ENERGY
GREEN DEAL
MODIFICATIONS TO THE DISTRIBUTION CONNECTION AND USE OF SYSTEM AGREEMENT (DCUSA)

In exercise of the powers conferred by section 17(1)(e) of the Energy Act 2011 (the "Act"), the Secretary of State makes the following modifications to the Distribution Connection and Use of System Agreement (being a document maintained in accordance with the conditions of licences under section 6(1)(c) of the Electricity Act 1989), which have effect from the day after the date on which they are made.

The Secretary of State has consulted the holders of any licence being modified, the Gas and Electricity Markets Authority and such other persons as the Secretary of State considered appropriate in accordance with section 21 of the Act.

1. In Clause 1.1, insert the following new definitions in the appropriate places:

"Disconnect means:

(a) in respect of Section 2A, to permanently disconnect a Metering Point or Metering System by the removal of all or part of the Company’s equipment associated with the connection of such Metering Point or Metering System; or

(b) in respect of Section 2B, to permanently disconnect a Connection Point by the removal of all or part of the Company’s Connection Equipment and Connection Assets.

Green Deal Premises has the meaning given to that term in the Distribution Licences.

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

2. In Clause 25.4, for "with the relevant Connectee" substitute "or the Act".

3. After Clause 25.19, insert:

"25.19A The Company and the User acknowledge that Condition 12.9A of the Distribution Licence prohibits the Company from Disconnecting a Green Deal Premises, unless certain circumstances set out in that Condition apply. Before complying with a Disconnection Notice in respect of a particular Metering Point, the Company shall check whether that Metering Point is identified in MPAS as relating to a Green Deal Premises. If the Metering Point is identified in MPAS as relating to a Green Deal Premises, then the Company shall not be obliged to comply with the Disconnection Notice (and where the Company decides not to comply it shall provide the User with the reason for its decision). The Company may nevertheless Disconnect a Metering Point identified in MPAS as relating to a Green Deal Premises where the Company is of the reasonable opinion that it is entitled to do so in accordance with Condition 12.9A of the Distribution Licence."
25.19B The User shall indemnify the Company against all costs, demands, claims, expenses, liability, loss, or damage which the Company incurs in consequence of acting in reliance on whether or not a Metering Point is identified in MPAS as relating to a Green Deal Premises, including where:

29.19B.1 the Company Disconnects a Metering Point relating to a Green Deal Premises that was not identified as such in MPAS; or

25.19B.2 the Company refuses to Disconnect a Metering Point that does not relate to a Green Deal Premises because that Metering Point was incorrectly identified in MPAS as relating to a Green Deal Premises.

25.19C The Company shall indemnify the User and each Green Deal Provider against all costs, demands, claims, expenses, liability, loss, or damage which the User or relevant Green Deal Provider(s) incur or incurs (as applicable) in consequence of the Company Disconnecting a Green Deal Premises in breach of Condition 12.9A of the Distribution Licence where the Metering Point relating to that premises was correctly identified in MPAS as relating to a Green Deal Premises. Such indemnity will not apply where the Company Disconnected the Green Deal Premises in response to a Disconnection Notice initiated by the User under Clause 25.15, but will (for the avoidance of doubt) apply in the case of Disconnection Notices given pursuant to Clause 25.16 or 25.18."

4. For Clause 25.20, substitute:

"25.20 Subject to Clauses 25.17 and 25.19A, the Company shall carry out the Disconnection of the Metering Point or Metering System in accordance with the Disconnection Notice, and shall:

25.20.1 in respect of a Metering Point, send a Registration Notice to the MPASP Provider instructing it to register the Metering Point as de-registered; or

25.20.2 in respect of a Metering System, provide a disconnection certificate to the User,

(in each case) in accordance with the BSC."

5. Omit "and" from Clause 60.8.2.

6. In Clause 60.8.3, for "," substitute "; and".

7. After Clause 60.8.3, insert:

"60.8.4 that Green Deal Providers hold under Clause 25.19C;"

8. For paragraph 6.2 of Schedule 2B, Section 3, substitute:

"6.2 Unless the Company reasonably considers that it is not permitted to Disconnect the Connection Point in accordance with the Act or the Electricity Distribution Licence, and unless agreed otherwise following the receipt of a Disconnection Notice in accordance with Clause 6.1, the Company shall (on, or as soon as reasonably practicable after, the date specified in the Disconnection Notice) remove the Connection Equipment from the Property. The Customer acknowledges that it may not be practicable to remove the equipment on the date specified, or for some time
thereafter. The Customer shall pay to the Company forthwith upon demand an amount equal to the reasonable costs and expenses incurred by the Company in removing the Connection Equipment.

9. For paragraph 6.3 of Schedule 2B, Section 3, substitute:

"6.3 The Company shall be entitled to Disconnect the Connection Point where it is permitted to do so in accordance with the Act or the Electricity Distribution Licence (including if the Company reasonably considers it necessary to do so for safety reasons). Where such safety reasons were the result of the Customer's acts or omissions, the Customer shall pay to the Company forthwith upon demand an amount equal to the reasonable costs and expenses incurred by the Company in undertaking the Disconnection."