

**SECTION 2D – ELECTRICITY SUPPLIER TO GAS SUPPLIER
RELATIONSHIPS**

SCOPE OF SECTION 2D

This Section 2D and the Schedules referred to in it set out the terms and conditions pursuant to which a Supplier Party shall allow a Gas Supplier Party to undertake Permitted Third Party Metering Works, and thereafter to maintain any Smart Metering Comms Hub Devices installed pursuant to those works.

52G. INTERPRETATION OF SECTION 2D

Party Obligations

52G.1 In this Section 2D, in the Schedules when applied pursuant to this Section 2D, and in the terms defined in Clause 1 when used in this Section 2D or those Schedules, a reference to an **Electricity Supplier** is:

52G.1.1 a reference to each Party that is a Supplier Party separately and individually and, where an obligation is imposed on, or a right is granted to, an Electricity Supplier, that obligation is imposed on, and that right is granted to, each such Party separately and independently; and

52G.1.2 when made in relation to a Gas Supplier and any period of time, a reference to the Supplier Party who is (or was), during that period, Registered in respect of the Metering Point which is a Third Party Metering Point for the Gas Supplier, because either (a) that Metering Point relates to a Premises for which the Gas Supplier is (or was) the Responsible Gas Supplier during that period, or (b) that Metering Point has Proximate Metering Equipment with the Metering Point referred to in limb (a).

52G.2 In this Section 2D, in the Schedules when applied pursuant to this Section 2D, and in the terms defined in Clause 1 when used in this Section 2D or those Schedules, a reference to a **Gas Supplier** is:

52G.2.1 a reference to each Party that is a Gas Supplier Party separately and individually and, where an obligation is imposed on, or a right is granted to, a Gas Supplier, that obligation is imposed on, and that right is granted to, each such Party separately and independently; and

52G.2.2 when made in relation to an Electricity Supplier and any period of time, a reference to the Gas Supplier Party who is (or was), during that period, the Responsible Gas Supplier for either: (a) a Premises in respect of which the Electricity Supplier is (or was) Registered during that period; or (b) a Premises which has Proximate Metering Equipment with a Metering Point in

respect of which the Electricity Supplier is (or was) Registered during that period.

52G.3 This Section 2D, and the Schedules when applied pursuant to it, shall:

52G.3.1 only create rights and obligations between Supplier Parties (on the one hand) and Gas Supplier Parties (on the other), and shall not create rights or obligations between Supplier Parties and other Supplier Parties or between Gas Supplier Parties and other Gas Supplier Parties; and

52G.3.2 not apply to the OTSO Party or to DNO/IDNO Parties.

References in Relation to Electricity Suppliers and Gas Suppliers

52G.4 In this Section 2D, in the Schedules when applied pursuant to this Section 2D, and in the terms defined in Clause 1 when used in this Section 2D or those Schedules, unless the context otherwise requires, references to:

52G.4.1 an Exit Point or Entry Point are, when made in relation to an Electricity Supplier and any period of time, references to an Exit Point or Entry Point relating to a Metering Point for which that Electricity Supplier is (or was) Registered during that period;

52G.4.2 a Premises are, when made in relation to a Gas Supplier and any period of time, references to a Premises for which the Gas Supplier is (or was) the Responsible Gas Supplier during that period of time;

52G.4.3 a Connectee, Connected Installation, Contract, Premises or Smart Metering Comms Hub Device, are (when made in relation to an Electricity Supplier and any period of time) references to a Connectee, Connected Installation, Contract, Premises or Smart Metering Comms Hub Device relating to a Metering Point for which that Electricity Supplier is (or was) Registered during that period;

52G.4.4 a Connectee, Connected Installation, Contract, Exit Point, Entry Point, Metering Point or Smart Metering Comms Hub Device, are (when made in relation to a Gas Supplier and any period of time) references to a Connectee,

Connected Installation, Contract, Exit Point, Entry Point, Metering Point or Smart Metering Comms Hub Device relating to a Premises for which the Gas Supplier was the Responsible Gas Supplier during that period of time; or

52G.4.5 a Distribution System or Company, are respectively (when made in relation to an Exit Point or Entry Point) references to the Distribution System associated with that Exit Point or Entry Point or to the DNO/IDNO Party that operates that Distribution System.

Application Limited to Whole Current Metering

52G.5 This Section 2D shall only apply to Exit Points or Entry Points for which the import or export of electricity is metered directly by putting the full electrical current through the meter (known as ‘whole current metering’).

52H. DE-ENERGISATION AND RE-ENERGISATION WORKS

Requirements for those undertaking Works

52H.1 Any and all Permitted Third Party Metering Works, De-energisation Works and Re-energisation Works carried out by or on behalf of the Gas Supplier pursuant to this Clause 52H shall only be carried out by a person working on behalf of a Gas Meter Asset Manager engaged by the Gas Supplier.

Good Industry Practice

52H.2 The Electricity Supplier and the Gas Supplier shall each act in accordance with Good Industry Practice when carrying out, or procuring the carrying out of, any and all works pursuant to this Clause 52H. Without limitation, the Gas Supplier shall notify a Customer before undertaking any Permitted Third Party Metering Works in respect of the Customer's Metering Point where that Metering Point is a Proximate Metering Point to a Metering Point serving the Premises for which the Gas Supplier is the Responsible Gas Supplier.

Works Undertaken by the Gas Supplier

52H.3 If the Gas Supplier wishes at any time to undertake Permitted Third Party Metering Works in respect of a Third Party Metering Point, then the Gas Supplier may (to the extent reasonably required in order to do so, and with no prior notice to the Electricity Supplier) De-energise the Exit Point and/or Entry Point to which the Third Party Metering Point relates in order to do so; provided that the Gas Supplier Re-energises that Exit Point and/or Entry Point as soon as reasonably practicable thereafter.

52H.4 If the Gas Supplier resolves to De-energise and/or Re-energise an Exit Point and/or Entry Point pursuant to Clause 52H.3, then the Gas Supplier shall:

52H.4.1 (subject to Clauses 52H.2 and 52I) decide on the extent and nature of the De-energisation Works and Re-energisation Works, and shall undertake such De-energisation Works and Re-energisation Works at its own cost; and

52H.4.2 comply with the Relevant Instruments and the Distribution Code in relation to the De-energisation Works and Re-energisation Works.

Electricity Supplier's Right to De-energise

52H.5 Notwithstanding the right of the Gas Supplier under this Clause 52H to install a Smart Metering Comms Hub Device (and to keep it installed), the Electricity Supplier may, at any time with no prior notice to the Gas Supplier, De-energise any Exit Point and/or Entry Point if:

52H.5.1 the Electricity Supplier is entitled to do so pursuant to the Contract relating to such Exit Point and/or Entry Point; or

52H.5.2 the Electricity Supplier is entitled to do so pursuant to the Relevant Instruments or Section 2A, 2E or 2F.

52H.6 If the Electricity Supplier resolves to De-energise an Exit Point and/or Entry Point pursuant to Clause 52H.5, then:

52H.6.1 (subject to Clauses 52H.2 and 52I) the Electricity Supplier shall decide on the extent and nature of the De-energisation Works required to De-energise the Exit Point and/or Entry Point;

52H.6.2 the Electricity Supplier shall Re-energise the Exit Point and/or Entry Point as soon as is reasonably practicable after the circumstance giving rise to such De-energisation has ended (and shall determine the extent and nature of the Re-energisation Works required to Re-energise the Exit Point and/or Entry Point); and

52H.6.3 there shall be no charge to the Gas Supplier in respect of such De-energisation Works and/or Re-energisation Works.

Other Matters

52H.7 For the avoidance of doubt, the Gas Supplier shall only be entitled to Re-energise an Exit Point and/or Entry Point that has been De-energised by (or on behalf of) the Gas Supplier pursuant to this Agreement.

52H.8 In undertaking De-energisation Works and Re-energisation Works as permitted by this Clause 52H, the Electricity Supplier may reposition the Smart Metering Comms

Hub Device (or any part of it) on the meter board (but may not otherwise alter the position of the Smart Metering Comms Hub Device).

52H.9 In undertaking De-energisation Works and Re-energisation Works pursuant to this Clause 52H, the Gas Supplier may reposition the electricity metering equipment (or any part of it) on the meter board (but may not otherwise alter the position of the electricity metering equipment).

52H.10 Subject to any other agreement between the Gas Supplier and the Electricity Supplier, where the Gas Supplier has no further need for the Smart Metering Comms Hub Device (and there is no reasonable prospect of the Gas Supplier, or any future Gas Supplier, needing to use that Smart Metering Comms Hub Device in the future), then the Gas Supplier shall remove that Smart Metering Comms Hub Device (or, to the extent consistent with Good Industry Practice, render it inoperable in accordance with Good Industry Practice). Where a Smart Metering Comms Hub Device has been rendered inoperable pursuant to this Clause 52H.10, then the Electricity Supplier shall at any time thereafter be entitled to remove and dispose of that Smart Metering Comms Hub Device.

Non-Interference

52H.11 The Electricity Supplier consents to the Gas Supplier (and its Gas Meter Asset Manager when acting in its capacity as such) interfering with the electricity metering equipment at the Premises to the extent it is necessary to do so in exercising the Gas Supplier's rights or complying with its obligations under this Clause 52H or Clause 52I. The Gas Supplier shall not (and shall ensure that its Gas Meter Asset Manager when acting in its capacity as such shall not) otherwise interfere with the electricity metering equipment at the Premises (subject to any contrary agreement between the Gas Supplier and the Electricity Supplier).

52H.12 Notwithstanding the consent given by the Electricity Supplier under Clause 52H.11, the Gas Supplier shall indemnify the Electricity Supplier against all actions, proceedings, costs, demands, claims, expenses, liability, loss or damage arising:

52H.12.1 directly from physical damage to the property of any person caused by the Gas Supplier's Gas Meter Asset Manager in exercising the Gas Supplier's

rights under this Clause 52H (but excluding liability for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill, and subject to a cap of £1 million per incident or series of related incidents); and/or

52H.12.2 directly or indirectly from any claim by the owner of the electricity metering equipment at the Premises or by the Electricity Supplier's Meter Operator Agent that the Electricity Supplier is in breach of its contracts with such persons in providing consent under Clause 52H.11 (but only to the extent such contracts were entered into prior to 1 October 2013, and subject to a cap of £1 million per contract).

52H.13 The Gas Supplier shall ensure that the Electricity Supplier is entitled to interfere with the Smart Metering Comms Hub to the extent it is necessary to do so in exercising the Electricity Supplier's rights or complying with its obligations under this Clause 52H or Clause 52I. The Electricity Supplier shall not otherwise interfere with the Smart Metering Comms Hub (subject to any contrary agreement between the Gas Supplier and the Electricity Supplier).

52H.14 For the purposes of Clause 53.4, the Electricity Supplier and the Gas Supplier agree that matters relating to Smart Metering Comms Hub Devices that are not the subject of express rights and obligations under this Section 2D (including the standard to which such devices are to be maintained) are outside of the subject matter of this Agreement (and neither the Electricity Supplier nor the Gas Supplier waive their rights or remedies under Clause 53.4 in respect of the same).

52I. METER OPERATION CODE OF PRACTICE AGREEMENT

- 52I.1 The Gas Supplier shall procure that the Gas Meter Asset Manager which carries out Permitted Third Party Metering Works, De-energisation Works and/or Re-energisation Works pursuant to Clause 52H shall be party to the Meter Operation Code of Practice Agreement, and shall comply with the Meter Operation Code of Practice Agreement in relation to those works.
- 52I.2 The Electricity Supplier shall procure that the Meter Operator Agent appointed for each Metering Point supplied by the Electricity Supplier shall be party to the Meter Operation Code of Practice Agreement, and shall comply with the Meter Operation Code of Practice Agreement in relation to that Metering Point.

52J. PROVISION OF INFORMATION

Danger, Damage or Interference

52J.1 The Gas Supplier shall (and shall ensure that its contractors and agents shall) in a prompt and appropriate manner having regard to the nature of the incident, inform the Electricity Supplier where the Gas Supplier has (or in the case of the Gas Supplier's contractors and agents, such contractors and agents have) reason to believe that:

52J.1.1 the flow of electricity through the Exit Point has been interrupted (and remains interrupted);

52J.1.2 there has been interference with any electricity metering equipment at a Premises that has prevented such metering equipment from correctly registering the quantity of electricity supplied; and/or

52J.1.3 the electricity metering equipment at the Premises otherwise presents a danger,

unless the Gas Supplier believes that the Electricity Supplier has caused such circumstance to arise.

52J.2 The Electricity Supplier shall (and shall ensure that its contractors and agents shall) in a prompt and appropriate manner having regard to the nature of the incident, inform the Gas Supplier where the Electricity Supplier has (or in the case of the Electricity Supplier's contractors and agents, such contractors and agents have) reason to believe that there has been damage to or interference with the Smart Metering Comms Hub Device (unless the Electricity Supplier believes that the damage or interference was caused by the Gas Supplier), or that the Smart Metering Comms Hub Device otherwise presents a danger.

52J.3 For the purposes of giving notice under Clause 52J.1 or 52J.2, the Gas Supplier or the Electricity Supplier (as applicable) shall use its reasonable endeavours to establish the identity of the Electricity Supplier or Gas Supplier (as applicable) to whom notice should be given. Where the Gas Supplier or the Electricity Supplier (as applicable) is unable to establish the identity of the person to whom notice should be given, it shall give such notice to the United Kingdom Revenue Protection Association.

52K. CONFIDENTIALITY RESTRICTIONS ON THE GAS SUPPLIER

Confidential Information

52K.1 In this Clause 52K, Confidential Information means:

52K.1.1 any information (whether in writing, in disc or electronic form, or otherwise) which has been properly disclosed by the Electricity Supplier under this Agreement but which would usually be considered to be confidential; and

52K.1.2 any information which is marked as confidential or which is provided together with a covering letter or fax indicating its confidential nature,

and, to the extent that any Affiliate or Related Undertaking of the Gas Supplier is in possession of Confidential Information, the Gas Supplier shall procure that such Affiliate or Related Undertaking observes the restrictions in Clauses 52K.2 to 52K.4 (inclusive) as if in each such Clause there was substituted for the Gas Supplier the name of the Affiliate or Related Undertaking.

Restrictions on Use and Disclosure

52K.2 The Gas Supplier hereby undertakes to the Electricity Supplier that it will preserve the confidentiality of, and not directly or indirectly reveal, report, publish, disclose or transfer or use for its own purposes, Confidential Information except:

52K.2.1 in the circumstances set out in Clause 52K.3;

52K.2.2 to the extent otherwise required or expressly permitted by this Agreement or any other agreement entered into between the Electricity Supplier and the Gas Supplier; or

52K.2.3 with the prior consent in writing of the Electricity Supplier.

52K.3 The circumstances set out in this Clause 52K.3 are:

52K.3.1 where the Confidential Information, before it is furnished to the Gas Supplier, is in the public domain;

52K.3.2 where the Confidential Information:

- (A) is acquired by the Gas Supplier in circumstances in which this Clause 52K does not apply;
- (B) is acquired by the Gas Supplier in circumstances in which this Clause 52K does apply and thereafter ceases to be subject to the restrictions imposed by this Clause 52K; or
- (C) (after it is furnished to the Gas Supplier) enters the public domain, otherwise (in any such case) than as a result of (i) a breach by the Gas Supplier of its obligations in this Clause 52K; or (ii) a breach by the person who disclosed that Confidential Information of that person's confidentiality obligation, and the Gas Supplier is aware of such breach;

52K.3.3 if the Gas Supplier is required or permitted to make disclosure of the Confidential Information to any person:

- (A) in compliance with any requirement of a Competent Authority;
- (B) in compliance with the provisions of any Relevant Instrument;
- (C) in compliance with any other law or regulation;
- (D) in response to a requirement of any Stock Exchange or the Panel on Takeovers and Mergers or any other regulatory authority (whether or not similar to those bodies); or
- (E) pursuant to the rules of the Electricity Arbitration Association or pursuant to any judicial or arbitral process or tribunal of competent jurisdiction; or

52K.3.4 the disclosure of Confidential Information to any Affiliate or Related Undertaking of the Gas Supplier, to the employees, directors, agents, consultants and professional advisers of the Gas Supplier or any Affiliate or Related Undertaking of the Gas Supplier, in each case on the basis set out in Clause 52K.4.

52K.4 The Gas Supplier shall take all reasonable steps to ensure that any such person as is referred to in Clause 52K.3.4 to whom the Gas Supplier discloses Confidential Information does not use that Confidential Information for any purpose other than that for which it is provided and does not disclose that Confidential Information otherwise than in accordance with this Clause 52K.

Other Matters

52K.5 Not Used.

52L. CONFIDENTIALITY RESTRICTIONS ON THE ELECTRICITY SUPPLIER

Confidential Information

52L.1 In this Clause 52L, Confidential Information means:

52L.1.1 any information (whether in writing, in disc or electronic form, or otherwise) which has been properly disclosed by the Gas Supplier under this Agreement but which would usually be considered to be confidential; and

52L.1.2 any information which is marked as confidential or which is provided together with a covering letter or fax indicating its confidential nature,

and, to the extent that any Affiliate or Related Undertaking of the Electricity Supplier is in possession of Confidential Information, the Electricity Supplier shall procure that such Affiliate or Related Undertaking observes the restrictions in Clauses 52L.2 to 52L.4 (inclusive) as if in each such Clause there was substituted for the Electricity Supplier the name of the Affiliate or Related Undertaking.

Restrictions on Use and Disclosure

52L.2 The Electricity Supplier hereby undertakes to the Gas Supplier that it will preserve the confidentiality of, and not directly or indirectly reveal, report, publish, disclose or transfer or use for its own purposes, Confidential Information except:

52L.2.1 in the circumstances set out in Clause 52L.3;

52L.2.2 to the extent otherwise required or expressly permitted by this Agreement or any other agreement entered into between the Electricity Supplier and the Gas Supplier; or

52L.2.3 with the prior consent in writing of the Gas Supplier.

52L.3 The circumstances set out in this Clause 52L.3 are:

52K.3.1 where the Confidential Information, before it is furnished to the Electricity Supplier, is in the public domain;

52L.3.2 where the Confidential Information:

- (A) is acquired by the Electricity Supplier in circumstances in which this Clause 52L does not apply;
- (B) is acquired by the Electricity Supplier in circumstances in which this Clause 52L does apply and thereafter ceases to be subject to the restrictions imposed by this Clause 52L; or
- (C) (after it is furnished to the Electricity Supplier) enters the public domain,

otherwise (in any such case) than as a result of (i) a breach by the Electricity Supplier of its obligations in this Clause 52L; or (ii) a breach by the person who disclosed that Confidential Information of that person's confidentiality obligation, and the Electricity Supplier is aware of such breach;

52L.3.3 if the Electricity Supplier is required or permitted to make disclosure of the Confidential Information to any person:

- (A) in compliance with any requirement of a Competent Authority;
- (B) in compliance with the provisions of any Relevant Instrument;
- (C) in compliance with any other law or regulation;
- (D) in response to a requirement of any Stock Exchange or the Panel on Takeovers and Mergers or any other regulatory authority (whether or not similar to those bodies); or
- (E) pursuant to the rules of the Electricity Arbitration Association or pursuant to any judicial or arbitral process or tribunal of competent jurisdiction; or

52L.3.4 the disclosure of Confidential Information to any Affiliate or Related Undertaking of the Electricity Supplier, to the employees, directors, agents, consultants and professional advisers of the Electricity Supplier or any

Affiliate or Related Undertaking of the Electricity Supplier, in each case on the basis set out in Clause 52L.4.

52L.4 The Electricity Supplier shall take all reasonable steps to ensure that any such person as is referred to in Clause 52L.3.4 to whom the Electricity Supplier discloses Confidential Information does not use that Confidential Information for any purpose other than that for which it is provided and does not disclose that Confidential Information otherwise than in accordance with this Clause 52L.

Other Matters

52L.5 Not Used.