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User Entry Process Guidance

Version 1.3

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Change History

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11/08/2017	SECAS	1.1	Document reviewed and updated
07/11/2017	SECAS	1.2	Included guidance provided by BEIS on SEC Party privacy obligations.
19/06/2018	SECAS	1.3	Document reviewed and updated.

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1. Purpose

The purpose of this document is to describe and provide guidance on the User Entry Process (UEP) as set out in Section H1 of the Smart Energy Code (SEC). For ease of reference, definitions from the SEC that are used throughout this document are provided in Appendix A.

This guidance document applies to all SEC Parties seeking to become a User of the DCC systems. It defines the User Entry Process each SEC Party must complete before they can become a DCC User and use the services provided over the DCC User Interface.

2. User Entry Process

2.1 Eligibility

All SEC Parties are eligible to complete the User Entry Process and become Users.

2.2 User Mandates

In order to implement the Smart Metering Implementation Programme (SMIP), the Secretary of State for Energy (SoS), directed that energy supply and distribution licences should include mandated dates by which time various industry participants must be capable of using DCC services. Not being a DCC user by the mandate deadline is a breach of licence conditions.

The DCC User mandate required that all active domestic energy suppliers had to become DCC Users by either 25th May 2017 (Large Suppliers) or 25th November 2017 (Other Suppliers). The mandate deadline for Non-Domestic Suppliers is 31st of August 2018. After this time **all** suppliers will need to be DCC users. There is a derogation whereby new entrants do not have to be DCC users until they leave Controlled Market Entry (CME). New entrants will have to get in touch with the [Ofgem Licensing team](#) for more information on the derogation.

The DCC User mandate required that all Electricity Distribution Network Operators were to be DCC Users by 12th November 2017.

Independent Electricity Distribution Network Operators (IDNOs) and Gas Network Operators do not currently have a DCC User Mandate.

2.3 Overview and Requirements

The User Entry Process sets out the activities that SEC Parties must complete to prove that they will be able to access Services using the DCC User Interface, in accordance with the requirements set out in the SEC Section H1: User Entry Process.

Under SEC Section H1.9, in order to start the User Entry Process to become a User in a particular User Role, Parties must notify SECAS.

SEC Section H1.10 states that each Party undertaking the User Entry Process is required to:

- receive confirmation from the DCC that a User ID for the User Role has been accepted;
- complete the required User Entry Process Tests for that User Role;

- demonstrate they meet the applicable security requirements via a Security Assessment;
- if undertaking the process to act as an Other User, demonstrate they meet the applicable privacy requirements via a Privacy Audit; and
- provide Credit Support or additional Credit Support as required by the DCC in accordance with Section J3.

2.4 Completing the User Entry Process Evidence

Under SEC Section H1.11, a Party will have successfully completed the User Entry Process for a particular User Role once SECAS have received and verified evidence showing completion of each necessary step as listed above.

To facilitate this process, SECAS have created the User Entry Process [Evidence Form](#). Once Parties have decided to seek SECAS validation of their User Entry Process status, Parties must email a completed copy of this form to secas@gemserv.com. The Parties must submit the evidence showing competition alongside the form. Further information of the evidence requirements, and example evidence, can be found on the User Entry Process Evidence Form itself.

Once the evidence has been reviewed and verified, SECAS will notify the Party, the DCC, Ofgem and SEC Panel, that the Party has successfully completed the User Entry Process for the relevant User Role(s).

3. User Roles

A User Role relates to the category of Eligible Users in respect of Services set out in the DCC User Interface Services Schedule and Elective Communication Services. The categories are as follows:

- Import Supplier (electricity)
- Export Supplier (electricity)
- Gas Supplier
- Electricity Distributor
- Gas Transporter
- Registered Supplier Agent
- Other User

An Export Supplier is a supplier purchasing electricity (for example through Feed in Tariff) and an Import Supplier is selling to a consumer. As specified in SEC Section H1.6 the Services a Party can access and receive relate to a specific User Role. In order to act in a given User Role, Parties must hold the relevant licences (Supply, Distribution and/ or Transportation) in place or be identified in the Registration Data as a Meter Operator or a Meter Asset Manager for at least one Meter Point Administration Number (MPAN) or Meter Point Reference Number (MPRN).

As such, the User Entry Process must be completed for each User Role a Party would like to operate in.

4. User IDs

SEC Section H 1.4 requires Parties to obtain an EUI-64 Compliant Identifier used to identify a User acting in a particular User Role. SECAS advises Parties of their allocated User ID upon completion of the SEC Accession process. Parties are required to propose to the DCC the User IDs that the Party would like to use for each User Role they wish to operate in. The same User ID cannot be used for more than one User Role, save for when a Party wishes to act in the User Roles of 'Import Supplier', 'Export Supplier' and 'Gas Supplier'.

5. User Entry Process Testing

5.1 Scope

The scope of the User Entry Process Testing (UEPT) required as part of the User Entry Process is set out in [Appendix R](#) - Common Test Scenarios Document (CTSD) and includes:

- Install and Commission: to test the ability of a User to install and commission devices;
- DCC User Interface Specification (DUIS) Service Requests: to test the ability to process Service Requests relevant to the User Role for which a Party is undertaking UEPT; and
- Self-Service Interface (SSI): to test the ability to access the SSI and process Alerts and Response Codes.

5.2 Timing

UEPT can be conducted at any time during the End-to-End Testing stage and thereafter, during the Enduring Testing stage. However:

Parties are required to provide 60 Working Days (WD) notice of the date upon which they want to conduct UEPT. The process that must then be followed is set out in the CTSD.

5.3 Costs

There are no costs associated with the conducting of UEPT, regardless of the point in time when the testing is undertaken and regardless of the category of Party undertaking the tests.

5.4 Entry Criteria

Each Party wishing to undertake UEPT must comply with the following criteria:

- the DCC must confirm with the Code Administrator that the Party requesting to commence UEPT has acceded to the SEC;
- the Party must have identified the User Roles for which it wishes to undertake UEPT;

- all relevant test artefacts (CTSD 5.4.2.) must have been produced by the Party and approved by the DCC;
- provide evidence that a test environment capable of supporting the planned testing has been established and is available;
- provide evidence that an appropriate level of resource is available to support the UEPT process;
- meet the security requirements set out in the Enduring Testing Approach Document;

5.3 UEPT Completion

The following steps must be undertaken during test completion by either the DCC or a Relevant Party;

- within 2 WD, the DCC must confirm receipt of the Test Completion Report to the Relevant Party;
- within 5 WD of receipt of the above notification the DCC must review the report and confirm to the Relevant Party that the UEPT(s) are concluded or that further testing is required;
- within 2 WD of a successful quality gate review meeting, the DCC must issue the relevant party with a test Completion Certificate;

Once the proceeding criteria have been met the Relevant party can exit from UEPT. For further details of the UEPT Exit Criteria see Section 5.6.2 of the CTSD. Parties that wish to dispute their testing results should refer to Section 10 of this document.

6. Security Assessment

In accordance with SEC Section G – Security, all SEC Parties are required to undergo an Initial Full User Security Assessment as part of the User Entry Process. SEC Parties will need to undertake a Security Assessment to have access to DCC Systems as set in Section G8 of the SEC.

Each User shall be independently assessed by the User Independent Security Assurance Service Provider and the Independent Privacy Auditor, collectively known as the User Competent Independent Organisation (User CIO). The User CIO, Deloitte, has been appointed by the SEC Panel to undertake security assessments on its behalf.

An Initial Full User Security Assessment conducted by the User CIO will identify the extent to which a SEC Party wishing to become a User is compliant with each of its obligations under SEC Sections G3 to G6 in each of the User Roles that it wishes to operate in. As stated above, each User shall be independently assessed by the User CIO to a pre-defined assessment cycle set out in the SEC. The assessment type and cycle vary by User Role type in both their approach and coverage of SEC obligations. The [Security Controls Framework](#) (SCF) is intended to provide support and guidance to all Parties involved in the User Security Assessment Process. The SCF can only be viewed once you have logged onto the SEC website.

For security, there is also an optional assessment known as the Optional Pre-Assessment (OPA) that Parties may wish to consider having. This additional assessment (which occurs before the Initial Full

User Security Assessment) has been established to give Parties a steer on the topics set out in the Agreed Interpretations (AIs).

There are a number of materials which should help SEC Party's understanding of the assessment process which can be found in the documents section of the [Security Assessments](#) page on the SEC website.

7. Privacy Assessment

SEC Section H1.10 (d) requires that each User operating in the 'Other User' User Role (including Suppliers that wish to operate as "Other User") undergoes a Privacy Assessment initially, as part of the User Entry Process. The Privacy Assessment is designed to assess the compliance of Other Users against the obligations set out in SEC Sections I1.2 to I1.5. SEC Section I1.2 states that each User operating in the 'Other User' User Role undergoes a cycle of Privacy Assessments, Users not acting in the role of 'Other User' are not required to go through this process. The process begins with a full Privacy Assessment undertaken by an Independent Privacy Auditor. Subsequent assessments are to be in accordance with a three-year assessment cycle, which is as follows; Privacy Self-Assessment for the immediately following two years and a Full Privacy-Assessment in the next following year. Privacy Assessments are carried out by the same User CIO as the Security Assessments.

SEC Parties wishing to book a Privacy Assessment should complete the Privacy Assessment Application Form found on the [SEC Website](#) and submit it to the SECAS helpdesk, bearing in mind they should provide twelve weeks' notice and that Security and Privacy Assessments can be performed by the User CIO in parallel.

Following the completion of a Full Privacy Assessment, the SEC Panel shall assign the Party an assurance status. In order to complete the UEP, the Party's assurance status must be set to "Approved". Once the Assurance Status has been set, the Party will be notified. If the Assurance Status is "Approved", SECAS will update the Party's User Entry Process records. Further details on the assurance statuses is available in SEC Section I2.30 and the Privacy Controls Framework. The initial full assessment process may take approximately five to seven months to complete, including the aforementioned notification period, the assessment and any pre and post assessment activities. The timeframe may vary depending on the Party and the scope of their assessment. There are a number of materials which should aid SEC Parties understanding of the assessment process which can be found in the documents section of the [Privacy Assessments](#) page on the SEC website.

8. Privacy Impact Assessment

SEC Section H1.8 recommends that each Party undertakes a Privacy Impact Assessment in accordance with the Information Commissioner's guidance¹. This is separate from the Other User obligation to undertake the above-mentioned Privacy Assessment.

On 15th September 2017, the Department for Business, Energy and Industrial Strategy (BEIS) published an open letter to all SEC Parties to provide guidance on managing relevant data privacy

¹ Information Commissioner's Office - Conducting privacy impact assessments code of practice.

situations. This information is being provided in the UEP Guidance as required by SEC Section H1.8b(ii). The letter:

- reminds SEC Parties of some of their responsibilities under the Data Protection Act 1998;
- highlights some of the issues that may arise in situations where the bill-payer does not occupy the premises to which energy is supplied;
- encourages SEC Parties to take proactive steps to identify these situations and take appropriate action, which may include limiting the retrieval of detailed (i.e. half-hourly) energy consumption data.

The letter can be read [here](#).

9. Credit Support

Each Party is required to put in place a form of Credit Support in accordance with Section J3 (a Bank Guarantee, a letter of credit and/or a Cash Deposit) if their Credit Cover Requirement is over the Credit Cover Threshold. The value is determined by the DCC and will be notified to the Party.

- $\text{Credit Cover Requirement} = \text{Party's Value at Risk} - [\text{Party's Maximum Credit Value} \times \text{Party's Unsecured Credit Factor}]$
- Value at Risk = the sum of any unpaid DCC invoices and the costs a Party is likely to incur before the invoice is produced x the working capital adjustment;
- Unsecured Credit Limit = the Party's Maximum Credit Value X Party's Unsecured Credit Factor;
- a Party's Unsecured Credit Cover Factor is a percentage of the party's Maximum Credit Value determined by the Party's Recognised Credit rating or Credit Assessment Score;
- a Party's Maximum Credit Value is provided in a Credit Assessment performed by a Credit Assessor.

10. Disputes

Under Section H1.13, Parties are entitled to raise a dispute concerning:

- unsuccessful completion of the User Entry Process Tests for that User Role in accordance with the procedure set out in SEC Section H14 'Testing Services';
- meeting the applicable security requirements in accordance with the procedure set out in SEC Section G8 'User Security Assurance';
- (in the case of Other Users) meeting the applicable privacy requirements in accordance with the procedure set out in SEC Section I2 'Other User Privacy Audits'; or

- the required level of Credit Support in accordance with the procedure set out in SEC Section J3.15 'Disputes'

Under these circumstances, the Party may refer the matter to the SEC Panel for a determination. Should the Party disagree with the SEC Panel's determination, the Party may refer the matter to Ofgem for final determination.

11. Relevant Documentation

Further information on the User Entry Process can be found on:

- [the SEC Website – which offers SEC Section and general guidance.](#)
- [Appendix R - the Common Test Scenarios Document – which sets out the scenarios for testing the use of the Self-Service Interface and the DCC User Interface and the entry requirements for the execution of those tests.](#)
- [The DCC have created the End-to-End Testing Approach Document – which sets out the manner in which UEPT and Device and User System Tests are to be provided during End-to-End Testing.](#)
- [Appendix J - the Enduring Testing Approach Document – which sets out how and in what circumstances Testing Services are to be provided; and](#)
- [The DCC have created the Guide for Testing Participants – which offers information on testing service provided by the DCC during Transitional Testing and sets out what Parties are eligible for which Testing Services, and on what basis.](#)

12. Contact Us

The SEC Party Support Analyst Service was created to support SEC Parties in understanding their rights and obligations in relation to the Code. The service provides a central point of contact to support SEC Party's queries regarding the SEC, and support Parties as they go through the User Entry Process. To contact the Party Support Analysts, see the following contact details.

Large Suppliers

Courtney O'Connor

Courtney.OConnor@gemserv.com

+44 (0)20 7191 1540

Small Suppliers

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Stephen.Blann@gemserv.com

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Network Parties

Huw Exley

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Other SEC Parties

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Alternatively, for any general queries you can contact the SECAS Helpdesk on:

Tel: 020 7090 7755

Email: secas@gemserv.com

Appendix A

	Definition
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.
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.
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).
Unsecured Credit Factor	has the meaning given to that expression in Section J3.4 (User's Credit Cover 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).
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.
Dispute	means any dispute or difference (of whatever nature) arising under, out of or in connection with this Code and/or any Bilateral Agreement.
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).
End-to-End Testing	means the testing described in Section T4 (End-to-End Testing).
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).
Full User Security Assessment	has the meaning given to that expression in Section G8.16 (Categories of Security Assurance Assessment).
Information Commissioner	means the Commissioner, as defined in the Data Protection Act.
Large Supplier Party	means a Supplier Party that is not a Small Supplier Party.
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.
Maximum Credit Value	has the meaning given to that expression in

	Definition
	Section J3.3B (Party's Maximum Credit Value). Each Party's "Maximum Credit Value" is the amount recommended by one of the credit assessment companies identified in Section J3.8 as the maximum amount a creditor should have outstanding to the Party at any one time (subject to Section J3.9(d)). To the extent that a Party's Unsecured Credit Factor is determined by reference to its guarantor's Recognised Credit Rating or Credit Assessment Score (as described in Sections J3.6 or J3.7), then the guarantor's Maximum Credit Value (rather than the Party's) shall be used to calculate the Party's Unsecured Credit Limit.
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.
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).
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).
SEC Panel	means the body established as such in accordance with Section C2.1 (Establishment of the SEC Panel).
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).
Privacy Assessment	means a Full Privacy Assessment, Random Sample Privacy Assessment or User Privacy Self-Assessment.
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).
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), or Section L (Smart Metering Key Infrastructure and DCC Key Infrastructure), including pursuant to Bilateral Agreements.

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