



UK Government

Non-Domestic Smart Meter Rollout Post-2025

Annex D: Amendments to Electricity Supply Standard Licence Conditions and Gas Supply Standard Licence Conditions

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



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Amendments to Electricity Supply Standard Licence Conditions

Condition 53: Smart Metering – Terms of Supply Contracts for Non-Domestic Customers at Designated Premises

53.1 This Condition applies in respect of Designated Premises only.

Fixed Term Supply Contracts

53.2 If the licensee enters into a Non-Domestic Fixed Term Supply Contract in respect of one or more Designated Premises on or after 1 September 2027, then the licensee must ensure that such contract includes a term or terms under which the Non-Domestic Customer agrees to:

- (a) take the supply of electricity at the Designated Premises through a Smart Metering System or an Advanced Meter (in each case as determined by the licensee); and
- (b) the licensee installing, or arranging the installation of, a Smart Metering System or an Advanced Meter (in each case as determined by the licensee) at each Metering Point at the Designated Premises which does not have a Smart Metering System or an Advanced Meter installed.

Implementation of the Fixed Term Supply Contracts Term

53.3 Where the licensee installs, or arranges the installation of, a Smart Metering System or an Advanced Meter in accordance with the terms of a Non-Domestic Fixed Term Supply Contract, the licensee must ensure that it is compliant with the requirements set out in Part B (Duty in relation to replacement meters and new connections and exceptions from the duty) of standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance).

Energy Intermediary Contracts

53.4 If the licensee enters into an Energy Intermediary Contract in respect of one or more Designated Premises on or after 1 September 2027, then the licensee must take all reasonable steps to ensure that the Energy Intermediary Contract includes a term under

which the Energy Intermediary agrees to the inclusion of a term or terms in its contract with the Non-Domestic Customer under which the Non-Domestic Customer agrees to:

- (a) take the supply of electricity at the Designated Premises through a Smart Metering System or an Advanced Meter (in each case as determined by the licensee); and
- (b) the installation of a Smart Metering System or an Advanced Meter (in each case as determined by the licensee) at each Metering Point at the Designated Premises which does not have a Smart Metering System or an Advanced Meter installed.

Customer Awareness

53.5 The licensee must inform each Non-Domestic Customer at a Designated Premises in respect of which the licensee is the Relevant Electricity Supplier, in Writing (drafted in plain and intelligible language), of:

- (a) the licensee's obligations under this condition in respect of Non-Domestic Fixed Term Supply Contracts; and
- (b) the actions (if any) which can be taken by such Non-Domestic Customer in advance of entering into a Non-Domestic Fixed Term Supply Contract.

53.6 The licensee shall inform the Non-Domestic Customer of the matters set out in paragraph 53.5:

- (a) as soon as practicable and, in any event, at least once between 1 January 2027 and 1 September 2027; and
- (b) at such intervals thereafter (both before and after 1 September 2027) as are determined appropriate by the licensee for the purposes of ensuring that the Non-Domestic Customer is regularly updated of such matters.

Retail Energy Code

53.7 The licensee must, in complying with the requirements of this condition, comply with the Non-Domestic Smart-Contingent Contracts Schedule of the Retail Energy Code.

Definitions

53.8 In this Condition:

Advanced Meter	means an Electricity Meter which satisfies the definition of 'advanced meter' in paragraph 12.19 of standard condition 12 (Matters relating to Electricity Meters) but which does not form part of a Smart Metering System.
Energy Intermediary	means the licensee's counterparty under an Energy Intermediary Contract.
Energy Intermediary Contract	means any contract between the licensee and a person acting as a third-party intermediary, under which the third-party intermediary: (a) procures, arranges or facilitates, for a public sector organisation that is subject to the Procurement Act 2023, a supply of electricity to one or more Designated Premises; or (b) purchases, and is liable for the Charges for the Supply of Electricity in respect of, the electricity supplied to one or more Designated Premises.
Metering Point	has the meaning given to it in the Retail Energy Code.
Non-Domestic Fixed Term Supply Contract	means a Non-Domestic Supply Contract (or where applicable, part of a Non-Domestic Supply Contract) which is for a fixed term period (whether or not comprising or entered into pursuant to an Energy Intermediary Contract).

Amendments to Gas Supply Standard Licence Conditions

Condition 47: Smart Metering – Terms of Supply Contracts for Non-Domestic Customers at Designated Premises

47.1 This Condition applies in respect of any Designated Premises only.

Fixed Term Supply Contracts

47.2 If the licensee enters into a Non-Domestic Fixed Term Supply Contract in respect of one or more Designated Premises on or after 1 September 2027, then the licensee must ensure that such contract includes a term or terms under which the Non-Domestic Customer agrees to:

- (a) take the supply of gas at the Designated Premises through a Smart Metering System or an Advanced Meter (in each case as determined by the licensee); and
- (b) the licensee installing, or arranging the installation of, a Smart Metering System or an Advanced Meter (in each case as determined by the licensee) at each Supply Meter Point at the Designated Premises which does not have a Smart Metering System or an Advanced Meter installed.

Implementation of the Fixed Term Supply Contracts Term

47.3 Where the licensee installs, or arranges the installation of, a Smart Metering System or an Advanced Meter in accordance with the terms of a Non-Domestic Fixed Term Supply Contract, the licensee must ensure that it is compliant with the requirements set out in Part B (Duty in relation to replacement meters and new connections and exceptions from the duty) of standard condition 33 (Smart Metering System – Roll-out, Installation and Maintenance).

Energy Intermediary Contracts

47.4 If the licensee enters into an Energy Intermediary Contract in respect of one or more Designated Premises on or after 1 September 2027, then the licensee must take all reasonable steps to ensure that the Energy Intermediary Contract includes a term under

which the Energy Intermediary agrees to the inclusion of a term or terms in its contract with the Non-Domestic Customer under which the Non-Domestic Customer agrees to:

- (a) take the supply of gas at the Designated Premises through a Smart Metering System or an Advanced Meter (in each case as determined by the licensee); and
- (b) the installation of a Smart Metering System or an Advanced Meter (in each case as determined by the licensee) at each Supply Meter Point at the Designated Premises which does not have a Smart Metering System or an Advanced Meter installed.

Customer Awareness

47.5 The licensee must inform each Non-Domestic Customer at a Designated Premises in respect of which the licensee is the Relevant Gas Supplier, in Writing (drafted in plain and intelligible language), of:

- (a) the licensee's obligations under this condition in respect of Non-Domestic Fixed Term Supply Contracts; and
- (b) the actions (if any) which can be taken by such Non-Domestic Customer in advance of entering into a Non-Domestic Fixed Term Supply Contract.

47.6 The licensee shall inform the Non-Domestic Customer of the matters set out in paragraph 47.5:

- (a) as soon as practicable and, in any event, at least once between 1 January 2027 and 1 September 2027; and
- (b) at such intervals thereafter (both before and after 1 September 2027) as are determined appropriate by the licensee for the purposes of ensuring that the Non-Domestic Customer is regularly updated of such matters.

Retail Energy Code

47.7 The licensee must, in complying with the requirements of this condition, comply with the Non-Domestic Smart-Contingent Contracts Schedule of the Retail Energy Code.

Definitions

47.8 In this Condition:

Advanced Meter	means a Gas Meter which satisfies the definition of 'advanced meter' in paragraph 12.22 of standard condition 12 (Matters relating to Gas Meters) but which does not form part of a Smart Metering System.
Energy Intermediary	means the licensee's counterparty under an Energy Intermediary Contract.
Energy Intermediary Contract	means any contract between the licensee and a person acting as a third-party intermediary, under which the third-party intermediary: (a) procures, arranges or facilitates, for a public sector organisation that is subject to the Procurement Act 2023, a supply of gas to one or more Designated Premises; or (b) purchases, and is liable for the Charges for the Supply of Gas in respect of, the gas supplied to one or more Designated Premises.
Non-Domestic Fixed Term Supply Contract	means a Non-Domestic Supply Contract (or where applicable, part of a Non-Domestic Supply Contract) which is for a fixed term period (whether or not comprising or entered into pursuant to an Energy Intermediary Contract).
Supply Meter Point	has the meaning given to it in the Uniform Network Code.

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

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