

FAQs for existing GDCC Users and draft Access Agreement

09 July 2021

V1.0

This information is for existing GDCC Users that are not REC Parties.

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 the GDCC?

From 01 September 2021, the governance of the GDCC 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: I am an existing user. How do I continue to get access to the GDCC after 01 September?

If you will have an agreement in place with MRASCo to access the GDCC 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 confirm that you want to continue to access the service and to provide us with your contact details.

Once RECCo has this information, it will 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 3: 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 GDCC access as a new entrant from 01 September 2021.

Question 4: 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 GDCC.

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

Question 5: Are there any charges for access?

RECCo's policy is to carry over any existing charging arrangements into the REC. We understand that there are no charges associated with the use of the GDCC. We therefore do not expect to apply any charges at 01 September 2021. RECCo reserves the right to review and amend the charging arrangements.

Question 7: Are there any assurance checks or audits?

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

To maintain your Qualification, you will need to undertake ongoing maintenance every 12 months. This requires you to 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.

Question 8: 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 9: 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 10: 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 Not used

3.2 Not used

Green Deal Arrangements

3.3 RECCo hereby grants the User the rights associated with being a Green Deal User subject to and in accordance with the Green Deal Arrangements Schedule (which schedule shall apply on an Equivalent Basis).

3.4 The User shall be bound by and shall comply with the Green Deal Arrangements Schedule in its role as a Green Deal User (which schedule shall apply on an Equivalent Basis).

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

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).

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. Our understanding at this point in time is that there are no such charges.

- 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.



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