

**THE CONSTITUTION AND RULES OF THE
INDUSTRY TECHNICAL CODES GROUP**

Version 2 – 1st November 2024

CONTENTS

1	NAME	1
2	DEFINITIONS AND INTERPRETATIONS	1
3	CONSTITUTION	2
4	OBJECTIVES.....	2
5	MEMBERSHIP OF THE GROUP	2
6	SUPPORT OF DCRP AND GCRP	3
7	REPRESENTATION	3
8	THE CHAIR.....	3
9	REPLACEMENTS AND ALTERNATES	4
10	THE SECRETARY	4
11	MEETINGS	5
12	NOTICE OF MEETINGS	5
13	PROCEEDINGS AT MEETINGS	6
14	RESOLUTIONS.....	6
15	MINUTES	6
16	SUB-COMMITTEES AND WORKING GROUPS	7
17	MEMBERSHIP DETAILS	7
18	SERVICE PROVIDERS AND ADVISERS	7
19	COST APPORTIONMENT	7
20	APPROVAL OF ITCG CONSTITUTION CHANGES	7

THE CONSTITUTION AND RULES OF THE INDUSTRY TECHNICAL CODES GROUP

1 NAME

The **Group** will be called the **Industry Technical Codes Group (ITCG)**.

2 DEFINITIONS AND INTERPRETATIONS

2.1 The following words and expressions shall have the following *meanings* in this **Constitution**:

Authority - means the Gas and Electricity Markets Authority established under Section 1 of the Utilities Act 2000

Business Day - any day other than a Saturday, a Sunday, Christmas Day, Good Friday, or a day that is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971

Chair - means the person appointed by the **Group** to act as the **Chair** of the **Group**; all references herein to the **Chair** shall, where the context so admits, include any person appointed to perform the duties of the **Chair** in the absence of the **Chair**

DCRP - means the Distribution Code Review Panel of Great Britain

Distribution Code - means the **Distribution Code** drawn up and from time to time revised pursuant to Condition of the Distribution Licence

Distribution Network Operator (DNO) - means the person or legal entity named in Part 1 of the Distribution Licence and any permitted legal assigns or successors in title of the named party. A distribution licence is granted under Section 6(1)(c) of the Electricity Act 1989

GCRP - means the Grid Code Review Panel of Great Britain

Group - means the group constituted in accordance with this Constitution and known as the Industry Technical Codes Group

IDNO - means an Independent Distribution Network Operator, a DNO that does not have a Distribution Services Obligation Area in its Distribution Licence and is not an ex Public Electricity Supplier

ITCG - means the Industry Technical Codes Group referred to in DGC4.6 of the **Distribution Code**

MPAN - means the Meter Point Administration Number; in the context of this Constitution the number of MPANs is taken as being the aggregate number of Metering Points which the relevant **DNO** has on its MPAS Registration System (as such terms are defined in the Retail Energy Code)

Recoverable Costs - means the costs and expenses referred to in Clause 18.3 (in respect of the employment of the service provider and any advisers) respect of certain costs and expenses incurred by **Representatives** of certain **DNOs**

Representative - means a person duly appointed by a **DNO** or **IDNO** and whose name is registered with the **Secretary**

Secretary - means a person duly appointed by the **Chair** to act as a secretary to the **Group** and named as such.

2.2 Except as otherwise provided herein and unless the context otherwise admits, words and expressions used herein shall have the same meaning as defined in the **Distribution Code**.

3 CONSTITUTION

The **Group** is a standing body established and maintained by the **DNOs** to support the operation of the **DCRP** pursuant to DGC 4.6 of the **Distribution Code**, and to co-ordinate **DNOs** representation in the **GCRP**.

4 OBJECTIVES

The **Group** shall have the following objectives:

- (a) to support the operation of the **DCRP** by providing the **Chair, Secretary** and the **DNO Representatives** of the **DCRP** in line with the **DCRP** Constitution and Rules,
- (b) to provide representation of **DNOs** on working groups set up by the **DCRP**,
- (c) to provide support by **DNOs** for the development and maintenance of standards that are listed in Annex 1 and Annex 2 of the **Distribution Code**, in line with the **DCRP** Constitution and Rules,
- (d) to support the maintenance and application by **DNOs** of the **Distribution Code**,
- (e) to provide a framework for discussion between **DNOs** about issues pertaining to the operation of the **Distribution Code**,
- (f) to provide a framework for discussion between **DNOs** about proposals for amendments to the **Distribution Code** or **Grid Code** which any **Representative** of the **Group**, the **DCRP** or the **Authority**, may initiate,
- (g) to support the maintenance of the **Grid Code** by providing **Representatives** of **DNOs** for the **GCRP** in line with the constitution of that Panel, and
- (h) to provide representation by **DNOs** on working groups set up by the **GCRP**.

5 MEMBERSHIP OF THE GROUP

5.1 Membership will consist of **Representatives** from each **DNO**, and a maximum of two **Representatives** nominated by **IDNOs** who have authority to act on behalf of **IDNOs**. For the avoidance of doubt this limits membership to the number of individual Distribution Licences granted by the **Authority** but does not preclude a single individual representing two or more **DNOs** in common ownership.

- 5.2 If, for any reason, a **Representative** from a **DNO** or **IDNO** is replaced then the **Secretary** of the **Group** shall be notified in writing, as soon as possible.
- 5.3 There is no time limit for how long a **Representative** may serve on the **Group** on behalf of the relevant **DNO** or **IDNO**.

6 SUPPORT OF DCRP AND GCRP

- 6.1 The **Group** will nominate six **Representatives** to attend the **DCRP** (in addition to the **Chair**) in accordance with the constitution of the **DCRP**.
- 6.2 At least one of the six representatives shall be an **IDNO** who will act as the nominated representative for the Independent Networks Association (INA).
- 6.3 The **Group** will nominate one **Representative** to attend the **GCRP** in addition to the **Chair**.
- 6.4 The **Group** will also nominate **Representatives** to act as alternates for the **DCRP** and **GCRP** in accordance with Clause 9.6.
- 6.5 The **Chair** will be responsible for seeking the appropriate nominations for these posts for agreement by the **Group** taking into account, amongst other things, a **Representative's** willingness to serve on the appropriate Panel and relevant experience and geographical location.

7 REPRESENTATION

- 7.1 The **Chair** and each other **Representative** shall be entitled to attend and be heard at every meeting of the **Group**. One adviser (or such greater number as the **Chair** shall permit) shall be entitled to attend any meeting of the **Group** with each **Representative** and shall be entitled to speak at any meeting but shall not be entitled to vote on any issue.

8 THE CHAIR

- 8.1 The **Group** will appoint a **Representative** to act as **Chair** of the **Group**. Such **Representative** shall also be appointed by the **Group** to be **Chair** of the **DCRP** (in accordance with Clause 8.1 of the **DCRP** Constitution) and shall be one of the nominated members of the **GCRP** in line with the constitution of those Panels.
- 8.2 The **Chair** or a **Representative** nominated by the **Chair** may represent the **Group** and the **DCRP** in other working groups within the industry and will be responsible for reporting back any actions taken on behalf of the **Group** at the next meeting of the **Group**.
- 8.3 Upon retirement or removal by the **Group** of the first and each successive **Chair**, the **Group** shall appoint a person to act as **Chair**.
- 8.4 The **Chair** shall preside at every meeting of the **Group** at which they are present. If the **Chair** is unable to be present at a meeting, they may appoint another **Representative** to act as **Chair** at that meeting.

- 8.5 If neither the **Chair** nor any other person appointed to act as **Chair** is present within half an hour after the time appointed for holding the **Group** meeting, the **Representatives** present may appoint one of their number to be **Chair** for that meeting.

9 REPLACEMENTS AND ALTERNATES

- 9.1 Each **Representative** will have the power to nominate any individual to be their replacement member for individual meetings of the **Group** and may at their discretion remove a replacement so nominated.
- 9.2 The **Secretary** of the **Group** should be notified by the **Representative** of any replacement member so nominated.
- 9.3 A replacement member shall be entitled to receive notice of all meetings of the **Group** or of sub-committees or working groups of the **Group** which their nominator is a member of whilst they are acting as a replacement member.
- 9.4 The replacement member shall also be entitled to attend and vote at any **Group** meeting at which the **Representative** nominating them are not personally present and at such **Group** meetings to exercise and discharge all the functions, powers and duties of their nominator as a **Representative** and for the purpose of the proceedings at the **Group** meeting the provisions of this Constitution shall apply as if they were a **Representative**.
- 9.5 At **Group** meetings the replacement member shall have one vote for each **Representative** for whom they act as a replacement, in addition to their own vote if they are also a **Representative** in their own right.
- 9.6 **Representatives** who are appointed to attend the **DCRP** and **GCRP** shall have an alternate **Representative** agreed by the **Group** as an alternate member for those meetings. A replacement member shall not be entitled to attend the **DCRP** or **GCRP** in place of a **Representative**.
- 9.7 References in this Constitution to a **Representative** shall, unless the context otherwise requires, include their duly appointed replacement.

10 THE SECRETARY

- 10.1 The **Group** shall have power to appoint and dismiss a **Secretary** for the **Group**.
- 10.2 The **Secretary** may, but need not be, a **Representative**, but shall not be a **Representative** by virtue only of being **Secretary**.
- 10.3 The **Secretary** shall have the right to speak but, unless they are a **Representative**, will not have the right to cast a vote at any meeting.
- 10.4 The **Secretary**'s duties shall be to attend to the day-to-day operation of the **Group** and, in particular, to:
- 10.4.1 attend to the organisation of meetings and to serve all requisite notices,

- 10.4.2 maintain a register of names, contact and appointment details of **Representatives** and advisors, and details of any other appropriate contacts, and
- 10.4.3 keep minutes of all meetings of the **Group**.
- 10.5 If at any time a person has not been appointed as **Secretary**, or the **Secretary** is for any reason unable to act, the **Chair** shall be responsible for the organisation of meetings.
- 10.6 The **Secretary** will be responsible for ensuring that there is an agenda item covering the election of the **Chair** at the normal meeting, preceding the one where the **Chair** reaches retirement or removal by the Group.

11 MEETINGS

- 11.1 The **Group** shall hold normal meetings timed to co-ordinate with the **Chair** who will decide with each normal **DCRP** meeting.
- 11.2 The **Chair** shall propose the dates, times and venue for normal meetings, for agreement by the **Group**.
- 11.3 The **Chair** may call special meetings of the **Group** if they consider that there is sufficient justification for such a meeting or is requested to do so by the majority of **Representatives** in writing.
- 11.4 The **Secretary** will be provided with a summary of the business, which is proposed to be conducted at such a special meeting by the **Chair**.

12 NOTICE OF MEETINGS

- 12.1 All meetings shall be convened by the **Secretary** on at least 14 days written notice (exclusive of the day on which it is served and of the day for which it is given), or by shorter notice if so agreed in writing by all **Representatives**. If at any time a person has not been appointed as **Secretary**, or the **Secretary** is for any reason unable to act, the **Chair** shall attend to the requisition of meetings.
- 12.2 The notice of each meeting of the **Group** shall contain the time, date and venue of the meeting, and a summary of the business to be conducted (i.e. an agenda) and shall be given to all **Representatives**.
- 12.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by a **Representative** shall not invalidate the proceedings at that meeting.
- 12.4 By notice to the **Secretary**, any **Representative** may request additional matters to be considered at the meeting and provided that such notice is given at least 10 days (exclusive of the day on which it is served and of the day for which it is given) before the date of the meeting, those matters will be included in a revised agenda for the meeting. The **Secretary** shall circulate the revised agenda to each **Representative** as soon as practicable.

13 PROCEEDINGS AT MEETINGS

- 13.1 Subject to the provisions of this constitution, the **Group** may meet for the transaction of business, and adjourn and otherwise regulate its meetings, as it thinks fit.
- 13.2 Four **Representatives** present shall constitute a quorum for meetings.
- 13.3 If, within half an hour from the time appointed for holding any meeting of the **Group**, a quorum is not present, the meeting shall be adjourned, and the **Secretary** will arrange for the serving of a notice of another meeting.
- 13.4 The **Chair** should ensure that items on the agenda are competent business in line with the objectives of the **Group**, with any dispute being subject to resolution by the **Group**.
- 13.5 Only matters identified in the agenda shall be resolved upon at a meeting, unless the **Chair** agrees an additional item is competent business and may be taken under “Any Other Business” with the agreement of the **Group**.
- 13.6 A resolution put to the vote of a meeting (which may include any matter requiring the agreement approval or other action of the **Group** in accordance with this Constitution) shall be decided by a count of the votes from each **Representative** present at the meeting (including the **Chair**) derived from the number of **MPANs** notified for the relevant **DNO**.

14 RESOLUTIONS

- 14.1 A resolution of the **Group** shall be passed by a simple majority of votes cast.
- 14.2 A resolution in writing signed by **Representatives** shall be as valid and effective as if it had been passed at a meeting of the **Group** duly convened and held and may consist of several documents in like form each signed by or on behalf of one or more **Representatives**. Clause 13.6 shall apply to such resolutions as if the words "present at the meeting" were omitted.
- 14.3 A meeting of the **Group** may consist of a conference between **Representatives** who are not all in one place but who are able to speak to each of the others and to be heard by each of the others simultaneously. The word “meeting” shall be construed accordingly.

15 MINUTES

- 15.1 The **Secretary** shall circulate copies of the minutes of each meeting of the **Group** to each **Representative** as soon as practicable (and in any event within 15 **Business Days**) after the relevant meeting has been held.
- 15.2 If any **Representative** responds to the **Secretary** on any points of accuracy of the minutes the **Secretary** shall determine whether the minutes will be re-issued, or the points held over for discussion at the next meeting.

16 SUB-COMMITTEES AND WORKING GROUPS

- 16.1 The **Group** may establish such sub-committees and working groups from time to time consisting of such persons as it considers desirable.
- 16.2 Each sub-committee or working group shall be subject to such written terms of reference and shall be subject to such procedures as the **Group** may approve.
- 16.3 Resolutions of sub-committees and working groups shall not have binding effect unless approved by resolution of the **Group**.

17 MEMBERSHIP DETAILS

- 17.1 Every **Representative** and advisor shall ensure that the **Secretary** has their correct address and contact details. All notices sent or e-mailed to such addresses shall be considered as having been duly given.

18 SERVICE PROVIDERS AND ADVISERS

- 18.1 The **Group** may appoint a service provider and other advisers to assist with the **DNOs** responsibilities under the **Distribution Code** including work on standards and the operation of the **Distribution Code** website. The **Group** shall approve the functional specifications and the commercial arrangements for the service provider and any advisers contracted to the **DNOs**. The **Group** will maintain a schedule of the main duties and responsibilities of the service provider.
- 18.2 The **Group** may use the service provider to appoint other advisers as appropriate.
- 18.3 Any costs and expenses associated with the employment of the service provider and any advisers appointed in accordance with this Clause 18 will be shared by the **DNOs** in accordance with the cost apportionment rules set out in Clause 19.
- 18.4 The **Secretary** will be advised by the **Chair** of the need to provide the service provider and any advisers with notice, agendas and minutes of any meetings and any other documentation relating to the operation of the **DCRP** or the **Group**.

19 COST APPORTIONMENT

- 19.1 **Recoverable Costs** shall be apportioned between **ITCG Representatives** in accordance with the ENA membership structure and recharge mechanism.

20 APPROVAL OF ITCG CONSTITUTION CHANGES

- 20.1 A report shall be prepared for each meeting detailing any proposed changes to the **ITCG** Constitution. All changes will be approved in accordance with the voting mechanism in Clause 13 but shall not take effect unless approved by the **Authority** in accordance with DGC 4.7.

20.2 Where any proposed amendments to this Constitution affect either the **Distribution Code** or the Constitution of the **DCRP** any changes to those documents will be subject to the approval mechanism detailed in Clause 21 of the DCRP Constitution.