
SCHEDULE XX

Data Access

Version: ~~0.21.1~~

Effective Date: N/A

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

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
<u>1.1</u>	<u>N/A</u>	<u>Initial version for Spring 2021 Switching Consultation</u>

Contents

<i>Paragraph</i>	<i>Heading</i>	<i>Page</i>
1.	Introduction	4
2.	Provision of Data to the Enquiry Services	4
3.	Provision of Enquiry Services	<u>45</u>
4.	Data Access Matrix.....	5
5.	Purpose of Access	6
6.	Confidentiality and Data Protection	7
7.	Becoming an EES User.....	7
8.	Adding or Removing a Data Item in the Data Access Matrix	8
9.	Adding a new EES User Category to the Data Access Matrix.....	9
10.	Provision of Access to Non-Domestic Consumers	9
11.	Terms of Use	10
12.	Misuse of data.....	11
13.	Additional Services.....	12

1. Introduction

1.1 This REC Schedule:

- (a) sets out how to become an ~~EES~~Enquiry Service User;
- (b) describes the Data Access Matrix which governs the data that different categories of ~~EES~~Enquiry Service User can access;
- (c) describes the purposes for which categories of ~~EES~~Enquiry Service User are authorised to use the data accessed via the ~~Electricity~~Enquiry Service~~Services~~;
- (d) defines the terms of use associated with data accessed via the ~~Electricity~~Enquiry Service~~Services~~; and
- (e) sets out obligations on ~~Electricity~~Energy Suppliers, Distribution Network Operators, Gas Transporters and Metering Equipment Managers to make data available so that it can be accessed through the ~~Electricity~~Enquiry Service~~Services~~.

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

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

1.4 Each ~~Electricity~~Energy Supplier ~~and~~, Distribution Network Operator and Gas Transporter 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~~Electricity Retail Data Agent 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 ~~electricity~~ Metering ~~Asset~~Equipment Manager shall make data available to the relevant ~~MPAS Provider~~Electricity Retail Data Service as described in the Metering Operations Schedule.

2.3 The Gas Enquiry Service has a logical interface with the gas Central Data Service. Data received by the gas Central Data Service, in accordance with the UNC and iGT UNC, will be made available to the Gas Enquiry Service where specified in the Data Access Matrix.

2.4 Each gas Metering Equipment Manager shall make data available to the gas Central Data Service as described in the Metering Operations Schedule.

3. Provision of Enquiry Services

3.1 RECCo shall ensure that the ~~EES Provider~~Enquiry Service Providers provides each ~~EES~~Enquiry

Spring 2021 Consultation

- Service User with access to the Data Items held in the ~~Electricity-Enquiry Service~~Services, subject to and in accordance with this REC Schedule and (in the case of each ~~EES~~Enquiry Service User which is not a Party) its Data Access Agreement.
- 3.2 RECCo shall ensure that the ~~EES Provider~~Enquiry Service Providers only ~~permits~~permit each ~~EES~~Enquiry Service User to access Data Items ~~through the Electricity-Enquiry Service~~ which that ~~EES~~Enquiry Service User is authorised to access, as set out in the Data Access Matrix.
- 3.3 Data shall be made available to ~~EES~~Enquiry Service Users through various means including a web portal, APIs and reports. Conditions may be placed on ~~EES~~Enquiry Service Users regarding access to data via these different means, as set out in this REC Schedule and the EES Service Definition- or the GES 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~~Enquiry Service Users via bilateral commercial agreements with the EES Provider and / or GES Provider, in accordance with Paragraph 13.
- 3.5 Charges for the provision of access to data through the ~~Electricity-Enquiry Service~~Services are set out in the REC Statement of Charges. Different charges may be charged for different categories of ~~EES~~Enquiry Service User. RECCo shall ensure that the charges for use of the ~~Electricity-Enquiry Service~~Services are fair, reasonable and non-discriminatory.
- 3.6 RECCo gives no representation or warranty as to the accuracy or completeness of the data made available via the ~~Electricity-Enquiry Service~~Services.
- 3.7 Regulatory responsibility for the accuracy of ~~EES~~Enquiry Service 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~~Enquiry Service User shall have any claim against the relevant Data Master regarding the accuracy or completeness of the ~~EES~~Enquiry Service Data.

4. Data Access Matrix

- 4.1 The Data Access Matrix sets out the Data Items that each category of ~~EES~~Enquiry Service 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~~Enquiry Service User Categories, which shall be maintained in the Data Access Matrix, are as follows:
- (a) a separate category for each Market Participant Role;
 - (b) Third Party Intermediary;
 - (c) Non-Domestic Consumer (for portfolio access);
 - ~~(d) Local Authorities;~~
 - (d) local authorities in Great Britain;
 - (e) the UK Government Department for Work and Pensions;
 - (f) HM Revenue and Customs;

~~(g)~~ — Police;

~~(g)~~ police authorities (electricity only);

(h) the Energy Theft Tip Off Service Provider;

(i) the UK Revenue Protection Association;

(j) Citizens Advice /Citizens Advice Scotland;

~~(k)~~ research bodies (gas only);

~~(k)(l)~~ the Code Manager; and

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

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

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

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

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

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

5. Purpose of Access

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

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

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

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

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

(c) Third Party Intermediaries – where a Consumer makes a request in relation to the Metering Point for that Consumer's premises, providing data to that Consumer 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~~ local authorities in Great Britain – for the purpose of performing their statutory functions;

Spring 2021 Consultation

- (f) the UK Government Department for Work and Pensions - for the purpose of performing its statutory functions;
- (g) HM Revenue and Customs - for the purpose of performing its statutory functions;
- (h) ~~Police Authorities~~police authorities - for the purpose of performing their statutory functions;
- (i) the Energy Theft Tip Off 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 – for the purpose performing its statutory functions;
- (l) research bodies – determined on a case by case basis depending on the Data Items requested;

~~(m)~~(m) the Code Manager – for the purpose of fulfilling its functions under this Code; and

~~(n)~~(n) 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 ServiceServices, and/or use of data obtained via the ~~Electricity~~Enquiry ServiceServices, otherwise than in accordance with this REC Schedule shall be a material breach of this Code, which ~~might~~may lead to an Event of Default.

6. Confidentiality and Data Protection

- 6.1 Each ~~EES~~Enquiry Service User shall keep the data it obtains via the ~~Electricity~~Enquiry ServiceServices 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 ServiceServices, constitutes Personal Data.
- 6.3 It is acknowledged that each ~~EES~~Enquiry Service User acts as an independent Data Controller in relation to the data that it accesses via the Electricity Enquiry Service- and / or Gas Enquiry Service. Clause 19 (Data Controller Obligations) of the main body of this Code shall therefore apply.

7. Becoming an ~~EES~~Enquiry Service User

- 7.1 Each ~~Electricity~~Energy Supplier ~~and~~, Distribution Network Operator ~~shall become an EES User in order to become a Party; in addition, each electricity-,~~ Gas Transporter and Metering Equipment Manager ~~may~~is entitled to become an EES User and/or GES User; (as applicable to its Market Role) by virtue of being a Party. Each such Party shall Qualify (and remain Qualified) as an ~~EES~~Enquiry Service User in accordance with the Qualification and Maintenance

Schedule¹.

- 7.2 An ~~EES~~Enquiry Service 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~~Enquiry Service User can access the ~~Electricity~~ Enquiry Services.
- 7.3 Individuals or organisations (not being Parties) which wish to become an ~~EES~~Enquiry Service 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~~Enquiry Service 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~~Enquiry Service User Category; and
 - (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 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

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

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- or the GES Provider (as applicable).

9. Adding a new ~~EES~~Enquiry Service 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~~Enquiry Service 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 ~~Metadata~~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~~Enquiry Service 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~~Enquiry Service Users in this new category should be entitled to access and use data from the Electricity Enquiry Services; and /or Gas Enquiry Service; and
- (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~~Enquiry Service 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- and/or GES Provider (as applicable).

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 Prior to gaining access, a Non-Domestic Consumer shall complete an application form via the REC Portal, which includes details of the relevant Metering Points, as described in Paragraph 7.3.

10.3 The EES Provider and / or GES Provider shall validate (and at reasonable 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~~Enquiry Service User shall (and shall ensure that its Authorised Persons) only use the ~~Electricity~~Enquiry ServiceServices 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~~Enquiry Service 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 ServiceServices from time to time.
- 11.3 Each ~~EES~~Enquiry Service User hereby undertakes that it will treat all ~~EES~~Enquiry Service 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~~Enquiry Service User shall:
- (a) limit access and use of the Electricity Enquiry Service and / or Gas Enquiry Service to its individual ~~authorised users~~Authorised Persons only, and supervise and control access to and use of the ~~Electricity~~Enquiry ServiceServices by its ~~authorised users~~Authorised Persons 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~~Enquiry Service User to breach this REC Schedule;
 - (c) not display any part of the Electricity Enquiry Service, Gas Enquiry Service or ~~Electricity~~ Enquiry Service Data on a public bulletin board, ftp (File Transfer Protocol) site, world wide web site, chat room or by any other unauthorised means;
 - (d) ensure that its individual ~~authorised users~~Authorised Persons are:
 - (i) informed of and are contractually bound to safeguard the confidential nature of the ~~EES~~Enquiry Service Data in accordance with this REC Schedule; and
 - (ii) competent in the use of the Electricity Enquiry Service and / or Gas Enquiry Service prior to use of the Electricity Enquiry Service and / or Gas 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~~Enquiry Service User shall:
- (a) knowingly introduce to the ~~Electricity~~Enquiry ServiceServices 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 ServiceServices, the server on which the Electricity Enquiry Service and/or Gas Enquiry Service is stored or any server, computer or database connected to the Electricity Enquiry Service and/or Gas Enquiry Service; or
 - (c) attack the Electricity Enquiry Service and / or Gas Enquiry Service via a denial-of-service attack or a distributed denial-of service attack.

Spring 2021 Consultation

- 11.6 Each EES Enquiry Service User shall ~~promptly~~immediately notify the Code Manager if the EES Enquiry Service 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, Gas Enquiry Service and/or the EES Enquiry Service Data or otherwise adversely affect the Electricity Enquiry Service, Gas Enquiry Service or any one or more EES Enquiry Service 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 Enquiry Service 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 Services 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 Enquiry Service 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~~-Enquiry Service User's computer equipment, computer programs, data or other proprietary material due to the EES Enquiry Service User's use of the ~~Electricity~~-Enquiry Service Services or to the Users use of or uploading of any EES Enquiry Service Data.

Volume Restrictions

- 11.8 Each Authorised ~~Representative~~Person shall by default, be limited to a defined number of ~~Metering Point~~RMP searches per day, as defined in the EES Service Definition or GES 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 Enquiry Service 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~~Data

- 12.1 Access to and use of the ~~Electricity~~-Enquiry Service Services 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 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 Enquiry Service 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 Enquiry Service User, failing which the REC Performance Assurance Board may disable access for one or more EES Enquiry Service User personnel.

- 12.5 RECCo will ensure that its contract with the EES Provider and GES 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 EES Provider and / or GES Provider from agreeing bespoke commercial arrangements with one or more EES Enquiry Service Users for additional services (defined in the EES Service Definition and / or GES Service Definition) based on data received in its role as EES Provider ~~or GES Provide, as applicable.~~ However, the EES Provider and GES Provider must not allow individuals or organisation which are not EES Enquiry Service Users to access the Electricity Enquiry Service ~~or Gas Enquiry Service (as applicable).~~
- 13.2 Where an EES Enquiry Service User or potential EES Enquiry Service 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 Electricity Enquiry Service and/or Gas Enquiry Service functionality; or whether to discuss bilaterally with the EES Provider and/or GES Provider.
- 13.3 For transparency, the Code Manager shall publish on the REC Portal a high-level description of each type of additional service that is available directly from the EES Provider ~~and GES~~ Provider.
- 13.4 ~~Additional~~ The Enquiry Service Data made available via additional services agreed bilaterally with the EES Provider or GES Provider must only contain ~~EES provisioned~~ data that is accessible by the relevant EES Enquiry Service User Category, as defined in the Data Access Matrix.
- 13.5 Restrictions on the use of data as specified in Paragraphs 5 and 11 shall apply to EES Enquiry Service Data provided to EES Enquiry Service Users via additional services agreed bilaterally with the EES Provider or GES Provider.
- 13.6 RECCo's right to audit in Paragraph 12.5 shall include the right to audit provision of additional services provided by the EES Provider and GES Provider, which use data received by it in the delivery of its role as EES Provider or GES Provider.