

Interim Code of Practice for De-Energisation of Non-Domestic Metered Premises

1. Introduction

1.1 NIE has prepared this interim arrangements for De-energisation to describe the procedures undertaken in the event of De-energisation of a Meter Point of an Eligible Customer at the request of a Supplier registered to that Meter Point. The following interim procedure and conditions will be superseded by the De-energisation Code of Practice when the Cordaptix fieldwork arrangements are adopted.

1.2 **Context:** The intention of this interim arrangement 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 Connected Party.

1.3 **Scope:** These interim arrangements apply to De-energisation undertaken at the request of a Supplier registered to a Meter Point of an Eligible Customer receiving a metered Supply from that Supplier. It does not apply to the following situations:

- (a) De-energisation at the request of the Connected Party;
- (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 to the NIE System; or
- (e) De-energisation at the instigation of NIE T&D.

De-energisation in the situations described above are undertaken in accordance with and as described in the relevant Use of System Agreement and/or Connection Agreement and/or the Grid Code and/or other such relevant documents.

2. Events leading to De-energisation

2.1 This interim arrangement applies only to De-energisation of a Meter Point of an Eligible Customer by NIE T&D when instructed to do so through the use of form P4-DE by the Supplier registered to that Meter Point.

2.2 A Meter Point will be De-energised in accordance with:

- (a) the Connection Agreement for that Meter Point;
- (b) the Use of System Agreement between NIE and the Supplier which is registered to the Meter Point;
- (c) laws governing the electricity industry, including the Order and documents issued in accordance with those laws, such as licences;

- (d) the Electricity Industry Arrangements under which the Supplier registered to the Meter Point operates; or
 - (e) the Electricity Industry Arrangements under which NIE operates.
- 2.3 Each Supplier should ensure that its Supply Agreements with its Customers include a provision notifying the Customer that NIE T&D is authorised to De-energise the Customer's Meter Point when requested by that Supplier.

3. De-energisation process

- 3.1 **Supplier De-energisation request:** A Supplier should submit a request for a de-energisation using form P4-DE. All mandatory sections must be completed and the request form forwarded to Rosemary Donnelly, rosemary.donnelly@nie.co.uk (tel +44 (0) 28 90707571).
- 3.2 **Validation of Supplier De-energisation request:** Upon receipt of a form P4-DE requesting De-energisation from a Supplier, NIE T&D will validate the request by confirming that the Supplier is registered to the Meter Point. NIE T&D is not responsible for undertaking any further validation activity, including ensuring that the Supplier has a valid reason for requesting De-energisation
- 3.3 **NIE rejection of a De-energisation request:** Where there is a pending registration for the Connected Party, the De-energisation request would be rejected. However the supplier has the option to block the new registration for "bad debt" in the early stage of the registration process.

NIE may refuse to De-energise any Meter Point if it is considered not reasonably practicable to De-energise. NIE will give notice to the Supplier of such refusal no later than 3 business days after a request to De-energise.

- 3.4 **Charge for De-energisation activity:** NIE may charge the Supplier for undertaking De-energisation as requested by that Supplier on an individual job basis.
- 3.5 **Notice:** In most situations leading to De-energisation, the Connected Party is entitled under its Supply Agreement with the Supplier to be given notice of De-energisation, which shall include the reason for the De-energisation and provide 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 Connected Party in accordance with its arrangements with the Connected Party. The supplier will give the connected party three days notice in writing relating to confirmation of De-energisation for Non-payment of Account (NPA) and within said letter, confirmation that all associated charges relating to the De-energisation will be passed on to the connected party.
- 3.6 NIE T&D is not responsible for providing notice to the Connected Party or for ensuring that the Supplier provides notice to the Connected Party.

- 3.7 ***Time period for De-energisation:*** NIE T&D shall use all reasonable endeavours to undertake the De-energisation of the Meter Point within four (4) Business Days following contact between the Connected Party and NIE T&D in accordance with clause 3.8 below to arrange a time for the De-energisation.

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

- 3.8 ***De-energisation appointment:*** Once NIE T&D has validated the Supplier request to De-energise a Meter Point in accordance with paragraph 3.2, NIE T&D will (except where the request to De-energise is due to non-payment by the Connected Party of charges associated with its supply of electricity or where the premises are vacant):
- (a) in the case of a Connected Party that has a Half Hourly Meter or Seasonal Time of Day Meter, contact the Connected Party within one day of receipt of a request by the Supplier to De-energise the Connected Party to make an appointment to attend at the Connected Party's premises for the purposes of undertaking the De-energisation; and
 - (b) in the case of a Connected Party that has a Non-Half Hourly Non-Seasonal Time of Day Meter, request the Supplier to inform the Connected Party that it should contact NIE T&D (phone number +44 02890688017¹) within one day to make an appointment for NIE T&D to attend at the Connected Party's premises for the purposes of undertaking the De-energisation. If the Connected Party fails to contact NIE T&D, NIE T&D may cancel the De-energisation and/or inform the Supplier.

and in each case NIE T&D will offer the Connected Party an appointment that is within four Business Days from the date of the contact to arrange the appointment. The Connected Party may, however, request a different appointment time and date, in which case NIE T&D shall use all reasonable endeavours to accommodate the appointment time and date requested by the Connected Party.

If the Connected Party, upon contact with NIE T&D, requests cancellation of the De-energisation, NIE T&D shall inform the Supplier.

- 3.9 ***Provision of contact details:*** The NIE T&D employee or agent undertaking the De-energisation ("NIE T&D Representative") will, upon arrival at the Connected Party's premises, attempt to speak to the Connected Party before effecting the De-energisation. If the NIE T&D Representative is able to speak to the Connected Party, the NIE T&D Representative will inform the Connected Party of the reason for the De-energisation (as has been advised by the supplier) and the contact number and contact details of the Supplier that has requested the

¹ Connected Parties registered to NIE Supply should phone 08457455455 to make an appointment for NIE T&D to attend at the Connected Party's premises for the purposes of undertaking the De-energisation.

De-energisation, except where the premises are vacant or the Connected Party refuses entry.

The Connected Party may contact the Supplier in accordance with the contact details notified to the Connected Party by the NIE T&D Representative. The NIE T&D Representative will allow the Connected Party up to fifteen (15) minutes for this contact to take place before De-energising the Meter Point. Where, in response to contact by the Connected Party, the Supplier agrees to withdraw the instruction to De-energise, the Supplier may so instruct the NIE T&D Representative over the telephone and promptly follow up such instruction with a written instruction to NIE T&D. The written instruction should be sent to Rosemary Donnelly, rosemary.donnelly@nie.co.uk. The NIE T&D Representative shall be entitled to act on the telephone instruction from the Supplier not to proceed with the De-energisation.

- 3.10 ***Cancellation of De-energisation:*** The Supplier may at any time until commencement of the De-energisation request cancellation of that De-energisation. A cancellation request should be emailed to NIE care of Rosemary Donnelly, (rosemary.donnelly@nie.co.uk).
- 3.11 ***Inability to access Connected Party's premises:*** Where the NIE T&D Representative is unable to access the Connected Party's premises, due to the premises being vacant or the Connected Party prohibiting access to the premises, the Meter Point will, if possible, be De-energised from outside the Connected Party's premises and written notice of De-energisation provided to the Connected Party or left at the Connected Party's premises. NIE T&D may charge for any additional work involved in De-energising the Meter Point if the NIE T&D Representative is unable to access the Connected Party's premises. NIE T&D shall obtain the consent of the Supplier to undertaking De-energisation of the Meter Point from outside the Connected Party's premises prior to De-energisation where additional charges are likely to be incurred as a result of NIE T&D De-energising the Meter Point from outside the Connected Party's premises, such charges will be notified to the supplier, prior to implementing De Energisation due to Non-payment of Account (NPA).

If De-energisation is not possible, NIE T&D will advise the Supplier of the non-completion of the De-energisation.

- 3.12 ***Authorisation of NIE T&D Representative:*** The NIE T&D will not enter into a contract to accept payment from the Connected Party or agree arrangements for payment by the Connected Party on the Supplier's behalf.
- 3.13 ***Notice to Connected Party that De-energisation has been completed:*** After De-energising the Meter Point, the NIE T&D Representative will provide to the Connected Party, or if the Connected Party is unavailable, leave at the Connected Party'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 Connected Party may use to contact the Supplier to discuss the De-energisation.

3.14 ***Notice to Supplier that De-energisation has been completed:*** After De-energising the Meter Point, NIE T&D will provide the Supplier that requested the De-energisation with notice of the date and time at which the De-energisation was completed.

4. Re-energisation process

4.1 ***Supplier re-Energisation request:*** A Supplier who wishes to re-energise a Meter Point that has been De-energised in accordance with this interim arrangements for De-energisation must submit a valid request for a re-Energisation using form P4-RE. All mandatory sections must be completed and the request form forwarded to Rosemary Donnelly, rosemary.donnelly@nie.co.uk (tel +44 (0) 28 90707571).

4.2 ***Charge for re-Energisation activity:*** NIE may charge the Supplier for undertaking re-Energisation as requested by that Supplier on an individual job basis.

4.3 ***Time period for re-Energisation:*** If a Supplier requests re-Energisation of a Meter Point that has been De-energised in accordance with this interim arrangement for reason of non-payment then NIE T&D 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 Connected Party. The connected party must be available at the premises to facilitate re-Energisation and safety tests to be completed. Connected party contact number details are required.

If a Supplier requests re-Energisation of a Meter Point that has been De-energised in accordance with this interim arrangement for any reason other than because of non-payment then NIE T&D shall use all reasonable endeavours to undertake the re-Energisation of the Meter Point within four (4) Business Days following contact between the Connected Party and NIE T&D to arrange a time for the re-Energisation.

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

4.4 ***Notice to Supplier that re-Energisation has been completed:*** After re-Energising the Meter Point, NIE T&D will provide the Supplier that requested the re-Energisation with notice of the date and time at which the re-Energisation was completed.

5. Liability

5.1 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 paragraph 3.2 of this interim arrangement. 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.

5.2 Subject to paragraph 5.3 NIE (including its officers, employees and agents) shall not be liable to any other person, including any Supplier or Connected Party, 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.

5.3 Nothing in this interim arrangement 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.

5.4 NIE holds the benefits of paragraphs 5.1 and 5.2 for itself and as trustee and agent for its officers, employees and agents.

6. Confidentiality

6.1 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 Connected Party received by or disclosed to NIE except:

- (a) in circumstances constituting a Permitted Exception;
- (b) to the extent otherwise expressly permitted by the Interim Arrangements for De-energisation or any other Electricity Industry Arrangement; or
- (c) with the prior written consent of the person to whom the Confidential Information belongs.

- 6.2 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 Connected Party received by or disclosed to that Supplier except:
- (a) in circumstances constituting a Permitted Exception;
 - (b) to the extent otherwise expressly permitted by the Interim Arrangements for De-energisation or other Electricity Industry Arrangements; or
 - (c) with the prior written consent of the person to whom the Confidential Information belongs.