RETAIL ENERGY CODE

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REC GREEN DEAL PANEL

TERMS OF REFERENCE

This Category ~~2~~ 3 document may be revised ~~in accordance with the REC Change Management Schedule, following consultation with the~~ by the REC~~Co Board~~ Change Panel~~and relevant stakeholders~~.
The following table sets out the history of changes made to this document.

Version	Status	PublicationDate	ReasonforChange
0.1	Draft		Initial draft of document
0.2	Draft		Updated following RECCo comments
0.3	Draft		Updated following RECCo comments
1.0	Final	7 May 2021	Published
1.1	Draft		Updated following review by Change Panel

1 ESTABLISHMENT AND ROLE

1.1 RECCo shall establish the REC Green Deal Panel in accordance with this Terms of Reference.

1.2 The Green Deal Panel shall discharge the functions and responsibilities assigned to it as a sub-committee under the REC, or otherwise required by RECCo. These functions and responsibilities will include:

- Approval of Change Plans (including Terms of Reference and timetable) for the development of required Category 2 REC Change Proposals where these relate to Green Deal provisions of the REC;
- Receive preliminary Change Reports for such Change Proposals from the Code Manager and confirm the plan for consultation;
- Vote to approve or reject (or recommend approval of rejection to the Authority, where relevant) such REC Change Proposals, taking into account the recommendation of the Code Manager; and
- Discuss operational issues relating to REC Green Deal provisions and propose industrywide solutions, escalating risks with the REC Change Panel, Code Manager and other impacted industry stakeholders as may be appropriate.

1.3

1.4 In order to enable the Green Deal Panel to fulfil its functions and responsibilities, the RECCo

Board and/or (with the consent of the RECCo Board) the Change Panel, as appropriate, shall

delegate certain of their own powers, rights or responsibilities assigned to them by the REC, as further described in these Terms of Reference.

2 COMPOSITION OF THE PANEL AND APPOINTMENT OF MEMBERS

MEMBERS

2.1 Green Deal Panel members shall be appointed by the Code Manager following a nomination and selection process.

2.2 Each member must have relevant experience and expertise either of the energy industry or a comparable sector.

2.3 The Green Deal Panel members to be appointed will be made up of the following voting members:

- Three (3) members nominated by Parties who are Electricity Suppliers; and
- Thee (3) members nominated by Green Deal Providers.
- One independent Subject Matter Expert who shall be appointed by RECCo for this purpose.

2.4 The following non-voting members will also be appointed:

- The ~~Change~~ Green Deal Panel Chair ('the Chair');
- The Code Manager; and
- The Green Deal Panel Secretary (to the extent that the Code Manager and the Green Deal Panel Secretary are different).

2.5 Any Green Deal Panel member appointed as a REC Party nominee shall act impartially and independently of the interests of their employer (and of any person or class of persons) when exercising functions assigned to it under the REC.

2.6 ~~It is not anticipated that~~ Green Deal Panel members shall acknowledge that in carrying out their duties and functions they may be in receipt of confidential information. For the avoidance of doubt, each Green Deal Panel member shall not disclose any confidential information (including, but not limited to, restricted meeting papers, meeting minutes, consultation or impact assessment responses, passwords and data) received in their capacity as a Green Deal Panel member to any person except where required under the REC or, where relevant, these Terms of Reference~~will require access to any confidential information in the carrying out of their duties and functions~~.

2.7 Any Green Deal Panel member appointed as an REC Party nominee shall remain in office until:

- Their resignation has been submitted in writing to the Green Deal Panel Secretary;
- They have reached the end of their tenure, being no longer than two]years from initial appointment; or

- They are removed by the RECCo Board in accordance with 2.10.

2.8 A Green Deal Panel member coming to the end of their tenure will not be precluded from standing for nomination for a further term.

2.9 The Code Manager will endeavour to stagger the tenure of Green Deal Panel members so that as far as practicable no more than half of the Green Deal Panel will be replaced in a given calendar year.

2.10 The RECCo Board may remove and seek the replacement of such Green Deal Panel members from time to time if the RECCo Board consider them unwilling, unable, unfit or otherwise incapable for any reason to carry out their duties as a member in accordance with the REC of these Terms of Reference.

CHAIR

2.11 Unless otherwise determined by RECCo, the Code Manager shall act as the Chair of the Green Deal Panel

2.12 The Chair will hold only a casting vote in the event that a majority cannot be reached.

SECRETARY

2.13 Unless otherwise determined by the RECCo Board, the Code Manager shall act as Secretary to the Green Deal Panel; the role of Secretary and Chair shall not be performed by the same person.

ALTERNATES

2.14 Any member nominated to the Green Deal Panel shall be entitled but not required to nominate an Alternate in the event they are unable to attend all or part of any meeting of the Change Panel during the term of their appointment.

2.15 The Change Panel member will be expected to nominate their Alternate to the Green Deal Secretary upon, or as soon as reasonably practicable after, their own appointment.

2.16 The Alternates of REC Party members must not be employed by the same organisation as the REC Party.

2.17 If a Green Deal Panel member will be absent from all ~~of~~ or part of a meeting the Green Deal Panel Secretary will invite their Alternate to attend in their stead.

2.18 All aspects of these Terms of Reference will apply to the Alternate as if they were a Green Deal Panel member until such time as the original Green Deal Panel member becomes available to resume their position.

INDEMNITY AND LIABILITY

2.19 RECCo shall indemnify all Green Deal Panel members in accordance with Clause 8 of the REC.

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EXPENSES

2.20 The reasonable costs and expenses incurred by Green Deal Panel members and for which a claim is duly submitted to the Secretary, and all other amounts incurred on behalf of the Green Deal Panel in association with its functions and responsibilities, shall be paid by RECCo and considered to be RECCo operational costs.

2.21 Any query or dispute over the validity of an expenses claim under 2.~~22~~ 20 shall be determined by the Green Deal Panel Chair and shall be final and binding.

3 CONFLICT OF INTEREST

3.1 Whilst it is not expected that any conflict of interest should prevent any Green Deal Panel member from fulfilling their role, it shall be each Green Deal Panel member's responsibility to declare any financial interest that they and/or their employer may have in the outcome of any other matter brought before the Green Deal Panel before any determination on that matter if made.

3.2 The Green Deal Panel Secretary will record any declaration of interest in the minutes, but the Green Deal Panel member will otherwise be free to continue participation in the Green Deal Panel business, including the casting of a vote on any matter in which they have declared an interest.

4 POWERS AND FUNCTIONS OF THE GREEN DEAL PANEL

4.1 The Green Deal Panel shall act in accordance with the REC, any subsidiary document of the REC or maintained by RECCo in accordance with the REC, and with these Terms of Reference.

5 PROCEEDINGS OF THE GREEN DEAL PANEL

MEETINGS

5.1 Meetings of the Green Deal Panel shall be scheduled to meet at least once a quarter, whether in person (by exception) or by video/teleconference.

5.2 Where there is insufficient business for the Green Deal Panel to meet, the Chair will notify the Green Deal Panel Members of the intention not to hold the meeting.

5.3 Face to face meetings will be held at such time and place as may be notified to members at the start of each reporting year. Other Green Deal Panel meetings may be convened at such time and via such means as may be notified to the Green Deal Panel Members by the Green Deal Panel Secretary.

5.4 If a matter arises requiring the immediate attention of the Green Deal Panel which cannot reasonably await the next scheduled meeting, an extraordinary Green Deal Panel may be convened by the Chair. Such meeting would be held by video/teleconference at not less than five (5) working days' notice.

ATTENDANCE BY NON-GREEN DEAL PANEL MEMBERS

5.5 In addition to the Green Deal Panel members, the following will be entitled to attend any meeting of the Green Deal Panel and fully participate in any discussion, but not vote:

- RECCo Chair or other Director with REC Board responsibility for the Green Deal Panel;
- Any member of the RECCo executive;
- A representative of the Authority;
- Such other external experts, including legal advisors to RECCo, as may be considered necessary; and
- Any other interested person, upon invitation and/or agreement of the Chair.

QUORUM

5.6 Any meeting shall be considered quorate at which at least one of each voting category mentioned in 2.3 and those members in 2.4 are present.

5.7 Notwithstanding that a quorum is present, the Chair may exercise discretion to defer one or more agenda items to a later meeting at which more Green Deal Panel members are expected to attend.

VOTING

5.8 In deciding any matter which requires determination, each voting Green Deal Panel member or appointed Alternate shall cast one vote. All matters will be decided by a simple majority of those who cast a vote.

5.9 Before putting any matter to the vote, the Chair will confirm that all Green Deal Panel members have enough information on which to base a vote. If any Green Deal Panel member indicates that further information would allow them to cast a vote rather than abstain, the Chair may at their sole discretion delay the vote to a later time or date if they consider that the requested information would reasonably be available within that time. Should the matter proceed to a vote, any subsequent abstentions shall not be counted as votes and will therefore not prevent a majority being reached, whether directly or following the exercise of a casting vote.

5.10 If the Green Deal Panel is unable to make a determination on a matter for any reason including for reasons of quoracy, the Chair has the authority to escalate matters to the Change Panel for its determination.

MINUTES

5.11 The Secretary shall ensure that within five (5) working days of each meeting that all discussions are minuted (including any determinations and failure to make any determinations) and that such draft minutes are to be distributed to only Green Deal Panel members and any other persons present at the meeting (or part thereof) for approval. Any

comments on the accuracy of the draft minutes shall be returned to the Secretary no less than five (5) working days before the next scheduled meeting of the Green Deal Panel, at which they will be formally approved. In the absence of any further meeting taking place within five (5) calendar weeks of the minuted meeting, the minutes may be accepted as final by the Chair, having taken into account any comments received by the Secretary.

5.12 To the extent that the minutes relate to matters of a confidential nature, no person other than those who were entitled to attend the meeting (or part thereof) shall be entitled to receive a copy of the minutes (or part thereof).

5.13 The Secretary shall also prepare a headline report detailing key decisions and such other non-confidential information so agreed by the members that can be publicised within one (1) working day of the meeting. Any such headline report will be published on the REC Portal.

5.14 Any actions that are assigned to Committee Members, the Committee Chair, the Committee Secretary or any other stakeholder will be captured both in the meeting minutes and in the Actions Log on the REC Portal. The Committee Secretary will ensure that the Actions Log is updated within three (3) working days of the meeting.

6 CONDUCT

6.1 Green Deal Panel members and other attendees will be expected to conduct themselves in a professional manner, refraining from any comments or behaviour that could be considered unreasonable or hinder the proper functioning of the Green Deal Panel.

6.2 If any unreasonable or disruptive behaviour persists, the Chair may at their sole discretion ask that individual to leave the meeting and/or take steps to restrict their future attendance.

7 AUTHORITY OF THE RECCO BOARD

7.1 Nothing in these Terms of Reference will preclude the RECCo Board from delegating additional duties to the Green Deal Panel from time to time.