B2B Procedures

- Service Orders
- Customer and Site Details
- Meter Data
- One Way Notification
- RoLR Part B

Retail Electricity Market Procedures – Glossary and Framework.

CONSULTATION

CONSULTATION PARTICIPANT RESPONSE TEMPLATE –

Participant: *United Energy*

Completion Date: *1 December 2016*

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1. Service Orders

Old Clause No	New Clause No	Comments
	Contents	**Requires Tables to be added to contents**
	1.3.2	This section defines Terminology that should perhaps be in the glossary.
1.8.3		Is there a reason why Business Documents section needs to be removed? Its purpose is to state and summarise the transaction formats for the document?
1.4		Why has the scope of the document been removed? Shouldn't it be retained? Where else is this information contained?
1.5 (a)		AseXML Clause a) A Participant must use the agreed industry standard of aseXML messaging to deliver Transactions in accordance with this Procedure. *Has this been removed temporarily until the new B2B Solution has been defined?* *We would like to see this section included again once the final solution is resolved. If the use of B2B is optional, then potentially this can state the default industry standard messaging mechanism or otherwise agreed mechanism. The clause must be re-inserted and is the default until the two parties agree an alternative format. However the notified parties must still be able to receive the notifications in the standard aseXML format.*

Old Clause No	New Clause No	Comments
1.8.4		Is there a reason why Business Signals section has been removed?
	2.1	Appointments & temporary isolation: If the LNSP is required to attend to isolate supply (disconnect) prior to commencement of metering works, and is then required to return later (either on the same day or a later date) to re-energise a site does this constitute 1 SO request to the LNSP or 2? UE recommend that the procedures state clearly that if the Temporary isolation is achieved in 1 day then only 1 service order is required. However if it extends beyond one business day then the site must be De-energised in the marker and a 2nd service order raised to re-energise it.
	2.1 (b)	• This clause implies the ongoing and continued use of the "Blank" sub type – However in some cases such as Metering Service Works Type – A blank subtype is nonsensical. What would be the "Normal practice" if no subtype is given? This clause will need to be re-written to refer only to the Service Order Types where "the Service Providers Normal practice" has some meaning.
	2.1 – Process Overview - Table 1	• Clean up of SO Table required with clearer definitions and structure of Metering Service Works. As an example – Metering Service Works has a row of its own with a generic description, but Supply Service Works does not. This should be made more consistent. • All of the transactions listed in this table must include definition of who the initiator and recipient are in each request as they relate to regulated

Old Clause No	New Clause No	Comments
		businesses (FRMP & LNSP), as depicted in the Supply Service Works subtypes which define the DNSP as the party which receives and actions these requests. Requires more information about who to send what SO to and in what circumstances. Re-energisation, for example, may need to go to the DNSP for a fuse install (whether or not they are the MC), but to the MDP for a remote re-en where the DNSP is not the MC. • Each subtype needs a clear explanation of its intended use, and the circumstances which it applies. • E.g. for non-Remote Disconnection the request must be initiated by the FRMP and issued to the DNSP to complete. • For a Remote Disconnection, this should either go to the Competitive MPB OR the LNSP where the LNSP is the current MC/MPB. • Supply Service Works Sub –types in Table 1 are not consistent with De-en Subtypes in Fig 11 Section 4.1 • De-en Sub types in Table 1 are not consistent with De-en Subtypes in Fig 11 Section 4.1 • Metering Service Works Sub types in Table 1 are not consistent with De-en Subtypes in Fig 11 Section 4.1 • Make it clear that the option of “Recipient Discretion” is only available

Old Clause No	New Clause No	Comments
		when agreed between the parties and applicable within a Jurisdiction • SupplyServiceWorks_TariffChange : Needs a note in the description to say that if this type/subtype must only be used where just the tariff is to change. Where the meter is required to be reconfigured, a MeteringServiceWorks>MeterReconfiguration SO should be raised
	2.1.1 Figure 1	• For consistency, it would be easier for Service Order copies to be defined as another type of One Way Notification e.g. a new business message type. This would allow for AEMO and all participants to build for a standard approach which encompasses the objectives for both the SO Copy (Notification) and the newly defined One Way Notifications. • If copies of messages to notified parties are implemented as One way Notifications – then this procedure and the One-Way-Notification procedure need to reference each other so that participants who are implementing service orders, understand that they also have a requirement to implement the associated One-way notifications in a way consistent with the Service Order process (unless they choose to do this via the Hub) • Can AEMO please clarify what is the maximum number of Notified Parties which can be specified? It is critical for all participants to understand this as it has implications for solution design and implementation. Would 4 be a reasonable maximum?

Old Clause No	New Clause No	Comments
	2.1.1 Appointment Notification – Figure 2	The "Appointment Notification" figure has been given no context and there is no description of how this should be used. We understand this previously referred to South Australian obligations. If it has ongoing use in future then its use and purpose should be clarified. Otherwise it should be deleted.
	2.1.2 General Principles	A new section should be created to describe the treatment of Notified parties: eg. How many notified parties will exist in the request? The procedure should note the following: • Need to describe the form of transaction that the Notified Party receives i.e. One Way Notifications or some other type of transaction. • Needs to describe in the text what transactions that the Notified Party will receive for each stage of the overall service order process. (Eg Service Order, Rejection, Service Order Cancellation, Service Order response) • Explain that there can be up to four parties to the Service Order: Notified parties could include: LNSP, MDP, MPB and MC. • The procedures need to make it clear which notified parties are mandatory for the initiator to include and which notified parties are optional. (eg DNSP should be mandatory for all Service Orders directed to an external MP) • The procedures should make it clear that the Initiator MUST NOT include the recipient of a transaction in the Notified party list as well. (i.e. don't

Old Clause No	New Clause No	Comments
		duplicate). • The procedures must explain under what circumstances that a Notified Party can reject a "Service Order copy" or a "Business Reject" or a "Service Order Closure" • The procedures must explain to which party a rejected Notified Party transaction is sent (is it just to the Initiator? – What about if a Service Order response is rejected? Does that also go to the initiator or to the Recipient?) • The procedures must explain what the party who receives a rejection from a Notified Party must do with that rejection. • The procedure must explain what a Notified party should do if it believes that it has NOT RECEIVED a service order copy or other transaction that it expects to receive.
	2.1.2 General principles (d)	This clause, requiring Initiator to send to the DNSP if DNSP is the MC, will create operational problems for industry. It will be too error-prone for Retailers to perform the correct lookup to identify if the DNSP is the MP, MC etc. This clause should be deleted. DNSPs should receive future MP transactions as the MP role – not the DSNP role. Additionally the clause as stated does not acknowledge that often it's the prospective MP who needs the SO, rather than the Current MP. The clause does not recognise this distinction.

Old Clause No	New Clause No	Comments
	2.1.2 General principles (e)	The clause uses “Retailer” when it means “Initiator”. Change “Retailer” to “Initiator”
	2.1.2 General principles (f)	The clause uses “Retailer” when it means “Initiator”. Change “Retailer” to “Initiator”
	2.1.2 General principles (h)	Clause h) the text “The Service Provider must use reasonable endeavours to meet the original Timing Requirement for the completion of requested work that was inappropriately rejected.” has been removed. This should be re-inserted because it will encourage rejection as a means of avoiding obligations. Not a behaviour that the industry should be encouraging.
	2.1.2 General principles (j)	Clause j) the new wording reads: “The Service Provider/Recipient must send a ServiceOrderResponse with details of the status of the requested work”, but does not explain when this needs to be sent unlike the previous procedures. Also because the Completion of Work may now be considered to be a trigger for subsequent work (e.g. a New Connection), it is critical that the delivery of this response is timely. *UE Suggest the wording is amended to explain when this needs to be sent, e.g. “The Service Provider Recipient must send a ServiceOrderResponse (see Section 4.2) to the Initiator with details of the status of the requested work upon the successful, or unsuccessful, completion of the work, and must send the Service Order Response by the Close of Business of the next business day after the work is*

Old Clause No	New Clause No	Comments
		completed or deemed not completed.”.
	2.1.2 General principles (k)	Clause (k) & (l). Throughout the document the defined term BusinessAcceptance/Rejection is followed by the word ‘transaction’ indicating acceptance. Suggest making this consistent. Also, the term BusinessAcceptance/Rejection is underlined in some areas, but not consistently. Does the underline have any meaning, and can it be updated to be consistent throughout the document? Clause k), ii. Typo – ‘completd’ needs to be updated to ‘completed’.
	2.1.2(p) General Principles	Make it clear what the transaction is that will be received by the Notified Party. What is a “Service order copy?” Is it a one way notification?
	2.1.2 General principles (l)	In the old procedures (2.1.2 (n)) it states that the Service Order Initiator (Currently Retailer) must issue a BusinessReceipt transaction upon receipt of a Service Order Response, followed by a BusinessAcceptance/Rejection transaction. This is also what is shown in Figure 1. However the new text does not mention sending the Business Receipt. Suggest that the new text makes it clear that the Initiator also sends a Business Receipt.

Old Clause No	New Clause No	Comments
	2.2. (d) Acknowledging Receipt…	Update reference
	2.2. (f) Acknowledging Receipt…	The proposed action type of "Resend" is not justified (for any Txn). It requires rework of the current procedures for no added value. If a request fails to be received by the recipient, sending it again as "New" has the same effect. If it has already been received (and msg or txn acked), then the new SO Txn with actiontype "Resend" would be rejected anyway as it was already received.
	2.5 (a)	Clause a) states *" The obligations under this clause do not apply to non-regulated businesses"* Can the procedures explain why this clause exists? Why doesn't this apply to unregulated business? Surely the industry needs to maintain some minimum service levels?
2.9		Why has the **Delivery Priorities** section been removed? This is now only referenced at a summary level in the Special Instructions field in the SO Request Fields table. There is no further explanation anywhere about when the delivery priority in the Message header can/ should be marked as High. This is surely still important from 1 December 2017 so Recipients can determine a High Priority request for coordination of Service Providers. UE recommend putting this back in so it is clear to participants.

Old Clause No	New Clause No	Comments
	2.9(c) Cancelling a ServiceOrderRequest	The text stating *'unless otherwise agreed with the Recipient.'* does not take into consideration that the Notified Party will also need to receive Notification of the Cancellation. How will the Notified Party be informed of the changed situation?
	2.10 Updating a ServiceOrderRequest (b)	Clause (b) allows for an off-market change to service orders. However this approach does not take into consideration the Notified Party. How will notified parties come to know about such off-market updates? This clause should be deleted – all Service order changes should now be on-market
	2.11 and 2.12 2.11 Resending a ServiceOrderRequest	The procedure needs to be specific as to how the Recipient will inform the Initiator that the request or response has not been received. Is this via email or phone? In the case of a Notified Party not receiving their Notification the procedure must make it clear that the Service Order must NOT be sent again to ALL parties. It should be sent ONLY to the party that requires it to be sent again. As mentioned earlier)It does not make sense that a new Action type "resend" transaction should be used, it will not work with the same Retailer SO ID. The resend option is not necessary, if the recipient has not received it simply send an Action Type 'New'. Other parties will simply reject if they have received the Order. For Service Order Closure responses it should be resent with Action Type 'Closure'. Recommendation is to remove 'Resend' Action type.

Old Clause No	New Clause No	Comments
	2.12 Resending a ServiceOrderResponse	• This clause need to be clear that the Recipient of the 0riginal Service Order has no responsibility to Re-send Service Order Response Notifications to Notified Parties if the Notified Party does not receive it. This is because there must not be an implied obligation on the Recipient to manage communications with the Notified Party. The only participant with a relationship with the Notified party is the Initiator. Therefore the responsibility to supply the Notified party with any re-sent Service Order Response belongs solely with the Initiator, who will need to be able to send the Notification directly or can trigger it to be sent via the Hub. • If the receiver of a Service order response (i.e. the Initiator of the original service order) does not receive the service order response, they can request that it be sent again by the service provider (i.e. the Receiver of the Original Service Order) - [There is NO NEED to identify it with an action type of "Resend" - Remove Action type "Resend" from the clause.]
	2.13 Service Paperwork (b)	Insert 4th 5th and 6th points to bring it in line with the actual fields in the service order : (iv) Safety certificate Method Sent (v) MeteringSafetyCertificate ID (vi) Metering Safety Certificate Method sent
	2.13Service Paperwork (d)	This clause is too vague. "*Including information on an alternative agreed method"* is not specific enough, and the clause does not explain the use of the

Old Clause No	New Clause No	Comments
		"method sent" as it used to. Suggest re-write entire clause as follows "*Where Service paperwork is required, An Initiator must not raise A Service Order without providing the required paperwork, and providing the paperwork references in the Service order and indicating the 'method sent'.* *In those situations where it is agreed as part of normal practice between the Initiator and the Recipient that the paperwork will be left on-site, and will only be created after the service order has been issued, the Initiator must indicate in the Service order that the method sent is "On-site", and is not required to provide the paperwork reference number when left on-site"* *When the Initiator separately sends the paperwork to the recipient the following rules apply:* *i. For Faxing - the Service Order number is to be clearly displayed at the top right hand corner of the Service Paperwork* *ii. For emailing - the Service Order number is to be clearly displayed in the subject line of the email* *iii. For Online systems - as agreed by the users of the online system* *iv. When left 'On-Site' – the Service Order number is not required* *v. When provided directly to the Service Provider by a party other than the*

Old Clause No	New Clause No	Comments
		Retailer - the Service Order number is not required"
	2.13 Service paperwork (e)	Clause (e) If the initiator believes all required/available paperwork was provided as part of the Allocate NMI, can they provide the Allocate NMI Service Order as the reference for the Service Paperwork, or provide the same forms reference so it can be re-validated? In this instance, there would be an agreement between the Initiator and the Recipient for any outstanding paperwork (e.g. Metering CES Form in Victoria) to be left on-site.
	2.13 Service paperwork (h)	Service Paperwork Timing Points – Figure 3 is not readable.
	2.13 Table 2	Timing Point D: suggest including the sentence from the original timing table which describes the Warning that will be sent if the paperwork is missing. This is an important reminder from the Recipient to the Initiator. Timing Point E: Removal of the below text has made this timing point less clear. Current wording: explains that this is where the Recipient will send a Not Completed Response: "This is the timing point where, if the Service Provider has still not received the necessary Service Paperwork, then the Service Provider must provide a ServiceOrderResponse with ServiceOrderStatus of 'Not Completed' and an ExceptionCode of "Documentation Not Provided"." New wording: states "*Where, the Recipient has still not received the necessary*

Old Clause No	New Clause No	Comments
		Service Paperwork." This doesn't actually explain anything… Suggested resolution: including the explanation about this being the timing point where the Recipient will send the Not Completed response.
	2.13.1 Exception codes and Table3	This section is a Sub section of 2.3 Service paperwork – where it doesn't belong, Promote this section to a higher level. In Table 3, The explanation for non-completion of a de-energisation is not clear. Current Wording: Limited to a physical De-energisation ServiceOrderRequests with the status of 'Not Completed'. Is this implying that only a Physical Disconnection should not be completed because there is a re-energisation pending? Why should this not be applied to a Remote de-energisation as well…?
	2.13.2 Allocate NMI	This section is a Sub section of 2.3 Service paperwork – where it doesn't belong, Promote this section to a higher level. The procedure needs to be clear which paperwork is needed for an Allocate NMI. It should state that "at a Minimum the Allocate NMI requires the paperwork that describes the customers electrical installation, and therefore the FormReference and FormNumber fields must be completed"
	2.13.3 Re-Energisation	This section is a Sub section of 2.3 Service paperwork – where it doesn't belong,

Old Clause No	New Clause No	Comments
		Promote this section to a higher level. Please explain why the obligations do not apply to a non-regulated business.
	2.13.3(f) Re-Energisation	Last "the" in the sentence should be removed. **Incorrect reference – should be "2.13.3.b". Also, typo after this with "the"**
	2.13.3 (g)	There are no Re-En Service Order sub –types - therefore this clause is redundant suggest remove.
	2.13.3(h) Re-Energisation	Wording issue in the second sentence They it. **Type – remove either "They" or "It" from 2nd sentence.**
	2.13.3 (i) Re-Energisation	The reference to clause 2.10.1 is wrong. There is no 2.10.1. Where re-energisation is required after a lengthy period of de-energisation we suggest that the issue of safety before a re-energisation apply regardless of whether the LNSP is providing the service or a third party MP/MC is re-energising a site. As it is currently drafted it does not appear that safety laws and regulation in Victoria apply to third parties, we do not believe this is the case.
	2.13.4 De-energisation(c)	The clause needs to list each and every De-en sub-type and the reason codes and explain when they can and cannot be used.

Old Clause No	New Clause No	Comments
	2.13.4 De-energisation(d) (i)	This clause it not consistent with the use of the new “De-en Reason Code” This need to be re-drafted to refer to the Correct mix of Service Order Sub Type and De-energisation Reason. Incorrectly referenced with old terminology. “... (Non-payment)" are no longer valid sub types. This should now refer to the new field "De-EnergisationReason"
	2.13.6 Supply Abolishment	The list of clauses between 2.13.2 Allocate NMI and 2.13.6 Abolish does not cover all of the Service Order types. There are no clauses for the new Supply Service Works, Miscellaneous & Metering Works Service Orders in this section, whereas there are clauses for other service order types. Suggest these are included. Questions related to these service orders that should be addressed include: • Supply Works (Install) - The procedure needs to explain what a distributor should do when they receive a Supply Works Install Service Order from a different retailer than the one who raised the Allocate NMI? When can a distributor validly reject because the participant is not entitled to make the request? • Supply Works (Install) - Also need to explain what paperwork is required and if the paperwork references need to be supplied again if they were previously supplied in the Allocate NMI • Metering Works - Needs to explain that paperwork is not required for

Old Clause No	New Clause No	Comments
		metering Works
	2.13.7.1 Multiple SOs Figure 4	Figure 4 The table's columns and rows need to properly reflect the Service Order Types and Subtypes, or where applicable note that the column/row applies to all Sub-types (eg for a De-en). The table as it stands can result in confusion since some of the rows/columns are subtypes of Supply Works and Some of them subtypes of Metering Works**.**
	2.13.7.1 **Multiple SOs** Figure 4	Figure 4. The label '1-6' applying to the intersection of De-Energisations and Special Reads. It is not correct, and it is not shown as an available 1-6 scenarios in Figure 5. This field should instead be a '9'.
	2.13.7.4(c) Scenario Process Description – Scenario 8	Is it right to cancel the first Service Order that was received if an earlier one is received at a later date by another retailer?
	3.1 Timing Requirements	Figure 7 arrow direction for the Send BusinessReceipt on bottom left of diagram to be incorrect.
	3.3.3 Figure 10	**Meter Investigation**: The text implies that a DNSP in NSW can replace a defective meter if it is deemed to be failed. This is not correct **eter Service Works –** typo for the reference (should be 2.13) + reference in footer incorrectly repeated UE strongly recommend that each state regulator review these service levels and provide some level of endorsement that these service levels will be rescinded for

Old Clause No	New Clause No	Comments
		large customers and for small customers with a non DB meter. This endorsement of the commercial service model and the removal of existing jurisdictional regulation needs to be clear. If this is not practical then the B2B Procedures must reflect the jurisdictional regulations as they exist. An example from the metering code in Victoria, clause 5.1, is irrelevant of customer size and who provides the meter…. **a distributor, a retailer or a responsible person (whichever is responsible for providing the metering services) may at any time, and must within 15 business days of a request from a customer, customer's representative or a distributor (if it is not responsible for the metering services), test the metering equipment which has been installed to measure and record the amount of electricity supplied to an electrical installation of the customer to ascertain whether or not the metering equipment is defective.**
	4.1 Service Order Request Transaction Data Figure 11	The Supply Service Works columns should contain M/N for NMI and any other field which is not required for Allocate NMI. Alternatively, It would be cleaner for the Allocate NMI Request to have a separate column in this table as the requirements for these fields are substantially different (i.e. less information is required for an Allocate NMI). This would be cleaner than stating 'Not Required for Allocate NMI' under each field description.
	4.1 Service Order Request Transaction Data Figure 11	Fig 11. • Service Order Subtype

Old Clause No	New Clause No	Comments
		○ De-en methods are not consistent with the De-en methods in the B2B Guide section 5.1.3.2 ○ Supply Service Works Sub –types in Fig 11 are not consistent with De-en Subtypes in 2.1 table 1 ○ De-en Sub types in in Fig 11 are not consistent with De-en Subtypes in 2.1 table 1 ○ Metering Service Works Sub types in Fig 11 are not consistent with De-en Subtypes in 2.1 table **ServiceOrderSubTypes** (all) – there is different wording used between section 2.1 table 1 and those defined here. We believe it is good practice to ensure they align as there's less risk of participants building incorrect values into their systems, which this document is used for.
	4.1 Service Order Request Transaction Data Figure 11	**ServiceOrderID –** need to include text that explains that it is the "Initiator defined reference", as it did in the old version.
	4.1 Service Order Request Transaction Data Figure 11	**Notified PartyID: -** The use of M/N across the board is not correct. It should be N=Allocate NMI; Miscellaneous and Special Read and M for the rest. It is mandatory in Vic to have a certificate of electrical safety where a re-energisation is performed after a lengthy de-energisation period. The statement

Old Clause No	New Clause No	Comments
		referring to Victoria needs to be re-inserted. This should not be an optional or not required field.
	4.1 Service Order Request Transaction Data Figure 11	**De-EnergisationReason** – requires a format to be specified - This should be an enumerated field (i.e. a fixed list – free text not allowed) [Refer to current B2B Technical Guidelines section 3.7 for guidance on enumerated list] • Make it clear that the option of "Recipient Discretion" is only available when agreed between the parties and applicable within a Jurisdiction
	4.1 Service Order Request Transaction Data Figure 11	**ServiceTime –** add a note to say it's not required for subtype Allocate NMI
	4.1 Service Order Request Transaction Data Figure 11	**NMI –** make the value for Supply Service Works M/N because it includes Allocate NMI within it. (This is where a separate column for Allocate NMI is useful – because NMI it is mandatory for all other transactions)
	4.1 Service Order Request Transaction Data Figure 11	**ServiceOrderAddress –** make the value for SupplyService Works M/N
	4.1 Service Order Request Transaction Data Figure 11	**HazardDescription and AccessDetails –** add a note to say it's not required for subtype Allocate NMI
	4.1 Service Order Request Transaction Data Figure 11	**SafetyCertificateID –** add a note to say it's not required for Cancel ServiceOrderRequest – It is also not mandatory for Allocate NMI - and is M/N for

Old Clause No	New Clause No	Comments
		Supply Work request
	4.1 Service Order Request Transaction Data Figure 11	**MeteringSafetyCertificateID –** add a note to say it's not required for Cancel ServiceOrderRequest – It is also not Mandatory for Allocate NMI - and is M/N for Supply Work request
	4.1 Service Order Request Transaction Data Figure 11	**SafetyCertificateMethodSent** - There are two fields with the same name. That won't work. Needs a separate name - Call the second one *MeteringSafetyCertMethodSent*
	4.1 Service Order Request Transaction Data Figure 11	**ScheduledDate / AppointmentReference / CustomerrsPreferredDateAndTime –** add a note to say it's not required for subtype Allocate NMI
	4.1 Service Order Request Transaction Data Figure 11	Customer Type – Commercial – Large and Small Business. Please clarify whether the Commercial – Large adopts the NMI Large classification or the customer protections large classification? Ie above 160MWhp or above 40MWhpa in Victoria. There is no customertype definition in the Glossary, should there be?
4.1 Figure 17	4.1 Service Order Request Transaction Data Figure 11	**NMIStatusCode:** Was it left out of the new procedure on purpose, or just missed? Doesn't this have a valid use for a new Installation to nominate whether the NMI should be energised at the end of the job by the DB?
	4.1 Service Order Request Transaction Data	**REC-Name / REC-BusinessName / REC-Telephone / REC-ID / REC-AttendanceRequired –** add a note to say it's not required for subtype Allocate

Old Clause No	New Clause No	Comments
	Figure 11	NMI
	4.1 Service Order Request Transaction Data	**Co-ordinatingContactName**: The explanatory text for Co-ordinatingContactName and Co-OrdinatingContactTelephoneNumber should state that if ServiceOrderCo-Ordinator role is populated with YES then they are mandatory.
	4.2 Figure 12 ServiceOrderResponse Transaction Data	**ResponseType –** per comments above, response type of 'Resend' is not necessary and the Initiator would not have received it – so adds no value. If notified party doesn't receive then it must not be the Service provider's concern to deal with so they also won't re-send.
	4.2 Figure 12 ServiceOrderResponse Transaction Data	**ServiceOrderID –** need to add a comment that this must be the same value from the ServiceOrderRequest
	4.2 Figure 12 ServiceOrderResponse Transaction Data	**InitiatorID / RecipientID / RecipientContactName / RecipientContactTelephoneNumber / RecipientReference** – Are these the wrong way around given this is a SOResponse and the initiator of the response is the recipient of the request? As we have changed terminology from something concrete to something that can be interpreted differently, it is now important to get these right if validation is to be performed correctly. Suggest that the text for Initiator ID be clarified as follows: *The Participant id if the Initiator of the Original Service Order to which this document is in response to.* Suggest that the text for RecipientID be clarified as follows*: This is the*

Old Clause No	New Clause No	Comments
		Participant ID of the Service provider (DNSP, MP, MDP, and MC). This is the party providing the Service Order response
	4.2 Figure 12 ServiceOrderResponse Transaction Data	**ExceptionCode –** add reference to statement "*Refer for further details regarding this field.*" or remove it
	4.2 Figure 12 ServiceOrderResponse Transaction Data	**ProductCode1, ProductCode2, and ProductCode3**: Provision for only three product codes will become unnecessarily restrictive in the future. UE suggest this be expanded to 6.
	4.3 Service Order Appointment Notification	As per earlier comments, there is no context included to describe this transaction and its purpose. *Should it be removed?* Why has the ENM been omitted from these clauses? Are they considered as a B2B participant?
	4.4 Figure 14 Business Acceptance Rejection data	**KeyInfo –** needs more specific information about what the field should be. It should be the ServiceOrderNumber field value from the ServiceOrderRequest. This is going to be a critical field for tying together the Service order sequence to supply to Notified Parties.
	4.4 Figure 14 Business Acceptance Rejection data	**NMI - Consideration** should be given to creating a new NMI field in this document. This would be populated for all Rejected transaction when a NMI was supplied in the Service Order, and will allow Notified parties not to have to

Old Clause No	New Clause No	Comments
		maintain state.
	4.4.1 Figure 15 Business Event Codes	**ServiceOrderRequest - 1945 –** this code requires a Severity to be populated **ServiceOrderRequest – 1955 –** suggest adding a note to this to the effect "RetServiceOrder" has the same meaning as "ServiceOrderID" (leave the event code description the same so no re-work is required for existing participants).

2. CSDN

Old Clause No	New Clause No	Comments
	Contents (page 3)	For consistency with all procedures, add tables and figures to Table of contents
	1.1 Purpose and Scope	Change wording to make it readable per "…Distribution Code (VIC). These Laws…" -
	2.1 Process Diagrams	Figure 3 not readable.
	2.1 Process Diagrams	Figure 4. Timing point K is missing
	3.2 Other timing requirements (b) (i)	In Clause (b) it is stated that a CDN should be received within 1 business day of the completion of a transfer in MSATS. Clause c) then states that an LNSP must not request a CDR until 5 business days after the transfer completed. This period of time is too long, especially if a fault or issue is identified immediately following a transfer or new connection. There is no reason why the retailer should not have this information already captured, so the LNSP should have the ability to request this if required.

Old Clause No	New Clause No	Comments
	3.2(b) (ii) Other Timing Requirements	Why does the CDN need to wait for(C) the completion of the CATS create metering for a New Connection? Why does this document refer to the New Connection which is not to be used anymore?
	3.2 Other timing requirements	(c) And (d) The DNSP is mentioned in these clauses - Why does not apply to the MP or the ENM equally?
	4 Business Rules	**Need to make it clear here that "Retailer" refers only to the current FRMP (per 2.2.1 of the current procedure)**
	4.1.f Common Business Rules	**Typo – missing full stop after "…DNSP'sThe…"**
	4.2.a Customer Details Request	**(a)** Re-add the word "only" so this reads "A DNSP or MPB must only send a…" - without only, it implies it's mandatory to raise a CDR, which is not correct. "Only" has been removed from the current procedure. + Typo – remove "it" from "…when they it reasonably…"
	4.3.1.a Initiating a CDN	**(a)** Replace the word "a" with "the current" to ensure a CDN only comes from the current retailer.
	4.3.2 Footer of page 11 (reference to "2")	Update section reference

Old Clause No	New Clause No	Comments
	4.3.2 Life-support (a)	Clause a) why is it necessary to provide the site address? This is already clear through the establishment of the NMI in the market, and all relevant participants maintain this information. Is it just to enable a comparison and validation & does it need to be stored? UE suggest the B2B w/g consider whether this process in clause 4.3.2 needs to extend to the EENSP and the EENSP notification to parent FRMP so there is a clear industry process.
	4.3.2 Lifesupport (b) (iv) (A)	"Account Holder Name" is incorrect and does not match Table 3. It should instead be LifeSupportContact and the other life support contact details. **(b) Life Support - Reference "3" is missing from the footer of this page**
	4.3.2 Lifesupport (b) (iv) (B)	"Patient Name" is unnecessary to hold. LifesupportContact details is adequate. Holding *Patient Name* is an opportunity for a breach of confidential information
	4.4 (a)	By using the generic word "Participants" this clause implies that 3rd Party MPs must also participate in the Life-support process - Does this need an exclusion clause to indicate that 3rd party MPs participate on agreement?

Old Clause No	New Clause No	Comments
		The clause states '*regular basis as agreed between Participants'*. Then says: '*unless otherwise agreed by the affected Participants, the Timing Requirements …. Must be initiated and processed at least four times per year during January, April, July and October*. Suggest to reverse the order of the clause to state the timing requirements first, then state 'unless some other regular frequency is otherwise agreed'.
	4.4 (b)	Clause b) then seems to duplicate what is in Clause a).
	4.5 (c)	Change the words SiteDetailsRequest to SiteAccessRequest and SiteDetailsNotification to SiteAcessNotification
	4.4 (e)	Clause e) then also seemingly repeats the same thing as clause (b*).*
	4.4 (f)	Clause f) typo on second line – Recipient's should just be Recipient.
	4.6 Site Access Notification	***Restart sub-numbering*** ***4.6.e – typo on "Retailers", or remove "A"***
	4.6 (h)	Remove the statement *"The Recipient must provide a SiteDetailsNotification in response to a valid SiteAccessRequest."* This is already covered by 4.5(c) and is not relevant in this section.

Old Clause No	New Clause No	Comments
		Additionally the statement *"The DNSP and MPB can only use this transaction to obtain mass updates of information once the timing has been agreed with the relevant Retailer*." Appears to be in the wrong section - shouldn't it belong in section 4.5? If this is correctly located can you please define what a 'mass update' refers to? Can the Initiator request data for multiple sites?
	4.7	There is no section for "Pre-Installation Data Response" – if enough details are included in 4.7, change the heading to include the response (eg Pre-InstallationDatsRequest *and Response*)
	4.7.c Pre Installation Data Request	Update the reference – section 3.5 doesn't exist in this document
	5.1 Table 3 – Data Requirements for CDR	**Reason –** Text says "Error!Reference source not found" update or remove reference (in current version, the section referred to here has been removed) **Reason –** Allowed values and Notes – remove the value "Site Visit Required" – it makes no sense to be in this transaction
	5.2 Table 4	**OutageContactName:** The table reference is incorrect: CustomerName has been renamed OutageContactName, but the definition under BusinessName definition still states "Mandatory where the CustomerName is blank."

Old Clause No	New Clause No	Comments
	5.2 Table 4	The Definitions of AccountContactPostalAddress, SiteAddress & LSPostalAddress fields include a reference to AseXML, yet the clauses for use of AseXML have been removed in earlier sections of the document.
	5.2 Table 4	**SiteAdress:** The Life-support site address variable should have a different name to the normal "siteadress:" to clearly differentiate. What is the purpose of the SiteAddress field for Life Support equipment? Wouldn't it be within the premise (connection point) which already has an Address?
	5.2 Table 4	**LifeSupportEquipment;-** Should be a fixed enumerated list but with an additional option of 'Other'
	5.2 Table 4	**Patient Name**: There is no Need to include "Patient Name" as there is already Life support contact details. The inclusion of "Patient Name" goes against one of the B2B principles of confidentiality
	5.3 SiteAccessRequest	Missing table reference (should be "Table 5"
	5.4 SiteAccessNotification	Missing table reference (should be "Table 6"
	5.5 PreInstallationDataRequest Data Table 1.	**InitiatorID, InitiatorRole, RecipientID.** The first 3 field in this Table list :InitiatorID, InitiatorRole, RecipientID. are not used in the

Old Clause No	New Clause No	Comments
		Customer Details Request or Notification. This is not a consistent pattern - UE believe these fields should be in the transaction header and are therefore not necessary in the content as they appear here. **Incorrectly referenced as Table 1 – should be "Table 7"**
	5.6 Table 2 PreInstallationDataResponse Data	**Table name is incorrect. Incorrectly referenced as Table 2 – should be "Table 8"**
	5.6 PreInstallationDataResponse Data Table 2.	**InitiatorID, InitiatorRole, RecipientID,**: The first 3 field in this Table list :InitiatorID, InitiatorRole, RecipientID, are not used in the Customer Details Request or Notification - UE believe these fields should be in the transaction header and are therefore not necessary in the content Furthermore it is confusing how it is being referred to by "InitiatorID" and "RequestID" when it comes to the response - This must be fully clarified and explained if these fields are to remain. It could be the initiator is the initiator of the response, or the initiator of the request.
	5.6 PreInstallationDataResponse	**RequestID –** change the wording to be "The RequestID provided in the initiating request" – this is not a new reference. Does this

Old Clause No	New Clause No	Comments
	Data Table 2.	“request ID” field work as a useful field in the transaction body if Initiator and Recipient ID’s are eliminated as noted earlier -
	5.6 PreInstallationDataResponse Data Table 2.	**Meter Serial Number** and **Meter InstallCode:** It needs to be made clear that MeterSerialNumber and Meter install Code can be repeated if there are multiple meters. A better explanation of how the data is structured when there are Multiple meters is needed.
	5.6 PreInstallationDataResponse Data Table 2.	**Load Type:** The transaction appears to require to support multiple Load Type characteristics of multiple metered (e.g. General Supply & Generation) A better explanation of how the data is structured when there are Multiple meters is needed.
	5.6 PreInstallationDataResponse Data Table 2.	**CT Ratio: –** please provide a definition of this and other fields so it is clear what format the information needs to be provided in e.g. a CT Ratio may be represented as 10/100 or it can be represented as 10 depending on its purpose and use?
	5.6 PreInstallationDataResponse Data Table 2.	**Network tariff:** The structure of the content should be modified to make it clear that Network tariff is a repeatable field and relates on a one-to-one basis with each meter at the site.
	5.6 PreInstallationDataResponse Data Table 2.	**Energisation Status** – UE disagrees with the provision of this data in this transaction. This is available in MSATS and is not part of the “metering register” content that is the basis of this transaction.

Old Clause No	New Clause No	Comments
		If included. The representation of Energisation status as depicted is confusing. It should be the same as defined in MSATS ie (NMIStatus)
	5.6 PreInstallationDataResponse Data Table 2.	**Primary Voltage:** The permitted content is not consistent with the voltages actually used in the network. (eg Missing 240v). The list should be – 230V · 400V · 11KV · 22KV · 33KV · 66KV · 132KV
	5.6 PreInstallationDataResponse Data Table 2.	**Latitude/Longitude:** The explanatory text is redundant- anybody can look that up in google. It simply needs to state that it must be expressed as +/- Decimal degrees to 7 decimal places

Old Clause No	New Clause No	Comments
	5.7 Table 7 BusinessAcceptance/Rejection	Incorrectly labelled as Table 7 – should be “Table 9”
	5.7.1 Table 8 Business Events	Incorrectly labelled as Table 8 – should be “Table 10” Missing specific events for PreInstallationDataRequest (e.g. reject MPB request where they are not nominated in the new role”) and PreInstallatinoResponse

3. Meter Data

Old Clause No	New Clause No	Comments
1.4 Scope		Why was there a need to remove the scope statement from this procedure? Doesn't it make it less clear what the scope and use for the transactions in this procedure are for? Suggest adding back in.
1.5 aseXML		AseXML has been removed from the document, presumably as a temporary measure while the new B2B Technology Solution is defined. Please clarify that this will be updated with the confirmed technology approach once done.
	2.1 – Table 1	**Provide Meter Data –** can AEMO please explain more about the sentence "It is not to be used to request meter data under the Meter Data Provision Procedure"? Was there any need to reword the details in the current procedure?
	2.1 – Table 1	**Verify Meter Data**: states that "An Initiator can query MDFF data to ensure that the latest version is being queried." Suggest changing the last word here potentially to 'sent'. **Verify Meter Data** – the wording isn't very clear – consider re-using

Old Clause No	New Clause No	Comments
		existing working from the current procedure
	2.2.5 Meter Installation Inquiry Process	This requires another item to be added to the effect that a request will only be fulfilled if there is a contractual arrangement with the MP/DNSP for the service. It is not made clear in this procedure.
	2.2.6 Remove On Demand Meter Read Process	This requires another item to be added to the effect that a request will only be fulfilled if there is a contractual arrangement with the MP/DNSP for the service. It is not made clear in this procedure.
	2.3 Diagrams	Missing figure 3 diagram for PMD or VMD Process
	2.4.3 Timing Requirement for PMD, VMD (a)	Clause a) An Initiator must not issue a ProvideMeterDataRequest relating to a scheduled reading event until: (i) The Fourth Business Day following the read event for remotely read metering installations; It is unclear what the 'read event' actually corresponds to. Is it the day of consumption or the day all the readings were collected, validated and published? Can you please clarify? UE assumes this event relates to the act of obtaining the meter reads from the meter which in the case of type 4, Vic Ami etc is on a daily basis. Is this correct?
	2.5.4.1 Table 4 Investigation	Missing code "Recipient not responsible for the NMI" from the

Old Clause No	New Clause No	Comments
	Code Explanations	current procedure – needs to be here. Missing code “Require Latest Version” from the current procedure Notes for Footnote “3” not provided at bottom of page
	2.5.5.c Meter Installation Inquiry	Considering rewording this – a recipient will only send a response if they have accepted the request.
	2.5.6.c Remote On Demand Meter Read Request	A Meter Data Notification is possibly for some use-cases an unsuitable format for a response to a Remote On Demand Read. The NEM12 structure in a Meter data Notification is a fixed 48 interval format. However a fixed 48 interval format may be unsuitable in some instances (for example if the requester simply wants to obtain a small number of intervals to bring the data set up to data from the last remote read of the meter – [NB: Meter reads can be more frequently than daily]) UE recommend that the procedures do not specify the format of the returned structure and that this is left to bi-lateral negotiation, but that the procedure allow for differently structured payloads in the response)
	3.4 Meter Installation Inquiry Request data	The content of the Meter Installation Inquiry Request transaction does not cater for the potential different use cases that may relate

Old Clause No	New Clause No	Comments
		to this service. The content should allow for additional parameters in the request. For example: • From date • To date (If blank to current time) • Response Format (NEM12 , name-value-pairs) The description for *TradingInterval* field is not useful. Average Voltage over trading intervals is not a useful concept. Real-world use cases must be considered when defining these transactions. The *Special Notes Field* adds no value. This must be an automated function, and special notes require a human to read them – It should be removed
	3.5 Meter Installation Inquiry Response	**General:** UE is of the view that the Meter Installation Inquiry Response as it is defined is not a useful transaction as it is inflexible and other than the "status" field will not provide useful operational data to a Network business. A better approach would be to leave the format of the response undefined- and leave this to the market participants to individually negotiate, but that the procedure allow

Old Clause No	New Clause No	Comments
		for differently structured payloads in the response
	3.5 Table 9 MeterInstallationDataResponse data	**RequestID** – change the definition to read "The RequestID provided in the initiating request."
	3.5 Table 9 MeterInstallationDataResponse data	**Voltage, Current, Power,** The transaction as defined is not useful as a means of passing Voltage, Current, or Power to the requester. What is meant by these values? Is the requester meant to receive a single value? Or a series of values? When is the measurement taken? Over how long a period of time does the measurement represent? If it is a single value – what is it that is being measured? Instantaneous RMS voltage? What if the meter is three phase? Will the requester want to be receiving three individual line voltages and line currents? The transaction as defined is not specific enough to be useful. – UE recommends that no specific format be defined for the response – but that "an envelope" be defined that can contain any payload as contractually agreed between parties.
	3.5 Table 9 MeterInstallationDataResponse data	**Events:** The single "Events" field is not useful as a means of supplying event data. Event data needs an event code (Industry agreed number), Event description and timestamp. Furthermore there need to be a mechanisms to either nominate or limit the number of events returned as this is a limiting factor. The transaction as defined is not useful for delivering event data.

Old Clause No	New Clause No	Comments
	2.5.6.c Remote On Demand Meter Read Request	There is no description of the format and method of any Remote On Demand Meter Read Response. The B2B Guide (3.4.4) refers to the response being returned as "validated" and via a "Meter data Notification" – However this is not necessarily desirable as a validated MDN typically requires one day to complete its processing and also requires a full day of 48 reads. - For an on-demand request to be useful it must deliver immediately (i.e. unvalidated) and must not be restricted to just a 24 hour block of data. UE recommends that an On-Demand Response be defined in this procedure but with a flexible "envelope" for the response data that can be defined to contain any payload as contractually agreed between parties.
	3.6 Remote On-Demand Meter Read Request	The content of the On Demand Read Request transaction does not cater for the potential different use cases that may relate to OnDemand reads. The content should allow for additional parameters in the call. For example: • Validation required? Yes/No - Does the requester require the data to be validated? • From date (If blank to start of current day)

Old Clause No	New Clause No	Comments
		• To date (If blank to time of read) • Return only data since last read? (YES/NO) • Response Format (NEM12 , name-value-pairs) The *Special Notes* field adds no value. This must be an automated function, and special notes require a human to read them – It should be removed
	3.7 Table 11 Business Acceptance/Rejection Data	Update references to 2.2.2/2.2.3/2.2.4/2.2.5/2.2.6
	3.7 Table 12 BAR not accepted	**EventCode – update table reference to "Table 13, section 3.8"**
	3.8 Table 13 MD Process – Business event details	**Missing appropriate events for MeterInstallationInquiryResponse txn** Code 1934 – update references 1960 – incorrect reference – should be 2.5.1.d 1946 – incorrect reference – assume it should be 2.5.1.d 1963 (error line) – in the current procedure, this is for PMD (not

Old Clause No	New Clause No	Comments
		VMD). Is the new or current procedure incorrect? 1925 – incorrect reference (I assume refer to table 12 or all section 3.7)
	4	The format CSV has been removed throughout. Is this common standard being changed as part of the B2B technical solution? UE suggests that this procedure is updated once the technical solution is confirmed to clearly articulate the technical standards for notifications, as this is a critical input into the technical solution for all participants.

4. OWN

Old Clause No	New Clause No	Comments
NA	General Comment	The One Way notification procedures need to be expanded to include the description of use and the OWN messaged that are sent to the Notified Party as explained in the Service Order Procedures. The two documents need to reference each other. This needs to cater for the following Notifications: 1. Notification of the Original Service Order 2. Notification of either the cancellation or rejection of an original service order 3. Notification of the completion/close-out of a service order
	Contents	Tables have incorrectly been labelled as figures throughout the document
	1.2/1.3/1.4…	Header misalignment between 1.2 and 1.3, thus all other references for section 1…
	2.1(b) Message Types	Typo should be **The** following message types are associated with this overall Procedure:
	2.2(c)	Typo should be

Old Clause No	New Clause No	Comments
		The Recipient must send a *BusinessAcceptance/Rejection* to the **Initiator**.
	2.3.a Acknowledging OWN Txns	Remove the word "then" – doesn't make sense at the start of a section (noting it was reused from the current procedure that has had a section before it removed)
	2.3 Acknowledging One Way Notifications	**CSV content is limiting:** : UE is of the view that for OWNs with multiple records embedded in a CSV, that the method of acknowledging and responding to errors/ rejected rows in the CSV is clumsy and limiting and not consistent with the general operation of the B2B protocol at a transaction handling level.
	4 (a)	**Single CSV payload is limiting:** UE are of the view that the expanded use of CSV structure in the OWN transactions is becoming increasingly problematic for transactions with multiple records. The CSV structure is restrictive in the data that can be effectively carried, but also a CSV containing a list of NMIs cannot be easily be managed as a list of individual transactions that can be accepted/rejected in the standard way offered by the protocol. Instead a clumsy Reject method using a row number on the response is offered as the work-around. XML structures that can each be individually Tacked would be a better fit to the protocol. Some Suggested Solution Options: **Option1**: In order to have better clarity on each one way notification transaction, and be able to send a business accept/reject at a transaction

Old Clause No	New Clause No	Comments
		level, we could follow the existing B2B Service Order requests AseXML file pattern where we have one <Header> tag with fields FROM, TO, MESSAGEID, MESSAGEDATE, TRANSACTIOGROUP, PRIORITY, MARKET and the body with multiple transactions, one for each NMI. **Option2**: Keeping the same .CSV file format, have a message id at a file header level and then one transaction id at a row level for each NMI.
	4.1.3 Network Tariff Notification	**Column 12 REASONFORCHANGE**: should be an enumerated field. There is no reason to have Free Text - Use "Other" if nothing else works
	4.1.3 Network Tariff Notification	**Figure 5 - Column7 METERID –** are the details for this field correct? The corresponding field used for PMDR for example is "METERSERIAL" and has a value of VARCHAR(12)
	4.1.4 Planned Interruption Notification	**Column 11 REASONFORINTER**: should be an enumerated field, should not allow free text.
	4.1.4 Planned Interruption Notification	Reference should be made to the timing obligations defined in the NERR 99A regarding issuing of the PIN within the same time period as the Retailer is required to notify the customer
	4.1.4 Figure 6 Planned Interruption Notification field values	Incorrect values used in the example csv record per the below highlights: In the header record - TIME should be "STARTTIME"

Old Clause No	New Clause No	Comments
		Line 2 is missing a comma (btw NMI and start date) + date field is incorrect with extra digit. Lines 2 and 3 have used an incorrect use of duration for the examples used (considering start and end dates) – consider revising**.**
	4.1.5 Meter Fault and Issue Notification Data	The clause should reference the relevant rule requiring prompt notification to the FRMP by the MC of a metering installation malfunction. [NER 11.86.7 (g) (3)]
	4.1.5 Meter Fault and Issue Notification Data Figure 7	**Column 9 Reason For Notice**: The codes in this column should be an enumerated list rather that "text" codes, because of the likely hood of typos and other errors being introduced into text codes, and hence being machine unreadable. A Free text option should not be available. [Refer to current B2B Technical Guidelines section 3.7 for guidance on enumerated lists] - The "**Area Event**" text must make it clear that it is to be used when there is the possibility of "possible failure". The text must also say that "in no way does this make the Initiator liable for the cost of the visit if the meter is later found to be functioning correctly" - The "**Threshold Breach"** reason need to be given its own bullet point
	4.1.6 Notice of Metering Works Data	Reference should be made to the 2- business day timing obligation on MPs to provide this information to DB's as defined in the MP Service Level

Old Clause No	New Clause No	Comments
		procedures MP SLP 4.3b
	4.1.6 Notice of Metering Works Data	**Overall Structure:** The structure of the Notice of Metering works data should probably be changed from a CSV structure to a segmented/nested XML structure as was originally proposed. The CSV structure does not satisfactorily support the multi device / multi-register format especially when it also needs to record other equipment such as transformers and meters removed. The only way the CSV can effectively support this data will be to loosen the Mandatory status of such fields as Meter ID, Meter Type etc so that these can be blank when such fields as the Transformer fields are used.
	4.1.6 Notice of Metering Works Data	**RECORDNUMBER –** missing column name
	4.1.6 Notice of Metering Works Data	Column8 WORKTYPE – The options here should be a fixed list of enumerated codes “Free text” should not be an option. [Refer to current B2B Technical Guidelines section 3.7 for guidance on enumerated lists]
	4.1.6 Notice of Metering Works Data	Column10 STATUS – The Choice of Status option here should be identical with the MSATS status options – the text descriptions will prove to be unworkable, and won’t be very suitable for automation. Instead they should use the MSATS values for NMI Status “A”/”D”/”X “etc.
	4.1.6 Notice of Metering Works Data	Column12 METERSTATUS - The values here should match the MSATS Meter Register Status values “C”/”D”/”R” As it stands the current text descriptors

Old Clause No	New Clause No	Comments
		will prove to be mistake prone and poor values for automation
	4.1.6 Notice of Metering Works Data	**Column14 REGISTERID and Column15 NMISUFFIX :** Need to be explanatory text that makes it clear when these are not mandatory
	4.1.6 Notice of Metering Works Data	**Column17 METERPHASE –** is VARCHAR (10) enough? There are values listed that are greater than 10 char long
	4.1.6 Notice of Metering Works Data	Column19 LATITUDE and 20 LONGiTUDE – This needs to specify that the value must be provided as "decimal degrees to 7 decimal places"
	4.1.6 Notice of Metering Works Data	Column25 TRANSFORMER NUMBER - This is where the CSV structure cannot support the content- Transformer MUST be a repeatable field because there can be 1, 2 or 3 but this CSV cannot support it as a repeatable field because it cannot show a many-many relationship between (for example the Transformer number and meter Registers) when the MeterID filed is Mandatory
	4.1.6 Notice of Metering Works Data	Column26 TRANSFORMER TYPE as per Column 25 and CONNECTEDRATIO – cannot be supported in a CSV as a repeatable field
	4.1.6 Notice of Metering Works Data	Column28 TESTED as per Column 25 – cannot be supported in a CSV as a repeatable field when Meter ID is Mandatory
	4.1.6 Notice of Metering	Column30 READING – Needs to be made clear that this is only required for

Old Clause No	New Clause No	Comments
	Works Data	**removed manually read accumulation** meters.
	4.1.6 Notice of Metering Works Data	Column31 NETWORKDEVICE and NETWORK DEVICE LOCATION as per Column 25 – cannot be supported in a CSV as a repeatable field without change to the CSV structure as defined

5. RoLR Part B

Old Clause No	New Clause No	Comments

6. Glossary and Framework

Clause	Heading	Comments