RETAIL ENERGY CODE

REC TARIFF INTEROPERABILITY SOLUTION WORKING GROUP (TISWG)

4 SEPTEMBER 2025

AGENDA

AGENDA ITEM	PRESENTER
Welcome and Introduction	Chair
Confirmation of Agenda	Chair
Review of Minutes and Actions	Secretariat
Deliverables Review	Chair
User Agreement Key Principles	Brian O'Shea
Code Drafting Update	Sarah Jones
Supplier Licence Conditions	Samuel Wroe
Consultation Next Steps	Samuel Wroe
Q&A	Chair
AOB	Chair

REVIEW OF MINUTES

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REVIEW OF ACTIONS

ACTION REF.	ACTION	OWNER(S)	ORIGINAL TARGET (ACTUAL TARGET)	UPDATE	STATUS
RECTISWG_25_0604_05	DESNZ, Ofgem and RECCo to discuss derogation for small non-domestic suppliers and work through the details with Ofgem.	DESNZ, Ofgem and RECCo	05/07/2025	An initial conversation has been held. An update will be presented to TISWG in due course.	Open
RECTISWG_25_0612_04	DESNZ to consider whether the solution should build in the cyber assessment framework (CAF) related to large load controllers.	DESNZ	12/07/2025	DESNZ presented an update during AOB in the TIWG meeting held on Tuesday 29 July, but DESNZ noted there is further work to be undertaken before this action can be closed.	Open
RECTISWG_25_0807_01	DESNZ to determine a policy position on VAT and return to TISWG to share this position.	DESNZ	04/09/2025	API Tech Spec has been developed on the basis that VAT is excluded.	Propose to Close

REVIEW OF ACTIONS

ACTION REF.	ACTION	OWNER(S)	ORIGINAL TARGET (ACTUAL TARGET)	UPDATE	STATUS
RECTISWG_25_0807_02	Nathan and Bryan to meet and return to TISWG with an update	NG/BC	14/08/2025	This meeting has taken place, and an update will be presented to the TISWG on 4 September.	Propose to Close
RECTISWG_25_0814_01	RECCo to request feedback from TISWG members.	RECCo	22/08/2025	Feedback has been collected and reviewed by RECCo.	Propose to Close

DELIVERABLES REVIEW

No	Deliverable	Description	Next Steps
1	**Design Principles Agreed**	Set of principles developed and agreed at TISWG to drive the development of the TI solution and associated governance materials	Complete
2	**Tariff Interoperability Proof of Concept**	End-to-end technical demonstration of the viability of the TI solution to inform production of the API Technical Specification	Complete
3	**API Technical Specification**	Technical definition of Tariff Interoperability API to enable Suppliers and Users to build and operate their solution	Complete
4	**Data Specification**	Completed as part of the API Technical Specification. Current work ongoing to distil required elements (Data Items and API message descriptions) for inclusion in the REC Data Specification, which is part of the REC	Extraction of required elements from API Tech Spec into REC Data Spec ongoing. To be complete c. 5 Sept.
5	**User Agreement**	Outlines the stipulations which RTI Users need to agree to successfully register to access Customer Specific Tariff Information under the Tariff Interoperability Arrangements	Detail provided further on in this pack
6	**Code Drafting**	Full set out governance documentation for inclusion within the REC including Schedule, User Agreement (an Appendix to the Schedule), API Technical Specification, Data Specification etc.	Key principles outlined at TISWG on 14 August
7	**Consultation document**	Complete consultation document, including wrapper materials, implementation and testing and policy context	Update provided further on in this pack

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USER AGREEMENT

USER AGREEMENT KEY PRINCIPLES

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The User Agreement is the legal mechanism that lets Registered Tariff Interoperability (RTI) Users participate in the TI Arrangements. It provides access on an Equivalent Basis to selected REC Provisions so that RTI Users operate to the same standards and controls as REC Parties, without duplicating the REC itself.

REC alignment by design

REC definitions and obligations are incorporated on an Equivalent Basis, ensuring consistency as the REC evolves

Access to TI Arrangements

The contract will allow RTI Users to access the TI Arrangements and bind them to key existing REC clauses for IPR, Confidentiality and Data Protection

Change control tracks the REC

Any changes impacting the TI Arrangements or the User Agreement would go through the REC Change Process. Central to that is comprehensive stakeholder engagement.

Enabling secure, consent-led exchange of tariff data and event notifications between Suppliers and RTI Users.

Delivering low-friction participation, consistent standard, and a future-proof path that evolves with the REC

USER AGREEMENT RATIONALE

Context

- The Retail Energy Code (REC) is a rulebook that makes sure the retail energy market in Great Britain runs smoothly.
- Licenced energy suppliers (and others) must sign up to it and follow its rules.
- Legal pathways already exist to allow a broad range of other organisations to access REC services without becoming fully signed up to the Code.
- We are using these proven pathways to enable the Tariff Interoperability (TI) Arrangements.
- From 31 March 2026, access to the TI Arrangements will also be covered by the REC.
- That means anyone who wants to use the TI Arrangements to access consumer-specific tariff information must:
    - Have a clear legal right to use them,
    - Fully comply with the scheme rules, and
    - Risk losing access if they break those rules.
- All licensed energy suppliers will automatically have access to the TI Arrangements as they have already signed up to the code.
- Others, like Optimisers will access them through the proven User Agreement pathway.
- The User Agreement legal pathway allows those parts of the REC applicable to the TI Arrangements to apply.
- It’s a targeted and proportional approach.

USER AGREEMENT RATIONALE

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Key parts of the REC you need to follow if you agree to the User Agreement

- **The TI Arrangements Schedule:** This document will say what RECCo, Suppliers and Users must do, must not do, and how they need to do it.
- **Confidentiality & Data Protection:** The drafting in the REC is what we would reasonably expect to see in a contract. This clause is necessary to protect Suppliers and Optimisers who will be sharing confidential data (personal or otherwise) between themselves and with RECCo.
- **Intellectual Property Rights (IPR):** The drafting in the REC is what we would reasonably expect to see in a contract to ensure that an organisations IPR is protected. This clause is necessary to protect any existing and/or new IPR created in the TI Arrangements, for example IPR within the API Technical Specification.
- **Limitation of Liability:** This is also what you would reasonably expect in any contract and sets out consequences for breach. It is an unlimited liability for breach of confidentiality. However, you have protections under the REC. One of these rights is that the REC limits recovery of losses to direct losses and excludes recovery of consequential losses e.g. loss of profit. This liability exposure is insurable.
- **Charging**: RECCo is required under the REC to develop a Charging Methodology and the User Agreement makes reference to that. There is no current intent create a TI specific charge, as costs are not expected to be material, but future circumstances (e.g. service expansion, market conditions) may require a charge.
- **Other Clauses**: The User Agreement contains references to other legal obligations and all are standard and required for legal completeness.

USER AGREEMENT RATIONALE

How does the User Agreement work?

- The User Agreement will be designed as a 'clickthrough', Users will "click accept" the T&Cs within the agreement
- Any changes to the TI Arrangements including the User agreement will go through the REC Change Process.
- This requires consultation with all impacted parties with all parties given equal voice.
- RECCo nor Suppliers nor RTI Users can unilaterally alter the TI Arrangements or the User Agreement without consultation

Equivalent Basis

- The User Agreement is a contract between an RTI User and RECCo with certain 3rd Party Rights.
- It is based on the principle of 'Equivalent Basis'
- This means, that in signing the User Agreement, the RTI User is agreeing to participate in the TI Arrangements on the basis set out in the TI Arrangements Schedule and to comply with a short list of REC clauses.
- By signing the User Agreement, the Optimiser is not signing up to the entire REC or any clause or condition which is not listed in the User Agreement or in the TI Arrangement Schedule.
- RTI Users will not be required to become REC Parties.
- The User Agreement provides RTI Users with the fundamental protection under the REC that they will be treated in a non-discriminatory manner.
- It means that no hierarchy of obligations, hierarchy of level of confidentiality in a data item, hierarchy of consequences of comparable non-compliance elsewhere or hierarchy of organisation type is created.

USER AGREEMENT RATIONALE

What is the User Agreement and why does it need to be robust

- The User Agreement is the mechanism that provides the legal pathway to allow Optimisers to access Customer Specific Tariff Information.
- If Optimisers want to access Customer Specific Tariff Information, they will need to comply with the TI Arrangements.
- Consumers require confidence that a robust legal framework exists which protects the use of their data.
- All participants require confidence that their obligations can be discharged, their IP protected, and their confidential data protected.
- Each will need assurance that there are consequences of non-compliance and that the consequences provide an adequate deterrent.
- Importantly, the User Agreement removes the need for RTI Users to hold multiple bilateral agreements with Suppliers

WHAT DOES THIS MEAN FOR USERS

Clause	Description	What this means for RTI Users	Rationale for inclusion
New Schedule (Tariff Interoperability Arrangements Schedule)	Schedule of the REC will be the new schedule that encompasses the rights and obligations of Suppliers and RTI Users regarding the TI Arrangements.	• TISWG members have had the opportunity to review a previous draft of the TI Schedule. • The detail of this document will be subject to consultation.	• This sets out the obligations, responsibilities and rights of participants in the TI Arrangements. • To facilitate the operation of the TI Arrangements, RTI Users need to be bound to this Schedule.
Schedule 10 (REC Charging Methodology and Charging Statement)	Schedule 10 set outs the basis on which RECCo can apply charges to REC Parties or other relevant parties, where those charges are reflective of costs incurred by RECCo in procuring the services to which such charges apply.	• RECCo has the right to recover from RTI Users a share of the costs associated with the TI Arrangements. • The current level of costs do not justify a separate charge. • RECCo will consider including recovery of costs for investigation and audit of suspected breaches.	• Inclusion of clause is a future proof for an event where costs justify a separate charge to RTI Users and to ensure RECCo complies with its obligations under Charging Methodology.
Clause 13 (Intellectual Property Rights)	Clause 13 sets out what rights REC Parties and RTI Users have under IPR, who is the ultimate owner of different categories of IPR, and what obligations REC Parties and RTI Users have in respect of the use of this IPR. IP in this respect includes but is not limited to the REC, The API Tech Spec, specific data exchanged between Suppliers and Users, etc.	• Each parties IPR rights are protected.	• To ensure there are consequences for IPR infringement.
Clause 18 (Confidentiality)	Clause 18 outlines the obligations that each REC Party and RTI User has regarding confidential information received from either RECCo, a REC Service Provider, REC Service user, or other REC Party.	• Suppliers, RTI Users and RECCo will all be handling confidential data. • Alignment with this Clause provides RTI Users with specific rights to access this data and obligations regarding the handling of this data. • The User Agreement also clarifies that Consumer-Specific Tariff Pricing Data is confidential data.	• As RTI Users will be using and handling confidential data, they need to have the right to access it, and comply with the obligations for handling the data. • If a carve out was issued specifically for confidential data associated with the TI Arrangements, RECCo would be creating a hierarchy of confidential data.

WHAT DOES THIS MEAN FOR USERS

Clause	Description	What this means for RTI Users	Rationale for inclusion
Clause 19 (Data Protection)	Clause 19 outlines the situations wherein REC Parties or RTI Users are defined as Data Controllers in processing REC Data and the associated obligations.	• Ensures explicit obligation to comply with Data Protection and GDPR obligations. • It provides RTI Users with the lawful basis for processing the data provided to them. • RTI Users have obligations regarding personal data breaches which include report the breach to a Competent Authority and Data Subjects.	• RTI Users will be acting as Data Controller for any personal data in their possession. • As such, they need to have specific rights to act as Data Controllers and obligations.
Performance Assurance Schedule	The Performance Assurance Schedule of the REC outlines the mechanisms by which the performance of REC Parties and non-REC Parties are assured, this includes details of potential sanctions.	• RTI Users agree that the REC Performance Assurance Board (PAB) are entitled to impose sanctions in accordance with the Performance Assurance Schedule in the event of a breach / non-compliance • RTI Users must comply with the directions of the REC PAB	• RTI Users' compliance with Schedule [39] needs to be assured as part of their operation in the TI Arrangements. • Inclusion of this Schedule on an equivalent basis provides RECCo with the ability to conduct assurance on RTI User performance only regarding the TI arrangements.
Clause 14 (Limitation of Liability)	Clause 14 details the terms and scope of the liability of each REC Party, and the RTI Users on an Equivalent Basis.	• For breach of Clause 18 and Clause 19 (Confidentiality and Data Protection), RTI Users' liability is unlimited. • For any other breach of the relevant clauses, liability is limited to £1m. • However, an RTI User shall only be liable to another party, in relation to this REC Clause, which arise as a direct result of a breach of this Code. • Consequential losses are excluded.	• Similarly to Clauses 18 and Clauses 19, moving away from existing REC arrangements for unlimited liability would create a hierarchy of IPR and Confidential Data only for the TI Arrangements. • This would run counter to the principles of the REC.

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CODE DRAFTING UPDATE

CODE DRAFTING UPDATE

CAT 1 - Schedule

Tariff Interoperability Schedule

Sets out obligations on parties (Suppliers, RTIS Users and RECCo

Contents:

- Purpose of the service
- Who can access
- How can parties get access
- Obligation on suppliers to make data available/accuracy of data
- Obligation on suppliers to provide monitoring information
- RECCo responsibilities for delivering the TI Register
- Terms of use for RTI Users e.g. permitted purpose, confidentiality/data protection/misuse etc
- Requirement to sign User Agreement (RTI Users)
- **User Agreement i**ncluded as Appendix to the Schedule

CAT 2 – Data Specification

API Technical Specification

Technical definition of Tariff Interoperability API to enable Suppliers and RTIS Users to build their solution.

Contents:

- Mechanism for sharing Tariff Pricing Data
- Mechanism for engaging with Tariff Interoperability Central Service
- Physical definition of tariff messages

CAT 2 – Data Specification

Data Specification

Standardised definition of:

- New Data Items (where required)
- New Market Messages for sharing data

- RECCo legal review completed – changes documented on the next slide.
- Updated REC Schedule and User Agreement shared with DESNZ and Ofgem for further review.
- All proposed Code Drafting will be included within the DESNZ consultation.
- For the avoidance of doubt:
  - **No REC Change Proposal is required as DESNZ will designate changes to the REC.**
  - These changes will be implemented into the REC in March 2026.
  - The TI Arrangements will go live in January 2027.

CODE DRAFTING – KEY CHANGES

Key Changes

- Incorporation of provisions relating to the User Register, Supplier Register and System Monitoring within the Schedule, removing the need for a separate Service Definition.
    - Details of RECCo making available the TI Supplier Register and TI User Register to participants in the TI Arrangements.
    - Details of what is including on the TI Registers, how they are accessed, what data is public and what is restricted.
    - Details of monitoring and reporting activities , along with any obligations on Suppliers to support these activities.
- Addition to RTI User requirements, for example protections against misuse of data and security provisions.
- Definition of TI Users, in addition to Registered TI Users, to clarify the provisions relating to public access.
- Correction of cross refencing errors and population of missing NFRs.

Request for views from TISWG – Mandatory vs Voluntary obligations

- Initial Schedule stated that compliance was voluntary for Gas Suppliers and Non-Domestic Suppliers with an exemption under the SLCs. In the REC, the term voluntary means that there is no legal obligation to comply.
- Expectation that Suppliers that are not mandated to comply as part of the SLCs can opt in. Where this is the case, it is proposed that compliance with the Schedule would be mandatory.
- This gives users confidence that where a Supplier has opted in, it will provide the required services and they can contract with a customer on that basis.
- Proposal to amend the Schedule to state that it is mandatory for all Suppliers, with a clause to explain where Suppliers not mandated under the SLC will be required to comply with the Schedule if they choose to opt in.
- To provide additional confidence, a Supplier that has opted in could be required to provide notice, e.g. 3 months (tbc) if they wish to opt out.

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SUPPLIER LICENCE CONDITIONS

SUPPLIER LICENCE CONDITIONS

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The supplier must make electricity tariff/contract data available for domestic and relevant non-domestic premises.

Suppliers are not required to make data available for tariffs/contracts which are:

- Incompatible with the REC technical requirements.
- Tailored to the individual needs of a customer and are not widely available on the open market.

Relevant Non-Domestic Premises are those at which electricity supplied to the premises is not determined by a Current Transformer Electricity Meter.

Suppliers must make ancillary information available in accordance with the REC (e.g. sending event notifications)

Non-domestic only suppliers are exempt if:

- they supply to less than 100,000 meter points
- Or the only information they are required to make available is deemed contract data.

Suppliers must take reasonable steps to ensure that all data fields are complete and that information is accurate and up to date.

If a supplier feels they are not in a position to comply with the TOUT requirements a derogation application can be submitted to Ofgem for consideration.

Changes will be designated 31 March 2026

Suppliers will be required to comply from 01 January 2027

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CONSULTATION NEXT STEPS

CONSULTATION NEXT STEPS

- Finalise consultation
- Consultation will be launched on RECCo platform (open for 8 weeks)
- Relevant stakeholders will be notified that the consultation is live and invited to provide feedback
- Consultation Webinar will be held to address any questions on the consultation.
- When consultation is closed DESNZ & RECCo will review responses and make any amendments to the drafting
- DESNZ aim to provide a response to the consultation in Q1 2026
- Introduce changes in March 2026.

QUESTIONS

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AOB

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APPENDIX: LIST OF CLAUSES

What does a User accept when they accept the User Agreement

The User accepts:

- That the Agreement takes effective from the Effective Date of accepting the terms and continues unless terminated
- They receive access to the rights associated with being a RTI User in accordance with **Schedule 39 (The Tariff Interoperability Arrangements Schedule)** of the REC
- They must comply with the obligations set out in **Schedule [39]**
- Obligations under **REC Charging Methodology and REC Charging Statement**
- Obligations under **Clause 13 (Intellectual Property Rights)** of the REC
- Obligations under **Clause 18 (Confidentiality)** of the REC
- Obligations under **Clause 19 (Data Protection)** of the REC
- Obligations under the **Performance Assurance Schedule** of the REC
- Obligations under **Clause 14 (Limitation of Liability)** of the REC

The following Clauses, which are all legal boilerplate.

- Obligations under **Clause 21 (Force Majeure)** of the REC
- They may not assign the benefit of this agreement, but they may sub-contract or delegate performance to a third party but always remain liable for their obligations
- That RECCo may alter the Agreement on notice to the User
- That RECCo may terminate their access to the TI Arrangements in the event of default or if they are in breach of the User Agreement
- The provision of **Clause 25 (Notices)** of the REC
- Obligations under **Clauses 26.3 and 26.4 (Entire Agreement); Clause 26.5 (Severability); Clause 26.6 (Waivers); Clauses 26.9 (Audit and Records); and Clauses 26.14 and 26.15 (Anti-Bribery)** of the REC