

**XOSERVE LIMITED**

**SERVICES SCHEDULE FOR THE PROVISION OF NON-CODE USER PAYS SERVICES**

**(REFERENCE NUMBER XNCUP(SS)04)**

**DATED 20**

**INTRODUCTION**

- 1 This services schedule forms part of the framework contract for the provision of non-code user pays services entered into between Xoserve Limited and dated 20 (“**the Framework Contract**”).
- 2 Capitalised terms not otherwise defined herein have the meanings given to them or referred to in clause 1 of Part A of the Framework Contract, or in clause 1 of the Conditions (being Part B Annex 2 of the Framework Contract).
- 3 This Services Schedule is divided into 6 Parts and each Part defines a separate Service, as follows:  
  
Part 1 – AQ Enquiry Service  
  
Part 2 – Email Reporting Service  
  
Part 3 – Data Enquiry Service  
  
Part 4 – M Number DVD Service  
  
Part 5 – Registered User Portfolio Report Service  
  
Part 6 – User Telephone Enquiry Service
- 4 The parties agree that this document shall form the Services Schedule for the purposes of the Framework Contract.
- 5 This Services Schedule may be amended from time to time pursuant to the Services Schedule Change Procedure comprised within the Framework Contract.

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Signed for and on behalf of

Signed for and on behalf of

**XOSERVE LIMITED**

Name:

Name:

Position:

Position:

## PART 1

### AQ Enquiry Service

#### Introduction

The AQ Enquiry Service (as defined below) is designed to provide customers with the opportunity to create speculative AQ Values for any Supply Meter Point within their portfolio. The Speculative Calculator Tool uses two meter readings per Supply Meter Point against a range of historic demand and weather factors to calculate the speculative AQ Value.

#### 1 Definitions

1.1 In this Part 1, the following words have the following meanings:

“AQ”	has the meaning given to ‘Annual Quantity’ in the Uniform Network Code;
“AQ Enquiry Service”	means the service provided by Xoserve to the Customer in accordance with this Part 1, namely the calculation of speculative AQ Values using the Speculative Calculator Tool;
“AQ Spec Calc Request File”	means a file in the T19 or T23 UK Link File Format submitted by the Customer to Xoserve via the UK Link Network (such formats being subject to change from time to time), used to submit a request to the Speculative Calculator Tool (such file being the Service Request for the purpose of the Conditions);
“AQ Spec Calc Response File”	means a file in the T20 or T24 UK Link File Format submitted by Xoserve to the Customer via the UK Link Network (such formats being subject to change from time to time), used to submit a response from the Speculative Calculator Tool;
"AQ Value"	means an estimated figure for the AQ for a particular Supply Meter Point as determined by the Speculative Calculator Tool;
“Delivery File”	means a file submitted by Xoserve to the Customer via the UK Link Network acknowledging receipt of the AQ Spec Calc Request File (such file being the Service Request Acceptance for the purpose of the Conditions);
"Meter Point Reference Number"	means the unique identifier for a Supply Meter Point;
“Speculative Calculation”	has the meaning given to it in the Uniform Network Code;
“Speculative Calculator Tool”	means the tool which is part of the UK Link System and is used to perform Speculative Calculations;
“Supply Meter Point”	has the meaning given to it in the Uniform Network Code;
“Supply Point”	has the meaning given to it in the Uniform Network Code;
“UK Link File Format”	has the meaning given to it in the UK Link Manual;
"UK Link Manual"	has the meaning given to it in the Uniform Network Code;
“UK Link Network”	has the meaning given to it in the Uniform Network Code; and
“UK Link System”	has the meaning given to it in the Uniform Network Code.

1.2 All other capitalised terms have the meanings given to them in the Conditions.

## **2 Provision of Service**

### **2.1 Subject always to:**

- 2.1.1 there being a Framework Contract between the Customer and Xoserve;
- 2.1.2 the Customer having submitted the relevant AQ Spec Calc Request File to Xoserve and that file having passed all relevant file validations as determined by Xoserve and to Xoserve's satisfaction (such validations including without limitation those to ensure that all data is in the correct format); and
- 2.1.3 Xoserve having submitted a Delivery File to the Customer;

Xoserve shall, provided that the information requested is in respect of Meter Point Reference Numbers for the Supply Points of which the Customer is the Registered User:

- (a) pass the AQ Spec Calc Request File through to the Speculative Calculator Tool to perform a relevant Speculative Calculation; and
  - (b) provide the Speculative Calculation results in the AQ Spec Calc Response File to the Customer via the UK Link Network.
- 2.2 Subject always to paragraph 2.3 below and the Conditions, where an AQ Spec Calc Request File is received by Xoserve on a Business Day, Xoserve will provide the relevant AQ Spec Calc Response File by no later than the end of the second Business Day following the Business Day of submission of the Delivery File to the Customer. The above period shall be extended by the length of any relevant periods of planned UK Link downtime and User caused UK Link downtime during such period. Where an AQ Spec Calc Request File is received on a non Business Day then for the purposes of this Part 1, it shall be deemed to be received on the first following Business Day and the relevant Delivery File shall be deemed to be submitted on the actual day of submission (if submitted on a Business Day) or the first following Business Day (if submitted on a non Business Day).
- 2.3 In the event that the number of Speculative Calculations being performed by Xoserve on any relevant Business Day exceeds 400,000 in aggregate in respect of all persons (including without limitation the Customer), then the service standard specified in paragraph 2.2 above shall not apply and Xoserve's obligation shall instead be only to use reasonable endeavours to provide the relevant AQ Spec Calc Response File as soon as reasonably practicable having regard to the demands placed upon and capacity of its relevant systems.

## **3 Charging**

- 3.1 The Charges for the AQ Enquiry Service are as set out in the Agency Charging Statement applicable at the date Xoserve issues the Delivery File. For the avoidance of doubt, the Charges shall be calculated based upon the number of AQ Values requested in the AQ Spec Calc Request File submitted, notwithstanding that some of the Meter Point Reference Numbers or other data provided may be invalid or may relate to Supply Points in respect of which the Customer is not entitled to receive the requested information (and therefore may not be reported upon by Xoserve).
- 3.2 Subject always to the other provisions of this Part 1 and subject always to the Conditions, in the event that:
- 3.2.1 the relevant AQ Spec Calc Response File is not provided by the due time as determined pursuant to paragraph 2.2; or
  - 3.2.2 the relevant AQ Spec Calc Response File is corrupted or is incomplete (save in each case where due to an act or omission of the Customer), and no valid replacement file is provided within the time specified in paragraph 2.2,

the Charges in respect of that AQ Spec Calc Response File shall be nil but Xoserve shall remain obliged to provide a valid AQ Spec Calc Response File as soon as reasonably practicable.

- 3.3 For the avoidance of any doubt, no reduction to the Charges shall be applied in the event that the reason for Xoserve failing to meet the performance standards was as a consequence of the Speculative Calculation limit as provided in paragraph 2.3 above being exceeded.
- 3.4 If the Customer has reason to consider that an AQ Spec Calc Response File is corrupt or incomplete, to enable Xoserve to provide it with a valid replacement file as soon as possible the Customer shall promptly inform Xoserve of any issues with the submitted AQ Spec Calc Response File.

## **PART 2**

### **Email Reporting Service**

#### **Introduction**

The Email Reporting Service (as defined below) is designed to provide customers with reports of specific data held within the UK Link System in relation to specific Meter Point Reference Numbers. The available reports and associated data items are as follows:

<b>REPORT ONE: Incoming Shipper Report</b>	
Meter Point Reference Number	Confirmation Status
Current Shipper Name	Confirmation Reference
Name of Incoming Shipper	Current Shipper ID
Full Address Details	Confirming Shipper ID
Post Code	Confirming Supplier Name
Current Shipper Confirmation Status	Current Shipper Effective Date
Confirmation Effective Date	Current Shipper End Date

<b>REPORT TWO: Previous Shipper/Supplier Report</b>	
Meter Point Reference Number	Date Previous Shipper Lost Site
Previous Shipper Name	

<b>REPORT THREE: Current Shipper &amp; MSN Report</b>	
Meter Point Reference Number	Meter Serial Number
Shipper Short Code	

<b>REPORT FOUR: AQ/SOQ/EUC/Exit Zone/Postcode Report</b>	
Meter Point Reference Number	Meterpoint AQ
Post Code	Supply Point AQ
Shipper Short Code	Non-Daily Metered SOQ
Exit Zone	Daily Metered SHQ
Bottom Stop AQ	Daily Metered SOQ
EUC Number	

<b>REPORT FIVE: Meter Removal Date Report</b>	
Meter Point Reference Number	Meter Removal Effective Date
Meter Change Type - MRM	

<b>REPORT SIX: Meter Details Report</b>	
Meter Point Reference Number	Meter Manufacturer
Meter Status	Meter Serial Number
Meter Mechanism	Meter Type
Imperial Indicator	Meter Model
Meter Capacity	Reading Factor
Correction Factor	Number of Dials

<b>REPORT SEVEN: Address Details Report</b>	
Meter Point Reference Number	County
Delivery Point Alias	Post Code
Building Number	Building Name
Street	PAF Indicator
Town	

<b>REPORT EIGHT: Confirmation Effective Date Report</b>	
Meter Point Reference Number	Confirmation Reference
Confirming Shipper Short Code	Confirmation Effective Date

<b>REPORT NINE: Last Meter Read and Date</b>	
Meter Point Reference Number	Latest Read Date
Shipper Short Code	Latest Meter Read

<b>REPORT TEN: Domestic Third Party AQ Report</b>	
Meter Point Reference Number	Meterpoint AQ
Shipper Short Code	

Reports One to Nine are available to the Customer in respect of Meter Point Reference Numbers in respect of which they are the Registered User. Report Ten may not be requested in conjunction with any other Email Report.

## 1. Definitions

1.1 In this Part 2, the following words have the following meanings:

"Email Report"	means any one of the reports referred to above which is based on and produced using data held on the UK Link System;
"Email Reporting Request"	means a request submitted via email by the Customer to Xoserve for the provision of one or more Email Reports and submitted in the manner and format approved by Xoserve (such request being the Service Request for the purpose of the Conditions);
"Email Reporting Request Acknowledgement"	means the message sent via email by Xoserve to the Customer to confirm receipt of the Email Reporting Request and to confirm Xoserve's agreement to provide the requested Email Reporting Service (such acknowledgement being the Service Request Acceptance for the purpose of the Conditions);
"Email Reporting Service"	means the provision of reports via email by Xoserve in accordance with the provisions set out in this Part 2;
"Meter Point Reference Number"	means the unique identifier for a Supply Meter Point;
"Supply Meter Point"	has the meaning given to it in the Uniform Network Code; and
"UK Link System"	has the meaning given to it in the Uniform Network Code.

1.2 All other capitalised terms have the meanings given to them in the Conditions.

## 2. Provision of Service

2.1 Subject always to:

- 2.1.1 there being a Framework Contract between the Customer and Xoserve;
- 2.1.2 the Customer having provided to Xoserve an Email Reporting Request containing details of the Email Report(s) required and a single electronic file of Meter Point Reference Numbers not exceeding 5,000 in number to be processed for all Email Reports requested; and
- 2.1.3 Xoserve having issued an Email Reporting Request Acknowledgement to the Customer,

Xoserve shall, provided such disclosure is permitted (whether under the terms of the Uniform Network Code, the Transporter's Licence or otherwise):

- (a) create the relevant Email Report(s) in respect of each valid Meter Point Reference Number submitted, in line with the Email Reporting Request; and
- (b) submit the Email Report to the Customer by email to such address as Xoserve holds for the Customer for such purposes (the data contained in such Email Report being

reflective of that held on the UK Link System on the preceding Business Day to which the Email Report is produced).

- 2.2 Subject always to paragraphs 2.3 and 2.4 below and the Conditions, the time for performance of the Email Reporting Service shall be as follows:
- 2.2.1 where the Email Reporting Request contains no more than 999 Meter Point Reference Numbers and is acknowledged by Xoserve no later than 12:00 pm on a Business Day, Xoserve shall provide the relevant Email Report(s) by no later than the end of the second Business Day following submission of the Email Reporting Request Acknowledgement;
  - 2.2.2 where the Email Reporting Request contains more than 999 (but not more than 5,000) Meter Point Reference Numbers and is acknowledged by Xoserve no later than 12:00 pm on a Business Day, Xoserve shall provide the relevant Email Report(s) by no later than the end of the fifth Business Day following submission of the Email Reporting Request Acknowledgement;
  - 2.2.3 where the Email Reporting Request contains no more than 999 Meter Point Reference Numbers and is acknowledged by Xoserve after 12:00 pm on a Business Day or at any time on a non Business Day, Xoserve shall provide the relevant Email Report(s) by no later than the end of the third Business Day following submission of the Email Reporting Request Acknowledgement; and
  - 2.2.4 where the Email Reporting Request contains more than 999 (but not more than 5,000) Meter Point Reference Numbers and is acknowledged by Xoserve after 12:00 pm on a Business Day or at any time on a non Business Day, Xoserve shall provide the relevant Email Report(s) by no later than the end of the sixth Business Day following submission of the Email Reporting Request Acknowledgement.

Each of the above periods shall be extended by the length of any relevant periods of planned UK Link downtime and User caused UK Link downtime during the period for performance.

- 2.3 In the event that the Customer submits an Email Reporting Request and the number of Email Reports being prepared by Xoserve at the point in time on which it would ordinarily issue its Email Reporting Request Acknowledgement exceeds twenty (20) in aggregate in respect of all User Pays Customers, then that Email Reporting Request will not in the first instance be acknowledged by Xoserve with an Email Reporting Request Acknowledgement. Xoserve will instead notify the Customer via email, that the Email Reporting Request will not be acknowledged and explaining the reason why. If the Customer wishes to resubmit the Email Reporting Request or to submit further Email Reporting Requests on that day, it may do so and Xoserve will issue Email Reporting Request Acknowledgements, but the performance measures identified in paragraph 2.2 above shall not apply and Xoserve's obligation shall instead be only to use reasonable endeavours to provide the relevant Email Report as soon as reasonably practicable having regard to the demands placed upon and capacity of its relevant systems.
- 2.4 In the event that Uniform Network Code obligations (including without limitation the Annual Quantity (as defined in the Uniform Network Code) review process and system changes notified via the UK Link Committee) at the relevant time are such that it is not reasonably practicable for Xoserve to produce the Email Reports in accordance with the performance measures identified in paragraph 2.2 above then such performance measures shall not apply and Xoserve's obligation shall instead be only to use reasonable endeavours to provide the relevant Email Report as soon as reasonably practicable having regard to the demands placed upon and capacity of its relevant systems (Xoserve notifying the Customer at the time of issue of its Email Reporting Request Acknowledgement of any such constraints and of its estimated time of delivery of any such relevant Email Reports).

### **3. Charging**

- 3.1 The Charges for the Email Reporting Service are as set out in the Agency Charging Statement applicable as at the date Xoserve issues the Email Reporting Request Acknowledgement. For the avoidance of doubt, the Charges shall be calculated per Email Report based upon the number of Meter Point Reference Numbers submitted, notwithstanding that some of those numbers may be invalid or may relate to Supply Meter Points in respect of which the Customer is not entitled to receive the requested information (and therefore may not be reported upon by Xoserve).
- 3.2 Subject always to the other provisions of this Part 2 and subject always to the Conditions, in the event that the relevant Email Report is not provided by the due time as determined pursuant to paragraph 2.2 but is provided by no later than the end of the Business Day following that on which it was due, the Charges in respect of that Email Report shall be reduced to fifty per cent (50%) of the Charges which would otherwise have been due in respect of that Email Report. In the event that the relevant Email Report is not delivered by the end of the Business Day following that on which it was due, the Charges in respect of that Email Report shall be reduced to nil but Xoserve shall remain obliged to provide it as soon as reasonably practicable.
- 3.3 If the Customer has reason to consider that an Email Report is corrupt or incomplete, it shall promptly inform Xoserve of that fact and provide it with supporting evidence. Xoserve shall then validate the Customer's claim and where it is found that such Email Report is corrupted or incomplete (save in each case where due to an act or omission of the Customer), Xoserve shall provide a valid replacement Email Report within ten Business Days from the day on which Xoserve received the Customer's claim. Should it fail to do so, all Charges in respect of that Email Report shall be waived but Xoserve shall remain obliged to provide a valid Email Report as soon as reasonably practicable.
- 3.4 For the avoidance of any doubt, no reduction to the Charges shall be applied in the event that the reason for Xoserve failing to meet the performance standards was as a consequence of the circumstances referred to in paragraph 2.3 above.

## PART 3

### Data Enquiry Service

#### Introduction

The Data Enquiry Service (as defined below) is a web based tool designed to be used by the Authorised Users on the internet browsers Internet Explorer 6, 7 and 8, and Mozilla Firefox 3 (which list of browsers may change from time to time upon not less than 2 months' notice by Xoserve to User Pays Customers), to interrogate certain data relating to a supply meter point. In addition, the Data Enquiry Service also provides Authorised Users the opportunity to access further details pertaining to supply meter points that are within their supply meter point portfolio and other Authorised Users the opportunity to view details of particular supply meter points relating to properties they own.

The normal operational hours of the Data Enquiry Service are from 06.00 to 22.00 hours Monday to Saturday (excluding all bank and public holidays) with data generally being populated on the Data Enquiry System within one (1) Business Day following the date of receipt and acceptance by Xoserve of such data.

#### 1 Definitions

1.1 In this Part 3, the following words have the following meanings:

“Authorised User”	means a person who is provided with a Data Enquiry Service Account for the purpose of accessing the Data Enquiry System;
“Community”	means all registered industry users of the Data Enquiry System in aggregate;
“Core Hours”	means from 08.00 to 18.00 hours Monday to Friday (excluding non Business Days) and on Saturday from 08.00 to 12.00 hours (excluding 25 December and 1 January where applicable);
“Data Enquiry Service”, “Internet Access to Data” and “Data Enquiry System”	means the internet based portal through which the Data Enquiry Service is provided;
“Data Enquiry Service Account”	means an account on the Data Enquiry System with an individual logon that enables an Authorised User to gain access to the Data Enquiry System;
“Data Enquiry Service Access Request”	means the request to create or delete a Data Enquiry Service Account (such request being the

Service Request for the purpose of the Conditions);

“Data Enquiry Service Access Request Acknowledgement”

means an acknowledgement by Xoserve of receipt of a Data Enquiry Service Access Request and to confirm Xoserve’s agreement to provide the requested Data Enquiry Service (being a Service Request Acceptance for the purpose of the Conditions);

“Data Enquiry Service Planned Downtime”

means such period of time as the Data Enquiry System is unavailable during Core Hours in respect of which Xoserve has given notice to the Customer by email not less than four Business Days prior to the relevant downtime;

“Data Enquiry Service Planned Non-refresh time”

means such period of time during which, for operational reasons, data on the Data Enquiry System is not refreshed, and in respect of which Xoserve has given notice to the Customer by email not less than four Business Days prior to the relevant non-refresh time;

"Data Enquiry Service"

means the internet access to data service to be provided by Xoserve in accordance with the terms of this Part 3;

“Data Enquiry Terms”

means the terms of use of the Data Enquiry Service as published on the Website and accepted by Authorised Users when accessing the Data Enquiry System; and

“Data Enquiry Service Unplanned Downtime”

means such period of time as the Data Enquiry System is unavailable during Core Hours to the entire Community (excluding any period of Data Enquiry Service Planned Downtime).

1.2 All other capitalised terms have the meanings given to them in the Conditions.

## **2 Provision of Service**

2.1 Subject always to:

2.1.1 there being a Framework Contract between the Customer and Xoserve;

2.1.2 the Customer having submitted to Xoserve in the due form an appropriate Data Enquiry Service Access Request; and

2.1.3 Xoserve having issued a Data Enquiry Service Access Request Acknowledgement,

Xoserve shall, (as applicable), provided that the same is permitted (whether under the terms of the Uniform Network Code, the Transporter's Licence or otherwise):

- (a) create the relevant Data Enquiry Service Account(s) in accordance with the Data Enquiry Service Access Request;
- (b) delete the relevant Data Enquiry Service Account(s) in accordance with the Data Enquiry Service Access Request;
- (c) record the details of such of the authorised persons notified pursuant to the provisions of clause 2.3.1 of Part A of the Framework Contract as are specified by the Contract Manager, as the Local Security Officers (LSOs) for the Customer;
- (d) during Core Hours, make available a telephone helpline to:
  - (i) log the Customer's request for a Data Enquiry Service Account password reset and provide to the Customer the relevant reference number;
  - (ii) carry out the password reset;
  - (iii) confirm to the Customer that the requested password for the relevant Data Enquiry Service Account has been reset; and
  - (iv) report a fault on the Data Enquiry Service System.

The parties agree that Xoserve may treat each instruction given by an Authorised User of the Customer to the helpline as an instruction which is authorised by and binding upon the Customer.

2.2 Subject always to paragraph 2.4 below and the Conditions, the following performance measures for the Data Enquiry Service shall apply:

	Performance Measure	Relevant Paragraph Number
1	For each calendar month, ensure that Data Enquiry Service Unplanned Downtime is no more than 3% of the total Core Hours in that month.	n/a
2	Ensure that the data accessible via the Data Enquiry System is updated within two (2) Business Days following the date of receipt and acceptance by Xoserve of such data	n/a
3	Create a new Data Enquiry Service Account for the Customer by no later than the end of the tenth Business Day following the Business Day on which Xoserve issues its Data Enquiry Service Access Request Acknowledgement or (if later) upon the date for creation requested by the Customer	2.1(a)
4	Delete an Data Enquiry Service Account for the Customer by no later than the end of the tenth Business Day following the Business Day on which Xoserve issues its Data Enquiry Service Access Request Acknowledgement or (if later) upon the date for deletion requested by the Customer	2.1(b)
5	Re-set the password for an Data Enquiry Service Account by no	2.1(d)

	later than the end of the Business Day following the logging of the Customer's request via the telephone helpline	
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- 2.3 For the avoidance of doubt, the Data Enquiry Terms will also apply to the Customer's use of the Data Enquiry System. If there is any conflict between this Part 3 and the Data Enquiry Terms, the provisions within this Part 3 shall prevail.
- 2.4 For the purposes of Performance Measure 2, the period to update data shall be extended by the length of any relevant periods of planned UK Link downtime, User caused UK Link downtime, Data Enquiry Service Planned Non-refresh time and Data Enquiry Service Planned Downtime.

### 3 Charging

3.1 The Charges for the Data Enquiry Service are as set out in the Agency Charging Statement applicable from time to time (and are not fixed at the time Xoserve issues its Data Enquiry Service Access Request Acknowledgement).

3.2 Subject always to the other provisions of this Part 3 and subject always to the Conditions, in the event that Xoserve fails to meet the performance measures provided in paragraph 2.2 above, the Charges shall be reduced as follows:

3.2.1 in the event that Xoserve fails to meet Performance Measure 1 (Data Enquiry Service Unplanned Downtime not exceeding 3% of total Core Hours in a month) and such unavailability was not caused or contributed to whether in whole or in part by any act of omission of any one or more persons in the Community (or any person acting on any of such person(s) behalf) or by any computer system of any of such persons, the Charges shall be reduced in accordance with the provisions of the following table in respect of the relevant Data Enquiry Service Account(s) of the Customer for the month in which the unavailability occurred:

Data Enquiry Service Unplanned Downtime in a calendar month (as a percentage of total Core Hours in that month)	Reduction applied to monthly Charges
3% or less	0%
3.01 – 5%	5%
5.01 – 10%	15%
10.01 – 15%	25%
15.01 – 20%	40%
20.01 – 30%	50%
30.01 – 50%	60%
More than 50%	80%

3.2.2 in the event that Performance Measure 1 is satisfied in a calendar month and so there is no reduction in Charges as a consequence thereof, but there has nevertheless been Data Enquiry Service Unplanned Downtime in that month then, in respect of any affected Data Enquiry Service Accounts:

(a) where such Data Enquiry Service Unplanned Downtime exceeds 4 continuous hours within Core Hours on a day but does not exceed 6 continuous hours, the Charges shall be reduced by 50% of the relevant daily failure charge rate published from time to time in the Agency Charging Statement (**“the Daily Failure Charge Rate”**) for each such relevant day; and

(b) where such Data Enquiry Service Unplanned Downtime exceeds 6 continuous hours within Core Hours on a day then such reduction shall be increased to 100% of the Daily Failure Charge Rate for the day;

3.2.3 in relation to Performance Measure 2 (data within Data Enquiry Service to be updated within two (2) Business Days of receipt by Xoserve of such data), if the Customer has reason to consider that the data accessible via the Data Enquiry System was not updated within two Business Days of receipt and acceptance by Xoserve of such data (or such extended period as is determined pursuant to the provisions of paragraph 2.4) then the Customer shall promptly inform Xoserve of such fact and provide supporting evidence. Xoserve shall then validate the Customer’s claim and where it is found that such data was not so updated then Xoserve shall update the Data

Enquiry System within 10 Business Days of the date on which Xoserve receives the Customer's claim. Should it fail to do so then, in respect of the affected Data Enquiry Service Accounts only, the Charges shall be reduced by 50% of the relevant Daily Failure Charge Rate for each day on which such Performance Measure continues to not be satisfied, operating from the date on which the Customer first notified Xoserve of the fact that data was out of date and required updating;

- 3.2.4 in the event that Xoserve fails to meet Performance Measure 3 (creation of new Data Enquiry Service Account) then no Charge shall be levied in respect of that Data Enquiry Service Account for the calendar month in which it was created; and
  - 3.2.5 in the event that Xoserve fails to meet Performance Measure 4 (deletion of Data Enquiry Service Account) then no Charge shall be levied in respect of that Data Enquiry Service Account from the day following that on which it should have been deleted had the Performance Measure been satisfied.
- 3.3 For the avoidance of any doubt, no reduction to the Charges shall be applied in the event that there is any failure by Xoserve to satisfy Performance Measure 5, nor shall Xoserve incur any liability as a consequence thereof.

## PART 4

### M Number DVD Service

#### Introduction

The M Number DVD Service (as defined below) is designed to provide customers with an electronic copy in DVD format of selected data items for supply meter point records.

#### 1 Definitions

1.1 In this Part 4, the following words have the following meanings:

"Ad hoc M Number DVD Service"	means the service to provide a single copy of an M Number DVD, as further detailed in this Part 4;
"Annual M Number DVD Service"	means the service to provide a single copy of an M Number DVD, in respect of each M Number Quarter for the period of the M Number DVD Service, as further detailed in this Part 4;
"M Number DVD"	means a DVD produced by Xoserve containing supply meter point data based on data held by Xoserve on a date or dates within the relevant M Number Quarter and produced at or around the M Number Quarter Day at the end of such M Number Quarter;
"M Number Quarter"	means each 3 month period ending on an M Number Quarter Day;
"M Number Quarter Day"	means each of 30 June, 30 September, 31 December and 31 March;
"M Number DVD Service"	means the provision by Xoserve of the Ad hoc M Number DVD Service or the Annual M Number DVD Service in accordance with the provisions of this Part 4;
"M Number DVD Service Acknowledgement"	means the message sent by Xoserve to the Customer to confirm receipt of the M Number DVD Service Request and to confirm Xoserve's agreement to provide the required M Number DVD Service (such acknowledgement being the Service Request Acceptance for the purpose of the Conditions);
"M Number DVD Service Request"	means a request by the Customer for the provision of either an Ad hoc M Number DVD Service or an Annual M Number DVD Service and submitted in the manner and format approved by Xoserve (such request being the Service Request for the purpose of the Conditions);
"UK Link System"	has the meaning given to it in the Uniform Network Code; and
"Year"	means each period of 12 months from 1 April to the following 31 March.

1.2 All other capitalised terms have the meanings given to them in the Conditions.

## 2 Provision of Service

### 2.1 Subject always to:

- 2.1.1 there being a Framework Contract between the Customer and Xoserve;
- 2.1.2 the Customer having notified Xoserve by means of an M Number DVD Service Request specifying whether it requires an Ad hoc M Number DVD Service or an Annual M Number DVD Service; and
- 2.1.3 Xoserve having issued an M Number DVD Service Acknowledgement,

Xoserve shall, provided that such disclosure is permitted whether under the terms of the Uniform Network Code, the Transporter's Licence or otherwise:

- (a) in the case of an Annual M Number DVD Service, create an M Number DVD for each M Number Quarter Day for the period of the M Number DVD Service provided that a valid M Number DVD Service Request was received by Xoserve not less than 10 Business Days prior to the first M Number Quarter Day in respect of which the Annual M Number DVD Service is requested and that there are not less than two M Number Quarter Days remaining in the Year in which the relevant M Number DVD Service Request Acknowledgement is issued. Xoserve shall send the M Number DVDs to the Customer within 20 Business Days following the relevant M Number Quarter Day by first class recorded delivery post to such address as Xoserve maintains for the Customer;
- (b) in the case of an Ad hoc M Number DVD Service, create an M Number DVD for either (dependent upon the Customer's request) the immediately preceding M Number Quarter Day or (provided that the M Number DVD Service Request was received by Xoserve not less than 10 Business Days prior to such M Number Quarter Day) the next following M Number Quarter Day. Xoserve shall send the M Number DVD to the Customer within 20 Business Days following the date on which Xoserve issues its M Number DVD Service Request Acknowledgement or, if later, within 20 Business Days following the relevant M Number Quarter Day, in each case by first class recorded delivery post to such address as Xoserve maintains for the Customer; and
- (c) any period for performance of the M Number DVD Service shall be extended by the length of any relevant periods of planned UK Link downtime and User caused UK Link Downtime which occurs during the 20 Business Day performance period.

2.2 Subject to any early termination rights within the Contract, the Annual M Number DVD Service will continue for such period (ending on 31 March in a Year) as is stated in the M Number DVD Service Request and M Number DVD Service Acknowledgement, or otherwise until such time as the Customer terminates the relevant M Number DVD Service Request by giving Xoserve notice in writing of its intention to terminate in accordance with clause 10.1 of the Conditions. Upon the expiry of an Annual DVD Service at the end of a Year, Xoserve will nevertheless remain obliged to send, and the Customer will remain obliged to pay for, the M Number DVD produced in respect of the last M Number Quarter in that Year notwithstanding that the M Number DVD will not be due to be sent until after the end of such Year.

2.3 In the event that an Annual M Number DVD Service is terminated for whatever reason pursuant to the Conditions prior to the end of a Year then (save where such termination was as a result of a material breach by, or the insolvency of, Xoserve) the Customer shall pay to Xoserve an early termination fee calculated as being 10% of the Charges which would otherwise have been due in respect of the remaining M Number DVDs for that Year not issued as a consequence of such early termination.

### 3 Charging

- 3.1 The Charges for the Ad Hoc M Number DVD Service are as set out in the Agency Charging Statement applicable as at the date Xoserve issues the M Number DVD Service Acknowledgement.
- 3.2 The Charges in respect of the first Year (or part thereof) for the Annual M Number DVD Service are as set out in the Agency Charging Statement in force as at the date on which Xoserve issues its M Number DVD Service Acknowledgment (unless such M Number DVD Service Acknowledgement is issued in advance of the Year for which the Annual M Number DVD Service is required, in which case the Charges in respect of that Year shall be those applicable on 1 April at the beginning of that Year). The Charges for the Annual M Number DVD Service will be revised as from 1 April of each Year in which the Customer takes up the Annual M Number DVD Service, the revised Charges to be as set out in the Agency Charging Statement in force as of 1 April of that Year.
- 3.3 The Charges for the Annual M Number Service are an annual charge calculated on the assumption that the Customer will subscribe for four M Number DVDs in each Year. In the event that the Customer subscribes for less than four M Number DVDs in the Year in which it submits its M Number DVD Service Request then the Charges for that part Year shall be calculated as follows:

$$\frac{\text{Annual Charges}}{4} \quad \times \quad \text{number of M Number Quarter Days remaining in the Year in which the M Number DVD Service Request is submitted} \quad \times \quad 110\%$$

- 3.4 Xoserve shall issue an invoice to the Customer in arrears for the Charges after the submission of each M Number DVD to the Customer. In the case of the Annual M Number DVD Service, invoices shall be issued by Xoserve in arrears after each M Number Quarter Day.
- 3.5 Subject always to the other provisions of this Part 4 and subject always to the Conditions, in the event that Xoserve fails to send an M Number DVD within the relevant period as provided in paragraph 2.1 above, the Charges shall be reduced as follows:
- 3.5.1 in the event that an M Number DVD is not sent by Xoserve by the due time as determined pursuant to paragraph 2.1 but is sent by no later than the tenth (10<sup>th</sup>) Business Day following the date on which it was due to be sent, the Charges due in respect of such DVD only shall be reduced to fifty per cent (50%) of the Charges which would otherwise have been due. Where an M Number DVD is not sent by the end of such tenth (10<sup>th</sup>) Business Day, the Charges due in respect of such DVD only shall be nil but Xoserve shall remain obliged to send an M Number DVD as soon as reasonably practicable; and
- 3.5.2 in the event that the relevant M Number DVD is corrupted or is incomplete (save in the case where due to an act or omission of the Customer) then, provided the Customer has notified Xoserve in writing of such fact within fifteen (15) Business Days of the M Number DVD being sent:
- (a) Xoserve shall send a replacement M Number DVD to the Customer as soon as reasonably practicable;
  - (b) the Charges due in respect of such DVD only shall be reduced to fifty per cent. (50%) of the Charges which would otherwise have been due where a valid replacement DVD is sent by Xoserve within twenty (20) Business Days of receipt of such written notification by the Customer, and

- (c) where a valid replacement DVD is not sent by the end of the twentieth (20<sup>th</sup>) Business Day of receipt by Xoserve of such written notification by the Customer, the Charges due in respect of such DVD only shall be nil but Xoserve shall remain obliged to send a valid M Number DVD as soon as reasonably practicable.

3.6 For the purposes of this paragraph 3, 'sent' shall refer to the time of posting by Xoserve rather than the time of receipt by the Customer.

## PART 5

### Registered User Portfolio Report Service

#### Introduction

The Registered User Portfolio Report Service (as defined below) is designed to provide customers either on an ad hoc or an ongoing annual basis, with portfolio reports of supply meter point data. Details of the reports available, their frequency and the data items to be contained within them, are detailed in Tables 1 and 2 below.

**Table 1**

<b>Registered User Portfolio Report name</b>	<b>Description</b>	<b>Frequency</b>
Query Management – Standards of Service	Standards of service report for a month.	Annual Service (scheduled monthly reports)
		Ad hoc Service (for one scheduled monthly report)
Registered User Portfolio Statement	Number of supply points by type at a point in time	Annual Service (scheduled monthly reports)
		Ad hoc Service (for one scheduled monthly report)
Registered User Portfolio Report	Registered User's UNC portfolio details as recorded on the Sites and Meters Database at a point in time.	Annual Service (scheduled monthly reports)
		Ad hoc Service (for one scheduled monthly report)
CSEPS Portfolio Report	Registered User's CSEP portfolio details at a point in time.	Annual Service (scheduled monthly reports)
		Ad hoc Service (for one scheduled monthly report)
Unique Sites Portfolio	Registered User's Unique Sites portfolio details at a point in time.	Annual Service (scheduled monthly reports)
		Ad hoc Service (for one scheduled monthly report)
Annual Asset Portfolio	Registered User's UNC portfolio, containing meter asset details at a point in time.	Annual Service (once per Year)
		Ad hoc Service (as agreed)
Transco Asset Portfolio	Industry portfolio of meter asset and metering services information for larger capacity meters (above 11 cubic meters) at a point in time.	Annual Service (scheduled monthly reports)
		Ad hoc Service (for one scheduled monthly report)
Data Portfolio Snapshot	Report of high level portfolio information for Smaller Supply Points	Annual Service (scheduled monthly reports)
		Ad hoc Service (for one scheduled monthly report)

Data Enquiry Service Last Accessed Report	To provide a list of all Data Enquiry Service accounts with their current status and last accessed date	Annual Service – monthly (scheduled monthly reports) Annual Service - quarterly (four (4) scheduled reports (April, July, October, January each Year)) Annual Service – six-monthly (two (2) scheduled reports (April and October each year)) Ad hoc Service (for one scheduled monthly report)
Historic asset and read portfolio report	To provide historic asset and read information for a period up to three (3) years prior to the current Registered User's confirmation effective date.	Annual Service – quarterly, (four (4) scheduled reports (April, July, October, January each Year)) Annual Service – monthly (scheduled monthly reports)

**Table 2 Report Data Items**

<b>Query Management – Standards of Service (Data Source: ConQuest Query Management System)</b>
Query Management Performance statistics overall and individual shipper performance; queries resolved in standard and performance for: - 4 day target - 10 day target - 20 day target And Shipper shadow log

<b>Registered User Portfolio Statement (Data Source: UK Link System)</b>		
Domestic Supply Points	Total Meter Points	Total TNI Supply Points
Domestic Supply Point Market Share	Meter Point Market Share	Total TNI Meter Points
I&C Supply Points	Small I&C Supply Points	TNI DMA Supply Points
I&C Supply Point Market Share	Large I&C Supply Points	TNI DMC Supply Points
Total Supply Points	DMA Supply Points	Total SNI Supply Points
Supply Point Market Share	DMC Supply Points	Total SNI Supply Points
Domestic Meter Points	Total FIRM Supply Points	Total SNI Supply Points
Domestic Meter Point Market Share	Total FIRM Meter Points	SNI DMA Supply Points
I&C Meter Points	FIRM DMA Supply Points	SNI DMC Supply Points
I&C Meter Point Market Share	FIRM DMC Supply Points	

<b>Registered User Portfolio Report (Data Source: UK Link System)</b>			
Address	Local Distribution Zone Identifier	Zone	Postcode
Confirmation Effective Date	Meter Point Annual Quantity		Meter Reading Factor
Confirmation Reference Number	Meter Correction Factor		Meter Reading Units
Shipper Confirmation Reference	Meter Link Code		Meter Serial Number
Datalogger Serial Number	Meter Point Reference		Shipper Short Code

	Number	
Daily Metered Supply Point Quantity (SOQ)	Meter Read Frequency Code	Supply Point Annual Quantity
End User Category Number	Non Daily Metered Supply Point Quantity (SOQ)	Supply Type Code
Exit Zone Identifier	Number of Dials	

<b>CSEPS Portfolio Report (Data Source: CSEPs Database)</b>		
CSEP Name	CS_EXIT	NOM_SOQ
CS_ADDR1	CSEP First Active	NOM_START
CS_ADDR2	Max CS_AQ	No of ISEPS
CS_ADDR3	DIST_CODE	No of Supply Points
CS_ADDR4	PGT_FULL_NAME	Emergency Cover
CS_POSTCODE	PGT_ID	Gas Flowing
CS_LDZ	MTR_LOGMET	NOM_EUC
CS_PARENT	NOM_AQ	SHIPPERS_NAME

<b>Unique Sites Portfolio (Data Source: Unique Sites Database)</b>		
Site Id	NTS shorthaul y/n	LDZ
Site name	RTS shorthaul y/n	Exit Zone
Meter Point Reference Number	Firm/interruptible	BSSOQ
AIS Logger number	AQ	Aggregate BSSOQ
Postcode	SOQ	
Meter logical number	SHQ	

<b>Annual Asset Portfolio (Data Source: UK Link System)</b>
As specified from time to time in AI_0_PERIODIC_PORTFOLIO_NOTFN in the UK Link Manual

<b>Transco Asset Portfolio (Data Source: UK Link System)</b>
As specified from time to time in RT_P17_TRANSCO_ASSET_PORTFOLIO_DETAIL in the UK Link Manual

<b>Data Portfolio Snapshot (Data Source: UK Link System - M93 Record Type) (note: this Report only provides information for Smaller Supply Points)</b>
MPRN OUTCODE INCODE CNF Reference Number LDZ ID Meter Serial Number Meter AQ Portfolio Effective Date (extraction / run Date)

<b>Data Enquiry Service Last Accessed Report (Data Source: Data Enquiry Service)</b>
Data Enquiry Service User ID Account Created Date Organisation (Customer) Account Status (e.g. open) Locked Date (if applicable) Last Accessed Date

<b>Historic Asset and Read Portfolio (Data Source: UK Link System)</b>
Shipper Short Code

Meter Point Reference Number
Meter Reading
Meter Read Date
Read Type
Corrector Corrected Reading
Corrector Uncorrected Read
Meter Manufacturer Code
Meter Model Name
Meter Serial Number
Meter Number of Digits or Dials
Number of Corrected Dials
Meter Through Zeros Count
Corrector Through Zeros Count
Imperial Meter Indicator
Meter Reading Factor
Reading Units
Correction Factor
Exchange Meter Serial Number
Exchange Correction Factor
Exchange Imperial Indicator
Exchange Reading Factor
Exchange Reading Units
Exchange Number of Digits or Dials
Exchange Meter Through Zeros
Exchange Start Reading
Exchange Start Reading Date
Exchange End Reading
Exchange End Reading Date
Corrector Exchange Start Reading
Corrector Exchange Reading Date
Corrector Exchange End Reading
Corrector Exchange End Reading Date
Filter Failure Triggered

## 1 Definitions

1.1 In this Part 5, the following words have the following meanings:

“Ad hoc Registered User Portfolio Report Service”	means the service to provide a single Registered User Portfolio Report identified with an ‘Ad hoc’ frequency in Table 1 above, as further detailed in this Part 5;
“Annual Registered User Portfolio Report Service”	means the service to provide a Registered User Portfolio Report identified with an ‘Annual Service’ frequency in Table 1 above, either annually, quarterly, six-monthly or in respect of each calendar month (as applicable), in each case for the period of the Annual Registered User Portfolio Report Service;
“ConQuest Query Management System”	means the system used by Registered Users and Xoserve for the querying and resolution of certain queries;
“CSEP”	has the meaning given to it in the Uniform Network Code;
“CSEPs Database”	means the stand alone database on which is recorded details of CSEPs;
“Data Enquiry Service”	means the Data Enquiry Service as described in Part 3 of this Services Schedule;
“Registered User”	has the meaning given to it in the Uniform Network Code;

“Registered User Portfolio Report”	means a report being of a type as provided in Table 1 above;
“Registered User Portfolio Report Acknowledgement”	means the message sent by Xoserve to the Customer to confirm receipt of the Registered User Portfolio Report Request and to confirm Xoserve’s agreement to provide the relevant Registered User Portfolio Report Service (such acknowledgement being the Service Request Acceptance for the purpose of the Conditions);
“Registered User Portfolio Report Request”	means a request by the Customer for the provision of either an Ad hoc Registered User Portfolio Report Service or an Annual Registered User Portfolio Report Service, and submitted in the manner and format approved by Xoserve (such request being the Service Request for the purpose of the Conditions);
“Registered User Portfolio Report Service”	means the provision by Xoserve of the Ad hoc Registered User Portfolio Report Service or the Annual Registered User Portfolio Report Service in accordance with the provisions of this Part 5;
“Sites and Meters Database”	means the part of the UK Link System which is the primary source of information relating to Supply Meter Points;
“Smaller Supply Point”	has the meaning given to it in the Uniform Network Code;
“Supply Meter Point”	has the meaning given to it in the Uniform Network Code;
“UK Link Network”	has the meaning given to it in the Uniform Network Code;
“UK Link System”	has the meaning given to it in the Uniform Network Code;
“Unique Site”	has the meaning given to “Special Metering Supply Point” in the Uniform Network Code;
“Unique Sites Database”	means the stand alone system on which is recorded details of each Unique Site; and
“Year”	means each period of 12 months from 1 April to the following 31 March.

1.2 All other capitalised terms have the meanings given to them in the Conditions.

## 2 Provision of service

2.1 Subject always to:

2.1.1 there being a Framework Contract between the Customer and Xoserve;

2.1.2 the Customer being a Registered User;

2.1.3 the Customer having notified Xoserve by means of a Registered User Portfolio Report Request specifying whether it requires an Ad hoc Registered User Portfolio Report Service or an Annual Registered User Portfolio Report Service and if applicable the frequency of such report; and

2.1.4 Xoserve having issued a Registered User Portfolio Report Acknowledgement,

Xoserve shall, provided that such disclosure is permitted whether under the terms of the Uniform Network Code, the Transporter’s Licence or otherwise:

(a) in the case of an Annual Registered User Portfolio Report Service, create a Registered User Portfolio Report of the relevant type requested (being one with an Annual Service frequency in Table 1 above) on an annual, quarterly, six-monthly or calendar month basis (as applicable) for the period of the Registered User Portfolio Report Service, provided that:

- (i) a valid Registered User Portfolio Report Request was received by Xoserve no later than such date as is published by Xoserve on the Website for the first of the Registered User Portfolio Reports to be issued pursuant to such Annual Registered User Portfolio Report Service; and
  - (ii) (in the case of monthly or quarterly or six-monthly reports) there are not less than two relevant Registered User Portfolio Reports remaining to be issued in the Year in which the Registered User Portfolio Request Acknowledgement is issued; and
- (b) in the case of an Ad hoc Registered User Portfolio Report Service, create a single Registered User Portfolio Report of the relevant type requested (being one with an Ad hoc Service frequency in Table 1 above), provided that the Registered User Portfolio Report Request was received by Xoserve no later than such date as is published by Xoserve on the Website for the Registered User Portfolio Report which is requested;

in each case following which Xoserve shall then send the relevant Registered User Portfolio Report(s) in accordance with the dates published by Xoserve on the Website (such dates being extended by any relevant periods of planned UK Link downtime and User caused UK Link downtime). Such reports shall be sent at Xoserve's discretion in electronic format in csv, .txt or Excel and shall be delivered by UK Link Network, email or compact disc (in the latter case by first class recorded delivery) to such IX, email or postal address (as applicable) as Xoserve maintains for the Customer for such purposes.

- 2.2 Subject to any early termination rights within the Contract, the Annual Registered User Portfolio Report Service will continue for such period (ending on 31 March in a Year) as is stated in the Registered User Portfolio Report Request and Registered User Portfolio Report Acknowledgement or otherwise until such time as the Customer terminates the relevant Registered User Portfolio Report Request by giving Xoserve notice in writing of its intention to terminate in accordance with clause 10.1 of the Conditions. Upon the expiry of an Annual Registered User Portfolio Report Service at the end of a Year, Xoserve will nevertheless remain obliged to send, and the Customer will remain obliged to pay for, any Registered User Portfolio Report produced in respect of that Year but not due to be sent until after the end of such Year.
- 2.3 In the event that an Annual Registered User Portfolio Report Service is terminated for whatever reason pursuant to the Conditions prior to the end of a Year then (save where such termination was as a result of a material breach by, or the insolvency of, Xoserve) the Customer shall pay to Xoserve an early termination fee calculated as being 10% of the Charges which would otherwise have been due in respect of the remaining Registered User Portfolio Reports for that Year not issued as a consequence of such early termination.

### **3 Charging**

- 3.1 The Charges for the Ad Hoc Registered User Portfolio Report Service are as set out in the Agency Charging Statement applicable as at the date Xoserve issues the Registered User Portfolio Report Acknowledgement.
- 3.2 The Charges in respect of the first Year (or part thereof) for the Annual Registered User Portfolio Report Service are as set out in the Agency Charging Statement in force as at the date on which Xoserve issues its Registered User Portfolio Report Acknowledgement (unless such Registered User Portfolio Report Acknowledgement is issued in advance of the Year for which the Annual Registered User Portfolio Report Service is required, in which case the Charges in respect of that Year shall be those applicable on 1 April at the beginning of that Year). The Charges for the Annual Registered User Portfolio Report Service will be revised as from 1 April of each Year in which the Customer takes up the Annual Registered User Portfolio Report Service, the revised Charges to be as set out in the Agency Charging Statement in force as at 1 April of that Year.

3.3 The Charges for the Annual Registered User Portfolio Report Service are an annual charge calculated on the assumption that the Customer will subscribe for one annual, twelve monthly, four quarterly or two six-monthly Registered User Portfolio Reports (as applicable) in each Year. In the event that the Customer subscribes for less than the full number reports in the Year in which it submits its Registered User Portfolio Request, then the Charges for that part Year shall be calculated as follows:

where the remaining number of monthly reports to be issued in the Year is less than 12 but not less than 6:

$$\frac{\text{Annual Charges}}{12} \times \text{remaining number of reports to be issued in the Year in which the Registered User Portfolio Request is submitted} \times 110\%$$

where the remaining number of monthly reports to be issued in the Year is less than 6 but not less than 2:

$$\frac{\text{Annual Charges}}{12} \times \text{remaining number of reports to be issued in the Year in which the Registered User Portfolio Request is submitted} \times 125\%$$

where the remaining number of quarterly reports to be issued in the Year is less than 4 but not less than 2:

$$\frac{\text{Annual Charges}}{4} \times \text{remaining number of reports to be issued in the Year in which the Registered User Portfolio Request is submitted} \times 110\%$$

3.4 Xoserve shall issue an invoice to the Customer in arrears for the Charges after the submission of each Registered User Portfolio Report to the Customer.

3.4.1 In the case of the Annual Registered User Portfolio Report Service for monthly reports, invoices shall be issued by Xoserve monthly in arrears.

3.4.2 In the case of the Annual Registered User Portfolio Report Service for quarterly reports, invoices shall be issued by Xoserve in the month following delivery.

3.4.3 In the case of the Annual Registered User Portfolio Report Service for six-monthly reports, invoices shall be issued by Xoserve in the month following delivery

3.5 Subject always to the other provisions of this Part 5 and subject always to the Conditions, in the event that a Registered User Portfolio Report is not sent by Xoserve by the due time as determined pursuant to paragraph 2.1 but is sent by no later than the tenth Business Day following the date on which it was due to be sent, the Charges due in respect of such Registered User Portfolio Report only shall be reduced to fifty per cent. (50%) of the Charges which would otherwise have been due. In the event that the relevant Registered User Portfolio Report is not sent by the end of the tenth Business Day following that on which it

was due to be sent, the Charges due in respect of such Registered User Portfolio Report shall be nil but Xoserve shall remain obliged to send the Registered User Portfolio Report as soon as reasonably practicable.

- 3.6 If the Customer has reason to consider that a Registered User Portfolio Report is corrupt or incomplete, it shall promptly inform Xoserve of that fact and provide it with appropriate supporting evidence. Xoserve shall then validate the Customer's claim and where it is found that such Registered User Portfolio Report is corrupt or incomplete (save in the case where due to an act or omission of the Customer), Xoserve shall send a valid Registered User Portfolio Report within 20 Business Days of the date on which Xoserve receives the Customer's claim. Should it fail to do so, all Charges due in respect of such Registered User Portfolio Report only shall be waived but Xoserve shall remain obliged to send a valid Registered User Portfolio Report as soon as reasonably practicable.
- 3.7 For the purposes of this paragraph 3, 'sent' shall refer to the time of despatch by Xoserve rather than the time of receipt by the Customer.

## PART 6

### User Telephone Enquiry Service

#### Introduction

The User Telephone Enquiry Service (as defined below) is designed to provide customers with access to specific data held within the UK Link System in relation to specific Meter Point Reference Numbers via a telephone enquiry facility.

#### 1. Definitions

1.1 In this Part 6, the following words have the following meanings:

“Community”	means all users of the User Telephone Enquiry Service in aggregate;
“Core Hours”	means from 08.30 – 17.00 hours Monday to Friday (excluding non Business Days);
“Customer Password”	means the password provided by the Customer to Xoserve in its User Telephone Enquiry Service Request to enable Xoserve to verify the identity of the Customer during the Telephone Call (as the same may be amended from time to time pursuant to the provisions of this Part 6);
“Meter Point Reference Number”	means the unique identifier for a Supply Meter Point;
“Supply Meter Point”	has the meaning given to it in the Uniform Network Code;
“Telephone Call”	means a single telephone call made by the Customer to the Telephone Number pursuant to the provisions of this Part 6;
“Telephone Number”	means the telephone number provided by Xoserve to the Customer by which the Customer accesses the User Telephone Enquiry Service;
“UK Link System”	has the meaning given to it in the Uniform Network Code;
“User Telephone Enquiry Service”	means the telephone service provided by Xoserve to the Customer in accordance with this Part 6, being the provision of specific data as held on the UK Link System in respect of specific Meter Point Reference Numbers;
“User Telephone Enquiry Service Planned Downtime”	means such period of time as the User Telephone Enquiry Service is unavailable during Core Hours in respect of which Xoserve has given not less than four Business Days’ notice by email to the Customer;
“User Telephone Enquiry Service Unplanned Downtime”	means such period of time as the User Telephone Enquiry Service is unavailable during Core Hours to the entire Community (excluding any periods of User Telephone Enquiry Service Planned Downtime, planned UK Link

downtime and User caused UK Link downtime, as such terms are defined in the Conditions);

“User Telephone Enquiry Service Volume Band” means the band as notified by the Customer to Xoserve in its User Telephone Enquiry Service Request (as such band may be amended from time to time pursuant to the provisions of paragraph 3.2), which band shall determine the number of Telephone Calls which the Customer is permitted to make to Xoserve at the prescribed Charge over a Year;

“User Telephone Enquiry Service Request” means a request made by a Customer to access the User Telephone Enquiry Service, detailing the User Telephone Enquiry Service Volume Band, the required User Telephone Enquiry Service Request Period and Customer Password, and submitted in the manner and format approved by Xoserve (such request being the Service Request for the purpose of the Conditions);

“User Telephone Enquiry Service Request Acknowledgement” means the message sent by Xoserve to the Customer to confirm receipt of the User Telephone Enquiry Service Request and to confirm Xoserve’s agreement to provide the User Telephone Enquiry Service (such acknowledgement being the Service Request Acceptance for the purpose of the Conditions);

“User Telephone Enquiry Service Request Period” means the period as stated in the User Telephone Enquiry Service Request (such period ending on 31 March in a Year) during which the Customer wishes to receive the benefit of the User Telephone Enquiry Service; and

“Year” means each period of 12 months from 1 April to the following 31 March.

1.2 All other capitalised terms have the meanings given to them in the Conditions.

## 2 Provision of Service

2.1 Subject always to:

2.1.1 there being a Framework Contract between the Customer and Xoserve;

2.1.2 the Customer having provided to Xoserve a fully completed User Telephone Enquiry Service Request; and

2.1.3 Xoserve having issued a User Telephone Enquiry Service Request Acknowledgement,

Xoserve shall, provided such disclosure is permitted, whether under the terms of the Uniform Network Code, the Transporter’s Licence or otherwise:

(a) (subject to provision on each occasion of the correct Customer Password), provide the specific data to the Customer as requested in a Telephone Call for up to three Meter Point Reference Numbers and no more than five data items for each Meter Point Reference Number per Telephone Call. All information and data provided by

Xoserve during a Telephone Call shall be based on the data held on the UK Link System as at the date of the Telephone Call; and

- (b) (subject to receipt of written notification of such in the Customer's name and from an authorised person notified pursuant to clause 2.3.1 of Part A of the Framework Contract) amend the Customer Password as requested from time to time.
- 2.2 If the correct Customer Password is provided at the start of the Telephone Call, Xoserve shall be entitled to regard that Telephone Call as being authorised by the Customer and such call will count towards the number of Telephone Calls placed by the Customer during a Year for the purposes of paragraphs 3 and 4.
  - 2.3 Subject to any early termination rights within the Contract, the User Telephone Enquiry Service will continue for the User Telephone Enquiry Service Request Period or otherwise until such time as the Customer terminates the User Telephone Enquiry Service Request by giving Xoserve notice in writing of its intention to terminate in accordance with clause 10.1 of the Conditions.
  - 2.4 In the event that the User Telephone Enquiry Service is terminated for whatever reason pursuant to the Conditions prior to the end of a Year then (save where such termination was as a result of a material breach by, or the insolvency of, Xoserve) the Customer shall pay to Xoserve an early termination fee calculated as being 10% of the monthly Charges which would otherwise have been due in respect of the remaining period for that Year.
  - 2.5 The following performance measures shall apply for the User Telephone Enquiry Service:
    - 2.5.1 for each calendar month, Xoserve shall ensure that User Telephone Enquiry Service Unplanned Downtime is no more than 5% of the total Core Hours in that month;
    - 2.5.2 (except during those periods of User Telephone Enquiry Service Planned Downtime and User Telephone Enquiry Service Unplanned Downtime) for each calendar month, Xoserve shall ensure that 90% of all Telephone Calls from the Community are answered within 30 seconds of the Telephone Call being received by Xoserve; and
    - 2.5.3 for each Customer Password amendment request (up to a maximum of 2 amendment requests in each calendar month), Xoserve shall amend the Customer Password within 2 Business Days of receipt by Xoserve of the written request from the Customer or (if later) by such other date as may be agreed by the Customer and Xoserve.

### **3 User Telephone Enquiry Service Volume Band**

- 3.1 When submitting its User Telephone Enquiry Service Request, the Customer shall specify its User Telephone Enquiry Service Volume Band, being one or more of the following:

User Telephone Enquiry Service Volume Band	Maximum Number of Telephone Calls Permitted per Year at the prescribed monthly Charge*
Band A	0
Band B	1,000
Band C	5,000
Band D	20,000
Band E	50,000
Band F	70,000
Band G	150,000
Band H	250,000

\* The Customer may not in any one calendar month make Telephone Calls at the prescribed monthly Charge in excess of 15% of such maximum numbers. Any excess calls will be charged for by Xoserve in accordance with paragraph 4.2.2 below and will not be included within any assessment as to whether the Customer has exceeded the maximum number of Telephone Calls permitted by its selected User Telephone Enquiry Service Volume Band in any Year.

Where a Customer submits a User Telephone Enquiry Service Request during the course of a Year, then in respect of the Year in which the User Telephone Service Request is submitted, the maximum number of Telephone Calls permitted for each User Telephone Enquiry Service Volume Band shall be reduced proportionately based upon the number of complete calendar months remaining in the Year in which the User Telephone Enquiry Service Request Acknowledgement is submitted.

- 3.2 The Customer may change its User Telephone Enquiry Service Volume Band upon not less than 20 Business Days' written notice (or such shorter period as Xoserve may from time to time determine in its absolute discretion) , such notice to have effect from the first day of a calendar month. If the Customer alters its User Telephone Enquiry Service Volume Band part way through a Year, the maximum number of Telephone Calls permitted in respect of the selected new User Telephone Enquiry Service Volume Band (as set out in the table at paragraph 3.1 above) shall be reduced proportionately based upon the number of complete calendar months remaining in the Year in which the Customer's notice to change its User Telephone Enquiry Service Volume Band is to take effect (and the maximum number of Telephone Calls permitted in respect of the old User Telephone Enquiry Service Volume Band shall be reduced proportionately based on the number of complete calendar months in the Year for which the banding was held). Where the amended User Telephone Enquiry Service Volume Band is to be decreased as a consequence of such notice, the Customer shall pay to Xoserve an administration fee as set out in the then applicable Agency Charging Statement, such fee to be invoiced by Xoserve following receipt of the Customer's request for the change.
- 3.3 The selection of the User Telephone Enquiry Service Volume Band determines the level of the Charges payable by the Customer for the User Telephone Enquiry Service. If the number of Telephone Calls placed by the Customer in any one Year exceeds the maximum number of calls permitted for the chosen User Telephone Enquiry Service Volume Band, Xoserve will continue to respond to any Telephone Calls placed by the Customer but may charge for such additional Telephone Calls in accordance with the rates set out in the Agency Charging Statement in force as at the date Xoserve issues its invoice for such excess Telephone Calls.
- 3.4 Xoserve will inform the Customer as soon as reasonably practicable after the Customer has exceeded the maximum number of telephone calls permitted in a Year for its chosen User Telephone Enquiry Service Volume Band. Xoserve shall have no obligation to inform the Customer if it exceeds the maximum level of calls permitted in any calendar month.

3.5 There shall be no performance measures and no Charge reductions in respect of User Telephone Enquiry Service Volume Band A.

#### 4 Charging

4.1 Other than in respect of any Telephone Calls which exceed the Customer's selected User Telephone Enquiry Service Volume Band, the Charges in respect of the first Year (or part thereof) for the User Telephone Enquiry Service are as set out in the Agency Charging Statement in force as at the date on which Xoserve issues its User Telephone Enquiry Service Request Acknowledgement (unless such User Telephone Enquiry Service Request Acknowledgement is issued in advance of the Year for which the User Telephone Enquiry Service is required, in which case the Charges in respect of that Year shall be those applicable on 1 April at the beginning of that Year) and shall be due in respect of every complete calendar month remaining in the Year in which the User Telephone Enquiry Service Request Acknowledgement is submitted. The Charges for the User Telephone Enquiry Service will be revised as from 1 April of each Year in which the Customer takes up the User Telephone Enquiry Service, the revised Charges to be as set out in the Agency Charging Statement in force as of 1 April of that Year. If the Customer alters its User Telephone Enquiry Service Volume Band during a Year, the Charges shall be those set out in the Agency Charging Statement applicable as at the date the banding change takes effect.

4.2 The Charges comprise:

4.2.1 a monthly charge based upon the User Telephone Enquiry Service Volume Band for which the Customer has subscribed at the time of the relevant Telephone Call; and

4.2.2 a charge for any Telephone Calls made in excess of either (i) the maximum number of Telephone Calls permitted for that User Telephone Enquiry Service Volume Band or (ii) 15% of such maximum number in any calendar month, in each case such charges to be invoiced monthly in arrears and to be calculated based on the sums set out in the Agency Charging Statement in force as at the date of Xoserve's invoice for the additional Telephone Calls.

4.3 Subject always to the other provisions of this Part 6 and subject always to the Conditions, in the event that Xoserve fails to meet the performance measures provided in paragraph 2.5 above, the Charges shall be reduced as follows:

4.3.1 in the event that the User Telephone Enquiry Service Unplanned Downtime is more than 5% of the total Core Hours in a month, the monthly Charge shall be reduced in accordance with the provisions of the following table in respect of the month in which the unavailability occurred:

User Telephone Enquiry Service Unplanned Downtime in a calendar month (as a percentage of total Core Hours in that month)	Reduction applied to monthly Charge
5% or less	0%
5.01 – 10%	20%
10.01 – 15%	35%
15.01 – 20%	50%
20.01 – 30%	60%
30.01 – 50%	70%
More than 50%	90%

4.3.2 in the event that in any calendar month less than 90% of all Telephone Calls from the Community are answered within 30 seconds of the Telephone Call being received by Xoserve (except during those periods of User Telephone Enquiry Service Planned Downtime and User Telephone Enquiry Service Unplanned Downtime) then the

monthly Charge shall be reduced in accordance with the provisions of the following table in respect of the month in which such failure occurred:

Percentage of all Telephone Calls from the Community not answered within 30 seconds of the Telephone Call being received by Xoserve	Reduction applied to monthly Charge
10% or less	0%
10.01 – 20%	20%
20.01 – 40%	40%
40.01 – 50%	60%
More than 50%	90%

- 4.3.3 In the event that Xoserve does not amend a Customer Password within 2 Business Days of receipt by Xoserve of a written request from the Customer for such Customer Password amendment or (if later) by such other date as may be agreed by the Customer and Xoserve, then provided that no more than 2 amendment requests have been received from the Customer in the relevant month, the monthly Charge shall be reduced in accordance with the provisions of the following table in respect of the month in which the Customer Password amendment request was made:

Number of whole Business Days for which the Customer Password has not been amended following the relevant due date	Reduction applied to monthly Charge
1	5%
2	10%
3	25%
4	50%
5	75%
More than 5	100%