

**SECTION 1  
GOVERNANCE AND CHANGE CONTROL**

**SECTION 1A – PRELIMINARY**

## **1. DEFINITIONS AND INTERPRETATION**

### **Definitions**

1.1 In this Agreement, 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:

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| <b>Accession Agreement</b>                             | means the agreement by which DCUSA Ltd and each Party agreed to be bound by this Agreement.  |
| <b>Act</b>   | means the Electricity Act 1989.  |
| <b>Affected Party</b>                                  | has the meaning given to that term in Clause 55.1.   |
| <b>Affiliate</b>                                       | 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.  |
| <b>Agency for the Cooperation of Energy Regulators</b> | means the agency of that name established under Regulation 2009/713/EC of the European Parliament and of the Council of 13 July 2009 as construed as reference to and read in accordance with the correlation table in Annex II of Regulation 2019/942/EU establishing a European Union Agency for the Cooperation of Energy Regulators (recast), and as it had effect immediately before IP Completion Day. |
| <b>Agreement</b>                                       | means this Distribution Connection and Use of System Agreement (including its Schedules and Annexes), and is to be construed as including the Accession Agreements.  |

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| <b>Alternate</b>                 | means an individual selected in accordance with Clause 6 to act as a Panel Member in certain circumstances (as further described in Clause 6).   |
| <b>Annual Iteration Process</b>  | has the meaning given to that term in the charge restriction conditions in the Distribution Licences.  |
| <b>Annual Review Pack or ARP</b> | has the meaning given to that term in Paragraph 1.1 of Schedule 20.  |
| <b>Applicant</b>                 | has the meaning given to that term in Clause 4.1.  |
| <b>Application Form</b>          | has the meaning given to that term in Clause 4.3.  |
| <b>Approved Budget</b>           | has the meaning given to that term in Clause 8.5.  |
| <b>Approved Contractor</b>       | has the meaning given to that term in Schedule 5.  |
| <b>Assessment Process</b>        | has the meaning given to that term in Clause 11.1.   |
| <b>Authority Change Proposal</b> | means modifications proposed to this Agreement: <ul style="list-style-type: none"> <li>(a) where the Authority reasonably considers the modifications are necessary to comply with or implement the EU Internal Market Regulation and/or any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators; and/or</li> <li>(b) in respect of a Significant Code Review (including where the Authority has issued a statement in accordance with Condition 22.9E(bb) of the Distribution Licences and/or a "back-stop" direction in accordance with Condition 22.9ED of the Distribution Licences).</li> </ul> |

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| <b>Authority-Led Change Proposal</b>        | means an Authority Change Proposal in respect of which the Authority considers that there has been sufficient consultation outside of the processes set out in this Agreement such that it is unnecessary to submit the proposal to the Definition Procedure. |
| <b>Authority</b>                            | means the Gas and Electricity Markets Authority as established under Section 1 of the Utilities Act 2000.   |
| <b>Balancing and Settlement Code or BSC</b> | means the Balancing and Settlement Code, including all Code Subsidiary Documents (as therein defined), established pursuant to the National Electricity Transmission System Operator Licence.   |
| <b>Basic Vote</b>                           | has the meaning given to that term in Clause 12.10.   |
| <b>Bespoke Connection Terms</b>             | means any terms imposed or agreed by the DNO/IDNO Party in respect of the connection of a Connected Installation to the Distribution System which differ from the terms set out in Schedule 2B (National Terms of Connection).                                |

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| <b>Bilateral Connection Agreement</b> | means an agreement entered into pursuant to Clause 38.1 which, unless agreed otherwise by the Company and the User, is substantially in the form set out in Schedule 13, and which together with this Agreement shall: <ul style="list-style-type: none"><li>(a) govern the terms under which a User's System shall be entitled to be Connected and remain Connected to the Company's Distribution System at each relevant Connection Point; and</li><li>(b) detail the ownership, operational and maintenance responsibilities and procedures in respect of the Connection Equipment at each relevant Connection Point.</li></ul> |
| <b>Breaching Party</b>                | has the meaning given to that term in Clause 54.1.   |
| <b>BSC Party</b>                      | means a Party that has acceded to the BSC (and is therefore bound by the terms of the BSC);  |
| <b>BSC Party Agent</b>                | has the meaning given to the term 'Party Agent' in the BSC.  |
| <b>BSCCo</b>                          | has the meaning given to that term in the BSC.   |
| <b>Category A Situation</b>           | means a situation in which the Company's Electric Lines or Electrical Plant does (or is likely to) pose a danger, including danger of death of or injury to persons and/or danger of damage to or destruction of property.   |

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| <b>Category B Situation</b> | means a situation in which the condition of the Company's Electric Lines or Electrical Plant prevents metering work from being carried out or prevents a meter from being exchanged but where the situation is not a Category A Situation.   |
| <b>Category C Situation</b> | means an issue with the Company's Electric Lines or Electrical Plant that is neither a Category A Situation nor a Category B Situation.  |
| <b>CCCM</b>                 | means the common connection charging methodology set out in Schedule 22 (Common Connection Charging Methodology). As described in that Schedule, the CCCM only comprises part of the connection charging methodology that each DNO Party is obliged to have in force under its Distribution Licence. |
| <b>CDCM</b>                 | means the common distribution charging methodology for determining certain of the Use of System Charges of the DNO Parties that are to be recovered pursuant to Section 2A, Section 2B, and the Relevant Charging Statements, as set out in Schedule 16 (Common Distribution Charging Methodology).  |
| <b>CDCA</b>                 | means the Central Data Collection Agent as defined in the Balancing and Settlement Code.   |
| <b>Change Proposal</b>      | has the meaning given to that term in Clause 10.1.   |
| <b>Change Register</b>      | has the meaning given to that term in Clause 11.25.  |
| <b>Change Report</b>        | has the meaning given to that term in Clause 11.19.  |

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| <b>Charges</b>                              | means, in respect of Section 2A, the Use of System Charges and the Other Charges, and, in respect of Section 2B, those charges referred to in Clause 43.2 (which in the case of Clause 43.2, for the avoidance of doubt, includes both Use of System Charges and Transactional Charges). |
| <b>Charging Methodologies</b>               | means each of the CDCM, the EDCM and the CCCM.   |
| <b>Charging Objectives</b>                  | has the meaning given to that term in Clause 3.2.  |
| <b>Citizens Advice</b>                      | means the National Association of Citizens Advice Bureaux (a company incorporated in England and Wales with company number 1436945).   |
| <b>Citizens Advice Scotland</b>             | means the Scottish Association of Citizens Advice Bureaux (a company incorporated in Scotland with company number SC089892).   |
| <b>CMRS</b>                                 | means the Central Meter Registration Service as defined in the Balancing and Settlement Code.  |
| <b>Code Administration Code of Practice</b> | means the code of that name approved by the Authority as amended and/or re-published with the Authority's approval from time to time.  |

**Company**

has;

- (a) in respect of Section 2A, the meaning given to that term in Clause 15.1;
- (b) in respect of Section 2B, the meaning given to that term in Clause 36.1;
- (c) in respect of Section 2C, the meaning given to that term in Clause 52A.1; and
- (d) in respect of Section 2D, the meaning given to that term in Clause 52G.4.
- (e) in respect of Section 2E, the meaning given to that term in Clause 52M.1; and
- (f) in respect of Section 2F, the meaning given to that term in Clause 52Q.4.

**Competent Authority**

means the Secretary of State, the Authority, and any local 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 insofar as it is acting within the limits of its proper authority.

**Competent Person**

has the meaning given to that term in Schedule 5.



- Connect** means, in respect of Section 2B, to provide Connection Assets in such a way that, subject to Energisation and the terms of this Agreement and the relevant Bilateral Connection Agreement, electricity may flow between the Distribution System of the Company and the System of the User across the Connection Point, or series of related Connection Points (such related Connection Points to be identified in the relevant Bilateral Connection Agreement), and cognate expressions shall be construed accordingly.
- Connection and Use of System Code or CUSC** means the Connection and Use of System Code (and the CUSC Framework Agreement) established pursuant to the National Electricity Transmission System Operator Licence.
- Connectee** means, in respect of:
- (a) Section 2A 2C 2D 2E or 2F and a Customer Installation, the relevant Customer;
  - (b) Section 2A and a Generation Installation, the relevant Generator;
  - (c) Section 2A and a User Installation, the User; and
  - (d) Section 2B, a person whose premises are connected to the Company's Distribution System or a person whose premises are connected to the User's System (as determined in accordance with Clause 36.4).
- Connected Installation** means a Customer Installation, a Generator Installation or a User Installation (as the case may be).

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| <b>Connection Agreement</b>         | means an agreement between a Company and a Connectee which provides that that Connectee has the right for its Connected Installation to be and remain directly or indirectly connected to that Company's Distribution System.   |
| <b>Connection Assets</b>            | means those assets, including the Company's Connection Equipment, that are operated and maintained by the Company, and which are provided for the sole use of Connecting the User's System to the Company's Distribution System.  |
| <b>Connection Equipment</b>         | means any Electrical Plant and/or Electric Line which is provided and installed at the Connection Point for the purposes of providing a connection between the Company's Distribution System and the User's System, as specified in the relevant Bilateral Connection Agreement and (where appropriate) illustrated on the diagram annexed thereto. |
| <b>Connection Point</b>             | means a point at which the Distribution System of the Company Connects to the System of the User via the Connection Equipment, such point being specified in the relevant Bilateral Connection Agreement.   |
| <b>Consolidated Theft Processes</b> | means the processes and procedures governed by this Agreement that are, on Energy Theft Consolidation, to become subject to the Retail Energy Code, as set out in the Theft Arrangements Schedule to the Retail Energy Code.  |
| <b>Consumer Body</b>                | means (as the context requires) either or both of Citizens Advice and/or Citizens Advice Scotland   |
| <b>Contract</b>                     | means a Supply Contract or a Power Purchase Contract.   |

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| <b>Contract Manager</b>         | has the meaning given to that term in Clause 60.5.   |
| <b>Cost Contribution</b>        | has the meaning given to that term in Clause 8.9.  |
| <b>Cover</b>                    | has the meaning given to that term in Schedule 1.  |
| <b>CRA</b>                      | means the Central Registration Agent as defined in the Balancing and Settlement Code.  |
| <b>CUSC Framework Agreement</b> | means the agreement of that name, in the form approved by the Secretary of State, by which the CUSC is made contractually binding between the parties to it.   |
| <b>Customer</b>                 | means: <ul style="list-style-type: none"> <li>(a) in respect of Section 2A, a person to whom a User proposes to supply, or for the time being supplies, electricity through an Exit Point, or from whom a User, or any Relevant Exempt Supplier, is entitled to recover charges, compensation or an account of profits in respect of electricity supplied through an Exit Point; and</li> <li>(b) in respect of Section 2B 2C 2D 2E or 2F, any owner or occupier of premises in Great Britain who is supplied or requires to be supplied with electricity, and includes an electricity supplier when acting on behalf of such a person.</li> </ul> |
| <b>Customer Installation</b>    | means any structures, equipment, lines, appliances or devices used or to be used by a Customer and connected or to be connected directly or indirectly to the Distribution System.   |
| <b>CVA Metering System</b>      | has the meaning given to that term in the BSC.   |

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| <b>CVA Registrant</b>              | <p>means a Party that:</p> <ul style="list-style-type: none"><li>(a) is a BSC Party;</li><li>(b) is registered in respect of a CVA Metering System that is connected directly to a Distribution System; and</li><li>(c) does not hold a Distribution Licence,</li></ul> <p>and, for the avoidance of doubt, a Party may be both a CVA Registrant and a Supplier Party.</p> |
| <b>Daily Statement</b>             | <p>means a statement based on the Supercustomer DUoS Report and providing the data items set out in Data Transfer Catalogue D0242 as amended from time to time in accordance with the provisions of the Master Registration Agreement.</p>   |
| <b>Data Aggregator</b>             | <p>has the meaning given to that term in the Balancing and Settlement Code.</p>  |
| <b>Data Collector</b>              | <p>has the meaning given to that term in the Balancing and Settlement Code.</p>  |
| <b>Data Protection Legislation</b> | <p>means the Data Protection Act 1998; the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which is known as the General Data Protection Regulation, and any other applicable legislation governing the processing of personal data as adopted by the UK Government.</p> |
| <b>Data Services</b>               | <p>has the meaning given to that term in the Distribution Licences.</p>  |

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| <b>Data Transfer Catalogue</b>         | means the catalogue of data flows, data definitions and data formats established under the Master Registration Agreement.  |
| <b>Data Transfer Network</b>           | means the electronic network provided as part of the Data Transfer Service.  |
| <b>Data Transfer Service</b>           | has the meaning given to that term in the Distribution Licences.   |
| <b>Data Transfer Service Agreement</b> | means the agreement for the provision of the Data Transfer Service dated 30 July 1997.   |
| <b>DCMDG Issue Form</b>                | means a form, established by the Panel and published on the Website, to be used by any person wishing to submit an issue relating to the operation of the Use of System Charging Methodologies to the DCMDG.                       |
| <b>DCUSA Issue Form or DIF</b>         | means a form, established by the Panel and published on the Website, to be used by any person identified in Clause 10.2 wishing to submit an issue relating to the operation of this Agreement to the DCUSA Standing Issues Group. |
| <b>DCUSA Late Payment Notice</b>       | has the meaning given to that term in Clause 8.11A.  |
| <b>DCUSA Ltd</b>                       | means DCUSA Limited, a company incorporated in England and Wales with registered number 5812381.   |
| <b>DCUSA Objectives</b>                | means, in respect of the Charging Methodologies only, the Charging Objectives and, in all other cases, the General Objectives.   |
| <b>DCUSA Payment Default</b>           | has the meaning given to that term in Clause 8.11B.  |

**DCUSA Standing Issues Group or SIG** means a Working Group representing a cross-section of industry participants brought together to consider solutions to operational issues (including those submitted by way of DCUSA Issue Forms).

**De-energise**

means:

- (a) in respect of Section 2A, 2C 2D 2E or 2F, deliberately to prevent the flow of electricity until Re-energised or Disconnected:
  - (i) in the case of an Exit Point, from the Distribution System through the relevant Exit Point (or, in the case of an Unmetered Supply, any one or more of the relevant Exit Points) to; and/or
  - (ii) in the case of an Entry Point, via the Distribution System through the relevant Entry Point (or, in the case of an Unmetered Supply, any one or more of the relevant Entry Points) from, a Connected Installation, for any purpose other than a System Outage on the Company's Distribution System (and cognate expressions shall be construed accordingly); and
- (b) in respect of Section 2B, deliberately to prevent the flow of electricity through a Connection Point for any purpose other than a System Outage on the Company's Distribution System until Re-energised or Disconnected (and cognate expressions shall be construed accordingly).

- De-energisation Works** means:
- (a) the movement of any switch,
  - (b) the removal of any fuse or meter; or
  - (c) the taking of any other physical works,
- to De-energise a Connection Point, Metering Point or Metering System.
- Definition Procedure** has the meaning given to that term in Clause 11.14.
- Default Interest Rate** means 8% above the base lending rate of Barclays Bank plc.
- De-register** means:
- (a) in relation to a Metering Point, to change the status of the Supply Number relating to that Metering Point within MPAS so as to prevent any further registrations (as defined by the Master Registration Agreement) in respect of that Supply Number (and De-registered shall be construed accordingly, and De-registration Notice shall be construed as a notice issued by the Company to De-register); and
  - (b) in relation to a Metering System, to De-register that Metering System in accordance with the provisions of the Balancing and Settlement Code.

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| <b>Directive</b>  | includes any present or future directive, requirement, instruction, direction or rule of any Competent Authority (but only, if not having the force of law, if compliance with the Directive is in accordance with the general practice of persons to whom the Directive is addressed) and includes any modification, extension or replacement thereof then in force. |
| <b>Disconnect</b>   | means to permanently disconnect a Connection Point, Metering Point or Metering System in accordance with Section 17 of the Act (and cognate expressions shall be construed accordingly).  |
| <b>Distribution Business</b>  | has, in respect of each DNO Party or IDNO Party, the meaning given to that term in that Party's Distribution Licence.   |
| <b>Distribution Charging Methodologies Development Group or DCMDG</b> | means a Working Group representing a cross-section of industry participants brought together to consider solutions to issues arising out of the Use of System Charging Methodologies (including those submitted by way of DCMDG Issue Forms).   |
| <b>Distribution Code</b>  | has, in respect of each DNO Party or IDNO Party, the meaning given to that term in that Party's Distribution Licence.   |
| <b>Distribution Licence</b>   | means a licence granted, or treated as granted, pursuant to Section 6(1)(c) of the Act.   |
| <b>Distribution Network</b>   | means, collectively, the Distribution Systems of the DNO Parties and the IDNO Parties.  |
| <b>Distribution Services Area</b>                                     | means, in respect of each DNO Party, the area specified in respect of that Party pursuant to its Distribution Licence.  |



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| <b>Distribution System</b> | has the meaning given to that term in the Distribution Licences, and means: <ul style="list-style-type: none"><li>(a) in respect of each DNO Party or IDNO Party, that Party's Distribution System; and</li><li>(b) in Section 2A (unless the context otherwise requires), the Company's Distribution System.</li></ul> |
| <b>Domestic Premises</b>   | means premises at which a supply of electricity is taken wholly or mainly for domestic purposes.  |
| <b>Draft Budget</b>        | has the meaning given to that term in Clause 8.2.   |
| <b>DNO Party</b>           | means a Party that holds a Distribution Licence in which Section B of the standard distribution licence conditions has effect, whether or not that Party is also engaged in the supply or generation of electricity.  |
| <b>DNO/IDNO Party</b>      | means a DNO Party or an IDNO Party (and DNO/IDNO Parties shall mean the DNO Parties and the IDNO Parties collectively).   |
| <b>DNO/IDNO/OTSO Party</b> | means a DNO Party, an IDNO Party or the OTSO Party (and DNO/IDNO/OTSO Parties shall mean the DNO Parties, the IDNO Parties and the OTSO Party collectively).  |
| <b>DSR Contract</b>        | means, for each DNO/IDNO Party, a contract for the provision of a commercial service whereby the amount or pattern of electricity imported from the Distribution System is altered in response to the DNO/IDNO Party's instructions.  |

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| <b>EDCM</b>                                     | means the EHV distribution charging methodology for determining certain of the Use of System Charges of the DNO Parties that are to be recovered pursuant to Section 2A, Section 2B, and the Relevant Charging Statements, as set out: <ul style="list-style-type: none"> <li>(a) in Schedule 17 (EHV Distribution Charging Methodology A) in respect of those DNO Parties that are named in that Schedule; and</li> <li>(b) in Schedule 18 (EHV Distribution Charging Methodology B) in respect of those DNO Parties that are named in that Schedule.</li> </ul> |
| <b>ED1 Price Control<br/>Financial Handbook</b> | has the meaning given to that term in the charge restriction conditions in the Distribution Licences.   |
| <b>EDNO</b>                                     | means, in respect of the Company where it is a DNO Party, any IDNO Party (or DNO Party acting outside of that DNO Party's Distribution Services Area) which has a Distribution System embedded within one of the Company's GSP Groups (as defined in the BSC).  |
| <b>EDNO UMS Charges</b>                         | means an Unmetered Supplies Operator (as defined in the BSC), including where a DNO Party has been appointed to such role by an EDNO pursuant to Clause 42.14.  |
| <b>EHV</b>                                      | means extra-high voltage, being a nominal voltage of more than 22,000 volts.  |

**Electric Line**

means any line which is used for carrying electricity to or from a Connection Point, Entry Point or Exit Point and includes, unless the context otherwise requires:

- (a) any support for such line, that is to say, any structure, pole or other thing in, on, by or from which any such line is or may be supported, carried or suspended;
- (b) any apparatus connected to such line for the purpose of carrying electricity; and
- (c) any wire, cable, tube, pipe or other similar thing (including its casing or coating) which surrounds or supports, or is surrounded or supported by, or is installed in close proximity to, or is supported, carried or suspended in association with, any such line.

**Electrical Plant**

means any plant, equipment, apparatus or appliance used for or for purposes connected with the distribution of electricity (including any metering equipment) other than an Electric Line.

**Electricity Supplier**

- (a) in respect of Section 2C and any Smart Metering Comms Hub Device, means the Supplier Party that is Registered from time to time for the Metering Point associated with the Premises to which that Smart Metering Comms Hub Device relates;
- (b) in respect of Section 2D, has the meaning given to that expression in Clause 52G.1; or
- (c) in respect of Section 2F, has the meaning given to that expression in Clause 52Q.1.

**Embedded Capacity Register**

means, for each DNO/IDNO Party, a register of site-specific data items for sites which are connected to the DNO/IDNO Party's Distribution System (or which are the subject of an accepted connection offer to be connected to the Distribution System), and which: (a) have an import capacity of 1 MW or more and are subject to a DSR Contract; and/or (b) have an export capacity of 1 MW or more. The required register format and data items are described in Schedule 31 (Embedded Capacity Register).

**Enabling Agreement**

means an agreement for the provision of Exempt Supply Services.

**Energise**

means:

- (a) in respect of Section 2A, deliberately to allow the flow of electricity:
  - (i) in the case of an Exit Point, from the Distribution System through the relevant Exit Point (or, in the case of an Unmetered Supply, any one or more of the relevant Exit Points) to; and/or
  - (ii) in the case of an Entry Point, via the Distribution System through the relevant Entry Point (or, in the case of an Unmetered Supply, one or more of the relevant Entry Points) from, a Connected Installation, where such a flow of electricity has never previously existed (and cognate expressions shall be construed accordingly);
- (b) in respect of Section 2B, deliberately to allow the flow of electricity through a Connection Point where such a flow of electricity has never previously existed (and cognate expressions shall be construed accordingly).

**Energisation Works**

means the movement of any switch or the addition of any fuse or meter to Energise a Connection Point, Metering Point or Metering System.

**Energy Theft Consolidation**

has the meaning given in the Retail Energy Code.

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| <b>Energy Theft Tip-Off Service</b>  | means a service by which members of the public can report instances (or potential instances) of energy theft (including Theft of Electricity), which service is, from Energy Theft Consolidation, being moved from this Agreement to the Retail Energy Code.                     |
| <b>Entry Point</b>                   | has the meaning given to that term in the Distribution Licences.   |
| <b>Equivalent Meter</b>              | means an equivalent half-hourly meter as defined by the Unmetered Supplies Procedure.  |
| <b>ESPR</b>                          | means the Electricity (Standards of Performance) Regulations 2015 (SI 2015/699).   |
| <b>EU Internal Market Regulation</b> | means Regulation (EU) 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity (recast) as it has effect immediately before IP Completion Day as read with the modifications set out in the SI 2020/1006.                    |
| <b>Event of Default</b>              | has the meaning given to that term in Clause 54.1.   |
| <b>Exempt Supplier</b>               | means a person who is authorised to supply electricity by an exemption granted under Section 5 of the Act.   |
| <b>Exempt Supply Services</b>        | means services, provided by a Supplier Party to an Exempt Supplier, pursuant to which the Supplier Party becomes Registered in respect of one or more Metering Points and Metering Systems that relate to premises supplied, or required to be supplied, by the Exempt Supplier. |
| <b>Exit Point</b>                    | has the meaning given to that term in the Distribution Licences.   |

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| <b>Extra-Settlement Determination</b> | has the meaning given to that term in the Balancing and Settlement Code.  |
| <b>Final Demand Site</b>              | means: (a) Domestic Premises; or (b) a Single Site (as defined in Schedule 32) at which there is Final Demand, as determined in accordance with Paragraphs 1.10 and 5 of Schedule 32. |
| <b>Financial Year</b>                 | means the financial year adopted by DCUSA Ltd from time to time and established, at the date of this Agreement, as 1 April to 31 March.   |

**Force Majeure**

means, in respect of any person, any event or circumstance which is beyond the reasonable control of that person and which results in or causes the failure of that person to perform any of its obligations under this Agreement, including act of God, strike, lockout or other industrial disturbance, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, accumulation of snow or ice, explosion, fault or failure of plant or machinery which (in each case) could not have been prevented by Good Industry Practice; and any governmental restraint, Act of Parliament, other legislation, bylaw and Directive (not being any order, regulation or direction under Section 32, 34 or 35 of the Act), or (in the case of each Company) the failure of any generator or other person to deliver electricity to that Company or any deficiency in such delivery to the extent that such failure or deficiency or the consequences thereof could not have been prevented by Good Industry Practice by the Company: provided that lack of funds shall not be interpreted as a cause beyond a person's reasonable control.

**Gas Meter Asset Manager**

has the meaning given to the expression 'Meter Asset Manager' in condition 1 of the standard conditions applicable to Gas Supply Licences.



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| <b>Gas Supplier</b>           | has: <ul style="list-style-type: none"><li>(a) in respect of Section 2C, the meaning given to that term in Clause 52A.2; and</li><li>(b) in respect of Section 2D, the meaning given to that term in Clause 52G.2.</li></ul>                    |
| <b>Gas Supplier Party</b>     | means a Party that holds a Gas Supply Licence (whether or not that Party is also a Supplier Party and/or a CVA Registrant).   |
| <b>Gas Supply Licence</b>     | means a licence to supply gas granted pursuant to Section 7A of the Gas Act 1986.   |
| <b>Gateway</b>                | has the meaning given to that term in the Data Transfer Service Agreement.  |
| <b>Generation Licence</b>     | means a licence granted, or treated as granted, pursuant to Section 6(1)(a) of the Act.   |
| <b>Generator</b>              | means a person from whom a User purchases, or proposes to purchase, electricity, at an Entry Point (who may from time to time be supplied with electricity as a Customer of that User (or another electricity supplier) through an Exit Point). |
| <b>Generator Installation</b> | means any structure, equipment, lines, appliances or devices used or to be used by a Generator and connected or to be connected directly or indirectly to a Distribution System.  |
| <b>General Objectives</b>     | has the meaning given to that term in Clause 3.1.   |

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| <b>Good Industry Practice</b> | means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances. |
| <b>Green Deal Premises</b>    | has the meaning given to that term in the Distribution Licences.   |
| <b>Green Deal Provider</b>    | means a person who is authorised to act as a green deal provider under the Green Deal Framework (Disclosure, Acknowledgement, Redress etc.) Regulations 2012.  |
| <b>Grid Code</b>              | has the meaning given to that term in the National Electricity Transmission System Operator Licence.   |
| <b>Group</b>                  | means, in respect of each Party Category and subject to Clause 12.3, each Party that is a member of that Party Category collectively with that Party's Affiliates (if any) who are also members of that Party Category.                                  |
| <b>IDNO Party</b>             | means a Party that holds a Distribution Licence in which Section B of the standard distribution licence conditions does not have effect, whether or not that Party is also engaged in the supply or generation of electricity.                           |
| <b>IDNO/OTSO Party</b>        | means an IDNO Party or the OTSO Party (and IDNO/OTSO Parties shall mean the IDNO Parties and the OTSO Party collectively).   |
| <b>Implementation</b>         | has the meaning given to that term in Clause 14.1.   |
| <b>Initial Account</b>        | has the meaning given to that term in Clause 20.3.   |
| <b>Initial Settlement Run</b> | has the meaning given to that term in the Balancing and Settlement Code.   |

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| <b>Intellectual Property</b>              | means patents, registered design rights, unregistered design rights, domain names, copyrights, rights in trade marks whether registered or not, goodwill and rights in confidential information and know-how, and any associated or similar rights (including, in all cases, applications and rights to apply therefor).  |
| <b>Interconnection</b>                    | means, in respect of each relevant Bilateral Connection Agreement, to connect (or permit the connection of) the User's System (or any Electric Lines connected thereto) to: <ul style="list-style-type: none"> <li>(a) the Company's Distribution System, at Connection Points other than those that are the subject of the Bilateral Connection Agreement; or</li> <li>(b) a Distribution System of any person other than the Company, or to an Offshore Transmission System, where (in either case) that system is connected (directly or indirectly) to a source of energy (other than via the Connection Points that are subject to the Bilateral Connection Agreement),</li> </ul> in each case so that (subject to energisation) electricity may flow to or from the User's System. |
| <b>Interested Industry Participant</b>    | has the meaning given to that term in Schedule 14   |
| <b>Interim Information Settlement Run</b> | has the meaning given to that term in the Balancing and Settlement Code.  |

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| <b>Invoice Date</b>                         | means, in respect of each account (including an Initial Account or Reconciliation Account), the date on which that account is produced by a Company pursuant to this Agreement. |
| <b>IP Completion Day</b>                    | has the same meaning as that given in section 39(1) of the European Union (Withdrawal Agreement) Act 2020.  |
| <b>kVA</b>                                  | means kilovoltamperes.  |
| <b>Late Payment Notice</b>                  | has, in respect of Section 2A, the meaning given to that term in Clause 23.2, and, in respect of Section 2B, has the meaning given to that term in Clause 46.2.                 |
| <b>Legacy Meter Asset Provision</b>         | means the provision of Legacy Metering Equipment (as such term is defined in the Distribution Licences).  |
| <b>Licence</b>                              | means a licence granted, or treated as granted, pursuant to Section 6 of the Act.   |
| <b>Market Domain Data</b>                   | has the meaning given to that term in the BSC.  |
| <b>Market Domain I.D.</b>                   | has the meaning given to that term in the Data Transfer Service Agreement.  |
| <b>Master Registration Agreement or MRA</b> | has the meaning given to the term “Master Registration Agreement” in the Distribution Licences.   |

**Maximum Export  
Capacity**

means:

- (a) in respect of Section 2A and any Entry Point, the maximum amount of electricity, as agreed with the Company and expressed in kilowatts or kilovoltamperes, which may be exported onto the Distribution System via that Entry Point; and
- (b) in respect of Section 2B and any Bilateral Connection Agreement, the maximum amount of electricity, as set out in that Bilateral Connection Agreement and expressed in kilowatts or kilovoltamperes, which may be exported onto the Company's Distribution System via the Connection Point or defined group of Connection Points to which that Bilateral Connection Agreement relates.

**Maximum Import  
Capacity**

means:

- (a) in respect of Section 2A and any Exit Point, the maximum amount of electricity, as agreed with the Company and expressed in kilowatts or kilovoltamperes, which may be imported from the Distribution System via that Exit Point; and
- (b) in respect of Section 2B and any Bilateral Connection Agreement, the maximum amount of electricity, as set out in that Bilateral Connection Agreement and expressed in kilowatts or kilovoltamperes, which may be imported from the Company's Distribution System via the Connection Point or defined group of Connection Points to which that Bilateral Connection Agreement relates.

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| <b>Meter Administrator</b>                        | has the meaning given to that term in the Balancing and Settlement Code.   |
| <b>Meter Operation Services Agreement</b>         | means an agreement between the Meter Operator Agent and the User (or, where applicable, the Connectee) for the provision of meter operation services to be provided by the Meter Operator Agent.   |
| <b>Meter Operator Agent</b>                       | has the meaning given to that term in the Balancing and Settlement Code.   |
| <b>Meter Operation Code of Practice Agreement</b> | means the Meter Operation Code of Practice Agreement dated 8 September 1998.   |
| <b>Meter Technical Details</b>                    | has the meaning given to that term in the BSC.   |
| <b>Metering Data</b>                              | means, in respect of a Metering Point or Metering System: <ul style="list-style-type: none"><li>(a) any Meter Technical Details associated with that Metering Point or Metering System; and/or</li><li>(b) data concerning the quantities of active energy and reactive energy (exported or imported) measured, collected or otherwise determined as having been conveyed across that Metering Point or Metering System.</li></ul> |

**Metering Point**

means the point, determined according to the principles and guidance given at Schedule 9 of the Master Registration Agreement, at which a supply to (export) or from (import) a Distribution System:

- (a) is or is intended to be measured; or
- (b) where metering equipment has been removed, was or was intended to be measured; or
- (c) in the case of an Unmetered Supply under the Unmetered Supplies Procedure, is deemed to be measured,

where in each case such measurement is for the purposes of ascertaining a Supplier/CVA Registrant's liabilities under the Balancing and Settlement Code.

**Metering System**

means a metering system registered in CMRS in accordance with the provisions of the BSC, and relating to an Entry Point or an Exit Point.

**Modification**

means any actual or proposed replacement, renovation, modification, alteration or construction:

- (a) by or on behalf of the Company to the Company's Electrical Plant or Electric Lines (or the manner of their operation); or
- (b) by or on behalf of the User (or, in the case of the OTSO Party, the Offshore Transmission Owner) to the User's (or that owner's) Electrical Plant or Electric Lines (or the manner of their operation),

which in either case has, or may have, a material effect on the User (or the User's System) or on the Company (or the Company's Distribution System) respectively.

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| <b>Modification Application</b>                                  | means an application for a Modification in the form set out in the relevant Bilateral Connection Agreement.   |
| <b>Modification Offer</b>  | means an offer made pursuant to Clause 52 and in the form set out in the relevant Bilateral Connection Agreement setting out the terms for a Modification.                          |
| <b>MPAS</b>  | has the meaning given to that term in the Master Registration Agreement.  |
| <b>MPAS Provider</b>   | means a DNO Party or IDNO Party in its capacity as the person who provides the services described in Condition 18 of the Distribution Licences.                                     |
| <b>MPAS Registration System</b>                                  | has the meaning given to that term in the Master Registration Agreement.  |
| <b>MRASCo</b>  | has the meaning given to that term in the Master Registration Agreement.  |
| <b>MPAN</b>  | means the core meter point administration number, a 13-digit reference used in MPAS to identify a Metering Point.   |
| <b>National Electricity Transmission System Operator</b>         | means the holder, from time to time, of the National Electricity Transmission System Operator Licence.  |
| <b>National Electricity Transmission System Operator Licence</b> | means a transmission licence granted, or treated as granted, pursuant to Section 6(1)(b) of the Act and in which section C of the standard transmission licence conditions applies. |
| <b>National Terms of Connection</b>                              | has the meaning given to that term in Clause 17.1.  |



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| <b>Nominated Calculation Agent</b>    | means the independent person notified as such to the IDNO Parties from time to time, such person to be agreed between the DNO Parties (or, in the absence of unanimous agreement, the majority of the DNO Parties) and appointed by the DNO Parties for the purposes of Clauses 42.12 and 42.13 and Schedule 29. |
| <b>Offshore Transmission Owner</b>    | means, in respect of an Offshore Transmission System, the owner of that Offshore Transmission System.  |
| <b>Offshore Transmission System</b>   | has the meaning given to that term in the Grid Code.   |
| <b>Operational Metering Equipment</b> | means metering equipment suitable to provide a Company with such data as it requires for use of system or operational purposes.  |
| <b>Other Charges</b>                  | has the meaning given to that term in Clause 19.2.   |
| <b>OTSO Party</b>                     | means the National Electricity Transmission System Operator in its capacity as the operator of Offshore Transmission Systems.  |
| <b>Panel</b>                          | means the body established as such in accordance with Clause 5.  |
| <b>Panel Member</b>                   | has the meaning given to that term in Clause 5.5.  |
| <b>Panel Objectives</b>               | has the meaning given to that term in Clause 5.2.  |
| <b>Panel Chairman</b>                 | means the person appointed as such in accordance with Clause 7.1.  |
| <b>Panel Secretary</b>                | means the person appointed as such in accordance with Clause 7.5.  |
| <b>Part 1 Matter</b>                  | has the meaning given to that term in Clause 9.4.  |

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| <b>Part 2 Matter</b>             | has the meaning given to that term in Clause 9.5.  |
| <b>Party</b>                     | means a party to this Agreement from time to time, but excluding (except in the case of Clauses 53, 54.1.1, 58 and 60) DCUSA Ltd.  |
| <b>Party Category</b>            | <p>means, as the context requires, one of the following categories:</p> <ul style="list-style-type: none"><li>(a) the DNO Parties collectively;</li><li>(b) the IDNO/OTSO Parties;</li><li>(c) the Supplier Parties collectively;</li><li>(d) the CVA Registrants collectively;</li><li>(e) the Gas Supplier Parties collectively,</li></ul> <p>save that, in determining which Party Categories are eligible to vote on a particular Change Proposal, the IDNO Parties and the OTSO Party may be considered separately, so that the IDNO Parties may be eligible to vote on a Change Proposal and the OTSO Party not (or vice versa).</p> |
| <b>Party Details</b>             | means, in respect of each Party, the information relating to that Party and corresponding to the heads of information set out in Schedule 11.  |
| <b>Party Liable</b>              | has the meaning given to that term in Clause 53.1.   |
| <b>Password Controlled Pages</b> | has the meaning given to that term in Schedule 14.   |

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| <b>Payee</b>           | means, in respect of any Charges payable pursuant to Section 2A, the Party to which those Charges are payable (ordinarily being the Company, but being the User in the case of negative Use of System Charges, as referred to in Clause 19.1C). |
| <b>Payment Default</b> | has, in respect of Section 2A, the meaning given to that term in Clause 23.1, and, in respect of Section 2B, the meaning given to that term in Clause 46.1.   |
| <b>Payor</b>           | means, in respect of any Charges payable pursuant to Section 2A, the Party obliged to pay those Charges (ordinarily being the User, but being the Company in the case of negative Use of System Charges, as referred to in Clause 19.1C).       |
| <b>Permission</b>      | has the meaning given to that term in Schedule 5.   |

**Permitted Third Party  
Metering Works**

means, in respect of a Metering Point, works by (or on behalf of) a Third Party Electricity Supplier or a Gas Supplier in respect of that Metering Point (being the Third Party Metering Point for the Third Party Electricity Supplier or Gas Supplier) where and to the extent that such works are reasonably necessary in relation to statutory or licence duties concerning (as applicable) (i) a Metering Point for which the Third Party Electricity Supplier is Registered or (ii) a Premises for which the Gas Supplier is the Responsible Gas Supplier; provided that those works shall be limited to one or more of the following:

- (a) minimal repositioning of the metering equipment relating to the Third Party Metering Point within a communal metering equipment space;
- (b) work on looped neutral(s) on the metering equipment relating to the Third Party Metering Point;
- (c) work on a shared supply used by the metering equipment relating to the Third Party Metering Point;
- (d) Revenue Protection Activity relating to the Third Party Metering Point;
- (e) installation of an isolator in respect of the metering equipment relating to the Third Party Metering Point; and/or
- (f) installing, operating inspecting, maintaining, repairing, renewing, repositioning, replacing and/or removing a Smart Metering Comms Hub Device.

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| <b>Post-Final Settlement Run</b>    | has the meaning given to that term in the Balancing and Settlement Code.   |
| <b>Power Purchase Contract</b>      | means a contract between a Supplier Party and a Generator for the purchase by the Supplier Party of electricity generated by such Generator and (if agreed in such contract) the sale of electricity to the Generator by the Supplier Party.   |
| <b>Prescribed Period</b>            | means: <ul style="list-style-type: none"><li>(a) in respect of each of relevant activities described in Clause 30.5A or 30.5B, the period for performance of that activity set out in Part 1 of Schedule 24; or</li><li>(b) in respect of Clause 33.5 or 33.6, 'prescribed period' as defined in regulation 3 of the ESPR.</li></ul> |
| <b>Premises</b>                     | has the meaning given to that term in the Act.   |
| <b>Prescribed Sum</b>               | has the meaning given to that term in regulation 3 of the ESPR.  |
| <b>Proposer</b>                     | has the meaning given to that term in Clause 10.3.   |
| <b>Proximate Metering Equipment</b> | means metering equipment relating to a Metering Point which is located in close proximity to metering equipment relating to one or more other Metering Points.   |
| <b>Public Pages</b>                 | has the meaning given to that term in Schedule 14.   |
| <b>Qualification</b>                | has the meaning given to that term in the Balancing and Settlement Code, and Qualified shall be construed accordingly.   |

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| <b>Quarter</b>                    | means the period of three months commencing on 1 January, 1 April, 1 July and 1 October respectively in each year.   |
| <b>Radio Teleswitch Agreement</b> | means the agreement of that name dated 1 April 2001, which details the rights and obligations of its signatories in relation to the use of radio teleswitches. |
| <b>Reconciliation Account</b>     | has the meaning given to that term in Clause 20.4.   |
| <b>Reconciliation Run</b>         | has the meaning given to the term “Reconciliation Settlement Run” in the Balancing and Settlement Code.  |
| <b>Recoverable Costs</b>          | has the meaning given to that term in Clause 8.1.  |

**Re-energise**

means:

- (a) in respect of Section 2A 2C or 2D, deliberately to allow the flow of electricity:
  - (i) in the case of an Exit Point, from the Distribution System through the relevant Exit Point (or, in the case of an Unmetered Supply, any one or more of the relevant Exit Points) to; and/or
  - (ii) in the case of an Entry Point, to the Distribution System through the relevant Entry Point (or, in the case of an Unmetered Supply, any one or more of the relevant Entry Points) from, a Connected Installation, where such flow of electricity was previously prevented by De-energisation Works (and cognate expressions shall be construed accordingly); and

in the case of an Entry Point, to the Distribution System through the relevant Entry Point (or, in the case of an Unmetered Supply, any one or more of the relevant Entry Points) from, a Connected Installation, where such flow of electricity was previously prevented by De-energisation Works (and cognate expressions shall be construed accordingly); and

- (b) in respect of Section 2B, deliberately to allow the flow of electricity through a Connection Point, where such flow was previously prevented by De-energisation Works (and cognate expressions shall be construed accordingly).

**Re-energisation Works**

Means:

- (a) the movement of any switch,
- (b) the replacement of any fuse or meter; or
- (c) the undertaking of any other physical works,

to Re-energise a Connection Point, Metering Point or Metering System.

**Registered**

means, in respect of a Supplier/CVA Registrant and:

- (a) a Metering Point, that that Party is registered in respect of that Metering Point under and in accordance with the Master Registration Agreement; and
- (b) a Metering System, that that Party is registered in respect of that Metering System under and in accordance with the BSC.

**Registration Notice**

means, in respect of:

- (a) a Metering Point, a notice sent to the MPAS Provider by either the User or the Company, as the case may be, instructing the MPAS Provider to change the status of that Metering Point in the way set out in the notice; and
- (b) a Metering System, a notice sent to the CRA or the CDCA (as applicable) by the User giving instructions to change the status of that Metering System in the way set out in the notice.

**Regulations**

means the Electricity Safety, Quality and Continuity Regulations 2002 (SI 2002/2665).



**Related Person**

means, in relation to an individual, any member of that individual's immediate family; 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 in respect of the shares in that company.

**Related Undertaking**

means, in respect of any person, any undertaking in which that person has a participating interest as defined in regulations made under Part 15 of the Companies Act 2006.

**Relevant Charging  
Statement**

means, as the case may require, any of the following:

- (a) the statement prepared by a Company in relation to charges for use of system for the time being in force pursuant to Condition 14 of its Distribution Licence;
- (b) the statement prepared by a Company in relation to charges for the provision of MPAS for the time being in force pursuant to Condition 18 of its Distribution Licence;
- (c) the statement prepared by a Company in relation to charges for Legacy Meter Asset Provision and Data Services for the time being in force pursuant to Condition 36 of its Distribution Licence;
- (d) the statement prepared by a Company and for the time being in force pursuant to Condition 38 of its Distribution Licence in relation to Last Resort Supply Payments (as described in that Condition); and
- (e) any statement prepared by a Company and for the time being in force in relation to charges for any other services offered by the Company.

**Relevant Exempt Supplier**

means, in respect of a User, an Exempt Supplier which has entered into an Enabling Agreement with that User in respect of supplies of electricity to Customers of that Exempt Supplier.

**Relevant Instruments**

means:

- (a) the Act and all subordinate legislation made under it as amended from time to time;
- (b) the Data Protection Legislation and all subordinate legislation made under it as amended from time to time;
- (c) the Distribution Licence and the Supply Licence, and any determination, direction, consent or notice made or issued by the Authority pursuant to the terms thereof;
- (d) the Data Transfer Service Agreement;
- (e) the Master Registration Agreement;
- (f) the Connection and Use of System Code;
- (g) the Balancing and Settlement Code;
- (h) the Smart Energy Code,

and, whether under any of the foregoing or otherwise, all authorisations, approvals, licences, exemptions, filings, registrations, notarisations, consents and other matters which are required, or which a Company acting in accordance with Good Industry Practice would obtain, in connection with the provision of the services under this Agreement, of or from any Competent Authority.

**Report Phase**

has the meaning given to that term in Clause 11.19.

**Resolving Unregistered Consumers Code of Practice**

means the code of practice of that name set out in Schedule 27.

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| <b>Responsible Gas Supplier</b>            | means, in respect of any Premises, the Gas Supplier Party that is registered under the Supply Point Administration Agreement (as defined in condition 1 of the standard conditions applicable to Gas Supply Licences) as responsible for a gas supply point at that Premises.    |
| <b>Retail Code Consolidation</b>           | has the meaning given in the Retail Energy Code.   |
| <b>Retail Energy Code</b>                  | means the code of that name designated and maintained under the Supply Licences.   |
| <b>Retail Energy Code Company</b>          | means RECCo, as defined in the Retail Energy Code.   |
| <b>Revenue Protection Activity</b>         | means an activity relating to actual or suspected Theft of Electricity, including the identification, prevention, investigation and/or resolution of cases of Theft of Electricity, and any other activity within the subject matter of the Revenue Protection Code of Practice. |
| <b>Revenue Protection Agent</b>            | has the meaning given to that term in the Revenue Protection Code of Practice.   |
| <b>Revenue Protection Code of Practice</b> | means (a) until Retail Code Consolidation, the code of practice set out in Schedule 23; or (b) from Retail Code Consolidation, the Theft Code of Practice Schedule which forms part of the Retail Energy Code.   |
| <b>Revenue Protection Service</b>          | means any service provided by a person to another person in respect of one or more Revenue Protection Activities.  |
| <b>Safe</b>                                | means a situation in which the Company's Electric Lines or Electrical Plant does not pose a danger, including danger of death of or injury to persons and/or danger of damage to or destruction of property.   |

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| <b>Sandbox Applicant</b>        | means the applicant who has made a Sandbox Application and whose identity is set out in the relevant Sandbox Application.   |
| <b>Sandbox Application</b>      | means a written request for a derogation, made by the Sandbox Applicant to the Authority pursuant to the Authority's regulatory sandbox procedures, and which the Authority has passed to the Secretariat for review (such regulatory sandbox procedures being the Authority's procedures from time to time whereby prospective energy innovators can seek temporary relief from certain industry rules). |
| <b>Sandbox Register</b>         | means a register for the purposes of assisting the Panel in the operation and recording of Sandbox Applications from initial requests made by a Sandbox Applicant through to completion of successful Sandbox Applications.   |
| <b>Sandbox Report</b>           | has the meaning given to that term in Clause 56.10.   |
| <b>Smart Energy Code or SEC</b> | means the smart energy code designated for the purposes of the smart meter communication licences granted pursuant to the Act and the Gas Act 1986.   |
| <b>SECCo</b>                    | means the company established to facilitate the operation of the SEC panel, as defined in the Smart Energy Code.  |
| <b>Secretariat</b>              | has the meaning given to that term in Clause 7.36.  |
| <b>Secretary of State</b>       | has the meaning given to that term in the Interpretation Act 1978.  |

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| <b>Security and Safety of Supplies Statement</b> | means, in respect of each DNO Party or IDNO Party, the statement prepared by that Party in relation to security and safety of supplies for the time being in force pursuant to Condition 8 of its Distribution Licence.                        |
| <b>Service Level</b>                             | means the Company performing its obligations under Clause 30.5A.2, 30.5A.4 and 30.5B.2 in accordance with the requirements of those Clauses.   |
| <b>Settlement</b>                                | has the meaning given to that term in the Balancing and Settlement Code.   |
| <b>Settlement Class</b>                          | has the meaning given to that term in the Balancing and Settlement Code.   |
| <b>Settlement Class MSiD Count</b>               | has the meaning given to that term in the Data Transfer Catalogue.   |
| <b>Settlement Class Unit Count</b>               | has the meaning given to that term in the Data Transfer Catalogue.   |
| <b>Settlement Code</b>                           | has the meaning given to that term in the Market Domain Data.  |
| <b>Settlement Day</b>                            | has the meaning given to that term in the Balancing and Settlement Code.   |
| <b>Settlement Run</b>                            | means, as appropriate, an Initial Settlement Run, Reconciliation Run, or Interim Information Settlement Run.   |
| <b>Significant Code Review</b>                   | means a review of one or more matters which the Authority considers likely to: <ul style="list-style-type: none"> <li>(a) relate to this Agreement (either on its own or in conjunction with one or more other industry codes); and</li> </ul> |

- (b) be of particular significance in relation to its principal objective and/or general duties (under section 3A of the Act), statutory functions and/or relevant obligations arising under EU law,

and concerning which the Authority has issued a notice to the Parties (among others, as appropriate) stating: (i) that the review will constitute a significant code review; (ii) the start date of the review; and (iii) the matters that will fall within the scope of the review.

**Significant Code Review Phase**

means the period commencing on the start date of a Significant Code Review as stated by the Authority (or recommencing on the date of a "back-stop" direction under Condition 22.9ED of the Distribution Licences), and ending in accordance with Condition 22.9E of the Distribution Licences.

**Small Participant**

means:

- (a) a generator, supplier, distributor, or new entrant to the electricity market in Great Britain that can demonstrate to the Secretariat that it is resource-constrained and, therefore, in particular need of assistance;
- (b) any other Party or class of Parties that the Secretariat considers to be in particular need of assistance; or
- (c) a Party or class of Parties that the Authority has identified to the Secretariat as being in particular need of assistance.

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| <b>Small Scale Generator</b>             | means any generator that is installed in accordance with, and complies with the requirements of, Regulation 22 (2) sub-paragraphs (a) to (c) of the Regulations.   |
| <b>Smart Metering Comms Hub Device</b>   | means a device installed at a Premises that enables data to be communicated to the Gas Supplier (or its appointed data communications company) from a gas smart meter within the Premises (and vice versa), and shall include any equipment associated with that device (including its power supply unit). |
| <b>Smart Meter Installation Forecast</b> | means, for any Quarter, the forecast of smart meter installations provided by a Supplier Party pursuant to part 4 of Schedule 24 during the fifth Quarter preceding that Quarter.  |
| <b>Smart Metering System</b>             | has the meaning given to that expression in the Supply Licences.   |
| <b>Standard Settlement Configuration</b> | has the meaning given to that term in the Balancing and Settlement Code.   |
| <b>STC</b>                               | has the meaning given to that term in the CUSC.  |
| <b>Supercustomer DUoS Report</b>         | means a report of profiled data by Settlement Class providing the data items set out in Data Transfer Catalogue D0030 (as amended from time to time in accordance with the provisions of the Master Registration Agreement).   |
| <b>Supplier/CVA Registrant</b>           | means a Supplier Party or CVA Registrant (and Supplier/CVA Registrant shall mean the Supplier Parties and the CVA Registrants collectively).   |



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| <b>Supplier Party</b>                           | means a Party that holds a Supply Licence and that does not hold a Distribution Licence, and, for the avoidance of doubt, a Party may be both a Supplier Party and a CVA Registrant.                |
| <b>Supplier Volume Allocation Agent or SVAA</b> | has the meaning given to “Supplier Volume Allocation Agent” in the Balancing and Settlement Code.   |
| <b>Supply Business</b>                          | means, in respect of a Supplier Party, that Party’s business of supplying electricity (as authorised pursuant to the Act).  |
| <b>Supply Contract</b>                          | means a contract (whether oral, in writing or deemed) between a Supplier Party, or any Relevant Exempt Supplier, and a Customer for a supply of electricity to such Customer through an Exit Point. |
| <b>Supply Licence</b>                           | means a licence granted, or treated as granted, pursuant to Section 6(1)(d) of the Act.   |
| <b>Supply Number</b>                            | has the meaning given to that term in the Master Registration Agreement.  |
| <b>Surplus Vote</b>                             | has the meaning given to that term in Clause 12.13.   |
| <b>Surplus Vote Adjustment</b>                  | has the meaning given to that term in Clause 12.10.   |

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| <b>System</b>                   | means, in respect of: <ul style="list-style-type: none"><li>(a) a DNO/IDNO Party, that Party's Distribution System; and</li><li>(b) the OTSO Party, the Offshore Transmission System relating to the relevant Connection Point (and references to the User's System shall be construed accordingly, notwithstanding that the OTSO Party may not own that Offshore Transmission System).</li></ul>  |
| <b>Systems Connection Point</b> | has the meaning given to that term in the BSC.   |
| <b>System Outage</b>            | means, in relation to a DNO Party or IDNO Party, a planned or unplanned interruption to the flow of electricity through the whole or part of that Party's Distribution System implemented by or on behalf of that Party for safety or system security reasons or to enable that Party to inspect or effect alterations, maintenance, repairs or additions to any part of that Distribution System. |
| <b>Theft In Conveyance</b>      | means the abstraction of electricity (regardless of where such abstraction takes place) for use otherwise than at a Premises for which there is a Metering Point or Metering System that is Registered by a User.  |
| <b>Theft of Electricity</b>     | includes (but is not limited to) Theft In Conveyance, the circumstances described in paragraph 4 of schedule 6 to the Act, and the circumstances described in paragraph 11 of schedule 7 to the Act.   |

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| <b>Theft Risk Assessment Service Arrangements</b> | means the arrangements for a theft risk assessment service and other related measures that the Supplier Parties are obliged to maintain pursuant to the Supplier Licences (but excluding the Energy Theft Tip-Off Service), which service is, from Energy Theft Consolidation, being moved from this Agreement to the Retail Energy Code.  |
| <b>Third Party Electricity Supplier</b>           | means, in relation to a Metering Point, the Supplier Party Registered for a second Metering Point where the two Metering Points have Proximate Metering Equipment (as further described in Clause 52M.2 or 52Q.2, as applicable).  |
| <b>Third Party Metering Point</b>                 | means: <ul style="list-style-type: none"> <li>(a) in respect of a Supplier Party, a Metering Point for which that Supplier Party is not the Registered Supplier, where that Metering Point has Proximate Metering Equipment with a Metering Point for which that Supplier Party is Registered; or</li> <li>(b) in respect of a Gas Supplier Party, either (i) a Metering Point for a Premises for which that Gas Supplier Party is the Responsible Gas Supplier; or (ii) a different Metering Point which has Proximate Metering Equipment with the Metering Point referred to in limb (i).</li> </ul> |
| <b>Transactional Charges</b>                      | has, in respect of Section 2A, the meaning given to that term in Clause 22.1, and, in respect of Section 2B, the meaning given to that term in Clause 45.1.  |

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| <b>UMSO</b>                         | means an Unmetered Supplies Operator (as defined in the BSC), including where a DNO Party has been appointed to such role by an EDNO pursuant to Clause 42.14.  |
| <b>Unit</b>                         | means a kilowatt hour.  |
| <b>Unit Rate</b>                    | means a charge in pence and/or pounds applied to a Unit.  |
| <b>Unmetered Supply Certificate</b> | means a certificate issued by a Company or by its UMSO (in each case at its sole discretion) to a Customer in accordance with the Unmetered Supplies Procedure which states (amongst other things) the Supply Numbers of the Metering Points by reference to which the Company has authorised the Customer to receive Unmetered Supplies. |
| <b>Unmetered Supplies Procedure</b> | means Section S of the Balancing and Settlement Code and BSC Procedure BSCP 520 established under the Balancing and Settlement Code and any replacement or substitute BSC Procedure from time to time in force.   |
| <b>Unmetered Supply or UMS</b>      | means a supply of electricity the quantity of which the Company, through the issue of a relevant Unmetered Supplies Certificate, has authorised not to be measured by physical metering equipment.  |
| <b>Urgent Change Proposal</b>       | has the meaning given to that term in Clause 10.12.   |

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| <b>Use of Distribution System</b>           | means, in respect of a Company or User, the use by that User of that Company's Distribution System for the passing of electricity into a Distribution System and for the conveyance of such electricity by that Company through its Distribution System: <ul style="list-style-type: none"> <li>(a) in the case of Section 2A, to Exit Points or from Entry Points; or</li> <li>(b) in the case of Section 2B, to or from Connection Points.</li> </ul> |
| <b>Use of System Charges</b>                | has, in respect of Section 2A, the meaning given to that term in Clause 19.1C, and, in respect of Section 2B, the meaning given to that term in Clause 43.2.1.  |
| <b>Use of System Charging Methodologies</b> | means the CDCM and the EDCM.  |
| <b>User</b>                                 | has, in respect of Section 2A, the meaning given to that term in Clause 15.2, and, in respect of Section 2B, has the meaning given to that term in Clause 36.2.   |
| <b>User Installation</b>                    | means any structures, equipment, lines, appliances or devices used or to be used by a User and connected or to be connected directly or indirectly to the Distribution System at any Exit Point or Entry Point in relation to which that User is Registered.  |
| <b>Value Added Tax or VAT</b>               | 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.  |
| <b>Voting Procedure</b>                     | has the meaning given to that term in Clause 12.1.  |
| <b>Web Account</b>                          | has the meaning given to that term in Schedule 14.  |

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| <b>Website</b>       | means a dedicated website established at the direction of the Panel for the purposes of this Agreement. |
| <b>Weighted Vote</b> | has the meaning given to that term in Clause 12.8.  |
| <b>WG Chairman</b>   | has the meaning given to that term in Clause 7.28.  |
| <b>Working Day</b>   | has the meaning given to that term in Section 64 of the Act.  |
| <b>Working Group</b> | means a sub-committee established by the Panel in accordance with Clause 7.24.                          |
| <b>Working Hours</b> | has the meaning given to that term in the ESPR.   |
| <b>Works</b>         | has the meaning given to that term in Schedule 5.   |

## Interpretation

- 1.2 In this Agreement, unless the context otherwise requires, any reference to:
- 1.2.1 a “person” includes a reference to an individual, a body corporate, an association or a partnership;
  - 1.2.2 the singular includes the plural, and vice versa;
  - 1.2.3 a gender includes every gender;
  - 1.2.4 a numbered Clause, Section or Schedule is a reference (respectively) to a clause, part or section of, or a schedule to, this Agreement which bears that number;
  - 1.2.5 a numbered Paragraph or Annex is a reference (respectively) to a paragraph of, or an annex to, the Schedule in which such reference occurs;
  - 1.2.6 a numbered Condition (with or without a letter) is a reference to the standard condition bearing that number (and, where relevant, letter) in the licence indicated;
  - 1.2.7 writing includes all methods of reproducing words in a legible and non-transitory form;
  - 1.2.8 “include”, “including” and “in particular” are to be construed without limitation to the generality of the preceding words;
  - 1.2.9 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);
  - 1.2.10 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;
  - 1.2.11 a term that is stated to have the meaning given to it in the BSC is, where the BSC contains more than one definition of that term, a reference to that term as defined in annex 1 of section X of the BSC; and

- 1.2.12 a term that is stated to have the meaning given to it in the Distribution Licences or the Supply Licences is a reference to that term as defined in the standard conditions of the Distribution Licences or of the Supply Licences (as applicable).
- 1.3 The headings in this Agreement are for ease of reference only and shall not affect its interpretation.



## **2. COMMENCEMENT AND DURATION**

### **Commencement**

2.1 This Agreement shall take effect from 00.00 on 06 October 2006.

### **Duration**

2.2 Once it comes into effect, this Agreement shall remain in effect:

2.2.1 in respect of each Party, until (subject to Clauses 54.8 and 54.9) such Party ceases to be a Party in accordance with Clause 54.5; and

2.2.2 generally, until (subject to Clauses 54.8 and 54.9) all of the DNO Parties and all of the IDNO Parties have ceased to be Parties in accordance with Clause 54.5.

### **3. DCUSA OBJECTIVES**

- 3.1 The objectives of this Agreement (such objectives being the **General Objectives**), except in respect of the Charging Methodologies, are set out in Condition 22 of the Distribution Licences. For ease of reference, the General Objectives are set out below using the terminology of this Agreement (but in the case of any inconsistency with the Distribution Licences, the Distribution Licences shall prevail):
- 3.1.1 the development, maintenance and operation by each of the DNO Parties and IDNO Parties of an efficient, co-ordinated, and economical Distribution System;
  - 3.1.2 the facilitation of effective competition in the generation and supply of electricity and (so far as is consistent with that) the promotion of such competition in the sale, distribution and purchase of electricity;
  - 3.1.3 the efficient discharge by each of the DNO Parties and IDNO Parties of the obligations imposed upon them by their Distribution Licences; and
  - 3.1.4 the promotion of efficiency in the implementation and administration of this Agreement and the arrangements under it; and
  - 3.1.5 compliance with the EU Internal Market Regulation and any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators.
- 3.2 The objectives of this Agreement in respect of the Charging Methodologies only (such objectives being the **Charging Objectives**) are set out in Condition 22A of the Distribution Licences. For ease of reference, the Charging Objectives are set out below using the terminology of this Agreement (but in the case of any inconsistency with the Distribution Licences, the Distribution Licences shall prevail):
- 3.2.1 that compliance by each DNO Party with the Charging Methodologies facilitates the discharge by the DNO Party of the obligations imposed on it under the Act and by its Distribution Licence;

- 3.2.2 that compliance by each DNO Party with the Charging Methodologies facilitates competition in the generation and supply of electricity and will not restrict, distort, or prevent competition in the transmission or distribution of electricity or in participation in the operation of an Interconnector (as defined in the Distribution Licences);
  - 3.2.3 that compliance by each DNO Party with the Charging Methodologies results in charges which, so far as is reasonably practicable after taking account of implementation costs, reflect the costs incurred, or reasonably expected to be incurred, by the DNO Party in its Distribution Business; and
  - 3.2.4 that, so far as is consistent with Clauses 3.2.1 to 3.2.3, the Charging Methodologies, so far as is reasonably practicable, properly take account of developments in each DNO Party's Distribution Business;
  - 3.2.5 that compliance by each DNO Party with the Charging Methodologies facilitates compliance with the EU Internal Market Regulation and any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators; and
  - 3.2.6 that compliance with the Charging Methodologies promotes efficiency in its own implementation and administration.
- 3.3 For the purposes of this Agreement, each of the Charging Methodologies achieves the Charging Objectives if it achieves them in the round, taking each Charging Objective with every other Charging Objective, and having due regard to any particular implications for the determination of the Use of System Charges or connection charges (as applicable) of the DNO Parties (or of any DNO Party) under any other Charging Methodology.

## **4. ACCESSION OF ADDITIONAL PARTIES**

### **Eligibility for Admission**

- 4.1 Any person who applies to be admitted as a Party (an **Applicant**) shall be entitled to be admitted as a Party, subject to and in accordance with the provisions of this Clause 4.
- 4.2 An Applicant may not be admitted as a Party if:
- 4.2.1 it is already a Party; or
  - 4.2.2 (in the case of all Applicants other than the OTSO Party or those applying to be a Gas Supplier Party) the Panel believes that the Applicant has no reasonable prospect of satisfying the relevant conditions precedent set out in Clause 16, in the six-month period following its application to be so admitted; or
  - 4.2.3 (in the case of only the OTSO Party or those applying to be DNO Parties or IDNO Parties) the Panel believes that the Applicant has no reasonable prospect of satisfying the relevant conditions precedent set out in Clause 37 in the six-month period following its application to be so admitted.

### **Accession Procedure**

- 4.3 The Panel shall establish, in such format as it may prescribe, a form to be completed by Applicants (the **Application Form**) and shall publish a copy of the form on the Website together with a summary of the process set out in this Clause 4.
- 4.4 An Applicant shall submit a duly completed Application Form (and any other supporting documents required by that form) to the Panel.
- 4.5 As soon as reasonably practicable following receipt of an Application Form from an Applicant, the Panel shall:
- 4.5.1 notify the Applicant if it is ineligible to be admitted as a Party in accordance with Clause 4.2;

- 4.5.2 where the Applicant is not ineligible, check that the Application Form has been duly completed and that any supporting documentation requested has been provided, and notify the Applicant of any omissions;
  - 4.5.3 where there are no such omissions, notify each Party and the Authority of the Applicant's identity and of the information that will, on that Applicant's admission as a Party, become its Party Details; and
  - 4.5.4 prepare an Accession Agreement, in substantially the form set out in Schedule 9, for the Applicant and send it to the Applicant for execution.
- 4.6 Upon receipt by the Panel of an Accession Agreement, in substantially the form set out in Schedule 9, duly executed by an Applicant, DCUSA Ltd shall promptly:
- 4.6.1 execute and deliver a counterpart of such Accession Agreement on behalf of itself and all the Parties; and
  - 4.6.2 send such executed counterpart of the Accession Agreement to the Applicant, and the Panel shall give notice of that Applicant's accession (and the effective date of such accession) to the Applicant, to each other Party and to the Authority.
- 4.7 Subject to, and in accordance with, this Clause 4, each Party hereby irrevocably and unconditionally authorises DCUSA Ltd to execute and deliver, on behalf of such Party, any Accession Agreement, in substantially the form set out in Schedule 9, duly executed by an Applicant.
- 4.8 The accession of an Applicant to this Agreement shall be effective from the effective date set out in the relevant Accession Agreement.

#### **Disputes as to Admission**

- 4.9 Where:
- 4.9.1 the Panel determines that an Applicant is ineligible to be admitted as a Party in accordance with Clause 4.2;
  - 4.9.2 an Applicant believes that the content of the prescribed Application Form is not consistent with the DCUSA Objectives; or

4.9.3 an Applicant believes that there has been an unreasonable delay in obtaining a response to its application or that the process set out in this Clause 4 has not been followed,

the Applicant may refer the matter to the Authority for its determination, which shall be final and binding.