

Smart Metering Implementation
Programme – Product Delivery
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28th August 2015

Dear SMIP team,

New Smart Energy Code contents and related Supply Licence Amendments

Thank you for the opportunity to respond to this consultation. Our responses to the questions posed are enclosed and we would like here to make the following key points:

DCC Live - we note that in paragraph 5 of section 1.2 of the Executive Summary, you advise that for the purposes of this consultation you are assuming that "DCC Live" will be April 2016. This is not aligned with the DCC Live assumption that you used in the recent Rollout Strategy Consultation, ie DCC Live was August 2016. We believe that a consistent approach should be adopted with regards to usage of this term, and our response is therefore based on the assumption used in the Rollout Strategy consultation ie DCC Live is assumed to be August 2016. We would like to take this opportunity to state that urgent clarity regarding DCC Live, and the content of DCC's releases, is required.

DCC Visits to Consumers Premises (Consultation Question 23) - with regard to the proposal that DCC should be allowed to visit consumers premises, we are still unable to support this and indeed our position on this matter has not changed since this matter was first proposed within Question 8 of the SEC4 consultation. Please see our response to Consultation Question 23 for our detailed views on this matter.

"All Reasonable Steps" - we note that the legal drafting of the proposed new Licence Conditions refers to Suppliers who are DCC Users taking "all reasonable steps" to commission Smart Meters that form part of a SMETS2 compliant smart metering system at a domestic premises, pursuant to the arrangements for doing so under the SEC and to ensure that once commissioned, no other arrangements for remote communications are in place. The term "all reasonable steps" is a wide ranging term that potentially introduces a host of associated regulatory, reporting and audit requirements upon suppliers. In order to minimise these requirements, and thereby minimise associated costs, we would like to better understand the information that DECC and Ofgem expect suppliers to collect in order to meet the requirements of the licence.

This response is not confidential.

Yours sincerely,

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Q1 Do you agree with the legal drafting of the proposed amendment to the electricity and gas supply licence conditions? Please provide a rationale for your views.

In general we support the legal drafting, subject to the following comments.

The legal drafting proposed requires Suppliers which are DCC Users to take "all reasonable steps" to commission Smart Meters that form part of a SMETS2 compliant smart metering system at a domestic premises, pursuant to the arrangements for doing so under the SEC and to ensure that once commissioned, no other arrangements for remote communications are in place. The term "all reasonable steps" is a wide ranging term, that potentially introduces a host of associated regulatory, reporting and potential audit requirements upon Suppliers. In order to minimise these requirements, and thereby minimise associated costs, we would like to gain a better understanding of the information that DECC and Ofgem expect Suppliers to collect in order to demonstrate that Suppliers have taken all reasonable steps.

Q2 Do you agree that this legal duty should take effect when DCC's enrolment services are first available? Please provide rationale for your views.

We do not agree.

We note that DECC are of the view that the obligation should come into effect when DCC enrolment services become available. We do not support this view however, rather we believe that this obligation should only come into effect once the DCC is in a position to provide the robust services required to all applicable parties.

Q3 Do you have any comments on the proposed drafting in these new subsidiary documents?

We support the principle of creating two new SEC Subsidiary Documents (Service Request Processing Document and Inventory, Enrolment and Withdrawal Procedures document) to supplement SEC Sections H4, H5 and H6.

We offer the following detailed comments on the proposed drafting of these new SEC Subsidiary Documents for your consideration.

Generic Comment

- It would aid readability if the legal drafting of SEC Sections H4, H5 and H6 could be amended to include reference to the relevant SEC Annex Document being referenced. For example, it would be helpful if H4.2 could be amended to read "Each User and the DCC shall each comply with the applicable obligations set out in the Service Request Processing Document, as contained in Appendix [TBC] of this document.....".

Service Request Processing Document comments

- Clause 2.2d of the "Service Request Processing" Appendix prohibits the upgrading of a device from a non-Certified Product List (CPL) listed firmware to another non CPL listed firmware, where the non-CPL firmware versions have "dropped off" the list. We believe that this process may be required to allow incremental firmware releases to be applied, which may be required in order to achieve the final upgrade to get to a valid CPL firmware version, and would request that further consideration is given to this matter.
- We believe that Clause 4.1 of the "Service Request Processing" Appendix places excessive burden on Users to manage DCC errors. A simpler solution may be for unintended recipients to reject communication from the DCC that have been sent to them in error. We request that further consideration is given to this issue.

- We would welcome your views on whether Clause 6.1f(iii) of the "Service Request Processing" Appendix prevents Users from deleting their Schedules after a Change of Supply (CoS) Loss event. We envisaged using the delete schedule command in the event that the incoming supplier fails to apply their security credentials on the device (which has the effect of deleting the previous suppliers schedules) and as a result the previous supplier would potentially still receive responses to any schedules that are still in place. Clarification regarding this matter would be appreciated.
- Clause 8.6c of the "Service Request Processing " Appendix states that the DCC will notify the User that sent the original "CoS Update Security Credentials" Service of its rejection, however it is not clear to us what the User should do next in this scenario, as the problem seems to lie with the CoS Party and this cannot be resolved by the User. Further clarification would be appreciated. Furthermore, we note that this Clause references the Error Handling Strategy document, and question whether this reference will need amending/updating in light of any decisions that may be made regarding the proposals detailed in Question 28 of this consultation.
- Clause 10.5 of the "Service Request Processing" Appendix states that the DCC shall, where it has processed a Service Request to successfully replace the Device Log of a Gas Proxy Function, send a DCC Alert to the Gas Supplier who is the Responsible Supplier for that Gas Proxy Function". We believe that it would be useful for the Responsible Electricity Supplier to also receive the alert. We note that there is currently a GBCS event for this, however it is not currently configured as an alert.

Inventory, Enrolment and Withdrawal Procedure comments

- It would be helpful if the procedure could be augmented to include relevant SLA information eg detail the DCC's SLA regarding pre-notification Communications Hubs (CHs).
- We believe that there is a remote risk that CHs may be received which, at the point of their receipt, are no longer on the CPL as they may have "dropped off" the CPL list whilst in transit. It is currently unclear how such issues will be handled, and we would welcome clarification on this matter.
- The double negatives in Section 4.6 makes it very difficult to follow. Is this meant to cover a No WAN install where the Communications Hub Function status is "installed not commissioned" and then WAN is subsequently restored/available? Clarification of this matter would be appreciated.
- We believe Clause 5.6a of the "Inventory, Enrolment and Withdrawal Procedures" Appendix should read "DCC has failed to successfully carry out.." rather than "DCC has failed successfully to carry out..."
- We question whether the clause references in Clause 5.13a of should refer to Clause 5.1(b) rather than Clause 5.2(b)? Clarification of this matter would be appreciated.

Q4 Do you have any specific comments on the proposed revised approach to dealing with Post-Commissioning Obligations including the proposal to delete Sections M2.7 and M2.8?

We are supportive of the legal drafting relating to Post-Commissioning Obligations that is contained within the Inventory, Enrolment and Withdrawal Procedures Appendix, and the proposal that Clause M2.7 and M2.8 should now be deleted given the monitoring arrangements that have been incorporated into the Inventory, Enrolment and Withdrawal Procedures appendix.

Q5 Do you have any comments on the proposed approach?

We support this in principle, subject to comments

We are in general agreement with the proposed approach for joining and un-joining Consumer Access Devices (CADs), however we have the following detailed comments for your consideration.

- As currently drafted, it is not clear whether the intent in circumstances where a Communications Hub is replaced and the HAN Log is restored, is that the consent prior to the replacement still stands or whether the User has to re-establish Consumer Consent. We would welcome clarification on this matter.
- We would welcome DECC's view on whether the fact that we would only join or un-join a CAD where a customer asks us to do so counts as implied consent.

Q6 Do you have any comments on the proposed drafting changes to Sections F2, G, M2 and A?

We are generally comfortable with the legal drafting that is being proposed.

However, to aid readability, we propose that the legal drafting of applicable clauses within Section F2 (eg F2.2 and F2.8) is augmented to reference the fact that the CPL Requirements Document is contained within Appendix [TBC] of the SEC.

Q7 Do you agree with the proposal to move some of the technical details in F2 into a subsidiary document in line with the approach taken in relation to Sections H4, H5 and H6?

We are generally supportive of DECC's proposal to move some of the technical details in F2 into a new SEC Subsidiary "CPL Requirements" document.

However, as we have stated within our response to Question 6, we propose that to aid readability the legal drafting of applicable clauses of Section F2 (eg F2.2 and F2.8) is augmented to reference the fact that the CPL Requirements Document is contained within Appendix [TBC] of the SEC.

We note that the legal drafting proposed does not detail the processes that would be followed should a device be suspended, and subsequently re-instated, on the CPL. For example, if such a scenario were to occur, would Users receive notification to this effect? We would welcome clarification regarding this issue.

Q8 Do you support the proposed changes to Section T to ensure that the testing objectives reflect a more up to date version of the SEC?

We are generally supportive of the Section T Legal Drafting that is being proposed within this consultation document.

We note however, that the legal drafting of Section T2.3(a), Section T3.3(a) and Section T5.3(a) does not contain the actual date when these changes will be effective, but a placeholder only. We would request clarification regarding when these dates will be populated, and how further amendments (which may be required as further information materialises and lessons are learnt during testing), will be incorporated.

Q9 Do you agree with the proposal that the DCC should offer a testing service for prospective Non-Gateway Suppliers?

We partially support this.

We partially agree to the proposed legal text that is being proposed in Section H14, however we would recommend that the proposed text for Clause H14.36A is augmented in order to provide more clarity regarding the objectives of the Non-Gateway Interface (NGI) Tests. We believe that such an amendment would provide clarity regarding the services that DCC will need to provide to support NGI Tests, and the obligation on the Non-Gateway Suppliers should they choose to undertake such testing.

We note that DECC and the DCC held a "Non-Gateway Interface Workshop" on the 19th August, at which DCC indicated that they estimate that the costs to develop and deliver a non-gateway interface are estimated to be approximately £6m, and that the solution could not be delivered until 6 months post-DCC Live, and would therefore only be required for a 6 month period. We understand that in light of the above information, DECC now has a "minded to" position to not proceed with the NGI proposals, and that a consultation on this issue will be issued before the end of 2015. It would be helpful if DECC could formally publish their "minded to" position in advance of the NGI consultation being issued.

Q10 Do you intend to test only Devices (and not User Systems) against the DCC Systems? If so, how and when do you intend to do this? Is it your intention to: become a SEC Party and establish a DCC Gateway Connection; rely on other parties to interact with the DCC for the purposes of testing Devices; or another means (eg direct connection without being a SEC Party)?

It is our intention to test both Devices and User Systems against DCC Systems, and we are in the process of establishing a DCC Gateway connection in order to carry out such testing via the DCC's End to End Testing Services.

As we stated within our response to the DCC's End to End Test Approach Consultation, we are of the view that Meter Manufacturers and/or Test Houses who wish to undertake only Device Testing should be able to achieve this via usage of a 3rd party service provider or a contracted Supplier.

Q11 Do you agree with the proposals, and associated legal drafting, in relation to the SMKI Recovery Procedure Guidance document? Please provide a rationale for your view

We support the proposals in relation to the SMKI Recovery Procedure Guidance document, but have comments on the legal drafting.

The legal drafting refers to SMKI Recovery Procedure and SMKI Recovery Key Guidance, rather than SMKI Recovery Procedure Guidance – this should be amended to ensure it is consistent across the legal drafting.

Q12 Do you agree with the proposed drafting on how changes to the SMKI Recovery Key Guidance are managed, or do you think it should be a SEC Subsidiary Document and open to the SEC Modification Process? Please provide a rationale for your response.

We do not support the proposed drafting.

We believe that the SMKI Recovery Key Guidance should be a SEC subsidiary document and open to the SEC modification process.

Q13 - Do you agree with the proposals, and associated legal drafting in relation to the SMKI Recovery Procedure Liabilities? Please provide a rationale for your view.

We generally agree.

We support the change to the legal text in terms of socialising liabilities. We also support the suggestion that liabilities can be re-claimed from the DCC where the Supplier Party is not at fault or has not breached the SEC but has incurred costs due to the decision to invoke recovery (or not).

Q14 Do you agree with the proposals, and associated legal drafting to use IKI for communications over the NGI and in relation to TAD? Please provide a rationale for your view.

We agree.

We support this change to include those users who communicate over the NGI in using IKI credentials for non-repudiation on threshold anomaly detection forecasts.

Q15 Do you agree that it is necessary for the PMA to be able to require Parties to nominate Key Custodians? Please provide a rationale for your response.

We agree.

We consider it appropriate for the PMA to require Parties to nominate key custodians to ensure there are an appropriate number of key custodians should recovery be required.

Q16 Do you agree with the proposals, and associated legal drafting to make clarificatory changes to the SMKI Certificate Policies? Please provide a rationale for your view.

We do not agree.

The new provisions in the legal drafting remove defence in depth from the end-to-end solution, and take responsibility off the DCC and place it back on the Supplier Parties for ensuring that certificates are not issued in relation to a public key already used for an existing certificate. Although our design already takes steps to ensure that this does not happen, it is another case where the DCC do not have to ensure a robust and secure technical solution is in place to manage this, but are reliant on the supplier Parties to do so. We are concerned at this late stage that the DCC are finding issues with their technical solution that require a change to the SEC and remove some of the robustness of the end-to-end security.

Q17 Do you agree with the proposals, and associated legal drafting to allow the DCC to become an Eligible Subscriber for certain SMKI Organisation Certificates for the purpose of signing Registration Data? Please provide a rationale for your view.

We agree.

We support the proposed legal drafting to allow the DCC to become Eligible Subscribers for SMKI certificates with certain roles for the purposes of signing registration data.

Q18 – Do you agree with the legal drafting to oblige Network Operators to establish their Organisation Certificates prior to DCC Live? Please provide a rationale for your view.

We agree.

We support this change as it allows Supplier Parties to complete their post-commissioning obligations.

Q19 Do you agree with the proposal and legal drafting in relation to the miscellaneous changes to the PKI Content? Please provide a rationale for your view.

We agree.

We agree that the scope of the Registration Authority Policies and Procedures should be extended to allow the DCC to verify individuals with multiple roles at the same verification meeting. We support lifting the restrictions on who can access the repository in L13.22. We agree with the legal drafting in H14.11 that allows the DCC to use Live SMKI certificates for pre-production OAT, and that this can only be by exception and with approval from the SMKI PMA. We also agree with Authorised Subscribers providing a forecast as soon as reasonably practicable after they become Authorised Subscribers as drafted in L8.7, to allow the DCC to manage capacity.

Q20 - Do you have any comments on the proposed drafting regarding the CIO independent requirements?

We support the proposed drafting regarding independence of the CIO.

Q21 Do you agree with the proposals, and associated legal drafting (including the proposed changes to the CHIMSM at Annex D), which would permit Suppliers to re-use Communications Hubs that they have removed from consumer premises in certain circumstances?

We broadly agree in principle.

However we believe that further analysis and consideration is required in order to determine the system and process development costs of the proposals before a definitive response can be provided.

In particular we note the following:

F7.3/F7.4 – As currently drafted the legal drafting implies that the Ordering Supplier is liable if the removing supplier does not follow the CH Technical Removal Process. We do not believe that this is correct, and believe it poses a greater risk in situations where multiple suppliers are using a single CH. We request that further consideration is given to the legal drafting of these clauses.

F8.6 – This legal drafting places new obligations on Suppliers who wish to reuse CHs. In order to determine whether re-use of CHs is viable, there is a need to understand the system and process development costs that would now be required in order for suppliers to comply with the need to be able to remove customer consumption data and the installation restrictions that the security credentials pose

for these removed CHs. It must also be noted that the legal drafting will have stock management implications, the costs of which may outstrip any benefit that could be obtained from reusing CHs.

It is our understanding that CH manufacturers have proposed a solution that would enable the CH to be set back to a factory default state. If such a technical solution was available this could enable the restrictions being proposed within the legal drafting to be removed, which could improve the benefits case for reusing CHs. We would request that this issue is investigated further before any final decisions are made.

We note that F8.6 states that where a Supplier ceases to trade they should return all CHs, however we question whether this will be feasible in all scenarios (eg bankruptcy).

Q22 Do you agree with the proposal, and associated legal drafting, for an obligation for Supplier Parties to respond to any reasonable request from the DCC for information pertaining to compliance with the CH Support Materials and for a reciprocal obligation to be placed on the DCC?

We support in principle, subject to comments.

In principle, we support the proposal that:

- an obligation should be placed upon Supplier Parties to respond to any reasonable request from the DCC for information pertaining to compliance with the CH Support Materials (CHSM), and
- a reciprocal obligation should be placed upon the DCC.

However, there are a number of aspects of the proposal that we believe require further clarification/development, namely:

- It would be useful to understand and agree what constitutes a "reasonable request" and what information would be required. For example, what information does the DCC expect a Supplier to obtain to prove that CH installations are compliant with the CHSM?
- The DCC Installer Training Plan is referenced within the Annex D legal drafting, however we have not yet had visibility of this document, and are currently unclear as to how this document will be governed going forwards. Further information is required.
- Within Paragraph 106 of the Consultation Document DECC states "...the DCC's CSP (Communications Services Provider) contracts are subject to compliance with the CHSMs by Suppliers.....". It is disappointing that Suppliers have only had limited visibility of these contracts, given that they appear to contain obligations and dependencies upon Suppliers.

Q23 - Do you agree with the proposals, and associated legal drafting (including the proposed changes to the CHIMSM at Annex D), relating to visits by the DCC to consumer premises

We strongly disagree.

As we stated within our response to Question 8 of the SEC4 Consultation we do not support the proposal that the SEC Drafting should be amended to provide conditions for a DCC visit to consumer premises.

During the SEC4 Consultation, we provided the following reasons for being unable to support this proposal:

- We do not believe that it is appropriate for the DCC, with whom the consumer has no relationship, to attend consumer premises, even if "acting as a contractor to the responsible Supplier". The majority of consumers are not likely to be aware of the DCC, and visits by this unknown entity are likely to cause inconvenience to the consumer, as well as potentially being a source of concern and confusion.
- We note that DECC state that the DCC would be required to comply with any regulations applicable to the Energy Supplier or its representative. Such obligations are many and numerous, and we question what processes and procedures the DCC has in place to ensure that any of their personnel who would be undertaking this role are suitably trained and what assurance would be provided by the DCC to Suppliers regarding their involvement in this activity? For example, Suppliers have obligations under the Guaranteed Standards of Performance (GSOP) Regulations regarding appointments – if the Supplier were to obtain consent for the DCC to visit a consumer premise at an agreed time, and the DCC failed to turn up within that time frame, we would expect the DCC to pay any charges that may arise under the GSOP Regulations as a result – as a Supplier we would not wish to be liable for the DCC's failure to attend as agreed;
- We note that DECC state that the DCC may need to attend consumer premises to "facilitate the successful connection of a CH to the WAN", however it is our firm view that Supplier Parties will facilitate such connection, liaising with the DCC as required, and that visits by the DCC to Consumer Premises as part of this process should not be required. In the unlikely rare event that such a visit was deemed to be required then the DCC should only be able to visit consumer premises when accompanied by the Registered Supplier Party, with whom the consumer has a relationship. If the DCC were to undertake such a visit, and were to undertake work during that visit, then clearly the liability regarding this work would rest with the DCC and the SEC would need to be drafted accordingly;
- We note that some initial discussions have taken place at CH forums regarding DCC auditing the work undertaken by installation engineers and that during these discussions the DCC have suggested that they may need to visit consumer premises for "audit reasons". We would like to reiterate at this time that installation engineers are already audited by Supplier Parties and that if the DCC have concerns regarding the performance of any installation engineer(s) then they should contact the relevant Supplier regarding their concerns and agree an appropriate way forward (eg reviewing the Supplier's audit records if applicable) rather than visiting consumer premises and thereby causing undue inconvenience and potentially concern for consumers.
- We note that under their proposal DECC state that it would be the Supplier's responsibility to obtain any required consent prior to the visit. Legal requirements relating to consumer consent are very specific, obtaining a blanket consent would not be sufficient for these purposes, and we envisage that obtaining such consent on behalf of the DCC could be overly onerous upon Suppliers. Advice from our legal team is that this type of visit would require explicit consent to be gained from the consumer and that blanket consent, such as via Ts&Cs would not meet the new EU regulations in this area.

We remain of the opinion that the above issues, remain, and in addition have the following further comments for your consideration:

- How is the DCC proposing to determine that a Supplier has been non-compliant with regards to the CHSM? What volume of failed installs or service issues will result in a revisit? How will this be

ratified? What evidence is collected on site? How is it collected and stored and shared between parties? How will the Supplier be notified of such visits – we are not aware of any current processes relating to this activity.

- Who reseals the tamper seal on the CH if it is removed during the visit? Will the DCC be sending qualified gas fitters and/or electricians to consumers' premises?
- Given that Communication Hubs are attached by a simple physical connection we believe it is unlikely that a trained and qualified installation engineer will not fit CHs in accordance with the CHSM. Bearing this in mind, we would like to gain a better understanding of the benefit that will be gained by the DCC inspecting this connection on site. Is it the intention of the DCC to inspect the whole SMS installation in instances where a Supplier view of WAN coverage disagrees with that provided by its CSP? If this is the case then we would ask that this is consulted upon separately. Suppliers are taking the training and qualification of their engineers very seriously, as the success of the SMIP and Supplier's obligations to fulfil this are dependent on timely, efficient and effective installations. As such, installation activities will be monitored closely and any issues identified will be dealt with quickly. If installation activities are to be monitored/audited then we believe that discussions should be had to establish a qualified and independent body to undertake this activity.
- We question under what legal and/or contractual basis the DCC activities at a consumers premises will be covered? Will the DCC fulfil consumer requests/special needs eg consumer may request that only female staff are sent? Furthermore, we note that DECC is proposing that the DCC visits should take place between 9am and 5pm, however this appointment timeframe is not consistent with other appointment timeframes prescribed in regulation.
- We question whether the fundamental issue is really that there is an inherent disparity between the WAN Coverage Information provided by the CSP, which is at "mast level" versus WAN Coverage Information required by Suppliers who will be checking for WAN Coverage at the customer's meter location not at the mast.

In light of all of the above, we request that further consideration is given to this matter, and we reiterate that we are unable to support these proposals at this time.

Q24 - Do you agree with the proposal, and associated legal drafting, for Parties to be liable for all reasonable costs and expenses incurred by the DCC as a result of the delivery of Communications Hubs being prevented from taking place in accordance with the SEC, due to a breach of the SEC by that Party?

We recognise the principle here, however we have some concerns regarding the proposal and related legal drafting.

We note that DECC are now proposing that the SEC legal drafting should be augmented to include a new obligation on Parties to reimburse the DCC for reasonable costs where the DCC is unable to deliver CHs due to a breach of the SEC by the Party. Whilst we concur with the principle behind this proposal, we have the following comments for your further consideration:

- The proposed legal drafting of F6.18 states that a Party will be liable to reimburse the DCC for all reasonable costs and expenses incurred. The term "all reasonable costs and expenses" is vague, and we request further clarification regarding what would constitute "reasonable costs and expenses" in such circumstances.
- It is proposed that payment of such compensation should be included in the next DCC invoice. This approach would mean that, if we did not believe the charges were reasonable, we would have to "pay now and dispute later". In our view this is not appropriate for what should be one-off, non-

routine, charges. In our view it would be more appropriate for these charges to be progressed via a separate invoicing arrangement, rather than being incorporated into the normal monthly DCC invoice. We ask that further consideration be given to this matter.

- We believe that consideration should be given to the introduction of a reciprocal arrangement where Suppliers are reimbursed associated reasonable costs and expenses in the event that the DCC fails to deliver CHs as agreed, given that such a failure would negatively impact upon Suppliers enforceable rollout plans and customer experience.

Q25 - Do you agree with the proposals and associated legal drafting for the consequential changes to the SEC arising from the Communications Hub Support Materials?

We partially support the proposals.

Whilst we are supportive of a number of DECC's proposed consequential changes to the SEC for alignment with the CHSM, namely:

- The proposal that CH Fault Diagnosis information should be incorporated into the CHIMSM.
- The proposal that policy information regarding Acceptance/Rejection of non-compliant orders should be made available via the DCC website rather than via the CHOS.
- The proposal that references to CHISM and CHMSM should be replaced by references to CHIMSM.

We have a number of concerns regarding some areas of the proposals, and we ask you to give these issues further consideration:

- We still have concerns that the warranty period for Test Communications Hubs is only 6 months long, rather than lasting for the entire contract as is the case for production Communication Hubs, and we would ask that the Warranty Periods for Test Communication Hubs are aligned with those for Production Communication Hubs.
- We have a concern that, at present, there is no detail regarding how Order Management System (OMS) accounts are created and managed (for joiners and leavers), and we request that this detail is made available as soon as possible.
- We note that the DCC has decided to make the OMS system separate from the Self Service Interface Portal. This DCC decision results in additional costs being incurred by Suppliers, which we do not believe have been taken into account, and will make it more difficult for Suppliers to have visibility of the volume of accounts that exist at each level.
- We note that with regards to charging for incomplete or missing Communication Hub deliveries, the current legal drafting places all risk upon Suppliers, which we believe is unreasonable. In addition, it must be noted that the legal drafting provides no details with regards to how shortfalls will be provided eg if an incident were to arise which lead to a shortfall of Communication Hubs being available to the industry, what processes would be followed to allocated stock amongst industry parties? We request that further information regarding such processes is provided as soon as possible.

Q26 - Do you agree with the proposals as described under the heading of "Miscellaneous Communications Hub Issues" above and the associated legal drafting?

We support in principle, subject to comments

We support in principle DECC's proposal that the DCC should make available to all Parties a document which clearly allocates each full UK Postcode to a Region.

With regard to the proposals relating to H8.16, we have noted the following discrepancy between the Consultation Document and the Legal Drafting which we would request you clarify as soon as possible. For the avoidance of doubt, our preference would be for the longest timescale quoted (ie 12 months) to be utilised.

- Paragraph 127 of this SEC Consultation Document states that DECC intend the DCC to make available WAN Variant Communications Hub information at least 7 months in advance of the date from which the SM WAN is expected to be available in that location.
- The Blue Box "Changes to Section H" on Page 49 of the consultation document however state that "H8.16 is amended such that the SM WAN Coverage Database will indicate any requirements to use particular WAN Variant Communications Hubs in a location at least 12 months in advance of the date from which the SM WAN is expected to be available in that location.
- The July 15 SEC Consultation legal drafting of H8.16f(iv) states "any requirement to use a particular WAN Variant (and, where applicable, in combination with any particular Communications Hub Auxiliary Equipment) for any given location in order that the Communications Hub will be able to establish a connection to the SM WAN; (such information to be made available at least 8 months in advance of the date from which the SM WAN is expected to be available in that location)

Q27 – Do you agree with the proposed changes to Incident Management? Please provide a rationale for your views.

We agree with the proposed changes.

We are supportive of the proposed changes to the Incident Management Policy, which we note have been presented to, and discussed at, the DCC's Service Management Forum (of which we are a member) who were collectively supportive of the proposals.

Q28 - Do you agree with the proposed approach to provide a more flexible governance for the Error Handling Strategy, set out above?

We support the proposed approach.

We note that DECC are now proposing that the Error Handling Strategy document should no longer be a SEC Subsidiary Document. We note that this proposal has previously been presented and discussed at the DCC's Service Management Forum, of which we are a member, and that these proposals are supported by that group.

We are in agreement that the proposed approach will provide greater flexibility to make amendments to the Error Handling Strategy Document, as such amendments will be able to be made without enacting the formal SEC Modifications Process. It is important however that Users views regarding any proposed amendments to the document should be sought in a timely manner prior to any changes being made however, and we therefore support DECC's proposal that the Incident Management Policy should be

amended to require DCC to take into account the views of Users when updating the Error Handling Strategy. We would welcome the opportunity to review and comment upon the proposed amendments to the Incident Management Policy document.

Q29 - Do you agree with the proposals in relation to the timing of the further activation of the SEC Modification Process? Please provide a rationale for your response.

We agree with these proposals.

We note that DECC are proposing to lay before Parliament in the Autumn proposed SEC amendments to the existing variation to SEC Section D, and that DECC anticipates that these will come into effect in Early 2016. We are supportive of these proposals and the timescales in which DECC is hoping to implement them.

Q30 - Do you agree with the proposals and legal text in relation to the manner in which the SEC Modification Process is further activated, including the temporary performance of certain enduring Authority functions by the Secretary of State? Please provide a rationale for your response.

We agree.

In general we are comfortable with the legal text that is being proposed.

We note that it will be important that any Modifications that may be raised during Transition, in accordance with SEC Section X2.3, take into consideration any potential impact upon other existing industry codes.

We are in agreement that a robust handover process between DECC and the Authority will be required. We note that DECC advise that they currently envisage DCC Services to be sufficiently stable about 6 months after DCC Live and that they envisage handing over to the Authority at that time. We believe that it may be necessary for both Parties to adopt a flexible approach with regards to the handover of decision making and other duties, and would ask for this to be borne in mind. We note that DECC advise that they will confirm the precise hand-over date following consultation, and we are supportive of this approach.

Q31 - Do you have any comments on the proposed drafting regarding the scope of the Threshold Anomaly Detection Procedures?

We are supportive of the proposed drafting regarding the scope of the Threshold Anomaly Detection Procedures. We note that we have not yet had visibility of the Guidance Document that is referenced within Clause G6.1(c), and request that we be given sight of this document at the earliest opportunity.

Q32 - Do you agree with the proposed additional text to F3 to provide affected Supplier Parties or the DCC with the ability to appeal (to Ofgem) SEC Panel Decisions relating to device non-compliance with the Technical Specifications and any associated remedial plan?

We agree.

We are supportive of the proposal to provide affected Supplier Parties and the DCC with the ability to appeal SEC Panel Decisions relating to device non-compliance with the Technical Specifications and any associated remedial plan through to Ofgem, and are comfortable with the legal text being proposed.

Q33 – Do you agree with the proposal, and associated legal drafting in relation to amending the definitions in preparation for the future introduction of technical specifications into the SEC? Please provide a rationale for your view.

We agree, subject to comments.

We are supportive of the amendments to the Definitions that are being proposed within this consultation, however we note that no definition of the term "Test Participant Systems" has been incorporated into the version of this SEC. We were expecting this definition to be introduced into this version in order to provide the required clarity that test systems are excluded from the location restraints that are detailed within SEC Clause G3.23 and G3.25. We would welcome clarity on when this new definition will be introduced into the SEC, and confirmation that a Participants Test Systems are excluded from the location constraints detailed within G3.23 and G3.25 as soon as possible.