RETAIL ENERGY CODE

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NON-CONFIDENTIALCONSOLIDATED CONSULTATION RESPONSES

REVISION TO THE CONSOLIDATED METERING CODE OF PRACTICE (COMCOP)

On 13 February 2025, the Code Manager issued a consultation to industry to seek feedback on the Change Report for R0152.

The purpose of this document is to consolidate the responses and for the Code Manager to answer any questions raised within those responses.

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RESPONSIBLE COMMITTEE	Metering Expert Panel
LEAD ANALYST	Caroline Freimuller

DATE CONSULTATION ISSUED	13/02/2025
RESPONSE DEADLINE	11/04/2025

Question 1:	Do you agree with the proposed solution? If not, please explain why?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
EDF (Energy Supplier)	Yes	Thank you for your comments.
National Gas Metering (Metering Equipment Manager)	Yes National Gas Metering agree with the proposed solution.	Thank you for your comments.
National Grid Electricity Distribution (Distribution Network Operator)	Yes following on from the impact assessment where we raised several comments. We are happy that these have been addressed and agree with the proposed solution.	Thank you for your comments.
Northern Powergrid (Distribution Network Operator)	Yes	Thank you for your comments.
ScottishPower Energy Retail Limited (Energy Supplier)	We welcome this review of the Consolidated Metering Code of Practice (CoMCoP). It is concerning to hear that some MEMs have expressed difficulty with their compliance to the CoMCoP and have encountered challenges in passing their CoMCoP audits. We believe it is essential that the text of theCoMCoP and the wider Code are accurate to enable REC Parties to adhere to their obligations and to allow the Metering Scheme Auditor to ensure that audits are accurate and reflect practices in the field. It is important that Parties adhere to, and are able to adhere to, their responsibilities under the CoMCoP and the wider Code. We are broadly supportive of the proposed amendments to the CoMCoP and	Thank you for your comments.

	we recognise the detailed work undertaken in support of this proposal. We also agree with the service provider impact assessment carried out by the Metering Scheme Auditor that it makes sense to amend the current wording of the CoMCoP.	
SSE Energy Supply Ltd (SSE Business Energy) (Energy Supplier)	SSE agree with the proposed solution from a supplier perspective.	Thank you for your comments.
Stark Software Int Ltd (AMR Service Provider)	Yes	Thank you for your comments.
Haste (Metering Equipment Manager)	n/a	n/a
Energy Assets Ltd (Metering Equipment Manager)	As drafted I don't agree with the proposed text, the merging and restructuring of so many documents has resulted in a confusing document which is difficult to follow. I do not have an objection to and am happy to support the principle trying to be achieved of merging all of the codes and having the columns to indicate which parts of the document apply to which party, but I have a number of comments on the text as drafted, some general and others more specific, which I feel need some work to resolve.	Thank you for your comments. The Code Manager has reviewed all your comments and made a number of changes. We have moved several MCoP clauses back together where it does not make sense for them to remain separated but have left some where they are as CoMCoP is structured different to MCoP. All actions on Parties such as the Code Manager and Metering Scheme Auditor are intentionally in CoMCoP with no Party listed in the "auditable party" column to make it clearer who these actions sit with. Any clauses that are restricted to Smart installs came from SMICoP and a decision was made by the Code Manager that they

		would not be expanded out under R0152 to not introduce new obligations. A further change can be raised by Parties to expand these out if they wish. Due to the large number of comments received, the Code Manager cannot provide a response to them all here. If you have any comments you'd like a specific response on, please reach out to the Code Manager and we can provide this.
Gastech Engineering Ltd (Metering Equipment Manager)	The document requires further work to improve clarity and consistency, remove duplication and technical inaccuracy.	Thank you for your comments. The Code Manager has reviewed all your comments and made a number of changes. Due to the large number of comments received, the Code Manager cannot provide a response to them all here. If you have any comments you'd like a specific response on, please reach out to the Code Manager and we can provide this.

Question 2:	Do you have any comments on the proposed legal text?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
EDF (Energy Supplier)	All comments are included in the attachments	Thank you for your comments. The Code Manager has reviewed all your comments and made a number of changes.
National Gas Metering (Metering Equipment Manager)	Yes, **Can the below please be reviewed and included as an obligation.** National Gas Metering has an issue with stranded AMR assets where upon a COA/COS flow where we are not the nominated ASP, we need to retrieve our asset from site. Currently we speak to the supplier, to arrange a removal where possible as well as Technolog trying to gain access to remove the asset. We currently have approx. 7,000 assets stranded. Within CoMCoP, under section 22, there is a designated returns process for meters and meter installations which MEM's and AMI's need to undertake. I am proposing that ASP's are added to those clauses which means that an incoming ASP should remove our device and notify us to collect. This could potentially have a cost impact for the incoming ASP to remove and store the device for 30 days and is a consideration for NGM and Technolog to send the assets to NGM's recycling facility and we follow the same returns process for the meters. We will still have stranded assets in cases where there are no nominated supplier for the AMR or the customer/supplier does not want	Thank you for your comments. As this will be a new obligation, it cannot be looked at under the scope of R0152. However the Code Manager encourages Parties to raise changes around CoMCoP so any potential obligation changes can be reviewed. This Change Proposal does not make any changes to the current audit process. If a Party fails their audit with the Metering Scheme Auditor, they have the opportunity to address any failures directly with the Auditor. If they fail to resolve these issues, the Auditor can escalate to the REC Performance Assurance Board (PAB) for review. REC PAB will decide on any actions they deem necessary, including revoking accreditation.

	to have an AMR device and we can't get access, but it may reduce the number of stranded assets. **Post implementation of the revised code will there be enforcements/penalties for organisations that don't adhere to the obligations of the code?**	
National Grid Electricity Distribution (Distribution Network Operator)	We raised several comments within the Impact Assessment stage and are happy that these have been addressed, therefore we have no further comments on the proposed legal text.	Thank you for your comments.
Northern Powergrid (Distribution Network Operator)	In our impact assessment response we made some suggestions to the legal text that were not accepted. Reasons were given by RECCo for some. We have included additional explanation here why we consider the changes proposed should be accepted. *Clauses 6.1.2 and 6.1.3 do not have SIP included as the Code Manager and SMEs are not aware of any instances where SIPs would be working on DNO equipment, but we can revisit if you have any examples of this.* By the very nature of the SIP role they have to operate DNO equipment to isolate the supply. Though employed by a MEM, some SIP operatives do not work as meter operatives. *Clauses 11.4.22 and16.5.2 do not include EMO as the actions in these should occur before the site visit.* Section 11.4 is titled "Removal & Returns On Site Activity" so do not agree with RECCo that this occurs before site visit. Clause 16.5.2 is in the "installation" section so is not before the site visit.	Thank you for your comments. Clauses 6.1.2 and 6.1.3 – the Code Manager has now added SIP into the Electricity Involvement column. Clause 11.4.2 refers only to the responsibility to identify and arrange removal, and then to return the equipment - not do the actual removal. Clause 16.5.2 has now been moved out of the Installation section. Clause 16.8.6 has been renamed as per your suggestion. The Code Manager has done a sweep for all single fuel clauses that said Energy Supplier, and replaced these with Electricity/Gas Supplier as appropriate.

	Other suggested changes to legal text. 16.8.6 a, b & c. Change "Service Termination Issue Reporting document" to "Guidance for Service Termination Issue Reporting" for consistency within document. 17.1.13(k) – "Energy" supplier should be replaced with "Electricity" supplier as this is an electricity only clause. Appendix 13 (2). The section refers to a "health and safety bulletin/announcement form". In the IA I asked if this form still exists as I couldn't find it. I did not receive an answer so raised it again. It was a form from the old MOCOPA registration authority document (appendix 19). It would be appropriate to include it in the supplementary guidance document. Appendix 13, section 3(b) refers to "Parts 2 and 3 of this Appendix". Part 2 is no longer in use so reference to it needs to be removed.	The health and safety bulletin form no longer exists, so this reference has now been removed. The Code Manager has reworded the reference to "parts 2 and 3 of this appendix" to add clarity, as it did not refer to the part that had been removed.
ScottishPower Energy Retail Limited (Energy Supplier)	We broadly support this proposal to revise the CoMCoP. Having reviewed the proposal, we note that the following existing clause has been nominated for removal: 20.1.8 Costs for the independent audit of compliance will be borne directly by the individual party being audited. We also note that the rationale given for its proposed removal, in the CoMCoP Review spreadsheet, is that the provision and/or its effects are already present in Schedule 10 of the Code. However, we have not identified such an equivalent provision in Schedule 10. In any event, we	Thank you for your comments. The costs of the audit and who pays them are laid out in the REC Charging Statement rather than Schedule 10 – apologies for the error in reference.

	believe that this provision should remain within the CoMCoP, to promote clarity and avoid doubt.	
SSE Energy Supply Ltd (SSE Business Energy) (Energy Supplier)	We appreciate the level of detail which has gone into this change and review, but we are of the view that there are a number of changes which could still be made. There are several aspects which cover a variety of processes, which we believe could be removed and added as an overarching condition of the CoMCoP, such as – • Vulnerable customers – visual/hearing impairment etc • Marketing • Meter removal and protection of asset We also note there is a significant amount of duplication, dependant on the party that that process covers, but again, we believe these can be produced as an overarching condition for compliance with the CoP. The processes detailed within the CoMCoP, do not follow the lifecycle of the meter, pre-installation and site checks would come before work being carried out on the meter and the obligations of those parties that they need to abide by. With that in mind, it would be beneficial for the order to be changed to follow the correct stages. All references to 'The CoMCoP' should be replaced with 'This CoMCoP' There is an inconsistency in clauses to reference of 'Parties' or 'Relevant Parties' and also capitalised terms and between 'component' and 'metering equipment component'. Clauses -	Thank you for your comments. The Code Manager has reviewed all your comments and made a number of changes. Due to the large number of comments received, the Code Manager cannot provide a response to them all here. If you have any comments you'd like a specific response on, please reach out to the Code Manager and we can provide this. A point of clarity for section 20.6 is that this originally came from SMICoP. For any clauses that came from SMICoP, a decision was made by the Code Manager that they would not be expanded out under R0152 to not introduce new obligations. A further change can be raised by Parties to expand these out if they wish.

	1.1 (f) Schedule 1 (Interpretations and Definitions Schedule) of the REC applies to this CoMCoP and capitalised terms not defined ~~in this CoMCoP~~ will be interpreted accordingly. Additional definitions which also apply in this CoMCoP are set out in Appendix 24. ~~at the end of this CoMCoP~~ 1. 1(h) The processes for investigating alleged breaches ~~of this CoMCoP~~, for determining disputes in relation to compliance ~~with this CoMCoP~~, and for suspending or withdrawing approval in respect of this CoMCoP are set out in the Metering Accreditation Schedule of the REC. The relevant Party's approval may be withdrawn by the REC Performance Assurance Board (REC PAB) in accordance with the Metering Accreditation ~~Schedule~~ and the Performance Assurance Schedules. 1.1 (i) – This clause does not seem to 'fit' within this section, whilst we appreciate that this has been copied from Schedule 1, there does not seem to be any context as to why this has been included here. 1.3 (c) For ASP's this CoMCoP is ~~a~~ voluntary ~~code of practice~~ in that relevant ASP's can elect to comply with it as it ~~In relation to ASP's this CoMCoP~~ is not underpinned by legislation and therefore does not confer any new legal obligations or rights in relation to ASP's. Its purpose is to inform on best practice and establish a minimum set of standards ~~for ASPs~~. 1.4 (d) This clause could cause disputes in future where the interpretation differs between parties. It needs to be explicit as to whether it does or does not cover Private Networks, if the entire	

	document doesn't cover PN, then clauses that they do cover, should be made clear. 2.1 (c) ~~In the event of conflict or inconsistency~~ Where inconsistencies or conflicts exist between this CoMCoP, and either the DCUSA or the Distribution Code, the relevant code shall take precedence. ~~then the latter agreement and code shall prevail to the extent of such conflict or inconsistency~~. After becoming aware, of such ~~a~~ conflict or inconsistency ~~arises~~, ~~then~~ the ~~REC~~ Metering Expert Panel shall meet, as soon as reasonably practicable to consider ~~as soon as reasonably practicable after becoming aware of the conflict or inconsistency~~ what changes, if any, should be ~~made to this CoMCoP~~ to address such conflict or inconsistency. 2.2 (a) This CoMCoP applies in respect of the installation of Smart Metering Systems~~, for both electricity and gas, where~~ covered by Condition 41 or 42 of the Electricity Supply Licence or Condition 35 or 36 of the Gas Supply Licence. These Conditions apply to installations at the properties of Domestic ~~Consumers~~ and Micro-Business Consumers. The requirements can be applied on a voluntary basis for Smart Metering Systems not installed under licence obligations. 2.3 (b) The AMI shall be responsible for ensuring that they understand and comply with the scope of work required in relation to installation, replacement, maintenance, ~~and or~~ removal of meters and/or meter installation components and shall ensure that all such works are undertaken in accordance with this CoMCoP.	

	2.3 (d) The ASP shall be responsible for providing confidence to users of relevant services covered by this CoMCoP such that, when they purchase an AMR service from a~~n~~ CoMCoP signatory they know it will be compliant with and operate to a set of agreed and defined standards; 3.1.6 The relevant Parties shall provide a ~~relevant~~ contact email address to the Code Manager and shall notify the Code Manager within 10 Working Days if this information changes. 5.1.1 (b) Relevant Parties shall make each of their Meter Operatives aware of their individual duty of care to themselves and to other persons who may be affected by their acts and/or omissions at work. These duties are more specifically stated within provisions of the HSWA. Parties shall also ensure that their Meter Operatives have an awareness of the duties of other parties to ~~secure~~ ensure their safety, particularly their employer (as indicated in the MHSWR) and the occupier of the work Site, and of their rights to refuse to carry out work if they consider it unsafe. 5.1.2 The PSSR are applicable to pipelines and pressure systems comprising one or more pressure vessels and associated pipework where the pressure system has an operating pressure of greater than 0.5 bar~~g~~. There are certain exceptions to the regulations. For example, a pipeline in which the pressure does not exceed 2 bar~~g~~. (or 2.7 bar~~g~~. maximum incidental pressure (MIP) if the normal pressure does not exceed 2 bar~~g~~. and the over pressure is caused solely by the operation of a protective device) are excluded from the Regulations and pressure systems incorporating pressure vessels with an operating pressure above 0.5 b bar~~g~~. where the product of the pressure and internal	

	volume is less than 250 bar-litres are not required to comply with Regulations 5(4), 8 to 10 and 14 of PSSR. The inspection process is distinct from maintenance. 5.2.4 Regulation 16 of the EWR, ~~requires that no person shall be engaged in any work activity~~ ~~where technical knowledge or experience is necessary to prevent danger or, where appropriate,~~ ~~injury, unless they possess such knowledge or experience, or is under such degree of supervision~~ ~~as may be appropriate having regard to the nature of the work.~~ mandates that anyone performing electrical work, including inspection and testing, must be competent to prevent danger or injury, either through sufficient knowledge and experience or under appropriate supervision. 6.1.2 Where Meter Operatives are to be given authority to operate DNO Equipment and/or enter DNO controlled substations (as in paragraph section 11.2.6(a)), they may be authorised by the DNO under its Distribution Safety Rules. The DNO will carry out the necessary assessment and may refuse to authorise ~~or permit to be authorised~~ any person who fails to meet the standards required by it to operate on its network. 6.2.4 Additional skills may be required for certain types of installations that use fabricated or welded components or Metering Equipment that incorporates flow computers, other conversion systems or other electronic instrumentation and control equipment. 6.3.3 Each EMO shall be responsible for the training of its Meter Operatives to meet both the safety requirements and the technical	

	requirements of Appendix 11. The results of any associated trade tests and/or records of such training shall be kept and shall be open to inspection by the Code Manager and where applicable to the relevant DNO authorising ~~requiring to authorise~~ the EMO's employees and/or agents upon such request. 6.3.11 Each Energy Supplier shall ensure that in the case of installations at Domestic Premises, Installers receive training that would enable them to have an understanding of the definition of a Vulnerable Consumer, are able to identify potential cases of Vulnerable Consumers, and any guidance offered is responsive to the needs of Vulnerable Consumers (e.g. Priority Services Register). 8.4.5 Ahead of any Smart Meter Installation work starting, if the proposed meter location or configuration is different from the existing, the Installer will discuss with the Consumer where the meter and communications module can be installed. 8.6.3 and 8.6.4 – can be amalgamated – The AMI must not install a Prepayment Meter or a Smart Meter in prepayment mode, as a primary meter if there is a secondary gas meter used to render a charge to a Consumer on its downstream side. The AMI shall advise the MAM of the presence of secondary meters who in turn shall advise the Gas Supplier. 9.1.2 The Consumer should have clarity as to whom to go to if they have queries or problems and where they can get redress. Each	

	Energy Supplier shall ensure that they have processes in place ~~in compliance~~ to comply with the Standard Licence Conditions. 10.1.7 – Does this need to refer to the relevant BSCP? 10.6.1 The AMI shall ensure that any sealing equipment, security collars or other security fittings to be used on ~~a~~ Metering Equipment are kept secure and only used as directed by the MAM. 10.6.5 Following closure, any meter by-pass shall be sealed. Any seals used for sealing regulators, safety devices, by-passes or sealed purge points shall be marked with the AMI registration number as indicated on the GT approval. 13.3.7 This activity in section 13.3.6 will normally be undertaken by the MAM, the exception being where the AMI installs ~~a~~ Metering Equipment and then seeks to have it adopted by the MAM, in which case the AMI is required to obtain the approvals prior to installation and pass them to the MAM prior to adoption. 16.1.6 The MEM must ensure the site is left in a similar state as found, as far as is reasonably possible. 20.1.2 Only metering that is held on a valid Meter Product Data identifiers list can be installed within Great Britain. 20.2.2 – Is there a need to keep reference to obligations from a specific date? As this should now be business as usual	

	20.6 Escalation section – This refers to failings of an Energy Supplier however, this should be expanded to failings of all parties referred to within this CoMCoP 20.6.1 (b) an Energy Supplier has failed or is failing to undertake any tasks required to be undertaken by it ~~under this REC Schedule~~ in the manner required by this CoMCoP.	
Stark Software Int Ltd (AMR Service Provider)	Yes, under the Scope and Responsibilities section 2.2e in Excel (CoMCoP review excel sheet version with notes post IA.xlsx), we believe the advanced gas meter solutions should still count towards as part of the smart meter implementation programme (installation rollout). Therefore 2.2e shouldn't be removed.	Thank you for your comments. What does and doesn't count towards the Smart Meter rollout is decided by Government policy, so a decision was taken to remove this from CoMCoP to ensure there no chance of a clash between CoMCoP and that policy.
Haste (Metering Equipment Manager)	n/a	n/a
Energy Assets Ltd (Metering Equipment Manager)	Yes I will email a copy of the document with the comments against the draft, reviewing it has taken a considerable amount of time and I am not able to put the comments into a table prior to the deadline. The majority of the comments fall into three camps: 1. The document includes requirements on parties not covered by the code. 2. The document uses new terminology, which I know I was involved in agreeing, but having seen the modified text I feal in	Thank you for your comments. Meter installation is not a defined term under the REC, whereas Metering Equipment is: means: (a) in relation to gas, all the components of a meter installation and ancillary equipment, as defined in IGEM/G/1 edition 2; or (b) in relation to electricity, means the equipment associated with a particular meter, including the meter itself and any related Current Transformer (CT) and/or

	some cases the revised terminology is confusing and potentially misleading, and as such we would be better moving back to the more recognised terms, e.g. “Meter Installation”. Where the document has been reshuffled, clauses have been separated that previously followed off from one and other, this orphaning of clauses has in some cases made the clauses far from clear as to their meaning and application and in others has potentially changed the meaning.	Voltage Transformer (VT), communication and/or control equipment, as may be further defined in the BSC. As such we have been advised by the REC Legal Team to use Metering Equipment wherever possible. All actions on Parties such as the Code Manager and Metering Scheme Auditor are intentionally in CoMCoP with no Party listed in the “auditable party” column to make it clearer who these actions sit with. We have moved several MCoP clauses back together where it does not make sense for them to remain separated but have left some where they are as CoMCoP is structured different to MCoP. Due to the large number of comments received, the Code Manager cannot provide a response to them all here. If you have any comments you’d like a specific response on, please reach out to the Code Manager and we can provide this.
Gastech Engineering Ltd (Metering Equipment Manager)	Yes, mark up and comments added in MS Word.	Thank you for your comments. The Code Manager has reviewed all your comments and made a number of changes. Due to the large number of comments received, the Code Manager cannot provide

		a response to them all here. If you have any comments you'd like a specific response on, please reach out to the Code Manager and we can provide this.

Question 3:	Do you agree with the proposed implementation technique (Big Bang)? If not, please explain why?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
EDF (Energy Supplier)	Yes	Thank you for your comments.
National Gas Metering (Metering Equipment Manager)	Yes National Gas Metering agree with the Big Bang implementation.	Thank you for your comments.
National Grid Electricity Distribution (Distribution Network Operator)	Yes we agree with the proposed implementation technique	Thank you for your comments.
Northern Powergrid (Distribution Network Operator)	Yes	Thank you for your comments.
ScottishPower Energy Retail Limited (Energy Supplier)	We agree with the proposed implementation approach for this change and with the implementation date of 12 September 2025. We believe that it would support making any necessary system and process changes if required to support the effective implementation of this revision to the CoMCoP.	Thank you for your comments.
SSE Energy Supply Ltd (SSE Business Energy) (Energy Supplier)	SSE agree with the Big Bang implementation.	Thank you for your comments.
Stark Software Int Ltd (AMR Service Provider)	Yes	Thank you for your comments.
Haste (Metering Equipment Manager)	n/a	n/a

Energy Assets Ltd (Metering Equipment Manager)	Once the document is ready to be published it should be implemented with a soft landing period leading up to a cut off date from which compliance is required.	Thank you for your comments. The Code Manager did consider this with the Metering Scheme Auditor, but made the decision that the updated CoMCoP would apply from the implementation date. There will be 13 weeks between final determination and implementation, which should be adequate for Parties to update any processes they need to.
Gastech Engineering Ltd (Metering Equipment Manager)	Big Bang is fine.	Thank you for your comments.

Question 4:	Do you agree with the Code Manager's assessment of the costs and benefits for this change?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
EDF (Energy Supplier)	Yes	Thank you for your comments.
National Gas Metering (Metering Equipment Manager)	Yes National Gas Metering agree with the assessments of the costs and benefits of this change.	Thank you for your comments.
National Grid Electricity Distribution (Distribution Network Operator)	Yes we agree with the Code Manager's assessment of the costs and benefits for this change.	Thank you for your comments.
Northern Powergrid (Distribution Network Operator)	We do not envisage any significant costs to Parties as a result of this change. We do not have a view about the costs associated with the scheme auditor.	Thank you for your comments.
ScottishPower Energy Retail Limited (Energy Supplier)	We agree with the Code Manager's assessment in relation to the cost of implementing this change, and that the proposed changes should have minimal costs for REC Parties and proportionate costs from the affected REC Service Provider (Metering Scheme Auditor). We believe that it is important that the CoMCoP is accurate as soon as possible to ensure that the obligations and responsibilities for all impacted REC Parties are clear, to allow them to adhere to their obligations.	Thank you for your comments.

SSE Energy Supply Ltd (SSE Business Energy) (Energy Supplier)	SSE still expect to have no costs with regards to this change and so agree with the code managers assessment of the costs and benefits.	Thank you for your comments.
Stark Software Int Ltd (AMR Service Provider)	Yes	Thank you for your comments.
Haste (Metering Equipment Manager)	n/a	n/a
Energy Assets Ltd (Metering Equipment Manager)	Can't comment.	n/a
Gastech Engineering Ltd (Metering Equipment Manager)	No comment	n/a

Question 5:	Do you agree with the Code Manager's assessment of the Change Path, that this Change Proposal should be subject to Self-Governance approval by the Metering Expert Panel?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
EDF (Energy Supplier)	Yes	Thank you for your comments.
National Gas Metering (Metering Equipment Manager)	Yes, National Gas Metering agree with the self-governance approval by the MEP.	Thank you for your comments.
National Grid Electricity Distribution (Distribution Network Operator)	Yes we agree with the Code Manager's assessment of the Change Path.	Thank you for your comments.
Northern Powergrid (Distribution Network Operator)	Yes	Thank you for your comments.
ScottishPower Energy Retail Limited (Energy Supplier)	We have no concerns on this change proposal being subject to self-governance.	Thank you for your comments.
SSE Energy Supply Ltd (SSE Business Energy) (Energy Supplier)	As this change has no customer or party costs SSE agree this change should be subject to self-governance approval.	Thank you for your comments.
Stark Software Int Ltd (AMR Service Provider)	Yes	Thank you for your comments.
Haste (Metering Equipment Manager)	n/a	n/a

Energy Assets Ltd (Metering Equipment Manager)	Yes, once the drafting panel have agreed the document.	Thank you for your comments. The Working Group set up at the start of this change is not being re-stood up and does not have any voting powers in relation to this change. The decision can only be made by a REC Committee (Change Panel, Metering Expert Panel, Technical Expert Panel or Performance Assurance Board) for Self-Governance changes.
Gastech Engineering Ltd (Metering Equipment Manager)	Provided the consultation process is effective.	Thank you for your comments.

Question 6:	Do you agree with the Code Manager's recommendation that this Change Proposal should be approved for implementation in an extraordinary release on 12 September 2025, noting this is close to the current proposed date for MHHS Milestone M8? If not, please explain why?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
EDF (Energy Supplier)	Yes	Thank you for your comments.
National Gas Metering (Metering Equipment Manager)	Yes National Gas Metering agree with the release date.	Thank you for your comments.
National Grid Electricity Distribution (Distribution Network Operator)	Yes we agree that the Change Proposal should be approved and implemented as soon as practically possible to avoid continued ambiguity and provide clarity to all parties.	Thank you for your comments.
Northern Powergrid (Distribution Network Operator)	Yes	Thank you for your comments.
ScottishPower Energy Retail Limited (Energy Supplier)	In our view, the significant majority of the amendments to the CoMCoP set out in this proposal would not create new obligations for Parties. We are broadly supportive of the proposal, and we recognise the potential benefits of the revision of the CoMCoP. It is important that Parties have sufficient time to make any necessary system and process changes and to discuss any resulting changes with other stakeholders, both of which will support the effective implementation of a revision to the CoMCoP. We note that the proposed implementation date of 12 September 2025 would give impacted parties at least 3 months from a positive decision on this proposal, which we consider to be appropriate.	Thank you for your comments.

SSE Energy Supply Ltd (SSE Business Energy) (Energy Supplier)	As we expect only minor changes to CoMCoP from MHHS, this change should be implemented before MHHS M8. However, we feel as the majority of REC parties have indicated that this will have minimal impact, we see no reason this could not be part of the June release.	Thank you for your comments. As the Metering Scheme Auditor requires 13 weeks between approval and implementation, it is not possible for this change to be part of the June 2025 release.
Stark Software Int Ltd (AMR Service Provider)	Yes	Thank you for your comments.
Haste (Metering Equipment Manager)	n/a	n/a
Energy Assets Ltd (Metering Equipment Manager)	n/a	n/a
Gastech Engineering Ltd (Metering Equipment Manager)	Only if it's finished.	Thank you for your comments.

Question 7:	Do you have any other comments relating to this Change Proposal?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
EDF (Energy Supplier)	No	Thank you for your comments.
National Gas Metering (Metering Equipment Manager)	No other comments relating to this change	Thank you for your comments.
National Grid Electricity Distribution (Distribution Network Operator)	None	Thank you for your comments.
Northern Powergrid (Distribution Network Operator)	No	Thank you for your comments.
ScottishPower Energy Retail Limited (Energy Supplier)	We have no further comments to make on this proposal at this stage.	Thank you for your comments.
SSE Energy Supply Ltd (SSE Business Energy) (Energy Supplier)	No	Thank you for your comments.
Stark Software Int Ltd (AMR Service Provider)	No	Thank you for your comments.
Haste (Metering Equipment Manager)	Historically and recently Haste has not had a problem with Audits we understand the obligations of CoMCop its very easy to understand. Compliance just requires a lot of work, and presenting the required	Thank you for your comments. The Code Manager is not looking to add or remove obligations from any Parties that they

	evidence, often we present 300 pages of evidence and why not? – there is the odd typo in CoMCop, the odd mix up between a Gas and an Electric requirements, a new ish section on working with and liaison with DNO's to do with cost's which in the real world never happens. Other than that, the code is fine. TBF I worry that companies who are struggling on audits: that it will be down to not understanding obligations and trying to weaken compliance which is not good for anyone. This is the technique I use on audits: I have open the audit questions, compare it to the CoMCop relevant section – compare this to the Laws i.e. Gas Act/Electricity act etc and regulations like BS6400/Igem 6/ BS7671, and then select the appropriate evidence for our system Policy/Procedures/Method Statement/Training doc's/ Jobs and so on. Sometime the Questions and CoMCop use a different description to how Operational it may be described – its just getting your mind around that. I can feed more back about utility industry understanding, however it would likely be less direct about CoMCop itself and possibly better in a direct discussion if that is of interest.	should have. This exercise is looking to remove duplication, remove obligations from Parties that were incorrectly added and add clarity to the document.
Energy Assets Ltd (Metering Equipment Manager)	n/a	n/a
Gastech Engineering Ltd (Metering Equipment Manager)	None	Thank you for your comments.