

**NEXT GENERATION  
NETWORKS**

**SUNSHINE TARIFF  
CUSTOMER  
COMMUNICATIONS & DATA  
PROTECTION PLAN**



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## 1 Introduction

The Sunshine Tariff project seeks to develop and trial the feasibility of an 'offset connection agreement'. These agreements will enable additional generation customers to connect to the grid on the basis that the local energy demand on the network changes to offset the power generated. If the generation can be absorbed locally then it will have no net effect on network constraints at higher voltage levels.

The trial will address the following issues:

- How an offset connection agreement could be structured to provide confidence to a DNO that the network is within operational voltage and thermal limits;
- How an offset connection agreement could be structured to be commercially viable for a generator;
- What mix of behavioural signals and technology options would be most effective in shifting demand; and
- What scale, longevity and reliability of demand side response would be achieved.

The trial will take place in Wadebridge, Cornwall, and use incentives and education to achieve a demand side response from domestic customers.

Alongside WPD there are three project partners to help deliver the trial:

- Regen SW - An independent centre of expertise on renewable energy, with specialist knowledge of community energy and existing relationships with key stakeholders. Regen SW will undertake project management and reporting for the Sunshine Tariff;
- WREN - An energy cooperative with over 1150 members in the local community. It has a strong track record in the field of consumer engagement. WREN will manage the recruitment of participants and the design of the education campaign, along with the management of a local electrician who will install immersion timers in a quarter of participating homes. WREN will also undertake analysis of data supplied by Tempus and provide feedback to customers; and
- Tempus Energy - A forward thinking energy supplier with a trading model that is a good fit for the Sunshine Tariff. Tempus will set up the Sunshine Tariff, roll out smart meters in all participating properties and arrange the installation of active load switching equipment in a quarter of participating homes through the local electrician. Tempus will also support WREN with their customer engagement.

The proposed method for controlling load is to engage approximately 240 homes, supplied from Wadebridge primary substation, offering a reduced tariff between 10am and 4pm during summer months.

Within the overall trial there will be four levels of intervention:

- **Subset 1: Sunshine Tariff only (≈60 homes)**  
Customers directly turn appliances on and off based on the reward of the reduced tariff.
- **Subset 2: Sunshine Tariff with Detailed feedback (≈60 homes)**  
Customers will additionally receive regular feedback from WREN on money saved and kilowatts (kW) shifted, with both benchmarked against others in the trial. WREN will also provide information about how to increase benefits and reduce costs.
- **Subset 3: Sunshine Tariff with Automated hot water control only (≈60 homes)**  
As well as customer control of appliances, a controller will be installed to bring on electrical water heating at the time of reduced price through the use of a timer.
- **Subset 4: Sunshine Tariff with Active load switching (≈60 homes)**  
Tempus Energy will identify the flexible loads in the customers' premises and add the ability for remote switching to it. This remote switching will be dynamic and managed from Tempus Energy's Smart Aggregation Manager platform, which is Tempus' proprietary demand flexibility intelligence software. Flexible loads will then be shifted into the desired period.

Any additional customers or customers not fed from Wadebridge primary substation will be given the option of joining a control group. These customers will be provided with the standard flat rate tariff from Tempus energy. Their consumption profiles will be used to help benchmark the changes created by the Sunshine Tariff.

All participating customers will be required to switch electricity suppliers to Tempus Energy, the provider of the Sunshine Tariff. Customers will also be able to override automated switching devices at any given time.

## 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.

This project will develop a novel domestic supply tariff which will give customers a reduced price between the hours of 10am and 4pm over the summer (April to September 2016). Approximately 240 customers will be recruited through local advertising via WREN membership and local press. All of the customers will have a smart meter fitted, and in addition, two subsets will have additional load control equipment fitted.

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

- Interruptions to a customer's supply (Section 3);
- Access to a customer's premises or installation of equipment at a customer's premises (Section 4);
- On-going communications with the Relevant Customers involved in the Project (Section 5);
- Arrangements for responding to queries or complaints relating to the Project from Relevant Customers (Section 5.9);
- Information on the Priority Services Register Customers who will be involved in the Project and how they will be appropriately treated (Section 7.4); 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

There are no planned customer interruptions on the distribution network as part of this project.

In the unlikely event of an unplanned interruption on the distribution network 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).

However, as part of the trial, participating customers will need to switch their electricity supply to Tempus Energy who will operate the Sunshine Tariff. To do this, Tempus Energy will replace existing metering with their own smart meter in participating premises. This will result in a short interruption (estimated to be up to 45 minutes) to supplies to the premises and will be done as part of Tempus Energy's BaU activities, complying with all the relevant procedures and standard supply licence conditions. The procedures for gaining access to the properties as well as the relevant safety information are detailed in Sections 4 and 6 of this Communications and Data Protection Plan.

## 4 Relevant Customer's premises

### 4.1 Accessing and installing equipment in Relevant Customers' premises

Section 5.6 sets out how and when we will communicate with Relevant Customers regarding access arrangements. Section 5.7 outlines the information we will provide to Relevant Customers regarding equipment being installed at their premises and Section 5.8 outlines our process for responding to Relevant Customers should they wish to receive more information. As previously stated all customer involvement will be on a voluntary basis and customers will have opted to take part in the project prior to any installation of equipment.

#### 4.1.1 Smart meter installations

All customers participating in the trial will receive a smart meter and as a result access will be required to the premises of all participating customers for the Sunshine Tariff Project. This will enable Tempus Energy's Meter Operator (MOP) to install smart meters so that the tariff can be administered. The data collected will also be used to provide feedback to customers and determine the offset caused by the demand side response. This will be done as part of their BaU activities and will result in the loss of supply to the property for approximately 45 minutes. As per BaU activities, access for these visits shall be arranged by a phone call and a confirmation email from the MOP on behalf of Tempus Energy once the customer has signed up to the tariff.

More details on the safety considerations for this equipment are in section 6.1.

#### 4.1.2 Additional equipment for subset 3: "Automated hot water control"

Customers in the "Automated hot water control" subset will need to provide access to WREN's appointed installer (a local electrician) for the fitting of the automated hot water control. This will take approximately one hour per household and the electrician's visit will be arranged by WREN's electrician by phone and/or email once the customer has signed up for the tariff. Customers will be able to override the timers at any time. This process will be explained by the installer and relevant information left at the premises. Information with regards to technical help and emergency numbers shall also be provided to the customer.

More details on the safety considerations for this equipment are in section 6.2.

#### 4.1.3 Additional equipment for subset 4: "Active load switching"

An initial flexibility assessment for each customer in subset 4 shall be conducted by Tempus Energy using the information collected by WREN during customer sign up. This shall assess which devices can be actively switched without inconveniencing the customer. Water heating, space heating and cooling, electric vehicles and refrigeration are all loads that may be offered into a flexibility programme. Should additional information be needed by Tempus Energy, they shall contact the customer directly.

Customers in the "Active load switching" subset will need to provide access for the installation of Tempus' switching equipment. This will be installed by WREN's local

electrician. This will take approximately one hour per household and will be arranged by WREN's electrician by phone and/or email once the customer has signed up for the tariff. As with subset 3, customers will be able to override the equipment at any time. This process will be explained by the installer and relevant information left at the premises. Information with regards to technical help and emergency numbers shall also be left with the customer.

More details on the safety considerations for this equipment are in section 6.3.

#### **4.2 Notifying other suppliers**

Tempus Energy is the supplier for the Sunshine Tariff.

All other electricity suppliers are aware of the tariff and were invited to participate.

Notification of customer's leaving their existing electricity suppliers will be done as part of industry's BaU processes.

At any point during or after the trial all customers retain their right to switch suppliers.

#### **4.3 Coordinating with supplier Smart Meter roll out**

All participating households will switch to Tempus Energy for the trial period and will receive a smart meter when they switch. The meters that will be installed are identical to that of all customers with Tempus Energy. Compliance with the Smart Meter roll out will be conducted in line with Tempus Energy's BaU customers.

#### **4.4 Gaining and recording customer consent**

All customer involvement will be on a voluntary basis and customers will have opted to take part in the project prior to any installation of equipment. We will communicate information regarding the project to Relevant Customers as outlined in Section 5.6 and invite them to be involved in The Sunshine Tariff project. All responses will be formally recorded and records will be kept in accordance with our Data Protection Strategy (section 7 of this document). Section 5.8 outlines our process for responding to Relevant Customers should they wish to receive more information or provide feedback.

## 5 Interactions and communications with Relevant Customers

The general principles of the consumer engagement activities are to build a positive customer experience at each stage of the project.

**The customer's best interest will remain the priority at all stages of the project.**

### 5.1 Understanding the customer

In order to deliver the best engagement we need to understand who our target customers are, what is important to them and how best to communicate with them.

As such, WREN's local knowledge and links into the community are invaluable. They know the local demographic, local culture and, with multiple successful energy projects behind them, have experience in delivering a message to the area and turning interest into participation.

WREN's customer engagement shall consider:

- The local socio-demographics;
- Customer priorities such as cost, environmental impact;
- Special communication needs such as large font or braille publications;
- The best times and locations for events;
- The impact of local events; and
- Additional language needs.

### 5.2 Customer Charter

For a project such as this it is important to have buy-in from each partner with regards to the customer experience to ensure a consistent level of excellent customer relations. As such we have drafted a customer charter for the project which will have senior approval from each organisation. This will reiterate our commitment to the customer and will be distributed to all customers as part of their initial communications.

### 5.3 Customer Journey

The customer interactions have been mapped out in the customer journey to highlight all the interactions with customers from beginning to end.

These include a mix of trial specific communications (manual processes) and Tempus BaU communication (automated processes).

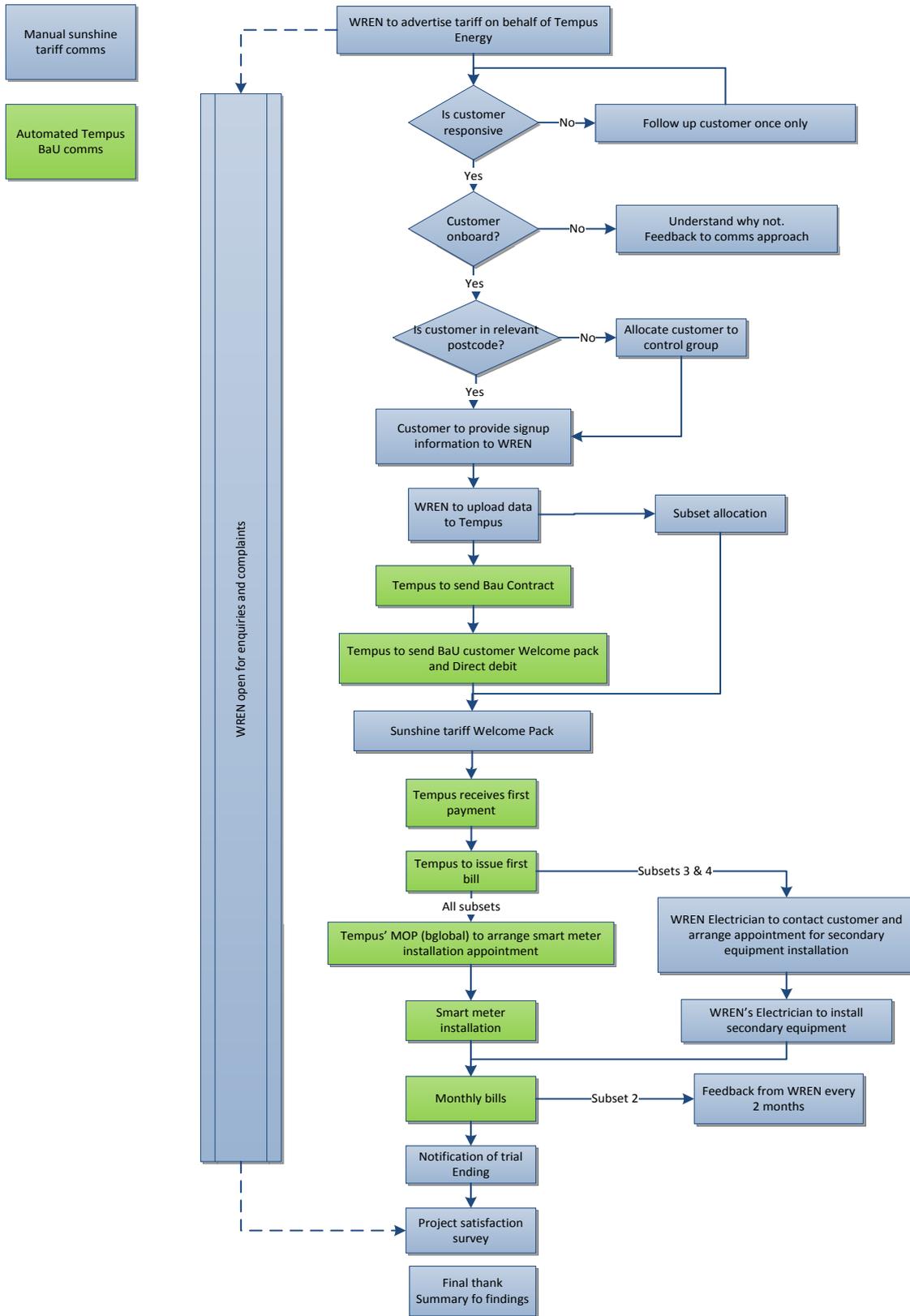


Figure 1: End-to-End customer journey for Sunshine project

## 5.4 Demarcation of responsibilities

To complement each partner’s commitment to the customer it is important to have clear, simple and transparent procedures to ensure the consistency of the customer experience as well as the quality.

The table below highlights the key elements of the split. Details are provided in later sections.

Partner	Responsibilities
WREN	WREN are the first port of call for customer engagement, whether it be advertising the tariff or helping people sign up. WREN will be equipped to deal with most enquiries and will follow up any others with the relevant partners. WREN will also be the focal point for the complaints procedure. WREN will work closely with Tempus Energy to ensure the best possible customer experience and ensure all supply licence conditions are met.
Tempus Energy	Tempus are administering the tariff. This includes switching and billing the customer as well as dealing with account queries. As the licensed supplier Tempus are also responsible for ensuring that all activities comply with their supply licence. As such they will be working closely with WREN with regards to all customer engagement.
WPD	WPD own the project and have a responsibility for all actions that are part of it. WPD has worked hard to ensure that all the project partners are aware of their responsibilities and can deliver them effectively. WPD will have a minimal role with regards to customer engagement but shall act as a point of escalation.
Regen SW	Regen SW are managing the project and the reporting and have no direct communication with relevant customers

Table 1: Partner responsibilities

## 5.5 Branding

Project communications shall be dual branded with the WREN and Tempus logos. Apart from an initial welcome letter and final thanks letter from the overall project manager, the WPD logo shall be omitted from communications. This should reinforce the main customer contacts for the project and cement WREN as the main focus of customer engagement. All BaU communications from Tempus Energy will only contain the Tempus logo.

Project communications include: addendum T&Cs, project welcome letter, project Frequently Asked Questions (FAQs), project customer journey, project website, the customer charter and the final letter.

## 5.6 Timeline for specific communications

Activity	Communication method	Partner Communicating	Trigger for communication	Dates
Test the marketing materials	Testing with existing project partner personnel	WREN/Tempus Energy	Final draft of marketing materials	Oct 2016
Trial advertisement	Adverts in local media, emails to WREN membership marketing materials. roadshows	WREN leading, but in collaboration with Tempus Energy	Approval of the customer comms plan by Ofgem.	Approval to Feb 2016
Customer sign-up	Paper or online sign-up sheet	WREN	Interest by relevant customer.	Approval to mid-April 2016
Follow up non-responsive customers	Letter and email reminding customer of trial	WREN	2 weeks after activity if customer has not signed up. Customers shall only be directly reminded once.	Approval to April 2016
Tempus BaU contract	Email, but post of needed	Tempus	Customer sign up	Approval to April 2016
Welcome Pack <ul style="list-style-type: none"> <li>BaU Tempus welcome comms</li> <li>BaU direct debit form</li> </ul>	Email, but post of needed	Tempus	Receipt of contract	Approval to April 2016
Manual process in one email: <ul style="list-style-type: none"> <li>Tempus customer contract to be signed</li> <li>Project welcome letter from WPD (dual brand)</li> </ul>	Email, but post of needed	Tempus	Receipt of contract	Approval to April 2016

<ul style="list-style-type: none"> <li>• Addendum T&amp;Cs for trial (dual brand)</li> <li>• Project FAQs (dual brand)</li> <li>• Notification of participation and allocation of subset</li> <li>• Reminder of full rights and complaints procedure</li> <li>• Customer charter (dual brand)</li> <li>• Project customer journey (dual brand)</li> </ul>				
Possible customer site survey	Web form	Tempus	Only if WREN were unable to capture sufficient info at the engagement stage	Approval to April 2016
Arrangement for smart meter install (6-8 weeks after sign-up)	Phone call and email confirmation	Tempus' contract	Receipt of contract	Approval to April 2016
Arrangement for hot water controller install/Tempus' secondary equipment (6-8 weeks after sign-up)	Phone call and email confirmation	WREN's electrician	Receipt of contract	Approval to April 2016
Monthly Bills	Email	Tempus	Monthly	Signup –Sept 2016
Feedback for subset 2	Email	WREN	Every two months	April –Sept 2016
Notification of trial ending. This will include: <ul style="list-style-type: none"> <li>• Thanks for taking part</li> <li>• Reminder that customer can leave Tempus</li> <li>• Confirmation that by default</li> </ul>	Email, letter	WREN	End of trial	Sept 2016

customer will remain a Tempus customer, but will be on a different tariff, which will be confirmed				
Participant and stakeholder survey. Combine with Tempus' BAU survey.	Phone call, Survey Monkey	WREN	End of trial	Oct 2016
Thanks for involvement accompanied by key findings.	Letter	WPD	Conclusion of trial	Jan 2017

Table 2: Proposed timeline for customer communications

## 5.7 Sign-up process

The sign-up process can start as soon as Ofgem has approved the Communications & Data Protection Plan. The engagement activities will include:

- promoting the tariff to WREN's existing 1150 members via email using carefully pre-prepared material;
- WREN will compile a list of potential first targets from previous projects where they feel take-up of the tariff will be higher and promote the tariff via email;
- promotions in the High Street shop (complying with any door step selling rules);
- roadshows; and
- press releases to local media (including the Cornish Guardian and North Cornwall Advertiser).

The consumer engagement prior to signing-up the customer will be about understanding the customer's household dynamic, including the following factors:

- whether or not anyone is at home during the day;
- what appliances they use, particularly those with heating elements;
- which items can be timed to come on during the low price period;
- do they have an electric immersion heater (if so they may wish to be part of the timed water heating subset); and
- what level of understanding do they have with regard which appliances are high energy users.

Conversations around these questions will help us better understand the customer and will help to inform which of the four trial subsets to place the customers. The customer will have some choice, but WREN's consumer engagement will ensure customers don't choose a subset that will not work well for them.

The actual tariff sign up shall be conducted through WREN. After engaging with the customer WREN will provide a sign-up sheet, either in paper format or on their website. This will provide WREN with all the data necessary to run the trial, switch the customer as well as provide flexibility assessments for subset 4. Details of the information to be collected can be found in section 7.

Once the data is collected WREN will then pass on the relevant information to Tempus for the actual supplier switching process. WREN will not collect customer's bank details, which shall be acquired directly by Tempus through their welcome pack. This approach allows a consistency of customer experience and data collection as all aspects will go through WREN. It will also allow WREN to log each participant of the trial and retain the necessary data for their customer support.

The sign-up phase will happen over several months and WREN will have a considerable level of customer engagement throughout this period. Any lessons learnt will be documented by WREN and shared with the project partners. These lessons shall also form part of the project learning to be disseminated to the industry following the trial.

## 5.8 Customer Support

Throughout the trial the **customer's best interest must remain the priority** and customer support will be an ongoing process and all project partners have signed up to a project Customer Charter.

The first port of call for customer enquiries will be WREN. WREN will support customers by answering questions as they arise, ensuring customers are aware of benefits of the tariff and how to shift demand from peak periods to the low price period. WREN has considerable experience with this type of customer support, having had to support customers through several previous programmes ranging from energy monitor installation to the installation of biomass boilers.

WREN will be available via email, telephone and via their Energy Shop in Wadebridge. Information about the trial will also be published on the WREN website ([www.wren.uk.com/sunshine](http://www.wren.uk.com/sunshine)), with any appropriate sign-posting to Tempus Energy for FAQs on the equipment or WPD's website for information about the project.

To supplement basic enquiries about the trial, Tempus Energy will work with WREN to provide some basic FAQs to help cover some supplier related issues such as billing. This should help WREN deal with the majority of basic queries and reduce the amount of times customers are passed between partners.

If the customer needs direct contact with Tempus such as an account enquiry, WREN will sign-post the customer to Tempus Energy or take the details of the customer's enquiry and contact details and pass them to Tempus. As well as passing on emails and phone enquiries, Trial customers will be able to call Tempus Energy from the WREN Energy shop if they would like assistance whilst on the phone.

WREN will also be able to call on the support of a 24/7 local electrician to deal with technical issues as well as WPD for network trial admin related issues.

The WREN energy shop is open 6 days a week during office hours and the phone line is manned for extended office hours.

Out of Hours customers will be given two options:

Non urgent enquires can be routed through to WREN to deal with the following working day. Customers will be encouraged to leave messages for WREN to follow up.

For urgent support customers will be given the contact details for Tempus 24hr contact centre. This will allow Tempus to screen for issues with the option of sending the local 24hr electrician to site if necessary, allowing for billing and accounts questions to be dealt with whilst also reducing spurious dispatching of the electrician.

A perceived malfunction of a customer’s device could simply be due to Tempus actively controlling it. If this is the case the active control will be stopped and the control parameters for future interventions updated where necessary. If there is a genuine technical issue the electrician will be dispatched.

The lines of telephone communication are summarised below.

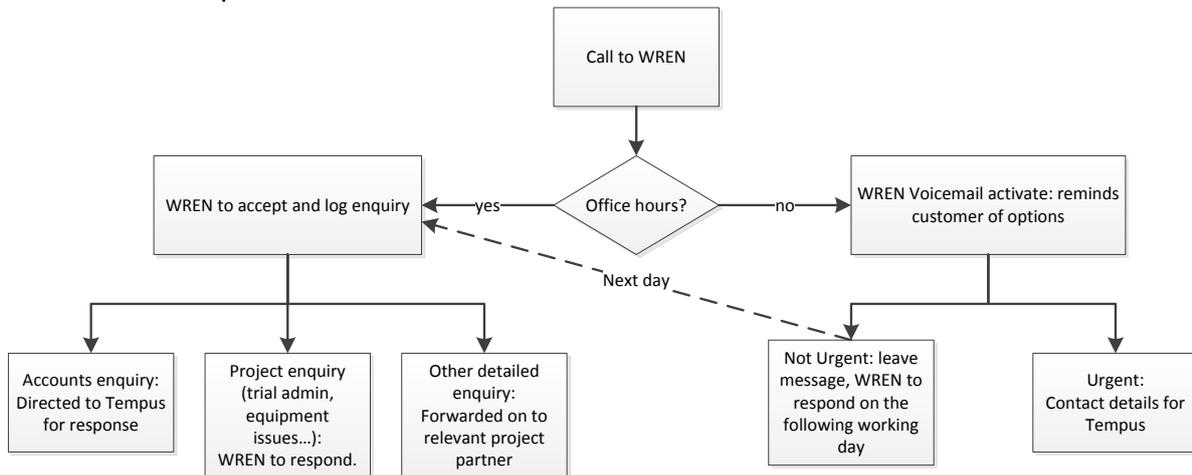


Figure 2: Lines of communication

All the relevant contact details will be given to customers on sign up and will be reiterated in all subsequent communication including bills. It will also be reiterated on the WREN out of hours voicemail as well as the notices in the Energy shop.

Whilst all efforts will be made to route enquires via WREN, some enquiries may be directed to other partners. As such WPD and Tempus call centres will be briefed on the project and will be aware of each partner’s responsibilities in order to route any enquiry to the right location

### 5.9 Customer complaints procedure

All efforts shall be made to avoid complaints with regards to the project. However a robust complaints procedure is in place should any arise.

As WREN is the main point of contact with customers they shall be the first port of call for customer complaints.

WREN will aim to resolve trial related complaints directly. However supplier related complaints will be forwarded immediately for Tempus to resolve. In the scenario of a complaint, at no point will the customer be asked to call another partner. All partners will work together to assist the customer and resolve the enquiry as quickly and efficiently as possible. This process shall be done over the phone with back up emails using a customer enquiry pro-forma to ensure information is passed on fully and swiftly. Tempus will follow their customer complaints procedure available at <https://tempusenergy.com/customer->

[complaint-procedure](#). Tempus Energy will also report any complaints back to Ofgem as part of their BaU processes.

Any complaint received shall be logged by WREN on receipt. Customers will then receive acknowledgment of the complaint as well as the time scales expected for a response. A definitive reply will be sent within five working days however we aim to address most issues within a working day. WPD will be notified of all trial-related complaints and shall act as the point of escalation should a complaint not be resolved within five working days.

Clear records will be kept of all progress and communication concerning the issue, along with the solutions identified in order that the process can be streamlined in the event of a similar issue arising.

### **5.10 End of trial**

At the end of the trial each customer will receive a reminder of their options.

By default each customer will be transferred onto the standard Tempus rate. The reminder will detail the rates and conditions and will also remind the customer of their right to switch suppliers.

These practical details will be accompanied by thanks for participation in the trial.

Following the end of the trial a participant survey shall be undertaken. This single survey shall combine Tempus's BaU survey with feedback on the project and customer reactions towards ToU tariffs.

Finally at the conclusion of the project, once the learning has been collected, each participant shall receive a summary of the project learning. This non-technical summary will communicate the benefits and changes that will be implemented following the project.

## 6 Relevant Safety Information

### 6.1 Meter Installation

The project requires the installation of a smart meter in all participating households. This installation will be undertaken by - Tempus Energy's Meter Operator (MOP), who will be compliant with the Meter Operation Code of Practice,<sup>1</sup> and the Smart Metering Installation Code of Practice.<sup>2</sup> They also have the following installation provisos:

*The customer, or someone who's over 18, will need to be at the property during the meter exchange so the installer can talk them through how it all works. (There may be a charge if the installer can't gain access.)*

*The power will be off in the property for the duration of the meter exchange.*

*Checks made before installing Smart meters include:*

- *Is there anything preventing access to the meter? If yes, then the installation is likely to take longer*
- *Is the home heated by night storage heaters? If yes, WREN will discuss with the customer that the trial is over the summer months, but the customer could benefit long-term by being a Tempus Energy customer*
- *Is the meter semi-concealed? (to ensure the engineer brings the right tools)*

### 6.2 Additional installation for customers in the "automated hot water control" subset 3: Timer installation

The project also requires the installation of immersion heater timers (see Appendix D) in one quarter of the participating homes. This will be undertaken by the Project's local electrician. The selection of the electrician will follow Tempus' business as usual supplier selection process, which includes a pre-qualification process (qualifications, certificates, insurance and risk assessment method statements). The local electrician who will be working within the relevant trade standards and building regulations, and describes the process as follows:

*The timer would normally be sited in place of the existing 20amp double pole (dp) switch for the immersion heater. Sometimes this is not in a good position for tenants to see the screen on the timer, and so it would have to be moved to a suitable position with the relevant cable extended.*

*As the timer includes a built in dp switch, the existing switch can be removed. This removes the possibility of isolating the timer and draining the internal battery.*

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<sup>1</sup> Available at <http://www.mocopa.org.uk/documents>

<sup>2</sup> Available at <https://www.ofgem.gov.uk/ofgem-publications/57316/smartmeteringinstallationcodeofpractice.pdf>

*If cables need extending or new heat resistant flex is required the installation would take longer than an hour.*

*The timer cannot be left exposed within a bathroom but is safe within a cupboard in the bathroom. It does not need to be on an RCD (residual current device) unless cables are extended within a wall or partition at a depth of less than 50mm.*

*On completion a Minor Works Certificate would be completed with relevant test results.*

The timer will be the property of the homeowner; however any technical issues will be serviced by WREN for the duration of the project.

### **6.3 Additional work for customers in the “automated load switching” subset 4**

For customers allocated to the “automated load switching” subset of the trial additional equipment will be installed in the homes. These include in-line relays and smart plugs (see appendix E) as well as a small communication hub linked to the home broadband to communicate with the switches around the home. The equipment installation processes required by Tempus Energy will fall into two categories depending on the nature and size of the flexible load:

#### **Socket Loads: (eg. Refrigeration)**

Controllable by self-install ‘smart plugs’ that will be mailed direct to the householder along with full instructions and helpline details. The use of such smart plugs is non-invasive and they are easily removable

#### **Ring Main Loads: (eg. Immersion heaters, electric vehicles)**

These will require installation by the Project’s electrician. In most cases a remote controllable switch will be installed in line with the device power supply in order to achieve simple on/off control. The load control technologies that will be used are internet controllable relays up to 13amps. For loads greater than 13A, a relay will be used in conjunction with a sufficiently rated contactor. All works carried out by WREN’s appointed electrician will need to be carried out following Tempus Energy’s installation procedure as stated in the customer’s terms and conditions. This procedure can be made available on request.

Where a more advanced remote interface to a device already exists, no works will be required and the existing control system will be used.

Tempus Energy operates ISO 9001 certified quality management systems including quality assurance regarding technology and supplier selection.

### **6.4 WPD works**

There are no anticipated construction or installation activities by WPD relating to the Sunshine Tariff.

## 7 Data Protection Strategy

The following definitions are taken from the Data Protection Act 1998.

“**Personal Data**” is defined as any information which is capable of being used to identify a living individual. In addition to name, address and contact details, this could include individual preferences, transactional history, record of activities or travels, profiles or credit scores.

“**Sensitive Personal Data**” is defined as any personal data that relates to any of the following: racial or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life, criminal convictions or proceedings.

**Data Subject:** the individual of which data is being disclosed or held.

From these definitions it follows that information about a corporate entity is not personal data as it does not relate to an individual. Thus while we intend to handle the names and addresses of non-domestic customers responsibly, this data does not require the same treatment as personal data.

### 7.1 What personal data will be collected for the purposes of the project and how will it be used?

The personal and/or sensitive data to be collected by WREN as part of Sunshine tariff is as follows:

Data Collected by WREN	Held by WREN	Passed on to Tempus Energy	Passed on to WPD
Name	√	√	√
Address	√	√	√
Phone number	√	√	
Email	√	√	
Level of signup	√	√	
Type of Water heating	√	√	
Off/on gas grid	√	√	
Size of House	√	√	
Tenure (owner/tenant)	√		
Number of occupants	√	√ <sup>x</sup>	
Energy sources	√	√ <sup>x</sup>	
Wi-Fi access	√	√ <sup>x</sup>	
List of white goods *	√*	√ <sup>x</sup>	
Number of occupants by age group *	√*		
Employment status *	√*		

Data Collected by WREN	Held by WREN	Passed on to Tempus Energy	Passed on to WPD
Household Income *	√*		

Table 3: Personal or sensitive data collected by WREN for the Sunshine Tariff

Provision of some socio-economic characteristics for the household will not be compulsory (as \* in table above). Tempus will require additional information for customers signed onto the active load switching subset (as indicated by <sup>x</sup> in table above).

WREN will collect this data on sign up. The contact details shall be used to organise and administer the trial. The additional data will allow for fuller analysis of the trial results and will be added to the anonymised consumption data base.

The relevant data will be passed to Tempus energy to enable them to switch the customers and administer the tariff.

WPD shall receive data from WREN to identify participating customers. This shall be logged in their customer database for the duration of the trial to improve customer service. WPD will also cross reference potential participants with the Priority Services Register (PSR) to help identify customers with medical or special requirements.

Data held by WPD	Passed to WREN
Is customer on PSR? If so why?	√

Table 4: Personal or sensitive data held by WPD

The PSR data is already held by WPD and will be used to ensure no additional risk is being created through trial participation. Should customers be identified on the PSR wanting to take part in the trial, WREN shall be informed, will act as customer liaison, and will undertake a risk assessment to ensure that the project will not unduly affect the customer.. Information regarding PSR customers will not be shared with any other party, and risk assessment will only focus on how participation in the project could affect the individual customer concerned. The data shall be destroyed by WREN following the end of the project.

Data Collected by Tempus Energy	Held by Tempus	Passed to WREN
Customer bank details	√	
Electricity Consumption (half hourly)	√	
Electricity Consumption (minute by minute)	√	√
Date of start of flexible load	√	√

Table 5: Personal or sensitive data collected by Tempus for the Sunshine Tariff

Tempus Energy shall collect customer bank details and half hourly consumption data to enable their activities as a supplier. This will allow them to administer the tariff and bill customers. This data will not be shared with any project partner. Tempus Energy will also

collect higher resolution consumption data, at up to 1 minute resolution. This will be used for the active control of equipment. Tempus Energy will also provide customers access to their personal consumption data via the Tempus Energy Customer Portal, an online account allowing customers to manage their electricity account and see their consumption data. This will allow customers to view and download their energy data.

In accordance with Tempus Energy's Supply Licence Condition 47, Tempus Energy will explicitly obtain the customer's consent to using consumption data at a more granular level than daily. This is part of Tempus Energy's standards terms of business.

To enable WREN to conduct the most effective feedback possible, Tempus Energy aim to pass the detailed identified consumption data to WREN. Consents for this transfer would be acquired on sign up. This is currently under review by Ofgem's Smart Meter team. Should this not be possible WREN shall provide feedback to the customers by logging into the Tempus Portal with the customer.

For subset 4 Tempus will share with WREN, via encrypted flat file, the customer names and dates which the customers started to have flexible loads controlled via the Tempus Systems.

Tempus Energy will not pass on any further personal data.

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

As part of the project registration process, customers will be required to opt-in to sharing their energy use and household profile data as part of the trial. Consent will be collected and stored by WREN. Information will be provided to customers during the registration process as to the data items that will be collected and used by the project partners.

Participation in the trial is completely voluntary, customers wishing to participate in the project will be asked to sign the customer agreement letter, see appendix B. All customers will be reminded of their right to withdraw this consent at any time.

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

The customer will be provided with information detailing:

- The purposes of the project
- The four possible levels of involvement and the technology that would be installed for each
- The tariff and an estimate of how much money they could potentially save by participating and acting to shift demand to the low price period
- What information will be required upfront
- What data will be collected from the installed meters throughout the trial
- The customers right to opt out of the trial at any point
- How we propose to use their data and how we will store it

- Their choice of supplier at the end of the trial and that they will keep the smart meter and any other installed technology
- Their ability to withdraw consents for the trial at any point and the consequences for their electricity supply.

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

To participate in the trial, customers will be required to give WPD consent to inform WREN whether they are on the priority services register and if so why.

The participants will be cross referenced against the register and WPD will alert WREN of any matches. This will allow suitable risk assessments to be made by WREN prior to project commencement to ensure that no customer is put at additional risk through the scheme. WREN will not share this information with any other project partners and will destroy the data following the completion of the project.

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

According to the Data Protection Act (DPA) the consumer always owns their personal data. WREN and Tempus shall act as data controllers for the relevant data they hold. In line with the DPA the customers will be able to contact the data controller through an email address and phone number given at the time of the survey if they wish to alter the information given.

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

In accordance with its Supply Licence, Tempus Energy will retain certain data (the Relevant Data Information for Electricity specified in the licence) relating to the customers' supply, for 5 years.

In relation to other data, in line with the DPA, the data will be securely stored for as long as the data is being used, which will be a maximum of 12 months after the end of the tariff trial period. Personal and sensitive data will be systematically and securely deleted when the data is of no further use to the Sunshine Tariff project or any ongoing related purpose (e.g. retention of the tariff by the energy supplier).

Anonymised and analysed data relating to project outcomes will be stored for a prolonged period in order to support a case for offering 'Offset Connections' to potential generators where the local grid is too constrained for a standard connection. It will also be made available to Ofgem, DNOs and interested stakeholders through the final analysis and report.

#### **7.7 Data Protection and Collaboration Partners**

Sunshine Tariff project partners must abide by this Customer Communications & Data Protection Plan as set out in their collaboration agreements.

#### **7.8 How will this personal data be managed?**

All data held by WREN that is considered personal by the DPA will be handled according to their data protection procedure which is described in Appendix B. In addition, WREN is registered with the Information Commissioner for data protection.

The database of customer contact details and project progress details will be kept in a secure folder, accessible only to WREN by means of a password.

Tempus Energy will also have access to personal data and will be fully compliant with the Data Protection Act and the Supply Licence. Their privacy policy can be found here: <http://www.tempusenergy.com/privacy-policy.html>

Any information received by WPD will be treated in accordance with their BaU policies. These are detailed in Appendix C.

### 7.9 Access to data by other project partners

The different partners have different levels of access to the data. The Personal data transferred between project partners is highlighted in section 7.1. In addition Regen SW and WPD will have access to anonymised data which will be used primarily for reporting purposes. This dataset will be per household at 15 minute resolution and will be supplied complete with a non-identifying metadata collected at sign-up including occupancy and size of house, gas grid connection and heating type. This data is neither personal nor sensitive.

This is summarized in the table below:

Partner	Access to data	Reason for data
Tempus Energy	Personal data and full electricity consumption data	Business as usual activities as an electricity supplier
WREN	Personal data and full electricity consumption data	Communicating with all customers as part of trial
Regen SW	Anonymised data set including electricity consumption at 15 minute resolution plus non-identifying metadata.	Producing learning reports
WPD	Identifying personal data and anonymised data set including electricity consumption at 15 minute resolution plus non-identifying metadata.	Personal data required for cross-referencing the PSR. Non personal information for producing learning reports

Table 6: Partners' access to data

### 7.10 Overview of data protection principles

The Data Protection Principles have been considered for the Sunshine Tariff trial as follows:

<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”.	Personal or sensitive personal data will only be collected and processed if consent is granted by the participant. This consent will form part of the participation agreement.
<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”.	Personal data will be used only for achieving the objectives of the trial, which will be set out in the participation agreement.
<b>3</b> “Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed”.	Only essential personal data will be required. Additional socio-economic data, which would add further detail to the analysis and findings, will be optional.
<b>4</b> “Personal data shall be accurate and, where necessary, kept up to date”.	Participants will be asked to keep WREN informed of any changes to their personal data.
<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”.	Data will be kept for a maximum of 12 months after the end of the tariff trial period.
<b>6</b> “Personal data shall be processed in accordance with the rights of data subjects under this Act”.	This data processing and sharing does not contravene the rights of data subjects.
<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”.	Secure methods of data transfer and storage will be used. These are set out in section 7.10 above. See appendix C for WREN’s Data Protection Policy
<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”.	Data will remain within the EEA.

**Table 7: Responses to Data Protection Principles**

## 8 Appendices

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

Appendix B – WREN Data Protection Policy

Appendix C – WPD Data Protection Policies

Appendix D – Immersion Heater Timer

Appendix E – Load automation technology examples

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

*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)

Company	Area	Emergency/ Supply Loss (24 hour)	General Enquiries (Mon-Fri unless otherwise stated)	Customer Relations No. (Mon-Fri unless otherwise stated)	Website address
Western Power Distribution East Midlands:	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>
Western Power Distribution West Midlands	West Midlands	0800 3281111	0845 7240240	0800 0556833 08:30-17:00	<a href="http://www.westernpower.co.uk">www.westernpower.co.uk</a>
Western Power Distribution South Wales	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>
Western Power Distribution South West	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>
UK Power Networks - Eastern Power Networks plc	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>
UK Power Networks - London Power Networks plc	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>
UK Power Networks - South Eastern Power Networks plc	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>
UK Power Networks (IDNO) Ltd	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>
Northern Powergrid (Northeast) Ltd	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>

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Northern Powergrid (Yorkshire) plc	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>
SSE Power Distribution	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>
SSE Power Distribution	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>
SP Energy Networks	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>
SP Energy Networks	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>
Electricity North West	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>
Electricity Network Co Ltd	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>
ESP Electricity Ltd	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>
Independent Power Networks	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.independentpowernetw&lt;br/&gt;orks.co.uk/">http://www.independentpowernetw orks.co.uk/</a>
Energetics Electricity	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>

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**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)

## Appendix B WREN Data Protection Policy

### 1.0 Overview

WREN is a non-profit making organisation which during the course of our work maintains personal information for the purpose of carrying out our business. In the interests of best practice, WREN has implemented this Data Protection Policy for the management of personal data held both manually and/or electronically. In addition, WREN is registered with the Information Commissioner for data protection.

### 2.0 Guiding principles for data held by WREN:

- Data will only be held by WREN if the individual does not object to its being held
- Data shall remain up to date, accurate and not kept longer than necessary
- Data will only be held if relevant for the purpose under which it was collected
- Data will be protected against unauthorised disclosure or damage

### 3.0 Sharing information

It is sometimes necessary for data received by WREN to be processed by another organisation, for example through our approved installer partnerships or project partners. In these instances WREN will ensure that those third parties have adequate security in place for the management of personal data.

3.1 Should WREN be asked by a partner or stakeholder to share personal data received/held by WREN, this will only be allowed if they have at least an equivalent data protection policy in place or they agree to be bound by WREN's policy, and the individual to which the data relates has agreed to that sharing.

### 4.0 Protecting Data

- All computer systems used to hold personal data will be password protected.
- All electronic or manual files containing personal data shall be kept in a secure place at all times.

### 5.0 Rights of Individuals

Where information is held on an individual they have the right to:

- know what information is held on them and from where that information was obtained
- know how their personal data is processed
- know who is processing their personal data
- be given a description of the personal data held, the purposed for which is being used and to whom the personal data is or will be disclosed
- demand that their personal data is not used for marketing.

## Appendix C WPD Data Protection 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.

## Appendix D Immersion heater timer



### Electronic 7 Series 3

#### Immersion Heater Control



The Horstmann Electronic 7 is the digital equivalent to the renowned Horstmann Economy 7 Quartz timer and is designed for use with Economy 7 and other more recent cheap rate tariff arrangements.

Where hot water is heated by off peak electricity it is important that the immersion heater controller offers ease of use coupled with the most efficient performance. This is where the Horstmann Electronic 7 Series 3 controller comes into its own.

- Compatible with most cheap rate or off peak tariff structures, the Electronic 7 is fully interchangeable with all past and present Horstmann Economy 7 controllers
- Built in clock – automatic Summer / Winter time change
- Up to three off peak settings per 24 hours
- Programmable and manual boost
- Programme security feature
- Suitable for use with single, dual or twin element immersion heaters



## Appendix E Load automation technology examples

### MiHO014 Inline Relay

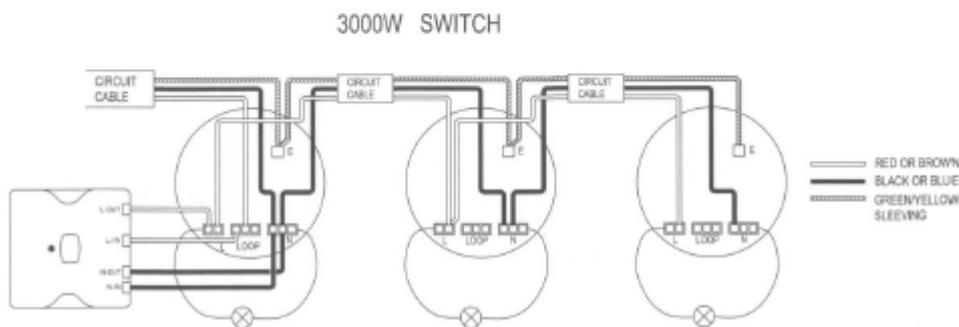
The In-line relay is a radio controlled switch for mains switching of lighting and appliances up to 3kW. The Live feed is switched to the load either via radio control or manually via the button on the housing. Compatible with Energenie hand controllers and the MijHome network. It is a receive-only device operating in the 433MHz band using OOK. It can be paired with suitable controlling devices using its learning feature.

#### Technical Specification

Radio Frequency:	433.82Mhz (ISIM band)
Data Protocol	Simplex one way, OOK (On Off Keying protocol)
Button	Single press - toggle socket power on/off Long press for 6 seconds: learning mode Long press > 6 seconds: factory reset
LED	Red = socket OFF, off = socket OFF learning mode (slow flash) factory reset (fast flash)
Rating	220 - 250V~ 50Hz, 13A, 3000W max. Switched Live
Receiving Range	Typ. 25 meters. in open area
Testing:	EN 60669-2-1, EN300220-2, EN301489-1, EN301489-3



#### Typical Installation



## MiHome Energenie MIH0005



### Technical Specification

#### Electrical

*Maximum load: 3000W  
Voltage range: 13A 230-250V 50Hz ac  
Plug and socket: BS5733 and BS1363  
Insulation: Class II*

#### Radio

*Transmission Frequency: 434.300 MHz  
Tx duty cycle: <10%  
Modulation: FSK, Manchester encoded  
Transmission Interval: 10s  
Protocol: OpenThings*

#### Environmental

*Operating temperature: 0°C to 40°C  
Storage temperature: -40°C to 85°C  
Location: Indoor use only*

#### Mechanical

*Plug adapter housing in UK format*

