RETAIL ENERGY CODE

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NON-CONFIDENTIAL CONSOLIDATED IMPACT ASSESSMENT RESPONSES

R0155 – CHANGE OF OCCUPIER: EVIDENTIARY STANDARDS & TIMESCALES

On 23 August 2024 the Code Manager issued an impact assessment to industry to seek feedback on the proposed solution for R0155.

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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QUESTIONS ON THE PROPOSED SOLUTION

Question 1.1:	Do you agree the proposed solution addresses the problem statement? If not, please provide rationale.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	The proposed solution addresses the problem statement by: 1) Providing a non-exhaustive list of evidentiary supporting documentation to the CoO, which will remove ambiguity for customers and brokers. By retaining the ability to review documentation for authenticity, suppliers remain protected. 2) Mandating a 10 working day SLA for the review of supporting documentation will improve CoO processing time, and address the problem statement. 3) Mandating performance assurance reporting will ensure that the REC have visibility of the number of CoO and the processing times. The proposed solution does not address the problem statement fully as: 1) The legal text, clause 3.6. leaves the method of secure communication open to bilateral agreements between suppliers. By not mandating a specific communication method, such as SDEP, this may add additional complexity and margin for error when suppliers raise a CoS with a CoO flag.	Thank you for your comments. SDEP is the REC secure means of sharing data. If suppliers are not using it, they need to consider the GDPR and Performance Assurance implications. However, the Code Manager recognises it could place an unnecessary administrative burden on suppliers so has removed the clause.

Drax Group plc Energy Supplier	We broadly agree that the proposed solution addresses the problem statement and that the development of a defined list of evidence and process SLAs are pragmatic steps that will ensure CoOs are processed more consistently across the industry. However, when a CoO has taken place with a switch, we do not agree that it is necessary for suppliers to use SDEP to facilitate the sharing of evidence with losing suppliers. We outline our view on these proposals in answer to question 2.3	We note your concerns around the use of SDEP. SDEP is the REC secure means of sharing data. If suppliers are not using it, they need to consider the GDPR and Performance Assurance implications. The Code Manager will continue to provide further consideration to communication facilitating the sharing of evidence, including SDEP, as the change process proceeds. However, no alternative solution to SDEP has been sought by, or recommended to the Code Manager, at this stage.
ENGIE Energy Supplier	In general yes, in that it codifies the SLAs for managing Change of Occupancy (COO) which should address inconsistencies in supplier approaches and benefit end consumers. We also agree with the intention to create a standard list of evidentiary proof of COO. We are however less convinced that the proposal addresses the issue of consistency of evidence as the list included within the new Schedule is non-exhaustive and supplemented by information on the REC Portal which is not codified. We would be concerned that this would mean that inconsistencies around acceptable documentation would remain after implementation, potentially leading to continuing uncertainty and confusion for customers. We also have concerns about going live with this change without SDEP changes and with the current proposal content on reporting, which does	Thank you for your input, the list and SLA were drawn up based on detailed discussions at the R0155 Working Group. During those discussions it was clear that there is no “one size fits all” solution for either the list or suppliers’ validation steps. The solution set out in R0155 sets out a solution for the majority of cases while also allowing suppliers flexibility if required. This includes a supplier not requesting any evidence.

	not appear sufficiently robust as a basis for performance management of the new process.	
Citizens Advice Consumer Advocate	Yes, we agree that the proposed solution addresses the problem statement.	Thank you for your comments.
SSE Energy Supply Ltd Energy Supplier	Partially, as indicated by the problem statement, Energy Suppliers have different processes and request different information which can be problematic for TPI's/customers. Although REC have indicated a 'non-exhaustive' list of evidentiary documents the consumer can supply, this will still cause a difference in what energy suppliers wish to receive. Therefore, we believe that TPI's will still have this issue, should the change be implemented. Whilst energy suppliers should still be able to determine what is acceptable (and request additional information if required), it may be more beneficial that the obligations for documentation, should at least be set to a specific list, and additional documentation is then voluntary should the CoO need to be validated further.	Thank you for your input, the list and SLA were drawn up based on detailed discussions at the R0155 Working Group. During those discussions it was clear that there is no "one size fits all" solution for either the list or suppliers' validation steps. The solution set out in R0155 sets out a solution for the majority of cases while also allowing suppliers flexibility if required. This includes a supplier not requesting any evidence.
Energy Ombudsman Other	In the last 12 months, on average we handled around 400 disputes (3% of our non-domestic cases) relating to change of occupier. Although not significantly high in volume, disputes in this area can be very emotive and we are making decisions involving high financial impacts if a non-domestic consumer is unable to switch and/or remains on high deemed rates. Equally a supplier can be hit financially if it is left with a high debt and broken contracts due to a questionable change of occupancy. The proposed solution will also allow the Retail Energy Code (REC) to monitor volumes of contact between suppliers on the Secure Data Exchange Portal (SDEP) in relation to evidence sharing, providing valuable insight into the process usage and how long suppliers are taking to respond to contact, should performance issues occur.	Thank you for your response and supporting information.

	We certainly welcome any measure which aims to bring consistency to an area which can often lead to disputes and we agree that the proposed solution is a positive step in addressing the problem statement.	
Utilities Intermediaries Association Other (Trade Association)	While I agree that the proposed solution seeks to address the core problem of inconsistencies in the submission, handling, and execution of the Change of Occupier (CoO) process, I believe that the language used in the current Non-Domestic Change of Occupier REC Schedule does not fully align with the stated objective. Specifically, the objective is to minimize harm to both consumers, suppliers and indirectly TPIs, but the wording in several key paragraphs appears too vague, leaving room for misinterpretation and potential inconsistencies in implementation. I have identified the following paragraphs that would benefit from clearer and more precise language: **1.5** The current wording states: *"RECCo shall prepare, make available via the REC Portal and periodically review and update a non-binding guidance document to supplement this REC Schedule."* If the guidance is non-binding, it leaves room for interpretation and discretion at the supplier's end. While I understand the potential challenges of being overly prescriptive, I am concerned that this language is too vague. Consumers could become overly reliant on suppliers to honour the guidance leaving them vulnerable if suppliers choose not to uphold it. Therefore, it is essential that any such guidance undergoes careful review. Any guidance must set clear expectations and boundaries to avoid leaving consumers at the mercy of suppliers' discretion.	Thank you for your response. The existing language has been provider by REC Legal Advisors who will continue to review the drafting throughout the change process. **1.5 –** the purpose of the guidance is to support organisations who wish to receive further support with implementation, and activities including, but not limited to, staff training. A draft version of the guidance note will be provided with the upcoming R0155 consultation. During this consultation organisations will be able to review and provide comments on the language of the guidance document, and the instructions, including expectations and boundaries, provided. **2.4** - "in writing" – an explanation of what is included with "in writing" will be provided in guidance which will be included in the R0155 consultation. The explanation ties in with the SLC definition of "includes writing sent or received by Electronic Communication and "Written" shall be construed accordingly". **3.3** noted. **3.8** noted.

	2.4 *"All communications by the Energy Supplier under Paragraph 2.2(b) or 2.2(c) shall be in writing, and shall be addressed to whoever submitted notification of the purported Change of Occupier (which may be the Consumer or a TPI acting on behalf of the Consumer). All such communications must be in plain and intelligible language. If the Energy Supplier rejects a purported Change of Occupier, then the Energy Supplier shall clearly explain the reason(s) for the rejection. If the Energy Supplier requests further information, then the Energy Supplier shall clearly explain what is required and why."* Time is of the essence in these cases, so it is vital to ensure that communication is swift and efficient. While I believe the intention is for communications to be delivered by email, this needs to be explicitly stated in the language of the schedule to avoid any ambiguity. Specifying email as the preferred method ensures that parties are aligned and avoids leaving this open to interpretation, which could delay the resolution process. **3.3** *"If the Losing Supplier raises an Objection to a Switch on the grounds that the Losing Supplier does not believe that there has been a Change of Occupier, then the Gaining Supplier may (but is not obliged to) provide evidence of the Change of Occupier in accordance with Paragraph 3.6."* This phrasing raises concerns, as it leaves a gap in the process where even though the Gaining Supplier must reasonably believe a Change of Occupier (CoO) has occurred, they are not required to provide evidence to the Losing Supplier. This could potentially delay the resolution. The Gaining Supplier should be obligated to provide evidence in cases where	**Appendix 1 –** Noted. However, due to the existing nature that the documents on the list have been subject to fraudulent activity, it remains in the supplier's judgement on if an item on the list is deemed acceptable, or whether additional evidence, potentially documents not on the non-exhaustive list, are required.

	an objection is raised to facilitate quicker resolutions and avoid unnecessary disputes. **3.8** *"The Losing Supplier and the Gaining Supplier shall keep the Consumer updated, and notify the Consumer of the outcome of the dispute, in accordance with paragraph 3 of the Resolution of Consumer-Facing Switching and Billing Problems Schedule."* To ensure consistency in communication, the schedule should specify that whoever submitted the notification—whether the Consumer or a TPI acting on their behalf—should be informed. This will ensure that all parties involved remain fully updated throughout the process and prevent any miscommunication. **Appendix 1 – Example Evidence of a Change of Occupier** *"The types of evidence listed in this appendix are non-exhaustive examples of the types of evidence which may be used to demonstrate that there has been a Change of Occupier. The existence or absence of the types of evidence listed in this appendix may not be conclusive either way. The evidence available needs to be considered collectively. Further examples of supporting evidence that may be used are outlined in the supplementary guidance document(s) published by RECCo."* I don't believe this language is strong enough. Although it is understood that the list is not exhaustive, it is critical to clarify that the evidence provided—while not comprehensive—should be considered valid and acceptable. If this is not clearly stated, the issues around evidence gaps will persist. The examples given should set a baseline standard for	

	acceptable evidence, and this should be reflected in the schedule to provide clarity and avoid further ambiguity.	
Centrica Energy Supplier	We welcome the opportunity to be able to review and respond to a proposed solution for the non-domestic change of tenancy process. We acknowledge that across the industry, the change of occupier journey for non-domestic customers is inconsistent between suppliers, with varying documentation and evidential requests, timescales, and communications. Suppliers are also exposed to high levels of debt risk, through fraudulent documentation provided by consumers and inconsistent evidence being provided. As noted by Ofgem in the Non-Domestic Market Wide Review, there is a need to develop a solution that provides an easy journey for customers, which encourages improvements in customer service across the industry. They also noted that they consulted on 'which documents, or combination of documents would provide a robust evidence base to demonstrate a genuine CoT/CoO'. We are therefore supportive in the approach taken for evidentiary standards and timescales to provide a consistent approach for customers, suppliers and TPIs. However, we are unclear how the use of SDEP as a method to communicate between gaining and losing suppliers would work in practice, given the existing known constraints, lack of reporting functionality and development ability due to MHHS. Adding in a provision for an alternative bi-lateral agreement between suppliers would also add complexity to the process, likely generating different approaches across the industry- as noted in section 3.6 of the schedule.	Noted. Thank you for your response. We have responded to your comments on SDEP in section 2.
EDF Energy Supplier	Yes. EDF agrees that the proposed change is likely to reduce potential delays to processing non-domestic change of occupier requests, and will support greater consistency in the treatment of such requests across the	Noted. Thank you for your response.

	industry, while ensuring suppliers remain able to take necessary steps to detect and prevent fraud.	
British Beer and Pubs Association Other (Trade Association)	**Yes**, however whilst we are pleased that the solution establishes a finite period that a customer should expect a CoT/CoO to complete and provides some clarity and consistency on the types of evidence that can be requested, we note that suppliers are not capped with regards to the numbers of documents they may request and that the list of document types is non-exhaustive. The experience of our members with regards to the CoT process is that suppliers frequently request uncommon documents which overly complicates the length of time for the process to complete, are not relevant to the CoT process or are commercially sensitive. To ensure that the CoT process can be completed in a timely and efficient manner, we would prefer that the library of documents which suppliers may request is made exhaustive. However, being mindful of the complexities that this may present for other sectors where CoT/CoO is relevant, energy suppliers should be required to request a capped number of documents, drawn from the wider list of acceptable sources of evidence as detailed in the draft legal text. This is aligned with the way that other standard proof of identify checks currently work.	Thank you for your response. The Code Manager welcomes input from Consumers directly impacted by this change. Your suggestion of a cap has been considered by the REC Code Manager and the REC Legal resource. They have decided to provide clarification in the guidance document and to include a question on this in a post implementation review on this after R0155 has been implemented. This would be a cap per request but not a cap on the number of requests for additional information as that will form part of the REC Performance Assurance. The list and SLA were drawn up based on detailed discussions at the R0155 Working Group. During those discussions it was clear that there is no “one size fits all” solution for either the list or suppliers’ validation steps. The solution set out in R0155 sets out a solution for the majority of cases while also allowing suppliers flexibility if required. This includes a supplier not requesting any evidence.
Business Energy Direct UK Ltd Other (TPI)	I believe that the proposal will still lead to poor customer experiences. If a supplier was to reject a COO they would have to explain the reason(s) for the rejection – this should be expanded on to say what needs to be	Thank you for your response. The Guidance document provides examples on rejections – some of them will not have additional steps (for example a

	done for the COO to be accepted (in the same way the supplier has to do if they request further evidence). Whilst it is down to suppliers to decide whether they accept the documentation or not, customer evidence could be rejected and then the supplier has no set time limits for it to be reviewed again – the absence of a specific timescale could leave the customer exposed to highly priced deemed contracts for an extended period. So I believe ALL evidence should be subject to and treated under the same time scales applied, or that the new customer isn't exposed to deemed prices for longer than the timescales allow. The change of occupier with a switch route may as well not be designed and save the industry money! The reason for this is that the majority of customers WILL be in a contract until a COO is actioned by the supplier, the system will automatically object due to contract and there is no obligation on the new supplier to share the COO information (and may struggle under GDPR as a COO will nearly always contain personal details and may not have consent to share this?). There is no confirmed process for the gaining supplier to follow if the current supplier objects to the transfer so this side of the change is pretty much as we are today (and decline in protections offered under GD28 historically). GD28 clause 16.2 said "where the COT flag has been set to "T" (true) the old supplier should use reasonable endeavours to establish whether that data item has been used accurately by the new supplier when determining whether it has reasonable grounds to issue and objection", where the proposal is now 3.3 "Losing Supplier raises an Objection to a	duplicate request). If there are additional steps that can be followed, we would expect suppliers to follow that step rather than an outright rejection. Each time the requested evidence is received the SLA will apply. The Code Manager agrees that if the Consumer (or their intermediary) contacts the losing supplier and follows their CoO process then the CoO Switch process is unlikely to be needed. However, the R0155 discussions clearly highlighted that this step does not always happen (including in TPI related Switches), so the Switch solution was developed. The use of the CoO flag is a commercial decision for suppliers so is outside the scope of R0155. However, the Code Manager notes there is a clear justification to use it. GD28 was a guidance document under the MRA and as such was not mandatory.

	Switch on the grounds that the Losing Supplier does not believe that there has been a Change of Occupier". So we move from suppliers having to use reasonable endeavours prior to raising an objection where the COT flag is set to True – to only "believing" no COO taking place. Whilst in theory the proposal gives an SLA – it's a loose SLA which could put a customer into a cycle if evidence is rejected and there is no specific time scale for the fresh evidence to be reviewed. Section 3.9 adds no value and almost misses the point of the COO process because the new customer will ALWAYS be a deemed customer until they agree otherwise. A supplier cannot object due to deemed contracts – however if the supplier refuses to action the COO or delays it then the customer (new occupier) could be exposed to objections for the previous occupier and not for their deemed contract.	Noted but this only applies if the losing suppliers is aware of the new customer, and this is why the guidance document clearly states that the Consumer (or their intermediary) should ensure both suppliers are aware of the CoO immediately.
ScottishPower Energy Retail Ltd Energy Supplier	We believe it is important to take due account of the original mandate from Ofgem in relation to nondomestic Change of Tenancy (referenced here as Change of Occupier). In its *Non-domestic market review: Findings and policy consultation* document of 26 July 2023, Ofgem called for the creation of "a consistent set of documents (or document options) to evidence a CoT/CoO" that was "developed and agreed within REC processes." In its *Non-domestic market review: Statutory consultation on licence changes* document of 7 December 2023, Ofgem made similar reference to the "documents or combination of documents [that] would provide a robust evidence base to demonstrate a genuine CoT/CoO". In its *Non-domestic market review: decision* of 5 April 2024, Ofgem once again underlined its request for "a consistent set of documents to demonstrate a valid Change of Tenancy". Across all these publications under Ofgem's Non-Domestic Market Review, the mandate is clear,	Thank you for your response. R0155 was developed by a working group that included representation from Ofgem and RECCo. Additionally, the Code Manager has had regular update sessions with Ofgem on R0155 specifically, so we are comfortable that R0155 has been developed to date in line with their ongoing expectations. As part of that working group, and responses to the RECCo presentation in Oct 2023, it was clear there is no "one size fits all" solution for either the list or suppliers' validation steps. The solution set out in R0155 sets out a solution for the

	consistent and straightforward: to establish a list of evidence options for non-domestic Change of Tenancy. The current proposal is an altogether different matter. It is structured on new service-level agreements (SLAs) on energy suppliers relating to the processing of both (1) non-domestic Change of Tenancy (referred to as "Change of Occupier without a Switch") and (2) non-domestic Change of Supplier with a Change of Tenancy (referred to as "Change of Occupier with a Switch"). It introduces four new monthly REC Performance Assurance (PA) reports for suppliers, which include MPxN-level reporting of customer information. While the proposal does provide for a list of evidence for introduction into the Code, it is only a partial one of select evidence options. In parallel, it states that a guidance document will be published under the auspices of the REC with further evidence options – creating, in effect, two competing lists of evidence options. In sum, Ofgem's mandate was for one consistent set of documents; this proposal offers SLAs, Performance Assurance reporting, a "non-exhaustive", partial evidence list in the Code and a "non-binding", competing evidence list in a guidance document. Such comparison makes evident that the current proposal does not satisfy Ofgem's original mandate. We believe the best solution would deliver on Ofgem's original mandate – giving a single, consistent list of evidence options for non-domestic Change of Tenancy. We do not believe that multiple lists should be produced. We are not convinced that the solution needs to involve switching. While we appreciate the intent behind the SLAs and PA reports, we do not see a convincing rationale – relative either to the problem statement or to Ofgem's actual mandate – that these measures are necessary or appropriate. In that light, we propose that the current list of evidence options in Appendix 1 of the proposed Schedule be expanded and made a Category 2 Document under the REC – and that the new Schedule itself be retired. Under this approach, it is possible that some	majority of cases while also allowing suppliers flexibility if required. This includes a supplier not requesting any evidence. The Code Manager notes the comments below from the Ombudsman and Citizens Advice supporting the solution as it provides clarify in most scenarios. Your Performance Assurance questions have been responded to in Section 3.

	minor amendments might be required to the Code, in a supporting and implementing fashion. However, should the proposal ultimately be progressed with its current structure and a new Schedule, we have set out a series of proposed amendments in our answer to Question 3 and elsewhere in our response, to ensure that the solution is as consistent, clear and effective as possible, to the benefit of consumers and parties.	

Question 1.2:	Do you agree that the proposed solution should be introduced through a new REC Schedule? If not, please provide rationale.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	Yes	Noted.
Drax Group plc Energy Supplier	Yes, we agree that it is logical to introduce a new REC schedule.	Noted thank you
ENGIE Energy Supplier	Yes, but as stated above in the case of the acceptable documentary evidence list the REC Schedule should be definitive and its authority should not be diluted by additional information provided elsewhere on RECCo platforms.	Noted.
Citizens Advice Consumer Advocate	Yes, we agree that the proposed solution should be introduced through a REC schedule.	Noted.
SSE Energy Supply Ltd Energy Supplier	Yes, we cannot see any other way that this can be managed.	Noted.
Energy Ombudsman Other	Overall, the solution looks sensible at attempting to reduce the number of issues in this area.	Noted.

Utilities Intermediaries Association Other (Trade Association)	**Yes**	Noted.
Centrica Energy Supplier	We agree that the proposed solution should be introduced through a new REC schedule.	Noted.
EDF Energy Supplier	No comments.	
British Beer and Pubs Association Other (Trade Association)	**Yes**	Noted.
Business Energy Direct UK Ltd Other (TPI)	If wasn't done under REC schedule I'm not sure where else it would go, so on that basis I agree with it.	Noted.
ScottishPower Retail Energy Ltd Energy Supplier	As stated in our response to Question 1.1, we believe that a list of evidence options for non-domestic Change of Tenancy should be made a Category 2 Document under the REC, along with implementing provisions in the Code, in place of the current solution. This alternative approach would fulfil Ofgem's actual mandate for a single, consistent set of documents. It would bring the desired consistency to the evaluation by suppliers of non-domestic CoT requests from customers or their representatives through establishing agreed industry evidence options, while still maintaining the crucial agency for suppliers to request the relevant evidence for the individual circumstances of each request. Such a consistent list of evidence options should itself improve the operation of non-domestic CoTs, which would render the SLAs and associated PA reporting of the current solution unnecessary. In our view, a full list of evidence options alone should be adopted initially. After its implementation, evaluation of its impact on non-domestic CoTs might then follow at the appropriate stage. Consideration of more prescriptive measures should only be given after such evaluation of the impact of the evidence list.	Thank you for your response. Please see the Code Manager's comments to Q1.

Question 1.3:	Do you have any comments on the proposed legal text?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	Clause 3.6. If everyone commits to using the same system and method for exchanging information and evidence between gaining and losing supplier (e.g. SDEP) this would deliver a benefit to the industry with more consistent and trackable communication. The risk is that all suppliers do not adopt this method, as 3.6. of the legal text leaves scope for “another secure means of transfer that is bilaterally agreed”. This could create inconsistencies and inefficiencies. A Change of Supply (CoS) naturally involves 2 parties, though not all CoS are between the same two suppliers. This would be cumbersome to administer should other options be available. For example, Supplier A and Supplier B agree to use SDEP, but Supplier C agrees with Supplier B to use another secure channel to communicate. Supplier B then needs to know to use one method (SDEP) with Supplier A, but a completely different method with Supplier C. This adds complexity and increases the likelihood of errors and delays.	Thank you for your response. SDEP is the REC secure means of sharing data. If suppliers are not using it, they need to consider the GDPR and Performance Assurance implications. However, the Code Manager recognises it could place an unnecessary administrative burden on suppliers so has removed the clause.

	Our preference is that a method is agreed (e.g. SDEP), and mandated, within the legal text.	
Drax Group plc Energy Supplier	We have no comments on the proposed legal text.	
ENGIE Energy Supplier	Yes. The proposed REC Schedule is not clear on the SLA in cases where a supplier asks for further evidence to confirm whether a COO has occurred. It is clear that the supplier has 10 working days to make its initial decision of accept, reject, or ask for further evidence, but in the latter instance, it is not clear how long the supplier has to reach either the "accept" or "reject" evidence after this. There may be an assumption that the 10 working days starts again, but if this is what is intended it should be explicitly stated	Noted. Thank you for your response. It is the intention that for any further evidence requested, the 10 working days would reset from the receipt of this evidence. The Code Manager will review the current drafting for clarity on this matter.
Citizens Advice Consumer Advocate	No comments	
SSE Energy Supply Ltd Energy Supplier	Non-Domestic Supplier definition – we believe this should be amended to 'means an Energy Supplier which is not authorised by its Energy Supply Licence to supply Domestic Premises, or an Energy Supplier which is authorised to supply Domestic Premises via a Non-Domestic contract. ~~in relation to Non-Domestic Premises.~~ Non-Domestic Change of Occupier Schedule – Clause 1.1 – Premise should be amended to 'Premises' Clause 2.4 – Should be amended to - All communications by the Energy Supplier under Paragraph 2.2(b) or 2.2(c) shall be in writing, and shall be addressed to whoever submitted the notification of the purported Change of Occupier Clause 3.6 – Although it is referenced within this clause that the SDEP or another 'secure means' shall be used, do REC believe that email transfer is secure?	Thank you for your response. The Non-Domestic supplier definition is being picked up by a housekeeping change. The housekeeping change is required more urgently than R0155 and will progress separately. 2.4 – it is not clear why this amendment is required 3.6 – see comments above – the clause on bilateral agreement has been removed.

	Not all Non-Domestic Gas suppliers use the SDEP. Unless REC obligate the use of the SDEP for Gas Non-Domestic suppliers, email will continue to be used in these cases. This has always been and will continue to be an issue, if the use of the SDEP is not made mandatory for Gas. Clause 3.8 – Although we understand the intention of this clause, there is a risk that the consumer will have conflicting information being sent, should the suppliers not be in agreement with the dispute. There is a risk that should conflicting information be received, the consumer will likely raise a complaint.	3.8 – agreed this is a risk, though note it is intended to not be the same Consumer. If it is the same Consumer that would suggest the CoO is not valid.
Energy Ombudsman Other	From experience, complaints and disputed positions by two parties often occur due unclear wording which leads to misinterpretation and unintended grey areas. Having reviewed the current text, it looks reasonable and relatively straightforward. Should we start to receive any common misinterpretation issues around the legal drafting, we will feedback with any suggested amendments.	Thank you for your response. Any future feedback would be much appreciated to ensure the solution is fit for purpose post-implementation.
Centrica Energy Supplier	We are broadly supportive of the proposed legal text; however we do have some concerns around the use of some of the proposed definitions. For example, in the Change Report, at Page 11, the proposed change to the definition of non-domestic supplier doesn't fully align with the definition used under energy supply licences. The latter is the definition that should be used as that is what suppliers are upheld to by Ofgem currently and consistency is required. It is also an easy reference point for any party to refer to in the future. Within the Draft Non-Domestic Change of Occupier document, we have the following comments: Page 5, Clause 2.6 – reference is made to a deemed contract only, however there is a possibility in this scenario that the incoming consumer agrees to enter a supply contract straight away and avoids being on a deemed contract. This should be reference here as an additional possibility.	Thank you for your response. Noted – The Non-Domestic supplier definition is being picked up by a housekeeping change. The housekeeping change is required more urgently that R0155 and will progress separately. Noted – 2.6 has been amended.

	Appendix 1 Example Evidence definitions. The following definitions are not completely accurate, and we would therefore propose some further amendments to them as follows: *Lease – "A new lease would indicate that the property has a new occupier (the tenant), unless the tenant is the same entity which previously occupied the property (under a previous lease).* This does not account for some of the scenarios that we, and other suppliers will see in this context, namely that it would not necessarily be "the same entity" for it to be deemed the previous occupier, for example, if a sole trader transferred their business into a limited company or partnership (or vice versa), that would be considered to be one and the same, and not a new occupier. It would also not be considered to be a new occupier if directors attempt to move the lease out of their names and into the company's or vice versa, or to linked names associated with the existing occupier. All of these scenarios are watch outs from a fraud perspective and should be recognised in these circumstances as COTs/COOs are one of the main ways we see parties committing fraudulent activities. *Sub-lease – a sub-lease arises where the landlord is itself a tenant under an existing lease (the head lease)* This is one version of a sub-lease, the more common in terms of energy supply is where the existing tenant sub-lets in whole or in part to a new third party, who is nothing to do with the landlord. Both scenarios should be captured here, otherwise it has the result of ignoring the main version of sub-leasing that energy suppliers come across for COTs/COOs.	Noted – this is set out in the guidance document as this directly ties in with each Supplier's terms & conditions so is not within the scope of the new Schedule.

EDF Energy Supplier	No comments.	
British Beer and Pubs Association Other (Trade Association)	We would prefer that the legal text stipulate that energy suppliers may request a capped number of documents, drawn from a wider list of acceptable sources of evidence as detailed in the draft legal text. We would prefer that this list be exhaustive but are mindful of the complexities that this may present for other sectors where CoT/CoO is relevant. Selecting a set number of documents from a specified source list is aligned with the way that other standard proof of identify checks currently work.	Thank you for your response. Please see the Code Manager's comments on Q1.1 regarding the request for a capped number of documents.
Business Energy Direct UK Ltd Other (TPI)	If the notification of informing the supplier is using the COO flag being set to true, it should be mandated that all suppliers must be able to do this (as don't believe they all have the functionality to use the COO flag at present). 6.3 – this doesn't seem to resolve the issue that customers frequently face whereby a if a supplier hasn't actioned the COO before they receive the loss notification, even when the COO flag is set to true, the supplier will auto object, because they don't recognise that there is a new occupier, they only see the previous tenants account status which may have a contract or debt, this remains the case until the supplier has created a new account.	Thank you for your response. Please see the Code Manager's comments on Q1.1 on the CoO flag. Agreed – this is why it is key that the new Consumer contacts their currently Supplier as quickly as possible and does not wait until the Switch is requested. As a Code the REC cannot mandate this, only recommend it to Suppliers and TPIs.
Business Power and Gas Ltd Energy Supplier	In order to reduce ambiguity, I would suggest clarity of the reference to a lease including and referencing agreements being subject to a sub-Lease/Illegal tenancies/sub-tenancies. With reference to 'Sub-lease' in the 'List of Documents', can I suggest that: -	Thank you for your response. Noted – it has not been added to the Schedule. However, suppliers may ask for this if required as it is a non-exhaustive list.

	a. The 'Document' description should be a "legal" 'Sub-Lease' that is authorised in accordance with the 'Head Lease/Superior Lease' b. The 'detail' then confirms/clarifies that where a 'Sub-Lease' document is provided, it should also include a copy of the 'Lease/Head Lease/Superior Lease' *(however it is termed in this particular contract between the parties*) for validation purposes that confirms the tenant-now-landlord has permission to sublet. c. If permission to sub-let is not an existing automatic condition of the 'Lease/Head Lease/Superior Lease' and requires permission to be sought from and provided by the original Landlord (likely to be proprietor), then it should be clear that a 'License to Assign' or some other supporting confirmation is also required to be provided to confirm that a sub-tenant is a 'legal occupier' of the premises in accordance with the original lease.	
ScottishPower Energy Retail Ltd Energy Supplier	As stated in our responses to Questions 1.1 and 1.2, we believe that an alternative solution of a standalone Code document setting out a list of evidence options for non-domestic Change of Tenancy should be pursued. At the same time, we have set out a series of proposed amendments to the draft legal text in the table below to ensure that it is as consistent, clear and effective as possible, should this proposal ultimately be progressed in its current form. In addition to some ancillary elements, our proposal covers the following themes: 1. In line with our proposal that the list of evidence options in the Code should be the indicative source, the references to it being "non-exhaustive" and containing "non-exhaustive examples" should be removed and replaced with "indicative" and "evidence options", respectively.	Thank you for your response. Please see the Code Manager's comments above on why your alternative suggestion is not being taken forward. 1. Code Manager does not agree with suggestion. The current wording was provided by REC legal resource following discussions at the R0155 working group.

	2. For the reasons set out in our responses to Questions 1.1 and 1.2, we believe the "non-binding guidance document" should be removed from the draft proposed Schedule and solution. 3. We note that the draft proposed Schedule (in Paragraph 2.2) sets out an SLA of 10 Working Days for a supplier to respond in one of the manners prescribed from "receiving notification" of the Change of Occupier (without a switch). For this SLA to be effective, we believe it is crucial to define such a "notification". Suppliers receive incomplete requests in the context of Change of Tenancy – in particular, those without valid contact information. We suggest that the proposed Schedule, potentially via a new paragraph, define a notification as consisting of "a sufficiently clear request" and "valid contact information" (of the consumer and/or their representative). Otherwise, suppliers would be faced with an SLA for CoT requests that they could not action due to a lack of information from the customer (or their representative). 4. While we appreciate the intent in the draft proposed Schedule behind requiring suppliers to engage on a CoT request with "whoever made the request", it would not be appropriate to suggest that suppliers cannot contact their own customers. Suppliers must retain the ability to contact their customers in relation to their energy contract and/or supply, including in the context of Change of Tenancy, even where the customer has a representative (namely, a Third Party Intermediary – known as an energy broker). We propose that communications under Paragraph 2.4 should be to "the Consumer and/or the Consumer's representative". 5. We note that several references are made in the draft proposed Schedule to Condition 14 of the "Energy Supply Licences". However, the content and numbering of the supply licences change	2. The guidance document is not part of the Schedule. It was developed following requests by both supplier and TPI representatives on the R0155. 3. Code Manager does not agree with the suggested amendment. 4. The process as set out is a minimum requirement, not a maximum. If a supplier wishes to carry out further communications, that is their commercial decision to make and is outside the scope of the R0155 solution. 5. Specific SLCs are referenced in other parts of the REC. If these are ever renumbered, they will be picked up then. However, the Code Manager

	on a regular basis. In that context, and in keeping with the approach taken elsewhere in the Code, we believe that such references should be simply to the "Energy Supply Licence".	has included them to provide a single point of reference for any training documentation.
	6. We believe that any requirements in the Code to retain evidence should specify the date from which the retention period applies. The original amendments to Schedule 23 do not include this detail. We propose that they do – "from the date of the Switch Request". In similar fashion, the requirement under Paragraph 2.5 of the draft proposed Schedule to retain evidence should be "from the date of the determination". Relatedly, while we agree that it is important for suppliers to retain relevant evidence for certain decisions for a suitable period of time, we believe that mandates in the Code to retain evidence should be proportionate and justified. In that light, we do not believe it is proportionate or justified to introduce a requirement into the Code for a supplier to retain "all its communications under Paragraph 2.4 (and of responses to such communications)". We expect that most suppliers would retain such documentation for that length of time – however, it should not be a mandate in the Code.	6. Legal text updated.
	7. We have noted several provisions in the draft proposed Schedule which are either not operative or restate information already known or specified elsewhere. Paragraph 2.4 states that "all such communications must be in plain and intelligible language", but suppliers already have an equivalent licence obligation for non-domestic customers under SLC 0A. Paragraph 2.6 covers the operation of a deemed contract, which is not a Code matter and is addressed in the Energy Supply Licence (and guidance from Ofgem). Paragraph 3.7 points out that a supplier can escalate an SDEP case to the other supplier's operational contact, depending on the context, which is already established in the Code. For clarity	7. as noted above to your point 5, this was done on purpose to aid understanding and training. The Code Manager does not agree that removing the text provides clarity or simplicity.

	and simplicity, we believe that such duplicative provisions should be removed from the proposed Schedule. 8. We believe that the indicative list of evidence options in Appendix 1 should be expanded to include additional options. We have set out our suggestions in our response to Question 1.4. Of the existing options, we cannot see how a supplier could accept anecdotal evidence of "a lease by oral agreement" as proof of a Change of Tenancy. We propose that this sub-option be removed from the Appendix and that the Appendix also be refined to make clear that some options "may" indicate a particular outcome, rather than that they "would" indicate them. **The Code Manager is unable to paste the table provided by ScottishPower without corrupting the document, but it has been received and reviewed.**	8. Noted – it was stated at the working group that it is possible to have a lease agreed by oral agreement. It is for suppliers to determine what additional information they would require in this scenario. Additional options will be included as part of the supplementary guidance note, but please remember this is intended to be a non-exhaustive list and suppliers are entitled to use their own judgement as per their terms and conditions. The following suggested updates have been accepted and all others rejected as they do not fundamentally change the meaning or are incorrect: Schedule 23 2.7 addition of "(from the date of the Switch Request)" 6.3 addition of "from the date of the Objection" Schedule X 3.3 typographical correct of the word "to" 3.4(a) addition of "continue to raise an Objection" and deletion of "Object".

Question 1.4:	Do you have any comments on the non-exhaustive list of evidentiary documents described in the Appendix of the Draft Schedule?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	The list is sensible and is clear that other supporting information may be accepted. Crucially it does not bind the supplier to accepting the documentation, simply that they are example evidentiary documents. This continues to protect the supplier from fraudulent CoO's as we retain the ability to review the documentation and draw justifiable conclusions around their authenticity and validity.	Thank you for your response.
Drax Group plc Energy Supplier	We have no specific comments on the proposed list of evidentiary documents. We expect the list to become a helpful resource which we can share with consumers to help them understand the types of documents which we are able to accept as legitimate evidence of a CoO.	Thank you for your response.
ENGIE Energy Supplier	We agree that all the documents are acceptable forms of evidence and see no issues with using these, but as noted above, we are concerned that the non-exhaustive status of the list continues to leave open room for debate as to what constitutes acceptable evidence of a COO and undermines a key objective of this modification, which is to create consistency of treatment of COOs across suppliers.	Noted.
Citizens Advice Consumer Advocate	No comments	
SSE Energy Supply Ltd Energy Supplier	We feel that the summary for sub-lease needs to be extended, to clarify that we may request the 'head lease', which demonstrates that a party is able to sub-lease. For the contractual right or license to use a property, we believe there should be more detail in the summary to specify the quality of document expected. Otherwise, we do not have	Noted. We have added this to the Guidance documents as suppliers may request this if required. It is not for the REC to set out the "quality" the documents.

	any concerns with the proposed documentation however, it should be noted that whilst this list is non-exhaustive and Suppliers can use their own documentation to confirm that a COS/COT has taken place, we believe that this approach may not meet the requirements which REC are trying to achieve. We strongly believe that there should be a standard 'First Tier' list that all suppliers should receive upon a request, with a 'Second Tier' of documentation that Suppliers can then request, if they wish to receive additional confirmation of the changes. We do not believe that the current approach will reduce the concerns of industry parties and that there may still be different results dependant on suppliers practices.	
Energy Ombudsman Other	We see this as a step towards consistency which will allow suppliers to justify their decisions. It means a non-domestic consumer can be assured that a supplier will have to accept valid documentation to demonstrate a change of occupier, if it appears on the list. We would welcome a future guidance document which is updated, with further acceptable evidence, as many disputes involve unique documents which are considered when making our decisions. A wider issue we are increasingly seeing is the reality of fraudulent documents and would question whether this needs to be discussed/highlighted in more detail.	Thank you for your response. A guidance document (that will be able to be updated) will be provided alongside the proposed solution and will be available to comment on during part of the subsequent Change Consultation.
Centrica Energy Supplier	We are supportive of the list of evidentiary documents described within the appendix of the draft schedule. Setting out a list of documentation that should be viewed as a standard across the industry, we believe will be helpful in setting customer expectations across suppliers and drive consistency in what customers will be asked to provide. Our organisation is also supportive of the list being non-exhaustive, recognising the need for suppliers to be able to manage their own risk, ensuring flexibility to both the supplier and customers' needs across segments.	Thank you for your response.
EDF Energy Supplier	No comments.	

British Beer and Pubs Association Other (Trade Association)	We are grateful that the process identifies the types of document that would be acceptable to energy suppliers as evidence and would have no further suggestions to add to this list. However, we would prefer that energy suppliers request a capped number of documents from this list of source documents to ensure transparency between suppliers and customers and to support a more timely and efficient process for CoT/CoO.	Thank you for your response. Please see Code Manager's comments to Q1.1
Business Energy Direct UK Ltd Other (TPI)	"A signed and dated copy of the new lease between the landlord and the tenant (both parties details completed) should be provided, along with a copy of the old lease or of the surrender or termination of the old lease." - A new tenant entering a building would not have access to the old lease or the surrender or termination of the old lease and as such this should be removed (should be the word OR rather than along with)	Thank you for your response. The Legal text amended to remove the mention of the old lease.
ScottishPower Energy Retail Ltd Energy Supplier	As stated in our responses to Questions 1.1 to 1.3, we believe that the list of evidence options for non-domestic Change of Tenancy in Appendix 1 should be indicative and the sole list for the purposes of this solution. In that context, we believe that the additional options set out in the table below should be incorporated into the list. Each of these options has the potential to provide substantiation of a non-domestic Change of Tenancy and they all merit inclusion in the unified evidence list. **The Code Manager is unable to paste the table provided by ScottishPower without corrupting the document, but it has been received and reviewed.**	Thank you for your response. The suggested documentation is listed as part of the guidance.

Question 1.5:	Do you agree with the 10 Working Day SLA for reviewing documents for CoOs with a Switch? If not, please provide rationale.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	Yes, though referring to our response in 1.3. we believe it is important for a secure communication method to be mandated for all suppliers rather than be left to choice. SDEP has been suggested as a potential solution to this, which would negate the risk of all suppliers needing to understand different communication methods between one another to achieve the same goal.	Noted.
Drax Group plc Energy Supplier	Yes, we agree that where we have received adequate evidence from a consumer or TPI, 10 working days is sufficient to review the information received and to allow us to decide whether to accept or reject. Our experience indicates delays to the processing of CoOs are more typically due to a delay in suppliers receiving notification and thereafter adequate information from a consumer or TPI.	Thank you for your response.
ENGIE Energy Supplier	Yes, we are supportive of the 10 working day SLA but would note that this could be a challenging contraction in timescales for some suppliers which could require significant investment in human or systems resource to implement. With this in mind sufficient time needs to be given to allow suppliers to determine their resource requirements, complete governance processes to enable these investments, undertake recruitment and implement systems upgrades as necessary and train frontline staff. It is important that all suppliers are able to operate to a consistent set of standards at go live for this modification to be effective and variations in the size of supplier portfolios may need to be taken into account when determining the go-live date.	Noted. The Code Manager will ensure there is a sufficient lead time prior to implementation to ensure suppliers have time to address any impacts and updates to resources, processes, systems etc.

Citizens Advice Consumer Advocate	Yes, we agree with the 10 Working Day SLA for reviewing documents for CoOs with a Switch.	Noted. Thank you for your response.
SSE Energy Supply Ltd Energy Supplier	Yes.	
Energy Ombudsman Other	We think that bringing a standardised timeframe allows defined expectations for all parties and it seems a reasonable timescale compared with other industry processes. It also allows a basis for our decision if we conclude that a supplier has unreasonably handled or delayed a change of tenancy request. This can assist us in clearly defining the time period whereby we require a supplier to compensate a non-domestic consumer between rates charged and rates potentially missed out on. In addition, part of our role is to identify trends and risks in the sector and escalate appropriately, so a defined timescale allows easier measurement of supplier performance in this area. We would hope that suppliers use the 10-day SLA as a minimum standard and always aim to complete a review as soon as they can to assist the consumer journey.	Thank you for your response. The Code Manager also hopes that the 10 working day SLA will also be seen as a maximum standard and that suppliers will aim to complete their review as soon as possible, before the 10th working day, where possible.
Utilities Intermediaries Association Other (Trade Association)	I would argue that only suppliers are best qualified to give a definitive answer to this question. However, I do note that the SLA has increased from 5 to 10 working days. While this extension seems reasonable, I could not see a specified timeframe for handling additional information that has been requested. I believe there should be a clear timeframe set for dealing with such requests and that a request for further information should be subject to a tighter timeframe of 5 working days. This reflects the potential harm that delays may cause to consumers, especially when waiting for updates related to a switch.	Noted.
Centrica Energy Supplier	We are supportive of the 10-working day SLA for CoOs with a switch.	Noted.

EDF Energy Supplier	10 working days is a reasonable period for a supplier to perform the necessary task set down in the legal text.	Noted. Thank you for your response.
British Beer and Pubs Association Other (Trade Association)	**Yes**	Noted.
Business Energy Direct UK Ltd Other (TPI)	I believe that 5 days would be more suitable as it would then fall in line with faster switching. Deemed contract customers are the only customer sector that really benefit from the introduction of faster switching (now being able to exit deemed prices in 5 days, rather than the historic 28 days). If we now have a 10-day period in which a supplier can review the COO it means "faster switching" becomes a minimum of 15 days and would cost the economy £billions in extended periods on deemed contract prices. At present the proposal and current registration timelines are out of sync (ie they have 10 days to review COO and then raise an objection – but under faster switching the transfer can be done and completed in 5 days) Whilst not all suppliers would take the 10 days you also have a risk that some suppliers will take advantage of this and respond to all COO on the 10th day (as this would generate more revenue due to extending out a customers time on supply on higher deemed prices). Whilst 10 days is a better position than having no SLA, I would like to understand the methodology that has gone into suggesting 10 days rather than 5 days to bring it in line with faster switching. If this last 12-month COO volumes are being used to calculate the 10 days, the volume could be skewed due to potentially higher volume of fake	Thank you for your response. The Code Manager recognises that the 10 working day SLA is a maximum standard and that suppliers will aim to complete their review as soon as possible, before the 10th working day, where possible. The objection will only occur is the losing supplier has grounds to object. In the instance of a CoO this includes when they are not aware of the new occupier. If they are made aware of the new occupier before the Switch is progressed the risk of an objection is reduced. The solutions set out in R0155 requires the objection to happen. The current objection window is 2 working days so there is not enough time for the evidence to be shared securely, reviewed and a decision made. Note the feedback on recent industry trends.

	COO's with some people trying to exit high prices contracts agreed during the energy crisis, the industry has also seen higher numbers of businesses going into administration/liquidation which again would trigger higher volume of COO's as properties are handed back to the landlord.	
ScottishPower Energy Retail Ltd Energy Supplier	As stated in our response to Question 1.2, we believe that the alternative proposal of a consistent list of evidence options alone would render such SLAs unnecessary. However, should this proposal ultimately be progressed in its current form, we believe that greater industry discussion is required to determine the appropriate timescales for any SLAs related to non-domestic Change of Supplier with a Change of Tenancy. It may well be the case that 10 Working Days for the Losing Supplier to respond to the Gaining Supplier on the evidence provided after objection would be sufficient for the majority of CoS + CoT cases. However, it will be important to establish how due account would be taken of complex cases and delays from third parties in verifying evidence outwith the control of a supplier.	Thank you for your response. Please see the Code Manager comments to Q1.1-1.4.

Question 1.6:	Do you agree with the 10 Working Day SLA for reviewing documents for CoOs without a Switch? If not, please provide rationale.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	Yes, though referring to our response in 1.3. we believe it is important for a secure communication method to be mandated for all suppliers rather than be left to choice. SDEP has been suggested as a potential solution to this, which would negate the risk of all suppliers needing to	Noted.

	understand different communication methods between one another to achieve the same goal.	
Drax Group plc Energy Supplier	Yes - see our answer to question 1.5.	Noted.
ENGIE Energy Supplier	See response to 1.5.	Noted.
Citizens Advice Consumer Advocate	Yes, we agree with the 10 Working Day SLA for reviewing documents for CoOs without a Switch.	Noted thank you
SSE Energy Supply Ltd Energy Supplier	Yes.	
Energy Ombudsman Other	As per 1.5	Noted.
Utilities Intermediaries Association Other (Trade Association)	As above	Noted.
Centrica Energy Supplier	We are supportive of the 10-working day SLA for CoOs without a switch. This is in line with our current SLAs.	Noted.
EDF Energy Supplier	10 working days is a reasonable period for a supplier to perform the necessary task set down in the legal text.	Thank you
British Beer and Pubs Association Other (Trade Association)	**Yes**	Thank you
Business Energy Direct UK Ltd Other (TPI)	May of the risks are similar to the issues highlighted in the above response. It also increases the risk of “miss selling occurring” or suppliers using higher deemed prices as a negotiation/sales tool to sell higher priced contracts which look reasonable next to deemed prices (as a contract would offer a substantial saving) but are still above market average prices. What I mean by this is that a supplier currently	Noted. Thank you for your response. Supplier contracts and the use of deemed pricing is outside the scope of the REC.

	charging 46.2p kwh on a deemed contract could offer a contract with a 30% saving – so 32p kwh and this sounds a good saving – but market prices at present are between 20p-24p so could have achieved a 50% saving. Whilst you could say this would be buyers remorse for not shopping around it creates a negative experience of the energy industry when we are looking to improve the customer experience and increase consumer confidence (its no different to a TPI putting 10p uplift in a contract).	
ScottishPower Energy Retail Ltd Energy Supplier	As stated in our response to Question 1.2, we believe that the alternative proposal of a consistent list of evidence options alone would render such SLAs unnecessary. However, should this proposal ultimately be progressed in its current form, we believe that greater industry discussion is required to determine the appropriate timescales for any SLAs related to non-domestic Change of Tenancy. It may well be the case that 10 Working Days to respond initially would be sufficient for the majority of CoT cases. However, it will be important to establish how due account would be taken of complex cases, such as backdated Changes of Tenancy (ie when a customer notifies a supplier of a retrospective CoT, which may date to months ago). In some cases, receiving verification of evidence from a third party can take additional time (such as up to 20 Working Days), which is outwith the control of the supplier. This factor should also be taken into account in further discussion with stakeholders on the appropriate timescales (if any). In addition, we note that the Change Report states that, where requesting further evidence, "The Energy Supplier would then have an additional 10 working days on receipt of the requested additional evidence to confirm their decision." However, the draft proposed Schedule does not incorporate this provision. For such an SLA to be effective, we believe it would be important for this provision to be added into the proposed Schedule.	Thank you for your comments. Please see the Code Manager comments to your response to Q1.1-1.4. The Code Manager notes that the REC does not cover supplier billing requirements as these are set out in the SLC and their own T&C. As such, on backdating, it is for suppliers to decide on a case by case basis in line with T&Cs based on date set out in the evidence. If additional information is required or if incomplete evidence is received then the SLA does not apply until the evidence is received in full.

Question 1.7:	Are there any alternate solutions that would better meet the needs of the problem statement? If yes, please provide details.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	Beyond mandating a single communication channel for CoS with a CoO flag (e.g. SDEP) we do not have any alternative solution to suggest.	Noted, thank you.
Drax Group plc Energy Supplier	We have not identified any alternate solutions.	Thank you.
ENGIE Energy Supplier	The main alternative we would suggest would be to make the list of acceptable evidence definitive, and only stated in the REC schedule, as noted in our response to 1.4.	Noted. Thank you.
Citizens Advice Consumer Advocate	We believe the proposed solution best meets the needs of the problem statement	Thank you.
SSE Energy Supply Ltd Energy Supplier	Not that we are aware of at this stage.	Thank you.
Energy Ombudsman Other	N/A	N/A
Centrica Energy Supplier	Whilst we are supportive of the approach taken to set out a non-exhaustive list of evidentiary documentation and standardising SLAs; the use of SDEP as a method of communication between suppliers to review CoO with a switch documentation will be challenging with FMRS timescales. With customers able to switch supply within 5 days, the timeframe for a supplier to review any supporting evidence before objecting to a switch is approximately 2-3 days. Given the uncertainty of volumes likely to be	Thank you for your response. The Code Manager has set out above that if the Consumer (or their intermediary) contacts the losing supplier and follows their CoO process then the CoO Switch process is unlikely to be needed. However, the R0155 discussions clearly highlighted that this step does not always happen (including in TPI

	generated through the SDEP process, the resource requirements to manage the process are unclear. As is detailed within section 3 of this response, the use of SDEP without its own designated work queue would add complexity and delays to the process. We believe this process would need its own work queue or a manual work around/interim solution, until sufficient development has been made within SDEP, to cater for this process.	related Switches) so the Switch solution was developed. We have responded to your SDEP comments below in section 2.
EDF Energy Supplier	No comments.	Thank you.
British Beer and Pubs Association Other (Trade Association)	**No**	Thank you.
Business Energy Direct UK Ltd Other (TPI)	I believe a more customer centric solution should be rolled out – building on MRA and GD28, using this along with the legal documents list and placing an obligation on suppliers to ensure that prior to raising any objection they must be able to evidence that the COO flag was used incorrectly – rather than moving all the onus onto customers and having a blanket SLA which could increase exposure to deemed contract prices for business consumers.	Thank you for your response. Please see the Code Manager comments to your response in Q1.1.
ScottishPower Energy Retail Ltd Energy Supplier	We have set out in detail our alternative proposal of a single list of evidence options for non-domestic Change of Tenancy as a Category 2 Document under the REC, and our rationale for that proposal, in our responses throughout this impact assessment (and, in particular, to Questions 1.1 to 1.4).	Thank you for your input, this area was extensive discussed at the working group.

Question 1.8:	Would implementing the proposed solution incur any costs to your business? If so, please provide details.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	Minor costs for the development of additional reporting / staff training.	Noted – thank you for your comments.
Drax Group plc Energy Supplier	Yes. We expect to incur costs to make limited system and process changes to ensure we have robust controls in place to manage the new SLAs and to train our staff on the new requirements. This includes ensuring that we'd be able to record and report on requested data fields included in the proposed PARC requirements. If proposals requiring suppliers to monitor SDEP for receipt of evidence from gaining suppliers are implemented, we would incur additional costs to provide access and train additional individuals on SDEP	Noted – thank you for your comments.
ENGIE Energy Supplier	Yes. Introduction of mandatory SLAs will require a full process and resource review and potential systems upgrade. The performance assurance reporting will also require additional resource to develop and maintain the reporting, and changes to our management information systems to automate it. At this stage the costs of this are unknown but we would expect them to be material.	Noted – thank you for your comments.
Citizens Advice Consumer Advocate	N/A	N/A
SSE Energy Supply Ltd Energy Supplier	We do not believe there will be additional costs.	Noted – thank you for your comments.
Energy Ombudsman Other	N/A	

Centrica Energy Supplier	We do not foresee this change driving significant costs to our business, due to existing alignment with the proposed solution across evidence and SLAs.	Noted – thank you for your comments.
EDF Energy Supplier	Yes. Adhering to the processes and SLAs set down in the legal text may require the allocation of additional resources (dependent on query volumes) to ensure operational adherence, training, and monitoring.	Noted – thank you for your comments.
British Beer and Pubs Association Other (Trade Association)	**No**	Noted – thank you for your comments.
Business Energy Direct UK Ltd Other (TPI)	As a TPI I don't see costs to implement – but this could change depending if/how COO process is rolled into the TPI CoP.	Noted – thank you for your comments.
ScottishPower Energy Retail Ltd Energy Supplier	As an energy supplier, we would incur costs in adapting our systems and processes to accommodate the new non-domestic CoO regime, should this proposal ultimately be progressed in its current form. These adaptations would primarily concern our functionality to map our retention of relevant evidence in line with the proposed Schedule. At this stage, we do not believe that such costs would be onerous.	Noted – thank you for your comments.

Question 1.9:	Do you identify any benefits to your business or to the industry through the implementation of the proposed solution?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	If everyone commits to using the same system and method for exchanging information and evidence between gaining and losing supplier (e.g. SDEP) this would deliver a benefit to the industry with more consistent and trackable communication.	Noted – thank you for your comments.

	A consistent approach across the industry, a tangible reduction in the time taken to review documentation, and clearer guidance on acceptable evidentiary supporting documentation will have a positive impact for customers, both in the perception of the process, and the outcomes (e.g. expedited CoO processing times). These benefits to customers also benefit the business through increased CSAT, and a reduction in complaints relating specifically to deemed contracts.	
Drax Group plc Energy Supplier	We believe that the introduction of evidentiary and process standards is a positive step which will be beneficial to suppliers, consumers and TPIs, although we have not quantified these benefits	Noted – thank you for your comments.
ENGIE Energy Supplier	Yes. In the absence of clearly defined SLAs and an accepted evidentiary base for validating COOs we and other suppliers are exposed to protracted disputes around COOs which often lead to complaints and escalations. This absorbs supplier resource and leads to poor customer outcomes. Defining SLAs and documentation will assist in reducing this burden on suppliers and provide better customer outcomes, but we would again note that the list of documents should be definitive rather than non-exhaustive.	Noted – thank you for your comments.
Citizens Advice Consumer Advocate	Citizens Advice is supportive of the proposed solution. Citizens Advice regularly sees cases from non-domestic consumers struggling with the change of tenancy process. Over the past year (August 2023 to August 2024), 17% of non-domestic cases that came through our Consumer Service were coded as 'non-domestic contract issues' cases. This code encompasses a broad range of issues, but one of the most common issues within this code is consumers struggling to process change of tenancies. The cases we see related to change of tenancies often involve a few key issues. Customers may struggle to process a change of tenancy within an acceptable timeframe with their energy supplier. This can be due to inconsistent requests from suppliers for evidence	Noted – thank you for your comments.

	that a change of occupier has occurred. Consumers also may not know the outcome of a change of occupier attempt for a lengthy period of time. This can lead to consumers remaining on deemed rates for an extended period of time, which can lead to the build up of debt for a consumer. Customers who struggle to process a change of tenancy with their supplier may also find themselves pursued by their supplier for debt which belongs to a previous occupant. In the most serious cases, incoming consumers have found themselves disconnected from their energy supply as a result of failure to repay debt which does not belong to them. The proposed solution would help to prevent many of the problems our small business clients face. A centralised list of evidence for suppliers, brokers, and consumers to refer to will cut down on the issues faced by the provision of inadequate information. It will be clearly outlined which forms of evidence are considered acceptable in order to process change of occupier requests, and will cut down on the time spent for a consumer going back and forth with their supplier. In addition, the 10 working-day SLA for suppliers to process evidence in support of a change of occupancy (with or without a switch) and either communicate with the customer or reach a decision will reduce issues faced by consumers remaining on deemed contract rates, or struggling with waiting for long periods of time for a decision. Finally, the introduction of SLAs and an attached performance assurance process means that there is less chance of consumers being pursued for debt which does not belong to them, as there will be centralised methods for initiating a change of tenancy request and clear guidelines which suppliers have to follow in order to process this within the 10-working day timeframe. It will also encourage clearer communication between supplier and consumer, which would help reduce the risk of detriment to business consumers and improve consumer confidence in the sector.	

	The attached reporting requirements will drive up standards and ensure better practice becomes commonplace within the industry	
SSE Energy Supply Ltd Energy Supplier	We would only see a benefit if there is a consistent approach to the documentation supplied at the first contact. Without a specific first tier list and a subsidiary second list, we cannot see that there will be a consistent method, which this change is proposing to implement.	Thank you for your response. This was discussed at working group where it was agreed to allow suppliers to have individual discretion.
Energy Ombudsman Other	As referenced earlier, we would anticipate a reduction in disputes in this area, which in turn would reduce costs to suppliers around handling complaints and queries. Over time we would hope the reductions will offset any supplier costs from following the proposed solution.	Noted – thank you for your comments.
Utilities Intermediaries Association Other (Trade Association)	While the proposed solution does represent an improvement, it does not go as far as I would have liked for the reasons I have already outlined. However, I acknowledge that the solution still addresses some of the inconsistencies in the Change of Occupier (CoO) process, which could provide moderate improvements for both businesses and the industry.	Noted – thank you for your comments.
Centrica Energy Supplier	We have an existing and robust document validation process already in place, which Is in alignment with the proposed set of evidentiary documents. Therefore, the introduction of a non-exhaustive list provides limited benefit to our business overall. However, aligning a documentary standard across the non-domestic industry is likely to drive consistency and ensure an easily understood process by customers. Regarding mandating fixed terms SLAs for the review of documentation; this SLA aligns to existing process timescales that exist within the business today. However, we foresee that this change will provide a benefit across both our business and the industry through creating greater visibility of documentation, removing the risk of fraudulent change of tenancies.	Noted – thank you for your comments.
EDF Energy Supplier	We expect that in the context of change of occupier with a switch, where evidence is provided via the secure transfer platform, this may simplify validation in some cases.	Noted – thank you for your comments.

British Beer and Pubs Association Other (Trade Association)	If implemented as described the proposed solution should greatly improve the speed and cost effectiveness of the CoT/CoO process. The experiences our members have reported to us to date have been focused on the significant complexity and cost associated with the administration of the CoT/CoO process. Suppliers frequently request a variety of documents, some uncommon, which overly complicates the length of time for the process to complete, may not be relevant to the CoT process or are commercially sensitive. Our members have frequently reported difficulties engaging with their suppliers to resolve the CoT process and which currently can take many months to complete.	Noted – thank you for your comments.
Business Energy Direct UK Ltd Other (TPI)	I would like to say saving time involved in actioning COT's for customers and illegal objections being raised, however fear this could be increased rather than decreased.	Noted – thank you for your comments.
ScottishPower Energy Retail Ltd Energy Supplier	In line with our responses to Questions 1.1 to 1.4, we believe that a list of evidence options for nondomestic Change of Tenancy would benefit energy consumers and the industry by bringing the desired consistency to the evaluation by suppliers of non-domestic CoT requests from customers or their representatives through establishing agreed industry evidence options. However, we do not see a convincing rationale or clear benefits to consumers or the industry from the proposed SLAs, PA reporting or other aspects of the current proposal, for the reasons set out in our responses throughout this impact assessment. We believe that our alternative proposal would deliver the same benefits as the current proposal, without the added complexity or administrative burden on relevant parties.	Noted – please see the Code Manager's comments to Q1.1 -1.4.

Question 1.10:	Taking into consideration both the costs and the benefits seen, do you consider this change should be made?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	Yes	Noted – thank you for your comments.
Drax Group plc Energy Supplier	In general, yes. We believe that the proposals are a positive step that will facilitate consistency across the industry and place an onus on suppliers to work with consumers and TPIs to manage the CoO process more effectively. However, as we detail more in our answer to question 2.3, we oppose the introduction of the option for gaining suppliers to share evidence with suppliers via SDEP.	Noted – thank you for your comments. The Code Manager has responded to your SDEP comments in section 2
ENGIE Energy Supplier	Overall yes, though we have concerns about the non-exhaustive nature of the acceptable evidence list, the feasibility of the proposed performance assurance reporting and the lack of an SDEP solution at go live (see below).	Noted – thank you for your comments. The Code Manager has responded to your SDEP comments in section 2 and Performance Assurance reporting in section 3.
Citizens Advice Consumer Advocate	Yes, we believe that this change should be made	Noted – thank you for your comments.
SSE Energy Supply Ltd Energy Supplier	Yes.	Noted – thank you for your comments.
Energy Ombudsman Other	Overall, due to the expected benefits around consistency of approach, we are supportive of this change being made.	Noted – thank you for your comments.
Utilities Intermediaries Association Other (Trade Association)	Yes	Noted – thank you for your comments.

Centrica Energy Supplier	Whilst we see a limited benefit specifically to our business due to our processes meeting or exceeding some aspects of the proposal, there are significant benefits of this change from a wider industry perspective. As stated in our response to section 1.9, we are supportive that this change will bring about increased visibility of evidentiary documentation, reducing the risk of fraudulent activity We agree that aligning evidentiary standards and SLAs meets the needs of the problem statement. From a customer perspective, having consistency between suppliers in documentation requests is in alignment with Ofgem's vision to improve customer service outcomes across the change of tenancy journey. This builds consumer confidence, which will deliver an indirect benefit to our business. From a supplier perspective however, SDEP as a solution has specific technical challenges that we feel will make management of the process challenging.	Noted – thank you for your comments. The Code Manager has responded to your SDEP comments in section 2.
EDF Energy Supplier	As it is currently drafted, EDF broadly supports the change, although we do have some reservations about specific proposed elements of the change (see below).	Noted – thank you for your comments.
British Beer and Pubs Association Other (Trade Association)	**Yes**	Noted – thank you for your comments.
Business Energy Direct UK Ltd Other (TPI)	I think it should be rolled out with amendments being made to make it more customer centric.	Noted – thank you for your comments.
ScottishPower Energy Retail Ltd Energy Supplier	In line with our response to Question 1.9, we believe that the alternative proposal of a standalone list of evidence options for non-domestic Change of Tenancy as a Category 2 Document under the REC should be taken forward. However, we are not convinced that the current proposal, including the new REC Schedule and PA reporting, should be taken forward at this time. As stated in our response to Question 1.2, we believe that it would be proportionate to introduce the full list of evidence options initially and that, after its implementation, subsequent evaluation	Noted – see the Code Manager comments above to Q1.1-1.4.

	of its impact could inform whether consideration should be given to more prescriptive measures of the kind in the current proposal.	

Question 1.11:	What lead time would be required for your business to implement the proposed solution? Please provide justification.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	6 months to provide sufficient time to train relevant staff on SDEP and the CoO with switch process changes. This also includes the time to develop and test new workflows and methods of recording information relating to CoO (e.g. tickets and statuses), and the development of reporting to meet Performance Assurance requirements	Noted – thank you for your comments.
Drax Group plc Energy Supplier	We would require at least 6 months to make the required system and process changes in order to add controls to ensure we meet SLAs and to automate written comms to our customers as prescribed in the Draft Schedule.	Noted – thank you for your comments.
ENGIE Energy Supplier	Given the move to SLAs where no formal industry SLAs currently exist, and the requirement to introduce new PARC reporting, we believe a minimum of 12 months' notice is needed. We also believe (see below) that this change should not go live until there is an SDEP solution in place for communications between suppliers and a robust reporting solution available for performance management. The lead times for these developments should be taken into account in the implementation timescales for R0155.	Noted – thank you for your comments.
Citizens Advice Consumer Advocate	N/A	

SSE Energy Supply Ltd Energy Supplier	We do not foresee any significant changes required to business processes as our CoO process is already very similar to that being proposed under this change. However, we would expect enough lead time for any process documentation to be updated, any website updates and customer communication to notify them of the changes, we would therefore suggest at least 3 months	Noted – thank you for your comments.
Energy Ombudsman Other	Again, this will be more appropriate for suppliers, however from our side we would need some lead in time (3-4 weeks) in order to inform and train our Operation on the solution, so it is applied appropriately within dispute decision making.	Noted – thank you for your comments.
Centrica Energy Supplier	We see a limited impact to implementing this as a supplier. However, if SDEP is to be used, there would be operational upskill requirements. In addition to this, there would be a need to develop reporting capabilities as we know SDEP has limitations in this area.	Noted – thank you for your comments.
EDF Energy Supplier	EDF expects six months (with allowance for the holiday period in December) would be a sufficient timescale for suppliers to embed the necessary process changes into their operational businesses, including training, quality and monitoring processes.	Noted – thank you for your comments.
British Beer and Pubs Association Other (Trade Association)	We do not recognise the non-urgent status that has been applied to this consultation and from the expereinces reported by our members believe that the proposed solution is urgently required and should be implemented as quickly as possible.	Noted – thank you for your comments.
Business Energy Direct UK Ltd Other (TPI)	N/A	
ScottishPower Energy Retail Ltd Energy Supplier	Should this proposal ultimately be progressed in its current form, we believe that parties should have a minimum of 6 months from a positive decision by Ofgem to implement the solution. In our view, this period would be sufficient for parties (suppliers) to make the necessary system and process changes to facilitate the new non-domestic CoO regime, including any potential PA reporting. By contrast, should the alternative proposal of a standalone list of evidence options be progressed, we believe that implementation timeframe could be significantly reduced	Noted – thank you for your comments.

	(perhaps to 1 month). As a result, the alternative proposal would not only bring the same benefits, but it could be implemented more quickly.	

Question 1.12:	Do you have any further comments on the proposed solution?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	No	Thank you.
Drax Group plc Energy Supplier	We have no further comments at this time	Thank you.
ENGIE Energy Supplier	No	Thank you.
Citizens Advice Consumer Advocate	No further comments	Thank you.
SSE Energy Supply Ltd Energy Supplier	Not at this time.	Thank you.
Energy Ombudsman Other	N/A	N/A
Centrica Energy Supplier	We have no further comments on the proposed solution. We do however have further comments on the use of SDEP and reporting requirements, which are detailed in sections 2 and 3 of this response.	Thank you for your comments.
EDF Energy Supplier	No comments.	Thank you.

British Beer and Pubs Association Other (Trade Association)	**No**	Thank you.
Business Energy Direct UK Ltd Other (TPI)	Some areas need to be clarified ie 2.4 Clarity on what a supplier is to do if receives notification of a COO with and without a switch on the same day? Clarity if "in writing" also means via email	Thank you for your comments: 2.4 stand alone processes, does not mean do not object flag Is being set (cant say this) "in writing" – an explanation will be provided in guidance which will be included in the R0155 consultation. The explanation ties in with the SLC definition of "includes writing sent or received by Electronic Communication and "Written" shall be construed accordingly".
Business Power and Gas Ltd Energy Supplier	I would like clarification on the matter of '**Common Ownership/connected parties'** originally raised in the consultation late in 2023 but not specifically dealt with in the R0155 Committee meetings. On reading through the slides named 'R0155_24_05 - Summary slides.pptx' considered through the R0155 process, the second paragraph of the detail for 'Lease' on slide 4 sites an example for a new occupier where: - *"A new lease would indicate that the property has a new occupier (the tenant),* ***unless the tenant is the same entity which previously occupied the property (as freehold owner or under a previous lease)****."* I think clarification is required to elaborate further or to provide further examples here, emphasizing that there would also NOT be a new	Thank you for your comments. This is set out in the Guidance document as this directly ties in with each Supplier's terms & conditions so is not within the scope of the new Schedule.

	occupier in additional circumstances and bullet point under the above and add: - *"A new lease would indicate that the property has a new occupier (the tenant), unless the tenant is the same* ***– or a connected -*** *entity which previously occupied the property,* ***for example: -*** *· a freehold owner, or* *· under a previous lease* *· under a [legal] sub-lease to a tenant incorporated entity where the Director/Shareholder of the tenant company is the former tenant as an individual or a Director/Shareholder of another/other legal entity* *· under a [legal] license to a tenant incorporated entity where the Director/Shareholder of the tenant company is the former tenant as an individual or a Director/Shareholder of another/other legal entity* *· this list is not exhaustive* I believe this would help reduce evasion of liability and/or intention to defraud on 'agreed customer/out-of-contract customer/deemed customer' energy accounts to a new 'deemed' contract customer, or use a back-door approach to terminating an agreed legally binding contract. I also believe this would give a supplier and consumer the discretion to agree a contract to an 'agreed customer at the end of an agreed term/an out-of-contract customer/a deemed customer' based on mutually agreed terms and accepted risk where there was a previously connected party (eg, individual, incorporated entity, unincorporated/other entity, freeholder, tenant, licensee).	

ScottishPower Energy Retail Ltd Energy Supplier	We note that, in the Change Report, the Code Manager makes reference to implementing a change in Schedule 1 to the defined term "Non-Domestic Supplier", as set out for reference below. The Code Manager states that this amendment would be a Housekeeping Change. However, we do not consider the amendment to meet any of the criteria under Paragraph 25.1 of Schedule 5 (Change Management) for a Housekeeping Change. Without expressing a view on the substance of the amendment at this stage, we do not believe that it should be progressed on such a basis. **The Code Manager is unable to paste the table provided by ScottishPower without corrupting the document, but it has been received and reviewed.**	Thank you for your comments. The Non-Domestic supplier definition is being picked up by a housekeeping change. The housekeeping change is required more urgently that R0155 and will progress separately.

RETAIL ENERGY CODE

QUESTIONS ON THE USE OF SDEP

Question 2.1:	Are you aware of any existing General Query level SDEP Process Type that Energy Suppliers could use as an interim measure? Please provide any possibilities you may think of, however, please note, this Process Type would have to have low volumes for their main purpose, and it is expected that there would be separate Process Types for gas and electricity.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	We would recommend the creation of a new general query level process type on SDEP as none of the existing bear any resemblance to a CoO. Using an existing process type would lead to confusion, and also obscure the genuine queries aligned with that process type, potentially impacting other processes outside of the scope of this proposal. We recognise that SDEP is being updated, and during this there is an opportunity for expanded process types.	Thank you for your comments. It is the ultimate intention to have a new process step and escalations within SDEP, however this will only be impact assessed and developed after MHHS M10. As R0155 will go live before that point the Code Manager is looking for pragmatic, temporary alternative solutions.
Drax Group plc Energy Supplier	Notwithstanding our opposition to using SDEP for this process (see answer to question 2.3), we are not aware of any existing SDEP process types that could be utilised as an interim measure.	See response to Brook Green Supply Ltd
ENGIE Energy Supplier	We do not favour using an existing category as this is only likely to cause confusion.	See response to Brook Green Supply Ltd
Citizens Advice Consumer Advocate	No comments.	
SSE Energy Supply Ltd Energy Supplier	In short, no. We believe the only appropriate course of action would be to develop a new PT, although we appreciate that there is currently a freeze in place for MHHS. There is a risk that should REC repurpose an existing use case, that communications will not be picked up as the	See response to Brook Green Supply Ltd

	current PT's would be mapped to another area of the business.	
Energy Ombudsman Other	N/A	
Centrica Energy Supplier	We are not aware of any existing general query type within SDEP that could be used as an interim measure. General Queries do not have any escalations, so could therefore sit un-responded to for an extended period of time.	See response to Brook Green Supply Ltd
EDF Energy Supplier	No comments.	Thank you
British Beer and Pubs Association Other (Trade Association)	**N/A**	N/A
Business Energy Direct UK Ltd Other (TPI)	n/a for a TPI	N/A
ScottishPower Energy Retail Ltd Energy Supplier	We are not aware of any SDEP Process Type (at General Query level or otherwise) which would be evidently suitable for the Change of Occupier with a Switch element of the current proposal.	See response to Brook Green Supply Ltd

Question 2.2:	Which of the following would you prefer, and why? a) Re-purposing an existing low-usage SDEP Process Type as an interim measure b) Using the Contract Manager General Queries c) Not to have a specified solution prior to SDEP being updated d) Other – please provide details.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	We would recommend option D which is the use of SDEP with its own distinct Process Type, rather than utilising a low usage existing type.	Thank you for your comments. It is the ultimate intention to have a new process step and escalations within SDEP, however this will only be impact assessed and developed after MHHS M10. As R0155 will go live before that point the Code Manager is looking for pragmatic, temporary alternative solutions.
Drax Group plc Energy Supplier	We would prefer (d) as we oppose proposals to use SDEP as part of the proposed solution.	See response to Brook Green Supply Ltd
ENGIE Energy Supplier	Other. The proposed change should not go live until the SDEP solution is in place. Going live without a solution will lead to variations in approach and inconsistency across suppliers which is what this proposal is intending to avoid.	See response to Brook Green Supply Ltd
Citizens Advice Consumer Advocate	No comments.	
SSE Energy Supply Ltd Energy Supplier	We would prefer for a new PT to be developed once the SDEP can be updated, as we have answered to Q2.1, there is a risk that communications would not be picked up if another PT was used.	See response to Brook Green Supply Ltd
Energy Ombudsman Other	N/A	N/A

Centrica Energy Supplier	The whole use of SDEP without its own designated work queue would add complexity and delays to the process. We believe this process would need its own work queue or a manual work around/interim solution, until sufficient development has been made within SDEP, to cater for this process.	See response to Brook Green Supply Ltd
EDF Energy Supplier	No comments.	Thank you
British Beer and Pubs Association Other (Trade Association)	**N/A**	
Business Energy Direct UK Ltd Other (TPI)	n/a for a TPI	
ScottishPower Energy Retail Ltd Energy Supplier	In view of the circumstances, we believe that the most appropriate option of the choices presented is not to specify a solution until SDEP is updated accordingly (Option C). We recognise that none of the choices presented is ideal, as it would be better to have a clear and dedicated channel for suppliers to exchange information on CoOs with a Switch under the current proposal. At the same time, we would note that the alternative proposal would presumably lessen, if not obviate, this dilemma.	See response to Brook Green Supply Ltd

Question 2.3:	Do you have any other comments on the use of SDEP for the proposed R0155 solution?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	That if SDEP is chosen as the preferred communication method, it should be mandated to all Suppliers and not left as a choice to explore other bilateral secure communication methods. By leaving this open in the legal text clause 3.6. it will lead to inconsistencies and a poorer customer experience.	The new Schedule will be mandatory for all Non-Domestic Suppliers, including the use of SDEP.

Drax Group plc Energy Supplier	Yes. We disagree that it would be beneficial to use SDEP when a CoO has taken place with a switch, as SDEP has not proven itself to be a reliable platform for suppliers. Many non-domestic suppliers are poor at monitoring and responding to existing SDEP cases which has contributed to a marked increase in Contract Manager escalations. Without consistent use of SDEP across the market, we expect its introduction for CoOs to merely slow down the process, particularly where the gaining supplier is reliant on a response from the losing supplier to resend registration flows. Instead, we would encourage an alternate approach to be detailed in the planned supplementary guidance document that is intended to be published prior to the implementation of R0155. That alternate approach would be for the gaining supplier to instruct its customer to provide the same evidence directly to the losing supplier to ensure the CoO can be processed within 10 working days – an action that will be confirmed in writing – and to allow the gaining suppliers to reissue registration flows	R0122 is set to include updated reporting functionality. SDEP is the REC secure means of sharing data. If suppliers are not using it they need to consider the GDPR and Performance Assurance implications. The guidance document has been clearly drafted to strongly recommend that the consumer (or their representatives) informs both suppliers. However, should that not happen, the process set out in the Schedule is there to facilitate the sharing of information.
ENGIE Energy Supplier	No	Thank you.
Citizens Advice Consumer Advocate	No comments.	Thank you.
SSE Energy Supply Ltd Energy Supplier	As we advised within Q1.3, Non-Domestic Gas suppliers use the SDEP on a voluntary basis. Should this process be implemented, it would be more beneficial for the SDEP to become mandatory for those suppliers. Removing the use of email for communications will solidify the purpose of the previous Secure Communications Working Group that helped to develop the SDEP originally.	The new Schedule will be mandatory for all Non-Domestic Suppliers, including the use of SDEP.
Energy Ombudsman Other	N/A	

Centrica Energy Supplier	As above.	Thank you.
EDF Energy Supplier	EDF did not support the inclusion of the SDEP process with regard to the provision of evidence directly between supplier as part of this change. We have concerns that the SDEP platform is not sufficiently operational robust when undertaking the kind of tasks proposed in this change. However, we are not aware of an alternative platform which can perform this task securely, should REC decide to proceed with the inclusion of this process step in the final change. We strongly object to several of the proposed performance assurance reporting fields, as they relate to process steps undertaken in SDEP (see below).	R0122 is set to include updated reporting functionality, any additionally reporting for the R0155 process steps will be developed as part of that solution.
British Beer and Pubs Association Other (Trade Association)	**No**	Thank you for your response.
Business Energy Direct UK Ltd Other (TPI)	n/a for a TPI	
ScottishPower Energy Retail Ltd Energy Supplier	We have no further comments to make on the use of SDEP under this proposal at this stage.	Noted.

QUESTIONS ON THE PERFORMANCE ASSURANCE REQUIREMENTS

The Code Manager has provided a supplementary R0155 Performance Assurance Guide document alongside the Code Manager comments to the Impact Assessment responses. This document provides further explanations around the performance assurance procedure, and further details on the purpose and the rationale behind the requirements.

This document is titled 'Updates on the Performance Assurance of R0155' and can be downloaded from the Change Proposal page on the REC Portal.

Question 3.1:	Do you agree with the Performance Assurance (including the additions to the PARC) requirements for this change? If not, please provide rationale.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	Yes, although the wording of the reporting needs to be clarified, specifically around the maximum and average CoO processing times. This solution addresses the processing time for reviewing CoO supporting documentation, so it should be clear that this is what is being reported on. We would also recommend aggregated data, rather than MPXN line level data.	Thank you for your response. Please refer to the supplementary Performance Assurance guide for further clarity on the reporting. Thank you for your recommendation. Please refer to the supplementary Performance Assurance guide that explains the decision to use MPxN line level data.
Drax Group plc Energy Supplier	No, we don't agree with the proposed PARC requirements. Whilst it is reasonable to expect RECCo to collect information that allows it to evaluate suppliers' performance against any new requirements introduced via R0155, data should be at an aggregate level only and should only be requested where RECCo does not already have access	Thank you for your response. Please refer to the supplementary Performance Assurance guide that provides further details and explanations on the proposed PARC

	to it through existing reports or via industry flows, thereby minimising the administrative burden on suppliers. We do not agree that it is necessary for suppliers to provide MPxN level data as proposed, and it would be more reasonable to, as an example, request average time(s) taken to process requests rather than MPxN level data for each CoO.	requirements, including the decision for suppliers to provide MPxN level data.
ENGIE Energy Supplier	We feel that more clarity is required on these requirements. It is not clear from the proposed amendments to the PARC what is the definitive method for determining what constitutes a coincident COO and Switch. The industry COT flag is not universally used nor is it mandatory and would not appear to be a reliable indicator of this, and there is a risk that there will be inconsistency across suppliers as to how they produce the required reports. Going live without a full SDEP solution will also make reporting difficult.	Thank you for your response. After reviewing the responses to the impact assessment, the Code Manager agrees that suppliers would benefit from more clarity on these requirements. To help provide more clarity, the Code Manager has provided a supplementary document - R0155 Performance Assurance guide alongside the Code Manager consolidated impact assessment responses and comments. The Code Manager notes your concerns around the SDEP solution. Please see the Code Manager comments in Section 2 for further comments regarding SDEP and the COT Flag.
Citizens Advice Consumer Advocate	Yes, we agree with the Performance Assurance requirements for this change.	Thank you for your response.
SSE Energy Supply Ltd Energy Supplier	Reporting needs to be kept to a minimum, as we alluded to in our response to R0137. Should REC require reporting for CoO with a switch, the current monthly gains report should be amended to be used for this process. Suppliers can adapt their current reporting requirements. This will also help to reduce the resource burden on suppliers, which REC need to consider. With the current issues of uploading documentation, due to the validation errors, one report which includes all required information which REC want to receive can be	Thank you for your response. The Code Manager has noted your points and concerns. In the supplementary R0155 Performance Assurance guide document, The Code Manager has set out further reasoning on why amendments have not been made to the monthly gains report.

	manipulated. We would however like to note, that we do not see value in these reports being developed	
Energy Ombudsman Other	N/A	
Centrica Energy Supplier	The PARC is not in line with the level of detail we provide to the RECCo, and we would consider onerous for this change. Data protection considerations are also required when more customer data is being requested than RECCo currently receives. Providing data to the RECCo was a concern that we have raised during the working groups for this proposal, due to lack of clarity around the authority the Retail Energy Code has to request data. As the reporting catalogue required submission of data at an MPXN level, our concerns remain over the controls that are in place to ensure customer data is held compliantly and securely. Our understanding is that this matter has been raised with the ICO and await further guidance on solutions to our concerns.	Thank you for your response. The Code Manager has provided further detail and rational on use of data at MPXn level in the supplementary R0155 performance assurance guide document. Schedule 6 – Performance Assurance – clearly sets out the requirement for Performance Assurance and for the Provision of Data as set out in the PARC. Details of the arrangements for the secure collection and processing of data, including but not limited to personal data, are set out in the DPIA and other supporting documents which are available to REC Parties via the REC Portal and which is periodically reviewed by RECCo as Data Controller. Given this change also only impacts non-domestic customers the majority of data involved is not personal data.
EDF Energy Supplier	No. EDF strongly objects to the majority of the performance assurance reporting fields proposed as part of this change. EDF acknowledges that performance levels for this new process should be monitored to ensure it is consistently followed by relevant parties. However, the granularity of data collection proposed is extremely disproportionate, unnecessary, unduly onerous, and is not in line with	Thank you for your response. As per the R0155 workgroup Terms of Reference, the group's purpose was to discuss all possible solution options. The supplementary Performance Assurance

	the pragmatic approach agreed in the preceding workshops. We are disappointed that REC has not heeded this agreed approach when setting out the proposed PA requirements. Specifically, in the catalogue extract, the data proposed for the 'COO request with a switch MPXN data' and 'COO request without a switch MPXN data' categories are excessive and unnecessary. REC does not require this transaction level data to monitor supplier performance against the requirements of the processes, and in any case, does not need to obtain transaction level dataflow field information from suppliers, as this should be available to REC directly from DTS reporting. Similarly, suppliers should not be requested to provide data relating to tasks initiated or completed with SDEP. This platform is operated by REC, so it should have access to this level of reporting without any need for recourse to suppliers. EDF strongly objects to the inclusion of this transaction level data in the proposed change.	guide sets out the rationale behind the proposed approach. Please refer to the supplementary Performance Assurance guide that provides further details and explanations on the proposed PARC requirements, including the decision for suppliers to provide MPxN level data. We have also sought to simplify reporting to a single report to cover all scenarios in scope.
British Beer and Pubs Association Other (Trade Association)	**N/A**	
Business Energy Direct UK Ltd Other (TPI)	No escalation method for customers/3rd parties. Whilst I understand that customers would have ADR recourse under the energy ombudsman, not all companies exposed to COO's will have this recourse. TPI's may also be able to provide trends highlighting issues with certain suppliers, should such a method exist.	Thank you for your response. The escalation method for customers/third parties has been deemed out of scope for R0155, however, this may be addressed through existing REC Issue I0213.
ScottishPower Energy Retail Ltd Energy Supplier	As noted in the table above, we believe that the "COO Request with Switch MPXN Data" and "COO Request without Switch MPXN Data" reports should be removed in their entirety. We consider it	Thank you for your response. The Code Manager has explained in the supplementary R0155 Performance Assurance guide

	disproportionate to introduce MPxN-level reporting for the non-domestic Change of Occupier regime For simplicity, we believe that the "COO Request without Switch Aggregate Data" and "COO Request with Switch Aggregate Data" reports can be combined into one report. We propose that the combined report be renamed as the "Non-Domestic Change of Occupier Report" and refashioned as a quarterly report that provides the core information required for PA on the non-domestic CoO regime: the numbers of notifications/requests overall, those accepted, those rejected, those for which further information was requested and the average processing time to one of those outcomes, each for nondomestic Changes of Occupier with a Switch and without a Switch. We also consider it important that the report definition specifies "non-domestic" Changes of Occupier and notifications/requests that are "received within the reporting period". We also believe that the requests should be reframed as "nondomestic Change of Occupier notifications" and "non-domestic Switch Requests with a Change of Occupier", to match the actual processes at work. In addition, we believe that the definition should clarify that the decision on acceptance, rejection or further information is that of the reporting supplier. In line with our single-report proposal, we believe this report should cover its reporting period only. As set out in the table above, we believe that the PA reporting of the non-domestic CoO regime should match the provisions of the proposed Schedule. In particular, given that the Schedule covers three outcomes – accept, reject or request further information – the reporting measures should also reflect though outcomes. By contrast, they should not include matters such as cases awaiting action by the customer or their representative. Any PA reports should only request necessary information. We note with interest that the Retail Risk associated by the Code Manager with all four entries in the PARC extract provided as part of the draft legal text is Risk 8 "Delayed switching due to Supplier objecting to	document the purpose of requesting this data and at transaction level. Thank you for your suggestions. The Code Manager has revisited the information being requested as part of your response and has made a number of amendments based on your (and other) comments/suggestions. We have also provided further details regarding the rationale for the approach to and nature of data requested. The Code Manager has explained in the supplementary R0155 Performance Assurance guide document the data and the measurements. Thank you for your response. This point has been clarified in the supplementary document and will the Code Manager will update the retail risks to reflect this.

	a switch with Change of Occupier, thus resulting in negative consumer experience." We are somewhat bemused that this risk would be used as the basis to justify Performance Assurance reporting on non-domestic Changes of Occupier *without* a Switch. The suggestion is that no suitable risk exists for such PA reporting. In turn, the implication is that such PA reporting is not necessary. Separately, we note that the PARC extract provided as part of the draft legal text has a "Y" indicator under the "Domestic" heading. However, given the proposed solution relates only to non-domestic consumers, Performance Assurance under this Schedule should equally cover only non-domestic consumers. As a result, the indicator under the "Domestic" heading should be "N" in this case.	Thank you for bringing this to our attention. This was included in error and will be removed as part of an updated PARC.

Question 3.2:	Do you agree with the proposed re-qualification style review at the point of implementation whereby Parties will be required to respond to an Information Request to outline the steps taken to implement the required changes and provide evidence of their controls and oversight to ensure they meet their REC Requirements? Please provide rationale.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	Yes	Thank you for your response.
Drax Group plc Energy Supplier	We do not oppose this proposal and provided that we are afforded an adequate implementation period, we will be prepared to evidence our compliance with the new requirements including system and process controls.	Noted. Thank you for your response. The Code Manager will ensure an appropriate implementation period is provided. Further details of the proposed lead time will be made available in the Consultation Change Report that will be published in due course.

ENGIE Energy Supplier	Yes, provided this is not unduly onerous on suppliers. We agree that it is important for a big bang change of this nature which requires consistency of approach across, and communications between suppliers that an assessment of readiness should be made.	Thank you for your response. The Code Manager agrees that the reporting should be proportionate and not unduly onerous on suppliers. The Code Manager has set out our position, and rationale, further on these points in the supplementary R0155 performance assurance guide.
Citizens Advice Consumer Advocate	No comments.	
SSE Energy Supply Ltd Energy Supplier	No, We do not agree that PAB should conduct a 'implementation test, again this is resource intensive for suppliers to achieve in an already exceptionally resource intensive world. REC need to consider the impacts on suppliers, when we are already obligated to provide a substantial amount of reports to other codes. At the point of implementation, REC PAB will identify those suppliers who have not implemented the correct process and can apply the correct measures at that point, for those not performing, not provide suppliers that are performing, additional tests.	Should this change be implemented these processes would become under the scope of the REC. The REC Performance Assurance Schedule creates the remit for this, with more details set out in the Performance Assurance Methodology and Techniques document. Prior to this impact assessment we consulted with the PAB on the appropriate assurance approach given the significance of this work, who suggested use of this technique was proportionate.
Energy Ombudsman Other	N/A	
Centrica Energy Supplier	We are generally supportive of the general principal of a re-qualification style review. As previously described, the approach being proposed is in line with our current processes and controls that would be easily demonstrated at point of implementation. We see a direct benefit of ensuring this change is implemented to a consistent standard across suppliers, ensuring the needs of the problem statement are met.	Thank you for your response. The Code Manager understands the difficulty that a duplication of effort may bring on parties and will avoid this where possible. It is also possible for REC parties to submit their re-qualification sooner, if they so wish, to ease resource burden on their organisation.

	However, as all REC party members are obligated to complete an annual maintenance and qualification submission, there is a risk that a re-qualification style review introduces a duplication of effort	
EDF Energy Supplier	No. EDF does not support commencing the implementation of this change with a quasi-audit in the form of the information request as proposed. All energy suppliers are experienced at implementing complex regulatory change. Additionally, each supplier will be aware of our supply licence obligations to ensure we adhere to industry codes. It is redundant, and overreach, for REC to insist upon gathering unnecessary evidence from suppliers to demonstrate they will implement a mandatory REC process, in addition to standard monitoring. It is more likely that including such a step will add to the development burden and costs for suppliers and needlessly curtail resources better focused on implementing and operating the process itself. Given the strong objections we have set out elsewhere in this response to REC's proposed performance assurance reporting, we have significant concerns that REC will not approach this performance assurance review in a measured and pragmatic manner, and will instead disproportionately inflate the development burden for suppliers. If it wishes to proceed on this basis, we ask that REC set out exactly what grounds it would undertake such a request under, and provide a clear, robust rationale as to why it believes this step is necessary for this change.	Thank you for your response. The information being requested under the proposed performance assurance requirements have been based upon a discussion at, and recommendation by, the Performance Assurance Board. The supplementary R0155 performance assurance guide contains further details on the information being requested, including why the Code Manager believes this evidence is necessary. The Code Manager's rationale for this step of the change is based upon the importance of, and for, consumers, in line with the REC Mission Statement. The Code Manager believes that prevention of issues and difficulties is better for Consumers, and market participants, rather than attempting to fix these issues after they have occurred. Therefore, the performance assurance is targeting prevention as this will provide a better experience for Consumers.

British Beer and Pubs Association Other (Trade Association)	**N/A**	
Business Energy Direct UK Ltd Other (TPI)	n/a for a TPI	Noted.
ScottishPower Energy Retail Ltd Energy Supplier	We find it difficult to offer a considered view of this suggestion of "qualification" of suppliers under the non-domestic CoO regime, due to the limited amount of information provided by the Code Manager. It is seemingly a novel concept which the Code Manager seeks to introduce. While this suggestion is mentioned in the Change Report in summary fashion, no detailed proposals have been provided for this impact assessment. Based on the information available, we are not convinced that a mechanism of this scope and intensity is warranted or proportionate for this proposal. We see no rationale for including the non-domestic CoO regime within the Maintenance of Qualification for suppliers.	Thank you for your response. Detailed proposals were provided with the extracted PARC and Service Provider Impact Assessment overview within the Party IA request. The Code Manager has provided further details are provided within the Change Report – please refer to the guidance document. The Code Manager is aware that a similar concept has been used previously, particularly within the MHHS programme for suppliers, and believe this is also the correct concept for R0155. Please also refer to the R0155 performance assurance guide for further information on the performance assurance proposals, including explanations around the proportionality.

Question 3.3:	Would the proposed requalification style review, provide any positive or negative impacts to your organisation and/or any additional costs? Please provide details.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	No	Thank you for your response.

Drax Group plc Energy Supplier	We would incur limited resource costs to collate evidence of the steps taken to be compliant.	Noted. Thank you for your response.
ENGIE Energy Supplier	If implemented constructively a re-qualification style approach would benefit suppliers in providing them with assurance that they were ready to operate under the new arrangements. In the absence of such a process it would be reasonable to expect that suppliers would incur costs in testing these new processes and systems in any case, and provided the re-qualification aligns with this there should not be a material cost burden.	Noted. Thank you for your response.
Citizens Advice Consumer Advocate	N/A	Thank you for your response.
SSE Energy Supply Ltd Energy Supplier	We believe this approach would have a negative impact on our organisation due to the additional resource which would need to be required to provide this information. We previously disagreed with the approach suggested under R0037 as stated then 'The vires of the Performance Assurance is to ensure we are following our obligated processes' this does extend to PAB implementing new processes requesting we provide documentation to show we have implemented those. Monitoring of a suppliers performance can be completed after implementation and therefore we do not believe this review should be implemented.	Thank you for your response. We note your comments on additional resource. The Code Manager has considered the proportionality of the requirements and have set out the explanation and justification for these in the supplementary R0155 performance assurance guide. The outcome and compliance set by Performance Assurance is in line with the responsibilities set in Code, including in Schedule 6 – Performance Assurance. The Code Manager believes there are tangible benefits to completing the re-qualification style approach, including providing suppliers assurance that they are ready for the new non-domestic CoO arrangements, and prevents the new of testing these new processes and systems

		which would increase the costs incurred by suppliers.
Energy Ombudsman Other	N/A	Thank you for your response.
Centrica Energy Supplier	The proposed requalification style review would have minimal impact to our organisation and would not generate additional costs.	Noted. Thank you for your response.
EDF Energy Supplier	Please see our answer for 3.2. The proposed performance assurance review is unnecessary and disproportionate, and will inflate cost and development burden for suppliers.	Noted. Please see the Code Manager comments in response for 3.2.
British Beer and Pubs Association Other (Trade Association)	**N/A**	Thank you for your response.
Business Energy Direct UK Ltd Other (TPI)	n/a for a TPI	Noted.
ScottishPower Energy Retail Ltd Energy Supplier	We cannot assess the potential costs of this “qualification” mechanism for suppliers under the nondomestic CoO regime until further details are provided. Based on the information available, we do not see sufficient additional benefit, beyond the Schedule and PA reporting, to justify its adoption.	Thank you for your response. Please see the supplementary R0155 performance assurance guide document that has been provided alongside the Code Manager comments. This document provides further details on the benefits of these proposal and further explanations on the information provide and the processes to follow.

Question 3.4:	Would the proposed Performance Assurance reporting requirements provide any positive or negative impacts to your organisation and/or any additional costs? Please provide details.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	The adaptation of current workflow and processes to capture information, along with the development of reporting to meet requirements would have an impact and associated cost.	Noted. Thank you for your response. This will be considered during the business case assessment as part of the Change Report ahead of consultation. We would expect that Parties would also need to capture information for their own Management Reporting and Monitoring Controls as part of internal governance activities to manage their compliance with a Code requirement.
Drax Group plc Energy Supplier	We would incur resource costs to develop new reports in response to RECCo requirements. As detailed in our answer to question 1.8, we'd also expect to incur costs to update our systems to ensure we are recording and able to report on all data fields requested as part of the PARC.	Thank you for your response. Please see Code Manager comments for 1.8. Further, please note that following the impact assessment an updated, simpler PARC, will be provided. The explanations for this revised reporting and further details of the risk we intend to monitor can be found in the supplementary R0155 performance assurance guide. We would expect that Parties would also need to capture information for their own Management Reporting and Monitoring Controls as part of internal governance activities to manage their compliance with a Code requirement.

ENGIE Energy Supplier	As written in the proposal, there would be negative impacts. See responses 3.1, 3.5 and 3.7.	Thank you for your response. Please refer to the Code Manager comments for responses to 3.1, 3.5 and 3.7.
Citizens Advice Consumer Advocate	N/A	Thank you for your response.
SSE Energy Supply Ltd Energy Supplier	As we answered in Q3.1, any additional reporting will have a negative impact on our business due to the additional resource which will be required to carry out such reporting and uploading the reports onto the portal. With the various validation errors which we encounter on a monthly basis (sometimes having to reload a document over 30 times) we do not see that this will be of benefit.	Thank you for your response. Please see the Code Manager comments for question 3.1. Please also note that following the impact assessment an updated, simpler PARC, will be provided. The explanations for this revised reporting and further details of the risk we intend to monitor can be found in the supplementary R0155 performance assurance guide.
Energy Ombudsman Other	N/A	
Centrica Energy Supplier	Whilst the proposed performance assurance reporting requirements would not cause any positive or negative impacts to our organisation or create an additional cost burden; we retain our position on that matter that clarity needs to be provided on the provision of reporting to the Retail Energy Code. The performance assurance reporting is not in line with the level of detail we provide to the RECCo, and we would consider onerous for this change. Data protection considerations are also required when more customer data is being requested than RECCo currently receives.	Thank you for your response. The Code Manager has provided further detail and rational on use of data at MPXN level in the supplementary R0155 performance assurance guide document. Schedule 6 – Performance Assurance – clearly sets out the requirement for Performance Assurance and for the Provision of Data as set out in the PARC. Details of the arrangements for the secure collection and processing of data, including but not limited to personal data, are set out in the DPIA and other supporting documents which are available to REC Parties via the REC Portal and which is periodically reviewed by RECCo

		as Data Controller. Given this change also only impacts non-domestic customers the majority of data involved is not personal data.
EDF Energy Supplier	The proposed performance assurance reporting requirements are unacceptable. The granularity of data collection proposed is disproportionate, unnecessary, unduly onerous, and is not in line with the pragmatic approach agreed in the preceding workshops. Specifically, in the catalogue extract, the data proposed for the 'COO request with a switch MPXN data' and 'COO request without a switch MPXN data' categories are excessive and unnecessary. REC does not require this transaction level data to monitor supplier performance against the requirements of the processes, and in any case, does not need to obtain transaction level dataflow field information from suppliers, as this should be available to REC directly from DTS reporting. Similarly, suppliers should not be requested to provide data relating to tasks initiated or completed with SDEP. This platform is operated by REC, so it will have access to this level of reporting without any need for recourse to suppliers. EDF strongly objects to the inclusion of this transaction level data in the proposed change.	Thank you for your response. Following the impact assessment an updated, simpler PARC, will be provided. The explanations for this revised reporting and further details of the risk we intend to monitor can be found in the supplementary R0155 performance assurance guide. This should increase the proportionality, and reduce any unnecessary steps, or onerous procedures, for suppliers. Please also refer to previous Code Manager comments in Section 3 regarding the MPxN data. We would expect that Parties would also need to capture information for their own Management Reporting and Monitoring Controls as part of internal governance activities to manage their compliance with a Code requirement.
British Beer and Pubs Association Other (Trade Association)	**N/A**	Thank you for your response.
Business Energy Direct UK Ltd Other (TPI)	n/a for a TPI	Thank you for your response.

ScottishPower Energy Retail Ltd Energy Supplier	As stated in our response to Question 3.1, we believe that the PA reporting requirements under the non-domestic CoO regime, should this proposal ultimately be progressed in its current form, should be revised so that they are proportionate to the regime. Were the requirements to remain unchanged, we believe that they would be disproportionate and any benefits would not be sufficient to justify them.	Thank you for your response. Please see the Code Manager's previous comments to your responses in Section 3, particularly Question 3.1. We would expect that Parties would also need to capture information for their own Management Reporting and Monitoring Controls as part of internal governance activities to manage their compliance with a Code requirement.

Question 3.5:	Do you agree with the proposed centralised reporting requirements? Please provide rationale and any further comments you may have on the centralised reporting.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	We recommend aggregated data rather than line level MPXN data.	Thank you for your response. Please see the Code Manager comments in response to question 3.1, and the supplementary R0155 performance assurance guide that sets out the decision on MPXN level data.
Drax Group plc Energy Supplier	It is unclear from the documents published as part of this impact assessment what the 'proposed centralised reporting requirements' are, therefore, we do not feel qualified to comment.	Please find further details on the requirements in the supplementary R0155 performance assurance guide that has been published alongside the Code Manager comments.
ENGIE Energy Supplier	We feel that more clarity is needed on the central reporting requirements. In particular, the use of the COT flag is questionable as this indicator is not universally used by suppliers. One of the original process concerns raised in 2023 was "Lack of mandatory requirement	Thank you for your response. The Code Manager has provided further clarity in the supplementary R0155 performance

	to set CoT flag to 'True' in the non-domestic market - leading to lack of quality data for performance assurance" – as R0155 does not address this issue it is likely that any central reporting will offer only partial insights and would not be a reliable basis for performance assurance.	assurance guide that has been published alongside the Code Manager comments.
Citizens Advice Consumer Advocate	Yes, we believe that these centralised reporting requirements will provide sufficient overview of how suppliers are progressing change of tenancies when there is a switch of suppliers	Noted. Thank you for your response.
SSE Energy Supply Ltd Energy Supplier	We completely agree with centralised reporting as the burden would be taken away from suppliers, any centralised function which will reduce the impact on suppliers will be welcomed.	Noted. Thank you for your response.
Energy Ombudsman Other	N/A	Thank you for your response.
Centrica Energy Supplier	We believe this process would need its own work queue or a manual work around/interim solution, until sufficient development has been made within SDEP, to cater for this process. This would then enable sufficient reporting capabilities that would be required for this change and centralised reporting requirements	Thank you for your response. Please see the Code Manager comments on SDEP in section 2. Please also see the supplementary R0155 performance assurance guide that has been published alongside the Code Manager comments for further information.
EDF Energy Supplier	No, EDF does not agree with the proposed reporting requirements. The granularity of data collection proposed is disproportionate, unnecessary, unduly onerous, and is not in line with the pragmatic approach agreed in the preceding workshops. Specifically, in the catalogue extract, the data proposed for the 'COO request with a switch MPXN data' and 'COO request without a switch MPXN data' categories are excessive and unnecessary. REC does not require this transaction level data to monitor supplier performance against the requirements of the processes, and in any case, does not need to obtain transaction level dataflow field	Thank you for your response. Please see the Code Manager comments for your response to question 3.4.

	information from suppliers, as this should be available to REC directly from DTS reporting. Similarly, suppliers should not be requested to provide data relating to tasks initiated or completed with SDEP. This platform is operated by REC, so it should have access to this level of reporting without any need for recourse to suppliers. EDF strongly objects to the inclusion of this transaction level data in the proposed change.	
British Beer and Pubs Association Other (Trade Association)	**N/A**	Thank you for your response.
Business Energy Direct UK Ltd Other (TPI)	n/a for a TPI	Thank you for your response.
ScottishPower Energy Retail Ltd Energy Supplier	We do not know what the “centralised reporting requirements” are, as this terminology is not used in either the draft legal text or the Change Report. In line with our responses to Question 3.2 and 3.3, we cannot assess such requirements until further information is provided on such proposals.	Thank you for your response. The Code Manager has provided further clarity in the supplementary R0155 performance assurance guide that has been published alongside the Code Manager comments. The Code Manager will ensure further details will be provided in the Change Report that will be published alongside the upcoming Consultation.

Question 3.6:	Do you agree with the proposed self-reporting requirements? Please provide rationale and any further comments you may have on self-reporting.	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	We recommend aggregated performance for CoO performance rather than line level MPXN detail. The reporting requirements refer to average and maximum times for CoO processing. This should be changed to average and maximum processing times for CoO documentation as this is in line with the proposed changes.	Thank you for your response and suggestion. Please see previous Code Manager comments on MPXN data detail, and the supplementary R0155 performance assurance guide. Please note that the Code Manager is interested in both whether Suppliers are meeting the obligations in the Schedule, as well as if the obligations in the Schedule effectively deliver customer outcomes. This means that both the processing and end to end times are relevant information. The Code Manager differentiates between action taken when non-compliance is identified and when customer outcomes are not delivered.
Drax Group plc Energy Supplier	It is unclear from the documents published as part of this impact assessment what the 'proposed self-reporting requirement' are, therefore, we do not feel qualified to comment.	Thank you for your response. Please see the R0155 performance assurance guide for further information on the reporting requirements.
ENGIE Energy Supplier	See response to 3.1	Please see Code Manager comments for 3.1
Citizens Advice Consumer Advocate	Yes, we believe that the proposed self-reporting requirements will be sufficient to address concerns we raised previously about Change of Tenancies where a switch of supplier does not occur. The proposed	Noted. Thank you for your response.

	self-reporting requirements will provide a good level of overview as to how suppliers are handling Change of Tenancies, whether they are able to process them within the proposed 10-working day timeline, and whether standards for evidence have been met	
SSE Energy Supply Ltd Energy Supplier	We do not agree with the self-reporting element of the proposal. Should REC continue with the proposed reports under the PARC, REC will have all the elements of information they require to assess that the process is working and that the supplier is working within the remit of their obligations.	At present, there is no centralised reporting for CoO without a Switch, or on the time taken to process and respond to provided evidence of a CoO. Therefore, all elements of required information are not currently available. The proposed PARC changes seek to address this.
Energy Ombudsman Other	N/A	Thank you for your response.
Centrica Energy Supplier	We have no further comment, other than what we have previously commented on relating to self-reporting requirements.	Noted. Thank you for your response.
EDF Energy Supplier	No comments.	Thank you for your response.
British Beer and Pubs Association Other (Trade Association)	**N/A**	Thank you for your response.
Business Energy Direct UK Ltd Other (TPI)	n/a for a TPI	Thank you for your response.
ScottishPower Energy Retail Ltd Energy Supplier	In line with our responses to Question 3.2 and 3.3, we cannot assess the "self-reporting requirements" until further information is provided on their proposed structure, scope, content and timescales.	Please see Code Manager comments for question 3.2 and 3.3, and the R0155 performance assurance guide for further information on the reporting requirements.

Question 3.7:	Do you have any further comments on the proposed Performance Assurance requirements and approach?	
RESPONDENT DETAILS	**RESPONSE**	**CODE MANAGER COMMENTS**
Brook Green Supply Limited Energy Supplier	No, beyond the recommendation to move to aggregated level reporting, rather than MPXN line level and the clarity on reporting performance against the 10 working day document review SLA.	Thank you for your response. Please see the Code Manager's responses to previous questions and comments around the aggregated level reporting.
Drax Group plc Energy Supplier	We have no further comments	Thank you for your response.
ENGIE Energy Supplier	We do not feel the reporting as currently described is sufficient to underpin robust performance assurance for COOs and needs more explanation and potentially development.	Noted. Thank you for your response. Please see the supplementary document provided by the Code Manager that provides further explanation of the procedure, and rationale, of the performance assurance proposal for this Change.
Citizens Advice Consumer Advocate	No further comments	Thank you for your response.
SSE Energy Supply Ltd Energy Supplier	Not at this time.	Thank you for your response.
Energy Ombudsman Other	N/A	Thank you for your response.
Centrica Energy Supplier	We have no further comments on the proposed performance assurance requirements, in addition to what has been described within our responses throughout section 3.	Noted. Thank you for your response.
EDF Energy Supplier	EDF strongly objects to the majority of the performance assurance reporting fields proposed as part of this change.	Thank you for your response. Please see the Code Manager comments for your response to question 3.4.

	EDF acknowledges that performance levels for this new process should be monitored to ensure it is consistently followed by relevant parties. However, the granularity of data collection proposed is disproportionate, unnecessary, unduly onerous, and is not in line with the pragmatic approach agreed in the preceding workshops. We are disappointed that REC has not heeded this agreed approach when setting out the proposed PA requirements. Specifically, in the catalogue extract, the data proposed for the 'COO request with a switch MPXN data' and 'COO request without a switch MPXN data' categories are grossly excessive and unnecessary. REC does not require this transaction level data to monitor supplier performance against the requirements of the processes, and in any case, does not need to obtain transaction level dataflow field information directly from suppliers, as this should be available to REC directly from DTS reporting. Similarly, suppliers should not be requested to provide data relating to tasks initiated or completed with SDEP. This platform is operated by REC, so it should have access to this level of reporting without any need for recourse to suppliers. EDF strongly objects to the inclusion of this transaction level data in the proposed change.	
British Beer and Pubs Association Other (Trade Association)	Although not directly relevant to our members, we are supportive of proposals that hold energy suppliers to account and in this case who should be expected to report back on the framework of the proposed solution and to help ensure that the new processes are being followed. We would however be interested to understand how suppliers who fail to meet their obligations in this way will be held to account.	Thank you for your response. Please refer to the supplementary performance assurance document that has been provided alongside the Code Manager's comments that provides further understanding of how the performance assurance will ensure accountability on suppliers.

Business Energy Direct UK Ltd Other (TPI)	n/a for a TPI	Thank you for your response.
ScottishPower Energy Retail Ltd Energy Supplier	We note that, in the Impact Assessment Request, the Code Manager identifies several dependencies related to the Performance Assurance reporting under the non-domestic CoO regime proposal. In particular, R0155.IA.D003 states that "If R0137 [Introducing Third Party Intermediary (energy broker) assurance and accreditation] is approved, reporting requirements for R0155 should ensure it allows reporting by TPIs as part of risk monitoring." We do not understand what "reporting by TPIs" means in the context PA reporting by suppliers. We see no correlation between R0137 and R0155 and we not believe that any eventual PA reporting for one proposal should influence that for the other.	R0137 includes changes to provide data on TPI involvement in switches. We have considered how best to get information for both these changes, noting that for both there are obligations on the Supplier, as well as a risk to the Supplier relating to possible inappropriate behaviour of TPIs. We always aim to minimise the total impact on Energy Suppliers, and if R0137 proceeds we will be provided some of the information we require. Our proposed PARC takes this into account, and forms a data request that would be appropriate if R0155 is implemented with or without R0137. More details are outlined in the Supplementary Performance Assurance document.,"

Additional Comments on R0155 submitted to the Code Manager via Email		
RESPONDENT DETAILS	**RESPONDENT COMMENTS**	**CODE MANAGER COMMENTS**
Energy UK Trade Association	While Energy UK's members may choose to send you their individual direct and detailed responses, we would like to make the following high-level points about the reporting. We urge you to give these points very careful consideration to bring about the best outcomes in a process that is intended to work smoothly and efficiently for the ultimate benefit of non-domestic customers. Energy UK's key asks for reporting are as follows: • Assurance reports should be proportionate and focused on monitoring the implementation of R0155 only. • Assurance should be industry wide, with data returns at aggregate level rather than MPAN level to address GDPR challenges. • Data should only be requested where the REC does not already have access through existing reports or via industry flows to minimise the administrative burden on REC and suppliers. • REC should commit (in writing) to review the necessity and approach to ongoing assurance, with any extension of initial assurance reporting subject to industry consultation. • The request should be limited to non-domestic customers only, as R0155 does not apply to domestic customers.	Thank you for your responses, many of these are addressed in the above comments from other parties but for completeness: • Assurance Reporting requirements have been updated and we have outlined the rationale for our reporting requirements in the supplementary document provided. • Assurance processes will apply to all impacted Suppliers, we have continued to propose to collect data at MPxN data level and further detail on the rationale for this is included in the supplementary document provided. All Performance Assurance reporting is considered for personal data implications and a DPIA and other materials is available via the REC Portal for parties and is periodically reviewed by RECCo as Data Controller. • We agree, and have set out why additional data collection is required in the supplementary document. • The Code Manager reviews each of the Performance Assurance Framework products at least annually.

	• The request should avoid duplication with existing reports e.g. REC switching and/or planned reports e.g. Ofgem market monitoring RFIs. • Before starting reporting, REC should clearly define the intended outcomes of assurance, and the metrics used to evaluate supplier performance. These criteria should be transparent and communicated in advance to ensure suppliers understand their position. • REC should on an ongoing basis share aggregate industry wide monitoring with suppliers in the same format as shared with Citizens Advice and Ofgem.	This includes both review of the risk register and the Performance Assurance Report Catalogue. The REC PAB then approve any changes, and where relevant can require that changes are consulted upon. We do not consider the changes R0155 may bring would impact these or require any specific additional consultation requirements • We agree and this has been clarified to apply only for non-domestic customers. • We have sought to avoid duplication with REC Performance Assurance Reporting. RECCo and the REC Performance Assurance processes are separate to Ofgem and for the avoidance of doubt we do not receive access to reporting provided by Parties to Ofgem (nor does Ofgem obtain access to data submissions to REC Code Manager, although some output reporting is provided to the Authority as required by Code). • We have provided details on our proposed measures and the associated risks in the supplementary document provided. The information shared with organisations is specific to their role. We share with each REC Party the information we use to assess their performance, but the performance of

		others is not routinely shared at this level of detail. We share market wide information with the REC PAB including the opportunity to drill down into information at an organisation level. Ofgem have access to this information as they can attend the REC PAB. In some specific circumstances when approved by the REC PAB we share peer comparison data with other organisations of a similar role. This includes for example the erroneous switch peer comparison and annual rating. We do not share data on REC Parties' performance that REC Parties do not already have access to or that REC Parties have not been made fully aware of.
SEFE Energy Supplier	Regarding 2.2 2.2b - Who are we notifying? Is it the *existing* Customer (if so, do they need to know?) &/or the party that has notified us of a Potential Change of Occupier? – is that the *Customer* or is it the party that notified e.g. on behalf of the customer? General comment - Is it the *Customer* generally or is it better to say the *Proposed New Occupier*/*Customer* to distinguish? 2.2. - Should this be a must as opposed to shall noting wording elsewhere? General comment - 2.2 should be subject to 2.3 as it's a must 2.4 - Is it clear that written communication includes email	Thank you for your comments. The Schedule sets out the minimum requirement. Suppliers can update others if they wish. The drafting has not been changed as Customer / Consumer as may be the current / old occupier so not always the new Customer / Consumer. Drafting has not been updated and it is clear in the Schedule and the guidance that written communication is as per the SLC so includes email.

	There is a paragraph in the change document that does refer to email but this does not appear in the legal text for some reason. *This would take place by writing to whoever submitted the evidence (either the Consumer or a TPI). This can also be completed via email if an email address is available* 2.4 – Why is 2.2 (a) not included? This does conflict with the process diagram so it they want confirmation it has been accepted this needs to be changed. 2.4 - Do we define what is appropriate authority i.e. subject to an LOA etc. 2.6. - Proposed changes below - It is acknowledged that, where there has been a Change of Occupier, a deemed supply contract with the incoming Consumer will initially apply under the Electricity Act and/or the Gas Act (as applicable). The arrangements consequences in respect of the outgoing Consumer will be governed by the relevant Energy Supply Contract between the Energy Supplier and the outgoing Consumer. 3.6 - What if a bilateral agreement cannot be achieved? Should it say "*agreed bilaterally* which cannot be unreasonably withheld…." 3.7 - Check *paragraph 3 of the Resolution of Consumer-Facing Switching and Billing Problems Schedule.*	Thanks for your comment. The process diagram is included in the guidance and will be updated This is not included as it is for suppliers to determine on a case by case basis. This has not been included as a deemed contract does not apply initially in all circumstances. The Code Manager notes that the REC does not cover supplier billing requirements as these are set out in the SLC and their own T&C. Bilateral agreement has been removed. The use of SDEP will be mandated with this Schedule. The Code Manager notes that

	3.8 - Check *in accordance with paragraph 3 of the Resolution of Consumer-Facing Switching and Billing Problems Schedule.* paragraph 3 of the Resolution of Consumer-Facing Switching and Billing Problems Schedule covers the processes if a query raised in SDEP and the escalation process if not responded to. So this would apply the same rules as other SDEP queries. For those of us who do not use SDEP does this create any issues? 3.9 – Is this not *for the avoidance of doubt* not *clarity*? Annexe 1 General: The preamble is rambling – what is it trying to say succinctly – "*Whilst Suppliers are required to have due regard to the examples as set out in Appendix 1 this is not necessarily prima facia evidence of a Change of Occupier and the Supplier will, in their sole discretion, determine if sufficient evidence has been provided to reasonably demonstrate that a Change of Occupier has occurred*" General: Is the table both Summary & Guidance – noting some of the statements - Are they not: *Examples of evidence that may be provided to demonstrate to the relevant Energy Supplier that a Change of Occupier may have occurred*	SDEP is the REC secure means of sharing data. If suppliers are not using it, they need to consider the GDPR and Performance Assurance implications. Not updated as does not change the meaning. The REC is set out in Plain English. This Schedule specifically has been written in a a way to allow anyone (including Consumers, TPIs) to be able to read and understand. This has lead to some additional detail, duplication but it was a conscious decision to draft it this way. Guidance document to be provided with Consultation that will set out further examples.

	What seems to be missing from the IA at this point is Further examples of supporting evidence that may be used are outlined in the **supplementary guidance document(s) published by RECCo.** Under Contractual right or licence – we use the word "*crucial*" is it the correct word? Under Contractual right or licence – we say the same considerations apply (what considerations…) – should this be "*see Lease above"* Under Lease/Tenancy Surrender – should the same proviso of - unless the tenant is the same entity which previously occupied the property (under a previous lease) apply or does the break in arrangements negate this i.e. Occupier A to Landlord B and back to Occupier A	Agreed and updated No – it was meant to name the exact name of the document is not important but that the definition applies to all of this type. Noted – this is set out in the Guidance document as this directly ties in with each Supplier's terms & conditions so is not within the scope of the new Schedule.