**Retail Code Consolidation** **before Faster Switching Programme**

**Consequential Changes**

**Section 1 – Definitions and interpretations**

Add/Amend/Delete the following definitions:

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| --- | --- |
| Daily Statement | means a statement based on the Supercustomer DUoS Report and providing the data items set out in the D0242 data flow / market message as amended from time to time in accordance with the provisions of the Retail Energy Code |
| Energy Market Data Specification | has the meaning given to that term in the Retail Energy Code |
|  |  |
|  |  |
| Meter Operation Code of Practice Agreement | has the meaning given to that term in the Retail Energy Code |
| Metering Point | means the point, determined in accordance with the Retail Energy Code at which a supply to (export) or from (import) a Distribution System:  (a) is or is intended to be measured; or  (b) where metering equipment has been removed, was or was intended to be measured; or  (c) in the case of an Unmetered Supply under the Unmetered Supplies Procedure, is deemed to be measured,  where in each case such measurement is for the purposes of ascertaining a Supplier/CVA Registrant’s liabilities under the Balancing and Settlement Code. |
| MPAS | has the meaning given to that term in the Retail Energy Code. |
| MPAS Registration System | has the meaning given to that term in the Retail Energy Code. |
|  |  |
| RECCo | has the meaning given to that term in the Retail Energy Code |
| REC Code Manager | has the meaning given to the term “Code Manager” in the Retail Energy Code |
| Registered | means, in respect of a Supplier/CVA Registrant and:  (a) a Metering Point, that that Party is registered in respect of that Metering Point under and in accordance with the Retail Energy Code; and  (b) a Metering System, that that Party is registered in respect of that Metering System under and in accordance with the BSC. |
| Relevant Instruments | means:  (a) the Act and all subordinate legislation made under it as amended from time to time;  (b) the Data Protection Legislation and all subordinate legislation made under it as amended from time to time;  (c) the Distribution Licence and the Supply Licence, and any determination, direction, consent or notice made or issued by the Authority pursuant to the terms thereof;  (d) the Data Transfer Service Agreement;  (e) the Retail Energy Code;  (f) the Connection and Use of System Code;  (g) the Balancing and Settlement Code;  (h) the Smart Energy Code,  and, whether under any of the foregoing or otherwise, all authorisations, approvals, licences, exemptions, filings, registrations, notarisations, consents and other matters which are required, or which a Company acting in accordance with Good Industry Practice would obtain, in connection with the provision of the services under this Agreement, of or from any Competent Authority. |
| Retail Energy Code or REC | has the meaning given to the term “Retail Energy Code” in the Supply Licence. |
| Settlement Class MSID Count | has the meaning given to that term in the data flow / market message (as amended from time to time in accordance with the provisions of the Retail Energy Code) |
| Settlement Class Unit Count | has the meaning given to that term in the data flow / market message (as amended from time to time in accordance with the provisions of the Retail Energy Code) |
| Supercustomer DUoS Report | means a report of profiled data by Settlement Class providing the data items set out in the D0030 data flow / market message (as amended from time to time in accordance with the provisions of the Retail Energy Code). |

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

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

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

5.7.3 one person appointed from time to time, by notice to the Panel Secretary, by the Consumer Body (Citizens Advice and Citizens Advice Scotland acting together to jointly appoint one person);

5.7.4 (at the invitation of the Panel from time to time) a representative of BSCCo;

5.7.5 (at the invitation of the Panel from time to time) a representative of RECCo; and

5.7.6 (at the invitation of the Panel from time to time) a representative of SECCo.

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

7.14.1 the Panel Members and the Alternates;

7.14.2 the appointed persons referred to in Clause 5.7;

7.14.3 (where the Panel has resolved to invite representatives of one or more of them) one or more (as applicable) of BSCCo, RECCo and/or SECCo; and

7.14.4 the Parties.

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

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

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

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

where:

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

N is, in respect of a DNO Party or an IDNO Party, the aggregate number of Metering Points which each such Party has on its MPAS Registration System; and, in respect of a Supplier Party, the aggregate number of Metering Points against which that Party is registered across all of the MPAS Registration Systems (based, in each case, on the average figure for the three months comprising that Quarter and provided under clause [6.43] of the MRA Transition Schedule of the REC);

TN is, in respect of each Party and that Quarter, the aggregate number of Metering Points across all of the MPAS Registration Systems (based on the average aggregate figure for the three months comprising that Quarter and provided under clause [6.43] of the MRA Transition Schedule of the REC); and

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

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

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

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

16.1.3 where the User is a CVA Registrant, that the User is a BSC Party and is Registered in respect of one or more CVA Metering Systems that are connected directly to a Distribution System;

16.1.4 that the Company holds a Distribution Licence;

16.1.5 that both the User and the Company are party to the Connection and Use of System Code and any necessary supplemental agreement pursuant to it (to the extent that the User or the Company is required to do so by its Licence, and/or the Company is required by the CUSC not to provide Use of Distribution System unless the User does so);

16.1.6 that both the User and the Company are party to the Balancing and Settlement Code;

16.1.7 where the User is a Supplier Party, that the Retail Energy Code and the Data Transfer Service Agreement are in full force and effect between the User and the Company, and that such agreements are unconditional save for any conditions that this Agreement becomes unconditional; and

16.1.8 that both the User and the Company are (if required to be by their licence under the Act) party to the Smart Energy Code.

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19.2 The “Other Charges” shall be:

19.2.1 the charges for (i) the provision of MPAS (ii) (where applicable) the provision of Legacy Meter Asset Provision and of Data Services, and (iii) (where applicable) the provision of last resort supply payments (all pursuant to the Company’s obligations under, respectively, Condition 18, Condition 36, and Condition 38 of its Distribution Licence);

19.2.2 (to the extent not captured within Clause 19.1C) the charges for certain services ancillary to those for which Use of System Charges are levied and which are provided by the Company to the User pursuant to any of:

(A) the BSC and the CUSC; or

(B) the Retail Energy Code; and

19.2.3 the charges for any other services provided by the Company to the User pursuant to:

(A) a provision of this Section 2A; or

(B) any other agreement between the Company and the User for the provision of such services which provides for payment pursuant to this Agreement.

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

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22.1 This Clause 22 applies in respect of those Charges:

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

22.1.2 referred to in Clauses 18.3.5 and 32.1,

(such Charges being Transactional Charges).

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

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## 25.5 If the User resolves to Energise or Re-energise a Metering Point or Metering System pursuant to Clause 25.4: 25.5.1 the User shall decide on the extent and nature of the Energisation Works or Re-energisation Works and the User shall undertake such Energisation Works or Re-energisation Works at its own cost; and 25.5.2 when such Energisation Works or Re-energisation Works are complete the User shall, in accordance with the Retail Energy Code or the BSC (as applicable), instruct the MPAS Provider to register the relevant Metering Point as Energised (but only, in the case of an Unmetered Supply, if the Energisation Works or Re-energisation Works have allowed the flow of electricity through the relevant Exit Point).

## 25.6 If the User resolves to De-energise a Metering Point or a Metering System pursuant to Clause 25.4:

## 25.6.1 the User shall decide on the extent and nature of the De-energisation Works and the User shall undertake such De-energisation Works at its own cost;

## 25.6.2 (in respect of Metering Points) when such De-energisation Works are complete, the User shall, in accordance with the Retail Energy Code, instruct the MPAS Provider to register the relevant Metering Point as De-energised (but only, in the case of an Unmetered Supply, if the Deenergisation Works have prevented the flow of electricity through the relevant Exit Point); and

## 25.6.3 (in respect of Metering Systems) when such De-energisation Works are complete, the User shall, in accordance with the BSC, instruct the CDCA to register the relevant Metering System as De-energised.

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

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30.1 The User shall:

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

(A) where a Notice of Objection (as defined in the Retail Energy Code) is not received in relation to the User’s application to become Registered in respect of that Metering Point, the expiry of the Objection Raising Period (as defined in the Retail Energy Code); or

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

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

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

30.2 The information referred to in Clause 30.1 is:

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

30.2.2 the relevant Connectee’s name;

30.2.3 the Metering Point or Metering System address;

30.2.4 in respect of an Exit Point, the Customer’s Maximum Import Capacity if:

(A) the Customer is not a Domestic Customer (as defined in the Supply Licences);

(B) the Customer has a maximum power requirement of not less than 20 kVA; and

(C) the Customer is a new owner or occupier of the site; and

30.2.5 in respect of an Entry Point, the Maximum Export Capacity.

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

37.1.1 that the User holds a Distribution Licence or is the OTSO Party;

37.1.2 that the Company holds a Distribution Licence;

37.1.3 that both the User and the Company are party to the Connection and Use of System Code and any necessary supplemental agreement pursuant to it;

37.1.4 that both the User (unless it is the OTSO Party) and the Company are party to the Retail Energy Code and the Data Transfer Service Agreement;

37.1.5 that both the User and the Company are party to the BSC; and

37.1.6 that both the User and the Company are party to the Smart Energy Code.

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

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

54.2.2 Clause 54.1.8, the Panel shall be entitled to instruct each DNO/IDNO Party to procure suspension of registration services for the Breaching Party under the Retail Energy Code, in which case the DNO/IDNO Parties shall procure such suspension, and the Panel shall notify the Breaching Party of such suspension and each DNO/IDNO Party shall report the alleged event of default to the REC Code Manager as required under the Retail Energy Code; and

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

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

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54.4A Where the Panel has instructed the DNO/IDNO Parties to procure suspension of registration services for a Party in accordance with Clause 54.2.2 and that Party remedies the DCUSA Payment Default, then the Panel shall notify each DNO/IDNO Party and the Authority that the DCUSA Payment Default has been remedied. Following receipt of such notification, each DNO/IDNO Party shall cease the suspension of registration services, and notify the REC Code Manager that the suspension of registration services has been lifted.

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

59.1.1 the Balancing and Settlement Code;

59.1.2 the Retail Energy Code; and/or

59.1.3 the Energy Market Data Specification.

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**Schedule 1 – Cover**

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

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

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**Schedule 14 – website requirements**

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

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**Schedule 16 - Common Distribution Charging Methodology**

**Glossary of terms used within Schedule 16**:

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| related MPAN | has the meaning given to the expression “Related Metering Points” in the Retail Energy Code. |

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**Schedule 19 – Portfolio Billing**

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

##### the Market Domain I.D. of the EDNO;

##### the GSP Group code of the DNO Party;

##### the invoice reference number;

##### the unique site reference of the connection within the EDNO Distribution System;

##### the number of MPANs covered by the invoice;

##### a list of the MPANs covered by the invoice (to be set out in accordance with Paragraph 3.5);

##### the month and year of the consumption/production covered by the invoice;

##### the Line Loss Factor Class Id (as defined in the Energy Market Data Specification) for each MPAN covered by the invoice (being, for each MPAN, the “LLFC Id”);

##### the fixed charge units (in days) covered by the invoice;

##### the units (in kWh) consumed/produced during the DNO Party’s super red, red or black charging time bands, for the MPANs and in the period covered by the invoice;

##### the units (in kWh) consumed/produced during the DNO Party’s amber or yellow charging time band, for the MPANs and in the period covered by the invoice;

##### the units (in kWh) consumed/produced during the DNO Party’s green charging time band, for the MPANs and in the period covered by the invoice;

##### the chargeable agreed capacity (in kVA) for the MPANs covered by the invoice;

##### the chargeable excess capacity (in kVA) for the MPANs covered by the invoice; and

##### the chargeable reactive power units (in kVArh) for the MPANs covered by the invoice.

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

2.1 The codes to be used are those defined by reference to the Energy Market Data Specification Data Item J1824 “Asset Condition Code”

2.1.1 The asset condition codes for Category A Situations are referenced in the Energy Market Data Specification with the prefix “A”

2.1.2 The asset condition codes for Category B Situations are referenced in the Energy Market Data Specification with the prefix “B”.

2.1.3 The asset condition codes for Category C Situations are referenced in the Energy Market Data Specification with the prefix “C”.