

Operational Advisory Group (OAG)

17 January 2023 meeting

Minutes



Operational Advisory Group

Minutes of 17 January 2023 meeting

Attendees

OAG members and guests

- ◆ Noel Bradley (NBr)
- ◆ Pam Nash (PN)
- ◆ Tom Wells (TW)
- ◆ David Buchan (DB)
- ◆ David Moss (DM)
- ◆ Jeremy Lunn (JL)
- ◆ Daniel Proctor (DP)
- ◆ Deborah Bennet (DBe)
- ◆ Druga Gung (DG)
- ◆ Heather Lamb (HL)
- ◆ Mary Porter-Chorley (MP)
- ◆ Nick Butt (NB)
- ◆ Paul Baker (PB)
- ◆ Sian Forward (DF)
- ◆ Ashley Connors (AC)

MOSL

- ◆ Chris Dawson (CD) – chair
- ◆ Oli Robins (OR)
- ◆ Justice Osazee (JO)
- ◆ Monica Falasca (MF) – notes

Meeting notes

1 Welcome

CD welcomed members introduced the new phase of the programme and team structure, confirmed the agenda and cadence of the next meetings.

2 Changes made to H1 from last meeting

2.1 Changes to the code

CD spoke about the change from referring to allowances to referring to volumetric adjustment as this is a code defined term.

CD confirmed that, based on feedback from the previous meeting, the ‘general volumetric allowance’ was added to the code document and the process.

CD explained that an obligation was added for Wholesalers to raise process H1. And a new guidance was introduced to clarify that process C5 has to be used to remove a service component, excluding this from H1.

CD confirmed that it was clarified that the Wholesaler can proceed directly to complete the request if no changes are required from the Retailer's submission, similarly to C5 given the similarities of these processes.

CD proceeded to show the above in the OSD 0709.

CD explained that clause 2.1.4 was taken from the previous wording in the Operational Terms and asked the OAG members whether this was still needed or if it needed clarification.

OAG members discussed clause 2.1.4 interpreting that as an enabler for the Wholesaler to recover a debt, but considered that the addition of 'general volumetric allowance' to H1 should have covered those situations and ensure visibility of those cases which the OAG confirmed are unusual anyway.

CD confirmed that clause 2.1.5 places an obligation on the Wholesaler to raise a H1 as soon as it becomes aware of any changes to the market data set that requires a volumetric adjustment.

Outcome: The OAG agreed to remove 2.1.4 considering that 2.1.5 covered all scenarios.

Members discussed the process being raised by Retailer and Wholesaler, it was clarified that it can be raised by both. Following OAG discussion, CD asked whether the process should specifically refer to 'wholesaler's assets' noting that this would reduce the occasions when the Wholesaler can raise the process.

Outcome: An OAG members suggested the approach of 'example but not limited to' and CD agreed. The OAG agreed to not restrict the process to 'wholesaler's assets' in the interest of customers.

CD mentioned section 2.2.5 where the volumetric adjustment customer form is called out, which would be reviewed later on after looking at the form with the OAG, and clause 2.2.3 clarifying the different options available to Wholesaler when the request ended up as 'outcome not agreed'.

2.2 Changes to process

CD recapped the changes to the H1 process including the data items and transactions, also to align with the above changes to the code.

DM queried whether Wholesalers should be allowed to move the H1 they raise straight to completed as they can with C5, CD explained that the functionality is the same but the Wholesaler should engage with the Retailer when raising an H1 and propose an outcome. CD showed OSD 0709 and clause 2.2.25 which requires the Wholesaler to notify the outcome whether the request is raised by the Retailer or the Wholesaler.

OAG discussed whether this should be part of a good practice guidance as well.

2.3 Changes not made to H1

CD confirmed what elements were not changed, such as the T226.W (Propose Outcome) transaction which will not be made more bespoke to the process.

3 Review of Volumetric Allowance Customer application form

CD shared the Volumetric Allowance Customer Application Form, proposing that rather than changing the form significantly from what previously agreed, the way it's used will change. CD confirmed that although the form is not code mandated, it contains most of the data items required for the Service Request.

DM asked if the section filled in the form by the customer would be required as data items in the LVI and therefore duplicated, CD confirmed that would be the case as the form was not mandatory but a guide on the information that the customer should provide.

4 SLAs on customer form and customer form being mandatory

The OAG discussed about the duplication of data items and information requested within the customer form, and the potential for misalignment between information provided by the customer and the Retailer as well as which one should be prioritised when the error is material rather than a simple typo. The OAG concluded that in a normal scenario the Retailer and customer would have discussed and agreed what needed to be requested. DM raised the concern that the Request could get rejected due to misalignments with the customer form, which would negatively impact Retailers so was of the opinion that the customer form should not be a cause for rejections. CD commented that data items are mandatory within the transaction, while the customer form is not and if there are misalignments the 'Request additional info' process can be triggered to resolve them.

AS added that the customer form could be an unnecessary additional step considering that the Retailer then needs to fill in the same information in the LVI, adding that a potential mitigation would be to have a tick box where the Retailer can confirm if the customer form is provided and which would make the mandatory data items no longer required.

NB added that anything that is reportable should be in the hub. CD commented that the validation of a customer form would be different than the validation on the transaction, so this could cause more rejections.

OR asked the OAG views on whether the customer form should be optional and invited the group to discuss the SLA impact if the form was to be made mandatory. CD confirmed that the current process makes the customer form optional which has removed the SLA associated with it.

NB commented that the form could be made mandatory in those circumstances where there was a customer contact.

CD compared with the Trade Effluent customer form, where the OAG decided beforehand to exclude as many mandatory data items as possible which was not the same approach taken for

the Volumetric Allowance form. CD proposed to add some wording to the code that would make the form mandatory to attach if provided, asking the OAG whether this would be enforceable in practice. DM stated that normally when they receive a customer form they work with the customer if anything needs amending so would agree with the additional wording proposed by CD but also with AS suggestion to use a tick-box to confirm whether a form was provided or if data items within the transaction should be required.

Action 1: CD agreed to check whether a tick-box to make data items non-mandatory when a customer form is attached would be feasible.

NB added that if the problem with the additional wording proposed by CD was how to enforce attaching the form, this should be discussed between Trading Parties.

Outcome: The OAG agreed with the additional wording proposed by CD.

Action 2: add wording to clarify that the customer form is mandatory as an attachment when provided.

CD shared the new section 8 of the customer form with the group, explaining that it was a small addition to account for the new type of volumetric adjustment that was added and asked the OAG for any feedback by the end of the week. No questions were raised from OAG in the meeting.

5 AOB

CD mentioned a question previously raised via email by a member about C2 where the 'other wholesaler' does not need to raise the request asking whether this should apply to H1 too. CD reminded the OAG that the rationale behind the C2 was practical and relating to SLAs and asked OAG's opinions.

CD also asked DM to raise his question previously emailed to MOSL, so DM raised that there are cases where multiple SPIDs are associated to single co-located premises and queried whether this could be taken into account for process C5 so that one process is triggered at once making sure that all those SPIDs have the same 'effective from date' and to resolve with just one site visit, making the process more efficient.

NBr highlighted that for C2 the 'other wholesaler' has an option rather than an obligation to raise a request.

CD agreed with NBr and asked DM to expand on his proposed approach to handling multiple SPIDs requests and if it would be a bulk submission. DM said that the bulk submission would be comparable to a workaround but still not efficient, while process C5 should be treated differently. CD asked if this was an MVI solution for C5. DM added that it could be a single data item that states the number of SPIDs that are impacted as a result of a single SPID change, so when doing the site visit all impacted SPIDs could be deregistered in one go.

Action 3: CD to check whether a tick-box can be added as a data item to advise the number of SPIDs impacted by changes requested to a single SPID (for co-located premises for example).

An OAG member stated that their workaround is to trigger the request for one SPID and then work with the contract managers to ensure that all other SPIDs are also accounted for, acknowledging this might not be the correct process but adding that it's a rare scenario.

CD asked if the bulk submission process needed to be reviewed and if more flexibility should be allowed to facilitate the handling of C5 for multiple SPIDs. OR and two OAG members agreed there was scope for this review also considering that other processes may benefit from a solution to add multiple SPIDs at co-located premises.

Action 4: CD asked the other OAG members to check with their teams and come back with their feedback on whether the bulk submission process needed to be reviewed to allow more flexibility for co-located premises.

CD asked the OAG's opinion on whether the codes needed to be clearer on the process required for Wholesalers to update their own data items, and when these should be considered a bilateral request based on the impact on customers and/or settlement.

DG added that another point of clarification would be around the scenario when a Wholesaler closes a request by mistake, in which case it should be allowed to re-raise it. TM said that in these cases the Retailer would have the option to resubmit the request before the time-out kicks in. CD confirmed that in this case the issue would be that the request can only be resubmitted by the Retailer, but a possible workaround would be for the Wholesaler to submit a related ORID. Another OAG member confirmed that for requests closed by mistake they would proactively re-raise them also to keep track of it.

SF said that with B5, if they go back to the Retailer the Request may time-out so they have to re-raise it as the Wholesaler can't re-open a closed request. SF was of the opinion that anything that impacts the customer or settlement should be raised as a bilateral request, in response to CD's question.

CD mentioned that the same question will apply for process C7 and SF commented that could be an example of changes that don't have a customer impact, such as UPRN and VOA so the C7 should not always need to be a bilateral transaction. SF also raised that there could be issues when a site visit is needed as that would need to be raised as a bilateral. CD therefore questioned if changes to the address also always require bilateral transactions given that is necessary to arrange site visits. Two OAG members discussed that C7 only should not be considered bilateral for changes of address, seeing C1 as a workaround if a site visit was needed. DM noted that this approach may affect the SLA of other processes if the premises information is incorrect or incomplete, and this could cause an indirect customer impact that needs to be considered alongside the direct impacts, as well as the impact on the Wholesaler in terms of workload.

CD recapped that the preferred approach could be to differentiate between simple updates and those that follow a site visit. NBr added that the codes should clarify this in every process like it does for F4 and F5 processes. DM said that most processes start with ‘when a trading party identifies the issue’ which may cause this confusion as to when the bilateral transaction is required, and was supportive of adding some general rules to guide trading parties raising a bilateral transaction whenever there would be a customer impact, also reviewed and adapted to the specific processes.

Action 5: CD agreed to develop and propose a set of general rules that can cover these scenarios.

DM raised that some clarification could be needed in relation to the timings of any follow on work required, adding that a solution could be introducing a definition for priority work to identify steps that are required before other processes can be triggered as he’s observed some blockers due to different departments handling priority work at Wholesalers. DM suggested that an ‘if scenario’ is added to the code, so that the work is prioritised to avoid or minimise the customer impact if more than one action needs to happen.

Outcome: The OAG members discussed that having to raise different processes on the back of the investigation could cause inefficiencies and impact the customer, so the Trading Parties’ approach to follow on work should be discussed in more length and standardised in the codes.

Action 6: add agenda item to review Trading Parties’ approach to follow on work and try to standardise.

SF raised that they’ve observed issues when raising requests for gap sites when the SPID has not yet a status of ‘partial’ adding that updating the data after the event would result in the gap site identification date being outside of the SLA, also due to having to wait that the Bilateral Hub refreshes with CMOS data the next day. NBr confirmed that although they did not experience this issue, this was identified as a risk and would support a workaround for these situations.

Action 7: CD agreed to review the provisions around being able to raise an ORID only when the SPID has at least a status of ‘partial’.

CD confirmed that all documents would be circulated to the OAG members following the meeting and asking for any feedback by the end of the week, to allow CAG to review the codes in light of the OAG feedback.

CD confirmed the next meeting details and closed the meeting.

6 ACTIONS

- 1) CD agreed to check whether a tick-box to make data items non-mandatory when a customer form is attached would be feasible.
- 2) add wording to clarify that the customer form is mandatory as an attachment when provided.
- 3) CD to check whether a tick-box can be added as a data item to advise the number of SPIDs impacted by changes requested to a single SPID (for co-located premises for example).
- 4) OAG members to check with their teams and come back with their feedback on whether the bulk submission process needed to be reviewed to allow more flexibility for co-located premises.
- 5) CD agreed to develop and propose a set of general rules that can cover scenarios where bilateral transactions are required or not depending on customer impacts and impacts on the Wholesalers' workload.
- 6) add agenda item to review Trading Parties' approach to follow on work and try to standardise.
- 7) CD agreed to review the provisions around being able to raise an ORID only when the SPID has at least a status of 'partial'.