LEGAL TEXT FOR PROPOSED MODIFCICATION P322

SECTION L: METERING (V18.0)

Amend paragraph 2.2 to read as follows:

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) ~~and~~ , (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 paragraphs 2.2.2(c) and (d), 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 1 April 2016 the Advanced Meter shall be Half Hourly Metering Equipment where a Contract Renewal in relation to that Advanced Meter has an effective date on or after 5 November 2015 and has been entered into between 29 October 2014 and the Relevant Implementation Date for Modification Proposal P322;

(d) as from 2 November 2017 the Advanced Meter shall be Half Hourly Metering Equipment.

2.2.3 For the purposes of paragraph 2.2.2, 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

Amend paragraph 2.3.3 to read as follows:

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), ~~or~~ (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.

SECTION S: SUPPLIER VOLUME ALLOCATION (V23.0)

2. RESPONSIBILITIES OF SUPPLIERS AND SUPPLIER AGENTS

2.6 Provision of Data

Insert new paragraphs 2.6.1A and 2.6.1B after 2.6.1 to read as follows:

2.6.1A In respect of each SVA Metering System which is an Advanced Meter in relation to which it is registered with a Supplier Meter Registration Agent, a Supplier shall submit, or procure the submission of, the appropriate data (as specified by BSCP01 (Overview of Settlement Process)) to the SVAA promptly after collection of such data and, in any event:

(a) subject to paragraph 2.6.1B, in respect of the data for Settlement Days before 2 November 2017, before the relevant Final Reconciliation Volume Allocation Run; and

(b) in respect of the data for Settlement Days on or after 2 November 2017, before the relevant First Reconciliation Volume Allocation Run,

in each case, in accordance with BSCP01 (Overview of Settlement Process).

2.6.1B In respect of each SVA Metering System which is:

(a) an Advanced Meter; and

(b) Half Hourly Metering Equipment in accordance with Section L2.2.2,

in relation to which it is registered with a Supplier Meter Registration Agent, a Supplier shall submit, or procure the submission of, the appropriate data (as specified by BSCP01 (Overview of Settlement Process) to the SVAA promptly after collection of such data and, in any event, in respect of data for Settlement Days on or after 5 November 2015, before the relevant First Reconciliation Volume Allocation Run, in accordance with BSCP01 (Overview of Settlement Process).

Amend paragraph 2.6.2 to read as follows:

2.6.2 In respect of each SVA Metering System which is not:

(a) a 100kW Metering System; or

(b) Half Hourly Metering Equipment in accordance with Section L2.2.2,

in relation to which it is registered with a Supplier Meter Registration Agent, a Supplier shall submit, or procure the submission of, the appropriate data (as specified by BSCP01 (Overview of Settlement Process)) to the SVAA promptly after collection of such data and, in any event, before the relevant Final Reconciliation Volume Allocation Run, in accordance with BSCP01 (Overview of Settlement Process).

SECTION Z: PERFORMANCE ASSURANCE

1 INTRODUCTION

1.4 Powers and Functions of the Performance Assurance Board

Amend paragraph 1.4.1 to read as follows:

1.4.1 The functions of the Performance Assurance Board (the "**PAB Functions**") are:

(a) the establishment and maintenance of the Risk Evaluation Methodology, the Risk Evaluation Register, the Risk Operating Plan and the Risk Management Plans in accordance with paragraph 5;

(b) the administering of Performance Assurance Techniques in accordance with paragraph 7;

(c) the determination of Risk Management Plan Queries in accordance with paragraph 6;

(d) the preparation of the Annual Performance Assurance Report in accordance with paragraph 8.1;

(e) the making of recommendations to the Panel that the Code or a Code Subsidiary Document be modified in accordance with paragraph 8.2; ~~and~~

(f) the approval and monitoring of Supplier Migration Plans in accordance with paragraph 8.3; and

(~~f~~g) such other responsibilities and functions as the Panel may delegate to it from time to time.

2 PROCEEDINGS OF THE PERFORMANCE ASSURANCE BOARD

2.1 Panel Committee

Amend paragraph 2.1.2 to read as follows:

2.1.2 Notwithstanding paragraph 2.1.1:

(a) notice of meetings of the Performance Assurance Board need be given only to members of it and BSCCo except that notice of a meeting within paragraph 2.1.2(h) shall be given to all Performance Assurance Parties, and notice of a meeting within paragraph 2.1.2(i) shall be given to the Performance Assurance Party referred to in that paragraph; and Section B4.1.6 shall be construed accordingly;

(b) if any member of the Performance Assurance Board wishes to notify additional matters which he wishes to be considered at a meeting of the Performance Assurance Board he shall give notice to all other persons entitled to attend that meeting no later than three (3) Business Days before the date of the meeting (or such lesser period as the Performance Assurance Board may from time to time determine); and Section B4.1.6 shall be construed accordingly;

(c) minutes of meetings of the Performance Assurance Board shall be confidential and copies of minutes shall be required to be provided only to those persons who were entitled to attend the relevant meeting except in the case of a meeting within paragraph 2.1.2 (i) where only an extract of the minutes for the part of the meeting which a representative of a Performance Assurance Party attends shall be given to such Performance Assurance Party; and Section B4.2.5 shall be construed accordingly;

(d) the quorum for a meeting of the Performance Assurance Board shall be four (4) of its members present in person or by their respective alternates, and Section B4.3.2 shall be construed accordingly;

(e) in respect of each meeting of the Performance Assurance Board:

(i) the Chief Executive (or his duly appointed representative) shall be entitled and obliged to attend and speak (but not to vote);

(ii) a representative of the Authority appointed under Section B2.12 shall be entitled to attend and speak (but not to vote);

(iii) and a duly appointed representative of each of Citizens Advice and Citizens Advice Scotland shall be entitled to attend and speak (but not to vote);

(f) upon invitation by the Performance Assurance Board, the BSC Auditor (or his or its respective duly appointed representative) may be entitled to attend and speak at meetings of the Performance Assurance Board and Section B4.5 shall not apply;

(g) Section B1.2 shall not apply to the Panel Committee established to act as and perform the functions of the Performance Assurance Board;

(h) in relation to any meeting of the Performance Assurance Board concerning the Risk Evaluation Register at which no confidential information is to be considered all Performance Assurance Parties and other persons entitled to receive notice of such meeting shall be invited to send a representative to such meeting but such representative shall only be entitled to speak at such meeting if so permitted by the chairperson of the meeting (such permission not to be unreasonably withheld); and

(i) any meetings of the Performance Assurance Board concerning:

(i) the Risk Evaluation Register where confidential information will be considered;

(ii) the Risk Operating Plan;

(iii) any Risk Management Plan;

(iv) the Annual Performance Assurance Report;

(v) any Risk Management Plan Query; ~~or~~

(vi) the performance of a particular Performance Assurance Party~~,~~; or

(vii) any Supplier Migration Plan.

shall be held in confidence and shall not be open to attendance by representatives of a Performance Assurance Party; except that where the Performance Assurance Board will discuss a Risk Management Plan Query, ~~or~~ the performance of a particular Performance Assurance Party or a Supplier Migration Plan, it may invite such Performance Assurance Party to send a representative to attend the relevant part of such meeting.

8 FURTHER FUNCTIONS AND DUTIES

Insert new paragraph 8.3 to read as follows:

8.3 Supplier Migration Plans

8.3.1 For the purposes of this paragraph 8.3:

(a) the "**Supplier Migration Plan deadline**" shall be:

(i) in respect of any Supplier who is a Registrant of relevant Metering Systems on or before 31 August 2015, no later than 31 August 2015; or

(ii) in respect of any Supplier who is registered after 31 August 2015 as the Registrant of any relevant Metering Systems and who was not so registered in respect of any relevant Metering Systems prior to that date, within 30 Business Days of registration;

(b) a "**relevant Metering System**" shall be a Metering System that is an Advanced Meter.

8.3.2 Each Supplier shall submit to the Performance Assurance Administrator a Supplier Migration Plan by no later than the Supplier Migration Plan deadline. The Supplier Migration Plan shall:

(a) for each Advanced Meter in respect of which the Supplier is Registrant, set out the dates, subject to paragraph 8.3.2(b), by when such Metering Equipment shall be registered as Half Hourly Metering Equipment in accordance with Section L2.2.2;

(b) include a commencement date that is no later than 5 November 2015 and a completion date that is no later than 2 November 2017~~]~~;

(c) include evidence and rationale in support of the timetable included in the Supplier Migration Plan; and

(d) be submitted in such format, and provide such supporting information, as the Performance Assurance Board may specify.

8.3.3 The Performance Assurance Administrator shall validate each Supplier Migration Plan and submit it to the Performance Assurance Board for its review and, in its absolute discretion, approval, provided that the Performance Assurance Administrator shall not submit any evidence provided to it identifying MSIDs.

8.3.4 Where the Performance Assurance Board has approved of a Supplier Migration Plan, the Supplier shall:

(a) complete the registration of all Advanced Meters in respect of which the Supplier is Registrant as Half Hourly Metering Equipment in accordance with the Supplier Migration Plan;

(b) for the first month included in the Supplier Migration Plan and each month thereafter (or at such longer intervals as the Performance Assurance Board may specify), by the date specified by the Performance Assurance Board falling within the second month after the end of the month to which the update relates, submit to the Performance Assurance Board an update report. The update report shall include such supporting information and rationale as the Performance Assurance Board or Performance Assurance Administrator may require; and

(c) submit a revised Supplier Migration Plan to the Performance Assurance Board as soon as reasonably practicable after it becomes aware of any circumstance that will prevent its material compliance with its Supplier Migration Plan then in force.

8.3.5 If the Performance Assurance Board refuses to approve the Supplier Migration Plan referred to in paragraph 8.3.2 (or any revised Supplier Migration Plan submitted under paragraph 8.3.4(c)), the Supplier shall revise its Supplier Migration Plan to address any deficiencies identified and re-submit it to the Performance Assurance Board in accordance with any timescales specified by the Performance Assurance Board.

8.4 Compliance with Supplier Migration Plans

8.4.1 Subject to any provision of the Code to the contrary, the Performance Assurance Board shall determine what Performance Assurance Technique(s) (including, without prejudice to the generality of the foregoing, referral to the Panel) it considers should be applied in relation to any failure by a Supplier to:

(a) submit a Supplier Migration Plan in accordance with the requirements of paragraph 8.3;

(b) comply with any requirement of the Performance Assurance Board or Performance Assurance Administrator made in accordance with paragraph 8.3; and/or

(c) comply with its Supplier Migration Plan (including any Supplier Migration Plan revised or updated in accordance with paragraph 8.3).

ANNEX X-1: GENERAL GLOSSARY (v66.0)

Insert the following new definition into the general glossary in alphabetical order to read as follows:

"**Advanced Meter**":	means Metering Equipment installed in accordance with the obligation set out in condition 12.18 of the Standard Conditions of each Supply Licence;
"**Contract Renewal**":	means an extension to the duration (including the duration of any fixed term period) of a contract between a Supplier and Customer for the supply of electricity in respect of which the Metering System is an Advanced Meter in accordance with Section L2.2.2;
"**Supplier Migration Plan**":	means a Supplier's plan, approved and maintained in accordance with Section Z 8.3, for the migration of Advanced Meters to Half Hourly Metering Equipment in accordance with Section L2.2.2;