

De-Energisation Code of Practice

NIE Power Networks

Changes for SEM/IME Implementation

Issued 30th August 2007



DE-ENERGISATION CODE OF PRACTICE

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Revision History

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1. Introduction

- 1.1 NIE has prepared this De-Energisation Code of Practice to describe the procedures undertaken to De-energise a Meter Point on the NIE Distribution System at the request of a Supplier registered to that Meter Point. NIE may update this Code of Practice from time to time as it considers necessary or appropriate in accordance with and as described in the Distribution Use of System Agreement between NIE and each Supplier. Changes will be announced and the current version of this Code of Practice can be found on NIE's website.
- 1.2 **Context:** The intention of this Code of Practice is to ensure that De-energisation undertaken at the request of a Supplier is carried out in a consistent and non-discriminatory manner and so as to minimise disruption to the Customer.
- 1.3 **Scope:** This Code of Practice applies to De-energisation undertaken at the request of a Supplier registered to a Meter Point of a Customer receiving a supply of electricity from that Supplier where NIE receives the request through a Market Message.
- 1.4 **Exclusions:** This Code of Practice does not apply to the following situations:
- (a) De-energisation at the request of the Customer;
 - (b) temporary De-energisation, such as planned outages, outages to restore supplies to other Customers;
 - (c) emergency De-energisation;
 - (d) outages required for reasons of maintenance or other work on the NIE System;
 - (e) De-energisation at the request of the Transmission System Operator;
 - (f) De-energisation at the instigation of NIE; or
 - (g) De-energisation of unmetered supplies.
- De-energisation in these situations is undertaken in accordance with applicable agreements and codes which may include the Transmission Use of System Agreement, Distribution Use of System Agreement, Connection Agreement, the Grid Code and/or Distribution Code.
- 1.5 De-energisation (whether or not under this Code of Practice) may also be subject to the laws governing the electricity industry, including the Order and documents issued under those laws, such as licences. Other Electricity Industry Arrangements under which NIE and Suppliers operate may also be relevant.
- 1.6 **Non-vacant domestic premises:** De-energisation will not be carried out under this Code of Practice where the NIE representative undertaking a De-energisation of vacant domestic premises observes upon arrival that the domestic premises are not vacant.

- 1.7 Each Supplier should ensure that its Supply Agreements with its Customers include a provision notifying the Customer that NIE is authorised to De-energise the Customer's Meter Point when requested by that Supplier.

2. Definitions and Interpretation

- 2.1 Capitalised words and phrases used in this Code of Practice have the meaning given to them in the Grid Code except as defined in this Code of Practice or as the context requires otherwise.
- 2.2 In this Code of Practice, unless the context requires otherwise, capitalised words and phrases have the meaning given to them in Part I of Schedule 1.
- 2.3 The rules of interpretation applicable to this Code of Practice are set out in Part II of Schedule 1.
- 2.4 If there is any inconsistency between this Code of Practice and the Distribution Use of System Agreement, the Distribution Use of System Agreement shall prevail to the extent of the inconsistency.

3. Supplier De-energisation Request

A Supplier that supplies a Meter Point registered to it under the Market Registration Code and who considers that it has a valid reason for initiating De-energisation of that Meter Point may request De-energisation by submitting a fieldwork request to NIE for De-energisation of the Meter Point in accordance with Retail Market Procedure MP NI 103, which forms part of the Market Registration Code. NIE may charge the Supplier for undertaking De-energisation as requested by that Supplier and for re-Energisation in accordance with the Distribution Use of System Agreement between the Supplier and NIE, and as described in MP NI 103 and the Fieldwork Charging Policy Document.

4. De-energisation process for Domestic Customers

- 4.1 ***Validation of Supplier De-energisation request:*** Upon receipt of a fieldwork request for De-energisation from a Supplier that relates to the Meter Point of a Domestic Customer, NIE will validate the request by confirming that the Supplier is registered to the Meter Point, as described in MP NI 103. NIE will also validate that the Supplier has confirmed that the premises are vacant or will be vacant at the time of De-energisation. Meter Points for Domestic Customers are only De-energised where the premises are vacant.
- 4.2 ***Time period for De-energisation:*** If a Supplier requests De-energisation NIE shall use all reasonable endeavours to undertake the De-energisation of the Meter Point within two (2) Business Days after the Customer has contacted NIE in accordance with paragraph 4.3 below to arrange a time for the De-energisation.

NIE will carry out the De-energisation within NIE Business Hours on a Business Day.

- 4.3 ***De-energisation appointment:*** Once NIE has validated the Supplier request to De-energise a Meter Point in accordance with paragraph 4.1 of this Code of Practice, NIE will request the Supplier to inform the Customer that it should contact NIE within one

day to make an appointment for NIE to attend at the Customer's premises for the purposes of undertaking the De-energisation. If the Customer fails to contact NIE, NIE may cancel the De-energisation and/or inform the Supplier, as described in MP NI 103.

- 4.4 Where the Customer makes contact, NIE will offer the Customer an appointment that is two (2) Business Days from the date of the contact to arrange the appointment. The Customer may, however, request a different appointment time and date, in which case NIE shall use all reasonable endeavours to accommodate the appointment time and date requested by the Customer.

If the Customer, upon contact with NIE, requests cancellation of the De-energisation, NIE shall inform the Supplier. NIE shall not be required to proceed with the De-energisation request.

- 4.5 **Occupied Domestic Premises:** Where the NIE employee or agent undertaking a De-energisation (“**NIE Representative**”) of vacant domestic premises observes upon arrival that the domestic premises are not vacant, the NIE Representative shall not proceed with the De-energisation. NIE will provide the Supplier with notification of the non-completion of the De-energisation in accordance with MP NI 103.

5. De-energisation process for Non-Domestic Customers

- 5.1 **Validation of Supplier De-energisation request:** Upon receipt of a fieldwork request for De-energisation from a Supplier for a Meter Point for a Non-Domestic Customer, NIE will validate the request by confirming that the Supplier is registered to the Meter Point, as described in MP NI 103. NIE is not responsible for undertaking any further validation activity, including ensuring that the Supplier has a valid reason for requesting De-energisation.

- 5.2 **Notice:** In most situations leading to De-energisation, the Customer is entitled under its Supply Agreement with the Supplier to be given notice of De-energisation, including the reason for the De-energisation and is entitled to be given adequate opportunity to remedy the reason for the De-energisation before an instruction to De-energise is initiated. The Supplier is responsible for giving notice of De-energisation to the Customer in accordance with its arrangements with the Customer.

The Supplier shall give the Customer three days' notice in writing of De-energisation because of the non-payment by the Customer of charges associated with its supply of electricity (“Non-payment of Account”) and shall confirm in that letter that all associated charges relating to the De-energisation will be passed on to the Customer.

- 5.3 NIE is not responsible for providing notice to the Customer or for ensuring that the Supplier provides notice to the Customer.

- 5.4 **Time period for De-energisation:** If a Supplier requests De-energisation for Non-payment of Account then NIE shall use all reasonable endeavours to undertake the De-energisation of the Meter Point by the end of the next Business Day following the day on which the request is received (provided that such request is received on a Business Day), without notice to the Customer. The Supplier shall inform the Customer in its Supply Agreement with the Customer that De-energisation for Non-payment of

Account may occur within one Business Day of the Supplier requesting De-energisation from NIE.

- 5.5 If a Supplier requests De-energisation for any reason other than Non-payment of Account by the Customer, including when premises are vacant, then NIE shall use all reasonable endeavours to undertake the De-energisation of the Meter Point within four (4) Business Days after the Customer and NIE have been in contact in accordance with paragraph 5.6 below to arrange a time for the De-energisation.

NIE will carry out the De-energisation within NIE Business Hours on a Business Day.

- 5.6 ***De-energisation appointment:*** Once NIE has validated the Supplier request to De-energise a Meter Point in accordance with paragraph 5.1 of this Code of Practice, (except where the request to De-energise is due to Non-payment of Account):

- (a) in the case of a Customer that has a Half Hourly Meter or Seasonal Time of Day Meter, NIE will contact the Customer within one day of receipt of a request by the Supplier to De-energise the Customer to make an appointment to attend at the Customer's premises for the purposes of undertaking the De-energisation; and
- (b) in the case of a Customer that has a Non-Half Hourly Non-Seasonal Time of Day Meter, it is the responsibility of the Supplier to inform the Customer that it should contact NIE within one day to make an appointment for NIE to attend at the Customer's premises for the purposes of undertaking the De-energisation. If the Customer fails to contact NIE, NIE may cancel the De-energisation and/or inform the Supplier, as described in MP NI 103,

and in each case, where contact is made, NIE will offer the Customer an appointment that is within four (4) Business Days from the date of contact to arrange the appointment. The Customer may, however, request a different appointment time and date, in which case NIE shall use all reasonable endeavours to accommodate the appointment time and date requested by the Customer.

If the Customer, upon contact with NIE, requests cancellation of the De-energisation, NIE shall inform the Supplier.

6. Attendance at the premises

- 6.1 ***Provision of contact details:*** The NIE Representative will, upon arrival at the Customer's premises (whether Domestic or Non-Domestic), except where the NIE Representative has been unable to gain access, attempt to speak to the Customer before effecting the De-energisation. If the NIE Representative is able to speak to the Customer, the NIE Representative will inform the Customer of the reason for the De-energisation and the contact number and contact details of the Supplier that has requested the De-energisation.

- 6.2 Upon completion of the De-energisation by the NIE Representative, the Customer may contact the Supplier in accordance with the contact details notified to the Customer by the NIE Representative. The NIE Representative will allow the Customer up to fifteen

(15) minutes for this contact to take place after De-energising the Meter Point. Where, in response to contact by the Customer, the Supplier agrees to withdraw the instruction to De-energise, the Supplier may instruct the NIE Representative over the telephone to re-Energise the premises and promptly follow up with a De-energisation withdrawal instruction Market Message to NIE. The NIE Representative shall be entitled to act on the telephone instruction from the Supplier to proceed with the re-Energisation. The Supplier shall remain responsible for the original De-energisation request notwithstanding its withdrawal.

6.3 ***Cancellation of De-energisation:*** The Supplier may at any time until commencement of the De-energisation, request cancellation of that De-energisation by Market Message where practicable, and in other cases by telephone and promptly followed up with a cancellation request by Market Message, and in accordance with MP NI 103. The De-energisation will be cancelled upon request by the Supplier in accordance with and in the circumstances set out in MP NI 103.

6.4 ***Inability to access Customer's premises:*** Where the NIE Representative is unable to access the Customer's premises, due to the premises being vacant or the Customer prohibiting access to the premises, the Meter Point will, if possible, be De-energised from outside the Customer's premises and written notice of De-energisation provided to the Customer or left at the Customer's premises in accordance with paragraph 6.6.

NIE will charge for any additional work involved in De-energising the Meter Point if the NIE Representative is unable to access the Customer's premises. The charges are made in accordance with the Distribution Use of System Agreement between NIE and the Supplier and as described in MP NI 103 and the Fieldwork Charging Policy Document. NIE shall obtain the consent of the Supplier to undertaking De-energisation of the Meter Point from outside the Customer's premises prior to De-energisation where additional charges are likely to be incurred as a result of NIE De-energising the Meter Point from outside the Customer's premises. Such charges will be notified to the Supplier, prior to implementing De-energisation.

If De-energisation is not possible, a written notice to this effect will be given to the Customer by the NIE Representative or left at the Customer's premises. NIE will also provide the Supplier with notice of the non-completion of the De-energisation in accordance with MP NI 103.

6.5 ***Authorisation of NIE Representative:*** The NIE Representative is not authorised to accept payment from the Customer or agree arrangements for payment by the Customer on the Supplier's behalf. The NIE Representative is only authorised to undertake the De-energisation in accordance with this Code of Practice and with NIE's standard procedures.

6.6 ***Notice to Customer that De-energisation has been completed:*** After De-energising the Meter Point, the NIE Representative will provide to the Customer, or if the Customer is unavailable, leave at the Customer's premises, a written notice specifying:

- (a) the fact that De-energisation has taken place; and

- (b) a contact number for the Supplier that requested the De-energisation which the Customer may use to contact the Supplier to discuss the De-energisation.

6.7 ***Notice to Supplier that De-energisation has been completed:*** After De-energising the Meter Point, NIE will provide the Supplier that requested the De-energisation with notice of the completion of the De-energisation in accordance with MP NI 103.

7. Re-Energisation following De-energisation under this Code of Practice

7.1 If, after De-energisation, the Customer requests immediate re-Energisation as a Customer of another Supplier, the NIE Representative must inform the Customer that an application to the new Supplier must be made and that the application to change Supplier may be objected to by the Customer's previous Supplier if the Customer has not paid to the previous Supplier all charges associated with the supply of electricity to the Customer's premises or if the Customer is, or was but for termination of the Supply Agreement, otherwise in breach of its Supply Agreement with its previous Supplier.

7.2 NIE may charge the Supplier registered to the Meter Point for re-Energisation of the Meter Point in accordance with the Distribution Use of System Agreement between NIE and the Supplier, and as described in MP NI 103 and the Fieldwork Charging Policy Document.

7.3 In the case of a request by the Customer for supply from a new Supplier, the NIE Representative must leave the Meter Point De-energised.

7.4 A Supplier who wishes to re-Energise a Meter Point that has been De-energised in accordance with this Code of Practice must submit a valid fieldwork request for re-Energisation, in accordance with MP NI 103. NIE will effect re-Energisation in accordance with the procedures for fieldwork described in MP NI 103.

7.5 If a Supplier requests re-Energisation of a Meter Point that has been De-energised in accordance with this Code of Practice for Non-payment of Account then NIE shall use all reasonable endeavours to undertake the re-Energisation of the Meter Point by the end of the next Business Day following the day on which the request is received (provided that such request is received on a Business Day), without notice to the Customer. The Customer must be available at the premises to facilitate re-Energisation and safety tests to be completed. The contact number details of the Customer are required to be provided to NIE.

If a Supplier requests re-Energisation of a Meter Point that has been De-energised in accordance with this Code of Practice for any reason other than because of Non-payment of Account then NIE shall use all reasonable endeavours to offer an appointment to undertake the Re-Energisation of the Meter Point within four (4) Business Days where the Customer is a Non-Domestic Customer and two (2) Business Days where the Customer is a Domestic Customer, in each case after contact between the Customer and NIE to arrange a time for the re-Energisation.

NIE will carry out the re-Energisation within NIE Business Hours on a Business Day.

The procedures for re-Energisation set out in MP NI 103 shall apply to communications between NIE and the Supplier requesting re-Energisation of a Meter Point that has previously been De-energised.

8. Liability

8.1 NIE (including its officers, employees and agents) is permitted to rely on a request for De-energisation received from a Supplier provided that NIE has validated that request in accordance with paragraphs 4.1 and 5.1 of this Code of Practice. NIE (including its officers, employees and agents) shall not be liable for any loss, cost or damage associated with the De-energisation of a Meter Point undertaken at the request of a Supplier. The Supplier requesting De-energisation of a Meter Point shall indemnify and hold NIE harmless against any loss, cost or damage incurred by NIE as a result of undertaking De-energisation of a Meter Point in reliance on a request by that Supplier.

8.2 Subject to paragraph 8.3 NIE (including its officers, employees and agents) shall not be liable to any other person, including any Supplier or Customer, for any:

- (a) loss of profit, loss of revenue, loss of use, loss of contract or loss of good will;
- (b) indirect or consequential loss;
- (c) costs incurred by that person;
- (d) loss or cost resulting from the liability of that person to any other person, howsoever and whensoever arising; or
- (e) other loss or damage,

arising out of or in connection with any De-energisation undertaken by NIE.

8.3 Nothing in this Code of Practice excludes or limits the liability of NIE for death or personal injury resulting from the negligence of NIE or any of its officers, employees or agents and NIE must indemnify and keep indemnified all persons, their officers, employees or agents from and against all such loss or liability which that person may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of NIE or any of its officers, employees or agents.

8.4 NIE holds the benefits of paragraphs 8.1 and 8.2 for itself and as trustee and agent for its officers, employees and agents.

9. Confidentiality

9.1 NIE shall not, at any time, disclose or permit its officers, employees, agents or contractors to disclose to any person any Confidential Information of a Supplier or a Customer received by or disclosed to NIE except:

- (a) in circumstances constituting a Permitted Exception;
- (b) to the extent otherwise expressly permitted by this Code of Practice or any other Electricity Industry Arrangement; or

- (c) with the prior written consent of the person to whom the Confidential Information belongs.

9.2 A Supplier shall not, at any time, disclose or permit its officers, employees, agents or contractors to disclose to any person any Confidential Information of NIE, any other Supplier, or any Customer received by or disclosed to that Supplier except:

- (a) in circumstances constituting a Permitted Exception;
- (b) to the extent otherwise expressly permitted by this Code of Practice or other Electricity Industry Arrangements; or
- (c) with the prior written consent of the person to whom the Confidential Information belongs.

10. Data Protection

NIE and each Supplier must comply with all obligations imposed on them in relation to Personal Data under all applicable Data Protection Legislation, including maintaining any required notification and obtaining any required consents under the Data Protection Legislation.

11. Governing law

The laws of Northern Ireland govern this Code of Practice. NIE and Suppliers submit to the non-exclusive jurisdiction of the courts of Northern Ireland in connection with it.

Schedule 1: Definitions and Interpretation

PART I: DEFINITIONS

- “Authority”** means the Northern Ireland Authority for Utility Regulation established under the Energy (Northern Ireland) Order 2003;
- “Business Day”** means any day identified by NIE as a business day on its calendar of business days published on or before 1 January every year;
- “Code of Practice”** means this De-energisation Code of Practice which may be amended by NIE from time to time as NIE considers appropriate by notice to the Suppliers, after consultation with Suppliers and any other person that NIE considers appropriate to consult with in relation to the amendment;
- “Confidential Information”** means any and all information in whatever form:
- (a) supplied by a Supplier pursuant to the provisions of this Code of Practice and relating to the affairs of the Supplier and which is identified as confidential information; or
 - (b) relating to a Customer, which information was obtained by a Supplier or by NIE through the operation of its business,
- but excluding (except in the case of paragraph (b)) information which is trivial or generally available in the public domain otherwise than as a result of a breach of confidentiality in relation to the information;
- “Connection Agreement”** means an agreement between NIE and the Customer relating to the connection of the Customer’s premises or facility to the NIE Distribution System or an agreement between SONI Limited and the Customer relating to the Connection of the Customer’s premises or facility to the NIE Transmission System;
- “Customer”** means the person receiving the supply of electricity at the premises or facility whose supply is metered at the Meter Point;
- “Data Protection Legislation”** means the Data Protection Act 1998 implementing the Directive 95/46/EC on the protection of individuals with regard to the Processing of Personal Data as the same may be amended, modified or replaced from time to time, [and including all Regulations and Codes of

Practice applicable to NIE and Suppliers in relation to the supply of electricity to customers connected to the NIE Distribution System];

“De-energise”	means the movement of any isolator, breaker or switch or the removal of any fuse or the taking of any other step whereby no electrical current can flow from the NIE System through the Meter Point and “De-energisation” and “De-energised” shall be construed accordingly;
“Distribution Code”	means the code of that name prepared and approved in accordance with the NIE licence;
“Distribution Use of System Agreement”	means an agreement between NIE and a Supplier setting out the terms on which the Supplier may use the NI Distribution System;
“Domestic Customer”	means a Customer taking electricity wholly or mainly for a domestic purpose and categorised as a domestic customer in the relevant Meter Point registration system;
“Electricity Industry Arrangements”	means all codes, codes of practice, procedures and associated agreements with which NIE and/or the Supplier, as applicable, are required to comply as a condition of the NIE Licence or a supply licence, as applicable, or the Order;
“Energise”	means the movement of any isolator, breaker or switch or the insertion of any fuse or the taking of any other steps so as to enable an electrical current to flow from the NIE System through the Meter Point, and “Energisation” , “Energised” , “re-Energise” , “re-Energised” and “re-Energising” shall be construed accordingly;
“Grid Code”	means the code of that name prepared and approved in accordance with the Transmission System Operator licence to participate in the transmission of electricity granted to SONI Limited under the Order;
“Half Hourly Meter”	means metering equipment that collects and records data about consumption of electricity at intervals of 30 minutes or at shorter intervals capable of being aggregated to 30 minute intervals;
“Market Registration Code”	means the code of that name established by NIE pursuant to the NIE Licence;

“Market Message”	means a message sent using the electricity market messaging application used for communications between suppliers and NIE under the Market Registration Code
“Meter Point”	means the point where all or part of a supply of electricity from the NIE Distribution System to any premises or facility is metered by metering equipment;
“MP NI 103”	has the meaning given to the term in paragraph 3 of this Code of Practice;
“NIE”	means Northern Ireland Electricity plc in its capacity as the owner of the NIE Transmission System and of the NIE Distribution System;
“NIE Business Hours”	means 8:30am to 5pm on a Business Day;
“NIE Distribution System”	has the meaning given to “NI Distribution System” in the Grid Code;
“NIE Transmission System”	has the meaning given to “NI Transmission System” in the Grid Code;
“NIE Licence”	means the licence to participate in the transmission of electricity granted to NIE under the Order;
“NIE Representative”	has the meaning given to the term in paragraph 4.5 of this Code of Practice;
“NIE System”	has the meaning given to “NI System” in the Grid Code;
“Non-Half Hourly Non-Seasonal Time of Day Meter”	means a meter that is not a Half Hourly Meter or a Seasonal Time of Day Meter;
“Non-Domestic Customer”	means any Customer other than a Domestic Customer;
“Order”	means the Electricity (Northern Ireland) Order 1992;
“Permitted Exception”	means disclosure of any information which is: <ul style="list-style-type: none"> (a) required to be disclosed by the Order or by any other law or in compliance with the conditions of any licence granted under the Order or any document referred to in any such licence with which NIE or a Supplier holding the Confidential

Information (“Recipient”) is required to comply;

- (b) furnished to a court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the Recipient is a party;
- (c) (for the avoidance of doubt) required to be disclosed in compliance with the requirements of Article 38 of the Order or the provisions of the Northern Ireland Fuel Security Code;
- (d) permitted or required to be disclosed by the party holding the Confidential Information under the Trading and Settlement Code, the Distribution Code or the Grid Code;
- (e) furnished to banks, financiers or insurers or their respective consultants and advisers, provided that the recipient agrees to keep such information confidential on terms no less onerous than those set out in section 8; or
- (f) furnished to the Authority, the Department of Enterprise, Trade and Investment, or the Secretary of State for Trade and Industry or their respective agents to enable the Authority, the Department and/or the Secretary of State to monitor developments concerning the generation of electricity from non-fossil sources;

“Personal Data”

means any personal data (as defined in the Data Protection Act 1998) provided by NIE to a Supplier and/or any personal data provided by a Supplier to NIE;

“Seasonal Time of Day Meter”

means a meter that registers consumption at different times of day and different seasons separately so that the Supplier may charge different rates for consumption at those different times of day and different seasons;

“Supplier”

means the holder of, or applicant for, a licence to supply electricity granted under the Order;

“Supply Agreement”

means an agreement for supply to premises between a Customer and its Supplier;

“Transmission Use of System Agreement”

means an agreement between the Transmission System Operator and a Supplier setting out the terms for use of the NIE Transmission System.

PART II: INTERPRETATION

In this Code of Practice unless the context otherwise requires:

- (a) the singular includes the plural and vice versa and references to one gender include all other genders;
- (b) the table of contents and the headings (other than paragraph numbering) are inserted for convenience only and are to be ignored for the purposes of interpretation of this Code of Practice;
- (c) the word “including” and its variations are to be construed without limitation;
- (d) any reference to legislation, regulations, directive, order, instrument, code or any other enactment shall include any modification, extension or re-enactment of it then in force;
- (e) any reference in this Code of Practice to a “paragraph” or “section” is a reference to a paragraph or section contained in the Code of Practice;
- (f) any reference to another agreement or document, or any deed or other instrument is to be construed as a reference to that other agreement, or document, deed or other instrument as amended, varied, supplemented, substituted or novated from time to time;
- (g) any reference to a day, month or year is to be construed as a reference to a calendar day, month or year as the case may be;
- (h) a reference to time is a reference to time in the United Kingdom;
- (i) if there is any inconsistency between this Code of Practice and the Distribution Use of System Agreement applying between NIE and a Supplier, the provisions of the Distribution Use of System Agreement prevail to the extent of the inconsistency in relation to arrangements between NIE and that Supplier; and
- (j) if there is any inconsistency between this Code of Practice and the Market Registration Code, the provisions of this Code of Practice prevail to the extent of the inconsistency.