

## **Areas in UNC that are related to permissions that do not appear to have an equivalent entry in the iGT UNC.**

In general, the IGT UNC sets out in full any entries relating to permissions rather than pointing across to the UNC. An exception is in K23.6 where the IGT UNC references Annex V-10 of the UNC relating to smart meter

In reviewing the following areas where there is a UNC entry but there does not appear to be an equivalent IGT UNC entry, it is suggested that the following questions needs to be asked:

- **Should the permission be included in the IGT UNC?**
  - o **If so should the wording be replicated or should the IGT UNC point across to the UNC?;**
  - o **Does anything additional need to be added to ensure that the party being provided with the information meets any suitable and necessary access conditions before being given the data?; and**
  - o **Does any further qualification need to be made as to exactly what data the permission is bring granted for?**

### **Extracts from Part V of the UNC**

N.B

Text highlighted in yellow relates to a permission that cannot be found in the IGT UNC

Text highlighted in green is where there are references in both Codes but where the UNC differs

Text in blue is where there is some text in the IGT UNC relating to a permission but where the UNC has much more detail

5.5.3 Nothing in paragraph 5.1 shall apply to the disclosure by the Transporter of Protected Information:

- (a) to any person to the extent such disclosure is required pursuant to the Modification Rules;
- (b) to any User Agent where the disclosure by the Transporter of such Protected Information to the appointing User would not have infringed paragraph 5.1;
- (c) referred to in paragraph 5.3.2(b)(i) where the supplier or consumer concerned has consented to such disclosure pursuant to a Siteworks Contract, Network Exit Provisions or other document contemplated by the Act, the Transporter's Transporter's Licence or the Code as being entered into by the Transporter and the consumer;
- (d) to the Authority where (in connection with any Agency Function of the CDSP) such information is accessible by the Authority by or from the UK Link System to the extent of the access and in accordance with any function or facility thereof described in the UK Link Manual;

- (e) to the Trading System Operator to the extent required pursuant to the provisions of Section D or to any person to the extent required pursuant to the Trading System Arrangements;
- (f) to a consumer or an appropriate person to the extent designated by the authority within Standard Special Condition A31 of the Transporter's Licence and a supplier shall be an appropriate person pursuant to Standard Special Condition A31((2)(d)(ii) where its application is for the receipt of data for change of supplier purposes;
- (g) to another Transporter to the extent such disclosure is required for the purposes of the Code or the Transporter's Licence;
- (h) to a contractor or agent of the Transporter where the contractor or agent has entered into a confidentiality agreement with the Transporter on terms no less onerous than those of this paragraph 5;
- (i) to any person pursuant to an application made in accordance with paragraph 7.3 ('Other User Access') of Schedule 23, version dated 7 November 2008, contained in the Supply Point Administration Agreement ('SPAA') 11th June 2004 made between the parties listed in Schedule 1 of the SPAA;
- (j) to the Performance Assurance Framework Administrator, provided the terms of the relevant PAFA Contract require the Performance Assurance Framework Administrator to maintain the confidentiality of such information on terms no less onerous than those of this paragraph 5, save to the extent disclosure of such information is necessary to comply with the terms of the PAFA Contract; or
- (k) to a person appointed pursuant to the SPAA to provide Energy Theft Tip-off Services ("ETTOS") when information is received by that person of an allegation of a potential theft of gas at a premises and the identity of the relevant Supplier is required. For the purposes of the Code ETTOS shall have the same meaning as contained within SPAA; or
- (l) to a person appointed pursuant to the SPAA to provide Theft Risk Assessment Service, on a quarterly basis, the following data items; Meter Point Reference Number, Meter Point Address and Postcode, and Meter Serial Number. For the purposes of Code TRAS shall have the same meaning as contained within SPAA; and
- (m) the CDSP are authorised to disclose the following data items: Supply Meter Point Reference Number, supply point address, Meter Post Code, supplier, meter mechanism, network operator, meter capacity, meter serial number, Annual Quantity, Local Distribution Zone to a Price Comparison Website where they have received consent from the domestic consumer and where they have entered into confidentiality and service agreements (on terms no less onerous than those in paragraph 5) and reasonable access conditions.
- (i) the CDSP shall, by 31 March each year, produce a report to identify the service recipients who have signed up to the confidentiality and service agreements;
- (ii) **"Price Comparison Website"** (PCW) shall mean an internet-based price comparison service or other internet based TPI that provides comparisons between, and/or access to, personalised quotes for retail energy to domestic customers, and may carry out, on behalf of the domestic customer and instruction to change the domestic customer's retail energy supplier, tariff or both;
- (iii) **"Third Part Intermediary"** (TPI) shall mean an organization or individual acting as a third party intermediary between a domestic customer and a retail energy supplier.

#### 5.5.4 Where:

- (a) the Disclosing Party has complied with the data security requirements of the DSC; and
- (b) notwithstanding such compliance a person obtains any Protected Information by unauthorised access to any element of UK Link for the security of which the Disclosing Party is (in accordance with the DSC) responsible the Disclosing Party shall not be in breach of paragraph 5.1 or 5.2 by virtue of such person having so obtained such Protected Information.

#### 5.6 Survival

The provisions of paragraphs 5.1 to 5.5 shall continue, for a period of 3 years after the User Discontinuance Date, to bind a Discontinuing User and (as respects the Discontinuing User) the Transporter and each other User, notwithstanding that the Discontinuing User has ceased to be a User and irrespective of the reason for such cessation.

## 5.8 Data ownership

5.8.1 Subject to paragraph 5.8.2(a), the data, including metering data, which is processed by or recorded or maintained on the UK Link System by the CDSP pursuant to its Agency Functions (including all intellectual property rights in such data) shall belong for the purposes of the Code to the Transporter which owns or operates the System to which such data relates; and subject to paragraph 5.8.2(b) the Transporter may, but without prejudice to paragraph 5.1 or any other requirement of the Code, use and deal with such data as it thinks fit.

5.8.2 Where pursuant to the Code a User provides or arranges for the provision of data to a Transporter (including provision to the CDSP behalf of the Transporter pursuant to its Agency Functions):

- (a) such data (as provided to the Transporter by the User) shall belong to the User;
- (b) the User hereby grants to the Transporter (its successors, assigns, agents and contractors) a perpetual, non-exclusive, royalty-free licence (which shall survive the User Discontinuance Date) in respect of such data and all intellectual rights therein to use, copy, adapt and deal with such data for the purposes of performance and implementation of the Code and for other purposes contemplated by the Code, but not otherwise;
- (c) paragraph 5.8.1 shall apply in respect of data derived (pursuant to any process) by the Transporter from such data and in all compilations created by or on behalf of the Transporter of such data.

5.8.3 Where pursuant to the Code the Transporter provides data to a User or data which is recorded or maintained on the UK Link System is available to a User, the User shall (but without prejudice to paragraph 5.2) be entitled without charge to use such data for the purposes of performance and implementation of the Code, and for other purposes contemplated by the Code, but not otherwise.

## 5.11 Disclosure of Supply Meter Point Information (Annex V-5)

5.11.1 Where in respect of any Supply Point the CDSP is requested by a Registered Metering Applicant to disclose to such Registered Metering Applicant the information detailed in Annex V-5 (“Supply Meter Point Information”) then the Registered User of such Supply Point agrees that any such request will be regarded as made on behalf of such Registered User and accordingly the CDSP is (pursuant to the DSC) authorised by such Registered User to disclose such Supply Meter Point Information to the Registered Metering Applicant in accordance with such request.

5.11.2 For the purposes of paragraph 5.11.1, “Registered Metering Applicant” is any person who is registered to request and receive Supply Meter Point Information from the CDSP or any person who is not currently registered to request and receive Supply Meter Point Information but such request relates to a period when they were previously registered to request and receive Supply Meter Point Information pursuant to an appropriate registration scheme administered by the CDSP.

5.11.3 Where in respect of any Supply Point for which details of the relevant Meter Asset Manager are not populated in the Supply Point Register the CDSP is requested by an Accredited Meter Asset Manager to disclose information in relation thereto to such Accredited Meter Asset Manager, then provided the Accredited Meter Asset Manager notifies the relevant meter point reference number for each relevant Supply Meter Point comprised within such Supply Point to the CDSP the Registered User of such Supply Point agrees that any such request will be regarded as made on behalf of such Registered User and accordingly the CDSP shall be authorised by such Registered User to disclose the following items of information in respect of each Supply Meter Point comprised in the Supply Point Registration for such Supply Point to the Accredited Meter Asset Manager in accordance with such request:

- (a) meter serial number;
- (b) supplier; and

(c) model (meter).

5.11.4 For the purposes of paragraph 5.11.3, “**Accredited Meter Asset Manager**” is a Meter Asset Manager that is listed on the Supply Point Administration Agreement MAM Registration Scheme listing of accredited Meter Asset Managers published by Lloyds Register.

**Current IGT UNC text that deals with disclosures to Registered metering applicants for comparison with UNC 5.11 above**

**Part K 40 Disclosure of Supplier Identity**

40.1 Where in respect of any Supply Point the Pipeline Operator is requested by a Registered Metering Applicant to disclose to such Registered Metering Applicant the identity of a Supplier then the Registered User of such Supply Point agrees that any such request will be regarded as being on behalf of such Registered User and accordingly the Pipeline Operator is authorised by such Registered User to disclose such Supplier identity to the Registered Metering Applicant in accordance with such request.

40.2 For the purposes of Clause 40.1 the “Registered Metering Applicant” is any person who has been registered to request and receive Supplier identity from the Pipeline Operator pursuant to an appropriate registration scheme administered by the Pipeline Operator.

**5.15 Disclosure of Historic Supply Meter Point Asset and Read Information (Annex V- 8)**

5.15.1 Where in respect of any Supply Point, the CDSP is requested by the Registered User to disclose such historic Supply Meter Point Asset and Read data (the information detailed in Annex V-8 “**Historic Supply Meter Point Asset and Read information**”) then the Registered User of such Supply Points agree that any such request will be regarded as made on behalf of such Registered User and accordingly the CDSP is (pursuant to the DSC) authorised to disclose such Information in accordance with such request.

5.15.2 Upon a request by any Registered User, the CDSP shall as soon as reasonably practicable provide the Registered User with the details specified in paragraph Annex V-8 in respect of each Supply Point (other than an NTS Supply Point) for which the User is the Registered User (relevant Supply Point) at the date on which the CDSP is in receipt of the User’s Request.

5.15.3 For the purposes of paragraph V5.15.1 and V5.15.2 the period of data provision is three (3) years historical data.

**5.16 Disclosure of MAP Information (Annex V-9)**

5.16.1 For the purposes of this paragraph 5.16, “**Meter Asset Provider**” shall mean the provider of the Supply Meter, not having any responsibility for the maintenance of such Supply Meter; and “MAP” shall be construed accordingly.

5.16.2 For the purposes of this paragraph 5.16, “**Meter Point Request Information**” shall include the following information in respect of each Supply Meter Point:

- (a) meter point reference number;
- (b) meter serial number; and
- (c) meter model where the meter capacity is above 11m3.

5.16.3 For the purposes of this paragraph 5.16, “**Meter Point Information**” shall mean the information as detailed in Annex V-9.

5.16.4 Subject to paragraphs 5.16.6 and 5.16.7 below, where the CDSP is requested by a MAP to provide information in respect of a given Supply Meter Point and provided the MAP notifies the CDSP of the Meter Point Request Information for each relevant Supply Meter Point comprised within such Supply Point, then, subject to paragraph 5.16.5, any such request shall be regarded as made on behalf of the Registered User and the CDSP is (pursuant to the DSC) authorised by such Registered User to

disclose the Meter Point Information to the MAP for each Supply Meter Point comprised in the Supply Point Registration for such Supply Point.

5.16.5 Meter Point Information shall only be provided in respect of a given Supply Meter Point where the Meter Point Request Information matches the records on the Supply Point Registration. Where the Meter Point Request Information fails to match the records on the Supply Point Registration the CDSP shall:

- (a) provide a response to the MAP indicating that the Meter Point Request Information supplied by the MAP has failed to match the records on the Supply Point Registration; and
- (b) provide no further information in respect of this Supply Meter Point.

5.16.6 A Meter Asset Provider shall only be entitled to receive the information pursuant to paragraph 5.16.4 where it has not already received such information (or any part thereof) from data flows between suppliers, Meter Asset Managers and MAP.

5.16.7 The MAP and the CDSP shall enter into a confidentiality agreement (on terms no less onerous than those of this paragraph 5) for the purposes of receiving the information pursuant to paragraph 5.16.4. Such confidentiality agreement shall detail the permitted purpose for such information and shall include an expressed benefit on Registered Users and each Registered User shall be entitled to enforce the agreement (pursuant to the Contract (Rights of Third Parties) Act 1999) as if it were the CDSP.

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## 14 THEFT OF GAS

### 14.1 Reporting

14.1.1 The Transporters shall publish a report (at the end of each reporting month) on theft of gas detection performance for Shippers containing the information referred to in Annex V-6 in respect of each Shipper (on an attributable basis) ("**Shipper TOG Report**").

14.1.2 The Transporters shall publish a report (at the end of each reporting month) on theft of gas detection performance for Transporters containing the information in Annex V-7 in respect of each Transporter (on an attributable basis) ("**Transporter TOG Report**").

14.1.3 For the purposes of this paragraph 14, "**reporting month**" shall mean each calendar month for which a report pursuant to paragraph 14.1.1 and 14.1.2 shall be published.

## 15 GAS SAFETY VISITS

15.1.1 Notwithstanding any other provision, throughout this paragraph 15 the following meanings shall apply:

The "**Gas Safety Reports**" are: (i) a report detailing the information referred to in Annex V-11 ("**Industry Gas Safety Report**"); and

(ii) a report detailing the information referred to in Annex V-12 ("**Shipper User Gas Safety Report**"), together "**the Gas Safety Reports**" in respect of a Primary Meter;

(b) "**Primary Meter**" has the meaning given in the Regulations from time to time;

(c) the "**Regulations**" means the Gas Safety (Installation and Use) Regulations 1998.

15.1.2 Where, following the removal of a Primary Meter, the Transporter performs a Supplier's obligations under Regulation 16(3)(b) of Regulations 1998, the Transporter shall publish Gas Safety Reports in accordance with paragraph 15.1.3 below.

15.1.3 After a period of eighteen months from the removal of the relevant Primary Meter, the Transporter shall publish the Gas Safety Reports in respect of each calendar month.