UK Government

Non-Domestic Smart Meter Rollout Post-2025

Annex B: Supporting Policy Guidance – Case Studies, Guidance for Commercial Landlords and Tenants, and Non-Domestic Consumer Guide

Published alongside the government's response to its consultation on driving smart meter uptake in support of the clean power mission and protecting non-domestic consumers in the transition to smart-contingent contracts

Department for Energy Security and Net Zero (2026)

Contents

Purpose

The government's response to its consultation on the Non-Domestic Smart Meter Rollout Post-2025 has confirmed that:

- **From 1st September 2027**, if energy suppliers enter into new fixed term energy contracts with non-domestic customers, they must ensure the contract includes a term which provides that the customer has, or agrees to have, smart or advanced meters installed in their designated premises.
- **From 1st January 2027**, suppliers must start to communicate the upcoming policy changes so that non-domestic consumers understand what is expected, why and when.
- Energy suppliers must be fully compliant with a legally binding consumer protection code **by 1st September 2027**.

The guidance in this document has been published alongside the government's response to support stakeholders (energy suppliers and non-domestic consumers) with policy implementation. It includes:

- **Part 1 (for energy suppliers).** Case studies to drive further consistency and proportionality in energy supplier enforcement of smart-contingent contracts when implementing the universal implementation requirement and binding customer code coming into effect on 1st September 2027.
- **Part 2 (for commercial landlords and tenants of small businesses and public sector sites).**
  - **Part 2A:** A DESNZ policy statement on commercial tenants' requests to install smart meters and boilerplate communications that commercial landlords and tenants can use to seek and grant one another's agreement to arrange for, or facilitate, the installation of smart meters in rented premises, cross-referencing the DESNZ policy statement.
  - **Part 2B:** Guidance on how commercial landlords and tenants can cooperate to share smart meter data.
- **Part 3 (for small businesses and public sector sites).** A guide which non-domestic consumers can use to understand their rights and expectations regarding smart-contingent contracts after 1st September 2027.

It is the government's intention, where required, to update these guidance documents ahead of 1st September 2027. Ahead of this date, we welcome feedback on how their utility and accessibility can be maximised for all stakeholders, by submitting feedback to the SMIP mailbox referenced on page 25 of this document. The government may also reconsider the most appropriate format for publishing these documents before 1st September 2027.

Part 1: Case studies

Introduction

The case studies below set out hypothetical scenarios that could occur when suppliers are deciding whether to enforce the terms of their smart-contingent contracts under the universal implementation requirement and customer protection code coming into effect on 1st September 2027. Whilst we recognise (given the scale of diversity in the non-domestic sector) that case-by-case circumstances will vary, these are intended to be illustrative, guiding consistent and proportionate supplier enforcement behaviours to protect consumers during the transition to smart-contingent contracts. The government therefore expects energy suppliers to consider these case studies, and the relevance of them to real-world situations that may occur, when making enforcement decisions.

Case Studies

Case Study 1: Landlord Disengagement/Remedial Works

A small business that rents their premises signs a smart-contingent contract and agrees to have a smart meter installed under the terms of that contract. Before they signed the contract, Energy Supplier A made them fully aware of their standard fixed term contract terms and conditions, which are that any breaches of contract (including in respect to having a smart meter fitted) may result in a customer being moved onto out-of-contract rates.

Within three months of the start of the contract, Energy Supplier A contacts the small business, as per the smart-contingent customer code, to schedule the smart meter installation appointment for them. Upon doing so, the small business notes that they will need to seek their landlord's agreement before they can confirm the appointment. Energy Supplier A signposts the customer to boilerplate communication templates (as published on gov.uk) to support them to do this.

Following a period of no contact, Energy Supplier A reaches out to the customer to ask for a progress update. The small business notes that their landlord has informed them that they are aware (from experience of a previous energy supply contract) of building works that are needed to the premises before the meter can be exchanged. The landlord is not in a position to progress those works at present and therefore is not able to confirm their agreement for their tenant (the small business) to proceed with the smart meter installation appointment.

As Energy Supplier A has not been able to verify the works directly (and the landlord is not a direct customer), they ask the small business to sign a declaration stating that their landlord has not agreed to the smart meter installation due to the need for additional building works to the premises.

The energy supplier accepts this signed declaration as evidence of a circumstance outside of the customer's control (as per the smart-contingent customer code) and decides that it would not be appropriate to enforce the smart meter related terms (i.e. it would not be proportionate to move the customer (tenant) to an out-of-contract rate).

Case Study 2: Domestic Residents at Non-Domestic Premises

Energy Supplier B is in contract negotiations with a holiday park owner. Energy Supplier B uses the contract negotiation process to better understand the nature and circumstances of the customer. In doing so, it becomes clear that some people reside at the holiday park for most of the year. Energy Supplier B records this information on file so that all staff engaging with the customer can observe this information.

The holiday park owner signs a smart-contingent contract (a non-domestic supply arrangement) and agrees to have smart meters installed in communal areas of their park estate under the terms of that contract. They are clearly informed, before they sign the contract, of Energy Supplier B's policy that they reserve the right to pass down to customers any costs incurred resulting from contract breaches, in this case the costs of maintaining the park's traditional meters.

Within three months of the start of the contract, Energy Supplier B contacts the holiday park owner, as per the smart-contingent customer code, to schedule the smart meter installation appointments. However, the holiday park owner does not initially respond to Energy Supplier B's communications.

Energy Supplier B sends several follow up reminders to the holiday park owner, reminding them of the terms of the contract they have signed. As part of those communications, Energy Supplier B reassures the park owner that they can arrange the smart meter installation appointments at a time that minimises any impacts on those residing at the holiday park and away from seasonal peaks in business activity.

After several prompts, the holiday park owner responds briefly, noting that it is not a good time to proceed with the smart meter installation appointments (in this case because it is a busy time of year with many people residing at the park).

Noting the reasons provided by the holiday park owner, Energy Supplier B decides that it would not be proportionate to enforce the smart meter related terms (e.g. pass down the costs of maintaining the park's traditional meters to the holiday park owner) at this time. Instead, they reach an agreement with the holiday park owner to re-engage later in the Autumn, when the holiday park is expected to be quieter and any impact minimised.

Case Study 3: Approaching Deliberate Customer Non-Compliance Proportionately

Energy Supplier C is in contract negotiations with a small business. The business does not have any people residing at the premises and does not serve critical national infrastructure. Energy Supplier C clearly communicates to the business via multiple channels and before they sign the contract, that agreeing to a smart meter installation following the contract start date is a condition of the contract the small business is negotiating.

Energy Supplier C also clearly explains what alternative contract types they have available if the small business does not wish to progress with a smart meter installation and clearly communicates the consequences to the small business of signing a smart-contingent contract but later changing their mind about having the smart meter installed. In this instance, these consequences are that Energy Supplier C reserves the right to pass down the costs incurred to its organisation of maintaining the customer's traditional meters. The supplier quantifies these costs upfront to the customer and explains that these are driven by sourcing staff to manually visit the meters and undertake readings, estimating energy usage in between those readings, of profiling customers for energy settlement purposes and managing increased inbound customer queries.

The customer, having understood this information, signs the smart-contingent contract. Shortly after the start of the contract, Energy Supplier C contacts the customer to arrange the smart meter installation appointment accordingly. The customer indicates that they do not wish to proceed with the smart meter installation. As part of conversations, Energy Supplier C offers the customer the opportunity to identify if any material changes to their circumstances have occurred since contract inception, but none are identified. Energy Supplier C also communicates that, if there is a new circumstance outside of the business' control preventing the installation from progressing (such as a third party with influence over the metering arrangements refusing access), the supplier can accept a signed customer declaration as evidence of this barrier in which case they would not take steps to enforce the contract. Energy Supplier C also communicates any consequences for the customer's contract of making false statements in a signed declaration.

Energy Supplier C does not receive a signed declaration from the customer. Following several attempts to re-engage the customer using multiple channels and alternative contact details, the supplier decides to enforce the smart meter related terms of the contract (by passing down the additional costs of maintaining the traditional meters that were clearly explained before the customer signed the contract).

Part 2: Guidance for Commercial Landlords and Tenants

Part 2A: DESNZ Policy Statement and Commercial Landlord and Tenant Communications

Introduction

This section includes the following guidance:

- **DESNZ Policy Statement on Commercial Tenants' Requests to Install Smart Meters** – this sets out the interactions between the universal implementation requirement and commercial tenants' requests to install smart meters (see Box A below).
- **Boilerplate communications –** these are templates which commercial landlords and tenants can send to one another, cross-referencing the DESNZ policy statement and seeking/granting the agreement of the other to arrange for, or facilitate, the installation of smart meters in rented premises (see boxes B-D below).

This guidance is aimed at supporting smart meter installations in commercial rented premises by improving communication and cooperation between landlords and tenants, making it easier for tenants to request landlord permission, and helping reduce delays to installation. They are meant to provide additional clarity for commercial tenants and landlords in terms of how they can support one another to facilitate the smart meter installation. This is particularly helpful given the known diversity in non-domestic lease agreements across the market.

These communications are intended to be helpful practical tools to be utilised or adapted on a voluntary basis by commercial landlords and tenants across Great Britain (including Scotland and Wales).

Box A: DESNZ Policy Statement

From 1st September 2027, small businesses and public sector sites that want to begin a new fixed term energy contract will need to agree to have smart meters installed. This is under government changes to make rules regarding the rollout of non-domestic energy contracts that require smart meters fair and consistent for consumers.

Commercial tenants may contact their landlords to seek permission to have smart meters installed accordingly. The Department for Energy Security and Net Zero encourages landlords to accept such requests in a timely manner.

The Department also considers that, in the context of commercial tenants seeking the installation of a smart meter to meet their contractual commitments with their energy supplier (and access the potentially cheaper rates of energy associated with fixed term energy contracts), a commercial landlord who refuses a request from a tenant under a commercial lease to install a smart meter would likely be acting unreasonably.

The Department notes that there may be a small number of circumstances where additional works (such as building or electrical works) may be required to the premises before a meter upgrade can take place, with potential costs implications.

In these instances, under a binding consumer protection code established by the government, energy suppliers must take all reasonable steps to ensure that their customer (whether they are the landlord or tenant) preserves the benefit of their fixed term contract at no additional cost while the works remain unresolved. It is also good practice that your installer shares information on additional works where possible (e.g. if additional work is required, what work is needed and what action (if any) your organisation could take).

We encourage commercial landlords and tenants in this situation to work together to discuss options for resolving such works.

Box B: Boilerplate communication (commercial tenant that pays energy bills seeking their landlord’s agreement to them arranging for the installation of smart meters)

Dear [**Landlord**],

I am writing to ask for your permission for the installation of smart meter(s) in the premises we are leasing from you at **[insert address]**.

As you may be aware, Government has introduced some changes to business energy contracts which means that from 1st September 2027, I/we will need to agree to have a smart meter(s) installed to begin a new fixed term energy contract. Since fixed term contract rates tend to be cheaper than alternatives, I wanted to let you know that I would like to proceed with a smart meter(s) installation. [**If wanted: I hope that you agree that this is a reasonable request, as noted by the Government in their information about tenancies and smart-contingent contracts** [**insert link to DESNZ policy statement**]].

According to the Government’s official website:

“From 1st September 2027, small businesses and public sector sites that want to begin a new fixed term energy contract will need to agree to have smart meters installed.

Commercial tenants may contact their landlords to seek permission to have smart meters installed accordingly. The Department for Energy Security and Net Zero encourages landlords to accept such requests in a timely manner.” The full statement can be found at: [**insert link to DESNZ policy statement**]

I/we would be grateful if you can confirm your agreement in writing by [**date**] to ensure we can secure the best energy rates when we next come to renew our contract. I/we will then agree to the installation with my/our energy supplier when entering the new contract.

Smart meters are usually installed in non-domestic premises at no additional cost. However, if our energy supplier raises any unexpected issues during the installation process we will of course be in touch with you to discuss before proceeding with the installation.

Regards, [**Tenant**]

Box C: Boilerplate communication (commercial landlord proactively granting their permission to their energy bill paying tenants to arrange for the installation of smart meters)

Dear [**Tenant**],

I'm aware that from September 2027, if you wish to begin a new fixed term energy contract for your business you will need to agree to have a smart meter(s) installed.

The Government's official website states that:

"From 1st September 2027, small businesses and public sector sites that want to begin a new fixed term energy contract will need to agree to have smart meters installed. This is under government changes to make rules regarding the rollout of non-domestic energy contracts that require smart meters fair and consistent for consumers". The full statement can be found at: [**insert link to DESNZ policy statement**]

Since fixed term contracts tend to be cheaper than alternatives, I wanted to let you know in advance that I'm happy for you to agree to a smart meter installation at **[address of premises].**

Your energy supplier will be in touch informing you of the policy changes to fixed term contracts, if they haven't already, and they will contact you before your contract ends to remind you. Once your new fixed term contract has started, your supplier will contact you to schedule an installation appointment. Government guidance for non-domestic consumers on smart-contingent contracts can be found at **[insert link to 'Smart-Contingent Contracts: A Guide to the Rights and Expectations for Small Businesses and Public Sector Sites']** if helpful. Smart meters are usually installed in non-domestic premises at no additional cost. If you encounter any unexpected issues during the installation process, I would be happy to work with you to find a solution.

Regards, [**Landlord**]

Box D: Boilerplate communication (commercial landlord that pays energy bills notifying commercial tenant of intention to install smart meters)

Dear [**Tenant**],

I am writing to inform you that I/organisation intend to install smart meters in your leased premises at [**address of premises**].

Recent Government changes mean that, from 1st September 2027, I/organisation need to agree to have a smart meter(s) installed to begin a new fixed term energy contract.

As fixed term contract rates tend to be cheaper than alternatives, I wanted to let you know that, when we next come to renew our contract on [**insert date xx/xx/xx**], I will be agreeing to a smart meter(s) installation.

According to the Government's official website:

"From 1st September 2027, small businesses and public sector sites that want to begin a new fixed term energy contract will need to agree to have smart meters installed. This is under government changes to make rules regarding the rollout of energy contracts that require smart meters fair and consistent for consumers". The full statement can be found at: [**insert link to DESNZ policy statement**]

[If applicable: Having a smart meter(s) in the premises should also benefit you by removing the need to submit/share manual meter readings with [insert as relevant]].

Our energy supplier, [**insert supplier**], will contact you to schedule the installation/s shortly after our new deal starts on [**insert date xx/xx/xx**]. We would be grateful if you can arrange for someone to grant access to the premises at a time convenient to you. You can request an appointment outside of business hours to minimise disruption.

On the day of the appointment, you will need to show the engineer where the existing meters are located. This is [**insert meter location(s) here**].

Government consumer guidance on smart-contingent contracts can be found at [**insert link to 'Smart-Contingent Contracts: A Guide to the Rights and Expectations for Small Businesses and Public Sector Sites'**].

Should you have any concerns about the installation(s), feel free to contact me/us to discuss.

Regards, [**Landlord**]

Part 2B: Sharing smart meter data: guidance for commercial landlords and tenants

Introduction

This guidance explains how commercial landlords can cooperate with commercial tenants to share smart energy meter data, including in order to support decarbonisation of their premises.

Who this guidance is for

This guidance is relevant if you are a commercial landlord who leases out your premises to a commercial tenant. Commercial tenants can include businesses, charities, public sector and other not-for-profit organisations. This guidance will also be of interest to commercial tenants looking to work with their landlord on energy data sharing.

This guidance applies only to commercial premises where there is a smart meter installed (either a SMETS meter or an advanced/AMR meter[1]), and where the tenant is responsible for paying the energy bills. If the landlord pays the energy bills, then the landlord will be able to access smart meter data from their energy supplier, though they may still need the agreement of their tenant before doing so.

This guidance is not relevant for you if you lease your premises for use solely as private domestic dwellings.

Benefits of sharing smart meter data

Smart meters help make commercial buildings cleaner, more efficient and more affordable to heat and run. They are being rolled out to ~3 million smaller businesses and public sector premises[2] across Great Britain across a range of sectors, from retail and hospitality to schools. At the end of Q1 2026, around two thirds of these organisations have smart meters installed[3].

Smart meters record electricity and gas consumption at regular intervals, generating valuable data about organisations' energy consumption that they can use to become more efficient and drive down costs. For commercial premises that are owned and occupied by different organisations, both the landlord and the tenant can benefit from sharing smart meter data with the other. Data sharing allows landlords and tenants to:

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[1] Two types of smart meter are found in commercial premises: Smart Metering Equipment Technical Specification (SMETS) meters and Automated/Advanced Meter Reading (AMR) meters. They record and transmit different amounts of information, but commercial tenants and landlords can receive energy consumption data at granularities up to half-hourly from both kinds of smart meter.

[2] This refers to sites in scope of the smart meter rollout (electricity meters in profile classes 1-4 and sites with gas consumption below 732 MWh per annum). Ofgem historically governed the rollout of advanced meters to larger Industrial & Commercial sites (around 300-400k meters) prior to the smart meter rollout. More information can be found here- Non-domestic smart meter rollout: energy supplier obligations - GOV.UK

[3] Smart meter statistics - GOV.UK

- Work together to identify and action improvements to energy efficiency of equipment and operation.
- Monitor and analyse premise-level consumption patterns, and set targets and benchmarks that are appropriate for both the organisation and the premises.
- Make informed decisions when targeting particular premises for retrofit and other decarbonisation efforts.
- Accurately report the energy consumption and energy efficiency of their premises to meet reporting commitments.

Smart meters can record consumption at intervals as regular as half-hourly, and they send that information automatically to the billpayer's energy supplier. Commercial tenants with smart meters can also choose to share the information with third parties such as their landlord. Tenants have full control over the granularity of the consumption data (e.g. half-hourly, daily, monthly or annually) that they share. Landlords should consider what data granularity they need in order to meet their decarbonisation objectives.

Landlord access to tenants' smart meter data

Landlords and tenants can agree to share data in several ways. The most straightforward route is for the landlord to access smart meter data directly from the tenant's energy supplier or a third party, with the tenant's agreement.

The tenant's energy supplier. The tenant can nominate a third party (in this case their landlord) to receive up to 12 months of smart meter data from the tenant's energy supplier. Energy suppliers must make it clear on their website how a customer can nominate the third party, and how the third party can access the data. The data must be provided for free and in a machine-readable format (such as an Excel or CSV file), and energy suppliers must process the request within 10 working days. Energy suppliers can provide access to data from both SMETS and advanced/AMR meters.

A third-party service provider. Where the tenant has SMETS meters connected to the DCC network, the tenant may permit the landlord to access their meter data via a third-party service provider which is a DCC User (or which has an agreement with a DCC User).[4] Where the tenant has advanced/AMR meters, the landlord may be able to access meter data directly from a meter provider. Landlords may want to work with a third-party service provider who can handle the ingestion and processing of meter data on their behalf. Some providers can provide access to data from multiple types of meters.

As an alternative, it is also possible for the tenant to access and download up to 12 months of smart meter data from their energy supplier for free, and then pass that data on to their

[4] The Data Communications Company (DCC) operates the secure wireless network that connects SMETS meters with energy suppliers and network operators. Third parties can also undergo security and privacy assessments to become Users of the DCC network, which allows them to access the energy consumption data from customers who grant their consent.

landlord. However, this arrangement may not be the most efficient for the tenant, as it requires them to handle and pass on data files.

Establishing tenant agreement for a landlord to access smart meter data

In order to access smart meter data directly from an energy supplier or third party, a landlord will need to establish that they have agreement from their tenant.

There are several different ways in which a tenant can show that they agree to share data with their landlord. For example, the tenant may be asked to fill out or upload a signed Letter of Authorisation. The tenant's energy supplier, or the third-party service provider that the landlord is using, will be able to explain how the tenant's agreement should be evidenced.

Landlords and tenants may also wish to include a data sharing clause in their leases. Data sharing clauses can form part of what is commonly known in the market as green leases, and they place contractual conditions on landlords and tenants to regularly share energy data with each other. This may include data from smart meters as well as other data relating to the premises.

The exact provisions of data sharing clauses and green leases vary. They may simply set a reasonable expectation that the landlord and tenant will share energy data, or it could be a condition of contract for the landlord and tenant to show that they agree to share data when requested.

Considerations for landlords and tenants around how tenants' smart meter data is accessed and processed.

Landlords and tenants should consider commercial sensitivity and confidentiality when agreeing how to share smart meter data with each other. More granular smart meter data may provide information about the tenant's commercial operations. So, landlords should provide, and tenants should request, reassurances about how the data will be used and agree any safeguards. Lease provisions will ordinarily limit the purposes for which the data can be used and require it to otherwise be kept confidential.

Landlords and tenants should also consider whether data privacy considerations are relevant. In most cases, smart meter data from a commercial tenant is unlikely to be personal data under the UK GDPR, since the data is unlikely to relate to an identifiable individual. There are some factors which make it more likely that a commercial tenant's energy consumption data could be personal data, such as if there are only a small number of individuals present at the premises (for example, in the case of a sole trader). All organisations who process personal data must comply with data protection law as laid out in the UK GDPR.

If a landlord intends to process smart meter data from a commercial tenant, and that data constitutes personal data, then the landlord must establish (and record) a legal basis for processing the data before proceeding. Consent would only be a valid basis for processing if it comes from the individual in the organisation to whom the smart meter data related.

Landlords may consider using the “legitimate interests” basis for processing a commercial tenant's smart meter data where that ground for processing is properly made out on a case-by-case basis. The granularity of data sought may be relevant in establishing whether this is the case. More information on applying legitimate interests can be found here: How do we apply legitimate interests in practice? | ICO

Accessing smart meter data from tenants with multiple premises

For landlords who lease multiple premises to the same commercial tenant, the tenant should be able to grant the landlord access to data from all premises with a single action (e.g. one Letter of Authorisation which grants authority in relation to multiple sites). This is true regardless of whether the tenant has SMETS or AMR meters. If you are a landlord working with a third-party provider to ingest and process your tenants’ smart meter data, and the provider requests that your tenant provides agreement for each of their premises separately, please refer them to this guidance.

Part 3: Consumer Guide

This guide is aimed at helping non-domestic consumers understand their rights and expectations with respect to smart-contingent contracts. It is to be used **after 1st September 2027**, when the non-domestic consumer protection code comes into effect[5].

Smart-Contingent Contracts: A Guide to Rights and Expectations for Small Businesses and Public Sector Sites

From 1st September 2027, small businesses and public sector sites in Great Britain that want to enter a new fixed term energy contract[1] with an energy supplier will need to agree to upgrade to smart meters if they do not already have them ("smart-contingent contracts"). If small businesses and public sector sites do not wish to agree to a smart meter installation(s) they will need to choose an alternative type of energy contract.

Why is this policy change happening?

The rollout of smart meters to small businesses and public sector sites (and the associated rollout of smart-contingent contracts) is an important part of modernising Great Britain's infrastructure.

Benefits of smart meters to your organisation include:

- Free and regular information on your energy use, which can help you more easily manage your organisation's energy use and save on bills.
- Receiving accurate bills based on the energy your business uses, rather than estimated bills.

As well as benefiting you, smart meters also benefit energy suppliers and Great Britain's energy system:

- Automated data from smart meters reduces the number of billing errors suppliers are faced with.
- Smart meters help to balance energy supply and demand more efficiently and integrate home-grown renewable energy. This leads to fewer outages, a more resilient energy grid and less dependence on fossil fuels from other countries.

Before this policy change, some energy suppliers were already rolling out fixed term energy contracts that require small businesses and public sector sites to have smart meters ("smart-

[5] While many specific provisions (e.g. the ones based on the Retail Energy Code Schedule - Consumer Protection Code) will come into effect from 1st September 2027, some protections are based on regulations that already exist (e.g. Guaranteed Standards of Performance for microbusinesses and operational licence conditions).

contingent contracts"). By requiring all suppliers to roll out smart-contingent contracts from 1st September 2027, the government has established common rules to ensure the process is clear, consistent and fair for all organisations.

What is the purpose of this guide?

This guide sets out your organisation's rights and expectations throughout the process of signing a smart-contingent contract and having a smart meter installed. It includes rules your energy supplier should follow and/or any industry best practice you can refer to when engaging with them[6]. It applies from 1st September 2027.

Who does this guide apply to?

It applies to small businesses[7] and public sector sites that contract for their electricity or gas solely with an energy supplier (the government intends to develop separate guidance for organisations who procure their energy through intermediaries such as public sector framework providers). Where a particular right/expectation only applies to a particular group (such as microbusinesses), this is clearly stated. Larger industrial sites are subject to their own metering rules and are therefore not in scope of this guidance.

What are my organisation's rights and expectations?

The government has established common rules to ensure the rollout of smart-contingent contracts is clear, consistent and fair for all organisations. The following sections set out your organisation's rights (and any relevant industry best practice) at each stage of the customer journey from 1st September 2027. Throughout this guide, 'you' and 'your' refers to the individual reading this guide on behalf of their organisation.

Section 1: Before you sign a smart-contingent contract

These provisions ensure that you can clearly understand the terms and conditions of smart-contingent contracts before signing them

- Your energy supplier should clearly explain if agreeing to a smart meter installation is a condition of your new contract.
- Before you sign the contract, they should clearly explain any consequences (built into the contract) of signing a smart-contingent contract but later choosing not to proceed with the smart meter installation.
- If you use an energy broker or intermediary to arrange your energy contract, your supplier should ensure that your broker/intermediary understands the consequences of

[6] Throughout, "your supplier should" or any reference to compensation refers to a legal obligation on your energy supplier. "It is good practice" refers to industry best practice. More detail, including the source of any obligations cited, can be found in Annex A.

[7] Formally defined in energy supplier licence conditions as "designated premises". These are sites with electricity meters within profile class 1, 2, 3 or 4 as defined in the Balancing and Settlement Code on 30 November 2012; or gas meters in sites where measured annual consumption of gas is below 732 MWh per annum.

you signing a smart-contingent contract but later choosing not to proceed with the smart meter installation, so that they can pass this information on to you.

Section 2: Arranging your smart meter installation after you have signed a smart-contingent contract

These provisions ensure that you are supported to meet the terms of your smart-contingent contract and that energy suppliers deliver timely installation appointments.

- If you do not already have a smart meter, your energy supplier should contact you within three months of your supply starting under the contract to schedule an installation appointment. If you have not heard from them, we recommend contacting them to remind them of this obligation.
- When choosing your installation appointment, please be aware that:
  - Your supplier should ensure your smart meter is installed within 12 months of your supply starting under the contract.
  - If your business is a microbusiness[8], your supplier should offer you the option of an appointment within three months of the date you agree to the smart meter installation or you may be entitled to £40 compensation.
  - It is good practice that your supplier works with you to agree a time and date that is convenient for your organisation e.g. offering out-of-hours appointments or appointments during periods where your organisation is less busy. As part of your smart meter installation, you may need to turn the electricity off for up to two hours during the installation and someone (e.g. a member of staff) will need to be present to let the installer into the premises.
  - If you rent your commercial premises, depending on the terms of your lease agreement you may need to seek your landlord's agreement for the installation to proceed. The government has published guidance on how you could do this [see Part 2 of this document].
- If your business is a microbusiness[8], once the appointment is booked and if your supplier cancels the appointment within 24 hours of the appointment, you may be entitled to £40 compensation.
- Your energy supplier should talk to you about the type of smart meter you are having installed and, if relevant, what options are available to you – more information on this can be found in Annex A below.

[8] 'Microbusiness' – Your business is a microbusiness if your business has fewer than 10 employees, or their full-time equivalent, and has an annual turnover or balance sheet total of no more than £2 million. Your business is also a microbusiness if it does not have the above but uses no more than 100,000 kilowatt hours (kWh) of electricity per year or 293,000 kilowatt hours (kWh) of gas per year. Your energy supplier can advise as to whether you qualify as a microbusiness for the purpose of their obligations.

Section 3: Having your smart meter installed

These provisions ensure that you experience a smooth smart meter installation experience and understand your rights if something goes wrong.

Process

- Your supplier should carry out the installation efficiently, competently and minimise any inconvenience and disruption.
- To facilitate a smooth installation process, it is also recommended that you share practical information about your organisation's premises with your supplier before your installation where possible e.g. available parking facilities and how to access your meters.

Protections if you face issues with your installation

- If the smart meter cannot be successfully installed on the day due to an issue **within your supplier's control** (for example, they arrived with incorrect equipment):
    - It is good practice that they resolve the issue promptly and rearrange your installation appointment.
    - If your business is a microbusiness[8], you may also be entitled to £40 compensation.
    - Your energy supplier should not attempt to enforce the smart-contingent contract. This means that they should not implement consequences for signing a smart-contingent contract and not proceeding with the smart meter installation.
- If the smart meter cannot be successfully installed due to your **organisation's circumstances**, then:
    - Your supplier should give you an opportunity to explain what these are.
    - It is recommended that you inform them if your small business or public sector site(s) hosts critical national infrastructure (e.g. those delivering essential government services[9]), has domestic residents present (for example a park home) or if you are in financial difficulty, so that your supplier can take this into account when assessing next steps.
    - If the smart meter can't successfully be installed because of reasons outside of your organisation's control, your energy supplier also should not attempt to enforce the smart-contingent contract. Examples of situations outside of your control might include:
        - If there are technical issues to your installation proceeding.
        - If your landlord has refused to allow the smart meter installation to proceed or not engaged with your attempts to secure their permission.

[9] Check if your organisation's premises hosts Critical National Infrastructure as defined by the government (NPSA)

        - If you share your meter cupboard with another organisation and they have prevented your energy supplier from accessing it.
    - If your supplier can't verify the reason outside of your control directly, they may ask you to sign a declaration confirming your circumstances (e.g. that your landlord has not agreed to allow the installation to proceed). Please note that any false statements made to an energy supplier could have implications for your energy contract.
    - It is also good practice that your supplier proactively offers to rebook or offer a fresh appointment where possible once any barriers to your installation are resolved.
- In rare instances, it may not be possible for your energy supplier to successfully install the smart meter because **additional works (e.g. building or electrical works)** are needed at the premises. In this situation:
    - It is good practice that the person installing your smart meter shares information on additional works where possible (e.g. if additional work is required, what work is needed and what action (if any) your organisation could take).
    - Your supplier should not enforce your smart-contingent contract while the works remain unresolved.
    - However, it is recommended that you contact relevant third parties (e.g. your landlord, an electrician or builder) to discuss a solution and that you grant access to the premises as appropriate to enable these works to take place.
    - Once any works are complete, it is recommended that you notify your energy supplier so that they can resume your smart meter installation.
    - In situations where you yourself have identified the works (e.g. before your energy supplier has observed them directly), you may be asked to evidence this through signing a declaration, similar to that described earlier in this section.
- If your organisation **chooses not to proceed with the smart meter installation (e.g. because you have changed your mind) and there are no barriers outside of your control**, as with other commercial contracts, your energy supplier may enforce the contract by implementing the consequences outlined to you before you signed your smart-contingent contract. Your supplier's exact contractual terms should have been communicated to you clearly before you signed your contract – see Section 1.
- If you and your supplier cannot reach agreement about the reason why you have not been able to meet the conditions of your smart-contingent contract, refer to the 'Support and Dispute Resolution' section below.

Section 4: After your smart meter has been successfully installed

These provisions ensure that you benefit from having a working smart meter.

- Once installed, your organisation should have access to the following benefits:

  - **Free and regular information on your energy use:** Your supplier should provide free, regular and easy-to-understand information on your energy use and tell you how to access this. This may be through an online platform or display.
  - **Automatic readings:** meter readings should be collected automatically so that you no longer have to provide readings manually.
  - **Accurate bills:** bills should reflect your actual energy use, not estimates. It is good practice that your energy supplier informs you if the bill you receive is an estimated one.
  - **Access to smart meter enabled products and services including time of use tariffs:** these are tariffs where you pay different prices at different times of day, depending on the demand for energy (e.g. lower costs when demand is low).
- The vast majority of smart meters work as they should. However, if your smart meter is not sending automatic readings, your supplier should seek to fix the smart meter as soon as possible and within 90 days (working with other parties where relevant) of being made aware of the issue.
- If you think there might be a problem with your smart meter, we recommend contacting your energy supplier. If your business is a microbusiness[8], your supplier should respond within 5 working days with a resolution plan. If they do not respond within this timeframe, you may be entitled to £40 compensation.

Support and Issue Resolution

If you do not feel the service your organisation has received has met these standards, you can complain to your energy supplier. They have six weeks[10] to investigate and resolve your complaint.

If six weeks have passed and your complaint hasn't been resolved, or if the issue is not resolved to your satisfaction, small businesses and public sector sites (that meet the criteria for 'small business'[11]) can escalate the complaint to the Energy Ombudsman which will make a decision on whether the supplier has acted fairly, and determine if they need to take any action to remedy the situation.

If you need more help or advice on engaging with your supplier, you may contact consumer organisations such as Citizens Advice and Consumer Scotland.

You may also refer to more information from Ofgem (energy regulator for Great Britain) on:

- how to manage issues with your energy supplier; and
- getting energy and setting up energy contracts for your business

[10] Fairer, faster redress in the energy market: consultation response
[11] You can reach out to the Energy Ombudsman if your business –
1. Has fewer than 50 employees or their full-time equivalent, AND an annual turnover of at most £6.5 million or a balance sheet total of £5.0 million
2. OR an annual electricity consumption of not more than 200,000 kWh
3. OR an annual gas consumption of not more than 500,000 kWh

Annex A

Section of guide	Corresponding legislation, supplier licence conditions or codes
Section 1 - Before you sign a smart-contingent contract	• Retail Energy Code Non-Domestic Smart-Contingent Contracts Schedule: Consumer Protection Code.
Section 2 - Arranging your smart meter installation after you have signed a smart-contingent contract	• Retail Energy Code Non-Domestic Smart-Contingent Contracts Schedule: Consumer Protection Code. • Smart Metering Guaranteed Standards of Performance[12]. • Consolidated Metering Code of Practice (CoMCoP), Retail Energy Code (Section 10 – installation activity. CoMCoP is binding for microbusinesses but also applies for non-microbusinesses where: a) the Supplier has chosen to adopt CoMCoP processes for that installation, or b) the installation is carried out under a programme or contract that incorporates CoMCoP standards, or c) the Supplier applies CoMCoP as its universal installation standard. For others this remains industry best practice).
Section 3 - Having your smart meter installed	• Retail Energy Code Non-Domestic Smart-Contingent Contracts Schedule: Consumer Protection Code. • Smart Metering Guaranteed Standards of Performance[12]. • Consolidated Metering Code of Practice, Retail Energy Code (Section 10 – installation activity. CoMCoP is binding for microbusinesses but also applies for non-microbusinesses where: a) the Supplier has chosen to adopt CoMCoP processes for that installation, or b) the installation is carried out under a programme or contract that incorporates CoMCoP standards, or c) the Supplier applies CoMCoP as its universal installation standard. For others this remains industry best practice).

[12] Smart metering guaranteed standards of performance - Ofgem

Section 4 - After your smart meter has been successfully installed	• Non-Domestic Smart Meter Customer Data Offer [Standard Licence Conditions 51 (electricity) and 45 (gas)] • Smart Metering Guaranteed Standards of Performance[12]. • Smart Metering Operational Licence Conditions [Standard Licence Conditions 49 (electricity) and 43 (gas)]
Rules regarding the installation of meter type	• Under Standard Licence Condition 39 (electricity) and 33 (gas) if you are a microbusiness, your energy supplier must offer you a meter that meets the latest Smart Metering Equipment Technical Specifications (SMETS2) by default. All the protections in this guide apply to SMETS2 meters. • If you are not a microbusiness (i.e. you are a user of more energy) your supplier may offer you a choice of SMETS2 meters and advanced meters. Advanced meters are a type of half-hourly meter found in the non-domestic sector. They have some, but not all, of the characteristics of SMETS2 meters. Your supplier can talk you through these different options. However, please be aware that: • they should ensure you are offered the option of a SMETS2 meter as part of those conversations. They should also clearly explain the difference between SMETS2 meters and advanced meters to enable you to make a clearly informed choice; and • not all of the protections in this guide may apply to you if you have advanced meters installed.

This publication is available from: https://www.gov.uk/government/consultations/non-domestic-smart-meter-rollout-post-2025

Any enquiries regarding this publication should be sent to us at: smartmetering@energysecurity.gov.uk

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