

## TDC Meeting 02 - Minutes

12<sup>th</sup> July 2017 | 10:30 – 11:30 | Teleconference

Status of the minutes: Final

### MEMBERS PRESENT

Name	Role
Elsa Wye	Chair
Julian Tranter	Committee Member (Wholesaler)
Martin Mavin	Committee Member (Wholesaler)
Jesse Wright	Committee Alternate Member (Wholesaler)
Tim Orange	Committee Member (Wholesaler)
Cleo Acraman	Committee Member (Associated Retailer)
Richard Barton	Committee Alternate Member (Associated Retailer)
Colleen John	Committee Member (Associated Retailer)
Neil Pendle	Committee Member (Unassociated Retailer)
Abu Rashid	MOSL (Secretary)
Lewis Jones	MOSL (Presenter)

### APOLOGIES

Name	Role
Rupert Redesdale	Committee Member (Unassociated Retailer)
Jo Dando	Committee Member (Associated Retailer)
Nii Chong	PwC (Observer)
Dan Mason	Ofwat (Observer)

## OPEN SESSION

### 1. Updates on Actions

#### **PURPOSE: FOR INFORMATION**

MOSL presented updates on 6 actions that were raised by members at the first Trading Disputes Committee (TDC) meeting held on 7<sup>th</sup> June 2017.

#### **ACTION 01\_01      Reviewing the TDC Terms of Reference (ToR)**

1.1 MOSL proposed that Section 9 of the Terms of Reference, Conflict of Interest, is expanded to include point (d):

*d) The TDC Member has any other potential interests which may conflict with their TDC duties.*

1.2 MOSL also stated that any changes to the ToR would need to be approved by the Panel.

1.3 TDC members indicated broad support for this addition to the Conflict of Interest section.

#### **ACTION 01\_02      Delaying Payment of Outstanding Primary Charges**

1.4 MOSL stated that from section 9.7.2 of the Business Terms, an inference can be made that disputed aspects of primary charges can be withheld, so long as the disputes process has been initiated.

1.5 A TDC member questioned whether parties would be able to withhold payment of monies by stating that they had sent a query regarding the primary charges to MOSL.

1.6 Members discussed the Trading Disputes process and raised concerns that there may be a lack of clarity in the process, specifically in relation to when a query from a party transitions to a raised Trading Dispute.

1.7 The Chair mentioned that, if it was seen necessary, a change could be brought forward to provide additional clarity to the disputes process. In the meantime, the TDC will continue to monitor the appropriateness of the wording in the codes regarding 'queries' and 'disputes'.

#### **ACTION 01\_03      Code of Conduct on MOSL's Website**

1.8 MOSL stated that that additions have been made on its website regarding the MOSL's code of conduct, its communication policies and how MOSL will act in its case management role.

1.9 MOSL also mentioned that contacting the TDC secretariat regarding disputes, rather than individual TDC members, was explicitly stated on its website, in order to maintain the independence of committee members.

1.10 The TDC indicated broad support for the addition of these statements on MOSL's website.

#### **ACTION 01\_04      Pre-April 1st Data Items**

1.11 MOSL clarified that Trading Disputes that refer to incorrect Data Items prior to market Go-Live are within the remit of the TDC, so long as the Data Items have an effect on primary charges.

1.12 MOSL further clarified that Trading Disputes must be for periods from market Go-Live onwards and any references to pre Go-Live were in relation to Data Items only.

1.13 Members raised the point that this may not be clear when interpreting the codes and requested that MOSL include a statement on its website clarifying this situation.

#### ACTION 01\_05 Arbitration Invocation

- 1.14 MOSL stated that parties cannot submit Trading Disputes for arbitration prior to raising the Trading Dispute with the TDC, as this is clearly outlined in Schedule 9 of the Market Arrangements Code, 1.3.2 (b).
- 1.15 There were no further comments from TDC members.

#### ACTION 01\_08 Incorrect Data Items prior to Transfer

- 1.16 MOSL stated that, as per sections 1.1.1 and 2.1.1 of *CSD 0105 - Error Rectification and Retrospective Amendments*, Data Owners remain responsible for all aspects of data accuracy and maintenance, including the identification of issues. There is no formal obligation in the codes for another party to highlight their incorrect data; however, the party may do so at their own prerogative.
- 1.17 A TDC member stated that parties would seek to raise Trading Disputes (if all other avenues of resolution were exhausted) about Data Items that caused them incorrect primary charges, but it was not practical to oblige Trading Parties to disclose information about another party's incorrect data.
- 1.18 The TDC discussed data responsibility, and noted that in the normal Transfer process of Supply Points, responsibility of the quality of the data from that moment onwards lies with the new Retailer. It was noted that an exception to this would be for historical data items such as meter readings, i.e. the new Retailer only has the rights to amend Supply Point data through transactions from the Registration Start Date of the Transfer.
- 1.19 A member stated that when a dispute does arise, there may be a distinction between responsibility and liability. The TDC committed to considering this when reviewing trading disputes.
- 1.20 Members discussed the scenario of when a Trading Party exits the market and its entire portfolio of Supply Points are transferred in volume (i.e. the entire history of the Supply Points are transferred) to another party. It was mentioned that in these cases, both responsibility and liability of the Supply Points are transferred through. The details would be part of the bilateral agreement between the 2 parties and is not covered in the market codes; therefore, it is also not in the scope of the TDC.
- 1.21 The committee suggested that MOSL create a statement regarding the remit of the TDC in relation to cases where a Trading Party has exited the market and its Supply Points have been transferred to another party. This would provide additional clarity in the Trading Disputes process, but members mentioned that the statement would require careful wording so as not to fetter the capability of the TDC to resolve disputes.

The TDC:

- **NOTED** the updates to the actions points previously raised;
- **OPENED** an action for MOSL to include a statement on its website on the TDC page, clarifying that while Trading Disputes must be for periods from market Go-Live, Data Items which refer to periods before Go-Live that affect primary charges after Go-Live are also within the scope and remit of the TDC;

**ACTION 02\_01**

- **OPENED** an action for MOSL to draft a statement regarding retail exit, specifically providing clarification that the scope of the TDC does not include situations where a Supply Point (with its entire history) is transferred from an exiting Retailer to another Trading Party; and

**ACTION 02\_02**

- **REQUESTED** that the distinction between ‘query’ and ‘dispute’ be considered and reviewed if appropriate at future TDC meetings, particularly if payments are withheld by Retailers.

## 2. Any Other Business

- 2.1. The Chair stated that the Headline report provided a quick update of points discussed at the meeting and requested members to review minutes of meetings held in the future, with comments being sent to MOSL. An indication of agreement would be welcome, but no comments sent in would indicate agreement with the contents of the reports.
- 2.2. The next scheduled TDC meeting is 16<sup>th</sup> August 2017. The TDC secretary will inform members of the planned proceedings for the meeting with communication of any published papers at least 5 Working Days prior to the meeting.

There was no further business and the Chair closed the meeting.