

FAQs for existing ECOES Users and draft Access Agreement

09 July 2021

V1.0

This information is for existing ECOES Users that are not REC Parties. We have published a separate document for existing Non-Domestic Customer ECOES Users which is also on the RECCo website.

We hope that you find these FAQs useful. If you have additional questions, then please contact enquiries@recmanager.co.uk. We will review and update this FAQs as necessary.

Question 1: What is happening to ECOES?

From 01 September 2021, the governance of the ECOES service is moving from the Master Registration Agreement (MRA) to the Retail Energy Code (REC). The service is not changing, and it will continue to operate as it has done after 01 September 2021.

Question 2: What is the EES?

The Electricity Enquiry Service (EES) is the name for ECOES under the REC. It is the same service.

Question 3: I am an existing user. How do I continue to get access to the EES after 01 September?

If you will have an agreement in place with MRASCo to access ECOES immediately prior to 01 September 2021 then you will need to sign an Access Agreement with RECCo to continue to access the service.

The terms of the Access Agreement are set out in the REC. We have provided a copy of the Access Agreement in Annex 1.

RECCo has asked MRASCo to write to you to request that you allow information about the service that you take (e.g. data items, method of access and charges) and your contact details to be provided to us.

Once RECCo has this information, it will prepare an Access Agreement and contact you to arrange for signature. Our aim is to continue to permit you to access information, as you do currently, from 01 September 2021.

Question 4: What happens if I do not sign an Access Agreement?

If you do not have a signed Access Agreement with RECCo then your access will stop on 01 September 2021.

If you had an agreement in place with MRASCo immediately prior to 01 September but you sign an agreement with RECCo after this date then, provided we have the details on the service that you received from MRASCo, your access will be reinstated. We require this information from MRASCo to allow us to validate the terms of the service that you currently receive.

If we do not have this information, you will be required to apply for EES access as a new entrant from 01 September 2021.

Question 5: What does the Access Agreement require?

The model Access Agreement has been consulted upon by Ofgem and forms part of the REC. It is a standard agreement that we are required to use to provide access to services such as the EES.

A copy of the Access Agreement for EES can be found Annex 1.

Question 6: What can I use the EES data for?

The REC has defined a number of EES User Categories. Each EES User will be assigned to one of these categories. Each category describes how the data can be used. This information is set out in Section 5 of the REC Data Access Schedule [here](#).

Question 7: What data can I access?

The data that is available for each EES User Category will be set out in the REC Data Access Matrix (to be published shortly).

Because existing ECOES users will have been assessed and approved against their own set of requirements under the MRA, we will carry forward the existing data item access permissions into the REC Access Agreements from 01 September 2021.

If you want to access more data items, you will need to apply to the REC Code Manager after 01 September 2021.

Question 8: Are there any charges for access?

Depending on what type of organisation you are, there may be charges to use the EES.

We expect to carry over any existing charging arrangements into the REC. If you are not currently charged, we do not expect to apply any charges at 01 September 2021. RECCo reserves the right to review and amend the charging arrangements.

We are asking you to permit MRASCo to share your information with us so that we can understand what your charges are.

Question 9: Are there any assurance checks or audits?

Once there is a signed Access Agreement in place you will be a Qualified EES User.

To maintain your Qualification, you will need to undertake ongoing maintenance every 12 months. This includes completing an Annual Statement. This is a short statement where you will be asked to confirm that you still meet the requirements of a party that is Qualified.

In addition, there are two forms of Information Security Data Protection (ISDP) assessment:

Compliance Statement

The compliance statement is a lighter touch assessment applied where an EES user is deemed to be lower risk e.g. those that have limited access to the relevant service or those that have recently undergone a full external assessment. You will be able to complete your compliance statement on the REC Portal. This is the same statement for all organisations. It covers questions relating to your information security risk assessment, data privacy procedures, security accreditation and any security

breaches you have suffered. It also covers changes to your circumstances that could affect security or data privacy.

External Assessment

Not all EES users will be required to undertake an external assessment.

The external assessment is a more comprehensive assessment and is tailored to the access you have to systems. If you have limited access, your external assessment will be focused on the limited security risks arising. Those with greater access, will be expected to provide more extensive evidence. This also starts with completing a form on the REC Portal, which is then assessed by the REC Code Manager.

Further details of what you must do for each assessment will be published shortly.

We have set out our categorisation of the types of assessment expected in a normal three-year assessment cycle in Table 1 below. You will be able to see when your next ISDP assessment is due on the Performance Assurance dashboard on the REC Portal.

TABLE 1

Enquiry Service User Category	Minimum requirement, to be completed unless an external assessment takes place	At least once every three years, at the request of the Code Manager
Meter Asset Providers	Compliance Statement	External assessment
Data Aggregators	Compliance Statement	External assessment
Data Collectors	Compliance Statement	External assessment
Third Party Intermediaries	Compliance Statement	External assessment
Non-Domestic Consumers	Compliance Statement	
Energy Theft Tip Off Service Provider	Compliance Statement	
Non REC-Code Managers	Compliance Statement	
Citizens Advice/ Citizens Advice Scotland	Compliance Statement	
Local Authorities	Compliance Statement	
Department for Work and Pensions	Compliance Statement	

HM Revenue and Customs Compliance Statement

Police Compliance Statement

The Revenue Protection
Association Compliance Statement

Question 10: How often will assurance checks be made?

Your first assessment is required to occur within 12 months from initially being transitioned. It will then occur every 12 months thereafter. Your individual requirements will be detailed within your account on the REC Portal.

Question 11: How will you let me know about my assurance requirements?

Once you have signed the Access Agreement the REC Code Manager will be in contact with you to get you signed up to the REC Portal. As well as providing lots of useful information on the REC, this will provide a dedicated space where you can exchange information with the REC Code Manager.

The REC Code Manager will provide you with information at the start of each year on when any assurance requirements are due and will also provide a reminder one month in advance.

Question 12: Where can I find out more information about my assurance requirements?

The REC Code Manager will shortly be publishing detailed guidance for users.

Annex 1: Draft Access Agreement

THIS ACCESS AGREEMENT is made on 20[2x]

BETWEEN:

- (1) [TBC] a company incorporated in [Jurisdiction] (registered number [TBC]) whose registered office is at [TBC] (the "User"); and
- (2) **Retail Energy Code Company Limited** a company incorporated in England and Wales with company number 10989875 ("RECCo"),

each a "Party" and together the "Parties".

WHEREAS

- A) The User is not eligible to become a party to the Retail Energy Code, but is eligible to access certain services pursuant to the Retail Energy Code.
- B) RECCo is authorised under the Retail Energy Code to grant the User access to such services subject to and in accordance with this Access Agreement.

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

- 1.1 Unless otherwise stated all terms used in this Access Agreement shall have the meaning given to them in the REC Interpretation Schedule.¹
- 1.2 In this Access Agreement:
 - (a) "**Equivalent Basis**" means, when used in respect of particular provisions of the Retail Energy Code, that those provisions (as amended from time to time) are to apply to this Access Agreement as if they were set out in this Access Agreement, subject to the changes necessary for those provisions to make sense in the context of this Access Agreement (including so that references in those provisions to 'this Code' were to 'this Access Agreement');
- 1.3 Save as otherwise defined in this Access Agreement, the words and expressions used in this Access Agreement shall be interpreted on an Equivalent Basis in accordance with the definitions and provisions regarding interpretation set out in the Retail Energy Code.

¹ All REC Schedules referenced in this agreement and the REC main body can be found on the RECCo website [here](#)

- 1.4 Reference in this Access Agreement to a REC Schedule includes reference to the other parts of the Retail Energy Code referred to in that REC Schedule.

2 Term

- 2.1 This Access Agreement shall have effect from the date set out at the top of its first page and shall (subject to clause 12 below) continue in force until terminated by either Party on not less than the Required Period of Notice.
- 2.2 Notice may be given under clause 2.1 above to terminate this Access Agreement in its entirety, or only to terminate this Access Agreement insofar as it relates to one or more REC Services.
- 2.3 RECCo may not terminate provision of a REC Service under clause 2.1 above while RECCo is obliged under the Retail Energy Code to offer to enter into agreements such as this Access Agreement with persons such as the User in respect of such REC Services.

3 Access to REC Services

Enquiry Services

- 3.1 RECCo hereby grants the User the rights associated with being an Electricity Enquiry Service User subject to and in accordance with the Data Access Schedule (which schedule shall apply on an Equivalent Basis).
- 3.2 The User shall be bound with and comply with the Data Access Schedule in its role as an Electricity Enquiry Service User (which schedule shall apply on an Equivalent Basis).
- 3.3 The User shall only be permitted to access the data items specified, and use the means specified in Schedule 1 to this Access Agreement.

Green Deal Arrangements

- 3.4 Not used.
- 3.5 Not used.

4 Charges

- 4.1 The User shall pay to RECCo such charges (if any) applying to the REC Services to which the User is granted access under this Access Agreement, as from time to time determined in accordance with the Charging Methodology and Charging Statement of the Retail Energy Code.²

² Please note that, at 01 Sept 2021, these charges will as far as possible be equivalent to those applicable to you, if any, in the period directly prior to 01 September 2021 for the provision of the service under the Master Registration Agreement.

- 4.2 The charges are stated exclusive of VAT, which the User shall also pay at the prevailing rate (where applicable in accordance with law).
- 4.3 RECCo shall invoice the charges in accordance with the REC Charging Statement. RECCo shall be entitled to invoice on the basis of estimated usage, subject to reconciliation once actual usage is known.
- 4.4 All such invoices shall be paid by the User in accordance with the REC Charging Statement. All payments shall be made free from the exercise of any right of set-off, withholding or counterclaim.
- 4.5 If the User is overdue with any payment under this Access Agreement, RECCo shall be entitled (without prejudice to any other rights or remedies it may have) to:
- (a) suspend some or all of the User's rights of access under this Access Agreement; and/or
 - (b) charge the User interest on any unpaid amounts (both before and after judgment) at the rate applicable from time to time under the Late Payment of Commercial Debts (Interest) Act 1998.

5 Intellectual Property Rights

- 5.1 Not used.
- 5.2 The provisions of clause 13 (Intellectual Property Rights) of the main body of the Retail Energy Code concerning RECCo Services IPR shall apply on an Equivalent Basis.
- 5.3 Where the REC Services provided under this Access Agreement include Services Data, the provisions of clause 13 (Intellectual Property Rights) of the main body of the Retail Energy Code concerning Services Data shall apply on an Equivalent Basis.

6 Confidentiality

- 6.1 The provisions of clause 18 (Confidentiality) of the main body of the Retail Energy Code shall apply on an Equivalent Basis.

7 Data Protection

- 7.1 Where the User acts as a controller of the data processed pursuant to this Access Agreement, the provisions of clause 19 (Data Controller Obligations) of the main body of the Retail Energy Code shall apply on an Equivalent Basis.
- 7.2 Where RECCo acts as a processor on behalf of the User as a controller of the data processed pursuant to this Access Agreement, the provisions of clause 20 (Data Processor Obligations) of the main body of the Retail Energy Code shall apply on an Equivalent Basis.

7.3 It is agreed that the User does not process personal data on behalf of RECCo pursuant to this Access Agreement. To the extent that the User uses its rights under this Access Agreement to process personal data on behalf of a third party (such as an Energy Supplier), the User shall agree processing provisions with such third party.

8 Performance Assurance

8.1 The REC Performance Assurance Board shall be entitled to impose sanctions in accordance with the Performance Assurance Schedule (which shall apply on an Equivalent Basis), and the User shall comply with the directions of the REC Performance Assurance Board.

9 Limitation of Liability

9.1 The provisions of clause 14 (Limitation of Liability) of the main body of the Retail Energy Code shall apply on an Equivalent Basis, so that each Party's liability in respect of this Access Agreement is limited as each REC Party's liability is limited in respect of the Retail Energy Code.

9.2 The provisions of clause 21 (Force Majeure) of the main body of the Retail Energy Code shall apply on an Equivalent Basis, so as to give RECCo the benefit of Force Majeure relief in respect of the User's rights of access under this Access Agreement.

10 Assignment and Sub-Contracting

10.1 The User may not assign the benefit of this Access Agreement.

10.2 Either Party may sub-contract or delegate the performance of all or any of its obligations under this Access Agreement to any appropriately qualified and experienced third party, but shall at all times remain liable in relation to all sub-contracted or delegated obligations.

11 Variations

11.1 RECCo shall be entitled to unilaterally amend this Access Agreement on notice to the User; provided that:

- (a) RECCo must give at least 3 months' prior notice of the amendment; and
- (b) the amendment is necessary to ensure that this Access Agreement is consistent with the requirements of the Retail Energy Code.

12 Termination by RECCo

12.1 RECCo may terminate this Access Agreement (or provision of one or more of the REC Services to which access is granted under this Access Agreement) with immediate effect by giving notice in writing to the User if the User is subject to an Event of Default.

12.2 Termination of this Access Agreement for any reason shall not affect either Party's rights or

liabilities which may have accrued before termination, and shall not affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination.

13 Third Party Rights

- 13.1 Each Other Service User shall be entitled to enforce RECCo's rights under this Access Agreement in accordance with the Contract (Rights of Third Parties) Act 1999. This Access Agreement shall nevertheless be capable of amendment and termination in accordance with its provisions without the consent of any third parties.

14 Contract Manager, Party Details and Notices

- 14.1 The provisions of clauses 24 (Contract Managers and Party Details) and 25 (Notices) of the main body of the Retail Energy Code shall apply on an Equivalent Basis (for which purpose, the User's initial Party Details shall be those details it provided as part of its application to become a REC Service User).

15 General

- 15.1 The following clauses of the main body of the Retail Energy Code shall apply on an Equivalent Basis: (a) clauses 26.3 and 26.4 (Entire Agreement); clause 26.5 (Severability); clause 26.6 (Waivers); clause 26.9 (Audit and Records); clause 26.10 (Counterparts), and clauses 26.14 and 26.15 (Anti-Bribery).

16 Governing Law and Jurisdiction

- 16.1 This Access Agreement and any dispute or claim arising out of or in connection with it (including non-contractual claims) shall be governed by, and construed in accordance with, the laws of England.
- 16.2 In relation to any dispute or claim arising out of or in connection with this Access Agreement (including in respect of non-contractual claims), each of the User and RECCo irrevocably submits to the exclusive jurisdiction of the relevant person, panel, court or other tribunal specified in the Retail Energy Code from time to time.

THIS ACCESS AGREEMENT has been entered into and shall have effect from the date first stated above.

SCHEDULE 1: DATA ACCESS LIMITATIONS AND MEANS

[List of data items that can be accessed and means of access (API and/or on-line portal) to reflect user's existing agreement under the MRA]



To find out more please contact:
enquiries@recmanager.co.uk