

## P369 DRAFT ALTERNATIVE LEGAL TEXT

### SECTION L: METERING Version 20.0

#### 1. INTRODUCTION

##### 1.1 General

1.1.1 This Section L sets out:

- (a) requirements for the installation, commissioning, operation and maintenance of Metering Equipment for the measurement of quantities of Active Energy and where relevant Reactive Energy (subject to Section K1.2.6); and
- (b) the functions of the TAA in connection with such Metering Equipment.

1.1.2 For the purposes of the Code, subject to paragraph 1.1.3, the quantities of Active Energy and, where relevant, Reactive Energy Exported or Imported by any Party at a Boundary Point or flowing between Systems at a Systems Connection Point shall be measured and recorded through Metering Equipment installed, commissioned, operated and maintained and otherwise provided for as set out in this Section L.

1.1.3 There is no requirement to install, commission, operate and maintain Metering Equipment or measure and record a flow of Active Energy or Reactive Energy through Metering Equipment in respect of any Import relating to an Unmetered Supply; and nothing in this Section L applies in relation to an Unmetered Supply (or any Metering System in respect of an Unmetered Supply).

1.1.4 In this Section L:

- (a) in relation to any Metering System, references to requirements under any Code of Practice shall be construed as requirements in relation to all of the Metering Equipment comprised or required to be comprised in that Metering System;
- (b) references to a Metering System include a Metering System which is to comprise Metering Equipment which a Party is or will be required to install, and references to the Registrant of a Metering System include a Party required to be the Registrant of such Metering System;
- (c) references to Metering Equipment in the context of a Metering System or its Registrant are to all of the Metering Equipment which is or is to be comprised in such Metering System;
- (d) "**commission**" means commission for the purposes of Settlement in accordance with the relevant Codes of Practice and "commissioned" and other derivative terms shall be construed accordingly.

1.1.5 Where the same Metering Equipment at an Exemptable Generating Plant is comprised in both an SVA Metering System and a CVA Metering System:

- (a) the Registrant of each such Metering System shall so inform BSCCo and shall provide to BSCCo details of, and BSCCo shall maintain a record of, such Metering Systems and the identities of the Registrants;

- (b) where there is any conflict or inconsistency between the requirements applying (pursuant to this Section L) to such Metering Equipment as CVA Metering Equipment and as SVA Metering Equipment, then the requirements applying to CVA Metering Equipment shall apply.

## **1.2 Meter Operator Agents**

- 1.2.1 Of the obligations (under this Section L) of the Registrant of a Metering System, those specified in Party Service Line 100 and the relevant BSC Procedures are to be performed, subject to and in accordance with the provisions of Section J, by a Meter Operator Agent appointed by such Registrant in accordance with Section J.
- 1.2.2 In accordance with Section J, the Registrant of any Metering System shall appoint, and secure that at all times while he is Registrant there is appointed, a Meter Operator Agent in respect of such Metering System.
- 1.2.3 The principal functions of a Meter Operator Agent shall be to install, commission, test, maintain, rectify faults and provide a sealing service in respect of Metering Equipment (including if applicable associated Communications Equipment), in accordance with Party Service Line 100 and the relevant BSC Procedures and Codes of Practice.
- 1.2.4 The Registrant of each Metering System shall comply with or (as appropriate) procure that the relevant Meter Operator Agent complies with the requirements of Party Service Line 100 and the relevant BSC Procedures.

## **1.3 Limitation**

- 1.3.1 The provisions of paragraphs 2.5.4(a), 3.7, 6 and 7 shall only apply to, and in respect of, Metering Systems which are not at Domestic Premises and all visiting, access, inspection, testing and similar rights in such provisions shall be read and construed accordingly.

## **1.4 Third Party Generating Plant**

- 1.4.1 Where a Party is responsible for the Exports of a Third Party Generating Plant, that Party, as Registrant of the relevant Metering System, shall be responsible for obtaining such rights in relation to property of the Third Party Generator as will enable the Party to provide (pursuant to this Section L) such access and other rights as would be required to be provided by the Third Party Generator if it were itself a Party and the Registrant.

## **1.5 Small Scale Third Party Generating Plant Limit**

- 1.5.1 For the purpose of the Code the “Small Scale Third Party Generating Plant Limit” shall be an amount determined by the Panel and approved by the Authority.
- 1.5.2 The Panel may revise the amount of the Small Scale Third Party Generating Plant Limit from time to time subject to the approval of the Authority.
- 1.5.3 In revising the amount of the Small Scale Third Party Generating Plant Limit from time to time the Panel shall consult with Parties and consider the views expressed in the course of such consultation prior to making its determination (and shall provide a detailed summary of such views to the Authority).

## **2. METERING EQUIPMENT – BASIC REQUIREMENTS**

### **2.1 Registrant responsibilities**

2.1.1 The Registrant of each Metering System shall ensure that Metering Equipment is:

- (a) installed and commissioned (if not already installed and commissioned), and
- (b) maintained and operated,

for the purposes described in paragraph 1.1.2 in accordance with and subject to the provisions of this Section L and in accordance with the relevant Code of Practice.

### **2.2 Type of Metering Equipment**

2.2.1 The Metering Equipment to be installed:

- (a) in the case of a CVA Metering System, shall be Half Hourly Metering Equipment;
- (b) in the case of a SVA Metering System which is 100kW Metering System, shall be Half Hourly Metering Equipment;
- (c) in the case of a SVA Metering System associated with any Third Party Generating Plant, except in the case of a Small Scale Third Party Generating Plant, shall be Half Hourly Metering Equipment;
- (d) in the case of a SVA Metering System other than as provided in paragraphs (b), (c) and 2.2.2 shall be Half Hourly Metering Equipment or Non-Half Hourly Metering Equipment as the Registrant shall choose.

2.2.2 Where a Supplier is under an obligation in its Supply Licence to install an Advanced Meter at a premises and/or supply electricity to a premises through an Advanced Meter then:

- (a) prior to 5 November 2015 the Advanced Meter shall, for the purposes of the Code, be deemed to be either Half Hourly Metering Equipment or Non-Half Hourly Metering Equipment as the Registrant shall choose (subject always to paragraph 2.2.1(b));
- (b) subject always to paragraph 2.2.2(c), as from 5 November 2015:
  - (i) within 45 Business Days of the effective date of either a change of Supplier or a Contract Renewal (subject to the approval of the Performance Assurance Board pursuant to Section Z8.3), the Advanced Meter shall be Half Hourly Metering Equipment;
  - (ii) in all other cases, the Advanced Meter shall, for the purposes of the Code, be deemed to be either Half Hourly Metering Equipment or Non-Half Hourly Metering Equipment as the Registrant shall choose (subject always to paragraph 2.2.1(b) and Section Z8.3);
- (c) as from the P272 Implementation Date the Advanced Meter shall be Half Hourly Metering Equipment.

2.2.3 For the purposes of paragraph 2.2.2(b)(i), the "**effective date**" of a change of Supplier or a Contract Renewal shall be:

- (a) in respect of a change of Supplier, the date from which the new Supplier commences the supply of electricity to a Customer; and
- (b) in respect of a Contract Renewal, the date from which the terms of a Contract Renewal come into operational effect.

## **2.3 New Metering Systems**

2.3.1 In relation to any new CVA Metering System:

- (a) the Registrant shall ensure that Metering Equipment is installed and commissioned in accordance with paragraph 2.1.1(a) and that a proving test in accordance with BSCP02 has been successfully completed before the registration of the Metering System becomes effective;
- (b) accordingly, in accordance with Section K1.4.3(c), the relevant connection will not be energised until the Registrant has complied with paragraph 2.1.1(a).

2.3.2 In relation to any new SVA Metering System, the Registrant shall use all reasonable endeavours to ensure that Metering Equipment is installed and commissioned in accordance with paragraph 2.1.1(a) before the registration of the Metering System becomes effective.

2.3.3 Without prejudice to any other right of other Parties, if the Registrant of a new SVA Metering System within paragraphs 2.2.1(b), (c) or 2.2.2 fails to ensure that Metering Equipment is installed and commissioned in accordance with paragraph 2.1.1(a) before the registration of the Metering System becomes effective, he shall be liable to a charge to be determined and payable in accordance with Annex S-1.

2.3.4 For the purposes of this paragraph 2.3, a "**new**" Metering System is a Metering System which is to comprise Metering Equipment which has not (at the relevant time) been installed and commissioned in accordance with the requirements of paragraphs 2.1 and 2.2 and, for the avoidance of doubt, a Metering System shall not be considered a new Metering System for the purposes of this paragraph 2.3 by virtue only of a Registration Transfer (as defined in Section K2.6) in respect of such Metering System.

## **2.4 Meter Technical Details**

2.4.1 The Registrant of each Metering System shall, in accordance with the relevant BSC Procedures:

- (a) establish and maintain Meter Technical Details in respect of the Metering Equipment;
- (b) ensure that such Meter Technical Details are true, complete and accurate;
- (c) provide such Meter Technical Details to the CDCA or (as the case may be) to the relevant Data Collector.

## **2.5 Information and records**

2.5.1 The Registrant of each Metering System shall:

- (a) comply with the requirements of Party Service Line 100 and the relevant BSC Procedures (as applicable) as to the provision, to the CDCA or (as the case may be) the relevant Data Collector and others, of information relating to the Metering Equipment; and
- (b) give to the BSC Auditor all such information regarding the Metering Equipment as the BSC Auditor shall reasonably require for the purposes of carrying out the BSC Audit.

2.5.2 The information to be provided under paragraphs 2.5.1(a) and (b) includes information regarding the dates and time periods for installation of new Metering Equipment and the dates and periods when such Metering Equipment is out of service.

2.5.3 The Registrant of each Metering System shall:

- (a) prepare and maintain for the life of the relevant item of Metering Equipment, complete and accurate records as required by the relevant Code of Practice or the Act (including in relation to the calibration of the Metering Equipment, the dates and results of any tests, readings, adjustments or inspections carried out and the dates on which any seal was applied or broken, the reason for any seal being broken and the persons attending any such tests, readings, inspections or sealings);
- (b) provide a copy of such records to the BSC Auditor upon request;
- (c) pass such records or copies of the same to the Meter Operator Agent appointed by its successor as Registrant.

2.5.4 The Registrant of each Metering System shall permit the BSC Auditor unrestricted access (subject to paragraphs 6.5 and 6.6) to:

- (a) the Metering Equipment, and
- (b) all data used, information held and records kept by it or its agents in operating that Metering Equipment;

and shall make available members of its staff or its Meter Operator Agent to explain the operation of that Metering Equipment and such other issues as the BSC Auditor considers relevant.

## **3. METERING EQUIPMENT – DETAILED REQUIREMENTS**

### **3.1 General Obligation**

3.1.1 The Registrant of each Metering System shall ensure that the Metering Equipment:

- (a) complies with the provisions of this Section L; and
- (b) meets the applicable levels of accuracy referred to in paragraph 3.5.

3.1.2 To the extent that the levels of accuracy referred to in paragraph 3.1.1(b) depend upon associated current and voltage transformers which are not in the ownership or control of the Registrant:

- (a) the Registrant shall:
  - (i) where paragraph 1.4 applies, obtain; or
  - (ii) in any other case, use all reasonable endeavours to obtain the agreement of the Equipment Owner to assist the Registrant; and
- (b) where the Equipment Owner is a Party he shall:
  - (i) in respect of the calibration, commissioning and testing of measurement transformers, comply with any requirements in the relevant Code of Practice for which the Equipment Owner is explicitly responsible under that Code of Practice; and
  - (ii) subject as hereinafter provided, be required to provide reasonable assistance to the Registrant (but without prejudice to any rights of such Party to charge for such services),

in complying with the Registrant's obligations under paragraph 3.1.1 by the maintenance and repair of such current and voltage transformers in accordance with the provisions of this Section L, provided that the Equipment Owner shall not be required by this paragraph 3.1.2 or otherwise by the Registrant to take steps which would cause it to be in breach of its obligations under the Act, its Licence, any Nuclear Site Licence (as defined in paragraph 6.7.1), the Grid Code or Distribution Code.

## **3.2 Compliance with Codes of Practice**

3.2.1 All Metering Equipment shall comply with or exceed the requirements referred to or set out in any relevant Code of Practice (or where no Code of Practice applies, comply with Schedule 7 of the Act) or shall be the subject of and comply with a Metering Dispensation in accordance with paragraph 3.4.

3.2.2 Subject to paragraphs 3.2.5, 3.2.6 and 3.3, the relevant Code of Practice in respect of any Metering Equipment shall be the version of the Code of Practice which is expressed to be applicable to that Metering Equipment at the time that the Metering System comprising that Metering Equipment is first registered pursuant to Section K for the purposes of Settlement, and such Metering Equipment shall only be required to comply with that version of the Code of Practice, and not with any Code of Practice which in any respect later amends, modifies or supersedes that version of the Code of Practice; and references to the relevant Code of Practice in this Section L shall be construed accordingly.

3.2.3 In relation to Metering Equipment comprised in a Metering System which was registered for the purposes of settlement under:

- (a) the Pooling and Settlement Agreement before the Go-live Date, paragraph 3.2.2 shall apply on the basis that references to Codes of Practice (and versions thereof) include a reference to the version of the "Code of Practice" (as defined in and for the purposes of the Pooling and Settlement Agreement) with which such Metering Equipment was, immediately before the Go-live Date, required to comply by virtue of the provisions of the Pooling and Settlement Agreement

(including provisions equivalent to paragraph 3.2.2 and any savings to those provisions); or

- (b) the Settlement Agreement for Scotland before the BETTA Effective Date, paragraph 3.2.2 shall apply on the basis that references to Codes of Practice (and versions thereof) include a reference to the version of the "Code of Practice" (as defined in and for the purposes of the Settlement Agreement for Scotland) with which such Metering Equipment was, immediately before the BETTA Effective Date, required to comply by virtue of the provisions of the Settlement Agreement for Scotland (including provisions equivalent to paragraph 3.2.2 and any savings to those provisions).

3.2.4 For the avoidance of doubt, where a Metering System is transferred for the purposes of Settlement from one registration system to another in accordance with the provisions of Section K, such transfer shall not be treated as:

- (a) a new installation of the Metering Equipment comprised in that Metering System and, accordingly, does not need to be re-commissioned (but without prejudice to the requirement to undertake proving tests with the CDCA or the relevant Half Hourly Data Collector); nor
- (b) (for the purposes of this paragraph 3.2 only) as a new registration of that Metering System.

3.2.5 In relation to the calibration, testing and commissioning of any Metering Equipment at any time, the relevant Code of Practice shall be the latest version of the applicable Code of Practice prevailing at that time.

3.2.6 Where a Registrant is required by its Supply Licence to install, or arrange to install, Metering Equipment that, at a minimum, is capable of providing:

- (a) measured electricity consumption data for multiple periods, and at least half-hourly; and
- (b) the Registrant remote access to such data,

the relevant Code of Practice shall be the latest version of the applicable Code of Practice at the date at which such Metering Equipment is installed.

### **3.3 Material change**

3.3.1 Notwithstanding paragraph 3.2, where any material change is made to any Metering Equipment, the version of the Code of Practice current at the time of that material change shall, from that time, be the relevant Code of Practice in respect of that Metering Equipment as so changed as if that date was the date of that Metering System's first commissioning.

3.3.2 In this paragraph 3.3, "**material change**" means a change to the Metering Equipment other than a change by way of repair, modification or replacement of any component which is not, in the judgement of the Meter Operator Agent acting in accordance with Good Industry Practice, a substantial part of the Metering Equipment even where an enhanced or equivalent component is used for the repair, modification or replacement rather than an identical component.

### **3.4 Metering Dispensations**

- 3.4.1 If, for financial reasons or reasons of practicality, Metering Equipment to which a Code of Practice applies will not or does not comply with some or all of the requirements of that Code of Practice, the Registrant of such Metering System may make an application to the Panel for a Metering Dispensation from such requirements.
- 3.4.2 The Panel shall consider and may agree, on such conditions (if any) as it shall deem fit, or dismiss, such application in accordance with BSCP32.
- 3.4.3 Before agreeing a Metering Dispensation under paragraph 3.4.1, the Panel shall consult with:
- (a) where the relevant Metering Equipment is connected to the Transmission System, ~~the Transmission Company~~NETSO;
  - (b) where the relevant Metering Equipment is connected to a Distribution System, the Distribution System Operator and, where applicable, ~~the Transmission Company~~NETSO;
  - (c) where any Aggregation Rules submitted by any Party (other than the Registrant) relate to the Metering System which comprises such Metering Equipment, such Party; and
  - (d) such other persons if any as the Panel shall consider appropriate.
- 3.4.4 The Panel may, of its own initiative or upon the application of a Party, establish from time to time, in accordance with BSCP32, Metering Dispensations from the requirements of any relevant Code of Practice, on such conditions (if any) as it shall deem fit, attaching generally to any item of Metering Equipment.
- 3.4.5 Before agreeing a Metering Dispensation under paragraph 3.4.4, the Panel shall consult with all Parties, and with such other persons if any as the Panel shall consider appropriate.
- 3.4.6 BSCCo shall maintain an up-to-date record of all Metering Dispensations agreed or established pursuant to this paragraph 3.4, and shall provide to the TAA a copy of such record and (promptly following making any such amendment) a copy of each amendment made to such record.
- 3.4.7 Any dispensations agreed or deemed to have been agreed (pursuant to those provisions of the Pooling and Settlement Agreement equivalent to this paragraph 3.4) by the Pool Executive Committee before the Go-live Date shall be deemed, with effect from the date at which they were so agreed or applied, to have been effectively agreed or established as Metering Dispensations in accordance with the provisions of this paragraph 3.4.
- 3.4.8 The obligations under this Section L of the Registrant of any Metering System shall be construed subject to the terms and any conditions of any applicable Metering Dispensation.
- 3.5 Calibration And Accuracy Of Metering Equipment**
- 3.5.1 Non Half Hourly Metering Equipment shall be accurate to within the prescribed limits for such Metering Equipment referred to or set out in any relevant Code of Practice or, if no Code of Practice applies, the prescribed limits established under Schedule 7 of the Act.
- 3.5.2 Half Hourly Metering Equipment shall be accurate to within the prescribed limits for such Metering Equipment referred to or set out in the relevant Code of Practice.



- 3.5.3 The limits of accuracy referred to in the relevant Code of Practice shall be applied in any case after adjustments have been made to the Metering Equipment to compensate for any errors attributable to measuring transformers and connections thereto.
- 3.5.4 Beyond the ranges specified in the relevant Code of Practice, and/or at power factors other than unity or zero (as the case may be):
- (a) limits of accuracy will depend on the characteristics of the individual meters and measuring transformers specified for such Metering Equipment;
  - (b) in the event of uncertainty or dispute such limits of accuracy will be determined by the Panel; provided that Metering Equipment which has been commissioned will be required to comply with such levels of accuracy under any determination by the Panel prevailing at the date of its commissioning, and not under any later determination.
- 3.5.5 In this Section L a reference to the applicable limits of accuracy in relation to any Metering Equipment is to the prescribed limits applicable to that Metering Equipment in accordance with and subject to paragraphs 3.5.1 or 3.5.2 as the case may be.
- 3.5.6 Without prejudice to the generality of paragraph 3.2, the Registrant of each Metering System shall ensure that the Metering Equipment shall be calibrated (in accordance with any applicable Code of Practice) in order to meet the applicable limits of accuracy.

### **3.6 Commissioning and maintenance of Metering Equipment**

- 3.6.1 The Registrant of each Metering System shall ensure
- (a) in the case of Half Hourly Metering Systems, that the Metering Equipment shall be commissioned (including, where any issues are identified during the commissioning of that Metering Equipment, notifying and consulting with the Distribution System Operator and/or ~~the Transmission Company~~ NETSO, as applicable) in accordance with the relevant issue of Code of Practice Four; or
  - (b) in the case of Non Half Hourly Metering Systems, that the Metering Equipment shall be commissioned in accordance with the relevant issue of the Code of Practice (if any) relating to the commissioning of Non Half Hourly Metering Systems.
- 3.6.2 The Registrant of each Metering System shall at its own cost and expense (but without prejudice to its rights to charge any other person for such service pursuant to another agreement or arrangement) ensure that the Metering Equipment is kept in good working order, repair and condition to the extent necessary to allow the correct registration, recording and transmission of the requisite details of the quantities of Active Energy and/or Reactive Energy measured by the relevant Metering System.

### **3.7 Testing and Inspection**

- 3.7.1 Not less frequently than may be specified in the relevant Code of Practice or as may be required by statute, the Registrant of each Metering System shall ensure that routine testing is carried out to confirm the accuracy of the Metering Equipment.
- 3.7.2 The Registrant shall ensure that a test of the accuracy of all Metering Equipment which replaces defective or inaccurate Metering Equipment is carried out as soon as is reasonably practicable after its installation.

- 3.7.3 The Registrant shall:
- (a) in relation to any CVA Metering System, and
  - (b) if and to the extent so required by the Panel, in relation to any SVA Metering System
- give BSCCo reasonable prior notice of the date, time, place and nature of every test pursuant to paragraphs 3.7.1 or 3.7.2; and BSCCo (or, if BSCCo so requires in relation to CVA Metering Systems, the CDCA) shall have the right to attend such test.
- 3.7.4 If the Registrant of any Metering System or any other Party or (in the case of a CVA Metering System) the CDCA has reason to believe that the Metering Equipment is not performing within the applicable limits of accuracy, or otherwise for any reason is incorrectly recording data, the Registrant or such other Party or the CDCA shall so notify:
- (a) BSCCo;
  - (b) (in the case of another Party or the CDCA), the Registrant; and
  - (c) the relevant Distribution System Operator and/or ~~the Transmission Company~~ NETSO as appropriate.
- 3.7.5 If BSCCo is notified (under paragraph 3.7.4(a)) or otherwise has reason to believe that any Metering Equipment is not performing within the applicable limits of accuracy:
- (a) BSCCo may require the Registrant to inspect and then test the accuracy of such Metering Equipment within a reasonable time after receiving notification of such requirement pursuant to this paragraph 3.7.5, whereupon the Registrant shall carry out such test in the presence of a representative of BSCCo; or
  - (b) BSCCo may, without giving notice to the relevant Registrant, arrange for the inspection of such Metering Equipment by a person (which may be the CDCA in the case of CVA Metering Equipment) or persons who is/are suitably qualified in the operation of Metering Equipment within a reasonable time, and for such person(s) to make such tests as such person(s) shall deem necessary to determine its accuracy; and the Registrant shall co-operate with such person(s) in carrying out such tests.
- 3.7.6 Subject to paragraph 3.7.7, the costs of any such test referred to in paragraph 3.7.5 shall be borne by the Registrant (but without prejudice to its right to charge any other person for such service pursuant to another agreement or arrangement), save that BSCCo shall bear the costs of attendance of any person pursuant to paragraph 3.7.5(b).
- 3.7.7 Where any Metering Equipment passes all inspections and tests required pursuant to paragraph 3.7.5, the costs reasonably incurred by the Registrant in carrying out such inspections and tests shall be borne by BSCCo.
- 3.7.8 Any test carried out pursuant to this paragraph 3.7 shall comply with the relevant Code of Practice.
- 3.7.9 In this paragraph 3.7, reference to testing shall include the use and installation of a check meter, if appropriate.

### **3.8 Sealing and Security**

- 3.8.1 Subject to Section I6.7.1 the Registrant of each Metering System shall procure that the Metering Equipment shall be sealed in accordance with the relevant Code of Practice and, if applicable, the Act.
- 3.8.2 The Registrant shall procure that the Metering Equipment shall be as secure as is practicable in all the circumstances.
- 3.8.3 Each Licensed Distribution System Operator shall, with respect to a Half Hourly Metering System registered in SMRS in relation to which data is required to be submitted for Settlement before the Initial Volume Allocation Run, notify the relevant Supplier registered in its SMRS system if any seal relating to that Metering System has been, or is likely to be broken by that Licensed Distribution System Operator for more than 24 hours or which is, or is due to be, remade, in all cases as soon as reasonably practicable (including, if reasonably practicable, before breaking or remaking such seal) stating, in the case of a notification of the breaking of a seal, the reason for breaking such seal.

### **3.9 Defective Metering Equipment**

- 3.9.1 If at any time any Metering Equipment is destroyed or damaged or otherwise ceases to function, or is or is found to be outside the applicable limits of accuracy, the Registrant shall, subject to compliance with its obligations under paragraph 3.8, adjust, renew or repair the same or replace any defective component so as to ensure that such Metering Equipment is back in service and the Metering Equipment is operating within the applicable limits of accuracy as quickly as is reasonably practicable in all the circumstances.

## **4. DISPUTES**

### **4.1 Tests in support of disputes**

- 4.1.1 Any testing of Metering Equipment required (in accordance with Section W) to resolve any Trading Dispute shall be carried out or procured by the Registrant:

- (a) on the relevant Metering Equipment mounted in its operational position; and
- (b) in the presence:
  - (i) if BSCCo so requires, of a representative of BSCCo or (in the case of CVA Metering Equipment) the CDCA, and
  - (ii) the relevant Distribution System Operator and/or ~~the Transmission Company~~ NETSO as appropriate.

- 4.1.2 All such testing will be carried out in accordance with the relevant Code of Practice including, where applicable, any relevant Metering Dispensation.

### **4.2 Comparison of test performance**

- 4.2.1 The test performance of any Metering Equipment shall be compared with calibrated test equipment by one of the following methods:

- (a) injecting into the measuring circuits (excluding the primary current and voltage transformers) and comparing the readings or records over such period as may be required by the relevant Code of Practice including, where applicable, any relevant Metering Dispensation to ensure a reliable comparison; or
- (b) where practicable, operating the calibrated test equipment from the same primary current and voltage transformers as the Metering Equipment under operating conditions and comparing the readings or recordings of the Metering Equipment and the calibrated test equipment over such period as may be required by the relevant Code of Practice including, where applicable, any relevant Metering Dispensation; or
- (c) in exceptional circumstances, such other method as may be specified by the Panel.

#### **4.3 Laboratory testing**

- 4.3.1 If the Panel so requires, Metering Equipment which fails any test whilst in its operational position shall be tested under laboratory conditions in accordance with the relevant Code of Practice, and the Registrant shall procure such test.

#### **4.4 Witnessing tests**

- 4.4.1 In addition to any persons attending pursuant, where applicable, to paragraph 4.1.1(b), if the Panel so determines, up to two persons nominated by BSCCo and representing all Parties who have an interest in the Trading Dispute, and in addition (unless otherwise attending pursuant to paragraph 4.1.1(b)) the relevant Distribution System Operator or ~~the Transmission Company~~ NETSO, as appropriate, shall be entitled to witness tests taken as a result of a Trading Dispute, including tests confirming the calibration of test equipment, or inspect evidence of valid calibration, or valid calibration certificates, as appropriate.

#### **4.5 Costs of testing**

- 4.5.1 Except as otherwise provided in Section W, the costs reasonably incurred by the Registrant in carrying out any such test as referred to in paragraph 4.1, and the costs of attendance of BSCCo and any person nominated by it under paragraph 4.4, shall be borne by BSCCo.

### **5. METERING DATA**

#### **5.1 Ownership of Metering Data**

- 5.1.1 Subject to paragraphs 5.1.2 and 5.1.3, and without prejudice to Section H4.6, the Registrant of a Metering System shall own the metering data acquired from such Metering System, and may provide to any person access to and use of such data.
- 5.1.2 Subject to paragraph 5.1.3, the Customer (in relation to a Metering System at any premises) or Third Party Generator (in relation to a Metering System at Third Party Generating Plant) shall be entitled to access, obtain and use metering data relating to that Metering System without charge.
- 5.1.3 The Registrant shall not exercise any rights in relation to, or provide to any person use of or access to, metering data in a manner which would interfere with Settlement or would otherwise be inconsistent with giving effect to the Code.

## 5.2 Access to and Use of Metering Data

5.2.1 Without prejudice to Section H4.6, the Registrant of each Metering System shall provide access to, and hereby authorises the use of, metering data, to and by:

- (a) the Panel, any Panel Committee, BSCCo and each BSC Agent; and
- (b) in the case of an Interconnector, the relevant Interconnector Administrator, Interconnector Error Administrator and Interconnector Users

(each a "**data recipient**", which term shall include any officer, director, employee, agent or adviser of the same), without charge, for all purposes for which each such data recipient requires such access and use pursuant to or in order to give effect to the Code, but not for any other purposes.

5.2.2 A data recipient may release metering data (which is provided, or access to which is provided, to it pursuant to paragraph 5.2.1) to another person only to the extent to which:

- (a) that other person is authorised to have access to and use of such data pursuant to paragraph 5.2.1, or
- (b) that other person is entitled to access and use of such data pursuant to any other provision of the Code, or
- (c) the Code expressly provides for such release (including pursuant to Section V).

5.2.3 The Registrant of each Metering System shall provide metering data to:

- (a) each other Party; and
- (b) any other person,

who (in either case) is entitled to receive such data in accordance with the Code.

5.2.4 The Registrant of each Metering System (or, as the case may be and as provided for elsewhere in the Code, the SVAA or the CDCA) shall without charge provide relevant metering data to, and authorises the use of such data by:

- (a) the relevant Distribution System Operator for the purposes only of the operation of the relevant Distribution System and the calculation of charges for use of and connection to such Distribution System;
- (b) ~~the Transmission Company~~ **NETSO** for the purposes only of the operation of the Transmission System, and the calculation of charges for use of and connection to the Transmission System.

5.2.5 For the purposes of paragraph 5.2.4, "relevant metering data" means:

- (a) in the case of SVA Metering Systems, the metering data specified in BSCP502, BSCP508 and BSCP520;
- (b) in the case of CVA Metering Systems, the metering data specified as being sent to ~~the Transmission Company~~ **NETSO** and/or the relevant Distribution System Operator in Table 5 of Section V.

5.2.6 Each Party agrees to the release and use of data referred to in paragraph 5.2.4 on the terms and conditions of such paragraphs, and confirms that it will not have the right to charge the relevant Distribution System Operator or ~~Transmission Company~~ NETSO for such release or use.

## 6. ACCESS TO PROPERTY

### 6.1 Grant and procurement of rights

6.1.1 Each Party hereby grants to the Invitees specified in paragraph 6.1.4 the rights specified in that paragraph in relation to any part of the relevant property.

6.1.2 The Registrant of each Metering System shall:

- (a) where paragraph 1.4 applies, procure,
- (b) in any other case, use all reasonable endeavours to procure

for the benefit of the Invitees specified in paragraph 6.1.4 the rights specified in that paragraph in relation to any part of the relevant property.

6.1.3 In this paragraph 6 the "**relevant property**" is:

- (a) for the purposes of rights to be granted by a Party under paragraph 6.1.1, the property of that Party;
- (b) for the purposes of rights to be procured by the Registrant of a Metering System under paragraph 6.1.2, the property:
  - (i) of each Customer in respect of which the Registrant is the supplier;
  - (ii) of the Third Party Generator at each Third Party Generating Plant for whose Exports the Registrant is responsible in accordance with Section K1.2.2;
  - (iii) of any other person who is not a Party (a "**Third Party**") the exercise of whose rights would prevent the Registrant or any Invitee or any other Party from performing its obligations under this Section L or the Code and the existence of whose rights is known, or ought reasonably be known, to that Registrant.

6.1.4 The rights referred to in paragraphs 6.1.1 and 6.1.2 are:

- (a) for any Invitee, full right to enter upon and through and remain upon, or do any other act contemplated by this Section L or Section R or Section S which would otherwise constitute a trespass upon, any part of the relevant property;
- (b) for the BSC Auditor, full right to perform such tasks and to do all such acts and things as are necessary for the purpose of performing audits, tests, reviews and checks for the purposes of the BSC Audit, including full right to carry out such tests on Metering Equipment, provided that the person or persons allocated to carry out such tests by the BSC Auditor is or are suitably qualified in the operation of Metering Equipment;

- (c) for the CDCA, full right to undertake on-site inspections, tests, checks and readings on Metering Equipment in connection with the validation of Aggregation Rules pursuant to Section R3.4 and in connection with Meter Advance Reconciliation obligations pursuant to Section R6.2, and
- (d) for the TAA(s), full right to undertake on-site tests and checks and to report on Metering Systems in relation to their compliance with the relevant Code of Practice and this Section L;

but in each case only to the extent such rights are necessary for the purposes of the Code, and subject to the other provisions of this paragraph 6.

6.1.5 For the avoidance of doubt, the Registrant of any Metering System will need to procure (and is responsible for procuring) appropriate rights of access for its Meter Operator Agent; and this paragraph 6 does not address such rights of access.

## **6.2 Invitees**

6.2.1 For the purposes of the Code, each of the following shall be an Invitee:

- (a) the Panel and any Panel Committee acting through any reasonably nominated employee, agent or contractor of BSCCo;
- (b) BSCCo acting through any reasonably nominated employee, agent or contractor;
- (c) the TAA and the CDCA, acting through any reasonably nominated employee, agent or contractor;
- (d) the BSC Auditor acting through any partner or employee;
- (e) ~~the Transmission Company~~ **NETSO**, acting through any reasonably nominated employee, agent or contractor; and
- (f) any CfD Counterparty, any CFD Settlement Services Provider, the CM Settlement Body and/or any CM Settlement Services Provider, in each case acting through any reasonably nominated employee, agent or contractor.

## **6.3 Failure to procure access**

6.3.1 If, after having used all such reasonable endeavours to procure access rights in accordance with paragraph 6.1.2, the Registrant of a Metering System has been unable to procure any such rights, the Registrant shall so notify the Panel and the Authority.

6.3.2 Each Invitee shall be entitled to assume that the consents of any Customer, Third Party Generator or Third Party shall have been obtained in accordance with the provisions of paragraph 6.1.2 until such time as it is fixed with notice to the contrary.

## **6.4 Further provisions as to access**

6.4.1 The rights of access provided for in paragraph 6.1 shall include, but not be limited to, the right to bring on to the relevant property such vehicles, plant, machinery and maintenance or other materials and such persons as shall be reasonably necessary for the purposes of the Code.

6.4.2 Each Party shall ensure, and the Registrant of each Metering System shall use all reasonable endeavours to ensure, that any particular authorisation or clearance which is required to be given to ensure access to any Invitee, in accordance with paragraph 6.1.1 or (as the case may be) 6.1.2, is available on arrival of the Invitee.

## **6.5 Safe access**

6.5.1 Subject to the right of BSCCo to require inspection without notice pursuant to paragraph 3.7.5(b), the Registrant of each Metering System shall use all reasonable endeavours to procure that all reasonable arrangements and provisions are made, and revised from time to time, as and when necessary or desirable to facilitate the safe exercise by any Invitee of any right of access granted pursuant to paragraph 6.1 with the minimum of disruption, disturbance and inconvenience.

6.5.2 Such arrangements and provisions may, to the extent that the same are reasonable, limit or restrict the exercise of such right of access and/or provide for the Registrant to make directions or regulations from time to time in relation to a specified matter.

6.5.3 Matters to be covered by such arrangements and/or provisions include:

- (a) the identification of any relevant Metering Equipment;
- (b) the particular access routes applicable to the land in question having particular regard to the weight and size limits on those routes;
- (c) any limitations on times of exercise of the right of access;
- (d) any requirements as to prior notification and as to authorisation or security clearance of individuals exercising such right of access and procedures for obtaining the same;
- (e) the means of communication by the Registrant (to all persons, agents, employees and/or contractors who may be authorised from time to time to exercise such right of access) of any relevant directions or regulations made by the Registrant;
- (f) the identification of and arrangements applicable to personnel exercising the right of access granted under paragraph 6.1;
- (g) where relevant, compliance with any code of practice on procedures with respect to site access approved by the Authority pursuant to any Licence; and
- (h) disclosure of any known hazards on the site.

6.5.4 BSCCo shall take all reasonable steps to secure that any Invitee agrees to observe and perform any such arrangements and all provisions (or directions or regulations issued pursuant thereto), failing which in any particular case the Registrant may take reasonable steps to ensure that, as a condition of exercising any right of access pursuant to paragraph 6.1, each Invitee shall agree to observe and perform the same.

## **6.6 Damage**

6.6.1 BSCCo shall take all reasonable steps to secure that each Invitee takes all reasonable steps (or, where ~~the Transmission Company~~NETSO is the Invitee, ~~the Transmission Company~~NETSO shall take all reasonable steps), in the exercise of any right of access under paragraph 6.1, to:



- (a) avoid or minimise damage in relation to any relevant property; and
- (b) cause as little disturbance and inconvenience as possible to any other Party, Customer, Third Party Generator, Third Party or other occupier of any relevant property;

and shall make good any damage caused to such property in the course of the exercise of such rights as soon as may be practicable.

6.6.2 Subject to paragraph 6.6.1, all such rights of access shall be exercisable free of any charge or payment of any kind.

## **6.7 Licence restricted parties**

6.7.1 This paragraph 6.7 shall apply to any area owned or occupied by any Party, Customer, Third Party Generator or Third Party (in this Section L, each a "**Licence Restricted Party**") which is the holder of or is subject to a licence granted under the Nuclear Installations Act 1965 (in this paragraph 6.7, a "**Nuclear Site Licence**") or is subject to restrictions in relation to a Nuclear Site Licence, where such area is subject to that Nuclear Site Licence.

6.7.2 This paragraph 6.7 shall take precedence over any contrary provisions of this Section L.

6.7.3 No Party or Invitee shall enter or attempt to enter or permit or suffer any person to enter or attempt to enter any area owned or occupied by the Licence Restricted Party to which a Nuclear Site Licence applies except strictly in accordance with the provisions, restrictions and conditions of the Nuclear Site Licence.

6.7.4 The Licence Restricted Party shall be entitled to take reasonable action of any kind whatsoever relating to or affecting access to its property as it considers on reasonable grounds to be necessary in order to enable the Licence Restricted Party to comply with the provisions, restrictions and conditions of a Nuclear Site Licence or avert or minimise any reasonably anticipated breaches thereof.

## **6.8 Denial of access**

6.8.1 The Panel, any Panel Committee, BSCCo and any BSC Agent shall not be held in breach of any duty or obligation under the Code to the extent that it is unable to perform such duty or obligation by reason of its being denied necessary access to Metering Equipment.

# **7. TECHNICAL ASSURANCE OF METERING SYSTEMS**

## **7.1. General**

7.1.1 The role of the TAA is to monitor compliance by Parties with the requirements, in relation to Half Hourly Metering Systems, of this Section L, Codes of Practice and BSC Procedures, and identify cases where such requirements are not being complied with ("**non-compliance**").

7.1.2 For the purposes described in paragraph 7.1.1, the TAA shall make arrangements for spot visits ("**inspections**") by suitably qualified inspectors at the sites where Metering Equipment is installed.

7.1.3 In this paragraph 7 references to Metering Systems are to Half Hourly Metering Systems.

## 7.2 Provision of information

- 7.2.1 Each SMRA and the CDCA shall submit to BSCCo details of the Half Hourly Metering Systems and the associated Registrants respectively registered in SMRS or CMRS in accordance with BSCP27 or (as respects SVA Metering Systems) the relevant provisions of the MRA.
- 7.2.2 BSCCo shall periodically submit to the TAA, in accordance with BSCP27, a list of the Metering Systems and the associated Registrants, from which sample visits shall be selected in accordance with paragraph 7.3.
- 7.2.3 The Registrant of each Metering System shall provide the TAA with records, data and other information in accordance with BSCP27, and each Party irrevocably agrees to the release to and use by the TAA of all such records, data and other information in the circumstances described in this Section L.
- 7.2.4 The CDCA shall provide the TAA with such Meter Technical Details in relation to CVA Metering Systems as the TAA may request in accordance with BSCP27.

## 7.3 Site Selection

- 7.3.1 BSCCo shall determine and instruct to the TAA, in relation to each BSC Year, consistent with any guidance or instructions from the Panel, and in accordance with BSCP27, the total number of Metering Systems to be inspected.
- 7.3.2 The TAA shall select the sample of Metering Systems to be inspected in each BSC Year in accordance with BSCCo's instructions under paragraph 7.3.1 and consistent with the further provisions of this paragraph 7.3 and in accordance with BSCP27.
- 7.3.3 Until the Performance Assurance Effective Date, the sample selected shall be consistent with the following principles:
- (a) the sample shall allow for:
    - (i) inspection ("**targeted inspection**") of a number of Metering Systems in relation to which non-compliance is suspected, as notified by BSCCo to the TAA or on the basis of the information provided to the TAA by other persons; and/or
    - (ii) inspection ("**re-inspection**") of a number of Metering Systems in relation to which non-compliance was previously identified and has subsequently been reported to have been rectified by the Registrant;
  - (b) the sample shall be representative of the Metering Systems respectively registered in CMRS and each SMRS;
  - (c) the sample shall be representative of:
    - (i) Meter Operator Agent;
    - (ii) type of Metering Equipment;
    - (iii) Code of Practice;
    - (iv) Registrant;

(v) GSP Group (for SVA Metering Systems);

(vi) previous inspection(s);

and shall not be biased towards any one Registrant, Meter Operator Agent, GSP Group or type of Metering Equipment.

7.3.4 From the Performance Assurance Effective Date the Panel may determine with respect to the sample of Metering Systems to be selected by the TAA under paragraph 7.3.2:

(a) which of the principles set out in paragraph 7.3.3 shall apply; and/or

(b) such further principles as are appropriate which shall apply,

provided that unless the Panel decides otherwise with respect to paragraph 7.3.3(c) the sample shall not be biased towards any one Registrant, Meter Operator Agent, GSP Group or type of Metering Equipment.

#### **7.4 Site Visits**

7.4.1 The TAA shall notify the Registrant whose Metering System(s) are selected for inspection, giving the Registrant such period of notice prior to the inspection as may be required in accordance with BSCP27.

7.4.2 The TAA shall invite the Registrant or a nominated representative to attend the inspection, and the Registrant shall ensure that the Meter Operator Agent attends (by a suitably competent person).

7.4.3 The Registrant shall confirm to the TAA in accordance with BSCP27:

(a) the attendance of the Meter Operator Agent; and

(b) the identity of other attendees who will be present.

7.4.4 The Registrant shall, in accordance with BSCP27, make appropriate arrangements to ensure access to all elements of the Metering Equipment being inspected in accordance with the requirements of paragraph 6.

7.4.5 The Registrant shall bear all costs of its and its Meter Operator Agent's attending an inspection (but without prejudice to its right to charge any other person for such service pursuant to another agreement or arrangement).

#### **7.5 Non-Compliance**

7.5.1 The TAA shall determine in respect of those matters or things (including those associated with or connected to a Metering System) which it has been requested to inspect, that such matter or thing is non-compliant if, after taking account of any applicable Metering Dispensations, the requirements of the Code and the relevant Code(s) of Practice are not being adhered to and/or if configurable meter parameters are not consistent with the Meter Technical Details supplied by the Registrant.

7.5.2 Where a non-compliance has been determined in accordance with paragraph 7.5.1 the Registrant shall:

(a) ensure that the non-compliance is rectified, to the extent to which it can be rectified directly by the Meter Operator Agent;

- (b) otherwise, take all reasonable steps to ensure that a person which can directly rectify the non-compliance does so.
- 7.5.3 Following the rectification of a non-compliance (as determined in accordance with paragraph 7.5.1) which is materially non-compliant, BSCCo shall, where in its discretion it considers it appropriate to do so having regard to the nature of such rectification, require the Registrant to carry out the relevant Code of Practice Four tests and validation testing in accordance with the relevant BSC Procedures and the TAA may attend and/or request details of any such testing carried out.
- 7.5.4 For the purposes of paragraph 7.5.3, a non-compliance (as determined in accordance with paragraph 7.5.1) is "materially non-compliant" if the TAA considers that the non-compliance is likely to affect the quality of data used in Settlement.
- 7.5.5 The Registrant of a Metering System determined by the TAA to be non-compliant (or of a Metering System in respect of which a matter or thing has been determined to be non-compliant in accordance with paragraph 7.5.1) following an inspection may refer to the Panel the question of whether the requirements referred to in paragraph 7.5.1 are being adhered to in relation to the Metering System.
- 7.6 Reporting**
- 7.6.1 On completion of an inspection, the TAA shall issue notices of compliance or non-compliance to the Registrant and BSCCo by the date required under BSCP27.
- 7.6.1A Where BSCCo becomes aware of a non-compliance that has impacted metered volumes then it shall, as soon as reasonably practicable thereafter, notify any CFD Settlement Services Provider and any CM Settlement Services Provider and include in that notice at least the following:
  - (a) the MSID(s) (if known) relating to the applicable SVA Metering System or CVA Metering System; and
  - (b) the nature of the non-compliance.
- 7.6.2 Where a non-compliance has been determined in accordance with paragraph 7.5.1, the TAA shall provide the Registrant with a report detailing the areas of non-compliance.
- 7.6.3 The TAA shall provide the Registrant with a reminder, in the form of a re-issued non-compliance report, if the Registrant has failed to rectify the non-compliance by the date required under BSCP27.
- 7.6.4 In relation to each month the TAA shall, by the date required under BSCP27:
  - (a) submit a report (in a format approved by BSCCo) summarising all inspections falling due within that month; and
  - (b) after amending the report to take account of any comments of BSCCo, submit the report to the Panel, the Performance Assurance Board and the BSC Auditor.