

Automated Meter Reading (AMR) Service Providers

Code of Practice for Gas Meters

ASPCoP

Version 2.0

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Document Management

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Changes to this document are to be agreed by the ASPCoP Management Committee using the procedure set out in Appendix VI

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Definitions

Accreditation	An ASP shall gain accreditation by demonstrating that they comply with the ASPCoP
AMR	Automated Meter Reading
aM&T	Automatic monitoring and targeting to facilitate AMR
AMR Device	The equipment used to facilitate the collection of data from utility meters
AMR Manufacturer	The party manufacturing the AMR equipment
AMR Service Provider	The party providing the AMR service
AMR Service Providers (ASPs)	Businesses or organisations that offer provision of meter reads collected through an AMR system to consumers or gas suppliers or transporters
ASPCoP	Automated Meter Reading Service Providers Code of Practice
Audit	The audit carried out by the Auditor to determine whether an applicant is compliant with the ASPCoP in accordance with Appendix V
Auditor	The auditor appointed to carry out the Audit by ESTA
Automated Meter Reading (AMR)	The technology of automatically collecting data from utility meters.
Competence	The appropriate training, assessment and certification necessary for an employee to carry out his or her tasks.
Competent Person	A person having the appropriate training, assessment and certification to supervise or carry out the "work" being undertaken in a safe and proper manner.
Compliance	The audit carried out by the ASPCoP administrator or their appointed agent and would be strictly private and confidential and Compliant shall be construed accordingly.
Consumer	A user of non-consumer gas.
Converter	A device used to convert measured gas volume from metering conditions (of temperature, pressure and compressibility) to the standard conditions used for gas billing
Customer	The party paying for the equipment and service (this may for example be by the Consumer or Supplier).
DECC	The Department of Energy and Climate Change

ESTA	ESTA Management Services Limited
Force Majeure	Any event outside the affected party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, subcontractor delays, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, national emergencies, governmental actions and any other similar events.
Logger	AMR Device
MAM	The party regulated by Ofgem who manages the meter asset.
MAMCOP	The Meter Asset Managers Code of Practice.
Management Committee	The members of the management committee established with effect from 16 April 2009 as changed from time to time in accordance with Clause 5 of the ASPCoP.
MDD	Market domain data
Meter Owner	The person owning a meter and/or a meter installation.
Meter Point Reference Number (MPRN)	A unique identifier for the point at which a meter is, has been or will be connected to the gas network
Meter Pulse Utilisation Agreement (MPU)	An agreement between a MAM and an ASP to allow the connection of the AMR equipment to the MAM's metering equipment
MPU	Meter pulse utilisation – connecting equipment to the meter to use the pulse output signal
Ofgem	The industry regulator for the time being.
Parties/Stakeholders	Members of the ASPCoP who have been audited and met the standards required to become a member as set out in the ASPCoP and members of the Management Committee.
Shipper	The party contracting with the relevant Transporter for the delivery of gas to the consumers' site.
SPAA	Supply Point Administration Agreement
Supplier	The party supplying the energy.
Transporter	The party transporting gas to the Consumer's site.
Working Day	A day (other than a Saturday or Sunday) when banks in London are open for general banking business.

1 Scope

- 1.1 This Code of Practice ("CoP") is aimed at (AMR) Service Providers, who provide data relating to gas consumption from Consumers. The CoP is hereafter referred to as the ASPCoP.
- 1.2 This is a voluntary CoP, in that it is not underpinned by legislation and therefore does not confer any new obligations or rights on any party. Its purpose is to inform stakeholders of best practice and establish minimum standards for ASPs.
- 1.3 The aim of this document is to detail the minimum technical requirements and deliverables relating to the provision of non-domestic sector gas (meter & or converter) consumption and interval data. Compliance with the ASPCoP will be recognised by participants in the energy market.
- 1.4 The ASPCoP is designed to cover all requirements to be undertaken by an ASP but does not cover commercial and business information flows required between the Supplier, MAM or any contractual requirements.
- 1.5 As part of the application process applicants must be able to demonstrate, to the satisfaction of the Auditor, that both applicants and where relevant their appointed agents are compliant with the ASPCoP.
- 1.6 The information contained in this document is for guidance only. Although the information contained in the ASPCoP shall be updated from time to time there may be delays, omissions or inaccuracies in the information provided and no warranty is given as to the accuracy of the contents of the ASPCoP. ESTA Management Services Limited, its employees and any associated companies accept no liability arising from use of the information for any actions or omissions of any Member of their agents or employees.

2 Background and Drivers

- 2.1 Although the ASPCoP is voluntary, there is pressure from the market to reduce cost, have a level of interoperability and provide better quality of data to meet the UK Government requirement on Suppliers in the provision of advanced metering in the non-domestic gas sector.
- 2.2 The Government has modified Supplier's licence conditions to make this requirement, for meters consuming in excess of 732,000 kWh per annum. This obligation came in effect on the 6th April 2009 and requires that any new or replacement gas meter installed at the relevant premises must be an advanced meter and by April 2014, all other existing large sites must be upgraded to advanced metering.
- 2.3 Extract from Licence
- For the purposes of the Supplier's Licence, an advanced meter is a gas meter that, either on its own or with a Logger, and in compliance with the requirements of any relevant industry code, is able:
- 2.3.1 to provide measured gas consumption data for multiple time periods, and at least hourly; and
- 2.3.2 to provide remote access to such data.
- 2.4 AMR is the technology of automatically collecting data from utility meters. The term AMR can refer to various types of solution and communication means and can support various meter read periods.
- 2.5 When applied to gas meters the normal practice is to attach an AMR Device to the meter without interruption to the supply of gas to the end consumer so eliminating the need for an AMR installer to have gas meter installation skills.
- 2.6 However, the AMR installer must ensure that any device attached to a gas meter meets all health and safety requirements, that the AMR Device is installed with sufficient care and skill and does not compromise the safety of the gas metering installation.
- 2.7 ASPs are businesses or organisations that offer provision of meter reads collected through an AMR Device to a number of parties including consumers, gas suppliers, transporters, energy brokers and energy management companies.
- 2.8 This ASPCoP covers all AMR Device installations relating to non-domestic gas metering.
- 2.9 If a Stakeholder or a Consumer is affected by Force Majeure it shall immediately notify the other party of its nature and extent.

- 2.10 Neither the Management Committee, ESTA, the Chairman or a Consumer shall be deemed to be in breach of the ASPCoP, or otherwise be liable to the other, by reason of delay in the performance, or the non-performance of any of its obligations under the ASPCoP, to the extent that the delay or non-performance is due to any event of Force Majeure of which it has notified the other party and the time for performance of that obligation shall be extended by a period equal to the period of the Force Majeure.

3 Key Objectives of the ASPCoP

- 3.1 The aim of this ASPCoP is to provide a standard for the operation of an ASP business that provides AMR services. Adherence to the ASPCoP ensures the ASP operates to this standard including conformance with other industry standards, equipment installation and integrity in the processes of meter reading, data collection, data processing, adjustment, collection and data delivery. Consumers and Suppliers will be able to engineer systems to receive AMR collected meter reads compliant with a standard data format and to a known quality level. The aim, where possible, is to use open standards and enable competition between market participants.
- 3.2 The ASPCoP does not seek to restrict the commercial practice of ASPs but instead sets a standard that all participating ASPs shall demonstrate to be compliant with.
- 3.3 The aim is:
- 3.3.1 to provide confidence to users of ASPs such that when they purchase an AMR service from an accredited ASP they know it will be compliant with and operate to a set of agreed and defined industry standards.
 - 3.3.2 to enable competition, where possible by use of “open standards”
 - 3.3.3 to promote interoperability that will result from the definition of a common data format.
 - 3.3.4 to provide reliable data, safe installation and interoperability.
- 3.4 In the ASPCoP, the terms “should” and “must” have the following meanings:
- 3.4.1 the term “should” prescribes a procedure that is intended to be complied with in the interests of best practice unless, after prior consideration and risk assessment, deviation is considered acceptable.
 - 3.4.2 the term “must” prescribes a procedure that is intended to be complied with in full and without deviation.

4 Parties & Stakeholders

- 4.1 ASPs who are party to this ASPCoP and other gas industry stakeholders will be consulted on views prior to any change to this document.
- 4.2 Membership of Energy Services and Technology Association Limited is not a prerequisite to becoming a signatory to the ASPCoP.

5 Management Committee, Governance & Change Process

5.1 This ASPCoP may be changed at any time following due consultation with relevant Stakeholders, in accordance with the Change Process set out in Appendix VI, and reviewed by the Management Committee comprising members of ESTA and other industry representatives.

5.2 The Management Committee will use a simple majority to decide if changes are accepted or rejected.

5.3 The Chairman will only vote in the event of a tie.

5.4 Management Committee

The Management Committee was established with effect from 16th April 2009.

5.5 Composition

5.5.1 The Management Committee shall be composed of:

5.5.1.1 the Group Chairman, being a representative of ESTA;

5.5.1.2 five (5) signatories to the ASPCoP;

5.5.1.3 one (1) Supplier representative;

5.5.1.4 one (1) SPAA representative;

5.5.1.5 one (1) Ofgem representative (non-voting);

5.5.1.6 one (1) MAM representative and

5.5.1.7 two (2) Consumer representatives.

5.6 Secretary

The Group Chairman shall, from time to time, appoint an individual as the Secretary (and may remove and replace any individual so appointed). The Secretary or, as the case may be, deputy Secretary (if any), will attend meetings of the Management Committee, and any deputy Secretary may attend any meeting of the Management Committee at which the Secretary is also in attendance. The Secretary or deputy Secretary will not be entitled to act as a representative or an alternate.

5.7 Notice of Appointments

The Chairman will notify all Customer representatives of the identity of the Secretary and any deputy Secretary appointed from time to time.

5.8 **Representatives**

5.8.1 **Appointment**

5.8.1.1 A representative shall be appointed (including as a replacement of a representative who is de-appointed or who has resigned) by way of notice in writing to the Chairman and the Chairman shall notify all representatives of each such appointment.

5.8.1.2 Representatives shall be appointed on an annual basis and in the event of more nominations being received than places available the Management Committee shall vote for the relevant representatives and those with the highest number of votes will be appointed

5.8.2 **De-appointment**

A representative may be de-appointed from time to time by notice in writing to the Chairman from a majority of the Management Committee and the Chairman shall notify all representatives of each such de-appointment and an appointment shall be sought to make up the numbers.

5.8.3 **Resignation of Representatives**

If any individual being a representative shall for whatever reason notify the Chairman that he wishes to resign as a representative, he shall cease to be a representative in accordance with the notice of resignation, and the Chairman shall send a copy of such notice to all the representatives.

5.9 **Alternates**

5.9.1 Each representative may, from time to time, by notice to the Chairman appoint (or revoke the appointment of) an individual to be such representative's alternate. The appointment (and revocation of the appointment) of any individual as an alternate shall be conditional upon and shall only be effective upon receipt of notice by the Chairman.

5.9.2 In addition to notices sent to representatives, each alternate for the time being shall be entitled to be sent notices.

- 5.9.3 An alternate may attend and vote at any meeting of the Management Committee which is not also attended by the representative (in his capacity as representative) who appointed him and generally at any such meeting shall have and shall be able to exercise and discharge any and all of the functions, powers and duties of the representative who shall have appointed that alternate. Any alternate representative may be appointed as representative for one or more members of the Management Committee and shall be entitled to vote in respect of each such member who he is appointed to represent.
- 5.9.4 If a representative ceases, for whatever reason, to be a representative the appointment of any alternate of the representative shall cease.

5.10 Meeting of the Management Committee

5.10.1 Purpose

Meetings of the Management Committee will provide a forum in which Change Proposals can be discussed before going to consultation pursuant to and in accordance with the procedures set out in Appendix VI. The Management Committee will vote on Change Proposals in accordance with the procedures set out in Appendix VI.

5.10.2 Timing of meetings

- 5.10.2.1 Meetings of the Management Committee will ordinarily be held not less frequently than once every thirteen (13) weeks, in accordance with the annual meeting timetable, save that:
- 5.10.2.2 on not less than fifteen (15) Working Days notice the Chairman may convene a meeting on an earlier or later date or, if required may convene any additional meeting;
- 5.10.2.3 no meeting will be held if there is no agenda item to discuss.

5.10.3 Notice of meetings

- 5.10.3.1 Meetings of the Management Committee will be convened by the Chairman on not less than fifteen (15) Working Days prior notice to each representative, each such notice to specify the place, day and time of the meeting and to enclose an agenda and any supporting materials.
- 5.10.3.2 The agenda shall be accompanied by a copy of all and any Change Proposals to be considered at the meeting received by the Chairman

5.10.3.3 All notices convening meetings, together with agendas and all supporting materials, shall be submitted by the Chairman by electronic mail to the email addresses supplied by members of the Management Committee to the Chairman from time to time.

5.10.4 **Quorum**

5.10.4.1 Six voting representatives (one only of whom shall be the Chairman representative and of which at least two must be non-signatories) present at a meeting of the Management Committee shall be a quorum.

5.10.4.2 If a quorum is not present at the time for the holding of a meeting (specified in the notice convening the meeting) or at any time during the hour following that time, and the meeting was to have considered a Change Proposal in respect of which the party proposing the change (the "Proposer") is the sole or one of the representatives present, then by notice in writing to the Chairman in accordance with Clause 4 of Appendix VI the Proposer may notify the Chairman that it wishes the Change Proposal to progress to the consultation phase.

5.10.4.3 Any meeting of the Management Committee at which a quorum is present shall be competent to discharge any and all of the functions within the competence of the Management Committee.

5.10.5 **Form of meetings**

Meetings of the Management Committee may take place by means of telephone, conference telephone, video link or any other audio, audio-visual or interactive communication notwithstanding that the representatives treated as being present by any such means of communication may not all be meeting in the same place, provided that each representative shall be able to communicate to each of the other representatives and be heard by each of the other representatives simultaneously. Representatives participating in this manner shall count towards a quorum.

5.10.6 **Invitees**

5.10.6.1 The Chairman or a signatory may, from time to time, invite any individual or individuals to attend and speak at all or part of a meeting of the Management Committee, and the Chairman shall notify all representatives of each such invitee (where reasonably practicable prior to the relevant meeting) including the name of each individual invited, the organisation that the individual represents, the date of the relevant meeting(s) and the reason(s) for the invitation. Unless a member objects or the Chairman determines (acting reasonably) that such a request is inappropriate.

5.10.6.2 Any invitee to a meeting of the Management Committee shall be entitled to receive copies of the notice convening the relevant meeting, together with the agenda for the meeting.

5.11 **Minutes**

The Chairman shall ensure that the proceedings of meetings of the Management Committee are minuted.

The Chairman shall, where reasonably practicable, ensure that all representatives are sent, within ten (10) Working Days immediately following the date of the relevant meeting, a copy of any minute made of that meeting.

The Chairman will, in respect of each meeting of the Management Committee, invite the representatives and alternates who attend that meeting to record their attendance.

5.12 **Appeals**

In the event that a party disputes the decision of the Management Committee, they may appeal to the Management Committee who will consider the appeal and whose decision shall be final.

5.13 **Conflict of Interests**

A member of the Management Committee or a representative of such member must declare to the other members of the Management Committee any interest that he has in the matters to be discussed at a meeting of the Management Committee. Provided that the member has declared the nature and the extent of his interest such member may, notwithstanding his interest, be a party to or otherwise interested in any such transaction or arrangement and be counted and vote in a quorum.

6. Audit

6.1 The Audit will be carried out in accordance with the procedure set out in Appendix V. All information provided to the Auditor will be treated as private and strictly confidential.

6.2 Application Process

As part of the application process applicants will be audited to ensure they are compliant with the ASPCoP. As far as practicable the audit will be on the basis of a desktop exercise, however, the Auditor may choose to carry out site Audits if necessary to properly assess the applicant's compliance with the ASPCoP.

6.3 Ongoing Basis

Members to the ASPCoP will be audited on an ongoing basis. It is proposed that these site Audits will be undertaken on a 3 yearly basis.

6.4 Audit Appeal Process

In the event that a party disputes the decision of the Auditor they may appeal to the Management Committee who will consider the appeal and whose decision shall be final.

6.5 Publicity

The Members agree that details of Members accreditation or status of accreditation under the ASPCoP may be available to Consumers and the public by way of a website or any other means determined by the Management Committee.

7. Code of Practice Requirements

7.1 Safety and Installation

Members of the ASPCoP must be able to demonstrate that works on any AMR installations are completed in compliance with industry safety and technical standards and equipment meets the requirements of the environment in which it is installed e.g. hazardous area's and zoning. A participating ASP shall ensure that all work under its control is undertaken by Competent Persons as determined by an independently accredited training programme, having the appropriate training, assessment and certification.

All equipment shall be installed in accordance with appropriate standards by Competent Persons. A list of standards and procedures can be found in the Appendices.

7.2 Public Liability

All members of the ASPCoP shall demonstrate that they have a minimum level of public liability insurance of £3 million pounds with an insurance company of good standing.

7.3 Accuracy, Assurance and Commissioning

Members of the ASPCoP shall be able to guarantee accuracy of delivered data and demonstrate that they have adequate measures implemented to assure the accuracy of the data they provide. This will allow them to accurately reflect the meter register values to the Customer automatically. This shall include end to end data integrity within their systems including the AMR Device capability, data transfer, processing, storage and delivery.

Following the installation and commissioning of new AMR Devices it is required that members of the ASPCoP ensure that a subsequent physical read or suitable alternative method is used for the purposes of proving the automated read. Members must keep adequate records (see 7.6.2) and have a disaster recovery procedure in place in respect of the data they hold.

7.4 Automatic Reading of Data

7.4.1 All members of the ASPCoP shall demonstrate that they or their agents can:

7.4.1.1 automatically communicate with AMR Devices at sites and acquire and store data from the AMR Devices;

7.4.1.2 provide accurate data.

7.5 **AMR Devices Minimum Capability**

- 7.5.1 The equipment when forming part of an advanced gas meter installation shall:
- 7.5.1.1 provide measured gas consumption data for multiple time periods, and be able to
 - 7.5.1.2 provide such data for at least hourly time-periods; and
 - 7.5.1.3 provide remote access to such data.
- 7.5.2 The following types of documentation shall be used as appropriate to demonstrate Compliance that the AMR Device and ancillary equipment are suitable for the intended use:
- 7.5.2.1 letters of conformance;
 - 7.5.2.2 a purchase specification;
 - 7.5.2.3 test certificates;
 - 7.5.2.4 equipment suppliers' or manufacturers' warranties.

Note: A mandatory requirement is the hazardous area certification (i.e. demonstrating conformance to The Dangerous Substances and Explosive Atmospheres Regulations 2002 (ATEX) requirements and CE marking as appropriate for the hazardous area).

7.6 **Data Integrity**

Proof of data integrity is a key requirement therefore the following shall be required:

7.6.1 **Data File Format**

- 7.6.1.1 The ASP shall be capable of delivering metering data in an industry standard format(s).
- 7.6.1.2 Nothing in this ASPCoP inhibits parties entering into separate commercial bilateral arrangements. Accreditation under the ASPCoP is non-transferable and may only be assigned with the consent of the Management Committee.

7.6.2 **Record keeping**

The ASP must ensure that:

- 7.6.2.1 details of each installation are correct and fully recorded (as defined in IGEM GM7 see appendix 1), including location of the meter and AMR Device the type of equipment and configuration;
- 7.6.2.2 details are managed in an accessible and Compliant manner;
- 7.6.2.3 valid data is being collected (i.e. from the correct metering installation; with the correct parameters and settings);

7.6.2.4 data must be collected, processed and delivered to all relevant parties with the quality and timeliness required that meets the performance criteria specified by contracting parties.

7.6.2.5 apply and comply with appropriate quality systems in providing the services;

7.5.2.6 data is backed-up and held in a secure environment, including maintaining an off-site copy of archived data.

7.6.3 **Data Protection and Security**

7.6.3.1 All members of the ASPCoP must comply with and use data in accordance with the Data Protection Act 1998 as if they were data controllers pursuant to the same and with all related legislation (the "DP Legislation"). Accordingly, all members of the ASPCoP must have in place adequate processes and procedures to ensure their compliance with this Clause 7.6.3.1.

7.6.3.2 The processes and procedures referred to at Clause 7.6.3.1 must include without limitation:

7.6.3.2.1 having a documented data protection policy (and such other policies or statements as may be reasonably expected pursuant to published guidance on, or considered best practice for, compliance with the DP Legislation) available to all Customers and no less onerous than that set out at Appendix II;

7.6.3.2.2 ability to demonstrate Compliance and that they operate in accordance with all such processes, procedures, policies and statements; and

7.6.3.2.3 appointment of an Information Protection Officer at a senior level with specific responsibility for data protection.

7.6.3.3 The ASP should ensure that no third party (other than the ASP and their agents) has access to data collected and/or duly provided as part of the AMR service save that the Customer and their agents and the end user should have access to their explicit data.

7.6.3.4 An example data protection policy is included in Appendix II.

7.6.4 **Disaster Recovery Procedure**

7.6.4.1 AMR requires the extensive use of computer systems. This makes business operations vulnerable to major problems, ranging from the accidental loss of data to deliberate sabotage. Storage systems can be at risk of theft, virus attack or physical damage through electrical overload, component failure, fire or flood.

7.6.4.2 Therefore, the ASPCoP requires that Members must have a disaster recovery procedure such that in the event of catastrophe the service will be retained and data protected (see 7.6.2)

7.6.4.3 The disaster recovery plan shall consider events that have a significant impact on an enterprise's ability to conduct normal business and define the policies and procedures for dealing with various types of disasters that can affect an organisation, especially the organisation's IT (Information Technology) infrastructure. This plan shall include the processes and procedures needed to resume an organisation's operation after a disaster event and should include the following:

7.6.4.3.1 protection of data by backups and cloning;

7.6.4.3.2 mirror systems;

7.6.4.3.3 a formal risk assessment in order to determine the requirements for the disaster recovery plan;

7.6.4.3.4 restoration of all essential and critical business activities;

7.6.4.3.5 scheduled review to ensure the plan is to be kept up to date to take into account changing circumstances.

7.6.5 **Data Access Rights**

7.6.5.1 Subject to contractual terms and any mandatory Supplier license conditions, this ASPCoP recommends that end Users should not be unreasonably restricted from access to data.

7.6.5.2 All members of the ASPCoP must ensure Customers and end users have access to information in accordance with their rights to the data, and must respect and abide by the rights of data subjects pursuant to the DP Legislation in relation to that data.

7.6.6 **Quality System**

7.6.6.1 The ASP shall have in place a formal management system to ensure quality of service and data provision. This must include the following elements:

- 7.6.6.1.1 competencies, knowledge, and experience of persons employed;
- 7.6.6.1.2 management responsibility;
- 7.6.6.1.3 verification of resources and personnel;
- 7.6.6.1.4 purchasing policy;
- 7.6.6.1.5 process control and work management;
- 7.6.6.1.6 continuous improvement report and corrective action;
- 7.6.6.1.7 quality records and passing on of information;
- 7.6.6.1.8 internal quality audits;
- 7.6.6.1.9 document development;
- 7.6.6.1.10 training;
- 7.6.6.1.11 maintenance; and
- 7.6.6.1.12 technical support for customers and installers.

7.6.7 **Interoperability Data Standards**

7.6.7.1 Interoperability will be at the level of a "common" data format. Adoption of the standard data format will make it easier to deploy and manage differing hardware solutions, no matter which products or vendors the organisation chooses.

7.6.7.2 The industry standard data format shall provide both delivery of consumption and interval data.

7.6.7.3 Through this interoperability, enterprises will be able to use the common data format for billing, verification, energy management and **aM&T**.

7.6.8 **Compliance with Industry Data Flows**

7.6.8.1 ASPCoP members will comply with industry standard processes for data flows.

7.6.8.2 ASPCoP Members will enter into MAM Meter Pulse Utilisation Agreements (MPU).

7.6.8.3 ASPCoP Members will enter into agreement with the relevant Meter Asset Manager

8 Approval, Appraisal, and Authorisation by Third Parties

The requirements of any relevant third party relating to approval, appraisal or authorisation of the work shall be established and the third party's work management procedures shall be taken into account prior to installation.

9 Installation

- 9.1 The requirements of this section are applicable to the installation of Loggers and any ancillary equipment. The processes are defined by the current edition of IGE/GM/7 and additional requirements are defined in the Appendix IV of this document. Below are the key points and requirements.
- 9.2 Installation shall be performed by appropriately accredited and Competent Persons (“installers”) in accordance with best practice, relevant normative standards, manufacturers’ information and appropriate installer’s field procedures.
- 9.3 **Pre-installation procedures must include, but not be limited to, ensuring:**
- 9.3.1 whether there is an existing Logger attached or available use of the meter pulse;
 - 9.3.2 output;
 - 9.3.3 the installation is to be installed at the appropriate MPRN;
 - 9.3.4 the Logger and any ancillary equipment are suitable for the intended purpose;
 - 9.3.5 the local environment in the vicinity of the meter installation does not have or introduce any hazard that will compromise the safe and effective operation and use of the installation or Logger.
- 9.4 **Installation process must ensure that:**
- 9.4.1 pre-installation checks are undertaken; including risk assessment’s and method statements where applicable or required approval from the relevant MAM has been obtained. Any required formal notifications are made prior to commencing work;
 - 9.4.2 safe control of work is assured;
 - 9.4.3 the installation and any ancillary equipment are installed in accordance with best practice and all relevant standards;
 - 9.4.4 the installation and any ancillary equipment is inspected and tested;
 - 9.4.5 the installation does not have a detrimental effect on other legacy devices;
 - 9.4.6 statutory and advisory labels are fitted.

Installers shall be aware of the requirements for, and the effect of, any other equipment which is to interface with the meter installation (for example converters, other Loggers and BMS systems).

Where known by the Installer, the Installer should ensure the Consumer is aware of any parts of the installation which the Consumer owns and may be affected and where they are the owner of other equipment in the pulse chain they are expected to ensure it remains accessible and properly maintained.

10 Records

Installation records shall be maintained throughout the operational life of the complete installation.

Where a Logger is connected, removed or exchanged, there is a requirement to record and communicate the information to the MAM and where possible other parties in the pulse chain.

Further details are available in IGE/GM/7 (as defined in Appendix I)

11 Duty of Care beyond Asset

- 11.1.1 The Consumer shall be responsible for ensuring that the installations do not cause a safety hazard to the public during the life cycle of the installation.
- 11.1.2 The Installers acting on behalf of the ASP shall have procedures in place for reporting any dangerous occurrences as required by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
- 11.1.3 Any person carrying out installation work who becomes aware of an unsafe or dangerous installation or gas leak during the course of that work, has a duty to inform a responsible person. However, this duty only extends to those issues which are within the competence of the person engaged in work and which it is reasonable to expect the person to notice through visual inspection or olfactory sense by that person.

12 Equipment Removal and Disposal

- 12.1 At the end of the operational life of an AMR Device or of any ancillary equipment, appropriate disposal is necessary to complete the cycle of whole life management.
- 12.2 The ASP should be notified of the removal by the Consumer.
- 12.3 Care should be taken to consider environmental impact when disposing of AMR Devices and equipment. In particular the following factors apply:
 - 12.3.1 where possible, all components should be reused or recycled, provided this does not involve excessive cost;
 - 12.3.2 all batteries must be removed and disposed of in accordance with current environmental and waste disposal legislation;
 - 12.3.3 components likely to contain mercury or other hazardous chemicals must be removed from the equipment prior to disposal and then disposed of in accordance with current environmental and waste disposal legislation. Alternatively the AMR Device or equipment as a whole must be sent to a suitably equipped and competent facility capable of disposing in accordance with current environmental and waste disposal legislation i.e. Waste Electrical and Electronic Equipment (WEEE) Regulations 2006 as amended.

13 Data flows and Unique Reference of ASP

- 13.1 An industry data hub will contain details of all equipment attached to meter and converters on site. Inclusive in the data set will be reference to the ASPCoP accredited ASP providing service. Each ASP will be recognised by a unique 3-letter identity tag.

- 13.2 SPAA will, upon application, allocate and maintain a catalogue of these unique ASP Meter Domain Data (MDD) identifiers.

Appendix I: Technical Publications

Publication Reference	Title
IGE/GM/5	Selection, installation and use of electronic gas meter volume conversion systems.
IGEM-GM-7A	Electrical connections Draft for Approval
IGEM-GM-7B	Hazardous areas Draft for Publication
BS 7671	IEE Wiring Regulations.
BSEN 60079-17	Electrical Apparatus for explosive gas atmospheres. Inspection and maintenance of electrical installations in hazardous areas (other than Mines).
The publication reference refers to the latest version of the relevant publication as updated, amended or superseded from time to time.	

Appendix II: Example of a Data Protection Policy

This is a statement of the data protection policy adopted by us. Responsibility for the updating and dissemination of the policy rests with our Information Protection Officer. The policy is subject to regular review to reflect, for example, changes to legislation or to our structure or policies. All staff are expected to apply the policy and to seek advice when required.

We need to collect and use certain types of information about people, addresses and metering assets with which we deal in order to operate. These may include current, past and prospective people, addresses and metering assets, our employees, suppliers (such as AMR manufacturers) and others with whom we conduct business. In addition, we may be required by law and various government departments to collect, use and disclose certain information. This personal information must be dealt with properly however it is collected, recorded and used – whether on paper, electronically, or other means - and there are safeguards to ensure this in the Data Protection Act 1998 and related legislation.

We regard the lawful and correct treatment of personal information as important to the achievement of our objectives and to the success of our operations, and to maintaining confidence between those with whom we deal and ourselves. We therefore need to ensure that our organisation treats personal information lawfully and correctly and in accordance with all relevant applicable legislation.

To this end, we fully endorse and must adhere at all times to the Data Protection Act 1998 as if we were a data controller pursuant to the same and with related legislation. In particular, we must observe at all times the principles of 'good information handling' set out in the Data Protection Act 1998.

The eight principles of 'good information handling' require that personal data:

- 1 must be processed fairly and lawfully and, in particular, must not be processed unless certain specific conditions are met;
- 2 must 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;
- 3 must be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed;
- 4 must be accurate and, where necessary, kept up to date;
- 5 must not be kept for longer than is necessary for the specified purpose(s);
- 6 must be processed in accordance with the rights of data subjects under the Data Protection Act 1998;
- 7 must be subject to appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of personal data, or the accidental loss, destruction, or damage to personal data;
- 8 must 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.

We must through appropriate management and strict application of criteria and controls:

- 1 collect and process data fairly and lawfully, and ensure that the conditions for fair and lawful collection and processing are satisfied for such personal data;
- 2 collect and process personal data only for the specified purposes and in accordance with binding instructions;
- 3 collect and process personal data only to the extent that it is needed to fulfil our operational needs or to comply with any legal requirements;
- 4 ensure the quality of personal data used;
- 5 ensure that the personal data is held for no longer than is necessary;
- 6 ensure that the rights of people or organisations about whom personal data is held can be fully exercised under the Data Protection Act 1998 (i.e. the right to be informed that processing is being undertaken, to access one's personal data; to prevent processing in certain circumstances, and to correct, rectify, block or erase information that is regarded as wrong personal data);
- 7 take appropriate technical and organisational security measures to safeguard personal data in particular in relation to unauthorised or unlawful use and accidental loss, destruction or damage; and
- 8 ensure that personal data is not transferred abroad without suitable safeguards.

To assist in achieving compliance with the principles, we must:

- 1 appoint an Information Protection Officer at a senior level with specific responsibility for data protection; and
- 2 document data protection procedures.

Appendix III: Legislative References

Acronym	Full Name
ATEX 137	Explosive Atmospheres Directive (99/92/EC)
ATEX 95	Explosive Atmospheres Directive (94/9/EC)
CAD	Chemical Agents Directive (98/24/EC)
CDMR	Construction (Design and Management) Regulations 2007
COSHH	Control of Substances Hazardous to Health Regulations 2002
CPD	Construction Products Regulations 1991
DSEAR	Dangerous Substances and Explosive Atmospheres Regulations 2002
EPS	Equipment and Protective Systems for Use in Potentially Explosive Atmospheres Regulations 1996
EWR	Electricity at Work Regulations 1989
GA	Gas Act 1986
GMR	Gas (Meters) Regulations 1983
GS(I&U)R	Gas Safety (Installation and Use) Regulations 1998
GS(M)R	Gas Safety (Management) Regulations 1996
HSWA	Health & Safety at Work Act 1974
LOLER	Lifting Operations and Lifting Equipment Regulations 1998
MHOR	Manual Handling Operations Regulations 1992
MHSWR	Management Health & Safety at Work Regulations 1999
NWR	Noise at Work Regulations 2005
RIDDOR	Reporting of Injuries Diseases and Dangerous Occurrences Regulations 1995
WEEE Regulations	Waste Electrical and Electronic Equipment Regulations 2006
The references to the legislation above refer to the legislation as updated, amended or superseded from time to time	

Appendix IV: Syllabus for Installers

Scope:

"The installation and maintenance of battery operated "plug and play" AMR Devices connected to industrial and commercial gas meters - not involving changes to the gas connections". The objective of the syllabus for Installers is to ensure that Installers are trained and competently able to carry out installations to the required standards of quality and safety

Syllabus

Regulatory requirements

An appreciation of the requirements of the following regulations and standards as they apply to the scope of activity:

- 1 Personal Protective Equipment at Work Regulations 1992;
- 2 Understanding of GM/7 Edition 2 – Connection of electrical equipment to gas meters and converters;
- 3 IEE Wiring Regulations BS 7671 – Wiring regulations and how they apply;
- 4 PUWER - Provision and Use of Work Equipment Regulations 1998;
- 5 Gas Safety (Installation & Use) Regulations 1998;
- 6 Electricity at Work Regulations 1989;
- 7 DSEAR and ATEX 137 and ATEX 95 regulations relating to intrinsic safety of the equipment, the installation processes and meaning of "Zones".

Identification and management of hazardous situations including the following

- 1 Understanding of ATEX 137 and ATEX 95 principles;
- 2 Understanding hazardous areas and meaning of Zones;
- 3 Implications of installing across Zone barriers;
- 4 Identification of suitable devices and equipments;
- 5 Understanding the suitability of equipment;
- 6 Safe systems of work;
- 7 LEL/UEL (Lower and upper explosive limits) and GIA - (gas in air);
- 8 LP Gas installations what types of equipment may be present;
- 9 Identification of unsafe installations and equipment;
- 10 Identification of meter tamper and what to do;
- 11 What to do if there is a gas leak;
- 12 What to do if a battery is damaged – spills and dangers of lithium cells;
- 13 Safe testing of existing wires (potential hazardous voltages and sparks);
- 14 Recognising unsafe equipment and connections;

Installation processes:

1. Identification of installed equipment – other AMR Devices, Loggers, converters, isolation relays, chatter boxes, connection boxes and building energy management systems (“BEMS systems”);
2. Understanding the pulse chain and potential issues of connecting to and from other equipment;
3. What MPU work is, types of MPU and when it is required;
4. Identification of meter types dials and pulse outputs;
5. Identification of the MAM for the meter to which the AMR Device is to be attached;
6. Correct interpretation of data plate information;
7. How to read meter dials and converters;
8. Understanding how meters provide a pulse – integral pulse, added pulse transmitter and use of optical devices;
9. Understanding what a tamper circuit is;
10. Correct selection of equipment and cables with relation to planned position;
11. Understanding meaning of The IP Code (The International Protection Rating) or Ingress and water proofing Protection Rating;
12. Understanding basics of signal coverage (GPRS, 3G, GSM and radio), positioning and use of external aerials;
13. Correct selection of cables and connectors to match meters and converters;
14. Use and sealing of ducts and conduits;
15. Basic PC skills and use of software;
16. Correct behaviour on site – how to deal with people on site and customers;
17. Commissioning equipment;

Installation and diagnostic techniques:

1. Basic understanding of electrical circuits, what is polarity, wiring and how meters pulse;
2. Parallel and series connections and use of pulse splitters;
3. Correct selection & usage of test equipment;
4. Polarity testing between devices;
5. Looking for a pulse;
6. Continuity testing;
7. Understanding cable and connector specification;
8. Using and positioning to achieve best signal, use and positioning of external aerials;
9. On site handling and changing SIM cards and batteries;
10. Cable protection and siting and potential interaction with other services;

11. Practical skills – extension and joining of wires, making good connections;
12. Protection against the environment;
13. Cable colour and numbering protocols- current & legacy;
14. Siting of Loggers and cable runs;
15. Basic earthing (i.e. do not remove add or change);
16. Marking up, labelling and recording assets;
17. Pulse chain and responsibilities and best practice;
18. Managing and reinstating existing equipment;
19. Recording of removed assets;
20. Understanding issues of batteries, safe use, storage, disposal and handling;

Environmental processes

1. Managing of new and removed batteries – awareness of safety and handling issues;
2. Disposal processes – equipment and batteries;
3. Consequences of incorrect disposal;
4. Cleaning and removal of waste material;

Appendix V: Audit Procedure

Introduction

1. The following document provides an overview of the Audit/QA procedure used by the Auditor. The Auditor will undertake a desktop Audit where possible to assess the parties' capabilities in line with the ASPCoP including but not limited to:
 - 1.1 company details;
 - 1.2 staff qualifications;
 - 1.3 safety and installation;
 - 1.4 public liability insurance;
 - 1.5 accuracy, assurance and commissioning;
 - 1.6 automatic reading of data;
 - 1.7 AMR Device minimum capability;
 - 1.8 letters of conformance;
 - 1.9 a purchase specification;
 - 1.10 test certificates;
 - 1.11 equipment suppliers' or manufacturers' warranties;
 - 1.12 a mandatory requirement is the hazardous area certification (i.e. demonstrating conformance to ATEX requirements and CE marking as appropriate for the hazardous area);
 - 1.13 data integrity;
 - 1.14 data file format
 - 1.15 ability to support industry standard format(s);
 - 1.16 record keeping;
 - 1.17 data security & protection;
 - 1.18 disaster recovery procedure;
 - 1.19 data access rights;
 - 1.20 quality system;
 - 1.21 interoperability data standards;
 - 1.22 compliance with registration processes (MPU and SPAA);
 - 1.23 approval, appraisal, and authorisation by third parties;
 - 1.24 duty of care beyond asset;
 - 1.25 equipment removal and disposal;
 - 1.26 data flows and unique reference of ASP;

Site Visit Procedure

If as part of the application process the Auditor deems it necessary and as part of the ongoing audit of accredited parties any site visit will be conducted within the following framework:

1. the Auditor will select 4 AMR Installations (existing or new) to carry out desktop Audits and if required 2 sites for site audits;
2. all installations must be checked to see that they comply with IGE GM7 A "Electrical Connections for Gas Metering Equipment" and GM7 B "Hazardous Area Classification for Gas Metering Equipment";
3. complete all the sections of audit report form including any other comments relative to the installation. A free text box is provided for the Auditor to include any observations, readings etc which are undertaken during the site visit. A digital picture of the installation will be attached to the audit report form.

Auditors

The Auditors will carry out the Audit in accordance with the ASPCoP. ESTA does not accept any liability for actions or omissions of the Auditors in carrying out the Audit. To the extent permitted by law ESTA excludes any liability incurred by the ASP, their employees or associated companies relating to the Audit, including but not limited to direct or indirect damages, loss of goodwill or profits, work stoppage, data loss, computer failure or malfunction and all other damages or loss relating to the Audit.

Appendix VI: Change Process

1. Relevant persons

Any Stakeholder may from time to time, request a change to the ASPCoP (a "Change of Proposal").

2. Form of Change Proposals

2.1 Each Change Proposal shall:

- 2.1.1 be submitted by electronic mail;
- 2.1.2 set out in reasonable, but not excessive, detail the nature and purpose of the Change Proposal;
- 2.1.3 detail the sections of the ASPCoP, which are to be amended or otherwise affected by the Change Proposal;
- 2.1.4 set out in reasonable, but not excessive, detail an assessment of the impact of the Change Proposal;
- 2.1.5 set out a proposed timetable for implementation of the Change Proposal;
- 2.1.6 state the name of the Proposer or the Proposer's representative, together with contact details; and
- 2.1.7 indicate whether the Proposer requests the Chairman to invite an individual or individuals to attend and speak at that part of the meeting at which the Change Proposal is to be discussed, and if so specify the name and contact details of the individual(s) and brief reasons as to the purpose of the invitation.

2.2 Each Change Proposal shall be submitted to the Chairman not less than ten (10) Working Days prior to the Management Committee meeting at which the Proposer wishes the Change Proposal to be discussed, and any Change Proposal received by the Secretary after this date shall be included in the agenda for discussion at the next following meeting of the Management Committee.

2.3 Upon receipt of a Change Proposal, the Chairman shall ensure that the Change Proposal contains the information set out above before accepting such Change Proposal, giving that Change Proposal a unique reference number and submitting that Change Proposal to each representative with the agenda for the relevant meeting of the Management Committee.

2.4 Where a Change Proposal does not comply the Chairman shall reject such Change Proposal by notice to the relevant representative stating the reason(s) for the rejection, and may recommend to such representative any amendment to, and/or additional information to accompany, that Change Proposal to render it compliant.

3. Initial discussion at Management Committee

- 3.1 Each Proposer shall ensure the attendance of its representative (or its alternate) at the meeting of the Management Committee at which the Change Proposal is to be discussed initially, and at such meeting the Proposer's representative (or its alternate) will be invited by the Chairman to give a presentation in respect of the Change Proposal and endeavour to answer any questions which the Management Committee may have with respect to the Change Proposal or the presentation.
- 3.2 The timelines set out in the process may be altered for a Change Proposal with the agreement of the Management Committee
- 3.3 If the representative of the Proposer (or its alternate) does not (for whatever reason) attend the meeting of the Management Committee at which the relevant Change Proposal is to be discussed initially, then the Chairman shall include the Change Proposal in the agenda for discussion at the next following meeting of the Management Committee.

4. Progression to Consultation Phase

At the meeting or no later than five (5) Working Days after the meeting of the Management Committee at which a Change Proposal is discussed initially (or would have been discussed but for the absence of a quorum. The Proposer may notify the Chairman in writing that it wishes the Change Proposal to progress to the consultation phase ("Consultation Phase").

5. Amendments to Change Proposals

- 5.1 Having regard to discussions at the meeting of the Management Committee, the Proposer may amend a Change Proposal and re-submit it in amended form to the Chairman and it shall continue through the process, provided that the Change Proposal as so amended:
- 5.1.1 is not materially different in nature or purpose to the original Change Proposal discussed initially;
 - 5.1.2 sets out in reasonable, but not excessive, detail the rationale for the amendment(s) to the original Change Proposal; and
 - 5.1.3 specifies the reference number of the original Change Proposal.

6. Withdrawal of Change Proposals

- 6.1 At any time the Proposer may by notice to the Chairman withdraw that Change Proposal. Any Change Proposal so withdrawn shall immediately lapse.
- 6.2 In respect of any Change Proposal, a failure by the Proposer to either notify the Chairman that it wishes to progress the Change Proposal to the Consultation Phase or amend and re-submit that Change Proposal shall be deemed to be a withdrawal by that Proposer of the relevant Change Proposal. Any Change Proposal so deemed to have been withdrawn shall immediately lapse.

- 6.3 The Chairman will, within a reasonable period of time following any withdrawal or deemed withdrawal notify each representative of each such withdrawal or deemed withdrawal.

7. Consultation Phase

7.1 Circulation of Change Proposals

7.1.1 The Chairman shall send to each Stakeholder, not less than eight (8) Working Days after the relevant meeting of the Management Committee, ("Submission Date") a copy of the relevant Change Proposal;

7.1.2 Copies of all Change Proposals and accompanying papers shall be submitted by the Chairman by electronic mail.

7.2 Representations on Change Proposals

7.2.1 No later than ten (10) Working Days after the Submission Date, the Stakeholders or their representatives may make representations to the Chairman in respect of the relevant Change Proposal.

7.2.2 Representations shall:

7.2.2.1 be submitted by electronic mail;

7.2.2.2 set out in reasonable, but not excessive, detail the comments which the representative wishes to make in respect of such Change Proposal (which may include without limitation comments in respect of the rationale and purpose of the Change Proposal);

7.2.2.3 where the Change Proposal has been amended state if the representative wishes to object to the Change Proposal and if so set out in reasonable, but not excessive, detail the reason(s) for such objection.

7.2.3 Where a Change Proposal has been amended and re-submitted a Stakeholder may object to that amended Change Proposal and request that it be referred back to the Management Committee for further discussion if it considers that the Change Proposal as so amended is materially different in nature or purpose to the original Change Proposal discussed initially at the relevant meeting of the Management Committee.

7.2.4 The Chairman shall have due regard to any objections raised by any representative and may (but shall not be obliged to) refer the Change Proposal back to the Management Committee for further discussion but the Chairman's determination in respect thereof shall be final and binding.

- 7.2.5 No later than three (3) Working Days after the deadline for receipt of representations from the Stakeholders or their representatives, the Chairman shall forward to all Stakeholders or their representatives all and any representations received, and at the same time the Chairman shall notify representatives of any determination by the Chairman pursuant to Clause 7.2.4 (including an explanation of such determination in reasonable, but not excessive, detail).

8. Voting Phase

8.1 Progression to Voting Phase

Unless the Secretary shall have notified representatives of the Chairman's determination to refer a Change Proposal back to the Management Committee each Change Proposal shall automatically progress to the voting phase.

8.2 Registration of Votes

- 8.2.1 No later than eighteen (18) Working Days after the Submission Date, Members of the Management Committee shall register their vote on the Change Proposal by electronic mail; and stating whether they wish to register their vote for or against the Change Proposal.

- 8.2.2 Only votes received will be counted.

9. Report Phase

9.1 Submission of the Chairman's report

No later than twenty-three (23) Working Days after the Submission Date, The Chairman shall report to representatives in the manner provided in Clause 9.2 below on the outcome of the voting phase and the implementation date.

9.2 Content of the Chairman's report

The Chairman's report shall:

- 9.2.1 be submitted by electronic mail;
- 9.2.2 state:
- 9.2.2.1 whether or not the Management Committee consensus is in support of the Change Proposal; and
 - 9.2.2.2 the name of each Management Committee Member who registered a vote and whether or not those votes were registered in support of the Change Proposal;

10. Date of implementation

- 10.1 Where in respect of a Change Proposal the vote is in support of the Change Proposal, then the Change Proposal shall be implemented with effect from the later of:

- 10.1.1 the implementation date specified in the Change Proposal, or;

10.1.2 such date as the Chairman (acting reasonably) shall determine to be the earliest practicable date by which the Change Proposal can be brought into effect taking into account, without limitation, any system or operational changes required in consequence of the Change Proposal.

10.2 Where in respect of a Change Proposal the vote is not in support of the Change Proposal then the Change Proposal shall not be implemented and shall immediately lapse.

11. Implementation of Changes

As soon as reasonably practicable after the date of implementation of a Change, The Chairman shall publish on the website (www.esta.org.uk/aspcop) a revised version of the ASPCoP as modified by the Change, and in addition shall provide to each Representative by electronic mail a copy.

12. General

12.1 Notices

12.1.1 Unless otherwise expressly provided, any document, notice or other communication to be given to or made by any person pursuant to or in accordance with the provisions of this ASPCoP shall be in writing.

12.1.2 Any document (including, but without limitation, any representation, objection or report), notice or other communication may be delivered to the relevant person or sent by first class pre-paid letter, facsimile transmission or electronic mail to the address, facsimile transmission number or electronic mail address of that person specified by that person for the time being as being that person's address or facsimile transmission number and shall be effectual notwithstanding any change of address or facsimile transmission number which is not notified by that person.

12.1.3 Each such document, notice or other communication shall be treated as having been given or made and delivered, if by letter two (2) Working Days immediately following posting, if by delivery when left at the relevant address, and if by facsimile transmission or electronic mail, upon receipt by the addressee of the complete text of the document, notice or other communication in a legible form.

12.2 Non-receipt

No accidental omission in sending any document or notice or other communication to, or non-receipt of any document or notice or other communication by, any person pursuant shall be capable of invalidating any act or thing done pursuant thereto.

12.3 **Consequences of these Provisions and Confidentiality**

- 12.3.1 The provisions of this ASPCoP shall not give rise to or impose any duty, obligation or right (whether in contract, tort, trust or otherwise) on ESTA, the Management Committee or their representatives and consequently shall not give rise to any action or claim or liability pursuant to, in relation to, in respect of or in connection with the ASPCoP.
- 12.3.2 No member of the Management Committee or their representatives (or its alternate) shall be liable (in whatever capacity) and no employer of any such person shall be vicariously liable for any act or thing done or omitted to be done pursuant to, in relation to, in respect of or in connection with the provisions of this ASPCoP.
- 12.3.3 No act of thing done or omitted to be done by the Chairman, the Management Committee or any Customer (or any employee, director or agent of the Chairman or any Customer) pursuant to, in relation to, in respect of or in connection with the provisions of this ASPCoP shall give rise to any action or claim or liability by any Customer against the Chairman, ESTA, the Management Committee (or any such employee, director or agent of the Chairman).
- 12.3.4 Nothing in or arising as a consequence of the provisions of this ASPCoP is intended in any way to limit or negate the ability for the time being of any Customer or the Chairman to seek to discuss any issue or matter or to give rise to any consequence in respect of any contractual relationship (other than pursuant to a Change Proposal) which may, from time to time, exist between any Customer and the Chairman.
- 12.3.5 Nothing in the provisions of this ASPCoP shall oblige or impose any duty (whether expressly or impliedly) on the Chairman or the Management Committee.
- 12.3.6 Any person who provides any information for the purposes of or pursuant to the provisions of this ASPCoP may require that such information may only be made available subject to such confidentiality undertakings as such person may require save for a disclosure under Clause 6.5.

Summarised Change Proposal Steps		
TimeLine Working Days (WDs)	Step	Notes
	Change Proposal (CP) Raised & Submitted to Chairman	CP must be provided to Chairman at least 10 WDs before next meeting of Management Committee (MC) or else it is carried forward to next meeting
	If compliant it is added to agenda of next meeting and CPs are circulated with the agenda	
D	At Management Committee Proposer gives presentation on CP	If proposer is not present it is carried forward to next meeting
No later than D+5 WDs after the MC	Proposer notifies Chairman of requirement for CP to proceed to Consultation Phase	
No later than D+8 WDs after MC	Chairman to issue CP for Consultation to all Stakeholders and representatives.	
No later than 10 WDs from issue of CP for consultation	Comments to be submitted to Chairman	
No later than 13 WDs from issue of CP for consultation	Chairman to circulate all comments received to all Stakeholders and representatives	
No later than 18 WDs from issue of CP for consultation	Votes to be submitted	No assumption will be made if a vote is not submitted
No later than 23 WDs from issue of CP for consultation	Chairman to issue report setting out result of the Vote and timetable for implementation.	

D = Start of formal process. The table is for guidance only and does not include extensions and appeals