



UK Government

Non-Domestic Smart Meter Rollout Post-2025

Annex E: Retail Energy Code Schedule
(Consumer Protection Code)

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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Retail Energy Code Schedule (Consumer Protection Code)

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 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 respect of **Designated Premises** under Condition 53 of the [Electricity Supply Licence](#) and Condition 47 of the [Gas Supply Licence](#).
- 1.2 It includes:
- (a) management of [Non-Domestic Consumer](#) risks arising from unfair or disproportionate implementation of **Smart-Contingent Contracts** by [Energy Suppliers](#);
 - (b) communication and information-sharing requirements relating to the implementation and implications of **Smart-Contingent Contracts**; and
 - (c) governance requirements.
- 1.3 This [REC Schedule](#) should be read in conjunction with (and is without prejudice to the obligations of [Energy Suppliers](#) under):
- (a) the [Energy Supply Licences](#); and
 - (b) the [Consolidated Metering Code of Practice \(CoMCoP\)](#), including provisions in respect of [Micro-Business Consumer](#) premises and protections.

2 Fairness and Proportionality

- 2.1 Before an [Energy Supplier](#) takes any action to enforce a **Smart-Contingent Contract**, the [Energy Supplier](#) must give the other party to the contract the opportunity to clarify its circumstances so that these can be taken into account by the [Energy Supplier](#) when deciding what action should be taken.
- 2.2 When implementing and enforcing a **Relevant Term**, an [Energy Supplier](#) must pay particular attention to the needs and circumstances of:
- (a) any [Non-Domestic Consumer](#) that the [Energy Supplier](#) becomes aware or has reason to believe is in **Financial Difficulty**;
 - (b) any persons who reside or are accommodated at the **Designated Premises** to which the **Smart-Contingent Contract** relates; and
 - (c) any **Critical National Infrastructure** sited at or managed from the **Designated Premises** to which the **Smart-Contingent Contract** relates.
- 2.3 When deciding what (if any) action to take in relation to a failure to comply with a **Relevant Term**, the [Energy Supplier](#) must take into account any circumstances which are outside the control of the other party to the **Smart-Contingent Contract**, including:

- (a) where the [Non-Domestic Consumer](#) provides the [Energy Supplier](#) with a written declaration stating that a third party with control or influence over the [Registrable Meter Point \(RMP\)](#) at the [Designated Premises](#) has not given its permission to a request for permission to proceed with the installation of the [Smart Meter](#) or [Advanced Meter](#);
- (b) 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
- (c) 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:

- (a) circumstances outside the control of the [Non-Domestic Consumer](#); or
- (b) the need for additional works to be undertaken at the [Designated Premises](#),

then the [Energy Supplier](#) must take all reasonable steps to preserve the benefit of the [Smart-Contingent Contract](#) for the [Non-Domestic Consumer](#) (at no additional cost) while such circumstances or additional works (as applicable) remain outstanding.

3 Awareness and Communication

3.1 When the [Energy Supplier](#) enters into a [Smart-Contingent Contract](#) with a [Non-Domestic Consumer](#), the [Energy Supplier](#) must ensure that the [Non-Domestic Consumer](#) is made aware of:

- (a) the [Relevant Term](#); and
- (b) the consequences of not complying with the [Relevant Term](#).

3.2 Where the [Energy Supplier](#) enters into 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 ensure that the [TPI](#) is made aware of:

- (a) the [Relevant Term](#); and
- (b) the consequences for the [Non-Domestic Consumer](#) of not complying with the [Relevant Term](#).

3.2 At a minimum, the [Energy Supplier](#) must communicate such information specified under Paragraphs 3.1 and 3.2:

- (a) in writing;
- (b) in plain and intelligible language; and

- (c) with a reasonable degree of prominence.

4 Installation Standards and Timelines

- 4.1 Where an [Energy Supplier](#) enters into a **Smart-Contingent Contract** with a [Non-Domestic Consumer](#), the [Energy Supplier](#) must take all reasonable steps to ensure that:
 - (a) within 3 months of the date from which the supply of [Energy](#) to each **Designated Premises** under that contract commences, an appointment for a [Smart Meter](#) or **Advanced Meter** to be installed at that **Designated Premises** has been scheduled; and
 - (b) within 12 months of the date from which the supply of [Energy](#) to each **Designated Premises** under that contract commences, a [Smart Meter](#) or **Advanced Meter** has been installed at that **Designated Premises**.
- 4.2 Where an [Energy Supplier](#) enters into a **Smart-Contingent Contract** with an **Energy Intermediary**, the [Energy Supplier](#) must take all reasonable steps to ensure that:
 - (a) within 3 months of the date from which the supply of [Energy](#) to each **Designated Premises** pursuant to the arrangements under that contract commences, an appointment for a [Smart Meter](#) or **Advanced Meter** to be installed at the **Designated Premises** has been scheduled; and
 - (b) within 12 months of the date from which the supply of [Energy](#) to each **Designated Premises** pursuant to the arrangements under that contract commences, a [Smart Meter](#) or **Advanced Meter** has been installed at that **Designated Premises**.

5 Monitoring and Reporting

- 5.1 [RECCo](#) shall procure and contract with a **Smart-Contingent Contract Monitoring Body (SCC Monitoring Body)** to monitor each [Energy Supplier](#)'s compliance with this [REC Schedule](#), as further described in this Paragraph 5.
- 5.2 [RECCo](#) shall select or establish an **SCC Monitoring Body** that has the appropriate expertise to perform its role. [RECCo](#) may choose to itself perform some or all of the role of the **SCC Monitoring Body**. [RECCo](#) shall ensure that the **SCC Monitoring Body** performs its role in accordance with this REC Schedule and to a reasonable standard.
- 5.3 The **SCC Monitoring Body** shall monitor each [Energy Supplier](#)'s compliance with this [REC Schedule](#), in accordance with the approach to monitoring from time to time determined under Paragraph 5.4.
- 5.4 The approach to monitoring shall be established and periodically reviewed (including when such a review is requested by the [Authority](#)) as follows:
 - (a) [RECCo](#) shall agree the proposed approach to monitoring with the **SCC Monitoring Body**, which may include surveys and which must complement (without

duplicating) any monitoring undertaken by either or both of the [Authority](#) and/or the Secretary of State;

- (b) [RECCo](#) shall, where [RECCo](#) considers it proportionate to do so, undertake and publish an impact assessment in respect of the proposed approach to monitoring (or any material revision to the approach to monitoring), including consideration of the expected costs and benefits of the approach;
- (c) [RECCo](#) shall undertake a public consultation in respect of the proposed approach to monitoring (or any material revision to the approach to monitoring), which [RECCo](#) shall take reasonable steps to bring to the attention of relevant [Consumers](#) and groups representing relevant [Consumers](#);
- (d) [RECCo](#) shall give due consideration to the consultation responses received, make any necessary revisions to the proposed approach to monitoring, and publish the outcome of such consultation (including those consultation responses not marked as confidential); and
- (e) the approach to monitoring (or any revision to the approach to monitoring) shall be effective only once it has been approved by the [Authority](#).

5.5 Each [Energy Supplier](#) shall provide the [SCC Monitoring Body](#) with the information and evidence required in accordance with the approved approach to monitoring.

5.6 The [SCC Monitoring Body](#) shall submit reports to the [REC PAB](#) on the outcome of the monitoring undertaken by the [SCC Monitoring Body](#).

5.7 The reports produced by the [SCC Monitoring Body](#) must remain factual, must be limited to the requirements of the approved approach to monitoring, and must not include comments or recommendations concerning compliance, further investigation or enforcement.

5.8 As soon as reasonably practicable following receipt of each report from the [SCC Monitoring Body](#), the [REC PAB](#) shall:

- (a) review the report only from the perspective of whether the report meets the requirements of this Paragraph 5;
- (b) where the report does not meet the requirements of this Paragraph 5, require the [SCC Monitoring Body](#) to revise and resubmit the report; and
- (c) once the [REC PAB](#) is satisfied that the report meets the requirements of this Paragraph 5, provide the report to the [Authority](#).

5.9 Save as expressly provided for in this Paragraph 5, none of [RECCo](#), the [Code Manager](#), the [SCC Monitoring Body](#) or the [REC PAB](#) are to undertake any monitoring, auditing, investigation, enforcement or other performance assurance in respect of [Party](#) obligations

under this [REC Schedule](#). The [Performance Assurance Framework](#) shall not apply to [Party](#) obligations under this [REC Schedule](#). A breach by a [Party](#) of this [REC Schedule](#) cannot constitute an [Event of Default](#), and Clause 16 (Events of Default and Consequences of Default) shall not apply in relation to this [REC Schedule](#).

- 5.10 For clarity, only the [Authority](#) may investigate or enforce a [Party](#)'s compliance with this [REC Schedule](#).

6 Change Management

- 6.1 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

Term		Definition
Advanced Meter		has the meaning given to it in Condition 53 of the Electricity Supply Licence or Condition 47 of the Gas Supply Licence .
Critical National Infrastructure		has the meaning given to it by the National Protective Security Authority.
Designated Premises		has the meaning given to it in the Energy Supply Licences .
Energy Intermediary		has the meaning given to it in Condition 53 of the Electricity Supply Licence or Condition 47 of the Gas Supply Licence .
Financial Difficulty		in relation to a Non-Domestic Consumer , means a situation where an Energy Supplier is aware, or has reason to believe, that the Non-Domestic Consumer is having difficulty paying any charges due to the Energy Supplier .
Relevant Term		means any term of a Smart-Contingent Contract which relates to the installation of a Smart Meter or Advanced Meter at a Designated Premises .
Smart-Contingent Contract		means an Energy Supplier 's contract with a Non-Domestic Consumer or an Energy Intermediary in respect of which the Energy Supplier has obligations under Condition 53 of the Electricity Supply

		Licence or Condition 47 of the Gas Supply Licence .
Smart-Contingent Contract Monitoring Body	SCC Monitoring Body	means the monitoring body which performs the role described in paragraph 5 of the Non-Domestic Smart-Contingent Contracts Schedule.

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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