

Decision

Decision: Microbusiness Strategic Review

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This document sets out our Decision to implement a package of policy reforms following our strategic review of the microbusiness retail market in line with our 2021/22 Forward Work Programme commitment.¹

The document summarises stakeholder feedback received in response to our statutory consultation on a package of refined proposals, and addresses the key points raised. It also sets out the next steps for implementing our Decision, including actions required by industry participants.

¹ Forward Work Programme 2021/22, March 2021: [Forward work programme 2021/22 | Ofgem](#)

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Executive Summary

Our priority is to protect the interests of current and future energy consumers. We want to see a retail energy market that works in the interests of all consumers, including microbusinesses. To that end, we have identified some areas where the market is not working well for some microbusinesses and where individual consumers are suffering detriment. Following an extensive process of evidence gathering and stakeholder consultation, we are now introducing a package of policy measures to address these issues.

Microbusinesses have faced significant challenges due to the Covid-19 pandemic in recent times with many businesses facing financial difficulties. The current energy market pricing situation is also placing a significant strain on many microbusinesses. These challenges come at a time when making the transition to net zero is an increasingly important challenge for all businesses. In this context, having access to key information needed to make suitable purchasing decisions coupled with a robust protections framework for when things go wrong is more important than ever. The changes we are making will strengthen these areas – improving information provision and establishing new dispute resolution arrangements – leaving microbusinesses better equipped to navigate the energy market during this challenging time.

The changes we are making

- **Provision of principal contractual terms, including Third Party cost information:** Strengthening supply licence conditions around the provision of principal contractual terms to ensure consumers receive this key information, including about Third Party Costs, both pre- and post-contract entrance, in all cases.
- **Broker dispute resolution:** Introducing a requirement for suppliers to only work with brokers signed up to a qualifying alternative dispute resolution scheme.
- **Banning termination notification requirements:** Prohibiting suppliers from requiring microbusinesses to provide notice of their intent to switch, except for Evergreen contracts.
- **Information and Awareness:** Citizens Advice are creating new and updated information materials so that microbusiness can access up-to-date guidance and advice to help boost awareness of how the market operates and their rights as consumers.

The new licence provisions (see Appendices 1 and 2) will take effect on and from 1 October 2022 except for the conditions in relation to the broker alternative dispute resolution scheme which will take effect on and from 1 December 2022. These timeframes will allow

suppliers, brokers, Ombudsman Services and Others significant time to adjust processes, update staff training, amend consumer communication materials and make other preparations necessary for successful implementation.

Background

Microbusinesses have faced significant challenges due to the Covid-19 pandemic in recent times with many businesses facing financial difficulties. The current energy market pricing situation is also placing a significant strain on many microbusinesses. These challenges come at a time when making the transition to net zero is an increasingly important challenge for all businesses. In this context, having access to key information needed to make suitable purchasing decisions coupled with a robust protections framework for when things go wrong is more important than ever. The changes we are making will strengthen these areas – improving information provision and establishing new dispute resolution arrangements – leaving microbusinesses better equipped to navigate the energy market during this challenging time.

Microbusinesses in the UK economy and retail energy market

Microbusinesses play a central role in the UK economy, providing a wide range of products and services. Latest government data suggests there are 5.3 million microbusinesses in the UK, accounting for 95% of all businesses, 21% of employment and 14% of turnover.²

Microbusinesses are equally important in the retail energy market. As of December 2021, the largest suppliers (who supply approximately 90% of the small business market) provided supply to circa 1.4m electricity and 0.4m microbusiness gas meter points. Microbusinesses make up a significant proportion of energy expenditure too, with expenditure from all these meter points accounting for £4.2bn in 2021.^{3 4}

The rationale for undertaking a strategic review of the microbusiness retail energy market

In our Opening Statement, we set out our rationale for launching a strategic review of the microbusiness retail market, commenting on the evidence we had gathered from published

² Business Statistics, House of Commons Library (Dec 2021), [SN06152.pdf \(parliament.uk\)](#), page 12

³ These values were compiled using an ongoing request for information to suppliers that represented approximately 90% of the small business market segment in 2021. These suppliers are British Gas, Corona, Drax Energy Solutions, EDF, E.ON/npower, Gazprom, Opus, Pozitive Energy, ScottishPower, Sinq Power, SSE and TotalEnergies for electricity, and British Gas, CNG, Corona, Crown Energy, EDF, E.ON/npower, Gazprom, Opus, Scottish Power, SSE, TEGS, and TotalEnergies for gas.

⁴ For the purposes of this data, microbusinesses are defined as those non-domestic consumers who use no more than 100 MWh of electricity per year, and/or no more than 293 MWh of gas per year

data alongside the concerns raised by key stakeholders.⁵ We committed to investigate and respond to these issues in our Forward Work Programmes.

The framework underpinning our review

In our Opening Statement and subsequent consultations, we set out the framework that would underpin the review.⁶ We briefly summarise this framework here.

- We described our **vision for a positive microbusiness customer journey**, including laying out the **customer journey model** we would use to focus our work. This model categorised the customer journey into five distinct stages: awareness, browsing, contracting, dialogue and exiting. In keeping with previous consultations, we discuss consumer harms and policy interventions at each of these stages in the remaining chapters of this document.
- We focussed on investigating eight **theories of consumer harm** based on areas where either we had already seen some evidence of detriment, or where we saw a likelihood of consumer harm.
- We set out the **parameters** of the review including the classification of consumers that fell within scope.
- We set out **our approach to investigating and prioritising consumer harms** including detailing the broad range of evidence sources drawn upon and our focus on the likely scale and severity of harms when prioritising areas requiring policy intervention.

Finalised package of policy measures

In the following chapters we provide a summary of stakeholder views and evidence received in response to our statutory consultation where we sought views on a refined package of policy proposals. We set out our decision on each proposal with supporting rationale, and the timeframe for implementation.

⁵ Opening Statement – Strategic Review of the microbusiness retail market (2019), [Opening Statement - Strategic Review of the microbusiness retail market | Ofgem](#), page 2-3

⁶ Microbusiness Strategic Review: Statutory Consultation (2021), [Microbusiness Strategic Review: Statutory Consultation to modify the SLCs of all gas and electricity supply licences | Ofgem](#), page 8-12

Throughout the following chapters we comment on key issues raised by stakeholders, including drawing on illustrative examples from non-confidential responses. Our summaries of responses do not represent an exhaustive list of issues raised.

Other related work

Several other workstreams are focussed on complementary reforms that will help improve microbusinesses' experience of the energy market. We summarise these below:

Smart metering rollout

From January 2022, all suppliers have binding annual installation targets to roll out smart and advanced meters to their non-smart customers by the end of 2025. Suppliers are obligated to publish their annual targets on their websites. Each year the annual targets are reset based on the proportion of a supplier's customer base with or without a smart or advanced meter. Smart meters give consumers near real-time information on energy use – expressed in pounds and pence – so that consumers can better manage their energy use and save money while facing less metering-related issues.

The Department for Business, Energy and Industrial Strategy (BEIS) cost-benefit analysis sets out that microbusiness customers should expect to see significant benefits from the rollout, particularly the £1.5bn released through energy consumption reduction.⁷ We continue to provide regulatory oversight of rollout delivery, ensuring energy suppliers' compliance with their smart meter licence obligations and working to secure the best possible outcomes for consumers.

Switching programme

The Switching Programme is currently in its Design, Build and Test phase and continues to actively work with industry stakeholders to create the central systems and processes to enable a faster and more reliable switching experience. The changes will enable non-domestic customers to switch within two working days while improvements to address data will ensure that there are fewer issues with switches going wrong. By improving the speed

⁷ Smart Meter Roll-Out, Cost-Benefit Analysis (2019), [Smart Metering Implementation Programme - Cost-Benefit Analysis 2019 \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/824247/smart-metering-implementation-programme-cost-benefit-analysis-2019.pdf)

and reliability of switching, the Programme aims to increase the number of consumers who engage actively in the market, with a view to this driving competition in the market leading to lower bills, better tariffs, products, and services for consumers. The expected go-live date for the Switching Programme is 18 July 2022.⁸

Data access

In our policy consultation, we acknowledged the importance of improving access to energy data for microbusiness customers to facilitate contract comparison for customers wanting to switch. We noted positive progress made by Gemserv and Xoserve in making this happen. Further to industry approving a code modification to formalise Third Party Intermediary (TPI) access to non-domestic electricity data in June 2020, access to non-domestic electricity data came under the governance of the Retail Energy Code (REC) from 1 September 2021. Access to non-domestic gas data will move to the REC at the same time as the Switching Programme go-live.^{9 10 11}

Market-wide Half-hourly Settlement (MHHS)

In April 2021, we published our decision to proceed with implementing Market-wide Half-hourly settlement (MHHS).¹² This is one of the key activities in our new Forward Work Programme 2021/22. Building on other reforms such as the smart meter rollout, MHHS will be a vital enabler of the flexibility that will support the transition to Net Zero. MHHS will send accurate signals to suppliers about the cost of serving their customers throughout each day. Suppliers will have powerful incentives to offer new tariffs and products that encourage more flexible use of energy and help consumers to lower their bills.

We expect microbusinesses to be among all energy consumers who will share in the system-wide benefits of MHHS, whether they are able to offer flexibility or not. We estimate

⁸ Open Letter for Switching Programme Consequential Changes, January 2022: [Retail Code Consolidation Significant Code Review: Authority-Led Code Modification Proposals \(ofgem.gov.uk\)](https://www.ofgem.gov.uk/publications-and-updates/retail-energy-code-v20-and-retail-code-consolidation-significant-code-review-authority-led-code-modification-proposals)

⁹ The Retail Energy Code (REC) was introduced as part of the Switching Programme and is a dual fuel code that will, in time, govern all energy retail processes and rules, including access to energy data.

¹⁰ <https://www.ofgem.gov.uk/publications-and-updates/retail-energy-code-v20-and-retail-code-consolidation>

¹¹ [Switching Programme Significant Code Review, March 2021: https://www.ofgem.gov.uk/publications-and-updates/switching-programme-significant-code-review-retail-energy-code-v30](https://www.ofgem.gov.uk/publications-and-updates/switching-programme-significant-code-review-retail-energy-code-v30)

¹² Electricity Retail Market-wide Half-hourly Settlement: Decision and Full Business Case, April 2020: [Electricity Retail Market-wide Half-hourly Settlement: Decision and Full Business Case | Ofgem](https://www.ofgem.gov.uk/publications-and-updates/retail-market-wide-half-hourly-settlement-decision-and-full-business-case)

that our chosen option for MHHS will deliver net benefits to GB energy consumers in the range of £1,559m-£4,509m over the period 2021-2045.

Cold calling by third parties in the energy market

In our statutory consultation we noted the role that the Telephone Preference Service (TPS) and Corporate Telephone Preference Service (CTPS) can play in helping microbusinesses screen out unwanted sales calls. We noted how further investigations by the Information Commissioner’s Office (ICO) into cold calling by third parties in the energy market confirmed a rise in the number of complaints in this sector.

In December 2021, the ICO took enforcement action against a third party offering energy brokerage services, Northern Gas & Power Ltd. The ICO issued an enforcement order and a monetary penalty.¹³¹⁴ For nearly two years Northern Gas & Power Ltd had been making unsolicited marketing calls to people whose telephone numbers were registered with the TPS and CTPS. The ICO found that behaviour to be a serious contravention of regulation 21 of the Privacy and Electronic Communications (EC Directive) Regulations 2003 (“PECR”) and subsequently ordered Northern Gas & Power Ltd to stop using a public electronic communications service for the purposes of making unsolicited calls for direct marketing purposes. The ICO also fined the company £75,000.¹⁵

Related publications

Stakeholders may wish to view the following publications alongside this document:

[Opening Statement - Strategic Review of the microbusiness retail market](#)

[Evaluation of CMA Price Transparency Remedy](#)

¹³ Northern Gas & Power Ltd Enforcement Notice, December 2021, ICO: [northern-gas-power-ltd-enforcement-notice.pdf \(ico.org.uk\)](#)

¹⁴ Northern Gas & Power Ltd Monetary Penalty Notice, December 2021, ICO: [northern-gas-power-ltd-monetary-penalty-notice.pdf \(ico.org.uk\)](#)

¹⁵ Regulation 21 applies to the making of unsolicited calls for direct marketing purposes. It means that if a company wants to make calls promoting a product or service to a subscriber who has a telephone number which is registered with the TPS or CTPS, then that subscriber must have given their consent to that company to receive such calls.

[Microbusiness Research Synthesis](#)

[Microbusiness Strategic Review: Policy Consultation and Draft Impact Assessment](#)

[Microbusiness Strategic Review Event 1: Broker Dispute Resolution](#)

[Microbusiness Strategic Review Event 2: Switching related proposals](#)

[Microbusiness Strategic Review Event 3: Broker Conduct Principle, Informed Contract Choices and Commission Transparency](#)

[Microbusiness Strategic Review: Statutory Consultation and Final Impact Assessment](#)

Awareness: Knowing about opportunities and risks

Section summary

In this chapter we signpost readers to the outcomes we want to see at this stage of the customer journey, along with the consumer harms we identified and prioritised earlier in the review. We recap on the policy proposals set out in our statutory consultation; summarise stakeholder views and evidence in response to these plans; and conclude with our decision.

The outcomes we want to see and the consumer harms impacting these outcomes

In our policy consultation we set out the outcomes we want to see at this stage of the customer journey. We went on to describe the key consumer harms we had identified and how these harms were adversely affecting consumers' experience at this stage of their journey.¹⁶

Statutory consultation proposals

In our statutory consultation we set out our view that improving awareness materials and information provision for microbusinesses would deliver benefits for consumers and effectively complement the other reforms we proposed taking forward. We welcomed Citizens Advice commitment in their Consumer Work Plan 2021/2022 to improve information for microbusinesses, including on supplier service and signposting to advice¹⁷. We confirmed that we would work in collaboration to shape the creation of new and updated information, and also to establish the best tools for signposting this information to microbusiness, and on communications to help further boost awareness.

Stakeholder views and evidence

The clear majority of stakeholders remain supportive of our proposal, with some keen to play a part in its delivery.

¹⁶ Microbusiness Strategic Review: Policy Consultation, Ofgem, <https://www.ofgem.gov.uk/publications-and-updates/microbusiness-strategic-review-policy-consultation>, page 20

¹⁷ Consultation: The Citizens Advice Consumer Work Plan 2021/22, Citizens Advice, July 2021: <https://www.citizensadvice.org.uk/about-us/our-work/policy/policy-research-topics/consumer-policy-research/consumer-policy-research/citizens-advice-consumer-work-plan-202122/>

Information materials

We have received continued support from stakeholders regarding our proposal to improve consumer awareness materials and information provision for microbusinesses. For example, the Association of Convenience Stores welcome our intent to work with Citizens Advice to shape the creation of new and updated information, enabling microbusinesses to have access to up-to-date guidance and advice as well as wider communications to boost consumer awareness about the market and consumer rights. Some suppliers, including for example Shell Energy, further approve of our intent to work with Citizens Advice. They welcome the improvement they see this measure having on microbusinesses access to relevant information and awareness of options within the energy market.

Effectively disseminating information

Many stakeholders continue to support our secondary proposal around working with Others to identify the best ways to effectively disseminate information to microbusinesses, with several stakeholders demonstrating keenness to work directly with Citizens Advice on dissemination activities. For example, the British Independent Retailers Association have offered to facilitate the engagement of other associations to assist in the dissemination of information to microbusinesses, and to use the information provided by Citizens Advice to engage microbusiness consumers.

Other stakeholders, including for example Energy UK, have welcomed the suggestion of signposting consumers to relevant information within a centralised information source. They suggest we seek suppliers' input to address awareness gaps and tap into suppliers' experiences of engaging with consumers.

Our Decision

After considering stakeholder views and evidence we **remain of the view that our proposal to improve awareness materials and information provision for microbusinesses will deliver significant benefits for consumers and effectively complement the other reforms we are taking forward.**

We are working with Citizens Advice to create new, and update existing, information to be hosted on the Citizens Advice website. This will focus on key information about the market as well as consumer rights and company obligations. It will cover topics ranging from, for

example, the importance of microbusinesses recognising the significance of entering into legally binding contracts, and the availability of alternative dispute resolution facilities. In addition, we are developing a high-level consumer-focussed guide to provide headline information about key features of the market and sources for more comprehensive information and advice offered by other parties. We look forward to working with Citizens Advice and other stakeholders over the coming months to develop materials and identify the best routes for disseminating information in time for new licence provisions taking effect later this year.

Browsing: Searching for deals

Section summary

In this chapter we signpost readers to the outcomes we want to see at this stage of the customer journey, along with the consumer harms we identified and prioritised earlier in the review. We recap the policy proposals set out in our statutory consultation; summarise stakeholder views and evidence in response to these plans; and conclude with our decision.

The outcomes we want to see and the consumer harms impacting these outcomes

In our policy consultation we set out the outcomes we want to see at this stage of the customer journey. We went on to describe the key consumer harms we had identified and how these harms were adversely affecting consumers' experience at this stage of their journey.¹⁸

Statutory consultation proposals

Requirement to provide Principal Terms

In our statutory consultation we set out our proposal to strengthen existing supply licence conditions (SLCs) around the provision of key contractual terms ('Principal Terms') and proposed modifying the draft SLCs included in our policy consultation to provide greater clarity. Our updated drafting set out requirements for Principal Terms to be provided (in some form) before a consumer enters into a contract in every case, and for these terms to be provided in written form no later than one working day after a contract is entered into in every case.

Transparency around Brokerage Costs

In our statutory consultation we set out our proposal to increase transparency around brokerage costs. We proposed modifying two aspects of the measure we had consulted on

¹⁸ Microbusiness Strategic Review: Policy Consultation, Ofgem, <https://www.ofgem.gov.uk/publications-and-updates/microbusiness-strategic-review-policy-consultation>, page 25

in our policy consultation: the frequency of when brokerage cost information must be provided, and the format it must be provided in. For frequency, we narrowed our proposal so that brokerage costs would only need to be provided via Principal Terms and on request, removing the proposal that Principal Terms should also be provided on bills and statements of account. On format, we proposed requiring a uniform approach where brokerage costs would need to be displayed as a total cost in pounds/pence, covering the duration of the contract.

Stakeholder views and evidence

Requirement to provide Principal Terms

The majority of stakeholders continue to support our proposal to strengthen the existing SLCs on the provision of Principal Terms. Some stakeholders have requested clarity on certain proposed design features, in particular when a contract is deemed to have been 'entered into' and the timescales for providing the Principal Terms. Another issue raised by a small number of stakeholders concerns the possibility that some suppliers could give undue prominence to brokerage cost information within the Principal Terms.

When a contract is deemed to have been 'entered into' and the timescale for providing written Principal Terms

Some stakeholders have sought further clarification on when a microbusiness consumer has 'entered into' a supply contract and provided their own interpretation, noting the significance of this point in time being clearly understood as it triggers the requirement for written Principal Terms to be provided. Linked to this, some stakeholders have questioned whether allowing one working day after a contract has been entered into for written Principal Terms to be provided allows sufficient time for this activity to be completed.

For example, the Industrial and Commercial Shippers and Suppliers (ICoSS) trade body provided their view that a microbusiness consumer has entered into a contract once supplier credit checking is complete, noting that the provision of written Principal Terms should only occur once the contract is finalised by the supplier.

EDF have suggested amending the timescale for written Principal Terms to be provided in up to two working days to allow for administrative processes to be completed and provide additional time for suppliers to check brokered contracts to ensure accuracy and validity.

Prominence of brokerage costs within Principal Terms

A small number of stakeholders have raised concerns about the presentation and prominence of brokerage costs within the Principal Terms. They have said that some suppliers could potentially design their Principal Terms to give undue prominence to brokerage costs (over any other information), inappropriately skewing a consumer's interpretation of the value of a contract containing these costs and placing brokers at a competitive disadvantage compared to suppliers.

For example, Love Energy Savings have said that suppliers could turn the impartial information designed to better inform a microbusiness consumer of the value of their contract into a sales tactic to promote a supplier's own direct sales channel over a brokered sale.

The Utilities Intermediaries Association (UIA) have noted their view that either covertly or overtly, suppliers will use the new requirement as a marketing tool. They envisage suppliers stating that contracting directly with a supplier will save the consumer money, which will in turn push brokers out of the market.

Transparency around brokerage costs

The majority of stakeholders remain supportive of our proposal to improve transparency around brokerage costs. For example, the British Independent Retailers Association has noted that improving transparency by asking brokerage costs to be clearly identified will allow business owners to make better, informed decisions. As another example, ScottishPower have noted that for a microbusiness customer to fully consider the terms of an energy supply contract, any commissions connected to the sale need to be understood.

Those opposed to our proposal, primarily some Third Party Intermediaries (TPIs), have raised concerns that the presentation of brokerage costs on Principal Terms may not be an accurate way for a customer to truly understand if those costs represent good value. For example, Direct Power have said that the customer is not privy to the work a TPI does on their behalf, nor the costs involved in complying with supplier and Ofgem requirements, so is not well placed to fully appreciate the value of this work.

There are three more specific aspects of our proposal that stakeholders have largely offered their views on: a call for a definition or description of a 'benefit of any kind' used in the definition of 'Brokerage Costs'; the status of businesses described as 'Price Comparison

Websites' (PCWs)/ 'sales agents'/third party companies with other titles; and the provision of brokerage cost information on request.

A 'benefit of any kind'

A definition or description of what would be deemed as being a 'benefit of any kind' in the brokerage costs definition has been requested by some stakeholders. For example, Energy UK have said the term 'benefit of any kind' could lead to different interpretations of the requirement by different suppliers and Ofgem should further define the term.

'PCWs'/'sales agent'/third party companies with other titles

Some stakeholders have queried whether PCWs, 'sales agents' or companies with other titles are and/or should be included within the scope of the definition of a 'Broker'. For example, Engie have asked for clarity on the definition of 'Broker' and the intention of including 'sales agents' as they interpret the definition not to capture third party 'sales agents'.¹⁹

Provision of information on request

Some stakeholders have requested clarity on the requirement to provide historic brokerage cost information post-contract start date on request, especially where the brokerage costs may differ from those originally provided. For example, Energy UK have sought clarity as to whether a supplier would need to inform the customer if there is a material change in brokerage costs compared to the original estimate and what information suppliers would be required to provide in response to mid-contract requests.

Implementation timescales

Several suppliers provided views on the implementation timescale they feel is necessary for this measure. Those providing views were largely concerned that implementing this measure 56 days after confirming the decision to proceed, as originally anticipated, would not provide sufficient implementation time.

¹⁹ Engie describe a 'sales agent' as a third party who are contracted by a single supplier.

For example, TotalEnergies have said it would not be practical to implement changes within 56 days as changes are required to IT systems, business processes and staff training that would take longer. They have suggested implementation should take place after The Switching Programme go-live (July 2022). On a similar note, Good Energy have said that providing longer would allow suppliers the time required to implement changes to internal processes. E.ON have said that Ofgem must take cost and time required to implement these changes into account and have suggested a c. six-month timeline to ensure sufficient time and resource allocation.

Our Decision

Requirement to provide Principal Terms

After considering stakeholder views and evidence we **are proceeding with strengthening the rules around the provision of Principal Terms**. We are strengthening the requirements to ensure that Principal Terms are brought to the attention of the consumer both pre-contract entrance (in some form) and post-contract entrance (in written form) in all cases. This will ensure that key information about a new contract, including any brokerage costs, is always brought to the attention of the consumer, which we believe is an essential part of a robust contracting process.

Suppliers and brokers must ensure that consumers are fully informed about the nature and costs associated with a contract they are being offered. SLC 7A.4 requires Principal Terms to be brought to the attention of the consumer prior to agreeing a contract. For the avoidance of doubt, we do not consider that purely signposting a consumer during a sales call (for example via an email or text message sent during the call) to a set of Principal Terms is sufficient to constitute bringing the Principal Terms to the attention of the consumer. Instead, our interpretation of these requirements means that suppliers/brokers agreeing supply contracts verbally must clearly explain the Principal Terms of the contract to the consumer before a contract is entered into.

We are not proceeding with introducing a cooling-off period at this time (as explained in the following chapter). For this reason, we are not proceeding with changes designed to ensure microbusinesses receive Principal Terms post-contract entrance as early as possible after contract entrance. These changes were designed to ensure microbusinesses had time to review a written version of the Principal Terms post-contract within a time-limited cooling-

off period which is no longer a relevant consideration. Existing rules requiring the timely provision of contractual terms post-contract entrance remain in place.²⁰²¹

Prominence of brokerage costs within Principal Terms

We acknowledge concerns from a small number of stakeholders that some suppliers might consider giving undue prominence to brokerage costs over other information within the Principal Terms. As with all other communications, suppliers must have regard to SLC 0A.3(b) when presenting key information to consumers.²²²³ In this context we expect, for example, information such as charges for supply to be given due prominence alongside brokerage costs and other key information and that brokerage costs should not be given undue prominence.

Transparency around brokerage costs

After considering stakeholder views and evidence, we **are proceeding with increasing transparency around brokerage costs**. This will ensure that microbusinesses are better placed to make fully informed purchasing decisions. Information on brokerage costs must be provided to microbusinesses via the Principal Terms, for all contracts, and this information must be presented as a total cost in pounds/pence covering the duration of the contract.

A 'benefit of any kind'

We recognise that some suppliers will have relatively simple remuneration arrangements in place between themselves and the brokers they work with which are based mainly or solely on monetary payments made once a contract has been entered into. Where suppliers opt to agree multi-dimensional remuneration arrangements we recognise that interpreting and rigorously applying the need to account for all brokerage costs, including 'benefits of any kind' will be more complex.

²⁰ Standard Conditions of electricity supply licence, 7A.7, Ofgem, [Electricity Supply Standard Licence Conditions](#)

²¹ Standard Conditions of gas supply licence, 7A.7, Ofgem, [Gas Supply Standard Licence Conditions](#)

²² Standard Conditions of electricity supply licence, Ofgem, [Electricity Supply Standard Licence Conditions](#)

²³ Standard Conditions of gas supply licence, Ofgem, [Gas Supply Standard Licence Conditions](#)

The term 'a benefit of any kind' is both broad and non-prescriptive in nature. A benefit in kind, could, for example, include hospitality tickets or a wide range of other things. For the avoidance of doubt, we guide suppliers and brokers towards applying a principle of providing their prospective customers with maximum transparency when informing them about the actual or estimated brokerage costs that will form part of their supply contract as this will ensure consumers are best placed to make fully informed purchasing decisions.

PCW/sales agents'/third party companies with other titles

While using the title 'Broker' and 'Brokerage Costs', the content of the SLC drafting set out in both our policy consultation and statutory consultation encompassed all parties in receipt, or due to be in receipt, of payments or benefits in kind associated with Third Party Costs that form part of the supply contract. To reflect the breadth of the definition and aid clarity, we have amended the SLC titling from 'Broker/Brokerage Costs' to 'Third Party/Third Party Costs'. We are retaining the broad coverage that the content of the drafting we consulted on provides to ensure that consumers are always aware of Third Party Costs that form part of their supply contract, regardless of the commercial arrangement a particular party may have with a supplier or the title they may choose to use as a company.

Provision of information on request

The SLC drafting included in our statutory consultation did not draw a distinction between when Third Party Cost information must be provided depending on when a contract is entered into or has already been entered into, and we are retaining this drafting.

We see no reason why in principle, suppliers would not wish to provide information covering historic contracts, where they hold such information. Providing access to this information, where it is held, will maximise transparency and assist consumers in better understanding the nature of the payments they have/are making via their supply contracts.

The definition of 'Third Party Costs' sets out how these costs include '*...any fees, commission or other consideration including a benefit of any kind, processed by the licensee and paid or made or due to be paid...*'. This drafting is designed to ensure that a consumer receives information about the Third Party Costs included within their supply contract that is accurate at the point when the information is provided. We believe this will maximise transparency and provide consumers with the clearest picture as to the Third Party Cost component of their supply contract.

Implementation timeframe

We believe a period of six months provides sufficient time to implement these measures. In reaching this view we have considered stakeholder views and evidence, including considering supplier capacity to implement new licence provisions within the context of the current market situation. These measures will therefore take effect **on and from 1 October 2022.**

Contracting: Signing up to a new contract

Section summary

In this chapter we signpost readers to the outcomes we want to see at this stage of the customer journey, along with the consumer harms we identified and prioritised earlier in the review. We recap the policy proposals set out in our statutory consultation; summarise stakeholder views and evidence in response to these plans; and conclude with our decision.

The outcomes we want to see and the consumer harms impacting these outcomes

In our policy consultation we set out the outcomes we want to see at this stage of the customer journey. We went on to describe the key consumer harms we had identified and how these harms were adversely affecting consumers' experience at this stage of their journey.²⁴

Statutory consultation proposals

In our statutory consultation we proposed adjusting our original proposal for a cooling-off period to minimise cost and unintended consequences while maximising consumer benefits. To achieve this, we consulted on limiting the applicability of the cooling-off period so that a customer can only cool-off up to the point when the switching process can be initiated on central systems (28 days before the date on which supply is due to start under the terms of the new supply contract). We proposed that the cooling-off period would run for 1-14 days depending on the point at which the contract was entered into and the supply start date.

Stakeholder views and evidence

Stakeholders continue to hold mixed views regarding our proposal for a cooling-off period. Consumer groups continue to strongly support the principle of a cooling-off period (though not universally supporting the proposed design), noting that giving consumers the option to

²⁴ Microbusiness Strategic Review: Policy Consultation, Ofgem, <https://www.ofgem.gov.uk/publications-and-updates/microbusiness-strategic-review-policy-consultation>, page 32

cool-off would lead to a fairer market and increase protection from mis-selling or aggressive sales tactics. There also continues to be support from a minority of suppliers and Third Party intermediaries (TPIs) holding similar views. Conversely, the majority of suppliers and some TPIs continue to argue against the introduction of a cooling-off period. They raise a range of concerns and pose alternative suggestions, some focussed on high-level design/implementation options with others focussed on more detailed design features.

Design/implementation options

Some stakeholders have presented alternative design/implementation options compared to the proposal we set out in our statutory consultation. For example, while strongly supportive of the principle of a cooling-off period, Citizens Advice have raised significant concerns about its proposed design. They wish to see a cooling-off period that applies to all microbusinesses regardless of when a switch is completed. They comment on a number of potential alternatives to the approach we consulted on that would achieve this aim, including aligning the non-domestic cooling-off period with domestic cooling-off rights after the Switching Programme has gone live so microbusinesses receive a 'full' cooling-off period.

Several suppliers have also advocated delaying introducing a cooling-off period until after the Switching Programme has gone live. For example, Engie have suggested that implementation should be scheduled once the Switching Programme is complete to allow for any changes to supplier systems and processes to be consistent with the new ways of working. BES Utilities have proposed a period of six months following the go-live of The Switching Programme to implement a cooling-off period as their time and resource is focussed on other industry projects and do not currently have the technical capacity to build, test and rollout complex systems for a cooling-off period.

Variable cooling-off period

There is broad consensus among stakeholders that introducing a variable cooling-off period lasting for 1-14 days depending on the point of new contract entrance and supply start date would be difficult to implement and confusing for consumers. For example, Citizens Advice has stated it would be difficult to explain the variation in timelines to consumers, with the risk of confusion being particularly relevant due to the difference between the cooling-off arrangements we have proposed compared to domestic energy cooling-off arrangements that many microbusinesses will be familiar with. As another example, SSE have raised concerns that having a variable cooling-off period would not lead to universally positive

customer outcomes. SSE have said that microbusiness consumers would expect their new cooling-off right would operate in the same way as a cooling-off right for purchasing goods, services and insurance, believing they are entitled to a full 14-day cooling-off period but experiencing something dissimilar leading to increased complaints and an undermining of confidence in the market.

Methods of cancellation notices

Several suppliers have asked for clarification and prescription of acceptable methods of providing cancellation notices to suppliers during the cooling-off period. For example, Utilita have said that if any communication method is allowed, formats that are not clear or reliable may end up being used. They request that either a detailed list of permissible options should be defined, or for suppliers to be given the option to be explicit about which forms of communication for cancellation notices they accept.

Cooling-off applicability prior to implementation

A few stakeholders have questioned the applicability of the cooling-off period to contracts agreed before the implementation date of the proposal, arguing that the new requirements should only apply to contracts entered into once the changes come into effect. For example, EDF have said they would welcome confirmation that the cooling-off right would only apply to contracts agreed after the implementation date and not those agreed before that would be within the 14-day cooling-off period at the point the change came into effect.

Our Decision

After considering stakeholder views and evidence, and wider developments, **we have decided not to proceed with implementing a cooling-off period at this time.**

The original proposal for a cooling-off period that we consulted on was designed with the overlap between the timetables for introducing a cooling-off period, and the timeline for the Switching Programme in mind. The previous timelines for both initiatives, and the design of the cooling-off period would have provided some microbusinesses with (variable) cooling-off rights ahead of and beyond the Switching Programme go-live while avoiding significant overlap with the Switching Programme. This was because the cooling-off period we consulted on would only be open to contracts up until the point when the new deal could be registered on central systems and subsequently processed using suppliers' switching systems. These systems were themselves being redesigned and rebuilt to support the move

to Faster Switching, and so the cooling-off period we consulted on was designed so as to avoid an overlap with the redesigning and rebuilding of these systems and avoid the unintended consequences of doing so.

Our timeline for implementing a cooling-off period has been set back compared to our original proposal. If we were to proceed with a decision to implement the cooling-off period as designed in our statutory consultation now, we would be doing so knowing that the new measure (having been deliberately designed in a way that would minimise unintended consequences due to the overlap with the Switching Programme but also restrict consumer coverage) would only go-live *after* the Switching Programme go-live date given that the Switching Programme has continued to plan. It is no longer therefore appropriate to pursue a cooling-off period designed in this way.

We continue to believe that a cooling-off period could provide a valuable protection for microbusiness customers who have unwittingly signed up to a deal over the phone, feel as though they have been misinformed or have been provided with incomplete information. We will therefore revisit the available policy options as regards to a microbusiness cooling-off period once the Switching Programme has gone live. Reviewing available policy options at this juncture will allow for a broader range of design options to be considered and for the optimum consumer outcomes to be realised.

For the sake of clarity, we do not agree with the rationale set out by some suppliers that they can only focus on the delivery of one programme of reform at a time. Ofgem continues to expect that suppliers engage with programmes of reform concurrently and are resourced appropriately to do so.

Dialogue: Two-way communication with service providers

Section summary

In this chapter we signpost readers to the outcomes we want to see at this stage of the customer journey, along with the consumer harms we identified and prioritised earlier in the review. We recap the policy proposals included in our statutory consultation; summarise stakeholder views and evidence in response to these plans; and conclude with our decision.

The outcomes we want to see and the consumer harms impacting these outcomes

In our policy consultation we set out the outcomes we want to see at this stage of the customer journey. We went on to describe the key consumer harms we had identified and how these harms were adversely affecting consumers' experience at this stage of their journey.²⁵

Statutory consultation proposals

In our statutory consultation, we set out our plans to retain our proposal for a supply licence condition (SLC) requiring that suppliers only work with brokers signed up to a qualifying Alternative Dispute Resolution (ADR) scheme. We also proposed amending the SLCs in light of stakeholder feedback by introducing an obligation on suppliers to abide by any future guidance we may issue on what constitutes a Qualifying Dispute Settlement Scheme. This was designed to account for stakeholder concerns about the potential for multiple ADR scheme providers to emerge, potentially resulting in less rigorous provision and a drop in quality of service.

We also proposed placing an obligation on suppliers to provide relevant information requested by the scheme provider(s) pertaining to a dispute the provider(s) is managing. This was designed to reduce the burden on microbusinesses who might otherwise need to gather relevant data pertaining to a dispute from multiple parties.

²⁵ Microbusiness Strategic Review: Policy Consultation, Ofgem, <https://www.ofgem.gov.uk/publications-and-updates/microbusiness-strategic-review-policy-consultation>, page 40

Stakeholder views and evidence

The clear majority of stakeholders remain supportive of our proposal to introduce a supply licence condition requiring suppliers to only work with brokers signed up to a qualifying ADR scheme.

Many stakeholders have however requested further detail about the design of the ADR scheme being set up by Ombudsman Services and what it will mean in practice for suppliers and brokers. Some have raised concerns about the cost of the scheme while others have suggested various timelines for implementation.

Call for more detail

Several suppliers have requested more detail on how the ADR scheme will function in practice. For example, Corona Energy have called for further clarity on the process of broker accreditation, requesting guidance on how brokers will gain and lose accreditation. Energy UK have asked for clarity on how broker membership of the scheme will be recorded and how suppliers will be notified of broker membership.

Some third parties have also suggested further detail is needed on the practical implementation of the scheme. For example, Love Energy Savings have called for further information detailing the roadmap to scheme implementation. They have requested guidance on how onboarding of all brokers and sub-brokers within the market will be effectively completed, and assurance that they will be afforded reasonable opportunity to implement new processes/systems to help mitigate any ADR escalations.

Funding and costs

Some stakeholders have raised concerns regarding the cost of the ADR scheme and the impact it could have on brokers. For example, Utility Bidder have questioned how much the scheme will cost, while Love Energy Savings suggest that the cost to fund the scheme should be in proportion to the average contract commission amount.

Some suppliers have called for more guidance on how the scheme will be funded. For example, Utilita note there is ambiguity on this point and have stated that the scheme should be fully funded by participating brokers.

Implementation timelines

Some stakeholders have noted that they believe our previously proposed implementation timeline (c. six months) is overly ambitious, highlighting the amount of work required by brokers to ensure compliance prior to onboarding. Drax, for example, have suggested that brokers would need more time to design and implement new processes and complaint handling procedures. They also note concern that an overly ambitious timeline could result in some brokers not being onboarded in time.

Some stakeholders have suggested a lengthier implementation timeline than originally envisaged. ICoSS, for example, have suggested that a minimum of 12 months is required to ensure a successful scheme launch, believing the initial implementation timeline to be unachievable.

Our Decision

After considering stakeholder views and evidence, we are **proceeding with introducing a supply licence condition requiring that suppliers only work with brokers signed up to a qualifying ADR scheme**. Implementing this requirement will fill a clear protection gap and enable consumers to resolve disputes via an independent body. We believe it will also help drive improved practice within the broker community.

Call for more detail

We recognise stakeholders calls for more detail on how the broker ADR scheme will operate in practice. Ombudsman Services has published information on their [website](#) which includes a suite of documents setting out how they intend launching and operating the scheme. The suite of documents includes an onboarding roadmap laying out the activities and timelines brokers and suppliers will need to follow; the Terms of Reference brokers will need to sign up to; and documents detailing the consumer-facing arrangements (such as complaints handling procedures) brokers will need to have in place before they can be fully onboarded.

We encourage any broker or supplier that has not already been engaging with Ombudsman Services to review the ADR scheme information and contact Ombudsman Services using the details provided by them. As set out in the onboarding roadmap, Ombudsman Services will be running a series of workshops in the coming months as they begin the onboarding

process, and stakeholders can also access details about these workshops in the information provided by Ombudsman Services.

Funding and costs

As part of the suite of documents published on their website, Ombudsman Services have published a funding and fees schedule. This includes setting out how Ombudsman Services intends levying a subscription fee payable by each broker signing up to the scheme, along with case fees once the scheme goes live. We note Ombudsman Services continued operation as a not-for-profit provider and also note the methodology Ombudsman Services has used (set out in the funding and fees schedule) to calculate fees and keep the costs that brokers will need to meet to a minimum.

Implementation timeline

We have considered stakeholder views on the implementation timeline and consulted with Ombudsman Services on this issue. Ombudsman Services believe that an eight-month period will allow for the onboarding process to be completed and for the scheme to go live, and we concur with this view. To reflect this, the supply licence conditions require that suppliers must only work with brokers signed up to a qualifying ADR scheme **on and from 1 December 2022**.

The onboarding roadmap Ombudsman Services has published on their website sets out each stage of the onboarding process and associated timelines. We encourage all brokers and suppliers to engage with Ombudsman Services so that they complete their individual activities in line with the roadmap to ensure they can operate in the market on and from 1 December 2022.

Exiting: Switching away from an old contract

Section summary

In this chapter we signpost readers to the outcomes we want to see at this stage of the customer journey, along with the consumer harms we identified and prioritised earlier in the review. We recap the policy proposals set out in our statutory consultation; set out stakeholder views and evidence in response to these plans; and conclude with our decision.

The outcomes we want to see and the consumer harms impacting these outcomes

In our policy consultation we set out the outcomes we want to see at this stage of the customer journey. We went on to describe the key consumer harms we had identified and how these harms were adversely affecting consumers' experience at this stage of their journey.²⁶

Statutory consultation proposals

In our statutory consultation, we proposed retaining our original proposal to prohibit termination notices for microbusiness contracts other than Evergreen Contracts.

Stakeholder views and evidence

The clear majority of stakeholders continue to support our proposal to prohibit termination notices, agreeing that they present an unnecessary barrier to switching. For example, Shell Energy and the Federation of Small Businesses have noted their support while Jordan Consulting Services and J & D Consultancy note their support for the principle that commercial businesses should not be required to provide notice either within a given timeframe window or a certain amount of days prior to an agreement ending.

²⁶ Microbusiness Strategic Review: Policy Consultation, Ofgem, <https://www.ofgem.gov.uk/publications-and-updates/microbusiness-strategic-review-policy-consultation>, page 45

A small number of stakeholders hold concerns – for example, TotalEnergies have provided their high-level view that the existing option to require a termination notice is fair and reasonable and that having no notice period will create uncertainty and lead to increased risk and cost.

Exempting Evergreen Contracts

Few stakeholders have commented further on our proposal that suppliers should still be permitted to require a termination notice where a customer is on an Evergreen Contract.²⁷

Drax have signalled their support for the exemption, noting that the retention of termination notices for Evergreen Contracts could allow suppliers to offer a better contract price than if no notice period is permitted.

ScottishPower have raised a concern that in their view, this exemption could create confusion and unnecessary administrative burden for some consumers who might submit notices of termination to their existing supplier as well as applying to switch to a new supplier.

Implementation timescale

A small number of suppliers have provided views on the implementation timescale they believe is necessary for this measure. We originally anticipated this measure taking effect 56 days after confirming the decision to proceed.

For example, Drax have said that a timescale of 56 days would be unachievable for implementation, due to more time being needed to change supplier processes, documentation and websites. They have estimated that six months would be needed to implement this measure. SSE have noted that suppliers would need to be given sufficient time to put in place compliant processes, keeping in mind the demands placed upon the industry by concurrent implementation of other regulatory programmes.

Our Decision

²⁷ An Evergreen Contract is a Microbusiness Consumer Contract which is for a period of an indefinite length, and which does not contain a fixed-term period and is not an Out-of-contract Contract.

After considering stakeholder views and evidence, **we are proceeding with prohibiting termination notices for microbusiness contracts with the exception of Evergreen Contracts**. Implementing this measure will mean that microbusinesses experience a smoother switching journey, and it will also reduce administrative burden for consumers, suppliers and brokers.

Exempting Evergreen Contracts

We have considered the concerns of a small number of stakeholders regarding exempting Evergreen Contracts from the prohibition on termination notices and have decided to retain the exemption. Retaining this exemption will typically allow suppliers to provide non-fixed term contract options at a lower cost to consumers than Deemed or Out-of-Contract rates. Suppliers should be able to minimise any confusion that might arise on consumers' part by clearly setting out any termination notice requirements within their contractual terms.

Implementation timeline

We believe a period of six months provides sufficient time to implement this reform. In reaching this view we have considered the stakeholder views and evidence we hold, including considering supplier capacity to implement new licence provisions within the context of the current market situation. This measure will therefore take effect **on and from 1 October 2022**.

Appendices

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Appendix 1 – List of changes to the supply licence conditions following the statutory consultation

No.	<i>Licence amendments proposed in the Statutory Consultation</i>	<i>Further changes to the supply licence conditions following the statutory consultation</i>
1	1.3 Definitions for standard conditions	<ul style="list-style-type: none"> • Replacement of 'Broker' with 'Third Party'. • Replacement of 'Brokerage Costs' with 'Third Party Costs'. • Addition of wording to definition of 'Third Party Costs' to provide additional clarity reflecting stated policy intent. • Principal Terms - Deletion of reference to 'cancel a contract or' (previous insertion proposed to cater for cooling-off period provision that have now been removed).
2	7A.4	<ul style="list-style-type: none"> • Replacement of 'Broker' with 'Third Party'.
3	7A.6 c) iii)	<ul style="list-style-type: none"> • Amended 'Licensee' from uppercase to lowercase for consistency.
4	7A.9, 7A.9 a) iii)	<ul style="list-style-type: none"> • Addition of wording to provide additional clarity reflecting stated policy intent and other related provisions placing requirements on both a supplier and their Broker. • Deletion of clause requiring provision of written Principal Terms within one working day, previously inserted to cater for cooling-off period provisions that have now been removed.
5	7A.9A	<ul style="list-style-type: none"> • Deletion of condition as it relates to the provision of Principal Terms for the purpose of a cooling-off period which is no longer being taken forward.
6	7A.10B	<ul style="list-style-type: none"> • Housekeeping changes relevant to the Termination Notices provisions. • Addition of 'if they so choose' to provide additional clarity.
7	7A.10C.1	<ul style="list-style-type: none"> • Replacement of 'Broker' and 'Brokerage Costs' with 'Third Party' and 'Third Party Costs'.

		<ul style="list-style-type: none"> Amended 'Licensee' from uppercase to lowercase for consistency. Addition of 'by the licensee' to provide additional clarity.
8	7A.10C.2	<ul style="list-style-type: none"> Replacement of 'Broker' and 'Brokerage Costs' with 'Third Party' and 'Third Party Costs'.
9	7A.11	<ul style="list-style-type: none"> Housekeeping change – Replacing 'customer' with 'consumer'.
10	7A.13E.1 – 7A.13E.6	<ul style="list-style-type: none"> Deletion of conditions relating to a cooling-off period as this proposal is not being taken forward.
11	7A.12	<ul style="list-style-type: none"> Reinserted wording previously deleted from 7A.12BAB b) in error.
12	20.5	<ul style="list-style-type: none"> Replacement of 'Broker' with 'Third Party'.
13	20.5A	<ul style="list-style-type: none"> Replacement of 'Broker' with 'Third Party'.
14	20.5B	<ul style="list-style-type: none"> Replacement of 'Broker' with 'Third Party'. Removal of unnecessary wording 'by that provider'. Amended 'Licensee' from uppercase to lowercase for consistency.
15	20.5C	<ul style="list-style-type: none"> Replacement of 'Broker' with 'Third Party'. Insertion of go-live date.
16	20.5D	<ul style="list-style-type: none"> Minor editorial change to definition of 'Qualifying Dispute Settlement Scheme'. Replacement of 'Broker' with 'Third Party'.

Appendix 2 – Supply licence condition modifications

We have included the sections of the electricity supply standard licence conditions (SLCs) we are removing, amending or inserting below. Deletions are shown in strike through, and new text is double underlined. We have only shown those licence conditions where we are making modifications. We are making corresponding changes to the gas supply license.

Condition 1. Definitions for standard conditions

1.3 In this licence, unless the context otherwise requires:

'Third Party' means a third party organisation or individual that, either on its own or through arrangements with other organisations or individuals, provides information and/or advice to a Micro Business Consumer about the licensee's Charges and/or other terms and conditions and whose payment or other consideration for doing so is made or processed by the licensee;

'Third Party Costs' means any fees, commission or other consideration including a benefit of any kind, processed by the licensee and paid or made or due to be paid or made to the Third Party in respect of a Micro Business Consumer Contract, that are passed on to the Micro Business Consumer.

'Principal Terms' means, in respect of any form of Contract or Deemed Contract, the terms that relate to:

- (a) Charges;
- (aa) where the licensee is relying on sub-paragraph 22C.11(a) of standard condition 22C or sub-paragraph 23.8(a) of standard condition 23, the method by which Charges for the Supply of Electricity fluctuate automatically;
- (ab) where the licensee is relying on sub-paragraph 22C.11(b) of standard condition 22C or sub-paragraph 23.8(b) of standard condition 23, the precise variations to the Charges for the Supply of Electricity;
- (ac) Where the licensee is relying on paragraph 22C.11B of standard condition 22C and paragraph 23.8A of standard condition 23:
 - (i) moving a Domestic Customer from one payment method to another and the precise

circumstances when that will occur; and

- (ii) the precise variations to the Charges for the Supply of Electricity and other terms and conditions which would occur as a result of the Domestic Customer being moved from one payment method to another;
- (ad) Where the licensee is relying on paragraph 22C.11B of standard condition 22C but not paragraph 23.8A of standard condition 23, moving a Domestic Customer from one payment method to another and the precise circumstances when that will occur;
- (b) any requirement to pay Charges through a Prepayment Meter;
- (ba) in relation to a Domestic Supply Contract, any Credit Management which applies, including the Credit Limit;
- (bb) in relation to a Domestic Supply Contract, any Load Limiting which applies, including the Load Limit;
- (c) any requirement for a Security Deposit;
- (d) the duration of the Contract or Deemed Contract (including, but not limited to, the duration of any fixed term periods and any arrangements for renewing or extending the duration of the Contract or any fixed term periods);
- (e) the rights to ~~cancel the Contract or~~ end the Contract (including any obligation to pay a Termination Fee) or the circumstances in which a Deemed Contract will end,

and any other term that may reasonably be considered to significantly affect the evaluation by the Customer of the Contract under which electricity may be supplied to his premises including for the avoidance of doubt, in relation to Micro Business Consumers any Third Party Costs, required to be paid or due to be paid in respect of the full duration of a Microbusiness Consumer Contract and to be presented as monies (whether actual or where that is not possible, estimated amounts).

Condition 7A. Supply to Micro Business Consumers

Identification and treatment of Micro Business Consumers

7A.1 If the licensee intends to:

- (a) enter into a Non-Domestic Supply Contract with a Customer; or
- (b) extend the duration of a Non-Domestic Supply Contract (including the duration of any fixed term period which may form part of a Contract of an indefinite length)

the licensee must either take all reasonable steps to identify whether that Non-Domestic Customer is a Micro Business Consumer, or deem that Non-Domestic Customer to be a Micro Business Consumer.

7A.2 Where any Contract or Contract extension as described in paragraph 7A.1 is entered into with a Non-Domestic Customer that has been identified as, or deemed to be, a Micro Business Consumer, that Contract shall be a "Micro Business Consumer Contract" for the purposes of this Condition.

7A.3 The licensee must not include a term in a Micro Business Consumer Contract which enables it to terminate the Contract or apply different terms and conditions to that Contract during a fixed term period on the grounds that the Customer no longer satisfies the definition of Micro Business Consumer.

Notification of Micro Business Consumer Contract terms and other information

7A.4 Before the licensee enters into a Micro Business Consumer Contract, it must ~~take all reasonable steps to bring~~, or ensure that the relevant Third Party brings, the following information to the attention of the Micro Business Consumer and ensure that the information is communicated in plain and intelligible language:

- (a) a statement to the effect that the licensee is seeking to enter into a legally binding Contract with the Micro Business Consumer; and
- (b) the Principal Terms of the proposed Contract.

7A.5 The licensee must ensure that all the express terms and conditions of a Micro Business Consumer Contract are:

- (a) set out in Writing; and
- (b) drafted in plain and intelligible language.

7A.6 Where the licensee enters into, or extends the duration of, a Micro Business Consumer Contract for a fixed term period, it must prepare a statement (hereafter referred to as a "Statement of Renewal Terms") which:

- (a) is set out in Writing;
- (b) is drafted in plain and intelligible language;
- (c) displays the following information in a prominent manner:

- (i) the date the fixed term period is due to end, or if that date is not ascertainable the duration of the fixed term period;
- (ii) ~~the Relevant Date, or if not known at the time of providing the Statement of Renewal Terms, a description of how the Relevant Date will be calculated by reference to the end of the fixed term period;~~
- (iii) (ii) (if applicable) a statement to the effect that the Micro Business Consumer may send a notification in Writing to the licensee at any time before the Relevant Date in order to terminate the Micro Business Consumer Contract with effect from the end of any fixed term period which currently applies and, where paragraph 7A.13 applies, in order to prevent the licensee from extending the duration of the Micro Business Consumer Contract for a further fixed term period; end of the fixed term that currently applies in order to prevent the licensee from extending the Micro Business Consumer Contract with effect from the end of any fixed term period;
- (iv) (iii) a postal and Electronic Communication address to which the Customer may send a notification in Writing for that purpose; and
- (v) (iv) a statement explaining the consequences of the Micro Business Consumer not renewing the Micro Business Consumer Contract or agreeing a new Contract before the Relevant Date end of the fixed term period that currently applies.

7A.7 Where the licensee enters into or extends the duration (including the duration of any fixed term period) of a Micro Business Consumer Contract, it must take all reasonable steps to provide the Micro Business Consumer with the following information within 10 days, or do so as soon as reasonably practicable thereafter:

- (a) a copy of all the express terms and conditions of the Micro Business Consumer Contract; and
- (b) if the Micro Business Consumer Contract contains a fixed term period, the Statement of Renewal Terms.

7A.8 On or about ~~30 days before the Relevant Date~~ 60 days before the end of the Initial Period, unless the licensee has already agreed a new Micro Business Consumer Contract with the Micro Business Consumer, the licensee must provide the Micro Business Consumer with:

- (a) the Statement of Renewal Terms;

- (b) if paragraph ~~7A.13~~ 7A.12A applies and subject to paragraph 7A.8(d):
- (i) a copy of the relevant Principal Terms which might apply to the Micro Business Consumer after the current fixed-term period of the Micro Business Consumer Contract ends, including in the event that the Customer does nothing and the licensee extends the duration of the Contract in accordance with paragraph ~~7A.13A~~ 7A.12B; and
 - (ii) a copy of the Principal Terms which would apply after the current fixed-term period of the Micro Business Consumer Contract ends, in the event that the Customer sends (or has already sent) a notice notification in Writing before the Relevant Date end of the fixed term period that currently applies to prevent renewal of the Micro Business Consumer Contract but does not appoint another supplier;
- (c) if paragraph ~~7A.13~~ 7A.12A does not apply, a copy of the Principal Terms, which would apply if the Customer does not change supplier or does not expressly agree a new Micro Business Consumer Contract or a further fixed-term period of the existing Micro Business Consumer Contract by the date that the current fixed-term period is due to end.
- (d) if paragraph ~~7A.13~~ 7A.12A applies but the licensee has already prevented the Micro Business Consumer from extending the duration of the Micro Business Consumer Contract for a further fixed-term period, the requirements in paragraph 7A.8(b) shall be replaced with a requirement to provide the Micro Business Consumer with a copy of the Principal Terms which would apply after the current fixed-term period of the Micro Business Consumer Contract ends if the Customer continues to be supplied by the licensee.
- (e) a statement displaying the Charges for the Supply of Electricity which apply to the Customer as at the date on which such statement is provided; and
- (f) the Customer's Annual Consumption Details.

7A.9 Where pursuant to paragraphs 7A.4 or 7A.8 the licensee is required to provide, or ensure that a Relevant Third Party provides a Micro Business Consumer with any relevant Principal Terms:

- (a) it must ensure that the Principal Terms are:
- (i) set out in Writing; and
 - (ii) drafted in plain and intelligible language;
 - (iii) ~~sent by it, or by the relevant Third Party, to a Micro Business Consumer no later than one working day after the Micro Business Consumer Contract is entered into.~~

- (b) if the terms of the Micro Business Consumer Contract provide that the Charges for the Supply of Electricity may vary or fluctuate from time to time, it must provide:
- (i) an explanation that the Charges for the Supply of Electricity are subject to change from time to time; and, as applicable,
 - (ii) the precise variations to the Charges for the Supply of Electricity or the method by which the Charges for the Supply of Electricity will fluctuate automatically; or
 - (iii) where there is no agreed schedule of variations or an agreed fluctuation method in respect of the Charges for the Supply of Electricity, information about how the Micro Business Consumer may obtain the current Charges for the Supply of Electricity from the licensee

7A.9A For the purpose of this Condition 7A.9:

'providing' a Micro Business Consumer with any relevant Principal Terms means the supplier or the relevant Third Party must send the Principal Terms by email or by first class post to the Micro Business Consumer on the next working day after agreeing the contract at the latest; and that where they are sent by email, the Principal Terms will be 'provided' on the next working day after they are sent and if sent by first class post, they will be provided on the second working day after posting

7A.10 Where pursuant to paragraph 7A.8(b) the licensee provides a Micro Business Consumer with any offers of terms that relate to Charges for the Supply of Electricity, it must ensure that at least one offer is made in Writing which may be accepted at any time before the Relevant Date end of the fixed term period that currently applies.

Information on Bills etc

7A.10A Where the licensee has entered into a Micro Business Consumer Contract for a fixed term period, the licensee must provide the information specified in paragraph 7A.10B on each Bill and statement of account and display that information in a prominent position and ensure that it is drafted in plain and intelligible language.

7A.10B The specified information is:

- (a) the date the fixed term period of a Micro Business Consumer Contract is due to end;
- (b) where the licensee has entered into a Micro Business Consumer Contract for a fixed term period and it may, in accordance with that Micro Business Consumer Contract, be extended for a further fixed term period:
 - (i) ~~the Relevant Date (or, where applicable, such a later date as may be specified in the Micro Business Consumer Contract);~~
 - (ii) (i) a statement to the effect that the Micro Business Consumer may send a notification in Writing to the

- licensee before the Relevant Date (or, where applicable, such a later date as may be specified in the Micro Business Consumer Contract) end of any fixed term period that currently applies in order to prevent the licensee from extending the duration of the Micro Business Consumer Contract for a further fixed term period; and
- (c) where the licensee has entered into a Micro Business Consumer Contract for a fixed term period and it does not have the ability to extend that Micro Business Consumer Contract for a further fixed term period:
- (i) ~~the latest date the Micro Business Customer could give notice in order to terminate the Micro Business Consumer Contract with effect from the end of any fixed term period which currently applies; and~~
- (ii) ~~a statement to the effect that this is the latest date the Micro Business Customer could give notice in order to terminate the Micro Business Consumer Contract with effect from the end of any fixed term period which currently applies.~~
- (i) a statement to the effect that the Micro Business Customer Consumer may, if they so choose, send a notification in writing to the licensee at any time before the end of the fixed term period that currently applies in order to terminate the Micro Business Consumer Contract with effect from the end of the fixed term period which currently applies.

Information on Third Party Costs

7A.10C.1 In addition to the requirement in condition 7A.9, where the licensee has entered into a Micro Business Consumer Contract, the licensee must provide to the Micro Business Consumer on request, information relating to any form of Third Party Costs paid or made, or due to be paid or made by the licensee, to a Third Party in respect of the full duration of that Micro Business Consumer Contract;

7A.10C.2 The licensee must ensure that the information that the licensee is required to disclose by virtue of condition 7A.10C.1:

- (a) is disclosed as monies, whether actual amounts or (if that is not possible) estimated amounts;
- (b) enables a Micro Business Consumer to understand the amount of those sums that it is due to pay which are, or are attributable to Third Party Costs due to the Third Party, as well as any Charges (so far as they are different) or other sums; and

- (c) is drafted in plain and intelligible language.

~~Length of notice periods in Micro Business Consumer Contracts~~

~~7A.11 The notice period for termination of a Micro Business Consumer Contract by a Micro Business Consumer must be no longer than 30 days.~~

~~7A.12 Paragraph 7A.11 is without prejudice to the licensee's ability to enter into a Micro Business Consumer Contract with a Customer for a fixed term period which is longer than 30 days.~~

~~Termination of Micro Business Consumer Contracts which do not include a fixed term period~~

~~7A.12 A Without prejudice to any notice period that complies with paragraph 7A.11, in relation to any Micro Business Consumer Contract that does not include a fixed term period, the licensee must ensure that the Micro Business Consumer is entitled to give notice to terminate the Micro Business Consumer Contract at anytime.~~

Termination during Initial Period of Micro Business Consumer Contracts which include a fixed term period

~~7A.12B.1 Subject to paragraph 7A.12B. 2 in relation to any Micro Business Consumer Contract which includes a fixed term period, the licensee must ensure that during the Initial Period a Micro Business Consumer is entitled to give notice of termination at any time in order to terminate the Micro Business Consumer Contract.~~

~~7A.12B.2 Where a Micro Business Consumer gives notice to terminate the Micro Business Consumer Contract during the Initial Period, the licensee must:~~

~~(a) terminate the contract at the end of the Initial Period, if the Micro Business Consumer gives notice to terminate at least 30 days before the end of the Initial Period;~~

~~(b) terminate the contract no more than 30 days after the Micro Business Consumer gives notice to terminate, if such notice is given within the last 30 days of the Initial Period.~~

7A.11 In relation to a Micro Business Consumer Contract that contains a fixed term period, the licensee must ensure that a Micro Business Consumer is not required to give any form of notice to terminate the Micro Business Consumer Contract or to switch supplier from the end of the Initial Period (or earlier, if the Contract allows for this), subject always to paragraphs 14.2-14.3 of Standard Licence Condition 14.

Termination during Roll-Over Period of Micro Business Consumer Contracts

~~7A.12BA This paragraph applies to Micro Business Consumer Contracts during the Roll-Over Period.~~

~~7A.12BAA The licensee must ensure that a Micro Business Consumer is entitled to give notice of termination at any time in order to terminate the Micro Business Consumer Contract with effect from the end of the Relevant Notice Period.~~

~~7A.12BAB Where a Micro Business Consumer gives notice of termination under paragraph 7A.12BAA, the licensee must not:~~

- ~~(a) charge the Micro Business Consumer a Micro Business Termination Fee; or~~
- ~~(b) engage in any course of action which has the effect of increasing the Standing Charge, Unit Rate or any other charge which the Micro Business Consumer must pay pursuant to the Micro Business Consumer Contract.~~

7A.12 In relation to Micro Business Consumer Contracts during the Roll-Over Period, the licensee must ensure that:

- (a) a Micro Business Consumer is not required to give any form of notice to terminate the Micro Business Consumer Contract or to switch supplier; and
- (b) a Micro Business Consumer is entitled to take steps to facilitate changing to any other Electricity Supplier at any time without having to pay a Termination Fee, or be liable for increased Standing Charges, Unit Rates, or any other charges pursuant to the Micro Business Consumer Contract.

Acknowledgement of receipt of termination notice

~~7A.12C If the licensee receives notice of termination in accordance with 7A.12.A or 7A.12B it must take all reasonable steps to notify the Micro Business Consumer in Writing within 5 Working Days of receipt of such notice of termination, or as soon as reasonably practical thereafter, that such notice of termination has been received.~~

Extending the duration of Micro Business Consumer Contracts

~~7A.13 7A.12A This paragraph applies where the relevant Micro Business Consumer Contract is for a fixed-term period and contains a Roll-Over Clause.~~

~~7A.13 7A.12B Where paragraph ~~7A.13~~ 7A.12A applies, the licensee may only extend the duration of that Contract for a further fixed term period if:~~

- ~~(a) it has complied with paragraphs 7A.7 and 7A.8;~~

- (b) the Micro Business Consumer has not sent the licensee a notification in writing before the end of the Initial Period in order to prevent it from extending the duration of the Micro Business Consumer Contract for a further fixed term period ~~and in order to terminate the Micro Business Consumer Contract with effect from the end of any fixed term period which currently applies;~~ and
- (c) the duration of the further fixed term period is 12 months or less.

~~Termination of Out-of-contract Contracts and Evergreen Micro Business Consumer Contracts~~

~~7A.13B If the licensee supplies electricity to a Micro Business Consumer’s premises under an Out-of-contract Contract or Evergreen Micro Business Consumer Contract, the licensee must not charge the Micro Business Consumer a Micro Business Termination Fee.~~

Termination of Evergreen Micro Business Consumer Contracts

7A.13A If the licensee supplies electricity to a Micro Business Consumer’s premises under an Evergreen Micro Business Consumer Contract, the licensee must ensure that:

- (a) the notice period for termination of any Evergreen Supply Contract with a Micro Business Consumer is no longer than 30 days; and
- (b) a Micro Business Consumer is entitled to take steps to facilitate changing to any other Electricity Supplier at any time without having to pay a Termination Fee.

7A.13AB Where paragraph 7A.13A applies, notice of termination must include but is not limited to notice given by the proposed new Relevant Electricity Supplier in respect of a Proposed Supplier Transfer.

7A.13AC If the licensee receives notice of termination in accordance with 7A.13A it must take all reasonable steps to notify the Micro Business Consumer in Writing within 5 Working Days of receipt of such notice of termination, or as soon as reasonably practical thereafter, that such notice of termination has been received.

Termination of Out-of-contract Contracts

7A.13B If the licensee supplies electricity to a Micro Business Consumer’s premises under an Out-of-contract Contract, the licensee must ensure that:

- (a) a Micro Business Consumer is entitled to take steps to facilitate changing to any other Electricity Supplier at any time without having to pay a Termination Fee; and
- (b) a Micro Business Consumer is not required to give any form of notice to terminate the Micro Business Consumer Contract or to switch supplier.

Reporting obligation

7A.13C.1 The licensee must give the Authority any Information that it reasonably requests about the licensee’s compliance with paragraphs ~~7A.12B.1 to 7A.13B~~7A.11 to 7A.13B as soon as reasonably practicable after receiving a request from the Authority.

7A.13C.2 The licensee must give the Authority any Information that it reasonably requests to assess the impact and effectiveness of the obligations contained in paragraphs ~~7A.12B.1 to 7A.13B~~ 7A.11 to 7A.13B as soon as reasonably practicable after receiving a request from the Authority.

~~Transitional provisions for standard condition 7A covering notice periods, termination fees and rollovers~~

~~7A.13D.1 Until the Specified Date, this condition 7A.13D applies to any Transitional Micro Business Consumer Contracts.~~

~~7A.13D.2 For the purposes of this condition 7A.13D, a “Transitional Micro Business Consumer Contract” is a Micro Business Consumer Contract which was entered in to on or before 15 December 2016.~~

~~7A.13D.3 In respect of the Transitional Micro Business Consumer Contract, the licensee is not required to comply with:~~

- ~~(a) paragraphs 7A.12B.1 and 7A.12B.2 of standard condition 7A,~~
- ~~(b) paragraphs 7A.12BA, 7A.12BAA and 7A.12BAB of standard condition 7A,~~
- ~~(c) paragraphs 7A.13 and 7A.13A of standard condition 7A,~~
- ~~(d) paragraphs 7A.13B, 7A.13C.1 and 7A.13C.2 of standard condition 7A, and instead, paragraphs 7A.13D.4 to 7A.13D.6 apply.~~

~~7A.13D.4 Paragraph 7A.12B.1 of standard condition 7A is replaced with:~~

~~**Termination of Micro Business Consumer Contracts which include a fixed term period**~~

~~7A.12B In relation to any Micro Business Consumer Contract which includes a fixed term period, the licensee must ensure that:~~

- ~~(a) — a Micro Business Consumer is entitled to give notice of termination before the Relevant Date (or, where applicable, such a later date as may be specified in the Micro Business Supply Contract) in order to terminate the Micro Business Consumer Contract with effect from the end of any fixed term period which currently applies; and~~
- ~~(b) — without prejudice to any notice period which complies with paragraph 7A.11, if, at the end of any fixed term period, a Micro Business Consumer is not subject to a further fixed term period,~~

the Micro Business Consumer is entitled to give notice to terminate the Micro Business Consumer Contract at any time.

7A.13D.5 Paragraph 7A.13 of standard condition 7A is replaced with:

7A.13 This paragraph applies where the relevant Micro Business Consumer Contract is for a fixed term period and contains a term entitling the licensee to extend the duration of the Micro Business Consumer Contract for a further fixed term period.

7A.13D.6 Paragraph 7A.13A of standard condition 7A is replaced with:

7A.13A Where paragraph 7A.13 applies, the licensee may only extend the duration of that Contract for a further fixed term period if:

- (a) it has complied with paragraphs 7A.7 and 7A.8;
- (b) the Micro Business Consumer has not sent the licensee a notification in writing before the Relevant Date in order to prevent it from extending the duration of the Micro Business Consumer Contract for a further fixed term period and in order to terminate the Micro Business Consumer Contract with effect from the end of any fixed term period which currently applies; and
- (c) the duration of the further fixed term period is 12 months or less.

Micro Business Consumer Cooling-off Period

7A.13E.1 The licensee must include a term in a Micro Business Consumer Contract that enables a Micro Business Consumer to cancel the Contract at any time in the cancellation period, without giving any reason, by giving notice of cancellation to the licensee.

7A.13E.2 Notice of cancellation includes any communication by the Micro Business Consumer to the licensee, made in the cancellation period, setting out the Micro Business Consumer's decision to cancel the Contract.

7A.13E.3 The cancellation period begins on the day on which a Micro Business Consumer enters into a Contract with the licensee

7A.13E.4 The cancellation period ends at the earlier of:

- (a) 14 calendar days after the day on which the Contract is entered into and the Micro Business Consumer has been provided with a written copy of the Principal Terms as required under paragraph 7A.9; or
- (b) 28 calendar days (or such other period as the Authority may specify from time to time) before the date on which the supply of electricity under the terms of that contract, is due to begin.

7A.13E.5 Where a Micro Business gives notice of cancellation the licensee must not:

- (a) charge the Micro Business Consumer a Termination Fee; or

- ~~(b) — apply terms and conditions or Charges for the Supply of Electricity which are not set out under the Micro Business Consumer Contract; or~~
- ~~(c) — require payment of any Charges for the Supply of Electricity determined under the Micro Business Consumer Contract~~

~~7A.13E.6 The provisions in Condition 7A.13E shall take effect on a date specified by the Authority.~~

Definitions for condition

7A.14 In this condition:

“Evergreen Micro Business Consumer Contract”

means a Micro Business Consumer Contract which is for a period of an indefinite length and which does not contain a fixed-term period that applies to any of the terms and conditions of that Micro Business Consumer Contract and is not an Out-of-contract Contract.

“Initial Period”

means a period of fixed duration from the start of a contract concerning the supply of electricity.

“Micro Business Termination Fee”

means any sum of money or other compensation (whether financial or not) which might be demanded from a Micro Business Consumer solely because his Micro Business Consumer Contract has ended and/or any sum of money or other reward (whether financial or not) which would have been provided to a Micro Business Consumer if he continued to be supplied under a Micro Business Consumer Contract for a particular period of time and would not be provided to that Micro Business Consumer solely because that contract has ended before that period of time has elapsed.

“Out-of-contract Contract”

means a Non-Domestic Supply Contract which continues to apply to a Micro Business Consumer in circumstances where that Non-Domestic Supply Contract has been terminated or has expired through the passage of time and the same licensee continues to supply electricity to that Micro Business Consumer.

“Relevant Notice Period”

~~means a notice period of up to 30 days.~~

“Roll-Over Clause” means a term providing for a contract to continue (automatically, or at the sole option of the licensee) beyond the expiry of the Initial Period in the event that, during the Initial Period, the Micro Business Consumer has not terminated the Micro Business Consumer Contract or otherwise expressly agreed that the Micro Business Consumer Contract will continue for a period of fixed duration or an indefinite length.

“Roll-Over Period” means the period of time after the Initial Period for which a Micro Business Consumer Contract will continue pursuant to the Roll-Over Clause.

~~**“Specified Date”** means 25 June 2017.~~

“Micro Business Consumer” means a Non-Domestic Customer:

- (a) which is a “relevant consumer” (in respect of premises other than domestic premises) for the purposes in article 2(1) of The Gas and Electricity Regulated Providers (Redress Scheme) Order 2008 (S.I. 2008/2268); or
- (b) which has an annual consumption of not more than 100,000 kWh.

~~**“Relevant Date”** means the date which is 30 days, before the date any fixed term period of a Micro Business Consumer Contract is due to end.~~

Condition 8. Obligations under Last Resort Supply Direction

8.5. The licensee:

- (a) is not required to comply with a Last Resort Supply Direction in respect of premises to which it would not be required to supply electricity because of any of the exceptions set out in sub-paragraphs 6Z(a) and (b) of standard condition 22 (Duty to offer and supply under Domestic Supply Contract); and
- (b) shall not comply where the Last Resort Supply Direction is in respect of a Green Deal Premises and the licensee is not a Green Deal Licensee.

Condition 20. Enquiry service, Supply Number and dispute settlement – for Non-Domestic Customers

Dispute settlement

20.5 The licensee must provide to each of its Non-Domestic Customers information concerning their rights as regards the means of dispute settlement available to them in the event of a dispute with the licensee or, in the case of a Microbusiness Consumer, any Third Party by providing that information on any relevant Promotional Materials sent to the Non-Domestic Customer and on or with each Bill or statement of account sent to each Non-Domestic Customer in relation to Charges or annually if the licensee has not sent such a Bill or statement of account to them. Such information must include, but is not limited to, how the procedures under any Qualifying Dispute Settlement Scheme can be initiated.

20.5A The licensee must ensure that any Third Party is a member of a Qualifying Dispute Settlement Scheme

20.5B The licensee must provide any information it holds or controls which, in the view of the provider of the relevant Qualifying Dispute Settlement Scheme, is relevant to a dispute between a Micro Business Consumer and a Third Party, to the provider of the relevant Qualifying Dispute Settlement Scheme, on request.

20.5C The provisions in this Condition 20.5 insofar as they relate to dispute settlement between a Microbusiness Consumer and a Third Party shall take effect on and from 1 December 2022 a date specified by the Authority.

20.5D For the purposes of this Condition:

**'Qualifying
Dispute
Settlement
Scheme'**

means any scheme of dispute settlement, resolution and/or redress operated by the Relevant Energy Ombudsman or such other organisation as demonstrably provides independent, fair, effective and transparent out-of court dispute settlement relating to Relevant Third Party Activities and constitutes a Qualifying Dispute Settlement Scheme in accordance with any guidance issued by the Authority,

**'Relevant Third
Party Activities'**

means any activity undertaken by a Third Party in respect of a Micro Business Supply Contract including (but without prejudice to the generality of the foregoing):

- (a) any written or oral communications relating to the supply of electricity to a Micro Business Consumer including:
 - (i) any pre-sales communications;
 - (ii) any communications regarding Billing or Contractual Information; and
 - (iii) any matters falling within the scope of standard conditions 7A, 14, 14A and 21B (insofar as they relate to a Micro Business Consumer); and
- (b) any processing of information relating to the supply of electricity to a Micro Business Consumer, together with any other Relevant Activities as the Authority may direct from time to time, following consultation.