

ORIGINAL DATED 8TH SEPTEMBER 1998

As Revised up to June 2020

THE DISTRIBUTION BUSINESSES as named herein

and

THE MOCOPA OPERATORS as named herein

and

THE REGISTRATION AUTHORITY

METER OPERATION
CODE OF PRACTICE AGREEMENT
Version 4.8

This copy of the MOCOPA is provided to enable the user to make copies of this document but only for the purpose of a copy being given to such personnel within the user's company as is necessary for the user's company to operate under this Agreement. It is a condition of this licence that copies of the MOCOPA made in accordance with this licence may not be distributed for any other purpose, and each copy will be destroyed when the person possessing such a copy no longer needs such copy to fulfil the purpose set out above.

Version Control

Version Number	Status	Date of Issue	Reason for Change
2.1	Superseded	30 Nov 04	RPCP04/01 – Minor/Consequential Changes to the MOCOPA to remove PES references CP002M - Sealing CP007M – Harmonisation of Cable Colours CP006M – Introduce new CT/VT Flowchart as Appendix to Schedule 5
2.2	Superseded	09 Aug 06	RP_05_03_04C – Revise Schedule 1 (MOCOPA Party details) RP_05_04_4A – Add decision chart to Appendix 4 of Schedule 5 CP0007M – Proposed Revisions to Cable Colour Alignment CP0011M – Revisions to Cable Colour Alignment CP0012M – Revised Distribution Business Funding CP0013M – Exchange of information between Distribution Businesses and MOCOPA Operators – Consent to Connect RP_06_01 – Consequential Changes to Schedule 8 and add 1.1.10 to Schedule 7 for issue of Manual
2.3	Superseded	04 Apr 07	CP0019M – MOCOPA Voting Arrangements References to MOCOPA changed to MOCOPA
2.4	Superseded	Oct 2007	CP0021M – RP Membership CP0022M – Distribution Business Information
2.5	Superseded	Apr 2008	CP0023M – Treatment of Distribution Businesses non-settlement meters CP0025M – Application of Seals Schedule 1 (Distribution Businesses) and Schedule 2 (MOCOPA Operators) details updated.
2.6	Superseded	Oct 2008	RP 07/02-03A Updating MOCOPA to reflect BETTA CP0024M – Removal of Commissioning Information CP0026M – New Metering Points CP0028M – Phase Failure Indicator Lamps Schedule 2 (MOCOPA Operators) details updated.
2.7	Superseded	Feb 2010	CP0029M – Definition of Meter Operator Schedule 1 (Distribution Businesses) and Schedule 2 (MOCOPA Operators) details updated
2.8	Superseded	Oct 2010	CP0030M Removal of PES References CP0034M Cable Colours Schedule 1 (Distribution Business) details updated. Schedule 2 (MOCOPA Operators) details updated.
2.9	Superseded	May 2011	CP0031M ESQCR Incident Reporting and Regulation Update CP0035M LV/HV CT Metering Label CP0036MR Non-Compliance Process CP0037MR Internal Audit Requirement CP0038MR Trademark Principles CP0040MR Distribution Business Audit
3.0	Superseded	Nov 2011	CP0041M Meter Panels CP0042M Inadequate Meter Boards CP0044M Health and Safety Bulletins CP0045M Height of Meters CP0046M MOCOPA Scope of Works CP0047M Housekeeping Changes CP0048M Specified Seal Length
3.1	Superseded	May 2012	CP0049M Distribution Business Fixed Annual Charge Threshold CP0050M Supplier Review Panel Representative CP0052M Clarification of Responsibilities
3.2	Superseded	Nov 2012	CP0054M Visual Inspection Checklist CP0059M Distribution Business Equipment Risk Assessment
3.3	Superseded	Jan 2013	CP0060M Housekeeping Changes
3.4	Superseded	June 2013	CP0058M Gas First Authorisation to Break Seals
3.5	Superseded	Jan 2014	CP0070M Audit Cost Mechanism
3.6	Superseded	May 2014	CP0051M Sealing Plier IDs - DNO Responsibility CP0075M Meter Equipment Returns
3.7	Superseded	May 2016	CP0078M Earthing of Current Transformer Secondary Wiring CP0079M MOCOPA Review 2016
3.8	Superseded	Nov 2016	Schedule 2 MOCOPA Operators details updated CP0082M Provision of Site-Specific Information

3.9	Superseded	May 2017	CP0091M Reactive Preventative Measures v2 CP0097M Meter Seal Wire Rope Specifications
4.0	Superseded	Nov 2017	CP0098M The Election of MOCOPA Chair
4.1	Superseded	May 2018	CP0101M Correction to reference to ENA TS 50-19 CP0105M Update of Election of MOCOPA Chair Schedule 2 (MOCOPA Operators) details updated
4.2	Superseded	Aug 2018	CP0111M GDPR Requirements (Clause 9)
4.3	Superseded	Nov 2018	CP0089M Addition to MOCOPA Scope v4 (Superseded) CP0106M Requirements for Sealing Equipment CP0108M Inclusion of Contact Information CP0113M Updating MOCOPA in line with DCP304 Draft Legal Text Schedule 1 Distribution Businesses details updated Schedule 2 MOCOPA Operators details updated
4.4	Superseded	Jan 2019	CP0117M – MOps Working on Behalf of Gas Suppliers
4.5	Superseded	Apr 2019	CP0110M - Use of Guidance for Service Termination Issue Reporting CP0116M - Appendix 5 - Model form of document relating to competency Schedule 2 MOCOPA Operators details updated
4.6	Superseded	Nov 2019	Schedule 1 Distribution Businesses details updated Schedule 2 MOCOPA Operators details updated CP0104MR - Site Audit for MOCOPA Operators with no Operatives and Definition of a Sub-contractor
4.7	Superseded	Apr 2020	CP0125M MOCOPA Housekeeping Changes 2019 Schedule 1 Distribution Businesses details updated Schedule 2 MOCOPA Operators details updated
4.8	Approved	Jun 2020	Schedule 1 Distribution Businesses details updated Schedule 2 MOCOPA Operators details updated

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION.....	5
2.	COMPLIANCE WITH THIS AGREEMENT AND CHARGES	15
3.	THE REVIEW PANEL	17
4.	AMENDMENTS TO THE AGREEMENT	17
5.	BREACHES OF THE AGREEMENT.....	18
6.	CALCULATION OF VOTING ENTITLEMENTS	18
7.	THE REGISTRATION AUTHORITY	19
8.	TERM AND TERMINATION.....	21
9.	CONFIDENTIALITY	22
10.	ADDITIONAL PARTIES	23
11.	LIMITATION OF LIABILITY.....	24
12.	ASSIGNMENT AND DELEGATION	26
13.	FORCE MAJEURE.....	26
14.	VARIATION	26
15.	FURTHER ASSURANCES	27
16.	ARBITRATION	27
17.	GOVERNING LAW AND JURISDICTION	28
18.	AREA IN WHICH THE AGREEMENT IS APPLICABLE	28
19.	COUNTERPARTS.....	28
20.	MISCELLANEOUS	29
	SCHEDULE 1 - DISTRIBUTION BUSINESSES	31
	SCHEDULE 2 - MOCOPA OPERATORS	36
	SCHEDULE 3 - REGISTRATION AUTHORITY	44
	SCHEDULE 4 - FORM OF ACCESSION AGREEMENT	45
	SCHEDULE 5 - SAFETY, TECHNICAL AND INTERFACE REQUIREMENTS	47
	APPENDIX 3 - NOT USED	90
	SCHEDULE 6 - FORM OF REGISTRATION CERTIFICATE.....	118
	SCHEDULE 7 - CONSTITUTION OF THE REVIEW PANEL	120
	SCHEDULE 8 - FUNCTIONS OF THE REGISTRATION AUTHORITY	128
	SCHEDULE 9 - TRADE MARK USAGE	129

THIS AGREEMENT is made the 8th day of September 1998

BETWEEN:

- (1) **THE DISTRIBUTION BUSINESSES** (being holders of an Electricity Distribution Licence) whose names, registered numbers and registered or principal offices are set out in Schedule 1; and
- (2) **THE MOCOPA OPERATORS** whose names, registered numbers, where applicable, and registered or principal offices are set out in Schedule 2; and
- (3) **THE REGISTRATION AUTHORITY** whose name and principal office is set out in Schedule 3.

WHEREAS:

The Parties have agreed to enter into this Agreement to regulate the relationship between them regarding the safety, technical and business interface requirements surrounding the provision of meter operation services, and to ensure compliance with the Requirements by MOCOPA Operators and Distribution Businesses.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Accession Agreement"	means an accession agreement in or substantially in the form set out in Schedule 4;
"Act"	means the Electricity Act 1989 as amended;
"Agreed Procedure"	in relation to all periods on or after the Go-Live Date has the meaning given to that term in the Balancing and Settlement Code;
"Annual Audit"	means the audit of the processes and practices of MOCOPA Parties carried out by the Registration Authority;
"Association of Meter Operators"	means the trade association of that name formed to represent the interests of BSC Qualified Meter Operator Agents;
"Authority"	means the Gas and Electricity Markets Authority as created under Section 1 of the Utilities Act 2000;

"Balancing and Settlement Code" or "BSC"	means the Balancing and Settlement Code applicable in England and Wales dated 14 August 2000, including all Party service line(s) and BSC Procedures (as therein defined) made under it, as at the date of this Agreement;
"BSC Procedure or BSCP"	means the document of that title as established or adopted in accordance with the Balancing and Settlement Code;
"Budget"	means the annual budget of the Registration Authority as approved in accordance with clause 7.11;
"Business Day"	means any week day (other than a Saturday) on which banks are open for domestic business in the City of London, in the case of obligations performed in England and Wales and in Edinburgh, in the case of obligations performed in Scotland;
"Chairperson"	means the person appointed as or otherwise acting as the chairperson of the Review Panel, in accordance with the Constitution;
"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), or of the Government of the United Kingdom or of the European Union;
"Confidential Information"	means any information which is marked as confidential by its provider, provided alongside a covering letter/email which is marked as confidential or is commercially sensitive information;
"Constitution"	means the constitution of the Review Panel set out in Schedule 7;
"Customer"	means a person to whom a Supplier proposes to supply or for the time being supplies electricity through an Exit Point (as such term is defined in the Use of System Agreement);
"CVA"	means Central Volume Allocation as defined in the BSC;

“Data Transfer Catalogue”	means the catalogue of data flows, data definitions and data formats as approved and defined under the Master Registration Agreement;
“DCUSA”	means Distribution Connection and Use of System Agreement;
“DCUSA Panel”	has the meaning given to the term “Panel” in DCUSA;
"Dies"	means devices which are attached to or are part of Sealing Pliers and are used to make legible marks on Specified Seals;
"Directive"	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;
"Distribution Business"	means an entity authorised to distribute electricity under an Electricity Distribution Licence;
“Distribution Business Audit Costs”	means the total annual cost for the completion of the Annual Audits of Distribution Businesses, as agreed within the Budget;
“Distribution Business Equipment”	means the Distribution Business-owned equipment, for example cut-out, CT/VTs, associated wiring up to and including the test terminal block, associated metering panel and upstream distribution network;
"Distribution Safety Rules"	means, in relation to any Distribution Business, those rules (which may form part of a larger body of rules) which relate to safety matters within its Distribution System;

"Distribution System"	has the meaning given to that term in the Electricity Distribution Licence;
"Distribution Business Operative"	means an employee, agent or Sub-contractor appointed by the Distribution Business who performs the functions of the Distribution Business;
"Distribution Business Vote"	means the vote to which each Distribution Business is entitled in accordance with clause 6.1;
"Electricity Distribution Licence"	means a licence to distribute electricity granted pursuant to Section 6(1)(c) of the Electricity Act 1989 as amended by Section 30 of the Utilities Act 2000;
"Energise"	in the context of this Agreement means, in relation to any Metering Point, deliberately to allow the flow of electricity from the Distribution System and/or the Transmission System, as the case may be, through the relevant Exit Point (or, in the case of an Unmetered Supply, any one or more of the relevant Exit Points) to the relevant Customer's installation where such a flow of electricity has never previously existed;
"Energy Networks Association"	means Energy Networks Association Limited (Company Number 4832301);
"Fees"	means the fees to be charged by the Registration Authority, as set out in the Budget;
"Financial Year"	means the 12-month period ending on 31 March;

“Fixed Annual Charge”

means the rate set by the Review Panel, and amended from time to time, as the contribution to the Fees in respect of a Distribution Business Party whose Distribution System comprises less than 200,000 Metering Points at the commencement of the Financial Year to which the Budget applies. For the avoidance of doubt, in the event that a Distribution Business Party’s Distribution System exceeds 200,000 Metering Points during the course of any Financial Year, its contribution shall not be amended until the next following Financial Year, at which time the Fixed Annual Charge shall be disapplied;

"Force Majeure"

means any event or circumstance which is beyond the reasonable control of any Party and which results in or causes the failure of that Party 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, lack of water arising from weather or environmental problems, explosion, fault or failure of plant or machinery which (in each case) could not have been prevented by Good Industry Practice, governmental restraint, Act of Parliament, other legislation, byelaw and Directive (not being any order, regulation or direction under Section 32, 33, 34 or 35 of the Act), provided that lack of funds shall not be interpreted as a cause beyond that Party's reasonable control;

"Go-Live Date"

means the date on which the first transactions under the Balancing and Settlement Code occur, as designated by the Secretary of State;

"Good Industry Practice"	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;
"High Voltage" or "HV"	means a voltage exceeding Low Voltage;
"Indicative Seal"	means a seal which meets the requirements of paragraph A8.3.3 of Appendix 8 to Schedule 5;
"Invoice"	means an annual invoice in respect of the Fees issued by the Registration Authority;
"Low Voltage" or "LV"	means either a voltage exceeding 50 volts alternating current, but not exceeding 1000 volts alternating current or exceeding 120 volts direct current but not exceeding 1500 volts direct current;
"Manual"	means the document setting out, among other items, the carrying out of the Annual Audit and the other functions of the Registration Authority, as set out in Schedule 8;
"Master Registration Agreement"	means the agreement of that name dated 1 June 1998, as amended from time to time;
"Member"	means a person duly appointed in accordance with the Constitution to be a member of the Review Panel;
"Metering Equipment"	means the equipment associated with a particular meter, including the meter itself and any related CT, VT, outstation, and communication and/or control equipment, as such term is more particularly defined in the Settlement Agreement;
"Metering Point"	has the meaning given to that term in the MRA;
"Metering Point Administration Data"	has the meaning given to that term in the MRA;
"Metering Point Administration Service"	has the meaning given to that term in the MRA;

"Meter Operative"	means an employee, agent or Sub-contractor appointed by the MOCOPA Operator who performs the functions of the MOCOPA Operator;
"MOCOPA Guidance for Service Termination Issue Reporting"	means a guide for MOCOPA Operators on reporting and acting on Distribution Business asset condition issues;
"MOCOPA Operator"	means a Party which holds a Registration Certificate, or a Provisional Certificate issued by the Registration Authority and for the purposes of this Agreement the MOCOPA Operator must either be a BSC Qualified Meter Operator Agent itself or work under the instruction of BSC Qualified Meter Operator Agent;
"MOCOPA Operator Audit Costs"	means the total annual cost for the completion of the Annual Audits of MOCOPA Operators, as agreed within the Budget;
"MOCOPA Operator Vote"	means each vote that each MOCOPA Operator is entitled to in accordance with Clause 6.2;
"MRA"	means Master Registration Agreement;
"New MOCOPA Operator"	means a New Party seeking to become a MOCOPA Operator, but which has not been granted either a Registration Certificate or Provisional Certificate by the Registration Authority;
"New Party"	means a person who applies to become a Party to this Agreement as a Distribution Business and/or a MOCOPA Operator after the date of this Agreement in accordance with Clause 10 and who will, upon or subsequent to becoming such a Party, fall within the definition of Distribution Business and/or New MOCOPA Operator and/or MOCOPA Operator, as applicable, in the last case once it holds a Registration Certificate or Provisional Certificate;

“Old Certificate”	means a Registration Certificate as issued by the Authority under the arrangements for the authorisation of MOCOPA Operators which existed prior to the coming into effect of the introduction of competition in the domestic retail market in 1998;
"Party"	means each person for the time being and from time to time Party to this Agreement and any successor(s) in title to, or permitted assign(s) of such person;
"Provisional Certificate"	means the provisional certificate issued by the Registration Authority to a New MOCOPA Operator pursuant to Clause 10;
"Registration Authority"	means the person or body appointed as such from time to time in accordance with Clause 7;
"Registration Certificate"	means the certificate to be issued by the Registration Authority to a MOCOPA Operator pursuant to this Agreement in or substantially in the form set out in Schedule 6;
"Requirements"	means the Safety, Technical and Interface Requirements associated with the provision of meter operation services set out in Schedule 5;
"Review Panel"	means the group of that name comprising representatives of the Parties and other interested persons constituted under this Agreement and responsible for the development of the Agreement, as that group may change from time to time;
"Sealing Pliers"	means hand or power operated devices used for crimping Specified Seals onto Wire Rope to meet the requirements of paragraph A8.3 of Appendix 8 to Schedule 5;
"Secretary"	means the secretary of the Review Panel appointed in accordance with the Constitution;
"Secretary of State"	has the meaning given to that expression in the Interpretation Act 1978;

"Security Seal"	means a seal which meets the requirements of paragraph A8.3.2 of Appendix 8 to Schedule 5;
"Settlement Agreement"	means the Balancing and Settlement Code (BSC);
"Settlement Agreement Code of Practice"	means a code of practice as defined in the BSC and when used refers to the relevant Code of Practice as defined in Schedule 5, Appendix 1;
"Site"	means the area around which the Metering Point is located, in respect of the relevant meter(s) in relation to which a MOCOPA Operator has been appointed to perform meter operation services;
"Specified Seal"	means a seal which meets the requirements of paragraph (a)A8.3.1 of Appendix 8 to Schedule 5;
"Sub-contractor"	means a business or person(s) that is contracted to carry out MOCOPA work on behalf of an Operator for which the Operator is solely responsible. 'Sole Trader(s)' 'self-employed' or 'Agent(s)' also apply the same meaning;
"Supplier"	means an entity authorised to supply electricity under an Electricity Supply Licence or a Gas Supply Licence holder who has acceded to the Use of System Agreement and is operating in accordance with Clause 52 of the Use of System Agreement;
"SVA"	means Supplier Volume Allocation as defined in the BSC;
"Transmission System"	has the meaning given to the term in the Electricity Distribution Licence;
"Use of System Agreement"	means the agreement known as the Distribution Connection and Use of System Agreement (DCUSA) established pursuant to condition 22 of the Electricity Distribution Licence;

"Website"

in the context of this Agreement means the website at www.mocopa.org.uk; and

"Wire Rope"

means a wire that meets the requirements of (a)A8.3.1.2 of Appendix 8 to Schedule 5 and is used with Specified Seals to seal equipment.

- 1.2 In this Agreement, unless the context requires otherwise, any reference to:
- 1.2.1 a Clause or Schedule is a reference to a clause of or schedule to this Agreement;
 - 1.2.2 the words "include" or "including" are to be construed without limitation to the generality of the preceding words;
 - 1.2.3 this "Agreement" shall mean this agreement and the Schedules; and
 - 1.2.4 writing includes all methods of reproducing words in a legible and non-transitory form.
- 1.3 Any reference in this Agreement to a statute, statutory instrument, regulation or order shall be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time.
- 1.4 Any reference in this Agreement to the masculine shall include the feminine and any reference to the singular shall include the plural and vice versa in each case.
- 1.5 In the event of any inconsistency or conflict between the provisions of this Agreement and the Settlement Agreement, the latter shall prevail to the extent of such inconsistency or conflict.
- 1.6 If any Party is required to give or is entitled to withhold its consent or approval to any act, matter or thing under or referred to in this Agreement, such Party shall act in good faith and be reasonable in the giving or withholding of such consent or approval. Each Party shall use its reasonable endeavours to give notification of such consents, approval or withholding of its consent within 5 Business Days after such consent or approval is required. Where any Party is required to perform any act or do any other thing, it shall, in the absence of any specified time limit, perform or do the same as soon as is reasonably practicable in all the circumstances.
- 1.7 Clause headings are for ease of reference only.
- 1.8 Where this Agreement refers to a resolution, such resolution may consist of several documents in like form each signed by or on behalf of one or more Parties.
- 1.9 Any reference in this Agreement to a "person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, Competent Authority, or other entity (in each case, whether or not having separate legal personality).

2. COMPLIANCE WITH THIS AGREEMENT AND CHARGES

- 2.1 Each of the Parties undertakes with each other Party to comply with all provisions of this Agreement, including all relevant provisions of the Requirements.
- 2.2 The Registration Authority undertakes to the other Parties that it will supply a copy of each amendment or supplement to this Agreement or the Manual free of charge to each Party as soon as reasonably practicable after it has been made and shall publish a copy of each such amendment or supplement on the Website. The Registration Authority may in addition sell copies of the Agreement as amended or supplemented to any other interested persons at a fee determined from time to time by the Review Panel. Any costs recovered in relation to the sale of this Agreement pursuant to this Clause 2.2 by the Registration Authority shall be set off against any costs recoverable pursuant to Clause 2.3.
- 2.3 Upon receipt of the Invoice, each Party agrees to pay and/or reimburse, as appropriate, the Registration Authority its share of the Fees as calculated in accordance with the provisions of Clause 2.4, notwithstanding that any Fixed Annual Charge shall not be invoiced to a New Party in the capacity of a Distribution Business in the Financial Year of its accession. For the avoidance of doubt, this shall not preclude a charge being raised pursuant to Clause 2.5 or Clause 10.2, where appropriate.
- 2.4 Subject to Clauses 2.5 and 2.6 the amount which each Party shall be obliged to pay towards the Fees shall be calculated as follows:
 - 2.4.1 half of the Fees excluding MOCOPA Operator Audit Costs and Distribution Business Audit Costs shall be paid by all MOCOPA Operators (in equal amounts, as between them); and
 - 2.4.2 half of the Fees excluding MOCOPA Operator Audit Costs and Distribution Business Audit Costs shall be paid by all Distribution Businesses and their respective proportionate shares shall be calculated as follows:
 - 2.4.2.1 subject to Clause 2.3, a Fixed Annual Charge shall be applied to each Distribution Business eligible for such charge and all Fixed Annual Charges so applied shall be deducted from the half of the Fees due from the Distribution Businesses; and
 - 2.4.2.2 thereafter each of the Distribution Businesses whose Distribution System comprises more than 200,000 Metering Points shall contribute in equal amounts to the Fees remaining (excluding MOCOPA Operator Audit Costs and Distribution Business Audit Costs) after the Fixed Annual Charges have been deducted; and
 - 2.4.3 in addition to the above, a MOCOPA Operator shall pay half of the costs incurred by the Registration Authority in carrying out its Annual Audit of that MOCOPA Operator, up to a base sample level of 3% of field operatives to be audited. Where a MOCOPA Operator incurs additional auditing requirements for any reason whatsoever, the MOCOPA Operator shall pay all costs incurred for the additional auditing activity; and

- 2.4.4 half of all MOCOPA Operator Audit Costs shall be paid by all Distribution Businesses whose Distribution System comprises more than 200,000 Metering Points (in equal amounts), but only for costs incurred for MOCOPA Operator audits up to the base sample level of 3% of field operatives to be audited; and
 - 2.4.5 a Distribution Business shall pay half of the costs incurred by the Registration Authority in carrying out its Annual Audit of that Distribution Business. Where a Distribution Business incurs additional auditing requirements for any reason whatsoever, the Distribution Business shall pay all costs incurred for the additional auditing activity; and
 - 2.4.6 half of all Distribution Business Audit Costs shall be paid by all MOCOPA Operators (in equal amounts, as between them), excluding instances where a Distribution Business incurs additional auditing requirements; and
 - 2.4.7 half of all administrative costs borne by the Registration Authority in carrying out the Annual Audits (as agreed in the Budget) shall be paid by all MOCOPA Operators (in equal amounts, as between them); and
 - 2.4.8 half of all administrative costs borne by the Registration Authority in carrying out the Annual Audits (as agreed in the Budget) shall be paid by all Distribution Businesses (in equal amounts, as between them); and
 - 2.4.9 where a Party acts in more than one capacity it shall make separate payments or reimbursements for each capacity in which it is a Party; and
 - 2.4.10 any Party that incurs costs for additional auditing activity shall be entitled to dispute the need for additional auditing activity, and the costs incurred shall be deemed to be in dispute in accordance with Clause 2.9.
- 2.5 Any MOCOPA Operator or Distribution Business which causes the Registration Authority to incur excessive costs associated with the undertaking of its obligations under this Agreement may be required to pay or reimburse amounts in excess of those it would usually pay or reimburse under Clause 2.3, provided that the Review Panel has approved the recovery of such excessive costs. In such circumstances each MOCOPA Operator or Distribution Business accepts that it shall pay or reimburse any such increased amounts notified to it by the Registration Authority as have been approved by the Review Panel.
 - 2.6 Any New Party acceding to this Agreement shall be required to pay the amount notified to it by the Registration Authority (and approved by the Review Panel) in respect of such admission.
 - 2.7 From time to time, the Registration Authority shall, with the prior approval of the Review Panel, submit to one or more Parties a statement specifying the payment due from them, either by payment or reimbursement to it, in accordance with Clauses 2.3, 2.5 or 2.6 and any VAT payable thereon.
 - 2.8 Within 20 Business Days after receipt by any Party of a statement submitted in accordance with Clause 2.7, such Party shall pay to the Registration Authority all sums due in respect of such statement in pounds sterling by electronic transfer of funds to such bank account (located in the United Kingdom) as is specified in the statement.

- 2.9 Where any sum included in a statement submitted in accordance with Clause 2.7 is disputed by any Party in good faith, that Party shall within 5 Business Days after receipt of such statement provide the Registration Authority with a statement of the amount in dispute. The Party in dispute shall pay such amount included in the statement in question as is not in dispute and shall be entitled to withhold the balance pending resolution of the dispute.
- 2.10 If a statement of an amount in dispute is served by any Party under Clause 2.9, the Registration Authority and such Party shall use reasonable endeavours to resolve the dispute in question within 20 Business Days of it arising. If the Party and the Registration Authority do not resolve the dispute within such period, the matter shall be referred to arbitration pursuant to Clause 16. Following resolution of the dispute, any amount agreed or determined payable shall be paid within 10 Business Days after such agreement or determination and interest shall accrue on such amount from the date such amount was originally due until the date of repayment at the rate of 1% per annum above the base rate during such period of Barclays Bank plc compounded annually.
- 2.11 Each MOCOPA Party shall comply with all reasonable requests for access, information and assistance made by the Registration Authority in relation to the Annual Audit.

3. THE REVIEW PANEL

- 3.1 Immediately upon commencement of this Agreement the Review Panel shall be established. The objects, membership and procedural rules of the Review Panel shall be those set out in the Constitution. For the avoidance of doubt, amendments to the Constitution shall be amendments to this Agreement.
- 3.2 In the event of any inconsistency or conflict between the provisions of Clauses 1 to 20 of this Agreement and the Constitution, the former shall prevail to the extent of such inconsistency or conflict.

4. AMENDMENTS TO THE AGREEMENT

- 4.1 No amendment to the Agreement may be made otherwise than in accordance with this Clause and the Constitution.
- 4.2 Where any amendment to the Agreement is proposed and agreed by the Review Panel in accordance with Clause 4.3 and the Constitution, the Registration Authority shall notify each Party to this Agreement in writing of such amendment.
- 4.3 Minor or consequential amendments to the Agreement may be made by resolution of the Review Panel passed in accordance with the Constitution. For the avoidance of doubt, no amendment which affects the costs, risks or obligations of any Party to any material extent shall be considered to be minor or consequential.
- 4.4 Any proposed amendment to the Agreement which is not approved in accordance with Clause 4.3 and which is referred to the Parties by the Review Panel or referred by any Voting Member of the Review Panel in accordance with the Constitution shall be first submitted to the Registration Authority and the Registration Authority shall then calculate the administrative costs of the proposed amendment to the Agreement. Details of these administrative costs of the proposed amendment shall then be annexed to the proposed amendment when it is referred to the Parties. Any Party can declare “abstain”

or refrain from responding, such response to be interpreted as a declaration of “abstain”. Any such proposed amendment shall only become effective if and when the amendment has been approved by a written resolution to that effect signed by or on behalf of:

- 4.4.1 the holders of 65% or more of the Distribution Business Votes excluding those who declare “abstain”; and
- 4.4.2 the holders of 65% or more of the MOCOPA Operator Votes excluding those who declare “abstain”.

5. BREACHES OF THE AGREEMENT

- 5.1 A suspected non-compliance against a MOCOPA Party must be sent in writing to the Registration Authority using the format set out in Appendix 9 of the Manual. The reporting Party should be advised that their name and affiliation must be clearly shown, and the following details included:
 - The Party against whom the non-compliance is alleged;
 - The issue or incident, which should include Site and personnel details if appropriate; and
 - The nature of the non-compliance should be fully described.
- 5.2 On receipt of any suspected non-compliance against a MOCOPA Party, the Registration Authority should establish that the reporting parties name and affiliation are clearly shown; that the MOCOPA Party against whom the complaint is directed has been identified and, if relevant, details of the Site(s), personnel and circumstances in which the work was undertaken have been provided. The submission should also contain full details of the nature of the non-compliance and whether it is concerned with the workmanship, materials, technical, competency, safety issues or provision of information; including the severity of the issue, if this can be determined.
- 5.3 The Registration Authority shall investigate any material breach of this Agreement notified to it in accordance with Clause 5.1 of this Agreement and in accordance with Section 10 of the Manual.
- 5.4 The Parties agree to abide by any decision of the Registration Authority save that any directly affected Party shall have the right to appeal any decision to the Review Panel. The Review Panel shall consider any such appeal at its next meeting, and the Parties agree that any decision taken by it shall thus be final and binding.
- 5.5 Subject to Clause 5.3 of this Agreement, any Party that does not comply with the determination of the Registration Authority will be in breach of this Agreement and will be subject to Clause 8 (Term and Termination) of this Agreement.
- 5.6 Nothing in this Agreement shall affect the rights of any Customer or of any Distribution Business in respect of the determination of any dispute between that Customer and its Distribution Business arising out of the arrangements for the connection of that Customer's premises or equipment to the relevant Distribution System.

6. CALCULATION OF VOTING ENTITLEMENTS

- 6.1 Each Distribution Business shall be entitled in that capacity for all purposes of this Agreement to one Distribution Business Vote.

6.2 Each MOCOPA Operator shall be entitled in that capacity for all purposes of this Agreement to one MOCOPA Operator Vote.

6.3 For the avoidance of doubt, a Party which is both a Distribution Business and a MOCOPA Operator shall be entitled to votes under both Clause 6.1 and Clause 6.2.

7. THE REGISTRATION AUTHORITY

7.1 As at the date of this Agreement, the Registration Authority shall be the person set out in Schedule 3.

7.2 The Registration Authority shall perform the functions given to it under this Agreement in accordance with its terms and shall provide the services described in Schedule 8 in accordance with the provisions of this Agreement and the Manual.

7.3 In performing its functions under this Agreement, the Registration Authority shall comply with the directions of the Review Panel and shall consult with such other experts and interested parties as it reasonably considers appropriate.

7.4 By no later than 31st May in each year, the Registration Authority shall provide the Review Panel with an annual report, setting out the activities of the Registration Authority in relation to this Agreement in the previous twelve months to 31st March. The annual report shall include a report in relation to the Annual Audit as carried out by the Registration Authority.

7.5 Subject to Clause 7.8, the Registration Authority or any successor Registration Authority may at any time from the date of this Agreement resign as the Registration Authority having given to all other Parties to this Agreement not less than 12 months' notice of its intention to do so.

7.6 The Registration Authority may at any time be removed as the Registration Authority by means of a written resolution to that effect delivered to the Registration Authority and signed by or on behalf of:

7.6.1 the holders of 65% or more of the Distribution Business Votes; and

7.6.2 the holders of 65% or more of the MOCOPA Operator Votes.

7.7 A new Registration Authority may be appointed following any resignation or removal of the existing Registration Authority by means of a written resolution to that effect signed by or on behalf of:

7.7.1 the holders of 65% or more of the Distribution Business Votes; and

7.7.2 the holders of 65% or more of the MOCOPA Operator Votes.

7.8 Any resignation by or removal of the Registration Authority pursuant to Clause 7.5 or 7.6 shall not take effect until a successor Registration Authority shall have been appointed pursuant to Clause 7.7 and shall have accepted such appointment and entered into an Accession Agreement pursuant to Clause 10.5. Until such time, the existing Registration Authority shall continue to perform and discharge its duties and responsibilities under this Agreement until such Accession Agreement takes effect.

- 7.9 If a successor to the Registration Authority is appointed under the provisions of Clause 7.7 and enters into an Accession Agreement pursuant to Clause 10.5, the retiring or removed Registration Authority shall (subject to Clause 7.10 and save as regards any rights and obligations accrued as at the date such Accession Agreement takes effect) be discharged from any further obligations and shall have no further rights under this Agreement in its capacity as Registration Authority from the date immediately prior to which such appointment takes effect.
- 7.10 Upon a successor Registration Authority being appointed pursuant to Clause 7.7 and accepting such appointment, the retiring or removed Registration Authority shall hand over to such successor all records, manuals and other data required for the proper performance by the successor Registration Authority of its obligations under this Agreement.
- 7.11 Not earlier than 60 nor later than 40 Business Days before the commencement of each Financial Year, the Registration Authority shall produce to the Review Panel a draft budget for that Financial Year.
- 7.11.1 Following receipt by the Review Panel of each draft budget pursuant to sub-clause 7.11 the Review Panel shall consider the budget and shall use all reasonable endeavours to reach agreement on the draft budget with the Registration Authority. If the Review Panel and the Registration Authority fail to agree the draft budget within 20 Business Days of the submission of the draft budget or by 31st March (whichever is the earlier) the provisions of sub-clause 7.11.2 shall apply.
- 7.11.2 In the event of any dispute between, or failure to agree between the Review Panel and the Registration Authority as to the form or content of any draft budget (which expression shall, for the purposes of this sub-clause, include any proposed revision pursuant to sub-clause 7.11.3) pursuant to clause 7.11, the following provisions shall have effect:
- (A) pending resolution of the dispute or failure to agree the Registration Authority shall not be entitled to carry out any activities which are the subject of dispute, except in so far as necessary in order to comply with legally binding obligations which it has previously incurred in accordance with this Agreement or insofar as the carrying out of such activities falls within the terms of any previous approved Budget;
 - (B) the matter shall be referred forthwith to the Parties and if 65% of the Parties are in agreement as to the matter the subject of dispute, they shall be entitled by notice in writing to instruct the Review Panel that the approved Budget shall comprise the relevant draft budget incorporating the provisions relating to such matter determined by the Parties.
- 7.11.3 The entry by the Registration Authority into any contract, liability or commitment relating to the fulfilment of its obligations under this Agreement:
- (A) which is in excess of £2,500 and relates to an item or category of items not included in an approved Budget; or

- (B) where the actual costs to be incurred in relation to an item or a category of items set out in the Budget will exceed the figure provided for such costs set out in the Budget by more than £2,500

requires the prior written approval of the Review Panel.

- 7.12 The Registration Authority may appoint (and may at any time dismiss) the Secretary. If at any time the Registration Authority has not appointed a Secretary then the Registration Authority shall be deemed to be the Secretary.

8. TERM AND TERMINATION

- 8.1 This Agreement shall continue unless and until terminated in accordance with its terms.

- 8.2 A Party other than the Registration Authority shall be entitled to resign as a Party at any time upon 20 Business Days' notice to the Registration Authority and (save as regards any rights and obligations accrued as at the date such resignation shall take effect) such Party shall be discharged from any further obligation and have no further rights under this Agreement from the date such notice takes effect. As soon as practicable after receipt of any notification under this Clause 8.2, the Registration Authority shall notify all the Parties of such resignation. Resignation of any Party pursuant to this Clause 8.2 shall not affect that person's rights, powers, duties and obligations under either Settlement Agreement.

- 8.3 Without prejudice to any accrued rights and/or liabilities, a Party shall cease to be a Party forthwith upon the occurrence of any one or more of the following events:

- 8.3.1 subject to Clause 5, that Party is in material breach of any of its obligations under this Agreement and such breach (if it is capable of remedy) is not remedied within 20 Business Days after the Registration Authority has given notice to that Party of the occurrence thereof, giving details of the breach and requiring the same to be remedied; or

- 8.3.2 that Party:

- (A) is unable to pay its debts (within the meaning of Section 123(1) of the Insolvency Act 1986, but as if in that Section the sum of £10,000 was substituted for the sum of £750) or if any voluntary agreement is proposed in relation to it under Section 1 of that Act or enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by all the other Parties);
- (B) has a receiver (which expression shall include an administrative receiver within the meaning of Section 29 of the Insolvency Act 1986) appointed over the whole or any material part of its assets or undertaking;
- (C) has an administration order under Section 8 of the Insolvency Act 1986 made in relation to it;
- (D) passes any resolution for winding up other than a resolution previously approved in writing by all the other Parties; or

- (E) becomes subject to an order by a court of competent jurisdiction; or
- 8.3.3 in respect of any MOCOPA Operator, its Registration Certificate or Provisional Certificate is determined or revoked or otherwise ceases to be in force for any reason whatsoever.
- 8.4 Any Registration Certificate or Provisional Certificate issued to a Party shall terminate immediately upon any such Party ceasing to be a Party to this Agreement.
- 8.5 This Agreement may be terminated by means of a written resolution to that effect delivered to the Registration Authority and signed by or on behalf of:
 - 8.5.1 the holders of 65% or more of the Distribution Business Votes; and
 - 8.5.2 the holders of 65% or more of the MOCOPA Operator Votes.

9. CONFIDENTIALITY

- 9.1 Each Party agrees not to disclose or use any Confidential Information or Personal Data with which it has been provided under this Agreement for any purpose other than that for which such Confidential Information or Personal Data has been provided.
- 9.2 If the Registration Authority reasonably considers that any information provided to it by any other Party pursuant to this Agreement which is not Confidential Information, should nevertheless be treated as confidential it may restrict the disclosure of such information in such manner as it reasonably considers necessary or desirable. The Registration Authority shall ensure that prior to releasing any Confidential Information or Personal Data to any of its employees, agents or Sub-contractors the Registration Authority shall ensure that such agent or Sub-contractor is bound by an obligation no less onerous than that set out in this Clause 9 to keep such information confidential.
- 9.3 Each Party shall ensure that any information that could be considered as Personal Data under applicable Data Protection Laws, which is transferred to the Registration Authority, or any other Party, in the course of this Agreement, will be lawfully processed and transferred in accordance to applicable Data Protection Laws.
- 9.4 The Registration Authority agrees to process Personal Data collected in the course of this Agreement, especially during audits, with the highest standards of care, and at any time in accordance to applicable Data Protection Laws. Especially, the Registration Authority shall:
 - 9.4.1 Not process Personal Data for any other purpose than it has been provided under this Agreement and the Appendices herein;
 - 9.4.2 Not share Personal Data with any third Party, unless required by law;
 - 9.4.3 Store Confidential Information and Personal Data with appropriate technical and organisational security measures;
 - 9.4.4 Comply with any request from any Party to this Agreement in relation to the exercise of the rights of data subjects or to a query from a Supervisory Authority;
 - 9.4.5 Return or destroy the data after the end of this Agreement, as instructed by a Party;

- 9.4.6 Report immediately a suspected or confirmed data breach to the concerned Party; or
- 9.4.7 Not appoint any sub-processor to process the Personal Data, without the written consent of the other Parties. Such sub-processor must adhere to privacy and security measures no less stringent than set in this Clause.

10. ADDITIONAL PARTIES

- 10.1 The Parties shall admit any New Party (not, for the avoidance of doubt, being a successor Registration Authority) as an additional Party to this Agreement in accordance with this Clause 10. For these purposes, the Registration Authority shall prepare an Accession Agreement and shall sign and deliver the Accession Agreement on behalf of all Parties other than the New Party and the New Party shall also execute and deliver the Accession Agreement and subject to the terms and conditions of this Agreement, the New Party shall become a Party for all purposes of this Agreement with effect from the date specified in such Accession Agreement (and, if no such date is specified, the date of such Accession Agreement).
- 10.2 The New Party shall pay all reasonable costs and expenses associated with the preparation, execution and delivery of its Accession Agreement.
- 10.3 Each Party hereby authorises and instructs the Registration Authority to sign on its behalf any Accession Agreement and undertakes not to withdraw, qualify or revoke such authority and instruction at any time.
- 10.4 The Registration Authority shall promptly notify all other Parties of the execution and delivery of each Accession Agreement.
- 10.5 Any successor Registration Authority requiring to be admitted as a Party in that capacity shall be so admitted by way of Accession Agreement modified insofar as is necessary to take account of the capacity in which such successor is to be admitted. The provisions of Clauses 10.1 to 10.4 inclusive shall apply mutatis mutandis to any such admission. For the avoidance of doubt, the obligations of the Registration Authority under those Clauses shall be undertaken by the Registration Authority that is retiring or being removed.
- 10.6 If a New Party wishes to become a MOCOPA Operator, the following provisions of this Clause 10.6 shall apply:
 - 10.6.1 if the New Party had not been issued with an Old Certificate, or if it had been issued with an Old Certificate, but applies to become a Party later than 3 months after the date hereof, such New Party shall provide to the Registration Authority such information as the Registration Authority shall consider appropriate to enable it to determine whether to issue a Provisional Certificate to the New Party. Having reviewed such information, the Registration Authority shall either:
 - (A) issue a Provisional Certificate to the New Party; or
 - (B) notify the New Party that it does not consider it appropriate to issue a Provisional Certificate,

in each case as soon as reasonably practicable. If the Registration Authority notifies the New Party that it is not appropriate to issue a Provisional Certificate to it under Clause (B) above, that New Party shall cease to be a Party to the Agreement with effect from such notification. Each New Party agrees that the Registration Authority's decision under this Clause 10.6.1 shall be final and binding upon it;

10.6.2 once a MOCOPA Operator has been issued with a Provisional Certificate, the MOCOPA Operator shall provide to the Registration Authority such information as the Registration Authority shall consider appropriate to enable it to determine whether to issue a Registration Certificate to the MOCOPA Operator. Having reviewed such information, the Registration Authority shall either:

- (A) issue a Registration Certificate; or
- (B) notify the MOCOPA Operator that it does not consider it appropriate to issue a Registration Certificate,

in each case as soon as reasonably practicable. If the Registration Authority notifies the MOCOPA Operator that it is not appropriate to issue a Registration Certificate to it under sub-Clause (B) above, that MOCOPA Operator shall cease to be a Party to the Agreement with effect from such notification. Each MOCOPA Operator agrees that the Registration Authority's decision under this Clause 10.6.2 shall be final and binding upon it; and

10.6.3 in each case, a New MOCOPA Operator shall become a MOCOPA Operator with effect from the date of receipt by it of a Provisional Certificate or Registration Certificate, as appropriate.

11. LIMITATION OF LIABILITY

11.1 Subject to Clause 11.5, and save as provided in this Clause 11.1 and Clause 11.2, no Party nor any of its officers, employees or agents shall be liable to any other Party for any act or omission of that Party, its officers, employees or agents or for loss arising from any breach of this Agreement other than for loss directly resulting from such breach and which at the date hereof was reasonably foreseeable as likely to result in the ordinary course of events from such breach in respect of physical damage to the property of the other Party, its officers, employees or agents provided that the liability of any Party in respect of claims for such loss arising shall not exceed £1,000,000 per incident or series of related incidents.

11.2 Nothing in this Agreement shall exclude or limit the liability of any Party for death or personal injury resulting from the negligence of that Party or any of its officers, employees or agents and that Party shall indemnify and keep indemnified the other Parties, their officers, employees or agents from and against all such and any loss or liability which another Party may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of that Party or any of its officers, employees or agents.

11.3 Subject to Clauses 11.2 and 11.5, no Party, nor any of its officers, employees or agents shall in any circumstances whatsoever be liable to another Party for:

- 11.3.1 any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill;
or
- 11.3.2 any indirect or consequential loss; or
- 11.3.3 loss resulting from the liability of another Party to any other person howsoever
and whensoever arising save as provided in Clause 11.2.
- 11.4 The rights and remedies provided by this Agreement are exclusive and not cumulative
and exclude and are in place of all substantive (but not procedural) rights or remedies
express or implied and provided by common law or statute in respect of the subject
matter of this Agreement, including any rights any Party may possess in tort or delict
which shall include actions brought in negligence and/or nuisance. Accordingly, each
of the Parties hereby waives to the fullest extent possible all such rights and remedies
provided by common law or statute, and releases the Party liable, its officers, employees
and agents to the same extent from all duties, liabilities, responsibilities or obligations
provided by common law or statute in respect of the matters dealt with in this Agreement
and undertakes not to enforce any of the same except as expressly provided herein.
- 11.5 Save as otherwise expressly provided in this Agreement, this Clause 11 insofar as it
excludes or limits liability shall override any other provision of this Agreement,
provided that nothing in this Clause 11 shall exclude or restrict or otherwise prejudice
or affect any of:
 - 11.5.1 the rights, powers, duties and obligations of any Party which are conferred or
created by the Act, any licence granted pursuant to the Act or any regulations
made pursuant to the Act; or
 - 11.5.2 the rights, powers, duties and obligations of the Authority or the Secretary of
State under the Act, any licence granted pursuant to the Act or otherwise
howsoever; or
 - 11.5.3 more specifically, the individual Parties' duty of care and obligations under
health and safety legislation and other legislation relevant to the Agreement.
- 11.6 Each of the Sub-clauses of this Clause 11 shall:
 - 11.6.1 be construed as a separate and severable contract term, and if one or more of
such sub-clauses is held to be invalid, unlawful or otherwise unenforceable the
other or others of such sub-clauses shall remain in full force and effect and shall
continue to bind the Parties; and
 - 11.6.2 survive termination of this Agreement.
- 11.7 Each Party hereby acknowledges and agrees that the provisions of this Clause 11 have
been the subject of discussion and negotiation and are fair and reasonable having regard
to the circumstances as at the date of this Agreement.
- 11.8 For the avoidance of doubt, nothing in this Clause 11 shall prevent or restrict either
Party enforcing any obligation (including suing for a debt) owed to it under or pursuant
to this Agreement.

12. ASSIGNMENT AND DELEGATION

- 12.1 No Party may assign the benefit or burden of this Agreement to any person which is not a Party to this Agreement without the prior written consent of 65% or more of the Distribution Business Parties and 65% or more of the MOCOPA Operator Parties.
- 12.2 The Registration Authority may from time to time delegate the performance of its rights and duties to such other person or persons as shall be agreed between the Registration Authority and the Review Panel and on such terms and conditions as the Registration Authority and the Review Panel agree. If it does so, the Registration Authority shall require that in the performance of the delegated rights and duties such delegate shall comply with any written instructions as may be notified to it from time to time by the Registration Authority. The Registration Authority may at any time, subject to the approval of the Review Panel, revoke any such appointment or delegation or vary any such instructions. For the avoidance of doubt, no such delegation by the Registration Authority shall relieve the Registration Authority of any of its obligations under this Agreement and the Registration Authority shall be responsible for all actions, decisions or omissions of such delegate under the terms of the Agreement.

13. FORCE MAJEURE

- 13.1 If any Party (the "Affected Party") shall be unable to carry out any of its obligations under this Agreement due to a circumstance of Force Majeure this Agreement shall remain in effect but the Affected Party's relevant obligations and the obligations of any other Party owed to the Affected Party under this Agreement and any other obligations of such other Parties under this Agreement owed inter se which the relevant Party is unable to carry out directly or as a result of the suspension of the Affected Party's obligations shall be suspended without liability for the period during which the circumstance of Force Majeure prevails provided that:
- 13.1.1 the Affected Party gives such other Parties prompt notice describing the circumstance of Force Majeure including the nature of the occurrence and its expected duration and where reasonably practicable continues to furnish regular reports with respect thereto during the period of Force Majeure;
- 13.1.2 the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 13.1.3 no obligations of any Party that arose before the circumstance of Force Majeure causing the suspension of performance are excused as a result of the circumstance of Force Majeure;
- 13.1.4 the Affected Party uses all reasonable efforts to mitigate the impact of the circumstance of Force Majeure and to remedy its inability to perform; and
- 13.1.5 immediately after the end of the circumstance of Force Majeure the Affected Party notifies other relevant Parties in writing of the same and each Party resumes performance of its obligations under this Agreement.

14. VARIATION

Except as otherwise provided in Clause 4, no amendment or variation to this Agreement shall be effective unless made in writing and signed by all the Parties.

15. FURTHER ASSURANCES

Each Party shall execute such documents and do such acts as are reasonably necessary to implement the terms of this Agreement.

16. ARBITRATION

- 16.1 Except in respect of any dispute or difference involving the Registration Authority, save where expressly stated in this Agreement to the contrary and subject to any contrary provision of the Act or any licence issued pursuant to the Act or the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act, any such licence or otherwise howsoever, any dispute or difference of whatever nature howsoever arising under, out of or in connection with this Agreement between any one or more Parties shall be and is hereby referred to arbitration pursuant to the arbitration rules of the Electricity Arbitration Association in force from time to time.
- 16.2 Whatever the nationality, residence or domicile of any Party and wherever the dispute or difference or any part thereof arose the law of England shall be the proper law of any reference to arbitration hereunder and in particular (but not so as to derogate from the generality of the foregoing) the seat of any such arbitration shall be England and Wales and the provisions of the Arbitration Act 1996 shall apply to any such arbitration wherever the same or any part of it shall be conducted.
- 16.3 Subject always to Clause 16.6, if any third Party brings any legal proceedings in any court (as defined in the Rules of the Supreme Court 1965 and in the County Courts Act 1984) against one or more persons, any of which is a Party (the "Defendant Contracting Party"), and the Defendant Contracting Party wishes to make a Third Party Claim (as defined in Clause 16.5) against any other Party (a "Contracting Party") which would but for this Clause 16.3 have been a dispute or difference referred to arbitration by virtue of Clause 16.1 then, the provisions of Clause 16.1 shall not apply and the court in which the legal proceedings have been commenced shall hear and completely determine and adjudicate upon the legal proceedings and the Third Party Claim not only between the third Party and the Defendant Contracting Party but also between either or both of them and any other Contracting Party whether by way of third Party proceedings (pursuant to the Rules of the Supreme Court 1965 or the County Court Rules 1981) or otherwise as may be ordered by the court.
- 16.4 Where a Defendant Contracting Party makes a Third Party Claim against any Contracting Party and such Contracting Party wishes to make a Third Party Claim against a further Contracting Party the provisions of Clause 16.3 shall apply mutatis mutandis as if such Contracting Party had been the Defendant Contracting Party and similarly in relation to any such further Contracting Party.
- 16.5 For the purposes of this Clause 16 "Third Party Claim" shall mean:
- 16.5.1 any claim by a Defendant Contracting Party against a Contracting Party (whether or not already a Party to the legal proceedings) for any contribution or indemnity; or
 - 16.5.2 any claim by a Defendant Contracting Party against such a Contracting Party for any relief or remedy relating to or connected with the subject matter of the legal

proceedings and substantially the same as some relief or remedy claimed by the third Party; or

16.5.3 any requirement by a Defendant Contracting Party that any question or issue relating to or connected with the subject matter of the legal proceedings should be determined not only as between the third Party and the Defendant Contracting Party but also as between either or both of them and a Contracting Party (whether or not already a Party to the legal proceedings).

16.6 Clause 16.3 shall apply only if at the time the legal proceedings are commenced no arbitration has been commenced between the Defendant Contracting Party and another Contracting Party raising or involving the same or substantially the same issues as would be raised by or involved in the Third Party Claim. The tribunal in any arbitration which has been commenced prior to the commencement of legal proceedings shall determine the question, in the event of dispute, whether the issues raised or involved are the same or substantially the same.

17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement shall be governed by and construed in all respects in accordance with the law of England and Wales.

17.2 Each Party agrees that without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other Party notice) may be served on any Party by being delivered to or left for that Party at its address for service of notices determined in accordance with Clause 20.4 and each Party undertakes to maintain such an address at all times in the United Kingdom and to notify the other Party in advance of any change from time to time of the details of such address in the manner prescribed in Schedules 1 and 2.

18. AREA IN WHICH THE AGREEMENT IS APPLICABLE

This Agreement shall be applicable and enforceable in respect of meter operation and associated activities performed by each MOCOPA Operator when operating upon or on equipment connected to the Distribution System of a Party to this Agreement in the capacity of Distribution Business from time to time.

19. COUNTERPARTS

19.1 This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

19.2 The original signed Agreement, Accession Agreements and any signed supplements to the Agreement shall be retained by the Registration Authority. The Registration Authority may delegate such retention to the Secretary or any other such person as it appoints and advises to the Parties.

19.3 The Registration Authority will, as the custodian of the signed copies of the Agreement, advise all parties which are signatories to the Agreement of any Parties signing, acceding to or withdrawing from the Agreement or which have signed supplements to

the Agreement within 10 Business Days after the date of accession to or withdrawal from the Agreement, as the case may be.

20. MISCELLANEOUS

20.1 Entire Agreement

20.1.1 This Agreement and any document referred to herein represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the parties with respect thereto and without prejudice to the generality of the foregoing excludes any warranty, condition or other undertaking implied at law or by custom.

20.1.2 Each Party confirms that, except as provided in this Agreement and without prejudice to any liability for fraudulent misrepresentation, no Party has relied on any representation, warranty or undertaking which is not contained in this Agreement or any document referred to herein.

20.2 Severability

If any provision of this Agreement shall be held to be invalid or unenforceable by a judgement or decision of any court of competent jurisdiction or any authority (including the Authority) whose decisions shall be binding on the parties, the same shall be deemed to be severable and the remainder of this Agreement shall remain valid and enforceable to the fullest extent permitted by law. In any such case, the parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of this Agreement.

20.3 Waivers

The failure by any Party to exercise, or the delay by any Party in exercising, any right, power, privilege or remedy provided by this Agreement or by law shall not constitute a waiver thereof nor of any other right, power, privilege or remedy. No single or partial exercise of any such right, power, privilege or remedy shall preclude any further exercise thereof or the exercise of any other right, power, privilege or remedy.

20.4 Notices

20.4.1 Any notice, demand, certificate or other communication required to be given or sent under this Agreement shall be in writing and either delivered personally or by first class post or email.

20.4.2 Any notice or other communication to be given by one Party to another under, or in connection with the matters contemplated by, this Agreement shall be addressed to the recipient and sent to the address (set out in Schedule 1, 2 or 3, as the case may be) or email address of such other Party given in this Agreement for the purpose and marked for the attention of the person so given or to such other address and/or email address and/or marked for such other attention as such other Party may from time to time specify by notice given in accordance with this Clause to the Party giving the relevant notice or other communication to it.

20.4.3 A notice or other form of communication shall be deemed to have been served as follows:

- (A) if given or delivered personally at the time when given or delivered;
- (B) if sent by pre-paid first-class post at the expiration of forty-eight hours after the document was delivered into the custody of the postal authorities; and
- (C) if sent by email, upon production of a “read receipt” from the recipient.

In proving such service, it shall be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed as set out above and delivered into the custody of the postal authorities as a pre-paid first class letter as the case may be.

20.5 Contracts (Rights of Third Parties) Act 1999

Each Party confirms that no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Agreement.

SCHEDULE 1 - DISTRIBUTION BUSINESSES

Electricity North West Limited Borron Street, Stockport, England, SK1 2JD Registered No: 02366949 Distributor Short Code 16
Energy Assets Networks Limited Ship Canal House 98 King Street Manchester M2 4WU Registered No: 10068882 Distributor Short Code 32
ESP Electricity Limited 1 st Floor Bluebird House Mole Business Park Leatherhead Surrey KT22 7BA Registered Number 04718806 Distributor Short Code 25
Fulcrum Electricity Assets Limited 2 Europa View Sheffield Business Park Sheffield S9 1XH Registered Number 08019627 Distributor Short Code 35
Harlaxton Energy Networks Limited Toll Bar Road Marston Grantham Lincolnshire NG32 2HT Registered No: 07330883 Distributor Short Code 29

Independent Power Networks Limited Synergy House Windmill Avenue Woolpit Bury St Edmunds Suffolk IP30 9UP	
Registered No:	04935008
Distributor Short Code	24
Last Mile Electricity Limited Fenick House Lister Way Hamilton International Technology Park Glasgow Scotland G72 0FT	
Registered No:	SC234694
Distributor Short Code	26
Leep Electricity Networks Limited The Greenhouse Media City UK Salford M50 2EQ	
Registered No:	06684589
Distributor Short Code	30
Northern Powergrid (Northeast) PLC Lloyds Court 78 Grey Street Newcastle-upon-Tyne NE1 6AF	
Registered No:	02906593
Distributor Short Code	15
Northern Powergrid (Yorkshire) PLC Lloyds Court 78 Grey Street Newcastle-upon-Tyne NE1 6AF	
Registered No:	04112320
Distributor Short Code	23

Scottish Hydro-Electric Power Distribution PLC Inveralmond House 200 Dunkeld Road Perth PH1 3AQ. Registered No: SC213460 Distributor Short Code 17	
Southern Electric Power Distribution PLC No.1 Forbury Place 43 Forbury Road Reading RG1 3JH Registered No: 04094290 Distributor Short Code 20	
SP Distribution PLC 320 St. Vincent Street Glasgow Scotland G2 5AD Registered No: SC189125 Distributor Short Code 18	
SP Manweb PLC 3 Prenton Way Prenton CH43 3ET Registered No: 02366937 Distributor Short Code 13	
The Electricity Network Company Limited Synergy House Windmill Avenue Woolpit Bury St Edmunds Suffolk IP30 9UP Registered No: 05581824 Distributor Short Code 27	
UK Power Distribution Limited 22-26 King Street Kings Lynn Norfolk PE30 1HJ Registered No: 06339585 Distributor Short Code 31	

UK Power Networks (Eastern Power Networks) PLC Newington House 237 Southwark Bridge Road London SE1 6NP Registered No: 02366906 Distributor Short Code 10	
UK Power Networks (London Power Networks) PLC Newington House 237 Southwark Bridge Road London SE1 6NP Registered No: 03929195 Distributor Short Code 12	
UK Power Networks (South Eastern Power Networks) PLC Newington House 237 Southwark Bridge Road London SE1 6NP Registered No: 03043097 Distributor Short Code 19	
Vattenfall Networks Limited 1 Tudor Street London EC4Y 0AH Registered No: 02731769 Distributor Short Code 36	
Western Power Distribution (East Midlands) PLC Avonbank Feeder Road Bristol BS2 0TB Registered No: 02366923 Distributor Short Code 11	
Western Power Distribution (South Wales) PLC Avonbank Feeder Road Bristol BS2 0TB Registered No: 02366985 Distributor Short Code 21	

Western Power Distribution (South West) PLC

Avonbank

Feeder Road

Bristol

BS2 0TB

Registered No: 02366894

Distributor Short Code 22

Western Power Distribution (West Midlands) PLC

Avonbank

Feeder Road

Bristol

BS2 0TB

Registered No: 03600574

Distributor Short Code 14

SCHEDULE 2 - MOCOPA OPERATORS

Actavo Network Solutions (UK) Limited Unit C Cedar Court Office Park Denby Dale Road Calder Grove Wakefield WF4 3QZ Registered No: 07974554
AES Smart Metering Limited 1st Floor 94 Silver Street Enfield Middlesex EN1 3EP Registered No: 08568952
Amey Metering Limited Chancery Exchange, 10 Furnival Street, London, EC4A 1AB Registered No: 03131192
BES Metering Services Limited Parkside Stand Fleetwood Town Football Club Park Avenue Fleetwood Lancashire FY7 6TX Registered No: 12012624
Bespoke Metering Solutions Limited Unit 6 Glover Network Centre Spire Road Washington NE37 3HB Registered No: 10670768

Blue Square Utilities Limited Clervaux Exchange Clervaux Terrace Jarrow River Tyne NE32 5UP Registered No: 10717009
British Gas Trading Limited Millstream Maidenhead Road Windsor Berkshire SL4 5GD Registered No: 03078711
CH4 Gas Utility and Maintenance Services Limited Prennau House Copse Walk Cardiff Gat Business Park Pontprennau Cardiff CF23 8XH Registered No: 07541243
City Energy Network Limited Coptic House Mount Stuart Square Cardiff CF10 5EE Registered No: 07889412
Complete Metering Services Limited 3 Downs Cote Gardens, Bristol, BS9 3TT Registered No: 11403156
Cullis Engineering Services Limited St Georges House 14 George Street Huntingdon Cambridgeshire PE29 3GH Registered No: 04651236

E.ON Energy Solutions Limited Westwood Way Westwood Business Park Coventry CV4 8LG Registered No: 03407430
EDF Energy Customers Limited 90 Whitfield Street London W1T 4EZ Registered No: 02228297
Energise Energy Solutions Limited Unit 1a Aviator Court First Avenue Auckley Doncaster South Yorkshire DN9 3QZ Registered No: 11595551
Energy Assets Limited Trading as BGlobal Metering Limited Ship Canal House 98 King Street Manchester M2 4WU Registered No: 04945062
Fulcrum Metering Services Limited 2 Europa View Sheffield Business Park Sheffield S9 1XH Registered No: 10191617
Haste Limited 29 Creek Road Hayling Island Hampshire PO11 9QZ Registered No: 03440010

IMServ Europe Limited Stafford Park 5 Telford Shropshire TF3 3BL Registered No: 02749624
OVO Field Force LTD 1 Rivergate Temple Quay Bristol BS1 6ED Registered No: 08785057
Lowri Beck Services Limited Building B Swan Meadow Road, Wigan WN3 5BB Registered No: 03364728
Magnum Utilities Limited Atria Spa Road Bolton Manchester BL1 4AG Registered No: 09415883
Momentum Utility Services Limited The Coach House Itton Chepstow NP16 6BP Registered No: 11146104
Morrison Data Services Limited Abel Smith House Gunnels Wood Road Stevenage Hertfordshire SG1 2ST Registered No. 03076187

Morrison Utility Services Limited Abel Smith House Gunnels Wood Road Stevenage Hertfordshire SG1 2ST Registered No: 04530602
Novus Utility Services Limited Revilo House Suite 3 Bridgefold Road Rochdale OL11 5BX Registered No: 12181493
npower Northern Limited Windmill Hill Business Park Whitehill Way Swindon SN5 6PB Registered No: 03432100
Providor Limited Unit 1 Yardley Business Park Luckyn Lane Basildon Essex SS14 3BZ Registered No: 03554820
Quality Heating Services Limited 3rd Floor 107-109 Great Portland Street London W1W 6QG Registered No: 03014826
Safe Gas Network Limited 36-40 Doncaster Road Barnsley England S70 1TL Registered No: 08938564

Siemens PLC Faraday House Sir William Siemens Square Frimley Camberley Surrey GU16 8QD Registered No: 00727817
Smarter Metering Services Limited Unit 15 Smarter House Sam Alper Court Depot Road Newmarket Suffolk CB8 0GS Registered No: 08199749
Smartworks Metering Limited Unit 18 Willow Court West Quay Road Winwick Warrington WA2 8UF Registered No: 09845307
SMS Energy Services Limited Prennau House Copse Walk Cardiff Gate Business Park Pontprennau Cardiff CF23 8XH Registered No: 03197379
SP Dataserve Limited 320 St Vincent Street Glasgow Scotland G2 5AD Registered No: SC215842
OVO (S) Metering Limited Grampian House, 200 Dunkeld Road, Perthshire, Scotland PH1 3AQ Registered No: SC318950

Total Metering Limited Trading as Octopus Energy Services Limited 6th Floor 33, Holborn, London EC1N 2HT Registered No: 10434397
Trojan Utilities Limited Prennau House Copse Walk Cardiff Gate Business Park Pontprennau Cardiff CF23 8XH Registered No: 07790830
Utilita Field Service Limited Hutwood Court Bournemouth Road Chandler's Ford Eastleigh Hampshire SO53 3QB Registered No: 05852899
Utility Smart Metering Limited Evenden Billingsgate South Somercoats Louth LN11 7BQ Registered No: 10710311
UW Home Services Limited Network HQ 508 Edgware Road The Hyde London NW9 5AB Registered No: 11427082
Vital Power Services Limited The Mill South Hall Street Manchester M5 4TP Registered No: 08763498

WPD Smart Metering Limited

Avonbank

Feeder Road

Bristol

BS2 0TB

Registered No: 07139151

SCHEDULE 3 - REGISTRATION AUTHORITY

Gemserv Limited

Address: 8 Fenchurch Place, London, EC3M 4AJ

Email: mocopa@gemserv.com

Telephone number: 020 7191 1753

SCHEDULE 4 - FORM OF ACCESSION AGREEMENT

THIS ACCESSION AGREEMENT is made on [] **BETWEEN:**

- (1) [], a company incorporated with limited liability with registered number [], having its registered office at [] (the "New Party"); and
- (2) [] (the "Registration Authority") on behalf of all the Parties to the Meter Operation Code of Practice Agreement referred to below.

WHEREAS:

- (A) By an agreement dated [] made between the Distribution Businesses named therein (1), the MOCOPA Operators named therein (2), and the Registration Authority named therein (3) (as amended, varied, supplemented, modified or suspended) (the "Agreement") the Parties agreed, among other things, to give effect to and be bound by the Agreement.
- (B) The New Party has requested that it be admitted as a Party in accordance with Clause 10 of the Agreement and each of the Parties hereby agrees to such admission.

IT IS HEREBY AGREED as follows:

- (1) Unless the context otherwise requires, words and expressions defined in the Agreement shall bear the same meanings respectively when used herein.
- (2) The Registration Authority (acting on behalf of each of the Parties) hereby admits the New Party as an additional Party under the Agreement on the terms and conditions hereof and with effect from [insert effective date of admission.]
- (3) The New Party hereby accepts its admission as a Party and undertakes with the Registration Authority (acting on behalf of each of the Parties) to perform and to be bound by the terms and conditions of the Agreement as a Party in the capacity in which it is admitted as from [insert effective date of admission.]
- (4) For all purposes in connection with the Agreement the New Party shall as from [insert effective date of admission] be treated as if it had been a signatory of the Agreement as a [Distribution Business/MOCOPA Operator/Registration Authority¹], and as if this Accession Agreement were part of the Agreement, and the rights and obligations of the Parties shall be construed accordingly.
- (5) This Accession Agreement and the Agreement shall be read and construed as one document and references in the Agreement to the Agreement (howsoever expressed) shall be read and construed as references to the Agreement and this Accession Agreement.

¹ Delete as appropriate

(6) This Accession Agreement shall be governed by and construed in all respects in accordance with English law and the provisions of Clause 17 of the Agreement shall apply hereto mutatis mutandis.

(7) We hereby represent and warrant to the Parties that:

- (a) we are duly organised and validly existing under the laws of the jurisdiction of our organisation or incorporation;
- (b) we have the power to execute and deliver this Accession Agreement and to perform our obligations hereunder and under the Agreement and we have taken all necessary action to authorise such execution, delivery and performance; and
- (c) such execution, delivery and performance do not violate or conflict with any law applicable to us, any provision of our constitutional documents, any order or judgement of any court or other agency of government applicable to us or any of our assets or any contractual restrictions on or affecting us or any of our assets.

We confirm that these representations and warranties will also be true and correct in all material respects at the date of our admission as a New Party.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written [New Party]

Signed by [] by its authorised signatory

Signature

Name

Title

Signed by the Registration Authority by its authorised signatory

Signature

Name

Title

SCHEDULE 5 - SAFETY, TECHNICAL AND INTERFACE REQUIREMENTS

(the "Requirements")

Table of Contents of the Requirements

1. REQUIREMENTS APPLICABLE TO MOCOPA OPERATORS AT THE COMPANY LEVEL.....	52
1.1 Safety Requirements.....	52
1.2 Technical Requirements	53
1.3 Operating Requirements	55
1.4 Administrative and other requirements	56
2. REQUIREMENTS APPLICABLE TO METER OPERATIVES AT SITE LEVEL	58
2.1 Introduction	58
2.2 Safety Requirements.....	58
2.3 Technical Requirements	60
2.4 Documentation and Records.....	61
2.5 Recommended On-Site Working Procedures.....	61
3. OBLIGATIONS AND RIGHTS OF THE DISTRIBUTION BUSINESS	62
3.1 General Safety	62
3.2 Access to Distribution Business Equipment.....	62
3.3 Operational Liaison	63
3.4 Provision of Information	63
3.5 Maintained Status of Information.....	64
3.6 Re-Sealing of Equipment	64
3.7 Repair of reported dangerous situations, defects or hazards	64
4. ON-SITE INTERFACE CONSIDERATIONS	64
4.1 Typical Installations	65
4.2 Operational Interaction between MOCOPA Operator and Distribution Business Staff.....	66
4.3 Business and Other Interactions	69
4.4 Recovery of Costs.....	71
5. NEW METERING POINTS	72
6. MODIFICATIONS	74
6.1 Effect	74
6.2 Service Alterations	74
6.3 Changes made to the Distribution System by the Distribution Business	74
6.4 Changes made to the Metering Equipment by the MOCOPA Operator	77
7. RECONNECTION OF SUPPLIES AND ADDITION OF CUSTOMER CIRCUITS	77
APPENDIX 1 - REFERENCES.....	79
APPENDIX 2 - EXCHANGE OF INFORMATION BETWEEN DISTRIBUTION BUSINESSES AND MOCOPA OPERATORS	81
APPENDIX 3 – NOT IN USE	90
APPENDIX 4 - DECISION CHART FOR RISK ASSESSMENT OF ON SITE WORKS ...	91
APPENDIX 5 - MODEL FORM OF DOCUMENT RELATING TO COMPETENCY	92
APPENDIX 6 - GENERIC OPERATIONAL AND SAFETY CONSIDERATIONS AT THE DISTRIBUTION BUSINESS/ MOCOPA OPERATOR INTERFACE.....	93

APPENDIX 7 -GUIDELINES FOR THE ASSESSMENT OF COMPETENCY OF METER OPERATIVES	97
APPENDIX 8 - REQUIREMENTS FOR THE SEALING OF METERING EQUIPMENT AND RELATED DISTRIBUTION BUSINESS EQUIPMENT BY MOCOPA PARTIES .	101
APPENDIX 9 - MOCOPA OPERATOR AND DISTRIBUTION BUSINESSES SEALING IDENTIFICATION	108
APPENDIX 10 - GUIDANCE FOR THE ACTIONS TO BE TAKEN WHERE CT/VT DETAILS ARE NOT AVAILABLE	109
APPENDIX 11 - CABLE IDENTIFICATION.....	112
APPENDIX 12 - CUSTOMER’S ELECTRICAL EQUIPMENT CHECKLIST	114
APPENDIX 13 – EARTHING OF CURRENT TRANSFORMERS	117

SAFETY, TECHNICAL AND INTERFACE REQUIREMENTS

(the "Requirements")

SCOPE

The MOCOPA covers the installation, operation and maintenance of electrical Metering Equipment by MOCOPA Operators and Distribution Businesses. It also covers safety and technical requirements relevant to meter operation and the interface between MOCOPA Operators and Distribution Businesses. It specifies the requirements for the mutual exchange of information between MOCOPA Operators and Distribution Businesses necessary to satisfy the safety and business needs of both parties and provides the means for this exchange via the MOCOPA Website.

Meter operation services relating to private networks may not be within the scope of these Requirements.

MOCOPA Operators:

All MOCOPA Operators must hold a Registration Certificate or Provisional Certificate issued by the Registration Authority. This Registration Certificate authorises the MOCOPA Operator to work in accordance with the MOCOPA.

A MOCOPA Operator is only able to break the seals on and work upon Metering Equipment and Distribution Business Equipment, if:

- (a) at the relevant Metering Point, they are the appointed MOCOPA Operator and are instructed by the electricity Supplier appointed to the relevant Metering Point; or,
- (b) for whole current metering only, at the relevant Metering Point, they are not the appointed MOCOPA Operator, but they are required, by a third Party electricity Supplier or by the gas Supplier responsible under the Use of System Agreement for the equipment used for the communications with gas meters at the Site, to carry out the following work at the Metering Point (excluding replacing meters):
 - i. Minimal reposition of third Party Supplier's meter in communal meter position, to accommodate space for appointed smart meter installation;
 - ii. Work on looped neutral(s) on Metering Equipment;
 - iii. Work on a shared supply;
 - iv. Investigation/remedial revenue protection work;
 - v. Installation of an isolator; and/or
 - vi. Install, operate, inspect, maintain, repair, renew, reposition, replace and/or remove equipment used for communications with gas meters at the Site (including minimal repositioning of electricity metering equipment as allowed under Use of System Agreement).

The Registration Certificate also allows the MOCOPA Operator to break and re-seal Distribution Businesses equipment providing that the Meter Operative has been adequately trained and assessed to carry out this work. The MOCOPA Operator should ensure they comply with any individual Distribution Business requirements.

Distribution Businesses

The principles contained within the MOCOPA form the basis of good practice for meter installation and the operation and maintenance of the Metering Equipment attached to distribution networks.

Any individual Distribution Business's safety information relevant to MOCOPA Operators should be provided to MOCOPA Operators via the MOCOPA Website to ensure the on-going safety of Meter Operatives. This generic safety information must be reviewed at least annually. Additionally, a Distribution Business should provide site specific information directly to a MOCOPA Operator as and when requested by the MOCOPA Operator.

The information given in sections dealing with safety responsibilities is for guidance only and is not intended to be exhaustive, nor as a substitute for the legislation concerned.

Compliance with the Requirements does not discharge any of the Parties' liabilities under general law, including their general duties of care, or any of the Parties' obligations under health and safety legislation or any other relevant legislation. No Party should rely on any of the statements in the Requirements as giving any guidance on that Party's legal liabilities and each Party should take its own advice as to the nature and extent of its legal liabilities. To the extent that any provisions of this Agreement conflict with or are inconsistent with the general law, no Party shall be in breach of this Agreement if it complies with the general law.

1. REQUIREMENTS APPLICABLE TO MOCOPA OPERATORS AT THE COMPANY LEVEL

1.1 Safety Requirements

1.1.1 General

As employers, Distribution Businesses and MOCOPA Operators have a general duty of care both to their employees and to other persons whose safety may be affected by their work. These duties are more specifically stated within the Health and Safety at Work etc Act, 1974, and all subordinate and associated legislation.

1.1.2 Electricity at Work

Certain specific duties of the MOCOPA Operator, as an employer, regarding work activities on or near electrical installations (in so far as they relate to matters that are within its control), are set out in the Electricity at Work Regulations 1989, as amended. These duties include requirements to provide safe systems of work and to utilise safe practices and suitable protective equipment. Where a Meter Operative works at a Site for a Customer, the MOCOPA Operator will have direct responsibility for its Meter Operatives, whilst the Customer will have responsibilities for the Site in general (e.g. safe access and egress).

Special regulations apply in the case of quarries and mines (where substations supplying the latter are not classified as separate premises). In these cases, the relevant Site manager will need to be consulted regarding safety requirements.

1.1.3 Distribution Safety Rules

Work on or in the vicinity of Distribution Business Equipment by the staff or agents of the relevant Distribution Business is governed by the relevant Distribution Safety Rules. MOCOPA Operators shall ensure, if their Meter Operatives are called upon to work with the Distribution Business under conditions requiring compliance with the Distribution Safety Rules (as described in paragraph 4.2.2 below), that the Meter Operatives are sufficiently trained.

1.1.4 Operation Liaison

For the purpose of operational, safety, technical and escalation liaison, the MOCOPA Operator shall nominate one or more representatives to offer a "point of contact" with the Distribution Business and shall notify the Distribution Business as part of the provision of MOCOPA Operator information (paragraph A2.4 of Appendix 2). This MOCOPA Operator information shall be provided on the MOCOPA Website. This may be achieved by providing a link to the appropriate page of the MOCOPA Operator's website.

1.1.5 Operational Restrictions and Reporting

Where a Distribution Business notifies a MOCOPA Operator of any operational restrictions relating to plant or access, the MOCOPA Operator shall ensure that

this information is passed on to any affected Meter Operatives. The MOCOPA Operator shall also ensure that its Meter Operatives are aware of their responsibility to report to the Distribution Business any dangerous situations, defects or asset condition information which they encounter pertaining to its equipment or Sites in line with the DCUSA requirement for reporting such issues.

1.1.6 Safety Knowledge and Experience

MOCOPA Operators shall ensure that their Meter Operatives understand their responsibilities under the Electricity at Work Regulations 1989 (as amended) and have a sufficient level of knowledge and experience to avoid danger or injury (as indicated in Regulation 16 thereof) appropriate to the risk inherent in the work for which they are registered as competent (see also paragraph 1.4.2 below).

1.1.7 Assessment on Site of Risks to Safety

The MOCOPA Operator should be aware of the Management of Health and Safety at Work Regulations 1999, which describe the responsibility for full assessment of the risks inherent in types of work generally, and for specific Sites in particular falling on the employer through his supervisory staff (Regulation 3 refers). In order to assist Meter Operatives in assessing risks associated with work on a particular Site, Appendix 4 contains a decision flow chart. More detailed information is contained in the appropriate metering Codes of Practice (referred to in Appendix 1).

1.1.8 Reporting of Incidents

Under the Electricity Safety, Quality and Continuity Regulations 2002 (as amended), the MOCOPA Operator will ensure accidents and dangerous occurrences are reported to the Health and Safety Executive. MOCOPA Operators shall be responsible for reporting problems found on Metering Equipment that is from the outgoing terminals of Distribution Business Equipment (see paragraph 3.1) to the out-going terminals of the Metering Equipment. For the avoidance of doubt, the legal owner (Customer, Meter Operator, Distribution Business or anyone else) of the Metering Equipment is irrelevant.

1.2 **Technical Requirements**

1.2.1 General

All work must be carried out in accordance with all relevant legislation, including:

- (A) the provisions of the Electricity Act, particularly the relevant parts of Schedule 7;
- (B) appropriate parts of the Meters (Certification) Regulations 1998 (as amended) and the Meters (Approval

of Pattern or Construction and Method of Installation) Regulations 1990 (as amended); and

- (C) relevant provisions of the Electricity Safety, Quality and Continuity Regulations 2002 (as amended).

The MOCOPA Operator should also comply with, where appropriate, relevant guidance documentation issued under the Settlement Agreement.

1.2.2 Distribution Code Requirements

The Parties acknowledge that the Supplier, or, where appropriate, a Customer who contracts with a MOCOPA Operator, is responsible for ensuring that the MOCOPA Operator complies with any obligation imposed on a Supplier or Customer by the relevant parts of the Distribution Code and Use of System Agreement. The Distribution Code requires the user's (usually the Customer's) electrical system to comply with relevant provisions of the Distribution Code and the Electricity Safety, Quality and Continuity Regulations 2002 (as amended). It also requires agreement to ownership boundaries at the interface and lays down technical requirements for connection. Associated distribution operating codes cover operational liaison which secures safety at this interface and the need for a safety management system to cover work or tests at the operational interface. There is also a duty on the Party responsible for the network or Site at which the Metering Equipment is located to record who is the Party responsible for the Metering Equipment.

In the event of conflict or inconsistency between this Agreement, and either the Use of System Agreement or the Distribution Code, then the latter agreement and code shall prevail to the extent of such conflict or inconsistency. If such a conflict or inconsistency arises, then the Review Panel shall meet to consider as soon as reasonably practicable after becoming aware of the conflict or inconsistency what changes, if any, should be made to this Agreement to address such conflict or inconsistency.

1.2.3 Metering Equipment Specification.

All meters installed must conform to the requirements of Schedule 7 of the Act, i.e. shall be of a pattern approved by the Authority, appropriate and, in the case of a domestic Customer, shall be certified under the Authority's directions.

Metering Equipment recording half-hourly values for the purposes of the Settlement Agreement shall additionally be compliant with the relevant Settlement Agreement Code of Practice (see Appendix 1) and any dispensation or exemptions as appropriate.

1.2.4 Metering Equipment Calibration, Testing and Maintenance

The initial calibration of Metering Equipment must comply with statutory requirements for limits of accuracy if the meter is a certified meter or within definitions set out in the relevant Settlement Agreement Code of Practice. Copies of records of calibration and commissioning tests kept in accordance

with Settlement Agreement Code of Practice 4 shall be made available upon request to the Registration Authority, and/or the relevant Distribution Business.

Re-calibration of meters and routine tests shall be undertaken for Metering Equipment recording half-hourly values for settlement purposes in the manner specified in the Settlement Agreement Code of Practice 4.

For non- half hourly Metering Equipment, there is a requirement that the meter performs within statutory maximum permissible errors throughout its in-service life.

1.2.5 Testing Instruments

All portable instruments used by MOCOPA Operators for commissioning purposes shall be fit for their purpose and comply with the Settlement Agreement Code of Practice 4.

All portable measuring instruments used by MOCOPA Operators for accuracy-testing purposes, for example, measuring voltage and current, shall be calibrated, re-calibrated and traceable to the United Kingdom Accreditation Service (UKAS) standard at least annually to ensure that these instruments are operating within specification.

Where instruments are used for voltage measurement they shall be equipped with fused leads.

1.2.6 Quality Assurance

The MOCOPA Operator shall ensure that adequate procedures are in place to ensure that Metering Equipment operates correctly and accurately and is not compromised during storage, delivery or installation.

1.2.7 Technical Competence

MOCOPA Operators shall ensure that their Meter Operatives are technically competent to an appropriate level (refer to Appendix 7) to undertake on-Site work. They may be required to demonstrate this to the Registration Authority (see paragraph 1.4.1 below).

1.3 Operating Requirements

1.3.1 The Registration Certificate

MOCOPA Operators must hold a valid Provisional Certificate and/or Registration Certificate before undertaking any work as a MOCOPA Operator.

1.3.2 Exchange of Information with the Distribution Business

MOCOPA Operators shall, within the required timescales, provide Distribution Businesses with the information required in BSCP 514 for SVA metering. (CVA metering details are sent to the Distribution Business by the Central Data Collection Agent in accordance with BSCP 020).

Neither the MOCOPA Operator nor the Distribution Business shall be required to disclose any Confidential Information, particularly commercially confidential tariff information or consumption information relating to a Customer, which would not otherwise be available to the Distribution Business or MOCOPA Operator, as appropriate.

1.4 Administrative and other requirements

1.4.1 Training of Meter Operatives

Each MOCOPA Operator shall be responsible for the training of its Meter Operatives to meet both the safety requirements of paragraph 1.1.6 above and the technical requirements of paragraph 1.2.7 above. The results of any associated trade tests and/or records of such training shall be kept and shall be open to inspection by the Registration Authority and where applicable to the relevant Distribution Business requiring to authorise the MOCOPA Operator's employees and/or agents.

1.4.2 Appointment and Registration of Competent Persons

Each MOCOPA Operator shall be responsible for testing its Meter Operatives to establish their technical and safety competence prior to confirming in writing that they are competent.

The MOCOPA Operator shall maintain a register of competent persons authorised by it. This register shall be open to inspection by the Registration Authority. Appendix 5 provides a model form of certificate of competency to be issued by MOCOPA Operators to Meter Operatives giving suggested categories of authority, depending upon the experience of the Meter Operative and type of work expected to be undertaken by it.

The MOCOPA Operator should also refer to the guidelines of Appendix 7 which provide guidance to the training and/or assessment of Meter Operatives.

Where Meter Operatives are to be given authority to operate Distribution Business Equipment and/or enter Distribution Business controlled substations (as in paragraph 4.2.2 (A) below), they may be authorised by the Distribution Business under its Distribution Safety Rules. The Distribution Business will carry out the necessary assessment and may refuse to authorise or permit to be authorised any person who fails to meet the standards required by it to operate on its network. The MOCOPA Operator shall be responsible for giving authority to Meter Operatives under paragraph 4.2.2 (B) below. Prior to giving such authority, the Meter Operative will require training in the avoidance of relevant dangers.

If a MOCOPA Operator authorises a new agent or Sub-contractor to carry out meter operation services it shall inform the Registration Authority in writing within 15 Business Days after such authorisation.

1.4.3 Sealing of Metering Equipment and related Distribution Business Equipment

Metering Equipment and related Distribution Business Equipment shall be sealed following commissioning and shall be resealed following any subsequent works by any Party that require the removal of seals, either owned by that Party or the property of another Party. Appendix 8 provides details of the equipment to be sealed, the seals to be used and relevant procedures. Reference should also be made to the Settlement Agreement and the relevant Settlement Agreement Procedures.

Appendix 9 refers to a list of unique identification letters for the seals of MOCOPA Operators.

1.4.4 Documentation and Records

In addition to documentation and procedures required elsewhere by this Agreement, systems of documentation, recording and retention of data shall be established by a MOCOPA Operator to enable the following:

- (A) notification to the Distribution Business that the MOCOPA Operator has been appointed at a particular Site, and, if appropriate, an indication of who is the responsible Party, as referred to in paragraph 1.2.2 above, save that under the arrangements for the Metering Point Administration Service this information will not be necessary since it is available through the Metering Point Administration Data;
- (B) requests for information to enable it to fulfil its duties set out in paragraph 4.2.1 below including the details listed in paragraph A2.2 of Appendix 2;
- (C) records as required by Settlement Agreement Code of Practice 4; and
- (D) records of work carried out (indicating which Meter Operative carried out the work).

1.4.5 Review of Information Provided

Each MOCOPA Operator must review the validity and accuracy of the information it issues to each Distribution Business at least annually or following an organisational or policy change.

1.4.6 Internal Audits

The MOCOPA Operator shall maintain an internal site safety audits procedure to ensure compliance with the MOCOPA Operators obligations prescribed within this Agreement. The results of the internal site safety audits will be made available upon request to the Registration Authority and annually during the MOCOPA Operator Headquarters audit.

2. REQUIREMENTS APPLICABLE TO METER OPERATIVES AT SITE LEVEL

2.1 Introduction

MOCOPA Operators shall ensure that their individual Meter Operatives working directly on Site comply with relevant requirements imposed on the MOCOPA Operator set out in section 1 above and those documented in the MOCOPA Operator's own installation and maintenance procedures.

2.2 Safety Requirements

2.2.1 General

MOCOPA Operators shall make each of their Meter Operatives aware of their individual duty of care to themselves and to other persons who may be affected by their acts and/or omissions at work. These duties are more specifically stated within provisions of the Health and Safety at Work etc. Act 1974. MOCOPA Operators shall also ensure that their Meter Operatives have an awareness of the duties of other parties to secure their safety, particularly their employer (as indicated in the Management of the Health and Safety at Work Regulations 1999) and the occupier of the work Site, and of their rights to refuse to carry out work if they consider it unsafe.

2.2.2 Electricity at Work Regulations

Duties of an employee as regards work activities on or near electrical installations which are within his control are set out in the Electricity at Work Regulations 1989 (as amended). MOCOPA Operators shall make their Meter Operatives aware, as necessary, of the requirements of these regulations, particularly those requiring safe systems of work, safe procedures and the use of suitable protective equipment.

2.2.3 Safety Knowledge and Experience

Regulation 16 of the Electricity at Work Regulations 1989 (as amended), requires that no person shall be engaged in any work activity where technical knowledge or experience is necessary to prevent danger or, where appropriate, injury, unless he possesses such knowledge or experience, or is under such degree of supervision as may be appropriate having regard to the nature of the work MOCOPA Operators shall ensure that each of their Meter Operatives has sufficient knowledge and experience, backed up by suitable training as necessary, to meet the required level of competence (see paragraph 1.4.1 above).

The MOCOPA Operator shall require that its Meter Operatives carry on Site with them their certificate of competency detailing the work for which they are authorised, including, where relevant, any certificate issued by the Distribution Business.

2.2.4 Distribution Safety Rules

Work on or in the vicinity of Distribution Business Equipment carried out by Distribution Business employees or agents is governed by the Distribution

Safety Rules of the respective Distribution Business. The MOCOPA Operator shall ensure that its Meter Operatives are aware of the relevant Distribution Business procedures and documentation (see paragraph 4.2 below). In order to receive certain safety documentation, Meter Operatives may need to be appointed by the Distribution Business as Competent Persons within the meaning of the Distribution Safety Rules.

The Distribution Business shall have the right (see paragraph 3.2 below) to confirm the authorisation referred to in paragraph 2.2.3 above and to prevent access to its equipment if Meter Operatives refuse or are unable to produce evidence of their authorisation.

2.2.5 Assessment on Site of Risks to Safety

The MOCOPA Operator shall ensure that its Meter Operatives understand the extent of the works required to be undertaken and undertake a risk assessment of the risks to safety on Site (see paragraph 1.1.7 above). The MOCOPA Operator shall ensure that its Meter Operatives shall report to it if they feel unable to proceed because:

- (A) their level of knowledge or experience is insufficient;
- (B) they have inadequate supervision or need to be accompanied (but are not);
- (C) they have inadequate information;
- (D) they require the attendance of Distribution Business staff to assist or clarify that there is adequate safety at the workplace; and/or
- (E) they have any other reason to believe that it is unsafe to continue.

In the event of serious problems arising on-Site, the Meter Operative may contact the Distribution Business directly rather than reporting in the first place to the MOCOPA Operator.

2.2.6 Reporting of Dangerous Situations, Defects, Asset Condition Information and Incidents

The MOCOPA Operator shall ensure that its Meter Operatives have access to a current version of the MOCOPA Guidance for Service Termination Issue Reporting document while on Site (this may be a physical or electronic version) and report to the Distribution Business:

- (A) any Distribution Business Equipment which they find to be defective such as to present the possibility of danger (category A);
- (B) any parts of the Distribution Business Equipment, Sites or situations which are or which they reasonably believe may become hazardous (category B); or
- (C) any relevant asset condition information (category C).

The MOCOPA Operator shall ensure that its Meter Operatives report immediately to any other MOCOPA Operator who has responsibility for Metering Equipment at the Site but which is not that MOCOPA Operator's Metering Equipment:

- (A) any Metering Equipment which they find to be defective such as to present the possibility of danger; or
- (B) any parts of the Metering Equipment or situations which are or which they reasonably believe may become hazardous.

Where such defects or hazards additionally involve damage to or suspected interference with Metering Equipment, then the procedures detailed in paragraphs 4.3.4 and 4.3.5 below shall also apply. The MOCOPA Operator shall ensure that its Meter Operatives do not interfere with apparatus belonging to the Distribution Business to which they have not been granted access.

The MOCOPA Operator shall also ensure that its procedures require its Meter Operatives to follow the requirements under relevant safety legislation to report incidents/accidents and dangerous occurrences to the relevant reporting authority.

2.3 Technical Requirements

2.3.1 General

The MOCOPA Operator shall ensure that its Meter Operatives are familiar with the general practices employed in the installation, testing and maintenance of Metering Equipment and the implications of incorrect connection.

2.3.2 Technical Competence

The MOCOPA Operator shall ensure that its Meter Operatives have appropriate qualifications, training and experience to ensure their technical competence to carry out any of the work requested by the MOCOPA Operator.

Each MOCOPA Operator shall ensure that proof of technical competence shall be made available on request to the Registration Authority.

2.3.3 Assessment of Technical Problems on Site

The MOCOPA Operator shall ensure that its Meter Operatives on Site assess any technical problems associated with the works required to be undertaken and do not proceed if:

- (A) their level of technical knowledge or experience is insufficient;
- (B) they have inadequate supervision;
- (C) they have inadequate information;
- (D) they require the attendance of Distribution Business staff to assist or to clarify technical information relevant to the work; and/or

- (E) they have any other reason to believe that it is unsafe to continue.

Technical problems may have safety implications which should also be referred to the MOCOPA Operator as they may affect the assessment of on-Site safety (see paragraph 2.2.5 above).

2.4 Documentation and Records

The MOCOPA Operator shall ensure that its Meter Operatives provide timely and accurate information to enable it to keep records and provide other required documentation as specified in paragraph 1.4.4 above, in particular the essential commissioning information referred to in paragraph 1.4.4 (C) above.

2.5 Recommended On-Site Working Procedures

The Meter Operative must implement procedures developed by the MOCOPA Operator business. These will include ensuring that:

- (A) a check of the meter installation is carried out before and after work, including connection configuration for meters and tariff or contract details; in the case of CT and CT/VT-operated metering, the secondary circuits should be tested that they are connected to earth;
- (B) the polarity and phase rotation of the supply and connections to the Metering Equipment is correct (taking account of, if appropriate, whether the connection is deliberately non-standard);
- (C) the Metering Equipment is recording the correct measurement of the load;
- (D) the Site is safe and secure before and on completion of work or inspections;
- (E) if non-standard arrangements of Metering Equipment are discovered that they are reported to the MOCOPA Operator who will advise the Supplier;
- (F) if any Distribution Business non-settlement metering is encountered at a supply point, providing it is not labelled “DNO Metering, Required until ...”, it is to be removed. This includes ancillary equipment, such as time switches, that was part of a previous metering arrangement.
- (G) the correct personal protective equipment is available and used;
- (H) the equipment to be worked on is made and proved not live or, if not, there are clear guidelines or procedures for the use of shrouding equipment, and that they are fully complied with; and
- (I) the Customer’s electrical installation at the service position is visually inspected to identify signs of risk and if identified, to inform the Customer of this risk and any preventative actions required. A MOCOPA Operator may use the suggested template in Appendix 12 of this Schedule to fulfil this recommendation.

3. OBLIGATIONS AND RIGHTS OF THE DISTRIBUTION BUSINESS

3.1 General Safety

The Distribution Business has a general duty of care to its employees and to others regarding the supply and supply equipment it provides. It must also comply with relevant safety and other statutory provisions, particularly the Electricity Safety, Quality and Continuity Regulations 2002 (as amended), and relevant parts of the Distribution Code.

In regard to works on its equipment, the Distribution Business addresses these duties for its own employees through the safe systems of work and safety procedures detailed in its Distribution Safety Rules. These require, amongst other things, that persons carrying out work are trained and assessed as competent to avoid danger. However, the general duty extends to ensuring that equipment and Sites within its control are not in a defective or hazardous condition, so far as is "reasonably practicable".

The Distribution Business has a duty of care to "others" which may, at the discretion of the Distribution Business, be interpreted as a requirement that individual Meter Operatives of the MOCOPA Operator should be authorised under its Distribution Safety Rules (see paragraph 4.2.2 below). This is irrespective of what safety procedures have been established by the MOCOPA Operator.

Distribution Business policy with regard to authorisation of Meter Operatives in accordance with its Distribution Safety Rules shall be stated in the Distribution Business information provided pursuant to paragraph A2.1 of Appendix 2.

In certain circumstances, the Distribution Businesses may have rights of access to Customer premises under Schedule 6 of the Act.

Under the Electricity Safety, Quality and Continuity Regulations 2002 (as amended), the Distribution Business will ensure accidents and dangerous occurrences are reported to the Health and Safety Executive. The Distribution Business shall be responsible for reporting any problems on assets under its control – that is the cut-out, CT/VTs, associated wiring up to and including the test terminal block, associated metering panel and upstream distribution network. For the avoidance of doubt, the legal owner (Customer, MOCOPA Operator, Distribution Business or anyone else) of the Distribution Business Equipment or asset is irrelevant.

3.2 Access to Distribution Business Equipment

To ensure control of safety at the point of work the Distribution Business shall allow Meter Operatives access to its equipment (as defined in 4.2.2) without the need for attendance by its staff, where such equipment is not situated in premises subject to access control procedures under its Distribution Safety Rules. Such access will be subject to satisfactory evidence that the Meter Operative is employed by a MOCOPA Operator which holds a valid Registration Certificate (see paragraph 1.3.1 above), has proof of identity and has the relevant authorisation, including, where the Distribution Business deems appropriate, authorisation under the Distribution Business's Distribution Safety Rules. The Distribution Business has the right to establish these facts, and to satisfy itself generally of the safety and technical competence of the Meter

Operative, and to refuse authority for access if it is not satisfied, provided that such action is not taken in an obstructive or trivial manner.

Where equipment is situated in shared premises subject to control procedures or is in premises where access is restricted to Distribution Business staff, then the procedures of paragraph 4.2.2 below shall apply.

Each Distribution Business has an obligation to maintain its equipment in a safe condition, but relies on staff on Site to report any deficiencies (as detailed in paragraph 2.2.6 above), which it will then remedy.

The standard arrangements for CT metering equipment shall include accessible test/isolating facilities in accordance with the Settlement Agreement Code of Practice 4. Where test/isolating facilities are required but do not exist, are inaccessible, or the CT and/or VT secondary connections are not connected to earth on the Distribution Business side of the test/isolating facilities, the Distribution Business shall provide suitable and accessible test/isolating facilities, with CT and VT secondary circuits connected to earth (see Appendix 13 – Earthing of Current Transformers), to enable connection of the new metering. This work, subject to the Customer's consent where the Distribution Business is required to interrupt the supply, will be carried out within a reasonable timescale after a MOCOPA Operator's request. Distribution Business policy with regard to dealing with the existing Metering Equipment on Site and use of or access to its metering cubicles/panels shall be stated in the Distribution Business information provided as in paragraph A2.1 of Appendix 2.

3.3 Operational Liaison

For the purpose of operational, safety technical and escalation liaison, the Distribution Business shall nominate one or more representatives to offer a "point of contact" with the MOCOPA Operator and shall notify the MOCOPA Operator as part of the provision of Distribution Business information (paragraph A2.1 of Appendix 2).

The "point of contact" shall have responsibility for agreeing with the MOCOPA Operator an appropriate course of action for the situations specified in paragraph 4.2.3 below.

3.4 Provision of Information

If a MOCOPA Operator requires the Distribution Business to provide Site-specific information, it shall give the Distribution Business as much prior notice as is reasonably practicable.

Upon receipt of a request from a MOCOPA Operator appointed at a specific Site, the Distribution Business shall provide to the MOCOPA Operator the Site-specific information shown in paragraph A2.2 of Appendix 2 in line with BSCP 515. Where the Distribution Business does not have relevant CT and VT details it shall notify the MOCOPA Operator of this fact and instead provide it with appropriate standard errors. It shall also advise the MOCOPA Operator where it is aware of the existing Metering Equipment being the subject of a dispute as regards meter readings or accuracy and is or may be subject to an investigation by the National Measurement and Regulation Office, such investigation precluding its removal pending such determination.

When a Distribution Business installs new Metering Equipment or changes existing Metering Equipment it shall provide or update, as appropriate, the information on the HV/LV CT Metering Label described in A2.3 of Appendix 2. In addition, the Distribution Business will adhere to the requirements outlined in the Settlement Agreement Code of Practice 4.

The Distribution Business shall provide to all MOCOPA Operators the Distribution Business information indicated in paragraph A2.1 of Appendix 2. This Distribution Business information shall be provided on the MOCOPA Website. This may be achieved by providing a link to the appropriate page of the Distribution Business' website.

If the Distribution Business wishes to retain its own Metering for non-settlement purposes, alongside MOCOPA Operator's metering, the Distribution Business shall ensure it is clearly labelled "DNO Metering, Required until ..." or similar.

3.5 Maintained Status of Information

Each Distribution Business must review the validity and accuracy of the information it issues to each MOCOPA Operator, in accordance with paragraph 3.4 above and Appendix 2, at least annually or following an organisational or policy change. Following any such review, the Distribution Business must send the current version of its information to the Registration Authority for distribution to all MOCOPA Operators as soon as practicable.

In addition, when notification is received of a New MOCOPA Operator acceding to this Agreement, the Distribution Business will provide this information to the New MOCOPA Operator as soon as reasonably practicable. This review will include any operational restrictions specified in paragraph 3.4 above.

In the event of a dispute, the copy of Distribution Business information held by the Registration Authority will be deemed to be the current version.

3.6 Re-Sealing of Equipment

The Distribution Business shall re-seal Metering Equipment after it has removed MOCOPA Operator seals in order to carry out any work upon such Metering Equipment, including where it carries out post-commissioning testing.

3.7 Repair of reported dangerous situations, defects or hazards

The Distribution Business shall ensure that its Distribution Business Operatives have access to a current version of the MOCOPA Guidance for Service Termination Issue Reporting document while on Site. This may be a physical or electronic version.

Any Distribution Business to whom a MOCOPA Operator reports a dangerous situation, defect or hazard in accordance with paragraph 2.2.6 shall repair such dangerous situation, defect or hazard and inform the currently appointed MOCOPA Operator in line with the Service Level Agreement for Resolving Network Operational Issues and Associated Reporting Requirements detailed within DCUSA.

4. ON-SITE INTERFACE CONSIDERATIONS

It is the responsibility of the MOCOPA Operator to carry out the assessment of risk on Site and to ensure that safety precautions are in place to ensure that its Meter Operatives on Site are given control of safety at the point of work (see paragraph 1.1.7 above). In practice, this means that the Meter Operative on Site will carry out such risk assessment. The decision flow chart of Appendix 4 is an aid to this assessment and indicates particularly situations which may require referral to a representative of the Distribution Business.

4.1 **Typical Installations**

4.1.1 Levels of Supply

Operatives must be aware of the differing levels of technical complexity and potential safety risk to parties who may work on or in the vicinity of distribution and/or Metering Equipment.

Diagrams in relevant BSC Codes of Practice Three and Five (in Scotland, S3 and S5) show basic meter connection arrangements, namely Low Voltage CT-operated and High Voltage CT and VT-operated. Connections are generally made to separate test/isolating facilities, with on-going connections to the meter and it should be noted that there are alternative methods of connection for High Voltage CT/VT-operated metering.

In dealing with Low Voltage supplies operatives must be aware that, in some cases, live conductors may be exposed when covers of the Metering Equipment are removed. In the case of High Voltage, access is restricted to voltage fuses, test/isolating facilities and to the meter position where these are sited within a Distribution Business substation to which the Customer does not have access.

4.1.2 Interface Definition and Requirements for Test/Isolating Facilities

As regards the interface between the Distribution Business Equipment and the Metering Equipment:

- (A) for whole-current metering, the normal interface point will be the cables from a cut-out or switch at the outgoing terminals of the cut-out or switch. However, there will be occasions (e.g. with rising mains) where this is not the case, and guidance should be sought from the Distribution Business. Where a Distribution Business meter is to be left on Site, then the interface will be the outgoing terminals of that Distribution Business meter;
- (B) for CT and CT/VT metering, the normal interface point will be the outgoing connections from the test/isolating facilities and the voltage fuses. The test/isolating facility provided must allow the following operations to be carried out via a safe electrical connection and without the need to disturb any wiring:
 - (1) short circuit individual current transformers
 - (2) directly connect an ammeter

- (3) connect test equipment to inject current into the secondary circuit towards the meter
- (4) connect a testing device on each phase of the voltage circuit

For the purposes of meter connection, the CTs, VTs, meter panel and associated cable, test/isolating facilities and voltage fuses will be provided by the Distribution Business or by an independent connections provider, providing an adoptable connection meeting the requirements of the relevant Code of Practice for the installation. Once commissioned, these CTs, VTs, meter panel and associated cable, test/isolating facilities and voltage fuses will become the property and the on-going responsibility of the Distribution Business. Meter panels will accommodate affixing of the meter(s) which should be situated behind a Customer accessible door or on the front of the panel, the rest of the panel will be sealed in accordance with Appendix 8. The surface of the meter panel should be of sufficient area for the fitting of all the meters required, in accordance with the relevant Settlement Agreement Code of Practice for the installation. The meter panel may be metal or plastic construction dependent on the Site conditions.

To enable work on the meter to be carried out safely, case (A) above requires the removal of the main supply fuses or opening of the supply switch and measures to prevent inadvertent restoration of supply. Case (B) above requires the shorting out of CT connections at the test/isolating facilities, and the removal of voltage fuses at the point of supply. Following a risk assessment any other precautions necessary shall be taken.

4.1.3 Connection to a Distribution Business Meter to be left in operation

Where Distribution Businesses metering is to operate alongside settlement metering (and has been labelled in accordance with 3.4) then the method of connection shall be as shown in relevant BSC Codes of Practice and both left in an operational state. The responsibility for connections and for sealing of any or both terminal covers and other sealable connection points rests with the Party carrying out the last on-Site work, and the general principles of sealing set out in paragraph 1.4.3 above shall apply.

4.1.4 Whenever work is carried out at the meter position (including, but not exclusively, new connections, service alterations, meter changes and connection of additional Customers' circuits), conductors shall be coloured and marked in accordance with Appendix 11.

4.2 **Operational Interaction between MOCOPA Operator and Distribution Business Staff**

4.2.1 Information Required by a MOCOPA Operator

General information regarding typical equipment and practices of the Distribution Business will be provided by the Distribution Business to the MOCOPA Operator under the terms of the exchange of information agreed by the Distribution Business in paragraph 3.3 above. The Distribution Business will

also provide the appropriate Site-specific information listed in Appendices A2.1 and A2.2. Certain information required under A2.2 may be obtained directly from a label provided by the Distribution Business in accordance with A2.3 of Appendix 2.

Any complaint regarding the adequacy or accuracy of this information, or commercial implications arising from it which are considered unfair by the relevant MOCOPA Operator may be referred to the Registration Authority.

4.2.2 Need for Access to Equipment in a Distribution Business Substation and to Distribution Fuses

In the majority of cases, MOCOPA Operators will have unrestricted access to the physical locations of the supply fuses (or switches), test/isolating facilities and voltage fuses necessary to enable control of safety at the point of work as indicated in paragraph 4.1.2 above. Such cases will be deemed not to require the attendance of the Distribution Business, subject to the provisions of paragraph 3.2 above.

In any other case where, for example, interface equipment or the meter position is situated in a substation where access is restricted under the relevant Distribution Safety Rules, four options will be available to the MOCOPA Operator. Each option requires the agreement of the Distribution Business:

- (A) the Distribution Business may, in accordance with the procedures of the Distribution Safety Rules authorise a specific Meter Operative of the MOCOPA Operator to enter the substation and carry out the work;
- (B) the Distribution Business may issue an authorisation as in (A) above, but to the MOCOPA Operator, who will then be responsible for providing sufficient training to its Meter Operatives and for granting individual authority under his own procedures;
- (C) a Distribution Business representative may attend, grant access and stand by whilst the work is carried out. If this work requires the removal of supply or voltage fuses, then attendance will also be required to restore supplies when the works are completed (see paragraph 4.2.4 below); or
- (D) the Distribution Business may arrange for interface equipment to be relocated to, or for secondary isolation facilities to be fitted in, a non-restricted area.

The particular option exercised will be confirmed between the MOCOPA Operator and the Distribution Business within 5 Business Days following receipt of the general information provided by the Distribution Business (see paragraph A2.1 Appendix 2).

Option (A) may involve use of a joint access agreement whereby dual (or multiple) locking is provided and each user determines which of his staff has authority to enter.

The options (A) to (C) above will also apply in the case of Meter Operatives working on whole-current metering and needing to take safety precautions by removal (and subsequent replacement) of a Distribution Business fuse or fuses. The authorisation in cases (A) and (B) will be required for work to be carried out on relevant equipment. In case (C) the Distribution Business representative will remove and replace fuses under his own authorisation.

4.2.3 Need for Distribution Business Attendance

The procedures within this Agreement are intended to minimise the need for Distribution Business staff to attend Sites where a MOCOPA Operator is carrying out works. However, the following situations, amongst others, may call for Distribution Business attendance:

- (A) lack of the Site-specific information described in paragraph 4.2.1 above;
- (B) access problems as in paragraph 4.2.2 above;
- (C) where the meter is CT or CT/VT-operated and there are no test/isolating facilities and/or the CT or VT secondary circuits are not connected to earth on the Distribution Business side of the test/isolating facilities; or
- (D) where work needs to be carried out in the vicinity of live, bare conductors which cannot be adequately screened.

In situation (C), the Distribution Business shall, at its own expense, provide, or procure the provision of, a suitable and accessible test/isolating facilities (note technical requirements as in 4.1.2), and ensure the CT and VT secondary circuits are connected to earth (see Appendix 13 – Earthing of Current Transformers).

In situation (D), which is likely to involve only Low Voltage supplies, Distribution Business attendance may not be necessary if safety can be secured by isolation of the supply by the MOCOPA Operator.

Distribution Business attendance may also take place at the request of the MOCOPA Operator to provide technical support or assistance.

The MOCOPA Operator shall, in the case of access problems, check whether the Customer has an authorised person for the Site who can grant access.

4.2.4 Documentation to Define Responsibility

Where staff of the Distribution Business and the MOCOPA Operator become jointly involved in works, such as in paragraph 4.2.2 (B) above, both Parties will follow the Distribution Business Distribution Safety Rules. This may involve the use of a specific document to ensure that work does not commence before safety precautions have been taken and that the supply is not restored until works are completed or suspended (see 1.4.4 (C)).

4.2.5 Generic Operational and Safety Considerations

Appendix 6 provides guidance to MOCOPA Operators on typical Distribution Business operational and safety considerations at the interface. This should be

read in conjunction with Distribution Business information provided (see paragraph 4.2.1 above) and paragraph A2.1 of Appendix 2.

4.3 **Business and Other Interactions**

4.3.1 [Paragraph deleted]

4.3.2 Estimation of Unmetered Units

The estimation of any units 'lost' (i.e. not metered) during the course of works where meters may be disconnected for a period will be carried out by data collection agents according to appropriate BSC Procedures.

4.3.3 Treatment of Removed Metering Equipment

Where Metering Equipment is to be removed, the MOCOPA Operator and/or the Distribution Business shall ensure that any holes left in metering panels are blanked off and any redundant wiring removed.

The meter asset provider shall be informed of the Metering Equipment removal within 10 working days using Data Transfer Catalogue flow D0303 where applicable. Metering Equipment which has been removed shall be kept in waterproof and secure storage pending its return to its meter asset provider (or as agreed with the meter asset provider).

Metering Equipment must be returned to the meter asset provider (unless subject to alternative commercial arrangements). If the removed Metering Equipment is faulty, damaged, subject to targeted removal (e.g. product recall) or removed as part of an investigation (e.g. safety or revenue protection), then the Metering Equipment should be clearly labelled with the reason of the removal. To minimise the opportunity for revenue protection issues, removed Metering Equipment must not be left at the Customer premises (except in the event that the Metering Equipment is owned by the Customer).

Return addresses for Distribution Businesses are required to be included within Distribution Business Information (see A2.1).

4.3.4 Reporting of Damage

NOTE: 'Damage' here includes external physical damage and any internal fault which manifests itself externally.

Where Metering Equipment on Site is found at any time by a representative of the Distribution Business to be damaged, this shall be reported to the relevant Supplier.

Where damage is found by a Meter Operative, then he shall inform all relevant persons.

Where the damage appears to be due to deliberate tampering/interference, then the procedures set out in paragraph 4.3.5 shall apply.

Where there is a need for damaged Metering Equipment to be replaced, then such Metering Equipment shall not be destroyed or otherwise disposed of without the permission of any relevant Party (usually the Supplier or the Distribution Business) which may be involved in an insurance claim or dispute. Such Party may require that the original equipment be reserved/set aside and made available for subsequent investigation; in this case it shall be the responsibility of such Party to notify the initial period for which the equipment shall be kept (typically 6 months) and to advise of its subsequent requirements.

Where the damage or deficiency has been such as to interfere with the correct operation of the Metering Equipment, then the Supplier will subsequently agree with the Customer and the Distribution Business, in consultation with the relevant MOCOPA Operator, the quantity of any electrical energy not recorded.

4.3.5 Reporting of Tampering/Interference

Where either a Meter Operative or a representative of the Distribution Business finds apparent evidence on Site of deliberate tampering/interference he shall comply with the relevant provisions of the Revenue Protection Code of Practice and, in a potentially dangerous situation the Meter Operative or Distribution Business representative shall take appropriate action to make the Site safe, while, so far as it is able, avoiding damaging any such evidence.

4.3.6 Disputes as to Accuracy

Where any relevant person has reason to believe that the Metering Equipment for which a MOCOPA Operator is responsible is not performing within statutory limits of accuracy, it may exercise its rights under Schedule 7 of the Act to refer the matter for determination by a meter examiner. The requirements of paragraph 8 and the procedures of paragraph 7 of that Schedule shall then apply. The latter paragraph contains a provision relating to the responsibility for the payment of any determination fees.

4.3.7 Redundant Metering Equipment

The MOCOPA Operator shall ensure that connected burdens are within acceptable limits. The MOCOPA Operator shall use all reasonable endeavours to ensure that no metering other than that of the current MOCOPA Operator, and where required that of the Distribution Business, is connected.

It shall be the responsibility of the current MOCOPA Operator to identify and remove all redundant Metering Equipment for which the appointed MOCOPA Operator is responsible and return the Metering Equipment in accordance with Clause 4.3.3.

4.3.8 Phase Failure Indicator Lamps

Distribution Businesses are responsible for ensuring any existing phase failure indicator lamps are kept operational. Distribution Businesses should cease fitting phase failure indicator lamps at new Metering Points after 1 January 2009. When the Distribution Business or MOCOPA Operator make a material change to the Metering Point, or at their own initiation, any existing phase failure

indicator lamps should be disabled and clearly labelled as such or removed leaving the panel safe (e.g. unused holes filled). For the purposes of this clause, phase failure indicator lamps are defined as one or more lamps intended to visually demonstrate that voltage is available on one or more phases.

4.3.9 Meter Board Replacement

When there is a requirement to replace the meter board (or any other surface) onto which the Metering Equipment or Distribution Business Equipment is fixed then the following shall be adopted:

- (A) Where there is only the need to displace the Distribution Business Equipment, then arrangements should be made with the Distribution Business to attend;
- (B) Where there is only the need to displace the Metering Equipment, then arrangements should be made for the MOCOPA Operator to attend, via the relevant Supplier;
- (C) Where there is the need to displace the Distribution Business Equipment and Metering Equipment, then arrangements should be made with the Distribution Business and with the MOCOPA Operator (via the relevant Supplier) to attend, as appropriate.

4.4 Recovery of Costs

4.4.1 General

The general principle used to determine whether costs incurred by a Party in its capacity as MOCOPA Operator and/or Distribution Business under these Requirements are recoverable shall be that the Distribution Business shall, so far as practicable, treat all MOCOPA Operators (including its own MOCOPA Operator business) in the same manner as regards costs charged by it.

A Distribution Business may make a charge for any specialist advice provided by it (see for instance paragraph 4.2.3), or for providing information additional to that in paragraph A2.2 of Appendix 2 at the request of a MOCOPA Operator. A MOCOPA Operator may seek to recover the costs of delays due to inadequate or inaccurate information provided by the Distribution Business (see paragraph 4.2.1 above). A MOCOPA Operator may also come to some commercial arrangement with a Distribution Business as regards dealing with equipment on Site (see paragraph 3.2 above).

There may be other cases where one Party feels that its costs should be recoverable from another. Disputes as to cost recovery in cases relating to the Requirements shall be referred to the Registration Authority.

4.4.2 Costs Relating to Access to Substations

As regards access to substations, the Distribution Business may choose to authorise a specific MOCOPA Operator's Meter Operative to enter its substations (see paragraph 4.2.2 (A) above), and, where a double locking or

special locking system is used, the MOCOPA Operator will bear the additional costs of such arrangements. As regards the authorisation itself, the MOCOPA Operator will bear the costs of suitable training, where necessary, for his Meter Operative (see paragraph 1.4.2 above). The Distribution Business will bear the costs of interview and appointment and will seek to minimise such costs by taking due account of training received by the Meter Operative and whether he has authority to enter the substations of other Distribution Businesses.

The Distribution Business may choose to authorise the MOCOPA Operator under the terms of paragraph 4.2.2 (B) above, in which case the MOCOPA Operator will still bear the training and additional locking costs as above.

In the case of accompanied working (as described in paragraph 4.2.2 (C) above), if the Distribution Business chooses this option rather than authorising the Meter Operative, then it will bear the associated costs. Where a MOCOPA Operator requests on-Site supervision by a representative of the Distribution Business as an alternative to training and obtaining authorisation for its Meter Operatives, then it shall bear the Distribution Business's costs.

4.4.3 Additional Training

These cost recovery principles do not cover situations where "top up" training is required for those Distribution Businesses who require it, or who insist on the duplication of general training. The arrangements for additional training should be dealt with at a local level by discussion between the MOCOPA Operator and the Distribution Business.

5. **NEW METERING POINTS**

In the case of new Metering Points, the following principles shall be adopted:

- (A) the Distribution Business and the MOCOPA Operator shall liaise with each other to ensure that new metering work and energisations are completed with the minimum delay;
- (B) the Distribution Business shall agree with the Customer or developer the position and space for the Metering Equipment, and shall, in so much as it is within its reasonable control, ensure it remains reserved. The location must be accessible to the Customer so they can read their meter and to the MOCOPA Operator (via the Customer). Consideration shall be given to the accessibility of the location to all users. The Distribution Businesses' service termination equipment and the Metering Equipment should be located between 0.5 and 1.8m above finished floor level, subject to unavoidable constraints such as security, vandalism or fire risk mitigation;
- (C) for HV and LV CT metered supplies, the interface test/isolating facilities shall be installed in an accessible position near to the location of the proposed Metering Equipment. A label must be fitted in accordance with A2.3 of Appendix 2. The CT and VT secondary circuits shall be connected to earth on the Distribution Business side of the interface (see Appendix 13);

- (D) for whole current supplies, a means of isolating voltage supplies (e.g. cut-out) shall be installed in an area to which the MOCOPA Operator has access (via the Customer);
- (E) for cut-out-controlled supplies, the Distribution Business is responsible for providing the fuse carriers and fuses. Where these cannot be left on Site (e.g. risk of unlawful energisation), the Distribution Business shall be responsible for providing them to the MOCOPA Operator in a timely and acceptable manner for the MOCOPA Operator to perform the energisation (see A2.1 of Appendix 2);
- (F) it is the responsibility of the Distribution Business to determine the rating of the cut-out fuses. For whole current metered supplies, the Meter Operative shall check the conductors being provided by the Customer are suitably rated for the cut-out fuses provided before he connects them, or Energises the supply (this is limited to checking at the point of connection without needing to take into account any de-rating for thermal conditions within the installation);
- (G) the Distribution Business is responsible for commissioning the service (e.g. checking voltage, earth loop impedance, phase rotation, polarity and any protection settings, etc at the cut-out/switchgear);
- (H) the MOCOPA Operator shall confirm the voltage, phase rotation and polarity at the supply terminals (metering output terminals or isolator switch terminals);
- (I) for whole current metered supplies, the MOCOPA Operator shall make the necessary connections between the Distribution Business Equipment, Metering Equipment and the Customer's equipment;
- (J) where the Distribution Business is to provide an earth terminal for the Customer, the Distribution Business shall ensure the terminal is accessible to the Customer or contractor or take responsibility for making the earth connection. (Note: the Customer should have ongoing access to the earth terminal in order to carry out routine tests of his installation);
- (K) for HV and LV CT-metered supplies, before connecting Customer conductors, or facilitating the Customer's contractor safe access to suitable terminals, the Distribution Business shall check the conductors being provided by the Customer are suitably rated for the cut-out fuse or circuit breaker protection;
- (L) for whole current and cut-out-controlled LV CT metered supplies, the MOCOPA Operator shall Energise the supply subject to the Distribution Business having previously satisfied (E) and (K);
- (M) for circuit breaker-controlled LV and HV metered supplies, the Distribution Business shall Energise the supply, in response to a request from the Supplier;
- (N) a MOCOPA Party shall not agree to Energise a supply until it is appropriately metered;
- (O) the MOCOPA Operator shall not carry out energisation work unless and until authorised under the Use of System Agreement; and

(P) Conductors shall be coloured and marked in accordance with Appendix 11.

Items (C) and (D) above shall be provided by the Distribution Business, chargeable to the Customer, and shall be capable of being sealed to prevent unauthorised access.

MOCOPA Operators should take note of any requirements in the relevant Distribution Business's statement published as required by Appendix 2 of this Schedule.

NOTE: Due regard shall be paid in siting meters to the requirements for overall Metering Equipment accuracy. These are affected by the burden imposed, which is related to the length of connections between current transformers and meters.

Operational liaison between the MOCOPA Operator and the Distribution Business during commissioning of new Metering Equipment shall be covered by the Distribution Safety Rules.

6. MODIFICATIONS

6.1 Effect

No modification may be made to any Party's equipment except in accordance with the following provisions of this paragraph 6.

6.2 Service Alterations

Modifications to termination arrangements or Metering Equipment should always meet the requirements of paragraph 5.

6.3 Changes made to the Distribution System by the Distribution Business

6.3.1 The Distribution Business may make a modification to its Distribution System whether at or remote from the interface point without the consent of the MOCOPA Operator. The Distribution Business must provide all relevant details to the MOCOPA Operator for planned work at least 15 Business Days before the work is carried out. For unplanned work as soon as possible before or after the work is carried out. The MOCOPA Operator shall use such notifications to determine, if the Metering Equipment will require re-commissioning, and where so determined shall initiate re-commissioning.

6.3.2 Any costs and expenses incurred by a MOCOPA Operator as a result of modifications to the Distribution System, where such modifications are not consequent directly upon the requirements of the Customer or the MOCOPA Operator, may be reimbursed by the Distribution Business.

6.3.3 In the case of changes initiated by the Distribution Business or by the Customer to an existing Metering Point, the following principles shall be adopted:

- (A) the Distribution Business and the MOCOPA Operator shall liaise with each other to ensure that any work is completed with the minimum delay;
- (B) the Distribution Business shall agree with the Customer or developer the position and space for the Metering Equipment, and shall, in so much as it is within its reasonable control, ensure it remains reserved. The

location must be accessible to the Customer so they can read their meter and to the MOCOPA Operator (via the Customer). Consideration shall be given to the accessibility of the location to all users. The Distribution Businesses' service termination equipment and the Metering Equipment should be located between 0.5 and 1.8m above finished floor level subject to unavoidable constraints such as vandalism or fire risk mitigation;

- (C) for HV and LV CT metered supplies, the interface test/isolating facilities shall be installed in an accessible position near to the location of the proposed Metering Equipment. A label must be fitted in accordance with A2.3 of Appendix 2;
- (D) for whole current supplies, a means of isolating voltage supplies (e.g. cut-out) shall be installed in an area to which the MOCOPA Operator has access (via the Customer);
- (E) for cut-out-controlled supplies, the Distribution Business is responsible for providing and installing the required changes to the fuse carriers and/or fuses;
- (F) it is the responsibility of the Distribution Business to determine the rating of the cut-out fuses. Where there is no change to the Metering Equipment, the Distribution Business shall check the meter conductors are suitably rated for the new cut-out fuses provided before they connect them (this is limited to checking at the point of connection without needing to take into account any de-rating for thermal conditions within the installation). Where they are not appropriate, the Distribution Business shall arrange with the MOCOPA Operator for whole current supplies and/or Customer for CT supplies, as appropriate, to install new conductors;
- (G) the Distribution Business is responsible for commissioning the service (e.g. checking voltage, earth loop impedance, phase rotation, polarity and any protection settings, etc at the cut-out/switchgear) in accordance with the Settlement Agreement Code of Practice 4;
- (H) when performing any metering work the MOCOPA Operator shall confirm the voltage, phase rotation and polarity at the supply terminals (metering output terminals or isolator switch terminals);
- (I) for whole current metered supplies, the MOCOPA Operator shall make the necessary additional connections and/or replacements between the Distribution Business Equipment, Metering Equipment, and the Customer's equipment; and to facilitate de-energisation and energisation as agreed with the Supplier or Customer;
- (J) where the Distribution Business is to provide an earth terminal for the Customer, the Distribution Business shall ensure the terminal is accessible to the Customer or contractor or take responsibility for making the earth connection. (Note: The Customer should have ongoing

access to the earth terminal in order to carry out routine tests of his installation);

- (K) for HV and LV CT metered supplies, before connecting additional load, replacement of Customer conductors, or facilitating the Customer's contractor safe access to suitable terminals, the Distribution Business shall check the conductors being provided by the Customer are suitably rated for the cut-out fuse or circuit breaker protection;
- (L) when performing any metering work for whole current and cut-out-controlled LV CT metered supplies, the MOCOPA Operator shall de-Energise or Energise the supply subject to the Distribution Business having previously satisfied paragraph (E) & (K);
- (M) for circuit breaker-controlled LV and HV metered supplies, the Distribution Business shall de-energise and Energise the supply, in response to a request from the Supplier;
- (N) a MOCOPA Party shall not Energise a supply until it is appropriately metered;
- (O) the MOCOPA Operator shall not carry out de-energisation or energisation work unless and until authorised under the Use of System Agreement; and
- (P) Conductors shall be coloured and marked in accordance with Appendix 11.

Items (C) and (D) above shall be provided by the Distribution Business, chargeable to the Customer, and shall be capable of being sealed to prevent unauthorised access.

MOCOPA Operators should take note of any requirements in the Distribution Business's statement published as required by Appendix 2 of this Schedule.

NOTE: Due regard shall be paid in siting meters to the requirements for overall Metering Equipment accuracy. These are affected by the burden imposed, which is related to the length of connections between current transformers and meters.

Operational liaison between the MOCOPA Operator and the Distribution Business during commissioning of new Metering Equipment shall be covered by the Distribution Safety Rules.

6.3.4 The Distribution Business shall use reasonable endeavours to replace non-compliant transformers identified during a material change to the Distribution System within 10 Working Days, in accordance with the Settlement Agreement and shall notify the MOCOPA Operator to enable its records to be updated.

For the avoidance of doubt:

A material change means a permanent change to the Distribution Business Equipment other than:

- (A) a change to repair, modify or replace any component which is not, in the judgement of the Distribution Business, a substantial part of the Distribution Business Equipment;
- (B) a change to repair another part or other parts of the Distribution Business Equipment, which are not deemed to be substantial, using an enhanced or equivalent component; and
- (C) a change to another part or other parts of the Distribution Business Equipment, each of which is not of itself (and, where taken together with other such changes, are not) a substantial part of the Distribution Business Equipment necessitated, in the judgement of the Distribution Business acting as a reasonable operator in all circumstances, by any change under (A) above, in each case where an enhanced or equivalent component is used for the repair, modification or replacement rather than an identical component.

6.3.5 The accuracy requirements relating to the Metering Equipment which specify compliant equipment are as specified in the relevant BSC Metering Codes of Practice.

6.4 Changes made to the Metering Equipment by the MOCOPA Operator

Provided there is no impact on the Distribution System, the MOCOPA Operator may modify its equipment without the consent of the Distribution Business. If the modification changes the details registered with the Distribution Business (see A2.3 of Appendix 2), the MOCOPA Operator must provide the Distribution Business with the updated details via industry data flows within five Business Days after making the modification.

Where the MOCOPA Operator wishes to make a modification to its Metering Equipment that will require modification to the Distribution System, the MOCOPA Operator shall complete and submit to the Distribution Business an application prior to commencing any such modification and shall not carry out any such modification unless and until it has agreed the modification with the Distribution Business.

7. RECONNECTION OF SUPPLIES AND ADDITION OF CUSTOMER CIRCUITS

There are specific duties in the Electricity Safety, Quality and Continuity Regulations 2002 (as amended), (in particular Regulation 25) and also a general duty of care under health and safety legislation to ensure that members of the public are protected from work carried out.

Together, the above place the onus on the MOCOPA Operator and/or Distribution Business to ensure work is carried out safely when it is connecting an installation that is found disconnected, or de-energised, or where it is asked to add additional circuits.

MOCOPA Operators shall establish procedures for ensuring that it is safe to connect installations in compliance with the Electricity Safety, Quality and Continuity Regulations 2002 (as amended), at the date of this Agreement and as amended from

time to time, to cover situations in which it is working at a meter installation where it may be reconnecting existing circuits, or adding new circuits.

APPENDIX 1 - REFERENCES

This list only contains documents referred to in this Agreement; it is not meant as an exhaustive list of documents relevant to meter operation.

Legislation

Electricity Act 1989

Health and Safety at Work etc. Act 1974

SI 1998 No.1566: The Meters (Certification) Regulations 1998

SI 1998 No.1565: The Meters (Approval of Pattern and Construction and Method of Installation) Regulations 1998 (as amended 2002)

SI 1989 No.635: The Electricity at Work Regulations 1989 (as amended by SI 1997 No. 1993: Offshore Electricity and Noise Regulations 1997)

SI 1999 No. 3242: The Management of Health and Safety at Work Regulations 1999 (as amended by SI 2003 No.2457: The Management of Health and Safety at Work and Fire Precautions (Workplace) (Amendment) Regulations 2003, SI 2006 No. 438: The Management of Health and Safety at Work (Amendment) Regulations 2006)

SI 2002 No. 2665 The Electricity Safety, Quality and Continuity Regulations 2002 (as amended)

Metering Codes of Practice - Balancing and Settlement Code Codes of Practice

Code of Practice 1: Code of Practice for the Metering of Circuits with a Rated Capacity Exceeding 100MVA for Settlement Purposes

Code of Practice 2: Code of Practice for the Metering of Circuits with a Rated Capacity not exceeding 100MVA for Settlement Purposes

Code of Practice 3: Code of Practice for the Metering of Circuits with a Rated Capacity not exceeding 10MVA for Settlement Purposes

Code of Practice 4: Code of Practice for the Calibration, Testing and Commissioning Requirements of Metering Equipment for Settlement Purposes

Code of Practice 5: Code of Practice for the Metering of Energy Transfers with a Maximum Demand of up to (and including) 1MW for Settlement Purposes

Code of Practice 6: Code of Practice for the Metering of Energy Imports via Low Voltage Circuits Fused at 100 AMPS or Less per Phase for Settlement Purposes

Code of Practice 7: Code of Practice for the Metering of Energy Imports via Low Voltage Circuits Fused at 100 AMPS or Less per Phase for Settlement Purposes

Code of Practice 8: Code of Practice for the Metering of Import Active via Low Voltage Circuits for Non-Half Hourly Settlement Purposes

Code of Practice 9: Code of Practice for the Metering of Import and Export Active Energy via Low Voltage Circuits for Non-Half Hourly Settlement Purposes

Code of Practice 10: Code of Practice for the Metering of Energy via Low Voltage Circuits for Settlement Purposes

Other

The Balancing and Settlement Code (BSC) and associated BSC Procedures

The Distribution Code

Connection Agreements (and Standard Connection Agreements, where applicable)

Distribution Safety Rules

The Use of System Agreement

APPENDIX 2 - EXCHANGE OF INFORMATION BETWEEN DISTRIBUTION BUSINESSES AND MOCOPA OPERATORS

1. The MOCOPA Operator shall provide information of three types to the Distribution Businesses:

- 1.1 **MOCOPA Operator information** relating to contact details of the department/person for the specific issues as detailed in paragraph A2.4.

The information is to be provided on the MOCOPA Website (and updated to reflect changes from time to time). This may be achieved by providing a link to the appropriate page of the MOCOPA Operator's website. Changes to such information will be communicated by the Registration Authority to all Distribution Businesses.

- 1.2 **Site-specific information** relating to the MOCOPA Operator appointment for a Site and will request information from the Distribution Business (see paragraph 1.4.4 (A) above).

- 1.3 **Health and Safety Bulletins/Announcements** relevant to Distribution Businesses which cause urgent or non-urgent variations to their standard working practices.

The information is to be provided on the MOCOPA Website. This may be achieved by providing a link to the appropriate page of the MOCOPA Operator's website. Notification of changes will be advised to the Registration Authority, who will communicate to all Distribution Businesses.

2. The Distribution Business shall provide information of three types to the MOCOPA Operator:

- 2.1 **Distribution Business information** relating to typical operating procedures, working practices, wiring arrangements etc and other information such as its policy for consent to connect, treatment of existing meters, use of/access to cubicles etc, as detailed in paragraph A2.1.

The information is to be provided on the MOCOPA Website (and updated to reflect changes in the methods of working, safety information or contacts etc. initiated by the Distribution Business from time to time). This may be achieved by providing a link to the appropriate page of the Distribution Business' website. Changes to such information will be communicated by the Registration Authority to all MOCOPA Operators.

- 2.2 **Site-specific information** relating to the Site and its existing equipment as detailed in the BSC Complex Site Supplementary Information and paragraphs A2.2 and A2.3.

The information is required for each Site (see paragraphs 3.3 and 4.2.1 of Schedule 5 above). Notification of Site-specific changes will be provided to the MOCOPA Operator in accordance with the Settlement Agreement.

- 2.3 **Health and Safety Bulletins/Announcements** relating to guidance to MOCOPA Operators which cause urgent or non-urgent variations to the existing

information provided in paragraph 2.1 and 2.2, and as detailed in A2.1, A2.2 and A2.3.

The information is to be provided on the MOCOPA Website. This may be achieved by providing a link to the appropriate page of the Distribution Business' website. Notification of changes will be advised to the Registration Authority, who will communicate to all MOCOPA Operators.

A2.1 Part 1: Distribution Business Information

Contact name(s) and detail(s) for operational, safety, technical, commercial and escalation liaison.

OPERATIONAL/SAFETY

- (i) Contact details for:
 - New supply liaison;
 - Pre-modified HV and LV CT supply liaison;
 - Incident/accident on Site reporting; and
 - Dangerous situation (category A) reporting.
- (ii) Operational practices differing from or amplifying Appendix 6 Appendix 6 ;
- (iii) Control requirements for controlled substations, e.g. need to report, completion of log books;
- (iv) Access conditions policy and contact details as to options under 4.2.2 and joint access procedures (if utilised);
- (v) Policy and contact details relating to the requirements for authorising and /or appointing Meter Operatives as competent in accordance with its Distribution Safety Rules; and
- (vi) Policy relating to any requirements not expressed in (i) to (v) above that may need to be fulfilled prior to the Meter Operative undertaking a connection to that Distribution Business' assets and the means by which MOCOPA Operators may obtain information as to that policy, in accordance with the Electricity Safety, Quality and Continuity Regulations 2002 (as amended).

TECHNICAL

- (vii) Typical working practices affecting installation in different areas;
- (viii) Typical wiring diagrams where used (NOTE: there will be need for disclaimers as to application in every case);
- (ix) Typical metering practices supporting Site-specific information;
- (x) Security practices and special requirements to prevent/deter tampering and interference;
- (xi) Contact details for Distribution Business Metering Equipment calibration and commission test records.

COMMERCIAL

- (xii) Return address and contact details for removed Distribution Business meters;

- (xiii) Re cubicles, whether access to/use of is permitted and any associated commercial arrangements; and
- (xiv) Arrangements and contact details for MOCOPA Operators to obtain items from Distribution Businesses, such as fuses and/or fuse carriers;
- (xv) Contact details for data flow queries.

ESCALATION

- (xvi) Contact details for general escalation issues.

A2.2 Part 2: Site-specific Information

Upon request from a MOCOPA Operator the following Site-specific information shall be provided by a Distribution Business, either electronically using data flow D0215, or by fax. CT and VT test certificates will also be faxed if they are available.

Data Item Name	Data Item Reference
CT Class	J0505
CT Rating	J0506
CT Ratio	J0454
Meter Equipment/Service Location	J1025
MPAN Core	J0003
Number of Phases	J0427
Supply Capacity	J0456
Supply Voltage	J0443
VT Class	J0677
VT Rating	J0678
VT Ratio	J0455

A2.3 Part 3: HV/LV CT Metering Label

(Implementation by the 1st January 2012)

This label enables the Distribution Business to provide relevant information to MOCOPA Operator associated with VT and CT metered installations. It will be adhered to the inside of the metering cabinet door or placed adjacent to the Test Terminal Block (TTB) at the meter position, the former being the preferred option for security i.e. to avoid unauthorised tampering/removal or fading of the information due to a combination of direct light/time.

It will be used for both HV and LV CT connections and in most circumstances negate the need of the MOCOPA Operator, BSC Technical Assurance Agent and other parties to obtain the information directly from equipment nameplates etc., which are often inaccessible with the connection Energised. The label format accommodates single and multi-phase LV and HV systems.

This label will be completed by the Distribution Business VT/CT installation/commissioning engineer either, preferably using pre-formatted computer/labelling software or, handwritten using an indelible pen. The label must be completed and fixed before energisation for any new or modified metering installation.

HV/LV CT Metering Label

Voltage/Current Transformer Information							
VT/CT	Phase	Manufacturer	Serial Number	Single/Dual/Multi (Ratios Available)	Rating (VA)	Class	Ratio (Connected)
VT	L1	Sadtem	01-114274	Single	50	0.5	11,000/110
VT	L2	-	-	-	-	-	-
VT	L3	Sadtem	01-114275	Single	50	0.5	11,000/110
CT	L1	Alstom	01/8166500	Low Ratio of 200/100/5	10	0.5s	100/5
CT	L2	-	-	-	-	-	-

CT	L3	Alstom	01/8166501	Low Ratio of 200/100/5	10	0.5s	100/5
Distributor Company: A. N. Networks			Installation/Commissioning Engineer: A. N. Other				Date:
A. N. Date							

The actual size of the label has not been proscribed and an example of the information requirements is shown in italics on the above label.

Label Completion Details

VT/CT – these installations require both a voltage and current reference

Phase – defined as L1, L2 and L3 connection identifiers

Manufacturer – as described e.g. Sadtem

Serial Number – this number is usually unique to the relevant manufacturer and can be structured in various formats. It is important that the Meter Operatives have an understanding of the various configurations and meanings that are applied e.g. year of manufacture, batch number and serial number etc.

VT Ratio (HV) – e.g. 11,000/110 or 6,600/110

Voltage Ratio (LV) – e.g. 400/230 volts

CT Ratio – e.g. 200/100/5 (dual ratio) can be set to either high or low rating. The values specified will be actual connected ratios and for additional information it is essential for contact to be made with the Distribution Business

Rating (VA) – this is the power output of a VT or CT and the connected burden must not exceed this rating as the overall accuracy of the metering system will be affected

Class – this will need to be appropriate to the relevant Code of Practice i.e. CoP 5 or CoP 3 determined by the Customer's demand/load requirements

Single/Dual/Multi Ratio – most installations for LV are single ratio CT's and for HV installations the VT is normally a single ratio with dual ratio CT's. For some HV installations the CT's may be multi ratio with dual ratio VT's. If there is any doubt, then these variations must be confirmed with the Distribution Business as the overall accuracy of the Metering Equipment will be affected

A2.4 Part 4: MOCOPA Operator Information

Contact name(s) and detail(s) for operational, safety, technical, commercial and escalation liaison.

OPERATIONAL/SAFETY

- (i) Contact details for:
 - a. New supply liaison;
 - b. Pre-modified HV and LV CT supply liaison; and
 - c. Post modified HV and LV CT supply liaison.

TECHNICAL

- (ii) Contact details for MOCOPA Operator Metering Equipment calibration and commission test records.

COMMERCIAL

- (iii) Contact details for:
 - a. Dangerous situation (category A) Distribution Business Site attendance liaison;
 - b. Asset condition reporting queries; and
 - c. Data flow queries.

ESCALATION

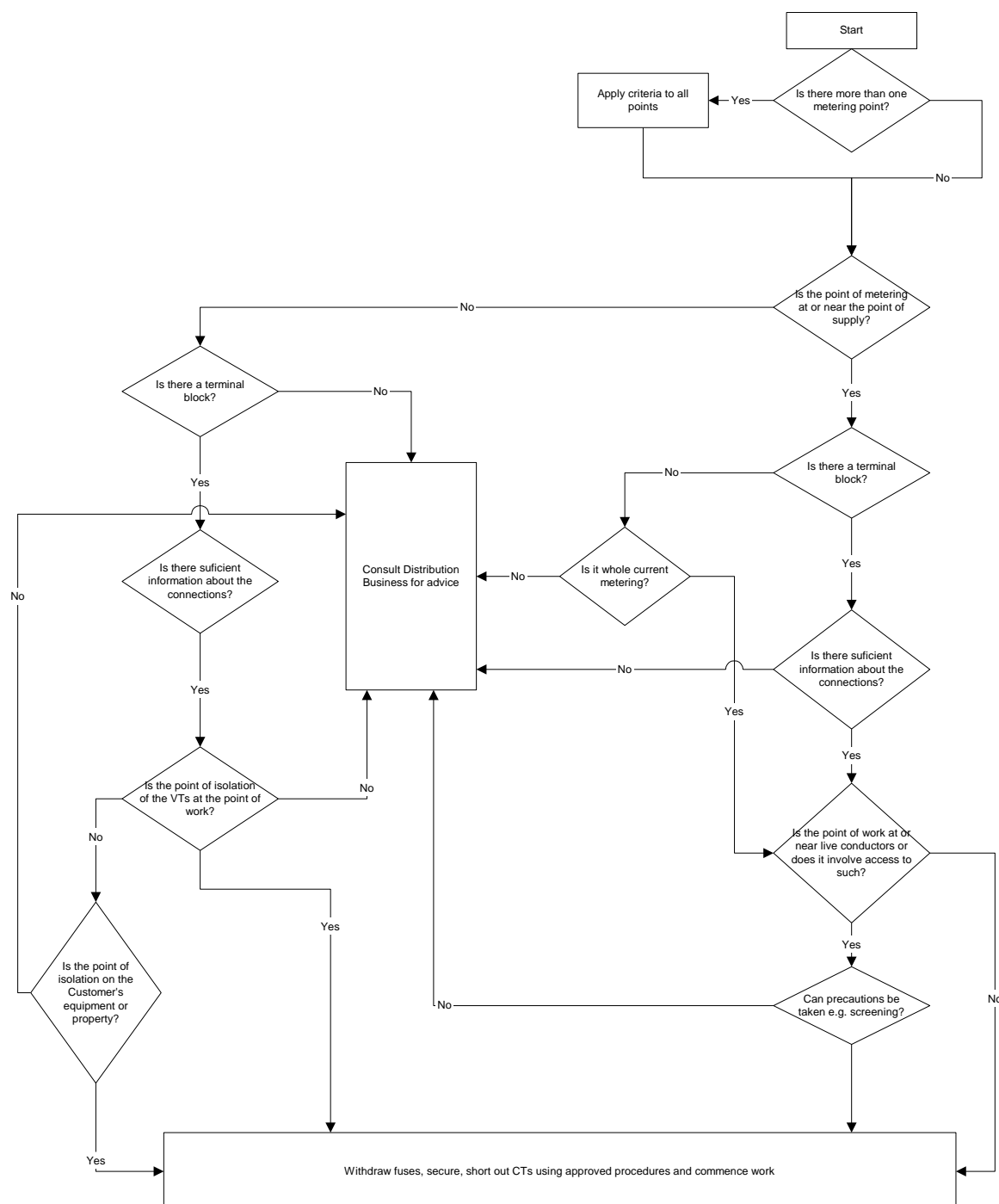
- (iv) Contact details for general escalation issues.

APPENDIX 3 – NOT IN USE

This page is deliberately left blank

APPENDIX 4 - DECISION CHART FOR RISK ASSESSMENT OF ON SITE WORKS

NOTE: This diagram is for guidance only and assumes that Meter Operatives have the requisite authority to proceed through any stage e.g. to withdraw fuses in the case of whole current metering.



APPENDIX 5 - MODEL FORM OF DOCUMENT RELATING TO COMPETENCY

CERTIFICATE NO.

Name and address of company providing certificate of competency

CATEGORY OF COMPETENCY

(Delete whichever of the following items are not applicable)

Category 1

Connection of LV whole-current meters with unrestricted access to the Site of work and the competence to make the point of work safe.

Category 2

Connection of a CT-operated meter remote from the point of supply to a terminal block with access to voltage fuses which are not in the vicinity of live conductors.

Category 3

As Category 2, but where voltage fuses are in the vicinity of live conductors.

Category 4

Connection of a CT-operated meter at the point of supply on or near live conductors.

Name of Competent Person (BLOCK LETTERS) _____

Name and Address of Employer _____

Approved by

Position

Date

Received

Date _____

This Certificate is valid until:

Date _____

A copy of this Certificate shall be held by the Competent Person named above. All Competent Persons shall observe the relevant provisions of this Agreement.

NOTE: The MOCOPA term and/or logo is not to be used on this Certificate.

APPENDIX 6 - GENERIC OPERATIONAL AND SAFETY CONSIDERATIONS AT THE DISTRIBUTION BUSINESS/ MOCOPA OPERATOR INTERFACE

1. This Appendix describes the operational and safety requirements that apply to work activities on or near those parts of a Distribution System where a MOCOPA Operator is likely to be working.
2. The requirements are specified to enable Distribution Businesses to minimise to an acceptable level the "duty of care" that Distribution Businesses, as owners of the Distribution System apparatus, have to a MOCOPA Operator who wishes to install, operate and maintain meters in accordance with this Agreement.
3. A Distribution Business shall expand upon this Appendix by specifying any additional statements that it considers necessary to take account of any special hazard or operational requirement, particularly where this relates to a local non-standard arrangement.
4. The MOCOPA Operator will have to ensure that the competence of the person carrying out work on Site includes knowledge and understanding appropriate for the work undertaken and in particular as to work "in proximity to service terminations" and "removal of covers" as described below.
5. The MOCOPA Operator has the option to train his employees or contractors to meet the competency requirements appropriate for operation of Low Voltage fuses and/or entrance to Distribution Business substations (see 3.2 of Schedule 5) or to contract with the Distribution Business to provide a competent person to accompany his operative(s). For example, depending on previous Distribution Business policies, the MOCOPA Operator may decide to rely on the Distribution Business to provide accompanied access on the rare occasions that access is required to a particular Distribution Business's substation.

Inspection and reporting of unsatisfactory apparatus

6. Whilst Distribution Businesses endeavour to maintain all their apparatus in a satisfactory condition, circumstances will arise where apparatus has been damaged or has faulted without the Distribution Business being immediately aware.
7. It is important that the person responsible for work on or near any Distribution System apparatus makes a visual inspection of the apparatus, noting also whether there are any smells of burnt insulation, signs of melted compound or noises indicating electrical discharge. If any apparatus is found to be in an unsatisfactory condition, the appropriate Distribution Business must be contacted. If the apparatus is unsafe the work shall be suspended until the Distribution Business can attend and rectify the problem.

Work in proximity to service terminations

8. Distribution Business service termination apparatus is usually designed to withstand inadvertent contact by persons who are working near to it. If, however, sharp tools such as electric drills etc. are being used in close proximity, a risk assessment may deem necessary the placement of temporary additional mechanical protection between the point of work and the apparatus to prevent the sharp tool from piercing the insulation/screening of the apparatus.

If, upon assessing the risks that might arise from conducting works, the MOCOPA Party considers that there is an unacceptable risk of disturbance of Customer equipment (and/or terminations) then the MOCOPA Party must consider what preventative measures (e.g. cable clips) or reactive measures (e.g. retightening terminations) would be necessary to reduce risks arising from their intended works, but leave open the option to not conduct the works until further advice is sought from the Customer.

Reactive measures (e.g. retightening terminations) would be necessary to reduce risks arising from intended works on Distribution Business and/or Metering Equipment but leave open the option to not conduct the works until further advice is sought from the Distribution Business or MOCOPA Operator as appropriate.

Removal of covers

9. Persons responsible for Site safety should be aware that access covers, doors etc. on Distribution System apparatus may not be specifically marked with notices warning that removal of the cover, door etc. may allow access to bare live conductors. Any person who removes any cover, door etc. must treat all exposed conductors as live until proved not live. Before any work takes place all appropriate precautions must be taken to prevent danger of shock and injury, from arc energy associated with a short circuit.
10. Any covers which are removed shall be properly replaced on completion of the work. The work area must not be left unattended whilst any covers are removed.

Removal and replacement of cut-out fuses

11. A Distribution Business may require, as part of its Low Voltage system control procedure, that permission to remove/replace cut-out fuses is obtained and reported in accordance with its normal operating procedure. Alternatively, the Distribution Business Low Voltage system control procedure may allow the removal or replacement of LV cut-out fuses to take place without reference to control other than the requirement for any incident/accident to be immediately reported (see below).
12. Persons removing or replacing cut-out fuses must be competent to recognise which LV fusegear can be safely operated using the correct protective personal equipment. Persons must also be competent to recognise if an incorrect type of fuse is in place or if any interphase insulating barriers are missing. It is expected that the Distribution Business will attend in these circumstances in the manner described in paragraph 7 above.
13. Where work is to be carried out at a location remote from an appropriate point of isolation a "caution notice" (in the form agreed with the Distribution Business) shall be placed at the point of isolation whilst the fuses are removed, and work/testing is being carried out.
14. After the LV fuses have been replaced, a check shall be made that supply has been properly re-established, i.e. a fuse has not failed through being mechanically disturbed (e.g. if dropped on the floor). A Distribution Business may agree to provide a MOCOPA Operator with spare fuses and fuse holders.
15. Cut-out fuses shall be properly tightened and covers/seals correctly re-applied.

Access to Distribution Business substations

16. In the case of a joint access Distribution Business/Customer substation, the Customer will provide access to the substation for the MOCOPA Operator.

17. Where joint access to a Distribution Business substation is required, suitable dual locking may be agreed between the Distribution Business and the MOCOPA Operator.

The MOCOPA Operator shall be advised by the Distribution Business of the normal requirements that apply to access to and/or work in all relevant substation(s). These requirements may for example include the need to make appropriate entries in the substation logbook or to report to a Distribution Business control point. The MOCOPA Operator will need to establish procedures so that any person to whom it permits access to the substation will comply with these requirements, as well as the safety precautions stated in paragraph 18 below.

18. Any person with authority to enter a Distribution Business substation shall do so with caution and shall:

- (i) look out, particularly at night, for temporary obstructions and excavations due to work in progress and also for any reduced electrical clearances due to damaged or broken conductors;
- (ii) note the emergency exits;
- (iii) examine the exterior of any apparatus being worked on and associated buildings for any signs of damage by vandalism, fire, explosion or electrical breakdown and report the existence of the same to the Distribution Business control point;
- (iv) listen for any unusual noise coming from transformers, switchgear, cable terminations, overhead connections or any other apparatus;
- (v) make a point of sniffing the air inside the substation building for any smell of damaged insulation, overheating vapour or gas or other evidence of damage to apparatus or danger;
- (vi) refrain from switching on lights, operating any electrical equipment, using the telephone, smoking or causing any form of ignition until satisfied that no gas or flammable vapour is present; and
- (vii) if the presence of gas or other flammable vapour is suspected, ventilate the substation by opening as many doors as possible without entering the building. The Distribution Business control point shall be notified.

Access to fire protected zones

19. Unless alternative (local Distribution Business) procedures apply, the following action shall be taken before access to work, or other activities are carried out in any enclosure protected by automatic fire extinguishing equipment:

- (i) precautions shall be taken to render the automatic control inoperative. The equipment shall be left on hand control and a caution notice (in the form agreed with the Distribution Business) fitted. The conditions under which automatic

control may be restored shall be noted on any written work instructions used;
and

- (ii) the automatic control shall be restored immediately after the persons engaged on the work or other activity have withdrawn from the protected enclosure.

NOTE: Appropriate warning notices should be provided by the Site owner on all fire protected areas, but they may have been removed/obscured by vandalism.

Work where exposed live Low Voltage conductors are present

- 20. If work or other activity is to be carried out in the vicinity of exposed LV conductors, suitable screening to prevent danger shall be installed by the MOCOPA Operator between the work area and the exposed LV conductors. The screening/barrier will need to be adequate to prevent mechanical as well as electrical contact.

Reporting of incidents/accidents/specified events

- 21. If work being carried out by a MOCOPA Operator affects Distribution System apparatus such that the safe and secure operation of the Distribution System is or may be put at risk, the appropriate Distribution Business contact/control point shall be immediately notified.

Access/operational restrictions

- 22. If a Distribution Business has to place an access/operational restriction on any of its Distribution System apparatus or premises, such that it affects a MOCOPA Operator, the Distribution Business shall notify the MOCOPA Operator in accordance with Appendix 2.

APPENDIX 7 -GUIDELINES FOR THE ASSESSMENT OF COMPETENCY OF METER OPERATIVES

1. General definition

There is no accepted definition of a competent person. Regulation 16 of the Electricity at Work Regulations (as amended), states:

"No person shall be engaged in any work activity where technical knowledge or experience is necessary to prevent danger or, where appropriate, injury, unless he possesses such knowledge or experience, or is under such degree of supervision as may be appropriate having regard to the nature of the work."

2. Components

The Memorandum of Guidance on the Electricity at Work Regulations indicates elements of "technical knowledge or experience" referred to in Regulation 16. The following is based upon this, but reference should be made to the exact wording in the Memorandum:

- (i) Understanding of the general requirements of safety legislation and how these translate into personal duties and obligations;

This may include the need to report incidents or equipment found faulty;

- (ii) Adequate knowledge of electricity and experience of general electrical work;

This could imply electrical apprenticeship followed by work experience in a field related to meter installation, or "time-serving" in such field;

- (iii) Knowledge and experience of the specific work method;

This may have safety implications in that incorrectly performed work may cause danger, e.g. incorrect polarity, overheating caused by unsatisfactory connection;

- (iv) Understanding of the system to be worked on and of surrounding hazards and the safety precautions which must be taken to prevent or avoid danger;

These may include non-electrical hazards, e.g. CO₂ installations;

- (v) Ability to recognise conditions under which work must not be commenced or its progress curtailed or ceased;

This may include recognition of the Meter Operative's own shortcomings, lack of experience or training including the need for assistance, supervision or more information.

3. Specific technical criteria

The following gives examples of the range of technical knowledge, acquired through training and/or by experience, which may be appropriate depending upon the work that the Meter Operative is required to carry out:

(i) Current transformers

Knowledge of principles of construction and operation.

Appreciation of ratio and polarity.

Understanding of the relationship between burden, ratio and phase angle errors.

Appreciation of the methods of connection and effects of open circuiting the secondary.

(ii) Voltage transformers

Knowledge of principles of construction.

Understanding of the relationship between burden, ratio and phase angle errors.

(iii) Secondary wiring

Familiarity with wiring installation practices with special reference to the identification requirements of the Energy Networks Association's Technical Specification 50-19, or any other equivalent or replacement standards from time to time.

Methods of testing insulation resistance and continuity.

(iv) Wiring diagrams

Familiarity with wiring diagrams and their interpretation.

(v) Meters

Understanding of the principles of measurement of kWh, kVAh and kVArh and the use of two and three-element polyphase meters.

(vi) Sealing

Knowledge of requirements of the BSC Procedure or Market Procedure (as appropriate) and relevant directions as to the sealing of Metering Equipment.

(vii) Testing and test equipment

Familiarity with the use of equipment for measurement of voltage and current, polarity and phase rotation, and active and reactive energy.

Awareness of the accuracy limits of equipment and the requirement for regular calibration checks.

4. Safety criteria

The following gives examples of the range of safety knowledge, acquired through training or by experience, which may be appropriate depending upon the work that the Meter Operative is required to carry out:

(i) Inspection and reporting

Knowledge of the procedures for reporting of dangerous incidents, dangerous situations, defects or asset condition information.

Understanding of the need visually to inspect prior to work and to report any deficiencies to the appropriate parties.

Understanding the content of the MOCOPA Guidance for Service Termination Issue Reporting document.

(ii) Connection of meters to test/isolating Facilities

Understanding of the procedures to interrupt the voltage supply by withdrawal of fuses and short out current transformers by means of suitable links.

Familiarity with the practical methods of carrying out these precautions and the steps to ensure that no unauthorised interference negates them.

(iii) Work in proximity to service terminations

Knowledge of the dangers arising from damage to service terminations.

Familiarity with the use of correct tools and equipment and the need to apply mechanical protection where necessary.

Use of appropriate Personal Protective Equipment (PPE).

(iv) Removal of covers

Awareness of dangers such as bare live conductors and/or terminals which may be exposed following removal of a cover.

Knowledge of the precautions to be taken to screen or otherwise prevent injury.

Understanding that the work area should not be left unattended whilst covers are removed.

(v) Work in the vicinity of live LV conductors

Knowledge of materials and techniques adequately to screen the work area from danger, taking account of both electrical and mechanical considerations.

(vi) Removal of cut-out fuses

Awareness of the need visually to inspect the cut-out prior to removal of covers and prior to removal of fuses.

Understanding of the dangers which such inspection may reveal and the steps which may then need to be taken.

Familiarity with the removal and replacement of fuses in a safe manner including insertion techniques and the use of protective equipment where necessary e.g. insulating gloves, fuse pullers, insulating sheet, additional phase barriers, terminal shrouds, eye protection etc.

Understanding of additional precautions to ensure continuing safety such as the use of caution notices and safekeeping of removed fuses.

Knowledge of the use of voltage testing devices to prove 'not live' before work commences and to check restoration on completion of the work.

(vii) Access to Distribution Business substations

Understanding of the need for adequate authority to enter and of the conditions under which access is allowed, which may include requirements to notify the Distribution Business control engineer and make suitable entries in any logbook.

Knowledge of basic precautions to be taken prior to and during entry, such as visual checks of surroundings and the equipment and tests for the presence of gas, including ensuring continuing safe egress.

Awareness of the dangers that might be inherent in equipment within the substation and of the need to avoid actions which might lead to the inadvertent operation of switches or protective devices.

(viii) Access to fire protected zones

Ability to recognise substations or other locations where fire protection is installed.

Knowledge of the procedures for rendering and keeping safe whilst entry is affected where these have been indicated by the Distribution Business, and for proper restoration of the protection.

Knowledge of actions to be taken in the event of a fire protection system operating whilst the Meter Operative is still in the substation.

(ix) Safety documentation

Familiarity with any relevant safety document which may be required and with the procedures for issue and cancellation.

(x) Access/operational restrictions

Awareness of the procedures which the Distribution Business adopts for notification of access/operational restrictions and the need to check whether any such restriction is in effect at the specific Site.

APPENDIX 8 - REQUIREMENTS FOR THE SEALING OF METERING EQUIPMENT AND RELATED DISTRIBUTION BUSINESS EQUIPMENT BY MOCOPA PARTIES

A8.1 OBJECTIVES AND FIELD OF APPLICATION

The objectives of the sealing of Metering Equipment and Distribution Business Equipment are:

- (A) To ensure basic safety – access to live conductors should require a tool;
- (B) To provide an indication of responsibility and/or the right to operate;
- (C) To aid with the prevention of tampering/illegal abstraction; and
- (D) To indicate the MOCOPA Party and individual to last access the Metering Equipment or Distribution Business Equipment at the Site, in the event of a dispute.

These sealing requirements apply respectively to all MOCOPA Parties. However, the principles apply to any other agent which may remove seals associated with Metering Equipment such as employees of other Data Collectors, UMETS² providers or Elexon's Technical Assurance Authority.

This Appendix specifies:

- The equipment to be sealed;
- The types of seal to be used and their purpose;
- General sealing practice; and
- Particular procedures for the control of Specified Seals and Dies.

These sealing requirements apply following initial installation and commissioning of Metering Equipment, where commissioning includes the connection of the Metering Equipment to the Distribution Business Equipment. Prior to initial installation and commissioning of Metering Equipment, it is anticipated that the Distribution Business Equipment will be sealed using an Indicative Seal as a minimum standard.

A8.2 EQUIPMENT TO BE SEALED

Table A1 indicates the equipment to be sealed.

Where any equipment is required to be sealed by either a Security Seal or a Specified Seal and is contained within a 'housing', and that housing is sealed to the same standard, sealing of the individual items within is not obligated.

A8.3 TYPES OF SEAL AND PURPOSE

Appendix 8 indicates the following types of 'seal':

1. Specified Seals;

²A UMETS provider is the entity providing the urgent metering services.

2. Security Seals;
3. Indicative Seals; and
4. Padlocks.

These are additional to the prescribed seals required to be applied to electricity meters which are certified, as per SI 1998 No 1566, and to the seals required by the Measuring Instruments (Active Electrical Energy Meters) Regulations (2006), which should under no circumstances be removed.

A8.3.1 Specified Seals

A Specified Seal is designed to meet the objectives of (A), (B), (C) and (D) in A8.1 and will comprise a ferrule appropriately crimped onto a Wire Rope.

A8.3.1.1 The requirements of a ferrule of a Specified Seal are that it shall:

- (A) be a tin-plated, annealed, copper ferrule;
- (B) not be less than 5.0mm long; and
- (C) have the identification symbol appropriate to the MOCOPA Party or the MOCOPA Party's company name, marked on one side of the ferrule or on a flange or protuberance, provided that the design of the flange or protuberance is one approved by the Registration Authority. Alternatively, the identification symbol or company name may be impressed on the ferrule by the Sealing Pliers when the ferrule is crimped.

A8.3.1.2 The requirements of Wire Rope are that it shall:

- (A) be manufactured from zinc-coated steel wire complying with BS EN 10264-1:2012; and
- (B) have a diameter of not less than 0.914mm.

A8.3.1.3 The requirements for Sealing Pliers are that it shall:

- (A) crimp the ferrule of a Specified Seal onto the Wire Rope sufficiently to withstand a tensile load of not less than 200N, in order to secure equipment so as to prevent accidental breaking or removal of the seal or Wire Rope;
- (B) impress the side of the ferrule with a minimum three-character identification number of the operative, and where appropriate, the identification symbol or company name of the MOCOPA Party; and
- (C) have a correctly operating Sealing Plier ratchet mechanism.

A8.3.1.4 The control of Sealing Pliers and associated Dies is specified in A8.5.

A8.3.2 Security Seals

A Security Seal is designed to meet the objectives of (A), (B) and (C) in A8.1, and as a minimum would require a tool to remove.

A8.3.3 Indicative Seals

An Indicative Seal is designed to meet the objectives (B) and (C) in A8.1. The seal should be relatively robust to deter tampering and would indicate where interference has occurred. An Indicative Seal should be appropriate for its intended application.

A8.3.4 Padlocks

General practice is to use brass bodied, hardened steel hasp locks with a common key suite or code so that any person with appropriate authority, issued with a master key, can open them. In some cases, a coloured sheath (e.g. red) may be applied to indicate danger. For the avoidance of doubt, the use of a padlock should only be determined by a Distribution Business.

A8.4 GUIDANCE ON SEALING PRACTICE

A8.4.1 General

Metering Equipment and related Distribution Business Equipment shall be sealed following initial installation and commissioning of the Metering Equipment and shall be resealed following any subsequent works that require the removal of seals, including any works delivered by an independent connections provider for adoption by a Distribution Business. The MOCOPA Party on whose behalf such work is carried out shall be responsible for resealing equipment and for taking the removed seals from the Site and destroying them, whether they are owned by that Party or are the property of another Party. In carrying out sealing and resealing, parties shall comply with procedures given in the Settlement Agreement and the relevant Agreed Procedures, if any, thereunder.

Certain older installations may not allow compliance with the requirement to seal. The layout and equipment in these installations may be more vulnerable to interference and care should be taken to ensure that seals are applied so far as possible to minimise the chance of interference.

Earlier practice in the UK was to use lead seals with soft wire and these seals may be encountered on older installations. In these circumstances, the seals associated with the Metering Equipment and the associated Distribution Business Equipment should be checked for signs of interference. If no evidence of interference is discovered at the sealing system then lead seals should be replaced with new seals. However, lead seals used as prescribed seals (formerly known as ESMA or specified seals), i.e. those sealing the meter case as opposed to the terminal block, should not be replaced as they are a guarantee of certification of the meter. Any signs of interference with these should be reported to the relevant Supplier.

In the event that a MOCOPA Party finds it not possible to apply the appropriate seal, in accordance with the relevant part of Table A1, a seal of the next practicable level of security shall be applied.

A8.4.2 General Guidance specific to MOCOPA Operators

Subject always to paragraphs 4.3.4 and 4.3.5 of Schedule 5, if a Meter Operative suspects that Distribution Businesses' equipment has been interfered with, he must report this to the relevant persons.

A8.4.3 General Guidance specific to Distribution Business

The absence of a seal must at once give rise to suspicion of interference, which must be dealt with, in the most careful and cautious manner (see paragraphs 4.3.4 and 4.3.5 of Schedule 5).

In the event that work requiring a Specified Seal to be broken is carried out on the behalf of a Distribution Business by an independent connections provider, the Distribution Business shall be responsible for ensuring a Security Seal (as a minimum) is applied. The Distribution Business shall be responsible for replacing any Security Seal with a Specified Seal within 28 calendar days (subject to reasonable endeavours to gain access to Site) following notification to the Distribution Business.

A8.5 CONTROL OF SEALING PLIERS AND ASSOCIATED DIES

A8.5.1 Sealing Pliers and Dies

- (A) Sealing Pliers, to be used with uniquely identified Dies for crimping and marking Specified Seals, must be provided by MOCOPA Parties for each operative.
- (B) Dies shall not be transferred between MOCOPA Parties.
- (C) No MOCOPA Party shall retain any duplicate sets of Dies.
- (D) Dies or Specified Seals shall not be used other than for sealing equipment.
- (E) Sealing Pliers with Dies that do not make legible marks shall not be used.

A8.5.2 Re-allocation/destruction of Dies

- (A) A MOCOPA Party shall be permitted to re-allocate sets of Dies that are no longer required because the relevant operative will no longer be sealing Metering Equipment or Distribution Business Equipment on its behalf. Alternatively, a MOCOPA Party may choose to destroy sets of Dies no longer required by the relevant operative.
- (B) A MOCOPA Party shall be required to destroy sets of Dies that have been damaged.
- (C) In the event of a MOCOPA Party ceasing to hold a Registration Certificate all sets of Dies shall be destroyed by it forthwith.

A8.5.3 Record of Dies

- (A) A MOCOPA Party shall record the following particulars when Sealing Pliers or Dies are issued to an operative, returned by an operative or are sent for repair and shall produce such records on request by the Registration Authority:
 - (i) the identification marks on each set of Dies held;
 - (ii) the name of the person to whom the Dies were issued or the name of the company to which Dies are sent for repair; and
 - (iii) the dates of issue and return.

- (B) A record shall be made of all Dies destroyed in accordance with paragraph A8.5.2.
- (C) A record shall be made of any sets of Dies which have been lost or stolen. The MOCOPA Party shall inform the Registration Authority immediately of any missing Dies.
- (D) A MOCOPA Party shall keep any records made under this paragraph A8.5.3 for a period not less than 10 years after the loss or destruction of Dies.

A8.5.4 Inspection of Records and Dies

On being given reasonable notice, a MOCOPA Party shall allow the Registration Authority to inspect any records or Dies required to be kept pursuant to this Appendix 8.

A8.5.5 Blank Seals

Each MOCOPA Party shall make suitable efforts to ensure sealing materials, especially pre-marked seals, are kept secure before use.

TABLE A1: EQUIPMENT TO BE SEALED AND TYPE OF SEAL REQUIRED

	Equipment	Seal Required (as a minimum)
Service Termination Equipment	Cut-out	Specified Seal
	Distribution board	Specified Seal/Padlock (as appropriate)
Whole Current Metering	Meter terminal cover	Specified Seal
	Meter case (cover)	Specified Seal (where prescribed seals are not present (see A8.3))
	Auxiliary fuses	Specified Seal
	Timeswitch/Teleswitch/ Contactor/ Isolator (forming part of Metering Equipment)	Specified Seal
	Connecting blocks (except after metering)	Specified Seal
	Token acceptor	Specified Seal
	Communications equipment	Specified Seal
	Maximum demand indicator reset	Indicative Seal
CT operated Low voltage (additional to all above)	Metering voltage circuit fuses	Specified Seal
	CT chamber	Specified Seal
	CT terminal cover	Specified Seal
	Test terminal block	Specified Seal
	Switch (controlling supply)	Padlock
	Secondary voltage fuse	Specified Seal
	Communications port	Indicative Seal
	Metering panel	Specified Seal

CT/VT operated High voltage (additional to LV)	VT racking	Indicative Seal
	VT fuses (on switchgear)	Indicative Seal
	VT Marshalling box	Indicative Seal
	VT fuses (on metering panel)	Specified Seal
	Auxiliary fuses	Indicative Seal
	CT Marshalling box	Indicative Seal

APPENDIX 9 - MOCOPA OPERATOR AND DISTRIBUTION BUSINESSES SEALING IDENTIFICATION

An up to date list of MOCOPA Operator and Distribution Businesses identification letters for their seals shall be held by the Registration Authority, and a copy of this shall be available on the MOCOPA Website.

APPENDIX 10 - GUIDANCE FOR THE ACTIONS TO BE TAKEN WHERE CT/VT DETAILS ARE NOT AVAILABLE

A10.1 This Appendix should be used as guidance for MOCOPA Operators installing and maintaining CT/VT Metering Equipment.

Flowchart for Establishing CT and VT Errors

General

A10.2 This flowchart is designed to help Suppliers, MOCOPA Operators and Distribution Businesses to establish the errors for particular CTs and/or VTs to be applied to Metering Equipment.

A10.3 The guiding principle is that the “overall accuracy” must comply with the Settlement Agreement Code of Practice requirement. For example, Settlement Agreement Code of Practice 5 issue 6 section 4.3.1 (i) requires an accuracy of +/- 1.5%. Therefore, if this flowchart results in a CT accuracy of +/- 0.5%, then the meter and associated apparatus must not exceed +/- 1.0%.

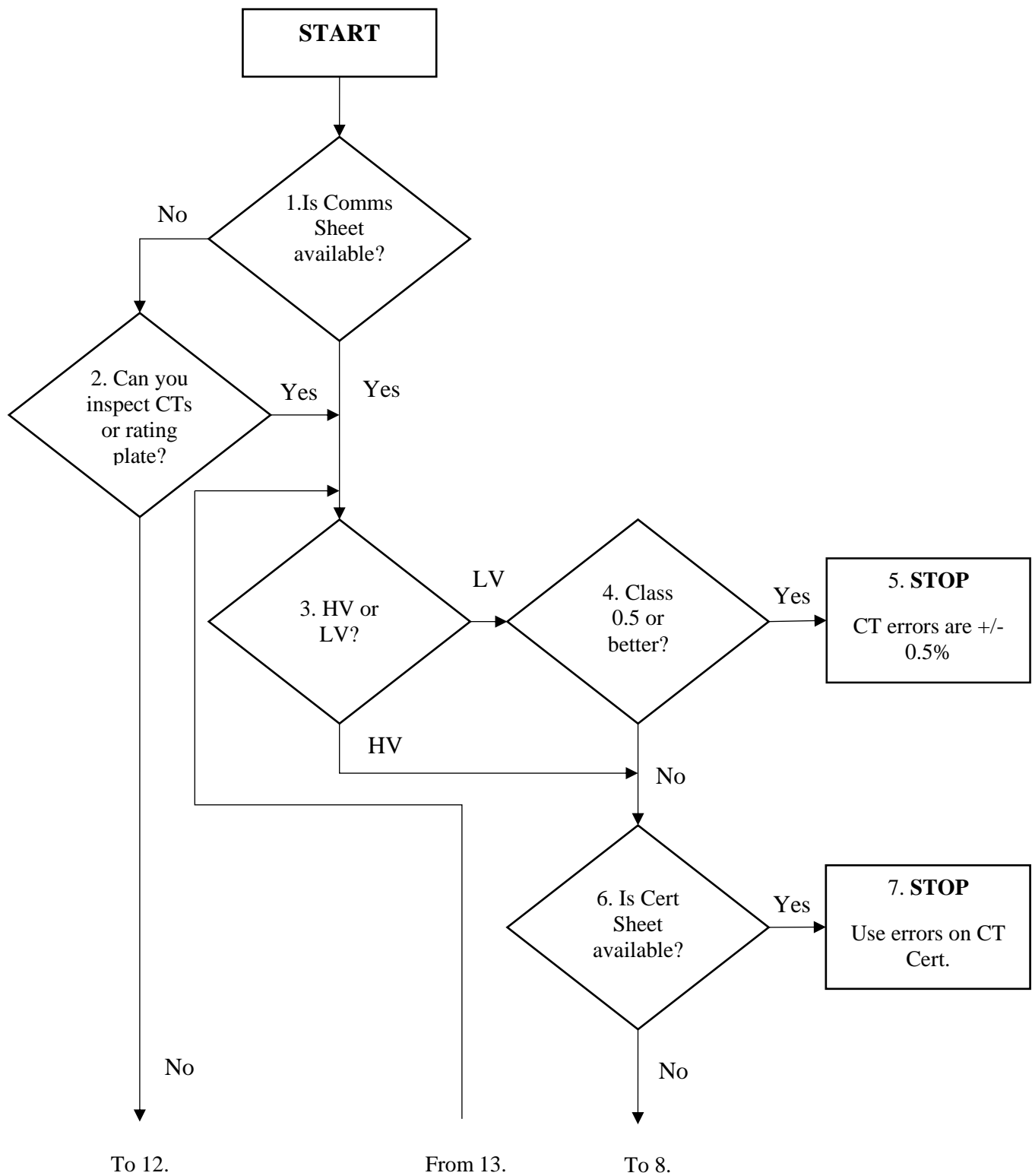
A10.4 This flowchart is not necessarily the only solution but is offered as guidance only.

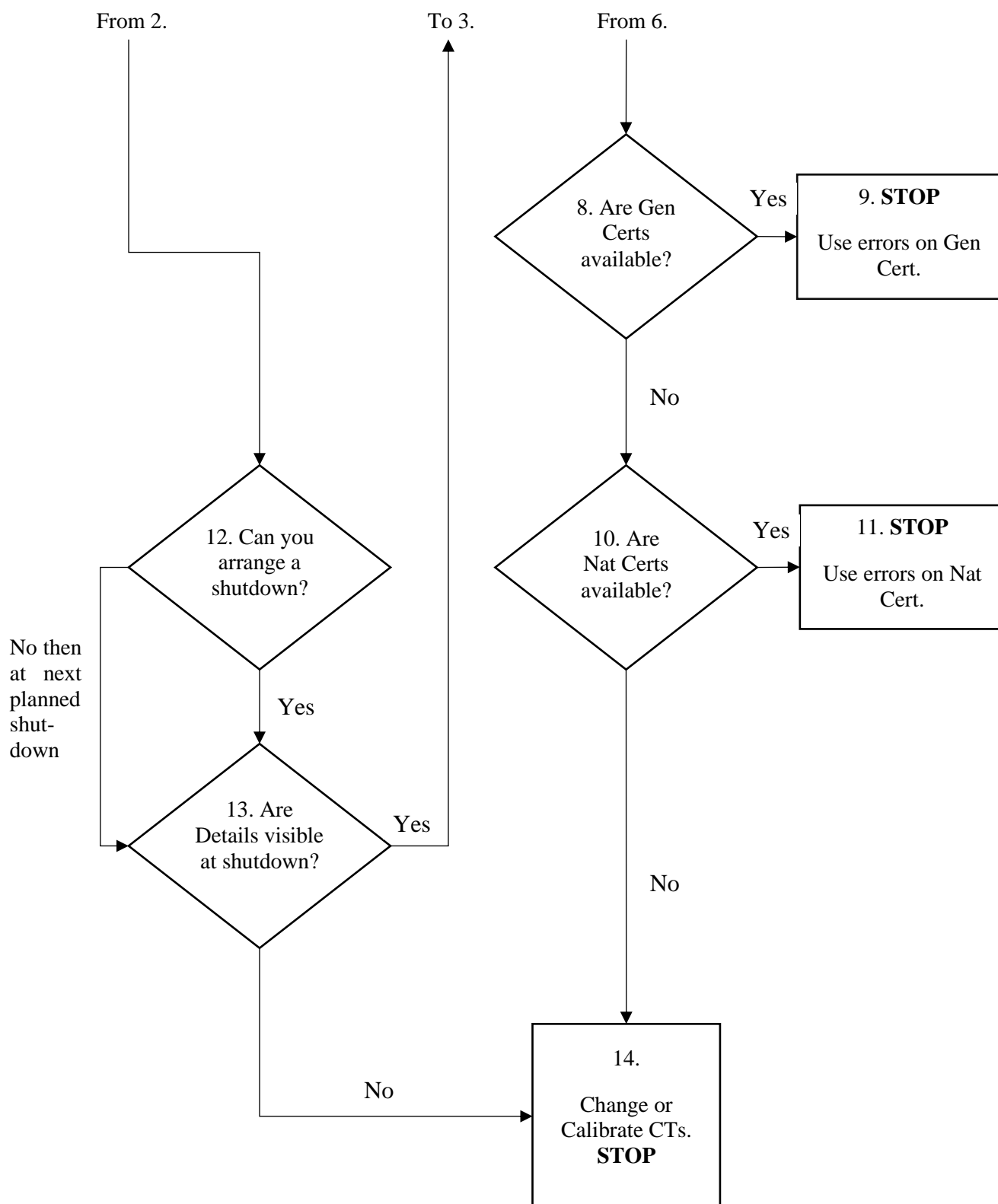
A10.5 The Technical Assurance Agent (TAA) will also use this guidance note in assessing compliance with the CoPs in accordance with the requirements of BSCP27.

Notes

- (a) Commissioning sheet (Comm Sheet) means the record of the initial installation (or change of installation) and testing of the Metering Equipment, on the Site concerned. This must include the make, class, ratio and serial number of the CTs and/or VTs. (It may, but not necessarily, include the CT errors as in b) below). (It may also, but not necessarily, include the meter errors).
- (b) CT certificate (CT Cert) means the record of the errors associated with the CT(s) together with the serial number(s). This will normally have been originally provided by the manufacturer or a meter test station.
- (c) VT certificate (VT Cert) means the record of the errors associated with the VT(s) together with the serial number(s). This will normally have been originally provided by the manufacturer or a meter test station.
- (d) Visual inspection of CTs and/or VTs requires access to the CTs and/or VTs and the label and consequently the serial number. This may have safety implications and for this reason an option is included if this is not possible. However, this should be a last resort.
- (e) Generic Certificates (Gen Certs) means the Generic Certificates for CTs and/or VTs provided by the Distribution Business.
- (f) National Certificates (Nat Certs) means the National Certificates held on the National Database by Elexon.

Flowchart for CTs (use similar process for VTs)





APPENDIX 11 - CABLE IDENTIFICATION

A11.1 For whole current metering, load-carrying conductors shall be marked either L and N for single phase supplies, or L1, L2, L3 and N for polyphase supplies, whenever metering work is carried out. The markings shall be applied as a minimum:

- (a) at the meter terminals (except the incoming terminals where security devices are fitted); and
- (b) at any equipment fitted by a MOCOPA Operator, Distribution Business or UMetS provider on the outgoing side of the meter which interfaces to the Customer's installation (e.g. isolation/supply switch, timeswitch, terminal blocks).

The markings may be by printed tape, tag or other suitable permanent medium.

A11.2 The MOCOPA Operator or Distribution Business shall only connect a new Customer's circuit provided it is clearly and unambiguously identified at the end to be connected, either by colour or marking (e.g. L, L1, L2, L3, N) in accordance with the current version of BS 7671.

A11.3 For single insulated cables, or the insulation of insulated and sheathed cable, the MOCOPA Operators, Distribution Businesses and UMetS providers shall use the following colours where they provide new or replacement cables.

The insulation of the line conductors of a polyphase phase supply shall be either:

- a. all brown and marked L1, L2, L3 at both ends, or
- b. brown, black and grey and marked L1, L2, L3 at both ends.

All neutral conductors shall have blue insulation and marked N at both ends.

For conductors of less than 500mm in length and clearly visible throughout, marking at one end may be considered acceptable.

A11.4 For insulated and sheathed cables, the sheath may be the same colour as the insulation (as defined in A11.3). Where the sheath colour is not the same as the insulation, then it should be a colour other than brown, black, grey, blue, yellow, red, green or green-yellow, i.e. not any colour that is currently, or has historically, been used to identify line, neutral or earth conductors.

Where cables between the cut-out and outgoing side of the Metering Equipment require replacement then all cables should be replaced by cables which comply with the A11.1 A11.3 and A11.4.

A11.5 Distribution Businesses will use the Energy Networks Association Technical Specification 50-19 standard ferruling marking at the interface (test terminal block and/or fuses/link) for all new and altered wiring. At the Distribution Business terminations, the markings shall be:

CTs:

D11, D10, D31, D30, D51, D50 (odd is "feed")

(Where a common return is used, then D10, D30, D50 become D70)

Metering Potentials:

E10 or E11, E30 or E31, E50 or E51

(depending on whether the interface is the fuse/link or the test terminal block after the fuse).

A11.6 Distribution Business CT metering secondary voltage and current conductors for all new and altered wiring shall be either:

- (a) all one colour; or
- (b) brown, black, grey (phase colours) and blue (neutral).

A11.7 MOCOPA Operators shall use the Energy Networks Association Technical Specification 50-19 ferruling marking for all new and altered CT metering wiring, and all CT metering secondary voltage and current conductors shall be:

- (a) all one colour; or
- (b) brown, black, grey (phase colours) and blue (neutral).

For avoidance of doubt, this may be a different colour to that provided by the Distribution Business. Auxiliary wiring (e.g. pulse, rate change and communications signals) does not need to conform but should be suitably identified.

For clarity, the Energy Networks Association Technical Specification 50-19 requirements in A11.5 and A11.7 secure a clear identification of the different conductors and should be adopted as best practice for identification.

APPENDIX 12 - CUSTOMER'S ELECTRICAL EQUIPMENT CHECKLIST

The model checklist and text may be used by MOCOPA Operators to fulfil the recommended on-Site working practices as defined within Schedule 5 paragraph 2.5 (I).

A12.1 Model Checklist/Text

To the occupier

VISUAL INSPECTION OF YOUR ELECTRICAL INTAKE POSITION

It is recommended that the electrical installation in your home is checked by a registered electrician competent person at least once every ten years to confirm whether or not it is in a satisfactory condition for continued service.*

Whilst replacing your electricity meter, the Meter Operative observed the following safety issue(s) with the equipment in your electrical intake position that need to be brought to you, or your landlord's, attention:

If any of the following issues have been observed, Electrical Safety First+ recommends that advice is sought from a registered electrician about upgrading your protection against electric shock and fire as a matter of urgency. An inspection by a registered electrician is likely to result in a cost to you even if no work is required.

	<i>Your electrical equipment is damaged, exposing live parts to touch. The equipment needs to be repaired or replaced as a matter of urgency to prevent the risk of electric shock</i>
	<i>Your electrical installation appears not to be adequately earthed. The purpose of earthing is to minimise the risk of electric shock and/or fire in your home if a fault occurs in your electrical installation or an electrical appliance</i>
	<i>Your consumer unit (fuse box) or other equipment is showing signs of overheating. Overheating can be caused by overloaded circuits or loose connections, and can be the cause of fire</i>
	<i>The cables connecting the meter to your consumer unit are in a poor/damaged condition. The cables need to be replaced (in conjunction with your electricity supplier/meter operator)</i>
	<i>Your electrical installation is not adequately main bonded. The purpose of bonding is to minimise the risk of electric shock to anyone in your home who may be touching two separate conductive parts when a fault occurs somewhere in the supply or in the electrical installation</i>

If any of the following issues have been observed, Electrical Safety First recommends that you seek advice from a registered electrician.

	<i>You should test your voltage-operated earth-leakage circuit-breaker. If the device does not trip when tested, you will be at serious risk of electric shock if a fault develops in your electrical installation or in an electrical appliance. The test should be repeated on a quarterly basis</i>
	<i>The cables connecting the meter to your consumer unit, and/or the earthing conductor for your installation, appear to be under-sized</i>
	<i>Access to your consumer unit (fuse box) is too restricted. Consideration should be given to having your consumer unit relocated to improve access to it in the event of an emergency, to re-set circuit-breakers or replace fuses in the event of a fault, and to enable you to test the RCDs** (if any) at the recommended quarterly intervals</i>

	<i>You have a very old arrangement of separate main switches. Consideration should be given to having them replaced with a modern consumer unit (fuse box) incorporating RCDs to give you increased protection against electric shock and fire</i>
	<i>Other observed issues, such as combustible materials in vicinity of metering equipment.</i>

Whilst the Meter Operative may have observed defects, damage or deterioration which may present electrical safety hazards, such an inspection alone cannot fully determine whether an installation is safe for continued use.

For further information and advice about electrical safety in and around your home, visit <http://www.electricalsafetyfirst.org.uk/>

+ Electrical Safety First is an independent charity committed to reducing deaths and injuries caused by electrical accidents at home and at work.

** Registered electricians in your area can be found by visiting <http://www.electricalsafetyfirst.org.uk/find-an-electrician/>*

*** An RCD (residual current device) is a potentially life-saving device that is designed to prevent you getting a fatal electric shock if you touch something live, such as a bare wire. It gives you a level of personal protection that ordinary fuses and circuit-breakers can't provide. Like smoke detectors, RCDs installed in your home could one day save your life!*

A12.2 Description of what the question means and what would need to be carried out on Site

Consideration by MOCOPA Operators must be given to the expected action that the Customer and in turn the Customer's electrician must take in response to points raised, specifically in relation to whether a means of independent isolation (isolator switch) should be fitted.

Your electrical equipment is damaged, exposing live parts to touch

- Visual inspection of the meter position and the near surrounding area, typically this would include the consumer unit, should be ticked only if damage is serious but does not inhibit re-energisation.

Your electrical installation appears not to be adequately earthed

- Visual attempt to identify the Customer's earthing arrangement i.e. is an earth wire present if not is another form of earthing visible. No expectation of electronic testing, just that there is no earth cable visible.

Your consumer unit (fuse box) or other equipment is showing signs of overheating

- Visual signs of overheating identified – blacked housing or heat damage on the consumer unit.

The cables connecting the meter to your consumer unit are in a poor/damaged condition

- A visual sign of deterioration to the outer sheathing but which does not constitute a reason not to Energise.

Your electrical installation appears not to be adequately main bonded

- Where metallic pipes suitable for bonding are in the vicinity of the meter position, bonding should be evident.

You should test your voltage-operated earth-leakage circuit-breaker. If the device does not trip when tested, you will be at serious risk of electric shock if a fault develops in your electrical installation or in an electrical appliance. The test should be repeated on a quarterly basis

- In all cases where an Earth Leakage Circuit Breaker (ELCB) is identified, this should be brought to the attention of the consumer.

The cables connecting the meter to your consumer unit, and/or the earthing conductor for your installation, appear to be under-sized

- Where the consumer tails are less than 16mm² many MOCOPA Operators are identifying this to the consumer.

Access to your consumer unit (fuse box) is too restricted

- If the meter and the consumer unit are difficult to access it is likely that the job has been aborted. However, if it is only the consumer unit with restriction, then the advice is Customers should be suggested to consult an electrician about moving the Consumer unit.

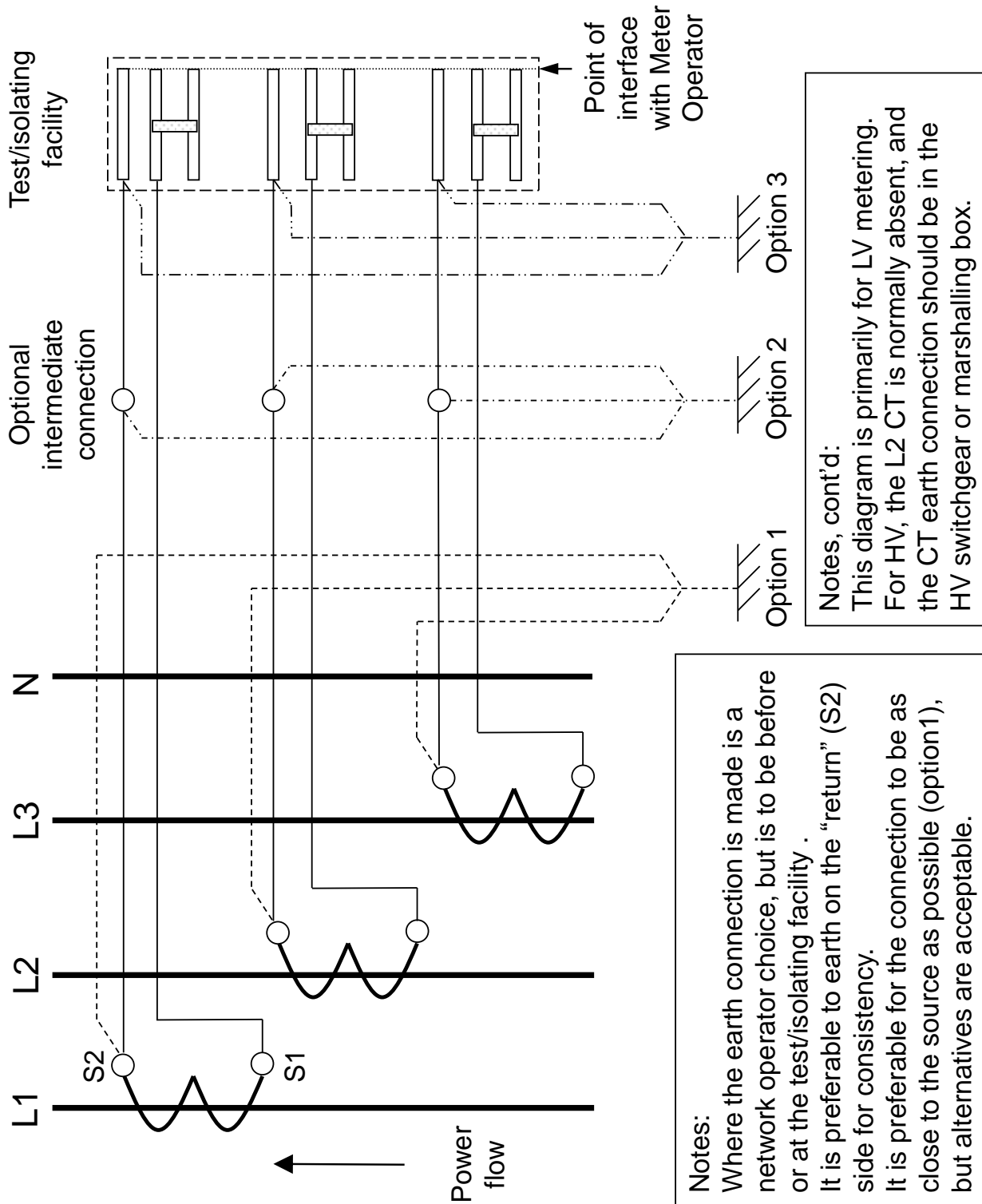
You have a very old arrangement of separate main switches

- Any installation that does not have modern Miniature Circuit Breakers (MCBs) in place should be considered here.

Other Observed Issues

A free field to be used at MOCOPA Operators (Meter Operative) discretion. This field will allow the identification of any other observed potential issues, including the identification of general safety recommendations i.e. combustible materials in the vicinity of Metering Equipment.

APPENDIX 13 – EARTHING OF CURRENT TRANSFORMERS



SCHEDULE 6 - FORM OF REGISTRATION CERTIFICATE

CERTIFICATE NO..... REGISTRATION CERTIFICATE

The Registration Authority hereby certifies that, [] whose registered office is at [] and whose registered number is [], is registered as a MOCOPA Operator pursuant to the Agreement and subject to the Conditions set out in the Annexure. The Conditions are subject to modifications or amendment in accordance with the terms of the Agreement.

Dated

Signed for and on behalf of the Registration Authority

.....

.....

ANNEXURE CONDITIONS

1. Compliance with Agreement

The MOCOPA Operator shall be a Party to and comply with the provisions of the Agreement, including in particular, the Requirements and any guidelines issued pursuant to the Agreement, insofar as the same shall apply to it.

2. Provision of information

The MOCOPA Operator shall furnish, insofar as it may lawfully do so, to the Registration Authority in such manner and at such times as the Registration Authority may require such information as the Registration Authority may consider necessary in the light of these Conditions or as it may require for the purpose of performing the functions assigned to it pursuant to the Agreement.

3. Access

The MOCOPA Operator shall grant or procure the grant to the Registration Authority in such manner and at such times as the Registration Authority may require such access to such persons, premises, records and other information as the Registration Authority may consider necessary in the light of these Conditions or as it may require for the purposes of performing the functions assigned to it pursuant to the Agreement.

4. Payment of Fees

Within 30 days after the issue of this Registration Certificate and on demand thereafter the MOCOPA Operator shall pay to the Registration Authority such Fees calculated in accordance with Clause 2 as are notified to it by the Registration Authority from time to time.

5. Terms as to cancellation

The Registration Authority may at any time cancel this Registration Certificate forthwith by notice in writing to the MOCOPA Operator:

- (1) if the MOCOPA Operator agrees in writing that this Registration Certificate should be cancelled;
- (2) if any amount payable under Condition 4 or otherwise under Clause 2 is unpaid 30 days after the Registration Authority has given the MOCOPA Operator notice that the payment is overdue;
- (3) if any of the information provided to the Registration Authority in connection with the application for this Registration Authority was at the time provided or subsequently becomes incorrect or incomplete in any material respect;
- (4) if the MOCOPA Operator is in breach of this Registration Certificate or the Agreement and such breach is incapable of remedy or remains unremedied 30 days after the Registration Authority has given the MOCOPA Operator notice thereof.

6. Termination

This Registration Certificate shall terminate immediately if the MOCOPA Operator ceases to be a Party to the Agreement.

7. Definitions

The "Agreement" means the Meter Operation Code of Practice Agreement of that name made between the Distribution Businesses named therein (1), the MOCOPA Operators named therein (2) and the Registration Authority named therein (3), as amended from time to time.

Terms defined in the Agreement shall have the same meaning when used in this Registration Certificate.

SCHEDULE 7 - CONSTITUTION OF THE REVIEW PANEL

1. OBJECTS

- 1.1 The objects of the Review Panel shall be the following objects, and such further objects as may be attributed to the Review Panel from time to time:
- 1.1.1 to act as a forum for representing the views of the Parties, and of other persons with a business interest in the operation of the Agreement regarding such operation;
 - 1.1.2 to recommend to the Parties changes to the Agreement, with the help of expert advisors where appropriate;
 - 1.1.3 to establish any ad-hoc sub-groups identified as necessary to implement any recommendations made pursuant to 1.1.2;
 - 1.1.4 to produce guidelines as envisaged by the Agreement;
 - 1.1.5 through Panel Members to liaise with those relevant groups reviewing trading arrangements and take note of implications in terms of required changes to the MOCOPA;
 - 1.1.6 periodically to review the objects, Constitution and cost basis of the Review Panel;
 - 1.1.7 to oversee and audit the Registration Authority generally in relation to the Agreement;
 - 1.1.8 to act as an expert body regarding complaints, appeals and disputes concerning or referred to the Registration Authority and to decide whether any such complaints, appeals and disputes should be referred to arbitration in accordance with Clause 16;
 - 1.1.9 to approve the draft budget and the agents, Sub-contractors and delegates of the Registration Authority; and
 - 1.1.10 to oversee the maintenance and periodic review of the Manual.

2. MEMBERSHIP

- 2.1 The Review Panel shall consist of:
- 2.1.1 Voting Members in accordance with sub-paragraph 2.2;
 - 2.1.2 Observing Members subject to a standing invitation in accordance with sub-paragraph Two;
 - 2.1.3 a representative of the Secretary appointed in accordance with sub-paragraph 6;
 - 2.1.4 and each such person shall be referred to as a "Member" under this Constitution.

- 2.2 Voting Members shall be:
- 2.2.1 four Members representing the Distribution Businesses;
 - 2.2.2 four Members representing the MOCOPA Operators; and
 - 2.2.3 one Member representing the Registration Authority,
- each such Member being referred to in this Constitution as a "Voting Member" and may invite a technical advisor by giving 5 Business Days prior notice to the Secretary.
- 2.3 Observing Members who shall have a standing invitation shall include:
- 2.3.1 one representative of Elexon Limited appointed by it;
 - 2.3.2 one representative of the Suppliers appointed by them; and
 - 2.3.3 one representative of the Authority.
- each such Member being referred to in this Constitution as an "Observing Member".
- 2.4 A Member may at any time resign from the Review Panel by giving written notice to the Secretary. Upon such resignation, the Member shall be replaced in accordance with the part of sub-paragraph 2.2 or Two (as the case may be) under which he was appointed.
- 2.5 Any person or persons entitled to appoint a Member pursuant to this paragraph 2 may at any time remove that Member from office and appoint another person to be a Member in his place. A person or persons will only have the right to remove from office the Member which he or they have appointed and will have no right to remove from office any Member appointed by another person. Whenever any individual Member changes, the person entitled to appoint that Member shall notify the Secretary in writing within seven days after the change taking effect.
- 2.6 If at any time any person or group of persons entitled to appoint a Member or Members shall not have made an appointment and/or shall be in disagreement as to whom to appoint, the Chairperson shall request the Authority to make such appointment and the Review Panel shall have the right, until the relevant person or group of persons has decided upon an appointment and notified the Registration Authority accordingly, to appoint a Member or Members on behalf of that person or group of persons, and to remove any person so appointed by him. Members representing the Distribution Business Parties shall be appointed by the Energy Networks Association. Members representing the MOCOPA Operators shall be appointed by the Association of Meter Operators. Representatives of the Suppliers shall be chosen by the DCUSA Panel.
- 2.7 Subject to paragraph 3 below, no person other than an individual shall be appointed a Member or his alternate.
- 2.8 The Review Panel may from time to time invite other persons to attend meetings of the Review Panel. Such persons shall not however be Members for the purposes of this Constitution.

3. ALTERNATES

- 3.1 Each Voting Member shall have the power to appoint any individual to be his alternate and may at his discretion remove an alternate Member so appointed. Any appointment or removal of an alternate Member shall be effected by notice in writing executed by the appointee and delivered to the Secretary or tendered at a meeting of the Review Panel. If his appointee so requests, an alternate Member shall be entitled to receive notice of all meetings of the Review Panel or of sub-committees or working groups of which his appointee is a member. He shall also be entitled to attend and vote as a Member at any such meeting at which the Member appointing him is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointee as a Member and for the purpose of the proceedings at the meeting the provisions of this Constitution shall apply as if he were a Member.
- 3.2 Every person acting as an alternate Member shall have one vote for each Member for whom he acts as alternate, in addition to his own vote if he is also a Member. Execution by an alternate Member of any resolution in writing of the Review Panel shall, unless the notice of his appointment provides to the contrary, be as effective as execution by his appointee.
- 3.3 An alternate Member shall ipso facto cease to be an alternate Member if his appointee ceases for any reason to be a Member.
- 3.4 References in this Constitution to a Member shall, unless the context otherwise requires, include his duly appointed alternate.

4. REPRESENTATION AND VOTING

- 4.1 Each Member shall be entitled to attend and be heard at every meeting of the Review Panel.
- 4.2 Each Voting Member appointed pursuant to Clause 2.2 shall be entitled to cast one vote.

5. THE CHAIRPERSON

- 5.1 The Chairperson shall serve a term of no more than 24 continuous months but may be re-elected if the scenario stated in clause 5.3 applies.
- 5.2 The Chairperson shall alternate between the representation of Distribution Businesses and MOCOPA Operators.
- 5.3 The RA will invite nominations from MOCOPA Parties of the representative group, not currently represented by the outgoing Chairperson. If no nominations are received by the RA from the incoming representative group, nominations will be invited from the outgoing representative group.
- 5.4 All nominations will be presented for vote to members of the Review Panel and the Chairperson shall be appointed by a clear majority of the Voting Members of the Review Panel.
- 5.5 If no nominations are received by the RA, the Review Panel shall appoint an independent Chairperson, or the RA may appoint itself.

- 5.6 If the Chairperson is unable to continue to undertake the role, for any reason, the RA shall invite nominations as per clause 5.3.
- 5.7 The RA will publish the number of votes received by each candidate, broken down per representative group, to all MOCOPA Parties.
- 5.8 The Chairperson may at any time be removed from office by a clear majority of the Review Panel.
- 5.9 The Chairperson shall preside at every meeting of the Review Panel at which they are present. If the Chairperson is unable to be present at a meeting, they may appoint an alternate pursuant to paragraph 3 to act as Chairperson. If neither the Chairperson nor any other person appointed to act as Chairperson is present within half an hour after the time appointed for holding the meeting, the Voting Members present may by simple majority appoint any of the Members present to be Chairperson of the meeting.
- 5.10 The Chairperson, or the person appointed to act as Chairperson in accordance with paragraph 5.9 above, shall be entitled to vote if they are a Voting Member. For the avoidance of doubt, the Chairperson shall in no circumstances be entitled to an extra or casting vote.

6. THE SECRETARY

- 6.1 The Registration Authority shall have power to appoint and to dismiss the Secretary, who may be an individual or a corporate body.
- 6.2 The Secretary's duties shall be to attend to the day to day operation of the Review Panel and, in particular, to:
 - 6.2.1 attend to the requisition of meetings and to serve all requisite notices;
 - 6.2.2 maintain a register of names and addresses of Members, alternates and invitees as appointed from time to time; and
 - 6.2.3 keep minutes of all meetings.

A Secretary which is a corporate body shall attend meetings by means of a nominated representative.

7. MEETINGS

- 7.1 The Review Panel shall hold meetings at least once in each of September and March each year but also at such other times as it may decide. The venue for meetings shall be determined by the Members from time to time.
- 7.2 The Chairperson or any other Member may request further meetings by giving at least 15 Business Days' written notice to the Secretary. The notice shall contain a summary of the business which is proposed to be conducted. The Secretary shall proceed to convene a meeting of the Group within 5 Business Days after the date of expiry of such notice in accordance with the provisions of paragraph 8.

8. NOTICE OF MEETINGS

- 8.1 All meetings shall be convened by the Secretary on at least 15 Business Days written notice (exclusive of the Business Day on which it is served and of the Business Day for

which it is given), or by shorter notice if so agreed in writing by all Members. If at any time a person has not been appointed as Secretary, or the Secretary is for any reason unable to act, the Chairperson shall attend to the requisition of meetings.

- 8.2 The notice of each meeting shall contain the time, date and venue of the meetings, an agenda and a summary of the business to be conducted and shall be given to all Members, alternates and invitees.
- 8.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, a person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 8.4 By notice to the Secretary, any Member may request additional matters to be considered at the meeting and provided that such notice is given at least 10 Business Days (exclusive of the Business Day on which it is served and of the Business Day for which it is given) before the date of the meeting, those matters will be included in a revised agenda for the meeting. The Secretary shall circulate the revised agenda to each Member as soon as practicable.

9. PROCEEDINGS AT MEETINGS

- 9.1 Subject to paragraphs 7 and 8, the Review Panel may meet for the transaction of business, and adjourn and otherwise regulate its meetings, as it thinks fit.
- 9.2 Five Voting Members present in person or by their alternates or in accordance with paragraph 10.4 shall constitute a quorum.
- 9.3 If, within half an hour from the time appointed for holding any meeting of the Review Panel, a quorum is not present, the meeting shall be adjourned to a time and place reasonably determined by the Chairperson and, where the meeting is adjourned to later the same day, communicated to those present at the meeting. Where the meeting is adjourned to another date, notice of the adjourned meeting shall be given as if it were a new meeting. If, where the meeting is adjourned to another date, at the adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, those present at the meeting shall constitute a quorum.
- 9.4 Only matters identified in the agenda referred to in paragraph 8.2 (or a revised agenda submitted pursuant to paragraph 8.4) shall be resolved upon at a meeting.
- 9.5 All acts done by any meeting of the Review Panel or of a sub-committee or group shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of a Member, be as valid as if such person had been duly appointed.
- 9.6 A resolution put to the vote of a meeting shall be decided by a show of hands.

10. RESOLUTIONS

- 10.1 Where a resolution of the Review Panel concerns the approval of minor or consequential changes to the Agreement, in accordance with Clause 4.3 of the Agreement, such resolution shall require the unanimous approval of all the Voting Members present at the meeting. If such unanimous approval is not obtained, the Voting Members shall vote as to whether such proposed change to the Agreement should be referred to the Parties in accordance with Clause 4.4 of the Agreement. Such proposal shall be referred to the

Parties if it receives the support of the clear majority of the Voting Members present at the meeting.

- 10.2 Where an amendment to the Agreement other than a minor or consequential one is proposed to the Review Panel such proposal shall be referred to the Parties in accordance with Clause 4.4 of the Agreement if it receives the support of the clear majority of the Voting Members present at the meeting.
- 10.3 A resolution in writing signed by all Voting Members shall be as valid and effective as if it had been passed at a meeting of the Review Panel duly convened and held and may consist of several documents in like form each signed by or on behalf of one or more Voting Members.
- 10.4 A meeting of the Review Panel may consist of a conference between Members who attend in person or by teleconference. The word "meeting" shall be construed accordingly.
- 10.5 Where any resolution for referral to the Parties pursuant to sub-paragraphs 10 and 10.2 is not passed, then any Voting Member, with the written support of at least two other Voting Members, may refer the matter to the Parties for determination in accordance with Clause 4.4 of the Agreement. In referring such matter to the Parties under this sub-paragraph, the Voting Member shall indicate that the matter has not been approved in accordance with the terms of the Constitution.
- 10.6 References in this Constitution to a clear majority shall mean a majority consisting of at least two more Voting Members voting in favour of the resolution than against.

11. MINUTES

- 11.1 The Secretary shall circulate copies of the minutes of each meeting of the Review Panel to each Member and alternate as soon as practicable (and in any event within 10 Business Days) after the relevant meeting has been held.
- 11.2 Each such person shall notify the Secretary of his approval or disapproval of the minutes of each meeting within 15 Business Days of receipt of the minutes. Any person who fails to do so will be deemed to have approved the minutes. The approval or disapproval of the minutes aforesaid will not affect the validity of decisions taken by the Review Panel at the meeting to which the minutes relate.
- 11.3 If the Secretary receives any comments on the minutes, he shall circulate revised minutes as soon as practicable following the expiry of the period referred to in sub-paragraph 11.2 incorporating those comments which are of a typographical nature and indicating, where necessary, that Members or other persons disagree with certain aspects of the minutes. The Secretary shall then incorporate those aspects of the minutes upon which there is disagreement, into the agenda for the next following meeting of the Review Panel as the first item for resolution.

12. GUIDANCE FROM THE REVIEW PANEL

The Review Panel may at any time, and from time to time, issue guidance in relation to the Agreement and its implementation, performance and interpretation, and it may establish sub-committees and groups to carry out such work.

13. SUB-COMMITTEES AND GROUPS

- 13.1 The Review Panel may establish such sub-committees and groups from time to time consisting of such persons as it considers desirable. Each sub-committee and group shall be subject to such written terms of reference and shall be subject to such procedures as the Review Panel may determine. The meetings of sub-committees and groups shall so far as possible be arranged so that the minutes of such meetings can be presented to the Members in sufficient time for consideration before the next following meeting of the Review Panel.
- 13.2 Resolutions of sub-committees and groups shall not have binding effect unless (a) the Review Panel shall have delegated the relevant decision-making powers to the sub-committee or group or (b) approved by resolution of the Review Panel.

VACATION OF OFFICE

The office of a Member shall be vacated if:

- 13.3 he resigns his office by notice delivered to the Secretary; or
- 13.4 he becomes bankrupt or compounds with his creditors generally; or
- 13.5 he becomes of unsound mind or a patient for any purpose of any statute relating to mental health; or
- 13.6 he or his alternate fails to attend more than three consecutive meetings of the Review Panel without submitting an explanation to the Chairperson which is reasonably acceptable to the Chairperson.

14. MEMBERS' RESPONSIBILITIES AND PROTECTIONS

- 14.1 In the exercise of its powers and the performance of its duties and responsibilities, the Review Panel shall have due regard for the need to promote the attainment of the principal objects of the Review Panel set out in paragraph 1.
- 14.2 In the exercise of his powers and the performance of his duties and responsibilities as a Member, a Member shall represent the interests of that person or persons by whom he is for the time being appointed pursuant to paragraph 2, provided that such obligations of representation shall at all times be subordinate to the obligations of the Member as a Member of the Review Panel set out in Clause 3.
- 14.3 Protections:
- 14.3.1 The Review Panel, each Member and the Secretary shall be entitled to rely upon any communication or document reasonably believed by it or him to be genuine and correct and to have been communicated or signed by the person by whom it purports to be communicated or signed.
- 14.3.2 The Review Panel, each Member and the Secretary may in relation to any act, matter or thing contemplated by this Constitution act on the opinion or advice of, or any information from, any chartered engineer, lawyer, or expert in any other field, and shall not be liable for the consequences of so acting.

15. MEMBERS' ADDRESSES

Every Member shall from time to time communicate to the Secretary his address and all notices sent to such addresses shall be considered as having been duly given.

SCHEDULE 8 - FUNCTIONS OF THE REGISTRATION AUTHORITY

The Registration Authority shall perform the following functions in accordance with the terms of this Agreement and as detailed in the Manual. The Manual is issued and amended from time to time under the authority of the MOCOPA Review Panel and is available at www.mocopa.org.uk.

1. Maintenance of the MOCOPA
2. Accessions to the MOCOPA
3. Registration of MOCOPA Operators
4. Secretariat to the Review Panel
5. General administration including Website maintenance
6. Administering a register of Sealing Plier identification marks
7. Management of the auditing process
8. Auditing MOCOPA Parties at the company level
9. Site audits
10. Complaints procedure
11. Financial services
12. Procurement of legal support
13. Manage trade mark usage permissions

SCHEDULE 9 - TRADE MARK USAGE

MOCOPA Parties shall comply with the following MOCOPA trade mark usage rules:

- (i) Any one person, body or organisation, seeking to make use of the MOCOPA trade mark must be acceded to MOCOPA.
- (ii) Any person, body or organisation, seeking to make use of the trade mark must make its request in writing setting out clearly where and how the trade mark will be used.
- (iii) Any rights to use the trade mark as granted by the MOCOPA Registration Authority will be solely for the designated purpose as agreed between MOCOPA and the Party concerned.
- (iv) The Registration Authority, subject to the Party concerned making an adequate application, may either accept or reject the request to use the trade mark.
- (v) Any permissions so granted to use the trade mark, may be rescinded at any time by the MOCOPA Review Panel by giving reasonable notice and reason(s) to the Party concerned.
- (vi) The person, body or organisation will cease to make use of the trade mark (as specified by the Registration Authority) within 4 weeks of being instructed to do so by the Registration Authority.
- (vii) Non-compliance with the above principles and use of the MOCOPA trade mark will result in non-compliance action being undertaken.