



## **Meter Registration Agreement**

Date: July 2002  
Status: Approved

**Distribution System Operator  
ESB Networks**

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**AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 200  
**BETWEEN:**

- (1) ELECTRICITY SUPPLY BOARD (hereinafter referred to as “ESB” or “the Board”), a statutory corporation having its principle office at 27 Lower Fitzwilliam Street, Dublin 2, acting in its capacity as licensed Distribution System Operator;
- (2) ESB National Grid acting in its capacity as Transmission System Operator (TSO) and more particularly within that capacity as Settlement System Administrator;
- (3) Licenced suppliers listed in Schedule 4
- (4) Licenced Embedded Generators listed in Schedule 4

and each of the parties being a “**Party**” and the term “**Parties**” shall be construed accordingly.

**WHEREAS:**

- (A) The Board is obliged to prepare an agreement known as the Meter Registration Agreement, pursuant to Condition 8 of the Distribution System Operator (DSO) licence.
- (B) Paragraph 5 of Condition 8 of the Distribution System Operator licence sets out inter alia requirements relating to the Meter Registration Agreement.
- (C) The Parties hereto have accordingly agreed to enter into this Agreement on the basis of the terms and conditions set out below.

**THE PARTIES AGREE** as follows:

## **1.0 DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement except where the context otherwise requires the following expressions shall have the meanings set out opposite them:

<b>“Affiliate”</b>	Means in relation to any Party, any holding company or subsidiary or any subsidiary of a holding company of the relevant Party, in each case within the meaning of the Companies Acts, 1963 to 1999 inclusive.
<b>“Agreement”</b>	Means this agreement as amended or supplemented.
<b>“Act”</b>	Means the Electricity Regulation Act, 1999 as amended and supplemented.
<b>“Application for Registration”</b>	Means an application by a Supplier to be registered as a Supplier to that Meter Point from a particular date.
<b>“Commission”</b>	Means the Commission for Energy Regulation established under the Act including any successor in title.

<b>“Competent Authority”</b>	Means the Commission or any local, national or supra-national agency, authority, department inspectorate, minister, official, court, tribunal or public or statutory person (whether autonomous or not) of Ireland (or government thereof) or the European Union which has jurisdiction over a Party or the subject matter of the Agreement.
<b>“Confidential Information”</b>	Has the meaning given in Clause 17.
<b>“Connection Point”</b>	Means the physical point(s) at which the Customer’s (or generator’s as appropriate) facility is joined to the Distribution System (or Transmission System as appropriate).
<b>“Customer”</b>	Means any person supplied with electricity by a Supplier or any Affiliate or related undertaking of that Supplier.
<b>“De-energise”</b>	Means the movement of any isolator, breaker or switch, or the removal of any fuse whereby no active power or reactive power can be transferred to or from the Customer’s (or generator’s) installation through the Connection Point, and <b>“De-energisation”</b> and <b>“De-energising”</b> shall be construed accordingly.
<b>“Disclose”</b>	Means to disclose, reveal, report, publish or transfer.
<b>“Distribution Code”</b>	Means the Distribution Code required to be prepared by the Board pursuant to Section 33 of the Act, and approved by the Commission, as from time to time revised, amended, supplemented or replaced with the approval of or at the instance of the Commission.
<b>“Distribution System”</b>	Means the all electric lines of the Board acting as the Distribution System Operator (DSO) which the DSO may, with the approval of the Commission, specify as being part of the DSO’s distribution system, and includes any electric plant, transformers and switchgear of the DSO which is used for conveying electricity to final customers.
<b>“Distribution System Operator”</b>	Means the board in its capacity as distribution system operator licensed pursuant to section 14(1)(g) of the Act.
<b>“Embedded Generators”</b>	Means generators connected to the Distribution System.
<b>“Energise”</b>	Means the movement of any switch or the addition of any fuse or meter to energise a Connection Point and the terms “Energisation”, “Re-Energise” and like terms shall be construed accordingly.
<b>“Estimated Annual Consumption”</b>	Means the annual consumption that is derived from the actual consumption calculated from valid meter readings which is used for the initial settlement of energy purchases between Suppliers and Generators in the absence of actual consumption.

<b>“Force Majeure”</b>	Has the meaning given to it in Clause 20.
<b>“Good Industry Practice”</b>	Means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.
<b>“Grid Code”</b>	Means the Grid Code, prepared by the Board pursuant to section 33 (Preparation of Grid Code and Distribution Code) of the Act and approved by the Commission, as from time to time revised, amended, supplemented or replaced by the Transmission System Operator with the approval or at the instance of the Commission.
<b>“Metering Code”</b>	Means the Code of that name which specifies the minimum technical design and operational criteria to be complied with for metering and data collection equipment.
<b>“Meter Point”</b>	Means the physical point at which the electricity is metered.
<b>“Meter Registration System” or “MRS”</b>	Means the system and/or process, which uniquely identifies Metering Point and the Supplier associated with the Metering Point at any date, and which contains pertinent data relating to the status and characteristics of the Metering Point at all times.
<b>“MRSO”</b>	Means the unit of the DSO business which discharges the functions described in condition 8 of the DSO licence and provides the services described in condition 9 of the DSO licence.
<b>“Registered”</b>	Means the recording on the Meter Point Registration System of a Supplier as being responsible for a Metering Point from a particular date.
<b>“SSA”</b>	Means ESB National Grid acting as the Settlement System Administrator as set out in the Trading and Settlement Code.
<b>“Services”</b>	Means the services set out in Schedule 2 of this Agreement.
<b>“Settlement Day”</b>	Means a day in respect of which money is calculated to be due or owing by the Settlement System and in respect of which bilateral contracts are notified. A Settlement Day is a calendar day.
<b>“Supplier”</b>	Means a person authorised by licence to supply electricity to a connection point under a supply agreement.
<b>“Transmission System”</b>	Means the system of electric lines comprising wholly or mainly the licensed Transmission System Owner’s high voltage lines and electric plant which is used for conveying electricity from a generating station to a substation, from one generating station to another from substation to another or to or from any

interconnector or to final customers (but shall not include such lines which the Board may with the approval of the Commission, specify as part of the Distribution System) and shall include any interconnector owned by the Board.

**“Transmission System Operator”**

Means the person licensed to operate the transmission system under section 14(1)(e) (Licences to generate and supply electricity) of the Act.

**“Working Day”**

Means a day other than a Saturday or a Sunday or a day in which the banks in Ireland are not open for business.

1.2 In this Agreement, unless the context requires otherwise, any reference to:

- 1.2.1 the singular shall include the plural and vice versa;
- 1.2.2 any gender reference is deemed to include reference to the masculine, feminine and neuter genders;
- 1.2.3 the “Agreement” shall mean this agreement and any Schedules and Appendices;
- 1.2.4 any words importing persons or parties shall include individuals, firms and corporations, joint ventures, trusts, unincorporated associations and organisations, partnerships and any other entity, in each case whether or not having a separate legal personality and any references to persons shall include their legal successors;
- 1.2.5 any reference to legislation, regulations, directives, orders, instruments, codes or other enactments shall include any amendments, modification, extensions, replacements or re-enactments thereof in force;
- 1.2.6 unless otherwise specified:
  - (a) any reference in the Agreement to a “Clause” is a reference to a Clause contained in this Agreement;
  - (b) any reference to a “Schedule” is a reference to a Schedule contained in this Agreement;
  - (c) any reference to an “Appendix” is a reference to an Appendix to this Agreement.
- 1.2.7 any reference to another agreement or document (including the Distribution Code, the Grid Code Metering Code, the Trading and Settlement Code) shall be construed as a reference to that other agreement or document;
- 1.2.8 any terms which are defined in the Act, the Distribution Code, the Grid Code, the Metering Code or the Trading and Settlement Code and which are not otherwise defined in this Agreement shall have the meanings ascribed to them in the relevant Code or the Act;
- 1.2.9 any terms not defined in either the Agreement, the Distribution Code, the Grid Code, the Metering Code or the Trading and Settlement Code shall have the meaning commonly used in electric utility practice or the English language, as appropriate;
- 1.2.10 where reference is made to an amount or sum, it is to an amount or sum denominated in Euro;

- 1.2.11 the table of contents and clause headings are inserted for ease of reference only and shall be ignored for the purpose of construction of the Agreement;
- 1.2.12 in the event of inconsistency between the provisions of this Agreement and the Distribution Code, the Grid Code, the Metering Code or the Trading and Settlement Code (as the case may be), the provisions of the Distribution Code, Metering Code or the Trading and Settlement Code (as the case may be) shall prevail to the extent of such inconsistency unless the contrary intention is explicit. In the event of inconsistency between the Meter Registration Agreement and any other agreement between the Parties in relation to the subject matter of this agreement the Agreement shall prevail.

## **2.0 CONDITIONS PRECEDENT**

- 2.1 The Agreement is conditional upon each of the following conditions precedent being fulfilled:
- 2.1.1 the Party being a party to the Trading and Settlement Code; and
- 2.1.2 the Party holding a valid market participant ID (where the Party is a Supplier or Embedded Generator).
- 2.2 If the conditions precedent in Clause 2.1 are not fulfilled at the date of the Agreement, the relevant Party shall procure the fulfilment of those conditions which have not already been fulfilled as soon as possible.

## **3.0 SERVICES**

- 3.1 In consideration of the Parties complying with the Use of System Agreements and Trading and Settlement Code, MRSO shall provide the services outlined in Clauses 5 and 6 below.

## **4.0 REPRESENTATIONS AND WARRANTIES**

- 4.1 All Parties represent and warrant that in respect of sub-clauses 4.1.1 and 4.1.2 on an on-going basis that:
- 4.1.1 all Parties have full power and authority to enter into and perform this Agreement and the execution and performance of this Agreement will not conflict with or constitute a breach or default under any contract or agreement of any kind to which any of the Parties to this Agreement are parties or any judgement, order, statute or regulation which is applicable to any of the Parties; and
- 4.1.2 no representation or warranty made by or on behalf of any of the Parties and contained in this Agreement and no statement contained in any submission to any of the other Parties, declaration or other instrument made or to be made by or on behalf of any of the Parties in connection with this Agreement contains or will contain any false or misleading representation of a material fact, or omits or will omit to state a material fact necessary to prevent such statements, in the light of the circumstances under which they are to be made, from being misleading.

## **5.0 METER POINT REGISTRATION SERVICE**

- 5.1 Functions
- 5.1.1 The MRSO will provide a Meter Point Registration Service, which comprises the following:



- 5.1.1.1 the maintenance of a register of technical and other data as is necessary to facilitate supply by a Supplier to any premises. The register shall contain, inter alia, the following data in relation to all meter points:
- (i) The Meter Point Reference Number (MPRN);
  - (ii) The identity of the Supplier responsible under the Trading and Settlement Code for the supply of electricity to each premises;
  - (iii) The Class of Meter
  - (iv) The meter point class such as profile metering and unmetered etc.
- 5.1.1.2 The address at each such premises and the amendment of the register maintained in accordance with clause 5.1.1.1 to reflect changes of Supplier in respect of any premises; and
- 5.1.1.3 the provision, in a timely and efficient manner, of such data contained in the register as is reasonably required and requested by
- (i) any Supplier;
  - (ii) any person identified in accordance with the Trading and Settlement Code as an appropriate person for receipt of data for settlement purposes; and
  - (iii) any person identified in this Agreement as entitled to such data for the purpose of facilitating changes of Supplier in respect of any premises; and
- 5.1.1.4 the maintenance of an enquiry service for the provision to any customer, on request, of such data contained in the register as is relevant to the supply of electricity to premises which are (or are to be) owned or occupied by the customer.

## 5.2 Service Availability

- 5.2.1 The Meter Registration Service will be operated and maintained in accordance with Good Industry Practice. The MRSO will use reasonable endeavours to ensure that staffs are available during ESB office hours to receive requests pursuant to the agreed procedures listed in Schedule 1 and to respond to Parties in relation to the provision of services.
- 5.2.3 5.2.2 MRSO will ensure that any planned suspension in the operation of the registration system is scheduled to ensure a minimum amount of disruption in the provision of the registration services, and Parties will be provided with reasonable notice of any planned suspension in the availability of the system. In the event of any unplanned suspension in the operation of the Meter Point Registration Service, MRSO will treat the suspension as an emergency and will implement disaster recovery procedures within 48 hours of the start of the suspension. MRSO will use all reasonable endeavours to make the Meter Point Registration Service available again as soon as possible.

## 5.3 Service Levels

### *General*

- 5.3.1 MRSO will endeavour to ensure that notifications of requests for registrations received are processed in the order in which they are received.
- 5.3.2 Suppliers may request information regarding any MPRN to which they are registered. The MRSO shall provide such information within 5 Working Days in respect of any one MPRN.

### *Registrations*

- 5.3.3 MRSO will inform the Party when a registration is successful, and if the registration is rejected, MRSO will inform the Party of the reasons for rejection.
- 5.3.4 MRSO will endeavour to ensure that an application for registration will be validated/registered within 5 Working Days of receipt.
- 5.3.5 The minimum number of applications which the MRSO will reasonably be expected to register is 50 per Working Day. The number of applications received on a given day may exceed the processing capability of MRSO. While ensuring that as many applications as possible are registered within five Working Days, MRSO will guarantee registration of a minimum of 50 on any Working Day.
- 5.3.6 Where applications have to be prioritised by MRSO by reason of volume of applications, applications will be processed in equal amounts from the different Parties who submitted registrations on that day.
- 5.4 **Performance Reporting**
- 5.4.1 MRSO will provide a report on this performance on a quarterly basis to all Parties. The Content and Format will be agreed with CER
- 5.5 Meter Point Reference Numbers (MPRN)
- 5.5.1 The MRSO will ensure that only one Supplier is registered to any metering point for any particular day.
- 5.5.2 The rules governing the use of Meter Point Reference Numbers are as set out in Schedule 3.

## **6.0 PROVISION OF DATA BY MRSO**

- 6.1 Provided by MRSO to Suppliers

### *General*

- 6.1.1 The MRSO shall only provide to Suppliers metering data in respect of MPRNs to which the Supplier is registered for periods when the Supplier was registered to those MPRNs.
- 6.1.2 The MRSO shall provide to any customer on request metering data and any other information requested by the customer pertaining to their MPRN.

### *Quarter-hourly data*

- 6.1.3 The MRSO shall provide to Suppliers quarter-hourly meter data relating to the MPRNs to which they are registered in accordance with the requirements of the Trading and Settlement Code.
- 6.1.4 MRSO shall provide historic quarter-hourly data to Suppliers, or a Consultant for any MPRN once (written) permission is received from the customer at that site. MRSO shall provide historic quarter-hourly data to Customers for their site. Charges applicable to this data are as detailed in Schedule 2.

### *Non-quarter hourly data*

- 6.1.5 The MRSO shall upon registration advise Suppliers of the Estimated Annual Consumption (EAC) and the standard profile used for each non-quarter hourly meter.
- 6.1.6 The MRSO shall provide to Suppliers on-going meter readings for Meter Points to which the Supplier is registered and which do not require quarter-hourly meter reading under the Trading and Settlement Code.

6.1.7 The MRSO shall provide to the Supplier reconciliation values used for settlement in respect of the MPRNs registered to that Supplier on a monthly basis.

**6.2 Data provided to Embedded Generators**

6.2.1 MRSO shall provide Embedded Generators with quarter hour meter readings adjusted by the appropriate Distribution Loss Factors (DLF) for embedded generators on a monthly basis.

**6.3 Data provided to SSA**

6.3.1 MRSO shall endeavor to provide to SSA quarter hour meter readings (actual demand) for customers with profile metering, adjusted by the appropriate Distribution Loss Factor(DLF), aggregated by Supplier within 10 Working Days after settlement day.

6.3.2 MRSO shall endeavor to provide SSA with profiled demand data for customers without profile metering adjusted by the appropriate Distribution Loss Factor (DLF), aggregated by Supplier within 10 Working Days after settlement day.

6.3.3 MRSO shall provide SSA with quarter hour meter readings adjusted by the appropriate Distribution Loss Factors (DLF) for embedded generators within 10 Working Days after settlement day.

6.3.4 MRSO shall provide SSA with a monthly reconciliation of actual meter readings received versus the previous estimated meter data sent to Settlement.

**6.4 Data provided to TSO**

6.4.1 MRSO shall provide TSO with quarter hour data as metered not adjusted for Distribution Loss Factors for all eligible customers with profile metering within 10 Working Days after settlement

6.4.2 MRSO shall provide TSO with estimated quarter-hour demands for each customer without profile metering with independent suppliers adjusted for loss factors and aggregated by supplier.

6.4.3 MRSO shall provide TSO with monthly consumption adjustments based on meter readings for each supplier for customers with independent suppliers who do not have profile metering

6.4.4 MRSO shall provide TSO with updated standing data in respect of each eligible customer that has changed supplier in the month or where there has been a change of customer details e.g. Maximum Import Capacity.

**6.5 Data provided to DSO**

6.5.1 MRSO shall provide DSO with quarter hour data as metered not adjusted for Distribution Loss Factors for all eligible customers with profile metering within 10 Working Days after settlement.

6.5.2 MRSO shall provide DSO with estimated quarter-hour demands for each customer without profile metering with independent suppliers adjusted for loss factors and aggregated by supplier.

6.5.3 MRSO shall provide DSO with monthly consumption adjustments based on meter readings for each supplier for customers with independent suppliers who do not have profile metering.

6.5.4 Monthly MRSO shall provide DSO with updated standing data in respect of each eligible customer that has changed supplier in the month or where there has been a change of customer details e.g. MIC.

## **7.0 PROVISION OF DATA BY SUPPLIERS**

7.1 Suppliers will make all reasonable efforts to streamline submission of applications for registration to prevent large batches being transferred to MRSO on any one day.

7.2 Suppliers shall provide to MRSO any information regarding MPRNs, which is reasonably required by MRSO to carry out its function.

7.3 MRSO may, to the extent reasonably required for the proper operation of the market, request a Supplier to provide MRSO with data items, for which the Supplier is stated to be responsible, in respect of MPRNs which are registered to that Supplier on the Meter Point Registration System.

7.4 Where a Supplier receives a request under Clause 7.2 it shall respond within 2 Working Days of receipt of such request, indicating a scheduled date for delivery. The Supplier shall set such date, as is reasonably practicable following receipt of the request, taking into account the fact that the Supplier shall use all reasonable endeavours to provide the data items as soon as possible.

7.5 The Supplier shall process such requests in the order in which they are received.

## **8.0 PROVISION OF DATA BY DSO**

- The MPRN for the Customer
- The DLF's at each voltage level
- The class of meter and the date of connection
- Date of De-energisation

DSO will provide Distribution Loss Factors for each embedded generator to MRSO.

## **9.0 PROVISION OF DATA BY SSA**

9.1 SSA will provide assigned market participant IDs as required under the Trading and Settlement Code to MRSO as soon as reasonably possible.

9.2 For Embedded Generators, SSA will provide unit id for the embedded generator.

## **10.0 PROVISION OF DATA BY THE COMMISSION**

10.1 The Commission will provide MRSO with details of licences granted to supply and or generate electricity.

## **11.0 PROVISION OF DATA BY EMBEDDED GENERATORS**

11.1 Embedded Generators will provide details of installed capacity of each unit and expected running.

## **12.0 AUDITING AND ACCURACY OF DATA**

12.1 All Parties will use reasonable endeavors to ensure that all data supplied is complete and accurately reflects the circumstances relating to the relevant MPRNs. In cases where data is found to be inaccurate, the correct data will be re-issued.

12.2 MRSO will ensure that it securely maintains a historical record of all data items held in respect of MPRNs on its Meter Point Registration System, and that such records can be fully audited, so that a full historical record is maintained for the seven years following the initial settlement date in relation to any particular data item.

12.2 MRSO will ensure that it retains copies of all messages sent and received in providing services for at least three years after the messages have been sent or received.

## **13.0 AGREED PROCEDURES**

13.1 All parties to this agreement shall apply and operate the approved version of the following procedures, which are detailed in Schedule 1.

- (i) Procedure for application for registration by a Supplier.
- (ii) Procedure for registration error rectification.
- (iii) Procedure for new connection, new Metering Point and registration of new Meter Point Reference Numbers.
- (iv) Procedure for disconnection of Metering Point.
- (v) Procedure for changes to data items for which MRSO is responsible.
- (vi) Procedure for changes to data items for which Supplier is responsible.
- (vii) Procedure for De-energisation of a Connection Point.

## **14.0 BILLING AND PAYMENT OF CHARGES**

14.1 Charging

14.1.1 In relation to each of the Services referred to in Schedule 2, Suppliers will pay to MRSO the charges as set out in Schedule 2.

14.1.2 Charges for the provision of those services not referred to in Schedule 2 will be recovered as an element of the charges for Distribution Use of System.

14.2 Billing and Payment

14.2.1 At the end of each calendar month MRSO will submit to each Supplier a statement specifying the Services listed under Schedule 2, the charges levied in respect of these Services, and any charges from the previous monthly statement which have not been paid.

14.2.2 On receipt of an invoice submitted in accordance with Clause 14.2.1, the Supplier will pay to MRSO all sums due in respect of that invoice within 10 Working Days together with an associated remittance advice quoting the invoice number against which payment is made.

14.2.3 Any Supplier raising a dispute will provide MRSO with a statement of the amount in dispute within 10 Working Days of receipt of the statement. The Supplier will pay the amount for which it has been invoiced pending resolution of the dispute.

- 14.2.4 If a Supplier under Clause 12.2.3 serves a statement, MRSO will use reasonable endeavours to resolve the dispute in question. Following resolution of the dispute, any amount agreed or determined to be payable will be paid within 10 Working Days.
- 14.2.5 If the Commission determines or MRSO otherwise agrees that the charges paid by a Supplier under this agreement have not been calculated strictly in accordance with the terms of the MRSO statement of charges for metering and data services, MRSO will refund to the Supplier an amount in respect of each charging period equal to the amount by which the Supplier has been overcharged.

## **15.0 VARIATION**

- 15.1 Save as provided for in sub-clauses 15.2 and 15.3 variation of this agreement may occur as follows:
- 15.1.1 no variations to this Agreement shall be effective unless approved by the Commission; or
- 15.1.2 the Agreement may be changed by any direction given by the Commission.
- 15.2 If after execution of this Agreement any change is effected in the Trading and Settlement Code, which necessitates a change to this Agreement, the parties shall effect such changes to the Agreement as are reasonably necessary to ensure that the operations contemplated by this Agreement shall be conducted in a manner which is consistent with the effect of the change in the Trading and Settlement Code and most closely reflect the intentions of the same with effect from the date thereof.
- 15.3 Subject to the Commission's approval, MRSO may vary any of the schedules. MRSO shall give at least one (1) month's written notice to all Parties of such changes.

## **16.0 NOTICES**

- 16.1 Where this agreement requires any notice, request or communication to be sent the Party sending the message is responsible for ensuring that it is sent within any time period and using the mechanisms, format and content laid down in the Schedules and documents associated with this Agreement. Schedule 4 contains the names and addresses for use when sending notices.
- 16.2 Where any provision of this agreement refers to receipt of a message or communication from MRSO, which is received before 17.00 hours on a Working Day, the date of receipt is deemed to be that day. Where a message or communication is received after 17.00 hours on a Working Day, the date of receipt is deemed to be the next Working Day.
- 16.3 If it is not possible to use the agreed method of communication for the sending of messages at any time, parties will endeavour to find an alternative means of communication and to send any notice, request or communication as soon as reasonably practicable.

## **17.0 CONFIDENTIALITY**

- 17.1 Each Party shall treat any and all information and data disclosed to it by any other Party in connection with the Agreement in any form whatsoever, and the Agreement itself, (the "Confidential Information") as confidential and proprietary, shall preserve the secrecy of the Confidential Information and shall not use the Confidential Information for any purpose other than solely in connection with the Agreement.
- 17.2 For the purposes of this Clause 17, the term Confidential Information shall not include information which:

- 17.2.1 at the time of disclosure or at any time thereafter is in, or becomes part of, the public domain other than through a breach of the provisions of this Clause 17; or
  - 17.2.2 the Party receiving the information can prove that the information was already known to it or was independently acquired or developed by it without being in breach of its obligations under this Clause 17; or
  - 17.2.3 became available to the Party receiving the information from another source in a non-confidential manner otherwise than in breach of an obligation of confidentiality; or
  - 17.2.4 is published by or the publication of which is required by a Competent Authority.
- 17.3 Notwithstanding the provisions of Clause 17.1, Confidential Information may be disclosed by a Party:
- 17.3.1 to those of the shareholders, owners, directors, officers, employees, agents, consultants, contractors, advisers, investors, insurers or lenders of such Party or its Affiliates who need to know the Confidential Information for the purpose of carrying out the Agreement and for no other purpose provided that:
    - (a) the recipient agrees to keep the Confidential Information confidential on terms no less onerous than contained in this Clause 17; and
    - (b) the disclosing Party shall be responsible for ensuring that the recipient observes and complies with such obligation to keep the Confidential Information confidential and shall accordingly be responsible for any failure of the recipient to do so;
  - 17.3.2 as may be ordered or required by any applicable law or a Competent Authority;
  - 17.3.3 as may be required by the regulations of any recognised stock exchange upon which the share capital of the Party (or any parent undertaking of the Party) is or is proposed to be from time to time listed or dealt in, and the Party making the disclosure shall, if reasonably practicable prior to making the disclosure, and in any event as soon as reasonably practicable thereafter, supply the other Party with a copy of such disclosure or statement and details of the persons to whom the Confidential Information is to be, or has been disclosed. Where a copy of such disclosure or statement has been supplied prior to making the disclosure, the other Party may give comments on that disclosure or statement to the Party proposing to make it. The Party proposing to make the disclosure shall, if reasonably practicable in the time available, consult with the other Party as to any such comments and consider whether the disclosure is to be amended to take into account the comments;
  - 17.3.4 as may be required to comply with the requirements of the Distribution Code, Metering Code or Trading and Settlement Code or the Agreement;
  - 17.3.5 by either Party as may be necessary to comply with any obligation under any licence granted under the Act to it;
  - 17.3.6 as may be required by a Court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the disclosing Party is a party;
  - 17.3.6 as may be agreed in writing by the Parties prior to disclosure by the Party disclosing such Confidential Information.
- 17.4 All information supplied by or on behalf of a Party shall remain the sole and exclusive property of such Party and the Agreement shall not operate to transfer ownership or any interest whatsoever therein, and the other Party shall, if requested by the Party disclosing

the information following termination of the Agreement, promptly return to such Party all documents and any copies, extracts, notes or similar materials containing or based in whole on such information.

- 17.5 The provisions of this Clause 17 shall survive the termination of the Agreement for a period of 5 years.
- 17.6 All Parties shall insofar, as is reasonably practicable, ensure that any copies of the Confidential Information, whether in hard copy or computerised form, will clearly identify the Confidential Information as confidential.
- 17.7 Subject to Clause 17.3, no public announcement or statement regarding the signature, performance or termination of, or otherwise in relation to, the Agreement shall be issued or made by a Party unless the other Party shall have first been furnished with a written copy of the proposed announcement or statement and shall have approved it (such approval not to be unreasonably withheld or delayed).

## **18.0 DISPUTE RESOLUTION**

- 18.1 If any dispute or difference arises between the parties in relation to the Agreement it will be resolved in accordance with the provisions set out in this Clause 18 except in so far as it relates to a billing or payment dispute in which case the provisions of Clause 14 shall apply.
- 18.2 Either party may notify the other party following the occurrence or discovery of any item or event, which the notifying party acting in good faith considers to be a dispute under the agreement.
- 18.3 If considered appropriate, the relevant Party may, by notice to the other Party and within 15 Working Days of a notification under Clause 18.2, appoint, by notice to the other Party, a senior company official with expertise or experience in the area in which the dispute arises and who has no prior direct involvement with the subject matter of the particular dispute, to represent them and meet with the representative of the other Party within 15 Working Days of the last date on which a Party receives notification of the dispute under Clause 18.2, to attempt in good faith to satisfactorily resolve the dispute.
- 18.4 If the dispute should fail to be resolved pursuant to Clause 18.3 within 30 Working Days of the meeting referred to, then either Party may refer the matter to the Commission for resolution.

## **19.0 LIMITATION OF LIABILITY**

Notwithstanding Section 39 of the Sale of Goods Act 1980, no Party shall have any liability for any loss or damage arising or resulting from or in connection with the Trading and Settlement Rules except where in any such case if and to the extent that such loss or damage is caused by the negligence or willful default of that party.

## **20.0 FORCE MAJEURE**

- 20.1 Force Majeure means in relation to any event or circumstance or number of events or circumstances or combination thereof which is beyond the reasonable control of such Party (the "Non- Performing Party") and which could not have been avoided through the use of Good Industry Practice and which results in or causes the failure of that Party to perform any of its obligations under the Agreement, including:



- 20.1.1 acts of terrorists;
- 20.1.2 war (whether declared or undeclared), threat of war, act of public enemy, blockade, revolution, riot, insurrection, public demonstration, civil commotion, invasion or armed conflict;
- 20.1.3 sabotage or acts of vandalism, criminal damage or the threat of such acts;
- 20.1.4 extreme weather or environmental conditions including lightening, earthquake, flood, wind, drought, storm, fire, landslip, accumulation of snow or ice, natural disasters and phenomena including meteorites, the occurrence of pressure waves caused by aircraft or other aerial devices traveling at supersonic speeds, impact by aircraft, volcanic eruption, explosion including nuclear explosion, radioactive or chemical contamination or ionising radiation;
- 20.1.5 a strike or any form of industrial action by persons employed by the affected Party or by an Affiliate of the affected Party or by any contractor, sub-contractor or agent of the affected Party or any such Affiliate;
- 20.1.6 any strike which is part of a labour dispute of a national character occurring in Ireland or which is part of a national electrical industry strike within Ireland;
- 20.1.7 the act or omission of any contractor or supplier of any Party but only if due to an event which, but for the contractor or supplier not being a party to this Agreement, would have constituted Force Majeure;

Provided that Force Majeure shall not include:

- (a) lack of funds and/or inability of a Party to pay;
- (b) a strike or any other form of industrial action not falling within Clause 20.1.5 or 20.1.6 above

20.2 Except as otherwise provided in the Agreement, where a Non-Performing Party is rendered wholly or partially unable to perform all or any of its obligations under the Agreement by reason of Force Majeure, except for an obligation to make payment of money, the Agreement shall remain in effect but the Non-Performing Party's relevant obligations and the corresponding obligations of the other Party owed to the Non-Performing Party under the Agreement which are obligations affected by Force Majeure shall be suspended provided that such suspension shall be of no greater scope and no longer duration than is required by the Force Majeure. Further:

- 20.2.1 as soon as reasonably practicable, the Non-Performing Party shall notify the other Party of the circumstance of Force Majeure, identifying the nature of the event, its expected duration, and the particular obligations thereby affected and furnish reports at such intervals as the other Party may reasonably request, with respect thereto during the period of Force Majeure;
- 20.2.2 the Non-Performing Party shall use reasonable efforts to remedy this inability to perform and to resume full performance of its obligations under the Agreement;
- 20.2.3 no obligations of any Party that arose before the Force Majeure and which can reasonably be expected to be performed are excused as a result of Force Majeure;
- 20.2.4 forthwith after the occurrence of the Force Majeure, each Party shall use all reasonable endeavors to consult with the other as to how best to give effect to their obligations under the Agreement so far as is reasonably practicable during the period of Force Majeure;
- 20.2.5 the Non-Performing Party on being able to resume full performance of its

obligations under the Agreement shall provide the other Party with written notice to that effect, without delay; and

20.2.6 Insofar as practicable the Non-Performing Party shall seek to mitigate the consequences of Force Majeure.

20.3 This Clause 20 shall not require the settlement of any strike, walkout, lockout or other labour dispute on terms, which, in the sole judgment of the Party involved in the dispute, is contrary to its interests. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labour disputes shall be entirely within the discretion of the Non-Performing Party.

## **21.0 GOVERNING LAW AND JURISDICTION**

21.1 The Agreement shall be interpreted, construed and governed by the laws of Ireland.

21.2 Each Party agrees that a finding or conclusion of an arbitrator, determined in accordance with the relevant provisions of this Agreement or a judgment in any proceedings brought under or pertaining to this Agreement in the courts of Ireland shall be conclusive and binding upon each Party and may be enforced in the courts of any jurisdiction.

21.3 Each Party agrees to bring all judicial litigation under or pertaining to this Agreement to the courts of Ireland.

21.4 For the avoidance of doubt nothing in this Clause 19 shall be taken as permitting a Party to commence any judicial litigation where this Agreement otherwise provides for a dispute to be referred to arbitration.

## **22.0 TERM AND TERMINATION**

22.1 This Agreement shall commence from the date of execution until terminated under this Clause.

22.2 In the event that any Party ceases to be a party to the Trading and Settlement Code or a Party's Use of System agreement has been terminated or, where the Party is Supplier or Embedded Generator and ceases to hold a valid market participant ID then that Party shall no longer be Party to this Agreement and this Agreement shall be terminated as between that Party and the remaining Parties to this Agreement.

22.3 The Board may at its discretion terminate this Agreement on giving [ ] month's notice in writing to the other Parties.

## **23.0 MISCELLANEOUS PROVISIONS**

22.1 Counterparts

22.1.1 This Agreement may be executed in any number of counterparts and by each Party on a separate counterpart, each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same document.

23.2 Entire Agreement

23.2.1 The Agreement (together with all documents referred to herein, including the Trading and Settlement Code) contains and expressly refers to the entire agreement between the Parties with respect to its subject matter and expressly excludes any warranty, condition or other undertaking implied at law or by custom and supercedes all previous agreement and

understandings between the Parties (other than as provided for in the Agreement) with respect to its subject matter and each of the Parties acknowledges and confirms that it does not enter into the Agreement in reliance on any representation, warranty or other undertaking by the other Party not fully reflected in the Agreement.

### 23.3 Severability

23.3.1 If any provision of this Agreement is or becomes invalid, unenforceable or illegal by a judgment or decision of any court of competent jurisdiction or any Competent Authority (including the Commission) to which it is subject or by order of the relevant body of the European Union, the same shall be deemed severable and the remainder of this Agreement shall remain in full force and effect. In any such case, the Parties will negotiate in good faith with a view to agreeing on or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, as far as practicable, to the spirit of this Agreement.

### 23.4 Waivers

23.4.1 No delay, omission or forbearance by any Party in exercising any right, power, privilege or remedy under the Agreement or the Grid Code shall operate to impair or be construed as a waiver of such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any further exercise thereof or other right, power, privilege or remedy.

### 23.5 Compliance with the Law

23.5.1 The Parties agree that, in performing its obligations pursuant to this Agreement, the Parties shall be required to comply with relevant statutes, statutory instruments and the general law and shall not be liable for any failure to perform its obligations in accordance with this Agreement where to do so should put in breach of any such statute statutory instrument or general provision of law.

### 23.6 Survival

23.6.1 The cancellation, expiry or termination of the Agreement shall not affect any right or obligations which may have accrued prior to such expiry or termination and shall not affect any continuing obligations of the Parties under the Agreement including obligations that, by their nature should survive such termination, cancellation or expiry or any other terms of the Agreement by which rights or obligations are expressed to continue after expiry or termination of the Agreement.

### 23.7 No partnership etc.

23.7.1 The Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties. No Party shall have any right, power or authority to enter into any agreement or undertaking of, or act on behalf of, or to act as or to be an agent or representative of, or to otherwise bind, the other Party.

### 23.8 No Third Party Beneficiaries

23.8.1 The Agreement is intended solely for the benefit of the Parties to it. Other than as specifically provided in the Agreement, nothing in the Agreement shall be construed to create any duty to, or standard of care with reference to or any liability to, any person or entity not a party to the Agreement.

### 23.9 Language

23.10 Each notification, notice, submission, demand, consent, request or other communication given by one Party to the other under this Agreement shall be in the English language.

**IN WITNESS WHEREOF** this agreement has been executed the day and year first above written.

Signed for and behalf of [ ] by:

.....  
**AUTHORISED SIGNATORY**

Signed for and behalf of [ ] by:

.....  
**AUTHORISED SIGNATORY**

Signed for and behalf of [ ] by:

.....  
**AUTHORISED SIGNATORY**

**SCHEDULES.**

- Schedule 1. Agreed Procedures
- Schedule 2. Charges for MRSO Services
- Schedule 3. Meter Point Reference Numbers
- Schedule 4. List of Parties and addresses for notices

## **SCHEDULE 1.**

### **AGREED PROCEDURES**

#### **1.0 PROCEDURE FOR APPLICATION FOR REGISTRATION BY A SUPPLIER**

- 1.1 A Supplier that has entered into a contract to supply or receive electricity through or from a Metering Point should apply to the MRSO for registration of that Metering Point, except where Supplier is already registered in relation to that Metering Point.
- 1.2 Where a Supplier has entered into a contract to supply electricity, the Supplier should not normally apply for registration for that Metering Point until the expiry of any initial period during which the Customer has a right to terminate the contract.
- 1.3 Where a Supplier does register a metering point and the Customer subsequently cancels the supply contract, the Supplier is liable for a fee for cancellation of the registration.
- 1.4 To the extent that a Supplier is aware of the need for future applications for Registration he should spread the submissions evenly across all Working Days. The maximum number of applications which the MRSO will reasonably be expected to register is 50 per Working Day.
- 1.5 Prior to applying for registration of any metering point the Supplier should establish that the application contains all specified data items and is received within specified time limits.
- 1.6 Where a Supplier does not indicate otherwise, any data items held on the MRSO for a particular metering point which are valid on the date of receipt of the application are presumed to be valid in respect of the New Suppliers registration.
- 1.7 In the case of a change of tenancy the Supplier should indicate this in the Application for Registration. MRSO is not required to validate whether any customer is a new owner or occupier of premises.
- 1.8 Where MRSO receives a valid Application for Registration from a New Supplier in relation to a metering point, MRSO will register and notify the New Supplier and will also notify the Old Supplier, that the New Supplier has been registered. The New Supplier will be deemed to be responsible for the supply of electricity through the metering point from 00.00 hours on the supply start date. The Old Supplier ceases to be responsible from this time.
- 1.9 While a New Supplier should not commence supplying through a metering point until he is notified by MRSO that the registration is confirmed, an exception to this can occur in the case of a customer read where the registration takes effect retrospectively to the time of the customer read.
- 1.10 A New Supplier should not make any material changes to a metering point until he is notified by MRSO that the registration is confirmed.
- 1.11 Where MRSO receives an Application for Registration, which is not a valid application, this will be rejected and a notification which sets out the reasons for rejection will be sent to the Supplier. An application need not be rejected solely on the basis of lateness.

#### **2.0 PROCEDURE FOR REGISTRATION ERROR RECTIFICATION**

- 2.1 Each Supplier should make all reasonable attempts to check any notice received from MRSO for errors.

- 2.2 If a Registration Error is due to an error on the part of MRSO, it will be rectified and all relevant parties notified. In this case MRSO will bear the costs associated with rectifying the error.
- 2.3 In all other cases the Suppliers concerned should agree to pay to MRSO reasonable additional costs in any implementation incurred as a result of the error of either or both of the Suppliers.
- 2.4 Both Old and New Suppliers may request MRSO to amend the registration system to rectify an erroneous registration. Where this happens they forward a joint request. This should be in the form of a written confirmation agreeing to any associated charges.

### **3.0 PROCEDURE FOR NEW CONNECTIONS, NEW METERING POINTS AND REGISTRATION OF NEW METERING POINT REFERENCE NUMBERS**

- 3.1 Where the Distribution System Operator creates a new connection to a premises from the Distribution System and Transmission System and hence creates a new Connection Point, it will allocate an MPRN and ensure that a skeleton record is created on the Meter Point Registration System.
- 3.2 A valid Application for Registration in relation to a new metering point is one that contains all of the specific data items for the new metering point against which the Supplier wishes to register which are accepted on the Meter Point Registration System, and relates to a metering point that has a skeleton record entered for it in the Meter Point Registration System.
- 3.3 MRSO is not obliged to check the validity or accuracy of any data items contained in a Supplier's Application for Registration for a new metering point.
- 3.4 Where MRSO receives a valid Application for Registration from a Supplier, which it does not reject, it will register the Supplier and notify the Supplier to that effect. The Supplier is deemed responsible for the supply of electricity through the relevant Connection Point from the supply start date as notified by DSO.
- 3.5 A Supplier will endeavour to submit a valid Application for Registration to MRSO as far in advance of the supply start date as reasonably possible.
- 3.6 A Supplier will reasonably endeavour not to commence supplying electricity through any metering point until it has received a notice from MRSO confirming its registration in respect of the relevant metering point or the supply start date specified in the Suppliers application. MRSO will not be responsible for ensuring that a Supplier complies with the requirements of this clause.
- 3.7 Where MRSO receives an Application for Registration from a Supplier, which is not a valid application, it will reject the application and notify the Supplier of the rejection together with all of the reasons for rejection.

### **4.0 PROCEDURE FOR DISCONNECTION OF METERING POINT**

- 4.1 When MRSO receives a disconnected status notice from the DSO in respect of a Connection Point, MRSO will note on the registration system that no further registrations can be made in respect of this metering point. The associated MPRN will be archived.
- 4.2 In respect of a disconnected metering point, MRSO will notify the Supplier registered on the date included in the Disconnection Notice, and any New Supplier which may have made an

application for registration for a supply start date after the date included in the Disconnection Notice, that no further registrations can be made against this metering point, and that from the date the metering point is disconnected the Supplier can no longer be held liable for supply at that metering point.

## **5.0 PROCEDURE FOR CHANGES TO DATA ITEMS FOR WHICH MRSO IS RESPONSIBLE**

- 5.1 Where MRSO is notified by DSO of any changes to data items and any corresponding dates from which these changes will be effective in respect of any metering points registered, MRSO will update the registration system with the information within 1 Working Day of receipt of the information.
- 5.2 After updating the registration system, MRSO will notify the relevant Supplier and also any New Supplier that has sent a valid Application for Registration of this metering point with a Supply Start date after the date of the amendment. MRSO will acknowledge to the DSO that such change has taken place.
- 5.3 Where a request for a change is rejected MRSO will inform the DSO with all of the reasons for the rejection.

## **6.0 PROCEDURE FOR CHANGES TO DATA FOR WHICH SUPPLIER IS RESPONSIBLE**

- 6.1 A Supplier may only provide changes to data items for which it is responsible from the date that MRSO registers a valid Application for Registration in relation to a particular metering point. Such changes may only operate from the later of the Supply Start Date or the date for which the change is to take effect.
- 6.2 A Supplier should notify MRSO of any changes within 5 operational Working Days of such changes taking effect, or becoming aware that such changes are required whichever is the latter.
- 6.3 Where MRSO accepts changes provided by a Supplier it will update the registration system to reflect the changes.
- 6.4 Where a request for a change is rejected MRSO will inform the Supplier with all of the reasons for the rejection.

## **7.0 PROCEDURE FOR DE-ENERGISTION OF A CONNECTION POINT**

### **7.1 Overview**

The procedure will consist of the following steps:

- Independent Suppliers request MRSO to notify ESB Networks where de-energisation for non-payment is required.
- Independent Suppliers withdraw request for de-energisation in certain circumstances
- The de-energisation call is logged in the Board's management system (DWMS Areas), subsequently scheduled and carried out.
- The results of the de-energisation call are passed by MRSO to the Supplier



- Independent Suppliers request MRSO to arrange for re-energisation of the connection

## 7.2 Forms for De-energisation/Re-energisation for non-payment of Accounts

Ref: No	Name of Form	Purpose	Sent from	Sent to	Process Stage
MRS 9	Request for De-energisation due to non-payment	To request MRSO to arrange with ESB Networks for de-energisation of connection due to non-payment of accounts.	Supplier	MRSO	At least 5 working days prior to de-energisation requirement.
MRS 10	Withdrawal of request for De-energisation (due to non-payment)	To cancel previous request to MRSO.	Supplier	MRSO	Immediately cancellation is required. (Cancellation may be notified by means of phone call – but must subsequently be confirmed by submission of Form MRS 10)
MRS 11	Result of De-energisation call	To inform the Supplier of the result of the call.	MRSO	Supplier	As soon as possible after completion of the call.
MRS 12	Request for re-energisation.	To request MRSO to arrange with ESB Networks for re-energisation of connection after de-energisation due to non-payment of accounts. For safety reasons a site appointment with the customer or his representative has to be made when the connection is being re-energised.	Supplier	MRSO	At least 1 working day prior to re-energisation requirement. Note: ESB Networks will endeavour to re-energise where possible on the same day. This must not be taken as a guarantee and the Supplier should regard this service as the exception rather than the rule.
MRS 13	Letter drop where connection has been de-energised.	To inform the customer that de-energisation has taken place.	ESB Networks	Customer	Left by caller.

MRS 14	Letter drop in vacant premises/no access cases.	Where a premises is vacant, to inform the customer that a de-energisation call has taken place.	ESB Networks	Customer	Left by caller in "no access" situations if the connection has not been de-energised outside.
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Drafts of the relevant forms are attached.

### 7.3 Notification to Customer

The Supplier will have already issued all bills, reminders and notices relevant to the debt for which the call is being requested.

The following sentence should be included by the Supplier in the notice warning the customer that the connection will be de-energised, if payment is not forthcoming:-

*"For overdue bills, ESB Networks have been authorised to withdraw your supply when requested by (Name of Supplier)."*

### 7.4 Notification to MRSO

The Independent Supplier submits a fully completed MRS 9 form (see appendix). The form to be submitted by an agreed authorised officer and to include agreed contact telephone numbers

The form is to be submitted at least 5 working days before de-energisation is required.

If the Supplier is aware of any adverse reaction by the customer or any other information which is relevant to the making of the de-energisation call, this should be highlighted in the "Special Instructions" area of the form. The caller should be provided with all information which contributes to the safe and successful handling of the call.

An authorised official should, at all times during working hours, be available at a contact telephone number quoted by the Supplier to answer calls from customers who are being called upon.

The contact telephone numbers will be included when logging the de-energisation call and will be made available to the customer by the caller if required.

### 7.5 Withdrawal of De-energisation Request

Immediately the Supplier no longer requires de-energisation, MRSO should be notified and a withdrawal of De-energisation form (MRS 10) should be submitted to MRSO. The most likely scenario here is that cancellation of a previous request is due to the payment of the outstanding accounts before the call is made. The notification may be done by phone call and a Form MRS 10 sent subsequently to MRSO.

**It is the responsibility of the Supplier to alert MRSO in time regarding cancellation of de-energisation requests. Where withdrawal is requested too late i.e. after the de-energisation has been carried out, a Form MSR 12 will be required. The cost of both de-energisation and re-energisation shall be borne by the Supplier.**

## 7.6 Logging/Scheduling Call for De-energisation

MRSO will log call for de-energisation on the ESB work management system (DWMS Areas). The call will be treated as a “normal” call in Areas and scheduled to be done at the earliest opportunity within that context – normally within 2 days, unless special instructions from the Supplier indicate that a call is particularly urgent.

## 7.7 Handling of call by the Calling Official (Code of Practice)

De-energisation calls due to non-payment, by their nature, require sensitive handling.

The official making the de-energisation call will adhere to ESB Networks De-energisation Code of Practice.

The caller should explain to the customer that the call is being made on behalf of the supplier (un-named).

**Connection should then be de-energised as requested by the Supplier (subject to the following guidelines) and Form MRS13 left. Meter readings at de-energisation should be noted where de-energised inside.**

### **In a domestic situation:**

where the customer indicates that there is sickness or bereavement in the house, the caller should withdraw. (Check for “Medical” signal on work order.)

where access is provided, but there is no adult present i.e. there are only children in the house, the caller should withdraw and leave Form MRS14.

### **In a business situation:**

Where, at the time of the call, the customer has plant engaged in a commercial process and de-energisation would cause a serious financial loss to the business, the caller should withdraw and leave Form MRS14.

### **In all situations:**

Where access is denied i.e. the customer prohibits the caller from gaining access to the connection point, the connection is to be de-energised outside (where possible). Form MRS13 should be left.

Where there is no access due to vacant premises, the connection is to be de-energised outside (where possible). Form MRS13 should be left. If de-energisation is not possible, Form MRS14 should be left.

No de-energisation calls to be carried out on a Friday, at weekends or on the eve of bank holidays.

No payment or arrangements to pay to be accepted on the Supplier's behalf.

If, after de-energisation, the customer requests immediate re-energisation as a PES customer (as part of this call), this request is not to be acceded to. The customer is to be informed that a formal application to ESB Customer Supply has to be made.

The call is being made on behalf of the customer's current Supplier and the cost of the call is being borne by that Supplier. **No other business should be transacted with the customer as part of a de-energisation call - such as collection of outstanding accounts due to the PES.**

The caller must provide the Supplier contact telephone numbers to the customer. However

the onus of then initiating contact with the Supplier lies with the customer. The caller will allow reasonable time for this contact to take place (say 10mins.) before de-energising.

Where contact with a Supplier's authorised officer is made by the customer, the Supplier's authorised officer may, on the phone, instruct the caller to withdraw. However this instruction must be confirmed by the Supplier subsequently, by the submission to MRSO of Form MRS 10 with reference to the phone call in the "Reason for Cancellation " section. The cost of the de-energisation call is chargeable to the Supplier.

If the customer gets no response from the Supplier's contact numbers and, as a result, contact is not made with the Supplier's authorised officer, the caller will withdraw. The cost of the de-energisation call is chargeable to the Supplier.

#### 7.8 Confirmation of Results of De-energisation Call

ESB Networks to inform MRSO, by finishing the call on the Areas system within 1 day of completion. Where the connection has been de-energised inside the premises, details of meter reading(s) to be provided. MRSO will notify Supplier of the results of the de-energisation call by submission of Form MRS 11. This will be forwarded as soon as possible after receipt of the details from MRSO Networks. (In reality, if connection has been de-energised, the customer will have contacted the Supplier who will become aware of the call results before MRSO).

#### 7.9 Request for Re-energisation

The Supplier will confirm agreement to having the connection re-energised by submitting Form MRS 12 to MRSO.

This form to be submitted at least 1 workday prior to the date re-energisation is required.

In the interests of safety, the customer or his representative must be present when connection is being re-energised. Consequently a site appointment must be arranged.

In certain exceptional circumstances ESB Networks will re-energise connection on the same day and notification to MRSO by telephone will be accepted with subsequent submission of the MRS 11. However, the Supplier should regard this service as exceptional to be availed of only in the event of hardship cases.

#### 7.10 Charge for Calls

Charges for de-energisation/re-energisation will be in accordance to the agreed transactional charges for additional services to use of system, in force at the time of the call.

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**REQUEST FOR DE-ENERGISATION DUE TO NON-PAYMENT****MRS 9**

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To: Meter Registration System Operator,  
ESB Networks, Room B103, Osprey Hse.,  
Lr Grand Canal St., Dublin 2

Telephone: 00353 1 7026889  
Fax : 00353 1 6388160  
E-mail : [mrso@mail.esb.ie](mailto:mrso@mail.esb.ie)

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**DETAILS OF SUPPLIER**

Supplier Number :

S
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Name of supplier: .....

Contact Phone No: .....

Authorised Officer: .....

requests you to arrange for de-energisation of connection at the site quoted hereunder. This is due to the non-payment of accounts for which the customer has been issued with adequate bills, reminders and notices. The customer has been informed that ESB Networks have been authorised to act on the supplier's behalf. The supplier agrees that the present code of practice adopted by ESB Networks for non-payment de-energisation applies to this request.

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**LOCATION OF SITE**

Name of Customer : .....

Address of site : .....

Customer Contact Name ..... Contact Nos.Fixed/Mobile...../.....

Fax .....

Meter Point Ref :

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**SPECIAL INSTRUCTIONS**

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**SIGNED FOR SUPPLIER**

Name: .....

Signature: .....

Position: ..... Date: .....

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**WITHDRAWAL OF REQUEST FOR DE-ENERGISATION****MRS 10**

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To: Meter Registration System Operator,  
ESB Networks, Room B103, Osprey Hse.  
Lr Grand Canal St., Dublin 2

Telephone : 00353 1 7026889  
Fax : 00353 1 6388160  
E-mail : [mrso@mail.esb.ie](mailto:mrso@mail.esb.ie)

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**DETAILS OF SUPPLIER**

Supplier Number :

S
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Name of supplier: .....

Contact Phone No: .....

Authorised Officer: .....

requests you to cancel de-energisation of connection at the site quoted hereunder.  
This refers to the previous request for de-energisation due to non-payment dated  
...../...../.....

(The supplier understands that where this withdrawal is received too late, Form MRS  
12 will be required for re-energisation)

---

**LOCATION OF SITE**

Name of Customer : .....

Address of site :  
.....  
.....  
.....

Meter Point Ref :

--	--	--	--	--	--	--	--	--	--

---

**REASON FOR CANCELLATION**.....  
.....

---

**SIGNED FOR SUPPLIER**

Name: .....

Signature: .....

Position: ..... Date: .....

---

**RESULT OF DE-ENERGISATION CALL****MRS 11**

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**To: Supplier**  
**Supplier Address 1**  
**Supplier Address 2****From: Meter Reg. System Operator,**  
**ESB Networks, Room B103,**  
**Osprey Hse., Lr Grand Canal St.,**  
**Dublin 2****Tel : 00353 1 7026889**  
**Fax : 00353 1 6388160****E-mail : mrso@mail.esb.ie**

---

**DETAILS OF SUPPLIER****Supplier Number :**

Name of supplier: .....

MRSO informs you of the results of the previous request for de-energisation of connection due to non-payment dated ...../...../.....

---

**LOCATION OF SITE**

Name of Customer : .....

Address of site : .....

Meter Point Ref :

--	--	--	--	--	--	--	--	--	--

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**RESULTS OF CALL**.....  
.....

<b>READING(S) AT D/E</b>	<b>Meter Nos.</b>	.....	.....	.....	.....	.....
	<b>Reading</b>	.....	.....	.....	.....	.....

---

**SIGNED FOR MRSO**

Name: .....

Signature: .....

Position: ..... Date: .....

---

**MRSO USE ONLY**

Date Meter Status Updated :

---

**DSO USE ONLY**

DUOS

Inv. No:

Inv. Date:

---

**REQUEST FOR RE-ENERGISATION****MRS 12**

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To: Meter Registration System Operator,  
ESB Networks, Room B103, Osprey Hse.,  
Lr Grand Canal St., Dublin 2

Telephone : 00353 1 7026889  
Fax : 00353 1 6388160  
E-mail : [mrso@mail.esb.ie](mailto:mrso@mail.esb.ie)

---

**DETAILS OF SUPPLIER**Supplier Number : 

Name of supplier: .....

Contact Phone No: .....

Authorised Officer: .....

requests you to arrange for appointment to re-energise the connection at the site quoted hereunder.  
This refers to the previous request for de-energisation due to non-payment dated ...../...../.....

---

**LOCATION OF SITE**

Name of Customer : .....

Address of site : .....

Customer Contact Name ..... Contact Nos.Fixed/Mobile ...../.....

Fax .....

Meter Point Ref :

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**SPECIAL INSTRUCTIONS**

.....

.....

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**SIGNED FOR SUPPLIER**

Name: .....

Signature: .....

Position: ..... Date: .....

---

**MRSO USE ONLY**

Date Meter Status Updated :

---

**DSO USE ONLY**

DUOS

Inv. No:

Inv. Date:





**ESB Networks,  
Osprey Hse.,  
Lr Grand Canal St., Dublin 2**

---

To. .... Date:.....

Address .....

.....

Customer Contact Name .....

Meter Point Ref :

--	--	--	--	--	--	--	--	--	--

---

Dear Customer,

**I regret that your electricity was disconnected today upon your Supplier's request, as your overdue account was not paid.**

If you require reconnection, please get in touch with the Supplier contact below **quoting the above Meter Point Ref.**

Supplier contact Name: .....

Tel. No. ....

Please note that, in the interests of safety, an appointment will have to be made to have a responsible person present when supply is being reconnected.

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**FORM MRS13**



Networks

ESB Networks,  
Osprey Hse.,  
Lr Grand Canal St., Dublin 2

To. .... Date:.....

Address .....

.....

Customer Contact Name .....

Meter Point Ref :

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Dear Customer,

A call was made today to disconnect your electricity upon your Supplier's request, as your bill has not been paid and you have not contacted your Supplier.

**I regret that if payment is not made immediately, your electricity will be disconnected without further notice.**

If you have any query regarding your accounts, please get in touch with the Supplier contact below **quoting the above Meter Point Ref.** Please treat this as urgent.

Supplier contact Name: .....

Tel. No. ....

FORM MRS14

**SCHEDULE 2.**

CHARGES FOR MRSO SERVICES

Customer cancellation of Application for Registration from Supplier	€27.00
Registration Errors (if the error is made by the Supplier.)	€27.00
Resends where Supplier does not receive original data transmitted. (if the error is made by the supplier)	€27.00
Full Refreshes. (i.e. situations where a supplier loses data that they had already received from MRSO and need this to be completely re-transmitted to them)	€27.00
<u>Quarter-hourly historic data:</u>	
1 profile per year on request	free
Additional profiles	€4.00

All charges quoted are exclusive of VAT.

## SCHEDULE 3

### Meter Point Reference Numbers

- 1.1 A Meter Point Reference Number (MPRN) may have none or one or more meters associated with it. The number of meters at a metered MPRN may increase or decrease in accordance with the Metering Code.
- 1.2 Depending on the specific agreement between the DSO and the customer, there may be a number of un-metered connections associated with an MPRN.
- 1.3 A valid MPRN may have the following status:

<b>Assigned</b>	the MPRN has been assigned to a Connection Point but the connection is not yet live; consumption data does not need to be collected at this point. There may not yet be a supplier associated with this Connection Point.
<b>Energised</b>	the Connection Point has been energised and the flow of electricity is allowed between the Distribution System (or Transmission System as applicable) and the Customer's installation. The meter point has been made live and the assigned MPRN has been successfully registered to a valid supplier. Data needs to be collected for settlement.
<b>De-Energised</b>	the Connection Point has been de-energised and the flow of electricity is prevented between the Distribution System (or Transmission System as applicable) and the Customer's installation.
<b>Disconnected/Archived</b>	the meter has been physically removed from the network or the physical installation has been removed. The status of the Meter Point Reference Number is changed to prevent any further Registrations in respect of that MPRN.

**SCHEDULE 4.**

List of Parties and addresses for notices  
(This information will be made available when the Agreement is signed).