

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

NIE Power Networks

Released Document

30 September 2005



DE-ENERGISATION CODE OF PRACTICE

Contents

Revision History.....	3
1. Introduction	4
2. Definitions and Interpretation	4
3. Events leading to De-energisation	4
4. De-energisation process	5
5. Re-energisation.....	8
6. Liability.....	9
7. Confidentiality	10
8. Data Protection	10
9. Governing law	10
Schedule 1: Definitions and Interpretation.....	11

Revision History

Version	Date Compiled	By	Description
Draft 0.1	05/10/2004	Ann Ferguson	Issued for consultation
Final Draft	21/09/05	David Guiney	Issued 21/09/05
Released Document	30/09/05	David Guiney	Released 30/09/05

1. Introduction

1.1 NIE has prepared this De-Energisation Code of Practice 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. 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 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 Connected Party.

1.3 **Scope:** This Code of Practice applies to De-energisation undertaken at the request of a Supplier (including, for the avoidance of doubt, NIE Supply) 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 as described in paragraph 3.1 below.

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 otherwise requires 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.

3. Events leading to De-energisation

3.1 The circumstances in which De-energisation of a Meter Point will be undertaken are described in the documents and laws set out in paragraph 3.2 below. This

Code of Practice applies only to De-energisation of a Meter Point of an Eligible Customer by NIE T&D when instructed to do so through a market message by the Supplier registered to that Meter Point in accordance with the Electricity Industry Arrangements under which that Supplier operates, including the Supply Agreement between the Supplier and the Connected Party.

3.2 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.

3.3 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.

4. De-energisation process

4.1 **Supplier De-energisation request:** A Supplier that supplies a Meter Point that is 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 T&D for De-energisation of the Meter Point in accordance with Retail Market Procedure NI 103 ("NI 103"), which forms part of the Market Registration Code. NIE may charge the Supplier for undertaking De-energisation as requested by that Supplier in accordance with the Use of System Agreement between the Supplier and NIE, and as described in NI 103 and the Fieldwork Charging Policy Document. ***[The application of NI 103 to this Code of Practice may need to be reviewed once NI 103 has been finalised.]***

4.2 **Validation of Supplier De-energisation request:** Upon receipt of a fieldwork request for De-energisation from a Supplier as described in paragraph 4.1 above, NIE T&D will validate the request by confirming that the Supplier is registered to the Meter Point, as described in NI 103. 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.

4.3 **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.

- 4.4 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.
- 4.5 ***Time period for De-energisation:*** If a Supplier requests De-energisation because of the non-payment by the Connected Party of charges associated with its supply of electricity then NIE T&D 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 Connected Party. The Supplier should inform the Connected Party in its Supply Agreement with the Connected Party that De-energisation for non-payment of charges associated with the supply of electricity may occur within one Business Day of the Supplier requesting De-energisation from NIE T&D. If a Supplier requests De-energisation for any reason other than because of the non-payment by the Connected Party of charges associated with its supply of electricity, including when premises are vacant, then 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 4.6 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.

- 4.6 ***De-energisation appointment:*** Once NIE T&D has validated the Supplier request to De-energise a Meter Point in accordance with paragraph 4.2 of this Code of Practice, 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 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, as described in NI 103,

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.

- 4.7 **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 and the contact number and contact details of the Supplier that has requested the 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 Market Message to NIE T&D. The NIE T&D Representative shall be entitled to act on the telephone instruction from the Supplier not to proceed with the De-energisation.

- 4.8 **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 written cancellation request, and in accordance with NI 103. The De-energisation will be cancelled upon request by the Supplier in accordance with and in the circumstances set out in NI 103.

- 4.9 **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 in accordance with paragraph 4.11. 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 in accordance with the Use of System Agreement between NIE and the Supplier and as described in NI 103 and the Fieldwork Charging Policy Document. 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, a Market Message written notice to this effect will be given to the Connected Party by the NIE T&D Representative or left at the Connected Party's premises. NIE T&D will also provide the Supplier with notice of the non-completion of the De-energisation in accordance with NI 103.

- 4.10 **Authorisation of NIE T&D Representative:** The NIE T&D Representative is not authorised to accept payment from the Connected Party or agree arrangements for payment by the Connected Party on the Supplier's behalf. The NIE T&D Representative is only authorised to undertake the De-energisation in accordance with this Code of Practice and with NIE T&D's standard procedures.
- 4.11 **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.
- 4.12 **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 completion of the De-energisation in accordance with NI 103.

5. Re-energisation

- 5.1 If, after De-energisation, the Connected Party requests immediate re-Energisation as a customer of another Supplier, the NIE T&D Representative must inform the Connected Party that an application to the new Supplier must be made and that the application to change Supplier may be objected to by the Connected Party's previous Supplier if the Connected Party has not paid to the previous Supplier all associated charges with the supply of electricity to the Connected Party's premises or if the Connected Party is, or was but for termination of the Supply Agreement, otherwise in breach of its Supply Agreement with its previous Supplier.
- 5.2 NIE may charge the Supplier registered to the Meter Point for re-Energisation of the Meter Point in accordance with the Use of System Agreement between NIE and the Supplier, and as described in NI 103 and the Fieldwork Charging Policy Document.
- 5.3 In the case of a request by the Connected Party for supply from a new Supplier, the NIE T&D Representative must leave the Meter Point De-energised.
- 5.4 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 NI 103. NIE T&D will effect re-Energisation in accordance with the procedures for fieldwork described in NI 103.

- 5.5 If a Supplier requests re-Energisation of a Meter Point that has been De-energised in accordance with this Code of Practice 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 Code of Practice for any reason other than because of non-payment then 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 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.

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

6. Liability

- 6.1 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 4.2 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.

- 6.2 Subject to paragraph 6.3 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.

- 6.3 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.
- 6.4 NIE holds the benefits of paragraphs 6.1 and 6.2 for itself and as trustee and agent for its officers, employees and agents.

7. Confidentiality

7.1 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 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.

7.2 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 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.

8. 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.

9. Governing law

The laws of Northern Ireland govern this Code of Practice.

Schedule 1: Definitions and Interpretation

PART I: DEFINITIONS

“Authority”	means the body established by Article 3 of the Energy (Northern Ireland) Order 2003;
“Bulk Supply Tariff”	has the meaning given to the term in the NIE Licence;
“Bulk Supply Tariff Agreement”	means an agreement between NIE and a Supplier in which the Supplier agrees to purchase from NIE and NIE agrees to sell to the Supplier electricity at the Bulk Supply Tariff;
“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;
“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 Connected Party, 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;
“Connected Party”	means the entity connected to the NIE System at the Meter Point;
“Connection Agreement”	means an agreement between NIE and the Connected Party relating to the connection of the Connected Party’s premises to the NIE System;
“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

transmission or distribution system in Northern Ireland;

“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;
“Electricity Industry Arrangements”	means all codes and associated agreements established pursuant to the NIE Licence 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;
“Eligible Customer”	has the meaning given to the term in the Supply Competition Code;
“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 NIE’s equipment to the Connected Party’s equipment at the Meter Point, and “Energisation”, “Energised”, “re-Energise”, “re-Energised” and “re-Energising” shall be construed accordingly;
“Good Industry Practice”	means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;
“Grid Code”	means the code of that name established by NIE pursuant to the NIE Licence;
“Half Hourly Meter”	means metering equipment that collects and records data about consumption of electricity at intervals of 30 minutes or shorter intervals capable of being aggregated to 30 minute intervals;
“Initiating Supplier”	has the meaning given to the term in paragraph 4.6 of this Code of Practice;
“Interim Settlement Agreement”	has the meaning given to the term in the Interim Settlement Code;
“Interim Settlement Code”	means the code of that name established by NIE pursuant to the NIE Licence;

“Law”	means any legislation, treaty, regulation, licence, by-law, proclamation, code, order (including the Order), statutory instrument or other subordinate legislation (each as amended or replaced), and which applies to NIE, a Supplier or a Connected Party, as applicable;
“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 System to the premises of the Connected Party is metered by metering equipment;
“NI 103”	has the meaning given to the term in paragraph 4.1 of this Code of Practice;
“NIE”	means Northern Ireland Electricity plc;
“NIE Business Hours”	means 8:30am to 5pm on a Business Day;
“NIE Licence”	means the transmission and public electricity supply licences granted to NIE under the Order;
“NIE Supply”	means the supply business of NIE;
“NIE T&D”	means the transmission and distribution business of NIE;
“NIE T&D Representative”	has the meaning given to the term in paragraph 4.7 of this Code of Practice;
“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;
“Order”	means the Electricity (Northern Ireland) Order 1992;
“Planning Standards”	means the standards for the planning, development, operation and maintenance of the NIE System applicable to NIE under the NIE Licence;
“Permitted Exception”	means disclosure of any information which is:

Exception”

1. 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;
2. 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;
3. (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;
4. permitted to be disclosed by the Recipient under the Supply Competition Code;
5. 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
6. 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 the personal data (as defined in the Data Protection Act 1998) provided by NIE to a Supplier and/or the personal data provided by a Supplier to NIE from time to time;

“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 any other entity that holds a Supply Licence;
“Supply” and “Supplied”	refers to the delivery of electricity to the Meter Point, and may include the provision of services required or undertaken in respect of such delivery;
“Supply Agreement”	means an agreement for supply to the Connected Party’s premises between the Connected Party and its Supplier;
“Supply Competition Code”	means the code of that name established by NIE pursuant to the NIE Licence;
“Supply Licence”	means a licence granted under Article 10 of the Order;
“Use of System Agreement”	means an agreement between NIE and the Connected Party or another party pursuant to which the Connected Party or the other party has the right to use the NIE System, and under which the Connected Party or other party agrees to pay Use of System Charges to NIE;
“Use of System Charges”	means charges made or levied, or to be made or levied by NIE for use of the NIE System in accordance with the statement produced under the NIE Licence.

PART II: INTERPRETATION

In this Code of Practice unless the context otherwise requires:

- (a) the singular indicates 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 Use of System Agreement applying between NIE and a Supplier, the provisions of the 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.