

## **Retail Energy Code: Metering Group (enduring)**

### (DRAFT) TERMS OF REFERENCE

This Category 2 document may be revised by the Retail Energy Code (REC) Metering Group from time to time, in accordance with the Change Management Schedule.

#### **1 ESTABLISHMENT AND ROLE**

- 1.1 RECCo shall establish the REC Metering Group in accordance with these Terms of Reference.
- 1.2 The Metering Group shall discharge the functions and responsibilities assigned to it as a sub-committee under the REC, or otherwise required by RECCo.
- 1.3 In order to enable the Metering Group to fulfil its functions and responsibilities, the RECCo Board and/or (with the consent of the RECCo Board) the Change Panel, as appropriate, shall delegate certain of their own powers, rights or responsibilities assigned to them by the REC, as further described in these Terms of Reference.

#### **2 COMPOSITION OF THE METERING GROUP AND APPOINTMENT OF MEMBERS**

##### **Members**

- 2.1 Metering Group members shall be appointed by the RECCo Board following a nomination and selection process.
- 2.2 Each member must have relevant experience and expertise either of the energy industry or a comparable sector.
- 2.3 The Metering Group members to be appointed will be made up of the following voting members:

##### **REC Parties:**

- [two] member(s) nominated by Parties who are Gas Suppliers and/or Electricity Suppliers;
- [two] member(s) nominated by Parties who are Gas Transporters and/or Distribution Network Operators; and
- [two] member(s) nominated by Parties who are Metering Equipment Managers.

and the following non-voting members:

- the Metering Group Chair ('the Chair')
- the Code Manager; and
- the Metering Group Metering Group secretary (to the extent that they are different).

- 2.4 Any Metering Group member appointed as a REC Party nominee shall as far as practicable act impartially and independently of the interests of their employer and of any person or class of persons, when exercising the functions assigned to it under the REC.
- 2.5 It is not anticipated that Metering Group members will require access to any confidential information in the carrying out of their duties and functions.

- 2.6 Any Metering Group member appointed as a REC Party nominee shall remain in office until their resignation has been submitted in writing to the Metering Group Secretary; they have reached the end of their tenure, being no longer than [two] years from initial appointment; or, they are removed by the RECCo Board in accordance with 2.8. A Metering Group member coming to the end of their tenure will not be precluded from standing for nomination for a further term.
- 2.7 The Metering Group Chair will endeavour to stagger the tenure of REC Party nominees so that as far as practicable no more than half of the Metering Group will be replaced in a given calendar year.
- 2.8 Without prejudice to paragraphs 2.6 and 2.7 above, the REC Board may remove and seek the replacement of such Metering Group members from time to time if in the REC Board's opinion they are unwilling, unable, unfit or otherwise are incapable for any reason to carry out their duties as a member in accordance with the REC or these Terms of Reference

#### **Chair**

- 2.9 The Chair will be appointed by RECCo from time to time, being either an existing employee of, or contractor to, RECCo, or recruited specifically for this purpose.
- 2.10 The Chair will hold only a casting vote in the event of a tied and the casting vote allowing for a qualifying majority to be reached.
- 2.11 If the Metering Group Chair is unable to be present at a meeting, a member of the RECCo executive will act as their alternate.

#### **Secretary**

- 2.12 Unless otherwise determined by RECCo, the Code Manager shall act as secretary to the Metering Group.

#### **Alternates**

- 2.13 Any member nominated to the Metering Group shall be entitled to nominate by (electronic) written notice to the Metering Group secretary an Alternate in the event that they are unable to attend any meeting of the Metering Group. The Alternate may be an employee of the same organisation as the REC Party member, or any other organisation that would otherwise qualify to provide such a Metering Group member.
- 2.14 All aspects of these Terms of Reference will apply to the Alternate as if they were a Metering Group member until such time as the original Metering Group member becomes available to resume their position.

#### **Indemnity and liability**

- 2.15 RECCo shall indemnify all Metering Group members in accordance with Clause 8 of the REC.

#### **Expenses**

- 2.16 The reasonable costs and expenses incurred by Metering Group members and for which a claim is duly submitted to the Secretary, and all other amounts incurred on behalf of the Metering Group in association with its functions and responsibilities, shall be paid by RECCo and considered to be RECCo operational costs.

- 2.17 Any query or dispute over the validity of an expenses claim under Paragraph 2.16 shall be determined by the Metering Group Chair and shall be final and binding.

### 3 Declaration of interest

- 3.1 Whilst it is not expected that any conflict of interest should prevent any Metering Group member from fulfilling their role, it shall be each Metering Group members responsibility to declare any financial interest that they and/or their employer may have in the outcome of a Change Proposal or any other matter brought before the Metering Group before any determination on that matter if made.
- 3.2 The Metering Group secretary will record any declaration of interest in the minutes, but the Metering Group member will otherwise be free to continue participation in the Metering Group business, including the casting of a vote on any matter in which they have declared an interest.

### 4 Powers and functions of the Metering Group

- 4.1 The Metering Group shall act in accordance with the REC, any subsidiary document of the REC or maintained by RECCo in accordance with the REC, and with these Terms of Reference.

### 5 Proceeding of the Metering Group

#### **Meetings**

- 5.1 Meetings of the Metering Group are expected to be held remotely by videoconference on a monthly basis, or by such other means and frequency as may be agreed by Metering Group members and duly scheduled on meeting calendar.

#### **Attendance by non-Metering Group members**

- 5.2 In addition to the Metering Group members, the following will be entitled to attend any meeting of the Metering Group and fully participate in any discussion, but not vote:
- a) the proposer of any Change Proposal being considered by the Metering Group;
  - b) any member of the RECCo Board;
  - c) any member of the RECCo executive team;
  - d) a representative of the Authority;
  - e) such other external Subject Matter Experts, including legal advisors to RECCo, as may be considered necessary; and
  - f) any other interested person, upon invitation and/or agreement the Chair.

#### **Quorum**

- 5.3 Any meeting shall be considered quorate at which at least one of each Party category mentioned in paragraph 2.3 is present.
- 5.4 Notwithstanding that a quorum is present, the Chair may exercise discretion to defer one or more agenda items to a later meeting at which more Metering Group members are expected to attend.

#### **Voting**

- 5.5 In deciding any matter which requires determination each voting Metering Group members shall cast one vote (unless that member has also been nominated as an Alternate in accordance with 2.13).
- 5.6 All matters will be decided by a qualified majority, to include at least one vote from each of the REC Party groups set out in Paragraph 2.3.
- 5.6 Before putting any matter to the vote, the Chair will confirm:
- a) that all Metering Group members have enough information on which to base a vote; and,
  - b) in the case of a change proposal to be determined by the Metering Group, that no member considers it should instead be escalated to the Change Panel.
- 5.7 If any Metering Group member indicates that further information would allow them to cast a vote rather than abstain, the Chair may at their sole discretion delay the vote to a later time or date if they consider that the requested information would reasonably be available within that time.
- 5.8 All matters, including any determination to proceed to a vote notwithstanding a request for escalation to the Change Panel pursuant to Paragraph 5.6 b), will be decided by a qualified majority, to include at least one vote from each of the REC Party groups set out in Paragraph 2.3.

#### **Minutes**

- 5.9 The Secretary shall ensure that all discussions are minuted (including any determinations and failure to make any determinations) and that within [5] Working Days of each meeting, draft minutes are distributed to Metering Group members and any other persons present at the meeting (or part thereof) for approval. Any comments on the accuracy of the draft minutes shall be returned to the Secretary no less than [five days] before the next scheduled meeting of the Change Panel, at which they will be formally approved. In the absence of any further meeting taking place within [five] calendar weeks of the minuted meeting, the minutes may be accepted as final by the Chair, having taken into account any comments received by the Secretary.
- 5.10 The Secretary shall also prepare a summary report detailing key decisions and such other information as may be agreed by the members to be published within [5 working days] of the meeting. Any such summary report will be published on the [REC Portal].

## **6 Conduct**

- 6.1 Metering Group members and other attendees will be expected to conduct themselves in a professional manner, refraining from any comments or behaviour that could be considered unreasonable or hinder the proper functioning of the Metering Group.
- 6.2 In the event that any unreasonable or disruptive behaviour persists, the Chair may at their sole discretion ask that individual to leave the meeting and/or to steps to restrict their future attendance.

## **7 Authority of the RECCo Board**

- 7.1 Nothing in these terms of reference will preclude the RECCo Board from delegating additional duties to the Metering Group from time to time.