

# Automated Meter Reading (AMR) Service Providers

## Code of Practice for Gas Meters

ASPCoP

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ASPCoP  
C/o ESTA  
86-90 Paul Street  
LONDON EC2A 4NE

T: 020 3773 8165

E: [info@aspcop.org.uk](mailto:info@aspcop.org.uk)

W: [www.aspcop.org.uk](http://www.aspcop.org.uk)

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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

Any enquiries regarding this document should be addressed to:

The ASPCoP Management Committee  
C/o ESTA  
86-90 Paul Street  
LONDON EC2A 4NE  
T: 020 3773 8165  
E: [info@aspcop.org.uk](mailto:info@aspcop.org.uk)

## Definitions

Accreditation	The process by which an ASP must gain or retain accreditation by demonstrating that they comply with the ASPCoP which will include an Audit process
Accredited	A party gaining or retaining ASPCoP membership through successfully passing the Accreditation and Audit processes.
AMR	Automated Meter Reading - AMR is the process of automatically collecting data from a utility meter not defined as a Smart Meter. The term AMR can refer to various types of technical solution and communication means and can support various meter read periods.
AMR Device	A device incorporating AMR Technology which is not integrated within a utility meter
AMR Manufacturer	The party manufacturing the AMR Technology
AMR Service Providers (ASPs)	Businesses or organisations that offer provision of consumption data from a utility meter collected through an AMR system to a number of parties including consumers, gas shippers, gas suppliers, transporters, energy brokers and energy management companies
AMR Technology	The technology used to facilitate the remote collection of data from a utility meter
Appeals Committee	Committee to hear appeals consisting of the ESTA CEO (who will act as Chairman of the Committee), the acting Chairman of the Management Committee and either the Auditor (if the appeal is non-Audit related) or one Management Committee representative who is not a member (if the appeal is Audit related).
ASP	An Automated Meter Reading Service Provider
ASPCoP	Automated Meter Reading Service Providers Code of Practice
Audit	The process 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
Change Proposal	A request by a Party/Stakeholder to change the ASPCoP in accordance with Appendix VI
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 action or fact of complying with this code of practice and Compliant will be construed accordingly.
Consumer	The party registered with a relevant gas supplier as the user of gas at a site or premises.
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, gas shipper, gas transporter, energy broker, energy management company or Supplier).
Embedded Meter	A utility meter having integral AMR Technology
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 beyond the parties' reasonable control.
Gas Supply License	The License required to supply gas in the UK as issued, amended and updated from time to time by the Office of Gas and Electricity Markets (Ofgem)
Information Protection Advisor	An appointed individual who advises implications of Data Protection law and develops the company's privacy and data protection policies.
Insolvency Event	Insolvency event - means in relation to any person or organisation, where: (a) an admission of its inability to pay its debts as and when they fall due or becomes or is deemed to have become unable to pay its debts; or (b) an encumberancer or creditor attaches or takes possession of any of the person's property or assets or any distress, execution or other process being levied or enforced against any of its property or assets; or (c) it commences negotiations with any creditor with a view to the readjustment or rescheduling of any of its indebtedness; or (d) any action or any legal procedure commenced or other steps taken (including the presentation of a petition or the filing or serving of a notice save for any winding up petitions which are frivolous or vexatious and are discharged within 14 days of presentation) with a view to: (1) it being adjudicated or found insolvent; or (2) its winding up or dissolution; or

	<p>(3) the appointment of a trustee, receiver, administrative receiver, administrator or similar officer in respect of it or any of its assets; or</p> <p>(e) anything analogous to, or having a substantially similar effect to, any of the events specified above occurs in any relevant jurisdiction.</p>
Meter Asset Manager (MAM)	The party approved by SPAA who manages the meter asset.
MAMCOP	The Meter Asset Managers Code of Practice as published by SPAA Ltd and as updated from time to time.
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 as defined by SPAA
Member	A currently Accredited ASPCoP signatory
Member Representative	The person acting as representative of the Member to ASPCoP
Meter Asset Provider (MAP)	The person or organisation 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 (MPU) Agreement	An agreement between a MAM/MAP and an ASP to allow the connection of the AMR equipment to the MAM/MAP's metering equipment
Pulse Output	A pulse output from a meter representing the amount of gas passing through the meter and to which an AMR Device can be attached (subject to MAM/MAP agreement).
Ofgem	The GB energy industry regulator as appointed by the UK government through the Gas and Electricity Markets Authority.
Parties/Stakeholders	Members of the ASPCoP and members of the Management Committee.
Responsible Person	In relation to any premises, means the occupier of the premises, or any person with authority for the time being, to take appropriate action in relation to any gas fitting therein. In situations where there is also a duty holder e.g. rented premises, the Landlord and their representative (managing agent) also attract 'Responsible Person' status and will also need to be informed of any unsafe situation identified and the risk classification applied.

Shipper	The party contracting with the relevant Transporter for the delivery of gas to the consumers' site.
Smart Meter	A utility meter built to the UK government's Smart Metering Equipment Technical Specifications (SMETS)
SMIP	The UK Government Smart Metering Implementation Programme
SPAA	Supply Point Administration Agreement
Supplier	The party commercially supplying the gas to the Consumer.
Transporter	The party transporting gas to the Consumer's site.
Working Day	In relation to a company, a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the UK where the company is registered.

## **1 Scope**

- 1.1 This Code of Practice ("CoP") is aimed at (AMR) Service Providers (ASP's), who provide data relating to gas consumption by Consumers. The CoP is hereafter referred to as the ASPCoP.
- 1.2 The ASPCoP is a voluntary CoP, in that it is not underpinned by legislation and therefore does not confer any new legal obligations or rights on any party. Its purpose is to inform on best practice and establish minimum standards for ASPs.
- 1.3 The scope of this document details the minimum requirements (technical and other) relating to the provision of gas consumption data (cumulative and interval) necessary to gain Accreditation to the ASPCoP.
- 1.4 The ASPCoP is designed to cover requirements to be undertaken by an ASP relating to AMR Device installations and data handling for non-domestic gas Consumers but does not cover commercial and business information flows required between the Supplier, MAM or any other 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 Although the information contained in the ASPCoP will 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.
- 1.7 Neither the Management Committee, ESTA, the Chairman or a Consumer will 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 Chairman and the Management Committee and the time for performance of that obligation will be extended by a period equal to the period of the Force Majeure.



## 2 Background and Drivers

2.1 ASPCoP is designed to provide a common standard in order to promote an enhanced level of interoperability and provide better quality of data to meet both the UK Government requirement on Suppliers in the provision of advanced metering in the non-domestic gas sector as well as Consumer efforts to reduce energy consumption.

2.2 The Government modified the Gas Supply Licence conditions in April 2009 requiring Suppliers to roll out advanced gas meters (effectively AMR) to their larger non-domestic gas Consumers (those consuming over 732,000 kWh/year).

2.3 Extract from Gas Supply Licence

*"For the purposes of this condition, an advanced meter is a Gas Meter that, either on its own or with an ancillary device, and in compliance with the requirements of any relevant Industry Document:*

*2.3.1 Provides measured gas consumption data for multiple time periods, and is able to provide such data for at least hourly time-periods; and*

*2.3.2 Is able to provide the licensee with remote access to such data."*

2.4 In addition to 2.2/2.3, the government has allowed, under certain circumstances, for the further installation of advanced gas meter solutions as part of the Smart Meter Implementation Programme (SMIP) which is an energy-industry led programme which aims to roll-out approximately 53 million smart electricity and gas meters to domestic properties and non-domestic sites in Great Britain by 2024.

2.5 When applied to gas meters which are not Embedded 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 specific gas meter installation skills.

2.6 However, the AMR installer must ensure that any AMR Device being 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 If a Member is affected by Force Majeure it must immediately notify any other directly affected party of its nature and extent.

### **3 Key Aims and Objectives**

- 3.1 The aim of this ASPCoP is to provide a standard for the operation of an ASP business that provides relevant services covered by ASPCoP. Adherence to the ASPCoP ensures the ASP operates to these standards including equipment installation, integrity in the processes of meter reading, data collection, data processing, adjustment, collection and data delivery. ASPCoP also requires adherence to other relevant standards, regulations and legislation (examples listed in Appendices I & III). ASPCoP is designed to promote the use of 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 must demonstrate compliance with thus promoting enhanced confidence in the market.
- 3.3 The aim is:
- 3.3.1 to provide confidence to users of relevant services covered by this ASPCoP such that when they purchase an AMR service from a Member ASP they know it will be compliant with and operate to a set of agreed and defined standards.
  - 3.3.2 to enable competition, where possible by use of “open standards”
  - 3.3.3 to promote interoperability and the use of standard data formats.
  - 3.3.4 to provide reliable data, safe AMR Device installation and interoperability.
  - 3.3.5 to encourage recognition, reference to and use of the ASPCoP both by participants in the energy market and Consumers.

#### **4 Parties & Stakeholders**

- 4.1 ASPCoP Members, Management Committee members and, where appropriate, other gas industry stakeholders will be consulted on views prior to any change to this document.
- 4.2 For the avoidance of doubt, membership of Energy Services and Technology Association Limited is not a prerequisite to becoming a signatory to the ASPCoP.
- 4.3 Accreditation under the ASPCoP is non-transferable and may only be assigned with the written consent of the Management Committee.

## **5 Management Committee, Governance & Change Process**

5.1 This ASPCoP may be changed at any time following appropriate consultation with relevant Stakeholders, in accordance with the Change Process set out in Appendix VI, and review by the Management Committee.

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 and the Chairman will not otherwise have a vote in proceedings of the Management Committee. The outcome of the proposal decided by the Chairman's tie-breaking vote will be final and binding.

### **5.4 Composition of Management Committee**

5.4.1 The Management Committee will be composed of:

5.4.1.1 the Group Chairman, being a representative of ESTA;

5.4.1.2 up to ten (10) representatives from Members;

5.4.1.3 one (1) Supplier representative;

5.4.1.4 one (1) Consumer representative.

## 5.5 Management Committee Representatives

### 5.5.1 Election

5.5.1.1 Where the number of Members is ten (10) or less, each Member will be entitled to provide a Member Representative to sit on the Management Committee. Where the number of Members is greater than ten (10), each Member will be entitled to propose a Member Representative for election to the Management Committee from their organisation.

5.5.1.2 Elections for Member Representatives to the Management Committee will be ballot.

5.5.1.3 Where the number of Members is greater than ten (10), Member Representatives to the Management Committee will be eligible to run for a two-year term before either standing for re-election or stepping down. Members will vote for representatives and those with the highest number of votes will be appointed.

5.5.1.4 Supplier and Consumer Management Committee representatives will be appointed by the Group Chairman.

### 5.5.2 De-appointment

A Member Management Committee representative may be de-appointed from time to time by notice in writing to the Chairman from a 75% majority of the Management Committee and the Chairman will notify all representatives of each such de-appointment and, where necessary, an election held to appoint a replacement representative before the next Management Committee meeting or within 6 weeks whichever occurs later.

### 5.5.3 Resignation of Representatives

If any individual being a Member Management Committee representative notifies the Chairman that they wish to resign as a representative, they will cease to be a representative in accordance with the notice of resignation, and the Chairman will send a copy of such notice to all the representatives. Where necessary, an election will be held to appoint a replacement representative before the next Management Committee meeting or within 6 weeks whichever occurs later.

## 5.6 Alternates

- 5.6.1 Each Member Representative may, from time to time, by written notice to the Chairman, appoint (or revoke the appointment of) an individual from the Member's organisation to be such Member Representative's alternate. The appointment (and revocation of the appointment) of any individual as an alternate will be conditional upon the agreement of the Management Committee and will only be effective upon receipt of such written notice by the Chairman.
- 5.6.2 In addition to notices sent from the Management Committee to Member representatives, each alternate for the time being will be entitled to be sent such notices.
- 5.6.3 An alternate may attend and vote at any meeting of the Management Committee which is not also attended by the Member Representative (in their capacity as Member Representative) who appointed them and generally at any such meeting will have and will be able to exercise and discharge any and all of the functions, powers and duties of the Member Representative who will have appointed them. Any alternate representative may also be appointed as representative for one or more other members of the Management Committee who are not in attendance at a Management Committee meeting and will be entitled to vote in respect of each such Member who they are appointed to represent.
- 5.6.4 If an organisation ceases, for whatever reason, to be a Member, then the appointment of any Member Representative and alternate of the representative will also cease.

## 5.7 Meeting of the Management Committee

### 5.7.1 Purpose

Meetings of the Management Committee will provide a forum in which matters pursuant to the management, operation and development of the ASPCoP can be discussed.

### 5.7.2 Timing of meetings

- 5.7.2.1 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:
- 5.7.2.2 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 where the need for such additional meeting is supported by at least 2 Management Committee members;
- 5.7.2.3 no meeting will be held if there is no agenda item to discuss.

### 5.7.3 **Notice of meetings**

- 5.7.3.1 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 (if face-to-face), day and time of the meeting and to enclose an agenda and any supporting materials.
- 5.7.3.2 The agenda will be accompanied by a copy of all and any Change Proposals to be considered at the meeting received by the Chairman.
- 5.7.3.3 All notices convening meetings, together with agendas and all supporting materials, will 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.

### 5.7.4 **Quorum**

- 5.7.4.1 Four voting representatives (one of whom must be the Chairman representative) must be present at a meeting of the Management Committee for it to be quorate.
- 5.7.4.2 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.
- 5.7.4.3 Any meeting of the Management Committee at which a quorum is present will be considered competent to discharge matters pursuant to the management, operation and development of the ASPCoP.

### 5.7.5 **Form of meetings**

As well as meetings in person, 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 will 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 will count towards a quorum.

### 5.7.6 **Invitees**

5.7.6.1 The Chairman or a Management Committee representative may, from time to time, seek to invite any individual or individuals to attend and speak at all or part of a meeting of the Management Committee. Unless a Member objects or the Chairman determines (acting reasonably) that such a request is inappropriate (in which case the invitation will be withdrawn), the Chairman will 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.

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

## 5.8 **Members' Meetings**

The Management Committee will consider the need for separate Members' meetings to be held where the number of Members not directly represented by a Management Committee representative exceeds five (5). Where required, such meetings will take place directly following the ordinary scheduled Management Committee meetings and structure will follow a parallel path to the following Management Committee meeting clauses:

- 5.8.1 Timing with 5.7.2.1
- 5.8.2 Notices with 5.7.3
- 5.8.3 Quorum with 5.7.4
- 5.8.4 Form of meetings with 5.7.5
- 5.8.5 Invitees with 5.7.6



## 5.9 **Minutes**

The Chairman will ensure that the proceedings of meetings of the Management Committee and Members (where held) are minuted.

The Chairman will, 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 such meetings.

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

## 5.10 **Appeals**

In the event that a party disputes the decision of the Management Committee, they may appeal to the Appeals Committee in accordance with condition 8.2.

## 5.11 **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 they have 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 their interest and that the other members of the Management Committee do not consider such interest to cause conflict, then 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. If the other members of the Management Committee deem a declared interest to cause a conflict, then such Member will be excluded from the discussion on the relevant matters.

## **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 at their discretion to carry out site Audits 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 to confirm continuing compliance with the ASPCoP. These 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 Appeals Committee who will consider the appeal and whose decision will be final.

### **6.5 Publicity**

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

## **7. Complaints**

Where the Chairman or ESTA receive a complaint regarding an ASPCoP accredited ASP in regards to a breach of the ASPCoP standard or such other issue as may be cause for suspension of Accreditation (see Section 8) then the Chairman on behalf of the Management Committee will:

- 7.1 promptly notify the ASP that is the subject of the complaint of the nature and, where appropriate, detail of the complaint and;
- 7.2 investigate the complaint and report the findings to the Management Committee and;
- 7.3 agree with the Management Committee such further action as may be required in accordance with Section 8.

## **8. Suspension of Accreditation**

### **8.0 General**

The Management Committee may suspend an ASP's Accreditation in accordance with clause 8.1 if the ASP has, to the satisfaction of the Management Committee:

- 8.0.1 failed to maintain compliance with the ASPCoP standard; or
- 8.0.2 failed to make payment to ESTA of the prescribed ASPCoP membership fees; or
- 8.0.3 failed to provide suitable access or arrangements to enable such audits as may be required for initial accreditation or maintenance of accreditation; or
- 8.0.4 failed to cooperate with Management Committee requests associated with complaints raised in relation to an ASP's adherence to the ASPCoP standard; or
- 8.0.5 failed to undertake remedial action required by the Management Committee in relation to a complaint or other non-compliance with the ASPCoP standard within the specified timescale; or
- 8.0.6 made wilful misrepresentation in connection with the ASPCoP standard; or
- 8.0.7 carried out an act/s contrary or prejudicial to the objectives or the reputation of the ASPCoP standard; or
- 8.0.8 made use of the ASPCoP certification or logo in a manner likely to cause disrepute to the ASPCoP standard;
- 8.0.9 been the subject of an Insolvency Event; or
- 8.0.10 in the opinion of the Management Committee, experienced a material change in the nature of the work it undertakes which affects the conditions under which it was certified; or
- 8.0.11 ceased to trade; or

- 8.0.12 undergone a change of ownership of its business which materially affects the conditions under which it was certified; or
- 8.0.13 made a written request to the Chairman to cancel their accreditation.

## 8.1 **Process of Suspension**

- 8.1.1 The Management Committee will have the power to suspend an ASP's Accreditation with immediate effect if the Member, being a company:
  - 8.1.1.1 becomes unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986;
  - 8.1.1.2 issues an application for an administration order or a notice of intention to appoint an administrator in relation to the Company;
  - 8.1.1.3 passes of a resolution or order for the Company's winding-up, dissolution, administration or reorganisation;
  - 8.1.1.4 declares a moratorium in relation to any of the Company's indebtedness;
  - 8.1.1.5 makes any arrangement or any proposal for any arrangement with any of the Company's creditors;
  - 8.1.1.6 appointments a liquidator, receiver, administrator, supervisor or other similar officer in respect of any of the Company's assets; or
  - 8.1.1.7 is convicted by a court of competent jurisdiction of any offence being a breach of health and safety legislation or corporate manslaughter.
- 8.1.2 In circumstances other than 8.1.1, before deciding whether or not to suspend an ASP's Accreditation, the Management Committee will inform the ASP of the alleged breach(s) of the standard, and afford it an opportunity to offer an explanation and/or correction within twenty-eight (28) days of the date of such notification. The decision must be made within 6 weeks following receipt of any such explanation, or if no such explanation is given following the expiry of the twenty-eight (28) day period.
- 8.1.3 A decision to suspend an ASP's Accreditation under this Rule will be notified to the ASP promptly. Other than in 8.1.1, such a decision will not be implemented until after the expiration of twenty-eight days from the date of the notification of the decision.
- 8.1.4 Suspension of Accreditation will not affect any existing rights and/or claims that ESTA may have against the ASP and will not relieve the ASP from fulfilling their obligations accrued prior to termination.

- 8.1.5 Upon suspension of Accreditation the ASP must immediately cease all use of ASPCoP certification marks and logos.
- 8.1.6 The ASP must take all reasonable steps to ensure relevant third parties are kept aware as to the status of their ASPCoP Accreditation and any change thereto.
- 8.1.7 If the ASP ceases to be Accredited either due to suspension or because the ASP wishes to cancel their ASPCoP Accreditation, any fees paid or owed will not be refundable.

## 8.2 Appeals

- 8.2.1 An ASP ('the appellant') may make written representations to the Management Committee against any decision of the Management Committee to refuse the appellant's application for Accreditation or to suspend its ASPCoP Accreditation other than a decision to suspend made pursuant to 8.0.2 (non-payment of fees). Such written representations setting out the grounds upon which they are made must be served on ESTA, by recorded delivery, within fourteen days of the date of the notification of the decision.
- 8.2.2 Where representation has been received in accordance with 8.2.1 and such representation is judged by the Appeals Committee to not be vexatious then a ruling will be made by the Appeals Committee within 6 weeks from receipt of such representation and such ruling will be promptly communicated to the appellant with a short statement of the reasons for the ruling.
- 8.2.3 If the appellant does not accept the Appeals Committee's ruling, it may make a final appeal by sending the Appeals Committee written notice of its reason for rejecting the ruling together with its appeal setting out the grounds upon which the appeal is made and having annexed to it copies or particulars of all documents and other evidence to be relied upon at the hearing of the appeal. Such notice must be sent to ESTA by recorded delivery so as to arrive at ESTA's registered office within twenty-eight days of the date of recorded dispatch of the ruling, and the notice must be accompanied by such monetary deposit as the Appeals Committee may from time to time prescribe. If no appeal is made in accordance with this condition, the appellant will be deemed to have accepted the Appeals Committee's ruling.
- 8.2.4 Where the appellant makes a final appeal in accordance with 8.2.3, the Appeals Committee will give the appellant a minimum of twenty-eight days' notice, sent by recorded delivery of the date, place and time of the hearing of the appeal. The Appeals Committee and the appellant must each provide to the other all papers upon which it intends to rely at the hearing of the appeal not less than seven days before the hearing of the appeal.

- 8.2.5 Subject to these conditions, the Appeals Committee will have power to regulate its own practice and procedure, and the chairman of the Appeals Committee will have the power to extend any period within which anything is required to be done. The Appeals Committee will have the power to consider all the evidence available when the decision appealed against was made and any new evidence and to call witnesses. The appellant will be given a full and fair opportunity of being heard and of calling witnesses and cross examining any other witnesses testifying before the Appeals Committee and will be allowed to appear in person or to be represented by solicitors or counsel or any other person.
- 8.2.6 The Appeals Committee will have full powers to: (a) uphold the appeal and either to reverse or modify the decision appealed against, subject to any conditions that the Appeals Committee may apply; (b) to reject the appeal; (c) make an order for the payment of the reasonable costs of the appeal against the appellant.
- 8.2.7 Any sum deposited pursuant to condition 8.2.6 must be applied in such manner as the Appeals Committee may decide. In the absence of any order by the Appeals Committee to the contrary, each party will bear its own costs.
- 8.2.8 The decision of the Appeals Committee will be final and conclusive and will be binding on ESTA, the Management Committee and the appellant. The decision, which will include a brief statement of reasons, will be communicated in writing to the appellant, ESTA and the Management Committee as soon as practicable after it is made.

## **9. Code of Practice Requirements**

### **9.0 General**

In the ASPCoP, the terms “should” and “must” have the following meanings:

- 9.0.1 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.
- 9.0.2 the terms “must” prescribe procedures that are intended to be complied with in full and without deviation.

### **9.1 Safety and Installation**

Members of the ASPCoP must be able to demonstrate that works covered by this ASPCoP 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 areas and zoning. A participating ASP must 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 must be installed in accordance with appropriate standards by Competent Persons. A list of standards and procedures can be found in the Appendices.

### **9.2 Public Liability**

All Members of the ASPCoP must demonstrate that they have and maintain a minimum level of public liability insurance of at least £3 million pounds with an insurance company of good standing.

### **9.3 Accuracy, Assurance and Commissioning**

Members of the ASPCoP must be able to 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 must include end to end data integrity within their systems including the AMR Technology capability, data transfer, processing, storage and delivery.

Following the installation and commissioning of new AMR Technology it is required that Members of the ASPCoP ensure that a subsequent physical read or suitable alternative method is used for the purposes of verifying the accuracy of the automated read. Members must keep adequate records (see 9.6.2) and have a disaster recovery procedure in place in respect of the data they hold.

## 9.4 Automatic Reading of Data

- 9.4.1 All Members of the ASPCoP must demonstrate that they or their agents can:
- 9.4.1.1 automatically communicate with AMR Technology at sites and acquire and store data from AMR Technology;
  - 9.4.1.2 provide accurate data.

## 9.5 AMR Devices Minimum Capability

- 9.5.1 The AMR Technology when forming part of a gas meter installation must:
- 9.5.1.1 provide measured gas consumption data for multiple time periods, and be able to;
  - 9.5.1.2 provide such data for hourly or shorter time-periods; and
  - 9.5.1.3 provide remote access to such data.
- 9.5.2 The following types of documentation are appropriate to demonstrate Compliance that the AMR Technology and ancillary equipment are suitable for the intended use:
- 9.5.2.1 manufacturer's letters of conformance;
  - 9.5.2.2 a purchase specification;
  - 9.5.2.3 test certificates;
  - 9.5.2.4 equipment suppliers' or manufacturers' warranties.
- 9.5.3 An AMR Device or Embedded Meter must have 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).

## 9.6 Data Integrity

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

### 9.6.1 Data File Format

- 9.6.1.1 The ASP must be capable of delivering data in a format acceptable to gas supply industry parties.

### 9.6.2 Record keeping

The ASP must ensure that:

- 9.6.2.1 details of each AMR Technology installation are correct and fully recorded (as defined in IGEM GM7 see appendix 1 where appropriate), including location of meters and AMR Devices, the type of equipment and configuration;
- 9.6.2.2 valid data is being collected (i.e. from the correct metering installation; with the correct parameters and settings);



9.6.2.3 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.

9.6.2.4 demonstrate adherence to a documented quality system;

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

### 9.6.3 **Data Protection and Security**

9.6.3.1 All Members of the ASPCoP must comply with and use data in accordance with the General Data Protection Regulation (GDPR) and with all related legislation (together the "DP Legislation"). Accordingly, all Members of the ASPCoP must have in place adequate processes and procedures to ensure their compliance with this Clause 9.6.3.1.

9.6.3.2 The processes and procedures referred to in Clause 9.6.3.1 must include without limitation:

9.6.3.2.1 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;

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

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

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

## 9.6.4 **Disaster Recovery Procedure**

- 9.6.4.1 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.
- 9.6.4.2 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 integrity protected (see 9.6.2)
- 9.6.4.3 The disaster recovery plan must 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 must include the processes and procedures needed to resume an organisation's operation after a disaster event and should include the following:
- 9.6.4.3.1 protection of data by backups and cloning;
  - 9.6.4.3.2 mirror systems;
  - 9.6.4.3.3 a formal risk assessment in order to determine the requirements for the disaster recovery plan;
  - 9.6.4.3.4 restoration of all essential and critical business activities;
  - 9.6.4.3.5 scheduled review to ensure the plan is to be kept up to date to take into account changing circumstances.

## 9.6.5 **Data Access Rights**

- 9.6.5.1 Subject to contractual terms and any mandatory Supplier license conditions, this ASPCoP recommends that Consumers should not be unreasonably restricted from access to relevant data.
- 9.6.5.2 All Members of the ASPCoP must ensure Customers and Consumers 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.

## 9.6.6 **Quality System**

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

- 9.6.6.1.1 competencies, knowledge, and experience of persons employed;
- 9.6.6.1.2 management responsibility;
- 9.6.6.1.3 verification of resources and personnel;
- 9.6.6.1.4 purchasing policy;
- 9.6.6.1.5 process control and work management;
- 9.6.6.1.6 continuous improvement report and corrective action;
- 9.6.6.1.7 quality records and passing on of information;
- 9.6.6.1.8 internal quality audits;
- 9.6.6.1.9 document development;
- 9.6.6.1.10 training;
- 9.6.6.1.11 maintenance; and
- 9.6.6.1.12 technical support for customers and installers.

## 9.6.7 **Interoperability Data Standards**

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

9.6.7.2 The data format must provide for the delivery of consumption and interval data.

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

## 9.6.8 **Compliance with Industry Data Flows**

9.6.8.1 ASPCoP Members will comply with gas industry standard processes for data flows where required to do so.

9.6.8.2 ASPCoP Members will enter into MAM/MAP Meter Pulse Utilisation (MPU) Agreements with the relevant parties where appropriate.

## **10 Approval, Appraisal, and Authorisation by Third Parties**

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

## **11 Installation**

- 11.1 The requirements of this section are applicable to the installation of AMR Devices and any ancillary equipment. The processes are defined by the current edition of IGEM/GM/7 and additional requirements are defined in the Appendix IV of this document. Below are the key points and requirements.
- 11.2 Installation must be performed by appropriately accredited and Competent Persons (“installers”) in accordance with this code of practice, best practice, relevant normative standards, manufacturers’ information and appropriate installer’s field procedures.
- 11.3 **Pre-installation procedures must include, but not be limited to, ensuring:**
- 11.3.1 whether there is an existing AMR Device attached or available use of the meter pulse output;
  - 11.3.2 the installation is to be installed at the appropriate site and to the appropriate meter as stated by the MPRN or other appropriate reference details;
  - 11.3.3 the AMR Device and any ancillary equipment are suitable for the intended purpose;
  - 11.3.4 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 AMR Device or ancillary equipment.
- 11.4 **Installation process must ensure that:**
- 11.4.1 pre-installation checks are undertaken; including risk assessments and method statements where applicable or required and approval from the relevant MAM. Any required formal notifications are made prior to commencing work;
  - 11.4.2 safe control of work is assured;
  - 11.4.3 the AMR Device and any ancillary equipment are installed in accordance with best practice and all relevant standards;
  - 11.4.4 the AMR Device and any ancillary equipment are inspected and tested on installation;
  - 11.4.5 the AMR Device and any ancillary equipment when installed do not have a detrimental effect on other legacy devices other than where compliance with this condition would compromise safety or not be reasonably practical;
  - 11.4.6 statutory and advisory labels are fitted.

## 11.5 Other affected equipment

11.5.1 The ASP must make reasonable endeavours to establish the requirements for, and the effect of, any existing equipment which is to interface with the meter installation (for example Converters, other AMR Devices and building management systems). Where any such existing equipment is disconnected (for safety or any other reason) the ASP must inform the Responsible Person of such disconnection.

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

## 12 Records

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

Where an AMR Device is connected, removed or exchanged, to the ASP must record and communicate the information to the MAM and where possible other parties in the pulse chain.

Further details are available in IGEM/GM/7 (listed in Appendix I)

### **13 Duty of Care beyond Asset**

- 13.1.1 The ASP and any installers acting on behalf of the ASP must have procedures in place for reporting any dangerous occurrences as required by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).
- 13.1.2 Any person carrying out installation work covered by this ASPCoP 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.

## **14 Equipment Removal and Disposal**

- 14.1 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.
- 14.2 The ASP should notify both the MAM, Consumer and the Customer where the ASP removes the AMR Device.
- 14.3 Care should be taken to consider environmental impact when disposing of AMR Devices and any ancillary equipment. In particular the following factors apply:
  - 14.3.1 where possible, all components should be reused or recycled, provided this does not involve excessive cost;
  - 14.3.2 all batteries must be removed and disposed of in accordance with current environmental and waste disposal legislation;
  - 14.3.3 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 2013 as amended.



## **15 Data flows and Unique Reference of ASP**

- 15.1 An industry data hub will contain details of all Embedded Meters, AMR Devices attached to meter and converters on site. Inclusive in the data set will be reference to the ASPCoP accredited ASP providing the AMR service. Each ASP will be recognised by a unique 3-letter identity tag.
- 15.2 SPAA will, upon application, allocate and maintain a catalogue of these unique ASP Meter Domain Data (MDD) identifiers.

## **16. General**

### **16.1 Notices**

- 16.1.1 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 must be in writing.
- 16.1.2 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 must be effectual notwithstanding any change of address or facsimile transmission number which is not notified by that person.
- 16.1.3 Each such document, notice or other communication must 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.

### **16.2 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 will be capable of invalidating any act or thing done pursuant thereto.

## 16.3 Consequences of these Provisions and Confidentiality

- 16.3.1 The provisions of this ASPCoP will 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 will not give rise to any action or claim or liability pursuant to, in relation to, in respect of or in connection with the ASPCoP.
- 16.3.2 No member of the Management Committee or their representatives (or its alternate) will be liable (in whatever capacity) and no employer of any such person will 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.
- 16.3.3 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 will give rise to any action or claim or liability against the Chairman, ESTA, the Management Committee (or any such employee, director or agent of the Chairman).
- 16.3.4 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.
- 16.3.5 Nothing in the provisions of this ASPCoP will oblige or impose any duty (whether expressly or impliedly) on the Chairman or the Management Committee.
- 16.3.6 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.

### Appendix I: Technical Publications

Publication Reference	Title
IGEM/GM/5	Selection, installation and use of electronic gas meter volume conversion systems.
IGEM-GM-7A	Electrical connections
IGEM-GM-7B	Hazardous areas
BS 7671	IET 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 Advisor. 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 General Data Protection Regulation (GDPR) 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 General Data Protection Regulation (GDPR) and with related legislation. In particular, we must observe at all times the principles of good information handling set out in the General Data Protection Regulation (GDPR) and in particular ensure that personal data must be:

- (a) processed lawfully, fairly and in a transparent manner in relation to individuals;
- (b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes will not be considered to be incompatible with the initial purposes;
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- (d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
- (e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals;
- (f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

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

- 1 appoint an Information Protection Advisor 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 2015
COSHH	Control of Substances Hazardous to Health Regulations 2002
CPD	Construction Products Regulations 2011
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 1995
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
PUWER	Provision and Use of Work Equipment Regulations 1998
RIDDOR	Reporting of Injuries Diseases and Dangerous Occurrences Regulations 2013
WEEE Regulations	Waste Electrical and Electronic Equipment Regulations 2013
The references to the legislation above refer to the legislation as updated, amended or superseded from time to time	

## Appendix IV: Syllabus for AMR Device installations

### 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 AMR Device installers is to ensure they 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 IGEN GM/7A Edition 2 – Connection of electrical equipment to gas meters and converters;
- 3 IET 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 equipment;
- 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, data 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/MAP 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/4G/5G, 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 AMR Devices 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 and/or Embedded Meter minimum AMR 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 either the application process for new applicants or the ongoing audit process of Accredited parties the Auditor deems it necessary to undertake any site visit/s then such visits 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 AMR Device installations must be checked to see that they comply with IGEM 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 Proposal").

### 2. Form of Change Proposals

#### 2.1 Each Change Proposal must:

- 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 must 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 Chairman after this date must 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 will 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 will 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 must 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 will 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 will 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 will 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 will be deemed to be a withdrawal by that Proposer of the relevant Change Proposal. Any Change Proposal so deemed to have been withdrawn will immediately lapse.

6.3 The Chairman will, within 6 weeks 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 will 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 will 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 must:

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 will have due regard to any objections raised by any representative and may (but will not be obliged to) refer the Change Proposal back to the Management Committee for further discussion but the Chairman's determination in respect thereof will 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 will forward to all Stakeholders or their representatives all and any representations received, and at the same time the Chairman will 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 Chairman notifies Management Committee representatives of his/her intention to refer a Change Proposal back to the Management Committee each Change Proposal will 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 must 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 will 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 will:

- 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 will 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) will 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 will not be implemented and will immediately lapse.

## 11. Implementation of Changes

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

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	

<p>No later than 13 WDs from issue of CP for consultation</p>	<p>Chairman to circulate all comments received to all Stakeholders and representatives</p>	
<p>No later than 18 WDs from issue of CP for consultation</p>	<p>Votes to be submitted</p>	<p>No assumption will be made if a vote is not submitted</p>
<p>No later than 23 WDs from issue of CP for consultation</p>	<p>Chairman to issue report setting out result of the Vote and timetable for implementation.</p>	

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