

4G Changes for the SEC

Section A

<u>2G/3G Central</u>	<u>is a Region, and refers to the Geographical Region covering central Great Britain and the use of 2G and/or 3G mobile communications technology in that Geographical Region.</u>
<u>2G/3G South</u>	<u>is a Region, and refers to the Geographical Region covering the south of Great Britain and the use of 2G and/or 3G mobile communications technology in that Geographical Region.</u>
<u>4G Central/South</u>	<u>is a Region, and refers to the Geographical Regions covering central Great Britain and the south of Great Britain and the use of 4G mobile communications technology in those Geographical Regions.</u>
CH Handover Support Materials	means, in respect of each Region, the SEC Subsidiary Document of that name set out in Appendix H and applying to that Region.
CH Installation and Maintenance Support Materials	means, in respect of each Region, the SEC Subsidiary Document of that name set out in Appendix I and applying to that Region.
<u>Communications Technology</u>	<u>means each of the telecommunications technologies used to provide all or part of the SM WAN, including each of the following: (a) long-range radio; (b) 2G and/or 3G mobile communications technology; and (c) 4G mobile communications technology.</u>
<u>Geographical Region</u>	<u>means each of the three regions of Great Britain recognised for the purposes of this Code, being north, central and south. The region into which a premises (or future potential premises) falls shall be identified by the DCC and confirmed to other Parties on request. Once a premises has been identified by the DCC as being in a particular region, the DCC shall not identify that premises as being in a different region (unless agreed by the Supplier Party or Supplier Parties Registered for the MPAN and/or MPRN at the premises and the Network Party or Network Parties for the network(s) to which the premises is, or is intended to be, connected).</u>
<u>North</u>	<u>is a Region, and refers to the Geographical Region covering the north of Great Britain and the use of long-range radio telecommunications in that Geographical Region.</u>
Region	<u>means a combination of Geographical Region and Communications Technology as follows:</u> <u>(a) North;</u> <u>(b) 2G/3G Central;</u>

	<u>(c) 2G/3G South; and</u> <u>(d) 4G Central/South.</u> means each of the regions of Great Britain that are subject to different DCC Service Provider Contracts, and the region into which a premises (or future potential premises) falls shall be: (a) identified insofar as reasonably practicable in a document published by the DCC (or the Panel on behalf of the DCC) from time to time; or (b) where a premises (or future potential premises) is not so identified, confirmed by the DCC on application of any Party or in response to the resolution of an Incident regarding the fact that a premises (or future potential premises) is not so identified, and once a premises has been identified by the DCC as being in a particular region, the DCC shall not identify that premises as being in a different region (unless agreed by the Supplier Party or Supplier Parties Registered for the MPAN and/or MPRN at the premises and the Network Party or Network Parties for the network(s) to which the premises is, or is intended to be, connected).
SMETS2+ SM WAN	means the means by which the DCC sends, receives and conveys communications to and from SMETS2+ Communications Hub Functions. <u>(which The Communications Technology utilised for these purposes may differ from Region to Region), and there may be more than one Communications Technology utilised within a Geographical Region.</u>
Special Installation Mesh Communications Hub	means a WAN Variant (in the central Region and the south Region) which is distinguishable from a standard Mesh Communications Hub by the existence of an additional external aerial port. <u>These WAN Variants are only used for 2G/3G Central and 2G/3G South.</u>
WAN Variants	means the variations of SMETS2+ Communications Hub that are necessary to enable communications via the SMETS2+ SM WAN in each <u>Geographical Region</u> (and each part thereof that is not subject to the Statement of Service Exemptions); <u>or, where more than one Communications Technology is used in a Geographical Region, the variations of SMETS2+ Communications Hub that are required in respect of each such Communications Technology.</u>

F5. SMETS2+ COMMUNICATIONS HUB FORECASTS & ORDERS

All references to "Communications Hubs" in this Section F5 are references to "SMETS2+ Communications Hubs".

Availability of CH Variants

F5.1 The DCC shall ensure that Communications Hub Device Models are made available to be ordered by Parties under this Section F5 such that the Parties can order Communications Hubs that provide for each and every combination of HAN Variant and WAN Variant; save that:

- (a) this Section F5 does not apply to Special Installation Mesh Communications Hubs (and all references in this Section F5 to Communications Hubs shall be deemed to exclude Special Installation Mesh Communications Hubs); ~~and~~
- (b) the DCC need not provide a 'Variant 450 Communications Hub' (as defined in the CH Installation and Maintenance Support Materials) that operates only with a HAN frequency within the 2400 – 2483.5 MHz harmonised frequency band (as further described in the CHTS); ~~and~~

(c) [Note: the obligation of the DCC to allow CH orders for 2G/3G Central and 2G/3G South may be subject to transitional arrangements under the NETMAD, and/or enduring limitations may be made or referred to here.]

Temporary CH Ordering and Delivery Rules

F5.1A The provisions of the Section F5 (and the definitions defined by reference to this Section F5) shall apply in accordance with (and subject to) any and all variations applied from time to time under a document to be known as the "**Temporary CH Ordering and Delivery Rules**". The DCC shall produce and obtain the Panel's approval of the Temporary CH Ordering and Delivery Rules, setting out the variations to this Section F5 that are reasonably required as a consequence of global supply chain issues or other reasonable adjustments that might be needed. The DCC may from time to time amend the Temporary CH Ordering and Delivery Rules, the DCC shall consult with Parties and any amendments shall be subject to the Panel's approval, and in accordance with any procedure for amendments set out in the rules. The Temporary CH Ordering and Delivery Rules will include an end date for any requirement, or set of requirements, and any extension must be made in accordance with Section F5.1A.

Communications Hub Forecasts

F5.2 For the purposes of this Section F5, a "**Communications Hub Forecast**" means an estimate of the future requirements of a Party for the delivery to it of Communications Hubs by the DCC, which:

- (a) is submitted by that Party to the DCC;
- (b) covers the period identified in Section F5.3; and
- (c) complies with the requirements of Section F5.4.

F5.3 Each Communications Hub Forecast shall cover the period of 12 months commencing with the sixth month after the end of the month in which the forecast is submitted to the DCC.

F5.4 Each Communications Hub Forecast shall:

- (a) comprise a forecast of the number of Communications Hubs that the Party requires to be delivered to it in each month of the period to which it relates;
- (b) set out that forecast for each such month by reference to:
 - ~~(i) the aggregate number of Communications Hubs to be delivered;~~
 - (ii) the number of Communications Hubs to be delivered in respect of each Region; and
 - (iii) the number of Communications Hubs of each HAN Variant to be delivered in respect of each Region (recognising that there may be only one HAN Variant for some Regions); and
- (c) include such further information and be provided in such form as may be set out in the CH Handover Support Materials at the time of its submission.

Parties: Duty to Submit Communications Hub Forecasts

- F5.5 Each Supplier Party, and each other Party that intends to order Communications Hubs in the future, shall:
- (a) submit a Communications Hub Forecast to the DCC by no later than the 5th Working Day prior to the last Working Day of each month;
 - (b) submit each Communications Hub Forecast via the CH Ordering System;
 - (c) take reasonable steps to ensure that the information contained in each Communications Hub Forecast is accurate and up to date; and
 - (d) ensure that it submits a forecast that will enable it to submit a Communications Hub Order that meets the requirements of Section F5.12.
- F5.6 A Party that has not submitted a Communications Hub Forecast for a Region during a month in accordance with this Section F5 shall be deemed to have submitted a forecast which specified the same number of Communications Hubs of each HAN Variant as the Party forecast or is deemed to have forecast for the previous month.

Communications Hub Orders

- F5.7 For the purposes of this Section F5, a “**Communications Hub Order**” means an order by a Party for the delivery to it of Communications Hubs and/or Communications Hub Auxiliary Equipment by the DCC, which:
- (a) is submitted by that Party to the DCC; and
 - (b) satisfies the requirements of Section F5.8.
- F5.8 Each Communications Hub Order shall (subject to any further requirements set out in the CH Handover Support Materials):
- (a) relate to a single Region, and identify the Region to which it relates;
 - (b) relate to the delivery of Communications Hubs and/or Communications Hub Auxiliary Equipment in the 5th month after the end of the month in which that Communications Hub Order is submitted to the DCC (the “**Delivery Month**”);

- (c) specify the addresses of the location or locations (each a **"Delivery Location"**) at which the delivery of the Communications Hubs and/or Communications Hub Auxiliary Equipment is required, each of which locations must be in Great Britain (but need not be in the **Geographical Region(s) which correspond to the Region** to which the relevant Communications Hub Order relates);
 - (d) specify, in accordance with Section F5.12, the number (if any) of Communications Hubs of each Device Model to be delivered to each Delivery Location (~~for~~in each **combination of Delivery Location and Device Model** case, a **"Delivery Quantity"**);
 - (e) specify the preferred date within the Delivery Month on which the delivery to each Delivery Location is required (provided that the actual delivery date within the Delivery Month for each Delivery Location (in each case, a **"Delivery Date"**) shall be determined in accordance with the CH Handover Support Materials);
 - (f) specify the number and type of the Communications Hub Auxiliary Equipment (if any) to be delivered to each Delivery Location; and
 - (g) include such further information and be provided in such form as may be set out in the CH Handover Support Materials at the time of its submission.
- F5.9 In respect of each Communications Hub Order submitted in respect of a Region, the Communications Hubs and/or Communications Hub Auxiliary Equipment to be delivered to each Delivery Location on each Delivery Date shall be a **"Consignment"**.
- F5.10 In order for a Communications Hub Order to be a compliant order, the order must comply with the requirements of this Section F5.10. A Party is not obliged to submit a compliant order, but a non-compliant order may be amended by the DCC in accordance with Section F5.17. The requirements of this Section F5.10 are, for each Communications Hub Order submitted by a Party in respect of a Region, that the aggregate (for all Consignments) of the Delivery Quantities of each HAN Variant for the Delivery Month must be:
- (a) greater than or equal to ~~the higher of~~ 80% of the number of Communications Hubs of that HAN Variant forecast for that Delivery Month and Region in the Communications Hub Forecast submitted by that Party in the 12th month prior to the start of the Delivery Month; and
 - (b) less than or equal to ~~the lower of~~ 120% of the number of Communications Hubs of that HAN Variant forecast for that Delivery Month and Region in the Communications Hub Forecast submitted by that Party in the 12th month prior to the start of the Delivery Month.
- F5.11 For the purposes of Section F5.10, in calculating, by reference to earlier forecast numbers:
- (a) the minimum aggregate of the Delivery Quantities, any fractions of a number shall be rounded down; and
 - (b) the maximum aggregate of the Delivery Quantities, any fractions of a number shall be rounded up.
- F5.12 For each Party's Communications Hub Order relating to a Region, the aggregate of the Delivery Quantities (for all Device Models taken together) that may be specified for each Consignment may not (unless such number is zero) be less than the minimum delivery quantity set out in the CH Handover Support Materials at the time at which the relevant Communications Hub Order is submitted.

Parties: Rights and Duties in relation to Communications Hub Orders

F5.13 Each Party other than the DCC:

- (a) may submit one Communications Hub Order in relation to each Region in any month;
- (b) shall submit a Communications Hub Order in relation to a Region in a month if the aggregate of the Delivery Quantities for one or more Device Models required for a compliant order in accordance with Section F5.10 is greater than zero; and
- (c) where it fails to submit an order where it is required to do so in accordance with Section F5.13(b), shall be deemed to have submitted a Communications Hub Order for a Delivery Quantity of Communications Hubs of each Device Model equal to the minimum aggregate Delivery Quantity required in respect of that Device Model for a compliant order in accordance with Section F5.10 (and the remaining details of such deemed order shall be determined by the DCC in accordance with the CH Handover Support Materials).

F5.14 Each Party shall ensure that any Communications Hub Order which it elects or is required to submit in any month is submitted by no later than the 5th Working Day prior to the last Working Day of that month.

F5.15 Each Party shall submit its Communications Hub Orders via the CH Ordering System.

DCC: Duties in relation to Communications Hub Orders

F5.16 Where the DCC receives a Communications Hub Order from a Party via the CH Ordering System, the DCC shall:

- (a) promptly acknowledge receipt of that order; and
- (b) within five Working Days of its receipt of the order, notify the Party either that:
 - (i) the order satisfies the requirements of Section F5.8, is a compliant order in accordance with Section F5.10 and was submitted in accordance with Section F5.14 (and is therefore accepted); or
 - (ii) the order does not satisfy some or all of the conditions in (i) above (and is therefore subject to Section F5.17).

F5.17 Where this Section F5.17 applies in respect of a Party's Communications Hub Order, the DCC shall (having regard to the nature, extent and effect of the Party's breach of this Section F5 and/or of the order's non-compliance under Section F5.10, and having regard to the requirements of the DCC Licence) take all reasonable steps to accommodate the order (in whole or part, or subject to amendments). The DCC shall, by the end of the month in which such order is received by the DCC, notify the Party (in each case giving reasons for its decision) that:

- (a) the order is accepted in its entirety;
- (b) the order is accepted in part or subject to amendment; or
- (c) the order is rejected.

DCC Policy

- F5.18 The DCC shall develop and make available via the DCC Website a policy describing the circumstances in which it will accept (in whole or part, or subject to amendments) or reject Communications Hub Orders as described in Section F5.17.

Non-Standard Cancellation of Consignments

- F5.19 Each Party that has had a Communications Hub Order accepted by the DCC may cancel one or more of the Consignments arising from that Communications Hub Order; provided that the Party must notify the DCC of such cancellation at least 48 hours in advance of the Delivery Date for the Consignment. A Party which cancels one or more Consignments in accordance with this Section F5.19 shall be liable to reimburse the DCC for all reasonable costs and expenses incurred by the DCC as a result of such cancellation. The DCC shall notify the Party of such costs and expenses as soon as reasonably practicable after notice of the cancellation is given. Such compensation shall be included in the next Invoice to be produced by the DCC following its calculation. The DCC shall, where requested not less than 10 Working Days in advance of the Delivery Date, provide a non-binding estimate of the costs and expenses it is likely to incur in the event that a Party opts to cancel a Consignment (such estimate to be provided not less than 5 Working Days in advance of the Delivery Date). The DCC shall take all reasonable steps to ensure the estimate is accurate.

CH Ordering System

- F5.20 Subject to Section F5.23, the DCC shall make one or more systems (the CH Ordering System) available to other Parties, which Parties can access remotely (via such means, and subject to any security requirements, as are set out in the CH Support Materials).
- F5.21 The DCC shall ensure that the CH Ordering System is available in advance of the time from which other Parties are obliged to submit Data via the CH Ordering System, and at all times thereafter (subject to Planned Maintenance undertaken in accordance with Section H8.3).
- F5.22 The DCC shall ensure that the CH Ordering System allows each Party to:
- (a) submit details of its forecasts, orders and returns of Communications Hubs and/or Communications Hub Auxiliary Equipment, as required in accordance with this Section F5, Sections F6 (Delivery and Acceptance of Communications Hubs) and F8 (Removal and Return of Communications Hub), and the CH Support Materials;
 - (b) view Data regarding the status of such submissions (but only its own submissions), and (where relevant) receive responses from the DCC regarding such submissions; and
 - (c) view the SM WAN Coverage Database.

CH Order Management System Accounts

- F5.23 The DCC may, as further described in the CH Support Materials:
- (a) limit the number of accounts via which each Party is able to access the CH Order Management System without paying any additional Charges; and
 - (b) allow each Party additional accounts via which it is able to access the CH Order Management System, subject to such Party agreeing to pay the applicable Charges.

Section F7.18-19

Resolution of SMETS2+ SM WAN Coverage Incidents

F7.18 Where a Communications Hub is installed at a premises in accordance with this Code but does not connect to the SM WAN, and the SM WAN Coverage Database indicated (at any time during the 30 days prior to the date of installation) that the SM WAN is (or would be) available in the area in which the premises is located on the installation date (using one of the WAN Variants for which coverage was indicated), then the DCC shall (within 90 days after having been notified in accordance with the CH Installation and Maintenance Support Materials):

- (a) provide a response to the installing Supplier Party that either (i) confirms that the SM WAN is now available in the relevant area such that Communications Hubs of the relevant WAN Variant installed at premises in that area can be expected to be able to connect to the SM WAN; or (ii) provides reasons why the SM WAN is not so available; and
- (b) (subject to Section F7.20) ensure that, in the case of at least 99% of all Communications Hubs for which the DCC is required to give such a response in each calendar quarter, the SM WAN is made available in the relevant area such that Communications Hubs of the relevant WAN Variant installed at premises in that area can be expected to be able to connect to the SM WAN (but excluding for this purpose those locations where SM WAN connectivity is affected by problems with access pursuant to Section F7.5 which arise otherwise than as a result of the DCC's breach of this Code).

F7.19 Where a Communications Hub is installed at a premises in accordance with this Code but does not connect to the SM WAN (in circumstances where Section F7.18 does not apply), and the SM WAN Coverage Database is updated after installation to indicate that the premises is within an area in which the SM WAN is available for the installed WAN Variant, then (provided the DCC has been notified of the installation in accordance with the CH Installation and Maintenance Support Materials) the DCC shall (within 90 days after such update occurs):

- (a) provide a response to the Supplier Party which installed the Communications Hub that either (i) confirms that the SM WAN is now available in the relevant area such that Communications Hubs installed at premises in that area can be expected to be able to connect to the SM WAN; or (ii) provides reasons why the SM WAN is not so available; and
- (b) (subject to Section F7.20) ensure that, in the case of at least 99% of all Communications Hubs for which the DCC is required to give such a response in each calendar quarter, the SM WAN is available in the relevant area such that Communications Hubs installed at premises in that area can be expected to be able to connect to the SM WAN (but excluding for this purpose those locations where SM WAN connectivity is affected by problems with access pursuant to Section F7.5 which arise otherwise than as a result of the DCC's breach of this Code).

F9. CATEGORIES OF SMETS2+ COMMUNICATIONS HUB RESPONSIBILITY

All references to "Communications Hubs" in this Section F9 are references to "SMETS2+ Communications Hubs".

Overview

- F9.1 The reason for the return of each returned Communications Hub, or for its loss or destruction, shall be determined in accordance with this Section F9.
- F9.2 The Party which returns a Communications Hub to the DCC shall specify the reason for the Communications Hub's return. The Party which notifies the DCC of a Communications Hub's loss or destruction shall specify the reason it was lost or destroyed. In any such case, such Party shall specify the reason in accordance with the CH Support Materials.
- F9.3 The reason specified by the relevant Party pursuant to Section F9.2 shall be subject to any contrary determination in accordance with this Section F9.
- F9.4 The reason for the return of a Communications Hub, as finally determined in accordance with this Section F9, shall be used to determine the applicable category of responsibility (as described in Section F9.4), which is then used for the purposes of calculating the Charges (or adjustments to the Charges in accordance with this Section F9).

Reasons

- F9.5 The reasons that apply for the purposes of this Section F9 are as follows:
- (a) [not used];
 - (b) return of a Communications Hub to the DCC due to a Special Second-Fuel Installation;
 - (c) return of a Communications Hub to the DCC due to a Special WAN-Variant Installation;
 - (d) loss or destruction of or damage to a Communications Hub, which occurred while the relevant Party was responsible for such risk and which was caused otherwise than by a breach of this Code by the DCC or a CH Defect;
 - (e) return of a Communications Hub to the DCC, other than where another reason under this Section F9.5 applies;
 - (f) that the Communications Hub has a CH Defect;
 - (g) loss or destruction of or damage to a Communications Hub caused by a breach of this Code by the DCC;
 - (h) rejection of a Communications Hub in accordance with Section F6.10 (Rejected Communications Hub Products); and
 - (i) return of a Communications Hub to the DCC where requested by the DCC under Section F8.1 (Product Recall / Technology Refresh).

Categories of Responsibility

- F9.6 For the purposes of this Section F9 and the Charging Methodology:
- (a) each of the reasons described in Sections F9.5(d) and (e) constitute a "**CH User Responsibility**", and where the Party required to do so under Section F9.2 fails to

specify a reason in accordance with that Section the reason shall be deemed to be a CH User Responsibility;

- (b) each of the reasons described in Sections F9.5(f) and (g) (where they apply prior to completion of the installation of the Communications Hub at a premises in accordance with the CH Installation and Maintenance Support Materials) and Section F9.5(h) constitute a **“CH Pre-Installation DCC Responsibility”**;
- (c) each of the reasons described in Sections F9.5(f) and (g) (where they apply following completion of the installation of the Communications Hub at a premises in accordance with the CH Installation and Maintenance Support Materials) constitute a **“CH Post-Installation DCC Responsibility”**;
- (d) the reason described in Sections F9.5(i) constitute a **“Product Recall or Technology Refresh”**; and
- (e) the reasons described in Sections F9.5(b) and (c) do not need to be categorised, as they do not directly give rise to a Charge or an adjustment to the Charges under this Section F9.

CH Fault Diagnosis

- F9.7 The DCC has the right to examine and test returned Communications Hubs and to investigate the cause of any damage to or loss or destruction of Communications Hubs to verify whether the reason given by a Party pursuant to Section F9.2 is correct (being **“CH Fault Diagnosis”**).
- F9.8 The DCC shall undertake CH Fault Diagnosis in accordance with the process for the same described in the CH Installation and Maintenance Support Materials (which may include sampling and extrapolation of results based on sampling).
- F9.9 The DCC shall, within 10 days after the return of Communications Hubs or notification of their loss or destruction by a Party, notify that Party (via the CH Ordering System) if the DCC intends to undertake any CH Fault Diagnosis in respect of those Communications Hub.
- F9.10 In the absence of a notification in accordance with Section F9.9, the reason given by a Party in accordance with Section F9.2 in respect of the Communications Hubs in question shall be deemed to be correct.
- F9.11 Provided the DCC has first given notice in accordance with Section F9.9, where the DCC disputes the reason given by a Party pursuant to Section F9.2 in respect of any Communications Hubs, the DCC shall provide to the Party a report setting out the DCC’s analysis of why the reason given by the Party is not correct.
- F9.12 Where the DCC does not provide a report to the Party in accordance with Section F9.11 within 35 days after the DCC’s notice to a Party under Section F9.9, the reason given by the Party in accordance with Section F9.2 in respect of the Communications Hubs in question shall be deemed to be correct.
- F9.13 Unless the Party notifies the DCC of the Party’s objection to the DCC’s analysis within 35 days after receipt of a report in accordance with Section F9.11, the analysis set out in the report shall be deemed to be correct.
- F9.14 Where the Party notifies the DCC of an objection within the time period required by Section F9.13, then either of them may refer the matter to the Panel for determination (which determination shall be final and binding for the purposes of this Code). Where the Panel is

unable to determine the reason for a Communications Hub's return, then the reason given by the relevant Party under Section F9.2 shall be deemed to be correct.

Reporting on DCC Faults

- F9.15 The DCC shall report to the Panel and the other Parties on the number of Communications Hubs for which the reason for return, loss or destruction is determined in accordance with this Section F9 to have been a CH Pre-Installation DCC Responsibility or a CH Post-Installation DCC Responsibility. The DCC shall report in respect of successive periods of three months (starting with the month in which Communications Hubs are first delivered pursuant to this Section F). Such report shall include a supporting explanation of the circumstances that gave rise to such instances of CH Pre-Installation DCC Responsibility or CH Post-Installation DCC Responsibility. Where the DCC is disputing (under CH Fault Diagnosis) whether an instance of CH Pre-Installation DCC Responsibility or CH Post-Installation DCC Responsibility has arisen, the DCC shall not include those instances until the matter is finally resolved (under CH Fault Diagnosis).

Compensation for CH Type Faults

- F9.16 Where the reason for a Communications Hub's return, loss or destruction is determined in accordance with this Section F9 to have been a CH Post-Installation DCC Responsibility, then a "**CH Type Fault**" shall be said to have occurred in respect of that Communications Hub (at the time of such return or notification, and in respect of the Party making such return or notification). In Sections F9.17, F9.18 and F9.18A, the references to 'Communications Hubs' shall be limited, in respect of each Region, to Communications Hubs of the WAN Variant that are (or were) capable of being ordered in respect of that Region.
- F9.17 Section F9.18 potentially applies to the North, 2G/3G Central and 2G/3G South (but not 4G Central/South). Section F9.18A potentially applies to 4G Central/South (but not the other Regions). Section F9.18 or F9.18A (as applicable) shall apply in respect of a Region and a calendar year, where the number of CH Type Faults relating to that Region, and occurring during that calendar year, exceeds 0.5% of the total number of Communications Hubs that are installed at premises within that Region, as at the end of that calendar year.
- F9.18 Where this Section F9.18 applies in respect of a Region and a calendar year, the DCC shall be liable to pay to Parties collectively an amount of liquidated damages equal to the positive amount (if any) calculated as follows:
- (a) £50.00; multiplied by
 - (b) the Consumer Prices Index for April of that calendar year, divided by the Consumer Prices Index for September 2013; multiplied by
 - (c) (i) the number of CH Type Faults relating to that Region occurring during that calendar year; less (ii) 0.5% of the total number of Communications Hubs that are installed at premises within that Region as at the end of that calendar year; less (iii) the number of CH Type Faults relating to that Region and occurring during that calendar year for which the DCC is liable to pay a CH Batch Fault Payment.

F9.18A Where this Section F9.18A applies in respect of a Region and a calendar year, the DCC shall be liable to pay to Parties collectively an amount of liquidated damages equal to the positive amount (if any) calculated as follows:

- (a) £55.55; multiplied by

- (b) the lower of (i) or (ii) where (i) is 1.25 and (ii) is the Consumer Prices Index for April of that calendar year, divided by the Consumer Prices Index for April 2021; multiplied by
- (c) (i) the number of CH Type Faults relating to that Region occurring during that calendar year; less (ii) 0.5% of the total number of Communications Hubs that are installed at premises within that Region as at the end of that calendar year; less (iii) the number of CH Type Faults relating to that Region and occurring during that calendar year for which the DCC is liable to pay a CH Batch Fault Payment.

F9.19 The aggregate amount (if any) payable by the DCC under Section F9.18 or F9.18A in respect of a Region and a calendar year shall be payable by the DCC to each Party (the amount payable to each Party being a “**CH Type Fault Payment**”) pro-rated in proportion to:

- (a) the number of CH Type Faults (across all Regions) which occurred in respect of that Party during that calendar year, less the number of CH Type Faults (across all Regions) which occurred in respect of that Party during that calendar year for which the DCC is liable to pay a CH Batch Fault Payment; as compared to
- (b) the total number of CH Type Faults (across all Regions) which occurred in respect of all Parties during that calendar year, less the number of CH Type Faults (across all Regions) which occurred in respect of all Parties during that calendar year for which the DCC is liable to pay a CH Batch Fault Payment.

Compensation for Batch Faults

F9.20 A “**CH Batch Fault**” shall occur in respect of a Delivery Batch where:

- (a) the number of CH Type Faults which occur in respect of a Communications Hub forming part of that Delivery Batch, and which occur within 12 months following completion of the installation of that Communications Hub; exceeds
- (b) 10% of the number of Communications Hubs comprising that Delivery Batch.

F9.21 Where a CH Batch Fault occurs in respect of a Delivery Batch, the DCC shall be liable to pay to each Party an amount of liquidated damages (being a “**CH Batch Fault Payment**”) equal to:

- (a) for North, 2G/3G Central and 2G/3G South:

(i) £50.00; multiplied by

(ii) the Consumer Prices Index for April of that calendar year, divided by the Consumer Prices Index for September 2013; multiplied by

(iii) the number of CH Type Faults which occurred in respect of that Party and a Communications Hub which formed part of that Delivery Batch, and which occur within 12 months following completion of the installation of that Communications Hub-; or

- (b) for 4G Central/South:

(i) £55.55; multiplied by

(ii) the lower of (A) or (B) where (A) is 1.25 and (B) is the Consumer Prices Index for April of that calendar year, divided by the Consumer Prices Index for April 2021; multiplied by

- (iii) the number of CH Type Faults which occurred in respect of that Party and a Communications Hub which formed part of that Delivery Batch, and which occur within 12 months following completion of the installation of that Communications Hub.

Payment of Type Fault and Batch Fault Compensation

- F9.22 The DCC shall include each CH Type Fault Payment and each CH Batch Fault Payment payable to a Party as a credit in favour of that Party under the DCC's Invoices (so as to reduce the Charges payable by that Party).

Compensation for Product Recall or Technology Refresh

- F9.23 Where the reason for a Communications Hub's return is determined in accordance with this Section F9 to have been a Product Recall or Technology Refresh, then the DCC shall (notwithstanding Section M2.8 (Exclusion of Other Liabilities)) be liable to each other Party for the reasonable costs and expenses incurred by that Party in:
- (a) any corrective action taken by that Party in accordance with this Code or other Laws and/or Directives (including any withdrawal or recall activities); and/or
 - (b) notifying or warning Energy Consumers of any corrective action taken by the DCC and/or any other Party (and providing Energy Consumers with relevant information regarding such corrective action).

Damage Caused by Defective Communications Hubs

- F9.24 Where a CH Defect causes loss of or damage to physical property (including loss of or damage to Systems, and loss or corruption of Data), such loss or damage shall be deemed to have been caused by a breach of this Code by the DCC, including for the purposes of M2.5 (Damage to Physical Property).

Exclusive Remedies for Site Visits

- F9.25 Notwithstanding Sections F9.24 and M2.6(a) (Recovery of Loss which is Expressly Permitted), no Party shall be entitled to recover from the DCC any costs or expenses incurred in attending a premises for the purposes of repairing or replacing any Devices damaged or destroyed as a result of a CH Defect. This Section F9.25 is without prejudice to the CH Type Fault Payments, CH Batch Fault Payments, and compensation under Section F9.23 in respect of Product Recall or Technology Refresh.

Exclusive Remedy for Damaged or Lost Communications Hubs

- F9.26 No Party shall have any liability to the DCC for damage to, or loss or destruction of, Communications Hubs. This Section F9.26 is without prejudice to the Charges payable in respect of the Communications Hub Services.

H8. SERVICE MANAGEMENT, SELF-SERVICE INTERFACE AND SERVICE DESK

General

- H8.1 The DCC shall provide the Services in a manner that is consistent with:
- (a) the Service Management Standards; or
 - (b) any other methodology for service management identified by the DCC as being more cost efficient than the Service Management Standards, and which has been approved by the Panel for such purpose.

Maintenance of the DCC Systems

- H8.2 The DCC shall (insofar as is reasonably practicable) undertake Maintenance of the DCC Systems in such a way as to avoid any disruption to the provision of the Services (or any part of them).
- H8.3 Without prejudice to the generality of Section H8.2, the DCC shall (unless the Panel agrees otherwise and subject to any contrary provisions in the SEC Subsidiary Documents applying in relation to the SMETS1 SM WAN and/or the Systems of the SMETS1 Service Providers):
- (a) categorise Planned Maintenance changes into Low Impact Planned Maintenance or High Impact Planned Maintenance;
 - (b) undertake Planned Maintenance of the DCC Systems only between 20.00 hours and 08.00 hours;
 - (c) limit High Impact Planned Maintenance of the DCC Systems generally to two windows which have a maximum total duration of six hours per month; and
 - (d) limit Low Impact Planned Maintenance of the DCC Systems generally (including of the Self-Service Interface) to six windows per month of no more than six hours each.
- H8.4 At least 20 Working Days prior to the start of each month, the DCC shall make available to Parties, to Registration Data Providers and to the Panel a schedule of the Planned Maintenance for that month (subject to any contrary provisions in the SEC Subsidiary Documents applying in relation to the SMETS1 SM WAN and/or the Systems of the SMETS1 Service Providers). Such schedule shall set out (as a minimum) the following:
- (a) the proposed Maintenance activity (in reasonable detail, including by reference to which Regions are affected);
 - (b) the parts of the Services that will be disrupted (or in respect of which there is a Material Risk of disruption) during each such Maintenance activity;
 - (c) the time and duration of each such Maintenance activity; and
 - (d) any associated risk that may subsequently affect the return of normal Services.
- H8.4A Where an additional Planned Maintenance is required beyond that set out pursuant to Section H8.4, the DCC shall revise and reissue the schedule of Planned Maintenance:
- (a) at least 10 Working Days in advance of any additional Low Impact Planned Maintenance; and

- (b) at least 20 Working Days in advance of any additional High Impact Planned Maintenance.
- H8.5 The Panel may (whether or not at the request of a Party and subject to any contrary provisions in the SEC Subsidiary Documents applying in relation to the SMETS1 SM WAN and/or the Systems of the SMETS1 Service Providers) request that the DCC reschedules any Planned Maintenance set out in a monthly schedule provided pursuant to Section H8.4. In making any such request, the Panel shall provide the reasons for such request to the DCC in support of the request. The DCC will take all reasonable steps to accommodate any such request.
- H8.6 As soon as reasonably practicable after the DCC becomes aware of any Unplanned Maintenance, the DCC shall notify the Panel, Parties and (insofar as they are likely to be affected by such Unplanned Maintenance) Registration Data Providers of such Unplanned Maintenance (and shall provide information equivalent to that provided in respect of Planned Maintenance pursuant to Section H8.4).
- H8.7 During the period of any Planned Maintenance or Unplanned Maintenance, the DCC shall provide Parties and (insofar as they are likely to be affected by such maintenance) Registration Data Providers with details of its duration and the expected disruption to Services to the extent they differ from the information previously provided.

DCC Internal System Changes

- H8.8 Where the DCC is proposing to make a change to DCC Internal Systems, the DCC shall:
 - (a) undertake an assessment of the likely impact on: (i) Parties in respect of any potential disruption to Services; and/or (ii) RDPs in relation to the receipt of data pursuant to Section E (Registration Data), that may arise as a consequence of the Maintenance required to implement the contemplated change;
 - (b) where such assessment identifies that there is a Material Risk of disruption to Parties and/or RDPs, consult with Parties and/or RDPs (as applicable) and with the Panel regarding such risk;
 - (c) provide the Parties and RDPs the opportunity to be involved in any testing of the change to the DCC Internal Systems prior to its implementation; and
 - (d) undertake an assessment of the likely impact of the contemplated change upon the security of the DCC Total System, Smart Metering Systems, and the Systems of Parties and/or RDPs.

Release Management

- H8.9 The DCC shall ensure that it plans, schedules and controls the building, testing and deployment of releases of IT updates, procedures and processes in respect of the DCC Internal Systems and/or the Parse and Correlate Software in accordance with a policy for Release Management (the “**DCC Release Management Policy**”).
- H8.10 The DCC shall ensure that the DCC Release Management Policy:
 - (a) defines the scope of the matters that are to be subject to the policy in a manner consistent with the Service Management Standards;
 - (b) includes a mechanism for setting priorities for different types of such matters;
 - (c) defines periods of change-freeze where no such matters may be implemented; and

- (d) defines periods of notice to be given to Parties and RDPs prior to the implementation of such matters.
- H8.11 The DCC shall make the DCC Release Management Policy available to Parties, RDPs and the Panel. The DCC shall consult with Parties, RDPs and the Panel before making any changes to the DCC Release Management Policy.
- H8.12 The DCC's obligation under Section H8.11 is in addition to its obligations in respect of Planned Maintenance and changes to DCC Internal Systems to the extent that the activity in question involves Planned Maintenance or changes to DCC Internal Systems.

Self-Service Interface and Service Desk: General

- H8.13 Each User shall take reasonable steps to access the information it needs, and to seek to resolve any queries it may have, via the Self-Service Interface in the first instance. A User shall only contact the Service Desk where it cannot reasonably obtain the information it needs, or resolve its query, via the Self-Service Interface.
- H8.14 A Party that is not a User will be unable to access the Self-Service Interface, but may contact the Service Desk.

Self-Service Interface

- H8.15 The DCC shall maintain and keep up-to-date an interface (the Self-Service Interface) which:
 - (a) complies with the specification required by the Self-Service Interface Access Control Specification and the SSI Baseline Requirements Document;
 - (b) is made available to Users in accordance with the Self-Service Interface Code of Connection via DCC Gateway Connections; and
 - (c) allows each User to access the information described in Section H8.16 as being accessible to that User (and also allows other Users to access that information to the extent permitted by the first User in accordance with the Self-Service Interface Access Control Specification).
- H8.15A Any changes to the Self-Service Interface shall be processed by the DCC in accordance with the **"SSI Change Governance Process"**. Any changes to the SSI Change Governance Process shall be prepared and consulted upon by the DCC and approved by the Panel.
- H8.16 The Self-Service Interface must (as a minimum) allow the following categories of User to access the following:
 - (a) the Smart Metering Inventory, which shall be available to all Users and capable of being searched by reference to the following (provided that there is no requirement for the DCC to provide information held on the inventory in respect of Type 2 Devices other than IHDs):
 - (i) the Device ID, in which case the User should be able to extract all information held in the inventory in relation to (I) that Device, (II) any other Device Associated with the first Device, (III) any Device Associated with any other such Device; and (IV) any Device with which any of the Devices in (I), (II) or (III) is Associated;
 - (ii) the MPAN or MPRN, in which case the User should be able to extract all information held in the inventory in relation to the Smart Meter to which that

MPAN or MPRN relates, or in relation to any Device Associated with that Smart Meter or with which it is Associated;

- (iii) post code and premises number or name, in which case the User should be able to extract all information held in the inventory in relation to the Smart Meters for the MPAN(s) and/or MPRN linked to that postcode and premises number or name, or in relation to any Device Associated with those Smart Meters or with which they are Associated; and
 - (iv) the UPRN (where this has been provided as part of the Registration Data), in which case the User should be able to extract all information held in the inventory in relation to the Smart Meters for the MPAN(s) and/or MPRN linked by that UPRN, or in relation to any Device Associated with those Smart Meters or with which they are Associated;
- (b) a record of the Service Requests, Signed Pre-Commands, Acknowledgements, Pre-Commands, Service Responses and Alerts sent in respect of each Smart Metering System (during a period of no less than three months prior to any date on which that record is accessed), which shall be available only to the Responsible Supplier for that Smart Metering System and to the Gas Transporter or Electricity Distributor (as applicable) for that Smart Metering System;
- (c) a record, which (subject to the restriction in Section 11.4 (User Obligations)) shall be available to all Users:
 - (i) of all 'Read Profile Data' and 'Retrieve Daily Consumption Log' Service Requests in relation to each Smart Meter (or Device Associated with it) that were sent by any User during a period of no less than three months prior to any date on which that record is accessed; and
 - (ii) including, in relation to each such Service Request, a record of the type of the Service Request, whether it was successfully processed, the time and date that it was sent to the DCC, and the identity of the User which sent it;
- (d) the Incident Management Log, for which the ability of Users to view and/or amend data shall be as described in Section H9.4 (Incident Management Log);
- (e) the CH Order Management System, which shall be available to all Users;
- (f) any and all information in respect of the SMETS1 SM WAN as the DCC is required to make available under the Self-Service Interface Access Control Specification and the SSI Baseline Requirements Document, which shall be made available to all Users; and the following information in respect of the SMETS2+ SM WAN, which shall be available to all Users (and which shall be capable of interrogation by post code and postal outcode):
 - (i) whether a Communications Hub Function installed in a premises at any given location (distinguishing by Communications Technology, where more than one Communications Technology is utilised in a Geographical Region): (A) is expected to be able to connect to the SM WAN; (B) is expected to be able to connect to the SM WAN from a particular date, in which case the date shall be specified; or (C) cannot be confirmed as being able to connect to the SM WAN;
 - (ii) any known issues giving rise to poor connectivity at any given location (and any information regarding their likely resolution); and

- (iii) 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;
 - (g) additional information made available by the DCC to assist with the use of the Services and diagnosis of problems, such as service status (including information in respect of Planned Maintenance and Unplanned Maintenance) and frequently asked questions (and the responses to such questions), which shall be available to all Users; and
 - (h) anything else expressly required by a provision of this Code.
- H8.17 Without prejudice to the requirements of Sections H8.16(b) and (c), to the extent that the Self-Service Interface does not allow a User to access a record of the information referred to in those Sections in respect of the preceding 7 years, then:
- (a) subject (in the case of the information referred to in Section H8.16 (c)) to the restriction in Section I1.4 (User Obligations), that User shall be entitled to request such information from the DCC; and
 - (b) the DCC shall provide such information to that User as soon as reasonably practicable following such request.
- H8.18 The DCC shall ensure that the Self-Service Interface is available at all times (subject to Planned Maintenance undertaken in accordance with Section H8.3).

Service Desk

- H8.19 The DCC shall ensure that a team of its representatives (the **Service Desk**) is available to be contacted as follows:
- (a) the Service Desk shall be contactable via the following means (to be used by Parties and Registration Data Providers, to the extent available to them, in the following order of preference, save as otherwise provided for in the Incident Management Policy):
 - (i) the Self-Service Interface;
 - (ii) a dedicated email address published on the DCC Website; and
 - (iii) a dedicated telephone number published on the DCC Website;
 - (b) the Service Desk can be used by Parties to seek resolution of queries relating to the Services (provided that Users shall seek resolution via the Self-Service Interface in the first instance); and
 - (c) the Service Desk can be used by Incident Parties that are not Users to raise Incidents (or by Users, where the Incident Management Log is not available via the Self-Service Interface, to raise or provide information in respect of Incidents), which the DCC shall then reflect in the Incident Management Log.
- H8.20 The DCC shall ensure that the Service Desk is available at all times, and shall provide alternative arrangements (a different telephone number and email address) where the usual Service Desk is not available. Where a different telephone number and email address is to be used, the DCC shall publish details of the alternative number and address at least 20 Working Days in advance.

Section H14.31

Device and User System Tests

H14.31 This Section H14.31 shall only apply in respect of SMETS1 Devices from 31 August 2018 or any such later date as the Secretary of State may direct further to a recommendation from the DCC to the Secretary of State following a consultation on a proposed date by the DCC with all SEC Parties and the SEC Panel. The DCC shall provide a service to enable Testing Participants:

- (a) to test the interoperability of SMETS2+ Devices (other than those comprising Communications Hubs) with the DCC Systems and with the Test Communications Hubs provided as part of the Testing Services, such that those Devices are able to respond to Commands received from or via the DCC in accordance with the requirements defined in the GB Companion Specification;
- (b) to test the interoperability of SMETS1 Devices with the DCC Systems, such that those Devices are able to respond to Instructions received from or via the DCC such that the necessary Equivalent Steps are taken (provided that such service need only be provided by the DCC in respect of combinations of SMETS1 Device Models that are listed on the SMETS1 Eligible Product Combinations);
- (c) to test the interoperability of User Systems with the DCC Systems, including via the DCC User Interface and the Self-Service Interface;
- (d) to test simultaneously the interoperability of User Systems and SMETS2+ Devices (other than those comprising Communications Hubs) with the DCC Systems and with the Test Communications Hubs provided as part of the Testing Services; and
- (e) to test simultaneously the interoperability of User Systems and SMETS1 Devices (excluding combinations of SMETS1 Devices that are not listed on the SMETS1 Eligible Product Combinations) with the DCC Systems,

which Testing Services, except in respect of (c) above, shall (subject to the Testing Participant agreeing to pay any applicable Charges, as further described in the Enduring Testing Approach Document) include the provision of a connection to a simulation of the SMETS2+ SM WAN (which simulation must cover all Communications Technologies, where more than one Communications Technology is utilised by the DCC in a Geographical Region) for the purpose of such tests, as further described in the Enduring Testing Approach Document (save to the extent the connection is required where the DCC is relieved from its obligation to provide Communication Services pursuant to the Statement of Service Exemptions). For the avoidance of doubt, the DCC shall not be obliged by this Section H14.31 to provide a connection to a simulation of the SMETS1 SM WAN. References to particular Systems in this Section H14.31 may include a simulation of those Systems (rather than the actual Systems).