RETAIL ENERGY CODE

Data Access

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RETAIL ENERGY CODE

SCHEDULE 12

Data Access

Version: 2.32 Effective Date: TBC31 January 2022

Domestic Suppliers	Mandatory (electricity only)
Non-Domestic Suppliers	Mandatory (electricity only)
Gas Transporters	N/A
Distribution Network Operators	Mandatory
DCC	N/A
Metering Equipment Managers	Mandatory
Non-Party REC Service Users	Mandatory for Enquiry Service Users

Change History

Version Number	Implementation Date	Reason for Change
0.1	N/A	Version for Summer 2020 publication
0.2	N/A	Version for December 2020 consultation
0.3	N/A	Incorporating respondents comments
0.4	N/A	Revisions made as part of CR-D092
2.0	1 September 2021	Revisions made as part of CR-D101
2.2	31 January 2022	R0012
2.3	TBC	R0022

1 Introduction

1.1. This REC Schedule:

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(a) sets out how to become an EES User;

(b) describes the Data Access Matrix which governs the data that different categories of EES User can access;

(c) describes the purposes for which categories of EES User are authorised to use the data accessed via the Electricity Enquiry Service;

(d) defines the terms of use associated with data accessed via the Electricity Enquiry Service; and

(e) sets out obligations on Electricity Suppliers, Distribution Network Operators and Metering Equipment Managers to make data available so that it can be accessed through the Electricity Enquiry Service.

1.2. This REC Schedule should be read in conjunction with the EES Service Definition which defines the service being delivered by the Electricity Enquiry Service, including the means by which data is made available to EES Users.

1.3. RECCo shall contract with one or more REC Service Providers for provision of an Electricity Enquiry Service consistent with the description set out in the EES Service Definition. Where necessary, RECCo shall exercise its rights under the service provider contract to ensure that the contract remains consistent with the EES Service Definition.

1.4. Each Electricity Supplier and Distribution Network Operator shall take all steps within its control to ensure that RECCo complies with its obligations under Paragraph 1.3.

2 Provision of Data to the Enquiry Services

2.1. Each MPAS Provider shall provide updates to the Electricity Enquiry Service Provider, in the format specified within the Data Specification, upon completion of Total Daily Processing.

2.2. Each Metering Equipment Manager shall make data available to the relevant MPAS Provider as described in the Metering Operations Schedule.

3 Provision of Enquiry Services

3.1. RECCo shall ensure that the EES Provider provides each EES User with access to the Data Items held in the Electricity Enquiry Service, subject to and in accordance with this REC Schedule and (in the case of each EES User which is not a Party) it's Access Agreement.

3.2. RECCo shall ensure that the EES Provider only permits each EES User to access Data Items through the Electricity Enquiry Service which that EES User is authorised to access, as set out in the Data Access Matrix (and subject, in the case of a Non- Party REC Service User, to any additional limitations in its Access Agreement).

3.3. Data shall be made available to EES Users through various means including a web portal, APIs and reports. Conditions may be placed on EES Users regarding access to data via these different means, as set out in this REC Schedule and the EES Service Definition.

3.4. The data sets available via the web portal and API service shall be provided in the format prescribed in the Data Specification. Data may be provided to EES Users via bilateral

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commercial agreements with RECCo, in accordance with Paragraph 13.

3.5. Charges for the provision of standard access to data through the Electricity Enquiry Service are set out in the REC Charging Statement and in accordance with the REC Charging Methodology. Different charges may be charged for different categories of EES User, as described in the REC Charging Statement. Charges for the bilateral commercial agreements described in Paragraph 13 will be agreed on a bilateral basis.

3.6. RECCo gives no representation or warranty as to the accuracy or completeness of the EES Data.

3.7. Regulatory responsibility for the accuracy of EES Data rests with the Data Master for each Data Item as set out in the Data Specification. Without prejudice to the powers of the REC Performance Assurance Board, no EES User shall have any claim against the relevant Data Master regarding the accuracy or completeness of the EES Data.

4 Data Access Matrix

4.1. The Data Access Matrix sets out the Data Items that each category of EES User can access.

4.2. The Data Access Matrix forms part of the Data Specification. The Code Manager is responsible for managing updates to the Data Access Matrix in accordance with Paragraphs 8 and 9.

4.3. The EES User Categories, which shall be maintained in the Data Access Matrix, are as follows:

(a) a separate category for each Market Role;

(b) Third Party Intermediary and Third Party Intermediary Service Providers;

(c) Non-Domestic Consumer (for portfolio access);

(d) local authorities in Great Britain;

(e) the UK Government Department for Work and Pensions;

(f) HM Revenue and Customs, UK police forces and other law enforcement agencies;

(g) the UK Office for National Statistics;

(h) the Energy Theft Tip-Off Service Provider;

(i) the UK Revenue Protection Association;

(j) Citizens Advice/ Citizens Advice Scotland, and the Energy Ombudsman;

(k) the Microgeneration Certification Scheme Service Company;

(l) the Alt HAN Company (established under the Smart Energy Code);

(m) Energy (UK);

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~~(m)~~(n) Electricity Market Reform Settlement Limited (EMRS)

~~(n)~~(o) the BSC Technical Assurance Agent;

~~(o)~~(p) the Authority;

~~(p)~~(q) the Code Manager; and

~~(q)~~(r) a separate category for each manager or administrator of each other Energy Code.

4.4. For each EES User Category, the Data Access Matrix must specify:

(a) the Data Item(s) (if any) for which an EES User has access for all Metering Points (known as 'Community View'); and

(b) the Data Item(s) that each EES User can access for a Metering Point only if it has a specified responsibility for that Metering Point (known as 'Portfolio View').

4.5. Where an EES User Category relates to a single organisation (such as Alt HAN Company), access is granted based on role requirements and may not be reflected within the Data Access Matrix.

~~4.5.~~4.6. The Data Access Matrix may include other conditions, where applicable.

~~4.6.~~4.7. The Code Manager shall publish the Data Access Matrix, and any changes to it, on the REC Portal.

~~4.7.~~4.8. Where a Non-Party REC Service User applicant wishes to become an EES User and requests access to only a sub-set of the data to which its EES User Category is ordinarily permitted access (in accordance with the Data Access Matrix), then:

(a) the Code Manager may (at its discretion) opt to assess the applicant only in respect of the sub-set of data (and paragraph 6 and the Qualification and Maintenance Schedule shall apply accordingly, including in respect of maintaining Qualification); and,

(b) if the Code Manager does opt to assess the applicant only in respect of such a sub-set of data, then the EES User's access shall be limited to that same sub-set of data, and this restriction shall be documented in its Access Agreement (notwithstanding the access rights that would ordinarily apply in accordance with the Data Access Matrix), but without prejudice to the EES User's ability to apply for access to a wider set of data.

5 Purpose of Access

5.1. Each EES User shall only access data in accordance with the terms of use set out in this REC Schedule.

5.2. Each EES User is authorised to access data via the Electricity Enquiry Service, and to use that data, only for the specific purpose described in this Paragraph 5. No EES User shall access data via the Electricity Enquiry Service for any other purpose, and no EES User shall use the data accessed via the Electricity Enquiry Service for any other purpose.

5.3. The authorised purpose for each category of EES User is as follows:

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(a) each Party which holds an Energy Licence – for the purpose of the business authorised by its Energy Licence;

(b) for each Market Role other than those required to hold an Energy Licence – for the purpose of performing the relevant Market Role;

(c) Third Party Intermediaries and Third Party Intermediary Service Providers – where a Consumer makes a request in relation to the Metering Point for that Consumer's premises, providing data to that Consumer (indirectly via a Third Party Intermediary in the case of Third Party Intermediary Service Providers) to assist the Consumer in exploring whether to make a Switch;

(d) Non-Domestic Consumers – for whatever purpose it sees fit (subject to Paragraph 10);

(e) local authorities in Great Britain – for the purpose of performing their statutory functions;

(f) the UK Government Department for Work and Pensions - for the purpose of performing its statutory functions;

(g) HM Revenue and Customs, UK police forces and other law enforcement agencies - for the purpose of performing statutory their functions;

(h) the UK Office for National Statistics – for the purpose of performing its statutory duties;

(i) the ETTOS Service Provider – for the purpose of performing its role under this Code;

(j) the UK Revenue Protection Association - for the purpose of directing Energy Theft queries to the relevant Electricity Supplier and / or Distribution Network Operator;

(k) Citizens Advice / Citizens Advice Scotland and the Energy Ombudsman – for the purpose performing their statutory functions;

(l) the Microgeneration Certification Scheme Service Company – for the purpose of performing its role under the Microgeneration Certification Scheme;

(m) the Alt HAN Company – for the purpose of performing its role in accordance with Section Z2 of the Smart Energy Code;

(n) Energy UK - for the purpose of providing an anonymised monthly switching report;

(o) Electricity Market Reform Settlement Limited (EMRS) – for the purpose of fulfilling its role in the Capacity Market and Contracts for Difference scheme;

~~(o)~~(p) the BSC Technical Assurance Agent – for the purpose of performing its role in accordance with the BSC;

~~(p)~~(q) the Authority - for the purpose performing its statutory functions;

~~(q)~~(r) the Code Manager – for the purpose of fulfilling its functions under this

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Code; and

(r)(s) each manager or administrator of another Energy Code - for the purpose of fulfilling its functions under the relevant Energy Code.

5.4. Any access of data via the Electricity Enquiry Service, and/or use of data obtained via the Electricity Enquiry Service, otherwise than in accordance with this REC Schedule shall be a material breach of this Code, which may lead to an Event of Default.

6 Confidentiality and Data Protection

6.1. Each EES User shall keep the data it obtains via the Electricity Enquiry Service confidential in accordance with Clause 18 (Confidentiality) of the main body of this Code, save to the extent that disclosure is strictly necessary to achieve the purpose authorised by Paragraph 5.

6.2. It is acknowledged that some of the data obtained via access to the Electricity Enquiry Service, constitutes Personal Data.

6.3. It is acknowledged that each EES User acts as an independent Data Controller in relation to the data that it accesses via the Electricity Enquiry Service. Clause 19 (Data Controller Obligations) of the main body of this Code shall therefore apply.

7 Becoming an EES User

7.1. Each Electricity Supplier, Distribution Network Operator and Metering Equipment Manager is entitled to become an EES User by virtue of being a Party. Each such Party shall Qualify (and remain Qualified) as an EES User in accordance with the Qualification and Maintenance Schedule[1].

[1] In practice, access to the Electricity Enquiry Service may be granted prior to the organisation becoming Qualified in a particular Market Role, to support testing activities undertaken during the Entry Assessment process.

7.2. An EES User that is not a Party must have an Access Agreement in place with RECCo, and must have completed the required Information Security and Data Protection Assessment activities in accordance with the Qualification and Maintenance Schedule, before the EES User can access the Electricity Enquiry Services or receive EES Data in accordance with Paragraph 13.

7.3. Individuals or organisations (not being Parties) which wish to become an EES User should apply to the Code Manager via the REC Portal. The Code Manager shall agree a plan for meeting any on-boarding requirements set out in the Qualification and Maintenance Schedule.

7.4. Each application will be assessed by the Code Manager against criteria approved by the REC Board and published on the REC Portal. The Code Manager shall, based on its assessment of the criteria, decide if the application should be approved or rejected and advise the applicant regarding the outcome of the assessment, including rationale for any rejection. The criteria may differ for each EES User Category, and shall (as a minimum) cover:

(a) applicant identity validation;

(b) confirmation that the applicant meets the characteristics expected for the requested EES User Category; and

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(c) confirmation that the Data Items to which access is requested are consistent with those permitted in the Data Access Matrix.

7.5. Where an applicant disagrees with the Code Manager's decision to reject its application, the applicant may appeal that decision to the REC Performance Assurance Board by submitting an appeal to the Code Manager (using the proforma provided for this purpose on the REC Portal). Any appeal made to the REC Performance Assurance Board by an applicant must specify the reasons for such an appeal.

8 Adding or Removing a Data Item in the Data Access Matrix

8.1. The Code Manager shall ensure that all Data Items defined in the Data Specification could be covered by the Data Access Matrix, and that the access rights permitted by the Data Access Matrix are consistent with the Data Access Principles.

8.2. The Code Manager shall include, within the Data Access Matrix, rules for accessing any new Data Items added to the Data Specification.

8.3. The Code Manager shall raise and manage proposals to add or remove Data Items from the Data Access Matrix, in accordance with the Change Management Schedule, to be assessed against the Data Access Principles and the charging arrangements described in Paragraph 3.5.

8.4. Before submitting a Preliminary Change Report requesting a change, the Code Manager must consult with all relevant organisations, including the Data Master(s) for the Data Item in question; provided that, in instances where the Metadata Owner for a Data Item is a body under another Energy Code, the Code Manager may agree with that body that it will consult with the relevant Data Master(s).

8.5. As soon as possible after the Change Proposal has been approved, the Code Manager shall publish an updated Data Access Matrix on the REC Portal, providing information on the date from which that the change will become effective, and inform the EES Provider.

9 Adding a new EES User Category to the Data Access Matrix

9.1. Where the Code Manager receives an application that does not conform to the characteristics of an existing EES User Category, the Code Manager shall:

(a) consider the proposal against the Data Access Principles;

(b) where necessary, consult with all relevant organisations, including the Data Master(s) for each Data Item that is proposed to be accessible to parties in the new category of Enquiry Service User (or, in instances where the Meta Data Owner for a Data Item is a body under another Energy Code, the Code Manager may agree with that body that it will consult with the relevant Data Master(s));

(c) develop the proposed criteria to be used in assessing an application to become an EES User for this new category in accordance with Paragraph 7.4;

(d) develop the proposed approach for delivering assurance to mitigate risks relating to information security and data protection for this new category;

(e) identify the purpose for which EES Users in this new category should be entitled to access and use data from the Enquiry Services; and

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(f) raise a Change Proposal and develop a Change Report for approval in accordance with the Change Management Schedule.

9.2. As soon as possible after a Change Proposal has been approved, the Code Manager shall introduce a new category of EES User into the Data Access Matrix; publish the updated Data Access Matrix on the REC Portal, providing information on the date from which that the change will become effective; and inform the EES Provider.

10 Provision of Access to Non-Domestic Consumers

10.1. Access to data for each Non-Domestic Consumer shall be limited to data relating to Metering Points for premises included at which it is (or its Affiliates are) the occupier.

10.2. In order to gain access, a Non-Domestic Consumer shall follow the process set out in the Non-Domestic Consumer User Guide.

10.3. The EES Provider shall validate (and at resonable intervals re-validate) the Non-Domestic Consumer's association with each Metering Point by requesting validation from the relevant Energy Supplier.

10.4. A Non-Domestic Consumer may add or remove Metering Points from its portfolio at any time in accordance with the Non-Domestic Consumer User Guide (additions being subject to validation).

11 Terms of Use

11.1. Each EES User shall (and shall ensure that its Authorised Persons) only use the Electricity Enquiry Service for the purpose permitted in accordance with Paragraph 5.

11.2. Except as authorised by Clause 18 (Confidentiality) of the main body of this Code and/or Paragraph 5, the EES User shall not make available to any other person or publish or otherwise exploit modify or create derivate works from or combined with any other material in whole or in part of the EES Data that it may access via the Electricity Enquiry Service from time to time.

11.3. Each EES User hereby undertakes that it will treat all EES Data as confidential and further undertakes that it will limit access to and use of Electricity Enquiry Service Data on a strictly “need to know basis” for the purposes permitted in accordance with Paragraph 5 only.

11.4. Each EES User shall:

(a) limit access and use of the Electricity Enquiry Service to its individual Authorised Persons (and in the case of Third Party Intermediary Service Providers, to Third Party Intermediaries with which it has commercial agreements) only, and supervise and control access to and use of the Electricity Enquiry Service by its Authorised Persons and authorised users in accordance with this REC Schedule;

(b) take all necessary steps to ensure that its employees, agents and subcontractors do not act or omit to act in such a way that would cause the EES User to breach this REC Schedule;

(c) not display any part of the Electricity Enquiry Service or Electricity Enquiry Service Data on a public bulletin board, ftp (File Transfer Protocol) site, world wide web

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site, chat room or by any other unauthorised means;

(d) ensure that its individual authorised users are:

(i) informed of and are contractually bound to safeguard the confidential nature of the EES Data in accordance with this REC Schedule; and

(ii) competent in the use of the Electricity Enquiry Service prior to use of the Electricity Enquiry Service and understand the rights and obligations imposed in accordance with this REC Schedule; and

(e) have the business controls in place that are necessary to ensure compliance with this REC Schedule.

11.5. No EES User shall:

(a) knowingly introduce to the Electricity Enquiry Service any viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful;

(b) attempt to gain unauthorised access to the Electricity Enquiry Service, the server on which the Electricity Enquiry Service is stored or any server, computer or database connected to the Electricity Enquiry Service; or

(c) attack the Electricity Enquiry Service via a denial-of-service attack or a distributed denial-of service attack.

11.6. Each EES User shall immediately notify the Code Manager if the EES User becomes aware of any unauthorised or unlawful processing of, loss of, damage to, destruction or corruption of, or misuse of any Electricity Enquiry Service Data, or of any security breach that could compromise the security or integrity of the Electricity Enquiry Service and/or the EES Data or otherwise adversely affect the Electricity Enquiry Service or any one or more EES Users (including that passwords have or are suspected to have been disclosed or obtained).

11.7. RECCo shall not be liable under or in connection with this REC Schedule for:

(a) any delay or failure of an EES User to receive or obtain (in each case in whole or in part) any EES Data;

(b) any loss or damage substantially caused or contributed to by failure of any systems which interface with the Electricity Enquiry Service, or receive EES Data in accordance with Paragraph 13, and which cause any Electricity Enquiry Service performance or availability failure;

(c) any corruption, omission, error, inaccuracy, incompleteness, unreliability, lack of currency or lack of updating of or in any EES Data provided, supplied, received or obtained pursuant to this Code; or

(d) any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect the EES User's computer equipment, computer programs, data or other proprietary material due to the EES User's use of the Electricity Enquiry Service or to the Users use of or uploading of any EES Data.

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Volume Restrictions

11.8. Each Authorised Person shall by default, be limited to a defined number of Metering Point searches per day, as defined in the EES Service Definition. Once this limit has been reached, access to search and view data will be removed for the remainder of that day.

11.9. All API service users shall be limited to a certain number of requests per calendar month. The maximum number of requests that can be made for a given web service method, per calendar month, is determined by the EES User's service plan. Details of the associated bandings are available on the REC Portal. A hard stop limit is defaulted per EES User, based upon the agreed service plan.

12 Misuse of Data

12.1. Access to and use of the Electricity Enquiry Service and EES Data shall be monitored by the Code Manager, and any activity that raises concerns as to the intent of an individual or group of users shall be escalated to the REC Performance Assurance Board.

12.2. Where any suspected use of the Electricity Enquiry Service or EES Data in breach of this REC Schedule comes to the attention of the Code Manager, the Code Manager shall investigate such suspected misuse and, where appropriate, report its findings to the REC Performance Assurance Board.

12.3. Each EES User shall co-operate with such investigations, including making records available and permitting access to business sites where necessary.

12.4. The REC Performance Assurance Board shall determine appropriate action in accordance with the Performance Assurance Schedule, which at its sole discretion may include notification of appropriate action and a timescale for remedy to the relevant EES User, failing which the REC Performance Assurance Board may disable access for one or more EES User personnel.

12.5. RECCo will ensure that its contract with the EES Provider also includes rights to audit to ensure access to data is provided in line with the Data Access Matrix and Access Agreements. RECCo will, with guidance from the REC Performance Assurance Board on the risks to be mitigated, ensure that audits are undertaken as appropriate.

13 Additional Services

13.1. Nothing in this Code prevents the RECCo from agreeing bespoke commercial arrangements with one or more EES Users for additional services (defined in the EES Service Definition) based on data obtained by RECCo from the EES Provider. However, RECCo and the EES Provider must not allow individuals or organisation which are not EES Users to access the Electricity Enquiry Service or EES Data.

13.2. Where an EES User or potential EES User identifies an additional requirement (e.g. a new API or report), it should consider whether to progress a Change Proposal to introduce this requirement as part of the standard EES functionality; or whether to discuss bilaterally with RECCo.

13.3. For transparency, the Code Manager shall publish on the REC Portal a high-level

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description of each type of additional service that is agreed with RECCo.

13.4. The EES Data made available via additional services agreed bilaterally with RECCo must only contain EES provisioned data that is accessible by the relevant EES User Category, as defined in the Data Access Matrix.

13.5. Restrictions on the use of data as specified in Paragraphs 5, 6 and 11 shall apply to EES Data provided to EES Users via additional services agreed bilaterally with RECCo.

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