ScottishPower
energy management

Sonia Brown
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Office of Gas and Electricity Markets
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10th December 2004

Dear Sonia,

National Grid Transco – Potential Sale of Gas Distribution Networks Businesses Final Regulatory Impact Assessment.

Thank you for the opportunity to respond to this consultation. This response is submitted on behalf of ScottishPower UK Division, which includes the UK energy businesses of ScottishPower, namely ScottishPower Energy Management Ltd, ScottishPower Generation Ltd and ScottishPower Energy Retail Ltd.

We have provided an executive summary, on the understanding that Ofgem will be required to provide a summary of our views to the Authority. I hope the more detailed comments also prove useful. Please do not hesitate to contact us should you wish to discuss any aspect of our response in greater detail.

Regards,

Alex Brennan

Alex Brennan
Commercial & Regulation Director

Executive Summary

SP believes that the proposed sale of gas distribution networks (DN) is not in the interests of customers and would inevitably result in an early increase in retail gas prices because of higher costs imposed on gas shippers and suppliers as a direct consequence of the sale. SP believes that the Authority would be failing in its primary duty to protect and advance the interests of consumers were it to approve the proposed sale.

By Ofgem's own analysis the proposed sale would involve significant upfront costs while any potential benefits would be much less certain and, even in the most optimistic scenario, would not be realised for several years. Had Ofgem been able to secure more tangible benefits for customers by way of an early change to the DN price control or other verifiable customer benefits to offset the increase in supplier and shipper costs, then SP would have supported the proposed sale. Ofgem has not proposed or secured any verifiable benefits for customers and has accepted that no customer benefits will be achieved until after the next price control in 2008. By contrast the additional costs resulting from the proposed sale will be incurred in the short term and with much greater certainty than any of the longer term benefits assumed by Ofgem in its Impact Assessment (IA).

We note that 95% of the benefits assumed by Ofgem are attributable to tighter regulation, which Ofgem believes could only be achieved through comparative regulation. We do not accept that Ofgem could not tighten the regulation on Transco to drive many of the efficiencies that Ofgem assume could be achieved without the need for the industry to take on the substantial cost burden associated with the proposed sale.

There has been a series of impact assessments on this issue incorporating a wide range of assumed benefits. We believe this confirms the uncertain nature of the benefits that Ofgem has assumed. It would be appropriate to apply a much higher discount rate to the assumed benefits (when compared to the assumed costs) to reflect this uncertainty when assessing the NPV of the proposed sale. We believe that a more realistic IA would have led Ofgem to the conclusion that, without verifiable and early customer benefits directly attributable to the sale, the "no sale" option is in the best interests of gas consumers, with respect to both cost and service.

We are also concerned that efficiencies obtained by the purchasers of the DNs for their shareholders could potentially compromise safety and security of supply. Finally Ofgem should note that the additional investment costs imposed on shippers and suppliers will be particularly difficult for smaller companies to bear and as a result, competition in the industry is likely to be adversely affected throughout the gas supply chain.

Process & General Comments

We appreciate the time and effort put into this whole process by Ofgem and for the sheer volume of output surrounding what has really been an NGT exercise on behalf of its shareholders. Many other stakeholders have found it difficult to employ the resources to cover the pace of progress towards the Authority decision and we are disappointed that we were not able to hold a seminar for all industry participants which would have allowed us to canvas views as the process progressed. We trust that this will be an opportunity for the viewpoints of all industry parties to be fully considered and referenced.

Ofgem have a principal obligation to protect the interest of consumers. Throughout the document there is reference to the "potential" benefits that DN Sales will deliver. However prior to these benefits being realised, Ofgem recognise that Shipper/Suppliers will incur costs and that these costs will require to be passed through to the end consumer (Summary Document, Final RIA). While a customer safety net is mentioned, it would appear that this provision would not immediately become payable if the projected benefits do not materialise. In April the authority indicated that the customer safety net was only likely to be required if one DN was sold or if a single buyer bought all DNs. Therefore within the current Sale structure it is envisaged that no compensation will be available to consumers where the costs outweigh the benefits.

It is envisaged that the principal benefits to Shippers/Suppliers might be seen by a reduction in Transportation Charges. At this time, we have concerns that these benefits may be overstated and the costs incurred through changes driven under the banner of DN Sales understated and that these will not be recouped through the Transportation Charging mechanism. Indeed benefits if they are to materialise may not be seen until 2012/2013 and may not be at the level predicted by Ofgem's analysis.

The benefits projected by Ofgem, taking into account low benefits and high Shipper costs equates to 21p per customer each year for a period of 18 years. Ofgem state that approximately 95% of the estimate of the potential benefits to customers that could arise from the proposed sale of DNs relates to comparative regulation, with only 5% benefits as a result of the commercial framework. Taking this into account, the net benefits to the customer as a direct result of the sale will equate to 1p per customer.

SP is concerned that while the overall costs per Shipper/Supplier will be similar, the costs per customer may be substantially different and therefore will discriminate against those with smaller portfolios.

In the absence of a Meter Services Agreement I&C Contract being presented by NGT, which is acceptable to SP, we believe that there are significant costs in terms of metering. SP are concerned that in order to facilitate the sale of the Networks that NGT may be willing to offer Market participants an extension to the existing Legacy Contracts. In the envisaged timescales this may be construed as producing an anti-competitive contract. In addition, siteworks, new connections and emergency provisions need to be supported by contractual changes. These changes will involve amendments to existing and/or the negotiation of new contractual arrangements and further details are provided within our comments on Shipper/Supplier costs. This will lead to an increase in the number of invoices received and the validation of these. The timescales to implement system changes to reflect the new contractual arrangements will be extensive and as a consequence the timeline to implement will not be achievable.

Through the NGT Blackwater Project, it has now been recognised that there will be an impact on the agent appointment activities within the Change of Supplier Process. This is a direct conflict to the assurances previously given by Ofgem that DN Sales would not be allowed to affect the Change of Supplier process. In addition NGT have now recognised that the transitional arrangements will potentially require changes to the RGMA file formats. If this is the case, a change proposal will be required to be submitted for approval through the SPAA Governance mechanism and this will in turn increase the IT costs and implementation timescales.

Due to the way in which the metering arrangement will be managed utilising multiple parties, SP believe that there is a significant risk to the erosion of guaranteed standards and ultimately emergency service response. It should be noted that the gas Standards of Service already significantly currently lag behind electricity performance.

Views Invited

Sale Or No Sale

We have stated "No Sale" on the basis of the information that we have. There is not enough certainty that there will be benefits to outweigh the costs of adapting to the sale. The potentially massive costs associated with the DN sale and dealing with multiple entities could destroy any benefits to customers which would accrue from reform of the existing regime. Up front tangible costs are completely disproportionate – and with potential to grow – to the intangible possible future benefits – and this will be reflected in customer costs. As stated, we have concerns that Ofgem would not be meeting its obligations to customers should the sale proceed and hence we oppose the sale, in its present format.

Comparative Regulation

SP support the introduction of comparative regulation within regulated Gas Distribution Networks, as we believe that this will give clear indicators and comparators to judge their effectiveness. However, we believe that this can be achieved through separate Price Controls for each DN controlled by NGT and that a sale of Networks is not required to facilitate this. Indeed within Ofgem's document on the "Separation of Transco's Distribution Price Control – Final Proposals" it was stated that the introduction of separate price controls for each DN would have the advantage of introducing:

"opportunities to compare the performance of regional networks and so enable more effective regulation; and
"the creation of greater management focus and promote savings which can be shared with consumers"

SP believe the benefits of comparative regulation outlined within the Final RIA are not reliant on a sale taking place. Therefore the perceived benefits of the sale of Distribution Networks to Independent Owners should be presented under separate cover.

95% of the base case benefits of £225m in present value terms are estimated to be derived from the introduction of comparative regulation. Therefore 5% benefits will be achieved through efficiencies directly driven by DN Owner initiatives.

The concern we have is that Ofgem states that comparative regulation has been successfully deployed in both the Electricity Distribution Markets and the Water Industry in England and Wales. This may well be the case however this has not always resulted in lower costs for the end consumer. With regard to the Water Industry the latest report by OFWAT for 2004-05 states that: "In April 2004, household customers will see an average increase in their water bills of 3% (excluding inflation). Since privatisation in 1989, average household bills for water have increased by 24.6% (excluding inflation).

The model of comparative regulation may have been successfully implemented within these Industries, but such price increases for the consumer are clearly not "protecting the interests of the consumers". Sadly there is nothing which "guarantees" that benefits are realised and passed on to consumers, such as a financial bond or anything which might be seen as "fettering Ofgem's discretion" ahead of the next price control.

Management Teams

At this point we are unsure who these management teams will be and the make up of such teams. With regard to "Best Practice" there is no evidence to support the argument that this will drive efficiencies.

SP is unclear how these benefits will be driven out to ensure that Shipper/Supplier costs are met and ultimately that the interests of consumers are protected from higher gas bills as a direct result of DN Sales.

Risk of inefficient fragmentation of shipper interfaces

With regard to the introduction of an Agency to co-ordinate the activities and functions that are currently provided by NGT, we understand that a Licence obligation will be placed on DN Owners to provide common services with common systems and procedures. While this gives a degree of surety to Shippers/Suppliers there is still the option for these services to be sub-contracted to a common service provider therefore leading to complexity in the area of communications between multiple parties. SP is concerned that there is no provision to preclude DN Owners from moving services from single Agency to multiple Agencies. This will potentially lead to fragmentation of interfaces and will result in increased costs for Shippers/Suppliers and ultimately customers.

The Agency will primarily manage the Change of Supplier process and supporting activities that DN Owners are required to provide under Licence Obligations however, there will be fragmentation of interfaces for Shipper/Supplier and customer activities that will not be managed by the Agency. These being metering, new connections and siteworks where multiple interfaces will be required thus giving further complexity. The level of detail of how these activities will operate within the new regime is still unclear at this point although limited information has now been gained by the Industry with regard to transitional metering arrangements that will be offered by NGT. We will have to enter into contractual negotiations with the new DNs in order to ensure that these and associated processes can be managed with minimal impact to customers. This will be a "real" cost to Market participants to support these transitional arrangements together with the costs to support post "hive-down" arrangements. Indeed, SP has sought clarification from NGT on a large number of important issues that we believe are fundamental if the transitional arrangements are to operate effectively. A list of these questions is attached as an Appendix 1.

<u>This will not be achievable in the timeline, as currently proposed</u>

Promoting Competition

The sale has increased competition per se in Gas Distribution, albeit in a market where significant power still rests with NGT along with the opportunity to exploit the dominant position. However, we believe that this will be at a cost to the rest of the market who are impacted by the costs right through the gas supply chain. The complexity of dealing with multiple entities and the costs required to develop the systems necessary to implement changes required will be disproportionate on smaller players – we are sure this is something that Ofgem will have noticed in the responses that they received outlining costs.

We also believe that if the costs to Shippers and Suppliers are not recoverable in the short term then this may result in some of the parties reconsidering continued participation in certain areas of the market.

The sale is more likely to prevent the development of competition than enhance it.

Security of Supply

We are also concerned that should there be efficiencies, then these could be centred on staff reductions which in turn would leave us concerned over the Health and Safety and Security of Supply issues. We would prefer that Shippers/Suppliers could have visibility of each DN Owners safety case to ensure what procedures are operating.

Another concern we have is that applying the Exit and flexibility product allocation product proposition at storage sites – which behave completely different in their relationship to the system than other supply points - will compromise security of supply and decrease system efficiency in terms of the level of flexibility available by making the storage market less attractive for participants and no long term signals because of a move towards the day ahead purchase of capacity for storage.

With regard to the current PEMS arrangements with Transco, it is unclear whether the obligations within this agreement pass to new Network Owners to ensure that extensive nationwide cover is maintained? Under current arrangements Market participants are also able to recoup the cost of the work undertaken due to the Meter Asset Managers failure to provide a meter asset fit for purpose. It is not evident from the RIA that the Independent Distribution Network Owners will take on the responsibility to reimburse Suppliers for the failure of the equipment on their networks, either directly themselves or via their Meter Operator.

NGT have an obligation to enter into an agreement for the provision of emergency services with IGTs where there is a loss of supply. The terms of this agreement have to be offered at a reasonable rate. In addition to this IGTs have negotiated a contract agreement with Transco to ensure the replacement and repair of meters. It is not evident from the RIA if the IDN Owners will share the obligation of this agreement until it expires in 2006.

SP view these emergency arrangements as vital in ensuring that customers are not left without a supply for an extended period of time. In the interests of safety and ensuring that the end users supply is restored at the earliest opportunity, it would be sensible for a permanent repair to be undertaken whenever possible. If a ‘make safe’ service alone is obliged, IGTs will then be required to make separate arrangements to ensure the continuity of supply. As many IGTs operate UK-wide, it may be difficult to secure a contract that offers the adequate level of response and geographical cover at a reasonable premium. If IGTs have to procure this service at unreasonable rates, this will no doubt be passed through to Shippers/Suppliers.

Any Other Key Issues

As mentioned previously, widespread and detailed changes will be required to operating practises and contractual arrangements as a result of metering, new connections, siteworks and emergency procedures. To support these activities through Shipper/Supplier systems adequate time is required to develop, test and implement these changes.

SP believe that the timescales envisaged do not allow for a thorough impact assessment to be carried out in order to ensure that the customer does not suffer as a consequence of a rushed implementation

Agency and Governance

Within our response given to the above RIA, the SP preferred option for the Agency would have been Option F this would have minimised the fragmentation of interfaces in respect of metering and connections. This would have been a benefit not only to Shipper/Supplier but also to customers as one point of contact would have been assured.

With regard to the Governance Entity and the formation of the "Joint Office", SP are concerned that no formal consultation has taken place on the format of the Joint Office.

We are aware that a high level paper was produced by NGT on the Joint Office and that this was presented to DISG, however we do not believe this to be sufficiently robust form of approval.

Exit

We do not believe that Exit regime reform is necessary as part of the DN sales process, and believe it should be treated independently of the sale process and on this basis not figure in any IA or be central to the decision on sale or no sale.

We have concerns about the application of a generic product to storage sites for the reasons mentioned under "security of supply" above.

We believe that pricing will be less transparent under the new rules proposed for Exit than they are at the moment and see no reason to assume that people will behave in auctions in a way which sends any signals for investment.

At the present time, we do not believe that enough information has been made available to the market for us to understand the financial implications of these significant changes at Exit, or how the new regime will deliver allowed revenue alongside the supplementary arrangements at entry. However, we appreciate that workgroups addressing these things are ongoing. We believe this is another key area of change which could significantly add to our original cost estimates.

We would hope that any interim arrangements which are necessary regarding Exit and Interruption mirror existing arrangements very closely. In this way we avoid costs associated with developing the systems and procedures being escalated to cope with a set of transitional requirements, as well as the new regime. We would also favour trialing the new arrangements during the interim period.

Competition in the gas distribution, wholesale and retail markets

With respect to Gas Distribution, SP is actively involved with IGTs and have experienced difficulties when dealing with the diverse nature of their associated charging methodologies and bespoke working practises. Competition within this area has not resulted in benefits for the end consumer with many market participants charging differing tariffs to account for higher costs in supplying customer over these Networks. DN Owners will operate regional monopolies, as the customer does not have the opportunity to choose their Distributor, therefore the benefits pass-through to the end consumer is primarily reliant on the performance of the incumbent DN Owner and their associated Price Control.

Retail markets will be adversely affected by the costs incurred by market participants in order to facilitate the system development and changes associated with fragmentation of interfaces with DN Owners. This was reflective of the costs submitted by SP within the proforma request, which was complied using Ofgem's Guideline Notes. Ofgem states that its principal objective is "to protect the interests of consumers" and will consider DN sales in terms of the cost impact to customers. However, the Summary under the "Potential Costs to Customers a result of DN Sales" states that "Given that all shippers and suppliers would incur the costs of the result of DN Sales, Ofgem considers that for DN Sales to proceed, costs would need to be incurred by the customers". The pass through of benefits will primarily be achieved through the reduction in Transportation Charges but there is no certainty that these reductions will materialise. Transportation Costs may remain at the current level or higher in order to allow individual DN owners to maintain their networks to the expected standards of the HSE.

Income Distribution

SP believe that there may be future positive metering initiatives that will assist the management of fuel poor customers, however there is no direct correlation between DN Sales and the choices made by market participants on future metering technology.

SP believe in the short term there may be a detrimental effect as a consequence of Shipper/Supplier costs being passed on to the customer.

Key risks on benefits not being realised and potential costs being understated

SP is of the opinion that the sale of DNs are not required in order to drive out cost savings and efficiencies. These can be achieved through separate Price Control mechanisms being put in place for individual Networks. The figures presented by Ofgem on the level of benefits that could be achieved through the sale would appear to suggest that NGT are currently operating the Networks inefficiently and that cost and efficiency savings can be driven out without the need for a sale. Comparative regulation would then exist with each Network being measured against each other. As Ofgem have indicated there are risks associated with the Sale and that the estimated potential benefits may not be realised.

SP would agree that the potential costs within the key activities of metering, connections, siteworks and emergency protection to customers could be understated due to the lack of detailed requirements that will be needed to operate these activities. Only when the full extent of these changes and interfaces are transparent and fully understood, will specific costs be understood. However, the timing to undertake this activity would cause concern to SP and to customers themselves.

While Ofgem believe there is a low probability of GTs choosing to opt out the Agency, the Licence Conditions requires to be strongly worded to ensure that adequate safeguards exist for Shippers. With regard to the Agency 'User Group', we are concerned that the interests of Shippers and consumers are not adequately protected to ensure that GTs are prevented from degrading the level and quality of service currently provided solely on the basis of cost. For example the provision of a customer enquiry service is fundamental in supporting the change of supply process as any degradation in service, while still fulfilling the DN Owners Licence obligation will have an adverse impact on customer expectations.

We are concerned that if DN Licence Conditions are not suitably robust, they could have an adverse impact on customer service and supply.

Shipper Costs

We are somewhat concerned that Ofgem have chosen to dismiss the metering costs associated with the direct activities that will be required to be carried out in order to support transitional and longer term arrangements with the DN Owners. It is quite clear in the absence of any further legacy contracts that there will be significant implications to current processes and procedures. At recent presentations conducted by NGT on metering transitional arrangements, Ofgem were present and should have an understanding of the effects that proposed changes will have on market participants post DN Sale. Additional effects on customers have also been omitted from this area specifically for new connections.

Identified below are the number of contractual arrangements that may be required to support the DN Sales in terms of metering, siteworks and emergency provision.

32 commercial contracts in total (per company) will require some form of re-drafting or modification prior to implementation of DN Sales

- Both Provision & Maintenance and < 7 bar will need re-drafted and signed by market participants to allow novation of meters to OnStream prior to DN Sales (2)
- Every IDN will have to have a suite of 5 RGMA contracts in place with each company. These contracts are:
  - Provision and Maintenance
  - Transactional meter works >7bar
  - Transactional meter works <7bar
  - Adversarial meter works
  - System User Agreement
- Every iDN will need to have PEMs arrangements in place (4)

- Every iDN will need to have Siteworks contracts in place per company (4)
- 2 revisions of the MSA contracts with TMS will need changing (2)

The costs of securing legal resources and credit arrangements to support these contracts will be significant and therefore require to be included within the overall costs.

As stated within our summary, SP is concerned over the timescales for system development and the negotiation of contractual arrangements with each DN Owner to support metering and associated activities. The existing suite of contracts to support RGMA took in the region of 4 years to agree. The original proposal was for the Network Code provisions on metering to be a "lift and shift" into contractual arrangements. It is envisaged that this same principle will apply and that the existing RGMA Contracts will be "cloned" into new arrangements with new DN Owners. However, individual DN Owners and indeed market participants may be unwilling to sign these contracts as they currently stand and may wish to re-negotiate specific terms within these agreements.

The potential impacts on our RGMA solution are as follows:

Contract Maintenance

All transactions associated with a contract are referenced within any data flows. Should additional contracts be required to facilitate metering activities with other DN Owners, additional contract maintenance will be required. Multiple contracts may exist within geographical boundaries therefore this would require management of the contracts at a meter point level.

Metering Transitional Arrangements

There will be cost implications to support these arrangements and the questions contained within Appendix 1 previously submitted to Transco attempt to identify the extent of the work required to support these transitional arrangements.

The proposal from Transco Metering Services suggested the transitional arrangements would be supported via interim solutions. The impacts on market participants need to be fully investigated to ensure that the existing regime will continue to operate during this period. This would include impacts on appointments/de-appointments, asset work requests (where Project Blackwater has identified there will be process and flow changes) and migration of data after these arrangements have expired to the DN Owners or their Agents.

It has been identified that alternative processes will be required to obtain data for meters that are located within any independent DN from the standard query management tool. These processes exclude the use of the Rainbow Web Portal and reliance will be made on telephone calls to the Meter Operator.

Emergency – Security of Supply and Guaranteed Standards

Where a gas emergency straddles the DN boundary, it has been outlined that whichever DN Owner's emergency response team responds to the incident they will have the requirement to ‘make safe’. This is totally unacceptable and there will be serious implication if neither of the two DN Owners takes immediate responsibility.

DN Owners will be looking to achieve efficiencies across their Networks and this in turn may affect the restoration of supply to consumers and in particular incidents that affect customers on networks upstream and/or downstream of the affected Networks.

This may have an adverse affect on DN Performance with regard to Guaranteed Standards and SP would suggest that robust reporting is introduced to ensure that this is not the case.

Requirements under Licence Condition 21

There is an obligation to print the name and the address of the Gas Transporter on the reverse of the customer bill. Ofgem have stated that to overcome problems associated with the identification of the DN Owner post Sale that the name and address could be substituted by the insertion of a telephone number. Consumers who wished to find out the contact details of their particular Network Operator would use an enquiry service.

However, contrary to Ofgem’s assumptions within the Final RIA, costs will be incurred by market participants who will have to make amendments to their billing system to remove the existing details and to replace them with the new telephone number.

Obligations on the payment of compensation

SP has been actively involved in pursuing both Ofgem and Transco in order to obtain clarification of the arrangements post DN Sales. The main areas of concern are noted below.

Under Statutory Instrument 2002 741 (The Gas (Standards of Performance) (Amendment) Regulations 2002) a number of exemptions exist on the payment of compensation by GTs in the event of a gas incident. GTs are obliged to pay compensation to consumers where gas is not restored within a 24 hour period. However where the damage to the pipe-line is caused by the act or default of a person other than an officer, employee or agent of the GT or a person acting on behalf of the GT or by water which has escaped from a pipe owned by a water company no payment is made. For customers connected to networks other than to Transco, third party and water ingress interruptions are excluded. Transco has in place special arrangements (via a Letter of Understanding with Ofgem) to make payments to customers in line with the agreed payments under the Guaranteed Standard

Transco, Ofgem and Water Companies have also agreed a Memorandum of Understanding (MOU) to pay compensation to customers over Transco's Networks that are affected by water ingress. The MOU does not cover water ingress on Networks upstream and/or downstream of the affected Networks if owned by an IGT. Transco have in the past made goodwill payments to customers affected on adjoining Networks, however no formal obligation exists.

With the proposed Sale of Distribution Networks by Transco, clarification has been sought on whether the terms of the MOU will automatically transfer to the new DN Owners or will separate arrangements require to be put in place. Importantly, clarification is required on whether the terms of the MOU can be extended to cover IGT Networks in order to ensure that payment of compensation is continued regardless of whatever Network a customer is supplied across. Until this clarification is given Market participants can no longer assume that a customer who is off supply will automatically be entitled to compensation. Ofgem are fully aware and are currently reviewing the situation.

Appendix 1 – Questions passed to Transco re metering transitional arrangements

1. Will 'Hive down' be 1st May as stated as this will be a month before the DN Sales complete. Will we need to rebuild systems prior to that?
2. On the issue stated in the last presentation that the contracts will be substantially the same, have DNs confirmed that they would need to negotiate terms with suppliers? What will be the forum for this? And how will it be managed?
3. In the overview diagrams supplied in the presentation of November, it was implied that TMS will provide Temporary flows on behalf of the DN. Would suppliers have to accept files from other sources other than Rainbow? What will be the SLAs for the offline systems and databases?
4. For the Asset Works Diagram it states that an ONJOB will flow from the DN? Why would that be? What is the replacement ONJOB? Why would I receive an ONUPD from a DN?
5. In terms of the invoicing. How does this fit into the MSA contract changes in May next year?
6. Will IDNs provide AMW service for suppliers?
7. How will our contract references be altered by all the new contracts that are required?
8. TMS currently have a rejection management in place for all rejected jobs. How will the DNs cope with this change?
9. How will the DN's carry out Policy work
10. How will queries be handled and who will the go to. What will be the standard and input mechanism? Back to e-mails?
11. What is the testing regime and timescales for the changes already proposed?
12. We need an MDIG forum for this DN Sales process that reports into the CRG. Will Transco support this?