

July 2021

A large, stylized graphic element on the right side of the page. It consists of a thick, curved line that starts as a light blue arc at the top and transitions into a red arc at the bottom, resembling a stylized 'C' or a swoosh. This graphic partially overlaps the 'C' in the 'SMICoP' text.

S M I C o P

*smart metering installation code of practice*

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## DEFINITIONS

### Glossary of Terms

Other terms which are undefined in the Code take the same meaning as in the SLCs.

“Alternative Display” means an alternative to an In-Home Display which may be and/or is (as the case may be) provided by the Supplier to the Customer pursuant to and in accordance with an Alternative Display Direction;

“Alternative Display Direction” means a direction given by the Secretary of State to the Supplier under paragraph 40.10 of standard licence condition 40 of the Supplier's electricity supply licence and/or paragraph 34.12 of standard licence condition 34 of the Supplier's gas supply licence (as the case may be).

“AMICoP” means the Approved Meter Installer Code of Practice. The AMICoP relates to the requirements for meter installations;

"Articles of Association" means the Articles of Association of the Company, as adopted by special resolution and passed on 14 August 2014 and amended from time to time in accordance with its provisions.

“the Authority” means the Gas and Electricity Market Authority;

"BEIS" means the Department of Business, Energy and Industrial Strategy;

"Change Request" means a request raised by any party authorised to do so in accordance with Clause 2.2 of section B for a change to be made to the Code, as submitted to the Code Administrator for the purposes of progressing the request through the Change Management Process set out in Clause 2 of Section B.

“Citizens Advice” means the National Association of Citizens Advice Bureaux

“Citizens Advice Scotland” means the Scottish Association of the Citizens Advice Bureaux

“Code” means this Code of practice for the installation of Smart Metering Systems as required by the gas and electricity supply licence conditions;

“Code Auditor” means the entity procured by SMICoP Ltd to independently audit SMICoP Members in accordance with Clause 3.3;

"the Company" means SMICOP Limited (Company Number 91361180)

“Customer” means the person(s) occupying the premises where the Smart Metering System is to be installed, or who is a responsible adult with suitable authority to allow access to the premises;

“Data Guide” means to provide a Customer with information about what data is collected from smart meters and what that the information will be used for and sets out the rights and choices that apply to the Customer in relation to smart metering information;

“Domestic Customer” means a Customer at premises at which a supply of electricity or gas is taken wholly or mainly for a domestic purpose and “domestic premises” is to be construed accordingly, except where that premises is a Non-Domestic Premises;

“Domestic Customer Survey Reports” means the published reports as detailed in Section 3.5.3

“Domestic Supplier” means a Supplier that is entitled to supply electricity and/or gas to Domestic Premises by virtue of Section B of the standard conditions of its electricity and/or gas supply licence having effect in accordance with standard condition 3 of that licence;

“Energy Efficiency Guidance” means provision of information (on behavioural changes, and generic goods, services or building changes) which for (a) a Domestic Customer is tailored, and (b) for a Micro-Business Customer is tailored to the extent that it is reasonably possible and practicable to do so in the relevant circumstances, to reflect the circumstances of the case, whether known prior to or observed or learned during the installation visit and including (without limitation) the particular attributes of the Customer's premises and the existing behaviours of the Customer with regard to the use of electricity and/or gas, that could assist the Customer in making informed judgements about the way they can improve the efficiency with which they use their electricity and/or gas;

"Group" has the same meaning given to it in the Articles of Association

“HAN” means the Home Area Network related to the Smart Metering System;

“Holding Company and Subsidiary” mean a "holding company" and "subsidiary" as defined in section 1159 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in subsection 1159(1)(b) and (c), as a member of another company even if its shares that other company are registered in the name of (a) another person (or its nominee), by way of security or in connection with the taking of security, or (b) its nominee.

“IHD” means the In Home Display. It is an electronic device, linked to a smart meter, which provides information on a Customer's energy consumption. For the avoidance of doubt an Alternative Display is not an IHD;

“Installation Appointment” means a band of time agreed with the Customer for the purpose of installing a Smart Metering System;

“Installation Visit” means a visit to a Customer’s premises for the purpose of installing, or completing the installation of, a Smart Metering System or any part thereof;

“Installer” means any individual authorised by a Member who represents a Member for the purposes of installing a Smart Metering System in Domestic and Micro Business Customers’ premises;

“Interoperability” means the ability of diverse systems; devices or organisations to work together (interoperate);

“Large Supplier” means a Supplier with at least 250,000 electricity Customers, or at least 250,000 gas customers;

"Licensee" means any person authorised to supply electricity or gas, as defined in the Electricity Act 1989, and Gas Act 1986;

“MAMCoP” means the Meter Asset Managers Code of Practice. The MAMCoP specifies the requirements for all stages of the gas meter installation's life;

“Marketing” means any onsite activity by the Member in the presence of the Customer (or any other person of the premises) promoting the provision of any goods or services<sup>1</sup> as defined in the supply licence condition<sup>2</sup>;

“Member or Members” means an organisation(s) signed up to adhere to this Code;

“Micro Business Customer” means a Non-Domestic Customer which meets one of the following criteria: Consumes less than 293,000kWh of gas or less than 100,000kWh of electricity a year, or has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total not exceeding €2m<sup>3</sup>;

"Micro Business Supplier" means a Supplier that supplies electricity and/or gas to Micro Business Customers and does not meet the criteria to be classed as a Large Supplier or the criteria to be classed as a Small Supplier;

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<sup>1</sup> The restrictions on Marketing do not prevent the promotion or delivery of goods and services for which there is no direct charge to the individual Customer, such as those that a Member offers under the Energy Company Obligation (ECO), or other additional products that Suppliers may offer to Vulnerable Customers, such as carbon monoxide monitors.

The definition of Marketing does not include the provision of Energy Efficiency Guidance, as defined above.

<sup>2</sup> Licence Conditions for a Code of Practice for the Installation of Smart Electricity and Gas Meters 2012.

<sup>3</sup> Condition 7A; Supply to Micro Business Consumers, ELECTRICITY ACT 1989 Standard conditions of electricity supply licence.



“MOCOPA®” means the Meter Operation Code of Practice Agreement and defines the operational arrangements between meter operators and distribution businesses to support the electricity meter installation and maintenance processes. The agreement authorises meter operators to install and connect meters to the electricity network by clarifying that the equipment being provided, installed and maintained meets appropriate technical requirements and that work is carried out to relevant safety standards;

“Network Operator” means a party responsible for the distribution and transportation of gas or electricity

“NSAP” means the National Skills Academy for Power;

“Personnel” means the generic term for employees of a Member, but will relate to different individuals/teams dependent upon the nature of the clause. References to 'Personnel' will be considered in relation to a particular Clause, to mean only the specific individuals or teams relevant to the nature of that Clause;

“Post-Installation” means the period after the Installation Visit, up to the Customer receiving the first bill using smart meter data for meters in credit mode, or the first vend for meters in prepayment mode;

“Prepayment” means the meter is configured so that the payment for energy is to be made in advance of use;

“Pre-Installation” means the activities associated with arranging the installation of a smart metering system that take place prior to the Installation Visit, for example, arranging an Installation Visit or Installation Appointment, raising Customer awareness and engagement in smart metering;

“Proactive Install and Leave” means following the process set out in the Electricity Supply Licence and the Gas Supply Licence;

“the Programme” means the Government programme for delivery of smart metering in Great Britain. The Programme is responsible for overseeing the development and implementation of policy, including establishing the commercial and regulatory framework to facilitate the roll-out;

“a Protected” Micro Business site means a site that is defined as a category A or B gas priority user under the emergency arrangements. They are sites that get left on gas in an emergency as shutting them down would endanger life. This would include hospital, care homes etc;

“Reactive Install and Leave” means following the process set out in the Electricity Supply Licence and the Gas Supply Licence;

"Representative" means someone who speaks or does something officially for another person or group of people;

"Retail Code Consolidation" means what will happen when some processes and procedures set out in the Code, and a number of other regulatory codes, move to the Retail Energy Code. For the purposes of the Code, Retail Code Consolidation will occur when the 'REC Smart Meter Installation Schedule' of the Retail Energy Code comes into effect;

"Retail Energy Code" means the regulatory code established under the gas and electricity supply licences, which will bring together a range of processes, including those relating to installing Smart Metering Systems currently set out under the Code;

"Retail Energy Code Company" means the company RECCo, as described in the Retail Energy Code;

"Sales" means a purchase or commitment to purchase (e.g. by contract) a good or service<sup>4</sup>;

"Smart Metering System" has the meaning given to it in the Gas and Electricity Supply Licence. Is comprised of the system components required to deliver the smart functionality; meter, WAN, HAN and an IHD (where provided);

"Small Supplier" means a Domestic Supplier that does not meet the criteria to be classed as a Large Supplier;

"SMICoP Legal Advisor" means the law firm as appointed from time to time by SMICoP Limited to advise on matters relating to proposed changes to the Code;

"Supplier" means an organisation that holds a gas supply licence and/or an electricity supply licence and has acceded to the Code;

"Survey Organisation" – a professional market research agency, independent of the Supplier Member, who adheres to the Market Research Society (MRS) Code of Conduct.

"SLC" means a Supply Licence Condition, which refers to particular conditions within either the Gas or Electricity Supply Licences;

"Transferring Processes" means the processes and procedures required by the Code which will be transferring to the Retail Energy Code as part of Retail Code Consolidation, and which are set out in the 'Smart Meter Installation Schedule' of the Retail Energy Code;

"Vulnerable" means a Customer who is classed as Vulnerable according to the following definition:

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<sup>4</sup> Licence Conditions for a Code of Practice for the Installation of Smart Electricity and Gas Meters 2012.

A Customer is vulnerable, who, due to their Personal Characteristics or Circumstance, or otherwise being in a vulnerable situation, may require Priority Services or additional support.

“Personal Characteristics or Circumstance” includes:

(a) The Domestic Customer being of pensionable age.

(b) The Domestic Customer being chronically sick, or having an impairment, disability, long term medical condition (including but not limited to a visual, auditory, literacy or mobility impairment), or severe financial insecurity (they are unable to safeguard their personal welfare of the personal welfare of other members of the household).

“WAN” means the Wide Area Network related to the Smart Metering System.

“Working Day” means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day that is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971.

# **Section A**

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## **The Code of Practice**

# 1. SCOPE OF THE CODE

## 1.1.In Scope

The Smart Metering Installation Code of Practice specifies the minimum standards for Members to follow in relation to the Customer facing aspects of the installation of Smart Metering Systems.

A Member (as that term is defined in the Code) is one that –

- (a) proposes or purports to meet the obligations imposed on it under Standard Licence Condition 41 and/or 42 of its Electricity Supply Licence and/or Standard Licence Condition 35 and/or 36 of its Gas Supply Licence through its compliance with the Code;
- (b) at any given time supplies either gas or electricity (or both) to more than 50,000 customers (being Domestic Customers and/or Micro Business Customers); and
- (c) is not a member of the Company,

must, by not later than 30 working days after the date on which it first satisfies the circumstances specified in paragraph (b), have made an application (pursuant to and in accordance with the Articles of Association) to become a member of the Company.

For the avoidance of doubt, where the Code uses the term ‘member of the Company’, the meaning given to the word ‘member’ in that term has the same meaning as given to “Member” in the Articles of Association (and not the term Member as defined in the Code).

The aim of the Code is for the Customer experience of the installation process to be positive, to protect Customers during the process, for Customers to be given appropriate assurances over what will take place during the installation process, and to deliver Programme benefits, including long term behavioural changes.

The Code covers those Smart Metering Systems, for both electricity and gas. The Code is applied on a voluntary basis for Smart Metering Systems not installed under licence obligations.

The Code is applicable to all Domestic and Micro Business Suppliers except where the Code is explicit that the conditions apply to one or other.

The Code describes specific activities in the period running up to an Installation Visit, the installation itself, and the period from the Installation Visit to the Customer receiving the first bill using smart meter data for meters in credit mode, or the first vend for meters in prepayment mode.

The Code is intended to cover the first gas and/or electricity Smart Metering System installed under licence obligation. The pertinent clauses will be applied for subsequent Smart Metering System installations.

## **1.2. Not in Scope**

The Code is not a technical document; the technical elements of Installation are covered under the existing MAMCoP, MOCOPA<sup>®</sup> and AMICoP, together with industry standards (such as BS 6400 1-3, BS7671). The Code does not seek to replicate existing codes of practice, licence conditions and legislation but references these as appropriate.

It does not cover “business as usual” activities such as on-going billing and revenue collection.

The Code does not cover the Installation of replacement Smart Metering Systems, but where relevant, could be applied on a voluntary basis.

The Installation of Smart Meters for emergency reasons is not in scope, e.g. damaged meters, unsafe meters, faulty or failed meters. If the Smart Metering System installed in these circumstances is the first for that site, there will be follow up activity by the Member.

The Installation of a Smart Metering System by a metering agent appointed directly by the Customer is not in scope, but all metering agents are encouraged to operate in line with the Code on a voluntary basis.

The Code does not address issues around change of tenancy as these do not relate to a specific Installation event. Members will adopt their own strategies for engaging with Customers upon a change of tenancy where a Smart Metering System has already been installed.

Data privacy and security are not in scope of the Code as these are covered under existing data protection legislation.

## **1.3. Third Parties**

Where a Member contracts with a third party for the provision of installation services, the Member is responsible for ensuring compliance with all components of the Code.

There is no difference in the standards and requirements applied to contracted third parties and their employees from those applied to a Member and its employees.

## **1.4. Code Structure**

The Code is divided into the three phases of the end to end process; Pre-Installation, Installation and Post Installation.

## 1.5.Retail Code Consolidation

The governance of the Code will transfer to the Retail Energy Code on Retail Code Consolidation. This is currently expected to happen on 1 September 2021. The 'Smart Meter Installation Schedule' of the Retail Energy Code sets out the minimum standards for Suppliers to follow in relation to the Customer-facing aspects of the installation of Smart Metering Systems after Retail Code Consolidation. These are materially the same as those currently set out in the Code.

## 2. PRE-INSTALLATION

The relevant regulations and accreditation listed should not be taken as an exhaustive list.

### 2.1.Relevant Legislation and Regulation

Clauses contained within this section may reference both the “Electricity Act 1989, Standard conditions of electricity supply licence” and the “Gas Act 1986, Standard conditions of gas and supply licence”. These will be denoted by Electricity SLC or Gas SLC.<sup>5</sup>

2.1.1.Arrangements for Site Access, Electricity and Gas SLC 13

2.1.2.Licensee to publish the Code on its website;

2.1.2.1.Domestic: Electricity SLC 41.20(b) and Gas SLC 35.20(b)

2.1.2.2.Micro Business: Electricity SLC 42.14(b) and Gas SLC 36.14(b)

2.1.3.Licensee to give a copy of the Code to any person that requests it;

2.1.3.1.Domestic: Electricity SLC 41.21 and Gas SLC 35.21

2.1.3.2.Micro Business: Electricity SLC 42.15 and Gas SLC 36.15

2.1.4.Marketing electricity or gas to Domestic Customers, Electricity and Gas SLC 25

2.1.5.Services for specific Domestic Customer Groups, Electricity and Gas SLC26

2.1.6.General Information for Domestic Customers, Electricity and Gas SLC31

2.1.7.Guaranteed Standards of Performance<sup>5</sup>

2.1.8.Advertising Standards Agency’s Code of Conduct

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<sup>5</sup> The Supply Licence Conditions and Guaranteed Standards of Performance can be found on the Ofgem website; <http://www.ofgem.gov.uk/>

- 2.1.9. Legislation concerning data protection and privacy, including the Data Protection Act 1998 and EU Regulation 2016/679 (known as the General Data Protection Regulation).

## **2.2. Relevant Accreditation**

- 2.2.1. National Skills Academy for Power
- 2.2.2. Registration with Gas Safe Register (for the appropriate meter work categories)
- 2.2.3. QCF and ACS Gas Qualifications
- 2.2.4. Energy Efficiency Schemes – City & Guilds / NVQs, or equivalent
- 2.2.5. Meter Asset Manager’s Code of Practice (MAMCoP) – Gas
- 2.2.6. ESTA Automated Meter Reading Service Providers Code of Practice (ASPCoP)
- 2.2.7. IGEN Standards

## **2.3. Promoting the Code**

It is each Member’s responsibility to ensure that;

- 2.3.1. Prior to or during the Installation Visit, all reasonable endeavours should be used to inform the Customer (by whatever means deemed appropriate) that the Member is a signatory to the Code and what this means; and
- 2.3.2. Relevant smart metering related literature states that the Member is a signatory to the Code.

## **2.4. Engagement and Customer Awareness**

It is each Member’s responsibility to ensure that their communication materials regarding Smart Metering System installations and energy efficiency goods and services;

- 2.4.1. Complement any Programme provided consumer engagement material<sup>6</sup>;
- 2.4.2. Are clear, concise and drafted in a way that it is reasonably expected that they will be understood by the Customer;

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<sup>6</sup> Subject to consumer engagement material being made available by the Programme.



2.4.3. Are made available to the Customer in a variety of media and in a format appropriate to or tailored for;

2.4.3.1. Groups with specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;

2.4.3.2. Vulnerable Customers;

2.4.4. Alert the Customer to the benefits smart metering can bring, for example, an improved understanding of energy consumption, bills for actual consumption rather than estimated, information and advice about their Smart Metering System and how they can use it to improve their energy efficiency, and the availability and range of energy efficiency goods and services available;

2.4.5. Point the Customer to sources from which they may obtain additional and impartial information or assistance about improving the efficiency with which they use the electricity and/or gas supplied to them.

2.4.6. Are updated regularly and in a timely way;

In addition;

2.4.7. Members should use all reasonable endeavours in communicating with the Customer for whom English is not their first language;

2.4.8. All interactions with the Customer in relation to the Installation Visit (verbal or written) should follow the principles as set out in this section and complement the principles of the Code; and

2.4.9. All reasonable endeavours should be used to provide the Customer with a copy of the Data Guide or make the Customer aware of the Data Guide commitments prior to the Installation Visit.

## 2.5. Recruitment

As an intrinsic part of the recruitment process, it is each Member's responsibility to ensure that;

2.5.1. Only suitable individuals are engaged as Installers;

2.5.2. Qualifications and experience are validated;

2.5.3. All reasonable endeavours are taken to obtain information about the individual's previous relevant employment;

2.5.4. A 'basic' criminal record (disclosure) check is undertaken, for each new Installer to be recruited, with the public authority that provides such services in respect of the

geographical jurisdiction (in Great Britain) in which the Installer is to carry out their role, and that the results of the check are appropriately factored into the recruitment decision;'

- 2.5.5. When an Installer leaves their employment, Members must ensure IDs and any other branded materials related to the role are returned to the Member, and if appropriate, duly destroyed.

## 2.6. Training and Accreditation

It is each Member's responsibility to ensure that;

- 2.6.1. Installers receive appropriate training so they are able to deliver the requirements in the Code section 3 *Installation Visit*;
- 2.6.2. Before being permitted to install Smart Metering Systems, Installers have received training at a level appropriate to the installation (taking into account the knowledge and skills necessary to fulfil the role), including, in the case of installations for Domestic Customers, training and accreditation from a National Skills Academy for Power accredited provider or equivalent training and accreditation. An exception is installations that are for training purposes that are supervised by an appropriately qualified Installer;
- 2.6.3. Installers engaged to undertake gas meter work are appropriately registered with Gas Safe Register;
- 2.6.4. Installers are competent in addressing Customer queries and/or can refer them to an appropriate contact;
- 2.6.5. Installers are trained and competent to provide Energy Efficiency Guidance that is appropriate to the Customer's needs;
- 2.6.6. Installers have a basic knowledge and understanding (appropriate to their role) of data protection and privacy;
- 2.6.7. Their training materials and standards take into account changes in the market and to goods/services, legislation and regulation; and
- 2.6.8. Installers receive training that would enable them to have an understanding of the definition of vulnerability, are able to identify potential cases of vulnerability, and any guidance offered is responsive to the needs of Vulnerable Customers (e.g. Priority Services Register).

## 2.7.Scheduling Visits

It is each Member's responsibility to ensure that;

- 2.7.1.The Customer receives notification prior to the Installation Visit (by whatever method the Member deems most appropriate) that their meter(s) is due to be replaced with a Smart Metering System, and when the Member anticipates this will happen;
- 2.7.2.The Customer is provided with the relevant contact details to arrange an Installation Visit;
- 2.7.3.The Domestic Customer is advised in advance of the Installation Visit that they will not be charged an upfront or one-off charge for the supply and installation of the Smart Metering System<sup>7</sup>;
- 2.7.4.For Micro Business Customers, where there is a charge for the Smart Metering System and installation, the Customer is advised prior to the Installation Visit;
- 2.7.5.Where an Installation Appointment has been agreed with the Customer, the date and time band is confirmed with the Customer, by any appropriate media prior to the Installation Visit;
- 2.7.6.When scheduling an Installation Visit, the Member will accommodate reasonable Customer requirements, e.g. any arising from specific cultural traditions or religious beliefs, the needs of Vulnerable Customers, the needs of Domestic residents at a Micro Business supply point, the needs of Protected Micro Business sites, or any operational business needs of a Micro Business Customer;
- 2.7.7.Where possible, the Customer is notified in advance as to how many Personnel will attend the Installation Visit, if a third-party organisation is being used, and the name of the organisation;
- 2.7.8.If the first appointment offered for an Installation Visit is inconvenient, the Customer is made aware of the range of Installation Appointment time bands that the individual Member operates and that are available to the Customer;
- 2.7.9.If the Customer requests to cancel or reschedule an Installation Visit, that is accommodated (in line with existing policies and processes)<sup>8</sup>;

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<sup>7</sup> The customer may be subject to an up-front or one-off charge if, prior to the Installation Visit, he/she (a) expressly requests the installation of equipment that exceeds the minimum requirements of the Smart Metering System technical specification; and (b) enters into a contract for the provision of such equipment.

<sup>8</sup> No charge will be incurred if more than two working days' notice is given. Members must make clear to customers during the pre-installation period any charges that may be applied if the customer cancels or reschedules an Installation Visit.

- 2.7.10. The Customer is informed about their rights in relation to the Installation appointment, where relevant <sup>9</sup>;
- 2.7.11. Where appropriate, the Customer is alerted to the Member's password scheme, for example PSR (Priority Service Register) Customers or other circumstances where it appears appropriate;
- 2.7.12. Their communications regarding the Installation Visit should clearly explain to the Customer what the Installation Visit will entail; the need for the Customer to be at the premises<sup>10</sup>, an indication as to how long a typical Installation Visit takes, that safe access, working conditions, and access to the meter will be required, that the gas and/or electricity supply will be shut off, that the operation of the Smart Metering System will be demonstrated, and that Energy Efficiency Guidance will be offered;
- 2.7.13. Where both fuels are supplied by one company, all reasonable endeavours shall be made to exchange both meters at the same Installation Visit. In instances where this may not be possible, the Member will provide an explanation to the Customer and advise what will happen;
- 2.7.14. At sites where different energy providers supply the electricity and gas, the Member will advise the Customer that the installation of the Smart Metering System may be undertaken on two separate Installation Visits, which meter they are replacing and that the individual Suppliers will make their own contact arrangements;
- 2.7.15. For an Installation Visit that is being scheduled for housing that is known to be sheltered accommodation, approval should be gained from the warden, or other person in authority before making approaches to the residents; and
- 2.7.16. When arranging an appointment for an Installation Visit, all reasonable endeavours will be used (by checking records and through discussion with the Customer), to identify whether the Customer;
- 2.7.16.1. has specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;
- 2.7.16.2. Is known to be Vulnerable;

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<sup>9</sup> This is as may be set out in regulations made by Ofgem under section 33A, 33AA, 33AB, 33D or 47 of the Gas Act 1986 and/or section 39, 39A, 39B, 42A or 60 of the Electricity Act 1989.

<sup>10</sup> Except for situations where work can be carried out without the Customer being present, for example; the replacement of tampered meters or aspects of an Installation Visit carried out in Proactive Install and Leave instances;

2.7.16.2.1. Where it is identified that the Customer is Vulnerable and that has not previously been recorded, it is to be notified to the appropriate Member Personnel to be recorded; and

2.7.16.2.2. Where appropriate, the Installation appointment should be arranged with the carer or the person with legal responsibility over the Customer, and they should be present during the Installation Visit (if required or requested by the Customer).

### 3. INSTALLATION VISIT

For the purposes of this section, the term “Customer” should be read as including a person that has the legal right to represent the Customer, and the relevant regulations listed should not be taken as an exhaustive list.

#### 3.1.Relevant Legislation and Regulation

3.1.1.Gas Act 1986

3.1.2.Electricity Act 1989

3.1.3.Section 3 –HASAWA 1974

3.1.4.Electricity Safety, Quality & Continuity Regulations 2002 (ESQCR)

3.1.5.The Meters (Certification) Regulations 1998

3.1.6.The Electricity at Work Regulations 1989

3.1.7.The Gas Safety (Installation and Use) Regulations 1998

3.1.8.The Electricity (Standards of Performance) Regulations 2010

3.1.9.September 2011 modification of the Standard Conditions of Gas and Electricity Supply Licences (Ofgem’s Spring Package response)

3.1.10.Arrangements for site access Electricity and Gas SLC 13

3.1.11.Effective Switching, via Interoperability of Advanced Domestic Meters; Electricity and Gas SLC 25B

3.1.12.Legislation concerning data protection and privacy, including the Data Protection Act 1998 and EU Regulation 2016/679 (known as the General Data Protection Regulation)

3.1.13.Consumer Protection from Unfair Trading Regulations 2008

#### 3.2.Relevant Codes of Practice & Industry Commitments

3.2.1.Meter Operation Code of Practice Agreement (MOCOPA<sup>®</sup>) – Electricity

3.2.2.Meter Asset Manager’s Code of Practice (MAMCoP) – Gas

3.2.3.Approved Meter Installers Code of Practice (AMICoP)

3.2.4.Safety Net for Vulnerable Customers<sup>11</sup>

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<sup>11</sup> Only applicable to Members of Safety Net for Vulnerable Customers

### 3.3.General Principles

It is each Member's responsibility to ensure that;

- 3.3.1.The Installer maintains a suitable standard of presentation when attending the Customer premises, for example is suitably attired;
- 3.3.2.The Installer is courteous and professional;
- 3.3.3.On attending the Customer premises, the Installer identifies themselves, the Member they represent, and states the purpose of the visit. The Installer will show a valid identity card which clearly displays the Member or Member's third-party name, contact phone number, and the Installer's name and photograph;
  - 3.3.3.1.The Customer is able to check the validity of the identity card with the Member;
  - 3.3.3.2.Where the Member operates a password scheme, the Installer will use the password when one has been requested by the Customer;
  - 3.3.3.3.The Installer carries the Gas Safe Registration ID Card when undertaking work on gas Smart Metering System installations. Where the Installer does not have their Gas Safe ID Card, the Customer is able to check the validity of the Gas Safe Registration of that Installer with Gas Safe<sup>12</sup>.
  - 3.3.3.4.On occasions where more than one person attends the Installation Visit, e.g. with a mentor/trainee/auditor, all Personnel are to present a valid identity card and each person's role is clearly explained to the Customer;
- 3.3.4.A site inspection<sup>13</sup> is undertaken before commencing any work at the Installation Visit and the Customer is advised that the inspection will take place;
- 3.3.5.The Customer premises is left in a similar state "as found" as far as is reasonably possible;
- 3.3.6.Ahead of any work starting, if the proposed meter location or configuration is different from existing, the Installer will discuss with the Customer where the meter and communications module can be installed<sup>14</sup>. Work is not to commence without the Customer's agreement;

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<sup>12</sup> *The Installer will provide Gas Safe contact details when requested by the Customer*

<sup>13</sup> MAMCoP section 7.3; Pre-Installation Procedures and MOCO PA™ 1.1.6 Assessment on Site of Risks to Safety

<sup>14</sup> If the Customer requests to have the Smart Metering System installed in a different location, they may incur cost for the work. If the Customer will incur cost for the work, he/she will be made aware of this, and the

- 3.3.7.A record is maintained of which Installer visited the Customer;
- 3.3.8.Processes are maintained for managing abortive or no access Installation Visits, so that the Customer can be made aware that the Installation Visit has failed, the reasons for the failure, what happens next, and what action(s) the Customer can take;
- 3.3.9.No aspect of the Smart Metering System installation is undertaken (at an occupied premises) on occasions when the Customer is not in attendance, except for situations where work can be carried out without the Customer being present, for example; the replacement of tampered meters or aspects of an Installation Visit carried out in Proactive Install and Leave instances;
- 3.3.10.Where meters are to be installed in sheltered housing (where it is known), approval should be gained from the warden, or other person in authority before making approaches to the residents;
- 3.3.11.On occasions where the Customer has requested or requires a carer or other adult who has legal responsibility over them to be present, and they are not, no aspect of the Smart Metering System installation is to be undertaken;
- 3.3.12.Where potential cases of vulnerability are identified during the Installation Visit, they are to be reported to the appropriate Member Personnel;
- 3.3.13.When undertaking an installation for a Micro Business Customer that will impact the supply and the resident present has specific needs or, is identified as Vulnerable, the Member will use all reasonable endeavours to minimise the impact on the resident;
- 3.3.14.Taking account of the circumstances of the installation, the Installer gives the Customer guidance on electrical safety, for example not storing objects too close to the meter;
- 3.3.15.Taking account of the circumstances of the installation, for gas Smart Metering Systems Installation Visits, the Installer informs the Customer about the dangers of carbon monoxide (CO) and the need to regularly have all gas appliances serviced and checked by a Gas Safe Registered engineer;
- 3.3.16.The Customer is made aware of who to contact after the Installation Visit for further information in relation to the Smart Metering System for support, query resolution, or to provide feedback (verbally or in writing), and non-premium rate helpline numbers are provided; and

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supplier will enter into a contract with the Customer in respect of the activity prior to the Installation Visit. Charging will not occur to recover costs directly associated with a standard installation.



- 3.3.17. The Customer is made aware of any additional sources of help and information, including from independent and impartial sources, help-lines, websites and other appropriate organisations able to offer assistance. This could include any centrally co-ordinated consumer engagement programme (related to smart metering or energy efficiency information, goods and services).

### **3.4. Testing the System**

It is each Member's responsibility to take appropriate steps to ensure the full Smart Metering System is operating correctly, including WAN, HAN and IHD (if provided).

### **3.5. In Home Display (IHD)**

It is each Member's responsibility to ensure that;

- 3.5.1. An IHD is offered at the Installation Visit and if accepted, installed in an appropriate location and set up as far as practicable to meet the needs of the household e.g. tariff and payment type;
- 3.5.2. Instances are recorded where the Customer has opted not to take an IHD, and where provided; and
- 3.5.3. The IHD is suitably located to accommodate the Customer with specific needs, e.g. mobility problems.

A Member is not required to satisfy –

- (i) the requirement in Clause 3.5.1 where it is derogated from the requirement to offer an IHD to the Customer pursuant to and in accordance with an Alternative Display Direction; and
- (ii) the requirement in Clause 3.5.2 where it has provided to the Customer an Alternative Display pursuant to and in accordance with an Alternative Display Direction.

### **3.6. Demonstrating the System to the Customer**

It is each Member's responsibility to ensure that;

- 3.6.1. Use of the Smart Metering System is demonstrated to the Customer in a clear and accurate manner, and is easy to understand, including what information is available from the Smart Metering System, how this can be accessed, and use of the IHD (where provided);

- 3.6.2. Where a Smart Metering System is to be operated in Prepayment mode, the Customer is provided with a demonstration of the Prepayment functions – including, where appropriate, tariff detail, debt screens, releasing emergency credit and re-enabling supply, and guidance (with demonstrations where possible) on getting credit and the topping up process;
- 3.6.3. Instructions in a written or other suitable material format, on how to use the Smart Metering System and IHD (if provided), are left with, or sent to the Customer;
- 3.6.4. When demonstrating the Smart Metering System to a Customer, the demonstration is informed by;
  - 3.6.4.1. Any specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;
  - 3.6.4.2. Any known Vulnerability;
- 3.6.5. If the Customer requires or has requested someone to be present at the Installation Visit, for example, if the Customer is known to be Vulnerable or with specific needs, that person is included in the Smart Metering System demonstration; and
- 3.6.6. Any information provided is available in a variety of media and in a format appropriate to or tailored for;
  - 3.6.6.1. Groups with specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;
  - 3.6.6.2. Vulnerable Customers.

### **3.7. Provision of Energy Efficiency Guidance**

It is each Member's responsibility to ensure that;

- 3.7.1. Energy Efficiency Guidance is offered to the Domestic Customer at the Installation Visit;
- 3.7.2. Energy Efficiency Guidance is offered to a Micro-Business Customer at a time appropriate to their needs, whether before, during, or after the Installation Visit;
- 3.7.3. The Energy Efficiency Guidance provides the Customer with information and advice about their Smart Metering System and how they can use their Smart Metering System to improve their energy efficiency. The Customer is also directed to additional, impartial sources of information that might, for example, include generic information about the Energy Company Obligation (ECO);
- 3.7.4. Energy Efficiency Guidance offered to the Customer complements any consumer engagement campaign co-ordinated by the Smart Energy GB;

3.7.5. Energy Efficiency Guidance and materials are provided in a format that is suitable for the needs of the Customer that;

3.7.5.1. Has specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;

3.7.5.2. Is known to be Vulnerable;

3.7.6. Where possible, when giving Energy Efficiency Guidance to a Vulnerable Customer or a Customer with specific needs, appropriate steps are taken to ensure a carer or the person with legal responsibility over the Customer is present (if required or requested by the Customer);

3.7.7. Where the Customer requests energy efficiency information over and above the Energy Efficiency Guidance provided at the Installation Visit, the Customer is given appropriate details of where and how they can obtain tailored or suitable advice; and

3.7.8. Where the Customer requests Energy Efficiency Guidance to be given at a later date, the Member records this and follows it up as appropriate.

### **3.8. Marketing**

For each Member engaging in Marketing activity at the Installation Visit, they must ensure that;

3.8.1. Consent must be obtained from the Customer prior to the Installation Visit (for chargeable goods and services only). Consent can be secured by any appropriate, recordable method that allows a freely given and specific indication of the Customer's wishes, e.g. by telephone, text, in writing, or electronically (web-form or email)<sup>15</sup>;

3.8.2. The Marketing discussion is ended immediately at the Customer's request or if the Customer indicates that it is inconvenient, unwelcome or inappropriate;

3.8.3. When obtaining prior consent from a Domestic Customer to engage in Marketing at the Installation Visit, the Member must specify the type of goods and services that may be discussed during such Marketing;

3.8.4. Marketing is conducted in a fair, transparent, appropriate and professional manner;

3.8.5. The Customer's inexperience, vulnerability, credulity or loyalties are not exploited;

3.8.6. No high-pressure tactics are used;

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<sup>15</sup> The Member must also inform the Customer that they are under no obligation to receive Marketing.

- 3.8.7.Details of the goods or services offered are accurately presented and the benefits are not over stated, including any possible constraints on Interoperability;
- 3.8.8.Credible information is provided (drawn from relevant evidence) of performance of energy efficiency goods or services;
- 3.8.9.Marketing support materials do not give false or misleading information;
- 3.8.10.It is explained to the Customer that only the goods and services available from (or through) the Member are being offered, and that others are available; and
- 3.8.11.For a Customer that wants to know more about a Member's propositions, but has not given prior consent for Marketing at the Installation Visit, the Member can;
  - 3.8.11.1. Leave the Customer with written information, so that they can initiate further contact with the Member; and
  - 3.8.11.2.Agree that the Member will contact the Customer at a future date to follow-up the discussion<sup>16</sup>;
- 3.8.12.Referrals should be followed up after a minimum period of two working days (unless the Customer requests earlier action), allowing the Customer time to explore alternatives and compare the prices they are being offered.

### 3.9.Sales

For a Domestic Customer, no Sales transactions are to be concluded at the Installation Visit.

For Members engaging in Sales transactions (Micro Business Customers only) at the Installation Visit, they must ensure that;

- 3.9.1.The key terms and conditions of any agreement or contract are explained, including the Customer's right to cancel the contract and the period within which this can be done without penalty;
- 3.9.2.Sales are conducted in a fair, transparent, appropriate and professional manner;
- 3.9.3.A Customer's inexperience, vulnerability, credulity or loyalties are not exploited;
- 3.9.4.No high-pressure tactics are used;

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<sup>16</sup> Members must maintain an auditable record of instances where they have agreed to contact the Customer at a future date to follow up the discussion.

- 3.9.5.The discussion is ended immediately at the Customer's request or if the Customer clearly indicates that contact is inconvenient, unwelcome or inappropriate;
- 3.9.6.It is explained to the Customer that only the goods and services available from (or through) the Member are being offered, and that others are available;
- 3.9.7.Details of the goods or services offered are accurately presented and the benefits are not over stated, including any possible constraints on Interoperability;
- 3.9.8.A credible written estimate is provided (drawn from relevant evidence) of performance of energy efficiency goods or services; and
- 3.9.9.Sales support materials must not give false or misleading information.

### **3.10. Incomplete Installations**

For an installation that cannot be commenced or completed during the Installation Visit, it is each Member's responsibility to ensure that;

- 3.10.1.The Customer is made aware of the reason(s) the installation could not be completed, for example if the site inspection highlighted areas for concern or in Reactive and Proactive Install and Leave instances;
- 3.10.2.The site is left in a safe state before departing; and
- 3.10.3. They have processes in place for:
  - Re-arranging the Installation Visit, if required; and
  - Clearly and accurately communicating to the Customer when the Smart Metering System installation is complete.

## **4. POST INSTALLATION**

The relevant regulations listed should not be taken as an exhaustive list.

### **4.1.Relevant Regulation**

4.1.1.Gas and Electricity (Consumer Complaints Handling Standards) Regulations 2008

### **4.2.Customer Feedback**

It is each Member's responsibility to ensure that;

4.2.1.The Customer has the means available for providing feedback on their experience of the Installation Visit. This could for example, be in the form of an addressed and franked feedback card, via a website, or verbally; and

4.2.2.This information is taken into account for future Installation Visits and, where appropriate, adjustments are made to Member policies and processes.

## 5. FAULT RESOLUTION

### 5.1.Procedures for Handling Faults

It is each Member's responsibility to ensure that;

- 5.1.1.If a fault is identified with the Smart Metering System during the Installation Visit, the Customer is made aware of the problem, what the resolution is likely to be, who will be resolving the fault, and the approximate timescales of the resolution;
- 5.1.2.The Customer is provided with contact details for additional information related to the Smart Metering System fault, for example should they wish to check progress;
- 5.1.3.It is made clear to the Customer that they will not be charged for rectifying the Smart Metering System fault;
- 5.1.4.Information is provided as to who the Customer is to contact if they identify a fault with the Smart Metering System;
- 5.1.5.If the IHD, if provided, is found to be faulty within 12 months of Installation, the IHD is either repaired or replaced<sup>17</sup>; and
- 5.1.6.The Customer is informed about their rights in relation to components of the Smart Metering System that are identified to be faulty.

## 6. COMPLAINT RESOLUTION

The relevant regulations listed should not be taken as an exhaustive list.

### 6.1.Relevant Regulation

- 6.1.1.Gas and Electricity (Consumer Complaints Handling Standards) Regulations 2008<sup>18</sup>
- 6.1.2.Energy Ombudsman <sup>19</sup>

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<sup>17</sup> The licensee need only do this where in its reasonable opinion it is satisfied that the fault in the IHD or Smart Metering System is not due to a failure by the Domestic Customer to take all reasonable steps to keep the IHD or Smart Metering System in good working order.

<sup>18</sup> <http://www.legislation.gov.uk/>

<sup>19</sup> <http://www.ombudsman-services.org/energy.html>

## **6.2.Procedures for Resolving Complaints<sup>20</sup>**

The Customer should have clarity as to whom to go to if they have queries or problems and where they can get redress. It is each Member's responsibility to ensure that;

- 6.2.1.Complaint handling and redress systems with appropriately trained staff are put in place ahead of the mass rollout of smart meters;
- 6.2.2.The Member that receives any complaint related to the Installation Visit makes all reasonable endeavours to investigate the Customer's concerns and takes appropriate steps to resolve the issue;
- 6.2.3.Suitable operational arrangements are in place with service providers and Network Operators so complaints are addressed in a timely manner; and
- 6.2.4.Requirements or obligations in relation to the reporting of the nature of complaints regarding the Installation Visit are complied with.

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<sup>20</sup> This section does not remove or replace the Suppliers' obligations under the Gas and Electricity (Consumer Complaints Handling Standards) Regulations 2008.



## APPENDIX 1 –Clauses Not Applicable To Micro Business

The table below shows the clauses within the Code that do not apply to Micro Business Customers.

Clause	Description
<b>2.4.3.2</b>	Suppliers are not required to tailor awareness and communications material for Vulnerability for Micro Business Customers
<b>2.6.8</b>	The Suppliers of Micro Business Customer's do not have licence obligations to cater for Vulnerability. Providing training to Installers on Vulnerability would be on a voluntary basis
<b>2.7.3</b>	A Micro Business Customer can be charged up-front for the Smart Metering System. Should there be a charge incurred, the Member is obliged to inform the Customer up-front (refer clause 2.7.4.)
<b>2.7.16.2</b>	Suppliers of Micro Business Customers do not have licence obligations to identify and report on Vulnerability
<b>2.7.11, 3.3.3.2</b>	There is no obligation to alert Micro Business Customers to the Member's password scheme
<b>3.3.12</b>	When installing a Smart Metering System for a Micro Business Customer, the Installer is expected to take all reasonable endeavours to minimise the impact on the resident at the site if they have specific needs or are identified as Vulnerable (refer clause 3.3.13.)
<b>3.5.1</b>	An IHD does not have to be offered to Micro Business Customers. Where an IHD is provided, clause 3.6.1 would apply
<b>3.6.4.2, 3.6.6.2</b>	When demonstrating a Smart Metering System or providing supporting information to a Micro Business Customer, Suppliers do not have a licence obligation to cater for Vulnerability
<b>3.7.5.2, 3.7.6</b>	Energy Efficiency Guidance only needs to be offered to the Micro Business Customer, not to Vulnerable residents (where identified) at those sites
<b>3.8.1, 3.8.11</b>	Members can conduct Marketing activities without obtaining prior consent from the Micro Business Customer. Members are expected to comply with all other clauses in the Marketing section

## **APPENDIX 2 – Clauses Specific to Vulnerable Customers**

### **Purpose**

This section is a grouping of all the clauses in the Code specific to vulnerability.

### **Glossary of Terms**

“Vulnerable” means a Customer who is classed as Vulnerable according to the following definition:

A Customer is vulnerable, who, due to their Personal Characteristics or Circumstance, or otherwise being in a vulnerable situation, may require Priority Services or additional support.

“Personal Characteristics or Circumstance” includes:

- (a) The Domestic Customer being of pensionable age.
- (b) The Domestic Customer being chronically sick, or having an impairment, disability, long term medical condition (including but not limited to a visual, auditory, literacy or mobility impairment), or severe financial insecurity (they are unable to safeguard their personal welfare of the personal welfare of other members of the household).

## **2.PRE-INSTALLATION**

### **2.4.Engagement and Customer Awareness**

2.4.3 Are made available to the Customer in a variety of media and in a format appropriate to or tailored for;

2.4.3.1 Groups with specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;

2.4.3.2 Vulnerable Customers;

### **2.6.Training and Accreditation**

2.6.8 Installers receive training that would enable them to have an understanding of the definition of vulnerability, are able to identify potential cases of vulnerability, and any guidance offered is responsive to the needs of Vulnerable Customers (e.g. Priority Services Register).

## **2.7.Scheduling Visits**

2.7.6 When scheduling an Installation Visit, the Member will accommodate reasonable Customer requirements, e.g. any arising from specific cultural traditions or religious beliefs, the needs of Vulnerable Customers, the needs of Domestic residents at a Micro Business supply point, the needs of Protected Micro Business sites, or any operational business needs of a Micro Business Customer;

2.7.15 For an Installation Visit that is being scheduled for housing that is known to be sheltered accommodation, approval should be gained from the warden, or other person in authority before making approaches to the residents; and

2.7.16 When arranging an appointment for an Installation Visit, all reasonable endeavours will be used (by checking records and through discussion with the Customer), to identify whether the Customer;

2.7.16.1 has specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;

2.7.16.2 Is known to be Vulnerable;

2.7.16.2.1 Where it is identified that the Customer is Vulnerable and that has not previously been recorded, it is to be notified to the appropriate Member Personnel to be recorded; and

2.7.16.2.2 Where appropriate, the Installation appointment should be arranged with the carer or the person with legal responsibility over the Customer, and they should be present during the Installation Visit (if required or requested by the Customer).

## **3.INSTALLATION VISIT**

### **3.3.General Principles**

3.3.10 Where meters are to be installed in sheltered housing (where it is known), approval should be gained from the warden, or other person in authority before making approaches to the residents;

3.3.11 On occasions where the Customer has requested or requires a carer or other adult who has legal responsibility over them to be present, and they are not, no aspect of the Smart Metering System installation is to be undertaken;

3.3.12 Where potential cases of vulnerability are identified during the Installation Visit, they are to be reported to the appropriate Member Personnel;

3.3.13 When undertaking an installation for a Micro Business Customer that will impact the supply and the resident present has specific needs or, is identified as Vulnerable, the Member will use all reasonable endeavours to minimise the impact on the resident;

### **3.5.In Home Display (IHD)**

3.5.3 The IHD is suitably located to accommodate the Customer with specific needs, e.g. mobility problems.

### **3.6.Demonstrating the System to the Customer**

3.6.4 When demonstrating the Smart Metering System to a Customer, the demonstration is informed by;

3.6.4.1 Any specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;

3.6.4.2 Any known Vulnerability;

3.6.5 If the Customer requires or has requested someone to be present at the Installation Visit, for example, if the Customer is known to be Vulnerable or with specific needs, that person is included in the Smart Metering System demonstration; and

3.6.6 Any information provided is available in a variety of media and in a format appropriate to or tailored for;

3.6.6.1 Groups with specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;

3.6.6.2 Vulnerable Customers.

### **3.7.Provision of Energy Efficiency Guidance**

3.7.5 Energy Efficiency Guidance and materials are provided in a format that is suitable for the needs of the Customer that;

3.7.5.1 Has specific needs – such as the visually impaired, hearing impaired, and those with low levels of literacy;

3.7.5.2 Is known to be Vulnerable;

3.7.6 Where possible, when giving Energy Efficiency Guidance to a Vulnerable Customer or a Customer with specific needs, appropriate steps are taken to ensure a carer or the person with legal responsibility over the Customer is present (if required or requested by the Customer);

# **Section B**

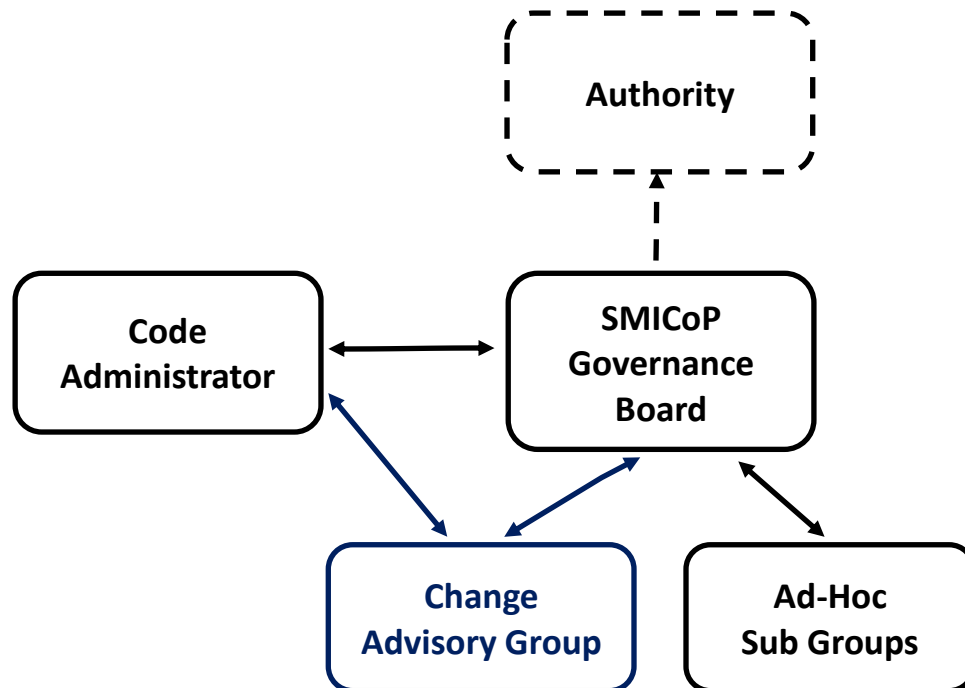
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## **Code Governance**

# 1. ROLES AND RESPONSIBILITIES

## 1.1.Governance Bodies and Structure

1.1.1. There are a number of bodies and groups that are required to operate the Code. These are represented in a structure below and their roles and responsibilities are set out below.



## 1.2.The Authority

1.2.1. Observational/monitoring role (including observation at the SMICoP Governance Board and Sub-Groups as appropriate);

1.2.2. Recipient of reports from the Code change management and monitoring;

1.2.3. Responsible for, on receipt of a recommended code Change Request, taking one of the following actions within 30 working days:

1.2.3.1. Providing its approval in writing to the proposed revisions; or

1.2.3.2. Providing notice that it is withholding approval; or

1.2.3.3. Providing notice that it is unable to reach a decision on whether to approve or withhold approval within the 30-working day period but that it will aim to do so within the timescale specified in the notice; or

Making no response within 30 working days of receiving a recommended Change Request in which case the Change Request will be treated as having been approved by the Authority;

1.2.4. Responsibility for enforcement of the Code outside of these governance arrangements; and

1.2.5. Has the power to direct a review and a subsequent change to the code.

### 1.3. SMICoP Governance Board

1.3.1. The SMICoP Governance Board will:

1.3.1.1. Be responsible for the efficient operation and governance of processes within the Code;

1.3.1.2. Be custodians of the live version of the Code;

1.3.1.3. Make decisions on Change Requests for submission to the Authority;

1.3.1.4. Own and manage the reporting and monitoring process; including publication of the Domestic Customer Survey Reports;

1.3.1.5. Provide overall assurance of robustness of Code; and

1.3.1.6. Prioritise and consider issues for resolution.

1.3.2. The SMICoP Governance Board will decide to take action as appropriate to discharge its role;

1.3.3. The SMICoP Governance Board should have the appropriate balance of skills, experience, independence and knowledge of the Code to enable them to discharge their respective duties and responsibilities effectively;

1.3.4. The SMICoP Governance Board will be constituted of the number of representatives, for the constituencies (each a “constituency”), as set out in the table below:

Constituency	Number of Representatives
<ul style="list-style-type: none"> <li>Large suppliers</li> </ul>	1 representative from each Member that is a Large Supplier (with the total number of representatives for this constituency being equal to the number of Members that are a Large Supplier).

<ul style="list-style-type: none"> <li>• Small Suppliers</li> </ul>	1 representative from each Member that is a Small Supplier (with the total number of representatives for this constituency being equal to the number of Members that are a Small Supplier).
<ul style="list-style-type: none"> <li>• Micro Business Suppliers</li> </ul>	1 representative from each Micro Business Supplier (with the total number of representatives for this constituency being equal to the number of Members that are a Micro Business Supplier).
<ul style="list-style-type: none"> <li>• Citizens Advice Service<sup>21</sup></li> </ul>	2 representatives.

1.3.5.A Licensee can at any given time only fall within one constituency;

1.3.5.1. The constituency within which a Licensee (taken together with all other Licensees within the same Group) falls at any given time shall be determined by the self-declaration form, set out in Appendix 2 of this Section B ('SMICoP Supplier Constituency Self-Declaration Form'), as completed by the Licensee (taken together with all other Licensees within the same Group), and held by the Code Administrator at that specific time.

1.3.5.2. Where the Licensee (acting both in its own capacity as a Licensee and for and on behalf of all other Licensees within the same Group) is a Member as at 1 March 2019, it shall:

1.3.5.2.1 complete and submit to the Code Administrator a SMICoP Supplier Constituency Self-Declaration Form on 1 March 2019; and

1.3.5.2.2 thereafter complete and submit to the Code Administrator a SMICoP Supplier Constituency Self-Declaration Form on 1 June annually up to but not including 01 June 2021.

1.3.5.3 Where the Licensee (acting both in its own capacity as a Licensee and for and on behalf of all other Licensees within the same Group) is not a Member as at 1 March 2019 it shall:

1.3.5.3.1 complete and submit to the Code Administrator a SMICoP Supplier Constituency Self-Declaration Form on the date it first becomes a Member; and

<sup>21</sup> Citizens Advice Service (which throughout the document shall be read as including Citizens Advice Service Scotland) represents Domestic and Micro-Business Customers.



1.3.5.3.2 thereafter complete and submit to the Code Administrator a SMICoP Supplier Constituency Self-Declaration Form on 1 June annually up to but not including 01 June 2021.

1.3.5.3A Where the Licensee has submitted a valid SMICoP Supplier Constituency Self-Declaration Form in accordance with the provisions of Clause 1.3.5.2 or Clause 1.3.5.3 (as the case may be) on or after 1 June 2020, the information contained in that submitted form shall apply for the purposes of Clause 1.3.5.1 until the date on which this Code ceases to have effect.

1.3.5.3B For the avoidance of doubt, nothing in Clauses 1.3.5.2, 1.3.5.3, or 1.3.5.3A above affects or changes the obligations set out in Clause 3.2 of Section B2 (Self-Certification of Compliance).

1.3.5.4 A SMICoP Supplier Constituency Self-Declaration Form completed and submitted by a Licensee (acting both in its own capacity as a Licensee and for and on behalf of all other Licensees within the same Group) shall be valid where it is completed and submitted to the Code Administrator in accordance with the requirements in paragraphs 1.3.5.2 or 1.3.5.3 (as the case may be). Where the Code Administrator does not hold a valid SMICoP Supplier Constituency Self-Declaration Form for a Licensee, the Licensee shall not fall within any constituency and shall not therefore have any voting rights.

1.3.6. Not Used

1.3.7. The following parties will be invited to send a representative to the SMICoP Governance Board as observers:

- The Authority
- BEIS
- Network Operators
- Meter operators
- Ombudsman Services: Energy (also known as the energy ombudsman)

1.3.8. The Chair can invite relevant observers;

1.3.9. The SMICoP Governance Board is the decision-making body for change to the Code, as described in the Code Change Management process within this document. Change should be agreed by discussion and then consensus wherever possible;

1.3.10. Where consensus cannot be reached, a vote will be taken in respect of the resolution with one vote for each Representative. Where a vote is taken, the vote cast in respect of the resolution by each Representative shall be allocated a weighted voting percentage in accordance with the following formula:

$$WVP = P/N$$

where, in respect of each Representative who casts a vote:

WVP is the weighted voting percentage for each constituency and allocated to the vote of that Representative; for each constituency;

P is:

- (i) 50%, in the case of the Large Supplier constituency;
- (ii) 16.67%, in the case of the Small Supplier constituency;
- (iii) 16.67%, in the case of the Micro Business Supplier constituency; and
- (iv) 16.67%, in the case of the Citizens Advice constituency; and

N is the total number of votes cast by Representatives in the same constituency as that Representative.

1.3.10A. Subject to the quorum requirements set out in clause 1.3.12. below, for a resolution to be passed by way of a vote taken under and in accordance clause 1.3.10, the sum of the weighted voting percentages allocated to all of the Representatives who voted in favour of the resolution must be greater than 50%.

1.3.11. Where a Representative cannot attend a meeting, they shall either send the nominated back-up person, or submit a proxy vote to the Chair. The Chair shall read that vote out in the meeting; and

1.3.12. The SMICoP Governance Board will be quorate with 7 attendees, and/or proxy votes where submitted, but only where the attendees, and/or proxy votes where submitted, include Representatives from at least two of the four constituencies listed in clause 1.3.4 above.

## **1.4. Chair of the SMICoP Governance Board**

1.4.1. The Chair will be an individual provided by the Code Administrator and will facilitate the meetings as a non-voting independent party;

1.4.2. The Chair is responsible for agreeing the SMICoP Governance Board meeting agenda with the Code Administrator and ensuring that the Code Administrator sends all relevant papers to the SMICoP Governance Board in advance of the meeting; and

1.4.3. The Chair will ensure meetings are convened as quorate.

## **1.5. Code Administrator**

1.5.1. Must be a suitably experienced and qualified body;

1.5.2. Responsible for discharging activities within this Code for change management and monitoring;

- 1.5.3. Secretariat for the SMICoP Governance Board and any sub-groups;
- 1.5.4. Responsible for maintaining documentation and baseline products, including the Code itself;
- 1.5.5. Responsible for publishing outputs from the change management and reporting processes;
- 1.5.6. Responsible for publishing the Domestic Customer Survey Reports; microbusiness survey results are not required to be published; and
- 1.5.7. Responsible for procurement and contract management of any contracted parties.

## **1.6. Change Advisory Group**

- 1.6.1. As set out in the Code change management process within this Code.

## **1.7. Ad-Hoc Sub-Groups**

- 1.7.1. The SMICoP Governance Board may convene ad-hoc sub-groups to consider issues, draft Change Requests or deliver tasks should/as they arise;
- 1.7.2. The SMICoP Governance Board will set the Terms of Reference for any sub-groups, which could either be structured to operate in the same manner as the Change Advisory Group, feeding end results and/or draft Change Requests into the SMICoP Governance Board to be ratified, or could be more informally convened as a group of experts to feed analysis and recommendations into the SMICoP Governance Board; and
- 1.7.3. The Code Administrator will notify the Change Advisory Group and publish the agendas for any ad-hoc sub-groups that are convened.

## **1.8. Information to the Authority**

- 1.8.1. All information associated with the Code operation will be made available to the Authority on request.

## **1.9. Retail Code Consolidation**

- 1.9.1. Members will need to comply with requirements of the Code until immediately before Retail Code Consolidation.

Members will not need to follow the requirements of the Code after Retail Code Consolidation. The Members' rights and obligations under the Transferring Processes will instead be treated as rights and obligations under the Retail Energy Code (as described in the Retail Energy Code).

The SMICoP Limited Articles of Association will be reviewed and amended by the SMICoP Limited Members in order to support the closure of the Code and the

Transferring Processes moving to the Retail Energy Code as part of Retail Code Consolidation.

The SMICoP Governance Board will provide all reasonable co-operation and assistance requested by the Retail Energy Code Company in relation to the Transferring Processes.

## 2. CODE CHANGE MANAGEMENT

### 2.1. Raising Change Requests

2.1.1. A Change Request is a request for the Code to be modified and may be made, using a Change Request proforma, by:

2.1.1.1. A Supplier;

2.1.1.2. Citizens Advice; and

2.1.1.3. in respect of (a) a change which does not impact the nature and scope of a requirement in the Code nor have an impact on consumers (a **'housekeeping change'**), or (b) a change identified by the SMICoP Governance Board under Clause 2.8.1, the Code Administrator,

(and where any such person make a Change Request they are the Proposer).

2.1.2. A Change Request is made by a Supplier or the Citizens Advice Service by sending it to the Code Administrator. The Code Administrator may, for the purposes of providing clarity to and/or taking comments from interested parties, facilitate the advance discussion and notification of the likely proposed change by completing and issuing an 'issues form' or issuing in draft form the Change Request received by it.

2.1.3. On receipt of, or in making, a Change Request, the Code Administrator will:

2.1.3.1. review it to ensure that it is fully and properly completed (and may consult with the Proposer for that purpose);

2.1.3.2. instruct the SMICoP Legal Advisor to either draft the legal text for the proposed changes to the Code in respect of the Change Request or review and advise on, and where required amend, the draft legal text of the proposed changes as included within, or accompanying, the Change Request;

2.1.3.3. prepare, and in all cases where it is not the Proposer submit to the Proposer for its review and approval, a report on and in respect of the Change Request (the Change Request Report); and

2.1.3.4. submit the Change Request and Change Request Report to the Change Advisory Group, publish the documents on the Code Administrator's web-site (as relating to the Code) and send a copy of them to the Authority.

### 2.2. Change Advisory Group

2.2.1. The Change Advisory Group constitutes:

2.2.1.1.those persons that have made a request to the Code Administrator to be included on its list of persons interested in receiving a copy of each Change Request that is made and who represent one of the following organisations/categories:

- 2.2.1.1.1. Supplier;
- 2.2.1.1.2. Citizens Advice and Citizens Advice Scotland;
- 2.2.1.1.3. The Authority;
- 2.2.1.1.4. Meter operators;
- 2.2.1.1.5. Network Operators; and

2.2.1.2.any other person that has made a request (via the Code Administrator) to be represented on the Change Advisory Group and the request has been approved by the SMICoP Governance Board.

2.2.2.The Change Advisory Group shall in accordance with its rules of procedure consider each Change Request and Change Request Report submitted to it under Clause 2.1.3.4 and notify the Code Administrator of:

- 2.2.2.1.its recommendations on the changes proposed in the Change Request;
- 2.2.2.2.any additional comments or views it has on or in respect of the Change Request; and
- 2.2.2.3.any suggested improvements to the Change Request or the Change Request Report.

2.2.3.The Change Advisory Group's recommendations on the Change Request are for guidance to the Proposer, and to the SMICoP Governance Board who will make a decision on whether it approves or rejects the Change Request.

## **2.3. Code Administrator – Preparation of Final Change Report**

2.3.1.Following its receipt of the Change Advisory Group's recommendations and comments on the Change Request, the Code Administrator will produce, and submit to the SMICoP Governance Board, a final report (a Final Change Report) comprising the Change Request and setting out the recommendations, comments and suggested amendments to the proposed changes to the Code (if any) of the Change Advisory Group.

## **2.4. SMICoP Governance Board – Review and Decision**

2.4.1.The SMICoP Governance Board shall decide whether to approve or reject a Change Request.

- 2.4.2. The Proposer of the Change Request shall be entitled to attend the SMICoP Governance Board meeting at which the Change Request is to be decided upon. Where the Proposer attends the meeting, the SMICoP Governance Board may accept and consider any supplementary supporting information presented by the Proposer at the meeting in relation to the Change Request.
- 2.4.3. The Proposer may, where it considers (whether prior to or during the SMICoP Governance Board's meeting at which the Change Request is to be considered) that there are material issues which need to be addressed in respect of, or improvements to be made to, the proposed Change Request, request that the SMICoP Governance Board defers making a decision on the Change Request until a later date.
- 2.4.4. Where the SMICoP Governance Board concludes that it has sufficient information to make a decision on the Change Request, it:
- 2.4.4.1. will approve or reject (as the case may be) the Change Request;
  - 2.4.4.2. may in approving the Change Request, make such minor non-material or housekeeping amendments (as identified by it or the Proposer) to the changes to the Code proposed in the Change Request; and
  - 2.4.4.3. will, where it approves the Change Request, indicate the date from which the changes should be made to the Code.
- 2.4.5. Where the SMICoP Governance Board concludes (whether of its own volition or following a request from the Proposer) that there are material issues which need to be addressed in respect of, or improvements to be made to, the Change Request, it may defer its decision on the Change Request, and where it does so defer it will:
- 2.4.5.1. refer the Change Request back to the Proposer for revision as required (taking into account any revisions that may be recommended by the SMICoP Governance Board); and
  - 2.4.5.2. determine, following consultation with the Proposer, the date by which the Change Request shall be re-submitted to the Code Administrator for the purposes of further consideration and decision by the SMICoP Governance Board.
- 2.4.6. The Proposer shall determine whether to revise and resubmit the Change Request and where it does revise and resubmit whether:
- 2.4.6.1. the revised Change Request is to be progressed such that it replaces (and is therefore treated as) the original Change Request; or
  - 2.4.6.2. the revised Change Request is to be progressed in addition, and therefore as an alternative, to the original request (and in this case the revised version shall be

known as the Alternative Change Request). An additional party may also raise an Alternative Change Request.

2.4.7.A Change Request (including any revised version of it) may not be deferred more than once.

2.4.8.Where a Change Request is deferred and not subsequently resubmitted by the Proposer by the date specified in accordance with Clause 2.4.5.2:

2.4.8.1.the Code Administrator will notify the Change Advisory Group that the Change Request was not resubmitted; and

2.4.8.2.unless another party that can make a Change Request informs the Code Administrator, within 10 working days of the date of the notification referred to in Clause 2.4.8.1, that it wishes to become the Proposer for the Change Request, the Change Request will be deemed as withdrawn.

2.4.9.Where there is an Alternative Change Request:

2.4.9.1.both the Alternative Change Request and the original Change Request will be re-submitted to the Change Advisory Group pursuant to Clause 2.1.3.4; and

2.4.9.2.unless the Proposer subsequently withdraws either the original Change Request or the Alternative Change Request, the SMICoP Governance Board shall consider and decide upon both the Original Change Request and on the Alternative Change Request.

## **2.5. Withdrawal of a Change Request**

2.5.1.A Proposer may withdraw a Change Request at any time by giving notice of the withdrawal to the Code Administrator.

2.5.2.A Change Request is deemed to be withdrawn where:

2.5.2.1.the Proposer does not re-submit a revised version of the Change Request in accordance with the timetable determined by the SMICoP Governance Board under Clause 2.4.5.2; and

2.5.2.2.no other person requests to be named as the Proposer in accordance with Clause 2.4.8.

2.5.3.In each case, the Code Administrator will notify the SMICoP Governance Board and the Change Advisory Group that the Change Request is withdrawn and note the Change Request as “Closed. – Withdrawn”.



## **2.6. Authority Decision on Change Request**

2.6.1. The Code Administrator shall notify the Change Advisory Group and the Authority of the SMICoP Governance Board's decision to approve or reject a Change Request.

2.6.2. Any member of the Change Advisory Group that is a representative of –

2.6.2.1. a Supplier; or

2.6.2.2. Citizens Advice or Citizens Advice Scotland,

may within 10 working days of being notified of the SMICoP Governance Board's decision, submit representations to the Code Administrator on that decision.

2.6.3. The Code Administrator will, as soon as reasonably practicable, submit:

2.6.3.1. any representations received by it under Clause 2.6.2 to:

2.6.3.1.1. the SMICoP Governance Board;

2.6.3.1.2. the Change Advisory Group; and

2.6.3.1.3. the Authority; or

2.6.3.2. Notify the Authority that no-representations have been made.

2.6.4. The Authority shall, within 30 working days of receiving any representations referred to in Clause 2.6.3 or of being notified by the Code Administrator that it has not received any representations, issue a notice (the Notice) to the Code Administrator which provides that the Authority:

2.6.4.1. approves the Change Request;

2.6.4.2. does not approve the Change Request;

2.6.4.3. is unable to reach a decision within the 30-working day period on whether or not to approve the Change Request but will aim to do so within the timescale set out in the Notice; or

2.6.4.4. is unable, on the basis of the information before it, to reach a decision on whether or not to approve the Change Request and is issuing a send back notice to the SMICoP Governance Board (a Send Back Notice) via the Code Administrator.

2.6.5. The Code Administrator shall within 5 working days of receipt of:

2.6.5.1. the Notice, send a copy of it to the Proposer, all Members, the Change Advisory Group and the SMICoP Governance Board; and

2.6.5.2. a Send Back Notice, send a copy of it to the SMICoP Governance Board.

2.6.6. Where the Authority fails to issue a notice under Clause 2.6.4, the decision of the SMICoP Governance Board to approve or reject the Change Request shall be the final decision on the Change Request.

2.6.7. Where:

2.6.7.1. Clause 2.6.4.1 or Clause 2.6.6 applies; or

2.6.7.2. the Authority gives approval to a Change Request within the timescale set out in the Notice given under Clause 2.6.4.3,

the Code Administrator will make the approved changes to the Code such that they take effect from:

2.6.7.3. the next scheduled update of the Code (updates are scheduled to take place in February, June and November in each calendar year); or

2.6.7.4. where the changes need to be made before the next scheduled update, the implementation date specified by the Proposer, SMICoP Governance Board or the Authority (as the case may be).

## **2.7. Send Back Process Timetable**

2.7.1. Where the Authority issues a Send Back Notice it will:

2.7.1.1. give its reasons for not being able to reach a decision on whether to approve or withhold approval;

2.7.1.2. identify the issues that need to be addressed in respect of, or improvements to be made to, the Change Request to enable it to make such a decision;

2.7.1.3. indicate the revisions that may be required to the proposed changes, the implementation date and/or the implementation method; and

2.7.1.4. request that the Change Request is revised and re-submitted to the Authority for approval.

2.7.2. Where the Authority issues a Send Back Notice:

2.7.2.1. the original implementation date or timetable for the Change Request shall no longer apply; and

2.7.2.2. the Code Administrator will in relation to that Send Back Notice, propose, for approval by the SMICoP Governance Board at its next scheduled meeting, the process (which shall include the proposed procedure and timetable) to be applied

for the reconsideration and resubmission of the relevant Change Request (the Send Back Process).

2.7.3. The procedure and timetable proposed by the Code Administrator may, without prejudice to Clause 1.7 of Section B, provide that further consultation is carried out with all relevant parties on:

2.7.3.1. the Authority's reasons for issuing the Send Back Notice;

2.7.3.2. the Authority's proposed revisions to the Code, the implementation date, and/or the implementation method; and

2.7.3.3. any additional or supplementary revisions that may be required to the Code in light of the Authority's reasons for issuing the Send Back Notice.

2.7.4. The SMICoP Governance Board may, having regard to the comments made by the Authority in the Send Back Notice:

2.7.4.1. approve the proposed Send Back Process; or

2.7.4.2. instruct the Code Administrator to make specified changes to the Send Back Process and to resubmit it for approval by the SMICoP Governance Board.

2.7.5. Following its approval of the Send Back Process, the SMICoP Governance Board shall consider the Change Request (which may be revised in accordance with or to reflect the Send Back Notice), and decide whether to:

2.7.5.1. send it to the Change Advisory Board to consider and make recommendations;

2.7.5.2. reconsider its original decision on the Change Request; or

2.7.5.3. make a decision on the Change Request as amended in accordance with the Send Back Notice (for the avoidance of doubt an amended Change Request resulting from the Send Back Process shall not constitute an Alternative Change Request) without sending it to the Change Advisory Group for further consideration,

and having followed, as appropriate for each case, the procedure and timetable set out in the approved Send Back Process, the SMICoP Governance Board shall instruct the Code Administrator to re-submit the Change Request (revised or otherwise as appropriate) to the Authority for approval.

## **2.8. Authority Directed Review or Subsequent Change**

2.8.1. The Authority can direct a review and subsequent change to the Code as set out in supply Licence Conditions below:

*(c) the Authority;*

*(i) at any time to require the Licensee, together with all other licensed electricity and gas suppliers of Domestic Premises, to review such features of the Domestic Installation Code as it may specify ('the specified features');*

*(ii) following such a review, to issue a direction requiring the Licensee and all other licensed electricity and gas suppliers of Domestic Premises to make such modifications to any of the specified features as it may direct.*

## **2.9.Review of the Code**

2.9.1.The SMICoP Governance Board is, from time to time to review the Code to determine whether any revisions should be made to it.

2.9.2.It is expected that where there are revisions needed to the Code, that it will be more efficient to discuss in advance of any formal Change Request being raised.

## **3. MONITORING AND COMPLIANCE**

### **3.1.Monitoring and Compliance Techniques**

3.1.1.The following techniques will be used for monitoring and compliance:

3.1.1.1.Self-certification of compliance;

3.1.1.2.Independent audit of compliance; and

3.1.1.3.Customer surveys;

3.1.1.4. Publishing monitoring and compliance data.

3.1.2.Members are responsible for implementing and maintaining suitable management and record-keeping processes to evidence compliance with provisions in the Code that can be provided to the Authority on request.

### **3.2.Self-Certification of Compliance**

3.2.1.Self-certification is a statement signed by a board director of the Member stating compliance (at the time of signature) with all relevant clauses of the Code, along with confirmation that there is supporting material evidence of compliance;

3.2.2.Self-certification statements provided in accordance with Section B Appendix 1 including any additional Member statements will be provided to and retained by the Code Administrator;

3.2.3.Self-certification will be annual.

3.2.3.1 The first self-certification is due prior to a Member starting the Code Section 2 Pre-Installation process for Smart Metering Systems. For subsequent Member

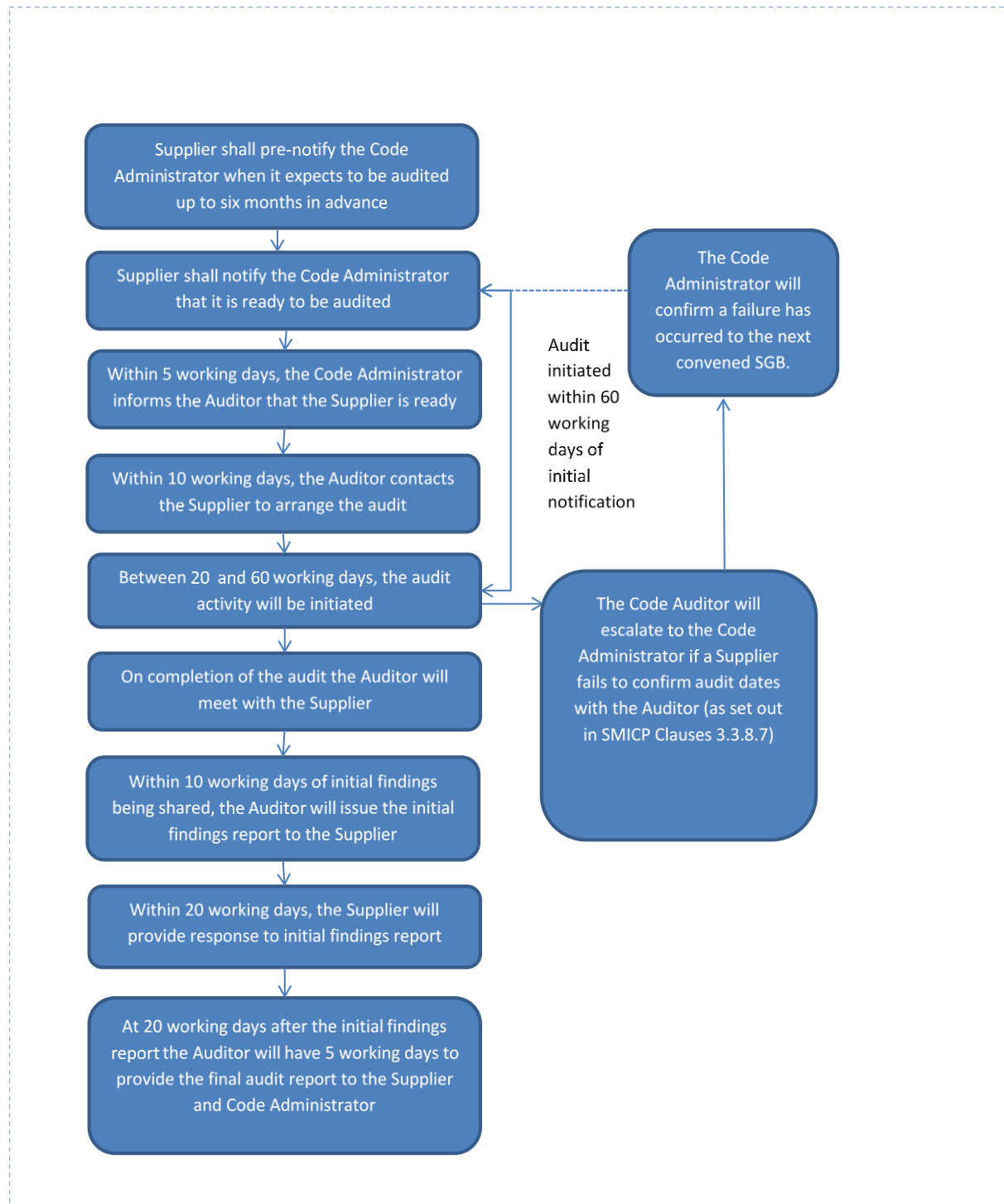
self-certification, these Members will comply with the annual timetable as defined in Clause 3.2.5.

3.2.4. The first self-certification statement should state that processes are in place for providing the material evidence of compliance for all relevant elements of the Code (post-approval from the Authority); and

3.2.5. Subsequent self-certification statements shall state that those processes are working appropriately, in addition to confirming that material evidence is available if requested by the Authority. Each subsequent self-certification statements will be in place by the 1<sup>st</sup> June each year.

### **3.3.Independent Audit of Compliance**

- 3.3.1. A single independent audit will be commissioned on all Members, with over 10,000 electricity and/or gas Domestic and/or Micro Business Customers, to provide assurance that processes and compliance is in place for all relevant aspects of the Code from the time of the last self-certification statement.
- 3.3.2. Any Member that exceeds the 10,000 electricity and/or gas Domestic and/or Micro Business Customers, will require an independent audit.
- 3.3.3. The Code Auditor (an independent auditor), will be procured by SMICoP Ltd and managed by the Code Administrator. The SMICoP Governance Board will make a recommendation on the appointment of the independent body and a final decision on the Audit specification to be used. The SMICoP Ltd Board will make the final decision on appointment of the independent body.
- 3.3.4. Independent audits will be conducted early in the mass roll-out of smart metering. The independent audits may be staggered over time to ensure the workload is manageable for the Code Auditor.
- 3.3.5. Costs for the independent audits will be borne directly by the individual Member's that are being audited.
- 3.3.6. Below is a diagrammatic representation of the audit process, which has been defined in the subsequent clauses.



### 3.3.7.Pre-Notification

3.3.7.1.Members shall use reasonable endeavours to send a notification to the Code Administrator up to six months in advance of when the Member expects to be ready to be audited.

### 3.3.8.Audit Initiation

- 3.3.8.1.Members that have a Self-Certification form in place on 1 September 2016 will use all reasonable endeavours to ensure that their audit is completed by February 2017 and will notify the Code Administrator when they are ready to be audited.
- 3.3.8.2.Members that do not have a Self-Certification form in place on 1 September 2016 shall notify the Code Administrator when they are ready to be audited and will use all reasonable endeavours to ensure that their audit is completed within six months of installing 1500 Smart Metering Systems. For the avoidance of doubt, an audit is only required where the Member exceeds the 10,000 electricity and/or gas Domestic and/or Micro Business Customers, in accordance with Clause 3.3.2.
- 3.3.8.3.Within five working days of the notice described in Clause 3.3.8.1 and Clause 3.3.8.2, the Code Administrator shall issue the Code Auditor with an application for audit, containing the Member's contact details, code constituency and a date by which the audit should be carried out. The Code Administrator shall also confirm, to the respective Member, the receipt of the notification and that the application has been forwarded to the Code Auditor, who shall subsequently contact the Member.
- 3.3.8.4. Within ten working days of receipt of an application described in Clause 3.3.8.3, the Code Auditor shall:
- A. Acknowledge receipt of the application to the Code Administrator;
  - B. Agree the audit dates with the Member, including when the initial findings report will be provided; and
  - C. Confirm an estimate of the applicable charges.
- 3.3.8.5.The audit activities shall commence within 60<sup>22</sup> working days of receipt of the application, unless otherwise agreed with the SMICoP Governance Board.
- 3.3.8.6.The audit activities shall not commence within 20 working days of initial contact from the Code Auditor, unless otherwise agreed with the Member.
- 3.3.8.7.Where a Member fails to confirm the audit dates with the Code Auditor, within 20 working days of initial contact by the Code Auditor, the Code Auditor will advise the Code Administrator. The Code Administrator will advise this anonymous failure to the next convened SGB.

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<sup>22</sup> The Code Auditor shall highlight to the SMICoP Governance Board instances where the audits are not initiated within 60 working days, together with the rationale for this delay.



### 3.3.9.Audit

3.3.9.1. Members shall ensure appropriate staff are available and be ready to provide demonstrable evidence of compliance with the SMICoP.

### 3.3.10. Audit Completion

3.3.10.1. Following completion of an audit, the Code Auditor will bilaterally meet with the Member to share initial findings. This will include:

- A. Setting out how they have assessed evidence of compliance against each relevant clause of the Code;
- B. Discussing with the Member where non-compliances have been identified;
- C. Discussing with the Member where observations have been identified.

### 3.3.11. Audit Reporting

3.3.11.1. The Code Auditor will develop and agree an audit report format with the SMICoP Governance Board.

3.3.11.2. An initial findings report will be issued to the Member within 10 working days of the initial findings being shared with the Member, as defined in Clause 3.3.10. This report will detail whether the Member is compliant with each relevant clause and if not, its rationale for stating that the Member is not compliant.

3.3.11.3. Members will have no more than 20 working days from the receipt of the initial findings report to provide any response to the Code Auditor. Where non-compliances have been identified, Members responses should detail whether they agree that they are not compliant and if not, provide further evidence / rationale to support their view. Where the Member agrees that it is non-compliant, it should resolve the non-compliance or provide a rectification plan setting out how the non-compliance will be resolved. For the avoidance of doubt, Members' comments and proposed rectification plans should be provided within this 20 working day period as there will be no further opportunities to provide comments to the Code Auditor.

3.3.11.4. Within five working days from the end of the Members initial findings response period, detailed within Clause 3.3.11.3, or receipt of a response from the Member, the Code Auditor shall produce a final audit report.

3.3.11.5. For each relevant Clause, the final audit report shall state:

- A. Whether the Member was compliant;
- B. If the Member was compliant, whether any observations were identified in order for the Member to improve its processes; and
- C. If the Member was not compliant, the Member's response to the initial findings report, whether the non-compliance has been rectified or whether a suitable rectification plan has been provided.

3.3.11.6. The final audit report shall be issued to the respective Member and the Code Administrator.

3.3.11.7. Copies of the final audit reports shall be available on request by the Authority.

3.3.11.8. The Code Auditor shall also provide the SMICoP Governance Board with monthly reports, detailing the activity and status of the audit process. All information contained within the report will be anonymised and shall include the below:

- A. Number of completed audits during the reporting period;
- B. Percentage of compliant and non-compliant audit outcomes during the reporting period;
- C. Number of audits currently ongoing or scheduled;
- D. Number of outstanding non-compliances; and
- E. For non-compliant audits the report will summarise actions taken and progress towards rectification.

#### 3.3.12. Corrective Actions

3.3.12.1. Members are responsible for implementing any corrective actions agreed as part of the audit process and arranging for the Code Auditor to carry out an assessment on these corrective actions.

3.3.12.2. Upon receipt of the notification of a Member's corrective actions, the Code Auditor shall agree with the Member the extent of further assessment and determine whether an additional site visit is necessary.

3.3.12.3. The Code Auditor shall agree with the Member:

- A. The length and scope of corrective action assessment;
- B. Key dates;
- C. Terms and contract; and
- D. Estimate of additional charges.

3.3.12.4. On agreement, a corrective action assessment schedule will be developed and provided to the Member and the Code Administrator.

3.3.12.5. The Code Auditor will carry out an assessment against non-compliances identified within the final audit report.

3.3.12.6. The Code Auditor will develop and agree a corrective action assessment report format with the SMICoP Governance Board. On completion of the corrective action assessment, the process defined in Clauses 3.3.10 and 3.3.11 will be followed for the areas of non-compliance.

### **3.4.Customer Surveys**

3.4.1. Customers will be surveyed by a suitably qualified independent Survey Organisation to monitor individual Members' compliance against the Code;

3.4.2. Individual Members will procure their own Survey Organisation and provide Customer data (for all completed installations except for those installations which include the provision (by the Member to the Customer) of an Alternative Display) to the independent Survey Organisation;

3.4.3. The Independent Survey Organisation will sample the data and survey the Customers using the SMICoP Governance Board approved survey specification set out in SMICoP Section C:

3.4.4. The reports will be made available to;

3.4.4.1. the SMICoP Governance Board on an aggregated, anonymised basis, when results are available from at least three participating suppliers (e.g. percentages, rather than finite numbers);

3.4.4.2. individual Members on their Customers' responses<sup>23</sup> to facilitate issue resolution;

3.4.4.3. the Authority and/or the Programme with both of the above reports on request.

3.4.5. The SMICoP Governance Board has set the:

3.4.5.1. Purpose, scope, and methodology;

3.4.5.2. Thresholds, sample size, and frequency;

3.4.5.3. Domestic and Microbusiness Questions to be asked of Customers;

3.4.5.4. Format of the data and reports.

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<sup>23</sup> This information will only be provided in anonymised form.

### **3.5 Publication of Domestic Customer Survey Reports**

- 3.5.1 The first Domestic Customer Survey Report, setting out survey results from Q4 2019, will be published by the end of April 2020. Thereafter, reports will be published within 3 months of the end of the calendar quarter to which it relates.
- 3.5.2 Each Domestic Customer Survey Report will cover a maximum of 12 months on a rolling basis. Results from prior to Q4 2019 will not be published on the SMICoP website.
- 3.5.3 The Domestic Customer Survey Reports will:
  - 3.5.3.1 contain the results reported by each Domestic supplier against survey questions 1, 2, 3, 4, 4a, 4b, 5, 5a, 6a and 6b (see para. 3 of Section C (Monitoring and Compliance Customer Survey Specification) Customer Survey Specification Overview, Survey questions) except where the sample size for an individual question is 30 or fewer responses;
  - 3.5.3.2 exclude free text comments from customers and demographic data;
  - 3.5.3.3 provide a descriptive explanatory narrative;
  - 3.5.3.4 for Suppliers reporting on a quarterly cycle, contain a time series of data reported in the current and previous three quarters, commencing from Q4 2019; and
  - 3.5.3.5 for Suppliers reporting on an annual cycle, contain the most recent data reported, commencing from Q4 2019.
- 3.5.4 The design of the report is for the SMICoP Governance Board to determine, in line with the above requirements.

### **3.6 Escalation Process**

- 3.6.1 The escalation process set out in clauses 3.5.2 to 3.5.6 below will be triggered and followed where:
  - (i) a Supplier is proposing or purporting to meet the obligations imposed on it under Standard Licence Condition 41 and/or 42 of its Electricity Supply Licence and/or Standard Condition 35 and/or 36 of its Gas Supply Licence through its compliance with this Code but has not signed up to adhere to this Code;

- (ii) a Member has failed or is failing to complete such documents or provide such information to the Code Administrator that it is required to complete and/or provide under and in accordance with this Code; or
- (iii) a Member has failed or is failing to undertake any tasks required to be undertaken by it under the Code in the manner specified in or by this Code,

and therefore, has failed or is failing to fulfil a '**relevant obligation**'.

#### 3.6.2 The Code Administrator will:

- (i) send an email to the relevant contact<sup>24</sup> at the Supplier/Member reminding them of the relevant obligation<sup>25</sup>, explaining that it has not been fulfilled by the Supplier/Member, and inviting them to engage with the Code Administrator within 15 working days of the communication being sent<sup>26</sup>; and
- (ii) where applicable, send with the letter the documents and/or details of the information that the Supplier/Member should complete and/or send to the Code Administrator.

3.6.3 Where the Supplier/Member fails to engage with the Code Administrator within 15 working days referred to in Clause 3.5.2(i), the Code Administrator will follow up with a call<sup>27</sup>, to the relevant contact at the Supplier/Member to remind them of the relevant obligation and the steps that the Supplier/Member is advised to take within 10 working days of the call.

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<sup>24</sup> It is expected that for a Member the relevant contact will be the SMICOP contact for whom the Code Administrator holds contact details and for a Supplier that has not signed up to adhere to the Code the relevant contact will be the Supplier's Regulatory Manager (or similar/equivalent).

<sup>25</sup> It is expected that the communication sent to the relevant contact of any Supplier, will be to the Contract Manager, if known, or company Director as confirmed via Companies House.

<sup>26</sup> This communication will be made via email where known and if not, then a letter will be sent to the Supplier's registered address.

<sup>27</sup> If the call cannot be connected or is not responded to then the process will move to the next escalation step (3.5.4)

3.6.4 Where the Supplier/Member fails to engage with the Code Administrator and/or fails to fulfil the relevant obligation within the 10 working days referred to in Clause 3.5.3, the Code Administrator will -

- (i) send a letter to the Director of the Supplier/Member reminding them of the relevant obligation, explaining that it has not been fulfilled by the Supplier/Member and inviting them to engage with the Code Administrator within 15 working days of the letter being sent;
- (ii) where applicable, the documents and/or details of the information that the Supplier/Member should complete and/or send to the Code Administrator.

3.6.5 The letter referred to in Clause 3.5.4 will also be copied to the relevant contact at the Supplier/Member and to the Authority.

3.6.6 Where the Supplier/Member fails to engage with the Code Administrator and/or fails to fulfil the relevant obligation within the 10 working days referred to in Clause 3.5.4, the Code Administrator will:

- (i) at the next scheduled meeting of the SMICoP Governance Board, notify the SMICoP Governance Board that one or more (as the case may be) Suppliers/Members<sup>28</sup> have failed to engage with the Code Administrator and fulfil their relevant obligations; and
- (ii) escalate the Supplier/Member's failure to fulfil the relevant obligation to the Authority for it to determine the next steps.

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<sup>28</sup> The names of the Suppliers/Members will not be disclosed to the SMICoP Governance Board – only the number of Suppliers/Members subject to the escalation process.

## Section B, Appendix 1

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[TO BE PRINTED ON COMPANY'S LETTERHEAD]

The Code Administrator  
SMICoP Limited  
Third Floor, Northumberland House  
303-306 High Holborn  
London  
WC1V 7JZ

### SMICoP Self Certification Statement of Compliance

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I hereby confirm that [ *Insert Company Name* ] is compliant (at the time of signature of this Self Certification) with all relevant clauses<sup>29</sup> of the Smart Metering Installation Code of Practice (the “Code”) and I confirm that there is supporting material evidence of compliance.

[I confirm that processes are in place for providing the material evidence of compliance for all elements of the Code]. [I confirm that the processes that are in place for providing the material evidence of compliance for all elements of the Code are working appropriately and that material evidence of this can be provided if requested by the Authority.]<sup>30</sup>

Company Name: .....

Company Address: .....

.....

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<sup>29</sup> Parties should decide themselves which are the relevant clauses within the SMICoP taking into account the different requirements for Domestic and Micro Business customers and being mindful of the specific clauses relating to Vulnerable customers.

<sup>30</sup> For the initial self-certification Members should use only the first sentence in square brackets and should delete the second sentence. For all subsequent self-certifications Members should delete the first sentence in square brackets and should only use the second sentence in square brackets.

Signature (Board Director):.....

Name (please print): .....

Contact Details: Tel: .....

E-mail: .....

Date of Signature: .....



## Section B, Appendix 2

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[TO BE COMPLETED BY THE MEMBER AND PRINTED ON MEMBER'S LETTERHEAD]

**ElectraLink**  
**Code Administrator for SMICoP**  
**Third Floor, Northumberland House**  
**303-306 High Holborn**  
**London**  
**WC1V 7JZ**

### **SMICoP Supplier Constituency Self-Declaration**

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I hereby confirm that as at the date of signing this Self-Declaration *[Insert Member Name]*, taken together with every other Licensee in the same Group<sup>31</sup> as *[Insert Member Name]* is a *[Insert the Supplier constituency<sup>32</sup> the Member falls within]*.

I also hereby confirm that, as at the date falling one month prior to the date given in the Date of Signature (as completed below), *[Insert Member Name]* taken together with every other Licensee in the same Group<sup>33</sup> as *[Insert Member Name]*:

- (i) supplied gas to *[insert number]* registered MPRNs<sup>34 35</sup>; and

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<sup>31</sup> 'Group' has the meaning given to it in the Glossary of Terms of the Code.

<sup>32</sup> Large Supplier or Small Supplier or Micro Business Supplier.

<sup>33</sup> 'Group' has the meaning given to it in the Glossary of Terms of the Code.

<sup>34</sup> MPRN means the Meter Point Reference Number, as the reference number used to uniquely identify gas supply points in Great Britain

<sup>35</sup> The number to be provided shall be the total number of MPRNs, relating to gas supply points of Domestic Customers and Micro Business Customers, for which either the Member or other Licensees in the same Group as the Member are registered at the relevant date

(ii) supplied electricity to [insert number] MPANs<sup>36 37</sup>

Company Name: .....

Company Address: .....

.....

Signature (Board Director):.....

Name (please print): .....

Contact Details: Tel: .....

E-mail: .....

Date of Signature: .....

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<sup>36</sup> MPAN means the Meter Point Administration Number, as the reference number used to uniquely identify electricity supply points in Great Britain.

<sup>37</sup> The number to be provided shall be the total number of MPANs, relating to electricity supply points of Domestic Customers and Micro Business Customers, for which either the Member or other Licensees in the same Group as the Member are registered at the relevant date.

# **Section C**

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## **Monitoring and Compliance Customer Survey Specification**

## Reporting Timetable

Calendar Quarter (CQ)	Relevant Reporting Period	Reporting Submission Deadline	Results issued to SGB and Suppliers <sup>38</sup>	SGB Meeting where results will be presented	Publication of Domestic Survey Results <sup>39</sup>
CQ1	1 Jan to 31 Mar	By no later than 20 Working Days after 31 March	By no later than 30 Working Days after 31 March	May SGB	By no later than the last Working Day of Jun
CQ2	1 Apr to 30 Jun	By no later than 20 Working Days after 30 Jun	By no later than 30 Working Days after 30 Jun	Aug SGB	By no later than the last Working Day of Sep
CQ3	1 Jul to 30 Sep	By no later than 20 Working Days after 30 Sep	By no later than 30 Working Days after 30 Sep	Nov SGB	By no later than the last Working Day of Dec
CQ4	1 Oct to 31 Dec	By no later than 20 Working Days after 31 Dec	By no later than 30 Working Days after 31 Dec	Feb SGB <sup>40</sup>	By no later than the last Working Day of Mar <sup>41,42</sup>

## Attachments

Attachment 1 – Example Domestic Customer Survey Returns Template

Attachment 2 - Example Micro-business Customer Survey Returns Template

<sup>38</sup> The SGB and Suppliers will receive anonymised Domestic and Microbusiness aggregated results and nonanonymised Domestic results.

<sup>39</sup> The un-anonymised Domestic Survey Results shall be published in accordance with SMICoP Section C, Clause 3.5.

<sup>40</sup> Meaning the month of February in the calendar year following the calendar year applicable for the relevant reporting period.

<sup>41</sup> Meaning the month of March in the calendar year following the calendar year applicable for the relevant reporting period.

<sup>42</sup> With the exception of the CQ4 for calendar year 2019 in respect of the results shall be published no later than the last Working Day of April 2020.

## **Customer Survey Specification Overview**

### **Purpose**

- 1.1. This specification is designed to establish whether the obligations and standards set out in the SMICoP are being followed by Suppliers (or their appointed agents) during the smart metering installation process. It supplements Suppliers' own compliance monitoring activities which are also specified within the Code.
- 1.2. It is separate from other internal feedback mechanisms established by Suppliers<sup>43</sup>. It is an independent view that is provided to the BEIS and Authority on request. If non-compliance is identified the findings could be used as a trigger for further investigation or information requests, and / or enforcement action.
- 1.3. It is not intended to evaluate customer satisfaction levels. However, Suppliers can use either a) the same survey or b) a different survey to track customer satisfaction for internal purposes.
- 1.4. The Monitoring and Compliance Customer Survey Specification applies in respect of the installation of a Smart Metering System at Domestic Premises and at premises of a Micro-Business Customer.
- 1.5. The Domestic Customer Survey Reports will be published on the SMICoP website.

### **2. Roles and Responsibilities**

- 2.1. Suppliers must procure the services of an external market research agency that adheres to the MRS Code of Conduct.
- 2.2. Results are to be shared in confidence via the SMICoP Code Administrator, with the Authority and/or the BEIS Programme on request, and the Supplier in question.

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<sup>43</sup> As set out in SMICoP Section A, 4 Post Installation, 4.2 Customer Feedback

- 2.3. Survey results will be sent confidentially to the SMICoP Code Administrator in the pre-agreed format (see Attachments 1 and 2). The SMICoP Code Administrator will collate the results and publish Domestic Customer Survey Results as described in Section B clause 3.5. Collated survey results, other than those provided to the Authority and/or BEIS, will be suitably anonymised.
- 2.4. The Authority has the right to request information from Suppliers to support a review of the external market research agency's processes.

### **3. Survey Questions**

- 3.1. This section contains a list of questions to be asked during the survey by all Suppliers using a yes/no/don't know/free text response. The questions should be asked in the same order that they appear in, with the demographic questions in Section C, Appendix D being addressed by all Suppliers using the cross-tabbed response forms provided in Attachments 1 and 2.
- 3.2. Additional wording has also been included to ensure that the most appropriate person is answering the survey. This should be included at the relevant stage to set the scene. The form of this wording can be amended so that it is tailored to meet each Suppliers' preference and to take into account whether the survey is being conducted by telephone or online. The survey should be done according to customer preference.
- 3.3. Suppliers should use all reasonable endeavours to engage in communicating with the Customers for whom English is not their first language, to ensure their responses are captured.
- 3.4. References in brackets refer to the SMICoP clause which includes the relevant requirement. These do not need to be included in the survey.

#### Domestic Customers

I would like to ask you some questions about the installation of your SMART Meter...I need to speak to the person who dealt with the [installation engineer] when the meter was installed. Are you the right person or do I need to speak to someone else?"

**Question 1** Before someone came to change your meter, were you told that you were getting a smart meter? (A2.7.1)

**Question 2** Were you offered an [Insert your own Supplier terminology (in home display)] (A3.5.1)

**Consideration Point:** *If the customer requires additional descriptors to aid in understanding what the survey question is referring to the following wording can be used:*

“A [Home Energy Monitor] is a portable device where you can see how much energy you’re using (past and present) and what it costs in pounds and pence.”

OR “The [Smart Energy Display] is a hand held device which communicates with your smart meter and shows the amount and cost of your energy usage”

**Question 3** Did the [installer/technician] provide a demonstration of the [insert your own Supplier terminology for equipment i.e. smart meter or IHD] installed? (A3.6.1)

**Consideration Point:** *If the customer requires additional descriptors to aid in understanding what the survey question is referring to the following wording can be used:*

“This is both a demonstration of the [home energy monitor] and being shown how to read the meter that was installed.”

**Question 4** Did the [installer/technician] offer advice or information on how to use less [Insert your own Supplier terminology for energy i.e. electricity and gas consumption] during the visit [Insert your own Supplier terminology on how this advice may have been imparted, or the specific terminology or language used, if appropriate]? (A3.7.1)

If yes:

a) When the [installer/technician] did offer advice or information, did you take up the offer?

If yes:

b) Did the advice or information given take into account your home and/or how you use [insert your own Supplier terminology for energy i.e. electricity and gas consumption]?

**Consideration Point:** *If the customer requires additional descriptors to aid in understanding what the survey question is referring to the following wording can be used:*

*“For example, only boiling the water you need in your kettle, turning down your thermostat to save money, replacing traditional light bulbs with energy saving ones of the same brightness”.*

**Question 5** Were you asked to pay for any goods and services before, during or after the installation visit?

**If yes**

- a. Had the [Supplier] asked for your permission to discuss goods and services before the visit?
- b. What goods and services were you asked to pay for?

**Consideration Point:** *It was noted that Suppliers need to get consent before discussing goods and services with customers.*

The final question refers to information about yourself:

**Question 6** Do you, or anyone in your household who was present at the installation, have any long term illness, health problem or disability which limits your daily activities or the work you can do?

**If yes:**

- a. Did this person have any additional needs or specific requirements that the installer/technician needed to take into account during the installation?

**If yes:**

- b. Did the installer/technician take into account these additional needs or specific requirements during the installation?

**If no:**

- c. You said that the installer/technician did not take into account the additional needs or specific requirements during the installation. Why do you say this?



### Micro-business Customers

- 3.5. I would like to ask you some questions about the installation of your Smart meter. As this survey includes questions about the discussions that took place before, during and after the installation visit; could I please speak with the manager, or the most appropriate person to answer these questions?

**Question 1** Before someone came to change your meter, were you told that you were getting a smart meter? (A2.7.1)

***Consideration Point:** This question is to be addressed to the customer (bill payer)*

**Question 2** Did the [installer/technician] provide a demonstration of the [insert your own Supplier terminology for equipment i.e. smart meter or IHD] installed? (A3.6.1)

***Consideration Point:** This question is to be addressed to the individual present at the installation.*

**Question 3** Did [your Supplier] offer advice or information on how to manage your [Insert your own Supplier terminology for energy i.e. electricity and gas consumption] usage [Insert your own Supplier terminology on how this advice may have been imparted, or the specific terminology or language used, if appropriate]?

This advice could have been given before, during or after the visit (A3.7.1)

***Consideration Point:** This question is to be addressed to the individual present at the installation if appropriate.*

**Question 4** Was there a charge for installation of the smart meter? (A2.7.4)

**If yes**

- a. Were you made aware of this before the visit took place?

**Consideration Point:** *'Charge' in this question refers to the equipment installed not charges for any remedial work*

**Question 5** Did you indicate any specific operational business needs when the installation appointment was being scheduled? (A2.7.6)

**If Yes to Question 5**

- a. Were these needs taken into account during the installation?

**If No to Question 5.a**

- b. what were the operation business needs that you identified that weren't taken into account in the installation process?

**Question 6** Did the Supplier check whether your premises has any domestic premises associated with it? (A3.3.13)

**Consideration Point:** *This question is to ensure that Suppliers consider the needs of domestic residents at a Micro business premises.*

#### 4. Methodology

- 4.1. Interviewing will be conducted via telephone (CATI) and/or online, taking into account customer preference and accessibility to telephone and online surveys.
- 4.2. Minimum sample size per Supplier is included in Appendix A. Suppliers should ensure that they chose a methodology with a sufficient response rate to meet the minimum sample size, noting that the response rates will vary, with online surveys generally having a lower response rate than telephone surveys. Samples should be drawn from all installations carried out by the Supplier in the relevant period.
- 4.3. If a Supplier fails to meet the minimum sample size then the results should still be submitted to the Code Administrator, together with an explanation e.g. low response rate, fewer installations carried out than expected. The Code Administrator will inform the SGB of the size of the sample and the SGB will determine whether there are sufficient results for a robust comparison.

- 4.4. Suppliers will make all reasonable endeavours for the interviews to be completed within 10 days of installation, up to a maximum of 15 Working Days.
- 4.5. Interviews will be spread over the quarter and not a snapshot in time.
- 4.6. Suppliers will provide a complete list of completed installations to their chosen agency each week.
- 4.7. The selection of which days and times to interview the customer can be made by the research agency to ensure MRS Code of Conduct is adhered to.
- 4.8. The selection of jobs to survey will be made by the Supplier's chosen agency.
- 4.9. Suppliers should provide to the Code Administrator a one-off, short (approximately one page) summary of the methodology employed by their survey organisation for the survey. This should be provided alongside the Q2 2016 results or, if results are not submitted in Q2 2016, the first set of results to be submitted. This methodology summary need only be submitted once, unless there is a substantive change to the methodology used, in which case, an updated methodology summary should be submitted. The summary should include:
  - A summary of how customers were sampled:
    - How you propose to meet the minimum sample criteria
    - Whether any customers are excluded from the research (e.g. because they have opted out)
    - How differences in communication preference (e.g. online/telephone) were accounted for.
  - Your recruitment process, including;
    - How non-responders are followed up
    - Any incentives offered
  - How was your survey administrated:
    - Software used to support online/telephone data collection
    - Introductory or explanatory text used
    - Data privacy notices provided to consumers
    - Were the compliances questions included as part of a wider survey conducted by the suppliers
- 4.10. The methodology statements will be provided to the Authority and/or BEIS.

## 5. Reporting

- 5.1. The surveys are to be carried out on a 12-month period of a calendar year. If a Supplier starts their survey during the year, then they will be required to provide results on a pro-rata basis for that calendar year beginning in the quarter that they begin to carry out surveys.
- 5.2. The calendar year quarter cycles have been provided in the Reporting Timetable on the Contents Page.
- 5.3. Reporting frequency is in line with this specification.
- 5.4. A standardised reporting format will be agreed with the SMICoP Code Board and Suppliers will complete this in line with this specification and send securely to the SMICoP Code Administrator. All Suppliers are to take the surveys and report within agreed prescribed periods.
- 5.5. Suppliers are to submit a completed report to the SMICoP Code Administrator in line with the Reporting Timetable following the end of each relevant reporting period. This window of submission is to allow Suppliers to conduct surveys for installations that take place up to and including the final working day of any given quarter.
- 5.6. Only the results of surveys for installations completed within the calendar quarter for any given report are to be included in that report, notwithstanding that surveys can be conducted up to a maximum of 15 Working Days post installation.
- 5.7. No Supplier will be able to see other Suppliers' results and the SMICoP Code Administrator shall keep them confidential and not disclose a Supplier's report to any other Supplier until such time as the Domestic Customer Survey Report is published.
- 5.8. When reporting the Domestic Customer Survey results, Suppliers should also provide the following information from their internal systems to address the demographic questions:
  - Does the customer have a Priority Services Register (PSR) flag (Yes/No)?
  - Is the meter mode set to credit/pre-payment?
  - Does the customer pay by Direct Debit/other payment method?
  - Which Grid Supply Point (GSP) Group is the customer in?
- 5.9. Where the customer is a gas only customer and the registration data held by the Supplier does not allow the GSP Group to be identified, the GSP Group should be reported as "n/a" in the survey results.

5.10. For additional details on the format that this data should be submitted in see Appendix B 'Reporting File Structure'.

5.11. Suppliers shall ensure that they do not provide the Code Administrator with the personal data of any individual within the free text response.

## **6. Complaint Handling**

6.1. All Suppliers will take ownership for managing their own customer's complaints arising from the customer surveys.

## Section C, Appendix A: Minimum Sample Size

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### **Installations at Domestic Premises**

#### ***Fewer than 5k planned installation-visits per annum***

If a Supplier is planning fewer than 5k installations in respect of Domestic Premises within the calendar year, there is no requirement to survey customers for compliance purposes.

#### ***5k-20k planned installation-visits per annum***

If a Supplier is planning between 5k-20k installations in respect of Domestic Premises within the calendar year, a total of 500 surveys will need to be completed to cover the 12-month period. The Supplier will advise the Code Administrator before the end of the first Calendar quarter (January-March) if they are planning on installing between 5k-20k installations in respect of Domestic Premises within that calendar year. Results from surveys will be submitted in full no later than four weeks after the end of the calendar year to which they relate, and could be passed to (or requested by) the Authority, and be used for compliance purposes.

#### ***More than 20k planned installation-visits per annum***

If a Supplier is planning more than 20k installations in respect of Domestic Premises within the calendar year, a minimum of 500 surveys will need to be completed each calendar quarter. Results from these surveys could be passed to (or requested by) the Authority, and used for compliance purposes. Regardless of whether the 500 survey target is met, results from these surveys should be submitted on a quarterly basis. Results from these surveys could be passed to (or requested by) the Authority, and used for compliance purposes.

### **Installations at premises of Micro Business Customers**

#### ***Fewer than 5k planned installation-visits per annum***

If a Supplier is planning fewer than 5k installations in respect of premises of Micro Business Customers in the next 12 months, then reasonable endeavours should be used to gather as many survey returns as possible. Results from these surveys should be submitted on an annual basis. Interim results from these surveys could be passed to (or requested by) the Authority, but only the annual results would be used for compliance purposes.

#### ***More than 5k planned installation-visits per annum***

If a Supplier is planning more than 5k installations in respect of premises of Micro Business Customers in the next 12 months, reasonable endeavours should be taken to carry out 500 surveys each calendar quarter. Regardless of whether the 500 survey target is met, results from these surveys should be submitted on a quarterly basis. Results from these surveys could be passed to (or requested by) the Authority, and used for compliance purposes.

File Name: Smart Metering Installation Code of Practice Section C: Monitoring and Compliance Customer Survey Specification

## Section C, Appendix B: Reporting File Structure

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### **SMICoP compliance reporting file structure**

The responses to the survey will be submitted using the file structure provided as Attachment 1. Within this file the checksum is the total of the No. of 'Y', 'N', 'Don't Know' and free text answers from within the survey summary report details.

This file format will be used for all questions, the first questions asked will be the meter installation questions and the next questions asked will be the demographic question.

### **Note**

The checksum calculation should be the 'No. of surveys completed' value multiplied by the number of questions that is included in a survey. This includes both the survey question and sub-questions and should exclude the demographic survey questions.

## Section C, Appendix C: Code Administrator Responsibilities

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### Code Administrator responsibilities

The Code Administrator will:

- receive reports in line with the Appendix A guidance;
- publish a timetable to all Suppliers detailing the dates by which such reports should be submitted and the reporting period to be included in each;
- develop a common reporting format and require reports to be delivered electronically by email;
- store the reports received securely to ensure confidentiality of the data;
- validate the checksum in the trailer record of the file;
- check the file for completeness ensuring all data items are populated and the data format is correct for each;
- check the reporting period start and end dates match those expected and published in the reporting timetable;
- follow up errors or omissions identified in the validation of the report with the submitting Supplier and request for a corrected report to be provided within an agreed timescale;
- immediately after a quarterly scheduled report submission date has passed, check that reports have been received from all relevant suppliers and follow up any missing reports with the supplier(s) concerned;
- at the next available SGB, present a collated anonymised compliance report of all survey information received in the most recent reporting quarter. The report to the SGB will include the count of survey returns for each Supplier in an anonymised format; and
- publish the Domestic Customer Survey Reports in accordance with 3.5.4 in the format and location as specified by the SMICoP Governance Board.



## Section C, Appendix D: Demographic Questions

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### Domestic Customer Survey Demographic Question

#### **D1. In which of these ways do you occupy this accommodation?**

1. Own it outright/with mortgage
2. Rent from private landlord
3. Rent from social landlord
4. Other
5. Refused

### Micro-business Customer Survey Demographic Questions

All questions have 'don't know' option included, allowing for respondents unaware of the wider business to respond.

#### **D1. What is the size of your business (including all sites), in terms of employee numbers? SINGLE CODE**

- Sole trader
- 2-10 employees
- 11-50 employees
- More than 50 employees
- Don't know

#### **D2. Which of the following best describes your type of business premises? SINGLE CODE (To discuss – are the breakdowns of meter relationship required)**

- We are based in a residential house or flat (we have no separate business premises)
- We rent our premises as tenants – and we have no right to change our energy meters, this is solely the landlord's decision
- We rent our premises as tenants – and we have the right to change our energy meters if we choose
- We rent our premises as tenants – but I don't know if we can change our energy meters if we choose
- We are owner occupiers of our premises
- Don't know

**D3. From the following list, what is your industry sector? SINGLE CODE (To discuss – is a more detailed SIC classification required for micro-business)**

- Public sector (including health / social work / education)
- Hospitality/accommodation/food service
- Retail
- Administrative (private sector)
- Manufacturing
- Agriculture/forestry/fishing
- Construction
- Transport/storage
- Information and communication
- Financial/insurance/real estate/ professional services
- Arts/entertainment/leisure
- Other business sector
- Don't know

