RETAIL ENERGY CODE

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CHANGE PANEL

TERMS OF REFERENCE

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

Version	Status	Publication Date	Reason for Change
0.1	Draft		Initial draft of document
0.2	Draft		Updated following RECCo comments
0.3	Draft		Updated following RECCo comments
1.0	Final	7 May 2021	Published
1.1	Final	04 November 2022	Updated as part of Change Proposal R0036
1.2		TBC	Updated as part of Change Proposal R0166

1 ESTABLISHMENT AND ROLE

1.1 RECCo shall establish the REC Change Panel as required by the Change Management Schedule of the REC.

1.2 The Change Panel shall discharge the functions and responsibilities assigned to it by the REC, in particular the Change Management Schedule, or otherwise required by RECCo. These functions and responsibilities will include:

- Approval of Change Plans (including Terms of Reference and timetable) for the development of required REC Change Proposals;
- Receive preliminary Change Reports from the Code Manager and confirm the plan for consultation;
- Vote to approve or reject (or recommend approval of rejection to the Authority, where relevant) REC Change Proposals, taking into account the recommendation of the Code Manager; and
- Consideration of issues escalated to the Change Panel by its sub-committees including the Metering Expert Panel~~,~~ and Technical Expert Panel ~~and Green Deal Panel~~.

1.3 To enable the Change Panel to fulfil its functions and responsibilities, the RECCo Board shall delegate certain of its own powers, rights or responsibilities assigned to it by the REC, as further described in these Terms of Reference.

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2 COMPOSITION OF THE PANEL AND APPOINTMENT OF MEMBERS

MEMBERS

2.1 Change Panel members who are REC Party nominees shall be appointed by the Code Manager following a nomination and selection process. The Code Manager will give regard to the guidance of the RECCo Nominations Committee with respect to management of appointments.

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

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

REC Party Nominations

- One member nominated by REC Parties representing domestic Gas Suppliers and/or Electricity Suppliers;
- One member nominated by REC Parties representing non-domestic Gas Suppliers and/or Electricity Suppliers;
- One member nominated by REC Parties representing Gas Network Operators;
- One member nominated by REC Parties representing Electricity Network Operators; and
- One member nominated by REC Parties representing Meter Equipment Managers.

Other voting members

- One consumer representative, being either an employee or a nominee of Citizens Advice or Citizens Advice Scotland; and
- Three independent Subject Matter Experts who shall be appointed by RECCo for this purpose.

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

- The Change Panel Chair ('the Chair');
- The Code Manager;
- The Change Panel Secretary (to the extent that the Code Manager and the Change Panel Secretary are different); and
- One member nominated by Green Deal Users to provide input where there are relevant agenda items tabled.

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

2.6 It is not anticipated that Change Panel members will require access to any confidential information in the carrying out of their duties and functions.

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

- Their resignation has been submitted in writing to the Change Panel Secretary;
- They have reached the end of their tenure, being no longer than two years from initial appointment; or
- They are removed by the RECCo Board in accordance with 2.11.

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

2.9 The Code Manager will endeavour to stagger the tenure of REC Party nominees and RECCo appointments so that as far as practicable no more than half of the Change Panel will be replaced in a given calendar year.

2.10 The Change Panel member appointed as the consumer representative shall remain in office until:

- Their resignation has been submitted in writing to the Change Panel Secretary;
- They are removed by the RECCo Board in accordance with 2.11.

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

CHAIR

2.12 The Chair will be appointed by RECCo from time to time, being either an existing employee of, or contractor to, RECCo, or recruited specifically for this purpose.

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

2.14 If the Chair is unable to be present at a meeting, a member of the RECCo executive will act as their alternate.

SECRETARY

2.15 Unless otherwise determined by the RECCo Board, the Code Manager shall act as Secretary to the Change Panel.

ALTERNATES

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

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

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

2.19 If a Change Panel member will be absent from all or of part of a meeting the Change Panel Secretary will invite their Alternate to attend in their stead.

2.20 All aspects of these Terms of Reference will apply to the Alternate as if they were a Change Panel member until such time as the original Change Panel member becomes available to

resume their position.

INDEMNITY AND LIABILITY

2.21 RECCo shall indemnify all Change Panel members in accordance with Clause 8 of the REC.

EXPENSES

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

2.23 Any query or dispute over the validity of an expenses claim under 2.22 shall be determined by the Change Panel Chair and shall be final and binding.

3 CONFLICT OF INTEREST

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

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

4 POWERS AND FUNCTIONS OF THE CHANGE PANEL

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

5 PROCEEDINGS OF THE CHANGE PANEL

MEETINGS

5.1 Meetings of the Change Panel shall be held at least once a month, and usually twice per month, whether in person (by exception) or by video/teleconference.

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

5.3 If a matter arises requiring the immediate attention of the Change Panel which cannot reasonably await the next scheduled meeting, an extraordinary Change Panel

may be convened by the Chair. Such meeting would be held by video/teleconference at not less than five (5) working days' notice.

ATTENDANCE BY NON-~~METERING EXPERT~~ CHANGE PANEL MEMBERS

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

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

QUORUM

5.5 Any matter placed on the agenda of a scheduled meeting and with sufficient notice may be determined at that meeting irrespective of whether it is quorate, with the exception of determination under Clause 20 of the Change Management Schedule.

5.6 Determinations and recommendation under Clause 20 of the Change Management Schedule will not be made unless the meeting is quorate, to include at least three REC Party members, and two RECCo appointees.

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

VOTING

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

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

5.10 The Secretary shall ensure that within five (5) working days of each meeting that all discussions are minuted (including any determinations and failure to make any determinations) and that such draft minutes are to be distributed to only Change Panel members and any other persons present at the meeting (or part thereof) for approval. Any comments on the accuracy of the draft minutes shall be returned to the Secretary no less than five (5) working days before the next scheduled meeting of the Change Panel, at which they will be formally approved. In the absence of any further meeting taking place within five (5) calendar weeks of the minuted meeting, the minutes may be accepted as final by the Chair, having taken into account any comments received by the Secretary.

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

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

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

6 CONDUCT

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

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

7 AUTHORITY OF THE RECCO BOARD

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