestic Customers with more than 1 Meter Point that they own or occupy. For the purpose of this service, a Non-Domestic Customer will be defined as one who occupies at least one site above the 73,200 kWh per annum threshold;
<b>“Data Transfer Network” or “DTN”</b>	means the Data Transfer Network which is a national network used to provide the Data Transfer Service (DTS) which enables electricity and gas data to be exchanged between Market Participants in a structured and secure way;
<b><del>“Date of Supply”</del></b>	<del>means a specific date within a period for which a Supplier is responsible for a Supply Point (as recorded in the Gas Transportation Database);</del>
<b><del>“Date of Transfer”</del></b>	<del>means the date which a supplier assumes responsibility for a site. This date must be recognised by the Gas Transporter;</del>
<b><del>“Debt Assignment”</del></b>	<del>has the meaning given to that term in Section 1.2 of Schedule 9;</del>
<b><del>“De-commission”</del></b>	<del>means the removal of regional and Consumer specific data from a Prepayment Meter. Once de-commissioned, the electronics of the Meter are left in a state that does not allow the flow of gas. This mode is known as ‘standby’;</del>



<b>“Defaulting Party”</b>	means a Party who has been found to be in Breach;
<b>“Determination”</b>	means the final decision of the Breach Committee as detailed in Section 8 of Schedule 26;
<b>“Directors”</b>	means the directors of SPAA Ltd for the time being and from time to time;
<b>“Domestic Premises”</b>	has the meaning as given to that term in the Gas Suppliers Licence;
<b>“Domestic Supply Point”</b>	means a Supply Point for a Domestic Premises;
<del><b>“Dual Fuel Customer”</b></del>	<del>means a Consumer who has contracted with one Supplier to take responsibility for supplying both gas and electricity;</del>
<del><b>“Dual Initiation”</b></del>	<del>means an instance in which the Erroneous Transfer Procedure is initiated by two Suppliers in respect of the same Change of Supplier event;</del>
<del><b>“Emergency Credit Status”</b></del>	<del>means the level of emergency credit remaining on a Prepayment Meter;</del>
<del><b>“ETCC”</b></del>	<del>means the Erroneous Transfer Customer Charter (ETCC) Published by Ofgem, and the Consumers’ Representative;</del>
<del><b>“Earliest Resubmission Date”</b></del>	<del>has the meaning as given to that term in Section 2.6.2 of Schedule 9;</del>
<del><b>“Early (point of sale) Reading” or “POS Reading”</b></del>	<del>means a Customer Own Reading provided before the opening of the Meter Reading Window, for example at the point of sale;</del>
<del><b>“Electronic File”</b></del>	<del>means an Electronic File containing digitized audio/video, graphic, or text information arranged in a coded form (and a specific file format) dictated by the program that created it. It can be read or used only by the same (or a compatible) program, and is distinct from a program file (which contains executable code);</del>
<del><b>“Erroneous Transfer” or “ET”</b></del>	<del>means an erroneous transfer whereby a Supply Point’s Registration has been transferred to a Supplier without that Supplier having a valid gas supply contract for that Supply Point;</del>
<del><b>“Erroneous Transfer Procedure”</b></del>	<del>means the actions Suppliers are required to undertake as per Schedule 10 to resolve an Erroneous Transfer;</del>
<del><b>“Erroneous Transfers Handling Manager”</b></del>	<del>means the nominated single point of contact within a Supplier organisation that is responsible for all matters relating to Erroneous Transfer resolution;</del>

<b>“Escalation Contact”</b>	means a designated point of contact that will respond to queries that have met the escalation criteria outlined in the appropriate Schedule process;
<del>“Estimated Total Debt Outstanding”</del>	<del>means the debt figure provided within the G0307 and G0309 files, that is an estimate of the current outstanding debt, as opposed to an estimate of the debt that would be outstanding should the Supply Point Registration complete;</del>
<del>“Factored Total Payment”</del>	<del>means the amount due to be paid by the Initiating Supplier in respect of the assigned debt, taking account of any factoring that has been applied</del>
<b>“Gaining Supplier”</b>	means the Supplier who gains supply of a Supply Point on a <u>Switch Change of Supplier</u> ;
<del>“Gap Cash Report”</del>	<del>means a report which identifies instances where a PP09 has been received to close an account and a PP01 has been received to open an account but the dates are not contiguous resulting in an Unallocated Transaction (in a reasonable format determined by the PPMIP).</del>
<b>“Gas Act Owner” or “GAO”</b>	has the meaning given to that term in the Uniform Network Code;
<del>“Gas Card Number”</del>	<del>means a number programmed into a Meter which allows the gas card to vend. It may be either legacy or national tariff billing data sets;</del>
<del>“Gas Debt Adjustment”</del>	<del>means an adjustment to a Meter’s settings via a new Prepayment Device or CSM to change the gas debt value;</del>
<del>“Gas Prepayment Expert Group” or “GPEG”</del>	<del>means a sub-committee established by the Executive Committee to manage matters relating to Prepayment Meters;</del>
<del>“Generic Installation Service Tool” or “GIST”</del>	<del>means the tool used to commission, de-commission ETM, E6V and Qsmart-ETM;</del>
<del>“Global Message”</del>	<del>means a Customer Specific Message sent to a Supplier’s entire portfolio of Supply Points for which it is Registered;</del>
<del>“Historical Supplier”</del>	<del>means any Supplier which is not the current or previous Registered Supplier for a Supply Point, but was the Registered Supplier before that;</del>
<b>“Impacted Parties”</b>	means any Parties potentially affected by a Breach or Event of Default

<del>“In-Home Vending Units”</del>	<del>means a key receptacle device and the associated Universal Serial Bus (USB) connection cable;</del>
<del>“Initial Customer Contact”</del>	<del>means the date a Consumer contacts either Supplier to initiate the Erroneous Transfer Procedure;</del>
<del>“Initial Request”</del>	<del>means the first file or request sent from the Initiating Supplier to the Associated Supplier as part of the Erroneous Transfer Procedure;</del>
<del>“Initiating Supplier”</del>	<del>means the Supplier who first raises a request or dispute with another Supplier in relation to a Change of Supplier;</del>
<del>“Local Distribution Zone or “LDZ”</del>	<del>has the meaning given in the Uniform Network Code Transportation Principal Document.</del>
<del>“Losing Supplier”</del>	<del>means the Supplier who loses supply of a Supply Point on a Change of Supplier;</del>
<b>“Mandatory”</b>	means, in respect of data requirements, that the data item must be populated in every instance that the data flow is sent;
<b>“Market Participant”</b>	means any organisation that participates in the gas market;
<b>Market Domain Data</b>	means the central repository of reference data used by Suppliers, Supplier Agents and Gas Transporters in the retail gas market;
<del>“Market Share Report”</del>	<del>means, in respect of each refreshed Backstop Date, a report for Schedule 25 to provide the percentage market share (to two decimal places) of each Supplier in respect of Pre-Payment Meters and the period between the refreshed Backstop Date and the previous Backstop Date (which will ordinarily be the 12 months before the refreshed Backstop Date); in a reasonable format jointly approved by the CDSP and the SPAA EC.</del>
<del>“Market Share Methodology”</del>	<del>means the jointly approved SPAA EC and CDSP document which describes the methodology for creating the Market Share Report for Schedule 25. This document will outline how the number of Pre-Payment Meters, and Supplier market shares in respect of such Pre-Payment Meters, are calculated.</del>
<b>“MDD Administrator”</b>	means the individual person within a SPAA party holding overall responsibility for the maintenance of that parties Market Domain Data;

<b>“MDD Change Request”</b>	means a request from, or sponsored by, a SPAA party to amend the data contained within Market Domain Data, made in accordance with Schedule 18;
<b>“MDD Change Pack”</b>	means the monthly release of MDD Change Requests;
<b>“MDD Change Appeal”</b>	means an appeal raised in accordance with the appeals process in Schedule 18;
<b>“MDD Release”</b>	means the scheduled release of approved MDD Change Requests following their acceptance;
<b>“Meter”</b>	means a Meter for registering the quantity of gas supplied (and, where the context permits, including associated communications and other equipment);
<b>“Meter Asset Provider” or “MAP”</b>	means, in respect of a Meter (or any part of it), the legal owner of the asset who makes the asset available for use (usually by rental);
<del><b>“Meter Dump”</b></del>	<del>means the electronic exchange of data retrieved from a Meter;</del>
<b>“Meter Exchange”</b>	means the replacement of a Meter with the same or other suitable equipment;
<b>“Meter Point”</b>	means the point where a Meter is, or will be, connected to the Transporter's network;
<b>“Meter Point Reference Number” or “MPRN”</b>	has the meaning given to that term in the Gas Suppliers Licence;
<del><b>“Meter Reading”</b></del>	<del>has the meaning given to that term in the Uniform Network Code;</del>
<del><b>“Meter Reading Agent” or “MRA”</b></del>	<del>means agents employed by the Supplier to read their Consumer's Meters and transmit the reads back to the Shipper/Supplier;</del>
<del><b>“Meter Reading Window”</b></del>	<del>means the period of time in which a valid Meter Reading can be provided;</del>
<b>“Meter Related Services”</b>	means all services reasonably undertaken by a MAM in the process of completing their duties;
<b>“Meter Serial Number” or “MSN”</b>	means the reference number that identifies the Meter at a Meter Point;
<b>“Metering Agent”</b>	means a Meter Asset Manager, a Meter Reading Agent or an Approved Meter Installer;
<del><b>“Misdirected Payments”</b></del>	<del>means a Consumer payment that is directed to the wrong Supplier;</del>

<del>“Missing Read”</del>	<del>means a required Meter Reading that has not been received during the Change of Supplier process;</del>
<del>“Network Service Provider” or “NSP”</del>	<del>means any appointed body that provides a network of PoS Units that will enable a Prepayment Device to be charged with credit to purchase gas and collect CSM’s and Regional Data;</del>
<b>“New Supplier”</b>	means the Supplier gaining (or which is to gain) responsibility for the supply of gas to a Supply Point upon completion of a <u>Switch</u> <del>Change of Supplier</del> ;
<b>“Non-Domestic Customer Population”</b>	means all Non-Domestic Customers with one or more Meter Points that they own or occupy. For the purpose of this definition, a Non-Domestic Customer will be defined as one who holds a supply agreement with a Supplier that is not a domestic supply contract;
<del>“Notice of Objection”</del>	<del>means the communication sent by the Initiating Supplier to the CDSP when in receipt of notice of a Supply Point confirmation request to retain Registration for a particular Supply Point;</del>
<del>“Notification of Old Supplier Information Flow” or “NOSI Flow”</del>	<del>means a Supplier to Supplier flow containing Old Supplier billing information, as further described in Schedule 20;</del>
<del>“Objection”</del>	<del>means the process by which the Old Supplier can object to the transfer and block it;</del>
<del>“Objection Deadline”</del>	<del>has the meaning given to that term in the Uniform Network Code;</del>
<del>“Objection Raising Period”</del>	<del>has the meaning given to that term in the Uniform Network Code;</del>
<del>“Objection Window”</del>	<del>means the period in which an Objection can be raised;</del>
<b>“Old Supplier”</b>	means the Supplier that was previously (or which is to cease to be) responsible for supplying gas to a Supply Point upon completion of a <u>Switch</u> <del>Change of Supplier</del> ;
<del>“Old Supplier Estimated CoS Reading” or “OSER”</del>	<del>means the estimated CoS Meter Reading produced by the Old Supplier and transferred on the NOSI Flow;</del>
<b>“Online RGMA Data Flow Catalogue”</b>	means the 'RGMA Data Flow Catalogue' published from time to time at <a href="http://www.spaa.co.uk">www.spaa.co.uk</a> . The Online RGMA Data Flow Catalogue can only be varied in accordance with the change process applying to the rest of the RGMA Baseline document;

<b>“Operational Contact”</b>	means a designated person or that will deal with operational queries related to SPAA Schedule Process;
<b>“Optional”</b>	means, in respect of data requirements, that the data item can be populated or not populated at the sender's option;
<b>“Outlet”</b>	<del>means a premise or location where a PoS Unit is installed;</del>
<b>“Outlet List”</b>	<del>means a list of the nearest outlets that a Consumer can top up a Prepayment Meter based on Meter location postcode;</del>
<b>“Outlet Id”</b>	<del>means the identification or reference number of a PoS Unit location;</del>
<b>“Point of Sale Unit” or “PoS Unit”</b>	<del>means a unit installed in a specific outlet that allows the charging of a Prepayment Device and the communication between the Supplier and the Prepayment Meter;</del>
<b>“Portfolio”</b>	<del>means a lists of MPRNs Registered to a Supplier;</del>
<b>“PPMIP”</b>	<del>means the Prepayment Meter Infrastructure Provider, who is the contracted service provider for prepayment services to support Prepayment Meters;</del>
<b>“PPMIP Customer Database”</b>	<del>means a database containing (amongst other things) the Consumer name, Meter location, postcode, Supplier Id, and Gas Card Number, which manages the Change of Supplier process, the allocation of Consumer transactions to the correct Supplier and the issuing of CSM via gas card or NSP network;</del>
<b>“Prepayment Device”</b>	<del>means a device issued to a Consumer who has or is due to have a Prepayment Meter installed in their property. The Prepayment Device allows the transfer of data and electronic credit between a PoS Unit and the Prepayment Meter;</del>
<b>“Prepayment Device Reference Number”</b>	<del>means the reference number held in the Consumer’s Meter and also recorded on PPMIP’s Customer Database and is used is to allocate transactions to be the appropriate Supplier;</del>
<b>“Prepayment Meter”</b>	<del>means a Meter which requires the Consumer to make advance payment before gas can be used. If the available credit is exhausted the supply of gas will be stopped by the Meter;</del>
<b>“Previous Supplier”</b>	<del>means the Registered Supplier immediately prior to the current Registered Supplier from time to time;</del>

<b>“Price Control”</b>	means the price control applied by the Authority to each LDZ Transporter, which specifies the maximum revenue the Transporter can recover in respect of specified activities during a defined period;
<b>“Proposed Reading”</b>	means either a suggested Meter Reading when a reading is missing, or a Meter Reading to replace the original CoS reading;
<b>“Quantum Gas Prepayment System”</b>	means the management system run by Siemens to maintain and control Quantum gas Prepayment Meters, including all transaction and data management;
<b>“Quantum Meter”</b>	means any Meter designed or adapted for use as part of the Quantum On-Line technology;
<b>“Quantum On-Line” or “QOL”</b>	means a service that enables a Supplier to interrogate the PPMIPs system regarding the receipt, processing and status of Consumer flows as well as transaction queries;
<b>“Re-commission”</b>	means the loading of Regional Data onto a Prepayment Meter when in standby mode. Once the information has been loaded, the Prepayment Meter is able to allow the flow of gas;
<b>“Rectification Plan”</b>	has the meaning defined in Section 9 of Schedule 26;
<b>“Regional Data”</b>	means a standard set of values within geographical boundaries;
<b>“Remote Refresh”</b>	means the mechanism which allows the memory of the GIST to be refreshed and the gas card to be wiped;
<b>“Remote Token Issue”</b>	means a service that enables a Supplier to instruct a Consumer to collect a pre-programmed Prepayment Device from a local vend location;
<b>“Rejection Code”</b>	means a code used to explain the reason for a rejection;
<b>“Response Code”</b>	means a data item sent to explain a response;]
<b>“Resolution of Duplicate (multiple) Meter Points”</b>	means the procedure for Resolving Duplicate (multiple) Meter Points, when more than one Supplier is involved;
<b>“Resubmission Window”</b>	has the meaning given to the term in Section 2.6.2 of Schedule 9;
<b>“Retiring Shareholder”</b>	defined by reference to a Shareholder ceasing to be a Party for any reason;
<b>“RET flow”</b>	means the data flow sent between Suppliers to facilitate the resolution of Erroneous Transfers;;

<p><b>“RGMA Baseline Process”</b></p>	<p>means any of the following processes: Asset Installation, Asset Removal, Asset Exchange, Change of Supplier with Change of MAM, Change of MAM with Transfer of Assets, Change of Meter Asset Manager with Asset Exchange, as described and depicted in the RGMA Baseline;</p>
<p><b>“RGMA Baseline Transaction”</b></p>	<p>means any of the following transaction formats: ORJOB – Request Metering Job, ONJOB – Notify Metering Job, , ONAGE – Notify Agent Change, ORDET – Request Metering Details, ONDET – Notify Metering Details, ONUPD – Notify Update Metering Details, RRJOB – Response Request Metering JOB, RNJOB – Response Notify Metering Job, , RNAGE – Response Notify Agent Change, RRDET – Response Request Metering Details, RNDET – Response Transfer of Metering Detail, RNUPD – Response Update, as described in the RGMA Baseline document;</p>
<p><b>“RGMA Baseline Transaction”</b></p>	<p>means any of the following transaction formats: ORJOB – Request Metering Job, ONJOB – Notify Metering Job, , ONAGE – Notify Agent Change, ORDET – Request Metering Details, ONDET – Notify Metering Details, ONUPD – Notify Update Metering Details, RRJOB – Response Request Metering JOB, RNJOB – Response Notify Metering Job, , RNAGE – Response Notify Agent Change, RRDET – Response Request Metering Details, RNDET – Response Transfer of Metering Detail, RNUPD – Response Update, as described in the RGMA Baseline document;</p>
<p><b>“SAR flow”</b></p>	<p><del>means the data flow sent between Suppliers to facilitate the agreement of the Meter Reading to be used at the point of a Change of Supplier;</del></p>
<p><b>“Share Certificate”</b></p>	<p>means a printed certificate issued by SPAA Ltd when a person is entered onto the register of members as the holder of shares in SPAA Ltd showing name and address of the holder and the number and type of shares held and is evidence of the registered person's title to the shares;</p>
<p><b>“Shareholders”</b></p>	<p>means the persons for the time being and from time to time registered as holders of Shares of the company;</p>
<p><b>“Shares”</b></p>	<p>means ordinary shares of £1 each in the ordinary share capital of SPAA Ltd and any shares issued in exchange therefore by way of conversion or reclassification and any shares representing or deriving from such shares as a result of any increase in or reorganisation or variation of the ordinary share capital of SPAA Ltd;</p>



<b>“Shipper”</b>	means the holder of a valid gas shipper’s licence under the Act;
<del>“Shipper Agreed Reading” or “SAR”</del>	<del>means a Meter Reading agreed between two Suppliers in the event that the CoS Meter Reading was missing or to replace the original CoS Meter Reading;</del>
<del>“Sites and Meters”</del>	<del>means an IT system managed by the LTA;</del>
<del>“Smaller Supply Point”</del>	<del>has the meaning given to that term in the Uniform Network Code;</del>
<del>“Smart Metering System Operator” or “SMSO”</del>	<del>has the meaning given to it in the SEC;</del>
<del>“Smart Metering System” or “SMS”</del>	<del>has the meaning given to it in the SEC;</del>
<b>“Smart Energy Code” or “SEC”</b>	means the document of that name, as was designated by the Secretary of State pursuant to Condition 22 (The Smart Energy Code) of the Smart Meter Communication Licence;
<b>“SPAA Contract Manager”</b>	means <del>the same as Contract Manager</del> a person appointed by each Party pursuant to Clause 15.1;
<b>“SPAA Ltd”</b>	means SPAA Limited (registered number 04365599);
<del>“SPAA Completion Date”</del>	<del>means the date of this Agreement;</del>
<b>“SPAA Products”</b>	means those items listed in Schedule 6;
<del>“SPAA Working Group”</del>	<del>means a sub-committee created by the SPAA Executive Committee;</del>
<del>“Special Delivery”</del>	<del>means an alternative to Royal Mail’s First Class postal service utilising a track and trace courier service to deliver a gas card, typically the following day;</del>
<del>“Supplier Data Flow Catalogue”</del>	<del>means the SPAA Product of that name, being an online catalogue published at <a href="http://www.spaa.co.uk">www.spaa.co.uk</a>, and which sets out the data item and data flow definitions for Supplier to Supplier transactions;</del>
<del>“Supplier Report”</del>	<del>means a report for Schedule 25 which lists the Suppliers who were contracted with the PPMIP during the period between the refreshed Backstop Date and the previous Backstop Date (which will ordinarily be the 12 months before the refreshed Backstop Date); in a reasonable format jointly agreed between the SPAA EC and the CDSP.</del>
<b>“Supply Meter Point”</b>	has the meaning given to that term in the Uniform Network Code;

<b>“Supply Meter Point Reference Number” or “SMPRN”</b>	has the meaning given to that term in the Uniform Network Code;
<b>“Supply Point”</b>	has the meaning given to that term in the Uniform Network Code;
<b>“Supply Point Address”</b>	means the address at which the Supply Point is Registered;
<del><b>“Supply Point Confirmation”</b></del>	<del>has the meaning given to that term in the Uniform Network Code;</del>
<del><b>“Supply Point Confirmation Request”</b></del>	<del>means the communication sent by the Initiating Supplier to the CDSP, requesting the transfer of the Registration of a Supply Point to itself;</del>
<del><b>“Supply Point Confirmation Cancellation”</b></del>	<del>has the meaning given to that term in the Uniform Network Code;</del>
<del><b>“Supply Point Objection”</b></del>	<del>has the meaning given to that term in the Uniform Network Code;</del>
<del><b>“Supply Point Registration”</b></del>	<del>has the meaning given to that term in the Uniform Network Code;</del>
<del><b>“Supply Point Registration Date”</b></del>	<del>has the meaning given to that term in the Uniform Network Code;</del>
<del><b>“Supply Point Transfer”</b></del>	<del>means a Supply Point that is either in the process of being transferred from one Supplier to another or has been transferred;</del>
<del><b>“Supply Point Withdrawal”</b></del>	<del>has the meaning given to that term in the Uniform Network Code;</del>
<del><b>“Supply Start Date” or “SSD”</b></del>	<del>means the date from which a Supplier is responsible for the gas supply to a Premises, as recorded in the Gas Transportation Database;</del>
<del><b>“Tariff Code”</b></del>	<del>means a code on the tariff pages within the Regional Data determined by the Supplier in order to direct how much a Consumer is charged for set units of gas, which is maintained by the PPMIP and issued to the NSP;</del>
<del><b>“Telephone Agreed Read”</b></del>	<del>means the process set out in Schedule 11;</del>
<del><b>“Telephone Proposed Reading”</b></del>	<del>means the process set out in Schedule 11;</del>
<b>“Switch”</b>	<u>has the meaning given in the Retail Energy Code;</u>

<del>“Transfer of Ownership”</del>	<del>means the moving of Registration of and responsibility for a Supply Point from one Supplier to another Supplier;]</del>
<del>“Transfer of Ownership File”</del>	<del>means the confirmation acceptance file sent by the CDSP;</del>
<del>“Transporter Estimated Opening Read”</del>	<del>means a Meter Reading estimated by the Transporter on a Change of Supplier event;</del>
<b>“Triangulation”</b>	means the pre-registration validation process of MPRN, site address and Meter Serial Number;
<b>"UK Link Manual"</b>	means the manual produced by the CDSP from time to time that describes the operation of the UK Link System;
<del>“Unallocatable Transaction”</del>	<del>means, in respect of each refreshed Backstop Date, an Unallocated Transaction which remains an Unallocated Transaction and which has a transaction date which occurred before such Backstop Date.</del>
<del>“Unallocatable Transaction Report”</del>	<del>means, in respect of each refreshed Backstop Date, a report which outlines all Unallocated Transactions from the Closed Cash Report and the Gap Cash Report which remain Unallocated Transactions and which have a transaction date which occurred before such Backstop Date (in a format approved by the SPAA EC).</del>
<del>“Unallocated Transaction”</del>	<del>means a Pre Payment Meter transaction for which the relevant Supplier cannot be identified by the PPMIP, as described in section 2.18.1 of Schedule 25.</del>
<del>“Unallocated Value”</del>	<del>means the value in pounds and pence due to each relevant Supplier in respect of the Unallocatable Transactions, as calculated using the Market Share Report and the Unallocatable Transaction Report for a Supplier listed in the Supplier Report.</del>
<del>“Unallocated Values Report”</del>	<del>means a report which lists all Suppliers Unallocated Values which totals the same as the Unallocatable Transactions Report.</del>
<del>“User File Design Specification”</del>	<del>means the document maintained by ElectraLink Ltd and published by ElectraLink Ltd setting out the encoding and validation rules for gas market flows to be sent via the Data Transfer Network;</del>
<del>“Virtual Private Network” or “VPN”</del>	<del>means a network that is constructed using the internet to connect private networks;</del>

<b>“Working Hours”</b>	means between 9am and 5pm each Working Day;
<b>“Withdrawal Notice”</b>	means the notification that the Old Supplier receives from the CDSP informing the Old Supplier that another supplier has attempted to register the Supply Point;
<b>“<del>Withdrawing Supplier</del>”</b>	<del>has the meaning given to that term in the Uniform Network Code;</del>

## SCHEDULE 30

### Supply Point Administration Agreement

#### ~~The Procedure For Resolution Of Duplicate Meter Points (RDM) For The Same Gas Supply~~ ~~Not Used~~

This Schedule is no longer in use due to the implementation of the Switching Significant Code Review.

~~Version:~~ 1.4

~~Status:~~

<del>Domestic Suppliers</del>	<del>Mandatory</del>
<del>I&amp;C Suppliers</del>	<del>Elective</del>
<del>Large Transporters</del>	<del>N/A</del>
<del>Small Transporters</del>	<del>N/A</del>

~~Effective Date:~~ 29 June 2018

**Change History:**

<b>Version Number</b>	<b>Status</b>	<b>Date of Issue</b>	<b>Reason for Change</b>
1.0	Final	25 February 2011	Implementation of CP 10/185
1.1	Final	4 <sup>th</sup> November 2011	Updated to reflect CP 10/190 and 11/195
1.2	Final	29 <sup>th</sup> June 2012	Updated to reflect CP 12/206
1.3	Final	7 <sup>th</sup> November 2014	Updated to reflect CP 14/275
1.4	Final	29 June 2018	Updated to reflect CP 17/418

## **1. Introduction**

### **1.1 Background**

It has been identified that there are several scenarios that can lead to the creation of a duplicate Meter Point and ultimately the dual billing of the end user.

Although these scenarios have been evident for some time, it is now necessary to ensure a uniformed approach is taken to the resolution of these erroneous Meter Points by Suppliers to minimise the occurrence of multiple billing.

### **1.2 Purpose**

The purpose of this Schedule is to formalise the procedures for dealing with situations where duplicate Meter Points have been created for a single supply. In particular when this results in a Customer being invoiced by more than one Supplier.

This schedule will oblige Suppliers to adhere to these procedures which will ensure the duplicate situation is efficiently resolved for the Customer involved.

### **1.3 Scope**

The scope of the procedure is limited to duplicate erroneous Meter Points occurring for Domestic Premises in England, Scotland and Wales and covers the following situation:

- A Supplier suspects a duplicate Meter Point exists for an address in their supply, either by internal process or Customer enquiry.

The procedure may also be applied to the non domestic market at Suppliers' discretion.

Only the most commonly occurring scenarios have been documented.

### **1.4 Conditions Precedent**

This SPAA procedure is a Mandatory Schedule. All licensed Suppliers to the domestic gas market are required to comply with this Schedule under licence condition 30 of the Gas Suppliers Licence.

The Suppliers will follow the same process (as closely as practicable) if more than two Suppliers are involved.

## **2. Procedure**

### **2.1 Overview**

- (i) Supplier/Customer suspects duplicate Meter Point and the Supplier investigates.
- (ii) Affected Parties are informed and the Resolution of Duplicate Meter Points ("RDM") procedure is followed to determine which Supplier has the valid Meter Point and is entitled to charge the Customer for gas consumed by the Customer at the property (the "Valid Supplier").

(iii) ~~Supplier who is not the Valid Supplier (the “Duplicate Supplier”) will raise a Duplicate Query (“DUP query”) to remove Meter Point and recover necessary costs (where possible).~~

## **2.2 ~~Supplier suspects duplicate Meter Point and investigates~~**

~~Where a Customer believes that they are being billed by multiple Suppliers for the same Premises, they may contact either Supplier involved.~~

~~The contacted Supplier will then start an investigation to determine if the Meter Points being supplied are indeed duplicate Meter Points of the same gas supply. This Supplier may also initiate an investigation on their own behalf where daily activities highlight a potential duplicate.~~

~~The Customer will need to be kept informed at all stages (see section 4).~~

### **2.2.1 ~~Erroneous duplicate – distinct supplies confirmed.~~**

~~If following investigation, the Meter Points are not deemed to be duplicate Meter Points and are two separate properties or supplies, a data correction will need to be made in order to avoid future recurrences. These amendments should follow standard criteria:~~

- ~~• Meter Points should hold distinct address and asset data that clearly identifies them as separate supplies (in the event of multiple supplies, at a single dwelling, the asset data will be the distinct separator).~~
- ~~• Address data should be Post Code Address File (PAF) registered.~~

~~Crossed Meter issues should be dealt with accordingly. These will likely involve Erroneous Transfers (ET) where the procedure in Schedule 10 should be followed.~~

### **2.2.2 ~~Recognised industry explanations for duplicate Meter Points held within DES~~**

- ~~(A) Meter Points with a status of dead~~
- ~~(B) New services~~
- ~~(C) Small Transporters Network~~
- ~~(D) Liquid Petroleum Gas (LPG) development~~
- ~~(E) Address errors (specifically plot to postal addresses)~~
- ~~(F) Customer owned secondary meters (Not directly connected to a network)~~
- ~~(G) Unrecognised errors~~

~~Section 2.31 of the RDM procedure details the checks necessary to determine the Valid Supplier.~~

## **2.3 ~~Affected Parties are informed and the RDM procedure is followed to determine the Supplier with the valid contract.~~**

~~The Initiating Supplier makes contact with the other Associated Supplier to inform that the RDM procedure is being followed. This initial contact should be followed up by the~~



~~Initiating Supplier by sending an email to the Associated Supplier's Level 1 Contact. For the avoidance of doubt, this contact will confirm when the RDM process has commenced. Within 10 Working Days from the date of the email, the Suppliers shall have completed the processes set out in section 2.3 (including sections 2.3.1, 2.3.2 and 2.3.3); and, where appropriate, the Duplicate Supplier will have raised a DUP query in accordance with section 2.4.~~

~~Details of the Meter Point concerned and any suspected issues should be shared. The Associated Supplier should assist where possible in the investigations, providing all available information on the site, asset and Customer in accordance with the Data Protection Act 1998.~~

~~The Associated Supplier should make clear if a Customer is being billed under the Meter Point they hold and if these bills are being paid.~~

### **2.3.1 Checks to be made**

~~The following checks will determine if there is a duplicate Meter Point based on the explanations shown in section 2.2.2.~~

~~The Initiating Supplier shall carry out the following checks:~~

- ~~● Confirm the Customers preferred Supplier and if they have any contracts in place, specifically those with penalty clauses attached.~~
- ~~● Any Meter exchange information.~~
- ~~● Asset details.~~
- ~~● MAM/MAP, identified from the Meter label.~~
- ~~● Location of the gas Meter.~~
- ~~● Current Actual Meter Reading.~~
- ~~● Has there been a new service installed or any changes to the service at the property.~~
- ~~● Confirmation of the known address and any ambiguous mailing addresses.~~

~~The following additional Customer checks shall (where relevant), be completed by the Initiating Supplier:~~

#### **A. Meter Points with a status of dead**

- ~~● Confirm the status of each Meter Point on DES.~~
- ~~● A status of dead may indicate historical activities by the network involving removal of supply.~~

#### **B. New Services (inc demolished/rebuilt or refurbished properties)**

- ~~● Contact the Customer and establish property history.~~
- ~~● Confirm with the previous Supplier (Address, Asset, Meter Readings, Customer Name, Meter Point Reference Number).~~
- ~~● Confirm with the CDSP how the Meter Point was loaded onto DES.~~

- ~~Check council tax websites ([http://www.voa.gov.uk/council\\_tax/](http://www.voa.gov.uk/council_tax/)) (<http://www.saa.gov.uk/>) (<http://ratinglists.vao.gov.uk/>) for evidence of ended or suspended payments.~~
- ~~Check if the new service is on a Small Transporter network.~~

### **~~C. Small Transporters Network~~**

- ~~Check the Small Transporter MPRN ranges on the iGT UNC website (<http://www.igt-unc.co.uk/>).~~
- ~~Confirm directly with the Small Transporter using available websites and Supplier contacts.~~
- ~~Check DES.~~

### **~~D. LPG development~~**

- ~~Confirm if the site resides within LPG area. These developments can be confirmed by the CDSP.~~
- ~~Contact the Customer to confirm the gas supplies to neighbouring properties.~~
- ~~Check details of Customer billing.~~

### **~~E. Address errors~~**

- ~~Confirm with the CDSP if any address amendments have been carried out.~~
- ~~Check PAF to see what address is held and if this matches either of the Meter Points in question.~~
- ~~Refer to Customer; confirm any known mailing addresses for the site.~~

### **~~F. Customer owned secondary meters~~**

~~The following collection of checks will assist in determining the presence of a secondary meter but should not be relied on individually.~~

- ~~Contact the Customer/carry out site visit (confirm the following).~~
- ~~Is the Meter a crimson colour?~~
- ~~Is there a regulator/governor in place?~~
- ~~Is the year of manufacture later than 2002?~~
- ~~Does the Meter Serial Number (MSN) follow recognised configuration rules? (confirm with manufacturer if unsure)~~

### **~~Additional checks~~**

- ~~Does the MSN relate to any other property on DES?~~
- ~~Confirm address and asset details held by the MAM for both Meter Points.~~
- ~~Carry out a site visit to confirm any uncertain details.~~

### **2.3.2—Results of investigations/Action to be taken**

Once the sufficient consideration has been given, the suspected duplicate situation should be clear.

In the event that two distinct supplies exist refer to section 2.2.1, otherwise, refer to section 2.3.3 to determine the Valid Supplier.

Normally, irrespective of the findings, in the event of a duplicate scenario the resolution of the duplicate Meter Point must favour the Supplier with the valid contract. This will have been confirmed by the Customer at the earliest opportunity.

### **2.3.3—Guidance action for recognised explanations**

Although some of the scenarios in this section are not strictly duplicated Meter Points, the frequency with which they occur warranted specifying the process for resolution.

#### **A. Meter Points with a status of dead**

The Supplier to the live Meter Point is the Valid Supplier.

The dead Meter Point must be withdrawn from the portfolio of the Duplicate Supplier. The New Meter Point has been created out of necessity and would normally reside with the Supplier with the valid contract. See appendix 2.

The Duplicate Supplier with the dead Meter Point can use the Change of Supplier process to apply for the new Meter Point if necessary. See section 4.

#### **B. New services (In demolished/rebuilt or refurbished properties)**

If a property has had a new service installed as a result of a refurbishment, conversion or a demolition/rebuild and the original Meter Point has been removed but is still held as live and on supply with a gas Supplier, then the Supplier to the old Meter Point must isolate and withdraw. See Appendix 2

The CDSP does not class this as a duplicate as the Meter Points relate to different supplies.

The Supplier to the new Meter Point is the Valid Supplier to the property. The Duplicate Supplier with the dead Meter Point can use the Change of Supply Process to apply for the new Meter Point if necessary.

#### **C. Small Transporters Network**

If it is discovered that the supply to the site is on a Small Transporter Network, the Supplier with the Small Transporter Meter Point shall be deemed to be the Valid Supplier.

- The Meter Point with the Small Transporter is the valid gas supply to the property.

No duplicate can be raised as the Small Transporter is a new supply. The Meter Point held by the CDSP should have been isolated and withdrawn when the original supply was removed. The Duplicate Supplier to the now obsolete Meter Point must isolate and withdraw. See Appendix 2

- Meter Point was created after the Small Transporter Meter Point was established.

~~Once it has been established who the Supplier to the valid Meter Point is, the Duplicate Supplier should then precede with its obligations in section 2.4. If this is not in the ownership of the Supplier with the valid contract, then this Supplier must register the correct Meter Point. See section 4.~~

#### **~~D. LPG Development~~**

~~If it is discovered that the supply to the site is an LPG supply, there is no Valid Supplier and the resolution cannot be dealt with as a DUP query. The Supplier(s) to the now obsolete Meter Point(s) must isolate and withdraw. See Appendix 2~~

#### **~~E. Address errors (specifically plot to postal addresses)~~**

~~When locating the correct Meter Point to confirm, Suppliers may be misled by the plot address held within DES for new developments. This may result in:~~

- ~~• The erroneous creation of a new Meter Point to facilitate the confirmation of supply.~~
- ~~• The confirmation of the Meter Point associated to the MSN provided by the Customer (which may or may not be the correct MSN).~~

~~When the UIP or Supplier involved in the new development updates the plot address details to the Post Office assigned address, the duplicate Meter Point in the initial scenario is more apparent. However this may not become evident until the Customer is billed by both Suppliers. On recognising this, the Initiating Supplier should start the RDM procedure. The Supplier who has entered into a contract with the Customer (with the Customer's knowledge and agreement) for the supply of gas to the property is the Valid Supplier. The Duplicate Supplier will proceed with its obligations in section 2.4.~~

~~In order to resolve the latter issue, an ET will need to be actioned back to the new connection company. The procedure in Schedule 10 should be followed.~~

~~In the event of any Crossed Meter issues, these will be dealt with accordingly.~~

#### **~~F. Customer Owned Secondary Meters~~**

~~In the event that the duplicate Meter Point involves a secondary Meter. The Supplier to the primary Meter is the Valid Supplier. The Duplicate Supplier should proceed with their obligations in section 2.4.~~

#### **~~G. Unrecognised errors~~**

##### **~~Incorrect Address details held on DES.~~**

~~In the event that a duplicate Meter Point has been created as a result of incorrect or incomplete address details on DES, the Valid Supplier is the Supplier who has entered into a contract with the Customer (with the Customer's knowledge and agreement) for the supply of gas to the property. The Duplicate Supplier will proceed with its obligations in 2.4.~~

##### **~~Duplicate Meter Point created for unknown reason.~~**

~~In the event that a duplicate Meter Point has been created with no known reason, the Valid Supplier is the Supplier who has entered into a contract with the Customer (with~~

~~the Customer's knowledge and agreement) for the supply of gas to the property. The Duplicate Supplier will proceed with its obligations in section 2.4.~~

## ~~2.4 — Supplier without a valid contract raises DUP query to remove Meter Point and recover necessary costs (where possible).~~

~~Once it has been established that duplicate Meter Points exist for a property and an agreement has been reached as to which gas Supplier does not hold a valid contract, the Supplier without the valid contact will:~~

- ~~• Within 15 Working Days of initial contact from the Initiating Supplier, confirm, in writing to the Valid Supplier that they are the Duplicate Supplier and as a result of the RDM procedure, will now arrange to withdraw. Or that investigation into the query is still being actioned.~~
- ~~• If there is an on-going investigation, after a further 10 Working Days confirm to the Valid Supplier the status of the query.~~

~~Once the DUP query has been investigated, the CDSP will advise the Supplier via a configuration change request, to remove any assets and withdraw from the supply. the CDSP will reconcile the Meter Point based on the provided information and correct all appropriate invoices.~~

~~Once the DUP query has been actioned by the CDSP, the Meter Point details on DES will be set to extinct.~~

~~If the configuration change request has been actioned within the specified timescales, the CDSP will process the data through the 'invoicing 95' system and create the invoice for the appropriate Shipper. This will be provided on the monthly release of Backup Documentation File (BCD) invoices, identified within the file by the adjustment Description "DUP-[Month] [Year]".~~

## ~~3. — Escalation procedure~~

### ~~3.1 — Failure to reach agreement between Suppliers~~

~~If the Suppliers fail to reach an agreement on who is the Valid Supplier to withdraw, the case will need to be passed to the SPAA Contract Manager to liaise with his/her counterpart.~~

### ~~3.2 — Agreed response time~~

~~Unless investigations are still being carried out subject to section 2.4, 15 Working Days should be allowed from the date (D) of the initial contact, for the Duplicate Supplier to raise the DUP query, and advise the Valid Supplier of this. The following table sets out the escalation process in the event the Duplicate Supplier fails to raise the DUP query within the appropriate time period:~~

<del>Process</del>	<del>Timescale</del>	<del>Responsibility Level</del>
--------------------	----------------------	---------------------------------

Stage One escalation	D + 15 working days	Operational contact
Second follow up	D + 20 working days	Supervisor/work manager
Final follow up	D + 30 working days	Contract Manager

#### 4. Customer relationship

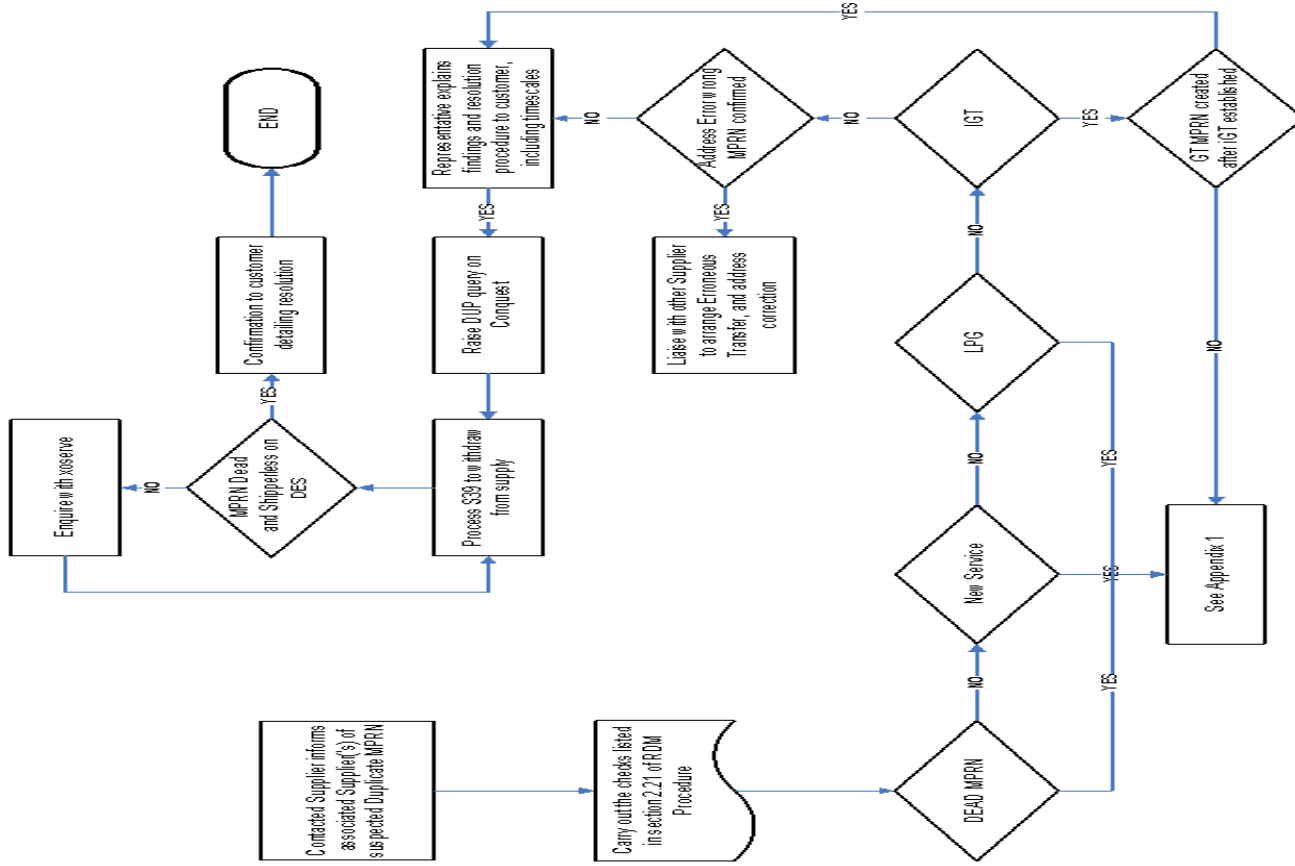
It is essential that both during the investigation and once the investigation has been concluded that the Customer is kept informed of the relative timescales for resolution.

- (i) If a Customer believes that they are being billed by more than one Supplier, then they can contact any of the gas Suppliers who are billing them. The contacted Supplier will liaise with all other gas Suppliers to resolve the matter.
- (ii) An appropriately trained representative of the contacted Supplier shall explain to the Customer:
  - What actions will be taken.
  - When a resolution can reasonably be expected.
  - That they will continue to pay the preferred gas Supplier for the energy consumed and where possible, how their billing arrangements with other Suppliers will be treated.
  - How they will be kept informed of the progress towards resolution.
- (iii) The Customer will be advised within 10 Working Days of their initial contact, the progress of their query.
- (iv) Both Suppliers should, where it is deemed appropriate, provide written confirmation to the Customer once the query has been resolved. The query can only be classed as resolved, once the necessary updates with the CDSP have been made.

**APPENDIX 1— Isolation and Withdrawal of Meter Point**



## APPENDIX 2 – RDM Procedure





## SCHEDULE 31

### Supply Point Administration Agreement

#### ~~Procedure for the resolution of Crossed Meters~~Not Used

This Schedule is no longer in use due to the implementation of the Switching Significant Code Review.

~~Version:~~ 5.0

~~Status:~~

<del>Domestic Suppliers</del>	<del>Mandatory</del>
<del>I&amp;C Suppliers</del>	<del>NA</del>
<del>Large Transporters</del>	<del>N/A</del>
<del>Small Transporters</del>	<del>N/A</del>

~~Effective Date:~~ 23 February 2018

### Change History

Version Number	Status	Date of Issue	Reason for Change
1.0	Final		DCoP migration to SPAA
2.0	Final		Amendments following discussion at the SPAA Expert Group
3.0	Final	08.11.2013	Updated to reflect CP 13/240
4.0	Final	07.11.2014	Updated to reflect CP 14/275
5.0	Final	23.02.2018	Updated to reflect CP 17/409

## ~~1. Introduction~~

### ~~1.1 Background~~

~~Where a Crossed Meter dispute is identified, it is important that Suppliers are able to investigate and resolve all the premises affected. With market competition and the introduction of RGMA, the investigation and resolution can be complicated where there may be several premises involved with separate Suppliers and Meter Asset Managers responsible for each site. This procedure provides a mechanism whereby Suppliers and their agents can implement a uniform approach to dealing with Crossed Meter disputes.~~

### ~~1.2 Purpose~~

~~The purpose of this Schedule is to ensure that Suppliers deal with Crossed Meter disputes in a uniform manner and that resolution is within indicative timescales.~~

### ~~1.3 Scope~~

~~The scope of this Schedule is limited to Crossed Meter events occurring in respect of Domestic Premises.~~

### ~~1.4 Overview~~

~~This Schedule is a Mandatory Schedule for Domestic Suppliers. All Domestic Suppliers are required to comply with this Schedule.~~

~~Where a Crossed Meter is identified and two or more separate Suppliers are involved, the Suppliers shall resolve the situation by following the procedure detailed below.—~~

~~Example circumstances which may indicate Crossed Meter scenarios:~~

- ~~• Customer says the Meter in their property has a different Meter Serial Number to the meter on their bill.~~
- ~~• The customer questions their consumption.~~

- ~~The Meter Reading Agent reports that meters may be crossed.~~
- ~~A third party informs of a possible Crossed Meter.~~
- ~~The MAP may report that the Supplier's records are wrong.~~

## **2.0 — Procedure**

### **2.1 — Supplier Contacts**

~~For the purposes of dealing with Crossed Meter disputes Suppliers will provide telephone numbers and email addresses for their Crossed Meter points of contact in accordance with Schedule 24.~~

~~Suppliers will ensure when changes occur that any new information is provided to enable the contact list to be updated within 5 Working Days.~~

### **2.2 — Process for resolving Crossed Meter disputes**

~~When a Supplier discovers that it has been billing a customer to Meter Readings taken from another Customer's Meter the Initiating Supplier shall:~~

- ~~Establish the identity of the Associated Supplier(s); and~~
- ~~Take reasonable endeavours to contact the Associated Supplier within two Working Days (or three Working Days if more than two Suppliers are involved) of establishing the Associated Supplier's identity (by email or telephone) to advise them that a suspected Crossed Meter situation has occurred and to provide the information below (together with details of any other sites affected):~~
- ~~The information to be so provided in respect of the affected property(ies) shall include:~~
  - ~~Address~~

- ~~Postcode~~
- ~~Meter Serial Number~~
- ~~Meter Point Reference Number~~
- ~~Access instructions~~
- ~~Meter location (if known)~~
- ~~Access details (if available)~~
- ~~MAM details~~
- ~~Smart Meter Y/N~~
- ~~SMSO ID if available and if applicable~~

~~The Associated Supplier shall within two Working Days from being contacted by the Initiating Supplier acknowledge the suspected Crossed Meter by email.~~

~~The Associated Supplier shall take reasonable steps to investigate within five Working Days of the initial contact, the details provided and ascertain if they have any recorded details supporting/contradicting the details provided. The Associated Supplier shall contact the Initiating Supplier by email or telephone to share this information and the meter details the Associated Supplier has on record relating to the site and agree the next course of action which may include a site visit by either/both \_\_\_\_\_ Suppliers~~

~~If a site visit is required, the results of the visit shall be exchanged within 5 Working Days of receipt of the job complete notification from the Suppliers agent. If Suppliers have any relevant read history this should be sent at the same time. It is the responsibility of the current Supplier of affected metering points to ensure that the metering asset data is corrected~~

### **3.0 ~~Customer Contact~~**

It is important that during the Crossed Meter investigation and once the investigation has been concluded that the Customer is kept informed of the relative timescales for resolution.

An appropriately trained representative of the contacted Supplier shall explain to the Customer within 10 Working Days of the initial contact:

- What actions will be taken?
- When a resolution can reasonably be expected?
- How they will be kept informed of the progress towards resolution.

Suppliers should, where it is deemed appropriate, provide written confirmation to the Customer once the query has been resolved.

#### 4.0 Escalation

The table below summarises the escalation procedure that shall be taken when resolving any issues with a Crossed Meter query. All timings referred to in this table are in Working Days. The escalation procedure shall be followed by both the Initiating Supplier and the Associated Supplier in the event that a response is not received within the timescales detailed below.

The escalation process will not be followed if there is a site visit in progress or scheduled but not yet completed.

Process	Timescale	Responsibility Level of Contact(s)
Initial follow up	Day +7	Operational
Second follow up	Day +15	Operational Manager
Final follow up	Day +25	SPAA Contract Manager

## **5.0 — Supply Disconnected in Error**

In the event that a Supply Point is disconnected in error and a Crossed Meter investigation is ongoing the Supplier initiating the disconnection should apply a non contentious policy. Every effort should be made to reconnect the Supply Point within 24 hours.

**SCHEDULE 33**

**Supply Point Administration Agreement**

**Theft of Gas Code of Practice**

**Version:** 7.0[TBC]

**Status:**

Domestic Suppliers	Mandatory
I&C Suppliers (other than I&C TRAS Suppliers)	Mandatory
I&C TRAS Suppliers	Elective
Large Transporters	Mandatory
Small Transporters	Mandatory

**Effective Date:** 30 June 2017[TBC<sup>1</sup>]

<sup>1</sup> To be implemented at CSS Go Live as part of Switching Significant Code Review



<b>Version Number</b>	<b>Status</b>	<b>Date of Issue</b>	<b>Reason for Change</b>
1.0	Final	01 March 2013	Introduction of new Schedule
2.0	Final	28 February 2014	Enhancements to Schedule 33
3.0	Final	26 June 2015	Updated to reflect CP 15/289 and CP 15/294
4.0	Final	28 July 2015	Updated to reflect CP 15/297
5.0	Final	6 November 2015	Updated to reflect CP 15/313
6.0	Final	4 November 2015	Updated to reflect CPs 16/328 and 16/341
7.0	Final	30 June 2017	Updated to reflect CP 16/360

### **Change History**

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## **PREAMBLE – INTERPRETATION & DEFINITIONS**

### **1. INTERPRETING THIS DOCUMENT**

This document is divided in sections of “**OBLIGATIONS**”, “**BEST PRACTICE**” and “**REFERENCES**”.

- Sections marked “**OBLIGATIONS**” detail actions which must be taken by the relevant Party. Failure to take these actions constitutes a breach of this schedule and therefore a breach of the SPAA.
- Sections marked “**BEST PRACTICE**” provide information on how a Party may proceed. They confer no obligation, and Parties may choose whether they follow the advice provided or another course of action entirely. They are therefore provided for information only and denote the way in which SPAA believes best handles the issue at hand.
- Sections marked “**REFERENCES**” provide detail on relevant information from documents outside of this CoP, but which are relevant to Party’s actions in Theft of Gas administration. Failure to adhere to any obligations described in these references is not a breach of this CoP itself, but may lead to a Party being in breach of their obligations elsewhere. They are provided for information only.

Please note that not all sections of this CoP will include Obligations, References, and Best Practices.

Any reference to days, months, years throughout this document should be interpreted as calendar days, calendar months and calendar years unless otherwise stated.

### **2. DEFINITIONS**

- **Climate Change Levy (CCL):** a tax on the taxable supply of specified energy products;
- **Confirmed Theft:** means that a Supplier or Transporter (or person acting on behalf of a Supplier or Transporter) reasonably determines that, on the balance of probabilities and taking into account all of the evidence then available, one or more instances of Theft of Gas has occurred. In making such a determination, the Party shall have regard to the descriptions in Schedule 33 (Theft of Gas Code of Practice) of what constitutes Theft of Gas. A Party may not make such a determination unless it has sufficient evidence to substantiate the occurrence of Theft of Gas. For Suppliers, such evidence must include (as a minimum): (a) an indication of theft via a desktop review of consumption levels; and (b) a report of a site visit where access was successful; and (c) photographic (or sketch) evidence of the theft, including illegal connection/bypass or meter tampering; and (d) a determination of the value of gas stolen; and (e) (where available) a police report or crime reference number.
- **Cut-Off:** Separating the Supply Meter from the Emergency Control Valve (ECV) or disablement of the flow of gas at the Emergency Control Valve (ECV) or Supply Meter outlet. This is typically used where action is taken to stop gas being used by means short of Disconnection. This could cover methods such as locking of the ECV in the closed position or capping off the ECV outlet or the meter outlet.
- **Disconnection:** disconnection of the service pipe from the Transporters’ main or disablement of the flow of gas to the Emergency Control Valve (ECV). This includes action

taken to physically disconnect the service pipe from the gas main or by turning off a service entry valve to prevent gas being used.

- **Effective Supply Point Withdrawal:** Where a Shipper has isolated a site (this physical work may involve capping or clamping the meter and may also involve physically removing the meter from the premises. If a shipper has isolated a site, it may also submit a Supply Point Withdrawal to the transporter. This indicates that the shipper intends to end its registration for the supply point. This would have the effect of removing the shipper as the party responsible for that supply point in the Supply Point Register. In the instance where the shipper has notified the transporter of an Isolation and a Supply Point Withdrawal, this is known as Effective Supply Point Withdrawal.
- **Pensionable Age:** means, in relation to any person, pensionable age within the meaning given by section 48(2B) of the Gas Act 1986
- **Reconnection:** Reconnection of the service pipe or the enabling of gas flow to the relevant premises.
- **Re-establish:** resumption of supply through restoration of the connection of the Supply Meter to the Emergency Control Valve (ECV) or removal of any device disabling the flow of gas installed at the ECV or outlet of the Supply Meter.
- **Relevant Offence:** means an offence under paragraphs 10 or 11 of Schedule 2B to the Gas Act 1986”
- **Theft of Gas:** includes the circumstances described in paragraphs 9(1), 10(1) and 11(2) of schedule 2B to the Act.
- **Revenue Protection Service Provider:** may be an internal or external provider of services to a Party
- **Serious Safety Concern:** an immediately dangerous situation where there is a smell of gas or a suspected uncontrolled escape of gas.
- **Shipperless Site:** A shipperless site occurs where the shipper has submitted an Effective Supply Point Withdrawal but a supply meter is still connected and gas is still capable of flowing.
- **Supply Meter Installation:** the meter and associated equipment and installations installed or to be installed at a consumer's premises, including associated pipework, regulator filters, valves, seals, and mountings.
- **Unregistered Site:** For the purpose of this Code, a Supply Meter Point within the Supply Point Register that has never been registered by a Shipper.
- **Visit:** means use reasonable endeavours to gain access to the Consumer’s premises;
- **Vulnerable Customer / Vulnerability:** A Domestic Customer and/or the occupants of Domestic Premises that is of Pensionable Age, disabled or chronically sick
- **Warrant:** An authority to enter a premises as granted under the Rights of Entry (Gas and Electricity Boards) Act 1954 and pursuant to Schedule 2B of the Gas Act.

## **1 INTRODUCTION**

### **1.1 Background**

In 2009, Electricity North West raised a DCUSA Change Proposal (DCP054), the partial intent of which was to bring the existing Electricity Revenue Protection Code of Practice under DCUSA Governance. The original CoP was written in 1998, so the DCP054 Working Group agreed that it would be prudent to bring that document up-to-date before incorporating it within DCUSA, and that it would be desirable to draft the document on a Dual Fuel basis as far as possible. This work began in Spring 2010.

During 2010, the gas industry was involved in considering options for developing stronger incentives on suppliers to detect and prevent theft of gas. There seemed to be a consensus view that a Gas Theft CoP would be desirable in supporting the options being considered.

In May 2011, the DCP054 Working Group was unable to progress the CoP any further pending a decision about the definition of Theft in conveyance for the electricity market. At that point, the group agreed that the CoP should be split into separate electricity and gas documents and British Gas agreed to take forward the Gas CoP under SPAA. A draft was put to the EG, and this Working Group has been charged with refining the CoP so that it can be incorporated as a SPAA Schedule.

### **1.2 Purpose**

The purpose of this SPAA Schedule is to detail both obligations and best practice for Parties in detecting, investigating, resolving and preventing Theft of gas. Parties must ensure that where they use agents to discharge their obligations they shall adhere to this CoP.

### **1.3 Scope**

The CoP outlines the relationships between Parties where Theft of Gas is suspected and/or confirmed. It sets out a number of obligations and minimum service standards that Parties are expected to meet in relation to:

- Communication between Parties where Theft of Gas is suspected or confirmed;
- Procedures for investigation where Theft of Gas is suspected or confirmed;
- Procedures for site visits and gaining entry to premises where Theft of Gas is suspected or confirmed;
- The manner in which Parties will deal with Consumers who are suspected of and are identified as having taken gas illegally (defined in this document as “Theft of Gas”);
- The manner in which Parties will treat Vulnerable Customers where Theft of Gas is suspected or confirmed;
- The manner in which unrecorded units are to be assessed;
- Cut off and Disconnection of Supply where Theft of Gas is suspected or confirmed;
- Provision of information following investigation where Theft of Gas is suspected or confirmed;

- Exchange of information between Parties where Theft of Gas is suspected or confirmed and the Consumer switches Supplier; and
- Where appropriate, the intention is to use the CoP to address Shipperless and Unregistered sites where a Relevant Offence has been committed.

For the avoidance of doubt, the CoP does not deal with other types of theft of energy or fraud (e.g. theft of physical assets), or the recovery of bad debts..

#### **1.4 High Level Principles of the CoP**

Working within the statutory and regulatory framework, the following principles apply:

- Where any activities are undertaken in accordance with this CoP, safety is paramount;
- Costs directly attributable to the perpetrator of Theft of Gas should be borne by that person and any person who has knowingly benefitted from such activities;
- Parties should seek to identify and prevent Theft of Gas by ensuring effective measures are in place;
- Parties should share technical knowledge, trend data and management information relating to Theft of Gas with relevant Parties where permitted;
- Investigation of Theft of Gas should be carried out by qualified individuals possessing an appropriate level of skill and experience;
- Parties should ensure that Consumers are treated in an appropriate and consistent manner;
- Parties should pro-actively identify Vulnerability and give appropriate consideration to the needs of these Consumers when managing these cases; and
- A Party is not required to undertake any activity required by this COP, where within the Party's reasonable view, it would cause the Party to act in a manner that is not in compliance with the Data Protection Act 1998

#### **1.5 Resolving Disputes**

Where a Party has evidence of another Party being non-compliant with this CoP, the escalation procedure detailed in Schedule 24 'Publication of Operational and Escalation Contact Information' shall apply.

## 1.6 Delineation of Responsibilities

### OBLIGATION

Where a Supplier has a contract or deemed contract with the relevant Consumer it is responsible for dealing with any investigation and arranging to rectify the situation. Where no such contract or deemed contract exists between the Supplier and relevant Consumer, or the incident occurs upstream of the Emergency Control Valve (ECV) the Transporter is responsible for dealing with any investigation and arranging to rectify the situation.

### REFERENCE

1.6.1 Suspected Theft of Gas upstream of and including the Emergency Control Valve (ECV) being gas taken ‘in the course of conveyance’ (see figure A, section marked Transporter).

The Transporter is responsible for dealing with any investigation with respect to gas taken in the course of conveyance and subject to the outcome of the investigation use its reasonable endeavours to recover the value of gas stolen.

In particular, see:

- Gas Transporters Licence, SLC7 (Provision of Information Relating to Gas Illegally Taken) paragraphs 1 and 2;
- Schedule 2B paragraph 9 of the Gas Act (Supplies of gas illegally taken); and
- Schedule 2B paragraph 18 of the Gas Act (Improper use of gas)

1.6.2 Suspected Theft of Gas downstream of the Emergency Control Valve (ECV) where a contract or deemed contract between the consumer and Supplier exists - see figure A, section marked Supplier/Transporter.

In addition to any obligation under this code of practice/proposed new licence condition it would be useful to note the following areas:

- Schedule 2B paragraph 10 of the Gas Act (Injury to gas fittings and interference with meters); and
- Schedule 2B paragraph 11 of the Gas Act (Restoration of supply without consent)

1.6.3 Suspected Theft of Gas downstream of the Emergency Control Valve (ECV) where no contract or deemed contract between the consumer and Supplier exists being gas taken in the course of conveyance – see figure A.

Where a Supplier does not have a contract or deemed contract with the relevant Consumer, the Transporter is responsible for dealing with any investigation and arranging to rectify the situation. Theft of Gas in this scenario will usually involve damage to the gas meter or tampering with the meter.



In particular, see:

- Gas Transporters Licence, SLC7 (Provision of Information Relating to Gas Illegally Taken) paragraphs 1 and 2;
- Schedule 2B paragraph 9 of the Gas Act (Supplies of gas illegally taken); and
- Schedule 2B paragraph 18 of the Gas Act (Improper use of gas)

#### 1.6.4 Restoration of gas supply without consent

Where a Consumer's premises has been Disconnected or Cut-Off by a Party, any person must not Reconnect or Re-establish the supply without the relevant Party's consent. Where Reconnection or Re-establishment of the supply is made without such consent the Party that undertook the original Disconnection or Cut-Off of the premises may do so again.

In particular, see:

- Schedule 2B paragraph 11 of the Gas Act (Restoration of supply without consent)]; and
- Schedule 2B paragraph 9 of the Gas Act (Supplies of gas illegally taken) - Transporter only

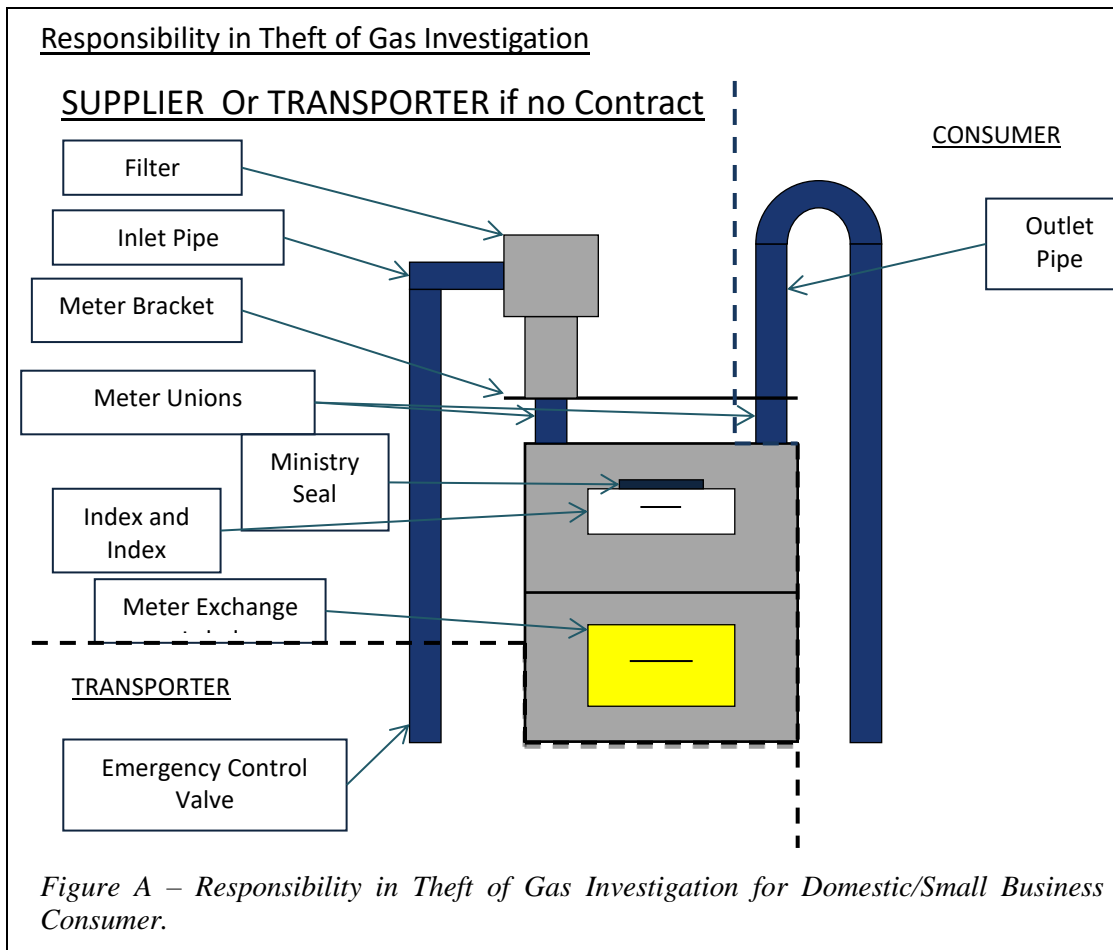
#### 1.6.5 No obligation to restore supply where Consumer is in default

Where a Consumer's premises have been Disconnected or Cut-Off by a Party for reasons of Theft of Gas, the Party is under no obligation to Reconnect or Re-establish the supply until the Consumer:

- is no longer the owner or occupier of the premises; or
- has made good the default or remedied the matter and has paid the reasonable expenses of Disconnecting or Cutting-Off and Reconnecting or Re-establishing the premises

In particular, see:

- Schedule 2B paragraph 19 of the Gas Act (No obligation to restore supply where consumer in default); and
- Section 10 of the Gas Act (Duty to connect certain premises.)



## 2 INFORMATION AND COMMUNICATION BETWEEN INDUSTRY PARTIES

### 2.1 Communication around suspected Theft of Gas

#### **OBLIGATION**

Parties must have an appropriate mechanism in place to enable individuals to inform them of suspected Theft of Gas.

If the Transporter becomes aware of any suspected incidents of Theft of Gas with the Supply Meter Installation, it must undertake reasonable endeavours to pass the information to the relevant Supplier within two Working Days.

When the Transporter carries out the Disconnection or Cut-Off of a premises in relation to a circumstance of Theft of Gas or damage to equipment for reasons of safety, the Transporter shall inform the Supplier by the end of the next Working Day. Where Vulnerability is identified, Transporters shall inform Suppliers by the end of the next Working Day.

When the Transporter carries out any safety related remedial work in relation to Theft of Gas, it must undertake reasonable endeavours to inform the Supplier of the work within two Working Days.

Where an exchange of data is required, Parties shall pass the data between themselves with the appropriate levels of security, considering both the nature of the information being shared and the Data Protection Act.

If a Party discovers suspected theft for which they are not responsible, they shall endeavour to collect sufficient evidence whilst at site to enable the responsible Party to progress an investigation. Any evidence passed should be subject to a Parties own data protection policy.

#### **BEST PRACTICE**

Suspected or confirmed Theft of Gas incidents where there is a Serious Safety Concern should be reported to the National Gas Emergency Service on 0800 111 999 which the Transporters publicise and are responsible for administering.

It would also be appropriate for Parties to report to the National Gas Emergency Service under the following circumstances:

- Where in the course of a planned or unplanned visit the Supply Meter Installation or internal Consumer pipework is identified by the Party as being in a potentially dangerous condition and the person in attendance is not competent in accordance with the Gas Safe Register. It is not appropriate for Parties to report to the National Gas Emergency Service under the following circumstances:
- Where in the course of a planned or unplanned visit the Supply Meter Installation or internal Consumer pipework is identified by the Party as being in a potentially dangerous condition and the person in attendance is competent in accordance with the Gas Safe Register and has been able to resolve the safety issue;

- Where in the course of a planned or unplanned visit the Party suspects that Theft of Gas may have occurred but that the Supply Meter Installation or internal Consumer pipework is identified by the party as not being in a potentially dangerous condition; and
- All other incidents where there is no Serious Safety Concern.

All Parties visiting Consumers' premises should make themselves aware of and should act in accordance with 'The Gas Industry Unsafe Situations Procedure' as published by the Gas Safe Register (the official gas registration body for the United Kingdom, Isle of Man and Guernsey, appointed by the relevant Health and Safety Authority for each area. By law all gas engineers must be on the Gas Safe Register, or any body subsequently appointed under these rules).

Where Theft of Gas is suspected as a result of an on-site visit, full details of the visit should be made available to Parties to be included in the investigation.

Parties should publicise a telephone number for receiving reports of suspected Theft of Gas information. For the avoidance of doubt, when Parties receive reports relating to Consumers for whom they are not responsible for investigating reports of theft, Parties should record the details and pass these through to the Transporter by the end of the next Working Day.

The existing Supplier should endeavour to notify the gaining Supplier if there is a [Switch/Change of Supplier](#) during a live Theft of gas investigation. Any information transferred should be subject to the Parties' Data Protection policies and procedures. A list of data items which Parties can potentially transfer between themselves is set out in section 1.1.1 of the Privacy Impact Assessment.

## REFERENCE

Standard licence conditions 12A.1 to 12A.7 of the Gas Supply Licences oblige licensees to detect, prevent and investigate Theft of Gas.

In accordance with condition 17 of the Gas Supply licence, Suppliers are required to inform Transporters, in the form and manner reasonably requested by the Transporter, of suspected incidents of Theft of Gas. For the avoidance of doubt, the form and manner shall be advised by the Transporter. This CoP should be treated as an ongoing reasonable request in the form and manner as described in the Contact Management System.

All Theft of Gas cases involving a Serious Safety Concern reported via the National Gas Emergency Service are recorded and administered by the Transporter.

In particular, see:

- Regulation 7 of the Gas Safety (Management) Regulations 1996

It is permissible for personal information in relation to the Consumer to be exchanged between the Parties in order to properly investigate a case of suspected Theft of Gas. Data should be handled in accordance with the Data Protection Act and the Privacy Impact Assessment carried out on the CoP.

### 3 PROCEDURES FOR INVESTIGATION

#### 3.1 Priorities and Timescales

<b>OBLIGATION</b>		
<b>Category Determination</b>	On receipt of information Parties must assess whether or not there is a Serious Safety Concern.	
	<b>Category A – Urgent</b>	<b>Category B – Non-urgent</b>
<b>Description</b>	Serious Safety Concern	Evidence or suspicion of Theft of Gas, but no Serious Safety Concern
<b>Likely Source of information</b>	Employees and third parties who have gained access to the property and seen the meter whilst still on site.	Employees and third parties who have gained access to the property and seen the meter whilst still on site or office-based staff.
<b>Action to be taken</b>	<p>Transporter must be notified immediately where there is a Serious Safety Concern where the concern has not been remedied by a competent person. Transporter will take appropriate action in accordance with their emergency procedures.</p> <p>When a suspected Theft of Gas incident is identified, the Transporter must notify the relevant Supplier. It must undertake reasonable endeavours to pass the information to the relevant Supplier within two Working Days.</p>	<p>The Party must inform the Transporter of a suspected Theft of Gas within 2 Working Days.</p> <p>Parties must determine the timescales of the visit or schedule a visit.</p>
<b>Maximum Response Times</b>	<p>Transporter must attend and notify the Supplier of the suspected Theft of Gas within two Working Days</p> <p>Where a Supplier is responsible for investigating, it must undertake reasonable endeavours to conclude the investigation and update the Transporter within 80 days of being notified by the Transporter of the suspected Theft of Gas.</p> <p>Where a Transporter is responsible for investigating, it must undertake reasonable endeavours to conclude the</p>	<p>Where a Supplier is responsible for investigating, it must undertake reasonable endeavours to conclude the investigation and update the Transporter within 80 days of informing the Transporter of the suspected Theft of Gas.</p> <p>Where a Transporter is responsible for investigating, it must undertake reasonable endeavours to conclude the</p>

	<p>investigation within 80 days of attending the site.</p> <p>Where the 80 days timescale has not been met, then the Party must complete the case as soon as is reasonably practical thereafter.</p>	<p>investigation within 80 days of attending the site.</p> <p>Where the 80 days timescale has not been met, then the Party must complete the case as soon as is reasonably practical thereafter.</p>
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**BEST PRACTICE**

The Party should endeavour to investigate and conclude the case and report this to the Transporter within one calendar month from registration of the suspected Theft of Gas on the Transporter’s systems.

**4 VISIT PROCEDURES AND GAINING ENTRY**

**4.1 Qualification of Staff**

**BEST PRACTICE**

The safety of operatives visiting the site is paramount – nobody should be put at risk. Operatives should abide by their company’s own health and safety policy. Where any work is out-sourced, then Parties’ agents should also be required to comply with these requirements.

Where Parties undertake planned Theft of Gas investigation activity a competent person in accordance with the Gas Safe Register should be in attendance or available ‘on call’ to Parties as necessary.

Further information in regards to the qualification of staff is set out in Appendix 5.

**REFERENCE**

Anyone who attends a Consumer’s premises must be appropriately trained and qualified to perform the duties required in accordance with this CoP.

In particular, see:

- Schedule 2B paragraph 28 of the Gas Act (Provisions as to powers of entry);
- Gas Supply Licence SLC13 (Arrangements for site access);
- Gas Transporter Licence SLC18 (Arrangements for access to a premises); and
- Gas Transporter Licence DN Standard Special Licence Condition D14 (Arrangements for access to a premises)

**4.2 Visit Preparation**

**BEST PRACTICE**

Parties should gather and consider all the relevant information required for the investigation prior to attending site.

Parties should attend the site with the relevant information required for investigation of a case when reasonably requested, including but not limited to Consumer name, address, MPRN, reason for suspicion, any known Vulnerability status and any known potential hazards.

The nature of the information provided may indicate a Warrant is required to be obtained in advance to facilitate access to the property.

Where this information is not available to the Parties in advance of the visit, it should be the responsibility of the Party to attempt to obtain it during or subsequent to the visit.

#### **REFERENCE**

Standard licence condition 12A.12(a) of the Gas Supply Licences oblige licensees to identify whether an occupant is of pensionable age, disabled or chronically sick and/or will have difficulty paying all or part of the Charges for Theft of Gas.

Standard licence condition 12A.12(h) of the Gas Supply Licences oblige licensees to provide accurate information and advice about any assessments and disputes regarding Theft of Gas.

### **4.3 Need for a warrant**

#### **OBLIGATION**

Where Theft of Gas is reasonably suspected, Parties are required to take all reasonable steps to attempt to gain access to premises which includes obtaining a warrant where deemed necessary.

### **4.4 Investigative visits**

#### **OBLIGATION**

All reasonable efforts must be made to accurately record what is said by the Consumer or others present at the premises, especially when Vulnerability has been identified.

For the avoidance of doubt, the Transporters' emergency engineer primary obligation shall be to ensure the safety and integrity of the site.

Parties must, if required to visit the premises without prior notification, provide appropriate identification for themselves and state on whose behalf they are calling and request entry to inspect the installation.

#### **BEST PRACTICE**

When Vulnerability has been identified:

- Care should be taken in the treatment of people who have a visual impairment, hearing impairment physical or learning disabilities, a mental health condition or are under 18 years of age. Where necessary an 'appropriate adult' should be present.
- Where it is identified that the Consumer is a user of British Sign Language, Parties should make all reasonable efforts to communicate with the Consumer through the use of a special interpreter ('signer'), or alternatively in writing, which should be destroyed or safely stored shortly thereafter.
- .
- Where, as part of any contact with the consumer, it is identified that the consumer has difficulty, or where English is not their first language an interpreter may be required. Parties should establish policy guidance for staff for such situations and ensure that they are aware of this guidance.

Circumstances, as determined by the nature of the report and/or known local factors, should determine how many staff is involved and whether Police accompaniment may be requested (for instance if a breach of the peace is considered likely).

#### 4.5 Conduct of Investigations

##### **BEST PRACTICE**

The key principles are that Parties' and their Agents should:

- have sufficient evidence to prove (on the balance of probabilities) that the Consumer committed a Relevant Offence intentionally or by culpable negligence. Further guidance can be found in Appendix 2, section 8.8.
- have evidence which satisfies each of the elements of the Relevant Offence in question;
- Follow all lines of enquiry to confirm that, on the balance of probabilities, gas has or is being taken otherwise than in pursuance of a contract (or deemed contract) made with a gas supplier before exercising any statutory powers to Cut-Off or Disconnect
- exercise their discretion and avoid Cutting-Off or Disconnecting a premises where there is insufficient evidence to suggest that the Relevant Offence was committed by the current occupier (or owner). For Suppliers, the commission of a Relevant Offence by the current owner/occupier of the premises is currently an explicit pre-condition for the exercise of powers to Disconnect and Cut-Off under the relevant provisions of the Gas Act 1986.
- Transporters will exercise their discretion and avoid Cutting-Off or Disconnecting a premises where there is insufficient evidence to prove (on the balance of probabilities) that gas is being taken otherwise than in pursuance of a contract (or deemed contract) made with a gas supplier before exercising any statutory powers to Cut-Off or Disconnect.
- ensure that their terms and conditions (and all other documentation) properly reflect the statutory powers and do not (implicitly or expressly) provide for wider powers;



- ensure that they do not mislead Consumers about the scope of statutory powers to Disconnect and Cut-Off (e.g. Suppliers should not imply that they have the power to Cut-Off a premises on safety grounds where these powers do not exist; rather it should be made clear that such powers may be exercised by Transporters);
- inform Consumers following a Cut-Off or Disconnection of who to contact in order to find out how to get the supply reinstated;
- ensure Consumer data is kept up-to-date and accurate during the course of investigation;
- ensure the use of free text is avoided and only facts and no opinions should be shared; and
- If a Consumer switches Supplier before Theft is confirmed, the incoming Supplier should be advised by the outgoing Supplier of the incomplete investigation. Where the incoming supplier requests further details, only facts and no opinions should be shared. Any information transferred should be subject to the Parties' Data Protection policies and procedures. A list of data items which Parties can potentially transfer between themselves is set out in section 1.1.1 of the Privacy Impact Assessment.

#### **REFERENCE**

Standard licence condition 12A.12(e) of the Gas Supply Licences obliges licensees to have (and ensure that any Representative has) sufficient evidence to establish (on the balance of probabilities) the statutory right to Disconnect before stopping the supply of gas to the premises on grounds of Theft of Gas.

#### **4.6 Collection and Retention of Evidence**

##### **OBLIGATION**

Parties must clearly explain to the Consumer the reason why evidence is being collected and the basis on which it is acting. Where there is any concern of threat to a Party's personal safety, relevant information or detail should be issued by post as soon as possible after leaving site. Section 4.9 sets out the information which Parties must leave with the Consumer during a site visit. Where a Consumer is not present at the site, written documentation must be left at the premises in a sealed and addressed envelope.

Parties must endeavour to collect evidence and information of a standard to substantiate court proceedings (whether criminal or civil, according to Parties' policies), using rules for collection and safe keeping of evidence.

For the avoidance of doubt, Parties should perform this obligation only when specifically investigating suspected or confirmed theft of gas.

##### **BEST PRACTICE**

The sealed envelope, containing the written documentation, should be addressed directly to the named Customer and / or the ‘present occupier’.

Evidence should be classified as oral, documentary or physical, the last two usually taking the form of exhibits.

#### Collection of Evidence

- The collection of evidence should never put any persons at risk and the safety of individuals and a premises should always be the first consideration;
- It is imperative to accumulate as much evidence as possible and ensure this is stored in a secure manner;
- The equipment tampered with should be photographed prior to any intervention, if possible in the presence of the Consumer or their representative. Supporting photographs of the premises and meter site may be useful for continuity;
- Where photography is not possible, a sketch plan should be made;
- All irregularities should be brought to the attention of the Consumer and any witnessing party e.g. an accompanying police officer.
- Where physical evidence is to be retained or is required for further expert inspection, the exhibit should be removed and treated as described in section 4.7 below. The right to remove an item should be established before doing so.

On attending site, the Parties should collect and retain evidence as necessary to demonstrate that, on the balance of probabilities, there has been an offence committed under the Gas Act.

#### **REFERENCE**

Parties should have regard to the principles of the Police and Criminal Evidence Act 1984 (and, in Scotland, the Criminal Procedure (Scotland) Act 1995) in respect of the collection and retention of evidence.

#### **4.7 Exhibits**

##### **BEST PRACTICE**

Evidence to be produced in court should be substantiated as obtained during the investigation, and it is necessary to be able to prove “the chain of custody” i.e. no exhibit collected at the site of the alleged offence has been altered or introduced subsequently. Any alteration referred to above does not apply to tests on a removed meter, which may need to be dismantled, but this process itself should be documented by an engineer’s report and, if possible, photographed, both report and photographs then becoming exhibits.

Where the Parties propose to dismantle an exhibit it will allow the relevant Consumer to have an independent expert in attendance should they request it.

Equipment removed from site as in section 4.6 above is an exhibit and should be labelled (the 'exhibit label'), placed in an exhibit bag and sealed as soon as possible. The exhibit label should indicate the location, the date obtained and by whom. In addition, any meter which is removed from a property and in respect of which there is, or is likely to be, a dispute regarding meter damage or accuracy should be treated as an exhibit.

#### Safe keeping of exhibits

In many cases the police may take possession of exhibits and retain them until the court hearing. In this case they will provide a receipt for the items.

In cases where the police do not wish to retain exhibits, Parties should ensure that:

- exhibits are recorded in a store log book and kept in a secure and locked place;
- any movements of exhibits is recorded both on the exhibit label and in the store log book, and includes the date and time of removal, by whom and the reason. The party taking possession of the exhibit should also sign the exhibit label and store log book;
- whenever an exhibit is opened, a statement is made the store log book and signed by the person responsible, and the bag then resealed; and
- the exhibit label and, if requested, the store log book is/are available to the court.

#### Retention of exhibits

All exhibits should be retained for a reasonable period of time.

Physical assets such as meters or any supplementary equipment should be retained for a period of at least 12 months, or longer if reasonably required. Documentary and supporting information is expected to be retained for a period of 6 years.

## **4.8 Treatment of Vulnerable Customers**

### **OBLIGATION**

Parties must undertake reasonable endeavours to safeguard the personal welfare of Vulnerable Customers in respect of the activities set out in the CoP.

Where theft is confirmed, Parties must make all reasonable efforts to retain supply for a Vulnerable Customer. It may not be reasonable to retain supply where there is a Serious Safety Concern and/or the customer is a repeat offender and all reasonable efforts to prevent continued offending have been undertaken.

When on site, Parties must take steps to ascertain whether any person in the household is a Vulnerable Customer. Where Vulnerability has been identified and Theft of Gas is

confirmed, Parties must ensure that appropriate measures are taken, including consideration of whether to Cut-Off or Disconnect supply and recover charges.

Parties must ensure that Vulnerable Customers are appropriately informed and fully aware of any action being taken. For example, this may include using an interpreter or ensuring that an appropriate adult is present at the site. Vulnerable Customers must be offered the opportunity to clarify their circumstances so that this can be taken into account by Parties when deciding what actions should be taken.

If Cut-Off or Disconnection is carried out, Parties shall, where applicable, provide contact details of Social Services to Consumers to make them aware where they may get help to resolve the issues.

### **BEST PRACTICE**

Where there are repeated confirmed Theft of Gas incidents, Consumers should be Cut-Off or Disconnected for their own safety and that of their near neighbours.

A Transporter should seek to obtain information from any relevant Supplier on the Vulnerability status of any Consumer subject to an investigation.

For clarity, when Parties are assessing the financial insecurity of a Consumer to determine whether they are Vulnerable, they may include in their assessment the reasonable access of that Consumer to funds, including from other members of the Consumer's household.

If a Consumer account is flagged as being on the Priority Services Register (PSR), or where Vulnerability has been previously identified, this should be notified, taking into consideration data protection requirements, to the Party and its agents, so that appropriate actions are taken to meet the reasonable requirements of Vulnerable Customers.

In addition, where a Cut-Off or Disconnection is carried out, Parties may inform relevant care agencies or charities of the affected Consumers.

### **REFERENCE**

Parties' licence conditions oblige them to have regard to the interests of individuals who are disabled, chronically sick, of pensionable age or on low incomes. This includes establishing and maintaining a Priority Services Register, free of charge in order to fulfil these obligations. In addition to this, most Suppliers record information on Vulnerability on Consumer accounts.

In particular, see:

- Gas Transporter Licence SLC17 (Provision of services for specific domestic customer groups);
- Gas Transporter Licence DN Standard Special Licence Condition D13 (Provision of services for specific domestic customer groups); and
- Gas Supply Licence SLC26 (Services for specific Domestic Customers)

Other than where the matter has been remedied, there are regulatory requirements that need to be taken into account before a decision on whether or not to Cut-Off or Disconnect a Vulnerable Customer is taken.

In particular, see:

- Gas Supply Licence SLC27 (Payments, Security Deposits and Disconnections).

Suppliers will need to work in accordance with the provisions of standard condition 27 of the Supply Licence. In particular, a supplier must not Cut-Off a domestic customer where that customer has not paid charges for gas supplied unless it has first offered to recover those charges via the range of payment methods specified in that standard licence condition. A supplier must not Cut-Off a domestic customer during the winter months that has not paid charges for the supply of gas where the customer is of pensionable age and lives alone or only with others who are of pensionable age or below the age of 18. In addition, a supplier must take all reasonable steps not to Cut-Off a domestic customer during the winter months that has not paid charges for the supply of gas where one or more of the occupants is of pensionable age, disabled or chronically sick (but the previous sentence does not apply).

Standard licence condition 12A.12(a) of the Gas Supply Licences oblige licensees to identify whether an occupant is of pensionable age, disabled or chronically sick and/or will have difficulty paying all or part of the Charges for Theft of Gas.

Standard licence condition 12A.12(c) of the Gas Supply Licences require that, where such occupants are identified, the licensee must offer the chance to pay the Charges by using a prepayment meter before seeking to Disconnect the premises.

Standard licence condition 12A.12(d) of the Gas Supply Licence provides that, where the licensee believes there may be an occupant who is of pensionable age, disabled or chronically sick, the licensee must take all reasonable steps not to Disconnect the relevant premises in winter.

#### 4.9 Information to Consumers

##### **OBLIGATION**

On arrival on site, no allegation must be made that any illegal activity has occurred or that an offence has been committed. Parties on site attendance must provide the following information to the Consumer or their agreed representative:

- Personal identification and which Party they are representing.

On leaving the site where Theft of Gas is either suspected or confirmed, the Party shall undertake reasonable endeavours to leave the following written information with the named Consumer and / or the 'present occupier' in a sealed and addressed envelope:

- The contact details for the Party which is being represented;
- The outcome of the visit on discovery of a suspected or confirmed irregularity;
- Confirmation of any physical work undertaken, e.g. removal of meter;
- A statement explaining the statutory basis for any action taken (i.e. specific reference to relevant legislation);

- Who the Consumer needs to contact in order to get their supply re-established and re-connected, where relevant;
- What the Consumer can expect next / what they should do e.g. contact their Supplier or Transporter, await to hear from their Supplier etc;
- What the Consumer should do if they are unhappy with the outcome e.g. contact their Supplier or Transporter in the first instance, and inform them of other options available under the normal redress processes, e.g. the 'Ombudsman Services Energy ; and
- Contact details for further advice and sources of help e.g. Citizens Advice Consumer Service; Social Services;

Where it is not possible for a Party to leave the written information, as described above, with the Consumer on leaving the site, this must be done so as soon as possible thereafter. When it becomes apparent that the Consumer is unable to comprehend the written information provided to them, Parties shall follow this up as soon as possible thereafter.

For the avoidance of doubt, Parties should perform this obligation only when specifically investigating suspected or confirmed theft of gas.

## **REFERENCE**

Standard licence condition 12A.12(g) of the Gas Supply Licences oblige licensees to provide accurate information and advice about any assessments and disputes regarding Theft of Gas.

## **5 OUTCOME OF INVESTIGATION**

### **5.1 Theft of Gas suspected but not confirmed**

#### **BEST PRACTICE**

Following an investigation, where Theft of Gas is suspected but cannot be confirmed, these sites should be subject to ongoing monitoring. There are a number of actions which may be taken, in support of ongoing monitoring, which include:

- Exchange of the meter;
- Fitting of security measures e.g. collars;
- Revisits; and
- Consumption monitoring

## 5.2 Theft of Gas confirmed

### Obligation

Where Theft of Gas is confirmed, Parties must undertake appropriate steps to stop the Theft of Gas continuing and make safe as soon as reasonably practicable.

### BEST PRACTICE

Where Theft of Gas is confirmed, Parties must seek to identify the person intentionally or by culpable negligence responsible, for the offence. For the avoidance of doubt, this may or may not be the same individual or body.

Where Theft of Gas has been confirmed, appropriate steps may include:

- Cut-Off or Disconnection;
- Exchange of meter;
- Assessment of unrecorded units;
- Assess the ability of Consumers to pay;
- Apply charges to be billed as appropriate;
- Prosecution; and
- Request a security deposit against future supply when a prepayment meter has not been fitted.

Where the meter installation has been physically tampered with and rectification work is necessary, this should be undertaken as soon as reasonable practicable. It may be necessary to temporarily Cut-Off supply pending the completion of remedial works.

### REFERENCE

Standard licence condition 12A.12(d) of the Gas Supply Licence provides that, where the licensee believes there may be an occupant who is of pensionable age, disabled or chronically sick, the licensee must take all reasonable steps not to Disconnect the relevant premises in winter.

Standard licence condition 12A.12(f) of the Gas Supply Licence provides that the licensee must have sufficient evidence to establish that Theft of Gas has occurred as a result of an intentional act before requiring payment in respect of the Charges for supply relating to that Theft of Gas.

## 5.3 Assessment of Unrecorded Units

### OBLIGATION

Assessment of units unrecorded, following confirmation of Theft of Gas, must be carried out in a systematic, consistent and transparent way

**BEST PRACTICE**

No one single method is necessarily appropriate in all cases, but it is recommended that Parties follow the order as set out in Appendix 4, section 10.1.

**REFERENCE**

Where Supply is taken through a deemed contract, Suppliers are required to calculate the number of kilowatt hours taken as prescribed in their licences. In particular they must act reasonably and take into account available gas consumption data used at the premises and any other relevant factor. See Condition 7 of the Gas Supply Licence.

**5.4 Remedying the matter**

**BEST PRACTICE**

Providing it is safe to do so, Parties should consider all available options for the maintenance of supply, including a prepayment meter, payment by instalments or direct payment from the Department of Work and Pensions benefits.

In considering the interpretation of when the Consumer has remedied the matter, it is expected that Parties should only seek to recover their directly foreseeable costs associated with a particular incident. This may include the cost of any security measures fitted. Such costs should not be a penalty but could, for example include the specific investigation costs associated with determining that a Theft of Gas has taken place or a genuine pre-estimate of the loss incurred by the Party.



#### **REFERENCE**

Where the exchange or removal of meters is being conducted as part of remedying the matter, Parties must conform to relevant and appropriate legislation and be RGMA compliant.

Once supply has been Disconnected or Cut-Off under the powers conferred by Schedule 2B paragraphs 2, 3, 10, 11 and 18, there is no obligation to Reconnect (or restore) the supply<sup>2</sup> until either:

- the Consumer is no longer the owner or occupier of the premises; or
- the Consumer has made good the default or remedied the matter and has paid the reasonable costs associated with any Disconnection, Cut-Off, Reconnection of or Re-establishment of supply at the premises.

Appendix 2, section 8.9 provides commentary on the interpretation of when the Consumer has remedied the matter.

### **5.5 Negotiation of Payment**

#### 5.5.1 Determine elements for invoice

##### **BEST PRACTICE**

Charges may include the assessment of Gas taken, the cost of remedial work, the cost of damage to equipment and the cost of investigation. Invoices should take into account statutory requirements in regards to VAT, CCL and bill presentation.

#### 5.5.2 Serve Invoice and Demand Payment

##### **BEST PRACTICE**

Parties should make reasonable efforts to identify to whom charges should be levied. Wherever possible, Suppliers should ensure the assessment of charges should be completed on site with the aim of agreeing the assessment with the Consumer or their representative. The aim should be to secure payments on site. Where this is not possible, an interim assessment should be completed and the final assessment completed and issued to the Consumer. For the avoidance of doubt there is no requirement on Parties to accept cash payments on site.

#### 5.5.3 Assess ability to pay and agree payment arrangements

##### **OBLIGATION**

Where a debt is now present, the following shall apply:

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<sup>2</sup> See paragraph 19(2) of Schedule 2B to the Gas Act 1986

- Have appropriate credit management policies and guidelines, including clear guidance and training for staff;
- Allow for Consumers to be dealt with on a case-by-case basis; and
- Put in place appropriate controls to ensure that staff incentives do not drive inappropriate behaviour;

#### **BEST PRACTICE**

- Make it easy for Consumers to raise concerns;
- Proactively explore payment amount and appropriate payment methods;
- Set repayment rates taking into account ability to pay ;
- Ensure all available information is obtained and taken into consideration, including the Consumers' circumstances identified on the visit;
- Ensure the Consumer understands the arrangement which will include:
  - how much they are repaying each week;
  - when the debt will be repaid; and
  - what to do if they experience difficulties.
- For PPM Consumers this includes explaining how the debt will be recovered e.g. regardless of usage for time based debt recovery.
- Monitor arrangements after they have been set up e.g. broken or failed arrangements to understand whether inappropriate rates are being set. It may be necessary to revisit the Consumer.

#### **REFERENCE**

The OFT has also issued guidance for debt collectors on how to deal fairly with debtors. It is expected that Suppliers will take due note of the OFT guidance as part of their contractual or policy arrangements (or both) with debt collection agencies.

See in particular:

OFT guidance for all businesses engaged in the recovery of Consumer credit debts July 2003 as updated in November 2011 and as amended from time to time <sup>3</sup>.

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<sup>3</sup> OFT debt collection guidance, Final Guidance on unfair business practices. October 2011  
[http://www.of.gov.uk/shared\\_of/business\\_leaflets/consumer\\_credit/oft664.pdf](http://www.of.gov.uk/shared_of/business_leaflets/consumer_credit/oft664.pdf)

Suppliers will comply with SLC 27 to take all reasonable steps to ascertain the Consumer's ability to pay and to take this into account when calculating instalments. Criteria for what are (to the Supplier) acceptable terms and conditions of any agreements reached must be specified, for example installation of a prepayment meter, minimum “up front” payment (if required), size and number of instalments, methods of payment, etc. Where a supplier wishes to collect debt associated with a Theft via a prepayment meter, it must comply with the requirements of the Gas (Prepayment Meter) Regulations 2006.

Suppliers must offer such Consumers the facility to pay by:

- payment deducted at source from a social security benefit received by a Consumer (Fuel Direct); and
- regular instalments calculated in accordance with a Consumer's ability to pay and paid through a means other than a PPM.

Standard licence condition 12A.12(b) of the Gas Supply Licences oblige licensees to take into account an occupant's ability to pay when calculating instalments.

Standard licence condition 12A.12(c) of the Gas Supply Licences require that, where there may be an occupant who is of pensionable age, disabled or chronically sick and/or who will have difficulty paying all or part of the Charges for Theft of Gas, the licensee must offer the chance to pay the Charges by using a prepayment meter before seeking to Disconnect the premises.

Standard licence condition 12A.12(e) of the Gas Supply Licences obliges licensees to have (and ensure that any Representative has) sufficient evidence to establish (on the balance of probabilities) the statutory right to Disconnect before stopping the supply of gas to the premises on grounds of Theft of Gas.

## 5.6 Cut-Off or Disconnection of Supply for reasons of Theft of Gas

### **BEST PRACTICE**

Parties should not Cut-Off or Disconnect a premises where to do so would Cut-Off or Disconnect other premises that are not associated with the Theft of Gas incident unless there is a serious safety concern.

Where Parties Cut-Off or Disconnect, they should be clear and record on what authority they are exercising their powers.

### **REFERENCE**

Parties have powers to Cut-off or Disconnect Consumers that are likely to be relevant in circumstances where Theft of Gas is confirmed. In some instances, Parties' powers to Cut-Off or Disconnect arise when a specific offence has been committed. In other instances, no specific offence is required.

For the avoidance of doubt, this CoP does not seek to grant additional rights to signatories. In certain circumstances, it may seek to advise on use of Parties' rights.

For the avoidance of doubt, Parties may have additional statutory powers to Disconnect or Cut-Off that are not set out in Appendix 2, for example in relation to unpaid charges for gas supply.

Whilst the statutory powers set out in Appendix 2 may be available to Parties in circumstances where safety issues arise (i.e. when there is sufficient evidence to satisfy the relevant conditions for exercising one or more specific powers for example, prevented the gas meter from duly registering the quantity of gas supplied), unlike Transporters, Suppliers do not have broad statutory powers to Cut-Off a premises on the basis of general safety concerns.

In particular, Suppliers do not have any statutory powers to Cut-Off or Disconnect on safety grounds under the provisions of the Gas Safety (Rights of Entry) Regulations 1996.

Ultimately it will be a matter for a Party to decide what action may legally be taken in the event of safety concerns. Where a Party Disconnects or Cuts-Off a premises it must ensure that it has a clear legal basis for do so (and therefore must satisfy all the relevant conditions which apply to the use of powers to Disconnect or Cut-Off the supply).

## 5.7 Updating and maintenance of records following investigations

### **BEST PRACTICE**

The Parties should ensure the outcome of a site visit is updated on to their systems as soon as is reasonably practical after the site visit is completed. Any written documentation no longer required as part of the investigation should either be destroyed or stored securely. Where possible, notes of visits to Consumers' premises should be recorded within 24 hours of the visit.

On conclusion of the investigation, the relevant Parties' systems should be updated with the final outcome. Parties should ensure Consumer data, relevant to the investigation, is retained no longer than reasonably required necessary.

Each Party should maintain, as appropriate, records in relation to its operation in accordance with the guidance set out in Appendix 3.

Where theft is confirmed and the investigation concluded but the matter has not been remedied, the incoming Supplier should be notified by the outgoing Supplier of the completed investigation. Where the incoming Supplier requests further details, only facts and no opinions should be shared. Any information transferred should be subject to the Parties' Data Protection policies and procedures. A list of data items which Parties can potentially transfer between themselves is set out in section 1.1.1 of the Privacy Impact Assessment.

### **REFERENCE**

Standard licence condition 12A.13 of the Gas Supply licences obliges licensees to keep a record of its compliance with standard licence condition 12A.

## 5.8 Reports

### **OBLIGATION**

The Supplier must provide a report to each Transporter setting out suspected and confirmed incidents of Theft of Gas investigated. Appendix 3 sets out the form and the manner reasonably requested by Transporters.

The Transporter must provide a report setting out the number of suspected and confirmed incidents of Theft of Gas investigated.

Parties must provide to the SPAA Secretariat the information which is set out in sections 8.1 and 8.2 of Appendix 3 by the 28<sup>th</sup> February each year, using the reporting templates set out in Attachment 1. All Parties must report statistics on Theft that has been concluded in the previous calendar year to 31<sup>st</sup> December.

The SPAA Secretariat shall provide, by the end of April of each year to the Authority, a consolidated report of the collated information. The SPAA Secretariat shall confirm to the SPAA Executive Committee that the consolidated report has been sent to the Authority within the required timescales. Prior to the consolidated report being sent to the Authority, the SPAA Secretariat shall sense-check the content of the report with individual Parties.

### **REFERENCE**

Suppliers are required to provide information to the Transporter for the purpose of preventing and detecting Theft of Gas when the Transporter makes a reasonable request. Under this condition, Suppliers are also required to inform the Transporter when they become aware of an actual or suspected gas theft.

In particular, see:

- Gas Supply Licence SLC17 (Mandatory exchange of information)

Standard licence condition 12A.15 of the Gas Supply licences obliges licensees to provide the Authority with information regarding compliance with standard licence condition 12A.

## 5.9 Prosecution

### **BEST PRACTICE**

Where there is sufficient evidence, Parties may wish to pursue criminal prosecution and/or civil proceedings. Criminal and/or civil proceedings should be instigated wherever possible where the following are involved:

- repeat offenders

- individuals or contractors qualified, or previously qualified, to work on live gas installations or situations
- employees of an organisation involved in the gas supply market
- commercial Consumers
- extensive loss or endangerment to life or property

The presentation of evidence, especially oral presentation, should be covered by appropriate training of staff.

Parties should provide its staff to attend court and act as witnesses as appropriate.

### 5.10 Re-visits

#### **BEST PRACTICE**

There are a number of different reasons why a re-visit may be undertaken. These include:

- High risk Consumer e.g. where there has been previous history of suspected or confirmed Theft of Gas, or where a Consumer has not made contact or responded to attempts to make contact within a reasonable period of time. This will be at Parties' discretion, as information may be held which indicates that a re-visit is not needed. Where the supply at a property has been Cut-Off or Disconnected and not Re-established or Reconnected during the same visit or subsequently, Parties may conduct a return visit to establish if the premises has been illegally Re-connected and Re-established.
- Where there has been a previous history of suspected or confirmed Theft of Gas and a revisit is deemed necessary but the Consumer has switched Supplier, the new Supplier should be notified of all previous completed investigations. Where the incoming Supplier requests further details, only facts and no opinions should be shared.
- Where a premises has been Cut-Off or Disconnected and a potential Vulnerable Customer is subsequently identified. In this case, the re-visit should take place within 24 hours of the identification to assess whether under section 4.8 the Consumer should remain Cut-Off or Disconnected. Where access cannot be obtained then follow-up action should take place e.g. contact by phone, written information left at the premises or a further visit at a different time of day. Where Vulnerability has subsequently been identified, appropriate care agencies or social services contact details should be provided to the Consumer.

## **APPENDICES**

### **1. Relevant statutory and regulatory provisions**

- Electricity and Gas Acts
- Theft Act 1968 and Theft Act 1978
- Criminal Damage Act 1971
- Criminal Law Act 1977
- Accessories and Abettors Act 1861
- Relevant Statutory Instruments - ESQCR
- Gas Safety Rights of Entry Regulations
- Gas Supply/Shipper/Transporter

### **2. Disconnections**

### **3. Reporting**

### **4. Calculator for assessment of unrecorded units**

### **5. General Qualification of RP Staff**

### **6. Examples of where Theft of Gas is suspected or confirmed**

### **7. Process diagrams for dealing with reports of suspected Theft of gas**

**6 APPENDIX 1**

This Appendix is intended to enable Parties to gain a broad understanding of relevant statutory and regulatory provisions and to pinpoint where obligations are set out. The information set out below is intended for guidance only and should not be relied on. Parties should take their own legal advice where interpretation of statutory and regulatory provisions is needed. This appendix is up to date as at 02 November 2012.

**GENERAL LEGISLATION IMPACTING ON ENERGY THEFT**

<b>Act</b>	<b>Section</b>	<b>Offence</b>	<b>Application</b>
Theft Act 1968	Section 1- Theft definition  Sections 2-6 interpret the terms of the Section 1 definition	To dishonestly appropriate property belonging to another with the intention of permanently depriving that other of it.	Catch all for theft of gas
	Section 17 – False accounting	To destroy, deface, conceal or falsify any account or any record or document made or required for any accounting purpose.	Tampering with a meter which affects the register.
Fraud Act 2006 (repealed sections 1 and 2 of the Theft Act 1978)	Section 11 – Obtaining services dishonestly	A person is guilty of an offence if he obtains services for himself or another by a dishonest act, and when he obtains them, he knows that they are being made available on the basis that payment has been, is being or will be made for or in respect for them, but intends that payment will not be made, or will not be made in full.	Not coming forward when moving into a property. User of fraudulent PPM key devices.
Criminal Damage Act 1971	Section 1 – Causing criminal damage	Without lawful excuse to destroy or damage any property.	Damage caused by Tampering, particularly if deliberate
Criminal Law Act 1977	Section 1 – Conspiracy	To agree with another person or persons a course of conduct which, if carried out as per the intentions, would constitute commission of an offence by one or more parties to the agreement.	Devices such as the fraudulent PPM key. Need to prove complete chain from manufacture to use. Cases may be heard in Crown Court.
Accessories and Abettors Act 1861	Section 8 – Abettors in misdemeanours	To aid, abet, counsel or procure the commission of any indictable offence.	Devices such as the fraudulent PPM key. Need to prove complete chain from manufacture to use. Cases may be heard in Magistrates Court.



**LEGISLATION AND LICENCE CONDITIONS RELATING SPECIFICALLY TO THEFT OF GAS AND TAMPERING**

This Section is subdivided as to requirements in:

- Primary legislation (Statute Law);
- Secondary Legislation (mainly Statutory Instruments); and
- Licence Conditions (Supply and Distribution)

**Primary Legislation**

<b>Legislation</b>	<b>Section/Clause/Condition</b>	<b>Details</b>	<b>Obligation/Right/Risk</b>	<b>Party affected</b>
Gas Act 1986	Section 9(1)(a)	General powers and duties Duty to develop and maintain an efficient and economical pipe-line system for the conveyance of gas.	Obligation	Transporter
	Section 9(1A)	General powers and duties Duty to facilitate competition in the supply of gas.	Obligation	Transporter
	Section 10(3), (9)	Duty is to connect and maintain the connection of certain premises  The Transporter has a duty to maintain a connection until such time as it is no longer required by the owner or occupier of the premises.  The above duty does not apply if circumstances exist which would or might involve danger to the public, and the Transporter has taken all such steps as it was reasonable to take to both prevent the circumstances from occurring and from having that effect.	Obligation and implicit right to disconnect	Transporter

Legislation	Section/Clause/ Condition	Details	Obligation/ Right/Risk	Party affected
	<p>Schedule 2B</p> <p>Paragraph 2(1) and 2(2)</p>	<p>Consumption of gas to be ascertained by meter</p> <p>A consumer must take a supply of gas through a meter which does not contravene section 17 of the Gas Act 1986 and which is of a type appropriate for the registering the quantity of gas supplied.</p> <p>Where a consumer fails to do (or agree to do) the above, a Transporter may disconnect and/or refuse to connect the consumer’s premises and a Supplier may cut off the supply of gas to those premises.</p>	<p>Obligation and Right to disconnect</p>	<p>Supplier and Transporter / Consumer</p>
	<p>Schedule 2B</p> <p>Paragraphs 3(1) to 3(3)</p>	<p>Meters to be kept in proper order</p> <p>Where a consumer fails to keep in proper order any meter which belongs to him, or which is hired or lent to him by someone other than a Transporter or Supplier, then a Transporter is entitled to disconnect, and a Supplier is entitled to cut off the supply of gas to his premises.</p> <p>However, where a meter is owned by a Transporter or Supplier, or lent or hired to a consumer by a Transporter or Supplier, then the Transporter or Supplier is obliged to keep the meter in proper order for correctly registering the quantity of gas supplied.</p>	<p>Obligation and Right to disconnect</p>	<p>Supplier and Transporter / Consumer</p>
	<p>Schedule 2B</p> <p>Paragraph 9</p>	<p>Supplies of Gas illegally taken</p> <p>A Transporter is entitled to recover the value of gas taken. This applies where (i) the supply has been taken in the course of being conveyed; or (ii) an unauthorised Reconnection has been made and the supply is taken otherwise than in pursuance of a contract, deemed contract, or former tariff customer contract scheme with a Supplier.</p>	<p>Right to recover (but no right to disconnect)</p>	<p>Transporter</p>

Legislation	Section/Clause/Condition	Details	Obligation/Right/Risk	Party affected
	Schedule 2B  Paragraph 10	Injury to gas fittings and Tampering with meters  Where a person commits an offence by, intentionally or by culpable negligence, injuring or allowing to be injured any gas fitting provided by a gas Transporter or Supplier, that Transporter or Supplier may disconnect the premises of, or cut off the supply of gas to, the person offending.	Right to Disconnect and Cut-Off supply.	Transporter and Supplier
	Schedule 2B  Paragraph 11	Restoration of supply without consent  Where a premises has been disconnected by a Transporter or Cut-Off by a Supplier, no person shall, without consent from the Party who carried out the Disconnection or Cut-Off, reconnect the premises or restore the supply.  The Trans or Supplier may Disconnect or Cut-Off a restored connection.	Right to Disconnect	Supplier and Transporter
	Schedule 2B  Paragraph 12	Failure to notify connection or disconnection of service pipe  No person shall connect any meter with a service pipe through which gas is conveyed to any premises by a Transporter, or disconnect any meter from any such pipe, unless he has given notice in the prescribed form of his intention to do so to the Transporter or Supplier.	Obligation	Relevant person
	Schedule 2B  Paragraph 13	Failure to notify disconnection of meter  Where a person completely disconnects a meter, they are obliged to ascertain the name and address of the owner of the meter and inform the owner of the disconnection and the address at which the meter will be available for disconnection.	Obligation	Relevant person

Legislation	Section/Clause/Condition	Details	Obligation/Right/Risk	Party affected
	Schedule 2B  Paragraph 18	Improper use of gas  Where a consumer improperly uses or deals with gas so as to interfere with the efficient conveyance of gas, a Transporter may disconnect the consumer's premises.	Right to disconnect	Transporter
	Schedule 2B  Paragraph 19	No obligation to restore supply where a consumer is in default  Where a Transporter or Supplier has disconnected/cut off premises pursuant to certain powers in Schedule 2B, they shall not be under any obligation to reconnect a consumers premises or resume supply of gas until the consumer either is no longer an owner or occupier of the premises or, has made good the default and has paid reasonable expenses of disconnecting and reconnecting or cutting off and restoring supply.	Right to withhold reconnection	Supplier and Transporter
	Schedule 2B  Paragraph 23	Entry during continuance of supply  A person authorised by a Transporter, Supplier, or shipper has the right to enter the premises for certain purposes including the inspection of gas fittings.  Note that powers of entry are subject to the provisions of the Rights of Entry (Gas and Electricity Boards) Act 1954.	Right of entry	Supplier, Transporter and shipper.

Legislation	Section/Clause/ Condition	Details	Obligation/ Right/Risk	Party affected
	<p>Schedule 2B</p> <p>Paragraph 24</p>	<p>Entry on discontinuance of supply</p> <p>A person authorised by a Transporter or Supplier may enter a premises in order to disconnect, cut off or discontinue the supply of gas to those premises, or remove any meter or other gas fittings owned by the Transporter or Supplier in circumstances where:</p> <p>the Transporter or Supplier is authorised by the Gas Act 1986 to disconnect or cut off/discontinue supply to premises;</p> <p>a person occupying a premises supplied with gas by a Supplier ceases to require a supply of gas;</p> <p>a person entering into occupation of any premises previously supplied with gas by a Supplier does not take a supply of gas.</p> <p>This power of entry requires prior notice of 24 hours in the case of occupied a premises and 48 hours in the case of unoccupied premises. Note that there are no exceptions for the notice requirements where paragraphs 10 and 18 of Schedule 2B apply.</p> <p>Note that powers of entry are subject to the provisions of the Rights of Entry (Gas and Electricity Boards) Act 1954.</p>	<p>Right of entry</p>	<p>Supplier and Transporter</p>

Legislation	Section/Clause/Condition	Details	Obligation/Right/Risk	Party affected
	Schedule 2B  Paragraph 25	<p>Entry following discontinuance of supply</p> <p>A person authorised by the Transporter or Supplier may enter the premises for the purpose of ascertaining whether the premises have been reconnected, or the supply has been restored, without the relevant consent.</p> <p>Note that this provision does not apply where the disconnection was made pursuant to health and safety legislation.</p> <p>Note also that powers of entry are subject to the provisions of the Rights of Entry (Gas and Electricity Boards) Act 1954.</p>	Right of entry	Supplier and Transporter
	Schedule 2B  Paragraph 28	<p>Provisions as to powers of entry</p> <p>Powers of entry requires a Transporter, Supplier and shipper to:</p> <p>take all reasonable steps to ensure that any officer authorised to exercise powers of entry pursuant to Schedule 2B is a fit and proper person;</p> <p>ensure that a premises subject to powers of entry are left no less secure than the state prior to entry</p> <p>to make good or pay compensation for any damage caused when exercising powers of entry.</p> <p>Also provides for an offence of intentionally obstructing any officer exercising powers of entry conferred by Schedule 2B.</p>	Right of entry and obligations	Supplier, Transporter and shipper

**Secondary legislation**

Legislation	Section/Clause/Condition	Details	Obligation/Right/Risk	Party affected
Gas Safety (Rights of Entry) Regulations 1996,	Regulation 4	<p>Escapes of Gas</p> <p>Disconnection on grounds of a reasonable cause to suspect that gas conveyed by the Transporter is</p>	Right of entry and to disconnect	Transporter

		escaping (the power enables any officer authorised by the Transporter to “enter the premises to carry out any work necessary to prevent the escape and take any other steps necessary to avert danger to life or property”).		
	Regulation 5	<p>Inspection, testing, disconnection etc Disconnection for the purpose of averting danger to life or property (the power includes rights of entry for the purposes of checking any gas fitting, service pipe etc).</p> <p>Note that the effect of section 48(1A) of the Gas Act 1986 appears to be that, depending on the terms of any written authorisation given by the Transporter, any officer of an agent may be entitled to exercise this power on behalf of the Transporter.</p>	Right of entry and to disconnect	Transporter

### Transporters Licence

Legislation	Section/Clause/Condition	Details	Obligation/Right/Risk	Party affected
Transporters Licence (Standard Conditions)	SLC 7.1	<p>Provision of information relating to gas illegally taken</p> <p>Where it appears that paragraph 9(1) or 9(2) of Schedule 2B to the Gas Act 1986 may apply a Transporter is obliged to investigate the matter, and subject to the outcome of that investigation, use its reasonable endeavours to recover the value of any gas taken.</p>	Obligation	Transporter
	SLC 7.2	<p>Provision of information relating to gas illegally taken</p> <p>Where it appears that Paragraph 9(1) of Schedule 2B to the Gas Act 1986 might have applied but for the fact that the gas was taken in the course of being conveyed from primary to secondary sub-deduct a premises; or that Paragraph 9(2) of Schedule 2B to the Gas Act 1986 might have applied but for the fact that the gas taken had been conveyed from primary to secondary sub-deduct a premises, a Transporter is obliged to investigate the matter, and subject to the outcome</p>	Obligation	Transporter

Legislation	Section/Clause/Condition	Details	Obligation/Right/Risk	Party affected
		of that investigation, use its reasonable endeavours to recover the value of the gas taken.		

### Shipper Licence

Legislation	Section/Clause/Condition	Details	Obligation/Right/Risk	Party affected
Shippers Licence (Standard Conditions)	SLC 3.2	<p>General obligations in respect of use of relevant Transporter’s pipe line system</p> <p>A shipper shall not knowingly or recklessly pursue any course of conduct (either alone or with some other person) which is likely to prejudice the safe and efficient operation, from day to day, by a relevant Transporter of its pipe-line system.</p>	Obligation	Shipper
	SLC 9.1 and 9.2	<p>Provision of information relating to gas illegally taken</p> <p>If a shipper receives a reasonable request from a relevant Transporter for information for the purposes of preventing or detecting the taking of a supply of gas [and paragraphs 1, 2 or 5 of SLC 7 of the Transporters Licence apply], then the shipper must provide that information [subject to paragraphs 3 to 5 of SLC 9 of the Shippers Licence].</p> <p>If the shipper becomes aware of the actual or suspected taking of a supply of gas where the gas had been conveyed to a premises or the gas was in the course of being so conveyed through a service pipe, then the shipper must inform the relevant Transporter, and if reasonably practicable, give a reasonable estimate of the volume or amount of gas taken.</p>	Obligation to give information	Shipper



**Supply Licence**

<b>Legislation</b>	<b>Section/Clause/Condition</b>	<b>Details</b>	<b>Obligation/Right/Risk</b>	<b>Party affected</b>
Gas Supply Licence (Standard Conditions)	SLC 12A.1 and 12A.2	The licensee and its Representatives must take all reasonable steps to secure achievement of the 'Objective' – being (a) detection of Theft of Gas, investigation of suspected Theft of Gas, prevention of Theft of Gas once detected, and prevention of Theft of Gas by other means; and (b) when taking those steps, behaving in a fair, transparent, not misleading, appropriate and professional manner; and taking into account whether Domestic Customers and/or the occupiers of Domestic Premises who are of Pensionable Age, disabled or chronically sick will have difficulty in paying all or part of the relevant charges.	Objective in respect of Theft of Gas	Supplier
	SLC 12A.12 to 12A.16	The licensee must comply with certain specified standards in respect of Theft of Gas investigations, treatment of vulnerable occupiers, disconnections, provision of information to occupiers, and record keeping.	Obligation in respect of Theft of Gas investigations and recovery of charges	Supplier
	SLC 13.1	<p>Arrangements for site access</p> <p>A Supplier must take all reasonable steps to ensure that each representative who visits a customers premises on their behalf:</p> <ul style="list-style-type: none"> <li>possesses the skills necessary to perform the required function;</li> <li>can be readily identified as a representative of the licensee by a member of the public ;</li> <li>uses any password that the licensee has agreed with the customer;</li> <li>is a fit and proper person to visit and enter the customer’s premises; and</li> <li>is able to inform the customer, on request, of a contact point for any help and advice that he may require in relation to the supply of gas.</li> </ul>	Obligation	Supplier

Legislation	Section/Clause/Condition	Details	Obligation/Right/Risk	Party affected
	SLC 17.3 and 17.4	<p>Information to Relevant Transporter about gas illegally taken</p> <p>If the licensee receives a reasonable request from a Relevant Transporter for information for the purposes of preventing or detecting the taking of a supply of gas [and paragraphs 1, 2 or 5 of SLC 7 of the Transporters Licence apply], then the licensee must provide that information as soon as reasonably practicable after receiving the request.</p> <p>If the licensee becomes aware of the actual or suspected taking of a supply of gas where the gas had been conveyed to a premises or the gas was in the course of being so conveyed through a service pipe, then the licensee must inform the relevant Transporter, and if reasonably practicable, give a reasonable estimate of the volume or amount of gas taken.</p>	Obligation to give information	Supplier
	SLC 17.5	<p>Information to Relevant Shipper about meter connections and disconnections</p> <p>If the licensee receives a notice of the kind referred to in sub paragraph 12(1) or (3) of Schedule 2B to the Gas Act (notice in relation to a connection or disconnection of service pipes), it must provide a copy of that notice or information to the Relevant Shipper as well as any other information relating to the meter which is requested by that shipper which the licensee may have or may readily obtain.</p>	Obligation to give information	Supplier

Legislation	Section/Clause/Condition	Details	Obligation/Right/Risk	Party affected
	SLC 17.6	<p>Information to relevant shipper about meter connections and disconnections</p> <p>If a Supplier intends to disconnect or has disconnected any meter from any such pipe, it must give the Relevant Shipper the equivalent notice and information, at the equivalent times, that would, because of paragraph 12 of Schedule 2B to the Gas Act 1986, have been required to be given to the Relevant Transporter if the disconnection had been performed by a person other than the licensee.</p> <p>This obligation to give information applies in relation to any secondary premises as if gas were conveyed to those premises by a Transporter (SLC 17.7).</p> <p>However, this obligation does not apply if the licensee is both the Relevant Supplier and the Relevant Shipper for the premises (SLC 17.8).</p>	Obligation to give information	Supplier
	SLC 27.5,27.6 and 27.8	<p>Customers in payment difficulty</p> <p>A Supplier must offer the following services when it becomes aware or has reason to believe that a domestic customer is having or will have difficulty paying all or part of charges for the supply of gas:</p> <p>the deduction of payments from social security benefits;</p> <p>by regular instalments (other than via a pre-payment meter) which take into account the customer's ability to pay;</p> <p>by using a pre-payment meter where it is safe and reasonably practicable in all the circumstances for the customer to do so and ; and</p> <p>information about how charges for the supply of gas could be reduced by using gas more efficiently.</p>	Obligation	Supplier

Legislation	Section/Clause/ Condition	Details	Obligation/ Right/Risk	Party affected
	SLCs 27.9 to 27.11A	<p>Disconnection for unpaid charges</p> <p>A Supplier must not disconnect a domestic premises at which a domestic customer has not paid charges for the supply of gas:</p> <p>unless it has first taken all reasonable steps to recover those charges by using a prepayment meter (SLC 27.9); in winter, if the licensee knows or has reason to believe that the customer is of pensionable age and lives alone or lives only with persons who are of pensionable age or under the age of 18 (SLC 27.10); or</p> <p>in winter, if the occupants of the premises include a person who is of pensionable age, disabled or chronically sick (SLC 27.11.)</p> <p>The licensee shall, before it exercises any right of disconnection, take all reasonable steps to ascertain whether the domestic customer falls within the scope of SLC 27.10 or the restriction on the right to disconnect in SLC 27.11 applies (SLC 27.11A).</p>	Obligation /prohibition	Supplier

## 7 APPENDIX 2 – CUT-OFF and DISCONNECTION

This Appendix is intended to enable Parties to gain a broad understanding of relevant provisions on Cut-Off and Disconnection and to pinpoint where obligations are set out. The information set out below is intended for guidance only and should not be relied on. Parties should take their own legal advice where interpretation of statutory and regulatory provisions is needed. This appendix is up to date as at 02 November 2012.

### 7.1 Gas meter damage and suspected Theft of Gas

A summary of the elements of each Relevant Offence and Parties' powers to Cut-Off or Disconnect for gas meter damage and suspected Theft of Gas is set out below:

The elements of these offences are made out when a person has:

- injured or allowed to be injured a gas fitting<sup>4</sup> provided by a Party, or any service pipe<sup>5</sup> by which any premises are connected to such a Transporter's main;<sup>6</sup> or
- altered the index to a gas meter<sup>7</sup>; or
- prevented the gas meter from duly registering the quantity of gas conveyed or supplied<sup>8</sup>; and
- has done so either intentionally or by culpable negligence<sup>9</sup>.

The power to Cut-Off or Disconnect only applies to the premises of the offender, rather than the premises where the offence was committed<sup>10</sup>. On this basis, in order to Cut-Off or Disconnect the premises where the meter damage or Theft of gas occurred, the Party must prove that the current occupier was the offender.

Where a Party has Cut-Off or Disconnected premises pursuant to the above power, the Party who Cut-Off or Disconnected the premises is not under an obligation to restore the connection<sup>11</sup> until either:

- the Consumer is no longer an owner or occupier of the premises, or

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<sup>4</sup> Section 48(1) defines "gas fittings" as "pipes and meters, and fittings, apparatus and appliances designed for use by consumers of gas for heating, lighting, motive power and other purposes for which gas can be used"

<sup>5</sup> Section 48(1) defines "service pipe" as "a pipe, other than a distribution main of a [gas transporter], which is used for the purpose of conveying gas from such a main to any premises, and includes part of any such pipe".

<sup>6</sup> See paragraph 10(1)(a) of schedule 2B to the Gas Act 1986.

<sup>7</sup> See paragraph 10(1)(b) to the Gas Act 1986.

<sup>8</sup> See paragraph 10(1)(c) of schedule 2B to the Gas Act 1986.

<sup>9</sup> Further consideration on the definition of "culpable negligence" is set out in section 8.

<sup>10</sup> See paragraph 10(2) of schedule 2B to the Gas Act 1986 (which refers to "the person so offending").

<sup>11</sup> See paragraph 19(2) of schedule 2B to the Gas Act 1986.

- the Consumer has made good the default or remedied<sup>12</sup> the matter and has paid the reasonable costs associated with any Cutting-Off, Disconnecting, Re-establishing and Reconnecting of the premises.

## **7.2 Failure to take a supply through a meter**

The effect of paragraph 2 of schedule 2B appears to be that Parties may Cut-Off or Disconnect the premises in circumstances where a Consumer:

- fails to take his supply through a meter;
- take his supply through a meter which contravene section 17 (e.g. a meter which has not been stamped); or
- fails to take his supply through a meter which is of a type appropriate for registering the quantity of gas supplied.

Section 17(11) of the Gas Act 1986 provides that it is an offence to supply gas through a meter which has not been stamped in accordance with section 17 of the Gas Act. However, where this offence occurs due to the actions or failure of some other person (e.g. this could be the case where a person fits a meter that has not been stamped, section 17(12) provides that the other person shall be guilty of the offence.

Under section 19(2) of the Gas Act, that Party is under no obligation to Reconnect or Re-establish the Consumers' premises until either:

- the Consumer is no longer an owner or occupier of the premises, or
- the Consumer has made good the default or remedied the matter and has paid the reasonable costs associated with any Cut-Off, Disconnection, Re-establishing and Reconnection of the premises.

## **7.3 Failure to keep a meter in proper order**

The effect of paragraph 3 of schedule 2B is that a Party may Cut-Off or Disconnect the premises (or, as the case may be, cut off the supply) where a Consumer has failed to keep a meter in proper order for correctly registering the quantity of gas provided the following conditions are satisfied:

- the meter was provided by the Consumer, or lent or hired to him and owned by someone other than a Party; and
- that meter is used to register the quantity of gas supplied.

For the avoidance of doubt, this provision does not appear to give rise to any Cut-Off or Disconnection powers in circumstances where a Party owns the meter which has been lent or hired to the Consumer.

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<sup>12</sup> Further consideration on the meaning of the term “remedied” is set out in section 9.

## 7.4 Restoration of supply without consent

The elements of this offence are made out when a Party has Cut-Off or Disconnected premises (or cut off supply) otherwise than pursuant to an excluded power<sup>13</sup> and a person has Re-connected or Re-established the supply to those premises without the relevant consent<sup>14</sup>. The relevant consent must be given by either:

- the Transporter that Disconnected the premises (where the premises are Reconnected), or
- where the supply was Cut-Off by a Supplier;
- the Supplier who Cut-off the supply; or
- a Supplier that is about to become the Supplier to that premises<sup>15</sup> (where the supply is restored).

Where the above offence has occurred, the Party (whichever made the original Cut-Off or Disconnection) may Cut-Off or Disconnect the premises again<sup>16</sup>.

Where a Party has Cut-Off or Disconnected premises (or, as the case may be, cut off supply) pursuant to the above power, the Party who Cut-Off or Disconnected the premises is under no obligation to restore the connection<sup>17</sup> until either:

- the Consumer is no longer the owner or occupier of the premises; or
- the Consumer has made good the default or remedied the matter and has paid the reasonable costs of Disconnecting and Reconnecting the premises associated with any Disconnection and Reconnection of the premises.

In relation to restoration of supply without consent, the Consumer is defined as the owner of the premises at the time the supply was illegally restored:

- if the premises was unoccupied at the time; or
- the restoration made by him or on his behalf.

In all other cases the Consumer will be the occupier of the premises at the time that the restoration of supply without consent was made.

## 7.5 Improper use of gas

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<sup>13</sup> The excluded powers are stated to be: paragraph 20, 21, or 22 of Schedule 2B to the Gas Act 1986 (although these provisions have been repealed); regulations made under section 18(2) or 18A(1) of the Gas Act 1986; and regulations made under section 15 of the Health and Safety at Work etc Act 1974.

<sup>14</sup> See paragraph 11(1) of schedule 2B to the Gas Act 1986.

<sup>15</sup> See paragraph 11(3) of schedule 2B to the Gas Act 1986.

<sup>16</sup> See paragraph 11(2)(b) of schedule 2B to the Gas Act 1986.

<sup>17</sup> See paragraph 19(2) of schedule 2B to the Gas Act 1986.

Transporters have a further right to Disconnect the premises of a Consumer<sup>18</sup>. A Transporter may, if it thinks fit, Disconnect the premises of a Consumer who improperly uses or deals with gas so as to tamper with the efficient conveyance of gas (to that Consumer or to any other person) by that Transporter.

## **7.6 Other offences**

Only the specific offences outlined above trigger the stated statutory powers to Disconnect. A Party would be unable to exercise such statutory powers on the grounds that any other energy Theft offence has been committed, e.g. the Theft of gas contrary to section 1 of the Theft Act 1968.

## **7.7 Disconnections on safety grounds**

Under these regulations only an officer authorised by a Transporter has the power to Disconnect under regulations 4 or 5 (i.e. in order to “avert danger to life or property”). However, the effect of section 48(1A) of the Gas Act 1986 is that, depending of the terms of any written authorisation given by a Transporter, an officer of an agent may be entitled to exercise this power on behalf of a gas transporter.

## **7.8 Culpable negligence**

It is considered that the concept of culpable negligence in relation to the offences of injuring gas fittings or Tampering with gas meters must be considered in the context of the Consumer having a duty of care<sup>19</sup> linked to the elements of the Relevant Offences (e.g. a duty not to tamper with a gas meter), but it is important to recognise that a breach of that duty will only occur where a person is proven to have intended to breach that duty or was culpable negligent.

Given that the Relevant Offences refer to ‘culpable’ negligence it is considered that this must be something more than mere carelessness or negligence and must involve an act or omission which would deserve punishment under the criminal law. It is therefore suggested that the concept of culpable negligence is likely to involve a high degree of negligence (i.e. gross negligence) or recklessness. Therefore, assuming that there is evidence to prove that injury to gas fittings or Tampering to a gas meter has actually occurred, in order for a Consumer to be considered to have been responsible on the basis of culpable negligence, it is considered that it would be necessary to have proof (on the balance of probabilities) of the following elements:

- that the Consumer must have been aware of an act or omission which took place involving a meter (or other gas fittings);

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<sup>18</sup> See paragraph 18 of schedule 2B to the Gas Act 1986.

<sup>19</sup> For the purposes of the Relevant Offences, it is necessary to distinguish between other duties of care relating to a meter or gas fittings. It is noted that a customer’s duty of care in respect of a meter or other associated fittings will normally arise from the common law concept of bailment and therefore there is likely to be a general duty to take reasonable care of a meter until it is returned to its owner. It is also noted that the Gas Act 1986 (see paragraph 3(1) of Schedule 2B) imposes a duty of care (i.e. to keep a meter in proper order for correctly registering the quantity of gas) on the customer in respect of gas meters (but not other gas fittings) which belong to that customer or are lent or hired to that customer and are owned by someone other than a gas transporter or relevant gas supplier. In the case of a meter owned by a gas transporter or relevant gas supplier, the Gas Act 1986 (paragraph 3(3) of Schedule 2B) imposes a duty of care on the transporter or relevant gas supplier to keep a meter in proper order for correctly registering the quantity of gas.



- there was an obvious risk that an act or omission which took place would amount to injury to gas fittings or Tampering to a gas meter;
- the Consumer was indifferent to such an obvious risk or failed to take reasonable steps to address that obvious risk.

Illustrative examples:

By way of illustrative examples it is considered that a Consumer would probably be regarded as being “culpably negligent” if:

- the meter was located inside a secure area of the Consumer’s premises (i.e. inside the house or flat);
- the available evidence suggests that the Consumer was aware that another person was doing something to a meter (or other gas fittings);
- in light of all the circumstances the Consumer must have been aware that such an act could amount to injury to gas fittings or Tampering to a gas meter (e.g. the meter was not being repaired/replaced by an appropriate person and/or the meter subsequently stopped recording consumption); and
- the Consumer did not take any steps to stop the act from occurring or to report any potential problem (e.g. reporting the matter to the police or a Supplier either while the act was occurring or within a reasonable period of time thereafter).

On the other hand, it may be considered that a Consumer is unlikely to be been culpably negligent in circumstances where:

- they have recently moved into a new premises;
- there are no obvious signs that injury to gas fittings or Tampering to a gas meter has occurred (e.g. the meter appears to be recording consumption); and
- there is no evidence to suggest that the injury to gas fittings or Tampering to a gas meter occurred recently or during the period when the Consumer became responsible for the premises.

## **7.9 Remediating the matter**

Providing it is safe to do so, a Supplier (or where applicable a GT) and its RPS should consider all available options for the maintenance of supply, including a prepayment meter, payment by instalments or direct payment from DSS benefits.

Once supply has been Disconnected (or, as the case may be, cut off) under the powers conferred by Schedule 2B paragraphs 2, 3, 10, 11 and 18, there is no obligation to Reconnect (or restore) the supply<sup>20</sup> until either:

- the consumer is no longer the owner or occupier of the premises; or

- the consumer has made good the default or remedied the matter and has paid the reasonable costs of Disconnecting and Reconnecting the premises associated with any Disconnection and Reconnection of the premises.

The remainder of this section provides commentary on the interpretation of when the consumer has remedied the matter.

In the Smith case<sup>21</sup>, Mr Justice Pill indicated that he could not accept that in the case of Theft, the only consideration was for the repair or replacement of the meter whilst ignoring payment for gas stolen. This, he concluded, would place “the honest Consumer who could not pay his bill in a worse position than the thief”. Such a Consumer would have to pay for the gas used in addition to the cost of Disconnection and Reconnection if supply was discontinued. Consequently, Mr Justice Pill expressed the view that “...the expression ‘matter to be remedied’ has ... a broad meaning. The ‘state of things’ created by the offence must be remedied or put right.”

It is therefore considered that “The ‘state of things’ created by the offence” will always depend on the particular circumstances of a given case and therefore it will necessary for the Party to consider what actions and charges are a direct result of the type of injury to gas fittings or Tampering to a gas meter which has occurred.

In considering the interpretation of when the Consumer has remedied the matter, it is expected that Suppliers will therefore only seek to recover their directly foreseeable costs associated with a particular incident. Such costs should not be a penalty imposed by the Supplier but could, for example include the specific investigation costs associated with determining that a Theft has taken place or a genuine pre-estimate of the loss incurred by the Supplier.

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<sup>21</sup> R v Director General of Gas Supply & Another ex parte Smith & Another (31st July 1989 – unreported).

## 8 APPENDIX 3 – REPORTING

### Annual Compliance Reporting

#### 8.1 Gas Suppliers

The following data should be provided by Suppliers in accordance with paragraph 5.8. It should be split between domestic / non-domestic:

##### 8.1.1 Consumer portfolio data

- Number of Consumers supplied at the end of the calendar year;
- Volume of gas supplied to Consumers during the calendar year (GWh)

##### 8.1.2 Suspected Theft of Gas

- Number of suspected incidents of Theft of Gas received by Suppliers<sup>22</sup>;
- Source of information on suspected Theft of Gas:
  - MAM
  - GT
  - MRA
  - Own analysis
  - Tip-offs
  - TRAS
  - Other

##### 8.1.3 Investigation activity

- Number of completed Theft of Gas site investigations;

##### 8.1.4 Confirmed Theft of Gas

- Number of cases of Theft of Gas confirmed after the ECV

Of these, an estimate of the volume of gas theft by Consumers (kWh)

- Number of Consumers billed for Theft of Gas<sup>23</sup>;
- Number of Consumers Cut-Off for reasons of confirmed Theft of Gas, split by:
  - Number of Consumers Cut-Off

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<sup>22</sup> Suspicion meaning sufficient intelligence that would reasonably lead to a site visit for Supplier

<sup>23</sup> meaning where Theft has been confirmed, the Supplier has subsequently issued a bill and payment may or may not have been received

- Number of Vulnerable Customers Cut-Off
- Number of Consumers Re-connected
- Number of Vulnerable Customers Reconnected

#### 8.1.5 Costs Incurred and Revenue Recovered

An estimate of all costs incurred will be determined by the total operating costs incurred for revenue protection activities using the below criteria.

$$\text{Total Revenue (A)} = \text{revenue recovered at the time of remedy (B)} + \text{revenue allocated to debt processes (C)} + \text{revenue written off (D)}$$

A = The total confirmed and finalised amount of revenue illegally abstracted following completion of robust supplier processes.

B = Revenue recovered directly from the customer to fully or in part to remedy the matter.

C = Revenue allocated to some form of debt recovery process to remedy the matter. This could, for example include pre payment metering or debt recovery plan.

D = Revenue identified but not pursued through a debt process.

Only revenue recovered at the time of remedy (B) and revenue allocated to debt processes (C) are required for the SPAA annual report.

For the avoidance of doubt, revenue should include:

- Assessed energy charges
- Assessed meter works fees
- Any associated theft investigation ancillary fees

Figures should be submitted in (£) per year.

#### 8.1.6 Additional information

- Number of warrants applied for (for reasons of theft of gas) during the year;
- Number of warrants granted (for reasons of theft of gas) during the year;
- Number of attempted criminal convictions during the year; and
- Number of successful criminal convictions during the year

## 8.2 Gas Transporters

The following data should be provided by Gas Transporters in accordance with paragraph 5.8. It should be split between domestic / non-domestic.

### 8.2.1 Meter Point portfolio data

- Number of live Meter Points at the end of the calendar year;

- Volume of gas transported across your network to end consumers during the calendar year (GWh)

#### 8.2.2 Suspected Theft of Gas

- Number of suspected incidents of Theft of Gas for which the Gas Transporter is responsible for investigating

#### 8.2.3 Investigation activity

- Number of suspected incidents of Theft of Gas for which the Gas Transporter is responsible for investigating cleared
- Number of suspected incidents of Theft of Gas for which the Gas Transporter is responsible for investigating outstanding

#### 8.2.4 Confirmed Theft of Gas

- Number of cases of Theft of Gas for which the Gas Transporter is responsible for investigating declared valid;
- Number of cases of Theft of Gas for which the Gas Transporter is responsible for investigating declared invalid;
- Number of confirmed cases of Theft of Gas identified before the ECV
  - Of these, an estimate of the volume of gas theft by Consumers (kWh)
- Estimate of the retail market value of the gas illegally taken (£);
- Number of Consumers billed for Theft of Gas;
- Total amount of revenue recovered from Consumers during the year (£);
- Number of Consumers Cut-Off or Disconnected for reasons of confirmed Theft of Gas;
- Number of Vulnerable Customers Cut-Off or Disconnected

#### 8.2.5 Additional information

- Number of warrants applied for (for reasons of theft of gas)during the year;
- Number of warrants (for reasons of theft of gas) granted during the year;
- Number of attempted convictions related to the investigation during the year; Number of successful convictions related to the investigation during the year

## 9 APPENDIX 4 – ASSESSMENT OF UNRECORDED UNITS

The information set out below is intended for guidance only and should not be relied on. No one single method is necessarily appropriate in all cases, and it may be appropriate to use a combination of the assessment mechanisms outlined below. Parties should take their own legal advice where interpretation of statutory and regulatory provisions is needed.

### 9.1 Approach

It is recommended that the SPAA Gas Theft Calculator is completed in order to estimate the gas consumption in a domestic or business property.

The tool is designed to capture an adequate amount of data to come up with a reasonable estimate of the quantity of gas which a home or business could be expected to consume.

This tool can make three different estimates of gas consumption:

#### Baseline Calculation

- This approach estimates the quantity of gas stolen based on the consumption of gas either before or after the theft occurring. If meter readings or annual quantities are available then this approach is best.

#### Domestic Calculation

- If the property is a domestic residence and meter reading or annual quantity data is not available then this calculator should be used to estimate the gas consumption over the theft period.

#### Non-Domestic Calculation

If the property is a non-domestic property and meter reading or annual quantity data is not available then this calculator should be used to estimate the gas consumption over the theft period. Please note that the tool only calculates the quantity of gas stolen in the baseline calculation. In the domestic and non-domestic calculations it estimates what typical consumption would be over the period of the theft. It will be necessary to compare this estimate of consumption against the actual consumption recorded by the meter.

If consumption history is not conclusive and the Consumer will not co-operate by allowing audit of appliances, then typical consumption levels for the type of property should be applied, taking into account where available the type of premises, tariff in use, number of occupants and occupancy patterns (e.g. night working), other fuels available, geographic location, etc.

If any of the above methods are not suitable, ongoing consumption should be monitored

For further information and guidance on the SPAA Gas Theft Calculator, please visit [www.spaa.co.uk](http://www.spaa.co.uk) or contact the SPAA Secretariat at [spaa@electralink.co.uk](mailto:spaa@electralink.co.uk)

## 9.2 General

The following general points should be considered:

- The SPAA Gas Theft Calculator will be subject to periodic updates. Parties will be prompted to download the most up to date version of the Calculator. To download the Calculator, please visit [www.spaa.co.uk](http://www.spaa.co.uk) or contact the SPAA Secretariat at [spaa@electralink.co.uk](mailto:spaa@electralink.co.uk).
- Parties are responsible for determining the final assessment of unrecorded units, having taken into account information held about the Consumers' account history and individual relevant circumstances however this must be as accurate as possible.
- Where the Consumer will not permit an audit of appliances, this should be recorded.
- Attempts should be made to agree with the Consumer the time over which the Theft of Gas has taken place - past consumption history may help. Account should be taken of the date of the last site visit known (e.g. a Meter Reader), if the Theft of Gas is obvious and should have been reported earlier. Account should also be taken of the length of occupancy.

The assessment should be set out in a clear manner and the basis explained to the Consumer, who may be requested to sign to confirm agreement. For the avoidance of doubt, if the Consumer disagreed with the assessment, they have the right to raise this with the Parties. After 8 weeks has elapsed without resolution being reached, the Consumer has the right to raise the matter with the Ombudsman Services Energy and this should be explained to them. The basis of average consumption values as per the SPAA Gas Theft Calculator guidance. For further information and guidance, please visit [www.spaa.co.uk](http://www.spaa.co.uk) or contact the SPAA Secretariat at [spaa@electralink.co.uk](mailto:spaa@electralink.co.uk)

- Whilst conducting the investigation, direct evidence of an appliance in use (e.g. gas central heating) will be noted and witnessed, which may help counter any later claims by a Consumer challenging an assessment that a particular appliance did not exist or was never used.
- The assessment of unrecorded units will generally take the form of "x kWh per annum for y years".. The assessment start period must not precede the supply start date. Some assessment methods will provide for further breakdown, for instance as between summer/winter seasons or on a quarterly basis.

## **9 APPENDIX 5 – QUALIFICATION OF REVENUE PROTECTION STAFF**

The information set out below is intended for guidance only and should not be relied on. Parties should take their own legal advice where interpretation of statutory and regulatory provisions is needed. This appendix is up to date as at 02 November 2012.

Equifax currently provides a general qualification for revenue protection staff.

All persons carrying out meter work should be suitably qualified and the relevant information can be found in IGEM's GMC and/or the MAMCoP.



**10 APPENDIX 6 – EXAMPLES OF WHERE THEFT OF GAS IS SUSPECTED OR CONFIRMED**

<b>Examples</b>	Tampered Meter Reversal Substitute Meter Bridged Supply By- Pass (internal) Illegal Reconnection with unofficial Meter Illegal connection to service pipe (T'd supply)	Seal Tampering Prepayment Meter Unauthorised use of legitimate bypass Unauthorised re-connection Blank register screen
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## SCHEDULE 42

### Supply Point Administration Agreement

#### The Procedure for Sharing Priority Services Data

Version: [\[+0TBC\]](#)

Status:

Domestic Suppliers	Mandatory
I&C Suppliers	Voluntary
Large Transporters	Mandatory
Small Transporters	Mandatory

Effective Date: [\[~~29 June 2018~~TBC<sup>1</sup>\]](#)

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<sup>1</sup> [To be implemented at CSS Go Live as part of Switching Significant Code Review](#)

**Change History:**

<b>Version Number</b>	<b>Status</b>	<b>Date of Issue</b>	<b>Reason for Change</b>
0.1	For Review	16 February 2017	Review by CP16/370 Work Group
1.0	Final	29 June 2018	New schedule introduced under CP16/370A

## **1. INTRODUCTION**

### **Purpose**

- 1.1 The Priority Services Register (PSR) is a database held by Suppliers, electricity suppliers and electricity distribution network operators (DNOs) which contains details of customers or other members of the household who require priority services. Priority services include activities such as providing additional support and/or priority for customers or other members of a household in the event of network disruption. The PSR is also used by Suppliers to support effective safeguarding activities.
- 1.2 Gas Transporters (GTs) are required by their licences to provide details of customers who may be eligible for assistance, to the relevant electricity DNO and/or the relevant Supplier.
- 1.3 Suppliers and electricity suppliers are required by their licences to share PSR Data with the relevant GT or DNO respectively.
- 1.4 This Schedule sets out the governance arrangements relating to the transfer of PSR Data between Suppliers and GTs. Transmission of PSR Data to the Central Data Service Provider (CDSP) by the Supplier's Shipper shall be regarded as fulfilling the obligation of the Supplier to send PSR Data to the GT.
- 1.5 Suppliers may also issue PSR Data to their Meter Asset Managers (MAMs) as detailed in the RGMA.

### **Scope**

- 1.6 The scope of this Mandatory Schedule is limited to the transfer of PSR Data between Suppliers and the CDSP (on behalf of GTs) in Great Britain. It does not cover the transfer of data between GTs and electricity DNOs nor between Suppliers and electricity suppliers.
- 1.7 This Schedule does not include the definitions of the Priority Services Codes or Priority Services Categories. These are listed in the Market Domain Data (MDD).

### **Conditions Precedent**

- 1.8 PSR Data shall be sent by the Supplier in accordance with the requirements set out in section 3 below. The obligations relating to the transfer of PSR Data are set out in the Gas Transporters Licence and Gas Supplier Supply Licence. Where the requirements within this SPAA Schedule are inconsistent with such licence requirements, then the licence requirements shall take precedence.
- 1.9 Information relating to PSR Data shall only be sent insofar as permitted by any laws relating to data protection and/or privacy and subject to the company's own privacy impact assessment and policy.
- 1.10 GTs shall only use the PSR Data insofar as is necessary to meet the relevant Gas Transporters Licence Condition requirements.

## 2. Definitions

Consent to Share Data Field	The field to confirm that the data subject has or has not provided their informed consent for sharing data.
Foreign Language Field	The field to confirm what foreign language the householder speaks, where English is not spoken.
Priority Services Category	As defined in MDD
Priority Services Codes	As defined in MDD
Priority Services Expiry Date Field	The field to confirm the end date for any Priority Services Categories.
PSR Data	Data that is to be sent by the Supplier's Shipper to the GT (via the CDSP utilising the S83, S84 and C37 records) as confirmed in clauses 3.3, 3.4, 3.5, 3, 6 and 3.7
PSR Record	Any record defined in the UK Link Manual by which Priority Services Codes or Priority Services are sent to the CDSP.
UK Link Manual	The manual produced by the CDSP from time to time that describes the operation of the UK Link System.

The terms "CNC", "CNF", "C37", "S83" and "S84" refer to those terms as they are used in the UK Link Manual .

## 3. Requirements

- 3.1 Subject to paragraph 3.3, when adding, removing or otherwise amending any PSR Data and/or on Change of Tenancy, the Supplier shall ensure that its Shipper sends the PSR Record to the CDSP, notifying the GT of all relevant PSR Data as obtained by the Supplier
- 3.2 Subject to paragraph 3.3, where a [Change of Supplier Switch](#) occurs and that customer is listed on the Supplier's Priority Services Register the Supplier shall ensure that their Shipper sends the PSR Record to the CDSP, notifying the GT of all relevant PSR Data as obtained by the Supplier.
- 3.3 Suppliers shall use reasonable endeavours to gain the informed consent of the data subject, to both record the PSR Data and to send it to the GT. The Supplier shall ensure that its Shipper populates the Consent to Share Data Field to confirm whether the data subject has provided their informed consent for the PSR Data to be shared with the GT.<sup>2</sup> Where informed consent has not been gained

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<sup>2</sup> The Consent to Share Data Field applies to all the PSR Data in the instance of the CNF or CNC file where the record has been included.

there is no obligation for the Supplier to ensure that its Shipper sends the PSR Record. If informed consent has not been gained and the PSR Record has been sent, there is no requirement for the GT to process the file.

- 3.4 The Supplier shall ensure that its Shipper provides to the CDSP the entire known address of the household to which PSR Data relates, and a relevant telephone number, if known.
- 3.5 An alternative priority service contact address and/or phone number may also be provided. This will help ensure the recipient of the PSR Record (the GT) can contact the correct person in the event of network disruption.
- 3.6 When populating Priority Services Code 17 (Unable to communicate in English), the preferred language shall be stated in the Foreign Language Field in the PSR Record, where known. If the preferred language is unknown “Unknown” shall be stated.
- 3.7 When populating Priority Services Codes 29, 32, 33 or 34, the expected end date of the temporary condition shall be stated in the Priority Services Expiry Date Field. Where the end date is known for any other Priority Services Code it should be stated.
- 3.8 Where the Supplier’s Shipper sends a PSR Record to the CDSP, it shall include information relating to all priority services needs at the household, even if these have previously been sent
- 3.9 Where a customer withdraws their informed consent or the Priority Services Codes or Priority Services Categories are no longer applicable to the household, the Supplier shall ensure that its Shipper sends a blank new S84 record or a CNC file should be submitted with a C37 deletion record attached.

#### **4. Priority Services Details Transfer Mechanism**

- 4.1 The process for sending PSR Data from the Supplier to the GT requires data to be sent from the Supplier to the Shipper and on to the CDSP. The S84 and S83 records in the CNC and CNF will be used for sending data from the Shipper to the CDSP. Please refer to the UK Link Manual for further details.

## SCHEDULE 43

### Supply Point Administration Agreement

#### ~~Smart and Legacy Prepayment Activities~~ Not Used

This Schedule is no longer in use due to the implementation of the Switching Significant Code Review.

~~Version:~~ 1.0

~~Status:~~

<del>Domestic Suppliers</del>	<del>Mandatory</del>
<del>I&amp;C Suppliers</del>	<del>Mandatory</del>
<del>Large Transporters</del>	<del>N/A</del>
<del>Small Transporters</del>	<del>N/A</del>

~~Effective Date:~~ 02 November 2018

**Change History:**

Version Number	Status	Date of Issue	Reason for Change
1.0	Final	02 November 2018	New Schedule created by SCP 446.



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## ~~1—INTRODUCTION~~

### ~~1.1—Background~~

~~1.2—Previously the Gas Prepayment Meter Forum dealt with all matters relating to gas prepayment metering activities. Processes under this Agreement have since been created to facilitate interoperability for prepayment activities and are managed by the Gas Prepayment Expert Group (GPEG).~~

~~1.3—Activities relating to Prepayment Meters were previously dealt with in the following five Schedules, which have been consolidated into this one Schedule:~~

~~(a) Schedule 25 (Management of Prepayment Activities);~~

~~(b) Schedule 27 (Prepayment Meter Misdirected Payments Process);~~

~~(c) Schedule 28 (Prepayment Meter File Formats);~~

~~(d) Schedule 38 (Smart Prepayment Change of Supplier Exceptions Process); and~~

~~(e) Schedule 41 (Prepayment Assurance Measures).~~

### ~~1.4—Purpose~~

~~1.5—This Schedule sets out the minimum requirements Suppliers must comply with in regard to the management of prepayment activities. This includes:~~

~~(a) recouping Misdirected Payments from other Suppliers;~~

~~(b) obligations in relation to the Change of Supplier (CoS) process for Smart Meters operating as Prepayment Meters; and~~

~~(c) providing assurance measures for Prepayment Meters that are not Smart Meters.~~

~~1.6—Additional requirements may be agreed bilaterally between Suppliers and the PPMIP.~~

### ~~1.7—Scope~~

~~1.8—The scope of this Schedule is limited to Supplier and PPMIP activities relating to Prepayment Meters (whether or not they are Smart Meters), including the Quantum Gas Prepayment System.~~

### ~~1.9—Condition~~

~~1.10—Where a Supplier has a gas supply contract with a Consumer that provides for a Prepayment Meter, that Supplier shall ensure it assigns a PPMIP that acts in accordance with, and adheres to, the relevant provisions of this Agreement and the SPAA Products. All communications between the Supplier and the PPMIP will be in accordance with this Agreement and the SPAA Products.~~

~~1.11—Any Party raising a Change Proposal in respect of Paragraph 5 of this Schedule must also raise a concurrent Change Proposal for MAP 25<sup>‡</sup> under the Master Registration Agreement, to ensure consistency is maintained across the gas and electricity provisions.~~

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~~‡MAP 25—Smart Prepayment Change of Supplier Exceptions Process~~

## ~~2 — LEGACY PREPAYMENT ACTIVITIES~~

~~2.1 — This Paragraph 2 only applies in respect of Prepayment Meters which are not Smart Meters, and all references in this Paragraph 2 to Prepayment Meters shall be interpreted accordingly.~~

### ~~2.2 — Prepayment Meter Installation~~

~~2.3 — The Supplier shall issue a PP01<sup>2</sup> to the PPMIP at least 3 Working Days (WD) before the Prepayment Meter installation date to advise the PPMIP when a Prepayment Meter is to be fitted as part of an initial installation or in exchange for a Credit Meter. However, a shorter notice period may be required for warrants, faults and emergency jobs.~~

~~2.4 — Where a Prepayment Device is required to be issued to the Consumer, then in response to the PP01, the PPMIP shall programme and issue the Prepayment Device in accordance with Paragraph 2.109.~~

~~2.5 — Where the Supplier does not require a Prepayment Device to be issued, the Supplier shall agree alternative arrangements with the PPMIP.~~

~~2.6 — Suppliers shall request that a Prepayment Device is issued prior to the Prepayment Meter's installation to ensure that the Consumer has the means to purchase credit for gas.~~

### ~~2.7 — Meter Exchange (Prepayment Meter to Prepayment Meter) or Meter De-commission and Re-commission~~

~~2.8 — The Supplier shall issue a PP01 to the PPMIP at least 3 WD before the Pre Payment Meter exchange date to advise the PPMIP of a Prepayment Meter exchange or a Prepayment Meter being De-commissioned and Re-commissioned. However, a shorter notice period may be required for warrants, faults and emergency jobs.~~

~~2.9 — Where a new Prepayment Device is required to be issued to the Consumer, then in response to the PP01, the PPMIP shall programme and issue the new Prepayment Device in accordance with Paragraph 2.109.~~

~~2.10 — Where the Supplier does not require a new Prepayment Device to be issued, the Supplier shall agree alternative arrangements with the PPMIP.~~

### ~~2.11 — Change of Supplier~~

~~2.12 — The New Supplier shall issue a PP01 to advise the PPMIP of a CoS, where the Consumer has a Prepayment Meter installed.~~

~~2.13 — The request should be issued after the Objection Window has closed and prior to the Supply Start Date (SSD). The New Supplier shall ensure that this request is only sent to the PPMIP when the final confirmation of the CoS has been received. To avoid Misdirected Payments the New Supplier shall also clearly explain to the Consumer the implications of using the Old Supplier's Prepayment Device.~~

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<sup>2</sup> PP01 — New Prepayment Customer

~~2.14 In response to the PP01, the PPMIP shall programme and issue the Prepayment Device in line with Paragraph 2.109.~~

~~2.15 Where the New Supplier does not require a Prepayment Device to be issued, the New Supplier shall agree alternative arrangements with the PPMIP.~~

#### ~~2.16 Change of Tenancy~~

~~2.17 The Supplier shall issue a PP01 to the PPMIP when there is a Change of Tenancy for a property where a Prepayment Meter is installed and either or both the Consumer and/or the Supplier requires the Prepayment Meter to remain in situ.~~

~~2.18 The request should be issued as soon as the Supplier is informed by the Consumer of a Change of Tenancy. If the Consumer does not inform the Supplier of the Change of Tenancy the existing Prepayment Device can be used by the new owner/occupier, however, this may result in Misdirected Payments.~~

~~2.19 In response to the PP01, the PPMIP shall programme and issue the Prepayment Device in accordance with Paragraph 2.109.~~

~~2.20 Where the Supplier does not require the PPMIP to issue a Prepayment Device, the Supplier shall agree alternative arrangements with the PPMIP.~~

#### ~~2.21 Standard Prepayment Meter Dump Request~~

~~2.22 The Supplier shall issue a PP03<sup>3</sup> to advise the PPMIP where additional information is required by the Supplier from the Prepayment Meter.~~

~~2.23 In the case of a Quantum Meter, the PPMIP shall send a blank Prepayment Device to the Consumer, or to an address provided by the Supplier. The PPMIP shall request that the Prepayment Device is inserted into the Customer's Quantum Meter and then returned to the PPMIP.~~

~~2.24 When a Prepayment Device is returned from the Consumer but the PPMIP is unable to obtain a Meter Dump from the Prepayment Device, the Supplier shall write to the Consumer explaining that the required information was not recorded on the device and will enclose a second Prepayment Device for them to repeat the process. If after a further 14 WD from the second attempt, a Meter Dump has still not been obtained, the PPMIP will notify the Supplier that no Meter Dump is available.~~

~~2.25 When the Prepayment Device has been returned and the Meter Dump is available, a copy of the Meter Dump shall be produced by the PPMIP and sent to the Supplier, which will include as a minimum<sup>4</sup>:-~~

~~(a) Prepayment Device Reference Number \_\_\_\_\_~~

~~(b) Emergency Credit Status~~

~~(c) Meter Serial Number \_\_\_\_\_~~

~~(d) gas debt register~~

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~~<sup>3</sup> PP03 — Meter Dump Request~~

~~<sup>4</sup> The full list of data items on a Meter Dump overview request can be obtained from the PPMIP.~~

- ~~(e) tariff information~~
- ~~(f) non-gas debt register~~
- ~~(g) change in data dates~~
- ~~(h) accounting totals~~
- ~~(i) credit for gas registers~~
- ~~(j) tampers~~
- ~~(k) status.~~

**2.26—Customer Specific Message (CSM) via a Point of Sale Unity (PoS Unit) or Prepayment Device**

~~2.27—The Supplier shall issue a PP05<sup>5</sup> to request that the PPMIP creates a CSM for a particular Consumer and issues this message either via a PoS Unit or a replacement Prepayment Device. This request will be triggered by the Supplier if they wish to add or remove either debt or prepaid credit, alter recovery gas allocation and gas debt % rates to a Consumer’s Prepayment Meter.~~

~~2.28—In response to the PP05 the PPMIP will either:~~

- ~~(a) create a CSM and send it to the PoS Unit that the Consumer uses; or~~
- ~~(b) send a replacement Prepayment Device.~~

~~2.29—The following information may be sent:~~

- ~~(a) a Gas Debt Adjustment;~~
- ~~(b) a non-gas debt adjustment; or~~
- ~~(c) a credit adjustment.~~

~~2.30—The CSM will be issued by the PPMIP in accordance with Paragraph 2.109.~~

**2.31—Calculated Calorific Value (CV)**

~~2.32—The PPMIP shall update the weekly recorded calculated CV (after temperature and pressure correction made by National Grid) in the Quantum On Line (QOL) system each Friday (excluding UK Bank Holidays), providing that National Grid has made the information available to the PPMIP. The weekly values are an average of the daily values for the previous week and are downloaded to the Network Service Providers (NSPs) each Friday.~~

~~2.33—If no CV has been supplied, the previous week’s values will continue. The PPMIP shall inform the Supplier of any failure on behalf of National Grid to provide this information.~~

~~2.34—Further details regarding the calculated CV can be requested from the PPMIP.~~

**2.35—Quantum On Line**

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<sup>5</sup>PP05—Replacement Prepayment Device or Customer Specific Messages via a Point of Sale unit (PoS) or Prepayment Device

~~2.36 The PPMIP shall make available, upon request by individual Suppliers via their commercial agreements, a QOL service that enables a Supplier to interrogate the PPMIP's system regarding the receipt, processing and status of Consumer flows as well as transaction queries.~~

~~2.37 Further details regarding the QOL service can be requested from the PPMIP.~~

#### ~~2.38 Remote Token Issue~~

~~2.39 The PPMIP shall make available, upon request by individual Suppliers via their commercial agreements, a Remote Token Issue (RTI) service that enables a Supplier to instruct a Consumer to pick up a pre-programmed Prepayment Device from a local vend location. This enables the Consumer to vend immediately rather than waiting for the Prepayment Device to be issued by the PPMIP.~~

~~2.40 Further details regarding the RTI service can be requested from the PPMIP.~~

#### ~~2.41 Replacement Prepayment Device~~

~~2.42 The Supplier shall issue a PP05 to advise the PPMIP that a replacement Prepayment Device is required. This request will be triggered if a Consumer loses their Prepayment Device, has it stolen or their current Prepayment Device is damaged or faulty.~~

~~2.43 In response to the PP05, the PPMIP will programme a Prepayment Device with the following data (as held by the PPMIP Customer Database):~~

~~(a) Prepayment Device Reference Number;~~

~~(b) regional data;~~

~~(c) CSMs;~~

~~(d) credit adjustment, gas debt, gas allocation rate and non gas debt adjustments as requested in the PP05; and~~

~~(e) calculated CV code.~~

~~2.44 The Prepayment Device will then be issued by the PPMIP in accordance with Paragraph 2.109.~~

~~2.45 Where the Supplier does not require the PPMIP to issue a Prepayment Device, it shall agree alternative arrangements with the PPMIP.~~

#### ~~2.46 Supplier Query~~

~~2.47 The Supplier shall issue a PP06<sup>6</sup> to request that the PPMIP performs an ad-hoc activity within 3 WD of receipt. For example, the Supplier may choose to:~~

~~(a) update or amend the Consumer records on the PPMIP Customer Database;~~

~~(b) request a personalised Outlet List for a Consumer;~~

~~(c) provide an alternative Outlet Id for an existing CSM; or~~

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<sup>6</sup>PP06 – Supplier Query Form

~~(d) any other option provided by the PPMIP.~~

~~2.48 In response to the PP06, the PPMIP will undertake the required activity in accordance with Paragraph 2.109.~~

~~2.49 **Change of Values via Prepayment Device or via a PoS Unit**~~

~~2.50 The Supplier shall issue a PP08<sup>7</sup> to request that the PPMIP amends one or more of the specific Supplier values held on a Prepayment Meter.~~

~~2.51 In response to the PP08 the PPMIP shall either:~~

~~(a) programme a replacement Prepayment Device with one or more of the specific Supplier values; or~~

~~(b) send a CSM to the PoS Unit that the Consumer uses.~~

~~2.52 The following information may be sent:~~

~~(a) algorithm code~~

~~(b) budget amount~~

~~(c) tariff code~~

~~(d) tariff~~

~~(e) emergency credit threshold~~

~~(f) emergency credit limit~~

~~(g) budget incremental step size~~

~~(h) gas allocation rate.~~

~~2.53 If a Prepayment Device is required, it will be programmed and issued by the PPMIP in accordance with Paragraph 2.109.~~

~~2.54 **Removal of a Prepayment Meter**~~

~~2.55 The Supplier shall issue a PP09<sup>8</sup> to remove a Supply Point from the portfolio of Supply Points for which the PPMID provides services to the Supplier. There are three scenarios that would trigger the Supplier to raise this request:~~

~~(a) no Prepayment Meter on site;~~

~~(b) Prepayment Meter has been removed; or~~

~~(c) Change of Supplier.~~

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<sup>7</sup>PP08 — Change of Values

<sup>8</sup>PP09 — Removal of a Prepayment Meter

~~2.56 In response to the PP09, the PPMIP shall cease to provide services to that Supply Point for that Supplier and remove the Consumer from their database in accordance with Paragraph 2.109.~~

~~2.57 The Supplier shall ensure that the PP09 is sent to the PPMIP only when the event referred to in Paragraph 2.13.1 has taken place. In particular, the Supplier shall not submit the request within the Objection Window for a proposed CoS, as the PPMIP may reject the request.~~

#### ~~2.58 Global Messaging~~

~~2.59 The Supplier shall issue a PP10<sup>9</sup> to send a Global Message to their entire Portfolio of Consumers with Prepayment Meters. This triggers the creation of a CSM for each of the Supplier's Consumers with a Prepayment Meter to update a specific value or setting.~~

~~2.60 In response to the PP10, the PPMIP shall undertake the necessary activity to create the CSM. The Supplier shall specify which NSPs the message should be sent to and the message will be sent to the last PoS Unit used by each Consumer.~~

~~2.61 The Supplier shall also specify the period of time that the message will remain active (between 1 to 99 days). If it is not specified a default setting will be used as per the bilateral agreement with the PPMIP.~~

~~2.62 During the active period of the CSM, the reported status can be as follows:~~

~~(a) 'Received ok' The Consumer has purchased twice at the PoS Unit with the correct Prepayment Device Reference Number within the life of the message; or~~

~~(b) 'Error acknowledged'<sup>10</sup> The Customer has purchased at the PoS Unit with the correct Prepayment Device Reference Number but the message has not been actioned for reasons such as the Prepayment Meter has already received and actioned the same CSM or there has been an overflow of credit or debt.~~

~~2.63 Once the CSMs have expired, the Supplier will be provided with an electronic report (upon request) that details the Consumer's message status. The reported status of the CSM is either:~~

~~(a) 'Unacknowledged' The Consumer has not purchased at the PoS Unit where the CSM has been sent using the correct Gas Card Number; or~~

~~(b) 'Assumed pick up' The Consumer has purchased at the PoS Unit with the correct Prepayment Device Reference Number, but have not purchased again within the life of the message so that the 'received ok' message has not been sent back to the PPMIP.~~

~~2.64 Before a Global Message is created by the PPMIP, a check shall be carried out to ensure the increased volume of messages will not impact the business as usual messaging process. If the volume is too high the Global Message creation will be delayed.~~

~~2.65 Once the PPMIP receives the PP10, the Global Message will be issued as per Paragraph 2.19.10.~~

#### ~~2.66 Data Transfer of Cash Meter and Debt files~~

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<sup>9</sup>PP10—Change of Tariff Proforma

<sup>10</sup>The full list of error acknowledgements that may be reported can be obtained by the PPMIP



~~2.67 The PPMIP will transmit Suppliers' cash, meter and debt files to the Supplier, in a bilaterally agreed format, via a Virtual Private Network (VPN) every WD. For those Suppliers without a VPN, the PPMIP shall transmit the files in a secure format (zipped and password protected) every WD.~~

~~2.68 The PPMIP shall inform Suppliers by 12.00 (noon) of any failure relating to this process and where possible, the estimated resolution timescales.~~

~~2.69 Where the PPMIP sends these files for Consumers with In Home Vending Units then the PPMIP shall ensure settlement is made to the correct Supplier.~~

#### ~~2.70 Business Continuity and Disaster Recovery~~

~~2.71 In the event of a PPMIP's site becoming non operational, the PPMIP shall have appropriate processes, as defined within individual commercial agreements between Suppliers and the PPMIP, to ensure that the PPMIP can perform the basic requirements for Suppliers within 4 Working Hours.~~

~~2.72 Should the need arise to move the PPMIP's operations to an alternative office, the PPMIP shall contact (initially by telephone) the Operational Contacts of all affected Suppliers, within 4 Working Hours of the site becoming non operational.~~

~~2.73 The PPMIP shall also provide their temporary contact details, including address and telephone numbers, to each Supplier via email.~~

~~2.74 If there is a need to move to a contingency operation, the PPMIP shall maintain the below for the first 9 WD:~~

~~(a) polling of remote refresh terminals;~~

~~(b) Meter Dumps for high level enquiries only;~~

~~(c) new Consumer packs for existing Prepayment Meter sites (Change of Tenancy and Prepayment Meter to Prepayment Meter exchanges/De commission/Re commission);~~

~~(d) high level complaints and enquiries;~~

~~(e) replacement Prepayment Devices (only credit adjustment CSMs will be issued);~~

~~(f) settlement; and~~

~~(g) new fix and CoS requests on a best endeavours basis.~~

#### ~~2.75 Tariff Codes~~

~~2.76 The PPMIP shall manage the Tariff Codes for all Suppliers using the PPMIP's service.~~

~~2.77 As there is a limit to the amount of Tariff Codes available, the Tariff Codes will (subject to the remainder of this Paragraph 2.16) be allocated by the PPMIP amongst the Suppliers based on their Portfolio size. The Supplier is responsible for setting all values against their allocated Tariff Codes.~~

~~2.78 The PPMIP shall allocate Unallocated Tariff Pages to a Supplier where directed to do so by the SPAA EC.~~

~~2.79 The PPMIP shall provide the Secretariat with a report on the first WD of each month setting out the following (as at the end of the previous month): the number of Unused Tariff Pages and a breakdown~~

~~of the Unused Tariff Pages by reference to which Supplier they are allocated; the number of Unallocated Tariff Pages; the number of Consumers per Tariff Code; and the number of Tariff Codes being used by each Supplier. The Secretariat shall forward the report to the SPAA EC and the Authority within 5 WD of receipt.~~

- ~~2.80 If ever there are fewer than 10 Unallocated Tariff Pages, the PPMIP shall immediately notify the Secretariat, who will notify the Gas Prepayment Expert Group and the SPAA Contract Managers. Another notification shall immediately be issued by the PPMIP to the Secretariat if the number of Unallocated Tariff Pages drops below five. In either case, the Secretariat shall inform the SPAA EC and the Authority of the notification within 5 WD of receipt.~~
- ~~2.81 On the first WD of each month, the PPMIP shall provide the Gas Prepayment Expert Group, via the Secretariat, with a report setting out anonymised reporting of the Tariff Page allocations (as at the end of the previous month).~~
- ~~2.82 The Suppliers in each Supplier Group shall be allocated a maximum of 12 Tariff Pages at any one time. However, the Suppliers in each Supplier Group will be permitted to be allocated up to 14 Tariff Pages, unless and until the PPMIP gives notice under Paragraph 2.17.5 that there are fewer than 10 Unallocated Tariff Pages.~~
- ~~2.83 The Suppliers in a Supplier Group that are allocated in excess of 12 Tariff Pages shall relinquish the excess Tariff Pages (subject to Paragraphs 2.17.12 and 2.17.13):~~
- ~~(a) by no later than 30 days following the PPMIP's notice under Paragraph 2.17.5 that there are fewer than 10 Unallocated Tariff Pages, to the extent the Suppliers in the Supplier Group hold Unused Tariff Pages on the date of such notice; or~~
  - ~~(b) by no later than 150 days following the PPMIP's notice under Paragraph 2.17.5 that there are fewer than 10 Unallocated Tariff Pages, to the extent the Supplier does not hold unused Tariff Pages on the date of such notice.~~
- ~~2.84 Where the SPAA EC is notified pursuant to Paragraph 2.17.5 that there are fewer than 10 Unallocated Tariff Pages, the SPAA EC shall direct the PPMIP to ensure that a minimum of five Tariff Pages are reserved for those Suppliers requesting Tariff Pages who are part of a Supplier Group that does not hold any Tariff Pages (until there are more than 10 Unallocated Tariff Pages).~~
- ~~2.85 Each Supplier, via their SPAA Contract Manager, shall be notified and comply with any direction to relinquish a Tariff Page that is given by the Authority in either of the following circumstances (subject to paragraph 2.17.12):~~
- ~~(a) when the total number of Unallocated Tariff Pages is fewer than five and a Supplier in the Supplier Group holds one or more Unused Tariff Pages; or~~
  - ~~(b) when there are no Unallocated Tariff Pages and a Supplier which is part of a Supplier Group which does not hold any Tariff Pages has informed the PPMIP that the Supplier needs to acquire one Tariff Page in order to supply gas to one or more Domestic Customers (as defined in the Gas Suppliers Licence).~~
- ~~2.86 The date by which a Supplier must comply with a direction under Paragraph 2.17.12 is (subject to Paragraph 2.17.13):~~
- ~~(a) 30 days after receiving the direction in the circumstances set out in Paragraph 2.17.10(a); and~~

~~(b) 150 days after receiving the direction in the circumstances set out in Paragraph 2.17.10(b).~~

~~2.87 For the purposes of paragraphs 2.17.8 and 2.17.10, the Suppliers in each Supplier Group will be deemed to hold one Unused Tariff Page for each combination of 11 Unused Tariff Codes they hold across different Tariff Pages. Where a Supplier is required to relinquish a Tariff Page in accordance with this Paragraph 2.17, the Suppliers shall give appropriate instructions to the PPMIP so as to ensure that the Tariff Page to be relinquished contains only Unused Tariff Codes; save that Suppliers may request a direction under Paragraph 2.17.14.~~

~~2.88 The following provisions apply where a Supplier is required to relinquish a Tariff Page in accordance with this Paragraph 2.17:~~

~~(a) the Supplier shall notify the PPMIP as soon as practicable of the Supplier's wish to relinquish the Tariff Page within a timeframe that allows the PPMIP to give effect to the relinquishment by the date required under this Paragraph 2.17;~~

~~(b) if the Supplier is required to relinquish a Tariff Page in the circumstances described Paragraph 2.17.12, the relevant time period for compliance set out in Paragraph 2.17.11 (and in paragraph 2.17.8(a) if the Supplier has held more than 12 Tariff Pages continuously from 1 April 2017 until receipt of a notification pursuant to paragraph 2.17.8(a)) will be extended by a further 90 days, and a further 15 days if the Supplier requested a direction under Paragraph 2.17.14; and~~

~~(c) the Supplier is entitled to a refund of the development fee associated with any Tariff Page it relinquishes (such fee being any payment made to the PPMIP by the Supplier upon gaining access to the Tariff Page which the Supplier is entitled to recover under its contractual agreements with the PPMIP when relinquishing a Tariff Page).~~

~~2.89 If an obligation to relinquish a Tariff Page arises in the circumstances set out in Paragraph 2.17.12, then:~~

~~(a) the Supplier may apply to the Authority to request a direction concerning the compliance with this Paragraph 2.17;~~

~~(b) if the Authority considers, after consultation with the CMA and having had regard to the principle of proportionality, that relinquishing a Tariff Page may cause material consumer detriment for certain Consumers of the Supplier, the Authority may give a direction requiring the Supplier to comply with this Paragraph 2.17 by releasing 11 Unused Tariff Codes in lieu of a Tariff Page;~~

~~(c) if the Authority issues a direction to a Supplier pursuant to Paragraph 2.17.14(b), the Supplier shall comply with such direction within 30 days from the date the direction was issued; and~~

~~(d) in the circumstances where a Supplier relinquishes 11 Unused Tariff Codes in lieu of a Tariff Page pursuant to Paragraph 2.17.12, the Supplier undertakes not to modify any of the values associated with the Tariff Pages which relate to any such Tariff Codes without the consent of the Supplier(s) which hold those Tariff Codes.~~

~~2.90 The SPAA EC shall provide the CMA or the Authority with such information and documents as the CMA or the Authority may from time to time reasonably require for the purposes of monitoring the allocation of Tariff Pages and compliance with this Paragraph 2.17.~~

- ~~2.91 Any Supplier can use any Tariff Code regardless of which Supplier the Tariff Code is allocated to, but only the Supplier to which the Tariff Code is allocated can change the values within that Tariff Code.~~
- ~~2.92 The process for using any Tariff Codes is defined within individual commercial agreements between Suppliers and the PPMIP.~~
- ~~2.93 **Changing Tariff prices**—Suppliers shall aim to give at least 28 calendar days’ notice of any tariff price changes; with a minimum of 5 WD notice being given. This will allow the PPMIP time to inform any affected Suppliers using that Tariff Code of the impending change. The Tariff Code update will then be issued by the PPMIP to the NSPs.~~
- ~~2.94 **Default Tariffs**—GPEG will review the default tariffs provided by the PPMIP twice a year.~~
- ~~2.95 **Unallocated payments**~~
- ~~2.96 An Unallocated Transaction may arise where either:~~
- ~~2.97 payments are continuing to be made where a Supplier has submitted a PP09 but no PP01 has been received by the PPMIP, which would give rise to MPRNs appearing in the Closed Cash Report; or~~
- ~~2.98 payments were made in a period between a PP09 being received to close an account and a PP01 being received to open an account but the dates are not contiguous which would give rise to MPRNs appearing in the Gap Cash Report.~~
- ~~2.99 The PPMIP shall issue the following two reports on a weekly basis to all Suppliers, as further defined within the individual commercial agreements between Suppliers and the PPMIP:~~
- ~~(a) the Closed Cash report; and~~
- ~~(b) the Gap Cash report.~~
- ~~2.100 Suppliers shall use these Closed Cash Report and the Gap Cash Report to identify Consumers in their Portfolio who have Unallocated Transactions. The Supplier shall then send the PP01 or PP09 (as appropriate) to the PPMIP in respect of these Customers.~~
- ~~2.101 Upon receipt of the PP01 and / or PP09 from a Supplier, the PPMIP shall release all Unallocated Transactions to the Registered Supplier.~~
- ~~2.102 Where no such PP01 or PP09 is received and the PPMIP continues to hold Unallocated Transactions, the PPMIP shall securely retain the transaction information and money.~~
- ~~2.103 In July of each year, the Secretariat shall initiate the release of any Unallocatable Transactions which became Unallocatable Transactions as a result of the Backstop Date automatically refreshing as described in the definition of Backstop Date. The Secretariat shall also initiate the release of any Unallocatable Transactions which became Unallocatable Transactions as a result of the Backstop Date being refreshed at the request of the SPAA EC as described in the definition of Backstop Date. The Secretariat shall notify the SPAA EC, all Supplier Contract Managers, the PPMIP and the CDSP that the Unallocated Payment Allocation Process has begun. This notification shall specify the applicable refreshed Backstop Date.~~

- ~~2.104 Unallocatable Transactions are due only to Suppliers who have contracted with the PPMIP during the period prior to the refreshed Backstop Date period and shall be apportioned to Suppliers based on their market share during the relevant period as described in section 2.18.9.~~
- ~~2.105 Within 5 Working Days of receiving the notification under section 2.18.6, the PPMIP shall provide the Secretariat with a Supplier Report. The Secretariat shall check whether all the Suppliers listed in the Supplier Report are live within the current version of MDD, and within 5 Working Days issue the Supplier Report to the CDSP. Where any of the Suppliers listed in the Supplier Report are not live within MDD, the Secretariat shall clarify the position with the PPMIP before the Supplier Report is issued to the CDSP.~~
- ~~2.106 Upon receipt of the Supplier Report, the CDSP shall calculate the total number of Prepayment Meters in accordance with the Market Share Methodology.~~
- ~~2.107 The CDSP will create a Market Share Report using the Market Share Methodology and provide it to the Secretariat within 10 Working Days of receipt of the Supplier Report. In addition to the Supplier Report, the PPMIP shall provide to the Secretariat an Unallocatable Transaction Report within 10 Working Days of receiving the notification under section 2.18.6.~~
- ~~2.108 Within 5 Working Days of receiving the Unallocatable Transaction Report, the Secretariat shall calculate the individual Unallocated Values for each relevant Supplier, and shall calculate the Unallocated Values Report. The Secretariat shall issue the Unallocated Values report to the PPMIP only.~~
- ~~2.109 The PPMIP shall pay the Unallocatable Values to Suppliers no earlier than 7 Working Days and no later than 15 Working Days after receipt of the Unallocatable Values Report; to allow for the disputes window to close as part of section 2.18.15 and subject to no dispute being raised. Once all such payments have been made, the PPMIP shall issue a notification to the Secretariat confirming all Unallocatable Values have been credited to Suppliers and that no Unallocatable Transactions exist by reference to the relevant Backstop Date.~~
- ~~2.110 The Secretariat shall inform the Contract Managers for the Suppliers listed on the Supplier Report of their individual Unallocated Value and the individual market share from the Market Share Report. The Secretariat shall do so within 2 Working Days of issuing the Unallocatable Funds Report to the PPMIP. The Secretariat shall also inform all other Suppliers that no funds will be returned to them within this Unallocated Payment allocation process run.~~
- ~~2.111 Suppliers have 5 Working Days from the issue date of the notification under section 2.18.14 to raise a dispute with the Secretariat. The dispute shall contain the reason for dispute and any supporting evidence for the dispute. In the event that any such dispute is raised:~~
- ~~(a) as soon as reasonably practicable but no later than 2 Working Days after receiving notice of the dispute, the Secretariat shall inform the PPMIP, the SPAA EC and Supplier Contract Managers of an active dispute; and~~
  - ~~(b) upon receipt of such dispute notification, the PPMIP shall suspend payment of the Unallocated Values until such time as this has been resolved to the satisfaction of the Supplier and the SPAA EC (subject to such suspension not exceeding a maximum of 20 Working Days, following which time the PPMIP shall proceed with payment of the Unallocated Values previously determined).~~

~~2.112 If the Unallocatable Value paid to a Supplier by the PPMIP differs from the amount notified to that Supplier by the Secretariat, then the Supplier shall inform the Secretariat of the discrepancy as soon as reasonably practicable but no later than 5 Working Days after the Supplier identifies the discrepancy. The Secretariat shall liaise with the PPMIP to resolve any such discrepancy, and each other Supplier shall co-operate with any such process of resolution.~~

~~2.113 Any PPMIP costs will be determined and applied via the individual commercial agreements between Suppliers and the PPMIP.~~

~~2.114 The SPAA EC may request and approve, the PPMIP and all Suppliers agree that an independent assessment of the Unallocated Payment allocation process by an external auditor to validate the calculations associated with the distribution of the Unallocated Transactions. This process is to be evoked by no later than 3 months after the relevant notification under Paragraph 2.110.~~

#### **2.115 Minimum Standards of Service**

~~2.116 This Paragraph 2.19 details the minimum standards of service to be provided by the PPMIP, as defined within individual commercial agreements between Suppliers and the PPMIP.~~

#### **2.117 Programming Prepayment Devices**

~~2.118 In response to the PP01 and PP05 the PPMIP shall programme the Prepayment Device with the following data:~~

- ~~(a) Prepayment Device Reference Number;~~
- ~~(b) regional data;~~
- ~~(c) Supplier specific values (if provided); and~~
- ~~(d) gas debt information, if provided (including recovery rates).~~

#### **2.119 Issuing Prepayment Device**

~~2.120 The PPMIP shall issue the programmed Prepayment Device to the address provided by the Supplier with the following items:~~

- ~~(a) Prepayment Device;~~
- ~~(b) personalised device carrier, which includes a list of local Outlets;~~
- ~~(c) user reference guide; and~~
- ~~(d) pre-paid return envelope.~~

~~2.121 The PPMIP shall only issue a programmed Prepayment Device ‘urgently’ (and send by next day delivery) if:~~

- ~~(a) an engineer has installed a Prepayment Meter and the Consumer does not have a Prepayment Device; or~~
- ~~(b) the engineer has exchanged a Prepayment Meter or performed a De-commission / Re-commission and the Consumer does not have a Prepayment Device.~~

~~2.122 The programmed Prepayment Device will be issued that day providing it is received before 16.30 on a WD and before 11.30 on a Saturday.~~

#### ~~2.123 Standard Prepayment Device Dump~~

~~2.124 All requests will be processed by the end of the third WD, if received before 14:00 on a WD.~~

#### ~~2.125 CSM via a PoS Unit or Change of Values via Prepayment Device or via (NSP) Networks~~

~~2.126 For non urgent CSMs, the Supplier can either specify the Outlet Id they wish the CSM to be sent to or allow the PPMIP to allocate one or more Outlet Id(s) based upon the transaction history for that Prepayment Device Reference Number.~~

~~2.127 For urgent (one hour) jobs, the Supplier shall always specify one Outlet Id. The PPMIP shall action this request to ensure that the CSM is delivered to the PoS Unit by the NSP within one hour of receipt. The successful delivery of a CSM is dependent on the assistance of the Outlet.~~

~~2.128 Where the request is received before 16.30 on a WD or before 11.30 on a Saturday for changed values via Prepayment Device or 16.30 on a Saturday for changed values via NSPs the below service levels will apply:~~

~~(a) all urgent job requests will be processed within one hour of receipt;~~

~~(b) all specific Outlet, credit adjustment or replacement Prepayment Device job requests will be processed within 1 WD;~~

~~(c) all specific Outlet, non gas debt and gas debt or non urgent CSM job requests will be processed within 2 WD; and~~

~~(d) all non specific Outlet Id job requests will be processed within 2 WD.~~

#### ~~2.129 Supplier Query~~

~~2.130 The PPMIP shall action all job requests within 3 WD of receipt of query, subject to the request being received before 16.00 on a WD and before 14.00 on a Saturday.~~

#### ~~2.131 De-commissioning a Prepayment Meter Customer~~

~~2.132 The PPMIP shall action all job requests within 3 WD, if received before 16.30 on a WD or Saturday.~~

#### ~~2.133 Global Messaging~~

~~2.134 The PPMIP shall action all job requests within 2 WD where the request is received before 15.00 on a WD, if the volume of additional messages will not adversely affect the file transfer to each NSP.~~

#### ~~2.135 PPMIP and NSP System Changes~~

~~2.136 Where amendments to the PPMIP or NSP system changes are required any cost allocation will be determined and applied via the agreements with the PPMIP and/or NSP.~~



### **3 — MISDIRECTED PAYMENTS PROCEDURE**

#### **3.2 — Introduction**

~~3.3 — Although following a CoS the New Supplier is required to send a new Prepayment Device to the Consumer, it is possible that the Consumer continues to use the Prepayment Device issued by the Old Supplier or that the New Supplier fails to send a new Prepayment Device.~~

#### **3.4 — Principles**

~~3.6 — The payments for the purchase of credit made by the prepayment Consumer belong to the Supplier registered to the Supply Point at the time of the credit purchase. The PPMIP will always allocate payments as per the latest Supplier update (PP01); they must not hold on to any payment received unless it is unallocated.~~

~~3.7 — Payments received for credit on or after the Supplier Start Date (SSD) of the New Supplier shall not be used by the Old Supplier to reduce outstanding debts.~~

~~3.8 — The Old Supplier should record and retain all payments received from a Consumer on or after the SSD of the New Supplier. The Old Supplier should not automatically refund any payments received after SSD to the Consumer but should instead allocate all related payments to the New Supplier once requested to do so and refer all enquiries to the New Supplier.~~

~~3.9 — It is the New Supplier's responsibility to manage the income received from their Consumers and as such should be able to identify when no or insufficient payments have been received from a prepayment Consumer. When the New Supplier believes that payments are missing, that Supplier should contact the Consumer and/or initiate the misdirected claims process as detailed below.~~

~~3.10 — Where payments have been received by the Old Supplier due to the Consumer's use of the old Prepayment Device, the New Supplier should remind the Consumer of the need to use the correct Prepayment Device to ensure that payments are allocated correctly. Attempts should be made by the New Supplier to encourage the Consumer to use the correct Prepayment Device and to obtain the old Prepayment Device from the Consumer.~~

#### **3.11 — Misdirected Payments Claim Process**

~~3.12 — Suppliers should endeavour to make a claim for any period of Misdirected Payments within two months of:~~

~~(a) — the Consumer commencing to use the correct Prepayment Device;~~

~~(b) — there being a change of Meter technology following which, the old Prepayment Device is no longer used;~~

~~(c) — the New Supplier losing the Consumer via a subsequent CoS event;~~

~~(d) — there being a Change of Tenancy;~~

~~(e) — where an objection has been raised and a PP01 was sent prior to final confirmation of the CoS was received.~~

~~3.13 — Suppliers shall issue claims for Misdirected Payments on either a weekly or monthly basis; as determined by the Initiating Supplier and notified to the Associated Supplier.~~



- ~~3.14 If the Initiating Supplier determines that a claim is going to be issued later than the date required by Paragraph 3.3.2, the Initiating Supplier shall notify the Associated Supplier.~~
- ~~3.15 If the Initiating Supplier wishes to change the frequency of issuing claims (between weekly or monthly), the Initiating Supplier shall provide the Associated Supplier with 20 WDs' advance notice of the change.~~
- ~~3.16 If the Initiating Supplier is aware of a substantial increase in the volume of claims that will be made, it shall notify the Associated Supplier in advance.~~
- ~~3.17 A substantial increase is one where the number of claims in a period is expected to increase by more than 50% compared to the last period or if the total number of claims is to increase by more than 1000 in any given month (or 250 in any given week if claims are made on a weekly basis). Where there is a substantial increase, the two Suppliers shall enter a bilateral agreement for the handling of the excess.~~
- ~~3.18 Under normal circumstances the Associated Supplier should not charge for passing Misdirected Payments to the Initiating Supplier. However, where a subsequent claim is made for a Supply Point where there has already been a successful claim covering part of the same registration period, it is acceptable for the Associated Supplier to charge a reasonable fee for passing on any further Misdirected Payments.~~
- ~~3.19 Claims for the reallocation of Misdirected Payments should be submitted using the claim forms in Appendix 1 of this Schedule.~~
- ~~3.20 It is recommended that claims should not be made for Misdirected Payments covering less than 14 calendar days' supply.~~
- ~~3.21 The backstop date for Misdirected Payment claims is described in Paragraph 3.3.12. No claims for Misdirected Payments can be made in respect of the period prior to such backstop date.~~
- ~~3.22 On 30th June each year, the Misdirected Payments backstop date will change to 30th June four years earlier than the current year.~~
- ~~3.23 The Associated Supplier may reject any claims where the 'Claim Request From Date' or the 'Claim Request To Date' is not included.~~
- ~~3.24 The Associated Supplier must return the claim form in the same format in which it was sent.~~
- ~~3.25 Provided that the 'Claim Request From Date' of the claim period contained in the claim form is after the Supply End Date of the Associated Supplier's registration, then the Associated Supplier should process the claim form. The Initiating Supplier should ensure that the claim form only includes claims for periods for which that Supplier was registered for the Supply Points concerned.~~
- ~~3.26 Once the claim form has been processed and the Associated Supplier determines that Misdirected Payments should be forwarded to the Initiating Supplier, this transfer should be completed in a "one-off" transaction that includes the completed claim form. The claim form should be returned with the following additional information:~~
- ~~(a) amount to be returned; and~~
  - ~~(b) any suitable comments.~~

- 3.27 ~~If there is no payment to be returned or only part payment, the 'Previous Supplier ID' field should be completed where possible. This information will enable the Initiating Supplier to contact the Historical Supplier, as the Consumer may be still using the Prepayment Device of that Supplier. The Supplier receiving the money can then correctly allocate it to the appropriate Consumer accounts.~~
- 3.28 ~~The “one off” claim of the Misdirected Payments should be initiated when there is confidence that the Consumer is correctly using the new Prepayment Device.~~
- 3.29 ~~In exceptional circumstances if required, the New Supplier can request an individual breakdown of payments, subsequent to the return of the claim form.~~
- 3.30 ~~The processed claim form should be returned to the Associated Supplier’s Operational Contact, within 20 WD of receipt.~~
- 3.31 ~~The Misdirected Payments should be sent out to the Initiating Supplier within 10 WD of return of the claim form. When a claim form includes claims for payments where the ‘Claim Request To Date’ is more than twelve months prior to the date of the claim form, then it may not be possible to meet this 10 WD timescale. In such cases the Suppliers should reach agreement on the timescales for settling such claims.~~
- 3.32 ~~Where the number of claims in a period has increased by more than 50% compared to the last period or if the total number of claims has increased by more than 1000 in any given month (or pro rata if claims are made on a weekly basis) then it may not be possible to meet these timescales. In such cases the initiating and receiving Suppliers should enter a bilateral agreement for the handling of the excess.~~
- 3.33 ~~Where the Initiating Supplier receives a returned claim form indicating that no payment or only a partial payment has been made by the Consumer, this may be due to the payment being held by the Supplier registered immediately prior to the Supplier to whom the claim was originally sent (the ‘previous, previous Supplier’). The returned claim form should include the ID of the previous, previous Supplier where possible and in this circumstance, the Initiating Supplier should issue a claim form to that Supplier.~~
- 3.34 ~~Where any disputes arise between an Initiating Supplier and an Associated Supplier regarding the issue or return of payment claim forms, the following table summarises the escalation procedure that should be followed:~~

<b>Process</b>	<b>Timescale</b>	<b>Responsibility — Level — of Contacts</b>
Issue Claim Form	Day of Issue	Operational staff
Initial Follow Up	Day of Issue + 20 WD	Supervisor or operational staff
Second Follow Up	Day of Issue + 25 WD	Senior manager of operational staff
Final Follow Up	Day of Issue + 30 WD	SPAA Contract Manager

3.35—The Misdirected Payment claim forms and reason codes can be found in Appendix 1 of this Schedule.

#### 4— DATA FILES PROCEDURE

##### 4.1— Introduction

4.2— This Paragraph 4 defines the flows to be sent from the Supplier to the PPMIP. This Agreement does not mandate the mechanism for sending the files; transmission methods should be agreed through commercial agreements between the PPMIP and the Supplier, along with the file header and footer structures.

##### 4.3— ~~PP01— New Prepayment Customer~~

4.4— The PP01 is used to advise the PPMIP when:

- (a) ~~a Prepayment Meter is to be fitted for the first time;~~
- (b) ~~a Prepayment Meter is being exchanged;~~
- (c) ~~a Prepayment Meter is being De-commissioned and Re-commissioned;~~
- (d) ~~a CoS event where the Consumer has a Prepayment Meter fitted; and~~
- (e) ~~a Consumer moves into a property where a Prepayment Meter is installed and either the Customer and / or the Supplier requires the Prepayment Meter to remain in situ.~~

Field Name	Type	Size	Description
Record Type	String	1	"D" for Detail
Supplier Id	String	5	Supplier ID Number
Job Type	String	4	"PP01"
Job Number	String	8	
Reason Code	String	1	'E' Exchange, 'C' Change of supplier, 'T' Change of tenancy, 'D' ETM to ETM
Emergency indicator	String	1	'B' Special Delivery, 'H' Hotline, 'U' urgent, 'N' Non-urgent
Default/Spec Values	String	1	'D' or 'S'
Suppliers Customer Ref	String	20	Suppliers unique reference number
Meter Point Reference	String	10	Meter Point Reference Number
Customer name	String	30	Customer name
Address line 1	String	30	Address line 1
Address line 2	String	30	Address line 2

Address line 3	String	30	Address line3
Town	String	30	Town
County	String	30	County
Postcode	String	8	Postcode
Meter Postcode	String	8	Meter location postcode
Supply start date	String	8	Date of transfer
Booklet required	String	1	'Y' or 'N'
Transeo-District code	String	2	
Debt	Numeric	8	99999.99
Recovery Rate	Numeric	2	"00" %
Weekly Min	Numeric	5	99.99
Weekly max	Numeric	5	99.99
Algorithm code	String	1	'T' Therm, 'B' budget
Weekly budget amount	Numeric	5	99.99
Next billing date	String	8	YYYYMMDD
Billing cycle length	Numeric	3	Billing cycle length in days
Tariff code	String	2	
Gas allocation rate	Numeric	2	
ECT	Numeric	5	Emergency credit threshold (99.99)
ECL	Numeric	5	Emergency credit limit (99.99)
Budget step size	Numeric	5	99.99
Gas Transporter	String	30	
Meter Owner	String	30	
Bundled/Unbundled	String	1	'B' Bundled, 'U' unbundled.
Contact Name	String	30	Contact name
Contact Extension	String	20	Contact telephone number
Request Date	Date	8	Request date YYYYMMDD

4.5 — The following fields are mandatory for all detail records:

- (a) ~~Record Type;~~
- (b) ~~Meter Point Reference;~~
- (c) ~~Supplier Id;~~
- (d) ~~Job Type;~~
- (e) ~~Job Number;~~
- (f) ~~Default / Specific values;~~
- (g) ~~Card Issue Reason; and~~
- (h) ~~Customer Name.~~ **PP03—Meter Dump Request** The PP03 is used to advise the PPMIP where additional information is required by the Supplier from the Prepayment Meter.

Field Name	Type	Size	Description
Record Type	String	1	"D" for Detail
Supplier Id	String	5	Supplier ID Number
Job Type	String	4	"PP03"
Job Number	String	8	
Meter Location Postcode	String	8	Meter location postcode
Meter Point Reference	String	10	Meter point reference number
Area ID	String	2	'EN','CA','CR','ED','LE','MA','BI','S T'
Card Issue Reason	String	1	'D'—Standard or 'W' Weekly Log
Customer Name	String	30	Customer name
Customer Address Line 1	String	30	Customer address line 1
Customer Address Line 2	String	30	Customer address line 2
Customer Address Line 3	String	30	Customer address line 3
Customer Address Line 4	String	30	Customer address line 4
Customer Address Line 5	String	30	Customer address line 5
Customer Postcode	String	8	Customer postcode
Delivery Address Line 1	String	30	Delivery address line 1
Delivery Address Line 2	String	30	Delivery address line 2
Delivery Address Line 3	String	30	Delivery address line 3

<del>Delivery Address Line 4</del>	<del>String</del>	<del>30</del>	<del>Delivery address line 4</del>
<del>Delivery Address Line 5</del>	<del>String</del>	<del>30</del>	<del>Delivery address line 5</del>
<del>Delivery Postcode</del>	<del>String</del>	<del>8</del>	<del>Delivery postcode</del>
<del>Contact Name</del>	<del>String</del>	<del>30</del>	<del>Contact name</del>
<del>Contact Extension</del>	<del>String</del>	<del>20</del>	<del>Contact telephone number</del>
<del>Request Date</del>	<del>String</del>	<del>8</del>	<del>Request date YYYYMMDD</del>

4.7—The following fields are mandatory for all detail records:

- (a) ~~Record Type;~~
- (b) ~~Meter Point Reference;~~
- (c) ~~Supplier Id;~~
- (d) ~~Job Type;~~
- (e) ~~Job Number;~~
- (f) ~~Card Issue Reason; and~~
- (g) ~~Customer Name.~~

**4.8 — ~~PP05 — Replacement Prepayment Device or CSM via a Point of Sale Unit (PoS Unit) or Prepayment Device~~**

4.9—The PP05 is used to request that the PPMIP creates a Customer Specific Message (CSM) for a particular Consumer and issues this message either via a PoS Unit or a replacement Prepayment Device.

4.10—The PP05 can also be used to advise the PPMIP that a replacement Prepayment Device is required.

<b>Field Name</b>	<b>Type</b>	<b>Size</b>	<b>Description</b>
<del>Record Type</del>	<del>String</del>	<del>1</del>	<del>"D" for Detail</del>
<del>Supplier Id</del>	<del>String</del>	<del>5</del>	<del>Supplier ID Number</del>
<del>Job Type</del>	<del>String</del>	<del>4</del>	<del>"PP05"</del>
<del>Job Number</del>	<del>String</del>	<del>8</del>	
<del>Meter Location Postcode</del>	<del>String</del>	<del>8</del>	<del>Meter location postcode</del>
<del>Meter Point Reference</del>	<del>String</del>	<del>10</del>	<del>Meter Point Reference Number</del>
<del>Area Id</del>	<del>String</del>	<del>2</del>	<del>'EN','CA','CR','ED','LE','MA','BI','ST'</del>

Issue Type	String	1	'G' for GAS or 'O' for OCU
Emergency Indicator	string	1	'B' Special Delivery, 'H' Hotline, 'U' Urgent, 'N' Non-urgent, 'X' 1-Hour Job
Number Messages	Numeric	1	Message embedded (0-8)
Card Issue Reason	String	1	'S' Stolen, 'C' Card not received, 'D' Damaged, 'F' Faulty, 'O' Other, 'L' Lost
Charging Status	String	1	'C' Chargeable, 'N' Non-Chargeable, 'P' Pre-paid
Customer Name	String	30	Customer Name
Address L1	String	30	Customer Address Line 1
Address L2	String	30	Customer Address Line 2
Address L3	String	30	Customer Address Line 3
Address L4	String	30	Customer Address Line 4
Address L5	String	30	Customer Address Line 5
Postcode	String	8	Customer Postcode
NGD Indicator	String	1	'+' or '-'
NGD Adjustment	Numeric	8	Non-gas debt adjustment (99999.99)
NGD Rate	Numeric	2	Non-gas debt adjustment (99)
NGD Weekly Min	Numeric	5	Non-gas debt adjustment (99.99)
NGD Weekly Max	Numeric	5	Non-gas debt adjustment (99.99)
Gas Allocation Rate	Numeric	2	Gas Allocation rate
GD Indicator	String	1	'+' or '-'
GD Adjustment	Numeric	8	Gas Debt Adjustment (99999.99)
GD Rate	Numeric	2	Gas Debt Rate (99)
GD Weekly Min	Numeric	5	Gas Debt Weekly Min (99.99)
GD Weekly Max	Numeric	5	Gas Debt Weekly Max (99.99)
Credit Indicator	String	1	'+' or '-'
Credit Adjustment	Numeric	8	Credit Adjustment (99999.99)
Authorisation	String	30	Authorisation (Name)
Outlet ID (+)	String	12	First Specific Outlet Identifier

Outlet ID (2)	String	12	Second Specific Outlet Identifier
Contact Name	String	30	Contact name
Contact Extension	String	20	Contact telephone number
Request Date	Date	8	Request date YYYYMMDD

4.11 The following fields are mandatory for all detail records:

- (a) Record Type;
- (b) Meter Point Reference;
- (c) Supplier Id;
- (d) Job Type;
- (e) Job Number;
- (f) Card Issue Reason; and
- (g) Customer Name.

#### 4.12 PP06 Supplier Query Form

4.13 The PP06 is used to request that the PPMIP performs an ad-hoc activity within three WD of receipt.

Field Name	Type	Start Position	Size	Description
Record Type	String	1	1	"D" for Detail
Supplier ID	String	2	5	
Job Type	String	7	4	"PP06"
Job Number	String	11	8	
Area ID	String	19	2	"EN","CA","CR","ED","LE","MA","BI","ST"
Response	String	21	1	"S" for same day or "T" for three days
Meter point reference number	String	22	10	Meter point reference number
Document Number	String	32	6	Document reference number
Description	String	38	150	Description of query
Contact Name	String	188	30	
Contact Extension	String	218	20	



Request Date	String	238	8	Request Date YYYYMMDD
Reason For Issue	String	246	1	"B","D","G","O"
GCN	String	247	15	
CRN	String	262	15	
Customer Name	String	277	30	
House No	String	307	4	
Meter Location Postcode	String	311	7	IIIOOO where III is the Incoming Postcode and OOO is the Outgoing Postcode
Supply Start Date	String	318	8	YYYYMMDD
Reason for Dummy CQ01	String	326	1	"N","S"

#### 4.14 PP08 – Change of Values

4.15 The PP08 is used to request that the PPMIP amends one or more of the specific Supplier values held on a Prepayment Meter.

Field Name	Type	Size	Description
Record Type	String	1	"D" for Detail
Supplier Id	String	5	Supplier ID Number
Job Type	String	4	"PP08"
Job Number	String	8	
Meter Point Reference	String	10	Meter Point Reference Number
Area Id	String	2	'EN','CA','CR','ED','LE','MA','BI','ST'
Issue Type	String	1	'G' for GAS or 'O' for OCU
Emergency indicator	String	1	"B" Special Delivery, "H" hotline, "U" urgent, "N" Non urgent, "X" 1 hour job
Number Messages	Integer	1	Messages embedded (0–8)
Card Issue Reason	String	1	'X' Other, 'R' Re-issue
Customer Name	String	30	Customer Name
Address L1	String	30	Customer Address Line 1
Address L2	String	30	Customer Address Line 2

Address L3	String	30	Customer Address Line 3
Address L4	String	30	Customer Address Line 4
Address L5	String	30	Customer Address Line 5
Posteode	String	8	Customer Posteode
Meter Location Posteode	String	8	Meter location posteode
Algorithm Code	String	1	'T' Thermometric, 'W' Weekly Budget
Weekly Budget Amount	Numeric	5	99.99
Billing Cycle Date	Date	8	
Length of Billing Cycle	String	3	Number in days
Tariff Code	String	2	
GAR	Number	3	Gas Allocation Rate (999)
Threshold	Number	5	Emergency Threshold (99.99)
Limit	Number	5	Emergency Limit (99.99)
BISS Amount	Number	5	99.99
Standing Charge	Number	6	9.9999
Tariff Block 1 Price	Number	5	9.999 (p/Kwh)
Tariff Block 2 Price	Number	5	9.999 (p/Kwh)
Tariff Block 3 Price	Number	5	9.999 (p/Kwh)
Tariff Block 4 Price	Number	5	9.999 (p/Kwh)
Tariff Block 5 Price	Number	5	9.999 (p/Kwh)
Tariff Block 6 Price	Number	5	9.999 (p/Kwh)
Tariff Block 1 Width	Number	5	99.99 (Kwh)
Tariff Block 2 Width	Number	5	99.99 (Kwh)
Tariff Block 3 Width	Number	5	99.99 (Kwh)
Tariff Block 4 Width	Number	5	99.99 (Kwh)
Tariff Block 5 Width	Number	5	99.99 (Kwh)
Outlet ID(1)	String	12	First Specific Outlet Identifier
Contact Name	String	30	Contact name

Contact Extension	String	20	Contact telephone number
Request Date	Date	8	Request Date YYYYMMDD

4.16—The following fields are mandatory for all detail records:

- (a)—Record Type;
- (b)—Meter Point Reference;
- (c)—Supplier Id;
- (d)—Issue Type;
- (e)—Job Type;
- (f)—Job Number;
- (g)—Emergency Indicator; and
- (h)—Customer Name.

4.17—The following fields are mandatory to include 'Algorithm Change' Message:

- (a)—Algorithm Code

4.18—The following fields are mandatory to include a 'Tariff Code' Message:

- (a)—Tariff Code

4.19—The following fields are mandatory to include a 'Gas Allocation Rate' Message:

- (a)—GAR

4.20—The following fields are mandatory to include an 'Emergency Credit' Message:

- (a)—Threshold; and
- (b)—Limit.

4.21—The following fields are mandatory to include a 'Weekly Budget' Message:

- (a)—Weekly Budget Rate

4.22—The following fields are mandatory to include a 'BISS' Message:

- (a)—BISS Amount

4.23—The following fields are mandatory to include a 'Tariff' Message:

- (a)—Standing Charge;
- (b)—Tariff Block Prices 1 to 6; and

(e) ~~Tariff Block Widths 1 to 5.~~

4.24 ~~For emergency OCU jobs, at least one of the outlet fields is required.~~

**4.25 ~~PP09 Removal of a Prepayment Meter~~**

4.26 ~~The Supplier shall use a PP09 to advise the PPMIP to remove a Supply Point from their portfolio of Consumers with a Prepayment Meter.~~

Field Name		Size	Description
Record Type	String	1	"D" for Detail
Supplier Id	String	5	Supplier ID Number
Job Type	String	4	"PP09"
Job Number	String	8	
Withdrawal Reason	String	1	'R' Removal, 'C' Change of supplier, 'N' No ETM at site
Meter Point Reference	String	10	Meter point reference number
Customer Name	String	30	Customer name
House Number	String	5	Customer house number
Meter Location Postcode	String	8	Meter location postcode
Withdrawal Date	Date	8	Withdrawal / Removal date
Contact Name	String	30	Contact name
Contact Extension	String	20	Contact telephone number
Request Date	Date	8	Request date

4.27 ~~The following fields are mandatory for all detail records:~~

- (a) ~~Record Type;~~
- (b) ~~Meter Point Reference;~~
- (c) ~~Supplier Id;~~
- (d) ~~Job Type;~~
- (e) ~~Job Number;~~
- (f) ~~Withdrawal Reason; and~~
- (g) ~~Withdrawal Date.~~

**4.28 ~~PP10 Change of Tariff Proforma~~**

~~4.29 The Supplier shall issue a PP10 to advise the PPMIP to send a Global Message to their entire Portfolio of Consumers with a Prepayment Meter. To do so, the proforma in Appendix 2 of this Schedule shall be used.~~

## ~~5 ASSURANCE MEASURES~~

### ~~5.1 Introduction~~

~~5.2 This Paragraph 6 requires Suppliers to carry out specified assurance measures on the standard transaction data items that were deemed to have a Consumer impact, and to put in place commercial agreements with the appropriate parties to undertake assurance measures where it is most efficient for such measures to be undertaken by a third party.~~

### ~~5.3 Metering Requirements~~

~~5.4 Each Supplier shall put in place commercial agreements, in respect of each Supply Point with a Prepayment Meter for which the Supplier is Registered, with:~~

- ~~(a) Meter Asset Providers (MAPs) to only provide Prepayment Meters that have been appropriately tested<sup>11</sup> and conform with the initial Quantum specification as defined by the Meter manufacturers;~~
- ~~(b) Meter Asset Managers (MAMs) to only install Prepayment Meters that have been appropriately tested and conform with the initial Quantum specification as defined by the Meter manufacturer; and~~
- ~~(c) NSPs to facilitate appropriate testing of Prepayment Meters where requested by the PPMIP.~~

~~5.5 Where, in respect of a Supply Point with a Prepayment meter for which the Supplier is Registered, it becomes aware of an issue relating to a Prepayment Meter or software type that has been tested in accordance with Paragraph 6.2.1, the Supplier shall arrange for a satisfactory resolution to be implemented. This may include replacing the meter, performing a decommission / recommission or updating the Prepayment Meter's software as appropriate.~~

### ~~5.6 Standard Prepayment Meter Transaction Data~~

~~5.7 In response to a Consumer making an advance payment, a Prepayment Meter must be capable of returning the below set of standard transaction data items<sup>12</sup> (the "Standard Transaction Data Items") to the Supplier via the PPMIP:~~

- ~~(a) active credit;~~
- ~~(b) billing cycle;~~
- ~~(c) CV code;~~

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<sup>11</sup> Testing shall involve an initial / benchmark test, including testing of the billing algorithm used, followed by an interface test. Subject to the Prepayment Meter or Meter with prepayment software passing the first two tests, a controlled pilot test is then required (which shall be supported by the Supplier).

<sup>12</sup> The Standard Transaction Data Items listed above have been provided based on a separate industry change required by the PPMIP and NSPs.

- ~~(d) debt information;~~
- ~~(e) emergency credit provision;~~
- ~~(f) emergency credit threshold;~~
- ~~(g) fault enable;~~
- ~~(h) gas allocation rate;~~
- ~~(i) prepaid credit;~~
- ~~(j) Tariff Code and the page of that Tariff Code; and~~
- ~~(k) transaction value.~~

~~5.8 The Suppliers shall, in accordance with their individual commercial agreements with the PPMIP, ensure that the Standard Transaction Data Items for each Consumer payment are retrieved and made available for the Suppliers.~~

#### ~~5.9 Assurance Framework~~

~~5.10 Based on the Standard Transaction Data Items, Suppliers shall ensure that the assurance measures set out in this Paragraph 6 are in place, for the purpose of identifying any potential issues in relation to prepayment systems or software which might be detrimental to Consumers, so that they may be remedied.~~

#### ~~5.11 Calorific Value (CV) Code~~

~~5.12 The Supplier shall ensure that the CV code value used to calculate each of its Consumer's charges is the correct CV code value for the Consumer's Local Distribution Zone (LDZ). The CV code initially allocated may be derived from the address post code, and this may not map to the correct LDZ.~~

~~5.13 The PPMIP shall ensure that the average calculated CV displayed on a Consumer's Prepayment Meter is made available via regional data on a weekly basis. The Suppliers, via their individual commercial agreements with the PPMIP, shall ensure that the CV code returned via the Standard Transaction Data Item corresponds to the calculated CV held on its internal systems. Where the PPMIP identifies a discrepancy in the CV, the PPMIP (on behalf of the Supplier) shall ensure that an updated CV code is automatically sent via a CSM.~~

~~5.14 Suppliers shall not be held responsible for Consumer vend patterns and the availability and accuracy of the daily CVs provided by National Grid.~~

#### ~~5.15 Debt Management~~

~~5.16 The Supplier shall use the debt information returned to it in the Standard Transaction Data Items to ensure that the below items are correct and correspond with its internal systems:~~

- ~~(a) the amount of debt (and other debt related data) held on the Prepayment Meter;~~
- ~~(b) the weekly recovery rate, as agreed with the Consumer; and~~
- ~~(c) the gas debt recovery rate and non gas debt recovery rate, as agreed with the Consumer.~~

~~5.17 The PPMIP shall report, upon request by individual Suppliers via their commercial agreements, on all debt flows that are issued to Prepayment Meters for that Supplier, checking that the messages have been received by the Meters and that an acknowledgement flag has been returned. The PPMIP shall ensure that the debt information is issued to the Meter.~~

#### ~~5.18 Emergency Credit~~

~~5.19 The Supplier shall ensure that the emergency credit threshold returned to it in the Standard Transaction Data Items aligns with the emergency credit threshold agreed with the Consumer and held on the Supplier's internal systems.~~

#### ~~5.20 Fault and Tamper Notification~~

~~5.21 The PPMIP shall in accordance with their individual commercial agreements with each Supplier, provide a report to the Supplier regarding the fault and tamper notifications that have been received from the Supplier's Prepayment Meters. Subject to individual commercial agreements being in place, the PPMIP may provide this report to the MAP or its appointed agents for its portfolio.~~

~~5.22 Based on the content of such reports, the Supplier shall promptly take the appropriate action in response to the events identified by the fault and tamper notifications that detrimentally impact Consumers.~~

#### ~~5.23 Tariff~~

~~5.24 The Supplier shall ensure that the Tariff Code and page returned to it in the Standard Transaction Data Items correspond to the tariff agreed with the Customer and held on the Supplier's internal systems.~~

~~5.25 The PPMIP shall report, upon request by individual Suppliers via their commercial agreements, the tariff settings that are received on a Customer's prepayment in comparison to the last tariff flow instruction received from the Supplier.~~

~~5.26 Where, reports provided in accordance with Paragraph 6.9.2 identify an inconsistency on three consecutive payments, the PPMIP, if requested by Suppliers as part of their individual commercial agreements issue a tariff correction message to the Prepayment Meter.~~

#### ~~5.27 Reporting~~

~~5.28 The PPMIP shall, in accordance with the individual commercial agreements with Suppliers, provide a monthly report to the Supplier of the assurance measures that the PPMIP has undertaken on the Supplier's behalf<sup>13</sup>. This report shall be based on data from at least 3% of a Supplier's portfolio of Prepayment Meters.~~

~~5.29 The PPMIP shall ensure that this sample of Prepayment Meters is randomly selected based on the region code, ensuring that the same Supply Points are not reported on more than once within a twelve-month period.~~

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<sup>13</sup> Appendix 4 summarises all of the PPMIP obligations referred to in this Schedule, however the overarching obligation sits with the Supplier to ensure that its PPMIP acts in accordance with the any provision of this Agreement and the SPAA Products which applies to the PPMIP.

~~5.30 Additional reporting may be requested by the Supplier via their individual commercial agreement with the PPMIP.~~

#### ~~5.31 Issue Management~~

~~5.32 Each Supplier shall, within one month after receiving a report under Paragraph 6.10, notify any system or technical issues identified in the report to the Secretariat for consideration at the GPEG.~~

~~5.33 The Secretariat shall maintain a log of all issues raised by Suppliers for consideration, and of the conclusions of the GPEG, but shall not attribute the issues to any particular Supplier.~~

#### ~~5.34 Self-Certification of Compliance~~

~~5.35 Each Supplier which is Registered for a Supply Point that has a Prepayment Meter shall sign an annual self-certification statement of compliance which shall confirm that the Supplier is compliant with this Schedule and is able to provide supporting evidence of compliance if requested by the SPAA EC or the Authority.~~

~~5.36 Any self-certification statement of compliance provided in accordance with paragraph 6.13.1 shall be made in the form set out in Appendix 4 to this Schedule; provided to the Secretariat within 5 WD after the start of each year in respect of the previous year; and signed by the Supplier's SPAA Contract Manager.~~

~~5.37 The Secretariat shall report to the SPAA EC on the number of self-certification statements received and the number of outstanding self-certification statements. Copies of this report shall be available on request to the Authority.~~

~~5.38 For the avoidance of doubt, the provision by a Supplier of a self-certification statement of compliance (or a Supplier's failure to do so) shall not relieve the Supplier of any obligations imposed by this Schedule.~~

#### ~~5.39 Standard File Formats~~

~~5.40 The PPMIP shall make available a document detailing each of the standard assurance file formats.~~

## ~~6 CHANGE OF SUPPLIER FOR SMART PREPAYMENT METERS~~

### ~~6.1 Introduction~~

~~6.2 This section sets out a number of Supplier obligations in relation to the CoS process for Smart Meters. These obligations are intended to ensure continuity of supply where a Meter is going through the smart prepayment CoS process, specifically where the Smart Meter cannot be communicated with by either or both Suppliers.~~

~~6.3 The following conditions must be met, in order for the procedure to be utilised:~~

- ~~(a) a CoS has taken place for the Supply Point to which the Smart Meter relates; and~~
- ~~(b) the Old Supplier operated the Smart Meter as a Prepayment Meter.~~

### ~~6.4 Change of Supplier Process~~



- ~~6.5 The Old Supplier shall undertake all reasonable steps to instruct the change of mode on a Smart Meter from prepayment to credit in advance of the New Supplier's SSD. For SMETS2 Meters, this will be carried out by sending a service request command in accordance with the Smart Energy Code via the DCC.~~
- ~~6.6 The Old Supplier shall undertake all reasonable attempts to reject attempted payments, which are intended to top up the balance of a DCC enrolled Smart Meter, and may reject attempted payments for non DCC enrolled Smart Meters, following their Supplier end date. In this circumstance, the Old Supplier shall provide guidance to Consumers regarding how to identify their Supplier.~~
- ~~6.7 **Exceptions Process**~~
- ~~6.8 The following exceptions process specifically relates to DCC enrolled Smart Meters. For non DCC enrolled Smart Meters the relevant Supplier can choose one of the below options in order to mitigate the risk of a Consumer losing supply due to an exception described in this Paragraph 5.3:~~
- ~~(a) replace the non DCC enrolled Smart Meter with a DCC enrolled Smart Meter; or~~
  - ~~(b) have in place a bilateral agreement with the relevant Old Supplier.~~
- ~~6.9 The New Supplier shall undertake all reasonable steps to remotely apply their configuration settings on a Smart Meter before requesting a Fixed Balance UTRN from the relevant Old Supplier.~~
- ~~6.10 If the change of mode command is not successful in switching the Smart Meter from prepayment to credit, the New Supplier can request, where previously not provided by the Old Supplier, one or more Fixed Balance UTRNs from the relevant Old Supplier via the pro forma provided in Appendix 3 within 28 calendar days of the relevant Old Supplier's end date. Only one Fixed Balance UTRN will be provided per request for a Domestic Premises, unless otherwise agreed bilaterally between the relevant Suppliers.~~
- ~~6.11 The relevant Old Supplier shall, when contacted by the New Supplier, take all reasonable steps to provide Fixed Balance UTRNs within 3 Working Hours of the receipt of the request, via the pro-forma provided in Appendix 3. The relevant Old Supplier may provide Fixed Balance UTRNs to the New Supplier on CoS, without a request being received.~~
- ~~6.12 The relevant Old Supplier shall notify the New Supplier in instances where a Fixed Balance UTRN is not able to be produced within 3 Working Hours of the receipt of the request. The relevant Old Supplier shall provide a reason why the request could not be completed using the pro-forma provided in Appendix 3.~~
- ~~6.13 The relevant Old Supplier shall not receive a payment from the Consumer or the New Supplier for the value of the Fixed Balance UTRNs provided in accordance with this Schedule.~~
- ~~6.14 In instances where the provision of a Fixed Balance UTRN to the Consumer does not work, the Old Supplier is unable to provide a Fixed Balance UTRN or the Consumer is unable to input the Fixed Balance UTRN, the New Supplier shall undertake relevant arrangements with the Consumer to guarantee continued supply.~~
- ~~6.15 **UTRN Generation Process**~~
- ~~6.16 The following UTRN generation process specifically relates to DCC enrolled Smart Meters. Each Supplier shall make available to all other Suppliers nominated email and telephone contact details for the relevant Operational Contacts, as well as Working Hours, for the provision of Fixed Balance~~

~~UTRNs. Requests for Fixed Balance UTRNs should be made by email in the first instance. Any further follow up action shall be carried out via email or via telephone.~~

- ~~6.17 The relevant Old Supplier shall continue to provide Fixed Balance UTRNs, upon request from the New Supplier, for a period of up to 90 calendar days following its Supplier end date, where an initial request had previously been processed within 28 calendar days of the relevant Old Supplier's end date (as per Paragraph 5.3.3).~~
- ~~6.18 The cost of the generation and administration of providing the Fixed Balance UTRN will be provided free of charge by the relevant Old Supplier.~~

## ~~Appendix 1—Misdirected Payment Claim Form and Reason Codes~~



Annex A MDP  
form.xls

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## Appendix 2 – Change of Tariff Proforma

Change of Tariff Proforma

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**Company Name** - [Redacted]

- - - - -

**Tariff Code** - [Redacted] **Proposed Name** - [Redacted]

- - - - -

**Tariff Start Date:** - [Redacted]

New Tariff Values:

- - - - -

**Daily Standing Charge:** - [Redacted]

Allows for £ & pence therefore ensure you complete correctly (i.e. 42p enter as 0.0420)

If you require a 2-block tariff complete blocks 4 & 5 (higher rate in block 4). If you require a 1-block tariff complete block 5 only.

Block	Price	Width
0	-	-
1	-	-
2	-	-
3	-	-
4	-	-
5	-	XXXX

**Provide kWh as a daily value**  
**Price: pence to 3 decimal places**  
 (example if tariff is 2.5/kWh enter 2.500). Width is number of kWh charged at the higher rate per day currently 12.56kWh per day.  
 (not applicable in block 5 or if using a 1-block tariff)

If you require more than a 2 block tariff, start entering values at a lower numbered block. (i.e. you want a 3 block tariff start by entering higher tariff values in block 3, next highest in block 4 lowest values in block 5 (remember to include number of

Remember to include VAT within the value of both the Tariff and Standing Charge to ensure that the meter charges correctly.

-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
<b>Authorised by</b>	-	-	-	-	-	-	-	<b>Date</b>	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
<b>Confirmed by SMS</b>	-	-	-	-	-	-	-	<b>Date</b>	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
<b>Date change will be input onto system</b>	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
<b>Confirmation of Change</b>	-	-	-	-	-	-	-	<b>Date</b>	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
<b>Confirmation of updating current values to new and start date to zero.</b>	-	-	-	-	-	-	-	<b>Date</b>	-	-
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-

**Appendix 3—Fixed Balance UTRN Request/Rejection Pro-Forma**

Date	New Supplier ID	Relevant Old Supplier ID	Meter Serial Number	GUID	MPAN/MPRN	UTRN	Value	Rejection Reason

## Appendix 4—Self-Certification Pro-Forma

### Schedule 43 Self-certification of compliance

Company Name: .....

Company Address: .....

.....

.....

I hereby confirm that we are compliant with the obligations contained in SPAA Schedule 43.

A brief description of those obligations is summarised below:

Paragraph	Obligation
5.10	Enter into a commercial agreement with the PPMIP to provide the assurance measures detailed within Paragraph 5.10.
5.4	Put commercial agreements in place with: <ul style="list-style-type: none"> <li>● Meter Asset Providers (MAPs) to only provide Prepayment Meters that have been appropriately tested and conform with the initial Quantum specification as defined by the Meter manufacturer.</li> <li>● Meter Asset Managers (MAMs) to only install Prepayment Meters that have been appropriately tested and conform with the initial Quantum specification as defined by the Meter manufacturer.</li> <li>● Network Service Providers (NSPs) to facilitate appropriate testing of Prepayment Meters where requested by the PPMIP.</li> </ul>
5.13	Ensure the correct CV Code is used for the LDZ of the Customer’s meter location.
5.16	Use the debt information Standard Transaction Data Item to ensure the below items are correct and correspond with its internal systems:

	<ul style="list-style-type: none"> <li>• amount of debt (and other debt related data) held on the Prepayment Meter</li> <li>• weekly recovery rate, as agreed with the Consumer</li> <li>• Agreed allocation rate</li> </ul>
5.19	Ensure that the emergency credit threshold Standard Transaction Data Item aligns with the emergency credit threshold agreed with the Consumer and held on your internal systems
5.21	Ensure that all fault and tamper notifications that detrimentally impact Consumers are promptly actioned
5.24	Ensure that the tariff page and code returned via the Standard Transaction Data Item corresponds to the tariff data agreed with the Customer and held on your internal systems
5.28	Request a monthly report of the assurance measures that a PPMIP has undertaken on your behalf for at least 3% of your gas Prepayment Meters
5.32	Raise system or technical issues identified to the Secretariat within one calendar month

I confirm that we are able to provide supporting evidence of compliance with the above obligations if requested by the Secretariat on behalf of the SPAA EC or the Authority.

Print Name: .....

Signature (Contract Manager): .....

Date: .....

Contact Details (Telephone): .....

Contact Details (Email Address): .....



## Appendix 5—PPMIP Obligations

The table below summarises the PPMIP obligations set out within this Schedule, however the overarching obligation sits with the Supplier to ensure that their PPMIP acts in accordance with the SPAA and SPAA Products.

Section	Obligation
5.12	Ensure that Standard Transaction Data Items are returned to the Supplier where a Customer makes an advanced payment, and store Standard Transaction Data Items for a payment within the PPMIP Customer Database.
5.13	Ensure the average calculated CV is available weekly via Regional Data.
5.13	Cross-check that the CV Code returned in the Standard Transaction Data Items provided corresponds to the CV Code held on the PPMIP systems.
5.13	Automatically update identified discrepancies with the CV code via a Customer Specific Message.
5.16	At the request of a Supplier, report all debt flows that are issued to the Prepayment Meters for that Supplier's Prepayment Meter Portfolio, checking that the messages have been received by the meter and that an acknowledgement flag has been returned.
5.16	Ensure that the debt information is issued to the meter.
5.21	Report to a Supplier regarding any Fault and Tamper notifications relating to that Supplier's Customers.
5.24	If requested by Suppliers, ensure that the tariff settings that are received on a Customer's vend in comparison to the last tariff flow instruction each Supplier sent.
5.24	If requested by Suppliers, ensure that a tariff correction message is issued to the Prepayment Meter where an inconsistency is identified on three consecutive payments.
5.28	If requested by Suppliers, ensure that 3% of each Supplier's gas Prepayment Meter portfolio is reported on based on the Region Code, with the same Supply Point not being reported on more than once within a twelve month period.