

GREEN DEAL

PROPOSED MODIFICATIONS TO DISTRIBUTION STANDARD LICENCE CONDITIONS

**Condition 1. Definitions for the standard conditions**

**Introduction**

- 1.1 This condition sets out most of the defined words and expressions (all of which begin with capital letters) that are used in the standard conditions of both Section A and Section B of this licence, and gives their definitions next to them.
- 1.2 But:
- (a) where defined words and expressions are used only in a particular standard condition, their definitions are included in that condition, whether it falls in Section A or Section B; and
  - (b) some defined words and expressions that are used only in the standard conditions of Section B are set out, with their definitions, at standard condition 33 (Definitions for the Section B standard conditions).

**Definitions in alphabetical order**

- 1.3 In the standard conditions of this licence, unless the context otherwise requires:

<b><u>Green Deal Plan</u></b>	<u>has the meaning given to "green deal plan" in section 1(3) of the Energy Act 2011.</u>
<b><u>Green Deal Premises</u></b>	<u>premises at which payments are owed to a Green Deal Provider under a Green Deal Plan.</u>
<b><u>Green Deal Provider</u></b>	<u>has the meaning given to "green deal provider" in section 2(2) of the Energy Act 2011.</u>

## Condition 12. Requirement to offer terms for Use of System and connection

### Agreement for Use of System

- 12.1 The licensee must, on receiving a request from any person (“the requester”) asking it to do so, offer to enter into an agreement for Use of System under which it will:
- (a) accept into the licensee’s Distribution System, at any Entry Point and in any quantity that was specified by the requester in the request, electricity that is provided by or on behalf of the requester; and
  - (b) distribute that quantity of electricity (subject to any distribution losses) to such Exit Point on the licensee’s Distribution System and to any person as the requester may specify.

### Treatment of requests for connection

- 12.2 On receiving a request from any person asking it to make a connection, the licensee:
- (a) must not treat that request as anything other than a Notice given under section 16A of the Act requiring it to make the connection pursuant to section 16(1) of the Act; and
  - (b) to the extent that the request does not comply with the requirements of section 16A of the Act, must take all reasonable steps to ensure that it does so comply.

### Provision of information about connection terms

- 12.3 Where the licensee makes an offer to make a connection under section 16(1) of the Act, it must in that offer make detailed provision in relation to:
- (a) any works required to connect the licensee’s Distribution System to any other Distribution System or a Transmission System, and any consents needed for that purpose;
  - (b) any works to extend or reinforce the licensee’s Distribution System which in the opinion of the licensee are necessary or appropriate in consequence of the connection, or modification of an existing connection and any consents needed for that purpose;
  - (c) the installation of any switchgear or other apparatus required for the interruption of supply; and
  - (d) except to the extent included in any agreement offered in accordance with standard condition 34 (Requirement to offer terms for the provision of Legacy Metering Equipment) or standard condition 35 (Requirement to offer terms for the provision of Data Services), the installation of:
    - (i) any Electricity Meters required to enable the licensee to measure electricity that is being accepted into or leaving the licensee’s Distribution System at specified Entry Points or Exit Points, and
    - (ii) any special metering, telemetry, or Data Processing equipment for the purpose of enabling any party to the Balancing and Settlement Code to

comply with its obligations under that code in respect of metering or the licensee's performance of any related service.

#### **Charges and other terms for Use of System and connection**

12.4 Where the licensee makes an offer to enter into an agreement for Use of System under paragraph 12.1 or to make a connection under section 16(1) of the Act, it must in that offer set out:

- (a) the charges to be paid, which must (unless clearly inappropriate):
  - (i) be consistent with the relevant Charging Methodology within the meaning of standard condition 13 (Charging Methodologies for Use of System and connection);
  - (ii) be presented so as to be referable to the Use of System Charging Statement or the Connection Charging Statement (as the case may be) of the licensee under standard condition 14 (Charges for Use of System and connection); and
  - (iii) in the case only of an offer to make a connection, be presented in accordance with the common connection charging template referred to in standard condition 14;
- (b) such other detailed terms as may be appropriate for the purposes of the agreement; and
- (c) in the case only of an offer to make a connection, the date by which any works required for connection to the licensee's Distribution System, including any works to extend or reinforce that system, will be completed (time being of the essence unless otherwise agreed with the person who requires the connection to be made).

#### **Timing of offer of Use of System and connection terms**

12.5 The licensee must offer terms for an agreement for Use of System under paragraph 12.1 and for the making of a connection under section 16(1) of the Act:

- (a) as soon as is reasonably practicable after its (or its agent's) receipt of the request from the requester or of the Notice under section 16A of the Act (as the case may be); and
- (b) in any event, except and so far as the Authority otherwise consents, not more than the period set out in paragraph 12.6 after the receipt by the licensee of all the information that it may reasonably require for the purpose of formulating the terms of the offer.

12.6 The period set out in this paragraph is:

- (a) in the case of a request for an agreement for Use of System only, 28 days;
- (b) in the case of a request for an agreement for both Use of System and a connection, three months; and
- (c) in the case of a request for a connection, three months.

### Exceptions to the obligation to offer terms

- 12.7 The licensee is not obliged under paragraph 12.1 to offer to enter into an agreement for Use of System or under paragraph 12.2 to offer to enter into an agreement for connection if doing so would be likely to cause it to be in breach of:
- (a) its duties under section 9 of the Act;
  - (b) any regulations made under section 29 of the Act, or any other enactment that relates to safety or standards applicable to the Distribution Business;
  - (c) the Grid Code or the Distribution Code; or
  - (d) any of the Conditions of this licence,
- or if the requester does not agree to be bound, to the extent applicable to him, by the terms of the Grid Code or the Distribution Code.

### Settlement of disputes

- 12.8 Disputes arising under this condition are subject to the provisions of standard condition 7 (Determinations by the Authority) to the extent provided for in that condition.

### Application Regulations

- 12.9 The licensee must, within 28 days of receiving a request from any person, give him any information held by the licensee that he reasonably requires for the purpose of completing an application under the Application Regulations.

### Disconnection of Green Deal Premises

12.9A Where the licensee has made a connection to premises under section 16(1)(a) of the Act and such premises become Green Deal Premises, the licensee may not disconnect those Green Deal Premises [or any Metering Equipment at those Green Deal Premises], unless it is permitted to do so under the Electricity Safety, Quality and Continuity Regulations 2002 (as amended), Schedule 6 to the Act or any other legislation.

12.9B Where:

(a) the owner or occupier of Green Deal Premises; or

(b) a person holding a Supply Licence in respect of Green Deal Premises,

requests the licensee to disconnect those Green Deal Premises and the licensee is not permitted to do so, the licensee must give the owner, occupier or person holding the Supply Licence (as appropriate) a Notice to that effect.

### Interpretation

- 12.10 In this condition, any reference to a connection to be made under or pursuant to section 16(1) of the Act includes a reference to a connection to be made in accordance with the terms of a special connection agreement under section 22 of the Act.

**Condition 18. Provision of and charges for Metering Point Administration Services**

**Licensee's obligation**

18.1 The licensee must:

- (a) establish, or procure the establishment of; and
- (b) subsequently operate and maintain, or procure the subsequent operation and maintenance of,

a service, to be known as the Metering Point Administration Service, that provides the services specified in the Schedule of Services ("the Schedule") set out at Appendix 1, which is part of this condition.

18.2 The services specified in the Schedule are, for all the relevant purposes of this licence, the Metering Point Administration Services.

**Licensee as Distribution Services Provider**

18.3 If the licensee is a Distribution Services Provider, it must ensure that Metering Point Administration Services are able to be provided, where so requested, in respect of all premises connected to any Distribution System other than the licensee's within the Distribution Services Area.

**Charging Statements to be always available**

18.4 The licensee must at all times have available a statement prepared by it in a form approved by the Authority ("the MPAS Charging Statement") that sets out the basis on which charges will be made for the provision of Metering Point Administration Services.

18.5 The MPAS Charging Statement must:

- (a) be presented in such form and with such detail as are necessary to enable any electricity Supplier to make a reasonable estimate:
  - (i) of the charges that it would become liable to pay for the provision of Metering Point Administration Services, and
  - (ii) of the other terms on which such services would be provided that are likely to have a material impact on the conduct of that Electricity Supplier's business; and
- (b) include a schedule of charges for Metering Point Administration Services and an explanation of the methods by which and the principles on which such charges will be calculated.

**Review and provision of statements**

18.6 The licensee may periodically review the information set out in the MPAS Charging Statement and, at least once every year, must make any changes that are necessary to that statement to ensure that such information continued to be accurate in all material respects.

18.7 The licensee must give or send a copy of the MPAS Charging Statement to:

- (a) the Authority; and
- (b) any person who requests it.

- 18.8 The licensee may make a charge for any MPAS Charging Statement given or sent under paragraph 18.7(b) but this must not exceed the amount specified in directions issued by the Authority for the purposes of this condition generally, based on the Authority's estimate of the licensee's reasonable costs of providing the statement.
- 18.9 The MPAS Charging Statement may, at the licensee's choice, be made available in the same document as the Use of System Charging Statement referred to in standard condition 14 (Charges for Use of System and connection) provided that the two statements are separately labelled.

**Derogations**

- 18.10 The Authority may, after consulting with the licensee and any other Authorised Electricity Operator likely to be materially affected, give a direction ("a derogation") to the licensee that relieves it of its obligations under this condition to such extent, for such period of time, and subject to such conditions as may be specified in the direction.
- 18.11 Appendix 1 follows immediately below.

**Appendix 1: Schedule of Services**

- A1. In accordance with paragraphs 18.1 and 18.2, the services that comprise the Metering Point Administration Services are these:
- A2. The service of maintaining such a register of technical and other data as is necessary to facilitate supply by any Electricity Supplier to all premises connected to the licensee's Distribution System and to meet the reasonable requirements of Electricity Suppliers in respect of such premises for information for Settlement Purposes, including (where so required):
- (a) the identity of the Electricity Supplier responsible under the Balancing and Settlement Code for the Metering Point at such premises;
  - (b) the type of Metering Equipment installed at each such premises; ~~and~~
  - (c) a unique and accurate address of each such premises so far as is reasonably practicable, having regard to the nature and source of the information provided to the licensee; ~~and~~
  - (d) whether such premises are Green Deal Premises.
- A3. The service of amending the register maintained in accordance with paragraph A2 to reflect changes of Electricity Supplier in respect of any premises.
- A4. The service of providing, in a timely and efficient matter, such data contained in the register maintained in accordance with paragraph A2 as are reasonably required and requested:
- (a) to any Electricity Supplier or its agent;
  - (b) to any person identified in the Balancing and Settlement Code as being an appropriate person to receive data for Settlement Purposes; and
  - (c) to any person identified in the Master Registration Agreement as being entitled to receive such data for the purpose of facilitating changes of Electricity Supplier in respect of any premises.
- A5. The service of:
- (a) maintaining an enquiry service for providing any Customer or an Electricity Supplier, on request and free of charge to that Customer, with such data contained in the register maintained in accordance with paragraph A2 as are relevant to the supply of electricity to premises which are (or are to be) owned or occupied by the Customer; and
  - (b) securing such publicity for the operation of that enquiry service as the licensee thinks is adequate.

## Condition 23. Master Registration Agreement

### Licensee's obligation

23.1 The licensee, in conjunction and co-operation with all other Electricity Distributors, must take all steps within its power to ensure that the Master Registration Agreement ("the MRA") in force under this licence at 31 May 2008 remains an agreement that conforms to the requirements of:

- (a) paragraph 23.2 in respect of its contractual constitution; and
- (b) paragraph 23.3 in respect of its contents.

### Constitution of the MRA

23.2 The Master Registration Agreement must be an agreement made between:

- (a) on the one part, the licensee and all other Electricity Distributors; and
- (b) on the other part:
  - (i) all Electricity Suppliers (or their agents) that require the provision of Metering Point Administration Services from at least one Electricity Distributor, and
  - (ii) such other persons as are, for Settlement Purposes, appropriate parties to the agreement.

### Contents of the MRA

23.3 The Master Registration Agreement must comprise:

- (a) terms for the provision of Metering Point Administration Services in accordance with the requirements of standard condition 18 (Provision of and charges for Metering Point Administration Services);
- (b) provisions to facilitate, and procedures and practices to be followed by Electricity Suppliers in relation to, changes of Electricity Supplier in respect of any premises;
- (c) the Data Transfer Catalogue, being a catalogue of definitions, flows, and forms of such data as may require to be transferred by or to parties to the Master Registration Agreement, or between any persons for Settlement Purposes or for any related purposes;
- (d) arrangements for the variation of the Master Registration Agreement following consultation with the parties, or representatives of the parties, to that agreement;
- (e) provisions (which must require the Authority's approval) by virtue of which the whole or specified parts of the Master Registration Agreement are not to be capable of variation without the Authority's approval; ~~and~~
- (f) such other matters as are or may be appropriate for the development, maintenance, and operation of an efficient, co-ordinated, and economical system for the supply of electricity and for the purpose of facilitating competition in electricity supply; ~~and~~

(g) provisions to facilitate, and procedures and practices to be followed in relation to, the establishment, operation and maintenance of the Central Charge Database (within the meaning of standard condition 35 of a Supply Licence).