
Distribution Workstream
Thursday 25 June 2009
Action Dis0607 Update

Action Dis0607: National Grid to investigate if there are any barriers to providing asset and previous read history to new suppliers.

Action Update: National Grid Distribution have investigated this and are able to report as follows:

The following information is relevant:

- Meter Readings are Protected Information under TPD Section V5.3.2(b)(i)
- On this basis, xoserve has confirmed that it does not disclose Meter Readings to Users other than the Registered User as at the date of the Meter Reading.
- The UNC AQ Amendment provisions (G1.6.4) establish that:
 - the Transporter calculates a provisional AQ based on any relevant Readings within the Supply Point Register (G1.6.3(b)), but
 - the Registered User may not be able to validate that readings prior to its period of ownership are correct, and thus
 - a justification for AQ Amendment is that the calculated AQ has been derived from reads prior to the current User's ownership (G1.6.4(b)(i)(1))
- One of the ways in which the Transporter can legitimately release the information is if the protected party (i.e. the Registered User as at the date of the reading) consents in writing to the disclosure of the information (V5.5.2(a)).

In previous years this topic has arisen occasionally in Workstreams. Discussion has normally lapsed on the basis that some Shippers were reluctant to release such information (Meter Readings) the procurement costs of which they have borne. However, notwithstanding this position, there is no reason in principle why this could not change and that Meter Readings previously loaded to the Supply Point Register are made available to Shippers subsequently registered to a Supply Point. Changes would probably be needed to the UNC to best facilitate this. National Grid Distribution have not considered the costs of implementation of any associated systems changes or how they might be funded.

Relevant UNC Text

G1.6.4 (a) Following the notification of the Provisional Annual Quantity the Registered User may, subject to paragraph 1.6.4(c) and where the provisions of paragraph 1.6.4(b) apply:

- (i) in the case of a Smaller Supply Point where it considers that the Provisional Annual Quantity should be greater or lesser than the Provisional Annual Quantity notified by the Transporter by not less than 20%; or
- (ii) in respect of any Larger Supply Point

not later than 13 August in the preceding Gas Year notify the Transporter that it considers that the Provisional Annual Quantity does not satisfy the requirement in paragraph 1.6.6 ("User Provisional Annual Quantity").

- (b) The provisions referred to in paragraph 1.6.4(a) are:

(i) that the Registered User reasonably considers that the Transporter's calculation of the Provisional Annual Quantity is derived from:

(1) Meter Readings that are incorrect or **were taken prior to Meter Readings available to the Registered User**; or

(2) materially incorrect details of the Supply Meter Installation for the relevant Supply Meter Point;

V5.3 Protected Information

5.3.1 In this Section "**Protected Information**" means:

(a) for the purposes of the Transporter's obligations under paragraph 5.1:

(i) any information relating to the **affairs of a User** which is obtained by the Transporter pursuant to or in the course of the negotiation, implementation or performance of the Code, the Framework Agreement or any Ancillary Agreement to which that User is party;

5.3.2 For the purposes of paragraph 5.3.1:

(a) information obtained by a Party in the course of the negotiation of the Code or a Framework Agreement shall be Protected Information only insofar as such information was obtained in writing;

(b) the following information shall (without prejudice to the generality of paragraph 5.3.1(a)(i)) be treated as information **relating to the affairs of a User**:

(i) the identity, address and **any other details of a supplier or consumer**, or any representative thereof, insofar as disclosed **by the User to the Transporter pursuant to or for the purposes of the Code**;

5.5 Exceptions

5.5.1 For the purposes of this paragraph 5.5, "**Disclosing Party**" and "**Protected Party**" shall be construed as follows:

(a) for the purposes of the Transporter's obligations under paragraph 5.1, the Disclosing Party is the Transporter and the Protected Party is the User to whose affairs any Protected Information relates;

(b) for the purposes of a User's obligations under paragraph 5.2, the Disclosing Party is such User and the Protected Party is the Party (either the Transporter or another User) to whose affairs any Protected Information relates.

5.5.2 Nothing in paragraph 5.1 or 5.2 shall apply:

(a) to the disclosure or use by the Disclosing Party of Protected Information to which the Protected Party has **consented in writing**;