

**HEAT AND POWER  
FOR BIRMINGHAM**

**CUSTOMER COMMUNICATIONS  
& DATA PROTECTION PLAN  
FOR RELEVANT CUSTOMERS**



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## Glossary

Abbreviation	Term
BaU	Business as Usual
CHP	Combined Heat and Power
DPA	Data Protection Act 1998
EEA	European Economic Area
ICO	Independent Commissioner's Office
RtSP	Return to Service Plan
SOA	Super Output Area
WPD	Western Power Distribution

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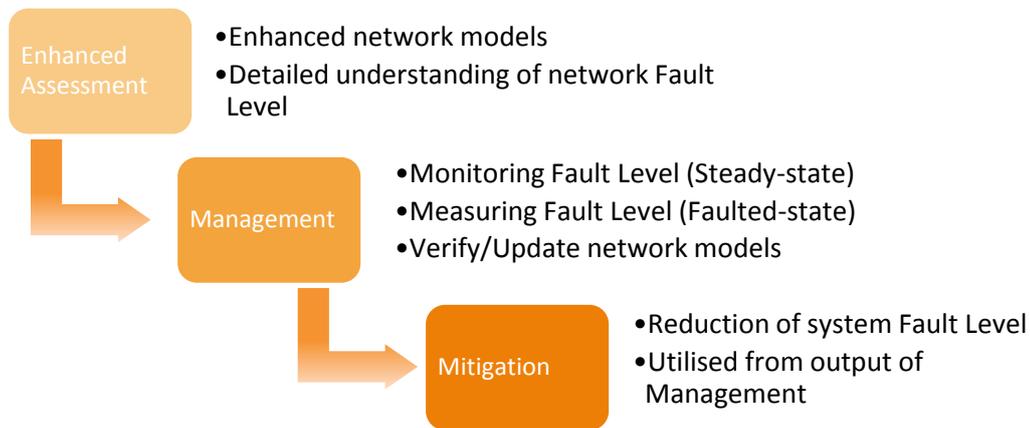
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## 1 Introduction

FlexDGrid is a £17 million project which will revolutionise the power network in Birmingham, using ground-breaking solutions to accommodate more low carbon generation across the city, reducing power cuts and helping Birmingham reduce its carbon emissions.

Birmingham’s network already provides greener heating to locations such as the Children’s Hospital, the new Central Library and the International Conference Centre amongst others. However, the connection of low carbon generation directly to urban electricity networks can increase the fault level. Fault level is a measure of electrical stress that is experienced by the electricity network when faults (short circuit currents) occur.

FlexDGrid will investigate three options, during the next four and a half years, in order to overcome fault level issues:



Each of these options will help to support the timely and cost-effective integration of generation within the city. By allowing the additional generation to connect into the city's grid, the project also supports the further development of the city’s heat networks—where interconnected pipes transport hot water from generating stations. The FlexDGrid project could make a major contribution to the UK in reaching its carbon emissions reduction targets in a cost effective way, securing access to affordable and sustainable energy for industry, commerce and society as a whole.

The initiative includes collaboration with Birmingham City Council, the University of Warwick, global consulting firm Parsons Brinckerhoff, and Cofely, who operate the district heating networks in the city.

More detailed information on the project can be found on the project website at:

<http://www.westernpowerinnovation.co.uk/Projects/FlexDGrid.aspx>

## 2 Customer Communications Plan

The purpose of the Customer Communications Plan is to provide a summary of how Western Power Distribution (WPD) and any of its external collaborators or partners will engage with, or impact upon, customers during the Project.

The Customer Communications Plan relates specifically to communications with Relevant Customers and is an appendix to our Communications Management Strategy which outlines our communications management approach, constraints, requirements and roles, and incorporates internal communications and stakeholder engagement plans.

This project will develop novel commercial frameworks, which will facilitate flexible connection options for generation and demand customers. Contracts and supplementary connection agreements will also be developed with appropriate customers, on an opt-in basis.

During the project, the University of Warwick will conduct research work on the socio-economic impact of Combined Heat and Power (CHP) integration and Fault Level Mitigation with specific focus on low income households in the Birmingham area. Following this analysis, further research work will be done to assess the social and economic benefits of FlexDGrid.

This plan includes information on whether the following customer interactions are required for FlexDGrid and if so the purpose, mechanism and timelines associated with these communications:

- Interruptions to a Customers' supply (Section 3);
- Access to a customer's premises or installation of equipment at a customer's premises (Section 4);
- Any proposed interaction with a Relevant Customer or premises of a Relevant Customer (Section 5);
- On-going communications with the Relevant Customers involved in the Project (Section 5.2);
- Arrangements for responding to queries or complaints relating to the Project from Relevant Customers (Section 5.3);
- Information on the Priority Services Register Customers who will be involved in the Project and how they will be appropriately treated (including providing information to any person acting on behalf of a Priority Services Register Customer in accordance with condition 26 of the Electricity Supply Licence, where applicable) (Section 3); and
- Any safety information that may be relevant to the Project; and details of how any consents that may be required as part of the Project will be obtained (Section 6).

All customer involvement will be on a voluntary basis.

This plan incorporates our Data Protection Plan.

### **3 Relevant Customer Interruptions**

Throughout the installations of the new technologies and the associated operation of these technologies there are no planned customer interruptions. As with all works on the electricity distribution network, there is a minimal risk that customers could experience unplanned interruptions. For the 10 primary substations that are being updated as part of FlexDGrid there is an average of 18,000 customers per primary substation. For each site, where work is being carried out, there will be a detailed return to service plan (RtSP), which will ensure that any customer that has an unplanned interruption will be reconnected within eight hours. This loss of supply to customers may arise due to either a human error or a fault on the system at the same time the work is being carried out. The risk of a human error will be mitigated, as is standard with all works on a distribution system, by utilising detailed method statements, detailing the works to be carried out and the processes and procedures to be followed, along with risk assessments to ensure that the work being carried out is as safe as reasonably practicable.

In the event of an unplanned interruption we will follow WPD's Business as Usual (BaU) procedure (see Appendix A – Guaranteed Standards of Performance for metered demand customers of Electricity Distribution Companies in England, Wales and Scotland).

### **4 Relevant Customers' premises**

#### **4.1 Accessing Relevant Customers' premises**

No equipment will be installed within relevant customers' premises and therefore access will not be required.

#### **4.2 Installing equipment at Relevant Customers' premises**

As 4.1 no equipment will be installed within relevant customers' premises.

##### **4.2.1 Notifying suppliers**

No equipment will be installed within relevant customers' premises and therefore suppliers will not require notification.

##### **4.2.2 Coordinating with supplier Smart Meter rollout**

No equipment will be installed within relevant customers' premises and therefore there is no requirement to coordinate with supplier Smart Meter rollout.

#### **4.3 Gaining and recording customer consent**

As no equipment will be installed within relevant customers' premises and access will not be needed there is no customer consent required.

## **5 Interactions and communications with Relevant Customers**

### **5.1 Specific communications with the Relevant Customers involved in the Project**

During the project, the University of Warwick will conduct research work on the socio-economic impact of CHP integration and Fault Level mitigation. The research work aims to investigate the potential welfare effects of changes in energy consumption, overall expenditure and tariff structures for different social and income groups of customers.

The specific focus will be on low income households in the Birmingham area, where WPD would be involved in the facilitation of the CHP installation programme through the management of local distribution networks, which interact with the CHP plant. Following this analysis, further research work will be done to assess the social and economic benefits of FlexDGrid. All customer involvement will be on a voluntary basis.

The University of Warwick will conduct the research based on a telephone survey of residential consumers deployed in the target areas for the district heating scheme. All postcodes in the Birmingham City Council areas have been selected in order to generate a sample which will be ratified on the basis of income and other measures of deprivation. It is expected that Birmingham City Council will support the process by providing statistical information about key socio-economic indicators by postcode or Super Output Area (SOA). Super Output Areas are a geography for the collection and publication of small area statistics. They are used on the Neighbourhood Statistics site and across National Statistics.

The total number of households contacted within the postcode areas will form the survey sample and will be used for analysis. The number of successfully completed questionnaires (within the total number of households contacted) will determine the sample size. The target sample size is between 800 and 900 complete questionnaires.

No information will be given to customers about FlexDGrid either in advance of the telephone survey or during the survey. Customers will be advised that the survey is being conducted on behalf of researchers at the University of Warwick who are conducting a survey about energy consumption in relation to the planned expansion of district heating schemes in Birmingham. It is intended that the survey be wholly separate to FlexDGrid and WPD and only the aggregated results will be shared with WPD in the form of a report.

The independent marketing company IFF Research (Chart House, 16 Chart Street, London, N1 6DD) has been appointed by the University of Warwick to carry out the telephone survey. The company is registered with the Information Commissioner's Office.

All interviewers working on the study at IFF Research will receive a full face-to-face briefing from the research team about the research to enable them to answer some of the common questions raised (where did you get my number from? Is the survey voluntary? What's going to be done with the data? etc).

The customers will be asked about the socio-economic characteristics of the household and the property they inhabit. They will also be asked about their views on district heating systems and their willingness to join local heating schemes. Information about energy expenditure and patterns of consumption will also be collected to evaluate the potential benefits of joining a district heating scheme in terms of reduced bills or reduced rationing behaviour.

Activity	Date
Gain authority approval for Customer Communications & Data Protection Plan	Feb / Mar 2014
Finalise questionnaire for pilot to be used by marketing company	Mar 2014
Deliver pilot questionnaire	Apr 2014
Produce revised questionnaire following pilot	Apr 2014
Deliver Full questionnaire	April / May 2014

Table 1 – Proposed timeline for customer communications

## 5.2 On-going communications with the Relevant Customers involved in the Project

As well as specific customer contact (as outlined above) the main routes for more general on-going communication and other public engagement activities include:

[westernpowerinnovation.co.uk](http://westernpowerinnovation.co.uk) - provides general information to the public, including:

- An overview of all WPD LCNF projects, including FlexDGrid;
- An explanation of the project and the benefits that could be generated;
- Downloadable leaflets and reports;
- A feedback channel - [wpdinnovation@westernpower.co.uk](mailto:wpdinnovation@westernpower.co.uk) and a telephone number for the WPD LCNF team office. Emails or telephone calls will be passed to the FlexDGrid team for a response.

[lowcarbonuk.com](http://lowcarbonuk.com) - specialist dissemination of project outputs to interested parties such as other DNOs and academics.

There will be no further contact with customers involved in the survey. As outlined in Section 7.9 WPD will not receive or retain any data related to individuals involved in the Socio-Economic research being carried out by the University of Warwick and all information provided from the University of Warwick will be aggregated data.

Other public engagement - includes links with Cofely, Birmingham’s largest CHP developer and operator, and Birmingham City Council along with press releases at project milestones.

## 5.3 Responding to Relevant Customers

All interviewers working on the study at IFF Research will receive a full face-to-face briefing from the research team about the research to enable them to answer some of the common questions raised (where did you get my number from? Is the survey voluntary? What’s going to be done with the data? etc). Prior to commencing the questionnaire the marketing company will request that the customer takes a note of the relevant contact details (email address and telephone number) for making queries or complaints. The assigned researchers at the University of Warwick will resolve any queries or complaints (through this channel) with regards to the survey, data collection, data-use and data-storage procedure.

Customer queries or complaints with regards to the delivery of the survey (i.e. the attitude, behaviour and language of the interviewer) will be forwarded to the appropriate division of the marketing company to identify potential breaches of the company's code of conduct and assess the need for disciplinary action, as discussed in IFF's statement below. If a formal complaint is made to IFF, IFF's standard procedure for dealing with the complaint would be as follows:

*The trail of events leading to the complaint being made will be thoroughly investigated, with a particular focus on listening in to the recording of the contact with that respondent, and also investigating when and how often they were called. If necessary we will also speak with the interviewer concerned. If the interviewer did not meet IFF standards, as defined by the Market Research Society's code of conduct this could mean that the interviewer concerned was removed from the job, dismissed from IFF, or given re-training. The individual will be contacted within 24 hours by telephone or e-mail (unless there is a specific reason why this is inappropriate) to discuss the complaint; If necessary a formal apology will be made in writing to the complainant which will document action taken to prevent similar problems developing in the future (if appropriate). This will be signed by one of the project directors and a copy will be sent to the University of Warwick. This written apology would be sent out within 48 hours of the complaint being logged.*

if consumers are not satisfied with the management of their complaints by IFF they will be invited to contact the Market Research Society (Freephone number routinely provided by IFF), which is the company's industry body that sets their code of conduct. Should the customer not be satisfied with the way their data has been treated they can contact the Independent Commissioner's Office (ICO).

It is intended that the survey be wholly separate to FlexDGrid and WPD and only the aggregated results will be shared with WPD in the form of a report. As such, WPD will not be involved in the handling of any queries or complaints.

## **6 Relevant Safety Information**

All construction activities relating to FlexDGrid will be carried out on existing WPD substation sites and will not create any additional relevant safety issues. During the trials there will also be no additional relevant safety issues.

The works carried out as part of FlexDGrid on the 11kV electricity network will be carried out in accordance with WPD's existing Health, Safety and Environment policies:

- POL:HS1/3 – Health and Safety Policy;
- POL:HS2/5 – Relating to Safety Management of Contractors'
- POL:HS5/1 - Investigation of Incidents and Provision of Safety Related Information to Third Parties;
- POL:HS8/3 - Personal Protective Equipment;
- POL:HS9/1 - Compliance with the Construction (Design & Management) Regulations 2007;
- POL:HS13/1 - Fire Precautions and Arrangements;
- POL:HS15 - General Requirements for Purchase, Use and Maintenance of Tools and Equipment;
- POL:HS16 - Safety in the Workplace;
- POL:HS19 - Manual Handling; and
- POL:HS20/1 - Proactive Safety Risk Assessment and Near Miss Reporting.

## 7 Data Protection Plan

There will be a limited collection of both personal and sensitive data for the purposes of the project. Before listing which data will be collected, we have provided definitions for personal and sensitive data following the Data Protection Act 1998 (DPA) below.

Personal data refers to data or any other form of information collection that can be linked or referred back to the identity of a living individual that enables the data controller to distinguish one or more individuals from other members of the group. Personal data does not necessarily have to refer to the name, address or contact details of the customer; it could also include the medical history, criminal records and achievements (such as sporting achievements); or the less obvious information such as itemised telephone bills and personal bank statements; as well as individual preferences, records of travel, and credit scores.

Sensitive personal data refers to personal data that contains information of an individual's racial or ethnic origin, political opinions, religious or other beliefs, membership of a trade union, physical or mental condition, sexual orientation and alleged or convicted criminal offences.

In this project, data is defined as the following type of information collection that is covered by the DPA:

*Information processed or intended to be processed, wholly or partly by electronic means (in other words the data collected will be analysed and stored by a computer).*

There will be no manual data collection (i.e. filing system), accessible records (such as health and educational record) or public authority records (category data).

### 7.1 What personal data will be collected for the purposes of the project?

The personal, sensitive and socio-economic data to be collected as part of the survey is as follows:

Personal Data Collected	Held by IFF	Held by University of Warwick
Name	√	
Telephone number	√	
Postcode (collected in order to match survey data with socio-economic data from public sources, e.g. Census)	√	√
<b>Sensitive Data Collected</b>		
Receipt of benefits by any member of the household (including long term illness or disability)		√
Prevailing ethnicity of household		√
Employment status		√
<b>General socio-economic data</b>		
Highest level of qualification		√
Gender		√
Age group		√
Number of children/adults/over 65s living in the property		√
Household annual income		√
Home occupancy status (i.e owner, rented etc)		√

Table 2 – Personal or sensitive data collected for FlexDGrid

As illustrated by Table 2, the University of Warwick are not collecting or retaining names or addresses of respondents but only postcodes for the purpose of matching the responses to publicly available data about the socio-economic characteristics of the area where the respondents live.

It is important to note that the socio-economic data and preferences for connection and information delivery collected by the University of Warwick can only be called personal data if and only if it will be used with the intention of linking the data to a specific name or the address of an individual(s). Linking socio-economic data for the purposes of learning or recording information regarding to an individual(s) can only occur if the data is clearly related to or obviously about a specific individual - i.e. reveals the name and address. The University of Warwick do not have access to socio-economic data to create a link to individual(s) nor the technical capabilities to create a link from socio-economic data to a specific individual.

The Information Commissioners Office provide two further criteria to help classify personal data under the DPA. The data can be considered personal if it is used to gain information about an individual or used for liability purposes, such as informing a utility company on outstanding payments etc. Our research does not fall under either of the two criteria and therefore the socio-economic data to be held by the University of Warwick cannot be classified as personal data.

## **7.2 How will this personal data be used?**

Personal data will be collected by IFF Research in order to statistically analyse individual preferences towards switching to district heating and methods of information delivery. The aim is to uncover any statistical properties of the aggregated preferences of individuals that can help the successful deployment of Combined Heat and Power (CHP) generation throughout the targeted areas of Birmingham – as well as informing the wider community (in the form of the presentation of results in working papers and published journals) and policy-makers investigating similar issues in the rest of the UK.

Likewise the collection of sensitive personal data, in this case household ethnicity and the presence of long-term illness or disability, will be used for the same purpose as personal data and reported only at an aggregate level.

As detailed in section 7.9 no personal data will be collected or captured by WPD.

## **7.3 How will consent for use of the personal data be obtained?**

The respondents will be informed at the beginning of the telephone conversation that participation is voluntary and that they can decide to withdraw at any point during the survey. Prior to commencement of the survey customers will be asked if they agree to take part and their answer will be recorded. If they agree to take part, throughout the survey options for answers to personal and sensitive questions include 'prefer not to answer' and 'other'. They can also decide to withdraw from the survey at any point. This method will provide the customer several alternatives in order to deny access to personal or sensitive information.

The University of Warwick will not share personal or sensitive data with a second or third party.

#### **7.4 What information will be provided to the customer prior to consent being sought?**

The following outlines the procedure once a customer is contacted:

The aims and content of the survey will be explained to the customer and the customer will be able to decide whether to participate or not at that stage. In other words all customer involvement will be on a voluntary basis and they can decide to withdraw at any point during the survey. The questions asked in the survey will be contained within a questionnaire developed by the contracted researchers at the University of Warwick. The evaluation of socio-economic benefits will be based on the statistical analysis of the questionnaire responses.

To encourage participation in the survey, households will be entered into a prize draw for a chance to win a £100 retail voucher upon completion.

Furthermore, a brief introduction to the project and questionnaire will be provided to each customer. The project introduction will include a brief overview of Combined Heat and Power generation and District Heating in Birmingham.

The questionnaire introduction will also include an estimate of how long the questionnaire will take, which is approximately 15 minutes.

#### **7.5 If priority services register customers are included in the project, how will their personal data be obtained?**

The data will be anonymous, thus customers who are on the priority service register will not be identifiable. The personal data procedure will be identical to the rest of the customer service base.

#### **7.6 Who owns the personal data?**

The University of Warwick solely owns the personal data. Nevertheless, in line with the DPA, the customers will be able to contact the data controller through an email address given at the time of the survey if they wish to alter the information given.

#### **7.7 How long will this personal data be retained?**

In line with the DPA, the data will be securely stored for as long as the data is being used. However personal and sensitive data will be systematically and securely deleted when the data is of no further use to the aforementioned researchers. Any information that might make it possible to identify the respondents will be deleted one year after the end of the project in order to allow a suitable period of time for the researchers to process potential queries regarding the information gathered in the survey. In line with University of Warwick regulations the anonymised data will be stored for a period of 10 years after the work is completed, only for the purpose of producing academic publications arising from the PhD student's thesis. In these publications the data will always be presented in aggregate form, which would not allow the identification of any individual participants. The University of Warwick makes this requirement to allow for a period of time that will make the process of academic publication possible.

## 7.8 Data Protection and Collaboration Partners

Collaboration Partners must abide by this Customer Communications & Data Protection Plan. They must also comply with the confidentiality agreement included with the collaboration agreements.

## 7.9 How will this personal data be managed?

All data that is considered personal and sensitive by the DPA will be handled by IFF Research, according to their data protection procedure which is described below.

The data file of survey results supplied to the University of Warwick (which will be anonymised and will not contain any information from which it would be possible to identify the respondent i.e. name, address, telephone number, full postcode) will be kept on the researchers' desktops and laptops. The data file will be transferred from IFF to the University of Warwick using Pretty Good Privacy (PGP) software. This software is a popular method to encrypt data and any accompanying documents by preventing direct access to the information contained in an electronic file in order to protect the anonymity of the survey participants. A password would be required to gain access to the data and this password will be only be known by the researchers involved in the project, i.e. academic lead researcher (principal investigator) and by the PhD student undertaking the analysis.

All the personal data provided by the IFF Research will remain anonymous to other University of Warwick researchers so that it will not be possible to identify the customers, apart from their location as defined by the postcode area. The results of the statistical analysis will be disclosed at the aggregated level so that no customer can be uniquely identified within the analysis.

The raw, survey data which includes personal information is saved to a secure folder on IFF's network which only the member of IFF's staff in charge of the survey will able to access (and this data file cannot be moved from this server at any stage). It will be agreed with IFF that the survey data and all sample files will be deleted from their systems one year after the completion of the work.

The University of Warwick will retain ownership of the data.

Western Power Distribution will not collect personal data for the purposes of FlexDGrid. Western Power Distribution will not receive or retain any data related to individuals involved in the Socio-Economic research being carried out by the University of Warwick and all information provided from the University of Warwick will be aggregated data.

Any other information received by Western Power Distribution will be treated in accordance with our Business as Usual policies. All project personnel with access to WPD data resources will comply with:

- POLICY DOCUMENT: IR1/12 - I.T. Security Policy, Relating to Computer and Communications Security.

Policy Summary - This policy sets out the minimum IT Security standards that are required to be observed by all WPD IT Users. Its objective is to prevent unauthorised access to WPD systems and to protect the integrity of computer data on those systems.

- POLICY DOCUMENT: IR5/3 - I.T. Data Storage Policy, Relating to the Storage and Retention of Computer Data on File and E-Mail Servers.

Policy Summary - This policy defines the guidelines for the storage and retention of data within the Company's network drive environment. Its objective is to preserve the integrity of file and e-mail servers by controlling the unrestricted growth and improving management of both personal and business data.

- POLICY DOCUMENT: LE5/1 – Data Protection Policy.

Policy Summary - This policy is intended to define WPD responsibilities in relation to the collection, storage and use of personal data in accordance with the Data Protection Act 1998. The DPA governs the way in which WPD may process personal information about individuals and also gives those individuals certain rights and remedies in respect of their information.

The Information Commissioners Office Data Sharing Code of Practice was used to inform the approach to data sharing.

WPD processes data in accordance with its ICO notification and in compliance with its data protection policy. The Data Protection Principles have been considered as follows:

<p><b>1.</b> “ Personal data shall be processed fairly and lawfully and, in particular, shall not be processed unless-(a) at least one of the conditions in Schedule 2 is met, and (b) in the case of sensitive personal data, at least one of the conditions in Schedule 3 is also met”.</p>	<p>As highlighted above a limited amount of personal data will be collected. Therefore it must be noted that we have legitimate grounds to request information regarding preferences towards district heating and methods of information delivery, since both sets of information are a core element of the questionnaire and future research. Furthermore, we have legitimate grounds for requesting sensitive data, in this case both ethnic origin and presence of long-term illness or disability in the household, based on previous evidence that suggests these particular household characteristics are important when analysing behavioural patterns. Personal and sensitive data will be processed for the legitimate interests of the data controller.</p>
<p><b>2</b> “Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes”.</p>	<p>The purpose for which the data may be used by the contractors is clear and bound by contractual arrangements. Personal data will only be obtained for the purpose of the present project and future academic research.</p>
<p><b>3</b> “Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed”.</p>	<p>Personal and sensitive data has been limited to the cases outlined above. The amount of personal and sensitive data requested from the customer has therefore been kept to a minimum and sufficient for the purposes of research.</p>
<p><b>4</b> “Personal data shall be accurate and, where necessary, kept up to date”.</p>	<p>The University of Warwick will maintain the accuracy of the data throughout the data processing period.</p>
<p><b>5</b> “Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes”.</p>	<p>In line with the ICO, the University of Warwick will review the length of time that we keep the data (following the 10 year period required by the University of Warwick) and securely delete the information once the 10-year period has been reached.</p>
<p><b>6</b> “Personal data shall be processed in accordance with the rights of data subjects under this Act”.</p>	<p>This data processing and sharing does not contravene the rights of data subjects.</p>
<p><b>7</b> “Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data”.</p>	<p>Secure methods of data transfer and storage will be used and obligations placed on contractors to do the same. As described above the appropriate measures will be taken to provide secure access to data and personal information throughout the collection and processing periods (as well as after the project is complete).</p> <p>The data file will be transferred from IFF to the University of Warwick using PGP encryption software, and will be password protected; only the principal investigator will have access to the relevant passwords.</p>
<p><b>8</b> “ Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data”.</p>	<p>Data will remain within the EEA.</p>

**Table 3 – Responses to Data Protection Principles**

## Appendices

Appendix A – Guaranteed Standards of Performance for metered demand customers of Electricity  
Distribution Companies in England, Wales and Scotland

**Appendix A – Guaranteed Standards of Performance for metered  
demand customers of Electricity Distribution Companies in England,  
Wales and Scotland**

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*Guaranteed Standards of  
Performance for metered demand  
customers of  
Electricity Distribution Companies in  
England, Wales & Scotland*

*January 2013*

## **Introduction**

In accordance with the Electricity (Standards of Performance) Regulations 2010, as modified by the Electricity (Standards of Performance) (Amendment) Regulations 2010, this document sets out the guaranteed standards of your electricity distribution company, which owns the electricity wires and cables by which electricity is supplied to your premises. Distributors are not responsible for meter reading or billing – your supplier does this.

Ofgem, the industry regulator, sets the guaranteed standards. If we fail to meet these standards you (“you” being a domestic or non-domestic customer) are entitled to receive a payment. We can either make payments via your electricity supplier or directly to you.

In line with Section 39A (5) of the Electricity Act 1989 (as amended by the Utilities Act 2000), any guaranteed standard payments you receive will not prejudice your entitlement to any other remedy or action that may be due to you because of our failure.

Sometimes the guaranteed standards may not apply, including under exceptional circumstances, events beyond our control, industrial action, actions of third parties or not being able to gain access to premises and in some cases severe weather. If any of these exemptions are invoked, we will need to demonstrate that we had taken all reasonable steps to prevent the exceptional circumstances occurring and to prevent failure.

## **GUARANTEED STANDARDS**

### **Regulation 5 - Supply Restoration during Normal Weather**

If your electricity supply fails during normal weather conditions because of a problem on our distribution system we will restore it within 18 hours of first becoming aware of the problem.

If we fail and you make a valid claim within three months of the date the supply is restored, we will arrange for you to receive £54 if you are a domestic consumer or £108 if you are a business consumer. You will also receive a further £27 for each additional 12 hours you are without supply.

### **Regulation 6 - Supply Restoration during Normal Weather – Incidents affecting 5,000 customers or more.**

If your electricity supply fails during normal weather conditions because of a single incident on our distribution system affecting 5,000 premises or more, we will restore it within 24 hours of first becoming aware of the problem.

If we fail and you make a valid claim within three months of the date the supply is restored, we will arrange for you to receive £54 if you are a domestic consumer or £108 if you are a business consumer. You will also receive a further payment of £27 for each additional 12-hour period that you are off supply up to a maximum of £216.

### **Regulation 7 - Supply Restoration during Severe Weather**

If your electricity supply fails because of a problem on our distribution system due to severe weather we will restore it within the period prescribed by the Regulations dependent upon the scale of the event:-

<b>Category of severe weather</b>	<b>Definition</b>
Category 1 (medium events)	Lightning events - when a distributor experiences at least 8 times the normal amount of faults in 1 day – supplies will be restored within 24 hours
	Non-lightning events - when a distributor experiences 8 or more but fewer than 13 times the normal amount of faults in 1 day – supplies will be restored within 24 hours
Category 2 (large events)	Non-lightning events - when a distributor experiences at least 13 times the normal amount of faults in 1 day – supplies will be restored within 48 hours
Category 3 (very large events)	Any severe weather events where at least 35% of exposed customers are affected – supplies will be restored within a period as calculated using a formula based on the number of customers affected as set out in the Regulations

If we fail and you make a valid claim within three months of the date the supply is restored, we will arrange for you to receive £27 (for both domestic and business consumers). You will also receive a further £27 for each

additional 12 hours you are without supply. The maximum payment you will receive is £216. These payments will be made as soon as reasonably practicable.

### **Regulation 8 – Rota Disconnections**

On very rare occasions there may be supply shortages in your locality and your electricity supply may need to be interrupted on a rota basis in order to share the available load. We aim to minimize the amount of time that your supply would be affected in such cases. We will at any rate ensure a total of no more than 24 hours without electricity during the period covered by a rota disconnection event. If you are without supply for a period before we commence rota disconnections, this would be covered by Regulations 5, 6 or 7 as appropriate.

If we fail and you make a valid claim within three months of the date the supply is restored, we will arrange for you to receive £54 if you are a domestic consumer or £108 if you are a business consumer.

### **Regulation 11 - Multiple Interruptions**

If your electricity supply fails because of a problem on our distribution system and you are without power for three hours or more, on four or more different occasions in any single year (12-month period) starting on 1 April, you are entitled to a £54 payment. You must make a valid claim for this payment within three months of the end of the year to which the claim applies. In order for your claim to be verified you will need to provide the address of the premises affected and the dates of the electricity supply failures. Incidents for which a payment has already been made cannot be included in your claim.

### **Regulation 12 - Distributor's Fuse**

If you report information that leads us to believe that the main fuse between the incoming supply cable and your meter has or might have failed, we will attend your premises within 3 hours on weekdays if you notify us between 7am and 7pm. At weekends and bank holidays we will attend within 4 hours if you contact us between 9am and 5pm. If you notify us outside these times, we will treat your call as if we had received it at the start of the next day.

If we fail we will arrange for you to receive a £22 payment.

### **Regulation 14 - Notice of Planned Supply Interruption**

If we need to switch off your power to work on our network for planned maintenance work we will give you at least 2 days' notice. (We will always give as much notice of a planned interruption as possible, even if we know we've already failed the standard.)

If we fail to give 2 days' notice or we switch your electricity off on a different day, then you can claim (within 1 month of the failure) £22 if you are a domestic consumer or £44 if you are a business consumer.

### **Regulation 15 - Voltage Complaints**

If you report a problem with the voltage of the electricity to your premises we will send you an explanation within 5 working days or offer to visit you to investigate within 7 working days.

If we fail we will arrange for you to receive a £22 payment.

### **Regulation 19 - Appointments**

Should we need to visit you, or should you request a visit from us for any reason, you will be offered an appointment during the morning or afternoon or within a two-hour time band. As of 1 October 2010, this standard no longer applies to visits related to connections work.

If we fail to make or keep an appointment we will arrange for you to receive a £22 payment.

### **Regulation 21 - Notification of Payment under Guaranteed Standards**

We will notify you, or your supplier, of any guaranteed standards that we have failed to meet (other than those for which you have to make a claim for payment). In any case, we will send your payment either directly to you or to your electricity supplier within 10 working days of becoming aware of the failure except in the case of Regulation 7, Supply Restoration during Severe Weather, when we will issue payment as soon as is reasonably practicable.

If we fail to notify you, or your supplier, or fail to send a payment within the above timescales, we will arrange for you to receive an additional £22.

### **Making a Claim for Payment**

Should you wish to make a claim under Regulation 5, 6, 7, 8, 11 or 14, please telephone us for details of how to claim on the general enquiries number listed in the section on "Contacting your Electricity Distributor". If you make a claim outside the hours listed, your claim will be treated as if you had called on the next working day.

If you disagree and cannot reach agreement with us about whether you should receive a payment, you may refer the case to the Office of Gas and Electricity Markets (Ofgem), the independent regulator for the electricity industry, to request a formal decision.

### **Contacting your Electricity Distributor**

For further information about any of the guaranteed standards, or if you would like to enquire about a service provided by us, please telephone us on the number below. If you are unsure of who your distributor is, please refer to an electricity bill from your supplier.

Please note if you ring or email us outside normal working hours, we will treat this as having been received at the start of business on the next working day.

### **Performance Information**

A periodic report on performance against these guaranteed standards, including the levels of compensation paid out, is published by the consumer champion, Consumer Focus at [www.consumerfocus.org.uk/publications](http://www.consumerfocus.org.uk/publications)

<b>Company</b>	<b>Area</b>	<b>Emergency/ Supply Loss (24 hour)</b>	<b>General Enquiries (Mon-Fri unless otherwise stated)</b>	<b>Customer Relations No. (Mon-Fri unless otherwise stated)</b>	<b>Website address</b>
<b>Western Power Distribution East Midlands:</b>	East Midlands	0800 056 8090	0845 7240240	0800 0556833 08:30-17:00	<a href="http://www.westernpower.co.uk">www.westernpower.co.uk</a>
<b>Western Power Distribution West Midlands</b>	West Midlands	0800 3281111	0845 7240240	0800 0556833 08:30-17:00	<a href="http://www.westernpower.co.uk">www.westernpower.co.uk</a>
<b>Western Power Distribution South Wales</b>	South & West Wales	0800 0520400	0845 601 3341 08:00 to 18:00	0800 0556833 08:30-17:00	<a href="http://www.westernpower.co.uk">www.westernpower.co.uk</a>
<b>Western Power Distribution South West</b>	South West England	0800 365900	0845 601 2989 08:00 to 18:00	0800 0556833 08:30-17:00	<a href="http://www.westernpower.co.uk">www.westernpower.co.uk</a>
<b>UK Power Networks – Eastern Power Networks plc</b>	East Anglia	0800 7838838	08456 014516 09:00 to 17:00	0800 028 4587 08:30 to 17:00	<a href="http://www.ukpowernetworks.co.uk">www.ukpowernetworks.co.uk</a>
<b>UK Power Networks – London Power Networks plc</b>	London	0800 0280247	08456 014516 09:00 to 17:00	0800 028 4587 08:30 to 17:00	<a href="http://www.ukpowernetworks.co.uk">www.ukpowernetworks.co.uk</a>
<b>UK Power Networks – South Eastern Power Networks plc</b>	South East England	0800 7838866	08456 014516 09:00 to 17:00	0800 028 4587 08:30 to 17:00	<a href="http://www.ukpowernetworks.co.uk">www.ukpowernetworks.co.uk</a>
<b>UK Power Networks (IDNO) Ltd</b>	Olympic Park and Stratford City site	0800 1712012	08456 014516 09:00 to 17:00	0800 028 4587 08:30 to 17:00	<a href="http://www.ukpowernetworks.co.uk">www.ukpowernetworks.co.uk</a>
<b>Northern Powergrid (Northeast) Ltd</b>	The Northeast & most of North Yorkshire	0800 66 88 77	08450 70 71 72 08:30 to 16:45	0800 7818848 08:30 to 16:45	<a href="http://www.northernpowergrid.com">www.northernpowergrid.com</a>

<b>Northern Powergrid (Yorkshire) plc</b>	West, South & East Yorkshire & northern Lincolnshire	0800 37 56 75	08450 70 71 72 08:30 to 16:45	0800 7818848 08:30 to 16:45	<a href="http://www.northernpowergrid.com">www.northernpowergrid.com</a>
<b>SSE Power Distribution</b>	North Scotland	0800 300 999	08000 483 515 08:00 to 17:00 Sat: 08:00-14:00	08000 483 515 08:00 to 17:00 Sat 08:00 to 14:00	<a href="http://www.ssepd.co.uk">www.ssepd.co.uk</a>
<b>SSE Power Distribution</b>	South England	08000 72 72 82	08000 483 516 08.00 to 17.00 Sat: 08:00-14:00	08000 483 516 08:00 to 17:00 Sat 08:00 to 14:00	<a href="http://www.ssepd.co.uk">www.ssepd.co.uk</a>
<b>SP Energy Networks</b>	Central & Southern Scotland	0845 272 7999	0845 273 4444 08:30 to 18:00	0845 273 4444	<a href="http://www.spenergynetworks.co.uk/">http://www.spenergynetworks.co.uk/</a>
<b>SP Energy Networks</b>	Merseyside, Cheshire & North Wales	0845 272 2424	0845 273 4444 08:30 to 18:00	0845 273 4444	<a href="http://www.spenergynetworks.co.uk/">http://www.spenergynetworks.co.uk/</a>
<b>Electricity North West</b>	North West England	0800 195 4141	0800 0481820 08:30 to 16:30	0800 0481820	<a href="http://www.enwl.co.uk/">http://www.enwl.co.uk/</a>
<b>Electricity Network Co Ltd</b>	Great Britain	0800 0326990	01359 243311 08:30 to 17:00	01359 243311	<a href="http://www.gtc-uk.co.uk">www.gtc-uk.co.uk</a>
<b>ESP Electricity Ltd</b>	Great Britain	0800 731 6945	01372 227560 08.00 - 18.00	01372 227560 08.00 - 18.00	<a href="http://www.espelectricity.com">www.espelectricity.com</a>
<b>Independent Power Networks</b>	Great Britain	0800 013 0849	0845 055 6199 Mon - Thurs: 08:30 to 17:00 Fri 08:30 to 16:30	0845 055 6199 Mon - Thurs: 08:30 to 17:00 Fri 08:30 to 16:30	<a href="http://www.independentpowernetworks.co.uk/">http://www.independentpowernetworks.co.uk/</a>
<b>Energetics Electricity</b>	Great Britain	0800 8048688	01698 404640 08:30-16:45	01698 404640 08:30-16:45	<a href="http://www.energetics-uk.com">www.energetics-uk.com</a>

## **Codes of Practice**

Electricity distributors have statements that describe services available to customers. These might include services for customers who are blind, deaf or hearing impaired, for customers who depend on electricity for health reasons and for customers who require a password during appointments for extra security. A copy of our statements is available free of charge from us or can be downloaded from our website.

## **Complaints**

If you have a complaint about any aspect of our service, please let us know. You will find our complaints-handling procedure on our website or you can ring the general enquiry line to request a copy. If we are unable to resolve the matter with you, you can refer it to the Ombudsman Services: Energy. This is a free and independent dispute-resolution service.

They are able to offer free independent advice and will look at your complaint, but will expect you to let us try to sort it out first. You can telephone the Ombudsman Services: Energy on 0330 440 1624. You can find further information on the Ombudsman Services website: [www.os-energy.org/energy](http://www.os-energy.org/energy)

