

# **ENERGY**

## **SMART METERS**

### **MODIFICATIONS TO THE SMART ENERGY CODE, SMART METER COMMUNICATION LICENCES AND THE STANDARD CONDITIONS OF ELECTRICITY AND GAS SUPPLY LICENCES (No. 1 of 2014)**



*Draft licence modifications laid before Parliament under section 89(3) of the Energy Act 2008; draft to lie for forty days pursuant to section 89(4) of that Act, during which period either House of Parliament may resolve that the licence modifications not be made.*

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#### **MODIFICATIONS TO THE SMART ENERGY CODE, SMART METER COMMUNICATION LICENCES AND THE STANDARD CONDITIONS OF ELECTRICITY AND GAS SUPPLY LICENCES (No. 1 of 2014)**

The Secretary of State makes the following licence modifications in exercise of the powers conferred by section 88(1) of the Energy Act 2008 (“the Act”).

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 89(1) of the Act.

A draft of these licence modifications has been laid before Parliament in accordance with section 89(3) of the Act. Neither House of Parliament resolved, within the 40-day period referred to in section 89(4) of the Act, that the Secretary of State should not make the licence modifications.

#### **Interpretation**

**1** In these modifications—

(a) “smart meter communication licences” means—

- (i) the licence granted to Smart DCC Limited on 20th September 2013 under section 7AB(2) of the Gas Act 1986; and
- (ii) the licence granted to Smart DCC Limited on 20th September 2013 under section 6(1A) of the Electricity Act 1989; and

(b) “Smart Energy Code” means the document of that title required to be maintained and in force in accordance with condition 21 of the smart meter communication licences.

#### **Modifications to smart meter communication licences**

**2** The conditions of the smart meter communication licences are modified in accordance with paragraphs 3 to 6, with effect from 31 March 2014.

**3** Replace condition 11.12 with the following—

“11.2 The arrangements to which paragraph 11.11 refers must include such procedures or other matters as may be necessary to ensure that revenues flow either:

- (a) from the Licensee to the Relevant Provider for and in connection with the provision of Fundamental Service Capability to the Licensee; and then from the Relevant Provider

to persons engaged (indirectly pursuant to the Relevant Contract) in the business of financing, procuring, providing, or operating Communications Hubs; or

- (b) from the Licensee (or, where the SEC so provides, from SEC Parties) to persons (other than the Relevant Provider) engaged (indirectly pursuant to the Relevant Contract) in the business of financing Communications Hubs,

in such manner, at such times, and to such extent as will ensure that:

- (i) the Relevant Provider is able to fulfil its obligations under the Relevant Contract; and
- (ii) the Licensee is able to be provided with the goods, services, and resources necessary to enable it to fulfil its obligations under this Licence.”.

4 In condition 27, insert a new part F1 after paragraph 27.14 as follows—

**“Part F1: Ring-fencing of the Licensee’s revenues**

27.14A Subject to paragraph 27.14C, the Licensee must ensure that all revenues that:

- (a) accrue to the Licensee from Service Charges levied in accordance with the provisions of Condition 18 (Charging Methodology for Services) and of Condition 19 (Charging Statement for Services); or
- (b) are otherwise received by the Licensee in relation to the carrying on of the Authorised Business of the Licensee,

are paid into and held and maintained in a Secure Account (but without prejudice to the full and timely disbursement from that account of all monies that are properly payable by the Licensee).

27.14B For the purposes of paragraph 27.14A, a “**Secure Account**” is a bank account held within the European Economic Area in the name of the Licensee that:

- (a) is separate from any bank account or bank accounting arrangement, however described, that is held in the name of or is otherwise operated by or on behalf of any Affiliate or Related Undertaking of the Licensee; and

- (b) is so structured and controlled that the revenues accruing to it and any interest that is earned on them can only be used for the purposes of the Authorised Business of the Licensee as carried on under this Licence.

27.14C To the extent provided for in the SEC, the Licensee may direct SEC Parties to pay amounts due by way of certain Service Charges relating to the provision of Communications Hubs into a bank account held in the name of a person (other than the External Service Provider) engaged (indirectly pursuant to an External Service Provider Contract) in the business of financing those Communications Hubs. The Licensee must ensure that:

- (a) such bank account is one which bears a reasonable rate of interest, which is held within the European Economic Area, and which is exclusively used to receive payments of such amounts;
- (b) the payment of such amounts into such bank account is in settlement of the Licensee's obligation under the External Service Provider Contract (or any direct agreement entered into by the Licensee in relation to the External Service Provider Contract) to pay an equivalent amount in respect of those Communications Hubs (unless returned under paragraph 27.14C(c));
- (c) any amounts paid by a SEC Party into such bank account in error are returned to that SEC Party as soon as reasonably practicable after the error is identified (together with any interest earned);
- (d) an amount equal to the interest that accrues to such bank account (excluding that referred to in paragraph 27.14C(c)) is paid to the Licensee as soon as reasonably practicable after it so accrues;
- (e) the only withdrawals made from such bank account are in the amounts the Licensee is due to pay under its obligations referred to in paragraph 27.14C(b) and are made when the Licensee is due to pay the same (or are otherwise made in compliance with the Licensee's obligations under paragraphs 27.14C(c), (d) or (f)); and
- (f) once the Licensee has paid all of the amounts that it is (or will become) liable to pay under the External Service Provider Contract (or any direct agreement entered into by the Licensee in relation to the External Service Provider Contract) in

respect of those Communications Hubs, an amount equal to the balance then held in the bank account is promptly paid to the Licensee.

27.14D The Licensee will:

- (a) keep records, in a form that may be readily inspected and analysed, of every financial transaction or financial event relating to the operation of the Secure Account or any bank account of the nature referred to in paragraph 27.14C; and
- (b) if the Authority so requests, provide the Authority with access to such records for inspection by it at any time.”.

5 In condition 35.5, replace the definition of “Regulated Revenue” with the following—

**“Regulated Revenue** means in relation to each Regulatory Year the actual revenue, measured on an accruals basis:

- (a) received by the Licensee through Service Charges that are levied in accordance with the provisions of Condition 18 (Charging Methodology for Services) and Condition 19 (Charging Statement for Services); or
- (b) otherwise received by the Licensee in relation to the carrying on of the Mandatory Business,

after the deduction of value added tax (if any) and any other taxes based directly on the amount concerned. Paragraph (a) above shall be deemed to include any and all amounts paid by SEC Parties under the SEC to persons (other than the External Service Provider) engaged (indirectly pursuant to an External Service Provider Contract) in the business of financing Communications Hubs.”.

6 In schedule 5, replace annex 1 with "not used".

#### **Modifications to the Smart Energy Code**

7 The Smart Energy Code is modified in accordance with:

- (a) paragraphs 8 to 11, with effect from 31 March 2014; and
- (b) paragraphs 12 to 18, with effect from 6 April 2014.

8 In Section A1.1, insert the following definitions in the relevant places—

<b>“Approved Finance Party</b>	means, in respect of each Communications Hub Finance Facility, the person to whom the DCC accepts payment obligations under the Direct Agreement relating to that facility, and which has (from time to time) been notified by the DCC to the Authority and the Panel as meeting the requirements of this definition.”;
<b>“Communications Hub Charges</b>	means the Charges payable in respect of the Communications Hub Services.”;
<b>“Communications Hub Finance Acceleration Event</b>	means, in respect of each Communications Hub Finance Facility, that: <ul style="list-style-type: none"> <li>(a) an acceleration of repayment of the indebtedness thereunder occurs such that it is immediately due and payable by the borrower in circumstances where the DCC is liable for the same under the Direct Agreement; or</li> <li>(b) the DCC becomes liable under the Direct Agreement to immediately pay the unamortised asset value (and any associated finance costs in respect) of the Communications Hubs to which that facility relates.”;</li> </ul>
<b>“Communications Hub Finance Charges</b>	means, in respect of each Communications Hub Finance Facility, the DCC’s charge to recover the applicable Communications Hub Finance Costs (being a subset of the Communications Hub Charges).”;
<b>“Communications Hub Finance Costs</b>	means, in respect of each Communications Hub Finance Facility, the costs the DCC incurs in procuring the provision (but not the maintenance) of the tranche of Communications Hubs to which that facility relates.”;
<b>“Communications Hub Finance Facility</b>	means a facility arranged by a DCC Service Provider with an Approved Finance Party relating exclusively to the funding of the costs associated with acquiring a tranche of Communications Hubs, including by way of a loan facility, an equity subscription, or an assignment or sale of receivables.”; and

**“Direct Agreement** means, in respect of each Communications Hub Finance Facility, any agreement entered into by the DCC in relation to that facility under which the DCC owes direct payment obligations.”.

**9** In Section J—

(a) replace Section J1.2 with—

“J1.2 Following the end of each month in which one or more Parties incurs Charges in accordance with the Charging Statement, the DCC shall prepare and submit to each such Party one or more invoices or one or more invoices with a separate accompanying statement (in either case, an **“Invoice”**) showing:

(a) in respect of all Charges other than the Communications Hub Finance Charges:

- (i) the date by which payment is due pursuant to Section J1.4;
- (ii) a breakdown (in reasonable detail) of the Charges incurred by that Party in that month;
- (iii) subject to Section J1.3, the amount of VAT payable on the above amounts;
- (iv) any adjustment required pursuant to Section J1.8; and
- (v) the total amount payable by that Party in respect of the above; and

(b) in respect of Communications Hub Finance Charges (such that there is a separate Invoice for the charges relating to each Approved Finance Party):

- (i) the date by which payment is due pursuant to Section J1.4;
- (ii) a breakdown (in reasonable detail) of the Charges incurred by that Party in that month;
- (iii) subject to Section J1.3, the amount of VAT payable on the above amounts;
- (iv) any adjustment required pursuant to Section J1.8; and
- (v) the total amount payable by that Party in respect of the above.”; and



(b) in Section J1.6—

- (i) delete the words “of the DCC”; and
- (ii) after “with the transfer of funds.”, insert “The DCC shall specify a different account for amounts payable by way of the Communications Hub Finance Charges relating to each Approved Finance Party (separately from amounts payable in relation to each other Approved Finance Party and/or all other Charges). The accounts specified by the DCC for the purposes of amounts payable by way the Communications Hub Finance Charges may be accounts held in the name of the relevant Approved Finance Party.”.

10 In Section K—

(a) after Section K3.12, insert—

**“Determining Communications Hub Charges**

K3.13 The methodology for determining Communications Hub Charges is to be determined once the Communications Hub Service is defined.

K3.14 In determining the Communications Hub Charges, the DCC shall have regard to the need, for the purposes of making a prudent estimate in accordance with Condition 36.5 of the DCC Licence, to provide for the availability at all times of a contingency fund in respect of the Communications Hub Finance Charges relating to each Communications Hub Finance Facility that is equal to the DCC’s estimate of three months of the Communications Hub Finance Costs relating to that facility.”.

(b) delete Section K9.6, including the subtitle directly above it;

(c) re-number Section K9.7 as K9.6; and

(d) insert a new Section K9.7 as follows—

**“Within-Year Adjustment for Communications Hub Finance Acceleration Events**

K9.7 For the purposes of Section K9.6:

- (a) a Communications Hub Finance Acceleration Event is a Liability Event;
- (b) the amount due and payable by the DCC as a result of a Communications Hub Finance Acceleration Event is a Liability Sum to the extent the DCC estimates that such amount will be recoverable by the DCC as Allowed Revenue;

- (c) the reference to “Charges” in the definition of  $LS_{pl}$  shall (in the case of a Communications Hub Finance Acceleration Event) be interpreted as a reference to “Communications Hub Charges”; and
- (d) the amount payable by each Party in respect of such Liability Event shall (for the purposes of invoicing and payment under Section J (Charges) or Section M11.5(b) (Third Party Rights)) be treated as an amount due by way of Communications Hub Finance Charges relating to the Communications Hub Finance Facility in respect of which the Communications Hub Finance Acceleration Event has occurred.”.

**11** In section M—

- (a) replace Section M11.5 with—

“M11.5 The following persons shall be entitled to enforce the following rights in accordance with the Contracts (Rights of Third Parties) Act 1999:

- (a) the person referred to in Sections C3.12 (Protections for Panel Members and Others) and M2.13(a) (Other Matters) shall be entitled to enforce the respective rights referred to in those Sections; and
- (b) the Approved Finance Party for each Communications Hub Finance Facility shall be entitled to exercise and/or enforce the following rights of the DCC in respect of the Communications Hub Finance Charges relating to that facility where a Communications Hub Finance Acceleration Event has occurred in respect of that Communications Hub Finance Facility and the Authority has determined that the DCC is unwilling or unable to do so:
  - (i) the right to calculate the amount of the Communications Hub Finance Charges arising as a result of that event (provided in such circumstances that the Approved Finance Party must demonstrate to the satisfaction of the Authority that the amount of the charges so calculated will in aggregate be no more than the amount contractually due and payable (but unpaid) by the DCC to the Approved Finance Party in respect of that event);
  - (ii) the right to invoice the Users in respect of the Communications Hub Finance Charges arising as a result of the Communications Hub

Finance Acceleration Event (whether in the amount calculated by the DCC in accordance with this Code, or in the amount calculated by the Approved Finance Party and approved by the Authority under Section M11.5(b)); and/or

- (iii) the right to enforce payment by the Users in accordance with this Code of the amount of Communications Hub Finance Charges invoiced in accordance with this Code,

and the payment of any amount by a User to an Approved Finance Party pursuant to this Section M11.5(b) shall satisfy that User's obligation to pay that amount to the DCC.”; and

- (b) in Section M11.7, after “the right to” add “exercise and/or”.

12 In Section A1.1, insert the following definitions—

<b>“Application Server</b>	means a software framework that enables software applications to be installed on an underlying operating system, where that software framework and operating system are both generally available either free of charge or on reasonable commercial terms.”;
<b>“Communications Hub Hot Shoe</b>	means equipment, other than a Smart Meter, to which a Communications Hub can be connected (provided the Communications Hub complies with the ICHIS).”;
<b>“Electricity Registration Data Interface Code of Connection</b>	means the SEC Subsidiary Document of that name to be incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).”;
<b>“Electricity Registration Data Interface Documents</b>	means the Electricity Registration Data Interface Code of Connection and Electricity Registration Data Interface Specification.”;
<b>“Electricity Registration Data Interface Specification</b>	means the SEC Subsidiary Document of that name to be incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).”;

<b>“Gas Registration Data Interface Code of Connection</b>	means the SEC Subsidiary Document of that name to be incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).”;
<b>“Gas Registration Data Interface Documents</b>	means the Gas Registration Data Interface Code of Connection and Gas Registration Data Interface Specification.”;
<b>“Gas Registration Data Interface Specification</b>	means the SEC Subsidiary Document of that name to be incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).”;
<b>“ICHIS</b>	means the Intimate Communications Hub Interface Specifications.”;
<b>“Intimate Communications Hub Interface Specifications</b>	means the specifications described as such and originally developed by the DCC pursuant to schedule 3 of the DCC Licence, as amended from time to time in accordance with Section H12.9 (Amendments to the ICHIS).”;
<b>“Parse and Correlate Software</b>	has the meaning given to that expression in Section H11.1 (Provision of Parse and Correlate Software).”; and
<b>“Registration Data Incident Management Policy</b>	means the SEC Subsidiary Document of that name to be incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).”.

**13** In Section C—

(a) replace Section C2.3(l) with the following—

- “(l) establish (and, where appropriate, revise from time to time) joint working arrangements with the panels, committees and administrators responsible for the governance and operation of other Energy Codes, in order to facilitate the timely:
- (i) identification, co-ordination, making and implementation of changes to other Energy Codes consequent on a Modification Proposal (and vice versa); and
  - (ii) identification and coordinated resolution of Disputes and disputes under other Energy Codes (in circumstances where there is an interaction between the Dispute and one or more disputes under the other Energy Codes);”

- (b) in Section C5.11, replace “attending” with “voting at”;
- (c) in Section C5.20, replace “confirmation referred to in Section C3.8 (Panel Member Confirmation)” with “confirmations referred to in Sections C3.8(a) and (c) (Panel Member Confirmation)”;
- (d) in Section C8.3—
  - (i) replace “Sections C8.2(c)” with “Sections C8.2(d)”;
  - (ii) wherever the words “Sub-Committee or Working Group” appear, delete the words “or Working Group”.

**14** In Section E—

- (a) in Section E1.1, after the words “(the **Registration Data**)” insert “; provided that the DCC shall be allowed up to three hours from receipt to upload such Data to the DCC Systems”;
- (b) in Section E2.1—
  - (i) replace “shall provide the following information (or procure that the following information is provided)” with “shall provide (or procure that its Registration Data Provider provides) the following information”;
  - (ii) in Section E2.1(m), delete the word “and”;
  - (iii) replace Section E2.1(n) with—
    - “(n) UPRN; and
    - (o) Objection Details.”;
- (c) in Section E2.2, replace “shall provide the following information (or procure that the following information is provided)” with “shall provide (or procure that its Registration Data Provider provides) the following information”; and
- (d) replace Sections E2.3, E2.4, E2.5, E2.6 and E2.7 with—

**“Obligation on DCC to Provide Data**

E2.3 The DCC shall provide the information set out in Section E2.4 to the Registration Data Provider nominated by each Electricity Network Party and each Gas Network Party.

E2.4 The information to be provided by the DCC:

- (a) to each Electricity Network Party’s Registration Data Provider is whether there is (or used to be) an Enrolled Smart Metering System associated with

each of the Electricity Network Party's MPANs (and the date of its Enrolment or Withdrawal); and

- (b) to each Gas Network Party's Registration Data Provider is whether or there is (or used to be) an Enrolled Smart Metering System associated with each of the Gas Network Party's MPRNs (and the date of its Enrolment or Withdrawal).

### **Frequency of Data Exchanges**

E2.5 A full set of the Data to be exchanged under this Section E2 shall be provided on or before the date on which this Section E2.5 comes into full force and effect. Thereafter, the Data to be exchanged under this Section E2 shall (subject to Section E2.8) be provided by way of incremental updates to Data previously provided (so that only Data that has changed is updated).

E2.6 The incremental updates to Data to be provided in accordance with this Section E2 shall be updated at least once each day and otherwise at any frequency and/or time required in accordance with the Electricity Registration Data Interface Documents or the Gas Registration Data Interface Documents (as applicable).

E2.7 Each Electricity Network Party and each Gas Network Party shall ensure that its Registration Data Provider shall:

- (a) where a full set of the Registration Data Provider's Registration Data has been requested, use all reasonable endeavours (including working outside of normal business hours where reasonably necessary) to provide the DCC with such data as soon as reasonably practicable following such request (and in any event within the shorter of three Working Days or four days); or
- (b) where a subset of the Registration Data Provider's Registration Data has been requested, provide the DCC with the requested Data in accordance with the Registration Data Incident Management Policy.

### **Registration Data Interfaces**

E2.8 The DCC shall maintain the interfaces between it and the Registration Data Providers in accordance with the Electricity Registration Data Interface Specification and the Gas Registration Data Interface Specification (as applicable),

and make those interfaces available to the Registration Data Providers to send and receive Data in accordance with the Electricity Registration Data Interface Code of Connection and the Gas Registration Data Interface Code of Connection (as applicable).

- E2.9 Each Electricity Network Party and each Gas Network Party shall ensure that its Registration Data Provider shall (when acting in such capacity) comply with the applicable obligations set out in the Electricity Registration Data Interface Documents or the Gas Registration Data Interface Documents (as applicable) and the Registration Data Incident Management Policy.
- E2.10 For the avoidance of doubt, the DCC shall comply with the applicable obligations set out in the Electricity Registration Data Interface Documents, the Gas Registration Data Interface Documents and the Registration Data Incident Management Policy (as it is obliged to do in respect of all applicable provisions of this Code).

#### **Registration Data Incident Management Policy**

- E2.11 The Registration Data Incident Management Policy shall provide for (as a minimum):
- (a) a definition of incidents in respect of the Data to be exchanged pursuant to this Section E, to include instances of:
    - (i) Data files not being received when expected;
    - (ii) Data files not conforming to the specifications of the Electricity Registration Data Interface Documents or Gas Registration Data Interface Documents (as applicable);
    - (iii) Data fields containing omissions or errors; or
    - (iv) any other circumstance arising as a consequence of a failure to comply with this Section E2;
  - (b) means and processes to raise, record and resolve incidents, including where action is required outside of business as usual processes;

- (c) means, processes and timetables for requesting and providing full and partial refreshes of the Registration Data Provider's Registration Data as required by Section E2.7;
- (d) the steps to be taken prior to raising incidents, so as to reasonably minimise the burden on the person providing Data pursuant to this Section E; and
- (e) a process for mitigating against the re-occurrence of incidents.

E2.12 Where the DCC identifies any omissions or manifest errors in the Registration Data, the DCC shall seek to resolve any such omissions or manifest errors in accordance with the Registration Data Incident Management Policy. In such circumstances, the DCC may continue (notwithstanding Section E1.1) to rely upon and use any or all of the Registration Data that existed prior to its receipt of the incremental update that included any such omission or manifest error, unless the Registration Data Incident Management Policy provides for an alternative course of action.

### **Security Obligations**

E2.13 Each Electricity Network Party and each Gas Network Party shall ensure that its Registration Data Provider (being the Network Party itself where that is deemed to be the case in accordance with the definition of Registration Data Provider) shall (when acting in its capacity as the Network Party's Registration Data Provider) comply with the obligations expressed to be placed on Users under Sections G5.14 to G5.17 (Obligations on Users) as if, in the case of each such obligation:

- (a) references to User were references to such Registration Data Provider; and
- (b) references to User Systems were references to the RDP Systems of that Registration Data Provider.

### **Disputes**

E2.14 Any Dispute regarding compliance with this Section E2 may be referred to the Panel for its determination, which shall be final and binding for the purposes of this Code; save that Disputes regarding compliance with Section E2.13 shall be subject to the means of Dispute resolution applying to the provisions of Section G (Security) referred to in Section E2.13 (as set out in Section G).”



15 In Section H—

(a) replace Section H11 with—

**“H11 PARSE AND CORRELATE SOFTWARE”**

**Provision of Parse and Correlate Software**

H11.1 On receipt of a request to do so from any person, the DCC shall supply to that person a copy of the most recently released version of computer software (the “**Parse and Correlate Software**”) which:

- (a) has the functionality specified in Section H11.2;
- (b) has the characteristics specified in Section H11.3; and
- (c) is provided in the format specified in Section H11.4.

H11.2 The functionality specified in this Section H11.2 is that the software must enable any User to:

- (a) convert all Service Responses and Alerts into the format that is set out in respect of them in the Message Mapping Catalogue; and
- (b) confirm that any Pre-Command is substantively identical to its associated Critical Service Request.

H11.3 The characteristics specified in this Section H11.3 are that:

- (a) the software is written using the Java programming language; and
- (b) the software is capable of operating on the version of the Java Virtual Machine/Run-time Environment prevailing at the time at which the design of that version of the software was finalised.

H11.4 The format specified in this Section H11.4 is that the software:

- (a) is provided as both:
  - (i) an executable file which includes everything required to enable the software to be installed on the systems of the person to whom it is provided in such a manner as not to have a material adverse effect on

the operation of other software deployed within the same system environment; and

- (ii) source software code, and
- (b) can be confirmed, on receipt by the person to whom it is provided:
  - (i) as having been provided by the DCC; and
  - (ii) as being authentic, such that any tampering with the software would be apparent.

### **Maintenance of the Parse and Correlate Software**

H11.5 The DCC shall:

- (a) maintain the Parse and Correlate Software supplied by it to any person so as to ensure that it at all times continues to have the functionality specified in Section H11.2; and
- (b) for that purpose develop and release to such persons, where it is reasonably necessary from time to time, new versions of the Parse and Correlate Software which shall have the characteristics specified in Section H11.3 and be provided in the format specified in Section H11.4.

### **Development of the Parse and Correlate Software**

H11.6 When proposing to develop any version of the Parse and Correlate Software, the DCC shall consult with Users, having regard in particular to their views in relation to:

- (a) the need for a new version of the software;
- (b) the potential impact of the proposed new version of the software on the security of the DCC Total System, User Systems and Smart Metering Systems;
- (c) the design of the software generally; and

- (d) the required operational performance of the proposed version of the software on a standard system configuration specified by the DCC for the purposes of the consultation.

H11.7 Following any consultation with Users, the DCC shall inform all Users of the design of the version of the Parse and Correlate Software that it intends to develop.

H11.8 Before supplying any version of the Parse and Correlate Software to any person, the DCC shall:

- (a) ensure that that version of the software has been adequately tested for the purpose of ensuring that it satisfies the requirements of Sections H11.2 to H11.4;
- (b) provide suitable opportunities for Acceptance Testing of that version of the software;
- (c) use its reasonable endeavours to ensure that any User who wishes to participate in that Acceptance Testing is able to do so; and
- (d) ensure that the version of the software has been subject to a software code review, by an individual or organisation with the professional competence to carry out such a review, for the purpose of identifying any vulnerabilities in the code that were not intended as a feature of its design.

### **Provision of Support and Assistance to Users**

H11.9 The DCC shall, having consulted with Users, determine two Application Servers in respect of which it will provide support for the executable file referred to in Section H11.4(a)(i).

H11.10 Any User may appeal to the Panel a decision of the DCC made under Section H11.9, in which case:

- (a) the Panel shall determine the Application Servers in respect of which the DCC must provide support; and
- (b) the determination of the Panel shall be final and binding for the purposes of this Code.

H11.11 The DCC shall make available to each person to whom any version of the Parse

and Correlate Software is provided a copy of an installation guide and release notes relevant to that version.

H11.12 On receipt of a request to do so from any User, the DCC shall provide that User with further assistance in relation to its use of the Parse and Correlate Software, subject (except where the provision of assistance is the responsibility of the DCC in accordance with the Incident Management Policy) to the User agreeing to pay any other applicable Charges.

H11.13 The assistance referred to in Section H11.12 may include in particular assistance in respect of:

- (a) the development and testing of, and the provision of support for, a version of the Parse and Correlate Software which is capable of operating on a version of the Java Virtual Machine/Run-time Environment other than that prevailing at the time at which the design of the most recently released version of the Parse and Correlate Software was finalised;
- (b) the development and testing of, and the provision of support for, a version of the Parse and Correlate Software which meets any other User-specific requirements; and
- (c) the provision, in respect of more than two Application Servers, of support for the executable file referred to in Section H11.4(a)(i).

#### **Separation of Resources**

H11.14 The DCC shall ensure that no staff or other resources of its own or of any third party which are directly used in the development of the Parse and Correlate Software are resources which are also used in the development or provision of the Transform functionality.

#### **Right to Use the Parse and Correlate Software**

H11.15 The DCC shall ensure that any person shall have the right to use the Parse and Correlate Software source software code on a non-proprietary and royalty-free basis, except insofar as royalties are due in respect of any Intellectual Property Rights the use of which is mandated by the Code.”; and

- (b) replace Section H12 with—

## **“H12 INTIMATE COMMUNICATIONS HUB INTERFACE SPECIFICATION”**

### **Maintenance of the ICHIS**

- H12.1 The DCC shall maintain the ICHIS and ensure that the ICHIS meets the requirements of Section H12.2 and H12.3.
- H12.2 The requirements of this Section H12.2 are that the ICHIS describes a specification for the physical interface (including the electrical and data connection) between:
- (a) the Communications Hub (which shall incorporate the male components of the physical interface); and
  - (b) either a Smart Meter or a Communications Hub Hot Shoe (which shall, in either case, incorporate the female components of the physical interface).
- H12.3 The requirement of this Section H12.3 is that the specification described by the ICHIS only requires the use of tangible and intangible property (including physical components and Intellectual Property Rights) that is readily available on a reasonable and non-discriminatory basis.

### **Publication of the ICHIS**

- H12.4 The DCC shall publish the ICHIS on the DCC Website, and ensure that all persons are free to use the ICHIS without charge (whether for the purposes of this Code or otherwise); provided that the DCC shall limit its liability to persons other than the Parties on the same terms as apply in respect of the ICHIS under Section M2 (Limitations of Liability).

### **Consultation Regarding ICHIS**

- H12.5 The DCC shall keep the ICHIS under review to ascertain whether the ICHIS remains fit for the purposes envisaged by this Code. The DCC may from time to time at its discretion (and shall where directed to do so by the Panel) consult with Parties as to whether they consider that the ICHIS remains fit for the purposes envisaged by this Code.
- H12.6 Following each consultation pursuant to Section H12.5, the DCC shall publish on the DCC Website (and notify all Parties of) a report on the outcome of such consultation, setting out:

- (a) the process undertaken in respect of such consultation;
- (b) whether (and, if so, how and from what implementation date) the DCC proposes to amend the ICHIS as a result of such consultation;
- (c) a detailed summary of the consultation responses received from Parties, identifying in particular those responses that raised objections to the position adopted by the DCC;
- (d) the DCC's rationale for the position it has adopted;
- (e) the costs and expenses that are likely to arise as a result of the position adopted by the DCC (including the costs and expenses likely to arise as a result of any modifications that will be required to be made to Smart Meters, Communications Hubs and Communications Hub Hot Shoes); and
- (f) the steps it has taken (including any testing or prototype development) to ensure that the ICHIS (if amended as proposed) remains fit for the purposes envisaged by this Code.

**Referral to the Authority**

H12.7 Within 10 Working Days following notification by the DCC to a Party of a report published in accordance with Section H12.6, that Party may refer the report to the Authority to consider whether the consultation to which that report relates was undertaken in accordance with the DCC's obligations under this Code or whether the notice period provided for implementation of the amendment was reasonable given the circumstances.

H12.8 Where the Authority determines that the relevant consultation was not undertaken in accordance with the DCC's obligations under this Code or that the notice period provided for implementation of the amendment was not reasonable given the circumstances, the DCC shall repeat the consultation and comply with any directions made by the Authority in respect of the same. Where the Authority determines both (where both of the following were referred to the Authority) or either (where only one of the following was so referred) that:

- (a) the relevant consultation was undertaken in accordance with the DCC's obligations under this Code; and/or

- (b) the notice period provided for implementation of the amendment was reasonable given the circumstances,

the consultation and proposed course of action shall stand.

### **Amendments to the ICHIS**

H12.9 No amendment may be made to the ICHIS unless:

- (a) the DCC has first undertaken such prototype development and testing in respect of the proposed amendment as the DCC reasonably considers necessary to ensure that the ICHIS is fit for the purposes envisaged by this Code;
- (b) the DCC has first consulted with Parties regarding the proposed amendment and proposed date of implementation, published a report on the outcome of such consultation, and notified the Parties of such publication (all in accordance with Section H12.6); and
- (c) such report has not been referred to the Authority in accordance with Section H12.7, or the Authority has determined both (where both of the following were so referred) or either (where only one of the following was so referred) that:
  - (i) the relevant consultation was undertaken in accordance with the DCC's obligations under this Code; and/or
  - (ii) the notice period provided for implementation of the amendment was reasonable given the circumstances."

**16** In Section K—

(a) in Section K9.4—

- (i) replace "other Party" with "Compliant Party";
- (ii) replace "Party (p) other than the Defaulting Party" with "Compliant Party (p)";
- (iii) replace "each Party (p)" with "each Compliant Party (p)"; and
- (iv) replace "Parties other than the Party that is the Defaulting Party" with "Compliant Parties";

(b) in Section K9.5, replace "other Parties" with "Compliant Parties";

(c) in Section K10.7—

(i) replace the formula with—

$$\begin{aligned} \text{“} \\ RMP_{pmt} = \sum_{\forall g} (RDFC_{gt} \times ADSMS_{pgmt}) + \sum_{\forall g} \left( \sum_{\forall r} (RNFC_{grt} \times ANSMS_{pgrmt}) \right) \\ + \sum_{i=1}^{i=n} (EC_{it} \times ECM_{ipmt}) + TEP_{pmt} + \sum_{e \in m} UBDP_{pemt} + \sum_{l \in m} LP_{plmt} \text{”}; \text{ and} \end{aligned}$$

(ii) delete the definitions of “KPIP<sub>mt</sub>” and “KPIS<sub>pmt</sub>”;

(d) in Section K10.8—

(i) replace the formula with—

$$\begin{aligned} \text{“} \\ MP_{pmt} = \sum_{\forall g} (DFC_{gt} \times ADSMS_{pgmt}) + \sum_{\forall g} \left( \sum_{\forall r} (NFC_{grt} \times ANSMS_{pgrmt}) \right) \\ + \sum_{i=1}^{i=n} (EC_{it} \times ECM_{ipmt}) + TEP_{pmt} + \sum_{e \in m} UBDP_{pemt} + \sum_{l \in m} LP_{plmt} \text{”}; \text{ and} \end{aligned}$$

(ii) delete the definitions of “KPIP<sub>mt</sub>” and “KPIS<sub>pmt</sub>”;

(e) in Section K11.1 insert the following definition in the appropriate position—

**“Compliant Party** means, in respect of any Event of Default giving rise to an Unrecovered Bad Debt Payment, all of the Parties other than:  
(a) the Defaulting Party in respect of that Event of Default; and  
(b) the Defaulting Party in respect of any other Event of Default giving rise to an Unrecovered Bad Debt Payment that is calculated under Section K9.4 during the same month as the Unrecovered Bad Debt Payment to which reference is first made in this definition.”; and

(f) in Section K11.1—

(i) in the definition of “Liability Payment”, replace “Section K9.7” with Section K9.6”; and

(ii) in the definition of “UITMR Period” replace the words “the mass rollout period, which” with “the mass rollout period, which for these purposes”.



**17** In section M—

- (a) in Section M8.1(a), replace “the Defaulting Party has not” with “the Defaulting Party does not hold an Energy Licence and has not”;
- (b) in Section M10.1, after “Section H3 (DCC User Gateway)” add “, or under and in accordance with Section E (Registration Data)”;
- (c) in Section M10.4(c), delete “(provided that a copy of the notice is sent by personal or courier delivery or by first class prepaid post within 1 Working Day after the fax is sent)”;
- (d) in Section M10.4(d), delete “(provided that a copy of the notice is sent by personal or courier delivery or by first class prepaid post within 1 Working Day after the email is sent)”.

**18** In Section X—

- (a) in Section X2.4(c), delete “Section E2.3 (Obligation on Electricity Suppliers to Provide Data and at”, and replace “Sections E2.4 and E2.5” with “Sections E2.3 and E2.4”;
- (b) in Section X2.4(d), replace—
- (c) “Section E2.6 (Frequency and Format of Data Exchange)” with “Section E2.5 (Frequency of Data Exchanges)”, and delete “and” from the end of the section;
- (d) in Section X2.4(e), replace—
  - (i) “Section E2.7 (Frequency and Format of Data Exchange)” with “Section E2.6 (Frequency of Data Exchanges)”;
  - (ii) “.” with “; and”;
- (e) insert the following new Sections X2.4(f) and X2.4(g) after Section X2.4(e)—
  - “(f) the text at Sections E2.7 to E2.10 (inclusive) and E2.12 was deleted; and
  - (g) an additional section was included at the end of Section E2 as follows: “The DCC shall produce a draft Registration Data Incident Management Policy that meets the requirements of Section E2.11 (Registration Data Incident Management Policy). In producing such draft policy, the DCC must consult the Parties and the Registration Data Providers. Where disagreements between the DCC and the Parties or Registration Data Providers arise, the DCC shall seek to reach an agreed solution with them, but without prejudice to the requirements of Section E2.11. The DCC shall submit the draft policy to the Secretary of State as soon as is reasonably practicable, indicating: (a) why the DCC considers the draft to be fit for purpose; (b) the outcome of the consultation; and (c) any unresolved areas of disagreement that arose with the Parties or Registration Data Providers. The DCC shall comply with any direction by the Secretary of State to re-consider, re-consult and/or re-submit the draft policy.”.

## **Modifications to the standard conditions of electricity supply licences**

**19** The standard conditions of electricity supply licences granted, or treated as granted, under section 6(1)(d) of the Electricity Act 1989 are modified in accordance with:

- (a) paragraphs 20 to 26, with effect from 6 April 2014; and
- (b) paragraphs 27 and 28, with effect from 4 June 2014.

**20** In standard condition 1, in paragraph 1.3, replace the existing definition of “Designated Premises” with—

“**Designated Premises** means Non-Domestic Premises at which a metering point falls within profile class 1, 2, 3 or 4 as defined in the Balancing and Settlement Code on 30 November 2012;”.

**21** In standard condition 12—

- (a) in the heading immediately before paragraph 12.27 replace “2020” with “2021”; and
- (b) in paragraph 12.27, replace “31 December 2019” with “31 December 2020”.

**22** Replace standard condition 39 with the following—

“**Condition 39: Smart Metering System – Roll-out, Installation and Maintenance**

### **PART A - ROLL-OUT DUTY AND EXCEPTIONS TO THE DUTY**

#### **The roll-out duty**

39.1 The licensee must take all reasonable steps to ensure that a Smart Metering System is installed on or before 31 December 2020 at each Domestic Premises or Designated Premises in respect of which it is the Relevant Electricity Supplier.

39.2 The requirement in paragraph 39.1 is subject to paragraphs 39.3, 39.4 and 39.5.

#### **Exception for Domestic and Designated Premises – Current Transformer Meters**

39.3 The requirement in paragraph 39.1 does not apply in respect of any Domestic Premises or Designated Premises at which either:

- (a) the existing Electricity Meter is a Current Transformer Electricity Meter;  
or
- (b) any New Electricity Meter or Replacement Electricity Meter installed or arranged to be installed by the licensee is a Current Transformer Electricity Meter,

and where in either case:

- (c) that Current Transformer Electricity Meter meets any requirements which apply to it by virtue of paragraph 12.24 or 12.26 of standard condition 12.

**Exception for Designated Premises - Advanced Meter Arrangements**

39.4 The requirement in paragraph 39.1 does not apply in respect of any Designated Premises:

- (a) where:
  - (i) the licensee or any other person has, prior to 6 April 2016 ('the relevant date'), made arrangements for an Advanced Meter to be installed at that Designated Premises; and
  - (ii) the obligation under those arrangements to install an Advanced Meter is to be satisfied by a date which is also prior to the relevant date; and
- (b) where either:
  - (i) the relevant date has not yet occurred; or
  - (ii) the relevant date has occurred and the Electricity Meter installed at the Designated Premises is an Advanced Meter that was installed prior to that date.

**Exception for Designated Premises - Advanced Meter Contract**

39.5 The requirement in paragraph 39.1 does not apply in respect of any Designated Premises:

- (a) where:
  - (i) the licensee or any other person has, prior to 6 April 2016, entered into a contract with the Customer at the Designated Premises to install or arrange the installation of an Advanced Meter at that Designated Premises; and
  - (ii) the obligation under that contract is for the Advanced Meter to be installed prior to 1 January 2021 ('the relevant date'); and
- (b) whether either:
  - (i) the relevant date has not yet occurred; or
  - (ii) the relevant date has occurred and the Electricity Meter installed at the Designated Premises is the Advanced Meter that was first installed, pursuant to the contract, prior to that date.

**PART B - DUTY IN RELATION TO REPLACEMENT METERS AND NEW CONNECTIONS AND EXCEPTIONS FROM THE DUTY**

**The duty in relation to replacement meters and new connections**

39.6 The licensee must take all reasonable steps to ensure that at each Domestic Premises or Designated Premises in respect of which:

- (a) it is the Relevant Electricity Supplier, any Replacement Electricity Meter which is installed or is arranged to be installed forms part of a Smart Metering System;
- (b) it is to be the first Relevant Electricity Supplier, any New Electricity Meter which is installed or is arranged to be installed forms part of a Smart Metering System.

39.7 The requirement in paragraph 39.6 is subject to paragraphs 39.9, 39.10 and 39.11.

39.8 The requirement in paragraph 39.6 and paragraphs 39.9, 39.10 and 39.11 apply only with effect from any date specified by the Secretary of State in a direction issued to the licensee in accordance with this paragraph.

**Exception for Domestic and Designated Premises – Current Transformer Meters**

39.9 The requirement in paragraph 39.6 does not apply in respect of any Domestic Premises or Designated Premises at which either:

- (a) the existing Electricity Meter is a Current Transformer Electricity Meter; or
- (b) any New Electricity Meter or Replacement Electricity Meter installed or arranged to be installed by the licensee is a Current Transformer Electricity Meter,

and where in either case:

- (c) that Current Transformer Electricity Meter meets any requirements which apply to it by virtue of paragraph 12.24 or 12.26 of standard condition 12.

**Exception for Designated Premises - Advanced Meter Arrangements**

39.10 The requirement in paragraph 39.6 does not apply in respect of any Designated Premises where:

- (a) the licensee or any other person has, prior to 6 April 2016 ('the relevant date'), made arrangements for an Advanced Meter to be installed at that Designated Premises;
- (b) the obligation under those arrangements to install an Advanced Meter is to be satisfied by a date which is also prior to the relevant date; and
- (c) the relevant date has not yet occurred.

**Designated Premises – Advanced Meter Contract**

39.11 The requirement in paragraph 39.6 does not apply in respect of any Designated Premises

- (a) where:

- (i) the licensee or any other person has, prior to 6 April 2016, entered into a contract with the Customer at the Designated Premises to install or arrange the installation of an Advanced Meter at that Designated Premises; and
  - (ii) the obligation under that contract is for the Advanced Meter to be installed prior to 1 January 2021 ('the relevant date'); and
- (b) where both:
- (i) the Advanced Meter has not yet been installed at the Designated Premises pursuant to the contract; and
  - (ii) the relevant date has not yet occurred.

## **PART C – DUTIES AFTER INSTALLATION AND DEFINITIONS**

### **The duties after installation**

39.12 The licensee must take all reasonable steps to ensure that, at each Domestic Premises or Designated Premises in respect of which it is the Relevant Electricity Supplier and at which a Smart Metering System has been installed:

- (a) subject to sub-paragraph (b), the Smart Metering System continues to satisfy the requirements of the SME Technical Specification that was applicable:
  - (i) where the Smart Metering System was installed on or before the Smart Metering Designated Date, on the Smart Metering Designated Date;
  - (ii) where the Smart Metering System was installed after the Smart Metering Designated Date, on the date of its installation; and
- (b) where any direction which amends the SME Technical Specification states that the amendment is to have effect in relation to a Smart Metering System (or any part of it) installed prior to the date specified in the direction, the Smart Metering System (or the relevant part of it) is replaced, modified or reconfigured so as to comply with the amended requirements of the SME Technical Specification.

### **Definitions**

39.13 For the purposes of this condition:

**Advanced Meter** means an Electricity Meter which satisfies the definition of 'advanced meter' in paragraph 12.19 of standard condition 12 but which does not form part of a Smart Metering System.

**New Electricity** means the Electricity Meter that is the first Electricity

**Meter** Meter to be installed or arranged to be installed at the relevant premises.

**Replacement Electricity Meter** means an Electricity Meter that replaces an Electricity Meter previously installed at the relevant premises.”.

**23** In standard condition 44, in paragraph 44.6(a) replace “31 March 2017” with “31 March 2018”.

**24** In standard condition 47—

- (a) in paragraph 47.6(b)(i), after “Bill” insert “or a statement of account”;
- (b) in paragraph 47.6(b)(ii), in both places where it is used after “Bill” insert “or statement of account”;
- (c) in paragraph 47.10(a), after “Bill” insert “or a statement of account”; and
- (d) in paragraph 47.18(a), after “Bill” insert “or a statement of account”.

**25** In standard condition 49—

- (a) replace paragraph 49.7 with—

“49.7 Subject to paragraph 49.8, the obligations in paragraph 49.4 do not apply in respect of a Domestic Premises where:

- (a) that Smart Metering System at the premises was not installed or arranged to be installed by the licensee; or
- (b) the licensee replaces any apparatus forming part of the Smart Metering System pursuant to paragraph 50.9 of Condition 50.”; and

- (b) in paragraph 49.8, replace “The exception in paragraph 49.7 applies” with “The exceptions in paragraph 49.7 apply”.

**26** Insert the following new condition after standard condition 49—

**“Condition 50 Smart Metering - Continuation of Arrangements on Change of Supplier**

**Application**

50.1 This Condition applies in respect of any Domestic Premises at which there is, at the date of a Supplier Transfer in respect of that Domestic Premises, a Smart Metering System installed (**relevant premises**).

## **Part A: Obligations on Old Supplier**

### **Notification of Meter Asset Provider**

50.2 This paragraph applies where:

- (a) the licensee is the Old Supplier in relation to a relevant premises; and
- (b) the New Supplier in relation to that relevant premises is not the Meter Asset Provider for all of the Relevant Apparatus at the relevant premises.

50.3 Where paragraph 50.2 applies the licensee must take all reasonable steps to send within 15 working days of the Supplier Transfer, or such other timescale agreed with the New Supplier or a Meter Asset Provider (as the case may be):

- (a) a Notice to the New Supplier giving:
  - (i) the name and contact details of each Relevant Meter Asset Provider; and
  - (ii) details of the Relevant Apparatus provided by each Relevant Meter Asset Provider,

(a **MAP Notice**);
- (b) a Notice to each Relevant Meter Asset Provider (other than the licensee) giving, in respect of the relevant premises:
  - (i) the date of the most recent Supplier Transfer;
  - (ii) the name of the New Supplier;
  - (iii) the Meter Point Administration Number core (being the final 13 digits of that number) of each Electricity Meter; and
  - (iv) the serial number of, or any other information which identifies, the Relevant Apparatus provided by that Relevant Meter Asset Provider.

## **Part B: Obligations on New Supplier**

### **Arrangements with the Meter Asset Provider**

50.4 This paragraph applies where the licensee is the New Supplier in relation to a relevant premises, and it:

- (a) receives a MAP Notice from the Old Supplier; or
- (b) is contacted by a Relevant Meter Asset Provider about the Relevant Apparatus at the relevant premises.

50.5 Where:

- (a) paragraph 50.4 applies; and
- (b) the licensee does not have an existing agreement with the Relevant Meter Asset Provider for the provision of apparatus of the type identified in the MAP Notice, or by the Relevant Meter Asset Provider, as Relevant Apparatus,

the licensee must take all reasonable steps to ensure that by no later than 6 months from the date of the MAP Notice or from first being contacted by the Relevant Meter Asset Provider about the Relevant Apparatus (whichever is the earlier):

- (i) it has entered into an agreement with the Relevant Meter Asset Provider for the provision of apparatus of the type identified in the MAP Notice, or by the Relevant Meter Asset Provider, as Relevant Apparatus; and
- (ii) the agreement includes terms in relation to the provision of the Relevant Apparatus at the relevant premises.

50.6 Where:

- (a) paragraph 50.4 applies; and
- (b) the licensee has an existing agreement with the Relevant Meter Asset Provider for the provision of apparatus of the type identified in the MAP Notice, or by the Relevant Meter Asset Provider, as Relevant Apparatus, it must take all reasonable steps to ensure that by no later than one month from the date of the MAP Notice the existing agreement includes terms in relation to the provision of the Relevant Apparatus at the relevant premises.

### **Return of Apparatus**

50.7 Where pursuant to either paragraph 50.5 or 50.6 (as applicable) the licensee is not able to agree terms with the Relevant Meter Asset Provider within the Specified Period it must:

- (a) return the Relevant Apparatus to the Relevant Meter Asset Provider; and



- (b) take all reasonable steps to do so by no later than 1 month after the expiry of the Specified Period .

50.8 Where paragraph 50.7 applies, the licensee must take all reasonable steps to ensure that any apparatus returned in accordance with that paragraph is, at the time of its return, in the same condition as it was when it was last used as Relevant Apparatus.

### **Replacement of SMS Apparatus**

50.9 This paragraph applies where the licensee:

- (a) supplies electricity to at least 250,000 Domestic Customers;
- (b) is the New Supplier in relation to a relevant premises;
- (c) returns, or is taking steps to return, pursuant to the requirements of paragraph 50.7, any apparatus to a Meter Asset Provider; and
- (d) installs, or arranges the installation of, Replacement Apparatus.

50.10 Subject to paragraph 50.11, where paragraph 50.9 applies the licensee must take all reasonable steps to ensure that the Replacement Apparatus satisfies the requirements of the SME Technical Specification applicable at the date of its installation.

50.11 The requirement in paragraph 50.10 does not apply in respect of Replacement Apparatus which:

- (a) is an Electricity Meter; and
- (b) is able to operate only as a Prepayment Meter.

50.12 Paragraphs 50.9, 50.10 and 50.11 of this Condition cease to apply from the date specified in the direction issued by the Secretary of State to the licensee in accordance with paragraph 39.8 of standard condition 39 of this licence.

### **Definitions**

50.13 In this Condition:

**Meter Asset Provider** means any person who owns, and leases to other persons, apparatus forming part of a Smart Metering System.

<b>New Supplier</b>	means, in relation to a relevant premises, the Electricity Supplier that became the Relevant Electricity Supplier for the relevant premises by virtue of the most recent Supplier Transfer.
<b>Old Supplier</b>	means, in relation to a relevant premises, the Electricity Supplier that was, immediately prior to the most recent Supplier Transfer, the Relevant Electricity Supplier for the relevant premises.
<b>Relevant Apparatus</b>	means any apparatus forming part of the Smart Metering System at the relevant premises.
<b>Relevant Meter Asset Provider</b>	means the Meter Asset Provider of Relevant Apparatus.
<b>Replacement Apparatus</b>	means apparatus which is to replace any apparatus returned, or to be returned, pursuant to the requirements of paragraph 50.7, to a Meter Asset Provider.
<b>Specified Period</b>	means the period specified in paragraph 50.5(b) or 50.6(b) (whichever is applicable).
<b>Supplier Transfer</b>	has the meaning given to it in standard condition 14A of this licence. ”.

27 In standard condition 47—

- (a) in paragraph 47.6(c), replace “; or” with “;”;
- (b) renumber the existing paragraph 47.6(d) as 47.6(e);
- (c) after paragraph 47.6(c), insert—
  - “(d) the licensee obtains Electricity Consumption Data which relates to any one or more periods of a length referred to in paragraph 47.4(a), only following receipt of a request of the type referred to in, and for the purposes of complying with the requirements of, paragraph 51.4(b) of standard condition 51 of this licence; or”;
- (d) replace paragraph 47.17 with—

“47.17 Paragraph 47.16 does not apply where the requirements of paragraphs 47.17A or 47.17B are satisfied.

47.17A The requirements of this paragraph are:

- (a) the licensee has given at least seven days advance Notice to the Micro Business Consumer at the micro business premises informing the Micro Business Consumer:
  - (i) that the licensee intends to obtain Electricity Consumption Data which relates to any one or more periods of less than one month;
  - (ii) of the purposes for which the licensee may use that Electricity Consumption Data; and
  - (iii) that the Micro Business Consumer may at any time object to the licensee obtaining that Electricity Consumption Data and of the process by which he may do so; and
  - (iv) the Micro Business Consumer has not objected to the licensee obtaining that Electricity Consumption Data for the purposes set out in the Notice.

47.17B The requirements of this paragraph are that the licensee obtains Electricity Consumption Data only following receipt of a request of the type referred to in, and for the purposes of complying with the requirements of, paragraph 51.12 of standard condition 51 of this licence.”; and

(e) in paragraph 47.18(c), replace—

- (i) “47.17” with “47.17A”; and
- (ii) “47.17(a)” with “47.17A(a)”.

**28** Insert the following new condition after condition 50—

**“Condition 51. Smart Metering – Customer Access to Consumption Data**

**Application**

51.1 Parts A and D of this Condition apply to the licensee in respect of any Domestic Premises at which:

- (a) it is the Relevant Electricity Supplier; and
  - (b) there is installed a Smart Metering System,
- (the **relevant premises**)

51.2 Parts B and D of this Condition apply to the licensee in respect of any Domestic Premises at which:

- (a) it is, pursuant to the Master Registration Agreement, registered as being responsible for a metering point at which there is Export (the **export supplier**); and
  - (b) there is installed a Smart Metering System,
- (the **relevant export premises**).

51.3 Parts C and D of this Condition apply to the licensee in respect of any Designated Premises at which:

- (a) it is the Relevant Electricity Supplier; and
  - (b) there is installed a Smart Metering System,
- (the **relevant designated premises**).

## **PART A – OBLIGATIONS IN RESPECT OF RELEVANT PREMISES**

### **Customer Access to Relevant Consumption Data**

51.4 In respect of each relevant premises, the licensee must:

- (a) within a reasonable period of time after the Effective Date, notify the Domestic Customer at the premises that the licensee can, if requested, make available Relevant Consumption Data such that it can be accessed by the Domestic Customer in accordance with paragraph (b) below; and
- (b) as soon as is reasonably practicable after receiving any request to do so from the Domestic Customer at those premises, make available (free of charge and in a readily understandable format) Relevant Consumption Data such that it can be accessed, at any time, by the Domestic Customer via:
  - (i) the internet; or

- (ii) where the licensee does not provide access via the internet, a Consumer Device provided, free of charge, by the licensee to the Domestic Customer for the purposes of meeting the Domestic Customer's request.

51.5 The requirements of paragraph 51.4 are subject to paragraph 51.8.

**Retention of Consumption Data**

51.6 Paragraph 51.7 applies where:

- (a) the licensee makes available Relevant Consumption Data such that it can be accessed by the Domestic Customer in accordance with paragraph 51.4(b); and
- (b) the Smart Metering System (or any part of it) at the relevant premises does not retain consumption data for the Relevant Period.

51.7 Where this paragraph applies:

- (a) the licensee must establish arrangements which enable consumption data to be retained for the Relevant Period; and
- (b) until such date as consumption data is retained for the Relevant Period, the reference to 24 months in the definition of Relevant Consumption Data shall be construed as a reference to the period for which consumption data is retained.

**Exception**

51.8 The requirements in paragraph 51.4 do not apply where:

- (a) either:
  - (i) the Smart Metering System at the relevant premises was not installed or arranged to be installed by the licensee; or
  - (ii) the licensee replaces any apparatus forming part of the Smart Metering System pursuant to paragraph 50.9 of Condition 50; and
- (b) a Communications Link has not at any time been established (whether directly, or indirectly through the DCC's Communications System) between the Smart Metering System and the licensee's Communications System.

## **PART B – OBLIGATIONS IN RESPECT OF RELEVANT EXPORT PREMISES**

### **Access to Relevant Export Data**

- 51.9 In respect of any relevant export premises at which the Smart Metering System measures the quantity of Export, the licensee must:
- (a) within a reasonable period of time after the Effective Date or the Export Date (whichever is the later), notify the Domestic Customer at the premises that the licensee can, if requested, make available Relevant Export Data such that it can be accessed by the Domestic Customer in accordance with paragraph (b) below; and
  - (b) as soon as is reasonably practicable after receiving any request to do so from the Domestic Customer at those premises, make available (in a readily understandable format) Relevant Export Data such that it can be accessed by the Domestic Customer.

51.10 The requirements of paragraph 51.9 are subject to paragraph 51.11.

### **Exception**

51.11 The requirements in paragraph 51.9 do not apply where a Communications Link has not at any time been established (whether directly, or indirectly through the DCC's Communications System) between the Smart Metering System and the licensee's Communications System.

## **PART C – OBLIGATIONS IN RESPECT OF RELEVANT DESIGNATED PREMISES**

51.12 In respect of each relevant designated premises, the licensee must, on request of the Customer at the premises, ensure that the Customer or that Customer's nominated agent has timely access to the half-hourly consumption data which is held by or stored in the Smart Metering System at such premises.

## **PART D - DEFINITIONS**

### **Definitions**

51.13 In this Condition:

<b>Consumer Device</b>	means any device which, by virtue of being connected to the Smart Metering System through the HAN Interface, is capable of
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providing the Domestic Customer with access (whether directly or indirectly) to Relevant Consumption Data or to Relevant Export Data.

**Communications Link**

has the meaning given to it in standard condition 49 of this licence.

**Communications System**

has the meaning given to it in standard condition 49 of this licence.

**DCC**

has the meaning given to it in standard condition 49 of this licence.

**Effective Date**

means:

- (a) in respect of any Domestic Premises which is a relevant premises on the date this Condition takes effect, the date this Condition takes effect;
- (b) in respect of any Domestic Premises which is a relevant premises only from a date after the date on which this Condition takes effect, the date on which that Domestic Premises first becomes a relevant premises.

**Export**

has the meaning given to it in Schedule A to standard condition 33 of this licence.

**Export Date**

means the date on which the Smart Metering System installed at the relevant premises first starts to measure the quantity of Export.

**HAN Interface**

has the meaning given to it in the SME Technical Specification.

**Relevant Consumption  
Data**

means, in respect of any relevant premises, detailed data as to the quantity of electricity supplied to the premises in each day, week, month, and year for the period:

- (a) of 24 months prior to the date on which the Domestic Customer at the premises accesses the data;
- (b) starting from the date on which the Domestic Customer became the Customer at the premises and ending on the date on which the Domestic Customer accesses the data;
- (c) starting from the date on which the licensee became the Relevant Electricity Supplier at the relevant premises and ending on the date on which the Domestic Customer accesses the data; or
- (d) starting from the date the Smart Metering System was installed at the relevant premises and ending on the date on which the Domestic Customer accesses the data,

whichever is the shorter period on the date on which the Domestic Customer accesses the data.

**Relevant Export Data**

means, in respect of any relevant premises at which the Smart Metering System measures Export, detailed data as to the quantity of Export in each day, week, and month for the period:

- (a) for which that data is held by, or stored in



the Smart Metering System on the date on which the Domestic Customer accesses the data

- (b) starting from the date on which the Domestic Customer became the Customer at the premises and ending on the date on which the Domestic Customer accesses the data;
- (c) starting from the date on which the licensee became the export supplier and ending on the date on which the Domestic Customer accesses the data; or
- (d) starting from the date the Smart Metering System was installed at the relevant export premises and ending on the date on which the Domestic Customer accesses the data,

whichever is the shorter period on the date on which the Domestic Customer accesses the data.

**Relevant Period**

means the period of 24 months prior to the date on which the Domestic Customer at the premises accesses consumption data.”.

**Modifications to the standard conditions of gas supply licences**

**29** The standard conditions of gas supply licences granted, or treated as granted, under section 7A(1) of the Gas Act 1986 are modified in accordance with—

- (a) paragraphs 30 to 35, with effect from 6 April 2014; and
- (b) paragraphs 36 and 37, with effect from 4 June 2014.

**30** In standard condition 12—

- (a) in the heading immediately before paragraph 12.30 replace “2020” with “2021”; and
- (b) in paragraph 12.30, replace “31 December 2019” with “31 December 2020”.

31 Replace standard condition 33 with the following—

**“Condition 33: Smart Metering System – Roll-out, Installation and Maintenance**

**PART A - ROLL-OUT DUTY AND EXCEPTIONS TO THE DUTY**

**The roll-out duty**

- 33.1 The licensee must take all reasonable steps to ensure that a Smart Metering System is installed on or before 31 December 2020 at each Domestic Premises or Designated Premises in respect of which it is the Relevant Gas Supplier.
- 33.2 The requirement in paragraph 33.1 is subject to paragraphs 33.3, 33.4 and 33.5.

**Exception for Domestic and Designated Premises – Large Gas Meters**

- 33.3 The requirement in paragraph 33.1 does not apply in respect of any Domestic Premises or Designated Premises at which either:
- (a) the existing Gas Meter is a Large Gas Meter; or
  - (b) any New Gas Meter or Replacement Gas Meter installed or arranged to be installed by the licensee is a Large Gas Meter,
- and where in either case:
- (c) that Large Gas Meter meets any requirements which apply to it by virtue of paragraph 12.27 or 12.29 of standard condition 12.

**Exception for Designated Premises - Advanced Meter Arrangements**

- 33.4 The requirement in paragraph 33.1 does not apply in respect of any Designated Premises:
- (a) where:
    - (i) the licensee or any other person has, prior to 6 April 2016 (‘the relevant date’), made arrangements for an Advanced Meter to be installed at that Designated Premises; and
    - (ii) the obligation under those arrangements to install an Advanced Meter is to be satisfied by a date which is also prior to the relevant date; and
  - (b) where either:
    - (i) the relevant date has not yet occurred; or
    - (ii) the relevant date has occurred and the Gas Meter installed at the Designated Premises is an Advanced Meter that was installed prior to that date.

### **Exception for Designated Premises - Advanced Meter Contract**

33.5 The requirement in paragraph 33.1 does not apply in respect of any Designated Premises:

- (a) where:
  - (i) the licensee or any other person has, prior to 6 April 2016, entered into a contract with the Customer at the Designated Premises to install or arrange the installation of an Advanced Meter at that Designated Premises; and
  - (ii) the obligation under that contract is for the Advanced Meter to be installed prior to 1 January 2021 ('the relevant date'); and
- (b) whether either:
  - (i) the relevant date has not yet occurred; or
  - (ii) the relevant date has occurred and the Gas Meter installed at the Designated Premises is the Advanced Meter that was first installed, pursuant to the contract, prior to that date.

### **PART B - DUTY IN RELATION TO REPLACEMENT METERS AND NEW CONNECTIONS AND EXCEPTIONS FROM THE DUTY**

#### **The duty in relation to replacement meters and new connections**

33.6 The licensee must take all reasonable steps to ensure that at each Domestic Premises or Designated Premises in respect of which:

- (a) it is the Relevant Gas Supplier, any Replacement Gas Meter which is installed or is arranged to be installed forms part of a Smart Metering System;
- (b) it is to be the first Relevant Gas Supplier, any New Gas Meter which is installed or is arranged to be installed forms part of a Smart Metering System.

33.7 The requirement in paragraph 33.6 is subject to paragraphs 33.9, 33.10 and 33.11.

33.8 The requirement in paragraph 33.6 and paragraphs 33.9, 33.10 and 33.11 apply only with effect from any date specified by the Secretary of State in a direction issued to the licensee in accordance with this paragraph.

#### **Exception for Domestic and Designated Premises – Large Gas Meters**

33.9 The requirement in paragraph 33.6 does not apply in respect of any Domestic Premises or Designated Premises at which either:

- (a) the existing Gas Meter is a Large Gas Meter; or

- (b) any New Gas Meter or Replacement Gas Meter installed or arranged to be installed by the licensee is a Large Gas Meter,

and where in either case:

- (c) that Large Gas Meter meets any requirements which apply to it by virtue of paragraph 27 or 29 of standard condition 12.

#### **Exception for Designated Premises - Advanced Meter Arrangements**

33.10 The requirement in paragraph 33.6 does not apply in respect of any Designated Premises where:

- (a) the licensee or any other person has, prior to 6 April 2016 ('the relevant date'), made arrangements for an Advanced Meter to be installed at that Designated Premises;
- (b) the obligation under those arrangements to install an Advanced Meter is to be satisfied by a date which is also prior to the relevant date; and
- (c) the relevant date has not yet occurred.

#### **Designated Premises – Advanced Meter Contract**

33.11 The requirement in paragraph 33.6 does not apply in respect of any Designated Premises

- (a) where:
  - (i) the licensee or any other person has, prior to 6 April 2016, entered into a contract with the Customer at the Designated Premises to install or arrange the installation of an Advanced Meter at that Designated Premises; and
  - (ii) the obligation under that contract is for the Advanced Meter to be installed prior to 1 January 2021 ('the relevant date'); and
- (b) where both:
  - (i) the Advanced Meter has not yet been installed at the Designated Premises pursuant to the contract; and
  - (ii) the relevant date has not yet occurred.

### **PART C – DUTIES AFTER INSTALLATION AND DEFINITIONS**

#### **The duties after installation**

33.12 The licensee must take all reasonable steps to ensure that, at each Domestic Premises or Designated Premises in respect of which it is the Relevant Gas Supplier and at which a Smart Metering System has been installed:

- (a) subject to sub-paragraph (b), the Smart Metering System continues to satisfy the requirements of the SME Technical Specification that was applicable:
  - (i) where the Smart Metering System was installed on or before the Smart Metering Designated Date, on the Smart Metering Designated Date;
  - (ii) where the Smart Metering System was installed after the Smart Metering Designated Date, on the date of its installation; and
- (b) where any direction which amends the SME Technical Specification states that the amendment is to have effect in relation to a Smart Metering System (or any part of it) installed prior to the date specified in the direction, the Smart Metering System (or the relevant part of it) is replaced, modified or reconfigured so as to comply with the amended requirements of the SME Technical Specification.

**Definitions**

33.13 For the purposes of this condition:

<b>Advanced Meter</b>	means a Gas Meter which satisfies the definition of ‘advanced meter’ in paragraph 12.22 of standard condition 12 but which does not form part of a Smart Metering System.
<b>New Gas Meter</b>	means the Gas Meter that is the first Gas Meter to be installed or arranged to be installed at the relevant premises.
<b>Replacement Gas Meter</b>	means a Gas Meter that replaces a Gas Meter previously installed at the relevant premises.”.

**32** In standard condition 38, in paragraph 38.6(a) replace “31 March 2017” with “31 March 2018”.

**33** In standard condition 41—

- (a) in paragraph 41.6(b)(i), after “Bill” insert “or a statement of account”;
- (b) in paragraph 41.6(b)(ii), in both places where it is used after “Bill” insert “or statement of account”;
- (c) in paragraph 41.10(a), after “Bill” insert “or a statement of account”; and
- (d) in paragraph 41.18(a), after “Bill” insert “or a statement of account”.

**34** In standard condition 43—

- (a) replace the existing paragraph 43.7 with—
- “43.7 Subject to paragraph 43.8, the obligations in paragraph 43.4 do not apply in respect of a Domestic Premises where:
- (a) that Smart Metering System at the premises was not installed or arranged to be installed by the licensee; or
  - (b) the licensee replaces any apparatus forming part of the Smart Metering System pursuant to paragraph 44.9 of Condition 44.”; and
- (b) in paragraph 43.8, replace “The exception in paragraph 43.7 applies” with “The exceptions in paragraph 43.7 apply”.

35 Insert the following new condition after condition 43—

**“Condition 44 Smart Metering - Continuation of Arrangements on Change of Supplier**

**Application**

44.1. This Condition applies in respect of any Domestic Premises at which there is, at the date of a Supplier Transfer in respect of that Domestic Premises, a Smart Metering System installed (**relevant premises**).

**Part A: Obligations on Old Supplier**

**Notification of Meter Asset Provider**

44.2. This paragraph applies where:

- (a) the licensee is the Old Supplier in relation to a relevant premises; and
- (b) the New Supplier in relation to that relevant premises is not the Meter Asset Provider for all of the Relevant Apparatus at the relevant premises.

44.3. Where paragraph 44.2 applies the licensee must take all reasonable steps to send within 15 working days of the Supplier Transfer, or such other timescale agreed with the New Supplier or a Meter Asset Provider (as the case may be):

- (a) a Notice to the New Supplier giving:
  - (i) the name and contact details of each Relevant Meter Asset Provider; and

(ii) details of the Relevant Apparatus provided by each Relevant Meter Asset Provider,

(a **MAP Notice**);

(b) a Notice to each Relevant Meter Asset Provider (other than the licensee) giving, in respect of the relevant premises:

(i) the date of the most recent Supplier Transfer;

(ii) the name of the New Supplier;

(iii) the Meter Point Reference Number (MPRN) of each Gas Meter; and

(iv) the serial number of, or any other information which identifies, the Relevant Apparatus provided by that Relevant Meter Asset Provider.

## **Part B: Obligations on New Supplier**

### **Arrangements with the Meter Asset Provider**

44.4. This paragraph applies where the licensee is the New Supplier in relation to a relevant premises, and it:

(a) receives a MAP Notice from the Old Supplier; or

(b) is contacted by a Relevant Meter Asset Provider about the Relevant Apparatus at the relevant premises.

44.5. Where:

(a) paragraph 44.4 applies; and

(b) the licensee does not have an existing agreement with the Relevant Meter Asset Provider for the provision of apparatus of the type identified in the MAP Notice, or by the Relevant Meter Asset Provider, as Relevant Apparatus,

the licensee must take all reasonable steps to ensure that by no later than 6 months from the date of the MAP Notice or being contacted by the Relevant Meter Asset Provider (whichever is the earlier):

- (i) it has entered into an agreement with the Relevant Meter Asset Provider for the provision of apparatus of the type identified in the MAP Notice, or by the Relevant Meter Asset Provider, as Relevant Apparatus; and
- (ii) the agreement includes terms in relation to the provision of the Relevant Apparatus at the relevant premises.

44.6. Where:

- (a) paragraph 44.4 applies; and
- (b) the licensee has an existing agreement with the Relevant Meter Asset Provider for the provision of apparatus of the type identified in the MAP Notice, or by the Relevant Meter Asset Provider, as Relevant Apparatus, it must take all reasonable steps to ensure that by no later than one month from the date of the MAP Notice the existing agreement includes terms in relation to the provision of the Relevant Apparatus at the relevant premises.

#### **Return of Apparatus**

44.7. Where pursuant to either paragraph 44.5 or 44.6 (as applicable) the licensee is not able to agree terms with the Relevant Meter Asset Provider within the Specified Period it must:

- (a) make the Relevant Apparatus available for collection by the Relevant Meter Asset Provider; and
- (b) take all reasonable steps to do so by no later than 1 month after the expiry of the Specified Period.

44.8. Where paragraph 44.7 applies, the licensee must take all reasonable steps to ensure that any apparatus made available for collection in accordance with that paragraph is, at the time of its collection, in the same condition as it was when it was last used as Relevant Apparatus.

#### **Replacement of SMS Apparatus**

44.9. This paragraph applies where the licensee:

- (a) supplies gas to at least 250,000 Domestic Customers;
- (b) is the New Supplier in relation to a relevant premises;



- (c) makes, pursuant to the requirements of paragraph 44.7, apparatus available for collection by a Meter Asset Provider; and
  - (d) installs, or arranges the installation of, Replacement Apparatus.
- 44.10. Subject to paragraph 44.11, where paragraph 44.9 applies the licensee must take all reasonable steps to ensure that the Replacement Apparatus satisfies the requirements of the SME Technical Specification applicable at the date of its installation.
- 44.11. The requirement in paragraph 44.10 does not apply in respect of Replacement Apparatus which:
- (a) is a Gas Meter; and
  - (b) is able to operate only as a Prepayment Meter.
- 44.12. Paragraphs 44.9, 44.10 and 44.11 of this Condition cease to apply from the date specified in the direction issued by the Secretary of State to the licensee in accordance with paragraph 33.8 of standard condition 33 of this licence.

**Definitions**

44.13. In this Condition:

- |                             |  |
|-----------------------------|--|
| <b>Meter Asset Provider</b> | means any person who owns, and leases to other persons, apparatus forming part of a Smart Metering System.   |
| <b>New Supplier</b>         | means, in relation to a relevant premises, the Gas Supplier that became the Relevant Gas Supplier for the relevant premises by virtue of the most recent Supplier Transfer.        |
| <b>Old Supplier</b>         | means, in relation to a relevant premises, the Gas Supplier that was, immediately prior to the most recent Supplier Transfer, the Relevant Gas Supplier for the relevant premises. |
| <b>Relevant Apparatus</b>   | means any apparatus forming part of the Smart Metering   |

System at the relevant premises.

**Relevant Meter Asset Provider** means the Meter Asset Provider of Relevant Apparatus.

**Replacement Apparatus** means apparatus which is to replace any apparatus made available, pursuant to the requirements of paragraph 44.7, for collection by a Meter Asset Provider.

**Specified Period** means the period specified in paragraph 44.5(b) or 44.6(b) (whichever is applicable).

**Supplier Transfer** has the meaning given to it in standard condition 14A of this licence.”.

**36** In standard condition 41—

(a) in paragraph 41.6(c), replace “; or” with “;”;

(b) renumber the existing paragraph 41.6(d) as 41.6(e);

(c) after paragraph 41.6(c), insert—

“(d) the licensee obtains Gas Consumption Data which relates to any one or more periods of a length referred to in paragraph 41.4(a), only following receipt of a request of the type referred to in, and for the purposes of complying with the requirements of, paragraph 45.3(b) of standard condition 45 of this licence; or”;

(d) replace paragraph 41.17 with—

“41.17 Paragraph 41.16 does not apply where the requirements of paragraphs 41.17A or 41.17B are satisfied.

41.17A The requirements of this paragraph are:

(a) the licensee has given at least seven days advance Notice to the Micro Business Consumer at the micro business premises informing the Micro Business Consumer:

(i) that the licensee intends to obtain Gas Consumption Data which relates to any one or more periods of less than one month;

- (ii) of the purposes for which the licensee may use that Gas Consumption Data; and
  - (iii) that the Micro Business Consumer may at any time object to the licensee obtaining that Gas Consumption Data and of the process by which he may do so; and
- (b) the Micro Business Consumer has not objected to the licensee obtaining that Gas Consumption Data for the purposes set out in the Notice.

41.17B The requirements of this paragraph are that the licensee obtains Gas Consumption Data only following receipt of a request of the type referred to in, and for the purposes of complying with the requirements of, paragraph 45.8 of standard condition 45 of this licence.”; and

(e) in paragraph 41.18(c), replace—

- (i) “41.17” with “41.17A”; and
- (ii) “41.17(a)” with “41.17A(a)”.

**37** Insert the following new condition after standard condition 44—

**“Condition 45. Smart Metering – Customer Access to Consumption Data**

**Application**

45.1 Parts A and C of this Condition apply to the licensee in respect of any Domestic Premises at which:

- (a) it is the Relevant Gas Supplier; and
  - (b) there is installed a Smart Metering System,
- (the **relevant premises**).

45.2 Parts B and C of this Condition apply to the licensee in respect of any Designated Premises at which:

- (a) it is the Relevant Gas Supplier; and
- (b) there is installed a Smart Metering System,

(the **relevant designated premises**).

## **PART A – OBLIGATIONS IN RESPECT OF RELEVANT PREMISES**

### **Access to Relevant Consumption Data**

45.3 In respect of each relevant premises, the licensee must:

- (a) within a reasonable period of time after the Effective Date, notify the Domestic Customer at the premises that the licensee can, if requested, make available Relevant Consumption Data such that it can be accessed by the Domestic Customer in accordance with paragraph (b) below; and
- (b) as soon as is reasonably practicable after receiving any request to do so from the Domestic Customer at those premises, make available (free of charge and in a readily understandable format) Relevant Consumption Data such that it can be accessed, at any time, by the Domestic Customer via:
  - (i) the internet; or
  - (ii) where the licensee does not provide access via the internet, a Consumer Device provided, free of charge, by the licensee to the Domestic Customer for the purposes of meeting the Domestic Customer's request.

45.4 The requirements of paragraph 45.3 are subject to paragraph 45.7.

### **Retention of Consumption Data**

45.5 Paragraph 45.6 applies where:

- (a) the licensee makes available Relevant Consumption Data such that it can be accessed by the Domestic Customer in accordance with paragraph 45.3(b); and
- (b) the Smart Metering System (or any part of it) at the relevant premises does not retain consumption data for the Relevant Period.

45.6 Where this paragraph applies:

- (a) the licensee must establish arrangements which enable consumption data to be retained for the Relevant Period; and

- (b) until such date as consumption data is retained for the Relevant Period, the reference to 24 months in the definition of Relevant Consumption Data shall be construed as a reference to the period for which consumption data is retained.

**Exception**

45.7 The requirements in paragraph 45.3 do not apply where:

- (a) either:
  - (i) the Smart Metering System at the relevant premises was not installed or arranged to be installed by the licensee; or
  - (ii) the licensee replaces any apparatus forming part of the Smart Metering System pursuant to paragraph 44.9 of Condition 44; and
- (b) a Communications Link has not at any time been established (whether directly, or indirectly through the DCC's Communications System) between the Smart Metering System and the licensee's Communications System.

**PART B – OBLIGATIONS IN RESPECT OF RELEVANT DESIGNATED PREMISES**

45.8 In respect of each relevant designated premises, the licensee must, on request of the Customer at the premises, ensure that the Customer or that Customer's nominated agent has timely access to the hourly consumption data which is held by or stored in the Smart Metering System at such premises.

**PART C - DEFINITIONS**

**Definitions**

45.9 In this Condition:

<b>Consumer Device</b>	means any device which, by virtue of being connected to the Smart Metering System through the HAN Interface, is capable of providing the Domestic Customer with access (whether directly or indirectly) to Relevant Consumption Data.
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<b>Communications Link</b>	has the meaning give to it in standard condition 43 of this licence.
<b>Communications System</b>	has the meaning give to it in standard condition 43 of this licence.
<b>DCC</b>	has the meaning give to it in standard condition 43 of this licence.
<b>Effective Date</b>	means: <ul style="list-style-type: none"> <li>(a) in respect of any Domestic Premises which is a relevant premises on the date this Condition takes effect, the date this Condition takes effect;</li> <li>(b) in respect of any Domestic Premises which is a relevant premises only from a date after the date on which this Condition takes effect, the date on which that Domestic Premises first becomes a relevant premises.</li> </ul>
<b>HAN Interface</b>	has the meaning given to it in the SME Technical Specification.
<b>Relevant Consumption Data</b>	means, in respect of any relevant premises, detailed data as to the quantity of gas supplied to the premises in each day, week, month, and year for the period: <ul style="list-style-type: none"> <li>(a) of 24 months prior to the date on which the Domestic Customer at the premises accesses the data;</li> <li>(b) starting from the date on which the Domestic Customer became the Customer at the premises and ending on the date on which the</li> </ul>

Domestic Customer accesses the data;

- (c) starting from the date on which the licensee became the Relevant Gas Supplier at the relevant premises and ending on the date on which the Domestic Customer accesses the data; or
- (d) starting from the date the Smart Metering System was installed at the relevant premises and ending on the date on which the Domestic Customer accesses the data,

whichever is the shorter period on the date on which the Domestic Customer accesses the data.

**Relevant Period**

means the period of 24 months prior to the date on which the Domestic Customer at the premises accesses consumption data.”.

Date

*Name*  
Parliamentary Under Secretary of State  
Department of Energy and Climate Change

*Draft licence modifications laid before Parliament under section 89(3) of the Energy Act 2008; draft to lie for forty days pursuant to section 89(4) of that Act, during which period either House of Parliament may resolve that the licence modifications not be made.*

## **GUIDANCE NOTE**

*(This note is not part of the modifications)*

The purpose of these licence and code modifications is to place obligations on electricity and gas suppliers relating to the installation and operation of smart meters and to place new obligations on the smart meter communication licence holder through its licences and the Smart Energy Code relating to the operation of smart meters.

A smart meter communication licence has been granted to Smart DCC Limited (a company registered in England and Wales with number 08641679) under each of section 7AB(2) of the Gas Act 1986 (c 44) and section 6(1A) of the Electricity Act 1989 (c 29). The two licences have uniform licence conditions. The licensee is required to maintain and keep in force the Smart Energy Code under condition 21 of the licences. Electricity and gas suppliers, electricity distributors and gas transporters are obliged to be a party to that code under the conditions of their licences.<sup>1</sup>

Smart meters are electricity and gas meters with enhanced functionalities, including the capability of providing consumption information to the consumer in near real-time, and to be remotely read by or on behalf of the supplier. Smart meters will promote energy saving by electricity and gas consumers, and will facilitate further efficiencies in the gas and electricity distribution and supply systems.

The modifications to the smart meter communication licences and the smart energy code modifications in paragraphs 8-11 change the obligations relating to the payment to the licensee of charges relating to its provision of particular metering equipment.

The remaining changes to the smart energy code modify obligations on licence holders concerning data provided to the smart meter communication licence holder when meters are installed and registered, and introduce new obligations on that licensee to develop systems and define technology to be used by users of its services as part of the overall smart metering communications architecture. There are also minor modifications to existing obligations where the continuing development of the system requires this.

The modifications to the gas and electricity supply licence conditions clarify and restate the existing obligations to install smart meters as well as providing longer timeframes for the completion of those obligations. The main condition in each case is restated for clarity (condition 33 in the gas licence and 39 in the electricity licence). Two new conditions are also introduced into each licence.

New conditions 44 (gas) and 50 (electricity) provide for obligations which arise where a customer with a smart meter changes supplier. These conditions ensure that the meter owner and the new supplier are aware of each other and provide a timescale during they are able to agree commercial terms to enable continued use of the meter. If they do not, then the new supplier is obliged to allow the meter owner to collect it, and to take all reasonable steps to ensure that the replacement meter is also a smart meter.

Parts of those new conditions have been notified to the European Commission in draft in accordance with the requirements of Article 8 of Directive 98/34/EC of the European Parliament and of the Council laying down a procedure for the provision of information in the field of technical standards and regulations (OJ L

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<sup>1</sup> Copies of licences are available at [www.ofgem.gov.uk](http://www.ofgem.gov.uk), and the Smart Energy Code can be viewed at <https://www.smartenergycodecompany.co.uk/>.



204, 21.7.1998, p. 37) as amended by Directive 98/48/EC of the European Parliament and of the Council (OJ L 217, 5.8.1998, p. 18).

New conditions 45 (gas) and 51 (electricity) place obligations on suppliers requiring them to provide information recorded by smart meters to consumers. These provide for 24 months of detailed consumption data for gas and electricity domestic customers to be made available either over the internet or via a device connected to the meter. Suppliers must also provide electricity export data to domestic customers. Additionally non-domestic customers with advanced meters must have access to the metering data on their meters. Consequential amendments are made to the data privacy licence condition to ensure that suppliers can access the data they need in order to comply with a customer's request under the new rights. These conditions partially implement obligations arising under Directive 2012/27/EU<sup>2</sup> of the European Parliament and of the Council of 25 October 2012 on energy efficiency.

The Secretary of State will publish the modifications on the website of the Department of Energy and Climate Change as soon as reasonably practicable.

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<sup>2</sup> OJ No L 315, 14.11.2012, p1.