

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.
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 Proposal

has the meaning given to that expression in Section D6.15 (Alternative Proposals).

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:

- (a) 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;
- (b) in respect of the DCC (including when acting as a SMETS1 Service Provider), either:
 - (i) a number of communications within a period of time, where both that number

and the period of time are set by the DCC; or

- (ii) 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 A3.29(d) (GB Companion Specification and CPA Security Characteristics).

Applicant

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

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:

- (a) (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:

- (a) 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
- (b) 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).
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-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.
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 Products List

~~has the meaning given to that expression in Section F2.1 (Certified Products List)~~ means those entries on the Central Products List which identify SMETS2+ Device Models.

CESG

means the UK Government's national technical authority for information assurance.

CESG CHECK

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

CESG Listed Advisor Scheme (CLAS)

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

CESG Tailored Assurance Service (CTAS)

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

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, which document is originally to be developed pursuant to Section X8 (Developing CH Support Materials).
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, which document is originally to be developed pursuant to Section X8 (Developing CH Support Materials).
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).
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 Cryptographic Protection

means, in respect of any electronic Data, to check the Digital Signature(s) or Message Authentication Code within those Data (as applicable) using:

- (a) 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;
- (b) where applicable, the recipient's relevant Private Key; and
- (c) 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 either 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:

- (a) the Device has been commissioned in accordance with the Smart Metering Inventory Enrolment and Decommissioning Procedures or the Transition and Migration Approach Document; and
- (b) 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	<p>means a physical device that includes a Communications Hub Function together with a Gas Proxy Function; save that, when such expression is used in relation to the following provisions, such expression shall be interpreted in accordance with the definition of that expression in the DCC Licence:</p> <p>(a) the definitions of "CH Defect" and "Test Communications Hub"; and</p> <p>(b) Sections F5 (Communications Hub Forecasts & Orders), F6 (Delivery and Acceptance of Communications Hub Orders) and F10 (Test Communications Hubs).</p>
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	<p>means, in respect of each Communications Hub Finance Facility, that:</p> <p>(a) an acceleration of repayment of the indebtedness</p>

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

- (b) 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 Hub
Finance Costs**

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 Hub
Finance Facility**

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

means either a SMETS1 CHF; or that part of a device

Function	<p>installed (or to be installed) at a premises, which:</p> <p>(a) consists of the components or other apparatus identified in; and</p> <p>(b) as a minimum, has the functional capability specified by and complies with the other requirements of,</p> <p>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.</p>
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:

- (a) 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;
- (b) 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;
- (c) in relation to any Data, that the confidentiality, integrity or availability of that Data is adversely affected by the occurrence of any event;
- (d) 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;

- (e) in relation to any Certificate, that any of the following Private Keys is Compromised:
 - (i) the Private Key associated with the Public Key that is contained within that Certificate;
 - (ii) the Private Key used by the relevant Certification Authority to Digitally Sign the Certificate; or
 - (iii) 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
- (f) in relation to any DCCKI Certificate, that any of the following Private Keys is Compromised:
 - (i) the Private Key associated with the Public Key that is contained within that DCCKI Certificate;
 - (ii) the Private Key used by the DCCKICA to Digitally Sign the DCCKI Certificate; or
 - (iii) 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
- (g) 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:

- (a) 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:
 - (i) the path validation algorithm specified in IETF RFC 5280; or
 - (ii) 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):

- (a) the Parse and Correlate Software; or
- (b) 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 SMETS1 Alert

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

Countersigned SMETS1 Response

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 Service Request

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 CESG 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 Security Characteristics	means the documents published from time to time on the CESG 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: <ul style="list-style-type: none"> (a) 'Gas Smart Metering Equipment'; (b) 'Electricity Smart Metering Equipment'; (c) 'Communications Hubs'; (d) '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:

- (a) the inputs to which it would be computationally infeasible to determine from knowledge of its outputs; and
- (b) 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:

- (a) the secure storage of Secret Key Material; and
- (b) the implementation of Cryptographic Processing without revealing Secret Key Material.

Cryptographic Processing means the generation, storage 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 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 HV
Connection**

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 LV
Connection**

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 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**

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:

(a) 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:

(i) the part used for each other such purpose;
and

(ii) any part used for a purpose specified in
either paragraph (h) or (i) of the
definition of DCC Live Systems; or

(b) 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:

(i) the part used by each other SMETS1
Service Provider; and

(ii) 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

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

(i) the part used by each other DCO; and

(ii) 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:

(a) the DCC User Interface;

- (b) the Registration Data Interface;
- (c) the SMKI Repository Interface;
- (d) the SMKI Services Interface;
- (e) 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

DCC Live Systems

Electricity Act and section 7AB(2) of the Gas Act.

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 for the purposes of:

- (a) (other than to the extent to which the activities fall within paragraph (b), (c), (f) or (g) below) processing 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;
- (b) Threshold Anomaly Detection and (other than to the extent to which the activity falls within paragraph (d) or (f) below) Cryptographic Processing relating to the generation and use of a Message Authentication Code;
- (c) discharging the obligations placed on the DCC in its capacity as CoS Party;
- (d) providing SMKI Services;
- (e) the Self-Service Interface;
- (f) discharging the DCC's obligations under the SMKI Recovery Procedure; ~~and~~
- (g) the Production Proving Systems;~~;~~
- (h) discharging the obligations of any SMETS1 Service Provider in its capacity as such; and
- (i) discharging the obligations of any DCO in its capacity as such.

~~each of which shall be treated as an individual System~~

~~within the DCC Live Systems.~~

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 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 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, SM WAN and Communications Hubs except for those Communications Hubs which are:

(a) SMETS1 CHs;

~~(a)(b)~~ neither installed nor in the possession of the DCC; and/or

~~(b)(c)~~ 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: <ul style="list-style-type: none"> (a) has the purpose described in Section L13.14 (DCCKI Code of Connection); and (b) 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	means the SEC Subsidiary Document of that name set

Specification	<p>out in Appendix T, which:</p> <ul style="list-style-type: none"> (a) has the purpose described in Section L13.13 (DCCKI Interface Design Specification); and (b) 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 Procedures (or DCCKI RAPP)	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 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> <ul style="list-style-type: none"> (a) has the purpose described in Section L13.28 (DCCKI Repository Code of Connection); and

(b) is originally to be developed pursuant to Sections L13.29 to L13.30 (DCCKI Repository Interface Document Development).

DCCKI Repository Interface

has the meaning given to that expression in Section L13.26 (the DCCKI Repository Interface).

DCCKI Repository Interface Design Specification

means the SEC Subsidiary Document of that name set out in Appendix U, which:

(a) has the purpose described in Section L13.27 (DCCKI Repository Interface Design Specification); and

(b) is originally to be developed pursuant to Sections L13.29 to L13.30 (DCCKI Repository Interface Document Development).

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>(a) <u>in relation to a SMETS2+ Device,</u> the unique number by which an individual Device can be identified, as allocated to that Device in accordance with the applicable <u>version of the GB CompanionTechnical Specification</u>; or</p> <p>(b) <u>in relation to a SMETS1 Device, the unique number complying with the SMETS1 Supporting Requirements and by which the Device can be identified.</u></p>
Device Log	<p>means, in respect of a <u>SMETS2+</u> 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. <u>In respect of a SMETS1 Device, it shall have the meaning in the SMETS1 Supporting Requirements.</u></p>

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:-

(a) 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:-

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

Device Selection Methodology 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 means, in respect of any electronic Data, a digital signature generated using:

- (a) the entirety of those Data (excluding the digital signature itself and, to the extent specified in the code, any other parts of those Data);
- (b) a Private Key; and
- (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.

Digitally Signed

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).

Direct Agreement

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.

Disaster

means an event that causes one or more of the 'DCC Disaster Impacts' listed in the BCDR Procedure.

Dispute

means any dispute or difference (of whatever nature) arising under, out of or in connection with this Code and/or any Bilateral Agreement.

DLMS Certificates

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

DLMS User Association

means the association of that name located in Switzerland (see - www.dlms.com).

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).

Dual Band

has the meaning given to that expression in the CHTS.

Communications Hub

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 means a licence granted, or treated as granted, under

Licence	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	<p>means <u>either a SMETS1 ESME; or</u> a device installed (or to be installed) at a premises, which:</p> <ul style="list-style-type: none"> (a) consists of the components or other apparatus identified in; and (b) as a minimum, has the functional capability specified by and complies with the other requirements of, <p>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. Devices that meet the requirements of any Version of the SMETS with a Principal Version number of 1 are not currently included within this definition.</p>
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 Security Architecture	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 Technical
Architecture**

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

means in relation to a SMETS1 Device and/or a SMETS1 Service Request, those steps that are required to be taken such that:

- (a) the relevant Device is, or Data relating to it, are configured or reconfigured; or
- (b) Data that are stored on, or in relation to or generated by, that Device are retrieved,

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 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:

- (a) 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.
Fixed Charges	has the meaning given to that expression in the Charging Methodology.
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	<p>means <u>either a SMETS1 GPF; or</u> a Device installed (or to be installed) at a premises, which:</p> <ul style="list-style-type: none"> (a) consists of the components or other apparatus identified in; and (b) as a minimum, has the functional capability specified by and complies with the other requirements of, <p>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.</p>
Gas Smart Meter	<p>means <u>either a SMETS1 GSME; or</u> a device installed (or to be installed) at a premises, which:</p> <ul style="list-style-type: none"> (a) consists of the components or other apparatus identified in; and (b) 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. ~~Devices that meet the requirements of any Version of the SMETS with a Principal Version number of 1 are not currently included within this definition.~~

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

means a device installed (or to be installed) at a premises, which:

- (a) consists of the components or other apparatus identified in; and
- (b) as a minimum, has the functional capability specified by and complies with the other

requirements of,

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

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

means a device provided (or to be provided) at a premises, which is either a SMETS1 IHD; or:

- (a) consists of the components or other apparatus identified in; and
- (b) as a minimum, has the functional capability specified by and complies with the other requirements of,

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).

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

means, for a Smart Metering System or a Device and any period of or point in time:

- (a) 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
- (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.

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

means the SEC Subsidiary Document of that name set

Policy	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 G2.456(b) (Network Time).
Information Classification Scheme	means a methodology for: <ul style="list-style-type: none"> (a) 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 (b) 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:

- (a) Parties and the OCA and DCA; and
- (b) 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:

- (a) 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”);
- (b) calls a meeting for the purpose of passing a resolution for its winding-up, or such a resolution is passed;
- (c) presents, or has presented in respect of it, a petition for a winding-up order;
- (d) 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;
- (e) has an administrator, administrative receiver, or receiver appointed over all or a substantial part of its business, undertaking, property or assets;
- (f) takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it; or
- (g) 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 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).
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> <ul style="list-style-type: none"> (a) a Device Certificate or DCA Certificate, has the meaning given to that expression in Annex A of the Device Certificate Policy; (b) an Organisation Certificate or OCA Certificate, has the meaning given to that expression in Annex A of the Organisation Certificate Policy; (c) an IKI Certificate or ICA Certificate has the meaning given to that expression in the IKI Certificate Policy; (d) a DCKKI Certificate (including any DCKKICA Certificate) has the meaning given to that expression in the DCKKI Certificate Policy.
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	means, in respect of a Communications Hub:

- (a) where there is only one Responsible Supplier for the Communications Hub Function which forms part of that Communications Hub, that Responsible Supplier; or
- (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.

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 A3.19(b) (The Maintenance Validity Period).

Maintenance Start Date

has the meaning given to that expression in Section A3.19(a) (The Maintenance Validity Period).

Maintenance Validity Period

has the meaning given to that expression in Section A3.18 (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:

- (a) 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).
<u>Message Code</u>	<u>has the meaning given to that expression in the SMETS1 Supporting Requirements.</u>
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	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:

- (a) Section H13.1 (Code Performance Measures);
- (b) the Reported List of Service Provider Performance Measures; or
- (c) Section L8.6 (Code Performance Measures).

Modification Proposal has the meaning given to that expression in Section D1.2 (Modifications).

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 Report 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.

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 Service Request 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 Service Response 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).
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	has the meaning given to that expression in Section L9.14 (the Organisation Certification Practice

Organisation CPS)	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).

Panel Release Management Policy has the meaning given to that expression in Section D10.7 (Release Management).

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 A3.38 (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:

- (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 meaning given to that expression in Section D2.4 (Path 1 Modification: Authority-led).

Path 2 Modification has the meaning given to that expression in Section D2.6 (Path 2 Modification: Authority Determination).

Path 3 Modification has the meaning given to that expression in Section D2.7 (Path 3 Modification: Self-Governance).

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:

- (a) Section H13.1 (Code Performance Measures);
- (b) the Reported List of Service Provider Performance Measures; or

(c) 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) 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);
- (b) 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 DCC KI Certificate Policy.

Personnel Authentication has the meaning given to that expression in Annex A

Certificate Application	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; <u>a SMETS1 ESME;</u> 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 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).
Post Commissioning Information	has the meaning given to that expression in the Inventory Enrolment and Decommissioning Procedures.
PPMID	means a Prepayment Meter Interface Device.
PPMID Technical	means the part(s) of the SMETS identified as applying

Specification	to 'Pre-Payment Meter Interface Devices'.
Pre-Command	means a communication (other than a Service Response, <u>DCC Alert</u> 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 Interface Device	<p>means <u>either a SMETS1 PPMID; or</u> a device installed (or to be installed) at a premises, which:</p> <ul style="list-style-type: none"> (a) consists of the components or other apparatus identified in; and (b) 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.</p>
Principal User Security Obligations	has the meaning given to that expression in Section G1.7 (Obligations on Users).
Principal Version	<p>in relation to:</p> <ul style="list-style-type: none"> (a) a Technical Specification, has the meaning given to that expression in Section A3.5(a) (Versions of the Technical Specifications); and (b) the GBCS or CPA Security Characteristics, has the equivalent meaning, in accordance with and

subject to the provisions of Section A3.26 (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 or Technology Refresh	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 Proving Function	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 Proving Registration Data	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.
Projected Operational Service Levels	[TBC] [For a discussion of this term, please refer to the SEC3 Consultation Document.]
Proposer	has the meaning given to that expression in Section D1.3 (Persons Entitled to Propose Modification 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

means any Systems:

- (a) 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
- (b) which are used in whole or in part for:
 - (i) 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;

- (ii) 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),

and any other Systems from which the Systems described in paragraphs (a) and (b) are not Separated.

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 means each of the regions of Great Britain that are subject to different DCC Service Provider Contracts, and the region into which a premises (or future

potential premises) falls shall be:

- (a) identified insofar as reasonably practicable in a document published by the DCC (or the Panel on behalf of the DCC) from time to time; or
- (b) where a premises (or future potential premises) is not so identified, confirmed by the DCC on application of any Party or in response to the resolution of an Incident regarding the fact that a premises (or future potential premises) is not so identified,

and once a premises has been identified by the DCC as being in a particular region, the DCC shall not identify that premises as being in a different region (unless agreed by the Supplier Party or Supplier Parties Registered for the MPAN and/or MPRN at the premises and the Network Party or Network Parties for the network(s) to which the premises is, or is intended to be, connected).

Registered

means Registered, as defined in the MRA or the SPAA, as applicable (and “**Registration**” shall be interpreted accordingly).

Registered Supplier Agent

means, for a Smart Metering System or a Device and any period of or point in time, the User that is:

- (a) in the case of electricity, appointed as the Meter Operator in respect of the MPAN relating to that Smart Metering System or Device; or
- (b) in the case of gas, appointed as the Meter Asset Manager in respect of the MPRN relating to that Smart Metering System or Device,

(in either case) during that period of or at that point in time.

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:

- (a) 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 means the document which:

- (a) 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
- (b) 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,

as it may be modified from time to time in accordance with Section H13.2 (Service Provider Performance Measures).

Required Bank Rating

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):

- (a) “A-” by Standard & Poor’s Financial Services LLC;
- (b) “A3” by Moody’s Investors Services Inc; and/or
- (c) “A-” by Fitch Ratings Limited; and/or
- (d) “A(low)” by DBRS Ratings Limited.

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:

- (a) an MPAN, the Import Supplier for that Smart Metering System; and/or
- (b) 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 G7.16(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 Subsidiary Documents means each of the documents set out as such in the appendices to this Code.

SEC Variation Testing Approach Documents means the SEC Subsidiary Documents set out in Appendix AJ.

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:

- (a) any such material (and associated input parameters) to the extent that it is maintained on Devices;
- (b) any Digital Signature; and
- (c) 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 G7.16(a) (Duties and Powers of the Security Sub-Committee).

Security Obligations and Assurance Arrangements

means:

- (a) in the case of the DCC Total System, those requirements set out in Sections G2, G4 to G7 and G9;
- (b) in the case of User Systems, those requirements set out in Sections G3 to G8;
- (c) in the case of Smart Metering Systems comprising SMETS2+ Devices, those requirements set out in:

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

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

(d) in the case of SMETS1 Smart Metering Systems:

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

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

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

Security Requirements	means a document that: <ul style="list-style-type: none">(a) identifies the security controls that are considered appropriate to mitigate the security risks relating to the End-to-End Smart Metering System; and(b) 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 (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-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 Design 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> <ul style="list-style-type: none"> (a) where that Performance Measure relates to an activity that is performed on a number of separate occasions: <ul style="list-style-type: none"> (i) the number of occasions during the Performance Measurement Period on which that activity was performed in accordance with the relevant Service Level Requirement,

expressed as a percentage of, or a number in relation to:

- (ii) the total number of occasions during the Performance Measurement Period on which that activity was performed;
- (b) where that Performance Measure relates to an activity that is performed over a period of time:
 - (i) the period of time during the Performance Measurement Period on which that activity was performed, expressed as a percentage of:
 - (ii) 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:

- (a) 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 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 the reference number which identifies each type of DCC User Interface Service, as listed in the DCC User Interface Services Schedule.

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), ~~or~~ 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:

- (a) war, civil war, riot, civil commotion or armed conflict;
- (b) 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);
- (c) nuclear, chemical or biological contamination;
- (d) earthquakes, fire, storm damage or severe flooding (if in each case it affects a significant geographical area); and/or
- (e) 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 Resources

in relation to any User Systems, has the meaning given to that expression in Section G5.25 (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> <ul style="list-style-type: none"> (a) related to this Code (whether on its own or together with other Energy Codes); and (b) 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>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:

- (a) 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;
- (b) 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);
- (c) 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 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 <u>either or both of the SMETS1 SM WAN and/or the SMETS2+ SM WAN</u> , the means by which the DCC sends, receives and conveys communications to and from Communications Hub Functions.
SM WAN Coverage Database	means the information made available via the <u>SSI Self-Service Interface</u> 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 DCCKI 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.
<u>Smart Metering Equipment Technical Specifications 1</u>	<u>means the document(s) set out in Schedule 9 with a Principal Version number of 1.</u>
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"> (a) its Device Type; (b) its Device ID; (c) its Device Model (provided that no firmware version is needed for Type 2 Devices);

- (d) for Devices other than Type 2 Devices, its SMI Status, and the date from which that status has applied;
- (e) for Devices other than Type 2 Devices, its SMI Status history;
- (f) 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:

- (a) 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.

SMETS

means the Smart Metering Equipment Technical Specifications.

<u>SMETS1</u>	<u>means the Smart Metering Equipment Technical Specifications 1.</u>
<u>SMETS1 Alert</u>	<u>has the meaning given to that expression in the DCC User Interface Specification.</u>
<u>SMETS1 CH</u>	<u>means a physical device comprising a SMETS1 CHF and a SMETS1 GPF.</u>
<u>SMETS1 CHF</u>	<u>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.</u>
<u>SMETS1 Critical Service Request</u>	<u>means a Critical Service Request which is targeted at a SMETS1 Device and is a SMETS1 Service Request.</u>
<u>SMETS1 Device</u>	<u>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.</u>
<u>SMETS1 Device Model</u>	<u>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).</u>
<u>SMETS1 Eligible Product Combinations</u>	<u>has the meaning given to that expression in Section F2.10A (SMETS1 Lists).</u>
<u>SMETS1 ESME</u>	<u>means that part of a SMETS1 ESMS that is not a SMETS1 CH.</u>
<u>SMETS1 ESMS</u>	<u>has the meaning given to the expression 'ESMS' in</u>

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 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.

<u>SMETS1 Service Request</u>	<u>has the meaning given to that expression in the DCC User Interface Specification.</u>
<u>SMETS1 Smart Metering System</u>	<u>means a Smart Metering System comprising SMETS1 Devices.</u>
<u>SMETS1 SMS</u>	<u>means a SMETS1 Smart Metering System.</u>
<u>SMETS1 SMSO</u>	<u>means a smart meter system operator that provides (or used to provide) data and/or communications services in respect of SMETS1 Devices.</u>
<u>SMETS1 SM WAN</u>	<u>means the means by which the DCC sends, receives and conveys communications to and from some or all SMETS1 CHFs (which may differ between SMETS1 CHFs).</u>
<u>SMETS1 Supported Service Request</u>	<u>has the meaning given to that expression in the DCC User Interface Specification.</u>
<u>SMETS1 Supporting Requirements</u>	<u>means the SEC Subsidiary Document set out in Appendix AJ.</u>
<u>SMETS2+ Communications Hub</u>	<u>means a Communications Hub which is not a SMETS1 CH.</u>
<u>SMETS2+ Device</u>	<u>means a Device which is not a SMETS1 Device.</u>
<u>SMETS2+ Device Model</u>	<u>means a Device Model which is not a SMETS1 Device Model.</u>
<u>SMETS2+ SM WAN</u>	<u>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).</u>
<u>S1SP</u>	<u>means the SMETS1 Service Provider.</u>

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:

- (a) 'pending', indicating that the Device has not yet been Commissioned;
- (b) 'installed not commissioned', indicating that the Device is ready to be Commissioned, but has not yet been Commissioned;
- (c) 'commissioned', indicating that the Device has been Commissioned;
- (d) 'decommissioned', indicating that the Device has been Decommissioned;
- (e) 'suspended', indicating that the Device has been Suspended;
- (f) '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;
- (g) '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	<p>means the SEC Subsidiary Document of that name set out in Appendix N, which:</p> <ul style="list-style-type: none">(a) has the purpose described in Section L4.5 (SMKI Code of Connection); and(b) 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:

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

- (a) has the purpose described in Section L10.1 (The SMKI Recovery Procedure); and
- (b) 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**

means the SEC Subsidiary Document of that name set out in Appendix P, which:

- (a) has the purpose described in Section L6.5 (SMKI Repository Code of Connection); and
- (b) is originally to be developed pursuant to Sections L6.6 to L6.7 (SMKI Repository Interface Document Development).

SMKI Repository Interface

has the meaning given to that expression in Section L6.3 (the SMKI Repository Interface).

**SMKI Repository Interface
Design Specification**

means the SEC Subsidiary Document of that name set out in Appendix O, which:

- (a) has the purpose described in Section L6.4 (SMKI Repository Interface Design Specification); and
- (b) is originally to be developed pursuant to Sections L6.6 to L6.7 (SMKI Repository Interface Document Development).

SMKI Repository Service

has the meaning given to that expression in Section L5.2 (the SMKI Repository Service).

SMKI SEC Documents

has the meaning given to that expression in Section

L9.4 (the SMKI SEC Documents).

SMKI Service Interface has the meaning given to that expression in Section L4.3 (the SMKI Service Interface).

SMKI Services has the meaning given to that expression in Section L3.1 (the SMKI Services).

SMKI Specialist means an individual (rather than a body corporate, association or partnership) to be appointed and remunerated under a contract with SECCo, who:

- (a) has experience and expertise in public key infrastructure arrangements;
- (b) is sufficiently independent of any particular Party or RDP, or class of Parties or RDPs, and of the Independent SMKI Assurance Service Provider; and
- (c) 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).
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).
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

in relation to:

- (a) a Technical Specification, has the meaning given to that expression in Section A3.5(b) (Versions of the Technical Specifications); and
- (b) the GBCS or CPA Security Characteristics, has the equivalent meaning, in accordance with and subject to the provisions of Section A3.26 (GB Companion Specification and CPA Security Characteristics).

Successfully Executed

means:

- (a) 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; ~~or~~
- (b) 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-~~
- (c) in respect of a SMETS1 Service Request and a Device, that the Equivalent Steps have been successfully carried out.

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).

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:

- (a) the total number of minutes in that month,
minus
- (b) 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	<p>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:</p> <ul style="list-style-type: none">(a) Section H13.1 (Code Performance Measures);(b) the Reported List of Service Provider Performance Measures; or(c) 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 Code Specifications	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 Design

Specification, 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 Panel Release Management Policy, the SMKI Interface Design Specification, the SMKI Code of Connection, the SMKI Repository Interface Design Specification, ~~and~~ 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:

- (a) 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
- (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 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: <ul style="list-style-type: none"> (a) 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 Anomaly Detection	means the DCC processes which: <ul style="list-style-type: none"> (a) 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; (b) in respect of the DCC <u>(including when acting as an SMETS1 Service Provider)</u>, detect whether: <ul style="list-style-type: none"> (i) the total number of communications of a particular type sent, received or processed

by the DCC in relation to all Users and the CoS Party exceeds the relevant Anomaly Detection Threshold; and

- (ii) 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 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 Anomaly
Detection Procedures**

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).

~~(a) has the purpose described in Section G6.1 (Threshold Anomaly Detection Procedures); and~~

~~(b) is originally to be developed pursuant to Section X10 (Threshold Anomaly Detection Procedures).~~

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 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).

TS Applicability Tables

means the document set out in Schedule 11 which has the content described at Section A3.32 (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:

- (a) of his or her own volition, communicated to the User a request for it to undertake that action; or
- (b) 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 <u>(UTRN)</u>	has, <u>where used in relation to a SMETS2+ Device,</u> the meaning given to that expression in the GB Companion Specification; <u>or, where used in relation to SMETS1 Device, has the meaning set out in SMETS1.</u>
Unknown Remote Party	<u>for SMETS2+ Devices,</u> has the meaning given to that expression in the GB Companion Specification; <u>and, for SMETS1 Devices, has the meaning set out in the SMETS1 Supporting Requirements.</u>
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).
<u>Upgrade Image</u>	<u>shall have the meaning given to that expression in the SMETS1 Supporting Requirements.</u>
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 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 I2.12 (Categories of Assessment).
User Privacy Self-Assessment Report	has the meaning given to that expression in Section I2.24 (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	<p>means a methodology to be applied (as the case may be):</p> <ul style="list-style-type: none"> (a) by the User Independent Security Assurance Service Provider in carrying out any User Security Assessment; or (b) by a User, in carrying out any User Security Self-Assessment, <p>in each case in accordance with the provisions of the Security Controls Framework applicable to the relevant category of security assurance assessment.</p>
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:

- (a) constructing Service Requests;
- (b) sending Service Requests over the DCC User Interface;
- (c) receiving, sending, storing, using or otherwise carrying out any processing in respect of any Pre-Command or Signed Pre-Command;
- (d) receiving Service Responses or Alerts over the DCC User Interface;
- (e) generating Data for communication to the OCA, DCA, ICA or DCCKICA, or receiving Data from the OCA, DCA, ICA or DCCKICA (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
- (f) 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 <u>or Signed Pre-Command</u> , to confirm that it meets all the applicable requirements of the DCC User Interface Specification.
Version	<p>in relation to:</p> <ul style="list-style-type: none"> (a) a Technical Specification, has the meaning given to that expression in Section A3.2 (Versions of the Technical Specifications); and (b) the GBCS or CPA Security Characteristics, has the meaning given to that expression in Section A3.25 (GB Companion Specification and CPA Security Characteristics), <p>and in each case includes both the Principal Version</p>

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).

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).

A2 INTERPRETATION

A2.1 In this Code, unless the context otherwise requires, any reference to:

- (a) a “person” includes a reference to an individual, a body corporate, an association, a partnership or a Competent Authority;
- (b) the singular includes the plural, and vice versa;
- (c) a gender includes every gender;
- (d) a Section or Schedule is a reference (respectively) to the section of, or schedule to, this Code which bears the relevant letter, number or letter and number;
- (e) a numbered Paragraph or a numbered Clause is a reference to the paragraph or clause of the Schedule or Appendix in which such reference occurs;
- (f) a numbered Condition (with or without a letter) is a reference to the licence condition bearing that number (and, where relevant, letter) in the Energy Licence indicated (and, save in the case of the DCC Licence, is a reference to the standard licence conditions of that Energy Licence);
- (g) writing (or similar) includes all methods of reproducing words in a legible and non-transitory form (including email);
- (h) a day, week or month is a reference (respectively) to a calendar day, a week starting on a Monday, or a calendar month;
- (i) a time is a reference to that time in the UK;
- (j) any statute or statutory provision includes any subordinate legislation made under it, any provision which it has modified or re-enacted, and any provision which subsequently supersedes or re-enacts it (with or without modification);
- (k) an agreement, code, licence or other document is to such agreement, code, licence or other document as amended, supplemented, novated or replaced from time to time;
- (l) a Party shall include reference to that Party’s respective successors, (in the

case of the DCC) to the person to whom the DCC may novate its rights and obligations pursuant to Section M9 (Transfer of DCC Licence), and (as the context permits) reference to the respective persons to whom that Party may sub-contract or otherwise delegate its rights and/or obligations under this Code in accordance with Section M11.8 and M11.9 (which shall include, in the case of the DCC, reference to the DCC Service Providers);

- (m) any premises of a Party shall include references to any premises owned or occupied by that Party and (as the context permits) by the respective persons to whom that Party may sub-contract or otherwise delegate its rights and/or obligations under this Code in accordance with Section M11.8 and M11.9 (which shall include, in the case of the DCC, reference to the DCC Service Providers);
- (n) a Competent Authority or other public organisation includes a reference to its successors, or to any organisation to which some or all of its functions and responsibilities have been transferred; and
- (o) an expression that is stated to have the meaning given to it in an Energy Licence (other than the DCC Licence) is a reference to that expression as defined in the standard licence conditions for the Energy Licence indicated.

A2.2 The headings in this Code are for ease of reference only and shall not affect its interpretation.

A2.3 In this Code, the words preceding “include”, “including” or “in particular” are to be construed without limitation to the generality of the words following those expressions.

A2.4 The language of this Code is English. All notices and other communications sent between any of the Parties, the Panel, SECCo, the Code Administrator and the Secretariat shall be in English.

A2.5 Except where expressly stated to the contrary, in the event of any conflict between the provisions of this Code, the following order of precedence shall apply:

- (a) the Sections, as among which Section X (Transition) shall take precedence;

then

- (b) the Schedules; then
- (c) the SEC Subsidiary Documents.

A2.6 Except to the extent that any provision of Section T (Testing During Transition) otherwise provides (in which case that provision shall take precedence), Section A2.7 shall apply, during the period prior to Completion of Implementation, where initial capital letters are used for any expression in this Code that either is not defined in this Code or the definition of which cannot be given effect by reference to the provisions of this Code.

A2.7 Any expression of the type referred to in Section A2.6 shall be interpreted as having the meaning given to that expression in the decision or consultation document concerning the intended future definition of such expression most recently published by the Secretary of State prior to the date on which this Section A2.7 comes into force.

A2.8 Where no time period is specified for performance of any obligation under this Code, the obligation shall be performed as soon as reasonably practicable.

A2.9 Where any expression is defined both in Section A1 (Definitions) and in any Technical Specification:

- (a) the definition in the Technical Specification shall take precedence for the purposes of the Technical Specification; and
- (b) the definition in Section A1 shall take precedence for all other purposes

A2.10 For the purposes of Section A2.9, where the meaning of an expression is explained in any glossary (or equivalent section) contained within a Technical Specification, it shall be treated as an expression that is defined in that Technical Specification.

A2.11 Where any Data is:

- (a) embedded as a file within the electronic copy of any Technical Specification, the DCC User Interface Services Schedule or the Message Mapping Catalogue; and/or

(b) represented within the tangible copy of that document as being so embedded,

it shall be treated for all the purposes of this Code as an integral part of the content of that document.

A3 TECHNICAL SPECIFICATIONS, THE GB COMPANION SPECIFICATION AND THE CPA SECURITY CHARACTERISTICS

Introduction

A3.1 This Section A3 makes provision in relation to:

- (a) the maintenance in this Code of different versions of each of the Technical Specifications;
- (b) the relationship between each version of a Technical Specification and:
 - (i) the GB Companion Specification; and
 - (ii) the CPA Security Characteristics; and
- (c) the interpretation of the Code in respect of the Technical Specifications, GB Companion Specification, and CPA Security Characteristics.

Versions of the Technical Specifications

A3.2 Each Technical Specification may exist in more than one version (a “**Version**”).

A3.3 Each Version of a Technical Specification shall consist of two elements:

- (a) a Principal Version; and
- (b) a Sub-Version of that Principal Version.

A3.4 Each Version of a Technical Specification shall be identified by a numerical reference in a form equivalent to 'SMETS v 1.2', where:

- (a) the number before the decimal point identifies the Principal Version; and
- (b) the number after the decimal point identifies the Sub-Version.

A3.5 In respect of any Technical Specification:

- (a) the expression “**Principal Version**” shall be interpreted in accordance with Sections A3.6 to A3.7; and
- (b) the expression “**Sub-Version**” shall be interpreted in accordance with Sections A3.8 to A3.9.

The Principal Version

A3.6 Where a Technical Specification is amended in a manner that is entirely prospective, that amendment shall be made by creating a new Principal Version, and:

- (a) for this purpose a prospective amendment means one that does not require any change to be made to any Device or apparatus which is already installed;
- (b) in consequence a new Principal Version shall be taken to indicate amendments which have no retrospective effect.

A3.7 The first Principal Version of a Technical Specification shall be allocated the number 1, and subsequent Principal Versions of that Technical Specification shall be allocated sequential numbers in the chronological order in which they are created.

The Sub-Version

A3.8 Where any Principal Version of a Technical Specification is amended in a manner that is intended to have retrospective effect, that amendment shall be made by creating a new Sub-Version, and for these purposes:

- (a) a Sub-Version means a new form of the Principal Version to which it relates;
- (b) an amendment with retrospective effect means one that requires a change to be made to Devices or apparatus which are already installed.

A3.9 The initial form of a Principal Version of a Technical Specification shall be allocated the Sub-Version number of zero, and subsequent Sub-Versions shall be allocated sequential numbers, beginning with 1, in the chronological order in which they are created.

The Installation Validity Period

A3.10 Any Version of a Technical Specification may be assigned an Installation Validity Period.

A3.11 An “**Installation Validity Period**” means the period of time during which any Device or apparatus satisfying the requirements of that Version of the Technical Specification may be installed or provided.

A3.12 An Installation Validity Period shall:

- (a) commence on the “**Installation Start Date**” that is identified in relation to that Version of the Technical Specification in the TS Applicability Tables; and
- (b) end on any “**Installation End Date**” determined in accordance with Sections A3.13 to A3.15.

The Installation End Date

A3.13 In the case of each Version of the SMETS with a Principal Version number of 1, the Installation End Date shall, except where Section A3.14 applies, be the date which is identified in relation to that Version of the SMETS in the TS Applicability Tables (the “General Installation End Date”).

A3.14 This Section applies where a Derogation is granted to a Supplier Party in accordance with Section A4 (Derogation from SMETS1 General Installation End Date) and has not been revoked, in which case:

- (a) for the purposes of the installation or provision by or on behalf of that Supplier Party of any Device or apparatus; and
- (b) in so far as any conditions of that Derogation are satisfied,

the Installation End Date shall be the Alternative Installation End Date specified in the Derogation.

A3.15 In the case of each Version of the SMETS with a Principal Version number greater than 1, the Installation End Date shall be the date that may be identified in relation to that Version of the Technical Specification in the TS Applicability Tables.

A3.16 The Installation End Date of any Version of a Technical Specification may be later than the Installation Start Date of a Version that succeeds it, so that:

- (a) two or more Versions may be within their Installation Validity Periods at the same time; and
- (b) any Device or apparatus to which each such Version relates may be installed or provided in accordance with any such Version that is within its Installation

Validity Period at that time.

The Maintenance Validity Period

A3.17 Each Version of a Technical Specification shall be assigned a Maintenance Validity Period.

A3.18 A “**Maintenance Validity Period**” means the period of time during which a Device or other apparatus may be maintained in accordance with the requirements of that Version of the Technical Specification.

A3.19 A Maintenance Validity Period shall:

- (a) commence on the “**Maintenance Start Date**” that is identified in relation to that Version of the Technical Specification in the TS Applicability Tables; and
- (b) end on any “**Maintenance End Date**” that may be identified in relation to that Version of the Technical Specification in the TS Applicability Tables.

A3.20 The Maintenance End Date of any Version of a Technical Specification may be later than the Maintenance Start Date of a Version that succeeds it, so that:

- (a) two or more Versions may be within their Maintenance Validity Periods at the same time; and
- (b) any Device or apparatus to which each such Version relates may be maintained in accordance with any such Version that is within its Maintenance Validity Period at that time.

Versions in the Code

A3.21 The Schedule of the Code in which any Technical Specification is set out shall consist of a number of parts, each of which shall correspond to and comprise a Version of that Technical Specification, so that (for example) CHTS v 2.1 shall be set out at Schedule 10 Part 2.1.

A3.22 Each Version of a Technical Specification shall be retained in the relevant Schedule to the Code at all times during which it remains within its Installation Validity Period (if any) and/or its Maintenance Validity Period.

A3.23 Where, in respect of any Version of a Technical Specification:

- (a) no Installation Validity Period has been assigned, or any Installation Validity Period that was assigned has expired; and
- (b) the Maintenance Validity Period has expired,

that Version shall be deemed automatically to be deleted from the Code on the day immediately following whichever is the later of its Installation End Date (if any) or Maintenance End Date, and the part of the Schedule in which it is set out shall then automatically be marked 'Not Used'.

A3.24 The Code Administrator shall at all times maintain on the Website copies of those Versions of each Technical Specification which have been deleted from the Code in accordance with Section A3.23, together with a record of the Installation Start and End Dates (if any) and the Maintenance Start and End Dates relating to each such Version.

GB Companion Specification and CPA Security Characteristics

A3.25 The GB Companion Specification and the CPA Security Characteristics may each exist in more than one version (a “**Version**”).

A3.26 The provisions of Sections A3.3 to A3.9 shall apply to the GBCS and CPA Security Characteristics:

- (a) as if references in those Sections to a Technical Specification were references to each of those documents; and
- (b) in respect of the CPA Security Characteristics, so that:
 - (i) any reference in those Sections to the creation of a new Version by an amendment that requires a change to be made to a Device or apparatus which is already installed shall be read as if it were a reference to an amendment requiring the Device Model of a Device or apparatus which is already installed to be certified, on the expiry of its CPA Certificate, against the new Version of the CPA Security Characteristics; and

(ii) Section A3.38 shall be interpreted accordingly.

A3.27 The provisions of Sections A3.21 to A3.24 shall apply to the GBCS as if references in those Sections:

- (a) to a Technical Specification were references to the GBCS;
- (b) to an Installation Validity Period or Maintenance Validity Period were to an Applicability Period; and
- (c) to an Installation Start or End Date, or a Maintenance Start or End Date, were to the first and last dates of the Applicability Period.

A3.28 Each Technical Specification requires that the Device or other apparatus to which it relates must be compatible with a relevant Version of the GBCS.

A3.29 For these purposes:

- (a) the relevant Version of the GBCS in relation to any Version of a Technical Specification shall be deemed to be that which is specified in relation to it in the TS Applicability Tables;
- (b) more than one Version of the GBCS may be relevant to a Version of a Technical Specification at the same time;
- (c) a Version of the GBCS may be relevant to more than one Version of a Technical Specification at the same time;
- (d) a Version of the GBCS shall be relevant to a Version of a Technical Specification only during such period of time (in each case, an “**Applicability Period**”) as may be specified in the TS Applicability Tables.

A3.30 Each Version of the GBCS requires that the Device or other apparatus must be certified as compliant with a relevant Version of the CPA Security Characteristics.

A3.31 For these purposes:

- (a) the relevant Version of the CPA Security Characteristics in relation to any Version of the GBCS shall be deemed to be that which is specified in relation

to it in the TS Applicability Tables;

- (b) more than one Version of the CPA Security Characteristics may be relevant to a Version of the GBCS at the same time;
- (c) a Version of the CPA Security Characteristics may be relevant to more than one Version of the GBCS at the same time.

The TS Applicability Tables

A3.32 There shall be a document to be known as the “**TS Applicability Tables**”, which shall be set out at Schedule 11 to the Code following its initial designation in accordance with Section X5 (Incorporation of Certain Documents into this Code) by the Secretary of State in reliance on Section X5.4 (Other Technical Specifications), and shall:

- (a) in relation to each Technical Specification, list each of the Versions of that Technical Specification that have been produced;
- (b) in relation to each such Version of that Technical Specification, identify:
 - (i) any Installation Start Date that has been assigned to it;
 - (ii) in the case of each Version of the SMETS with a Principal Version number of 1, the General Installation End Date that has been assigned to it;
 - (iii) in the case of each other Version of the SMETS, any Installation End Date that has been assigned to it (or a statement that no such date has yet been determined);
 - (iv) the Maintenance Start Date;
 - (v) the Maintenance End Date (or a statement that no such date has yet been determined);
 - (vi) the relevant Version(s) of the GBCS;
 - (vii) any Applicability Period relating to any such relevant Version of the GBCS; and

- (c) in relation to each Version of the GBCS, identify the relevant Version(s) of the CPA Security Characteristics.

A3.33 The TS Applicability Tables shall be amended to ensure that it remains accurate and up-to-date:

- (a) on the designation or re-designation of a Technical Specification or the GBCS in accordance with Section X5 (Incorporation of Certain Documents into this Code), by the Secretary of State in reliance on Section X5.6 (Supplementary Provisions); and
- (b) as part of any modification of the Code which creates a new Version of any Technical Specification or of the GBCS in accordance with Section D (Modification Process).

A3.34 Where the TS Applicability Tables is amended (including by the means described in Section A3.33) the amendment may have retrospective effect, which is to say that any date specified in the TS Applicability Tables by virtue of that amendment may be a date which falls before the date on which the amendment was made.

A3.35 The information set out in the TS Applicability Tables shall be regarded as conclusive for all purposes of any question as to the:

- (a) Installation Validity Period of any Version of a Technical Specification other than in any case where both:
 - (i) it is a Version of the SMETS with a Principal Version number of 1; and
 - (ii) a Derogation has been granted to any Supplier Party in accordance with Section A4 (Derogation from SMETS1 General Installation End Date), and has not been revoked, specifying an Alternative Installation End Date in respect of that Version of the SMETS;
- (b) Maintenance Validity Period of any Version of a Technical Specification;
- (c) relevant Version(s) of the GBCS in relation to any Version of a Technical Specification;

- (d) Applicability Period of any Version of the GBCS; and
- (e) relevant Version(s) of the CPA Security Characteristics in relation to any version of the GBCS.

DCC User Interface Specification and Message Mapping Catalogue

A3.36 The DCC User Interface Specification may exist in more than one version.

A3.37 Where there is more than one version of the DCC User Interface Specification:

- (a) each such version shall contain a different version of the DUIS XML Schema (but a version of the DCC User Interface Specification may be modified, and its version number updated, without any corresponding change to the DUIS XML Schema);
- (b) there shall be, in respect of each such version, one or more corresponding versions of the Message Mapping Catalogue;
- (c) a User may submit any Service Request, in respect of which it is an Eligible User, in accordance with any version of the DCC User Interface Specification;
- (d) in accordance with the requirements of each version of the DCC User Interface Specification, each such Service Request must identify the version of the DUIS XML Schema in accordance with which it has been submitted;
- (e) any obligation on the DCC or any User in relation to any Service Request or associated communication shall be interpreted by reference to the provisions of the version of the DCC User Interface Specification that contains the DUIS XML Schema that is identified in that Service Request;
- (f) the obligation on the DCC at Section H11.1 (Parse and Correlate Software) to provide Parse and Correlate Software shall be interpreted as an obligation to provide a separate version of the Parse and Correlate Software in respect of each version of the DCC User Interface Specification (and each corresponding version of the Message Mapping Catalogue); and
- (g) any other obligation on the DCC under this Code in relation to the Parse and

Correlate Software shall be read as an obligation applying separately in respect of each such version of that software.

The Parse and Correlate Applicability Matrix

A3.38 There shall be a document to be known as the “**Parse and Correlate Applicability Matrix**”, which shall include:

- (a) a list of each of the versions of the Parse and Correlate Software that have been released; and
- (b) in relation to each such version of the Parse and Correlate Software:
 - (i) its version number;
 - (ii) the version(s) of the DCC User Interface Specification to which that version of the Parse and Correlate Software relates, and the version of the DUIS XML Schema which that version of the DCC User Interface Specification contains;
 - (iii) the version(s) of the Message Mapping Catalogue to which that version of the Parse and Correlate Software relates;
 - (iv) the version(s) of the GBCS to which that version of the Parse and Correlate Software relates.

A3.39 The Code Administrator shall:

- (a) maintain the Parse and Correlate Applicability Matrix to ensure that it remains accurate and up-to-date;
- (b) ensure that the latest version of the Parse and Correlate Applicability Matrix is published and available on the Website.

A3.40 The DCC shall ensure that the Code Administrator is provided with such information as it requires for the purpose of complying with Section A3.39.

Interpretation

A3.41 References in this Section A3 to amendments of a Technical Specification which do (or do not) require changes to be made to any Device or apparatus which is already installed shall be interpreted as references to the effect of those amendments on the duties of:

- (a) Electricity and Gas Supplier Parties in accordance with the standard conditions of the Energy Supply Licences; and
- (b) the DCC in accordance with the conditions of the DCC Licence.

A3.42 Where:

- (a) any provision of this Code relates to a Device or any communication to or from a Device; and
- (b) the application of that provision requires that reference is made to a Version of a Technical Specification,

the Version of that Technical Specification which shall be treated as applicable for that purpose shall be the one identified as pertaining to the Device Model of that Device in the Central~~Certified~~ Products List.

A3.43 The references in this Code to 'Smart Metering Equipment Technical Specifications' and 'Technical Specifications' shall be deemed not to include reference to Versions of the SMETS with a Principal Version number of 1; except in the following provisions: the definitions of 'Principal Version', 'Sub-Version' and 'Version' in Section A1 (Definitions); Sections A2 (Interpretation), A3 (Technical Specifications, the GB Companion Specification and the CPA Security Characteristics); and A4 (Derogation from SMETS1 Generation Installation End Date); and Section N (SMETS1 Meters).

A4 DEROGATION FROM SMETS1 GENERAL INSTALLATION END DATE

Introduction

A4.1 This Section A4 makes provision for the Secretary of State to grant to any Supplier Party, on the application of that Party, a derogation from the General Installation End Date applicable to Versions of the SMETS with a Principal Version number of 1.

Part A. Derogations

A4.2 For the purposes of this Section A4, a “Derogation” means a direction issued by the Secretary of State:

- (a) to the Supplier Party which applied for it;
- (b) in respect of a Version of the SMETS with a Principal Version number of 1;
- (c) specifying a date subsequent to the General Installation End Date in respect of that Version of the SMETS (the “**Alternative Installation End Date**”), which will, for the purposes of the installation or provision of Devices or apparatus by or on behalf of the Supplier Party in accordance with any conditions of the Derogation, constitute the Installation End Date;
- (d) specifying any such conditions to which the Derogation is subject.

Part B. Power to Grant a Derogation

A4.3 The Secretary of State may grant a Derogation to any Supplier Party where:

- (a) that Supplier Party has applied for a Derogation in accordance with Part D;
- (b) that application complies with any requirements as to form or content set out in a statement issued in accordance with Part E;
- (c) in the opinion of the Secretary of State, that application satisfies any criteria set out in a statement issued in accordance with Part E; and
- (d) the Supplier Party has complied with all such other requirements as may apply to it in accordance with Part E.

Part C. Conditions of a Derogation

A4.4 A Derogation may be subject to such conditions (if any) as the Secretary of State thinks reasonable in all the circumstances of the case.

A4.5 The conditions to which a Derogation is subject may in particular include conditions which, in respect of the period that begins immediately after the General Installation

End Date and ends on the Alternative Installation End Date of the Version of the SMETS to which the Derogation relates:

- (a) place a limit on the quantity of Devices or apparatus which may be installed or provided by or on behalf of the Supplier Party to which the Derogation is granted;
- (b) restrict the type of Devices or apparatus that may be installed or provided by or on behalf of that Supplier Party;
- (c) make provision as to the circumstances in, or premises at, which such Devices or apparatus may be installed or provided by or on behalf of that Supplier Party;
- (d) place requirements on that Supplier Party to take, or refrain from taking, any specified action in relation to the installation or provision of any Devices or apparatus.

Part D. Applications for a Derogation

- A4.6 Any Supplier Party may apply to the Secretary of State for a Derogation.
- A4.7 The Secretary of State may determine, and in that case shall give all Supplier Parties a notice of, a date by which any application for a Derogation must be received by him.
- A4.8 A Supplier Party may not apply for a Derogation after any date that is determined and included in a notice given in accordance with Section A4.7.

Part E. Statement of Requirements

- A4.9 The Secretary of State may determine, and publish a statement of:
 - (a) the criteria against which any application for a Derogation is to be assessed by him;
 - (b) any requirements as to the form and content of any such application;
 - (c) any information or evidence which must be provided by a Supplier Party on making such an application;

- (d) any timetable which applies to steps to be taken by the Supplier Party or by the Secretary of State in respect of such an application;
- (e) such other matters which relate to the making of any such application or to the process for assessing it as the Secretary of State may consider appropriate;
- (f) such matters which relate to the decision whether to grant a Derogation on the receipt of an application, or to the conditions to be applied to that Derogation, as the Secretary of State may consider appropriate.

A4.10 A Supplier Party which applies for a Derogation shall:

- (a) comply with any requirements applicable to it which are set out in a statement published in accordance with Section A4.9; and
- (b) provide to the Secretary of State, by such time and in such form as he may reasonably specify in a notice given to that Supplier Party, such additional information or evidence as he may at any time reasonably require for the purpose of assessing the application.

Part F. Actions before this Section Comes into Force

A4.11 Where, prior to the coming into effect of this Section A4:

- (a) a Supplier Party makes any application:
 - (i) that it would be entitled to make under this Section A4 after it has come into force; and
 - (ii) in respect of that application, has complied with the requirements of this Section A4 as if they had already come into force;
- (b) the secretary of state takes any action that he would be entitled to take under this section A4 after it has come into force,

each of those sections shall be treated as actions taken and having effect under this Section A4 after it comes into force.

Part G. Amendments after this Section Comes into Force

A4.12 Where the Secretary of State has determined, and given all Supplier Parties notice of, a date in accordance with Section A4.7, he may subsequently (whether before or after that date has passed) determine and give all Supplier Parties notice of a later date.

A4.13 Any date determined and included in a notice given in accordance with Section A4.12 shall have effect for the purposes of Section A4.7 in replacement for the date that was previously determined by the Secretary of State.

A4.14 The Secretary of State may at any time:

- (a) amend any statement published in accordance with Section A4.9, in which case the amended statement shall have effect for the purposes of Section A4.10 in replacement for the one that was previously published;
- (b) in respect of the Derogation granted to any Supplier Party, vary:
 - (i) the Alternative Installation End Date, by specifying a date later than that previously specified;
 - (ii) any conditions to which the Derogation is subject, by imposing new or amended conditions.

A4.15 The Secretary of State may exercise the powers set out at Sections A4.12 and A4.14 on more than one occasion.

Part H. Revocation of Derogations

A4.16 The Secretary of State may at any time, by notice to the Supplier Party to which it was granted, revoke any Derogation granted by him in accordance with this Section A4.

Part I. Effect of a Derogation

A4.17 Where a Derogation is granted to a Supplier Party in accordance with this Section A4 and has not been revoked, then:

- (a) for the purposes of the installation or provision by or on behalf of that Supplier Party of any Device or apparatus; and

- (b) in so far as any conditions of that Derogation are satisfied, the Alternative Installation End Date specified in the Derogation shall have effect in accordance with Section A3.14 (The Installation End Date).

Part J. Publication of Derogations

A4.18 Where the Code Administrator is provided by the Secretary of State with a copy of a Derogation that has been granted by him to a Supplier Party, it shall:

- (a) maintain a copy of that Derogation on the Website;
- (b) if it is notified by the Secretary of State that the Derogation has been amended and provided by him with a copy of the amended Derogation, publish and maintain a copy of that amended Derogation on the Website;
- (c) if it is notified by the Secretary of State that the Derogation has been revoked, publish on the Website, together with that Derogation, a statement of the fact that it has been revoked and the date of its revocation.

A4.19 For the purposes of Section A4.18, any reference to a copy of a Derogation provided to the Code Administrator by the Secretary of State shall, where that copy has been redacted by the Secretary of State to exclude any commercially sensitive information, be treated as a reference to the copy of that Derogation in its redacted form.