RETAIL ENERGY CODE

Qualification and Maintenance

RETAIL ENERGY CODE

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SCHEDULE 9

Qualification and Maintenance Schedule

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Domestic Suppliers	Mandatory
Non-Domestic Suppliers	Mandatory
Gas Transporters	Mandatory
Distribution Network Operators	Mandatory
DCC	Mandatory
Metering Equipment Managers	Mandatory
REC Service Users	Mandatory

Change History

Version Number	Implementation Date	Reason for Change
0.1	N/A	Version agreed for industry consultation 15 October 2018
0.2	N/A	Version agreed for consultation 14 June 2019
0.3	N/A	Version for Summer 2020 publication
0.4	N/A	Version for December 2020 consultation
0.5	N/A	Incorporating consultation responses
2.0	1 September 2021	Further updates incorporating consultation responses
3.0	18 July 2022	Switching SCR Modification R0041

1 Introduction

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1.1. This REC Schedule sets out the criteria that must be met by organisations who wish to become a Qualified Party and / or access one or more REC Services. The process is designed to provide assurance that a new entrant's Systems and processes are fit for purpose. These processes are not intended to place additional requirements REC Service Users over and above those needed to meet this purpose.

1.2. Each Party must complete Entry Assessment to demonstrate that it is able to comply with its obligations under this Code and become Qualified. Each Non-Party REC Service User (excluding Switching Data Service Providers) must have completed Entry Assessment before becoming Qualified to access the relevant REC Service. Access Agreements will specify the terms and conditions applicable to each requested REC Service, to ensure the applicant is bound to comply with the relevant REC Schedule(s). The scope of activities required as part of Entry Assessment will vary depending on Market Role, the individual REC Service and the category of REC Service User that the organisation is applying to become.

1.3. Qualification for an Energy Supplier or Distribution Network Operator may be subject to restrictions on the scope of its permitted operation in the proposed sector of the market. If Controlled Market Entry Conditions are agreed between the Party and the Code Manager as a condition of Qualification, the Party is not permitted to operate outside of these conditions. This is covered further in Paragraph 9.

1.4. The following transition arrangements shall apply:

(a) subject to Paragraph 1.4(c), this REC Schedule shall apply from Retail Code Consolidation, but:

(i) all Gas Suppliers who were active under the SPAA immediately prior to Retail Code Consolidation are deemed to have Qualified for the Market Role of Gas Supplier on the day of Retail Code Consolidation;

(ii) all Electricity Suppliers who had completed market entry under the MRA immediately prior to Retail Code Consolidation are deemed to have Qualified for the Market Role of Electricity Supplier (subject to the same conditions if any) on the day of Retail Code Consolidation;

(iii) all Distribution Network Operators who were active under the MRA immediately prior to Retail Code Consolidation are deemed to have Qualified for the Market Role of Distribution Network Operator on the day of Retail Code Consolidation;

(iv) all Gas Transporters who were active under the SPAA immediately prior to Retail Code Consolidation are deemed to have Qualified for the Market Role of Gas Transporter on the day of Retail Code Consolidation;

(v) all gas Metering Equipment Managers who were approved under the SPAA immediately prior to Retail Code Consolidation are deemed to have Qualified for the Market Role of gas Metering Equipment Manager on the day of Retail Code Consolidation; and

(vi) all electricity Metering Equipment Managers who had completed market entry under the BSC immediately prior to Retail Code Consolidation are deemed to

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have Qualified for the Market Role of electricity Metering Equipment Manager (subject to the same conditions if any) on the day of Retail Code Consolidation;

(b) each organisation which is not a Party and which, immediately prior to Retail Code Consolidation was entitled (in accordance with the MRA) to and did receive one or more of the legacy services which are being replaced by the REC Services (excluding the Central Switching Service) shall be treated as follows:

(i) (save where sub-paragraph (ii) below applies) if the organisation enters into an Access Agreement with RECCo, then the organisation will be deemed to have successfully completed the initial onboarding requirements of this REC Schedule and to therefore have become a Non-Party REC Service User for those REC Services (with effect on the later of the date of Retail Code Consolidation or the date of its Access Agreement); or

(ii) those organisations captured by paragraphs 4.3(d), 4.3(e), 4.3(f), 4.3(i) or 4.3(l) of the Data Access Schedule and who had access the Electricity Enquiry Service in accordance with the MRA immediately prior to Retail Code Consolidation shall be deemed to have become a Non-Party REC Service User for the Electricity Enquiry Service on Retail Code Consolidation even if they have not entered into an Access Agreement (provided that this deeming will cease to apply at the end of 31 August 2022 if the organisation has not entered into an Access Agreement by that time).

(c) until the CSS Go-Live Date, the aspects of Entry Assessment relating to the Central Switching Service, Gas Enquiry Service and Switching Operator Service shall not apply;

(d) from the CSS Go-Live Date, all organisations who have successfully completed testing pursuant to the Transition Schedule are deemed to have qualified to become a CSS User, subject to the signing of an Access Agreement, where required; and

(e) from the CSS Go-Live Date, those Energy Suppliers who were Qualified prior to that CSS Go-Live Date but who have not successfully completed testing pursuant to the Transition Schedule will continue to be Qualified, but subject to such conditions regarding use of the CSS as the Code Manager determines (for example, to prevent the Energy Supplier from submitting an Initial Registration Request and/or Switch Request until such time as it has successfully qualified to become a CSS User); and

(f) from the CSS Go-Live Date, each organisation which is not a Party and which, immediately prior to the CSS Go-Live Date was entitled (in accordance with the UNC) to and did receive one or more of the legacy services which are being replaced by the Gas Enquiry Service, shall (if the organisation enters into an Access Agreement with RECCo) be deemed to have successfully completed the initial onboarding requirements of this REC Schedule and to therefore have become a Non-Party REC Service User for the Gas Enquiry Service, with effect on the later of the CSS Go-Live Date or the date of its Access Agreement.

1.5. This REC Schedule should be read in conjunction with Clause 3 of the main body of this Code, which deals with accession to this Code by New Parties.

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1.6. Market exit arrangements are described in the Market Exit Schedule.

2 Entry Assessment Requirements

2.1. The Entry Assessment process will be tailored to the applicant and may differ depending on the Market Role(s) in which the applicant is applying to become Qualified, and the sector of the market in which the applicant intends to operate. For example, this may depend on whether an applicant that wants to be an Energy Supplier intends to operate in the gas, electricity, domestic and/or non-domestic market. The REC Performance Assurance Board shall provide information to the Code Manager on the sector-specific risks that the REC Performance Assurance Board wants to be mitigated and assured against through Entry Assessment and Maintenance of Qualification.

2.2. Where an Energy Supplier is a dual–fuel Energy Supplier, it will need to complete Entry Assessment both as a Gas Supplier and as an Electricity Supplier, but common Systems and processes used across the applicant's portfolio may, with the agreement of the applicant and the Code Manager, be assessed as a whole.

2.3. As a pre-condition to Qualification, each Energy Supplier will have to demonstrate that they have met the following entry criteria:

(a) that they hold the Energy Licence relevant to their Market Role;

(b) that they have acceded to the Energy Codes to which they are required to accede by their Energy Licence;

(c) establishment of a valid MPID (the arrangements for which are specified in the UNC or BSC, as applicable);

(d) becoming a User under the Smart Energy Code (if required by the Energy Supplier's Energy Supply Licence);

(e) becoming a gas and/or electricity Enquiry Service User in accordance with the Data Access Schedule;

(f) becoming a CSS User and Switching Operator Service User in accordance with the Central Switching Service Schedule and Switching Service Management Schedule respectively;

(g) becoming an Energy Theft Tip-Off Service user in accordance with the Energy Theft Reduction Schedule;

(h) becoming a Secure Data Exchange Service User in accordance with the Secure Data Exchange Schedule (except that this is not a requirement for Non-Domestic Gas Suppliers);

(i) completing accession to the Data Transfer Services Agreement and having a Data Transfer Network gateway (except that this is not a requirement for Non-Domestic Gas Suppliers); and

(j) becoming a REC Portal User and providing the required operational contact details as specified by the Code Manager.

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2.4. In addition to the requirements in Paragraph 2.3, each Energy Supplier shall be subject to an assessment of their overall business solution and testing outcomes to ensure they have robust Systems and processes which will enable them to meet their REC requirements and interface with other Market Participants and REC Services. See Paragraphs 4 to 7 (inclusive).

2.5. As a pre-condition to Qualification, each Distribution Network Operator will have to demonstrate that they have met the following entry criteria:

(a) that they hold the Energy Licence relevant to their Market Role;

(b) that they have acceded to the Energy Codes to which they are required to accede by their Energy Licence;

(c) establishment of a valid MPID (the arrangements for which are specified in the BSC);

(d) becoming a CSS User and Switching Operator Service User in accordance with the Central Switching Service Schedule and Switching Service Management Schedule respectively;

(e) becoming an Energy Theft Tip-Off Service User in accordance with the Energy Theft Reduction Schedule;

(f) becoming a Secure Data Exchange Service User in accordance with the Secure Data Exchange Schedule;

(g) completing accession to the Data Transfer Service Agreement and having a Data Transfer Network gateway;

(h) becoming a REC Portal User and providing the required operational contact details as specified by the Code Manager; and

(i) becoming an electricity Enquiry Service Users in accordance with the Data Access Schedule.

2.6. In addition to the requirements in Paragraph 2.5, each Distribution Network Operator shall be subject to an assessment of their overall business solution and testing outcomes, to ensure they have robust Systems and processes which will enable them to meet their REC requirements and interface with other Market Participants and REC Services. See Paragraphs 4 to 7 (inclusive).

2.7. As a pre-condition to Qualification, each Gas Transporter will have to demonstrate that they have met the following entry criteria:

(a) that they hold the Energy Licence relevant to their Market Role;

(b) that they have acceded to the Energy Codes to which they are required to accede by their Energy Licence;

(c) establishment of a valid MPID (the arrangements for which are specified in the UNC);

(d) becoming an Energy Theft Tip-Off Service user in accordance with the Energy

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Theft Reduction Schedule; and

(e) becoming a REC Portal User and providing the required operational contact details as specified by the Code Manager.

2.8. As a pre-condition to Qualification, each Metering Equipment Manager will have to demonstrate that it has met the following entry criteria:

(a) accreditation in accordance with the Metering Accreditation Schedule; and

(b) establishment of a valid MPID (the arrangements for which are specified in the UNC or BSC, as applicable).

2.9. As a pre-condition to Qualification for each REC Service, each Non-Party REC Service User will have to demonstrate that it has met the service-specific pre-conditions to becoming a user of that REC Service, as detailed in the following relevant REC Schedule:

(a) Central Switching Service (CSS) detailed in the Central Switching Service Schedule;

(b) Switching Operator Service detailed in the Switching Service Management Schedule;

(c) Gas Enquiry Service (GES) and Electricity Enquiry Service (EES) detailed in the Data Access Schedule; and

(d) Green Deal Service detailed in the Green Deal Arrangements Schedule.

3 Application Process

3.1. Applicants for Entry Assessment are requested to contact the Code Manager at the earliest possible time to discuss their plans. This will help the applicant and the Code Manager to plan effectively.

3.2. As referenced in Paragraphs 2.3, 2.5 and 2.7, in order to be an Energy Supplier, Distribution Network Operator or Gas Transporter, a Party must hold the relevant Energy Licence. Prior to becoming Qualified, the applicant must provide evidence to the Code Manager that the applicant has the necessary Energy Licence. However, an Energy Licence is not a pre-requisite for starting Entry Assessment.

3.3. The Entry Assessment process follows a formal Entry Assessment Plan agreed with the Code Manager. Where an applicant wishes to revise this plan, or operate outside this plan, the Code Manager shall endeavour to accommodate such reasonable revisions, but may need to give priority to any existing commitments with other applicants.

3.4. The Code Manager shall make the following documents available on the REC Portal: Entry Assessment Guidance, an Entry Assessment Self-Assessment Form and an Entry Assessment Application Form. The application form shall include a list of all Market Roles and REC Services, enabling the applicant to indicate its proposed Market Roles and the REC Service(s) to which it requires access.

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3.5. Where an Energy Supplier or Distribution Network Operator is requesting Qualification for a sector of the market that it has not previously been Qualified, it must complete the full Entry Assessment process detailed in this REC Schedule.

3.6. Where an organisation wishes to become Qualified in accordance with this REC Schedule, it shall submit an initial application for the applicable Market Role or category of REC Service.

3.7. Within 5 Working Days of receiving a completed Entry Assessment Application Form, or in the case of a REC Party, within 5 Working Days of Accession, the Code Manager shall offer a planning meeting (to be held as soon as reasonably practicable), at which the Code Manager and the applicant will discuss:

(a) the expectations and requirements of Entry Assessment, including the requirement for those eligible to become Parties to sign an Accession Agreement, and the requirement for those not eligible to become Parties to sign an Access Agreement;

(b) the potential for Controlled Market Entry Conditions (for Energy Suppliers and Distribution Network Operators);

(c) arrangements for developing and agreeing an Entry Assessment Plan, including the applicant's plan for getting any necessary Energy Licence;

(d) requirements relating to each REC Service which the applicant wishes to access;

(e) the next steps to be undertaken by the applicant; and

(f) any other matters considered relevant by the Code Manager.

3.8. To streamline the overall Entry Assessment process, the Code Manager shall seek to coordinate with the Code Managers of other Energy Codes (where relevant), to help minimise the time, effort and costs incurred by an applicant. Where appropriate, the Code Manager shall share information with these other Code Managers for this purpose.

4 Self-Assessment

4.1. This Paragraph 4 is only applicable to Energy Suppliers, Distribution Network Operators and Metering Equipment Managers.

4.2. Following agreement of the Entry Assessment Plan with the Code Manager, the applicant shall submit an Entry Assessment Self-Assessment Form. The Entry Assessment Self-Assessment Form will include details of the applicant's proposed operating model, Systems and processes and a risk assessment and mitigation plan in respect of its compliance with the Code. The Entry Assessment Self-Assessment Form must be signed by a director (or, if the applicant is not a company, an equivalent representative) of the applicant, and shall cover:

(a) **High-Level Entry Assessment Plan** - The applicant must confirm that it is operating to the plan that has been agreed with the Code Manager in accordance with Paragraph 3.7. Any changes to the plan must be agreed with the Code Manager.

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(b) **Entry Assessment Questionnaire –** This questionnaire requests information to demonstrate that adequate preparations have been made to commence Entry Assessment.

(c) **System Architecture Definition -** The applicant shall provide an initial version of its description and representation of the Systems and processes that the applicant will use to meet its obligations under this Code, being its system architecture definition. Where changes are made to this system architecture definition during Entry Assessment, an updated version shall be provided to the Code Manager prior to the applicant's integration testing.

(d) **Internal Test Strategy and Plan -** The applicant shall provide its internal test strategy and plan, including test specifications showing how it intends to conduct testing of the Systems and processes that the applicant will use to meet its obligations under this Code.

(e) **Change and Configuration Management Procedures -** The applicant shall provide its change and configuration management procedures. These are expected to be the procedures already being used by the applicant at the relevant time.

(f) **Configuration Management Return -** The applicant shall set out how it will meet its relevant obligations under this Code (as specified in the Entry Assessment Self-Assessment Form), and must update and resubmit this as it passes through the stages of self-assessment and testing. The Configuration Management Return will depend on the sector of the market in which the applicant intends to operate, and may include (where specified in the Entry Assessment Self-Assessment Form):

(i) business process references that are relevant for demonstrating compliance with this Code;

(ii) progress on agreements with other industry parties that are necessary to meet obligations of the Code such as agreements with Supplier Agents, Shippers and other Market Participants;

(iii) list of any providers of managed services (or other service providers) that the applicant intends to use to fulfil the business processes that are relevant for demonstrating compliance with this Code; and

(iv) list of Systems that will support the business processes.

(g) **Business Processes –** The applicant shall provide a complete set of the required business processes as they exist at the time of submitting the Entry Assessment Self-Assessment Form. The required business processes will be specified in the Entry Assessment Self-Assessment Form. During Entry Assessment, if any business process is updated, a copy of the updated business process must be submitted to the Code Manager.

(h) **Work Instructions –** The applicant shall provide its detailed work instructions that support the business processes noted in sub-paragraph (g) above. A complete set of these work instructions must be made available to the Code Manager for assessment, prior to commencement of the applicant's internal integration

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testing.

4.3. The applicant shall submit all evidence in a format published by the Code Manager in the Entry Assessment Self-Assessment Form. Any delays in providing this information may impact on the time taken to complete Entry Assessment.

5 Business Solution Assessment

5.1. This Paragraph 5 is only applicable to Energy Suppliers, Distribution Network Operators and Metering Equipment Managers.

5.2. The Code Manager shall use the information provided by the applicant in the Entry Assessment Self-Assessment Form to complete an objective assessment of the applicant's ability to comply with the relevant obligations in this Code (as specified by the REC Performance Assurance Board).

5.3. The Code Manager shall use sampling to carry out the assessment, requesting further details from the applicant as necessary. Whilst this verification will normally be carried out at the Code Manager's offices, the Code Manager reserves the right to perform all or part of the assessment at the applicant's premises where considered necessary. This assessment is solely to obtain assurance that the applicant's Systems and processes are adequate to enable the applicant to comply with its obligations under this Code, and that the applicant has entered into all relevant contracts.

5.4. If, during this assessment, the Code Manager does not gain the necessary level of assurance that the applicant's Systems and processes are sufficiently robust, this will be communicated to the applicant. It is then the responsibility of the applicant to propose and carry out corrective actions to resolve all issues to the satisfaction of the Code Manager.

5.5. If the applicant has already begun internal testing at this point, an impact assessment must also be carried out to determine whether areas of the Systems or processes that have already been tested are affected. The results of this impact assessment should be notified to the Code Manager by the applicant. Following its assessment of the impact assessment, the Code Manager shall specify any requirements for re-testing.

5.6. Following completion of its assessment, the Code Manager shall produce a report setting out its conclusions and recommendations, including details of the testing scenarios that the applicant will be required to deliver testing against. The Code Manager shall provide this report to the applicant who will be asked to agree or comment on the conclusions and recommendations. Corrective actions and follow-up will then be required as specified by the Code Manager.

6 Internal Testing Assessment

6.1. This Paragraph 6 is only applicable to Energy Suppliers, Distribution Network Operators and Metering Equipment Managers.

6.2. Internal testing involves the applicant carrying out tests in relation to key scenarios that may be encountered in live operation, using integrated Systems and processes. The internal tests consist of several routine scenarios that the applicant can expect to perform in the live market. The applicant is responsible for simulating data flows for all Market Participants other than its own Market Participant Role, based on pre-defined

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data supplied by the Code Manager. The tests will be executed in real time with evidence presented to the Code Manager at agreed points.

6.3. This evidence will be verified on a sample basis by the Code Manager to check for completeness and compliance with the requirements of Entry Assessment. If, during this assessment, the Code Manager does not gain the necessary level of assurance that testing has been completed satisfactorily, this will be communicated to the applicant. Corrective actions and follow-up will then be required as specified by the Code Manager.

6.4. Internal tests must be completed to the satisfaction of the Code Manager before any external testing is started.

7 External Testing

7.1. This Paragraph 7 is generally only applicable to Energy Suppliers and Distribution Network Operators. However, all prospective CSS Users must complete external testing as part of the Qualification requirements to access the CSS.

7.2. Each applicant must complete external testing covering the scenarios specified in the Code Manager's report on the applicant's Entry Assessment Self-Assessment Form. The purpose of external testing is to give a level of assurance that the applicant can correctly transmit, receive and validate all relevant data from and to its Systems in accordance with Code data transfer standards. External testing will include sending and receiving Market Messages to and from the CSS Provider and other Market Participants in accordance with the Data Specification, including exception tests whereby invalid data will be sent to the applicant for identification and resolution using its Systems and business processes.

7.3. The Code Manager shall confirm when it believes the applicant can initiate external testing. At the Code Manager's discretion, the applicant may not be required to clear all issues highlighted as part of the Code Manager's assessment. Outstanding issues may be highlighted to the REC Performance Assurance Board to enable additional monitoring to be considered.

7.4. Prior to an Energy Supplier commencing external testing, it must be provided with access to the Gas Enquiry Service and / or Electricity Enquiry Service (as applicable). If the applicant is not subsequently Qualified, access to the Electricity Enquiry Service and Gas Enquiry Service will be withdrawn.

7.5. Prior to a CSS User applicant commencing external CSS Testing, it must have received the required security credentials in accordance with the CSS Schedule. If the applicant is not subsequently Qualified, access to the CSS will be withdrawn.

7.6. Any information that is required by an applicant for testing purposes prior to beginning external testing will be provided to it by the Code Manager. Any such information must only be used for the purposes of testing and is subject to the confidentiality obligations in this Code.

7.7. Each applicant shall complete CSS Testing covering scenarios defined within Testing Specifications. The Switching Operator shall facilitate CSS Testing and identify whether the applicant has passed or failed testing against each scenario. Where an applicant fails CSS Testing they shall rectify identified defects within the timescales

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agreed with the Switching Operator and carry out additional testing, if required.

7.8. Following completion of CSS Testing, the Switching Operator shall provide a report to the applicant and the Code Manager within 10 Working Days identifying whether the applicant has successfully completed all aspects of CSS Testing. Where the Switching Operator's report identifies aspects of CSS Testing that the applicant has not successfully completed, the Switching Operator shall highlight each specific issue and provide a view on whether this should result in the applicant's Qualification request being rejected, or whether the applicant should be subject to additional monitoring following Qualification.

7.9. Each applicant shall also complete Non-CSS Testing covering scenarios defined within Testing Specifications, as determined by the Code Manager. The Code Manager shall facilitate Non-CSS Testing and identify whether the applicant has passed or failed testing against each scenario. Where an applicant fails Non-CSS Testing, the applicant shall rectify identified defects within the timescales agreed with the Code Manager and carry out additional testing if required.

7.10. Following completion of Non-CSS Testing, the Code Manager shall provide a report to the applicant within 10 Working Days identifying whether the applicant has successfully completed all aspects of the required Non-CSS Testing. Where the Code Manager's report identifies aspects of Non-CSS Testing that the applicant has not successfully completed, the Code Manager shall highlight each specific issue and provide a view on whether this should result in the applicant's Qualification request being rejected, or whether the applicant should be subject to additional monitoring following Qualification.

7.11. The Code Manager shall evaluate all external testing results and raise any issues within 10 Working Days of receiving the results. Applicants will be required to resolve issues, and this may require the applicant to demonstrate compliance by re-running certain tests prior to completion of Entry Assessment.

8 Information Security and Data Protection Assessment

8.1. This Paragraph 8 is applicable to Energy Suppliers and Distribution Network Operators; and also to applicants seeking to become CSS Users, GES Users and / orEES Users in line with the requirements set out in the REC Service User Categorisation and Assessment Document.

8.2. Each applicant shall submit the following information to the Code Manager, within the timescales agreed as part of the Entry Assessment Plan:

(a) its internal information security and data protection risk assessment, including as a minimum:

(i) details of internal policies and procedures in place to mitigate information security and data protection risks associated with obligations under this Code;

(ii) internal user access controls;

(iii) management of security credentials; and

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(iv) documentation of specific purpose for data access;

(b) evidence that it has completed up-to-date and relevant ICO checklists; and

(c) evidence that it has it has appropriate information security accreditation reflective of the risks applicable to its organisation e.g. Cyber Essentials Plus Certification.

8.3. The Code Manager shall use such information to complete an objective assessment of the applicant's ability to manage information security and data protection risks. This shall include a review of the relevant policies and procedures, and may include sample checking to assess compliance.

8.4. Should an applicant believe that its compliance with or certification under an existing security standard meets the requirements necessitated under this REC Schedule, the applicant may present evidence of equivalent standard to the Code Manager. The Code Manager, and where necessary advised by the REC Performance Assurance Board, will review the submitted evidence and evaluate the extent to which it conforms with the requirements of this REC Schedule.

8.5. If, during this assessment, the Code Manager does not gain the necessary level of assurance that the applicant's information security and data protection arrangements are sufficiently robust, this will be communicated to the applicant. It is then the responsibility of the applicant to propose and carry out corrective actions to resolve all issues to the satisfaction of the Code Manager.

8.6. Following completion of its assessment, the Code Manager shall produce a report setting out its conclusions and recommendations. The Code Manager shall provide this report to the applicant who will be asked to agree or comment on the conclusions and recommendations. Corrective actions and follow-up will then be required as specified by the Code Manager.

8.7. Where the applicant fails to submit the required evidence, the applicant will not be granted access to the requested REC Services, notwithstanding the status of any other aspect of their application to become Qualified under this REC Schedule.

9 Evaluation, Approval and Controlled Market Entry

9.1. The Code Manager shall evaluate the applicant's compliance with the Entry Assessment requirements and discuss the status of any issues raised with the applicant. The Code Manager shall produce a consolidated outcome report detailing the results of its assessment.

9.2. If the Code Manager has gained the necessary level of assurance that the applicant's Systems and processes are sufficiently robust and the applicant has met all of the relevant requirements in Paragraph 2, the Code Manager shall inform the applicant that it is Qualified. The Code Manager shall notify the relevant REC Service Provider(s) to enable the applicant to be issued with the necessary user credentials. Where an Energy Supplier is Qualified, the Code Manager shall inform the CSS Provider in accordance with the Switching Data Management Schedule .

9.3. Where the applicant is a Party, the Code Manager shall also inform the Authority, the REC Performance Assurance Board, the CDSP and BSCCo of the decision.

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9.4. If there are unresolved problems or if the applicant has made a change to its Systems and/or processes that may impact interfaces with the CSS Provider or other Market Participants, it may be necessary to re-visit appropriate parts of Entry Assessment before the Code Manager can complete its evaluation. In such circumstances, this work will need to be rescheduled by both the applicant and Code Manager.

9.5. The Code Manager may reject an applicant's request to become Qualified if an error, problem, or issue of non-compliance occurred during assessment or testing which presents an unacceptable risk to Consumers or other Market Participants. If it does so, the Code Manager shall set out the reasons for its decision.

9.6. If an application is rejected by the Code Manager, the applicant will need to carry out remedial work and this will need to be assessed by the Code Manager. Where the remedial work is extensive, the applicant may have to submit a new application for Entry Assessment if it wishes to become Qualified.

9.7. Where an Energy Supplier or Distribution Network Operator has become Qualified, it may be subject to Controlled Market Entry Conditions set by the Code Manager. Controlled Market Entry Conditions may include thresholds or milestones beyond which the Party would be required to undertake additional assessment or additional monitoring for a requested period. Where Controlled Market Entry Conditions apply, the relevant Party shall only be Qualified to the extent of any agreed conditions.

9.8. Subject to Paragraph 9.7, Controlled Market Entry Conditions should only be applied where they are necessary to provide other Market Participants and Consumers with reasonable assurance that any initial problems experienced will be contained. They should also provide the applicant with an opportunity to prove its Systems and business processes in a controlled environment.

9.9. When an Energy Supplier or Distribution Network Operator believes it has met the completion criteria for removal of Controlled Market Entry Conditions, it should contact the Code Manager with a self-assessment statement signed by a director (or, if the applicant is not a company, an equivalent representative) confirming its ability to operate in accordance with this Code.

9.10. The Code Manager shall review the applicant's self-assessment statement within 10 Working Days of receipt, and agree a date with the applicant to undertake any further audit of its business records to verify compliance with this Code. The Code Manager shall advise the applicant of its decision on whether to remove or amend any Controlled Market Entry Conditions.

9.11. Appeals by an applicant in respect of the decision on whether to remove or amend any Controlled Market Entry Conditions are covered in Paragraph 15.

9.12. The Code Manager shall provide monthly updates to the REC Performance Assurance Board detailing the status of any and all requests for the amendment or removal of Controlled Market Entry Conditions.

10 Undertakings of REC Service Users

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10.1. All REC Service Users must continue to meet any service specific requirements defined within the relevant REC Schedule (see Paragraph 2.9) as long as they remain a REC Service User.

10.2. All REC Service Users are obliged to promptly report any relevant and significant security incidents that affect or have affected their Systems to the Code Manager.

10.3. All REC Service Users are obliged to promptly report any relevant ICO-notifiable personal data breach incidents to the Code Manager.

11 Maintenance of Qualification

11.1. Each REC Service User must submit an Annual Statement in order to maintain their Qualification under this Code. Submission of this Annual Statement will be on a set annual cycle approximately every 12 months following the date on which the REC Service User was first Qualified (by the particular date specified by the Code Manager).

11.2. The Code Manager shall notify the REC Service User of the date by which it must submit its Annual Statement, and whether it is required to submit a REC Service User Compliance Statement or REC Service User Assurance Evidence alongside its Annual Statement in accordance with this Paragraph 11, by no later than 30 days before the submission is due.

11.3. The Code Manager shall make available an Annual Statement template on the REC Portal. The template will outline any supporting documentation required from each REC Service User.

11.4. Each Qualified Energy Supplier and Distribution Network Operator shall in each Annual Statement:

(a) self-certify (based on reasonable enquiry) whether it meets the requirements to be Qualified;

(b) document any changes to Systems or processes (that may impact interfaces with the CSS Provider or other Market Participants) that it has made since its last Annual Statement was submitted, or that it plans to make in the next 12 months; and

(c) self-certify (based on reasonable enquiry) the categorisation of risk associated with any and all such changes.

11.5. The Code Manager shall provide advice and guidance regarding compliance with this Code to Energy Suppliers and Distribution Network Operators intending to make changes to their Systems and processes. In particular, the Code Manager shall identify and advise of potential impacts on key market scenarios where additional testing may be required to ensure continued ability to deliver its obligations.

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11.6. Where a Qualified Energy Supplier or Distribution Network Operator proposes to make a change to its Systems and/or processes (that may impact interfaces with the CSS Provider or other Market Participants) and it has not previously identified the proposed change in an Annual Statement, then the Qualified Energy Supplier or Distribution Network Operator shall provide a Systems or Process Change Disclosure Submission to the Code Manager detailing the proposed changes. The Code Manager shall assess and provide advice on this submission in accordance with Paragraph 11.5.

11.7. Each REC Service User shall promptly notify the Code Manager of any security breach that could compromise the security or integrity of any REC Service or other REC Service Users. The Code Manager will determine whether this warrants an additional REC Service User External Assessment under Paragraph 13.

11.8. As part of their Annual Statement submission, all EES Users, GES Users and CSS Users shall also complete an annual Information Security and Data Protection Assessment. The scope of this assessment will be based on the category of user, with details provided within the REC Service User Categorisation and Assessment Document.

11.9. Where a REC Service User believes its use of a REC Service does not warrant the standard ongoing assurance cycle for its user category in accordance with the REC Service User Categorisation and Assessment Document, the REC Service User may request that the Code Manager gives consideration to amending the REC Service User's ongoing assurance cycle. Where the Code Manager receives such a request, it will consider amending the REC Service User's ongoing assurance cycle taking into account the following criteria:

(a) the frequency with which the REC Service User intends to access data from REC Services;

(b) the nature of the data to be accessed by the REC Service User;

(c) whether the REC Service User's intended use of data requires it to make such data available outside of its own organisation;

(d) the extent to which the REC Service User's intended use of data requires them to hold or store data; and

(e) the means by which data is to be accessed.

11.10. Where the Code Manager is satisfied that an amended ongoing assurance cycle is appropriate, it will update the ongoing assurance cycle and notify the REC Service User and the REC Performance Assurance Board.

11.11. The annual Information Security and Data Protection Assessment to be completed by EES Users, GES Users and CSS Users will include the following (as further defined in Paragraphs 12 and 13):

(a) the provision of a REC Service User Compliance Statement; and/or

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(b) the completion of a REC Service User External Assessment.

12 REC Service User Compliance Statement

12.1. The REC Service User Compliance Statement shall include confirmation from the REC Service User that:

(a) it has an up-to-date risk assessment covering information security and data protection risks associated with obligations under this Code, taking into account any significant change to the REC Service User's circumstances and whether there have been any security breaches;

(b) it has completed up-to-date and relevant ICO checklists;

(c) there have been no significant changes in the REC Service User's circumstances that would give rise to an increase in security or privacy risk, or where there has been a change, the appropriate mitigations have been put in place;

(d) it has appropriate information security accreditation reflective of the risks applicable to its organisation (e.g. Cyber Essentials Plus Certificate); and

(e) there have been no security breaches or ICO reportable data incidents, or (if there have been such incidents) the nature of such incidents and any remediation actions taken.

12.2. The REC Service User shall submit its REC Service User Compliance Statement, signed by a director (or, if the applicant is not a company, an equivalent representative), on or before the required submission date specified by the Code Manager in accordance with Paragraph 11.

12.3. The Code Manager shall confirm receipt of the information and assess the submission for completeness. Where the Code Manager has any concerns with regards to the information contained in the REC Service User Compliance Statement it shall notify the REC Service User and agree any rectification steps required.

12.4. Where the REC Service User fails to submit its REC Service User Compliance Statement or fails to complete rectification steps within the timescales required, the Code Manager will initiate escalation activities in accordance with the REC Performance Assurance Schedule.

12.5. If the REC Performance Assurance Board has reason to believe that a REC Service User is in breach of this Code or has otherwise encountered security issues as a result of its negligence or insufficient security practices, the REC Performance Assurance Board reserves the right to revoke the REC Service User's access to one or more REC Services.

13 REC Service User External Assessment

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13.1. The REC Service User External Assessment will include the submission of the following information in respect of the REC Service User (known as the REC Service User Assurance Evidence):

(a) its internal information security and data protection risk assessment, including as a minimum:

(i) details of internal policies and procedures in place to mitigate information security and data protection risk;

(ii) internal user access controls;

(iii) management of security credentials; and

(iv) approach to documentation of specific purpose for data access;

(b) evidence that it has completed up-to-date and relevant ICO checklists;

(c) evidence that it has appropriate information security accreditation reflective of the risks applicable to its organisation (e.g. Cyber Essentials Plus Certification);

(d) whether there have been any significant changes in its circumstances that would give rise to an increase in security or privacy risk; and where there has been a change, details of the appropriate mitigations that have been put in place; and

(e) whether it has suffered any security breaches or it has been subject to any ICO reportable data incidents (and, if so, the nature of such incidents).

13.2. A REC Service User shall submit the REC Service User Assurance Evidence to the Code Manager on or before the date specified by the Code Manager in accordance with Paragraph 11.

13.3. The Code Manager shall use the REC Service User Assurance Evidence to complete an objective assessment of the REC Service User's ability to manage information security and data protection risks. This shall include a review of the relevant policies and procedures, with sample checking to assess compliance.

13.4. Should a REC Service User believe that its compliance with or certification under an existing security standard meets the requirements necessitated under this Paragraph 13, the REC Service User may present evidence of equivalent standard to the Code Manager. The Code Manager, and where necessary advised by the REC Performance Assurance Board, will review the submitted evidence and evaluate the extent to which it conforms with the requirements of this Paragraph 13.

13.5. If, during this assessment, the Code Manager does not gain the necessary level of assurance that the REC Service User's information security and data protection arrangements are sufficiently robust, this will be communicated to the user. It is then the responsibility of the REC Service User to propose and carry out corrective actions to resolve all issues to the satisfaction of the Code Manager.

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13.6. Following completion of its assessment, the Code Manager shall produce a report setting out its conclusions and recommendations. The Code Manager shall provide this report to the REC Service User who will be asked to agree or comment on the conclusions and recommendations. Corrective actions and follow-up will then be required as specified by the Code Manager.

13.7. Where the REC Service User fails to submit its REC Service User Assurance Evidence within the timescales required; or the REC Service User fails to agree corrective actions for issues identified in accordance with Paragraph 13.6, then the Code Manager will initiate escalation to the REC Performance Assurance Board.

13.8. If the REC Performance Assurance Board has reason to believe that a REC Service User is in breach of this Code or has otherwise encountered security issues as a result of its negligence or insufficient security practices, the REC Performance Assurance Board reserves the right to revoke the REC Service User's access to one or more REC Services.

14 Additional Post Qualification Assessment

14.1. This Paragraph 14 is only applicable to Energy Suppliers and Distribution Network Operators.

14.2. The Code Manager shall assess and provide advice on each completed Annual Statement and Systems or Process Change Disclosure Submission in accordance with Paragraph 11.5, and may request additional information in order to assess the Party's ongoing compliance with this Code based on the self-certification, the nature of the changes documented, and the level of risk associated.

14.3. If, in response to an Annual Statement or Systems or Process Change Disclosure Submission, the Code Manager recommends additional testing and the Party agrees, then there will be no RECCo charge for the testing (and the costs will be recovered as part of RECCo's general cost recovery). If the Code Manager recommends additional testing and the Party does not agree, then the Code Manager will flag this to the REC Performance Assurance Board, who may determine that additional monitoring is required.

14.4. If either: (a) an Energy Supplier or Distribution Network Operator makes one or more changes to its Systems and/or processes (that may impact interfaces with the CSS Provider or other Market Participants) without identifying those changes in an Annual Statement or Systems or Process Change Disclosure Submission ; or (b) the Code Manager recommends additional testing and the Party does not agree, then (in either case) that Party shall be liable for any and all additional costs incurred by RECCo and/or the Code Manager as a result. Conversely, if the Party makes changes without undertaking recommended testing with no adverse effects, the Code Manager shall record details and reflect this in any future considerations.

15 Appeals

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15.1. Where an organisation is dissatisfied with the Code Manager's decision on its application to become Qualified (or on the Controlled Market Entry Conditions to be applicable to it), then the organisation may raise an appeal to the REC Performance Assurance Board within 10 Working Days of receiving the Code Manager's decision. Appeals should be made in writing by submitting the appeal proforma available on the REC Portal.

15.2. On receipt of an appeal under Paragraph 15.1, the Code Manager shall include consideration of the appeal at the next available REC Performance Assurance Board. The Code Manager shall provide the relevant consolidated outcome report and any additional evidence to the REC Performance Assurance Board for its consideration. The appealing organisation shall be invited to attend the REC Performance Assurance Board meeting to explain the rationale for its appeal.

15.3. The REC Performance Assurance Board shall:

(a) determine that the appealing organisation has met the requirements and should be Qualified;

(b) determine that the appealing organisation has not met the requirements and should not be Qualified;

(c) where the appealing organisation is an Energy Supplier or Distribution Network Operator, determine that the appealing organisation has met the requirements to a sufficient level and should be Qualified subject to Controlled Market Entry Conditions;

(d) where the appealing organisation is an Energy Supplier or Distribution Network Operator, determine that the appealing organisation, where it is already Qualified, should have its Controlled Market Entry Conditions removed or amended; or

(e) determine that the Energy Supplier or Distribution Network Operator, where it is already Qualified, should not have its Controlled Market Entry Conditions removed or amended.

15.4. Where the REC Performance Assurance Board is not able to make a determination as described in Paragraph 15.3, it shall escalate the matter to the REC Board so that it can provide guidance or make a determination.

15.5. An applicant under this REC Schedule (or Energy Supplier or Distribution Network Operator in respect of Controlled Market Entry Conditions) that is dissatisfied with the REC Performance Assurance Board's decision (or the REC Board's decision as the case may be) under this Paragraph 15 may appeal the decision to the Authority. Any such appeal is subject to Clause 22 of the main body of this Code.

Appendix 1 – Sample Access Agreement

THIS Access Agreement is made on 20[20]

BETWEEN:

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(1) **[TBC]** a company incorporated in [Jurisdiction] (registered number [TBC]) whose registered office is at [TBC] (the "**User**"); and

(2) **Retail Energy Code Company Limited** a company incorporated in England and Wales with company number 10989875 ("**RECCo**"),

each a "Party" and together the "Parties".

WHEREAS

A) The User is not eligible to become a party to the Retail Energy Code, but is eligible to access certain services pursuant to the Retail Energy Code.

B) RECCo is authorised under the Retail Energy Code to grant the User access to such services subject to and in accordance with this Access Agreement.

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

1.1 Unless otherwise stated all terms used in this Access Agreement shall have the meaning given to them in the REC Interpretation Schedule.

1.2 In this Access Agreement:

(a) **"Equivalent Basis"** means, when used in respect of particular provisions of the Retail Energy Code, that those provisions (as amended from time to time) are to apply to this Access Agreement as if they were set out in this Access Agreement, subject to the changes necessary for those provisions to make sense in the context of this Access Agreement (including so that references in those provisions to 'this Code' were to 'this Access Agreement');

1.3 Save as otherwise defined in this Access Agreement, the words and expressions used in this Access Agreement shall be interpreted on an Equivalent Basis in accordance with the definitions and provisions regarding interpretation set out in the Retail Energy Code.

1.4 Reference in this Access Agreement to a REC Schedule includes reference to the other parts of the Retail Energy Code referred to in that REC Schedule.

2 Term

2.1 This Access Agreement shall have effect from the date set out at the top of its first page and shall (subject to clause 12 below) continue in force until terminated by either Party on not less than the Required Period of Notice.

2.2 Notice may be given under clause 2.1 above to terminate this Access Agreement in its entirety, or only to terminate this Access Agreement insofar as it relates to one or more REC Services.

2.3 RECCo may not terminate provision of a REC Service under clause 2.1 above

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while RECCo is obliged under the Retail Energy Code to offer to enter into agreements such as this Access Agreement with persons such as the User in respect of such REC Services.

3 Access to REC Services

Central Switching Service[1]

[1] Clauses 3.1 and 3.2 are to be deleted if the User is not becoming a CSS User.

3.1 RECCo hereby grants the User the rights associated with being a CSS User subject to and in accordance with the Central Switching Service Schedule and Switching Data Management Schedule (each of which schedules shall apply on an Equivalent Basis).

3.2 The User shall be bound by and shall comply with the Central Switching Service Schedule and Switching Data Management Schedule in its role as a CSS User (each of which schedules shall apply on an Equivalent Basis).

Enquiry Services[2]

[2] Clauses 3.3 and 3.4 are to be deleted if the User is not becoming an Enquiry Service User.

3.3 RECCo hereby grants the User the rights associated with being an Enquiry Service User subject to and in accordance with the Data Access Schedule (which schedule shall apply on an Equivalent Basis).

3.4 The User shall be bound with and comply with the Data Access Schedule in its role as an Enquiry Service User (which schedule shall apply on an Equivalent Basis).

Green Deal Arrangements (if applicable)[3]

[3]Clauses 3.5 and 3.6 are to be deleted if the User is not becoming a Green Deal User.

3.5 RECCo hereby grants the User the rights associated with being a Green Deal User subject to and in accordance with the Green Deal Arrangements Schedule (which schedule shall apply on an Equivalent Basis).

3.6 The User shall be bound by and shall comply with the Green Deal Arrangements Schedule in its role as a Green Deal User (which schedule shall apply on an Equivalent Basis).

4 Charges

4.1 The User shall pay to RECCo such charges (if any) applying to the REC Services to which the User is granted access under this Access Agreement, as from time to time determined in accordance with the Charging Methodology and Charging Statement of the Retail Energy Code.

4.2 The charges are stated exclusive of VAT, which the User shall also pay at the prevailing rate (where applicable in accordance with Law).

Deleted: u

Deleted: of the Central Switching Service (in the Market Role applicable to the User) …

Deleted: by reference to the Market Role applicable to it

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4.3 RECCo shall invoice the charges in accordance with the REC Charging Statement. RECCo shall be entitled to invoice on the basis of estimated usage, subject to reconciliation once actual usage is known.

4.4 All such invoices shall be paid by the User in accordance with the REC Charging Statement. All payments shall be made free from the exercise of any right of set-off, withholding or counterclaim.

4.5 If the User is overdue with any payment under this Access Agreement, RECCo shall be entitled (without prejudice to any other rights or remedies it may have) to:

(a) suspend some or all of the User's rights of access under this Access Agreement; and/or

(b) charge the User interest on any unpaid amounts (both before and after judgment) at the rate applicable from time to time under the Late Payment of Commercial Debts (Interest) Act 1998.

5 Intellectual Property Rights

5.1 Where the REC Services provided under this Access Agreement include Central Switching Services, the provisions of clause 13 (Intellectual Property Rights) of the main body of the Retail Energy Code concerning CRS Services IPR shall apply on an Equivalent Basis.

5.2 Where the REC Services provided under this Access Agreement include REC Services other than the Central Switching Services, the provisions of clause 13 (Intellectual Property Rights) of the main body of the Retail Energy Code concerning RECCo Services IPR shall apply on an Equivalent Basis.

5.3 Where the REC Services provided under this Access Agreement include Services Data, the provisions of clause 13 (Intellectual Property Rights) of the main body of the Retail Energy Code concerning Services Data shall apply on an Equivalent Basis.

6 Confidentiality

6.1 The provisions of clause 18 (Confidentiality) of the main body of the Retail Energy Code shall apply on an Equivalent Basis.

7 Data Protection

7.1 Where the User acts as a controller of the data processed pursuant to this Access Agreement, the provisions of clause 19 (Data Controller Obligations) of the main body of the Retail Energy Code shall apply on an Equivalent Basis.

7.2 Where RECCo acts as a processor on behalf of the User as a controller of the data processed pursuant to this Access Agreement, the provisions of clause 20 (Data Processor Obligations) of the main body of the Retail Energy Code shall apply on an Equivalent Basis

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7.3 It is agreed that the User does not process personal data on behalf of RECCo pursuant to this Access Agreement. To the extent that the User uses its rights under this Access Agreement to process personal data on behalf of a third party (such as an Energy Supplier), the User shall agree processing provisions with such third party.

8 Performance Assurance

8.1 The REC Performance Assurance Board shall be entitled to impose sanctions in accordance with the Performance Assurance Schedule (which shall apply on an Equivalent Basis), and the User shall comply with the directions of the REC Performance Assurance Board.

9 Limitation of Liability

9.1 The provisions of clause 14 (Limitation of Liability) of the main body of the Retail Energy Code shall apply on an Equivalent Basis, so that each Party's liability in respect of this Access Agreement is limited as each REC Party's liability is limited in respect of the Retail Energy Code.

9.2 The provisions of clause 21 (Force Majeure) of the main body of the Retail Energy Code shall apply on an Equivalent Basis, so as to give RECCo the benefit of Force Majeure relief in respect of the User's rights of access under this Access Agreement.

10 Assignment and Sub-Contracting

10.1 The User may not assign the benefit of this Access Agreement.

10.2 Either Party may sub-contract or delegate the performance of all or any of its obligations under this Access Agreement to any appropriately qualified and experienced third party, but shall at all times remain liable in relation to all sub-contracted or delegated obligations.

11 Variations

11.1 RECCo shall be entitled to unilaterally amend this Access Agreement on notice to the User; provided that:

(a) RECCo must give at least 3 months' prior notice of the amendment; and

(b) the amendment is necessary to ensure that this Access Agreement is consistent with the requirements of the Retail Energy Code.

12 Termination by RECCo

12.1 RECCo may terminate this Access Agreement (or provision of one or more of the REC Services to which access is granted under this Access Agreement) with immediate effect by giving notice in writing to the User if the User is subject to an Event of Default.

12.2 Termination of this Access Agreement for any reason shall not affect either Party's rights or liabilities which may have accrued before termination, and shall

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not affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination.

13 Third Party Rights

13.1 Each Other Service User shall be entitled to enforce RECCo's rights under this Access Agreement in accordance with the Contract (Rights of Third Parties) Act 1999. This Access Agreement shall nevertheless be capable of amendment and termination in accordance with its provisions without the consent of any third parties.

14 Contract Manager, Party Details and Notices

14.1 The provisions of clauses 24 (Contract Managers and Party Details) and 25 (Notices) of the main body of the Retail Energy Code shall apply on an Equivalent Basis (for which purpose, the User's initial Party Details shall be those details it provided as part of its application to become a REC Service User).

15 General

15.1 The following clauses of the main body of the Retail Energy Code shall apply on an Equivalent Basis: (a) clauses 26.3 and 26.4 (Entire Agreement); clause 26.5 (Severability); clause 26.6 (Waivers); clause 26.9 (Audit and Records); clause 26.10 (Counterparts), and clauses 26.14 and 26.15 (Anti-Bribery).

16 Governing Law and Jurisdiction

16.1 This Access Agreement and any dispute or claim arising out of or in connection with it (including non-contractual claims) shall be governed by, and construed in accordance with, the laws of England.

16.2 In relation to any dispute or claim arising out of or in connection with this Access Agreement (including in respect of non-contractual claims), each of the User and RECCo irrevocably submits to the exclusive jurisdiction of the relevant person, panel, court or other tribunal specified in the Retail Energy Code from time to time.

THIS **Access Agreement** has been entered into (via means of execution to be determined by the Code Manager) and shall have effect from the date first stated above.

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