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RECCo response to: Non-domestic smart meter rollout post 2025

We welcome the opportunity to respond to this consultation. Our non-confidential response represents the views of the Retail Energy Code Company Ltd (RECCo) and is based on our role as operator of the Retail Energy Code (REC). RECCo is a not-for-profit, corporate vehicle ensuring the proper, effective, and efficient implementation and ongoing management of the REC arrangements. We seek to promote trust, innovation and competition, whilst maintaining focus on positive consumer outcomes.

The government proposals seek to utilise the REC's established framework for governing metering-related provisions, with the draft Schedule is expressly intended to be read alongside the Consolidated Metering Code of Practice (CoMCoP), which sets out metering standards and protections (including for microbusiness premises). RECCo also has a direct operational role in meter installation governance through the REC's metering accreditation arrangements, governance processes and audit arrangements for relevant metering codes of practice. Against that background and reflecting the REC's established performance assurance framework for metering activity, we consider the REC provides a coherent and familiar for these proposals and a strong platform for their implementation and ongoing assurance.

RECCo has been working closely with other code bodies to strengthen end-to-end assurance where arrangements are interdependent across codes, and we would expect this to extend to the proposed policy on non-domestic smart installations. As part of this, we will seek to apply joined-up thinking on how the policy interacts with known "hard access" and technical blockers, and whether there is a commonly understood list of scenarios that could provide a consistent baseline for monitoring and compliance reporting. We also see value in collaborating on lessons learned from rollout to date, drawing on existing reporting and data sources (e.g. DCC reporting on non-communicating installations and other metering intelligence), to help inform the design of future reporting requirements and ensure consistency with wider metering arrangements.

We would make the following key points

- **Delivery and assurance implications:** RECCo supports the proposed code of practice and considers it can be implemented through established REC governance and assurance. However, the associated monitoring and reporting would represent a material evolution of REC performance assurance, with greater reliance on qualitative/contextual evidence and judgement (including assessment against an "all reasonable steps" standard). This has implications for assurance design, data collection, resourcing, training and mobilisation.
- **Governance model and role clarity:** We acknowledge the proposed model, with monitoring and assurance undertaken by the REC Code Manager and the PAB and enforcement retained by Ofgem. Given the proposed hand-offs (including routine submission of PAB reports to Ofgem), early clarity on roles/responsibilities, reporting expectations and escalation pathways will be important to support effective delivery.

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- **REC as the appropriate governance "home":** We agree the code of practice can suitably sit within the REC, enabling requirements to be embedded within existing assurance arrangements and to evolve through established REC change processes. Operationally, this supports a coherent end-to-end model linking obligations with monitoring, reporting, consultation and governance.

Subject to the government decision and timetable, we propose to convene a supplier workshop in due course to develop the consequential updates needed to the Performance Assurance Reporting Catalogue (PARC), including agreeing the shape and practicality of the new quantitative and qualitative reporting prior to progressing a REC Change Proposal to give effect to those updates alongside the new Schedule.

We also propose a separate workshop with Third Party Intermediaries to raise awareness of the consumer communications aspects of the package and to discuss whether it would be helpful to reflect relevant requirements in the TPI Code of Practice, recognising that suppliers' primary lever will often be via contractual and oversight arrangements with TPIs.

We are happy to discuss any of the points raised in this response.

Yours sincerely,

Jon Dixon
Director, Strategy and Development

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Appendix: RECCo response to consultation questions

Q1: Do you agree with the proposed policy package with respect to non-domestic smart-contingent contracts set out in Section One? Please provide rationale and evidence to support your answer.
We support the objectives of accelerating non-domestic smart metering because smart and advanced meters can deliver benefits for consumers and the wider system, including improved consumption visibility, more accurate billing, and enabling time-based and demand-side propositions that can support energy efficiency and more efficient system operation. In that context, we consider a package that improves installation completion and reduces consumer detriment where delays are outside the customer's control to be justified.
Q2: Are there any specific elements of the policy package where you agree/disagree? Please provide rationale and evidence to support your answer.
RECCo has no additional points to add beyond those set out in our responses below (in particular on governance/assurance and reporting operability under Q3–Q5).
Q3: Do you have comments or views on the proposed consumer protection code of practice provisions, including: **a) whether they achieve the right balance between protecting consumers from the risks of inconsistent treatment from the market whilst minimising risks of misuse by stakeholders that may wish to avoid smart metering installations for other reasons, and** **b) their alignment with other consumer protections? Please provide rationale and evidence to support your answer.**
While we are generally supportive of the proposed code of practice, the proposed reporting provisions could represent a material evolution of REC performance assurance, with greater emphasis on qualitative data, contextual assessments and case-by-case judgements, particularly where assessment is required against an "all reasonable steps" standard. This has implications for assurance design, data collection, resourcing and mobilisation, and reinforces the need for clear governance and reporting architecture (see our responses to Q4 and Q5). In designing the assurance approach, we would also expect proportionality. Just as suppliers are not expected to adjudicate whether a landlord's refusal is "reasonable" and will instead rely on the existence of a refusal/obstruction as evidenced, we would expect the Code Manager to accept suppliers' reporting as the primary evidence base and to undertake risk-based, proportionate assurance, for example through sampling, targeted deep-dives and review of supporting narrative focused on whether suppliers have followed an appropriate process and taken all reasonable steps, rather than seeking to verify the underlying circumstances in every case. **(a) Balance (protection vs misuse):** We agree the policy needs to protect non-domestic consumers from inconsistent market treatment while avoiding opportunities for misuse by parties that may wish to delay or avoid installation. In practice, achieving this balance will require proportionate monitoring that can accommodate a wide range of circumstances and evidence types. We therefore expect assurance to rely more on risk-based assessment, including "*dip-sampling*" and review of narrative/qualitative evidence, with escalation thresholds that reflect proportionality and judgement.

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(b) Alignment with other consumer protections: We agree the code should be read in conjunction with existing supplier obligations and guidance (e.g. fair treatment requirements, contract transparency requirements and relevant CoMCoP provisions).

The proposed code appears broadly complementary, by focusing specifically on implementation and enforcement behaviours in relation to smart-contingent contracts, while preserving the wider baseline protections.

Q4: Do you have comments or views on the proposed governance arrangements for the consumer protection code? Please provide rationale and evidence to support your answer.

We note the proposed governance model, under which the REC Code Manager and PAB would undertake monitoring and assurance and provide evidence to Ofgem to inform any potential enforcement action. Given this division of responsibilities, early clarity will be important on roles, hand-offs and the end-to-end reporting flow. In practical terms, we would expect the Code Manager to design and operate the monitoring framework (including collecting and validating supplier data) and to escalate concerns and potential non-compliances to the PAB; with the PAB providing oversight and challenge to the assurance outputs and applying judgement on whether particular cases or broader trends should be escalated to Ofgem.

The proposed approach where PAB reports are submitted to Ofgem in all cases is a departure from the more typical model where matters are escalated only when considered necessary, though there is some precedent for this, such as the immediate reporting of late submissions under the Payment Method Levelisation scheme. While these proposals are specifically targeted on a sub-set of consumers and meter types, this places these installations on a different regulatory footing to other smart meter installation activity. This could incentive suppliers to prioritise such cases at the expense of other installation works, which may indeed be appropriate, but should be an explicit consideration.

Q5: Do you agree that the code of practice best sits within the Retail Energy Code? Please provide rationale and evidence to support your answer.

We agree the code of practice can sit within the REC, and that RECCo can facilitate the code and associated reporting through existing REC assurance and governance mechanisms. This aligns with the consultation rationale that the REC already houses metering provisions and non-domestic consumer protections (e.g. CoMCoP), and that a new REC Schedule allows the requirements to evolve through established REC change processes. We note, however, that we have not assessed alternative governance arrangements to confirm REC is necessarily the optimal home.

From an operational standpoint, locating the provisions in the REC allows the consumer protection obligations to be embedded into an existing assurance framework, including:

- **Reporting design and sustainability:** we foresee a need for new and expanded supplier datasets (quantitative and qualitative). We propose to develop reporting requirements—particularly qualitative requirements—in close collaboration with industry to ensure feasibility and that the data provides the insight needed by the Code Manager and PAB.
- **Performance Assurance Reporting Catalogue (PARC) as the durable mechanism:** If the proposal proceeds, we would propose to update the REC PARC to include the new supplier reporting requirements as regular, standardised reports (as a more appropriate and sustainable approach than relying on ad-hoc Requests for Information) covering both quantitative / volumetric information (e.g. numbers of relevant contracts, appointments and outcomes) and qualitative/contextual information needed to assess fairness, proportionality and whether “all reasonable steps” have been taken. If these updates cannot be

incorporated at this stage via EA23 powers, we would pursue them through a parallel REC Change Proposal, intended to take effect alongside the new Schedule. As a REC Category 2 document, the consequential PARC changes would be consulted on, allowing Parties to familiarise themselves with the requirements and influence the proposals. We will also seek to minimise additional reporting burden by leveraging existing data sources, for instance exploring the relevance of data from CoMCoP audits and enquiry-services where appropriate to augment, corroborate or validate other information.

- **Transparency via tooling:** we would expect to play back outputs through dashboard views in the new REC Portal (launching in September 2026), including standard party dashboard views and those designed to share intelligence with affected parties, the PAB and Ofgem.

Overall, placing these new requirements in the REC would enable a coherent end-to-end model, linking obligations with existing monitoring, reporting, consultation and governance. As noted in our cover letter, we also expect to work with other code bodies and relevant parties to ensure that the design of any consequential reporting (including PARC updates) reflects lessons learned from rollout to date and uses a consistent set of scenario categories for installation constraints, drawing where possible on existing reporting and data sources.

Q6: Do you have views on the interactions between the policy proposals in Section One and commercial tenants' rights to arrange for the installation of smart meters in their premises? Please provide rationale and evidence to support your answer.

While the proposals introduce a universal implementation requirement and indicate that refusals of consent would, in most instances, be viewed as unreasonable our understanding is that they do not of themselves change the underlying position on landlord consent, which remains governed by the relevant lease/tenancy arrangements. In particular, a landlord's refusal is treated as a factor outside the control of the consumer (and, in practice, the supplier), and nothing in the draft licence conditions or proposed consumer protection code creates a new mechanism to compel consent or to formally challenge a refusal.

On that basis, we consider the proposals are consistent with commercial tenants' ability to seek and arrange smart/advanced meter installations where they are the contracting party, but they do not in themselves alter those rights.

Q7: Do you agree with the proposals to publish a DESNZ policy statement regarding interactions between the policy and commercial tenants' requests, alongside boilerplate letters for commercial landlords and tenants to support each other with the smart meter installation process? Please provide rationale and evidence to support your answer.

We support the proposal for DESNZ to publish (i) a policy statement on the interaction between the universal implementation requirement and commercial tenants' requests, and (ii) accompanying boilerplate letters for landlords and tenants. We agree these products should improve clarity for both parties (particularly given the diversity of lease terms), reduce friction and delay, and support uptake by providing simple, repeatable communications that can be used at pace.

We also support the accompanying intention to drive awareness (e.g. via Smart Energy GB and commercial landlord/business representatives), as the effectiveness of the policy will be materially improved through better consumer/landlord understanding and consistent messaging.

We note DESNZ's expectation that in most instances a landlord's refusal of a tenant request to install a smart meter would be unreasonable, whilst recognising there will be a small number of non-standard cases (e.g. remedial works, access constraints or other complexities with potential cost implications) where landlord and tenant may need to cooperate to agree a workable approach.

It may therefore be helpful for DESNZ to include illustrative examples (non-exhaustive) of circumstances where refusal (or delay pending further steps) may be reasonable - for example, where installation cannot proceed safely without remedial works; where physical access is blocked and enabling works are required; or where material building works/consents are needed and are not yet agreed. By analogy, there may be some lessons from the Change of Occupier process which - when left solely to individual suppliers' discretion to determine appropriate evidence of a genuine change of occupier - led to inconsistency, delays and consumer dissatisfaction. This was addressed through changes to the REC[1] to introduce commonly agreed evidentiary standards and associated timescales, improving administrative efficiency and consistency and reducing the scope for dispute arising from variable evidentiary demands.

We recognise, however, that in the present context it is the landlord's decision (and the terms of the relevant tenancy/lease), rather than supplier discretion, that is central to whether consent is granted. In that sense, the appropriate place to set out any "commonly recognised" justifications for refusal may be supporting guidance accompanying the standard letters and policy statement, rather than requirements imposed on suppliers. The provision of such guidance would sit well with the proposed policy engagement strategy. However, it is not entirely clear from Section 4 whether the strategy is intended to focus solely on communicating the policy's effect and rationale, or whether it will also extend to supporting practical application in day-to-day landlord/tenant interactions.

Consistent with that, we note that the proposed consumer protection approach is not framed around suppliers adjudicating whether a refusal is "reasonable". Rather, suppliers are expected to take account of circumstances outside the customer's control, including evidence of a written refusal by a third party with influence/control over the meter point, and to take reasonable steps to ensure the customer retains the benefit of the fixed-term contract while the delay persists.

Finally, it may be worth considering how the policy handles cases where a landlord has verbally refused but has not or will not confirm that in writing. As drafted, protections reference "written refusal" evidence; we would suggest DESNZ consider clarifying that, in such circumstances, suppliers should accept reasonable consumer evidence of refusal/obstruction (e.g. contemporaneous notes, emails requesting consent with no response) so that eligible customers are not unfairly deprived of the intended protections.

Q8: Do you have comments or views on the draft DESNZ policy statement and boilerplate commercial landlord/tenant letters included in Section Two? How could they be adapted or utilised to maximise smart meter uptake in the commercial private rented sector? Please provide rationale and evidence to support your answer.

Yes, the boilerplate templates are clear. We note they can be refined further in collaboration with the organisations DESNZ proposes to work with on communications and awareness. A small number of targeted tweaks could improve usability in practice and better align the templates with the evidence and consumer protection mechanics elsewhere in the package. For example, you could consider:

A short "Key details and next steps" block to every letter: A header box at the top with premises address, meter location/access point, supplier contact, tenant/landlord contact and *what you need to do / by when / what happens next*. This could reduce friction and delays by making the letters actionable on first read.

Built in "written response" and "no response" pathways: Add a line requesting responses in writing (grant / refuse / grant with conditions) and one line on what to do if there's no reply by [date]. This would aligns the

[1] R0155: Change of Occupier: Evidentiary Standards and Timescales

letters with the consumer protection mechanism that relies on evidence of third-party refusal/obstruction, without asking suppliers to judge reasonableness.

An optional "consent with reasonable conditions" section and non-standard install prompt: A short list of acceptable conditions (reasonable notice, security, out-of-hours preference, making-good) and a prompt to discuss solutions where there are constraints (e.g., access blocked / remedial works) may reduce the "binary yes/no" dynamic that drives disputes.

Guidance: As noted in answer to Q7, it may help to publish short companion guidance, covering non-exhaustive examples of matters such as what counts as a non-standard installation or reasonable conditions on consent, arrangements to address blocked access, etc.

Q9: Do you have views on the ideas for managing the interaction between these policy proposals and cases of remedial works needed in non-domestic premises? Please provide rationale and evidence to support your answer.

We support the general intent of the proposals to ensure that non-domestic consumers are not disadvantaged in the tariffs available to them where progress towards installation is prevented by "non-standard" factors outside their control, including circumstances where remedial works are required and agreement/funding is needed before installation can proceed.

However, we consider it important to recognise the practical limits of what can be achieved in some cases. Where a tariff is explicitly designed for smart-metered consumers only, there may be circumstances in which a consumer cannot practically access that product until the relevant remedial works have been completed and a smart meter can be installed. The framework should therefore be careful to avoid creating an expectation of outcome that cannot be delivered in practice and instead focus on ensuring consumers are treated fairly and are not penalised for delays that are demonstrably outside their control.

We also note the consultation's suggestion that, in the longer term, suppliers and wider industry stakeholders could potentially play a role in funding remedial works. We would urge caution in how this is framed. It may be a significant stretch - commercially and operationally - to assume suppliers can fund works that are often property-related and may sit outside the supplier's control. Moreover, introducing even a tentative expectation of future supplier-funded solutions risks creating perverse incentives in the short term, including the prospect that some landlords may be more resistant to funding or agreeing works now if they believe those works might be funded by suppliers "for free" later. Any exploration of financing options should therefore be carefully positioned so it does not inadvertently increase resistance, delay installations, or undermine near-term delivery of the policy.

Q10: Do you have views on whether the policy proposals should apply only with respect to designated premises, or all non-domestic premises? Please provide rationale and evidence to support your answer.

We support the proposal that, at a minimum, the policy package applies to designated premises, given these premises represent the core non-domestic smart meter rollout population and are the segment the policy is primarily designed to address.

Extending the policy to all non-domestic premises would bring in larger Industrial & Commercial sites (profile classes 5–8 electricity / >732 MWh gas), but those sites are already largely covered by existing advanced metering obligations, with government estimating only a relatively small residual number remain without advanced metering. On that basis, the incremental benefit of full-scope extension may be more limited and should be weighed against any added complexity in communications, reporting and assurance.

Q11: Do you have views on the interactions between the policy proposals and meter type (i.e. arrangements with respect to the installation of SMETS versus advanced meters). Please provide rationale and evidence to support your answer.

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We support the proposed approach of maintaining meter-type neutrality for designated non-domestic premises, i.e. allowing compliance to be achieved through installation of either a Smart Metering System (SMETS) or an advanced meter, consistent with existing smart metering roll-out arrangements and without introducing new meter-type requirements through this package. This is a pragmatic approach that preserves supplier flexibility in delivery, and indeed consumer choice, particularly given known portfolio and capacity constraints (including those arising from the 4G transition).

If there is any prospect that the current neutrality between smart and advanced meter types may change in future (for example, through a later policy decision on preferred meter types for this segment), it would be helpful to clarify that prospect as part of the decision-making process, so that reporting design can be appropriately future-proofed. Accordingly, from an assurance and reporting perspective, we would expect any monitoring framework and consequential PARC reporting to distinguish outcomes by meter type where relevant, to support transparency and avoid unintended incentives.

Q12: Do you have any early views on future options for how designated premises could be defined post-MHHS or any comments on interactions with the proposals set out in this consultation? Please provide rationale and evidence to support your answer.

We have no early views to share as part of this consultation response but would be happy to discuss this further in due course.

Q13: Do you have views on whether the proposals in this consultation could be suitable for other specialist forms of energy contracts available in the non-domestic market? Please provide rationale and evidence to support your answer.

No specific views/evidence to add.

Q14: Do you have any additional evidence on the nature and types of non-domestic organisations who remain permanently outside of fixed term energy contract, including the nature of customers on evergreen contracts? Please provide rationale and evidence to support your answer.

No specific views/evidence to add.

Q15: Do you have any other views on policy scope that may inform policy design decisions? Please provide rationale and evidence to support your answer.

No specific views/evidence to add.

Q16: Do you have views on, or suggestions to inform, the policy engagement strategy set out in Section Four? Please provide rationale and evidence to support your answer.

We support the policy engagement strategy set out in Section Four, and in particular the focus on clear, timely and inclusive communications to ensure non-domestic customers understand the forthcoming changes and what actions they may need to take. We particularly welcome the intention to develop tailored communications for different audiences. This recognises that customers' circumstances vary significantly (including microbusinesses, larger commercial customers and public sector bodies that may procure through frameworks) and that a "one size fits all" approach is unlikely to be effective.

We also support the planned collaboration with relevant organisations (including Smart Energy GB and representative bodies) to develop messaging and to test and refine communications based on evidence of what is most effective for different customer groups. Overall, we consider this approach should improve awareness, reduce avoidable friction (including at renewal points), and support consistent delivery of the policy across the market.

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Q17: Do you have views on the proposals in relation to maintaining industry flexibility to manage the nuances of the 4G transition in the non-domestic sector, including with respect to installer capacity? Please provide rationale and evidence to support your answer.
We have no specific views on the proposals relating to the non-domestic 4G transition. However, we note that the discussion highlights the importance of ensuring that any assessment of suppliers taking "all reasonable steps" appropriately reflects systemic constraints (e.g. installer capacity and competing upgrade priorities) and not solely factors relating to an individual premise or consumer. We also note that, under the proposed governance model, the PAB would not take enforcement action in response to its monitoring of supplier activity; rather, it would provide oversight and challenge to the Code Manager's assurance work, confirm the recommendations to be taken forward (and any further monitoring required), and submit the resulting reports to Ofgem. In that context, it may nevertheless be helpful for RECCo and/or the PAB to be sighted on relevant systemic issues and to reflect these in reporting, where doing so supports a proportionate interpretation of outcomes, trends and any assessment of "reasonable steps." We will endeavour to maintain awareness of such issues through close collaboration with relevant bodies and industry forums and would welcome continued support from Ofgem and DESNZ to ensure appropriate visibility of material systemic factors that may affect delivery.
Q18: Do you agree that the draft amendments to energy supplier licence conditions set out in Annex B implement the policy intentions proposed in Section One of this document? Please provide rationale and evidence to support your answer.
Yes. We consider that the draft supplier licence amendments in Annex B accurately implement the policy intent set out in Section One of the consultation. In particular, the draft conditions (i) give effect to the universal implementation requirement by ensuring fixed-term non-domestic supply contracts include smart/advanced meter installation terms from 1 January 2027, (ii) apply an "*all reasonable steps*" obligation in respect of intermediary/TPI contracting, so equivalent smart-contingent terms flow through where suppliers contract via intermediaries, and (iii) introduce a universal customer communications requirement, with customers to be informed in writing in plain and intelligible language as soon as practicable and in any event before 1 January 2027, with ongoing updates thereafter. The licence drafting also appropriately links compliance to adherence with the detailed consumer protection requirements in the REC (via the proposed new REC Schedule).
Q19: Do you agree that the draft amendments to energy supplier licence conditions set out in Annex B reflect the policy options with respect to scope set out in Section Three? Please provide rationale and evidence to support your answer.
Yes, Annex B is drafted in a way that explicitly maps to (and preserves) the two scope options described in Section Three of the consultation; applying the measures either to Designated Premises only or to all Non-Domestic Premises.
Q20: Do you agree that the draft Retail Energy Code schedule set out in Annex C implements the policy intentions proposed in Section One of this document. Please provide rationale and evidence to support your answer.
We have some comments on the proposed text which we consider would improve clarity and/or make it more consistent with the drafting elsewhere in the REC, as follows: a) Reference to the "**Code Manager"** will, in due course, be replaced with "**RECCo**" through the consequential drafting associated with Code Reform. However, it is not yet clear when this new schedule will take effect, or whether it will be in place in time to be updated through that consequential process. We therefore recommend making this amendment now to avoid ambiguity and reduce the risk of misalignment later.

b) It is proposed to introduce a new defined term, "**Energy Meter Point**", aligned to the definition used in the Gas and Electricity Supply Licences. We note, however, that the licence definitions are not self-contained: for electricity, "Energy Meter Point" is defined by reference back to the REC, and for gas it means a "Supply Meter Point" as defined in the Uniform Network Code (UNC). We also note that "Supply Meter Point" is already defined in the REC by reference to the UNC.

   Given these cross-references, introducing "Energy Meter Point" risks adding an unnecessary layer of circularity and complexity. We therefore recommend using the existing REC-defined term "**Registrable Meter Point**", which already provides a single term covering both electricity and gas.

c) Paragraph 1.4(a) - the defined terms should also be emboldened (indicating a hyperlink to definition) for consistency.

d) Paragraph 1.5 – 'Schedule' should read 'REC Schedule' for consistency with the defined terms.

e) Paragraph 2.1(b) – the semi-colon at the end should be a colon (for consistency with the rest of the schedule and the existing REC).

f) Paragraph 2.2 – the commas at the end of each sub-paragraph should be semi-colons (for consistency with the rest of the schedule and the existing REC).

g) Paragraph 2.3(b)(ii) – this seems unnecessarily broad. Reference to SMS failures would seem sufficient (particularly given that (i)-(iii) are nor exhaustive in any event).

h) Paragraph 2.4 – this appears to be vague and potentially onerous. It would seem sufficient that the Energy Supplier attempts to resolve the problem.

i) Paragraph 3.2(b) – In practice, and consistent with existing supply licence obligations around third-party activity, a supplier's primary lever will be to require TPIs (via contract and oversight) to provide the paragraph 3.2(a) information to the consumer. We therefore suggest redrafting 3.2(b) to reflect this explicitly, rather than implying additional undefined steps beyond the supplier's control.

j) Paragraph 3.4 – Given that multiple communications may occur before and after a Smart-Contingent Contract is entered into, and that these interactions may not align to any otherwise meaningful dates, it would be clearer to tie the retention requirement to the contract's key dates (e.g. commencement and/or expiry). We also note that issues relating to installation may arise late in the contract term, in which case retaining evidence beyond 12 months from the communication date may be important. In practice, contractual records are commonly retained for up to six years to reflect potential limitation periods for breach of contract claims. Against that background, it may be preferable to amend paragraph 3.4 so the retention period runs for 12 months from the end of the Smart-Contingent Contract (rather than from the date the information was provided), ensuring evidence remains available where problems emerge towards contract expiry.

k) Paragraph 4.4 – Given that suppliers will be obliged under licence to ensure that a smart (or advanced) meter is installed, and the REC would further require all reasonable steps to achieve installation no later than three months from the contract start date, an additional longstop linked to the contract expiry date appears both superfluous and difficult to apply in practice.

l) Paragraph 4.5 - 'of this REC Schedule' is superfluous, suggest deletion to ensure consistency with other paragraph references.

m) Paragraph 5.9 - In practice, the REC PAB will be reliant on RECCo (as Code Manager) to assess and advise on the quality, completeness and accuracy of the data submitted by suppliers and presented in reports. As drafted, paragraph 5.9 appears unnecessary and difficult to operationalise, as the PAB will not typically be in a position to validate the underlying data independently. We therefore suggest either deleting paragraph 5.9, or amending it to place the responsibility on RECCo to provide the PAB with an explicit assessment of the accuracy and completeness of the data received and the reports produced.

n) Paragraph 5.11 – We suggest amending this provision to make clear that (i) any individual report produced by the Code Manager relating to a specific Energy Supplier is shared with that supplier, and (ii) any report submitted by the REC PAB to the Authority is copied to the relevant supplier, so that the supplier has a fair opportunity to make representations and is sighted on the material provided to the regulator.

o) We note paragraph 5.12 of the draft Schedule and have no concerns with the prescription that - as a departure from the approach elsewhere in the REC - enforcement of Party obligations under this Schedule will be undertaken by the Authority only, with RECCo and the PAB limited to monitoring, assurance and reporting.

p) Paragraph 5.13 - we consider that the wording after 'unless' wording is unnecessary, as these exceptions (amongst others) are dealt with in clause 18, which is already referred to.

q) We note and have no concerns with paragraph 6.

r) Definition of Smart-Contingent Contract – it would be more succinct and consistent with the rest of the REC to simply say 'Condition 53.2' rather than 'paragraph 53.2 of Condition 53'.