REC Main Body, Clause 2.2

2.2 The DCC is primarily a Party for the purpose of providing the Centralised Registration Service in accordance with ~~Condition 15 (Incorporation, delivery and provision of~~ the Centralised Registration Service~~)~~ Condition of the DCC Licence, in which context the DCC is referred to as the CRS Provider. The CRS Provider encompasses the following roles: the CSS Provider, the SI Provider~~,~~ and the Switching Operator ~~and, until the end of the Post Implementation Period only, the Core Systems Assurance Provider and CSS Systems Integrator (as such roles are defined in the Interpretations and Definitions Schedule)~~.

REC Main Body, Clauses 9.27 – 9.34

Budgeting for CRS Charges

9.27. The CRS Provider shall present its rough order of magnitude forecast charges for the following Financial Year to REC Board by the end of November. ~~The first submission of the forecast charges shall be by the end November 2022 for the Financial Year ending 31 March 2024.~~ Such forecast charges shall be evidenced and reflect the CRS Provider's reasonable forecast costs of providing the Centralised Registration Service and permitted under the DCC Licence. The forecast costs shall include relevant internal costs, external costs, adjustments to account for under or over recovery of costs in the previous year approved by the Authority and margin permitted under its licence but shall not include any contingency costs. The forecast charges shall exclude VAT.

9.28. Where the REC Board provides comments to the CRS Provider by the end of December each year, the CRS Provider shall take account of these comments and shall respond to the REC Board, including where appropriate, by providing updated forecast charges, by the end of January.

9.29. Where the REC Board considers that the CRS Provider has not taken sufficient account of its comments, it may refer the CRS forecast charges to the Authority.

9.30. The Authority may consider a referral under Clause 9.29 where it agrees that the CRS Provider may not have taken sufficient account of REC Board's comments and that, in not doing so, this may have a material impact of the charges that would otherwise become due to the CRS Provider in the following Financial Year.

9.31. Where the Authority has considered a referral under Clause 9.29, it may:

(a) refer the forecast charges back the CRS Provider for further consideration; or

(b) revise the forecast charges to a figure which it reasonably considers to be a better forecast of the cost likely to be incurred, whether that is higher or lower than the CRS Provider's figure.

9.32. Pending resolution of any such referral to the Authority, the CRS Provider shall charge RECCo based on the undisputed amount of the forecast Centralised Registration Service charges.

9.33. Once the budget for Centralised Registration Service charges in a Financial Year has been agreed or determined under this Clause 9:

(a) if the CRS Provider proposes a reduction in the CRS budget for the Financial Year, then such amendment may be agreed by RECCo; and

(b) any other amendment to the CRS budget for the Financial Year shall only be amended if such amendment is approved under the Change Management Schedule as if the amendment was an amendment to this Code.

9.34. Where the CRS budget is amended under Clause 9.33, the monthly invoices under Clause 9.25 shall be calculated so as to recover the budgeted sum in respect of the relevant year (without necessarily being one twelfth of the annual figure).

REC Main Body, Clause 12

12 ~~RECCo Step-In Rights for CSS Provider Contracts~~ Not Used

~~12.1. The DCC shall ensure that each External Service Provider Contract is capable of being novated to RECCo:~~

~~(a) at the DCC's request; and~~

~~(b) at the direction of the Authority.~~

~~12.2. The DCC shall ensure that RECCo can, pursuant to the Contract (Rights of Third Parties) Act 1999, directly enforce such right to have the contract novated to RECCo.~~

REC Main Body, Clause 13.5

13.5. Clauses 13.6 to 13.13 apply in respect of CRS Services IPR. CRS Services IPR refers to the Intellectual Property Rights which are essential for the CRS Provider (or its contractors) to provide the Centralised Registration Service and/or essential for the CSS Users to receive the Centralised Registration Service (but excluding in both cases the Services Data and commercially available off-the-shelf software). The CRS Provider's obligations under this Code in relation to the Intellectual Property Rights essential for the CSS Users to receive the Centralised Registration Service shall be limited to the Interfaces which the CRS Provider is responsible for procuring and maintaining under the Central Registration Service Condition ~~15.4(d) and Condition 15.5AA(c)~~ of the DCC Licence. The CRS Services IPR which is not owned by the DCC is referred to as Third Party IPR.

REC Main Body, Clauses 13.12 and 13.13

13.12. Not used~~In addition to, and without prejudice to the DCC's obligations under the DCC Licence, on the DCC ceasing to be the provider of some or all of the Centralised Registration Service in circumstances where the DCC remains the licensee under the DCC Licence: (a) in respect of any and all CRS Services IPR relating to the services for which the DCC is no longer the provider and which the DCC owns, the DCC shall transfer such Intellectual Property Rights to (as directed by the Authority) RECCo or the successor CRS Provider with full title guarantee (and pending such assignment shall hold such rights on trust for RECCo); and (b) in respect of any and all Third Party IPR relating to the services for which the DCC is no longer the provider~~

~~and which the successor provider needs to continue provision of the relevant Centralised Registration Service, the DCC shall ensure that the successor provider is granted a licence to use such Intellectual Property Rights on the same terms as those that had applied to the DCC (but excluding Intellectual Property Rights which the Authority agrees in writing do not need to be subject to this Clause 13.12(b))~~.

13.13. Not used~~The DCC may not be party to any External Service Provider Contract which does not expressly provide for or permit the licensing envisioned by Clause 13.12(b), save where the Authority agrees in writing that the Intellectual Property Rights in question do not need to be subject to Clause 13.12(b)~~.

REC Interpretation Schedule, new Paragraph 1.6

1.6 The following interpretation rules apply in relation to the transition of the CRS Provider role from the Original DCC Licensee to the Successor DCC Licensee:

(a) prior to the CRS Provider Transfer Date, the Original DCC Licensee shall be and shall perform the role of the CRS Provider (and will also be the Smart Meter Data Service Provider under the Smart Energy Code);

(b) from the CRS Provider Transfer Date, the Successor DCC Licensee shall be and shall perform the role of the CRS Provider (and will also be the Smart Meter Data Service Provider under the Smart Energy Code);

(c) the occurrence of the CRS Provider Transfer Date shall be without prejudice to the rights and obligations of the Original DCC Licensee in its role as the CRS Provider which have accrued prior to the CRS Provider Transfer Date; and

(d) while the Original DCC Licensee and the Successor DCC Licensee are both Parties, each shall independently enjoy the rights and be subject to the obligations of the DCC under this Code (save as described in Paragraph 1.6(a), (b) and (c) above).

REC Interpretation Schedule, definitions

Centralised Registration Service	CRS	means the services provided pursuant to ~~Condition 15 (Incorporation, delivery and provision of~~ the Centralised Registration Service~~)~~ Condition of the DCC Licence, being the services provided under this Code by the CSS Provider, the SI Provider, the Switching Operator and~~,~~ the CSS Certificate Authority~~ and, until the end of the Post Implementation Period only, the Core Systems Assurance Provider and the CSS Systems Integrator~~.
Centralised Registration Service Condition		means: (a) in the case of the Original DCC Licensee, Condition 15 (Incorporation, delivery and provision of the Centralised Registration Service) of the DCC Licence; or

		(b) in the case of the Successor DCC Licensee, Condition 7 (Provision of the Centralised Registration Service) of the DCC Licence.
~~Core Systems Assurance Provider~~	~~-~~	~~means the Systems assurance function provided or procured by the CRS Provider.~~
~~Core Systems Assurance Requirements~~	~~-~~	~~means the document or documents produced by the CRS Provider, as amended from time to time in accordance with the procedure for its amendment developed under the Switching Programme.~~
CRS Provider		means the DCC when performing the functions and services required by ~~Condition 15 (Incorporation, delivery and provision of~~ the Centralised Registration Service~~)~~ Condition of the DCC Licence.
~~CSS Data Migration Plan~~	~~-~~	~~means the document produced by the CSS Provider reflecting the principles set out in the E2E Data Migration Plan, approved by the Authority from time to time, as amended from time to time in accordance with the procedure for its amendment developed under the Switching Programme.~~
CRS Provider Transfer Date		means the transfer date directed by the Authority for the purposes of Condition 43 (Arrangements for the handover of business) of the Original DDC Licensee's DCC Licence.
CSS Provider		means the DCC when performing functions as CRS Provider~~under or in relation to this Code (~~, but always excluding ~~its functions under the Smart Energy Code and~~ its roles as ~~CSS Systems Integrator,~~ SI Provider and Switching Operator~~), including in respect of the Central Switching Service and including in effecting the design, build and testing of any System that will allow it to perform functions under this Code after the CSS Go-Live Date. This role is the CSS Procurer and Manager function as described in the E2E Data Migration Plan, E2E Integration Plan, E2E Post Implementation Plan, E2E Testing Plan, E2E Transition Plan: Implementation Approach and E2E Transition Plan: In-Flight Switches Approach~~.
~~CSS Systems Integrator~~	~~CSS SI~~	~~means the system integration function provided or procured by the DCC. The DCC shall be responsible for ensuring that the CSS Systems Integrator complies with the obligations imposed on the CSS Systems Integrator under this Code.~~
Data Communications Company	DCC	means each~~the~~ person holding a~~the~~ DCC Licence. Regarding transition from the Original DCC Licensee to the

		Successor DCC Licensee, see Paragraph 1.6.
DCC Licence		means: (a) in relation to the Original DCC Licensee, the licences granted to the Original DCC Licensee under section 6(1A) of the Electricity Act and section 7AB (2) of the Gas Act on 20 September 2013; or (b) in relation to the Successor DCC Licensee, the licences granted to the Successor DCC Licensee under section 6(1)(f) of the Electricity Act and section 7AB(1) of the Gas Act on 14 April 2026.
Original DCC Licensee		means Smart DCC Limited, a company registered in England & Wales with company number 08641679. Regarding transition from the Original DCC Licensee to the Successor DCC Licensee, see Paragraph 1.6.
Successor DCC Licensee		means DCC 2 Limited, a company registered in England & Wales with company number 16740622. Regarding transition from the Original DCC Licensee to the Successor DCC Licensee, see Paragraph 1.6.

REC Performance Assurance Schedule, Annex A, Paragraphs 3.10 and 3.11

3.10 Performance Charges payable by a REC Service Provider shall reduce the amount that would otherwise be payable to a REC Service Provider. In the case of the CRS Provider (only in respect of the period while the Original DCC Licensee is the CRS Provider), the Performance Charges for performance during each Quarter shall be included as a reduction to the next monthly invoice issued to RECCo following the REC PAB's decision to apply Performance Charges (to be issued under Clause 9.25 of the main body of this Code).

3.13 The Performance Charges for the CRS Service Provider are governed by Paragraph 5 below (but only apply in respect of the period while the Original DCC Licensee is the CRS Provider).

REC Performance Assurance Schedule, Annex A, Paragraph 5

5 CRS Provider Performance Levels

5.1 The Performance Charges for the CRS Provider shall only apply to Quarters which end prior to the CRS Provider Transfer Date.~~are based on~~ ~~t~~The CRS Provider's performance against the Service Availability and Performance Levels set out in the Central Switching Service Definition, the CSS Certificate Authority Service Definition, and the Switching Operator Service Definition will be measured and reported upon in all Quarters. For the purposes of this Paragraph 5, references to Performance Levels shall include Service Availability requirements set out in the Service Definitions.

5.2 This Paragraph 5.2 only applies in respect of Quarters which end prior to the CRS Provider Transfer Date. The CRS Provider's maximum revenue at risk in respect of Performance Charges is determined under the DCC Licence pursuant to the Switching Incentive Regime Guidance (as defined in the DCC Licence), which sets out the percentage of the Centralised Registration Service Margin (as defined in the DCC Licence) which is at risk in respect of the Performance Levels under this Code.

5.3 This Paragraph 5.3 only applies in respect of Quarters which end prior to the CRS Provider Transfer Date. Before the start of each given Financial Year, the REC PAB shall determine the amount of the maximum Performance Charges which can be applied to the CRS Provider in respect of each Quarter of the given Financial Year (which shall be known as the Maximum Quarterly CRS Performance Charge). The REC PAB shall determine the Maximum Quarterly CRS Performance Charge using:

(a) the CRS Provider's forecast of its costs and margin provided under Clause 9 of the main body of this Code;

(b) the percentage referred to in Paragraph 5.2 above; and

(c) 25% of the annual figure for each Quarter (or pro rata if the Financial Year is less than 12 months).

5.4 This Paragraph 5.4 only applies in respect of Quarters which end prior to the CRS Provider Transfer Date. Before the start of each given Financial Year, the REC PAB shall publish (for the given Financial Year) the Maximum Quarterly CRS Performance Charge and the CRS Provider's Performance Charges. The CRS Provider's Performance Charges shall be calculated on the basis of the Performance Measurement Groups as described in Paragraph 5.5 below.

5.5 The metrics for the CRS Provider's Performance Levels have been grouped into Performance Measurement Groups as set out below:

Performance Measurement Groups	Total Number of Metrics in the Group	Relative Weighting
User Support	18 metrics	30%
Service Availability	7 metrics	50%
Responsiveness and BCDR	16 metrics	20%

(a) As indicated in the table above, each of the Performance Measurement Groups is allocated a relative maximum weighting to apply in the event of a fundamental failure for that Performance Measurement Group. A Performance Measurement Group is allocated jointly to Responsiveness and BCDR. BCDR metrics only apply when BCDR events occur. In a Quarter where no BCDR events take place, or events take place and all BCDR metrics are met, the Performance Levels~~Charge~~ will be based on the Responsiveness metrics only. In a Quarter

where one or more BCDR metrics are missed, the Performance Level for the Responsiveness and BCDR Performance Measurement Group will be missed~~maximum percentage of the Performance Charge provided for in the table above will be charged~~.

(b) The Performance Levels for each Performance Measurement Group are set out in the table below (noting that Performance Charges are only relevant to Quarters which end prior to the CRS Provider Transfer Date):

	User Support	Service Availability	Responsiveness	BCDR	Performance Charge Percentage
Relative weighting	30%	50%	20%		
Performance Level Failure Threshold					
On target	0-3	0	0-2	0	0%
Minor failure	4	n/a	3	n/a	15%
Serious failure	n/a	1	4	n/a	30%
Severe failure	5	2	5	n/a	60%
Fundamental failure	6+	3+	6+	1	100%

(c) The Performance Charges for the CRS Provider only apply in respect of Quarters which end prior to the CRS Provider Transfer Date. The Performance Charges for the CRS Provider shall be the applicable percentage of the Maximum Quarterly CRS Performance Charge based on performance in each Quarter against the Performance Levels for the Performance Measurement Groups, as set out in the following table:

Percentage of Maximum Quarterly CRS Performance Charge			
	User Support	**Service Availability**	**Responsiveness and BCDR**
On target	0.0%	0.0%	0.0%
Minor failure	4.5%	n/a	3.0%
Serious failure	9.0%	15.0%	6.0%
Severe failure	18.0%	30.0%	12.0%
Fundamental failure	30.0%	50.0%	20.0%

(d) The Performance Levels for each Performance Measurement Groups (as set out in Paragraph 5.5(b) above) are determined based on the Performance Levels for the individual metrics within that group, as follows (for which purpose, the beginning of the metric reference corresponds to the paragraph number of the applicable Service Definition):

Service Definition	Group	Metric Reference	Metric Description (Per Quarter)

CSS	User Support	5.2.1	Percentage of Priority 1 Switching Incidents responded to within SLA (30 mins)
CSS	User Support	5.2.3	Percentage of Priority 2 Switching Incidents Responded to within SLA (1 hour)
CSS	User Support	5.2.5	Percentage of Priority 3 Switching Incidents responded to within SLA (3 working hours)
Switching Operator	User Support	5.2.1	Percentage of Priority 1 Switching Incidents responded to within SLA (30 mins)
Switching Operator	User Support	5.2.2	Percentage of Priority 1 DCC Switching Incidents resolved within SLA (4 hours)
Switching Operator	User Support	5.2.3	Percentage of Priority 2 Switching Incidents responded to within SLA (1 hour)
Switching Operator	User Support	5.2.4	Percentage of Priority 2 Switching Incidents resolved within SLA (24 hours)
Switching Operator	User Support	5.2.5	Percentage of Priority 3 Switching Incidents responded to within SLA (3 working hours)
Switching Operator	User Support	5.2.6.a	Percentage of Priority 3 Switching Incidents resolved within SLA (3 working days)
Switching Operator	User Support	5.2.6.b	Percentage of Priority 3 Switching Incidents resolved within SLA (6 working days)
Switching Operator	User Support	5.2.7	Percentage of Priority 4 Switching Incidents responded to within SLA (1 working day)
Switching Operator	User Support	5.2.8.a	Percentage of Priority 4 Switching Incidents resolved within SLA (10 working days)

Switching Operator	User Support	5.2.8.b	Percentage of Priority 4 Switching Incidents resolved within SLA (20 working days)
Switching Operator	User Support	5.4.1	Percentage of Priority 1 Switching Service Requests resolved within SLA (1 Working Days)
Switching Operator	User Support	5.4.2	Percentage of Priority 2 Switching Service Requests resolved within SLA (2 Working Days)
Switching Operator	User Support	5.4.3	Percentage of Priority 3 Switching Service Requests resolved within SLA (3 Working Days)
Switching Operator	User Support	5.4.4	Percentage of Priority 4 Switching Service Requests resolved within SLA (10 Working Days)
CSS	User Support	5.2.7	Percentage of Priority 4 Switching Incidents responded to within SLA (1 working day)
CSS	Service Availability	4.4	Where there is an unplanned outage what percentage of instances did normal operations resume within one hour
CSS	Service Availability	4.2.1	Percentage availability of the CSS excluding scheduled maintenance periods
CSS	Service Availability	4.2.2	Percentage availability of the CSS connection excluding scheduled maintenance
CSS Certificate Authority	Service Availability	4.2	Percentage availability of CSS Certificate Authority Service excluding scheduled maintenance periods
Switching Operator	Service Availability	4.4.1	Percentage availability of Switching Service Management System and Switching Portal
Switching Operator	Service Availability	4.4.2	Number of hours of scheduled maintenance

Switching Operator	Service Availability	4.5.2	Percentage of notifications provided to Market Participants for Scheduled Maintenance within SLA (advance notice of at least 8 Working Days)
CSS	Responsiveness	6.4	Percentage of GB Standardised Address List updates within 3 Working Days of receipt
CSS	Responsiveness	6.5	Percentage of reporting data made available within 2 working hours of request for data
CSS Certificate Authority	Responsiveness	6.2	Percentage of Certificate Revocation List update times within SLA where a security certificate has been compromised (4 hours)
CSS Certificate Authority	BCDR	6.3	Where a BCDR event is invoked what number of instances was the maximum recovery time objective for the CSS Certificate Authority greater than 8 hours
CSS Certificate Authority	BCDR	6.4	Where a BCDR event is invoked what number of instances was the maximum recovery point objective for the CSS Certificate Authority greater than 15 minutes
CSS	BCDR	6.6	Where a BCDR event is invoked what number of instances was the maximum recovery time objective for the registration service and address management service greater than 8 hours
CSS	BCDR	6.7	Where a BCDR event is invoked what number of instances was the maximum recovery point objective for the registration service greater than 30 minutes
CSS	BCDR	6.8	Where a BCDR event is invoked what number of instances was the maximum recovery point objective for the Address Management Service greater than 120 minutes

CSS	Responsiveness	6.1.a	Where market messages from CSS Users are up to peak day volume, what percentage of days was synchronous validation and a response provided with a mean time of 2 seconds or less
CSS	Responsiveness	6.1.b	Where market messages from CSS Users are up to peak day volume, what percentage of days was synchronous validation and a response provided with a 90th percentile time of 4 seconds or less
CSS	Responsiveness	6.2.a	Up to peak hourly volume, what percentage of hours did the CSS Provider process Registration Service Requests with a mean time of 3 seconds or less
CSS	Responsiveness	6.2.b	Up to peak hourly volume, what percentage of hours did the CSS Provider process Registration Service Requests with a 90th percentile time of 6 seconds or less
CSS	Responsiveness	6.3.a	Up to peak daily volume, did the CSS Provider process securing of switches and send synchronisation messages to each relevant Switching Data Service Provider with a mean time of 35 minutes or less
CSS	Responsiveness	6.3.b	Up to peak daily volume, did the CSS Provider process securing of switches and send synchronisation messages to each relevant Switching Data Service Provider with a 90th percentile time of 40 minutes or less
Switching Operator	BCDR	5.6	Where a BCDR event is invoked what number of instances was the maximum recovery time objective for the switching operator service greater than 8 hours
Switching Operator	BCDR	5.7	Where a BCDR event is invoked what number of instances was the maximum recovery point objective for the

			switching operator service greater than 30 minutes

5.6 The Code Manager shall measure the CRS Provider's performance against the Performance Levels in each month of a given Quarter (for each metric individually and for each Performance Measurement Group as a whole), and report to the REC PAB on such performance. The CRS Provider shall co-operate with such monitoring and reporting, and provide such reasonable assistance as the Code Manager may request.

5.7 Where the CRS Provider fails against a single Performance Level on more than one occasion during a Quarter, each instance of failure shall be considered a separate missed Performance Level (including, in the case only of Quarters which end prior to the CRS Provider Transfer Date, for the purposes of calculating the Performance Charge for that Quarter).

5.8 Where more than one Performance Level failure occurs as the result of a single issue or incident, and if the REC PAB is satisfied that the nature of the issue or incident made it inevitable that more than one Performance Level would be triggered, then the REC PAB shall treat those related Performance Level failures as one instance of a missed Performance Level (including, in the case only of Quarters which end prior to the CRS Provider Transfer Date, for the purposes of calculating the Performance Charge). Where the CRS Provider wishes the REC PAB to combine Performance Level failures as described in this Paragraph 5.7 in relation to a given Quarter, the CRS Provider shall make its submissions to the REC PAB within 20 Working Days following the end of the given month to which the Performance Level failure relates.

5.9 Within 20 Working Days following the end of a given month, the CRS Provider may submit a request to the REC PAB (with supporting evidence) requesting that one or more missed Performance Levels during the given month are excused by reason of Force Majeure. The REC PAB shall consider the evidence submitted and determine whether or not to disregard the missed Performance Levels (including, in the case only of Quarters which end prior to the CRS Provider Transfer Date, for the purpose of calculating the Performance Charges for the relevant Quarter).

5.10 The decision of the REC PAB under Paragraphs 5.7 and 5.8 shall be final and binding in relation to the CRS Provider's performance against the Performance Levels (subject to Paragraph 5.10 below).

5.11 This Paragraph 5.11 only applies in respect of Quarters which end prior to the CRS Provider Transfer Date. For clarity, the decisions of the REC PAB under this Paragraph 5 and the amounts of the Performance Charges applied to the CRS Provider by the REC PAB are always without prejudice to the discretion of the Authority and the application of the Price Control Conditions (as defined in the DCC Licence). Without limitation, the CRS Provider may submit to the Authority (further) evidence concerning missed Performance Levels which the CRS Provider considers were not reasonably within its control, subject to the Switching Incentive Regime Guidance (as defined in the DCC Licence).

5.12 This Paragraph 5.12 only applies in respect of Quarters which end prior to the CRS Provider Transfer Date. Following the Authority's decision as to the CRS Provider's allowed revenue for a Financial Year, any difference in approach as compared to the Performance Charges which were applied by the REC PAB in respect of that Financial Year will be taken into account in determining the budget for the following Financial Year.

5.13 The REC PAB may publish the CRS Provider's Performance Reports, or may publish details of the CRS Provider's performance against some or all of the Performance Levels (whether presented individually or aggregated by Performance Measurement Group or otherwise). The REC PAB shall notify the CRS Provider and other Parties of each such publication.