

DCC Licence - New/Amended Definitions for Condition 1

Interoperability Checker Service

means the service that is operated by the Licensee pursuant to Part D1 of Condition 17 (Requirements for the provision of services) for the purpose of making available information to Energy Consumers about certain types of Smart Meters and the use that may be made of them by Energy Suppliers.

Mandatory Business Services

means the services comprising the Mandatory Business of the Licensee, namely (i) the Core Communication Services, (ii) the Elective Communication Services, and (iii) the Enabling Services, (iv) the Interoperability Checker Service, (v) Incorporation, delivery and provision of the Centralised Registration Service (Condition 15), in each case as operated or provided by the Licensee in accordance with the relevant provisions of Condition 17 (Requirements for provision of Services), or in respect to the Incorporation, delivery and provision of the Centralised Registration Service, these may also be services provided by the Licensee in accordance with a direction given by the Authority in accordance with Condition 15.

Condition 17. Requirements for the provision of Services

Introduction

- 17.1 This condition requires the Licensee to provide Services or, as the case may be, to offer terms for the provision of Services, whether at the request of SEC Parties, REC Parties or otherwise, in accordance with the requirements set out in this condition and subject to such exemptions or restrictions as the condition permits.

Part A: General provisions applicable to this condition

- 17.2 Where the Licensee is required by any part of this condition to provide Services under or pursuant to an Agreement for Services on terms prescribed by, or determined in accordance with, the provisions of the SEC or REC, such terms of the SEC or REC as are expressed by the SEC or REC to be contractually binding with respect to such provision will comprise the Agreement for Services that applies between the parties by virtue of the obligation of the Licensee to provide the Services.
- 17.3 The Licensee may, where it would be more economical, efficient, or effective to do so, offer to enter into an Agreement for Services under or pursuant to this condition on terms that relate to the Licensee's receipt of compliant requests from more than one person for the provision of Services, provided that the terms of that offer do not exclude an option for the Services to be provided to only one of the persons making those requests.
- 17.4 The Licensee may offer to enter into an Agreement for Services on terms that provide, in accordance with any relevant requirement of the Licensee's Charging Methodology for Service Charges, for the allocation and reimbursement of Service Charges among and between persons whose requests for such an agreement (whether because of the timing of those requests or otherwise) would reasonably justify such treatment.

Part B: Terms in respect of Core Communication Services

- 17.5 The Licensee must, on receiving a request from any SEC Party for the provision of any Core Communication Services that are specified and defined as such in the SEC, provide such services under or pursuant to an Agreement for Services on terms that are prescribed by, or determined in accordance with, the provisions of the SEC.
- 17.6 The Licensee's obligation to provide Core Communication Services under this Part B is subject to the provisions of Part D below.

Part C: Terms in respect of Elective Communication Services

- 17.7 The Licensee, on receiving a request from any SEC Party ("the Requester") for the provision of Elective Communication Services under or pursuant to the SEC, must deliver to the Requester as soon as is reasonably practicable, and in any event within 14 days after receiving the request, either:
- (a) an initial evaluation of the technical feasibility and the likely scale of the cost of satisfying that request for such provision; or

- (b) notification that the initial evaluation indicates that a further and more detailed evaluation of the request is required.
- 17.8 Where paragraph 17.7(a) is applicable, and insofar as the Requester wishes to proceed with the request, the Licensee must offer within 28 days (except where the Requester agrees to a longer period, or where the Authority otherwise consents) to enter into an Agreement for Services with the Requester on such terms as may be agreed.
- 17.9 Where paragraph 17.7(b) is applicable and the Requester wishes to proceed with the request, the Licensee must undertake and complete the further and more detailed evaluation as soon as is reasonably practicable, and for that purpose may require the Requester to pay evaluation expenses to such extent as may be reasonable in all of the circumstances of the case.
- 17.10 In paragraph 17.9, “evaluation expenses” means expenses of a kind that:
 - (a) are specified in or are determined in accordance with the Licensee’s Charging Methodology for Service Charges; and
 - (b) have been reasonably incurred by the Licensee in carrying out the further and more detailed evaluation to which that paragraph refers.
- 17.11 Insofar as the Requester wishes to proceed with the request in the light of the further and more detailed evaluation under paragraph 17.9 and has paid to the Licensee any amount that is payable by virtue of that paragraph, the Licensee must offer within 28 days (except where the Requester agrees to a longer period, or where the Authority otherwise consents) to enter into an Agreement for Services with that person on such terms as may be agreed in respect of the provision.
- 17.12 Where a request received by the Licensee under paragraph 17.7 does not comply with such requirements as may be specified in the SEC in relation to the submission of requests for the provision of Elective Communication Services, the Licensee must take reasonable steps to ensure that the request does so comply before acting upon it.
- 17.13 The Licensee’s obligation to offer terms under this Part C is subject to:
 - (a) any controls or restrictions on the quantity of services that may be provided, or on the timing with which they are to be provided, that may be in force from time to time under the SEC with respect to the provision of Elective Communication Services; and
 - (b) the provisions of Part D below.

Part D: Terms for the operation of the Enrolment Service

- 17.14 The Licensee is not required to provide Core Communication Services under Part B above, or to offer terms for an Agreement for Services in respect of any Elective Communication Services under Part C above, if in either case the Smart Metering System to which such services would relate has not been enrolled (in accordance with such rules and procedures for that purpose as are specified in the SEC) into such arrangements for enrolment as are maintained under the SEC.

- 17.15 The Licensee must carry on the activities of the Enrolment Service (which is the service to which paragraph 17.14 refers) under or pursuant to an Agreement for Services on terms that are prescribed by, or are determined in accordance with, the provisions of the SEC.
- 17.16 Subject to paragraph 17.17, the Licensee must, on receiving a request from any SEC Party for the enrolment of a Smart Meter or an Advanced Meter that does not comply with the requirements of the Enrolment Service and therefore does not qualify to be enrolled, offer to enter into an Agreement for Services, in accordance with such rules and procedures as may be specified in the SEC for dealing with such requests, and on such terms as may be agreed in all the circumstances of the case, for:
- (a) the provision of advice to the SEC Party with respect to such requirements for the reconfiguration or modification of that meter as must be satisfied to enable it to qualify for such enrolment; and
 - (b) where applicable, the carrying out of any reconfiguration or modification of systems operated by the Licensee that would be necessary to enable the enrolment of that meter.
- 17.17 The Licensee is not required to comply with paragraph 17.16 if and insofar as doing so would prejudice, or be likely to prejudice, its ability to comply with the Interim General Objective of the Licensee as set out in Condition 5 (General Objectives of the Licensee).
- 17.18 The Licensee may charge for services provided under paragraph 17.16 in accordance with and to the extent permitted by the provisions of its Charging Methodology for Service Charges.
- 17.19 Nothing in this Part D requires the Licensee to provide an Enrolment Service for the purposes of any Smart Metering System by means of which a Smart Meter Communication Service is proposed to be provided to any premises, or within any area containing premises, that falls within a category that is for the time being specified by the Licensee as a Service Exemption Category in any Statement of Service Exemptions in force under this condition.
- 17.20 Appendix 1 (which requires the Licensee to publish, maintain, and keep under review a Statement of Service Exemptions initially approved by the Secretary of State) has effect as part of this condition for the purposes of paragraph 17.19.

Part D1: Terms for provision of the Interoperability Checker Service

- 17.20A The Licensee must, on behalf of Energy Suppliers who are SEC Parties, provide an Interoperability Checker Service, which shall:
- (a) consist of making available to Energy Consumers, in a form readily accessible to them, information in relation to certain types of Smart Meters installed at premises and the use that may be made of them by Energy Suppliers;

- (b) relate to such types of Smart Meters, such information and such manner of provision of information, as may be more fully described in the SEC; and
- (c) be on such terms as are prescribed by, or determined in accordance with, the provisions of the SEC.

Part E: Terms for provision of the Communications Hub Service

17.21 The Licensee must, on receiving a request from any SEC Party for the provision of Communications Hubs:

- (a) arrange to provide such Communications Hubs, together with ancillary or associated devices or equipment as may be specified under or pursuant to the SEC;
- (b) take all reasonable steps to ensure that each such Communications Hub which is installed as a component of a Smart Metering System continues at all times to satisfy the requirements of a Version of the CH Technical Specification which is;
 - (i) within its Maintenance Validity Period;
 - (ii) Compatible with the Version of the SME Technical Specification (being the part(s) of the SME Technical Specification identified as applying to 'Electricity Smart Metering Equipment' and to 'Gas Smart Metering Equipment') in accordance with which the Smart Metering System, of which it is a component, is maintained by the Energy Supplier; and
 - (iii) where at the premises at which the Smart Metering System is installed there is installed a HCALCS or a PPMID, Compatible with the Version of the HCALCS Technical Specification or the PPMID Technical Specification (as the case may be) in accordance with which that HCALCS or PPMID is maintained by the Energy Supplier; and
- (c) make such other arrangements as to the ownership, delivery, installation, maintenance, repair, removal and replacement of Communications Hubs as may be specified under or pursuant to the SEC,

in accordance with an Agreement for Services on terms prescribed by, or determined in accordance with, the provisions of the SEC.

17.22 The Licensee must manage its duties under and pursuant to this Part E in a manner that is consistent with, and is designed to facilitate, the full and timely installation by Energy Suppliers of Smart Metering Systems at Energy Consumers' premises in accordance with such requirements of the Energy Supply Licence as apply to the activities associated with such installation.

Part F: Terms for the provision of Other Enabling Services

17.23 The Licensee must, on receiving a request from any person (whether or not a SEC Party) for the provision of any Other Enabling Service that is specified and defined as

such, whether in Schedule 5 to this Licence (Matters associated with the grant of this Licence) or in the SEC, provide that service under or pursuant to an Agreement for Services on terms prescribed by, or determined in accordance with, the provisions of the SEC.

- 17.24 Where a request received by the Licensee under paragraph 17.23 does not comply with such requirements as may be specified in the SEC in relation to the submission of requests for the provision of Other Enabling Services, the Licensee must take reasonable steps to ensure that the request does so comply before acting upon it.

Part G: Terms for the provision of Value Added Services

- 17.25 The Licensee, on receiving a request from any person for the provision of Value Added Services or Centralised Registration Service Value Added Services that have been approved by the Authority in accordance with Part D of Condition 6 (Authorised Business of the Licensee), may offer to enter into an Agreement for Services with that person on such terms (subject to paragraph 17.26) as may be agreed in respect of such provision.
- 17.26 Except where the Authority otherwise consents, the terms offered by the Licensee for entering into an Agreement for Services under paragraph 17.25 must include terms providing for the novation of that agreement that are substantially the same as those contained within the SEC or the REC as applicable in relation to the novation of any Agreement for Services in place by virtue of Parts B to F of this condition.
- 17.27 Paragraphs 24(a) of Condition 22 (The Smart Energy Code) and 15 of Condition 43 (Arrangements for the handover of business) are relevant to paragraph 17.26.

Part H: Charges and other terms in respect of Services

- 17.28 Paragraph 17.29 applies with respect to:
- (a) each Agreement for Services under or pursuant to this condition requiring the Licensee to provide Services on terms prescribed by, or to be determined in accordance with, the provisions of the SEC or REC as relevant; and
 - (b) each offer by the Licensee to enter into an Agreement for Services under or pursuant to this condition on such terms as may be agreed.
- 17.29 In each case to which paragraph 17.28 refers, the agreement or the offer proposing an agreement (as the case may be) must set out:
- (a) the Service Charges to be paid under or pursuant to the relevant agreement (having regard to the requirements of paragraph 17.30); and
 - (b) such other detailed terms as are appropriate or necessary for the purposes of the relevant agreement and are not otherwise prescribed.
- 17.30 The Service Charges referred to in paragraph 17.29(a) must:
- (a) unless clearly inappropriate, be consistent with the relevant provisions of the Charging Methodology in force under Condition 18 (Charging Methodology for

Service Charges) at the time of the agreement or offer; and

- (b) be presented so as to be directly referable to the provisions (if applicable) of the Charging Statement in force under Condition 19 (Charging Statement for Service Charges) at the time of the agreement or offer.

Part I: Exemption from obligations imposed by this condition

17.31 Paragraph 17.32 states the circumstances in which the Licensee is not obliged under the provisions of this condition:

- (a) to provide Services under or pursuant to an Agreement for Services on terms prescribed by, or determined in accordance with, the provisions of the SEC or the REC; or
- (b) to enter into, or offer to enter into, an Agreement for Services with a person requesting terms for such an agreement.

17.32 The circumstances to which paragraph 17.31 refers are those arising if:

- (a) providing the Services or (as the case may be) entering into, or offering to enter into, an agreement to do so would cause, or would be likely to cause, the Licensee to be in breach of (i) any of its functions under the Principal Energy Legislation, or (ii) any applicable provision of the SEC or REC, or (iii) any of the Conditions of this Licence; or
- (b) the person requesting the terms does not agree to be bound, to the extent applicable to him, by the provisions of the SEC or REC.

Part J: Determination of disputes between the parties

17.33 Any dispute arising between the Licensee and any person that relates to the terms offered by the Licensee for entering into an Agreement for Services under or pursuant to any provision of this condition that requires the Licensee to make such an offer may be referred by either party to the Authority for determination in accordance with such of the provisions of Condition 20 (Determination of disputes by the Authority) as may be applicable to the dispute.

Part K: Interpretation

17.34 For the purposes of this condition:

Advanced Meter has the meaning that is given to that term in standard condition 12 of the Energy Supply Licence.

Enrolment Service has the meaning given to that term in Part D of this condition, but subject to any further definition or other relevant provision that may be set out in the SEC.

Interoperability Checker Service has the meaning given to that term in Part D1 of this condition, but subject to any further definition or other relevant provision that may be set out in the SEC.

Requester has the meaning that is given to that term in paragraph 17.7.

Service Exemption Category means either Service Exemption Category 1 or Service Exemption Category 2 (as the case may be), as described respectively at paragraph A3(a) and paragraph A3(b) of Appendix 1.

Statement of Service Exemptions means the document of that name containing the matters set out at Part A of Appendix 1.

17.35 Appendix 1 follows immediately below.

SECTION A: DEFINITIONS AND INTERPRETATION

A1 DEFINITIONS

A1.1 In this Code, except where the context otherwise requires, the expressions in the left hand column below shall have the meanings given to them in the right hand column below:

Acceptance Testing	means testing of a software release undertaken by Users in order to determine whether the required specification for that software is met.
Access Control Broker	means the DCC, acting in the capacity and exercising the functions of the Known Remote Party role identified as such in the GB Companion Specification.
Accession Agreement	means an accession agreement entered into pursuant to Section B1 (Accession).
Acknowledgement	means, in respect of a communication sent by a User to the DCC over the DCC User Interface, a communication by the DCC to the User via the DCC User Interface acknowledging receipt of the User's communication.
Additional Interface Testing	has the meaning given to that expression in Section T3.34 (Additional Interface Testing).
Additional Interface Testing Objective	has the meaning given to that expression in Section T3.35 (Additional Interface Testing).
Additional Release Services	has the meaning given to that expression in Section X1.17 (Testing in respect of Additional Release Services).

Additional SIT	has the meaning given to that expression in Section T2.25 (Additional Systems Integration Testing).
Additional SIT Objective	has the meaning given to that expression in Section T2.26 (Additional Systems Integration Testing).
Additional SMKI and Repository Testing	has the meaning given to that expression in Section T5.30 (Additional SMKI and Repository Testing).
Additional SR Tests	has the meaning given to that expression in Section X1.17 (Testing in respect of Additional Release Services).
Additional SRT Objective	has the meaning given to that expression in Section T5.31 (Additional SMKI and Repository Testing).
Affected Party	has the meaning given to that expression in the definition of Force Majeure.
Affiliate	means, in relation to any person, any holding company of that person, any subsidiary of that person or any subsidiary of a holding company of that person, in each case within the meaning of section 1159 of the Companies Act 2006.
Agency for the Co-operation of Energy Regulators	means the agency of that name established under Regulation 2009/713/EC of the European Parliament and of the Council of 13 July 2009 establishing an Agency for the Co-operation of Energy Regulators.
Alert	has the meaning given to ‘Alert’ in the GB Companion Specification.
ALCS/HCALCS Labels List	has the meaning given to that expression on Section F11.1 (ALCS/HCALCS Labels List).

Alt HAN Arrangements	has the meaning given to that expression in condition 22.20(e) (Principal contents within the Smart Energy Code) of the DCC Licence.
Alt HAN Charges	means the Fixed Alt HAN Charges calculated in accordance with Section K5A or K6B (as applicable) taken together with the Explicit Charges in respect of the Explicit Charging Metrics at Section K7.5(t) and (u).
Alt HAN Forum	means the body of that name established in accordance with Section Z.1.1 (Establishment of the Alt HAN Forum).
Alt HAN Services	has the meaning given to that expression in Section Z6.1 (Definitions).
Alternate	has the meaning given to that expression in Section C5.19 (Alternates).
Alternative Installation End Date	has the meaning given to that expression in Section A4.2(c) (Derogations).
Alternative Solution	has the meaning given to that expression in Section D6.16 (Alternative Solutions).
Anomalous Event	means, in relation to any System, an activity or event that is not expected to occur in the course of the ordinary operation of that System.
Anomaly Detection Threshold	means: in respect of a User ID used by a User in one or more of its User Roles, a number of communications within a period of time, where both that number and the period of time are set by the User in relation to that User ID;

in respect of the DCC (including when acting as a SMETS1 Service Provider), either:

a number of communications within a period of time, where both that number and the period of time are set by the DCC; or

a maximum or minimum data value within a communication, where that value is set by the DCC,

in each case in accordance with the requirements of Section G6 applying (respectively) to the User or the DCC.

Applicability Period

has the meaning given to that expression in Section A3.30(d) (GB Companion Specification and CPA Security Characteristics).

Applicant

has the meaning given to that expression in Section B1.1 (Eligibility for Admission).

Application Association

has the meaning given to that expression in the Green Book (DLMS UA 1000-2 Ed. 8), published by the DLMS User Association.

Application Fee

has the meaning given to that expression in Section B1.5 (Application Fee).

Application Form

means a form requesting the information set out in Schedule 5 (and which must not request any further information), in such format as the Code Administrator may determine from time to time.

Application Guidance

has the meaning given to that expression in Section B1.4 (Application Form and Guidance).

Application Server

means a software framework that enables software applications to be installed on an underlying operating

system, where that software framework and operating system are both generally available either free of charge or on reasonable commercial terms.

Appropriate Permission

means, in respect of a Communication Service or Local Command Service to be provided to a User in respect of a Smart Metering System at a premises that will result in the User obtaining Consumption Data, either:

(where that User is the Import Supplier, Export Supplier, Gas Supplier, Electricity Distributor or Gas Transporter for that Smart Metering System) that the User does not need consent to access that Consumption Data in accordance with its Energy Licence, or that the User has consent (whether explicit or implicit) in accordance with the requirements of its Energy Licence; or

(b) (where that User is not the Import Supplier, Export Supplier, Gas Supplier, Electricity Distributor or Gas Transporter for that Smart Metering System) that the Energy Consumer has given the User Unambiguous Consent to obtain that Consumption Data and such consent has not been withdrawn.

Appropriate Standard

has the meaning given to that expression in Section G3.28(b) (SMETS1 Smart Metering Systems).

Approved Budget

has the meaning given to that expression in Section C8.13 (Approval of Budgets).

Approved Finance Party

means, in respect of each Communications Hub Finance Facility, the person to whom the DCC accepts payment obligations under the Direct Agreement relating to that facility, and which has (from time to

time) been notified by the DCC to the Authority and the Panel as meeting the requirements of this definition.

Associated

means:

in respect of a Smart Meter, that the Smart Meter is identified in the Smart Metering Inventory as being associated with a Communications Hub Function; and

in respect of any Device other than a Smart Meter or a Communications Hub Function, that the Device is identified in the Smart Metering Inventory as being associated with a Smart Meter or with a Gas Proxy Function,

and the expression “**Associate**” shall be interpreted accordingly.

Assurance Certificate

has the meaning given to that expression in Section F2.4 (Background to Assurance Certificates).

Assurance Certification Body

has the meaning given to that expression in Section F2.3 (Background to Assurance Certificates).

Authentication Key

has the meaning given to that expression in the Green Book (DLMS UA 1000-2 Ed. 8), published by the DLMS User Association.

Authorised Business

in relation to the DCC, has the meaning given in the DCC Licence.

Authorised Subscriber

means SECCo, a Party or an RDP which is an Authorised Subscriber for the purposes of (and in accordance with the meaning given to that expression in) any of the Certificate Policies.

Authority	means the Gas and Electricity Markets Authority as established under section 1 of the Utilities Act 2000.
Authority Determined Modification	has the meaning given to that expression in Section D2.6 (Authority Determined Modifications).
Authority-initiated Modification	has the meaning given to that expression in Section D2.4 (Authority-initiated Modifications).
Authority-Led Modification Report	has the meaning given to that expression in Section D9A.5 (Authority-Led Modification Report).
Authority-Led Variations	means variations to this Code proposed by the Authority pursuant to a direction under Section D9A (Authority-Led Variations).
Back-Up	means, in relation to Data which is held on any System, the storage of a copy of that Data for the purpose of ensuring that the copy may be used (if required) to restore or replace the original Data; and “Backed-Up” is to be interpreted accordingly.
Bank Guarantee	means an on demand bank guarantee in a form reasonably acceptable to the DCC from a bank with the Required Bank Rating which guarantee has not been breached or disclaimed by the provider and has at least one month left until it expires.
Batched Certificate Signing Request	has the meaning given to that expression in Section L8.2 (SMKI Services: Target Response Times).
BCDR Procedure	means the Business Continuity and Disaster Recovery Procedure.

Bilateral Agreement	means an agreement entered into pursuant to Section H7 (Elective Communication Services) between the DCC and a User.
Business Architecture	means the business architecture which is designed to enable Parties to use the Services and/or to enable Parties, Energy Consumers and those acting on behalf of Energy Consumers to access the functionality described in the Technical Specifications.
Business Architecture Document	means a document that describes the Business Architecture.
Business Continuity and Disaster Recovery Procedure	means that part of the Incident Management Policy which describes the business continuity and disaster recovery procedures applicable to the Services.
Business Continuity and Disaster Recovery Test	means a test of the operation of the DCC's disaster recovery and business continuity arrangements applicable to the Services.
Business Continuity and Disaster Recovery Test Schedule	means a document created by the DCC setting out its schedule for undertaking a Business Continuity and Disaster Recovery Test and the likely duration of any such test.
Cash Deposit	means a deposit of funds by or on behalf of the User into a bank account in the name of the DCC, such that title in such funds transfers absolutely to the DCC.
Central Products List	has the meaning given to that expression in Section F2.1 (Central Products List).
Certificate	means a Device Certificate, DCA Certificate, Organisation Certificate, OCA Certificate, IKI

Certificate or ICA Certificate (or, for the purposes of any Certificate Policy in which the term is defined, it shall have the meaning ascribed to it in that Certificate Policy).

Certificate Policy

means the Device Certificate Policy, the Organisation Certificate Policy, or the IKI Certificate Policy.

Certificate Signing Request

means a request for a Certificate submitted by an Eligible Subscriber in accordance with the SMKI RAPP.

Certified Cyber Professional (CPP)

means the scheme of that name which is administered by NCSC, or any successor to that scheme.

Certified Products List

means those entries on the Central Products List which identify SMETS2+ Device Models.

CESG

means NCSC (and any reference to CESG in the Code shall be read as a reference to NCSC).

CH Batch Fault

has the meaning given to that expression in Section F9.20 (Liquidated Damages for CH Batch Faults).

CH Batch Fault Payment

has the meaning given to that expression in Section F9.21 (Liquidated Damages for CH Batch Faults).

CH Defect

means, in respect of a Communications Hub, any fault or defect in relation to the Communications Hub (including any failure: to conform in all respects with, and be fit for the purposes described in, the CHTS; to be free from any defect in design, manufacture, materials or workmanship; and to comply with all applicable Laws and/or Directives including with respect to product safety), which is not caused by a breach of this Code by a Party other than the DCC.

CH Fault Diagnosis	has the meaning given to that expression in Section F9.7 (CH Fault Diagnosis).
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.
CH Order Management System	means that part of the CH Ordering System described as the 'Order Management System' in the CH Handover Support Materials.
CH Ordering System	has the meaning given to that expression in Section F5.20 (CH Ordering System).
CH Post-Installation DCC Responsibility	has the meaning given to that expression in Section F9.6 (Categories of Responsibility).
CH Pre-Installation DCC Responsibility	has the meaning given to that expression in Section F9.6 (Categories of Responsibility).
CH Support Materials	means the CH Handover Support Materials and the CH Installation and Maintenance Support Materials.
CH Type Fault	has the meaning given to that expression in Section F9.16 (Liquidated Damages for CH Type Faults).
CH Type Fault Payment	has the meaning given to that expression in Section F9.19 (Liquidated Damages for CH Type Faults).
CH User Responsibility	has the meaning given to that expression in Section F9.6 (Categories of Responsibility).

Change Board	has the meaning given to that expression in Section D8.1 (Establishment of the Change Board).
Change Board Member	has the meaning given to that expression in Section D8.4 (Membership of the Change Board).
Change Sub-Committee	means the Sub-Committee established, or to whom the Panel has allocated the function of being such a Sub-Committee, pursuant to Section D2A (The Change Sub-Committee).
Charges	means the charges payable to the DCC pursuant to this Code (including pursuant to Bilateral Agreements).
Charging Methodology	means the methodology for determining the Charges, as set out in Section K (Charging Methodology).
Charging Objectives	has the meaning given to that expression in Section C1 (SEC Objectives).
Charging Statement	means, from time to time, the statement prepared by DCC pursuant to Condition 19 of the DCC Licence that is in force at that time.
CHECK	means the scheme of that name which is administered by NCSC, or any successor to that scheme.
Check Protection	<p>Cryptographic means, in respect of any electronic Data, to check the Digital Signature(s) or Message Authentication Code within those Data (as applicable) using:</p> <p>the Public Key contained in the certificate issued by the relevant Certificate Authority associated with the Private Key of the person or device that those Data identify, or imply has generated the Digital Signature;</p>

where applicable, the recipient's relevant Private Key;
and

the relevant algorithm identified in the certificate policy under which the relevant certificates were issued (or, where such certificate or certificate policy does not exist, the appropriate algorithm).

CHTS

means the Communications Hub Technical Specifications.

Citizens Advice

means the National Association of Citizens Advice Bureaux.

Citizens Advice Scotland

means the Scottish Association of Citizens Advice Bureaux.

Code

means this Smart Energy Code (including its Schedules and the SEC Subsidiary Documents).

Code Administration Code of Practice

means the document of that name as approved by the Authority from time to time.

Code Administration Code of Practice Principles

means the principles set out as such in the Code Administration Code of Practice.

Code Administrator

has the meaning given to that expression in Section C7.1 (Code Administrator).

Code Performance Measure

means a performance measure set out in Section D11.3 (Code Performance Measures), Section H13.1 (Code Performance Measures), or Section L8.6 (Code Performance Measures).

Command

means a communication to a Device in the format required by the GB Companion Specification and which incorporates all Digital Signatures and/or

Message Authentication Codes required by the GB Companion Specification (or, in respect of a SMETS1 Device, means an Instruction).

Commercial Activities

includes, in particular, Energy Efficiency Services, Energy Management Services, Energy Metering Services, and Energy Price Comparison Services, in each case as defined in the DCC Licence and in relation to the Supply of Energy (or its use) under the Electricity Act and the Gas Act.

Commissioned

means, in respect of a Device, that:

the Device has been commissioned in accordance with the Smart Metering Inventory Enrolment and Decommissioning Procedures or the Transition and Migration Approach Document; and

the Device has not subsequently been Decommissioned or Suspended,

and "**Commission**" is to be interpreted in accordance with (a) above. A Communications Hub shall be considered to be Commissioned where the Communications Hub Function that forms part of that Communications Hub is Commissioned.

Common Test Scenarios Document

means the SEC Subsidiary Document set out in Appendix R, which is originally to be developed pursuant to Section T6 (Development of Enduring Testing Documents).

Communication Services

means the Core Communication Services or the Elective Communication Services.

Communications Hub means a physical device that includes a Communications Hub Function together with a Gas Proxy Function.

Communications Hub Auxiliary Equipment means any additional, replacement or spare equipment or packaging (not forming part of a Communications Hub) that may be required by a Supplier Party in relation to the installation, maintenance or return of a Communications Hub, as listed by the DCC on the CH Ordering System from time to time.

Communications Hub Charges has the meaning given to the expression ‘Fixed CH Charges’ in Section K (Charging Methodology).

Communications Hub Finance Acceleration Event means, in respect of each Communications Hub Finance Facility, that:

an acceleration of repayment of the indebtedness thereunder occurs such that it is immediately due and payable by the borrower in circumstances where the DCC is liable for the same under the Direct Agreement; or

the DCC becomes liable under the Direct Agreement to immediately pay the unamortised asset value (and any associated finance costs in respect) of the Communications Hubs to which that facility relates.

Communications Hub Finance Charges means, in respect of each Communications Hub Finance Facility, the DCC’s charge to recover the applicable Communications Hub Finance Costs (being a subset of the Communications Hub Charges), in an amount each month determined by the DCC at the time

it produces an Invoice for that month (having regard to the requirements of Condition 36.5 of the DCC Licence).

**Communications
Finance Costs**

Hub means, in respect of each Communications Hub Finance Facility, the costs the DCC incurs in procuring the provision (but not the maintenance) of the tranche of Communications Hubs to which that facility relates.

**Communications
Finance Facility**

Hub means a facility arranged by a DCC Service Provider with an Approved Finance Party relating exclusively to the funding of the costs associated with acquiring a tranche of Communications Hubs, including by way of a loan facility, an equity subscription, or an assignment or sale of receivables.

**Communications Hub
Forecast**

has the meaning given to that expression in Section F5.2 (Communications Hub Forecasts).

**Communications Hub
Function**

means either a SMETS1 CHF; or that part of a device installed (or to be installed) at a premises, which:

consists of the components or other apparatus identified in; and

as a minimum, has the functional capability specified by and complies with the other requirements of,

a Version of the CHTS (but excluding those provisions that are described as applying only to 'Gas Proxy Functions') which was within its Installation Validity Period on the date on which the device was installed.

**Communications Hub Hot
Shoe**

means equipment, other than a Smart Meter, to which a Communications Hub can be connected (provided the Communications Hub complies with the ICHIS).

Communications Hub Order	has the meaning given to that expression in Section F5.7 (Communications Hub Orders).
Communications Hub Products	means, in respect of a Valid Communications Hub Order, the Communications Hubs of the applicable Device Models that are the subject of that order and/or the Communications Hub Auxiliary Equipment that is the subject of that order.
Communications Hub Services	means those Services described in Sections F5 (Communications Hub Forecasts & Orders), F6 (Delivery and Acceptance of Communications Hub), F7 (Installation and Maintenance of Communications Hubs), F8 (Removal and Return of Communications Hubs), and F9 (Categories of Communications Hub Responsibility).
Communications Hub Technical Specifications	means the document(s) set out in Schedule 10.
Competent Authority	means the Secretary of State, the Authority, and any local or regional or national agency, authority, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) of the government of the United Kingdom or of the European Union (but only insofar as each has jurisdiction over the relevant Party, this Code or its subject matter).
Completion of Implementation	has the meaning given to that expression in Section X1 (General Provisions Regarding Transition).
Compromised	means: in relation to any System, that the intended purpose or

effective operation of that System is compromised by the occurrence of any event which has an adverse effect on the confidentiality, integrity or availability of the System or of any Data that are stored on or communicated by means of it;

in relation to any Device, that the intended purpose or effective operation of that Device is compromised by the occurrence of any event which has an adverse effect on the confidentiality, integrity or availability of the Device or of any Data that are stored on or communicated by means of it;

in relation to any Data, that the confidentiality, integrity or availability of that Data is adversely affected by the occurrence of any event;

in relation to any Secret Key Material, that that Secret Key Material (or any part of it), or any Cryptographic Module within which it is stored, is accessed by, or has become accessible to, a person not authorised to access it;

in relation to any Certificate, that any of the following Private Keys is Compromised:

the Private Key associated with the Public Key that is contained within that Certificate;

the Private Key used by the relevant Certification Authority to Digitally Sign the Certificate; or

where relevant, the Private Key used by the relevant Certification Authority to Digitally Sign the Certification Authority Certificate associated with the Private Key referred to in (ii); and

in relation to any DCKI Certificate, that any of the

following Private Keys is Compromised:

the Private Key associated with the Public Key that is contained within that DCCKI Certificate;

the Private Key used by the DCCKICA to Digitally Sign the DCCKI Certificate; or

where relevant, the Private Key used by the DCCKICA to Digitally Sign the DCCKICA Certificate associated with the Private Key referred to in (ii); and

in relation to any process or to the functionality of any hardware, firmware or software, that the intended purpose or effective operation of that process or functionality is compromised by the occurrence of any event which has an adverse effect on its confidentiality, integrity or availability,

(and “**Compromise**” and “**Compromising**” are to be interpreted accordingly).

Confidential Information

means, in respect of a Party other than DCC, the Data belonging or relating to that Party or that otherwise becomes available to the DCC as a result (whether directly or indirectly) of that Party being a party to this Code.

Confirm Validity

means:

where the person carrying out the check has not previously done so in relation to a particular certificate, to successfully confirm the certificate path validation by using:

the path validation algorithm specified in IETF RFC 5280; or

where the algorithm identified in IETF RFC 5280 is not appropriate for the certificate for which validity is being confirmed, such other certificate path validation as is appropriate in relation to that type of certificate; or

(b) where the person carrying out the check has previously carried out the check in paragraph (a) in relation to a particular certificate, that the certificate has not subsequently been revoked, and its validity period has not expired.

Consignment	has the meaning given to that expression in Section F5.9 (Communications Hub Orders).
Consultation Summary	has the meaning given to that expression in Section D6.14 (Working Group Consultation).
Consumer Data	has the meaning given to that expression in Section M5.6 (Consumer Data).
Consumer Member	has the meaning given to that expression in Section C3.1 (Panel Composition).
Consumer Prices Index	means, in respect of any month, the consumer prices index (CPI) published for that month by the Office of National Statistics.
Consumption Data	means, in respect of a premises, the quantity of electricity or gas measured by the Energy Meter as having been supplied to the premises.
Contingency Key Pair	has the meaning given to that expression in Section L10.30(e) (Definitions).

Contingency Private Key	has the meaning given to that expression in Section L10.30(e)(i) (Definitions).
Contingency Public Key	has the meaning given to that expression in Section L10.30(e)(ii) (Definitions).
Core Communication Services	means the provision of the Services set out in the DCC User Interface Services Schedule, but excluding the Enrolment Services and Local Command Services.
Correlate	means, in respect of one or more Pre-Commands received by a User from the DCC in respect of a Service Request sent by that User, carrying out a process to check that the relevant contents of the Pre-Command is substantively identical to that of the Service Request using either (at the User’s discretion): the Parse and Correlate Software; or equivalent software procured or developed by the User in accordance with Good Industry Practice, and “ Correlated ” shall be interpreted accordingly.
CoS Party	means the DCC when performing the tasks ascribed to the CoS Party in the Service Request Processing Document.
Countersigned	means, in respect of any electronic Data, that such Data have had a Digital Signature applied to them by the DCC in circumstances in which the DCC is required to 'Countersign' the Data, as described in the DCC User Interface Specification (and “ Countersign ” and “ Countersigning ” are to be interpreted accordingly).
Countersigned Alert	SMETS1 has the meaning given to that expression in the DCC User Interface Specification.

Countersigned Response	SMETS1	has the meaning given to that expression in the DCC User Interface Specification.
Countersigned S1SP Alert		has the meaning given to that expression in the DCC User Interface Specification.
Countersigned Request	Service	means a communication sent by the DCC to a SMETS1 Service Provider in the circumstances set out in the Service Request Processing Document.
CPA Assurance Maintenance Plan		means the document agreed with the NCSC that describes the components of a device which, if changed, will require a new CPA Certificate to be issued.
CPA Certificates		has the meaning given to that expression in Section F2.4 (Background to Assurance Certificates).
CPA Certificate Remedial Plan		means a remedial plan for resolving the security issues that have resulted in or arisen from (or will result in or arise from) the cancellation, withdrawal or expiry without renewal, of a Device Model's CPA Certificate, as further described in the CPL Requirements Document.
CPA Security Characteristics		means the documents published from time to time on the NCSC website that set out the features, testing and deployment requirements necessary to obtain a CPA Certificate in respect of one or more of the following: 'Gas Smart Metering Equipment'; 'Electricity Smart Metering Equipment'; 'Communications Hubs'; 'HAN Connected Auxiliary Load Control Switches'.

CPL Requirements Document	means the SEC Subsidiary Document of that name set out as Appendix Z.
Credit Assessment Score	means, in respect of a Party, a credit assessment score in respect of that Party procured from one of the credit assessment companies named in Section J3.8 (Party's Unsecured Credit Factor).
Credit Cover Requirement	has the meaning given to that expression in Section J3.2 (Calculation of Credit Cover Requirement).
Credit Cover Threshold	means, in respect of each Regulatory Year, £2,000, multiplied by the Consumer Prices Index for the October preceding the start of that Regulatory Year, divided by the Consumer Prices Index for October 2014. The relevant amount will be rounded to the nearest pound.
Credit Support	means one or more of a Bank Guarantee, Cash Deposit and/or Letter of Credit procured by a User pursuant to Section J3 (Credit Cover).
CREST	means the not-for-profit company registered in the United Kingdom with company number 06024007.
Critical Command	has the meaning given to that expression in the GB Companion Specification.
Critical Service Request	means a Service Request which is identified as critical in the DCC User Interface Specification (or, in the case of Elective Communication Services, the relevant Bilateral Agreement).
Critical Service Response	means a Service Response in respect of a Critical Service Request.

Cryptographic Credential Token	means a token compliant with FIPS 140-2 Level 3 (or any equivalent to that Federal Information Processing Standard which updates or replaces it from time to time) and containing Secret Key Material, as issued in accordance with the SMKI RAPP.
Cryptographic Hash Function	means an algorithm: the inputs to which it would be computationally infeasible to determine from knowledge of its outputs; and in relation to which it would be computationally infeasible to find an input which generates the same output as any other input.
Cryptographic Module	means a set of hardware, software and/or firmware that is Separated from all other Systems and that is designed for: the secure storage of Secret Key Material; and the implementation of Cryptographic Processing without revealing Secret Key Material.
Cryptographic Processing	means the generation, storage (other than of Secret Key Material used in relation to communications with a SMETS1 Device, where that Secret Key Material is encrypted) or use of any Secret Key Material.
CSV file	has the meaning given to that expression in the Threshold Anomaly Detection Procedures.
Data	means any information, data, knowledge, figures, methodologies, minutes, reports, forecasts, images or sounds (together with any database made up of any of

these) embodied in any medium (whether tangible or electronic).

Data Controller

has the meaning given to 'controller' in the Data Protection Legislation.

Data Processor

has the meaning given to 'processor' in the Data Protection Legislation.

Data Protection Legislation

means General Data Protection Regulation and any national legislation implementing the same and related statutory instruments.

Data Retention Policy

means a document developed and maintained by a Party which sets out, in relation to Data held by that Party, the periods for which such Data will be held by it for the purpose of ensuring that it is able to satisfy its legal, contractual and commercial requirements in respect of the Data.

Data Subject

has the meaning given to that expression in the Data Protection Legislation.

Data Subject Rights

means the rights of Data Subjects under the Data Protection Legislation.

DCA Certificate

has the meaning given to that expression in Annex A of the Device Certificate Policy.

DCC

means, subject to Section M9 (Transfer of DCC Licence), the holder from time to time of the DCC Licence. In accordance with Section A2.1(l), references to the DCC shall (where applicable) include references

to the DCC Service Providers with whom the DCC has contracted in order to secure performance of its obligations under this Code.

DCC Alert	has the meaning given to that expression in the DCC User Interface Specification.
DCC Assessment	means a DCC Preliminary Assessment or a DCC Impact Assessment.
DCC Gateway Bandwidth Option	means a DCC Gateway HV Connection or a DCC Gateway LV Connection.
DCC Gateway Connection	means, for a premises, the physical infrastructure by which a connection is (or is to be) made between that premises and the DCC Systems (and each DCC Gateway Connection shall form part of the DCC Systems).
DCC Gateway Connection Code of Connection	means the SEC Subsidiary Document set out in Appendix G.
DCC Gateway Equipment	means, for each premises and any DCC Gateway Connection provided at that premises, that part of the DCC Gateway Connection that is (or is to be) located within that premises.
DCC Gateway Connection HV	means the high-volume technology solution by which the DCC provides DCC Gateway Connections, as further described in the DCC Gateway Connection Code of Connection.
DCC Gateway Connection LV	means the low-volume technology solution by which the DCC provides DCC Gateway Connections, as further described in the DCC Gateway Connection Code of Connection.

DCC Gateway Party	means a Party that is seeking or has been provided with a DCC Gateway Connection at its premises, or to whom the right to use that connection has been transferred in accordance with Section H15.16 (Use of a DCC Gateway Connection).
DCC ID	means each identification number established by the DCC pursuant to Section H4.43 (DCC IDs).
DCC Impact Assessment	means, in respect of analysis pursuant to Section D6.9 (Analysis by the DCC), a full and formal assessment by the DCC of the determined area for analysis.
DCC Independent Security Assessment Arrangements	has the meaning given to that expression in Section G9.1 (The DCC Independent Security Assessment Arrangements).
DCC Independent Security Assurance Service Provider	has the meaning given to that expression in Section G9.4 (The DCC Independent Security Assurance Service Provider).
DCC Individual Live System	<p>means, with regard to the DCC's duty to Separate parts of the DCC Total System, a part of the DCC Total System which is used:</p> <p>for one of the purposes specified in paragraphs (a) to (g) of the definition of DCC Live Systems, where the part used for each such purpose shall be treated as an individual System distinct from:</p> <p>the part used for each other such purpose; and</p> <p>any part used for a purpose specified in either paragraph (h) or (i) of the definition of DCC Live Systems; or</p>

by a SMETS1 Service Provider for the purpose specified in paragraph (h) of the definition of DCC Live Systems, where the part used by each SMETS1 Service Provider shall be treated as an individual System distinct from:

the part used by each other SMETS1 Service Provider;
and

any part used for a purpose specified in any of paragraphs (a) to (g), or paragraph (i), of the definition of DCC Live Systems; or

by a DCO for the purpose specified in paragraph (i) of the definition of DCC Live Systems, where the part used by each DCO shall be treated as an individual System distinct from:

the part used by each other DCO; and

any part used for a purpose specified in any of paragraphs (a) to (h) of the definition of DCC Live Systems.

DCC Interfaces

means each and every one of the following interfaces:

the DCC User Interface;

the Registration Data Interface;

the SMKI Repository Interface;

the SMKI Services Interface;

the Self-Service Interface; and

(f) the communications interfaces used for the purposes of accessing those Testing Services designed to be accessed via DCC Gateway Connections.

DCC Internal Security Controls means security controls applied by the DCC in relation to SMETS1 Service Requests in a manner consistent with the End-To-End Security Architecture.

DCC Internal Systems means those aspects of the DCC Total System for which the specification or design is not set out in this Code.

DCC IT Supporting Systems means, with regard to the DCC’s duty to Separate parts of the DCC Total System, those parts of the DCC Total System which are used to support the DCC Live Systems and DCC IT Testing and Training Systems.

DCC IT Testing and Training Systems means, with regard to the DCC’s duty to Separate parts of the DCC Total System, those parts of the DCC Total System which are used to support the testing and training of DCC Personnel and third parties in relation to the provision of Services by the DCC.

DCC Key Infrastructure (or DCCKI) means the public key infrastructure established by DCC to provide, amongst other things, transport layer security across DCC Gateway Connections.

DCC Licence means the licences granted under section 6(1A) of the Electricity Act and section 7AB(2) of the Gas Act.

DCC Live Systems means those parts of the DCC Total System which are used for the purposes of:

(other than to the extent to which the activities fall within paragraph (b), (c), (f), (g), (h) or (i) below) processing (including Countersigning of SMETS1 Responses, SMETS1 Alerts and SISP Alerts, but not

Countersigning of SMETS1 Service Requests) Service Requests, Pre-Commands, Commands, Instructions, Service Responses and Alerts, holding or using Registration Data for the purposes of processing Service Requests and Signed Pre-Commands, and providing the Repository Service;

(other than to the extent to which the activity falls within paragraph (i) below) Threshold Anomaly Detection (other than that carried out by a DCO) and (other than to the extent to which the activity falls within paragraph (d), (f), (g), (h), or (i) below) Cryptographic Processing relating to the generation and use of a Message Authentication Code and Countersigning SMETS1 Service Requests;

discharging the obligations placed on the DCC in its capacity as CoS Party;

providing SMKI Services;

the Self-Service Interface;

discharging the DCC's obligations under the SMKI Recovery Procedure;

the Production Proving Systems;

discharging the obligations of any SMETS1 Service Provider in its capacity as such; and

discharging the obligations of any DCO in its capacity as such.

DCC Member

has the meaning given to that expression in Section C3.1 (Panel Composition).

DCC Personnel	means those persons who are engaged by the DCC, in so far as such persons carry out, or are authorised to carry out, any activity in relation to the Authorised Business.
DCC Preliminary Assessment	means, in respect of analysis pursuant to Section D6.9 (Analysis by the DCC): a preliminary assessment by the DCC of the determined area for analysis; and the costs and expenses that the DCC will incur in undertaking a DCC Impact Assessment in respect of the determined area for analysis.
DCC Release Management Policy	has the meaning given to that expression in Section H8.9 (Release Management).
DCC Security Assessment Report	has the meaning given to that expression in Section G9.7(a) (DCC Security Assessment Reports and Responses).
DCC Security Assessment Response	has the meaning given to that expression in Section G9.7(b) (DCC Security Assessment Reports and Responses).
DCC Service Provider	means an External Service Provider, as defined in the DCC Licence (but always excluding the DCC itself).
DCC Service Provider Contract	means, as between the DCC and each DCC Service Provider, any arrangement (however described) pursuant to which the DCC procures services for the purpose of providing the Services.

DCC Systems	means the DCC Total System, including the SMETS1 SM WAN and the SMETS2+ SM WAN, but excluding all Communications Hubs.
DCC Total System	means the Systems used by the DCC and/or the DCC Service Providers in relation to the Services and/or this Code, including the DCC User Interface, the SMETS1 SM WAN, the SMETS2+ SM WAN and Communications Hubs except for those Communications Hubs which are: SMETS1 CHs; neither installed nor in the possession of the DCC; and/or installed, but are not Commissioned.
DCC User Interface	means the communications interface designed to allow the communications referred to in Section H3.3 (Communications to be sent via the DCC User Interface) to be sent between the DCC and Users.
DCC User Interface Code of Connection	means the SEC Subsidiary Document of that name set out in Appendix AE.
DCC User Interface Services	means the Services described in the DCC User Interface Services Schedule.
DCC User Interface Services Schedule	means the SEC Subsidiary Document of that name set out in Appendix E.
DCC User Interface Specification	means the SEC Subsidiary Document set out in Appendix AD.
DCC Website	means the DCC's publicly available website (or, where the Panel and the DCC so agree, the Website).

DCCKI Authorised Subscriber	means a Party or RDP which is a DCCKI Authorised Subscriber for the purposes of (and in accordance with the meaning given to that expression in) the DCCKI Certificate Policy.
DCCKI Authority Revocation List (or DCCKI ARL)	has the meaning given to that expression in the DCCKI Certificate Policy.
DCCKI Certificate	has the meaning given to that expression in the DCCKI Certificate Policy.
DCCKI Certificate Policy	means the SEC Subsidiary Document of that name set out in Appendix S.
DCCKI Certificate Revocation List (or DCCKI CRL)	has the meaning given to that expression in the DCCKI Certificate Policy.
DCCKI Certificate Signing Request	means a request for a DCCKI Certificate submitted by a DCCKI Eligible Subscriber in accordance with the DCCKI Certificate Policy and the DCCKI RAPP.
DCCKI Certification Authority (or DCCKICA)	has the meaning given to that expression in the DCCKI Certificate Policy.
DCCKI Certification Practice Statement (or DCCKI CPS)	has the meaning given to that expression in Section L13.37 (the DCCKI Certification Practice Statement).
DCCKI Code of Connection	means the SEC Subsidiary Document of that name set out in Appendix V, which: has the purpose described in Section L13.14 (DCCKI Code of Connection); and

is originally to be developed pursuant to Sections L13.15 to L13.16 (DCCKI Interface Document Development).

DCCKI Document Set has the meaning given to that expression in Section L13.33 (the DCCKI Document Set).

DCCKI Eligible Subscriber has the meaning given to that expression in Section L13.8 (DCCKI Eligible Subscribers).

DCCKI Infrastructure Certificate has the meaning given to that expression in the DCCKI Certificate Policy.

DCCKI Interface Design Specification means the SEC Subsidiary Document of that name set out in Appendix T, which:

has the purpose described in Section L13.13 (DCCKI Interface Design Specification); and

is originally to be developed pursuant to Sections L13.15 to L13.16 (DCCKI Interface Document Development).

DCCKI Participants means the DCC (acting in its capacity as the provider of the DCCKI Services), all DCCKI Subscribers and all DCCKI Relying Parties.

DCCKI PMA Functions has the meaning given to that expression in Section L13.54 (the DCCKI PMA Functions).

DCCKI Registration Authority means the DCC, acting in its capacity as such for the purposes of (and in accordance with the meaning given to that expression in) the DCCKI Certificate Policy.

DCCKI Registration Authority Policies and means the SEC Subsidiary Document of that name set out in Appendix W, which is originally to be developed pursuant to Sections L13.35 to L13.36 (the DCCKI

Procedures (or DCCKI RAPP)	Registration Authority Policies and Procedures: Document Development).
DCCKI Relying Party	means a person who, pursuant to the Code, receives and relies upon a DCCKI Certificate.
DCCKI Repository	has the meaning given to that expression in Section L13.17 (the DCCKI Repository).
DCCKI Repository Code of Connection	<p>means the SEC Subsidiary Document of that name set out in Appendix V, which:</p> <p>has the purpose described in Section L13.28 (DCCKI Repository Code of Connection); and</p> <p>is originally to be developed pursuant to Sections L13.29 to L13.30 (DCCKI Repository Interface Document Development).</p>
DCCKI Repository Interface	has the meaning given to that expression in Section L13.26 (the DCCKI Repository Interface).
DCCKI Repository Interface Design Specification	<p>means the SEC Subsidiary Document of that name set out in Appendix U, which:</p> <p>has the purpose described in Section L13.27 (DCCKI Repository Interface Design Specification); and</p> <p>is originally to be developed pursuant to Sections L13.29 to L13.30 (DCCKI Repository Interface Document Development).</p>
DCCKI Repository Service	has the meaning given to that expression in Section L13.18 (the DCCKI Repository Service).
DCCKI SEC Documents	has the meaning given to that expression in Section L13.34 (the DCCKI SEC Documents).

DCCKI Service Interface	has the meaning given to that expression in Section L13.12 (the DCCKI Service Interface).
DCCKI Services	has the meaning given to that expression in Section L13.1 (the DCCKI Services).
DCCKI Subscriber	means, in relation to any DCCKI Certificate, a Party or RDP which has been Issued with and accepted that Certificate, acting in its capacity as the holder of the Certificate.
DCCKICA Certificate	has the meaning given to that expression in the DCCKI Certificate Policy.
DCO	means the DCC when carrying out the role and activities ascribed to a DCO in this Code.
Decommissioned	means, in respect of a Device that has previously been Commissioned, that the Device has been decommissioned in accordance with Section H6.1 (Decommissioning).
Default Interest Rate	means, for any day, 8% above the base lending rate of the Bank of England at 13.00 hours on that day.
Defaulting Party	has the meaning given to that expression in Section M8.1 (Events of Default).
Delivery Batch	means all the Communications Hubs that were delivered pursuant to Section F6 (Delivery and Acceptance of Communications Hubs) to a single location during a month (regardless of whether they were delivered pursuant to more than one Communications Hub Order by more than one Party).
Delivery Date	has the meaning given to that expression in Section F5.8

(Communications Hub Orders).

Delivery Location

has the meaning given to that expression in Section F5.8 (Communications Hub Orders).

Delivery Month

has the meaning given to that expression in Section F5.8 (Communications Hub Orders).

Delivery Quantity

has the meaning given to that expression in Section F5.8 (Communications Hub Orders).

Delivery Window

means, for each delivery of Communications Hub Products to a Delivery Location, the time period on the applicable Delivery Date within which the DCC is to deliver the Communications Hub Products, as established in accordance with the CH Handover Support Materials.

Denial of Service Event

means any unauthorised attempt to make any part of a System wholly or partially unavailable for use for a period of time.

Deployed Products List

means the list published by the Panel pursuant to Section F2.10 (Deployed Products List).

Derogation

has the meaning given to that expression at Section A4.2.

Designated Premises

means Non-Domestic Premises defined as Designated Premises within the meaning given to that expression in the Electricity Supply Licences or the Gas Supply Licences.

Detailed Evaluation

has the meaning given to that expression in Section H7.7 (Detailed Evaluation of Elective Communication Services).

Device	means one of the following individual devices: (a) an Electricity Smart Meter; (b) a Gas Smart Meter; (c) a Communications Hub Function; (d) a Gas Proxy Function; (e) a Pre-Payment Meter Interface Device; (f) a HAN Connected Auxiliary Load Control Switch; and (g) any Type 2 Device.
Device Alert	has the meaning given to that expression in the DCC User Interface Specification.
Device and User System Tests	has the meaning given to that expression in Section H14.31 (Device and User System Tests).
Device Certificate	has the meaning given to that expression in Annex A of the Device Certificate Policy.
Device Certificate Policy	means the SEC Subsidiary Document of that name set out in Appendix A.
Device Certification Authority (or DCA)	has the meaning given to that expression in Annex A of the Device Certificate Policy.
Device Certification Practice Statement (or Device CPS)	has the meaning given to that expression in Section L9.8 (the Device Certification Practice Statement).
Device ID	<p>means:</p> <p>in relation to a SMETS2+ Device, the unique number by which an individual Device can be identified, as allocated to that Device in accordance with the applicable version of the GB Companion Specification; or</p> <p>in relation to a SMETS1 Device, the unique number complying with the SMETS1 Supporting Requirements</p>

and by which the Device can be identified.

Device Log

means, in respect of a SMETS2+ Device (excluding Type 2 Devices), the electronic record within that Device which records the other Devices from which that Device can receive Data via the HAN. In respect of a SMETS1 Device, it shall have the meaning in the SMETS1 Supporting Requirements.

Device Model

means, in respect of a Communications Hub or a Device (other than a Communications Hub Function or a Gas Proxy Function), the Manufacturer, the model, the hardware version and the firmware version of the Communications Hub or Device.

Device Security Credentials

means:

in respect of any SMETS2+ Device (other than a Type 2 Device), the Device's active Device Certificates and the electronic record within that Device of information from any other Certificates required to be held on the Device in order to execute the functionality of that Device specified in the GB Companion Specification;

in respect of a SMETS1 Device, the Device Security Credentials required by the SMETS1 Supporting Requirements.

**Device
Methodology**

Selection has the meaning given to that expression in Section T1.3 (Device Selection Methodology).

Device Type

means, in respect of a Device, a generic description of the category of Devices into which the Device falls.

Digital Signature	<p>means, in respect of any electronic Data, a digital signature generated using:</p> <p style="padding-left: 40px;">the entirety of those Data (excluding the digital signature itself and, to the extent specified in the code, any other parts of those Data);</p> <p style="padding-left: 40px;">a Private Key; and</p> <p>(c) the signature algorithm defined in the certificate profile in the certificate policy under which the certificate associated with that Private Key was issued or (where such certificate policy does not exist) the signature algorithm relevant to that certificate.</p>
Digitally Signed	<p>means, in respect of any electronic Data, that such Data have had the necessary Digital Signatures applied to them (and “Digitally Sign” and “Digitally Signing” are to be interpreted accordingly).</p>
Direct Agreement	<p>means, in respect of each Communications Hub Finance Facility, any agreement entered into by the DCC in relation to that facility under which the DCC owes direct payment obligations.</p>
Disaster	<p>means an event that causes one or more of the 'DCC Disaster Impacts' listed in the BCDR Procedure.</p>
Dispute	<p>means any dispute or difference (of whatever nature) arising under, out of or in connection with this Code and/or any Bilateral Agreement.</p>
DLMS Certificates	<p>has the meaning given to that expression in Section F2.4 (Background to Assurance Certificates).</p>
DLMS User Association	<p>means the association of that name located in Switzerland (see - www.dlms.com).</p>

Domestic Premises	means premises at which a Supply of Energy is or will be taken wholly or mainly for domestic purposes, which is to be interpreted in accordance with Condition 6 of the relevant Energy Supply Licence.
Draft Budget	has the meaning given to that expression in Section C8.11 (Preparation of Draft Budgets).
Draft Proposal	has the meaning given to that expression in Section D1.2 (Modifications).
Dual Band Communications Hub	has the meaning given to that expression in the CHTS.
Dual Band Communications Hub Configuration Tables	means the technical document set out as an annex to Section F4 (Operational Functionality, Interoperability and Access for the DCC).
Due Date	has the meaning given to that expression in Section J1.5 (Payment of Charges).
DUIS	means the DCC User Interface Specification.
DUIS XML Schema	means, in relation to any version of the DCC User Interface Specification, the version of the DUIS XML Schema contained within it, as specified in the defined term 'DUIS XML Schema' in that version of the DCC User Interface Specification.
EII DCCKICA Certificate	has the meaning given to that expression in the DCCKI Certificate Policy.
EII DCCKICA Certificate Revocation List (or EII DCCKICA CRL)	has the meaning given to that expression in the DCCKI Certificate Policy.

Elected Members	has the meaning given to that expression in Section C3.1 (Panel Composition).
Elective Communication Services	means the provision of communication services that are (or are to be) defined in a Bilateral Agreement (rather than the DCC User Interface Services Schedule) in a manner that involves communication via the SM WAN (provided that such services must relate solely to the Supply of Energy or its use).
Electricity Act	means the Electricity Act 1989.
Electricity Distribution Licence	means a licence granted, or treated as granted, under section 6(1)(c) of the Electricity Act.
Electricity Distributor	means, for a Smart Metering System or a Device, the holder of the Electricity Distribution Licence for the network to which the relevant premises are connected.
Electricity Meter	means any meter that conforms to the requirements of paragraph 2 of schedule 7 to the Electricity Act and is used for the purpose of measuring the quantity of electricity that is supplied to premises.
Electricity Network Party	means a Party that holds an Electricity Distribution Licence.
Electricity Smart Meter	means either a SMETS1 ESME; or a device installed (or to be installed) at a premises, which: consists of the components or other apparatus identified in; and as a minimum, has the functional capability specified by and complies with the other requirements of,

the part(s) of the SMETS identified as applying to 'Electricity Smart Metering Equipment' (and, where applicable, the part(s) relevant to the Physical Device Type in question) in a Version of the SMETS which was within its Installation Validity Period on the date on which the device was installed.

Electricity Supplier Party

means a Party that holds an Electricity Supply Licence (regardless of whether that Party also holds a Gas Supply Licence).

Electricity Supply Licence

means a licence granted, or treated as granted, pursuant to section 6(1)(d) of the Electricity Act.

Eligible Subscriber

has the meaning given to that expression in Section L3.15 (Eligible Subscribers).

Eligible User

means, in respect of a Service set out in the DCC User Interface Services Schedule or an Elective Communication Service and (in either case) a Smart Metering System (or a Device forming, or to form, part of a Smart Metering System), one of the Users eligible to receive that Service in respect of that Smart Metering System (or such a Device), as further described in Section H3.8 (Eligibility for Services).

Eligible User Role

means, in respect of a Service set out in the DCC User Interface Services Schedule or an Elective Communication Service, one of the User Roles that is capable of being an Eligible User in respect of that Service (determined without reference to a particular Smart Metering System or Device).

Enabling Services		means one or more of the Enrolment Service, the Communications Hub Service, and the Other Enabling Services.
Encrypt		means, in respect of Section H4 (Processing Service Requests), the process of encoding Data using the methods set out for that purpose in the GB Companion Specification; and “ Encrypted ” shall be interpreted accordingly.
End-to-End Architecture	Security	means a document that describes how the security controls in respect of smart metering relate to the architecture of the End-to-End Smart Metering System.
End-to-End Smart Metering System		means the DCC Total System, all Enrolled Smart Metering Systems, all User Systems and all RDP Systems.
End-to-End Architecture	Technical	means the DCC Systems and the Smart Metering Systems together, including as documented in the Technical Code Specifications.
End-to-End Testing		means the testing described in Section T4 (End-to-End Testing).
End-to-End Testing Approach Document		has the meaning given to that expression in Section T4.4 (End-to-End Testing Approach Document).
Enduring Testing Approach Document		means the SEC Subsidiary Document set out in Appendix J, which is originally to be developed pursuant to Section T6 (Development of Enduring Testing Documents).
Energy Code		means a multilateral code or agreement maintained pursuant to one or more of the Energy Licences.

Energy Consumer	means a person who receives, or wishes to receive, a Supply of Energy at any premises in Great Britain.
Energy Licence	means a licence that is granted, or treated as granted, under section 6 of the Electricity Act or under section 7, 7A or 7AB of the Gas Act.
Energy Meter	means an Electricity Meter or a Gas Meter.
Energy Supply Licence	means an Electricity Supply Licence or a Gas Supply Licence.
Enrolment	means, in respect of a Smart Metering System, the act of enrolling that Smart Metering System in accordance with the Enrolment Service (and the words “ Enrol ” and “ Enrolled ” will be interpreted accordingly).
Enrolment Service	means the Service described in Section H5 (Enrolment Services and the Smart Metering Inventory).
Equivalent Steps	<p>means in relation to a SMETS1 Device and/or a SMETS1 Service Request, those steps that are required to be taken such that:</p> <p>the relevant Device is, or Data relating to it, are configured or reconfigured; or</p> <p>Data that are stored on, or in relation to or generated by, that Device are retrieved,</p> <p>so as to have an effect that is equivalent to that which would occur were a Service Request of the same Service Reference Variant as the SMETS1 Service Request to be Successfully Executed on a SMETS2+ Device equivalent to the SMETS1 Device (taking into account the different design functionality of the</p>

SMETS1 Device and, where relevant, any specific requirements for alternative processing set out in the SMETS1 Supporting Requirements), and such that the appropriate SMETS1 Response(s) and SMETS1 Alert(s) can be generated.

EU Regulations

means:

Regulation 2009/714/EC of the European Parliament and of the Council of 13 July 2009 on conditions for access to the network for cross-border exchange in electricity and repealing Regulation 2003/1228/EC; and

(b) Regulation 2009/715/EC of the European Parliament and of the Council of 13 July 2009 on conditions for access to the national gas transmission networks and repealing Regulation 2005/1775/EC, as amended by Commission Decision 2010/685/EU of 10 November 2010 amending Chapter 3 of Annex I to Regulation 2009/715/EC of the European Parliament and of the Council on conditions for access to the natural gas transmission networks.

EUI-64 Compliant

means a 64-bit globally unique identifier governed by the Institute of Electrical and Electronics Engineers.

Event of Default

has the meaning given to that expression in Section M8.1 (Events of Default).

Export MPAN

means an MPAN for a Metering Point relating to the export of electricity from a premises.

Export Supplier

means, for a Smart Metering System or a Device and any period of or point in time, the Supplier Party Registered during that period of or at that point in time

in respect of the Export MPAN relating to that Smart Metering System or Device (but excluding Smart Metering Systems or Devices for which there is no related Import MPAN, in which circumstance such Registered Supplier Party is deemed to be the Import Supplier in accordance with the definition thereof).

Fast-Track Modifications

has the meaning given to that expression in Section D2.8 (Fast-Track Modifications).

File Signing Certificate

has the meaning given to that expression in the IKI Certificate Policy.

File Signing Software

means software provided by the DCC for the purposes of enabling a Party to apply a Digital Signature to a CSV File.

Firmware Hash

means the result of the application of a hash function, such function being a repeatable process to create a fixed size and condensed representation of a message using the SHA-256 algorithm as specified in the US Government's Federal Information Processing Standards document 180-4.

Firmware Information Repository

means a table established and maintained by the Panel that details firmware updates, releases, Manufacturer contact details and other firmware information.

Follow-up Security Assessment

has the meaning given to that expression in Section G8.19 (Categories of Security Assurance Assessment).

Force Majeure

means, in respect of any Party (the **Affected Party**), any event or circumstance which is beyond the reasonable control of the Affected Party, but only to the extent such event or circumstance (or its consequences) could not

have been prevented or avoided had the Affected Party acted in accordance with Good Industry Practice. Neither lack of funds nor strikes or other industrial disturbances affecting only the employees of the Affected Party and/or its contractors shall be interpreted as an event or circumstance beyond the Affected Party's control.

Forum Sub-Group	has the meaning given to that expression in Section Z6.1 (Definitions).
Framework Agreement	means an agreement in the form set out in Schedule 1.
Full Privacy Assessment	has the meaning given to that expression in Section I2.12 (Categories of Assessment).
Full User Security Assessment	has the meaning given to that expression in Section G8.16 (Categories of Security Assurance Assessment).
Future-Dated Services	has the meaning given to that expression in Section H3.11 (Categories of Services).
Gas Act	means the Gas Act 1986.
Gas Meter	means a meter that conforms to the requirements of section 17(1) of the Gas Act for the purpose of registering the quantity of gas supplied through pipes to premises.
Gas Network Party	means a Party that holds a Gas Transporter Licence.
Gas Proxy Function	means either a SMETS1 GPF; or a Device installed (or to be installed) at a premises, which: consists of the components or other apparatus identified in; and

as a minimum, has the functional capability specified by and complies with the other requirements of,

a Version of the CHTS (but only those provisions that are described as applying to 'Gas Proxy Functions') which was within its Installation Validity Period on the date on which the device was installed.

Gas Smart Meter

means either a SMETS1 GSME; or a device installed (or to be installed) at a premises, which:

consists of the components or other apparatus identified in; and

as a minimum, has the functional capability specified by and complies with the other requirements of,

the part(s) of the SMETS identified as applying to 'Gas Smart Metering Equipment' in a version of the SMETS which was within its Installation Validity Period on the date on which the device was installed.

Gas Supplier

means, for a Smart Metering System or a Device and any period of or point in time, the Supplier Party Registered during that period of or at that point in time in respect of the MPRN relating to that Smart Metering System or Device.

Gas Supplier Party

means a Party that holds a Gas Supply Licence (regardless of whether that Party also holds an Electricity Supply Licence).

Gas Supply Licence

means a licence granted, or treated as granted, pursuant to section 7A(1) of the Gas Act.

Gas Transporter

means, for a Smart Metering System or a Device, the holder of the Gas Transporter Licence for the network

to which the relevant premises are connected.

Gas Transporter Licence	means a licence granted, or treated as granted, under section 7 of the Gas Act (but not the licence in respect of the National Transmission System, as defined in the UNC).
GB Companion Specification (or “GBCS”)	means the document of that name set out in Schedule 8.
GBCS Payload	means the content of a Pre-Command, Signed Pre-Command, Service Response or Device Alert which is set out in the format required by the GB Companion Specification.
General Data Protection Regulation	means EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
General Installation End Date	has the meaning given to that expression in Section A3.13.
General SEC Objectives	has the meaning given to that expression in Section C1 (SEC Objectives).
Good Industry Practice	means, in respect of a Party, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking as that Party under the same or similar circumstances.

Greenhouse Gas Emissions	means emissions of Greenhouse Gases, as defined in section 92 of the Climate Change Act 2008.
HAN	means, for each Smart Metering System, the home area network created by the Communications Hub Function forming part of that Smart Metering System.
HAN Connected Auxiliary Load Control Switch	<p>means a device installed (or to be installed) at a premises, which:</p> <p>consists of the components or other apparatus identified in; and</p> <p>as a minimum, has the functional capability specified by and complies with the other requirements of,</p> <p>a Version of the HCALCS Technical Specification which was within its Installation Validity Period on the date on which the device was installed.</p>
HAN Requirements	means the requirements with respect to the HAN provided for in the Energy Licences and this Code.
HAN Variants	means the variations of SMETS2+ Communications Hub that are necessary to enable communication via each HAN Interface (as defined in the CHTS).
Hash	means the result of the application of a hash function, such function being a repeatable process to create a fixed size and condensed representation of a message using the SHA-256 algorithm as specified in the US Government's Federal Information Processing Standards document 180-4.
HCALCS	means a HAN Connected Auxiliary Load Control Switch.

HCALCS Technical Specification	means the part(s) of the SMETS identified as applying to 'HAN Connected Auxiliary Load Control Switches'.
ICA Certificate	has the meaning given to that expression in the IKI Certificate Policy.
ICHIS	means the Intimate Communications Hub Interface Specifications.
ID Allocation Procedure	means the document of that name developed and maintained in accordance with Section B2.2 (ID Allocation Procedure).
IETF RFC 5280	has the meaning given to that expression in the GB Companion Specification.
IHD	<p>means a device provided (or to be provided) at a premises, which is either a SMETS1 IHD; or:</p> <p>consists of the components or other apparatus identified in; and</p> <p>as a minimum, has the functional capability specified by and complies with the other requirements of,</p> <p>a Version of the IHD Technical Specification which was within its Installation Validity Period on the date on which the device was provided, and which a User acting in the role of Import Supplier or Gas Supplier has joined, or is seeking to join, to an Electricity Smart Meter or Gas Proxy Function (as applicable).</p>
IHD Technical Specification	means the part(s) of the SMETS identified as applying to 'IHDs'.
IKI Authority Revocation List (or IKI ARL)	has the meaning given to that expression in the IKI Certificate Policy.

IKI Certificate	has the meaning given to that expression in the IKI Certificate Policy.
IKI Certificate Policy	means the SEC Subsidiary Document of that name set out in Appendix Q.
IKI Certificate Revocation List (or IKI CRL)	has the meaning given to that expression in the IKI Certificate Policy.
IKI Certification Practice Statement (or IKI CPS)	has the meaning given to that expression in Section L9.20 (the IKI Certification Practice Statement).
IKI File Signing Certificate	means an IKI Certificate issued by the IKI File Signing Certification Authority.
IKI File Signing Certification Authority	has the meaning given to that expression in the IKI Certificate Policy.
Import MPAN	means an MPAN for a Metering Point relating to the import of electricity to a premises.
Import Supplier	<p>means, for a Smart Metering System or a Device and any period of or point in time:</p> <p style="padding-left: 40px;">the Supplier Party Registered during that period of or at that point in time in respect of the Import MPAN relating to that Smart Metering System or Device; or</p> <p>(b) where there is no related Import MPAN for that Smart Metering System or Device, the Supplier Party Registered during that period of or at that point in time in respect of the Export MPAN relating to that Smart Metering System or Device.</p>

Incident	means an actual or potential interruption to (or reduction in the quality or security of) the Services, as further described in the Incident Management Policy.
Incident Category	has the meaning given to that expression in Section H9.1 (Incident Management Policy).
Incident Management	means a framework of processes designed to identify, raise, allocate responsibility for, track and close Incidents.
Incident Management Log	has the meaning given to that expression in Section H9.3 (Incident Management Log).
Incident Management Policy	means the SEC Subsidiary Document of that name set out in Appendix AG.
Incident Parties	has the meaning given to that expression in Section H9.1 (Incident Management Policy).
Independent Assurance Scheme	has the meaning given to that expression in Part 2.1 of the SMKI Compliance Policy (DCC: Duty to Submit to an Independent Assurance Scheme).
Independent Privacy Auditor	has the meaning given to that expression in Section I2.1 (Procurement of the Independent Privacy Auditor).
Independent SMKI Assurance Service Provider	has the meaning given to that expression in Part 3.1 of the SMKI Compliance Policy (DCC: Duty to Procure Independent Assurance Services).
Independent Time Source	has the meaning given to that expression in Section G2.46(b) (Network Time).
Information Classification Scheme	means a methodology for: the appropriate classification of all Data that are

processed or stored on a System by reference to the potential impact of those Data being Compromised; and determining the controls to be applied to the processing, storage, transfer and deletion of each such class of those Data.

Information Commissioner means the Commissioner as defined in the Data Protection Legislation.

Infrastructure Key
Infrastructure (or IKI) means the public key infrastructure established by the DCC for the purpose, among other things, of authenticating communications between:

Parties and the OCA and DCA; and

Parties and the DCC, where those Parties are required in accordance with this Code to provide files to the DCC that have been Digitally Signed using the Private Key associated with the Public Key that is contained within a File Signing Certificate.

Insolvency Type Event means, in respect of a Party, that that Party:

is unable to pay its debts as they fall due, or is deemed to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (but as if the reference in such section to “£750” was replaced with “£10,000”);

calls a meeting for the purpose of passing a resolution for its winding-up, or such a resolution is passed;

presents, or has presented in respect of it, a petition for a winding-up order;

has an application to appoint an administrator
made in respect of it, or a notice of intention to
appoint an administrator is filed in respect of it;

has an administrator, administrative receiver, or
receiver appointed over all or a substantial part
of its business, undertaking, property or assets;

takes any steps in connection with proposing a
company voluntary arrangement or a company
voluntary arrangement is passed in relation to it;
or

suffers or undergoes any procedure analogous to
any of those specified above, including in
respect of a Party who is a natural person or in
any jurisdiction outside the UK in which a Party
is incorporated.

Installation End Date has the meaning given to that expression in Section
A3.12(b) (The Installation Validity Period).

Installation Start Date has the meaning given to that expression in Section
A3.12(a) (The Installation Validity Period).

Installation Validity Period has the meaning given to that expression in Section
A3.11 (The Installation Validity Period).

Instruction means, in respect of a SMETS1 Device, a
communication generated by the SMETS1 Service
Provider or a DCO following receipt of a SMETS1
Service Request by the DCC that is designed to instruct
the Device to execute the functionality necessary to
permit the DCC to take the necessary Equivalent Steps.

Intellectual Property Rights means patents, trade marks, trade names, service marks,
rights in designs, copyright (including rights in

computer software), logos, rights in internet domain names, and moral rights, database rights, rights in know-how, and other intellectual property rights (in each case, whether registered or unregistered or subject to an application for registration), and includes any and all rights or forms of protection having equivalent or similar effect anywhere in the world.

Interface Testing

means the testing described in Section T3 (Interface Testing).

Interface Testing Approach Document

has the meaning given to that expression in Section T3.8 (Interface Testing Approach Document).

Interface Testing Objective

has the meaning given to that expression in Section T3.2 (Interface Testing Objective).

Interim Election

has the meaning given to that expression in Section C4.2 (Election of Elected Members).

Interoperability Checker Service

has the meaning given to that expression in Section H16.6 (Obligations of the DCC).

Interoperability Data

has the meaning given to that expression in Section H16.2 (The Responsibility of Supplier Parties).

Intimate Communications Hub Interface Specifications

means the specifications described as such and originally developed by the DCC pursuant to schedule 3 of the DCC Licence, as amended from time to time in accordance with Section H12.9 (Amendments to the ICHIS).

Inventory Enrolment and Decommissioning Procedures

means the SEC Subsidiary Document of that name set out as Appendix AC.

Invoice	has the meaning given to that expression in Section J1.2 (Invoicing of Charges).
Issue	<p>in relation to:</p> <p>a Device Certificate or DCA Certificate, has the meaning given to that expression in Annex A of the Device Certificate Policy;</p> <p>an Organisation Certificate or OCA Certificate, has the meaning given to that expression in Annex A of the Organisation Certificate Policy;</p> <p>an IKI Certificate or ICA Certificate has the meaning given to that expression in the IKI Certificate Policy;</p> <p>a DCCKI Certificate (including any DCCKICA Certificate) has the meaning given to that expression in the DCCKI Certificate Policy.</p>
Issuing DCA	has the meaning given to that expression in Annex A of the Device Certificate Policy.
Issuing DCA Certificate	has the meaning given to that expression in Annex A of the Device Certificate Policy.
Issuing ICA	has the meaning given to that expression in the IKI Certificate Policy.
Issuing ICA Certificate	has the meaning given to that expression in the IKI Certificate Policy.
Issuing OCA	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
Issuing OCA Certificate	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.

Key Pair	means a Private Key and its mathematically related Public Key, where the Public Key may be used to Check Cryptographic Protection in relation to a communication that has been Digitally Signed using the Private Key.
Known Remote Party	has the meaning given to that expression in the GB Companion Specification.
Large Supplier Party	means a Supplier Party that is not a Small Supplier Party.
Laws and Directives	means any law (including the common law), statute, statutory instrument, regulation, instruction, direction, rule, condition or requirement (in each case) of any Competent Authority (or of any authorisation, licence, consent, permit or approval of any Competent Authority).
Lead Supplier	<p>means, in respect of a Communications Hub:</p> <p>where there is only one Responsible Supplier for the Communications Hub Function which forms part of that Communications Hub, that Responsible Supplier;</p> <p>or</p> <p>(b) where there is more than one Responsible Supplier for the Communications Hub Function which forms part of that Communications Hub, the Import Supplier for the Communications Hub Function.</p>
Letter of Credit	means an unconditional irrevocable standby letter of credit in substantially the form set out in Schedule 6 from a bank with the Required Bank Rating which letter

of credit has not been breached or disclaimed by the provider.

Liability	includes any loss, liability, damages, costs (including legal costs), expenses and claims.
Local Command Services	means the sending of Commands to a User via the DCC User Interface where the User has opted in the Service Request for the Command to be sent in that way.
Maintenance	includes repair, replacement, upgrade or modification.
Maintenance End Date	has the meaning given to that expression in Section A3.20(b) (The Maintenance Validity Period).
Maintenance Start Date	has the meaning given to that expression in Section A3.20(a) (The Maintenance Validity Period).
Maintenance Period	Validity has the meaning given to that expression in Section A3.19 (The Maintenance Validity Period).
Major Incident	means an Incident that is categorised as a major incident in accordance with the Service Management Standards, as further described in the Incident Management Policy.
Major Security Incident	means, in relation to any System, any event which results, or was capable of resulting, in that System being Compromised to a material extent.
Malicious Software	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on Data, software, files, programs or codes (whether or not its operation is immediate or delayed, and whether it is introduced wilfully, negligently or without knowledge of its existence).

Manufacturer	means, in respect of any Device Model, the person: that manufactures some or all of the Devices of that Device Model; or (b) on whose behalf some or all of those Devices are manufactured for onward sale or other provision.
Manufacturer Image	has the meaning given to that expression in the GB Companion Specification.
MA-S Registry Entry	means a publicly registered 36-bit identifier of that name issued by the Institute of Electrical and Electronics Engineers Standards Association.
Material Risk	means, in respect of any Maintenance of the DCC Systems, that such Maintenance poses either: (a) a material risk of disruption; or (b) a risk of material disruption.
Maximum Credit Value	has the meaning given to that expression in Section J3.3B (Party's Maximum Credit Value).
Mesh Communications Hub	has the meaning given to that expression in the CH Support Materials.
Message	has the meaning given to that expression in the GB Companion Specification.
Message Authentication Code	has the meaning given to that expression in the GB Companion Specification (or, where used in the context of a communication not specified by the GB Companion Specification, the meaning associated with the relevant cryptographic algorithm used to generate it).

Message Code	has the meaning given to that expression in the SMETS1 Supporting Requirements.
Message Mapping Catalogue	means the SEC Subsidiary Document of that name set out in Appendix AF.
Meter Asset Manager	has the meaning given to that expression in the SPAA.
Meter Operator	has the meaning given to that expression in the MRA.
Metering Point	has the meaning given to that expression in the MRA.
Minimum Monthly Charge	means, in respect of each Regulatory Year, £25.00, multiplied by the Consumer Prices Index for the October preceding the start of that Regulatory Year, divided by the Consumer Prices Index for October 2014. The relevant amount will be rounded to the nearest pound.
Minimum Service Level	<p>means, in respect of each Performance Measure, the number or percentage intended to represent the minimum level of performance for the activity which is the subject of the Performance Measure, as set out in:</p> <p>Section D11.3 (Code Performance Measures);</p> <p>Section H13.1 (Code Performance Measures);</p> <p>the Reported List of Service Provider Performance Measures; or</p> <p>Section L8.6 (Code Performance Measures).</p>
Modification Proposal	is the term applied to a Draft Proposal once the Panel has agreed it should be progressed further in accordance with Section D3.11 (Initial Consideration by the Panel).

Modification Register	has the meaning given to that expression in Section D1.8 (Modification Register).
Modification Report	has the meaning given to that expression in Section D7.1 (Modification Report).
Modification Consultation	has the meaning given to that expression in Section D7.8 (Modification Report Consultation).
Monthly Service Metric	has the meaning set out in the DCC User Interface Services Schedule.
Monthly Service Threshold	has the meaning set out in the DCC User Interface Services Schedule.
MPAN	means, in respect of a Smart Metering System (or Electricity Meter), the Supply Number (or each of the Supply Numbers) allocated under the MRA to the Metering Point(s) at which the import or export of electricity is recorded by that Smart Metering System (or Electricity Meter).
MPRN	means, in respect of a Smart Metering System (or Gas Meter), the Supply Meter Point Reference Number allocated by the relevant Gas Network Party to the Supply Meter Point at which the supply of gas is recorded by that Smart Metering System (or Gas Meter).
MRA	means the Master Registration Agreement established pursuant to the Electricity Distribution Licences.
NCSC	means the UK Government's National Cyber Security Centre (or any successor organisation).

Network Enhancement Plan		means a plan by the DCC to undertake works to improve SMETS2+ SM WAN connectivity for a cohort of Communications Hubs installed within a particular geographic area (in either the south Region or the central Region), where the DCC has obtained reasonable evidence to justify that the works are required in order to improve SM WAN connectivity.
Network Party		means a Party that is either an Electricity Network Party or a Gas Network Party.
Network Time		has the meaning given to that expression in Section G2.45(a) (Network Time).
Never		means a date-time used to denote the timing of an action that must never happen. For Service Requests, in accordance with DUIS, this date-time shall be 00:00:00 on 31st December 3000.
New Party		means a Party that is a Party pursuant to an Accession Agreement.
Non-Critical Request	Service	means a Service Request which is not identified as critical in the DCC User Interface Services Schedule (or, in the case of Elective Communication Services, the relevant Bilateral Agreement).
Non-Critical Response	Service	means a Service Response in respect of a Non-Critical Service Request.
Non-Default Interest Rate		means, for any day, the base lending rate of the Bank of England at 13.00 hours on that day.
Non-Device Service Request		means a Service Request in respect of a Service identified as a non-device service in the DCC User Interface Services Schedule (or, in the case of Elective

Communication Services, the relevant Bilateral Agreement).

Non-Domestic Premises	means premises other than Domestic Premises.
Notification	means, in respect of a Modification Proposal, notification of that modification to the EU Commission pursuant to EU Directive 2015/1535/EU.
OCA Certificate	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
On-Demand Services	has the meaning given to that expression in Section H3.11 (Categories of Services).
OPR Exceptional Event	means Force Majeure for which the DCC is the Affected Party and which occurs in relation to the matters which are subject to OPR Reporting.
OPR Reporting	means reporting in respect of the operational performance regime under schedule 4 of the DCC Licence (the Operational Performance Regime).
Organisation Authority Revocation List (or Organisation ARL)	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
Organisation Certificate	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
Organisation Certificate Policy	means the SEC Subsidiary Document of that name set out in Appendix B.
Organisation Certificate Revocation List (or Organisation CRL)	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.

Organisation Certification Authority (or OCA)	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
Organisation Certification Practice Statement (or Organisation CPS)	has the meaning given to that expression in Section L9.14 (the Organisation Certification Practice Statement).
Original Party	means a Party that is a Party pursuant to the Framework Agreement.
OTA Header	has the meaning given to that expression in the GB Companion Specification.
Other Enabling Services	means the Services other than the Enrolment Services, the Communications Hub Services and the Communication Services.
Other SEC Party	means a Party that is not the DCC, is not a Network Party, and is not a Supplier Party.
Other User	means, for a Smart Metering System or a Device and any period of or point in time, a User that is not acting in the User Role of Import Supplier, Export Supplier, Gas Supplier, Electricity Distributor, Gas Transporter or Registered Supplier Agent (regardless of whether in fact that User is a Responsible Supplier or the Electricity Distributor or the Gas Transporter or the Registered Supplier Agent during that period of or at that point in time).
Panel	means the body established as such in accordance with Section C2.1 (Establishment of the Panel).
Panel Chair	has the meaning given to that expression in Section C3.1 (Composition of the Panel).

Panel Member	has the meaning given to that expression in Section C3.1 (Composition of the Panel).
Panel Objectives	has the meaning given to that expression in Section C2.2 (Panel Objectives).
Parent Company Guarantee	means a guarantee in such form as the DCC may reasonably approve from an Affiliate of the User in question which guarantee has not been breached or disclaimed by the guarantor and has at least one month left until it expires. Where the guarantor is incorporated outside of the United Kingdom, the guarantee will only be validly given where supported by a legal opinion regarding capacity and enforceability in a form reasonably satisfactory to the DCC.
Parse and Correlate Software	has the meaning given to that expression in Section H11.1 (Provision of Parse and Correlate Software).
Parse and Correlate Applicability Matrix	has the meaning given to that expression in Section A3.39 (The Parse and Correlate Applicability Matrix).
Party	means, from time to time, a person that has agreed to be bound by this Code (either pursuant to the Framework Agreement or an Accession Agreement), and (without prejudice to Section M8.14 (Consequences of Ceasing to be a Party)) that has not at that time ceased to be so bound in accordance with Section M8 (but excluding SECCo).
Party Category	means, as the context requires, one of the following categories: <ul style="list-style-type: none">(a) the Large Supplier Parties collectively;(b) the Small Supplier Parties collectively;

- (c) the Electricity Network Parties collectively;
- (d) the Gas Network Parties collectively; and
- (e) the Other SEC Parties collectively.

Party Data	has the meaning given to that expression in Section M5.10 (Party Data).
Party Details	means, in respect of each Party, the information relating to that Party and corresponding to the heads of information set out in the Application Form from time to time.
Party Signifier	means an identification number allocated to a Party (or SECCo) by the Code Administrator pursuant to Section B1.17 (Party Signifiers), which uniquely identifies that Party (or SECCo) under the Code.
Path 1 Modification	has the same meaning as "Authority-initiated Modification".
Path 2 Modification	has the same meaning as "Authority Determined Modification".
Path 3 Modification	has the same meaning as "Self-Governance Modification".
Performance Measurement Methodology	means a documented methodology for establishing the performance against each Performance Measure, which may include sampling and/or test communications.
Performance Measurement Period	means, in respect of each Performance Measure, the applicable period over which the Service Level for that Performance Measure is to be measured, as set out in: Section D11.3 (Code Performance Measures);

Section H13.1 (Code Performance Measures);

the Reported List of Service Provider Performance Measures; or

Section L8.6 (Code Performance Measures).

Performance Measures means the Code Performance Measures and such Service Provider Performance Measures as are specified in the Reported List of Service Provider Performance Measures.

Permitted Communication Service means, in respect of a User and a Smart Metering System (or a Device forming, or to form, part of that Smart Metering System):

a service that results in the sending of a Command to a Device (other than the Communications Hub Function) for which the User is the Responsible Supplier (except where, were the Command to be sent as a Core Communication Service, it would be a Critical Command requiring another User's Digital Signature);

a service that only results in the sending of a Command to a Device which is the same as a Command which results from a Service listed in the DCC User Interface Services Schedule for which that User is an Eligible User; or

(c) a service which the Panel has (on the application of the User) approved as a permitted communication service.

Personal Data has the meaning given to that expression in the Data Protection Legislation.

Personnel Authentication Certificate	has the meaning given to that expression in Annex A of the DCCKI Certificate Policy.
Personnel Authentication Certificate Application	has the meaning given to that expression in Annex A of the DCCKI Certificate Policy.
Physical Device Type	means, in respect of a device, its type which may be only one of: a Communications Hub; a SMETS1 ESME; a Single Element Electricity Metering Equipment (as defined in SMETS); a Twin Element Electricity Metering Equipment (as defined in SMETS); a Polyphase Electricity Metering Equipment (as defined in SMETS), a Gas Smart Meter; a Pre-Payment Meter Interface Device; a HAN Connected Auxiliary Load Control Switch; an IHD; or a Type 2 Device (Other).
Planned Maintenance	means, in respect of a month, Maintenance of the DCC Systems planned prior to the start of that month and which will disrupt, or poses a Material Risk of disruption to, provision of the Services (and, where it will disrupt, or poses a Material Risk of disruption to, the provision of the Services in relation to Devices associated with Communications Hubs, at least 100,000 Communications Hubs are affected).
Point-to-Point Equipment	Alt HAN has the meaning given to that expression in accordance with standard condition 55 of the Electricity Supply Licence (Smart Metering – The Alt HAN Arrangements) and standard condition 49 of the Gas Supply Licence (Smart Metering – The Alt HAN Arrangements).

Post Commissioning Information	has the meaning given to that expression in the Inventory Enrolment and Decommissioning Procedures.
PPM Installation End Date	has the meaning given to that expression in Section A3.14
PPMID	means a Prepayment Meter Interface Device.
PPMID Technical Specification	means the part(s) of the SMETS identified as applying to 'Pre-Payment Meter Interface Devices'.
Pre-Command	means a communication (other than a Service Response, DCC Alert or Device Alert) to be sent from the DCC to a User or to the CoS Party that includes a GBCS Payload and which has been Digitally Signed by the DCC in accordance with the DCC User Interface Specification.
Preliminary Assessment	has the meaning given to that expression in Section H7.4 (Preliminary Assessment of Elective Communication Services).
Pre-Payment Meter	means an Energy Meter operating in a mode which requires a customer to pay charges in advance.
Pre-Payment Meter Interface Device	<p>means either a SMETS1 PPMID; or a device installed (or to be installed) at a premises, which:</p> <p>consists of the components or other apparatus identified in; and</p> <p>as a minimum, has the functional capability specified by and complies with the other requirements of,</p>

a Version of the PPMID Technical Specification which was within its Installation Validity Period on the date on which the device was installed.

Principal User Security Obligations

has the meaning given to that expression in Section G1.7 (Obligations on Users).

Principal Version

in relation to:

a Technical Specification, has the meaning given to that expression in Section A3.5(a) (Versions of the Technical Specifications); and

the GBCS or CPA Security Characteristics, has the equivalent meaning, in accordance with and subject to the provisions of Section A3.27 (GB Companion Specification and CPA Security Characteristics).

Privacy Assessment

means a Full Privacy Assessment, Random Sample Privacy Assessment or User Privacy Self-Assessment.

Privacy Assessment Report

has the meaning given to that expression in Section I2.19 (The Privacy Assessment Report).

Privacy Assessment Response

has the meaning given to that expression in Section I2.21 (The Privacy Assessment Response).

Privacy Controls Framework

means the document of that name developed and maintained by the Panel in accordance with Section I2.15 (The Privacy Controls Framework).

Privacy Self-Assessment

has the meaning given to that expression in Section I2.14 (Categories of Assessment).

Privacy Self-Assessment Report

has the meaning given to that expression in Section I2.26 (The User Privacy Self-Assessment Report).

Private Key		means the private part of an asymmetric Key Pair used for the purposes of public key encryption techniques
Privileged Person		means a member of DCC Personnel who is authorised to carry out activities which involve access to resources, or Data held, on the DCC Total System and which are capable of being a means by which the DCC Total System, any User Systems, any RDP Systems or any Device are Compromised to a material extent.
Problem		means the underlying cause of one or more Incidents, as further described in the Incident Management Policy.
Processing		has the meaning given to that expression in the Data Protection Legislation (and “ Process ” and “ Processes ” shall be interpreted accordingly).
Product Recall Technology Refresh	or	has the meaning given to that expression in Section F9.6 (Categories of Responsibility).
Production Proving		means the activities which the DCC is permitted to undertake by Section P (Production Proving).
Production Proving Devices		has the meaning given to that expression in Section P1.4 (Production Proving Devices).
Production Function	Proving	means the DCC when undertaking Production Proving, and specifically those activities expressly stated in this Code to be undertaken by the Production Proving Function.
Production Proving MPXNs		has the meaning given to that expression in Section P1.8 (Production Proving MPXNs).
Production Registration Data	Proving	has the meaning given to that expression in Section P1.11 (Production Proving Registration Data).

Production Proving Systems	means the Systems used by the DCC in its capacity as the Production Proving Function.
Proposed Solution	means the variation under a Modification Proposal that is proposed and can be subsequently changed by the Proposer in accordance with Section D6.15 (Alternative Solutions).
Proposer	has the meaning given to that expression in Section D1.3 (Persons Entitled to Submit Draft Proposals).
Prototype Communications Hub	means a device that as closely achieves compliance with the CHTS as is reasonably practicable from time to time, which is provided (or to be provided) for the purpose of testing as described in Section F10 (Test Communications Hubs).
Public Key	means the public part of an asymmetric Key Pair used for the purposes of public key encryption techniques.
Random Sample Privacy Assessment	has the meaning given to that expression in Section I2.13 (Categories of Assessment).
RDP	means Registration Data Provider.
RDP Entry Process Tests	has the meaning given to that expression in Section E4.2 (RDP Entry Process Tests).
RDP ID	means, in respect of an RDP acting in its capacity as such (including a Network Party where it is deemed to have nominated itself for that role), one of the unique identification numbers accepted by the DCC in respect of that RDP under Section E2.16 (Security Obligations and RDP IDs).

RDP Signifier	means an identification number allocated to an RDP by the Code Administrator pursuant to Section B1.19 (RDP Signifiers), which uniquely identifies that RDP under the Code.
RDP Systems	<p>means any Systems:</p> <p>which are operated by or on behalf of an Electricity Distributor or Gas Transporter responsible for providing (or procuring the provision of) Registration Data in respect of a particular MPAN or MPRN; and</p> <p>which are used in whole or in part for:</p> <p>the collection, storage, Back-Up, processing or communication of that Registration Data prior to, or for the purposes of, its provision to the DCC over the Registration Data Interface;</p> <p>generating Data for communication to the OCA, ICA or DCCKICA, or receiving Data from the OCA, ICA or DCCKICA (including any Systems which store or use Secret Key Material for such purposes),</p> <p>and any other Systems from which the Systems described in paragraphs (a) and (b) are not Separated.</p>
Recoverable Costs	has the meaning given to that expression in Section C8.2 (SEC Costs and Expenses).
Recovery Certificate	has the meaning given to that expression in Section L10.30(d)(ii) (Definitions).
Recovery Costs	has the meaning given to that expression in Section L10.17 (Recovery Costs).
Recovery Event	has the meaning given to that expression in Section L10.14 (Recovery Events).

Recovery Key Pair	has the meaning given to that expression in Section L10.30(d) (Definitions).
Recovery Private Key	has the meaning given to that expression in Section L10.30(d)(i) (Definitions).
Refinement Process	has the meaning given to that expression in Section D6 (Refinement Process).
Region	<p>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:</p> <p style="padding-left: 40px;">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</p> <p style="padding-left: 40px;">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,</p> <p>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).</p>

Registered	means Registered, as defined in the MRA or the SPAA, as applicable (and “ Registration ” shall be interpreted accordingly).
Registered Supplier Agent	<p>means, for a Smart Metering System or a Device and any period of or point in time, the User that is:</p> <p>in the case of electricity, appointed as the Meter Operator in respect of the MPAN relating to that Smart Metering System or Device; or</p> <p>in the case of gas, appointed as the Meter Asset Manager in respect of the MPRN relating to that Smart Metering System or Device,</p> <p>(in either case) during that period of or at that point in time.</p>
Registration Authority	means the DCC, acting in its capacity as such for the purposes of (and in accordance with the meaning given to that expression in any) the Certificate Policies.
Registration Data	has the meaning given to that expression in Section E1 (Reliance on Registration Data).
Registration Data Interface	means the communications interface designed to allow the communications referred to in Section E (Registration Data) to be sent between the DCC and the Registration Data Providers.
Registration Data Interface Code of Connection	means the SEC Subsidiary Document of that name set out in Appendix Y.
Registration Data Interface Documents	means the Registration Data Interface Code of Connection and Registration Data Interface Specification.

Registration Data Interface Specification	means the SEC Subsidiary Document of that name set out in Appendix X.
Registration Data Provider	means, in respect of each Network Party, the person nominated as such in writing to the DCC from time to time by that Network Party, on the basis that more than one Party may specify the same Registration Data Provider, and that the Network Party shall be deemed to have so nominated itself in the absence of any other nomination.
Regulatory Year	means a period of twelve months beginning at the start of 1 April in any calendar year and ending at the end of 31 March in the next following calendar year.
Related Person	means, in relation to an individual, that individual's spouse, civil partner, parent, grandparent, sibling, child, grandchild or other immediate family member; any partner with whom that individual is in partnership; that individual's employer; any Affiliate of such employer; any person by whom that individual was employed in the previous 12 months; and any company (or Affiliate of a company) in respect of which that individual (individually or collectively with any member of his immediate family) controls more than 20% of the voting rights.
Release Management	means the process adopted for planning, scheduling and controlling the build, test and deployment of releases of IT updates, procedures and processes.
Relevant Device	has the meaning given to that expression in Section L10.30(a) (Definitions).

Relevant Instruments	means: the Electricity Act and the Gas Act; (b) the Data Protection Legislation; (c) the Energy Licences; and (d) the Energy Codes.
Relevant Private Key	has the meaning given to that expression in Section L10.30(c) (Definitions).
Relevant Subscriber	has the meaning given to that expression in Section L10.30(b).
Relying Party	means a person who, pursuant to the Code, receives and relies upon a Certificate.
Relying Party Obligations	means the provisions in respect of Relying Parties set out at Section L12 of the Code (the Relying Party Obligations).
Remote Party	has the meaning given to that expression in GBCS.
Remote Party Role	has the meaning given to that expression, and comprises the values allowed for the ASN.1 type RemotePartyRole identified, in the GB Companion Specification, and additionally comprises the values set out in Table 1 in Annex A to Section L (Smart Metering Key Infrastructure and DCC Key Infrastructure).
Remote Party Role Code	means the integer value for the Remote Party Role specified in the GB Companion Specification or Table 1 in Annex A to Section L (Smart Metering Key Infrastructure and DCC Key Infrastructure), as applicable.

Replay	has the meaning given to that expression in the SMETS1 Supporting Requirements.
Report Phase	has the meaning given to that expression in Section D7.1 (Modification Report).
Reported List of Service Provider Performance Measures	<p>means the document which:</p> <p>is initially provided to Parties, the Panel and the Authority by the Secretary of State, bears the title 'Reported List of Service Provider Performance Measures' and identifies itself as being produced for the purposes of Section H13 (Performance Standards and Reporting); and</p> <p>specifies a number of Service Provider Performance Measures together (in each case) with the applicable Service Level Requirement, Target Service Level, Minimum Service Level and Performance Measurement Period,</p> <p>as it may be modified from time to time in accordance with Section H13.2 (Service Provider Performance Measures).</p>
Required Bank Rating	<p>means that a person has one or more long-term Recognised Credit Ratings of at least (based, where the person has more than one such rating, on the lower of the ratings):</p> <p>“A-” by Standard & Poor’s Financial Services LLC;</p> <p>“A3” by Moody’s Investors Services Inc; and/or</p> <p>“A-” by Fitch Ratings Limited; and/or</p> <p>(d) “A(low)” by DBRS Ratings Limited.</p>

Response	for SMETS2+ Devices, has the meaning given to that expression in the GB Companion Specification; and otherwise, it shall mean a Service Response or a Pre-Command as the context implies.
Responsible Supplier	means, in respect of a Smart Metering System (or any Device forming, or intended to form, part of a Smart Metering System) which relates to: an MPAN, the Import Supplier for that Smart Metering System; and/or an MPRN, the Gas Supplier for that Smart Metering System.
Restricted Communication Service	means, in respect of any User requesting an Elective Communication Service, a service which is not a Permitted Communication Service.
Risk Treatment Plan	has the meaning given to that expression in Section G7.19(e) (Duties and Powers of the Security Sub-Committee).
Root DCA	has the meaning given to that expression in Annex A of the Device Certificate Policy.
Root DCA Certificate	has the meaning given to that expression in Annex A of the Device Certificate Policy.
Root DCCKICA Certificate	has the meaning given to that expression in the DCCKI Certificate Policy
Root ICA	has the meaning given to that expression in the IKI Certificate Policy.
Root ICA Certificate	has the meaning given to that expression in the IKI Certificate Policy.

Root OCA	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
Root OCA Certificate	has the meaning given to that expression in Annex A of the Organisation Certificate Policy.
Scheduled Election	has the meaning given to that expression in Section C4.2 (Election of the Elected Members).
Scheduled Services	has the meaning given to that expression in Section H3.11 (Categories of Services).
SEC Arrangements	has the meaning given to that expression in the DCC Licence.
SEC Materials	has the meaning given to that expression in Section M5.1 (SEC Materials).
SEC Objectives	means, in respect of the Charging Methodology only, the Charging Objectives and, in all other cases, the General SEC Objectives.
SEC Release	means a package of one or more approved Modification Proposals which is implemented in accordance with the SEC Release Management Policy.
SEC Release Implementation Document	means a document established under Section D10.12 (SEC Release Implementation Document) and which contains the information listed in Section D10.13.
SEC Release Management Policy	means the document established under Section D10.7 (SEC Release Management Policy) and which contains the information listed in Section D10.8.
SEC Release Testing Approach Document	means a document established under Section D10.18 (SEC Release Testing Approach Document) and which contains the information listed in Section D10.19 in

relation to the testing to be undertaken by the DCC with regards to a SEC Release.

SEC Variation Testing Approach Documents

means the SEC Subsidiary Documents set out in Appendix AJ and Appendix AK.

SECCo

has the meaning given to that expression in Schedule 4.

Secret Key Material

means any Private Key, Shared Secret, Symmetric Key or other functionally equivalent cryptographic material (and any associated input parameter) that is generated and maintained by a Party or RDP for the purposes of complying with its obligations under, or in relation to, this Code, but excluding:

any such material (and associated input parameters) to the extent that it is maintained on Devices;

any Digital Signature; and

any output of a Cryptographic Hash Function operating on an input communication.

Secretariat

has the meaning given to that expression in Section C7.6 (Secretariat).

Secretary of State

has the meaning given to that expression in the Interpretation Act 1978.

Secure

has the meaning given to that expression in Section G3.28(a) (SMETS1 Smart Metering Systems).

Security Check

means the vetting of personnel, carried out to a level that is identified by that name, under and in accordance with the HMG National Security Vetting Procedures.

Security Controls Framework has the meaning given to that expression in Section G7.19(a) (Duties and Powers of the Security Sub-Committee).

Security Obligations and Assurance Arrangements means:

in the case of the DCC Total System, those requirements set out in Sections G2, G4 to G7 and G9;

in the case of User Systems, those requirements set out in Sections G3 to G8;

in the case of Smart Metering Systems comprising SMETS2+ Devices, those requirements set out in:

the Commercial Product Assurance Security Characteristics (as defined in the GB Companion Specification); and

the provisions of Sections G3 (System Security: Obligations on Users) to G8 (User Security Assurance) which are applicable to such Smart Metering Systems;

in the case of SMETS1 Smart Metering Systems:

those security requirements set out in the relevant Version of the SMETS; and

those requirements set out in the provisions of Sections G3 to G8 which are applicable to such Smart Metering Systems; and

in the case of RDP Systems, those requirements set out in Section E2.14 (Security Obligations).

Security Requirements means a document that:

identifies the security controls that are considered appropriate to mitigate the security risks relating to the End-to-End Smart Metering System; and

indicates those provisions having effect (or being proposed to have effect) in or under the Security Obligations and Assurance Arrangements or any Energy Licences which require that such security controls are established and maintained.

Security Risk Assessment	means a document that identifies, analyses and evaluates the security risks which relate to the End-to-End Smart Metering System.
Security Sub-Committee	means the Sub-Committee established pursuant to Section G7 (Security Sub-Committee).
Security Sub-Committee (Network) Members	has the meaning given to that expression in Section G7.8 (Membership of the Security Sub-Committee).
Security Sub-Committee (Other User) Member	has the meaning given to that expression in Section G7.10 (Membership of the Security Sub-Committee)
Security Sub-Committee (Shared Resource Provider Member)	has the meaning given to that expression in Section G7.12 (Membership of the Security Sub-Committee)
Security Sub-Committee (Supplier) Members	has the meaning given to that expression in Section G7.6 (Membership of the Security Sub-Committee).
Security Sub-Committee Chair	has the meaning given to that expression in Section G7.5 (Membership of the Security Sub-Committee).
Security Sub-Committee Member	has the meaning given to that expression in Section G7.3 (Membership of the Security Sub-Committee).
Self-Governance Modification	has the meaning given to that expression in Section D2.7 (Self-Governance Modifications).

Self-Service Interface	has the meaning given to that expression in Section H8.15 (Self-Service Interface).
Self-Service Interface Code of Connection	means the SEC Subsidiary Document of that name set out in Appendix AI.
Self-Service Interface Access Control Specification	means the SEC Subsidiary Document of that name set out in Appendix AH.
Separate	means, in relation to any System, software or firmware, to establish controls which are appropriately designed to ensure that no communication may take place between it and any other System, software or firmware (as the case may be) except to the extent that such communication is for a necessary purpose having regard to the intended operation of the System, software or firmware (and " Separated " and " Separation " are to be interpreted accordingly).
Sequenced Services	has the meaning given to that expression in Section H3.13 (Sequenced Services).
Service Desk	has the meaning given to that expression in Section H8.19 (Service Desk).
Service Level	<p>means, in respect of each Performance Measure and each Performance Measurement Period:</p> <p>where that Performance Measure relates to an activity that is performed on a number of separate occasions:</p> <p>the number of occasions during the Performance Measurement Period on which that activity was performed in accordance with the relevant Service Level Requirement,</p> <p>expressed as a percentage of, or a number in relation to:</p>

the total number of occasions during the Performance Measurement Period on which that activity was performed;

where that Performance Measure relates to an activity that is performed over a period of time:

the period of time during the Performance Measurement Period on which that activity was performed,

expressed as a percentage of:

the period of time during the Performance Measurement Period on which that activity would have been performed if it had been performed in accordance with the relevant Service Level Requirement,

provided that in each case the DCC may establish the Service Level for a Performance Measure in accordance with the Performance Measurement Methodology.

Service Level Requirements means:

in respect of each Code Performance Measure, the Target Response Time, Target Resolution Time or Target Availability Time (applicable in accordance with the table at Section D11.3 (Code Performance Measures), at Section H13.1 (Code Performance Measures) or at Section L8.6 (Code Performance Measures)); or

(b) in respect of each Service Provider Performance Measure, the standard to which the relevant DCC Service Provider is obliged by its DCC Service Provider Contract to perform the activity that is the subject of the Service Provider Performance Measure.

Service Management Service Request	means a query raised by a Party via the Self-Service Interface and/or the Service Desk.
Service Management Standards	means the Information Technology Infrastructure Library (ITIL®) standards for IT services management, as issued and updated by the Cabinet Office from time to time.
Service Provider Performance Measures	means the performance measures (however described and from time to time) for each DCC Service Provider under each DCC Service Provider Contract.
Service Reference Variant	means a reference assigned to a Service Request in accordance with the DCC User Interface Specification.
Service Request	means a request for one of the Services listed in the DCC User Interface Services Schedule (or, in the case of Elective Communication Services, provided for in the relevant Bilateral Agreement).
Service Request Processing Document	means the SEC Subsidiary Document of that name set out in Appendix AB.
Service Response	means, in respect of a Service Request sent by a User, one or more communications in response to that Service Request from the DCC to the User (not being a Pre-Command).
Services	means the services provided, or to be provided, by the DCC pursuant to Sections F5 (Communications Hub Forecasts and Orders) to F10 (Test Communications Hubs), Section H (DCC Services), Section L (Smart Metering Key Infrastructure and DCC Key Infrastructure) or Section N6 (Transition and Migration

Approach Document), including pursuant to Bilateral Agreements.

Services FM

means, in respect of any Services, the occurrence of any of the following:

war, civil war, riot, civil commotion or armed conflict;
terrorism (being the use or threat of action designed to influence the government or intimidate the public or for the purpose of advancing a political, religious or ideological cause and which involves serious violence against a person or serious damage to property, endangers a person's life, creates a serious risk to the public or is designed to seriously interfere with or disrupt an electronic system);
nuclear, chemical or biological contamination;
earthquakes, fire, storm damage or severe flooding (if in each case it affects a significant geographical area);
and/or
any blockade or embargo (if in each case it affects a significant geographical area).

Services IPR

has the meaning given to that expression in Section M5.14 (Services IPR).

Shared Resource Provider

has the meaning given to that expression in Section G10.2 (Meaning of Shared Resources).

Shared Resource User

has the meaning given to that expression in Section G10.7 (Additional Obligations following User Security Assessments).

Shared Resources	has the meaning given to that expression in Section G10.1 (Meaning of Shared Resources).
Shared Secret	means a parameter that is (or may be) derived from a Private Key and a Public Key which are not from the same Key Pair in accordance with the GB Companion Specification.
Shared Solution Alt HAN Equipment	has the meaning given to that expression in accordance with standard condition 55 of the Electricity Supply Licence (Smart Metering – The Alt HAN Arrangements) and standard condition 49 of the Gas Supply Licence (Smart Metering – The Alt HAN Arrangements).
Signed Pre-Command	means a communication containing the Digitally Signed GBCS Payload of a Pre-Command that has been Digitally Signed by a User or the CoS Party.
Significant Code Review	<p>means a review of one or more matters by the Authority which the Authority considers is:</p> <p style="padding-left: 40px;">related to this Code (whether on its own or together with other Energy Codes); and</p> <p style="padding-left: 40px;">likely to be of significance in relation to the Authority’s principal objective and/or general duties (as set out in section 3A of the Electricity Act and section 4AA of the Gas Act), statutory functions and/or relevant obligations arising under EU law,</p> <p>and concerning which the Authority has issued a notice that the review will constitute a significant code review.</p>

Significant Code Review Phase means, in respect of each Significant Code Review, the period from the date on which the Authority issues the notice stating that the matter is to constitute a Significant Code Review (including where the Authority issues a direction under Section D5.7 (Significant Code Review: Backstop Direction) or proposes an Authority-Led Variation by issuing a direction under Section D9A.2 (Authority Power to Develop a Proposed Variation)), and ending on the earlier of:

the date on which the Authority, or DCC at the direction of the Authority, submits a Modification Proposal in respect of any variations arising out of a Significant Code Review;

where the Authority has proposed an Authority-Led Variation, the date on which the Authority makes a decision in accordance with Section D9A.11 (Authority Decision);

the date on which the Authority issues a conclusion that no modification is required to this Code as a result of the Significant Code Review; or

(d) the date 28 days after the date on which the Authority issues its conclusion document in respect of the Significant Code Review.

SIMCH Aerial

means an aerial and any other equipment required to enable a Special Installation Mesh Communications Hub to connect to the SMETS2+ SM WAN.

SIT Approach Document	has the meaning given to that expression in Section T2.5 (SIT Approach Document).
SIT Objective	has the meaning given to that expression in Section T2.2 (SIT Objective).
SM WAN	means the SMETS1 SM WAN or the SMETS2+ SM WAN.
SM WAN Coverage Database	means the information made available via the Self-Service Interface pursuant to Section H8.16(f) (and which is also available via the CH Ordering System).
Small Supplier Party	means a Supplier Party which, at the time at which it is necessary to assess the status of the Party, supplies electricity and/or gas to fewer than 250,000 (two hundred and fifty thousand) Domestic Premises.
Smart Card Token	has the meaning given to that expression in Annex A of the DCC KI Certificate Policy.
Smart Meter	means either an Electricity Smart Meter or a Gas Smart Meter (as the context requires).
Smart Metering Equipment Technical Specifications	means the document(s) set out in Schedule 9.
Smart Metering Equipment Technical Specifications 1	means the document(s) set out in Schedule 9 with a Principal Version number of 1.
Smart Metering Inventory	means an electronic database of Devices which records (as a minimum) the following information in respect of each Device: <ul style="list-style-type: none"> its Device Type; its Device ID;

its Device Model (provided that no firmware version is needed for Type 2 Devices);

for Devices other than Type 2 Devices, its SMI Status, and the date from which that status has applied;

for Devices other than Type 2 Devices, its SMI Status history;

where it is a Smart Meter which has been installed, the related MPAN or MPRN and the Communications Hub Function with which that Smart Meter is associated; and

(g) where it is a Device (other than a Smart Meter or a Communications Hub Function), the Smart Meter or Gas Proxy Function with which that Device is associated.

Smart Metering Key Infrastructure (or SMKI)

means the public key infrastructure established by DCC for the purpose, among other things, of providing secure communications between Devices and Users.

Smart Metering System

means either:

an Electricity Smart Meter together with the Communications Hub Function with which it is Associated, together with the Type 1 Devices (if any) that may from time to time be Associated with that Electricity Smart Meter; or

(b) a Gas Smart Meter together with the Communications Hub Function with which it is Associated and an Associated Gas Proxy Function, together with the Type 1 Devices (if any) that may from

time to time be Associated with that Gas Proxy Function.

Smart Mode

has the meaning given to that expression at Section H16.12 (Definition).

SMETS

means the Smart Metering Equipment Technical Specifications.

SMETS1

means the Smart Metering Equipment Technical Specifications 1.

SMETS1 Alert

has the meaning given to that expression in the DCC User Interface Specification.

SMETS1 CH

means a physical device comprising a SMETS1 CHF and a SMETS1 GPF.

SMETS1 CHF

means that part of a SMETS1 ESMS or SMETS1 GSMS which incorporates the wide area network interface and controls which Devices can communicate via the associated home area network interface.

SMETS1 Critical Service Request

means a Critical Service Request which is targeted at a SMETS1 Device and is a SMETS1 Service Request.

SMETS1 Device

means one of the following: (a) a SMETS1 ESME; (b) a SMETS1 GSME; (c) a SMETS1 CHF; (d) a SMETS1 GPF; (e) a SMETS1 PPMID; (f) a SMETS1 IHD; and (g) any other device operating on a home area network created by a SMETS1 CHF.

SMETS1 Device Model

means the Device Model of a Device which complies with the requirements of SMETS1 (or which, in combination with other Devices, complies with the requirements of SMETS1).

SMETS1 Eligible Product Combinations	has the meaning given to that expression in Section F2.10A (SMETS1 Lists).
SMETS1 ESME	means that part of a SMETS1 ESMS that is not a SMETS1 CH.
SMETS1 ESMS	has the meaning given to the expression 'ESMS' in SMETS1.
SMETS1 Future Dated Critical Service Request	means a SMETS1 Critical Service Request which contains an execution date-time which is in the future according to the DCC's time.
SMETS1 GPF	means that part of a SMETS1 GSMS that is not a SMETS1 CHF and is powered by mains electricity. For the avoidance of doubt, a SMETS1 GPF excludes any SMETS1 GSME.
SMETS1 GSME	means that part of a SMETS1 GSMS that is not a SMETS1 CH.
SMETS1 GSMS	has the meaning given to the expression 'GSMS' in SMETS1.
SMETS1 IHD	has the meaning given to the expression 'IHD' in SMETS1.
SMETS1 Installation	means a SMETS1 CHF installed in respect of an Energy Consumer's premises, the SMETS1 GPF which is part of the same SMETS1 CH, the SMETS1 ESME with which the SMETS1 CHF can communicate, and the set of other Devices (if any) which are authorised to communicate over the HAN to which the CHF controls access. The set of other Devices within a SMETS1 Installation shall include at most one SMETS1 GSME,

at most one SMETS1 PPMID, at most one SMETS1 IHD and at most one SMETS1 CAD.

SMETS1 Pending Product Combinations Tests	has the meaning given to that expression in Section H14.36A (SMETS1 Pending Product Combinations Tests).
SMETS1 Pending Product Combinations	has the meaning given to that expression in Section F2.10A (SMETS1 Lists).
SMETS1 PPMID	means a SMETS1 IHD that is capable of upgrading its Firmware in response to an Instruction sent over the SMETS1 SM WAN.
SMETS1 Response	has the meaning given to that expression in the DCC User Interface Specification.
SMETS1 Service Provider	means the DCC when carrying out the role and activities ascribed to a SMETS1 Service Provider in this Code.
SMETS1 Service Request	has the meaning given to that expression in the DCC User Interface Specification.
SMETS1 Smart Metering System	means a Smart Metering System comprising SMETS1 Devices.
SMETS1 SMS	means a SMETS1 Smart Metering System.
SMETS1 SMSO	means a smart meter system operator that provides (or used to provide) some or all of the data and/or communications services in respect of SMETS1 Devices.
SMETS1 SM WAN	means the means by which the DCC sends, receives and conveys communications to and from some or all

SMETS1 CHF (which may differ between SMETS1 CHFs).

SMETS1 Supported Service Request	has the meaning given to that expression in the DCC User Interface Specification.
SMETS1 Supporting Requirements	means the SEC Subsidiary Document set out in Appendix AM.
SMETS1 Symmetric Key	means an Authentication Key or a symmetric key which is in either case used to process communications with SMETS1 Devices.
SMETS2+ Communications Hub	means a Communications Hub which is not a SMETS1 CH.
SMETS2+ Device	means a Device which is not a SMETS1 Device.
SMETS2+ Device Model	means a Device Model which is not a SMETS1 Device Model.
SMETS2+ SM WAN	means the means by which the DCC sends, receives and conveys communications to and from SMETS2+ Communications Hub Functions (which may differ from Region to Region).
S1SP	means the SMETS1 Service Provider.
S1SP Alert	has the meaning given to that expression in the DCC User Interface Specification.
SMI Status	means the status indicator of each Device recorded within the Smart Metering Inventory, which indicator may (as a minimum) be set to any one of the following: ‘pending’, indicating that the Device has not yet been Commissioned;

‘installed not commissioned’, indicating that the Device is ready to be Commissioned, but has not yet been Commissioned;

‘commissioned’, indicating that the Device has been Commissioned;

‘decommissioned’, indicating that the Device has been Decommissioned;

‘suspended’, indicating that the Device has been Suspended;

‘whitelisted’, indicating that a Device has been added to the Device Log of a Communications Hub Function but that communications between the Device and the Communications Hub Function may not yet have been established;

‘recovery’, indicating that the processing of communications destined for the Device has been disabled (other than for communications originated by the DCC) in accordance with the SMKI Recovery Procedure; or

(h) ‘recovered’, indicating that the Data comprising the Device Security Credentials have successfully been updated using Data from one or more OCA Certificates and/or Organisation Certificates for which DCC is the Subscriber as further described in the SMKI Recovery Procedure.

SMKI and Repository Entry Process Tests means the tests described in Section H14.22 (SMKI and Repository Entry Process Tests).

SMKI and Repository Test Scenario Document means the SEC Subsidiary Document of that name set out in Appendix K, which is originally to be developed

pursuant to Section T6 (Development of Enduring Testing Documents).

SMKI and Repository Testing means the testing described in Section T5 (SMKI and Repository Testing).

SMKI Code of Connection means the SEC Subsidiary Document of that name set out in Appendix N, which:

has the purpose described in Section L4.5 (SMKI Code of Connection); and

is originally to be developed pursuant to Sections L4.6 to L4.7 (SMKI Interface Document Development).

SMKI Compliance Policy means the SEC Subsidiary Document of that name set out in Appendix C.

SMKI Document Set has the meaning given to that expression in Section L9.3 (the SMKI Document Set).

SMKI Independent Assurance Scheme has the meaning given to that expression in Part 2.1 of the SMKI Compliance Policy (DCC: Duty to Submit to an SMKI Independent Assurance Scheme).

SMKI Interface Design Specification means the SEC Subsidiary Document of that name set out in Appendix M, which:

has the purpose described in Section L4.4 (SMKI Interface Design Specification); and

is originally to be developed pursuant to Sections L4.6 to L4.7 (SMKI Interface Document Development).

SMKI Participants means the DCC (acting in its capacity as the provider of the SMKI Services), all Authorised Subscribers and all Relying Parties.

SMKI PMA	means the Sub-Committee of that name established pursuant to Section L1 (SMKI Policy Management Authority).
SMKI PMA (Network) Member	has the meaning given to that expression in Section L1.8 (Membership of the SMKI PMA).
SMKI PMA (Supplier) Members	has the meaning given to that expression in Section L1.6 (Membership of the SMKI PMA).
SMKI PMA Chair	has the meaning given to that expression in Section L1.5 (Membership of the SMKI PMA).
SMKI PMA Member	has the meaning given to that expression in Section L1.3 (Membership of the SMKI PMA).
SMKI Recovery Key Guidance	has the meaning given to that expression in Section L10.9 (The SMKI Recovery Key Guidance).
SMKI Recovery Procedure	means the SEC Subsidiary Document of that name set out in Appendix L, which: has the purpose described in Section L10.1 (The SMKI Recovery Procedure); and is originally to be developed pursuant to Sections L10.7 to L10.8 (SMKI Recovery Procedure: Document Development).
SMKI Registration Authority Policies and Procedures (or SMKI RAPP)	means the SEC Subsidiary Document of that name set out in Appendix D, which is originally to be developed pursuant to Sections L9.5 to L9.6 (the Registration Authority Policies and Procedures: Document Development).
SMKI Repository	has the meaning given to that expression in Section L5.1 (the SMKI Repository).

SMKI Repository Code of Connection	<p>means the SEC Subsidiary Document of that name set out in Appendix P, which:</p> <p>has the purpose described in Section L6.5 (SMKI Repository Code of Connection); and</p> <p>is originally to be developed pursuant to Sections L6.6 to L6.7 (SMKI Repository Interface Document Development).</p>
SMKI Repository Interface	<p>has the meaning given to that expression in Section L6.3 (the SMKI Repository Interface).</p>
SMKI Repository Interface Design Specification	<p>means the SEC Subsidiary Document of that name set out in Appendix O, which:</p> <p>has the purpose described in Section L6.4 (SMKI Repository Interface Design Specification); and</p> <p>is originally to be developed pursuant to Sections L6.6 to L6.7 (SMKI Repository Interface Document Development).</p>
SMKI Repository Service	<p>has the meaning given to that expression in Section L5.2 (the SMKI Repository Service).</p>
SMKI SEC Documents	<p>has the meaning given to that expression in Section L9.4 (the SMKI SEC Documents).</p>
SMKI Service Interface	<p>has the meaning given to that expression in Section L4.3 (the SMKI Service Interface).</p>
SMKI Services	<p>has the meaning given to that expression in Section L3.1 (the SMKI Services).</p>
SMKI Specialist	<p>means an individual (rather than a body corporate, association or partnership) to be appointed and remunerated under a contract with SECCo, who:</p>

has experience and expertise in public key infrastructure arrangements;

is sufficiently independent of any particular Party or RDP, or class of Parties or RDPs, and of the Independent SMKI Assurance Service Provider; and

is chosen by the SMKI PMA Chair from time to time.

SOC2

means the Service Organisation Control 2 standard, as defined by the American Institute of Certified Public Accountants.

Solution Architecture Information

means a description of the overall technical architecture of the DCC Systems (or any part thereof) in more detail than the Technical Architecture Document so as to describe the individual components of the DCC Systems (including hardware and software) and how they interface with the User Systems.

SPAA

means the Supply Point Administration Agreement established pursuant to the Gas Supply Licences.

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.

Special Second-Fuel Installation

means, in the case of a premises for which there is both an Electricity Smart Meter and a Gas Smart Meter, where on the installation of the second of those two meters to be installed it was necessary to replace the Communications Hub relating to the first of those two meters to be installed because that Communications Hub was not able to serve the second of those two meters to be installed (with the consequence that the

Communications Hub that is replaced is removed from the premises and returned to the DCC).

Special WAN-Variant Installation

means that the DCC requests (in accordance with the Incident Management Policy) that a Supplier Party replaces an installed Communications Hub with a Communications Hub of a different WAN Variant to the installed Communications Hub, with the consequence that the Communications Hub that is replaced is removed from the premises and returned to the DCC.

Specimen Accession Agreement

means the specimen form of agreement set out in Schedule 2.

Specimen Bilateral Agreement

means the specimen form of agreement set out in Schedule 3.

Specimen Enabling Services Agreement

means the form of specimen agreement set out in Schedule 7 (Specimen Enabling Services Agreement).

SRT Approach Document

has the meaning given to that expression in Section T5.5 (SRT Approach Document).

SRT Objective

has the meaning given to that expression in Section T5.2 (SRT Objective).

SSI Baseline Requirements Document

means a document produced and maintained by the DCC in accordance with the Self-Service Interface Access Control Specification.

SSI Change Governance Process

means a document established under Section H8.15A (Self-Service Interface) and contains the governance arrangements for making changes to the Self-Service Interface.

Stage 1 Assurance Report	has the meaning given to that expression in Part 4.4 of the SMKI Compliance Policy (Nature of the Initial Assessment).
Stage 2 Assurance Report	has the meaning given to that expression in Part 4.6 of the SMKI Compliance Policy (Nature of the Initial Assessment).
Statement of Service Exemptions	means a statement of that name developed by the DCC in accordance with Condition 17 of the DCC Licence.
Sub-Committee	has the meaning given to that expression in Section C6 (Sub-Committees).
Sub GHz Alert	Has the meaning given to 'Sub GHz Alert' in the GB Companion Specification.
Sub GHz Available Channels	Has the meaning given to 'Sub GHz Available Channels' in the GB Companion Specification.
Subject	in relation to a Certificate, has the meaning given to that expression in the relevant Certificate Policy.
Sub-Processor	means, in respect of a Party which Processes Personal Data obtained pursuant to this Code as a Data Processor, any person which Processes such Personal Data on behalf of such Party.
Subscriber	means, in relation to any Certificate, SECCo, a Party or an RDP which has been Issued with and accepted that Certificate, acting in its capacity as the holder of the Certificate.

Subscriber Obligations	means the provisions in respect of Subscribers set out at Section L11 of the Code (the Subscriber Agreement Obligations).
Sub-Version	<p>in relation to:</p> <p>a Technical Specification, has the meaning given to that expression in Section A3.5(b) (Versions of the Technical Specifications); and</p> <p>the GBCS or CPA Security Characteristics, has the equivalent meaning, in accordance with and subject to the provisions of Section A3.27 (GB Companion Specification and CPA Security Characteristics).</p>
Successfully Executed	<p>means:</p> <p>in respect of a Command and a Device, that the action that a Command of the relevant type is designed to effect in respect of a Device of the relevant Device Type has been effected on the Device;</p> <p>in respect of a Service Request and a Device, that the associated Command has been Successfully Executed on the Device as described in (a) above (or, in the case of Service Requests that are not designed to result in a Command, that the action that a Service Request of the relevant type is designed to effect has been effected); or</p> <p>in respect of a SMETS1 Service Request and a Device, that the Equivalent Steps have been successfully carried out.</p>

Successor Licensee	has the meaning given to that expression in Section M9.2 (Application and Interpretation of Section M9).
Supplementary Remote Party	has the meaning given to that expression in the GB Companion Specification.
Supplier Party	means a Party that is an Electricity Supplier Party and/or a Gas Supplier Party.
Supply Meter Point	has the meaning given to that expression in the UNC.
Supply Meter Point Reference Number	has the meaning given to that expression in the UNC.
Supply Number	has the meaning given to that expression in the MRA.
Supply of Energy	means either or both of the supply of gas pursuant to the Gas Act and the supply of electricity pursuant to the Electricity Act (in each case within the meaning that is given to the expression “supply” in the respective Act).
Supply Sensitive Check	means a check carried out by a User in relation to a Supply Sensitive Service Request in order to confirm the intention of the User that the associated Command(s) should be executed on the relevant Device, having regard to the reasonably foreseeable effect that the Command(s) could have on the quantity of gas or electricity that is supplied to a consumer at premises.
Supply Sensitive Service Request	means any Service Request in respect of which it is reasonably foreseeable that the associated Command(s), if it were to be executed on the relevant Device, could affect (either directly or indirectly) the

quantity of gas or electricity that is supplied to a consumer at premises.

Suspended

means, in respect of a Device, that the Device has been suspended (or deemed suspended) in accordance with Section H6.10 (Suspension); and the word “**Suspension**” shall be interpreted accordingly.

Symmetric Key

means any key derived from a Shared Secret in accordance with the GB Companion Specification

System

means a system for generating, sending, receiving, storing (including for the purposes of Back-Up), manipulating or otherwise processing electronic communications, including all hardware, software, firmware and Data associated therewith.

System Development Lifecycle

means, in relation to any System, the whole of the life of that System from its initial concept to ultimate disposal, including the stages of development, design, build, testing, configuration, implementation, operation, maintenance, modification and decommissioning.

Systems Integration Testing

means the testing described in Section T2 (Systems Integration Testing).

Tailored Assurance Service (CTAS)

means the scheme of that name which is administered by NCSC, or any successor to that scheme.

Target Availability Period

means, in relation to the Self-Service Interface, a period of time in respect of each month, expressed in minutes and calculated as:

the total number of minutes in that month,
minus

the number of minutes during which the relevant DCC Service Provider has, acting in compliance with Sections H8.2 and H8.3 (Maintenance of the DCC Systems), arranged for the Self-Service Interface to be unavailable during that month for the purposes of Planned Maintenance.

Target Resolution Time has the meaning given to that expression in Section H9.1 (Incident Management Policy).

Target Response Time has the meaning given to that expression in Section H3.14 (Target Response Times) or L8 (SMKI Performance Standards and Demand Management).

Target Service Level means, in respect of each Performance Measure, the number or percentage intended to represent a reasonable level of performance for the activity which is the subject of the Performance Measure, as set out in:

Section D11.1 (Code Performance Measures);

Section H13.1 (Code Performance Measures);

the Reported List of Service Provider Performance Measures; or

Section L8.6 (Code Performance Measures).

TCH Participant has the meaning given to that expression in Section F10.5 (Provision of Test Communications Hubs).

Technical Architecture and Business Architecture Sub-Committee means the Sub-Committee established pursuant to Section F1 (Technical Architecture and Business Architecture Sub-Committee).

Technical Architecture Document means a document setting out a representation of the End-to-End Technical Architecture.

Technical Specifications	Code means the Technical Specifications, the GB Companion Specification, the DCC Gateway Connection Code of Connection, the DCC User Interface Code of Connection, the DCC User Interface Specification, the Self-Service Interface Access Control Specification, the SSI Baseline Requirements Document, the Self-Service Interface Code of Connection, the Registration Data Interface Documents, the Message Mapping Catalogue, the Incident Management Policy, the DCC Release Management Policy, the SEC Release Management Policy, the SMKI Interface Design Specification, the SMKI Code of Connection, the SMKI Repository Interface Design Specification, the SMKI Repository Code of Connection, and the SMETS1 Supporting Requirements.
Technical Specification	means each of the CHTS and the SMETS.
Test Certificate	means a certificate that simulates the function of a Certificate for the purpose of testing pursuant to this Code.
Test Communications Hub	means: <p style="margin-left: 40px;">until such date as the DCC may determine (or such earlier date as the Secretary of State may designate for the purposes of this definition), a Prototype Communications Hub; and</p> <p style="margin-left: 40px;">(b) after such date, a device that is equivalent to a SMETS2+ Communications Hub but which contains such variations in functionality as the DCC reasonably considers appropriate to enable the device to be used for the purposes of testing, which device is provided (or to</p>

be provided) for the purpose of testing as described in Section F10 (Test Communications Hubs).

Test Repository

means a repository that simulates the function of the SMKI Repository for the purpose of testing pursuant to this Code.

Test Stubs

means Systems and actions which simulate the behaviour of Devices and User Systems.

Testing Issue

means, in respect of any tests:

anything that is preventing the execution of the tests; or

(b) once commenced or executed, the test has an unexpected or unexplained outcome or response.

Testing Objectives

means one or more of the SIT Objective and the Interface Testing Objective.

Testing Participant

means, in respect of each Testing Service, the persons (whether or not they are Parties) who are entitled to undertake such tests, as described in Section H14 (Testing Services), together with any other persons identified as such in Section T (Testing During Transition).

Testing Service

has the meaning given to that expression in Section H14.1 (General Testing Requirements).

**Threshold
Detection**

Anomaly

means the DCC processes which:

in respect of any User ID used by a User in one or more of its User Roles, detect whether the total number of communications (in general or of a particular type) sent, received or processed by the DCC in relation to that

User ID exceeds the relevant Anomaly Detection Threshold;

in respect of the DCC (including when acting as a DCO or a SMETS1 Service Provider), detect whether:

the total number of communications of a particular type generated sent, received or processed by the DCC in relation to all Users and the CoS Party exceeds the relevant Anomaly Detection Threshold; and

a data value within a communication of a particular type sent, received or processed by the DCC in relation to a User exceeds or is less than the relevant Anomaly Detection Threshold; and

(c) quarantine those communications (other than in the case of Threshold Anomaly Detection applied by a DCO) that, in the case of paragraph (a) or (b)(i) above, are in excess of the relevant Anomaly Detection Threshold or, in the case of paragraph (b)(ii) above, contain a data value that exceeds or is less than the relevant Anomaly Detection Threshold.

Threshold Detection Procedures	Anomaly	means the SEC Subsidiary Document of that name set out in Appendix AA, which has the purpose described in Section G6.1 (Threshold Anomaly Detection Procedures).
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Transform	means, in respect of a Service Request in relation to a Device, the conversion of that Service Request into one or more corresponding Commands (less any required Message Authentication Code or Digital Signatures), where such correspondence is identified in the DCC User Interface Specification in respect of particular
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types of Service Request and particular Device Types; and “**Transformed**” shall be interpreted accordingly.

Transition and Migration Approach Document

means the SEC Subsidiary Document set out in Appendix [TBC].

Transition Objective

has the meaning given to that expression in Section X1 (General Provisions Regarding Transition).

Transport Layer Security

means TLS 1.2 as defined in the Internet Engineering Task Force (IETF) Request For Change (RFC) 5246 or any equivalent to that document which updates or replaces it from time to time.

TS Applicability Tables

means the document set out in Schedule 11 which has the content described at Section A3.33 (The TS Applicability Tables).

Type 1 Device

means a HAN Connected Auxiliary Load Control Switch or a Pre-Payment Meter Interface Device.

Type 2 Device

has the meaning given to that expression in the SMETS (or given to the expression 'Consumer Device' in the SMETS1).

Type 2 Device (Other)

means a Type 2 Device that is not an IHD.

UKAS

means the United Kingdom Accreditation Service

Unambiguous Consent

means the explicit and informed consent of an Energy Consumer given to a User to undertake a specified action, and that consent shall not be treated as having been given explicitly unless the Energy Consumer has:

of his or her own volition, communicated to the User a request for it to undertake that action; or

in response to a specific request by the User for him or her to indicate consent to it undertaking that action, taken a positive step amounting to a clear communication of that consent.

UNC	means the Uniform Network Code established pursuant to the Gas Transporter Licences.
Unique Transaction Reference Number (UTRN)	has, where used in relation to a SMETS2+ Device, the meaning given to that expression in the GB Companion Specification; or, where used in relation to SMETS1 Device, has the meaning set out in SMETS1.
Unknown Remote Party	for SMETS2+ Devices, has the meaning given to that expression in the GB Companion Specification; and, for SMETS1 Devices, has the meaning set out in the SMETS1 Supporting Requirements.
Unplanned Maintenance	means, in respect of a month, Maintenance of the DCC Systems that was not planned prior to the start of that month and which disrupts, will disrupt, or poses a Material Risk of disruption to, provision of the Services (and, where it disrupts, will disrupt, or poses a Material Risk of disruption to, the provision of the Services in relation to Devices associated with Communications Hubs, at least 100,000 Communications Hubs are affected).
Unsecured Credit Factor	has the meaning given to that expression in Section J3.4 (Party's Unsecured Credit Factor).
Unsecured Credit Limit	has the meaning given to that expression in Section J3.3A (Party's Unsecured Credit Limit).

Upgrade Image	shall have the meaning given to that expression in the SMETS1 Supporting Requirements.
UPRN	means the unique property reference number (if any) recorded in respect of a premises so as to link the MPAN(s) and MPRN for that premises.
Urgent DCC Assessment	means a DCC Assessment in respect of an Urgent Modification Proposal.
Urgent Proposal	has the meaning given to that expression in Section D4.6 (Urgent Proposals).
User	means a Party that has completed the User Entry Process (and, in respect of Services available in accordance with this Code to Users acting only in one or more User Roles, a Party that has completed the User Entry Process for that User Role).
User Entry Process	means the process described in Section H1 (User Entry Process).
User Entry Process Tests	means the tests described in Section H14.13 (User Entry Process Tests).
User ID	means, in respect of a User and a User Role, one of the unique identification numbers accepted by the DCC in respect of that User and that User Role under Section H1.6 (User Roles and User IDs).
User Independent Security Assurance Service Provider	has the meaning given to that expression in Section G8.1 (Procurement of the Independent Security Assurance Service Provider).
User Personnel	means those persons who are engaged by a User, in so far as such persons carry out, or are authorised to carry

out, any activity in relation to the business of the User in the exercise of rights and compliance with obligations under this Code.

User Privacy Self-Assessment has the meaning given to that expression in Section 12.12 (Categories of Assessment).

User Privacy Self-Assessment Report has the meaning given to that expression in Section 12.24 (The User Privacy Self-Assessment Report).

User Role means, in respect of the Service set out in the DCC User Interface Services Schedule and Elective Communication Services, one of the categories of User that is capable of being an Eligible User in respect of those Services (determined without reference to a particular Smart Metering System), and which comprise the following categories (construed without reference to a particular Smart Metering System): Import Supplier, Export Supplier, Gas Supplier, Electricity Distributor, Gas Transporter, Registered Supplier Agent and Other User.

User Security Assessment means either a Full User Security Assessment or a Verification User Security Assessment.

User Security Assessment Methodology means a methodology to be applied (as the case may be):

by the User Independent Security Assurance Service Provider in carrying out any User Security Assessment; or

by a User, in carrying out any User Security Self-Assessment,

in each case in accordance with the provisions of the Security Controls Framework applicable to the relevant category of security assurance assessment.

User Security Assessment Report has the meaning given to that expression in Section G8.22 (User Security Assessments: General Procedure).

User Security Assessment Response has the meaning given to that expression in Section G8.24 (User Security Assessments: General Procedure).

User Security Self-Assessment has the meaning given to that expression in Section G8.18 (Categories of Security Assurance Assessment).

User Systems means any Systems (excluding any Devices) which are operated by or on behalf of a User and used in whole or in part for:

constructing Service Requests;

sending Service Requests over the DCC User Interface;

receiving, sending, storing, using or otherwise carrying out any processing in respect of any Pre-Command or Signed Pre-Command;

receiving Service Responses or Alerts over the DCC User Interface;

generating Data for communication to the OCA, DCA, ICA or DCKICA, or receiving Data from the OCA, DCA, ICA or DCKICA (including any Systems which store or use Secret Key Material for such purposes) but excluding communications in relation to Devices that do not have an SMI Status of "commissioned" or "installed not commissioned"; and/or

generating any Unique Transaction Reference Number, and any other Systems from which the Systems used in whole or in part for the purposes set out in paragraphs (a) to (f) are not Separated.

UTC (Coordinated Universal Time)

means the prime standard by which clocks and time are regulated.

Valid Communications Hub Order

means the Consignment or Consignments which arise from a Communications Hub Order that has been accepted by the DCC under Section F5.16 or F5.17 (DCC: Duties in relation to Communications Hub Orders), and which have not been cancelled by the ordering Party in accordance with Section F5.19 (Non-Standard Cancellation of Consignments).

Validity Period

has the meaning given to that expression in any of the Certificate Policies or the DCCKI Certificate Policy.

Value at Risk

has the meaning given to that expression in Section J3.3 (Party's Value at Risk).

VAT

means VAT, as defined in the Value Added Tax Act 1994, and any tax of a similar nature which may be substituted for or levied in addition to it.

Verification User Security Assessment

has the meaning given to that expression in Section G8.17 (Categories of Security Assurance Assessment).

Verify

means, in respect of a Service Request or Signed Pre-Command, to confirm that it meets all the applicable requirements of the DCC User Interface Specification.

Version

in relation to:

a Technical Specification, has the meaning given to that expression in Section A3.2 (Versions of the Technical Specifications); and

the GBCS or CPA Security Characteristics, has the meaning given to that expression in Section A3.26 (GB Companion Specification and CPA Security Characteristics),

and in each case includes both the Principal Version and Sub-Version of that document.

Volume Scenarios

means the capacity levels to which the DCC Systems will be tested.

Voting Group

means, in respect of each Party Category, each Party that falls into that Party Category collectively with that Party's Affiliates (if any) who also fall into that Party Category.

WAN Variants

means the variations of SMETS2+ Communications Hub that are necessary to enable communications via the SMETS2+ SM WAN in each Region (and each part thereof that is not subject to the Statement of Service Exemptions).

Website

means a dedicated website established at the direction of the Panel for the purposes of this Code.

Wide Area Network (WAN) Provider

means the DCC, acting in the capacity and exercising the functions of the Known Remote Party role identified as such in the GB Companion Specification.

Working Day

means any day other than a Saturday, a Sunday, Christmas Day, Good Friday, or a day that is a bank

holiday within the meaning of the Banking and
Financial Dealings Act 1971.

Working Group

has the meaning given to that expression in Section
D6.2 (Establishment of a Working Group).

**Working Group Terms of
Reference**

has the meaning given to that term in Section D6.2
(Establishment of a Working Group).

Zigbee Alliance

means the association of that name administered by
ZigBee Alliance Inc (2400 Camino Ramon, Suite 375,
San Ramon, CA 94583, USA) (see - www.zigbee.org).

H16 INTEROPERABILITY CHECKER SERVICE

The Responsibility of Supplier Parties

H16.1 Each Supplier Party shall ensure that Energy Consumers at premises supplied by it with electricity and/or gas shall:

- (a) have access to the information described in Section H16.2;
- (b) be able to access that information in the manner described in Section H16.4; and
- (c) have such access in such manner during the period determined in accordance with Section H16.5.

H16.2 The information described in this Section (the "**Interoperability Data**") is, in respect of each premises, information as to:

- (a) whether the supply of electricity or the supply of gas (as determined by the request made by the Energy Consumer) to the premises is made through an Enrolled Smart Metering System; and
- (b) where either the supply of electricity or the supply of gas is made through an Enrolled Smart Metering System:
 - (i) whether the supply of other fuel is also made through an Enrolled Smart Metering System;
 - (ii) the name of the Electricity Supplier or the name of the Gas Supplier (or both as the case may be);
 - (iii) whether any such Enrolled Smart Metering System is a SMETS1 Smart Metering System or a SMETS2 Smart Metering System; and
 - (iv) where any such Enrolled Smart Metering System is SMETS1 Smart Metering System, the name of each electricity and/or gas supplier (as the case may be) which has notified the DCC that it is its policy, if it commences to supply premises at which a Smart Metering System of

that type is installed, to operate that Smart Metering System in Smart Mode.

H16.3 For the purposes of Section H16.2(b)(iv), the name of the electricity or gas supplier shall include, where applicable, any brand name that the electricity or gas supplier has notified to the DCC as a brand name that it uses in any communications with or to Energy Consumers.

H16.4 The Interoperability Data in respect of any premises shall be able to be accessed by each Energy Consumer at those premises on the request of that Energy Consumer, by means of remote communications, and free of charge.

H16.5 The Interoperability Data shall be capable of being accessed by an Energy Consumer:

(a) from any such date as may be specified in a direction issued by the Secretary of State to all Supplier Parties and the DCC;

(b) until any such date as may be specified in a further direction issued by the Secretary of State to all Supplier Parties and the DCC,

and for these purposes the Secretary of State may exercise the power to give a direction under Sections H16.5(a) and (b) more than once.

Provision of Data by Suppliers to the DCC

H16.6 For the purpose of establishing a record of the Interoperability Data referred to in Section H.16.2(b)(iv), each Supplier Party may provide the DCC, in such manner and in such form as may be specified by the DCC, with a statement which:

(a) is in respect of each type of Smart Metering System which at that time constitutes an Enrolled SMETS1 Smart Metering System at any premises;

(b) indicates whether the policy of that Supplier Party, if it commenced (at the date of the statement) to supply premises at which that type of Smart Metering System was installed, would be, subject to any exceptions identified by the Licensee in the statement, to operate it in Smart Mode; and

(c) is accurate and up to date.

H16.7 Where a Supplier Party provides a statement to the DCC in accordance with Section H16.6, it may also notify the DCC of any brand name (including where it works in partnership with a White Label Tariff Provider any brand name of the White Label Tariff Provider) it uses when engaging in activities that are directed at, or incidental to identifying and communicating with, Energy Consumers in relation to the supply of electricity or gas.

Obligations of the DCC

H16.8 On behalf of all Supplier Parties, and for the purpose of ensuring that each Supplier Party can discharge its responsibility under Section H16.1, the DCC shall provide a service to be known as the "**Interoperability Checker Service**", being a service:

(a) by means of which the Interoperability Data in respect of each premises to which gas and/or electricity is supplied shall be made available to Energy Consumers at those premises so that it may be accessed by each Energy Consumer on request and free of charge by means of remote communications; and

(b) that is provided during the period determined in accordance with Section H16.5.

H16.9 For the purpose of providing the Interoperability Checker Service in accordance with Section H16.8, the DCC shall enter into an agreement in accordance with Sections H16.10 to H16.12 with either:

(a) Citizens Advice and Citizens Advice Scotland; or

(b) such other person as may, in substitution for those named in paragraph (a), be specified in a direction issued by the Secretary of State to the DCC.

H16.10 The agreement referred to in Section H16.9 shall be an agreement under which the person identified in that Section shall, by means of:

(a) one or more dedicated pages on a website; or

(b) a dedicated smartphone or tablet application,

maintained by it or on its behalf, agree to provide a facility through which Energy Consumers may request and obtain the Interoperability Data via remote communications.

H16.11 The agreement referred to in Section H16.9 shall, as a minimum, contain terms which require that the facility provided under that agreement is designed to ensure that:

(a) any person requesting Interoperability Data shall be able to obtain the such data only on providing information that reasonably establishes that he or she is an Energy Consumer at the premises to which the Interoperability Data relates;

(b) appropriate safeguards are in place to ensure that Interoperability Data may be accessed only by individual Energy Consumers, and may not be accessed by means of software capable of making automated requests in respect of multiple premises;

(c) no Interoperability Data, or any information provided by Energy Consumers for the purposes of requesting the Interoperability Data, may be accessed, retained or processed by the person providing the facility:

(i) in such a manner as may be used to provide, or used in conjunction with the provision of, any other service by that person to an Energy Consumer; or

(ii) for any purpose other than ensuring the effective provision of the facility.

H16.12 A copy of the agreement entered into by the DCC in accordance with Section H16.9 shall, as soon as practicable after it has been entered into, be submitted by the DCC to the Secretary of State.

H16.13 The DCC shall have no liability to any Party where it provides (or does not provide) the Interoperability Checker Service in circumstances where it should not (or should) have done so, to the extent that the same arises due to inaccuracies in the Interoperability Data that are not caused by the DCC.

Provision of Data by the DCC to Suppliers

H16.14 The DCC shall provide Supplier Parties, in such manner and in such form as may be determined from time to time by the DCC, with a statement that sets out each particular type of SMETS1 Smart Metering System which at that time is or can become an Enrolled SMETS1 Smart Metering System.

Definitions

H16.15 For the purposes of this Section H16:

<u>Smart Mode</u>	<u>means, in respect of a Smart Metering System of a particular type, that a Supplier Party does or will, on a regular basis, send communications to and receive communications from that Smart Metering System by means of the DCC's Communications Services.</u>
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