



UK Government

Non-Domestic Smart Meter Rollout Post-2025

Driving Smart Meter Uptake in support of the Clean Power Mission and Protecting Non-Domestic Consumers in the Transition to Smart-Contingent Contracts

Annex C: Proposed Retail Energy Code Schedule (Consumer Protection Code of Practice)



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Proposed Retail Energy Code Schedule (Consumer Protection Code of Practice)

In this draft schedule, new defined terms are presented in **red** with the proposed definitions presented at the end of the schedule.

SCHEDULE []

Non-Domestic Smart-Contingent Contracts

Version: 1.0 Effective Date: []

Domestic Suppliers	N/A
Non-Domestic Suppliers	Mandatory
Gas Transporters	
Distribution Network Operators	
DCC	
Metering Equipment Managers	
Approved Meter Installer	
Electricity Metering Operative	
Non-Party REC Service Users	N/A

Change History

Version Number	Implementation Date	Reason for Change
1.0		

1 Introduction

- 1.1 This [REC Schedule](#) sets out the rules and [Consumer](#) protection measures to be followed by [Energy Suppliers](#) when managing and implementing **Smart-Contingent Contracts** and is designed to support compliance by [Energy Suppliers](#) with the obligations in Condition [53] of the [Electricity Supply Licence](#) and Condition [47] of the [Gas Supply Licence](#).
- 1.2 It includes:
- (a) requirements on [Energy Suppliers](#) regarding the **Fair** and transparent implementation of **Smart-Contingent Contracts**;
 - (b) management of [Non-Domestic Consumer](#) risks arising from unfair or disproportionate implementation of **Smart-Contingent Contracts** by [Energy Suppliers](#);
 - (c) communication and information-sharing requirements relating to the implementation and implications of **Smart-Contingent Contracts**; and
 - (d) reporting and governance requirements.
- 1.3 The objectives of this [REC Schedule](#) are to:
- (a) protect [Non-Domestic Consumers](#) from disproportionate enforcement action by [Energy Suppliers](#) with respect to the implementation of **Smart-Contingent Contracts**;
 - (b) ensure that [Energy Suppliers](#) act reasonably and are held accountable in their implementation of their **Smart-Contingent Contracts**; and
 - (c) ensure that [Energy Suppliers](#) pay particular attention to relevant circumstances when implementing and enforcing **Smart-Contingent Contracts**.
- 1.4 This [REC Schedule](#) should be read in conjunction with:
- (a) the Energy Supplier's Energy Supply Licence; and
 - (b) the [Consolidated Metering Code of Practice \(CoMCoP\)](#), including provisions in respect of [Micro-Business Consumer](#) premises and protections.
- 1.5 This Schedule is without prejudice to any existing obligations that the [Energy Supplier](#) is subject to under its [Energy Supply Licence](#).

2 Fairness and Proportionality

- 2.1 When implementing and enforcing a **Relevant Term**, an [Energy Supplier](#) must

- (a) treat the other party to the **Smart-Contingent Contract Fairly** including, in particular, in taking any decision to terminate the **Smart-Contingent Contract**; and
- (b) pay particular attention to the needs and circumstances of;
 - (i) any **Non-Domestic Consumer** that the **Energy Supplier** becomes aware or has reason to believe is in **Financial Difficulty**;
 - (ii) any persons who reside or are accommodated at the **Relevant [Non-Domestic/Designated] Premises** to which the **Smart-Contingent Contract** relates; and
 - (iii) any **Critical National Infrastructure** sited at or managed from the **Relevant [Non-Domestic/Designated] Premises** to which the **Smart-Contingent Contract** relates.

2.2 Where -

- (a) a **Smart Meter** or **Advanced Meter** has not been installed at the **Relevant [Non-Domestic/Designated] Premises** in line with the arrangements or plan established under Paragraph 4, or
- (b) no arrangements or plan have been made within the timescales set out in Paragraph 4,

the **Energy Supplier** must take all reasonable steps to investigate the reasons for the delay in a timely and efficient manner. In particular, before the **Energy Supplier** takes any action to enforce the **Smart-Contingent Contract**, the other party to the contract must be offered the opportunity to clarify its circumstances so that this can be taken into account by the **Energy Supplier** when deciding what action should be taken.

2.3 When conducting an investigation under Paragraph 2.2, or when investigating any other failure to comply with a **Relevant Term**, and considering what (if any) action to take, the **Energy Supplier** must take into account:

- (a) the reason for the delay to the installation of the **Smart Meter** or **Advanced Meter** or to the putting in place of arrangements for the installation of the **Smart Meter** or **Advanced Meter**;
- (b) any circumstances which are outside the control of the other party to the **Smart-Contingent Contract** and which are causing disruption and/or delay to the installation of a **Smart Meter** or **Advanced Meter** at the **Relevant [Non-Domestic/Designated] Premises** despite all reasonable efforts by the other party to the **Smart-Contingent Contract** to progress it, including:

- (i) any written refusal by a third party with control or influence over the **Energy Meter Point** at the **Relevant [Non-Domestic/Designated] Premises** to have the Smart Meter or Advanced Meter installed, or obstruction by that third party of the installation;
- (ii) any Operational, System (including Smart Metering System) or Metering Equipment faults or failures (including any faults or failures arising from or related to installation); and
- (iii) any act or omission of a Metering Equipment Manager or Approved Meter Installer in relation to the installation of the Smart Meter or Advanced Meter.

2.4 Where the delay to the installation of a Smart Meter or Advanced Meter (or other non-compliance with a **Relevant Term**) has occurred due to circumstances outside the control of the Non-Domestic Consumer, the Energy Supplier must take all reasonable steps to ensure that the other party to the **Smart-Contingent Contract** retains the benefit of that contract while any delays or issues remain outstanding.

3 Awareness and Communication

3.1 When the Energy Supplier enters into any **Smart-Contingent Contract** with a Non-Domestic Consumer, the Energy Supplier must ensure that the Non-Domestic Consumer is made fully aware of:

- (a) the express terms and conditions of the **Smart-Contingent Contract** which relate to any requirement to have a Smart Meter or Advanced Meter installed; and
- (b) the consequences of not complying with any such requirement.

3.2 Where the Energy Supplier enters into any **Smart-Contingent Contract** with a TPI, or a **Smart-Contingent Contract** with a Non-Domestic Consumer where a TPI has facilitated the entering into of that contract in any way, the Energy Supplier must:

- (a) ensure that the TPI is made fully aware of:
 - (i) the express terms and conditions of the **Smart-Contingent Contract** which relate to any requirement for the Non-Domestic Consumer on whose behalf the TPI is acting as an intermediary to have a Smart Meter or Advanced Meter installed; and
 - (ii) the consequences for that Non-Domestic Consumer of not having a Smart Meter or Advanced Meter installed as required under the **Smart-Contingent Contract**; and

- (b) take all reasonable steps to ensure that the [TPI](#) makes that [Non-Domestic Consumer](#) fully aware of the information specified under Paragraph 3.2(a).
- 3.3 At a minimum, the [Energy Supplier](#) must communicate such information specified under Paragraphs 3.1 and 3.2 to the [Non-Domestic Consumer](#) and (where applicable) the [TPI](#) (and must take all reasonable steps to ensure that the [TPI](#) communicates such information under Paragraph 3.2(b)):
 - (a) in writing;
 - (b) in plain and intelligible language; and
 - (c) in a form that is separate to the **Smart-Contingent Contract** itself.
- 3.4 Each [Energy Supplier](#) must retain evidence of all its communications under Paragraphs 3.1 and 3.2 (and of responses to such communications). Such evidence must be retained for at least 12 months from the date of the communication.

4 Installation Standards and Timelines

- 4.1 Where an [Energy Supplier](#) enters into any **Smart-Contingent Contract** with a [Non-Domestic Consumer](#) (whether or not facilitated in any way and to any extent by a [TPI](#)), the [Energy Supplier](#) must take all reasonable steps to ensure that within 3 months of the date that it enters into that **Smart-Contingent Contract**:
 - (a) where the **Smart-Contingent Contract** relates to **Three or Fewer Locations**, it has arranged an appointment (either directly via the [Non-Domestic Consumer](#) or indirectly via the [TPI](#)) for a [Smart Meter](#) or [Advanced Meter](#) to be installed at each **Energy Meter Point** (which appointment must take place within 3 months after the date on which the **Smart-Contingent Contract** was entered into); and
 - (b) where the **Smart-Contingent Contract** relates to **Four or More Locations**, it agrees with the [Non-Domestic Consumer](#) (either directly via the [Non-Domestic Consumer](#) or indirectly via the [TPI](#)) a plan setting out the appointment date(s) for the [Smart Meter](#) or [Advanced Meter](#) to be installed at each **Energy Meter Point** at the **Relevant [Non-Domestic/Designated] Premises** (which appointment date(s) may be more than 3 months after the date on which the **Smart-Contingent Contract** was entered into).
- 4.2 Paragraph 4.3 applies where an [Energy Supplier](#) enters into a **Smart-Contingent Contract** with a [TPI](#) on behalf of a [Non-Domestic Consumer](#).

- 4.3 An [Energy Supplier](#) must take all reasonable steps to ensure that within 3 months of the date that it enters into a **Smart-Contingent Contract** falling within Paragraph 4.2 or within 3 months of the date that the [TPI](#) enters into an [Energy Contract](#) with that [Non-Domestic Consumer](#) (whichever is later):
- (a) where the **Smart-Contingent Contract** relates to **Three or Fewer Locations**, it has made arrangements with the [TPI](#) (and the [Non-Domestic Consumer](#), where appropriate) to facilitate the arrangement of an appointment for a [Smart Meter](#) or [Advanced Meter](#) to be installed at each **Energy Meter Point** (which appointment shall be scheduled to take place by the expiry of those 3 months); and
 - (b) where the **Smart-Contingent Contract** relates to **Four or More Locations**, it has made arrangements with the [TPI](#) (and the [Non-Domestic Consumer](#), where appropriate) to agree a plan with the [Non-Domestic Consumer](#) setting out the appointment date(s) for the [Smart Meter](#) or [Advanced Meter](#) to be installed at each **Energy Meter Point** (which appointment date(s) may be more than 3 months after the date on which the **Smart-Contingent Contract** was entered into).
- 4.4 In any event, [Energy Suppliers](#) must take all reasonable steps to ensure that the required [Smart Meter](#)(s) or [Advanced Meter](#)(s) is installed no later than the date that the **Smart-Contingent Contract** is due to expire.
- 4.5 The timelines set out in Paragraphs 4.1 and 4.3 of this [REC Schedule](#) must always be subject to the [Energy Supplier](#)'s obligations under Paragraph 2 of this [REC Schedule](#).

5 Monitoring and Reporting

- 5.1 The [Code Manager](#) must monitor each [Energy Supplier](#)'s compliance with this [REC Schedule](#) by requesting, obtaining, reviewing and reporting on information and evidence as set out in this Paragraph 5.
- 5.2 When monitoring and investigating each [Energy Supplier](#)'s compliance with this [REC Schedule](#), the [Code Manager](#) must apply [Performance Assurance Techniques](#) in accordance with the [Performance Assurance Operating Plan](#) and the [Performance Assurance Schedule](#) to the extent they relate to compliance monitoring and requests for information. In particular, the [Code Manager](#) must:
- (a) monitor risks by undertaking cross-industry analysis, surveys and specific topic monitoring in order to identify any patterns and/or emerging risks; and
 - (b) assess specific situations by issuing requests for information and evidence to assess compliance levels and developing standardised reporting requirements for [Energy Suppliers](#) to report regularly against.

- 5.3 On a date specified by the [Code Manager](#), the [Energy Supplier](#) must provide the [Code Manager](#) with the following information and evidence:
- (a) evidence of the terms and conditions contained in the [Energy Supplier's Smart-Contingent Contracts](#) to meet the obligations in Condition [53] of the [Electricity Supply Licence](#) and Condition [47] of the [Gas Supply Licence](#);
 - (b) evidence of the information being supplied to [Non-Domestic Consumers](#) and [TPIs](#) by the [Energy Supplier](#) in compliance with Paragraphs 3.1 and 3.2 of this [REC Schedule](#);
 - (c) a summary document containing the number of [Smart-Contingent Contracts](#) entered into within the period specified by the [Code Manager](#), specifying the number of such contracts that:
 - (i) relate to [Three or Fewer Locations](#);
 - (ii) relate to [Four or More Locations](#); and
 - (iii) fall within each of the categories set out in Paragraph 2.1(b) of this [REC Schedule](#);
 - (d) the number of [Smart-Contingent Contracts](#) that have expired within the period specified by the [Code Manager](#) and the number of such contracts where no [Smart Meter](#) or [Advanced Meter](#) was installed before the expiry of the [Smart-Contingent Contract](#) (including the reasons why);
 - (e) in respect of each [Smart-Contingent Contract](#) relating to [Three or Fewer Locations](#) entered into within the period specified by the [Code Manager](#):
 - (i) whether the [Energy Supplier](#) was able to arrange an appointment to have the [Smart Meter](#) or [Advanced Meter](#) installed at the [Relevant \[Non-Domestic/Designated\] Premises](#) within 3 months of entering into the [Smart-Contingent Contract](#);
 - (ii) the number of [Smart Meter](#) or [Advanced Meter](#) installations resulting from such appointments;
 - (iii) where the [Energy Supplier](#) was unable to book an appointment within the 3 month period (or where an appointment was booked but did not go ahead), the reason why the appointment was not booked (or did not go ahead); and
 - (iv) where Paragraph 5.3(e)(iii) applies, or no [Smart Meter](#) or [Advanced Meter](#) was installed as a result of the scheduled appointment, the steps that the [Energy Supplier](#) is taking to comply with Paragraph 4.4 of this [REC Schedule](#);

- (f) in respect of each **Smart-Contingent Contract** relating to **Four or More Locations** entered into within the period specified by the Code Manager:
 - (i) whether the Energy Supplier was able to agree with the Non-Domestic Consumer and/or the TPI (as applicable) a plan within 3 months of entering into the **Smart-Contingent Contract** setting out the appointment date(s) for the installation of the Smart Meters or Advanced Meters at the **Relevant [Non-Domestic/Designated] Premises**;
 - (ii) where such a plan was agreed, the number of Smart Meter or Advanced Meter installations resulting from the plan (making clear how many such meters were installed before the date that the **Smart-Contingent Contract** is or was due to expire);
 - (iii) where no such plan was agreed (or where a plan was agreed but did not go ahead), the reason why; and
 - (iv) where Paragraph 5.3(f)(iii) applies, or no Smart Meter or Advanced Meter was installed as a result of the scheduled appointments, the steps that the Energy Supplier is taking to comply with Paragraph 4.4 of this REC Schedule;
- (g) the number of times within the period specified by the Code Manager that the Energy Supplier has:
 - (i) identified that a Non-Domestic Consumer or TPI, as applicable, has breached a **Relevant Term**;
 - (ii) taken enforcement action under the **Smart-Contingent Contract** in relation to such breaches and the nature of such action (including identifying how the Energy Supplier has complied with Paragraph 2.1(b) of this REC Schedule, where relevant); and
 - (iii) not taken such enforcement action where there has been a breach, and the reasons why.
- (h) the arrangements to facilitate the installation of a Smart Meter or Advanced Meter at the **Relevant [Non-Domestic/Designated] Premises** that the Energy Supplier has put in place with TPIs (and Non-Domestic Consumers, where applicable) with which it has entered into **Smart-Contingent Contracts**; and
- (i) any other information or evidence that the Code Manager reasonably requests in order to demonstrate the Energy Supplier's compliance with the requirements of this REC Schedule.

- 5.4 In addition to the periodic reports provided under Paragraph 5.3, the [Energy Supplier](#) must provide the [Code Manager](#) with any information or evidence that the [Code Manager](#) reasonably requests from time to time in order to demonstrate the [Energy Supplier](#)'s compliance with the requirements of this [REC Schedule](#).
- 5.5 The [Code Manager](#) must, in consultation with the [Metering Expert Group](#) or such other [Subject Matter Experts](#) as the [Code Manager](#) considers appropriate, review the information and evidence submitted by an [Energy Supplier](#) under Paragraphs 5.3 and 5.4 and form a preliminary view on whether the [Energy Supplier](#) has complied with the requirements of this [REC Schedule](#).
- 5.6 At intervals specified by the [REC PAB](#), the [Code Manager](#) must submit to the [REC PAB](#):
- (a) an individual report on the information and evidence submitted under Paragraph 5.3 in relation to each [Energy Supplier](#) that, in the [Code Manager](#)'s preliminary view, has not complied with the requirements of this [REC Schedule](#), and the reasons for that preliminary view; and
 - (b) in all other cases, a summary report on the information and evidence submitted under Paragraph 5.3 and the [Code Manager](#)'s preliminary view that the [Energy Suppliers](#) covered by the report have complied with the requirements of this [REC Schedule](#).
- 5.7 Where it considers it appropriate, the [Code Manager](#) must submit to the [REC PAB](#):
- (a) an individual report on the information and evidence submitted under Paragraph 5.4 in relation to each [Energy Supplier](#) that, in the [Code Manager](#)'s preliminary view, has not complied with the requirements of this [REC Schedule](#), and the reasons for that preliminary view; and
 - (b) in all other cases, a summary report on the information and evidence submitted under Paragraph 5.4 and the [Code Manager](#)'s preliminary view that the [Energy Suppliers](#) covered by the report have complied with the requirements of this [REC Schedule](#).
- 5.8 The [Code Manager](#) may make recommendations in a report submitted under Paragraph 5.6 or 5.7 as to the appropriate steps or actions that it considers should be taken in the circumstances. Outstanding issues may be highlighted to the [REC PAB](#) to enable additional monitoring to be considered.

- 5.9 Upon receipt of a report from the [Code Manager](#) in accordance with Paragraph 5.6 or 5.7, the [REC PAB](#) must, in consultation with the [Code Manager](#) and [Metering Expert Group](#) or such other [Subject Matter Experts](#) as the [REC PAB](#) considers appropriate, ensure that the information and evidence provided by the [Code Manager](#) is accurate and complete as against the requirements of this [REC Schedule](#). The [REC PAB](#) may undertake additional monitoring as required.
- 5.10 The [REC PAB](#) must consider the content of the [Code Manager](#)'s report and, in addition to any additional monitoring and/or revisions that the [Code Manager](#) may agree to make following discussions under Paragraph 5.9, must:
- (a) confirm which, if any, of the recommendations in the report it determines should be taken forward and given effect;
 - (b) confirm which, if any, of the recommendations it does not agree with and the reasons why;
 - (c) instruct the [Code Manager](#) to include the [REC PAB](#)'s views in the evaluation report; and
 - (d) where applicable, ensure that the updated report is clearly presented and in a form which is suitable to be submitted to the [Authority](#).
- 5.11 The [REC PAB](#) must:
- (a) submit the report to the [Authority](#) together with such information as the [REC PAB](#) considers relevant and/or the [Authority](#) may subsequently request in order to determine any enforcement action (as appropriate); and
 - (b) provide a copy of the individual report submitted in accordance with Paragraph 5.6(a) or Paragraph 5.7(a) and/or the relevant extracts of any summary report submitted in accordance with Paragraph 5.6(b) or Paragraph 5.7(b) to any [Energy Supplier](#) to which the individual report or relevant extracts of the summary report (as applicable) relate, copying in the [Authority](#) to that communication.
- 5.12 Enforcement of Party obligations under this [REC Schedule](#) shall be undertaken by the [Authority](#) only.
- 5.13 The [Code Manager](#) and each [REC PAB](#) member shall keep confidential all information that they receive in their role under this [REC Schedule](#) in accordance with Clause 18 (Confidentiality) of the main body of this [Code](#), unless such disclosure is permitted in accordance with:
- (a) Clause 18 (which includes where disclosure is required by [Law](#)); or
 - (b) this [REC Schedule](#).

6 Change Management

- 6.1 Unless stated otherwise, a change to this [REC Schedule](#) may only be made in accordance with the provisions of the [Change Management Schedule](#). The [Code Manager](#) must treat any [Change Proposal](#) relating to this [REC Schedule](#) as an [Authority-Approved Change](#).

New definitions to be added at the appropriate points in Schedule 1

[NB: Those definitions which relate to proposed Condition 53 and proposed Condition 47 are dependent on the decisions made in relation to those conditions following consultation.]

Term	Definition
Critical National Infrastructure	has the meaning given to it by the National Protective Security Authority.
Energy Meter Point	has the meaning given to it in the Energy Supply Licences .
Fair	has the meaning given to it in the Energy Supply Licences .
Financial Difficulty	in relation to a Non-Domestic Consumer , means a situation where that customer is having difficulty paying any charges due to the Energy Supplier from the Non-Domestic Consumer .
Four or More Locations	means any number or combination of buildings or structures spread across four or more separate and non-contiguous geographical locations.
Non-Domestic Fixed Term Supply Contract	has the meaning given to it in the Energy Supply Licences .
Relevant [Non-Domestic/Designated] Premises	has the meaning given to it in the Energy Supply Licences .
Relevant Term	means any term of a Smart-Contingent Contract which relates to the installation of a Smart Meter or Advanced Meter at the Relevant [Non-Domestic/Designated] Premises.

Smart-Contingent Contract	means a - (a) Non-Domestic Fixed Term Supply Contract which meets the requirements in paragraph 53.2 of Condition 53 of the Electricity Supply Licence; (b) Non-Domestic Fixed Term Supply Contract which meets the requirements in paragraph 47.2 of Condition 47 of the Gas Supply Licence; (c) TPI Contract which meets the requirements in paragraph 53.6 of Condition 53 of the Electricity Supply Licence; or (d) TPI Contract which meets the requirements in paragraph 47.6 of Condition 47 of the Gas Supply Licence.
Three or Fewer Locations	means any number or combination of buildings or structures spread across three or fewer separate and non-contiguous geographical locations.
TPI Contract	has the meaning given to it in the Energy Supply Licences .