

December 2012

A large, stylized graphic element in the bottom right corner of the page. It consists of a thick, curved line that starts as a light blue arc at the top right and curves downwards and to the left, transitioning into a red arc at the bottom right. The letters 'SMICoP' are overlaid on this graphic, with the 'C' and 'o' partially within the red section.

S M I C o P

*smart metering installation code of practice*

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## DEFINITIONS

### Glossary of Terms

Other terms which are undefined in the Code take the same meaning as in the SLCs.

“the Authority” means the Gas and Electricity Market Authority;

“Code” means this Code of practice for the installation of Smart Metering Systems as required by the gas and electricity supply licence conditions;

“Customer” means the person(s) occupying the premises where the Smart Metering System is to be installed, or who is a responsible adult with suitable authority to allow access to the premises;

“Domestic Customer” means a Customer at premises at which a supply of electricity or gas is taken wholly or mainly for a domestic purpose and “domestic premises” is to be construed accordingly, except where that premises is a Non-Domestic Premises;

“Energy Efficiency Guidance” means provision of information (on behavioural changes, and generic products, services or building changes) that could assist the Customer in making informed judgements about the way they can improve the efficiency with which they use their electricity and/or gas;

“HAN” means the Home Area Network related to the Smart Metering System;

“IHD” means the In Home Display. It is an electronic device, linked to a smart meter, which provides information on a Customer's energy consumption;

“Installation Appointment” means a band of time agreed with the Customer for the purpose of installing a Smart Metering System;

“Installation Visit” means a visit to a Customer’s premises for the purpose of installing a Smart Metering System or any part thereof;

“Installer” means any individual authorised by a Member who represents a Member for the purposes of installing a Smart Metering System in Domestic and Micro Business Customers’ premises;

“Large Supplier” means a Supplier with at least 250,000 electricity Customers, or at least 250,000 gas customers;

“Licensee” means any person authorised to supply electricity or gas, as defined in the Electricity Act 1989, and Gas Act 1986;

“MAMCoP” means the Meter Asset Managers Code of Practice. The MAMCoP specifies the requirements for all stages of the gas meter installation's life;

“Marketing” means any onsite activity by the Member in the presence of the Customer (or any other person of the premises) promoting the provision of any goods or services<sup>1</sup> as defined in the supply licence condition<sup>2</sup>;

“Member” means an organisation signed up to adhere to this Code;

“Micro Business Customer” means a Non-Domestic Customer which meets one of the following criteria: Consumes less than 200,000 kWh of gas or less than 55,000 kWh of electricity a year, or has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding €2m<sup>3</sup>;

“MOCOPA” means the Meter Operation Code of Practice Agreement and defines the operational arrangements between meter operators and distribution businesses to support the electricity meter installation and maintenance processes. The agreement authorises meter operators to install and connect meters to the electricity network by clarifying that the equipment being provided, installed and maintained meets appropriate technical requirements and that work is carried out to relevant safety standards;

“NSAP” means the National Skills Academy for Power;

“OAMI” means the Ofgem Approved Meter Installers and are registered entities (on behalf of a Meter Asset Manager) that conform to one or more of the Codes of Practice in relation to meter installation;

“Personnel” means the generic term for employees of a Member, but will relate to different individuals/teams dependent upon the nature of the clause. References to 'Personnel' will be considered in relation to a particular Clause, to mean only the specific individuals or teams relevant to the nature of that Clause;

“Post-Installation” means the period after the Installation Visit, up to the Customer receiving the first bill using smart meter data for meters in credit mode, or the first vend for meters in prepayment mode;

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<sup>1</sup> The restrictions on Marketing do not prevent the promotion or delivery of products and services for which there is no direct charge to the individual Customer, such as those that a Member offers under the Energy Company Obligation (ECO), or other additional products that Suppliers may offer to Vulnerable Customers, such as carbon monoxide monitors.

The definition of Marketing does not include the provision of Energy Efficiency Guidance, as defined above.

<sup>2</sup> Licence Conditions for a Code of Practice for the Installation of Smart Electricity and Gas Meters 2012.

<sup>3</sup> Condition 7A; Supply to Micro Business Consumers, ELECTRICITY ACT 1989 Standard conditions of electricity supply licence.

“Prepayment” means the meter is configured so that the payment for energy is to be made in advance of use;

“Pre-Installation” means the activities associated with arranging the installation of a smart metering system that take place prior to the Installation Visit, for example, arranging an Installation Visit or Installation Appointment, raising Customer awareness and engagement in smart metering;

“Privacy Charter” means to provide a Customer with information about what data is collected from smart meters and what that the information will be used for and sets out the rights and choices that apply to the Customer in relation to smart metering information;

“the Programme” means the Government programme for delivery of smart metering in Great Britain. The Programme is responsible for overseeing the development and implementation of policy, including establishing the commercial and regulatory framework to facilitate the roll-out;

“a Protected” Micro Business site means a site that is defined as a category A or B gas priority user under the emergency arrangements. They are sites that get left on gas in an emergency as shutting them down would endanger life. This would include hospital, care homes etc;

“Representative” means someone who speaks or does something officially for another person or group of people;

“Sales” means a purchase or commitment to purchase (e.g. by contract) a good or service<sup>4</sup>;

“Smart Metering System” has the meaning given to it in the Gas and Electricity Supply Licence. Is comprised of the system components required to deliver the smart functionality; meter, WAN, HAN and an IHD (where provided);

“Small Supplier” means a Supplier with fewer than 250,000 electricity Customers, and fewer than 250,000 gas Customers;

“Supplier” means an organisation that holds a gas supply licence and/or an electricity supply licence and has acceded to the Code;

“SLC” means a Supply Licence Condition, which refers to particular conditions within either the Gas or Electricity Supply Licences;

“Vulnerable” means a Customer who is classed as Vulnerable according to the following definition – “A Customer is Vulnerable if, for reasons of age, health, disability, or severe financial insecurity, they are unable to safeguard their personal welfare or the personal welfare of other members of the household”; and

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<sup>4</sup> Licence Conditions for a Code of Practice for the Installation of Smart Electricity and Gas Meters 2012.

“WAN” means the Wide Area Network related to the Smart Metering System.



# Section A

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## The Code of Practice

# 1. SCOPE OF THE CODE

## 1.1. In Scope

The Smart Metering Installation Code of Practice specifies the minimum standards for Members to follow in relation to the Customer facing aspects of the installation of Smart Metering Systems. The aim of the Code is for the Customer experience of the installation process to be positive, to protect Customers during the process, for Customers to be given appropriate assurances over what will take place during the installation process, and to deliver Programme benefits, including long term behavioural changes.

The Code covers those Smart Metering Systems, for both electricity and gas smart metering. The Code is applied on a voluntary basis for Smart Metering Systems not installed under licence obligations.

The Code is applicable to all Domestic and Micro Business Suppliers except where the Code is explicit that the conditions apply to one or other.

The Code describes specific activities in the period running up to an Installation Visit, the installation itself, and the period from the Installation Visit to the Customer receiving the first bill using smart meter data for meters in credit mode, or the first vend for meters in prepayment mode.

The Code is intended to cover the first gas and/or electricity Smart Metering System installed under licence obligation. The pertinent clauses will be applied for subsequent Smart Metering System installations.

## 1.2. Not in Scope

The Code is not a technical document; the technical elements of Installation are covered under the existing MAMCoP, MOCOPA and OAMI Codes, together with industry standards (such as BS 6400 1-3, BS7671). The Code does not seek to replicate existing codes of practice, licence conditions and legislation but references these as appropriate.

It does not cover “business as usual” activities such as on-going billing and revenue collection.

The Code does not cover the Installation of replacement Smart Metering Systems, but where relevant, could be applied on a voluntary basis.

The Installation of Smart Meters for emergency reasons is not in scope, e.g. damaged meters, unsafe meters, faulty or failed meters. If the Smart Metering System installed in these circumstances is the first for that site, there will be follow up activity by the Member.

The Installation of a Smart Metering System by a metering agent appointed directly by the Customer is not in scope, but all metering agents are encouraged to operate in line with the Code on a voluntary basis.

The Code does not address issues around change of tenancy as these do not relate to a specific Installation event. Members will adopt their own strategies for engaging with Customers upon a change of tenancy where a Smart Metering System has already been installed.

Data privacy and security are not in scope of the Code as these are covered under existing data protection legislation.

### **1.3.Third Parties**

Where a Member contracts with a third party for the provision of installation services, the Member is responsible for ensuring compliance with all components of the Code.

There is no difference in the standards and requirements applied to contracted third parties and their employees from those applied to a Member and its employees.

### **1.4.Code Structure**

The Code is divided into the three phases of the end to end process; Pre-Installation, Installation and Post Installation.

## 2. PRE-INSTALLATION

### 2.1.Relevant Regulation

- 2.1.1.Standard Licence Condition (SLC) 13 Arrangements for Site Access<sup>5</sup>
- 2.1.2.SLC CC 19 Licensee to publish the Code on its website<sup>5</sup>
- 2.1.3.SLC CC 20 Licensee to give a copy of the Code to any person that requests it<sup>5</sup>
- 2.1.4.SLC25 Marketing electricity or gas to Domestic Customers<sup>5</sup>
- 2.1.5.SLC26 Services for specific Domestic Customer Groups<sup>5</sup>
- 2.1.6.SLC31 General Information for Domestic Customers<sup>5</sup>
- 2.1.7.Guaranteed Standards of Performance<sup>5</sup> (GS8)
- 2.1.8.Advertising Standards Agency's Code of Conduct
- 2.1.9.Data Protection Act 1998

### 2.2.Relevant Accreditation

- 2.2.1.National Skills Academy for Power
- 2.2.2.Registration with Gas Safe Register (for the appropriate meter work categories)
- 2.2.3.QCF and ACS Gas Qualifications
- 2.2.4.Energy Efficiency Schemes – City & Guilds / NVQs
- 2.2.5.Meter Asset Manager's Code of Practice (MAMCoP) – Gas
- 2.2.6.ESTA Automated Meter Reading Service Providers Code of Practice (ASPCoP)
- 2.2.7.IGEM Standards

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<sup>5</sup> The Supply Licence Conditions and Guaranteed Standards of Performance can be found on the Ofgem website; <http://www.ofgem.gov.uk/>

## 2.3.Promoting the Code

It is each Member's responsibility to ensure that;

2.3.1.Prior to or during the Installation Visit, all reasonable endeavours should be used to inform the Customer (by whatever means deemed appropriate) that the Member is a signatory to the Code and what this means; and

2.3.2.Relevant smart metering related literature states that the Member is a signatory to the Code.

## 2.4.Engagement and Customer Awareness

It is each Member's responsibility to ensure that their communication materials regarding Smart Metering System installations and energy efficiency products and services;

2.4.1.Complement any Programme provided consumer engagement material<sup>6</sup>;

2.4.2.Are clear, concise and drafted in a way that it is reasonably expected that they will be understood by the Customer

2.4.3.Are made available to the Customer in a variety of media and in a format appropriate to or tailored for;

2.4.3.1.Groups with specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;

2.4.3.2.Vulnerable Customers;

2.4.4.Alert the Customer to the benefits smart metering can bring, for example, an improved understanding of energy consumption, bills for actual consumption rather than estimated, information and advice about their Smart Metering System and how they can use it to improve their energy efficiency, and the availability and range of energy efficiency products and services available;

2.4.5.Point the Customer to sources from which they may obtain additional and impartial information or assistance about improving the efficiency with which they use the electricity and/or gas supplied to them, for example, generic information about the Green Deal<sup>7</sup> programme;

2.4.6.Are updated regularly and in a timely way;

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<sup>6</sup> Subject to consumer engagement material being made available by the Programme.

<sup>7</sup> The Green Deal is a government initiative to help business and home owners increase the energy efficiency of properties with no up-front costs. Costs are paid back through the energy bill over a period of time.

In addition;

2.4.7. Members should use all reasonable endeavours in communicating with the Customer for whom English is not their first language;

2.4.8. All interactions with the Customer in relation to the Installation Visit (verbal or written) should follow the principles as set out in this section and complement the principles of the Code; and

2.4.9. All reasonable endeavours should be used to provide the Customer with a copy of the Privacy Charter<sup>8</sup> or make the Customer aware of the Privacy Charter commitments prior to the Installation Visit.

## 2.5. Recruitment

As an intrinsic part of the recruitment process, it is each Member's responsibility to ensure that;

2.5.1. Only suitable individuals are engaged as Installers;

2.5.2. Qualifications and experience are validated;

2.5.3. Suitable registration is verified with the Gas Safe Register in terms of work on gas meters;

2.5.4. All reasonable endeavours are taken to obtain information about the individual's previous relevant employment;

2.5.5. Due regard is given to the appropriateness of the individual to the role of Installer, a Criminal Records Bureau check is carried out for all new Installers recruited, and the results of the Criminal Records Bureau check are appropriately factored in to the recruitment decision; and

2.5.6. When an Installer leaves their employment, Members must ensure IDs and any other branded materials related to the role are returned to the Member, and if appropriate, duly destroyed.

## 2.6. Training and Accreditation

It is each Member's responsibility to ensure that;

2.6.1. Installers receive appropriate training so they are able to deliver the requirements in the Code section 3.0. *Installation Visit*;

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<sup>8</sup> Subject to the Privacy Charter being approved and made available.

- 2.6.2. The National Skills Academy for Power standard accreditation for smart metering Installers is adopted. In the case of Micro Business Customers, such accreditation or accreditation will be at a level appropriate to the installation, taking into account the knowledge and skills necessary to fulfil the role;
- 2.6.3. Before being permitted to install Smart Metering Systems, Installers have received training<sup>9</sup> from a National Skills Academy for Power accredited provider, or, in the case of Micro Business installations, training at a level appropriate to the installation. An exception is installations that are for training purposes and that are supervised by an appropriately qualified Installer;
- 2.6.4. Installers engaged to undertake gas meter work are appropriately registered with Gas Safe Register;
- 2.6.5. Installers are competent in addressing Customer queries and/or can refer them to an appropriate contact;
- 2.6.6. Installers are trained and competent to provide Energy Efficiency Guidance that is appropriate to the Customer's needs;
- 2.6.7. Installers have a basic knowledge and understanding (appropriate to their role) of data protection and privacy;
- 2.6.8. Their training materials and standards take into account changes in the market and to products/services, legislation and regulation; and
- 2.6.9. Installers receive training that would enable them to have an understanding of the definition of vulnerability, are able to identify potential cases of vulnerability, and any guidance offered is responsive to the needs of Vulnerable Customers (e.g. Priority Services Register).

## 2.7. Scheduling Visits

It is each Member's responsibility to ensure that;

- 2.7.1. The Customer receives notification prior to the Installation Visit (by whatever method the Member deems most appropriate) that their meter(s) is due to be replaced with a Smart Metering System, and when the Member anticipates this will happen;
- 2.7.2. The Customer is provided with the relevant contact details to arrange an Installation Visit;

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<sup>9</sup> For New installers the requirement for NSAP accreditation will be effective immediately upon the code of practice being designated by the Regulator. For existing Installers, approval for a certificate of competence will be secured from NSAP by 31<sup>st</sup> December 2013.

- 2.7.3. The Domestic Customer is advised in advance of the Installation Visit that they will not be charged an upfront or one-off charge for the supply and installation of the Smart Metering System<sup>10</sup>;
- 2.7.4. For Micro Business Customers, where there is a charge for the Smart Metering System and installation, the Customer is advised prior to the Installation Visit;
- 2.7.5. Where an Installation Appointment has been agreed with the Customer, the date and time band is confirmed with the Customer, by any appropriate media prior to the Installation Visit;
- 2.7.6. When scheduling an Installation Visit, the Member will accommodate reasonable Customer requirements, e.g. any arising from specific cultural traditions or religious beliefs, the needs of Vulnerable Customers, the needs of Domestic residents at a Micro Business supply point, the needs of Protected Micro Business sites, or any operational business needs of a Micro Business Customer;
- 2.7.7. Where possible, the Customer is notified in advance as to how many Personnel will attend the Installation Visit, if a third party organisation is being used, and the name of the organisation;
- 2.7.8. If the first appointment offered for an Installation Visit is inconvenient, the Customer is made aware of the range of Installation Appointment time bands that the individual Member operates and that are available to the Customer;
- 2.7.9. If the Customer requests to cancel or reschedule an Installation Visit, that is accommodated (in line with existing policies and processes)<sup>11</sup>;
- 2.7.10. The Customer is informed about their rights in relation to the Installation appointment, where relevant<sup>12</sup>;
- 2.7.11. Where appropriate, the Customer is alerted to the Member's password scheme, for example PSR (Priority Service Register) Customers or other circumstances where it appears appropriate;
- 2.7.12. Their communications regarding the Installation Visit should clearly explain to the Customer what the Installation Visit will entail; the need for the Customer to be at the

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<sup>10</sup> The customer may be subject to an up-front or one-off charge if, prior to the Installation Visit, he/she (a) expressly requests the installation of equipment that exceeds the minimum requirements of the Smart Metering System technical specification; and (b) enters into a contract for the provision of such equipment.

<sup>11</sup> No charge will be incurred if greater than two working days' notice is given.

<sup>12</sup> As set out in the Electricity (Standards of Performance) Regulations 2010, and the Gas (Standards of Performance) Regulations 2005.



premises, an indication as to how long a typical Installation Visit takes, that safe access, working conditions, and access to the meter will be required, that the gas and/or electricity supply will be shut off, that the operation of the Smart Metering System will be demonstrated, and that Energy Efficiency Guidance will be offered;

- 2.7.13. Where both fuels are supplied by one company, all reasonable endeavours shall be made to exchange both meters at the same Installation Visit. In instances where this may not be possible, the Member will provide an explanation to the Customer and advise what will happen;
- 2.7.14. At sites where different energy providers supply the electricity and gas, the Member will advise the Customer that the installation of the Smart Metering System may be undertaken on two separate Installation Visits, which meter they are replacing and that the individual Suppliers will make their own contact arrangements;
- 2.7.15. For an Installation Visit that is being scheduled for housing that is known to be sheltered accommodation, approval should be gained from the warden, or other person in authority before making approaches to the residents; and
- 2.7.16. When arranging an appointment for an Installation Visit, all reasonable endeavours will be used (by checking records and through discussion with the Customer), to identify whether the Customer;
- 2.7.16.1. has specific needs –such as the visually impaired, hearing impaired, and those with low levels of literacy;
- 2.7.16.2. Is known to be Vulnerable;
- 2.7.16.2.1. Where it is identified that the Customer is Vulnerable and that has not previously been recorded, it is to be notified to the appropriate Member Personnel to be recorded; and
- 2.7.16.2.2. Where appropriate, the Installation appointment should be arranged with the carer or the person with legal responsibility over the Customer, and they should be present during the Installation Visit (if required or requested by the Customer).

### **3. INSTALLATION VISIT**

For the purposes of this section, the term “Customer” should be read as including a person that has the legal right to represent the Customer.

#### **3.1.Relevant Regulation**

3.1.1.Gas Act 1986

3.1.2.Electricity Act 1989

3.1.3.Section 3 –HASAWA 1974

3.1.4.Electricity Safety, Quality & Continuity Regulations (ESQCR)

3.1.5.The Meters (Certification) Regulations 1998

3.1.6.The Electricity at Work Regulations 1989

3.1.7.The Gas Safety (Installation and Use) Regulations 1998

3.1.8.Distribution Licence Condition 42

3.1.9.The Electricity (Standards of Performance) Regulations 2010

3.1.10.September 2011 modification of the Standard Conditions of Gas and Electricity Supply Licences (Ofgem’s Spring Package response)

3.1.11.Supply Licence Condition 13. Arrangements for site access

3.1.12.Ofgem's Effective Switching Licence Conditions

3.1.13.Data Protection Act 1998

3.1.14.Consumer Protection from Unfair Trading Regulations 2008

#### **3.2.Relevant Codes of Practice & Industry Commitments**

3.2.1.Meter Operation Code of Practice Agreement (MOCOPA) – Electricity

3.2.2.Meter Asset Manager’s Code of Practice (MAMCoP) – Gas

3.2.3.Ofgem Approved Meter Installers (OAMI)

3.2.4.Safety Net for Vulnerable Customers<sup>13</sup>

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<sup>13</sup> Only applicable to Members of Safety Net for Vulnerable Customers

### 3.3.General Principles

It is each Member's responsibility to ensure that;

- 3.3.1.The Installer maintains a suitable standard of presentation when attending the Customer premises, for example is suitably attired;
- 3.3.2.The Installer is courteous and professional;
- 3.3.3.On attending the Customer premises, the Installer identifies themselves, the Member they represent, and states the purpose of the visit. The Installer will show a valid identity card which clearly displays the Member or Member's third party name, contact phone number, and the Installer's name and photograph;
  - 3.3.3.1.The Customer is able to check the validity of the identity card with the Member;
  - 3.3.3.2.Where the Member operates a password scheme, the Installer will use the password when one has been requested by the Customer;
  - 3.3.3.3.The Installer carries the Gas Safe Registration ID Card when undertaking work on gas Smart Metering System installations;
  - 3.3.3.4.On occasions where more than one person attends the Installation Visit, e.g. with a mentor/trainee/auditor, all Personnel are to present a valid identity card and each person's role is clearly explained to the Customer;
- 3.3.4.A site inspection<sup>14</sup> is undertaken before commencing any work at the Installation Visit and the Customer is advised that the inspection will take place;
- 3.3.5.The Customer premises is left in a similar state "as found" as far as is reasonably possible;
- 3.3.6.Ahead of any work starting, if the proposed meter location or configuration is different from existing, the Installer will discuss with the Customer where the meter and communications module can be installed<sup>15</sup>. Work is not to commence without the Customer's agreement;
- 3.3.7.A record is maintained of which Installer visited the Customer;

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<sup>14</sup>MAMCoP section 7.3; Pre-Installation Procedures and MOCO PA 1.1.6 Assessment on Site of Risks to Safety

<sup>15</sup>If the Customer requests to have the Smart Metering System installed in a different location, they may incur cost for the work. If the Customer will incur cost for the work, he/she will be made aware of this, and the supplier will enter into a contract with the Customer in respect of the activity prior to the Installation Visit. Charging will not occur to recover costs directly associated with a standard installation.

- 3.3.8. Processes are maintained for managing abortive or no access Installation Visits, so that the Customer can be made aware that the Installation Visit has failed, the reasons for the failure, what happens next, and what action(s) the Customer can take;
- 3.3.9. No aspect of the Smart Metering System installation is undertaken (at an occupied premises) on occasions when the Customer is not in attendance, except for situations where work can/needs to be carried out without the Customer being present, for example; the replacement of tampered meters;
- 3.3.10. Where meters are to be installed in sheltered housing (where it is known), approval should be gained from the warden, or other person in authority before making approaches to the residents;
- 3.3.11. On occasions where the Customer has requested or requires a carer or other adult who has legal responsibility over them to be present, and they are not, no aspect of the Smart Metering System installation is to be undertaken;
- 3.3.12. Where potential cases of vulnerability are identified during the Installation Visit, they are to be reported to the appropriate Member Personnel;
- 3.3.13. When undertaking an installation for a Micro Business Customer that will impact the supply and the resident present has specific needs or, is identified as Vulnerable, the Member will use all reasonable endeavours to minimise the impact on the resident;
- 3.3.14. Where appropriate, the Installer gives the Customer guidance on electrical safety, for example not storing objects too close to the meter ;
- 3.3.15. Where appropriate, for gas Smart Metering Systems Installation Visits, the Installer informs the Customer about the dangers of carbon monoxide (CO) and the need to regularly have all gas appliances serviced and checked by a Gas Safe Registered engineer;
- 3.3.16. The Customer is made aware of who to contact after the Installation Visit for further information in relation to the Smart Metering System for support, query resolution, or to provide feedback (verbally or in writing), and non-premium rate helpline numbers are provided; and
- 3.3.17. The Customer is made aware of any additional sources of help and information, including help-lines, websites and other appropriate organisations able to offer assistance. This could include any centrally co-ordinated consumer engagement programme (related to smart metering or energy efficiency information, products and services).

### **3.4. Testing the System**

It is each Member's responsibility to take appropriate steps to ensure the full Smart Metering System is operating correctly, including WAN, HAN and IHD (if provided).

### **3.5. In Home Display (IHD)**

It is each Member's responsibility to ensure that;

- 3.5.1. An IHD is offered at the Installation Visit and if accepted, installed in an appropriate location and set up as far as practicable to meet the needs of the household e.g. tariff and payment type;
- 3.5.2. Instances are recorded where the Customer has opted not to take an IHD, and where provided; and
- 3.5.3. The IHD is suitably located to accommodate the Customer with specific needs, e.g. mobility problems.

### **3.6. Demonstrating the System to the Customer**

It is each Member's responsibility to ensure that;

- 3.6.1. Use of the Smart Metering System is demonstrated to the Customer in a clear and accurate manner, and is easy to understand, including what information is available from the Smart Metering System, how this can be accessed, and use of the IHD (where provided);
- 3.6.2. Where a Smart Metering System is to be operated in Prepayment mode, the Customer is provided with a demonstration of the Prepayment functions – including, where appropriate, tariff detail, debt screens, releasing emergency credit and re-enabling supply, and guidance (with demonstrations where possible) on getting credit and the topping up process;
- 3.6.3. Instructions in a written or other suitable material format, on how to use the Smart Metering System and IHD (if provided), are left with, or sent to the Customer;
- 3.6.4. When demonstrating the Smart Metering System to a Customer, the demonstration is informed by;
  - 3.6.4.1. Any specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;
  - 3.6.4.2. Any known Vulnerability;

3.6.5.If the Customer requires or has requested someone to be present at the Installation Visit, for example, if the Customer is known to be Vulnerable or with specific needs, that person is included in the Smart Metering System demonstration; and

3.6.6.Any information provided is available in a variety of media and in a format appropriate to or tailored for;

3.6.6.1.Groups with specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;

3.6.6.2.Vulnerable Customers.

### **3.7.Provision of Energy Efficiency Guidance**

It is each Member's responsibility to ensure that;

3.7.1.Energy Efficiency Guidance is offered to the Domestic Customer at the Installation Visit;

3.7.2.Energy Efficiency Guidance is offered to a Micro-Business Customer at a time appropriate to their needs, whether before, during, or after the Installation Visit;

3.7.3.The Energy Efficiency Guidance provides the Customer with information and advice about their Smart Metering System and how they can use their Smart Metering System to improve their energy efficiency. The Customer is also directed to additional, impartial sources of information that might, for example, include generic information about the Green Deal programme and the Energy Company Obligation (ECO);

3.7.4.Energy Efficiency Guidance offered to the Customer complements any centrally co-ordinated consumer engagement campaign;

3.7.5.Energy Efficiency Guidance and materials are provided in a format that is suitable for the needs of the Customer that;

3.7.5.1.Has specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;

3.7.5.2.Is known to be Vulnerable;

3.7.6.Where possible, when giving Energy Efficiency Guidance to a Vulnerable Customer or a Customer with specific needs, appropriate steps are taken to ensure a carer or the person with legal responsibility over the Customer is present (if required or requested by the Customer);

3.7.7.Where the Customer requests energy efficiency information over and above the Energy Efficiency Guidance provided at the Installation Visit, the Customer is given appropriate details of where and how they can obtain tailored or suitable advice; and

3.7.8. Where the Customer requests Energy Efficiency Guidance to be given at a later date, the Member records this and follows it up as appropriate.

### **3.8. Marketing**

For each Member engaging in Marketing activity at the Installation Visit, they must ensure that;

3.8.1. Consent must be obtained from the Customer prior to the Installation Visit (for chargeable products and services only). Consent can be secured by any appropriate, recordable method that allows a freely given and specific indication of the Customer's wishes, e.g. by telephone, text, in writing, or electronically (web-form or email);

3.8.2. The Marketing discussion is ended immediately at the Customer's request or if the Customer clearly indicates that it is inconvenient, unwelcome or inappropriate;

3.8.3. Marketing is conducted in a fair, transparent, appropriate and professional manner;

3.8.4. The Customer's inexperience, vulnerability, credulity or loyalties are not exploited;

3.8.5. No high pressure tactics are used;

3.8.6. Details of the products or services offered are accurately presented and the benefits are not over stated, including any possible constraints on technical interoperability;

3.8.7. Credible information is provided (drawn from relevant evidence) of performance of energy efficiency products or services;

3.8.8. Marketing support materials do not give false or misleading information;

3.8.9. It is explained to the Customer that only the products and services available from (or through) the Member are being offered, and that others are available; and

3.8.10. For a Customer that wants to know more about a Member's propositions, but has not given prior consent for Marketing at the Installation Visit, the Member can;

3.8.10.1. Leave the Customer with written information, so that they can initiate further contact with the Member; or

3.8.10.2. Agree that the Member will contact the Customer at a future date to follow-up the discussion; and

3.8.11. Referrals should be followed up after a minimum period of two working days (unless the Customer requests earlier action), allowing the Customer time to explore alternatives and compare the prices they are being offered.

### **3.9.Sales**

For a Domestic Customer, no Sales transactions are to be concluded at the Installation Visit.

For Members engaging in Sales transactions (Micro Business Customers only) at the Installation Visit, they must ensure that;

- 3.9.1.The key terms and conditions of any agreement or contract are explained, including the Customer's right to cancel the contract and the period within which this can be done without penalty;
- 3.9.2.Sales are conducted in a fair, transparent, appropriate and professional manner;
- 3.9.3.A Customer's inexperience, vulnerability, credulity or loyalties are not exploited;
- 3.9.4.No high pressure tactics are used;
- 3.9.5.The discussion is ended immediately at the Customer's request or if the Customer clearly indicates that contact is inconvenient, unwelcome or inappropriate;
- 3.9.6.It is explained to the Customer that only the products and services available from (or through) the Member are being offered, and that others are available;
- 3.9.7.Details of the products or services offered are accurately presented and the benefits are not over stated, including any possible constraints on technical interoperability;
- 3.9.8.A credible written estimate is provided (drawn from relevant evidence) of performance of energy efficiency products or services; and
- 3.9.9.Sales support materials must not give false or misleading information.

### **3.10. Incomplete Installations**

For an installation that cannot be commenced or completed during the Installation Visit, it is each Member's responsibility to ensure that;

- 3.10.1.The Customer is made aware of the reason(s) the installation could not be completed, for example if the site inspection highlighted areas for concern;
- 3.10.2.The site is left in a safe state before departing; and
- 3.10.3. They have processes in place for re-arranging the Installation Visit.



## **4. POST INSTALLATION**

### **4.1.Relevant Regulation**

4.1.1.Gas and Electricity (Consumer Complaints Handling Standards) Regulations 2008

### **4.2.Relevant Codes and Industry Commitments**

4.2.1.N/A

### **4.3.Customer Feedback**

It is each Member's responsibility to ensure that;

4.3.1.The Customer has the means available for providing feedback on their experience of the Installation Visit. This could for example, be in the form of an addressed and franked feedback card, via a website, or verbally; and

4.3.2.This information is taken into account for future Installation Visits and, where appropriate, adjustments are made to Member policies and processes.

## 5. FAULT RESOLUTION

### 5.1.Procedures for Handling Faults

It is each Member's responsibility to ensure that;

- 5.1.1.If a fault is identified with the Smart Metering System during the Installation Visit, the Customer is made aware of the problem, what the resolution is likely to be, who will be resolving the fault, and the approximate timescales of the resolution;
- 5.1.2.The Customer is provided with contact details for additional information related to the Smart Metering System fault, for example should they wish to check progress;
- 5.1.3.It is made clear to the Customer that they will not be charged for rectifying the Smart Metering System fault;
- 5.1.4.Information is provided as to who the Customer is to contact if they identify a fault with the Smart Metering System;
- 5.1.5.If the IHD, if provided, is found to be faulty within 12 months of Installation, the IHD is either repaired or replaced<sup>16</sup>; and
- 5.1.6.The Customer is informed about their rights in relation to components of the Smart Metering System that are identified to be faulty<sup>16</sup>.

## 6. COMPLAINT RESOLUTION

### 6.1.Relevant Regulation

- 6.1.1.Gas and Electricity (Consumer Complaints Handling Standards) Regulations 2008<sup>17</sup>
- 6.1.2.Energy Ombudsman Scheme<sup>18</sup>

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<sup>16</sup> The licensee need only do this where in its reasonable opinion it is satisfied that the fault in the IHD or Smart Metering System is not due to a failure by the Domestic Customer to take all reasonable steps to keep the IHD or Smart Metering System in good working order.

<sup>17</sup> <http://www.legislation.gov.uk/>

<sup>18</sup> <http://www.ombudsman-services.org/energy.html>

## **6.2.Procedures for Resolving Complaints<sup>19</sup>**

The Customer should have clarity as to whom to go to if they have queries or problems and where they can get redress. It is each Member's responsibility to ensure that;

6.2.1.Complaint handling and redress systems with appropriately trained staff are put in place ahead of the mass rollout of smart meters;

6.2.2.The Member that receives any complaint related to the Installation Visit makes all reasonable endeavours to investigate the Customer's concerns and takes appropriate steps to resolve the issue;

6.2.3.Suitable operational arrangements are in place with service providers and network operators so complaints are addressed in a timely manner; and

6.2.4.Requirements or obligations in relation to the reporting of the nature of complaints regarding the Installation Visit are complied with.

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<sup>19</sup> This section does not remove or replace the Suppliers' obligations under the Gas and Electricity (Consumer Complaints Handling Standards) Regulations 2008.

## APPENDIX 1 –Clauses Not Applicable To Micro Business

The table below shows the clauses within the Code that do not apply to Micro Business Customers.

Clause	Description
<b>2.4.3.2</b>	Suppliers are not required to tailor awareness and communications material for Vulnerability for Micro Business Customers
<b>2.6.9</b>	The Suppliers of Micro Business Customer's do not have licence obligations to cater for Vulnerability. Providing training to Installers on Vulnerability would be on a voluntary basis
<b>2.7.3</b>	A Micro Business Customer can be charged up-front for the Smart Metering System. Should there be a charge incurred, the Member is obliged to inform the Customer up-front (refer clause 2.7.4.)
<b>2.7.16.2</b>	Suppliers of Micro Business Customers do not have licence obligations to identify and report on Vulnerability
<b>2.7.11, 3.3.3.2</b>	There is no obligation to alert Micro Business Customers to the Member's password scheme
<b>3.3.12</b>	When installing a Smart Metering System for a Micro Business Customer, the Installer is expected to take all reasonable endeavours to minimise the impact on the resident at the site if they have specific needs or are identified as Vulnerable (refer clause 3.3.13.)
<b>3.5.1</b>	An IHD does not have to be offered to Micro Business Customers. Where an IHD is provided, clause 3.6.1 would apply
<b>3.6.4.2, 3.6.6.2</b>	When demonstrating a Smart Metering System or providing supporting information to a Micro Business Customer, Suppliers do not have a licence obligation to cater for Vulnerability
<b>3.7.5.2, 3.7.6</b>	Energy Efficiency Guidance only needs to be offered to the Micro Business Customer, not to Vulnerable residents (where identified) at those sites
<b>3.8.1, 3.8.10</b>	Members can conduct Marketing activities without obtaining prior consent from the Micro Business Customer. Members are expected to comply with all other clauses in the Marketing section

## **APPENDIX 2 –Clauses Specific to Vulnerable Customers**

### **Purpose**

This section is a grouping of all the clauses in the Code specific to vulnerability.

### **Glossary of Terms**

“Vulnerable” means a Customer who is classed as Vulnerable according to the following definition – ‘A Customer is Vulnerable if, for reasons of age, health, disability or severe financial insecurity, they are unable to safeguard their personal welfare or the personal welfare of other members of the household’;

## **2.PRE-INSTALLATION**

### **2.4.Engagement and Customer Awareness**

2.4.3 Are made available to the Customer in a variety of media and in a format appropriate to or tailored for;

2.4.3.1 Groups with specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;

2.4.3.2 Vulnerable Customers;

### **2.6.Training and Accreditation**

2.6.9 Installers receive training that would enable them to have an understanding of the definition of vulnerability, are able to identify potential cases of vulnerability, and any guidance offered is responsive to the needs of Vulnerable Customers (e.g. Priority Services Register).

### **2.7.Scheduling Visits**

2.7.6 When scheduling an Installation Visit, the Member will accommodate reasonable Customer requirements, e.g. any arising from specific cultural traditions or religious beliefs, the needs of Vulnerable Customers, the needs of Domestic residents at a Micro Business supply point, the needs of Protected Micro Business sites, or any operational business needs of a Micro Business Customer;

2.7.15 For an Installation Visit that is being scheduled for housing that is known to be sheltered accommodation, approval should be gained from the warden, or other person in authority before making approaches to the residents; and

2.7.16 When arranging an appointment for an Installation Visit, all reasonable endeavours will be used (by checking records and through discussion with the Customer), to identify whether the Customer;

2.7.16.1 has specific needs –such as the visually impaired, hearing impaired, and those with low levels of literacy;

2.7.16.2 Is known to be Vulnerable;

2.7.16.2.1 Where it is identified that the Customer is Vulnerable and that has not previously been recorded, it is to be notified to the appropriate Member Personnel to be recorded; and

2.7.16.2.2 Where appropriate, the Installation appointment should be arranged with the carer or the person with legal responsibility over the Customer, and they should be present during the Installation Visit (if required or requested by the Customer).

## **3.INSTALLATION VISIT**

### **3.3.General Principles**

3.3.10 Where meters are to be installed in sheltered housing (where it is known), approval should be gained from the warden, or other person in authority before making approaches to the residents;

3.3.11 On occasions where the Customer has requested or requires a carer or other adult who has legal responsibility over them to be present, and they are not, no aspect of the Smart Metering System installation is to be undertaken;

3.3.12 Where potential cases of vulnerability are identified during the Installation Visit, they are to be reported to the appropriate Member Personnel;

3.3.13 When undertaking an installation for a Micro Business Customer that will impact the supply and the resident present has specific needs or, is identified as Vulnerable, the Member will use all reasonable endeavours to minimise the impact on the resident;

### **3.5.In Home Display (IHD)**

3.5.3 The IHD is suitably located to accommodate the Customer with specific needs, e.g. mobility problems.

### **3.6. Demonstrating the System to the Customer**

3.6.4 When demonstrating the Smart Metering System to a Customer, the demonstration is informed by;

3.6.4.1 Any specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;

3.6.4.2 Any known Vulnerability;

3.6.5 If the Customer requires or has requested someone to be present at the Installation Visit, for example, if the Customer is known to be Vulnerable or with specific needs, that person is included in the Smart Metering System demonstration; and

3.6.6 Any information provided is available in a variety of media and in a format appropriate to or tailored for;

3.6.6.1 Groups with specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;

3.6.6.2 Vulnerable Customers.

### **3.7. Provision of Energy Efficiency Guidance**

3.7.5 Energy Efficiency Guidance and materials are provided in a format that is suitable for the needs of the Customer that;

3.7.5.1 Has specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;

3.7.5.2 Is known to be Vulnerable;

3.7.6 Where possible, when giving Energy Efficiency Guidance to a Vulnerable Customer or a Customer with specific needs, appropriate steps are taken to ensure a carer or the person with legal responsibility over the Customer is present (if required or requested by the Customer);

# Section B

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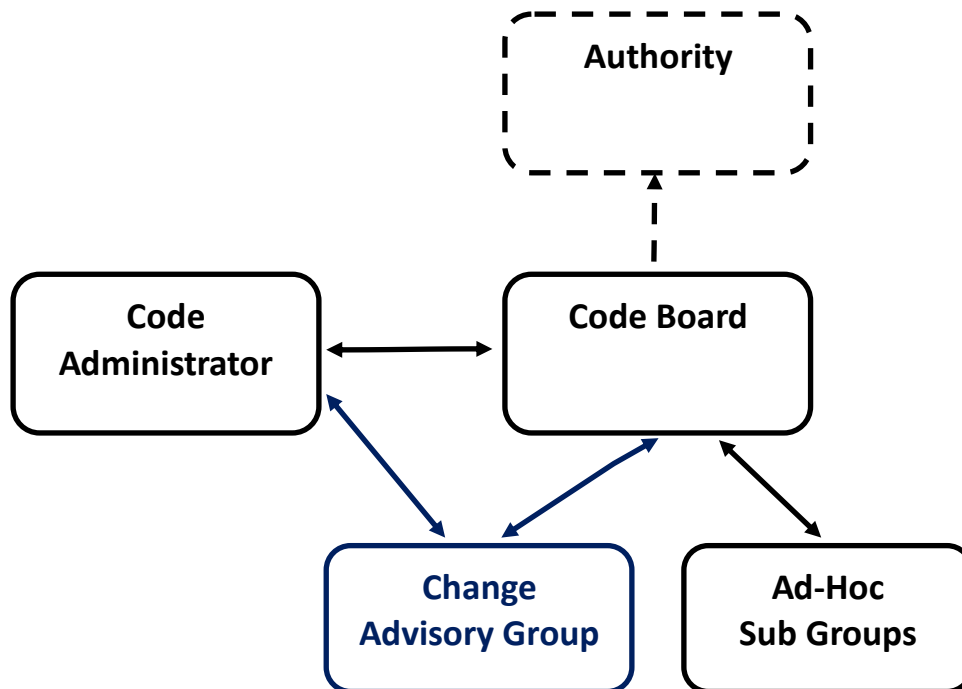
## Code Governance



# 1. ROLES AND RESPONSIBILITIES

## 1.1. Governance Bodies and Structure

1.1.1. There are a number of bodies and groups that are required to operate the Code. These are represented in a structure below and their roles and responsibilities are set out below.



## 1.2. The Authority

- 1.2.1. Observational/monitoring role (including observation at the Code Board and Sub-Groups as appropriate);
- 1.2.2. Recipient of reports from the Code change management and monitoring;
- 1.2.3. Responsible for, on receipt of a recommended code change request, taking one of the following actions within 30 working days:
  - 1.2.3.1. Providing its approval in writing to the proposed revisions; or
  - 1.2.3.2. Providing notice that it is withholding approval; or

1.2.3.3. Providing notice that it is unable to reach a decision on whether to approve or withhold approval within the 30 working day period but that it will aim to do so within the timescale specified in the notice; or

Making no response within 30 working days of receiving a recommended change request in which case the change request will be treated as having been approved by the Authority;

1.2.4. Responsibility for enforcement of the Code outside of these governance arrangements; and

1.2.5. Has the power to direct a review and a subsequent change to the code.

### 1.3. Code Board

1.3.1. The Code Board will:

1.3.1.1. Be responsible for the efficient operation and governance of processes within the Code;

1.3.1.2. Be custodians of the live version of the Code;

1.3.1.3. Approve change requests for submission to the Authority;

1.3.1.4. Own and manage the reporting and monitoring process;

1.3.1.5. Provide overall assurance of robustness of Code;

1.3.1.6. Prioritise and consider issues for resolution; and

1.3.1.7. Agree on the allocation of costs for administration of the Code;

1.3.2. The Code Board will decide to take action as appropriate to discharge its role;

1.3.3. The Code Board should have the appropriate balance of skills, experience, independence and knowledge of the Code to enable them to discharge their respective duties and responsibilities effectively;

1.3.4. The Code Board will be constituted of the following representatives of the following constituents:

- Large suppliers **6 representatives**
- Small Domestic suppliers **2 representatives**
- Micro Business suppliers **2 representatives**
- The National Consumer Council<sup>20</sup> **2 representatives**

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<sup>20</sup> The National Consumer Council represents Domestic and Micro-Business Customers.

1.3.5.A Licensee can only sit within one constituency;

1.3.6.It will be for the constituents to agree their representatives on the Code Board, including any changes;

1.3.6.1.The Code Board membership will be reviewed periodically;

1.3.6.2.The Code Administrator will run a voting process for constituent representatives if they cannot be otherwise agreed;

1.3.7.The following parties will be invited to send a representative to the Code Board as observers:

- The Authority
- DECC
- Network Operators
- Meter Operators

1.3.8.The Chair can invite relevant observers;

1.3.9.The Code Board is the decision-making body for change to the Code, as described in the Code Change Management process within this document. Change should be agreed by discussion and then consensus wherever possible;

1.3.10.Where consensus cannot be reached, a vote will be taken with 1 vote for each Representative. A decision will be made by an absolute majority, with 7 votes needed to agree a decision, regardless of the number of attendees/proxy votes (e.g. if there are 8 attendees/proxy votes at the Code Board, 7 votes are still required for a decision);

1.3.11.Where a Representative cannot attend a meeting, they shall either send the nominated back-up person, or submit a proxy vote to the Chair. The Chair shall read that vote out in the meeting; and

1.3.12.The Code Board will be quorate with 7 attendees, but in that case and without proxy votes, consensus decisions would be required.

## **1.4.Chair of the Code Board**

1.4.1.The Chair will be an individual provided by the Code Administrator and will facilitate the meetings as a non-voting independent party;

1.4.2.The Chair is responsible for agreeing the Code Board meeting agenda with the Code Administrator and ensuring that the Code Administrator sends all relevant papers to the Code Board in advance of the meeting; and

1.4.3.The Chair will ensure meetings are convened as quorate.

## **1.5.Code Administrator**

- 1.5.1.Must be a suitably experienced and qualified body;
- 1.5.2.Responsible for discharging activities within this Code for change management and monitoring;
- 1.5.3.Secretariat for the Code Board and any sub-groups;
- 1.5.4.Responsible for maintaining documentation and baseline products, including the Code itself;
- 1.5.5.Responsible for publishing outputs from the change management and reporting processes; and
- 1.5.6.Responsible for procurement and contract management of any contracted parties.

## **1.6.Change Advisory Group**

- 1.6.1.As set out in the Code change management process within this Code.

## **1.7.Ad-Hoc Sub-Groups**

- 1.7.1.The Code Board may convene ad-hoc sub-groups to consider issues or deliver tasks should/as they arise;
- 1.7.2.The Code Board will set the Terms of Reference for any sub-groups, which could either be structured to operate in the same manner as the Change Advisory Group, feeding end results into the Code Board to be ratified, or could be more informally convened as a group of experts to feed analysis and recommendations into the Code Board; and
- 1.7.3.The Code Administrator will notify the Change Advisory Group and publish the agendas for any ad-hoc sub-groups that are convened.

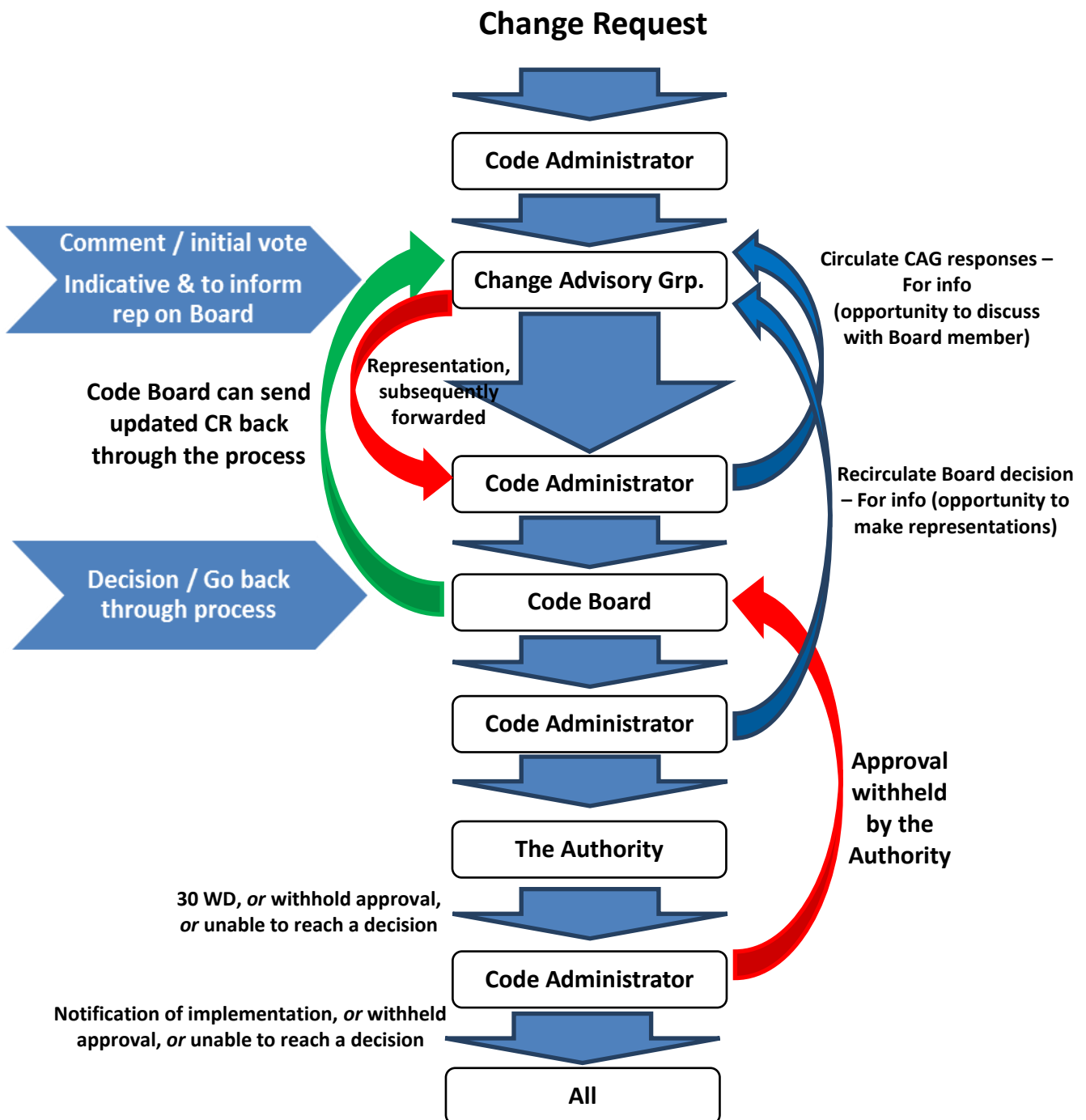
## **1.8.Information to the Authority**

- 1.8.1.All information associated with the Code operation will be made available to the Authority on request.

## 2. CODE CHANGE MANAGEMENT

### 2.1. Change Management Process

2.1.1. Below is a diagrammatic representation of the Code change management process. This change process could be translated into a table to show timings and information exchanges in a similar way to other industry process definitions (e.g. BSCPs and MRA change processes).



## **2.2.Raising Change Requests**

2.2.1.The Code Administrator will maintain a list of parties authorised to raise a change request. Any of these parties may raise a change request to the Code Administrator in a change request Proforma. The Proforma will contain:

2.2.1.1.A description of the issue to be resolved and a description of the Code change proposed (as a solution);

2.2.1.2.The rationale for the change relating to the objectives of the Code licence conditions, including any quantitative or qualitative impact assessment; and

2.2.1.3.A proposed implementation timeframe for the change (e.g. six months from the point of a decision by the Authority to approve a change request) with the rationale for timing (e.g. system changes required).

2.2.2.The authorised parties to raise change requests will be:

2.2.2.1.The licensee or any other licensed electricity or gas supplier of Domestic and Micro Business Customers; and

2.2.2.2.The National Consumer Council;

2.2.3.The Code Administrator will facilitate issues being raised, including advice on clarity and completeness, but will have no power to decide whether or not a change should be progressed; and

2.2.4.Once a change request is formally submitted by an authorised party;

2.2.4.1.The Code Administrator will review the change request(s) to ensure a consistency of drafting, language, and format;

2.2.4.2.The Code Administrator will send it on to all relevant parties in the Change Advisory Group for analysis, comment, and an initial vote;

2.2.4.3.The Code Administrator will publish the change request on a web-site (administered by the Code Administrator).

## **2.3.Change Advisory Group Constituents**

2.3.1.The Change Advisory Group is a group of organisations that will have information distributed to it by correspondence with the opportunity to respond in writing to change requests. It is not a standing group that meets to discuss change;

2.3.2.The Change Advisory Group will be constituted of organisations that fit into the following constituents:

- 2.3.2.1.The Licensee and any other licensed electricity or gas supplier of Domestic and/or Micro Business Customers;
  - 2.3.2.2.The National Consumer Council;
  - 2.3.2.3.The Authority;
  - 2.3.2.4.Meter Operators;
  - 2.3.2.5.Network Operators; and
  - 2.3.2.6.Any other recipients of change as may be agreed by the Code Board;
- 2.3.3.All Change Advisory Group correspondence will also be sent to the Authority for information; and
- 2.3.4.Organisations wishing to be members of the Change Advisory Group can make a request to join to the Code Administrator or Code Board. The Code Board will agree/reject their addition to the Change Advisory Group, together with any supporting rationale.

## **2.4.Change Advisory Group Assessment & Recommendation**

- 2.4.1.Members of the Change Advisory Group will assess proposed change requests and provide the following to the Code Administrator:
- 2.4.1.1.Any commentary/views;
  - 2.4.1.2.Any proposed improvements to the definition of the change request;
  - 2.4.1.3.Whether they would recommend to approve the change request or not;
  - 2.4.1.4.Whether they would like their response anonymised or are happy for their response to be attributed to their organisation; and
- 2.4.2.Any recommendations are purely to inform the Code Board of the views of the Change Advisory Group. Recommendations are for guidance only to the Code Board who will make the decision to approve or reject change requests.

## **2.5.Code Administrator Collation of Change Assessments and Reports**

- 2.5.1.The Code Administrator will collate returned change requests and provide a report to the Code Board, copied to the Change Advisory Group for information, including:
- 2.5.1.1.All anonymised recommendations by constituent group;
  - 2.5.1.2.All attributed recommendations;
  - 2.5.1.3.All comments on the change; and

2.5.1.4. Any proposed improvements to the change.

## **2.6. Code Board Review and Decision**

2.6.1. The change proposer will be entitled to attend the Code Board meeting to propose the change;

2.6.2. The Code Board will assess the information presented in the Code Administrator's report and consider the proposed change, taking into account this information;

2.6.3. If the Code Board considers that there are material issues or improvements to the proposed change, the change will be sent back to the Code Administrator to re-submit to the Change Advisory Group for the change to go back through the process; and

2.6.4. If the Code Board is satisfied with the content of the change, then they will approve or reject the change request. If approved, they will set an implementation date (informed by responses) for the change. If consensus can be reached, this decision can be made by correspondence or teleconference, without the need for a physical meeting. The Code Board's decision is notified to the Code Administrator.

## **2.7. Change Approval/Rejection**

2.7.1. Change requests should be agreed by discussion and then consensus wherever possible, but with a vote to fall back on (as described in the Code Board Roles and Responsibilities within this document);

2.7.2. The Code Board decision to approve or reject a change request is notified by the Code Administrator to the Change Advisory Group and the Authority;

2.7.3. The following constituents in the Change Advisory Group have the opportunity to make representations to the Code Administrator on any approved or rejected change request within 10 working days, together with rationale for representations, accounting for the objectives of supply licence conditions underpinning the code:

2.7.3.1. The Licensee and any other licensed electricity or gas supplier of Domestic and Micro Business Customers; and

2.7.3.2. The National Consumer Council.

2.7.4. The Code Administrator will forward, as soon as reasonably practicable, any representations and any rationale provided for information to:

2.7.4.1. the Code Board;

2.7.4.2. the Change Advisory Group; and

2.7.4.3. the Authority.



2.7.5.The Authority will give;

2.7.5.1.its approval in writing to the proposed revisions; or

2.7.5.2.Notice to the licensee that it is withholding approval; or

2.7.5.3.Notice to the licensee that it is unable to reach a decision on whether to approve or withhold approval within the 30 working day period but that it will aim to do so within the timescale set out in the Notice,

2.7.6.Should the Authority not respond to any notified change request approved by the Code Board within 30 working days, the proposed change request shall be treated as having been approved; and

2.7.7.The Code Administrator will issue a notice of any Authority response, including any decision to approve or withhold approval for a change request as soon as reasonably practicable. In the absence of a response by the Authority to a change request 30 working days after the submission of the request, the Code Administrator will issue a notice of implementation.. The Code Administrator will incorporate any approved change into the Code.

## **2.8.Authority Directed Review or Subsequent Change**

2.8.1.The Authority can direct a review and subsequent change to the Code as set out in supply Licence Conditions below:

*(c) the Authority;*

*(i) at any time to require the Licensee, together with all other licensed electricity and gas suppliers of Domestic Premises, to review such features of the Domestic Installation Code as it may specify ('the specified features');*

*(ii) following such a review, to issue a direction requiring the Licensee and all other licensed electricity and gas suppliers of Domestic Premises to make such modifications to any of the specified features as it may direct.*

## **2.9.Review of the Code**

2.9.1.The Code board is, from time to time to review the Code to determine whether any revisions should be made to it;

2.9.2.It is expected that where there are revisions needed to the Code, that it will be more efficient to discuss in advance of any formal change request being raised; and

2.9.3.Issues and proposed changes can be raised by any party to the Code Administrator, who will circulate to the Change Advisory Group as defined.

## **3. MONITORING AND COMPLIANCE**

### **3.1. Monitoring and Compliance Techniques**

3.1.1. The following techniques will be used for monitoring and compliance:

3.1.1.1. Self-certification of compliance;

3.1.1.2. Independent audit of compliance; and

3.1.1.3. Customer surveys.

3.1.2. Members are responsible for implementing and maintaining suitable management and record-keeping processes to evidence compliance with provisions in the Code that can be provided to the Authority on request.

### **3.2. Self-Certification of Compliance**

3.2.1. Self-certification is a statement signed by a board director of the Member stating compliance (at the time of signature) with all relevant clauses of the Code, along with confirmation that there is supporting material evidence of compliance;

3.2.2. Self-certification statements will be provided to and retained at the Code Administrator;

3.2.3. Self-certification will be annual, with the first self-certification shortly after the Code is in force. Any new Members will provide a first self-certification shortly after their Code is in force and comply with this timetable thereafter;

3.2.4. The first self-certification statement should state that processes are in place for providing the material evidence of compliance for all elements of the Code (post-approval from the Authority); and

3.2.5. Subsequent self-certification statements can state that those processes are working appropriately, in addition to providing material evidence that they are in place.

### **3.3.Independent Audit of Compliance**

- 3.3.1.A single independent audit will be commissioned on all Members to provide assurance that processes and compliance is in place;
- 3.3.2.The scope and activities of the independent audit will be defined by the Code Board, but it is expected this will be an independent audit of a sample of work completed in executing the Code, and that audit activity will be proportionate;
- 3.3.3.The Code auditor (an independent auditor), will be procured and managed by the Code Administrator. The Code Board will make the final decision on appointment of the independent body;
- 3.3.4.This will be conducted early in the mass roll-out of smart metering. The independent audit is expected to be executed by the end of 2014, but subject to change in timing as directed by the Code Board. The independent audits will be staggered over time to ensure the workload is manageable for the Code auditor;
- 3.3.5.The Code auditor will report to:
  - 3.3.5.1.the Code Board on an aggregated, anonymised basis (e.g. percentages, rather than finite numbers);
  - 3.3.5.2.individual Members on their results to facilitate issue resolution; and
  - 3.3.5.3.the Authority with both of the above reports on request.
- 3.3.6.Any new Members will require an independent audit (at a time agreed by the Code Board);
- 3.3.7.The Code Board may initiate further independent audits on all Members where deemed appropriate; and
- 3.3.8.Costs for the independent audits of compliance will be borne directly by the individual Member's that are being audited.

### **3.4.Customer Surveys**

- 3.4.1.Customers will be surveyed by a third party<sup>21</sup> to monitor individual Members' compliance against the Code;
- 3.4.2.Individual Members will provide Customer data (for completed installations) to the independent body;
- 3.4.3.The independent body will sample the data and survey the Customers:

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<sup>21</sup> This could be one organisation, or a number of organisations.

3.4.4. The reports will be made available to;

3.4.4.1. the Code Board on an aggregated, anonymised basis (e.g. percentages, rather than finite numbers);

3.4.4.2. individual Members on their Customers' responses to facilitate issue resolution;

3.4.4.3. the Authority and/or the Programme with both of the above reports on request.

3.4.5. The Code Board will set the:

3.4.5.1. Purpose, scope, and methodology;

3.4.5.2. Thresholds, sample size, and frequency;

3.4.5.3. Questions to be asked of Customers (this could include specific questions to understand targeted issues);

3.4.5.4. Format of the data and reports; and

3.4.5.5. Allocation of costs for Customer surveys.