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R0207 IMPORT / EXPORT MOA CHARGING CLARIFICATION WORKING GROUP
MEETING MINUTES

DATE	**03 September 2025, 14:00**
LOCATION	**Microsoft Teams**

Attendee	Representing	Initials	Role
Holly Law	REC Code Manager	HL	REC Change Delivery and Release Manager
Jonathan Hawkins	Retail Energy Code Company	JH	Director of Market Design
Jonny Moore	Retail Energy Code Company	JM	Operations Consultant
Glenn Sheern	REC Code Manager	GS	REC Regulatory Specialist
Jon Leaver	Octopus Energy	JL	Working group member
Edward Goddard	Octopus Energy	EG	Working group member
Daniel Declercq	Octopus Energy Services	DD	Working group member
Molly Fraser	REC Code Manager	MF	REC Technical Services
Jamel Johnson	SO Energy	JJ	Working group member
Kristina Leary	SMS Energy	KL	Working group member
Martin Brailsford	AMO	MB	Working group member
Rebecca Bennett	Centrica	RB	Working group member
Riley Gallacher	Octopus Energy	RG	Working group member
Simon Shaw	Good Energy	SS	Working group member
Tricia Grace	IMServ	TG	Working group member
Yvette Lawrence-Hood	Centrica	YLH	Working group member

1 INTRODUCTIONS

JH opened the meeting, introduced himself, and outlined his role in supporting the Change Proposal discussion.

Acknowledged that the session would be interactive and that the slides had been circulated in advance.

2 CONFIRMATION OF AGENDA

JH explained the purpose of the working group was to revisit and refine the problem statement and solution for the Change Proposal concerning Export Supplier and Meter Operator contractual arrangements.

Emphasis on this being a straw man proposal, open to refinement and impact assessment by the working group.

3 UPDATE TO PROBLEM STATEMENT

JH advised the group that the original problem statement lacked reference to the commercial complexity of the issue.

JH proposed an updated version to include:

The difficulty in agreeing contracts between Export Suppliers and all Meter Operators and the non-competitive risk in current arrangements.

Feedback:

TG supported the clarification, especially the addition regarding contract agreement difficulties.

There were no further comments on the update to the problem statement.

4 REVIEW OF ORIGINAL SOLUTION

JH explained the original solution proposed that the REC obligate Meter Operators to treat all suppliers equally in terms of cost for the same service.

- Issues Identified:
    - Unintended consequences in a competitive market.
    - Enforcement challenges for the REC Performance Assurance Board and Code Manager.
    - Legal ambiguity – the text could be interpreted as applying to all services, not just export.

Conclusion: The original solution is not viable and would likely not meet Ofgem's approval.

5 MHHS CONTEXT

JH gave an overview of the slide MHHS context (slide 5 of the attached pack), providing an overview of the MHHS solution for agent appointment where a MOA accepting an appointment for an Import Metering Point would be automatically appointed for any linked Export Metering Point. This would be completed automatically, regardless of whether a contract existed between the MOA and the Export Supplier.

TG asked what the assumption would be about charging for the MOA. Who would the MOA charge if they don't have a contract with the Export Supplier?

JH answered that the Codes do not set out a solution for this today, therefore the Meter Operator would have to determine how they manage this scenario as the obligation at the moment is for that contractual relation to be agreed. We know that's not in place with most suppliers and Meter Operators because of the complexity and the difficulty and ultimately most of the market have reported that they don't want to agree contracts just for this particular use case. So at the moment the default position is it's an issue for individual Meter Operators to determine how they resolve that.

DD asked If the Export Supplier is not currently with MHHS, how exactly would we synchronise the MTD's? Would MOA's use the new DIP messages / IF flows or would they be expected to send legacy flows to the export supplier?

JM answered the current obligation would still apply to appoint the same MOA. So the Export Supplier would be required to appoint the same MOA through the legacy arrangements. The existing method of updating the metering would happen and the MOA would need to determine how to update MTDs for both Metering Points.

EG asked for clarification on if no contract's been agreed, then what should be done? He said that the answer seemed to be that's for the individual MOA to figure out, but if it hasn't been figured out, then then will the MOA still be appointed to the Export Metering Point or not?

JH clarified that the MOA will be automatically appointed regardless, so it will be appointed for that Export Metering Point if it accepts the appointment for the import.

JH clarified that this is the current arrangements for MHHS as of today, in the absence of the current proposal being implemented, and this proposal will look to address these concerns.

JH also flagged that there are still additional optional services that MHHS won't be compelling, that the Meter Operator would have no obligation to provide to a supplier in the absence of an agreed contract. This includes services such as meter installations/exchanges, fault investigations, site visits, etc which are set out in the Metering Operations Schedule.

If the Meter Operator happens to have bespoke products or services it provides to its customers on a competitive basis (e.g. digital portals, contact centre solutions, analytics capability, etc), the Meter Operator is also under no obligation to provide those services. The REC Metering Operations Schedule does not distinguish between these activities and currently sets out the process to follow in the event the service is requested. The schedule wasn't written in a way that assumed this type of role so there is a broader question around whether the REC should clarify between these types of scenarios.

JL expressed that he agrees that the codes don't go into enough detail regarding these scenarios and having that clarity would be really useful.

SS expressed support for the direction this is going in and that they would really like to see this clarity and it would be beneficial output from this workgroup.

6 EXCEPTIONS

JH gave an overview of exceptions where it would not be appropriate to appoint the same Meter Operator. There are scenarios where that link can be removed, by sending an IF-019 message to the DNO, allowing separate Meter Operators to be appointed for the Import and Export Metering Points.

DD asked if there are controls to prevent an IF-019 being sent to remove a link in circumstances where it shouldn't be (e.g. if a supplier doesn't want its MOA to provide MTD updates to the Export Supplier). Would an Import Supplier or MOA be able to cancel any associations for Metering Points that they don't want to manage?

JM advised that the guidance to be produced by Elexon and the MHHS Programme sets out if the same meter is being used across an import and export association, then it should be linked. The DNO will be required to reference this guidance when determining whether to accept or reject the Supplier's request to add or remove an Import/Export association.

7 STRAWMAN

JH talked through the strawman of the proposal on slide 8 of the attached pack.

- Define "Associated Export MOA Services" as mandatory services under REC.
- MOAs must provide these services without requiring a separate contract with, or direct payment from, the Export Supplier.
- Optional services remain subject to bilateral agreements.
- The proposal aims to reduce complexity and enable compliance with the REC and BSC without disadvantaging Suppliers.

8 IMPACT TO COMPETITION

JH talked through slide 9 in the attached pack on the impact to competition of the proposed strawman and invited working group members to share views or comments. There were none.

9 CONSUMER IMPACT

JH talked through slides 10-11 in the attached pack to consider potential Consumer Impact.

ER raised that as well as considering potential detriment to Consumers, we need to also think about the counterfactual that there is a cost and impact to Consumers as a result of the current arrangements that could be avoided. The proposed solution should be assessed against the benchmark in the current situation and factor in the overall cost to the consumer and benefits associated with competition and where there are different options around charging.

JH agreed it's a very good point, and it should be noted in the report.

10 DRAFT LEGAL TEXT

JH shared draft legal text and informed the group that further refinement is needed, definitions for "export supplier," "mandatory services," and "optional services" to be developed and that a legal review and working group input are required.

TG asked what happens if the Import Supplier refuses to accept the MOA's charges and the Export Supplier refuses to accept the MOA's charges, but the code obligates the MOA to provide the charges.

JH explained that the assumption here would be that the Meter Operator would need to factor in the cost of this service into the charges they agree with their Import Supplier.

JH explained that we will need to validate some of these assumptions through Impact Assessment and that it may be appropriate for some of the responses to be set as confidential, by default, so that those Meter Operators that are willing to share commercial assumptions they've made to date can do so.

JH explained that going forward we need to define the definition of the mandatory and optional MOA services are and will be bought back to the next session.

SS supported this and having clarity on what is defined as a non-chargeable activity, and then what are the additional services.

JH invited views and comments on the initial view of the strawman.

RG expressed worry around what happens when it goes wrong, given the Supplier and MOA won't have contracts where SLA's and escalation processes are agreed, and asked will there be an escalation process through the REC or something very clear that they can follow when things are not going as we would expect them to as a Supplier?

JH explained that there's two parts to this, the SLA's and timings for things like appointments and synchronising metering is defined and is subject to REC Performance Assurance. The other aspect of "what happens when things goes wrong" feeds into that point around whether the Metering Operations Schedule should be updated to clarify how scenarios like incorrect Meter Technical Details, faults and other services should be treated where there is an Associated Export Metering Point. If something is identified by the Export Supplier, as opposed to the Import Supplier, what is the mechanism for doing resolving this? Should the Export Supplier be raising that directly with the Meter Operator or should the Export Supplier be raising that with the Import Supplier to raise with the Meter Operator.

JH explained that this is something that can be explored as a specific item on the next session.

11 ACTIONS & NEXT STEPS

Action Item	Owner	Deadline/Notes
Refine strawman proposal and legal text	Jonathan Hawkins & Legal Team	Before next working group
Conduct impact assessment	REC Code Manager	Post refinement
Define mandatory vs. optional services	Legal Team & Working Group	In next session
Set up second working group session	Holly Law	Date TBC
Share high-level meeting summary	Holly Law	Before 11/09/25
Accept bilateral feedback from participants	Holly Law / Jonathan Hawkins	Ongoing

HL thanked attendees for their engagement and feedback. Participants encouraged to reach out via email for further discussion or confidential input.