

SECTION A: DEFINITIONS AND INTERPRETATION

A1 DEFINITIONS

A1.1 In this Code, except where the context otherwise requires, the expressions in the left hand column below shall have the meanings given to them in the right hand column below:

Accession Agreement	means an accession agreement entered into pursuant to Section B1 (Accession).
Affected Party	has the meaning given to that expression in the definition of Force Majeure.
Affiliate	means, in relation to any person, any holding company of that person, any subsidiary of that person or any subsidiary of a holding company of that person, in each case within the meaning of section 1159 of the Companies Act 2006.
Agency for the Co-operation of Energy Regulators	means the agency of that name established under Regulation 2009/713/EC of the European Parliament and of the Council of 13 July 2009 establishing an Agency for the Co-operation of Energy Regulators.
Alternate	has the meaning given to that expression in Section C5.19 (Alternates).
Alternative Proposal	has the meaning given to that expression in Section D6.15 (Alternative Proposals).
Applicant	has the meaning given to that expression in Section B1.1 (Eligibility for Admission).

Application Fee	has the meaning given to that expression in Section B1.5 (Application Fee).
Application Form	means a form requesting the information set out in Schedule 5 (and which must not request any further information), in such format as the Code Administrator may determine from time to time.
Application Guidance	has the meaning given to that expression in Section B1.4 (Application Form and Guidance).
Appropriate Permission	<p>means, in respect of a Communication Service to be provided to a User in respect of a Smart Metering System at a premises that will result in the User obtaining Consumption Data, either:</p> <p>(a) (where that User is the Import Supplier, Export Supplier, Gas Supplier, Electricity Distributor or Gas Transporter for that Smart Metering System) that the User does not need consent to access that Consumption Data in accordance with its Energy Licence, or that the User has consent (whether explicit or implicit) in accordance with the requirements of its Energy Licence; or</p> <p>(b) (where that User is not the Import Supplier, Export Supplier, Gas Supplier, Electricity Distributor or Gas Transporter for that Smart Metering System) that the Energy Consumer has given the User explicit consent to obtain that Consumption Data and such consent has not been withdrawn.</p>

Approved Budget	has the meaning given to that expression in Section C8.13 (Approval of Budgets).
Authority	means the Gas and Electricity Markets Authority as established under section 1 of the Utilities Act 2000.
Bank Guarantee	means an on demand bank guarantee in a form reasonably acceptable to the DCC from a bank with the Required Bank Rating which guarantee has not been breached or disclaimed by the provider and has at least one month left until it expires.
Bilateral Agreement	means an agreement entered into pursuant to Section H7 (Elective Communication Services) between the DCC and a User.
Business Continuity Plan	means the plan developed in accordance with Section H12 (Business Continuity).
Cash Deposit	means a deposit of funds by or on behalf of the User into a bank account in the name of the DCC, such that title in such funds transfers absolutely to the DCC.
Change Board	has the meaning given to that expression in Section D8.1 (Establishment of the Change Board).
Change Board Member	has the meaning given to that expression in Section D8.4 (Membership of the Change Board).
Charges	means the charges payable to the DCC pursuant to this Code (including pursuant to Bilateral Agreements).

Charging Methodology	means the methodology for determining the Charges, as set out in Section K (Charging Methodology).
Charging Objectives	has the meaning given to that expression in Section C1 (SEC Objectives).
Charging Statement	means, from time to time, the statement prepared by DCC pursuant to Condition 19 of the DCC Licence that is in force at that time.
Code	means this Smart Energy Code (including its Schedules and the SEC Subsidiary Documents).
Code Administration Code of Practice	means the document of that name as approved by the Authority from time to time.
Code Administration Code of Practice Principles	means the principles set out as such in the Code Administration Code of Practice.
Code Administrator	has the meaning given to that expression in Section C7.1 (Code Administrator).
Commercial Activities	includes, in particular, Energy Efficiency Services, Energy Management Services, Energy Metering Services, and Energy Price Comparison Services, in each case as defined in the DCC Licence and in relation to the Supply of Energy (or its use) under the Electricity Act and the Gas Act.
Communication Services	means the Core Communication Services or the Elective Communication Services.
Communications Hub	has the meaning given to that expression in the DCC Licence.

Communications Hub Service	means the Service described in Section H4 (Communications Hub Service).
Competent Authority	means the Secretary of State, the Authority, and any local or regional or national agency, authority, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) of the government of the United Kingdom or of the European Union (but only insofar as each has jurisdiction over the relevant Party, this Code or its subject matter).
Completion of Implementation	has the meaning given to that expression in Section X1 (General Provisions Regarding Transition).
Confidential Information	means, in respect of a Party other than DCC, the Data belonging or relating to that Party or that otherwise becomes available to the DCC as a result (whether directly or indirectly) of that Party being a party to this Code.
Consultation Summary	has the meaning given to that expression in Section D6.14 (Working Group Consultation).
Consumer Data	has the meaning given to that expression in Section M5.6 (Consumer Data).
Consumer Member	has the meaning given to that expression in Section C3.1 (Panel Composition).
Consumption Data	means, in respect of a premises, the quantity of electricity or gas measured by the Energy Meter as having been supplied to the premises.

Core Communication Services	means Services for the provision of communications to or from a Smart Metering System that relate solely to the Supply of Energy (or its use), as described in the Core Communication Services Schedule.
Core Communication Services Schedule	means the document to be included as a Schedule to this Code pursuant to section 88 of the Energy Act 2008.
Credit Assessment Score	means, in respect of a User, a credit assessment score in respect of that User procured from one of the credit assessment companies named in Section J3.8 (User's Credit Cover Factor). Where more than one credit assessment product is listed in respect of that company, it shall be the score determined in accordance with the listed product that the DCC reasonably considers the most appropriate for the User.
Credit Cover Factor	has the meaning given to that expression in Section J3.4 (User's Credit Cover Factor).
Credit Cover Requirement	has the meaning given to that expression in Section J3.2 (Calculation of Credit Cover Requirement).
Credit Support	means one or more of a Bank Guarantee, Cash Deposit and/or Letter of Credit procured by a User pursuant to Section J3 (Credit Cover).
Data	means any information, data, knowledge, figures, methodologies, minutes, reports, forecasts, images or sounds (together with any database made up of any of these) embodied in any medium (whether tangible or electronic).

Data Protection Act	means the Data Protection Act 1998.
DCC	means, subject to Section M9 (Transfer of DCC Licence), the holder from time to time of the DCC Licence. In accordance with Section A2.1(l), references to the DCC shall (where applicable) include references to the DCC Service Providers with whom the DCC has contracted in order to secure performance of its obligations under this Code.
DCC Licence	means the licences granted under section 6(1A) of the Electricity Act and section 7AB(2) of the Gas Act.
DCC Member	has the meaning given to that expression in Section C3.1 (Panel Composition).
DCC Service Provider	means an External Service Provider, as defined in the DCC Licence (but always excluding the DCC itself).
DCC Service Provider Contract	means, as between the DCC and each DCC Service Provider, any arrangement (however described) pursuant to which the DCC procures services for the purpose of providing the Services.
DCC Systems	means the Systems used by the DCC and/or the DCC Service Providers in relation to the Services and/or this Code.
DCC User Gateway	means the communications interface designed to allow the communications referred to in Section H3 (DCC User Gateway) to be sent between the User and the DCC.

DCC Website	means the DCC's publicly available website (or, where the Panel and the DCC so agree, the Website).
Default Interest Rate	means, for any day, 8% above the base lending rate of the Bank of England at 13.00 hours on that day.
Defaulting Party	has the meaning given to that expression in Section M8.1 (Events of Default).
Designated Premises	means Non-Domestic Premises defined as Designated Premises within the meaning given to that expression in the Electricity Supply Licences or the Gas Supply Licences.
Detailed Evaluation	has the meaning given to that expression in Section H7.7 (Detailed Evaluation of Elective Communication Services).
Device	means each of the devices that together comprise a Smart Metering System, as further described in the SMETS.
Dispute	means any dispute or difference (of whatever nature) arising under, out of or in connection with this Code and/or any Bilateral Agreement.
Domestic Premises	means premises at which a Supply of Energy is or will be taken wholly or mainly for domestic purposes, which is to be interpreted in accordance with Condition 6 of the relevant Energy Supply Licence.
Draft Budget	has the meaning given to that expression in Section C8.11 (Preparation of Draft Budgets).

Due Date	has the meaning given to that expression in Section J1.4 (Payment of Charges).
Elected Members	has the meaning given to that expression in Section C3.1 (Panel Composition).
Elective Communication Services	means Services for the provision of communications to or from a Smart Metering System that relate solely to the Supply of Energy (or its use), and that are provided by the DCC pursuant to Bilateral Agreements (or that a Party may request that the DCC so provides).
Electricity Act	means the Electricity Act 1989.
Electricity Distribution Licence	means a licence granted, or treated as granted, under section 6(1)(c) of the Electricity Act.
Electricity Distributor	means, in respect of a Smart Metering System at a premises, the Electricity Distribution Licence holder for the network to which such premises are connected.
Electricity Distributor Services	means those Core Communication Services identified as such in the Core Communication Services Schedule.
Electricity Meter	means any meter that conforms to the requirements of paragraph 2 of schedule 7 to the Electricity Act and is used for the purpose of measuring the quantity of electricity that is supplied to premises.
Electricity Network Party	means a Party that holds an Electricity Distribution Licence.

Electricity Supplier Party	means a Party that holds an Electricity Supply Licence (regardless of whether that Party also holds a Gas Supply Licence).
Electricity Supply Licence	means a licence granted, or treated as granted, pursuant to section 6(1)(d) of the Electricity Act.
Eligible Supplier Agent	has the meaning given to that expression in Section H2.2 (Eligible Supplier Agents).
Enabling Services	means one or more of the Enrolment Service, the Communications Hub Service, and the Other Enabling Services.
Energy Code	means a multilateral code or agreement maintained pursuant to one or more of the Energy Licences.
Energy Consumer	means a person who receives, or wishes to receive, a Supply of Energy at any premises in Great Britain.
Energy Licence	means a licence that is granted, or treated as granted, under section 6 of the Electricity Act or under section 7, 7A or 7AB of the Gas Act.
Energy Meter	means an Electricity Meter or a Gas Meter.
Energy Supply Licence	means an Electricity Supply Licence or a Gas Supply Licence.
Enrolment	means, in respect of a Smart Metering System, the act of enrolling that Smart Metering System in accordance with the Enrolment Service (and the words “ Enrol ” and “ Enrolled ” will be interpreted accordingly).

Enrolment Service	means the Service described in Section H5 (Enrolment of Smart Metering Systems).
EU Regulations	<p>means:</p> <ul style="list-style-type: none">(a) Regulation 2009/714/EC of the European Parliament and of the Council of 13 July 2009 on conditions for access to the network for cross-border exchange in electricity and repealing Regulation 2003/1228/EC; and(b) Regulation 2009/715/EC of the European Parliament and of the Council of 13 July 2009 on conditions for access to the national gas transmission networks and repealing Regulation 2005/1775/EC, as amended by Commission Decision 2010/685/EU of 10 November 2010 amending Chapter 3 of Annex I to Regulation 2009/715/EC of the European Parliament and of the Council on conditions for access to the natural gas transmission networks.
Event of Default	has the meaning given to that expression in Section M8.1 (Events of Default).
Export MPAN	means an MPAN for a Metering Point relating to the export of electricity from a premises.
Export Supplier	means, for a Smart Metering System and any period of time, the User Registered during that period in respect of the Export MPAN for that Smart Metering System.
Export Supplier Services	means those Core Communication Services identified as such in the Core Communication Services Schedule.

Fast-Track Modifications	has the meaning given to that expression in Section D2.8 (Fast-Track Modifications).
Fixed Charges	has the meaning given to that expression in the Charging Methodology.
Force Majeure	means, in respect of any Party (the Affected Party), any event or circumstance which is beyond the reasonable control of the Affected Party, but only to the extent such event or circumstance (or its consequences) could not have been prevented or avoided had the Affected Party acted in accordance with Good Industry Practice. Neither lack of funds nor strikes or other industrial disturbances affecting only the employees of the Affected Party and/or its contractors shall be interpreted as an event or circumstance beyond the Affected Party's control.
Framework Agreement	means an agreement in the form set out in Schedule 1.
Gas Act	means the Gas Act 1986.
Gas Meter	means a meter that conforms to the requirements of section 17(1) of the Gas Act for the purpose of registering the quantity of gas supplied through pipes to premises.
Gas Network Party	means a Party that holds a Gas Transporter Licence.
Gas Supplier	means, for a Smart Metering System and any period of time, the User Registered during that period in respect of the MPRN for that Smart Metering System.

Gas Supplier Party	means a Party that holds a Gas Supply Licence (regardless of whether that Party also holds an Electricity Supply Licence).
Gas Supplier Services	means those Core Communication Services identified as such in the Core Communication Services Schedule.
Gas Supply Licence	means a licence granted, or treated as granted, pursuant to section 7A(1) of the Gas Act.
Gas Transporter	means, in respect of a Smart Metering System at a premises, the person who holds the Gas Transporter Licence for the network to which such premises are connected.
Gas Transporter Licence	means a licence granted, or treated as granted, under section 7 of the Gas Act (but not the licence in respect of the National Transmission System, as defined in the UNC).
Gas Transporter Services	means those Core Communication Services identified as such in the Core Communication Services Schedule.
General SEC Objectives	has the meaning given to that expression in Section C1 (SEC Objectives).
Good Industry Practice	means, in respect of a Party, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking as that Party under the same or similar circumstances.

Greenhouse Gas Emissions	means emissions of Greenhouse Gases, as defined in section 92 of the Climate Change Act 2008.
Import MPAN	means an MPAN for a Metering Point relating to the import of electricity to a premises.
Import Supplier	means, for a Smart Metering System and any period of time, the User Registered during that period in respect of the Import MPAN for that Smart Metering System.
Import Supplier Services	means those Core Communication Services identified as such in the Core Communication Services Schedule.
Information Commissioner	means the Commissioner, as defined in the Data Protection Act.
Insolvency Type Event	<p>means, in respect of a Party, that that Party:</p> <ul style="list-style-type: none">(a) is unable to pay its debts as they fall due, or is deemed to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (but as if the reference in such section to “£750” was replaced with “£10,000”);(b) calls a meeting for the purpose of passing a resolution for its winding-up, or such a resolution is passed;(c) presents, or has presented in respect of it, a petition for a winding-up order;(d) has an application to appoint an administrator made in respect of it, or a notice of intention to appoint an administrator is filed in respect of it;(e) has an administrator, administrative receiver, or

receiver appointed over all or a substantial part of its business, undertaking, property or assets;

- (f) takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it; or
- (g) suffers or undergoes any procedure analogous to any of those specified above, including in respect of a Party who is a natural person or in any jurisdiction outside the UK in which a Party is incorporated.

Intellectual Property Rights

means patents, trade marks, trade names, service marks, rights in designs, copyright (including rights in computer software), logos, rights in internet domain names, and moral rights, database rights, rights in know-how, and other intellectual property rights (in each case, whether registered or unregistered or subject to an application for registration), and includes any and all rights or forms of protection having equivalent or similar effect anywhere in the world.

Interim Election

has the meaning given to that expression in Section C4.2 (Election of Elected Members).

Invoice

has the meaning given to that expression in Section J1.2 (Invoicing of Charges).

Large Supplier Party

means a Supplier Party that is not a Small Supplier Party.

Laws and Directives	means any law (including the common law), statute, statutory instrument, regulation, instruction, direction, rule, condition or requirement (in each case) of any Competent Authority (or of any authorisation, licence, consent, permit or approval of any Competent Authority).
Letter of Credit	means an unconditional irrevocable standby letter of credit in substantially the form set out in Schedule 6 from a bank with the Required Bank Rating which letter of credit has not been breached or disclaimed by the provider.
Liability	includes any loss, liability, damages, costs (including legal costs), expenses and claims.
Malicious Software	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on Data, software, files, programs or codes (whether or not its operation is immediate or delayed, and whether it is introduced wilfully, negligently or without knowledge of its existence).
Meter Asset Manager	has the meaning given to that expression in the SPAA.
Meter Operator	has the meaning given to that expression in the MRA.
Metering Point	has the meaning given to that expression in the MRA.
Modification Proposal	has the meaning given to that expression in Section D1.2 (Modifications).

Modification Register	has the meaning given to that expression in Section D1.8 (Modification Register).
Modification Report	has the meaning given to that expression in Section D7.1 (Modification Report).
Modification Report Consultation	has the meaning given to that expression in Section D7.8 (Modification Report Consultation).
MPAN	means, in respect of a Smart Metering System <u>(or Electricity Meter)</u> , the Supply Number (or each of the Supply Numbers) allocated under the MRA to the Metering Point(s) at which the import or export of electricity is recorded by that Smart Metering System <u>(or Electricity Meter)</u> .
MPRN	means, in respect of a Smart Metering System <u>(or Gas Meter)</u> , the Supply Meter Point Reference Number allocated by the relevant Gas <u>Network Party</u> Transporter to the Supply Point at which the supply of gas is recorded by that Smart Metering System <u>(or Gas Meter)</u> .
MRA	means the Master Registration Agreement established pursuant to the Electricity Distribution Licences.
National Consumer Council	means the body of that name established by section 1 of the Consumers, Estate Agents and Redress Act 2007.
Network Party	means a Party that is either an Electricity Network Party or a Gas Network Party.

New Party	means a Party that is a Party pursuant to an Accession Agreement.
Non-Default Interest Rate	means, for any day, the base lending rate of the Bank of England at 13.00 hours on that day.
Non-Domestic Premises	means premises other than Domestic Premises.
Original Party	means a Party that is a Party pursuant to the Framework Agreement.
Other Enabling Services	means the Services described in Section H11 (Other Services), and all other Services other than the Enrolment Service, the Communications Hub Service, and the Communication Services.
Other SEC Party	means a Party that is not the DCC, is not a Network Party, and is not a Supplier Party.
Other User Core Services	means those Core Communication Services identified as such in the Core Communication Services Schedule.
Panel	means the body established as such in accordance with Section C2.1 (Establishment of the Panel).
Panel Chair	has the meaning given to that expression in Section C3.1 (Composition of the Panel).
Panel Member	has the meaning given to that expression in Section C3.1 (Composition of the Panel).
Panel Objectives	has the meaning given to that expression in Section C2.2 (Panel Objectives).

**Parent Company
Guarantee**

means a guarantee in such form as the DCC may reasonably approve from an Affiliate of the User in question which guarantee has not been breached or disclaimed by the guarantor and has at least one month left until it expires. Where the guarantor is incorporated outside of the United Kingdom, the guarantee will only be validly given where supported by a legal opinion regarding capacity and enforceability in a form reasonably satisfactory to the DCC.

Party

means, from time to time, a person that has agreed to be bound by this Code (either pursuant to the Framework Agreement or an Accession Agreement), and (without prejudice to Section M8.14 (Consequences of Ceasing to be a Party)) that has not at that time ceased to be so bound in accordance with Section M8 (but excluding SECCo).

Party Data

has the meaning given to that expression in Section M5.10 (Party Data).

Party Category

means, as the context requires, one of the following categories:

- (a) the Large Supplier Parties collectively;
- (b) the Small Supplier Parties collectively;
- (c) the Electricity Network Parties collectively;
- (d) the Gas Network Parties collectively; and
- (e) the Other SEC Parties collectively.

Party Details	means, in respect of each Party, the information relating to that Party and corresponding to the heads of information set out in the Application Form from time to time.
Path 1 Modification	has the meaning given to that expression in Section D2.4 (Path 1 Modification: Authority-led).
Path 2 Modification	has the meaning given to that expression in Section D2.6 (Path 2 Modification: Authority Determination).
Path 3 Modification	has the meaning given to that expression in Section D2.7 (Path 3 Modification: Self-Governance).
Personal Data	means personal data, as defined in the Data Protection Act.
Preliminary Assessment	has the meaning given to that expression in Section H7.4 (Preliminary Assessment of Elective Communication Services).
Process	means, in respect of any Personal Data, to ‘process’ that Personal Data, as defined in the Data Protection Act (and “ Processing ” shall be interpreted accordingly).
Proposer	has the meaning given to that expression in Section D1.3 (Persons Entitled to Propose Modification Proposals).
Recoverable Costs	has the meaning given to that expression in Section C8.2 (SEC Costs and Expenses).
Refinement Process	has the meaning given to that expression in Section D6 (Refinement Process).

Region	means each of the geographical regions of Great Britain that are subject to different DCC Service Provider Contracts, the exact boundaries of which will be as published by the DCC (or the Panel on behalf of the DCC) from time to time.
Registered	means Registered, as defined in the MRA or the SPAA, as applicable (and “ Registration ” shall be interpreted accordingly).
Registration Data	has the meaning given to that expression in Section E1 (Reliance on Registration Data).
Regulatory Year	means a period of twelve months beginning at the start of 1 April in any calendar year and ending at the end of 31 March in the next following calendar year.
Related Person	means, in relation to an individual, that individual’s spouse, civil partner, parent, grandparent, sibling, child, grandchild or other immediate family member; any partner with whom that individual is in partnership; that individual’s employer; any Affiliate of such employer; any person by whom that individual was employed in the previous 12 months; and any company (or Affiliate of a company) in respect of which that individual (individually or collectively with any member of his immediate family) controls more than 20% of the voting rights.

Relevant Instruments	<p>means:</p> <ul style="list-style-type: none">(a) the Electricity Act and the Gas Act;(b) the Data Protection Act;(c) the Energy Licences; and(d) the Energy Codes.
Report Phase	<p>has the meaning given to that expression in Section D7.1 (Modification Report).</p>
Required Bank Rating	<p>means that a person has one or more long-term Recognised Credit Ratings of at least (based, where the person has more than one such rating, on the lower of the ratings):</p> <ul style="list-style-type: none">(a) “A-” by Standard & Poor’s Financial Services LLC;(b) “A3” by Moody’s Investors Services Inc; and/or(c) “A-” by Fitch Ratings Limited; and/or(d) “A(low)” by DBRS Ratings Limited.
Restricted Communication Service	<p>means, in respect of any User requesting an Elective Communication Service in respect of a Smart Metering System, an Elective Communication Service that would be equivalent to a Core Communication Service that is identified in the Core Communication Services Schedule as being restricted to a class of Users of which the requesting User is not one for the purposes of that Smart Metering System.</p>

Scheduled Election	has the meaning given to that expression in Section C4.2 (Election of the Elected Members).
SEC Arrangements	has the meaning given to that expression in the DCC Licence.
SEC Materials	has the meaning given to that expression in Section M5.1 (SEC Materials).
SEC Objectives	means, in respect of the Charging Methodology only, the Charging Objectives and, in all other cases, the General SEC Objectives.
SEC Subsidiary Documents	means each of the documents set out as such in the appendices to this Code. Each SEC Subsidiary Document will identify the Section(s) of this Code to which the SEC Subsidiary Document relates, and references to the “applicable SEC Subsidiary Document” shall be construed accordingly.
SECCo	has the meaning given to that expression in Schedule 4.
Secretariat	has the meaning given to that expression in Section C7.6 (Secretariat).
Secretary of State	has the meaning given to that expression in the Interpretation Act 1978.
Services	means the services provided, or to be provided, by the DCC pursuant to Section H (DCC Services), including pursuant to Bilateral Agreements.

Services FM

means, in respect of any Services, the occurrence of any of the following:

- (a) war, civil war, riot, civil commotion or armed conflict;
- (b) terrorism (being the use or threat of action designed to influence the government or intimidate the public or for the purpose of advancing a political, religious or ideological cause and which involves serious violence against a person or serious damage to property, endangers a person's life, creates a serious risk to the public or is designed to seriously interfere with or disrupt an electronic system);
- (c) nuclear, chemical or biological contamination;
- (d) earthquakes, fire, storm damage or severe flooding (if in each case it affects a significant geographical area); and/or
- (e) any blockade or embargo (if in each case it affects a significant geographical area).

Services IPR

has the meaning given to that expression in Section M5.14 (Services IPR).

Significant Code Review means a review of one or more matters by the Authority which the Authority considers is:

- (a) related to this Code (whether on its own or together with other Energy Codes); and
- (b) likely to be of significance in relation to the Authority's principal objective and/or general duties (as set out in section 3A of the Electricity Act and section 4AA of the Gas Act), statutory functions and/or relevant obligations arising under EU law,

and concerning which the Authority has issued a notice that the review will constitute a significant code review.

Significant Code Review Phase means, in respect of each Significant Code Review, the period from the date on which the Authority issues the notice stating that the matter is to constitute a Significant Code Review, and ending on the earlier of:

- (a) the date on which the DCC submits a Modification Proposal in respect of any variations arising out of a Significant Code Review that the DCC is directed to submit by the Authority;
- (b) the date on which the Authority issues a conclusion that no modification is required to this Code as a result of the Significant Code Review; or
- (c) the date 28 days after the date on which the Authority issues its conclusion document in respect of the Significant Code Review.

Small Supplier Party	means a Supplier Party which, at the time at which it is necessary to assess the status of the Party, supplies electricity and/or gas to fewer than 250,000 (two hundred and fifty thousand) Domestic Premises.
Smart Metering Equipment Technical Specification	means the document of that name designated for the purposes of the Energy Supply Licences, which it is intended will be incorporated into this Code pursuant to Section X5 (Incorporation of Certain Documents into this Code).
Smart Metering System	<p>means a system installed at premises for the purposes of the Supply of Energy to the premises that, on the date on which it is installed, as a minimum:</p> <ul style="list-style-type: none">(a) consists of the apparatus identified in;(b) has the functional capability specified by; and(c) complies with the other requirements of, <p>the Smart Metering Equipment Technical Specification that is applicable at that date.</p>
SMETS	means the Smart Metering Equipment Technical Specification.
SPAA	means the Supply Point Administration Agreement established pursuant to the Gas Supply Licences.
Specimen Accession Agreement	means the specimen form of agreement set out in Schedule 2.
Specimen Bilateral Agreement	means the specimen form of agreement set out in Schedule 3.

Statement of Service Exemptions	means a statement of that name developed by the DCC in accordance with Condition 17 of the DCC Licence.
Sub-Committee	has the meaning given to that expression in Section C6 (Sub-Committees).
Successor Licensee	has the meaning given to that expression in Section M9.2 (Application and Interpretation of Section M9).
Supplier Nominated Agent	has the meaning given to that expression in Section H2.7 (Appointment of Supplier Nominated Agent).
Supplier Party	means a Party that is an Electricity Supplier Party and/or a Gas Supplier Party.
Supply Meter Point Reference Number	has the meaning given to that expression in the UNC.
Supply Number	has the meaning given to that expression in the MRA.
Supply of Energy	means either or both of the supply of gas pursuant to the Gas Act and the supply of electricity pursuant to the Electricity Act (in each case within the meaning that is given to the expression “supply” in the respective Act).
Supply Point	has the meaning given to that expression in the UNC.
System	means a system for generating, sending, receiving, storing, manipulating or otherwise processing electronic communications, including all hardware, software and Data associated therewith.
Transition Objective	has the meaning given to that expression in Section X1 (General Provisions Regarding Transition).

UNC	means the Uniform Network Code established pursuant to the Gas Transporter Licences.
Urgent Proposal	has the meaning given to that expression in Section D4.6 (Urgent Proposals).
User	means a Party that has completed the User Entry Process.
User Entry Process	means the process described in Section H1 (User Entry Process).
User System	means, in respect of each User, the Systems of that User (including, where relevant, those of its Supplier Nominated Agent) used in relation to the Services and/or Smart Metering Systems.
Value at Risk	has the meaning given to that expression in Section J3.3 (User's Value at Risk).
VAT	means VAT, as defined in the Value Added Tax Act 1994, and any tax of a similar nature which may be substituted for or levied in addition to it.
Voting Group	means, in respect of each Party Category, each Party that falls into that Party Category collectively with that Party's Affiliates (if any) who also fall into that Party Category.
Website	means a dedicated website established at the direction of the Panel for the purposes of this Code.

Withdrawal	means, in respect of a Smart Metering System, the act of ending that Smart Metering System’s Enrolment in accordance with Section H8 (Withdrawal of Smart Metering Systems), and the words “ Withdraw ” and “ Withdrawn ” shall be interpreted accordingly.
Working Day	means any day other than a Saturday, a Sunday, Christmas Day, Good Friday, or a day that is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971.
Working Group	has the meaning given to that expression in Section D6.2 (Establishment of a Working Group).

A2 INTERPRETATION

A2.1 In this Code, unless the context otherwise requires, any reference to:

- (a) a “person” includes a reference to an individual, a body corporate, an association, a partnership or a Competent Authority;
- (b) the singular includes the plural, and vice versa;
- (c) a gender includes every gender;
- (d) a Section or Schedule is a reference (respectively) to the section of, or schedule to, this Code which bears the relevant letter, number or letter and number;
- (e) a numbered Paragraph is a reference to the paragraph of the Schedule in which such reference occurs;
- (f) a numbered Condition (with or without a letter) is a reference to the licence condition bearing that number (and, where relevant, letter) in the Energy Licence indicated (and, save in the case of the DCC Licence, is a reference to the standard licence conditions of that Energy Licence);
- (g) writing (or similar) includes all methods of reproducing words in a legible and non-transitory form (including email);
- (h) a day, week or month is a reference (respectively) to a calendar day, a week starting on a Monday, or a calendar month;
- (i) a time is a reference to that time in the UK;
- (j) any statute or statutory provision includes any subordinate legislation made under it, any provision which it has modified or re-enacted, and any provision which subsequently supersedes or re-enacts it (with or without modification);
- (k) an agreement, code, licence or other document is to such agreement, code, licence or other document as amended, supplemented, novated or replaced from time to time;
- (l) a Party shall include reference to that Party’s respective successors, (in the

case of the DCC) to the person to whom the DCC may novate its rights and obligations pursuant to Section M9 (Transfer of DCC Licence), and (as the context permits) reference to the respective persons to whom that Party may sub-contract or otherwise delegate its rights and/or obligations under this Code in accordance with Section M11.8 and M11.9 (which shall include, in the case of the DCC, reference to the DCC Service Providers);

- (m) a Competent Authority or other public organisation includes a reference to its successors, or to any organisation to which some or all of its functions and responsibilities have been transferred; and
- (n) an expression that is stated to have the meaning given to it in an Energy Licence (other than the DCC Licence) is a reference to that expression as defined in the standard licence conditions for the Energy Licence indicated.

A2.2 The headings in this Code are for ease of reference only and shall not affect its interpretation.

A2.3 In this Code, the words preceding “include”, “including” or “in particular” are to be construed without limitation to the generality of the words following those expressions.

A2.4 The language of this Code is English. All notices and other communications sent between any of the Parties, the Panel, SECCo, the Code Administrator and the Secretariat shall be in English.

A2.5 In the event of any conflict between the provisions of this Code, the following order of precedence shall apply:

- (a) the Sections, as among which Section X (Transition) shall take precedence; then
- (b) the Schedules; then
- (c) the SEC Subsidiary Documents.