

**To: All holders of a gas supply licence**

**Gas Act 1986  
Section 23(1)(b)**

**Modification of the standard conditions of all Gas Supply Licences**

1. Each of the licensees to whom this document is addressed has a gas supply licence which has been granted or treated as granted under section 7A(1) of the Gas Act 1986 (the Act).
2. Under section 23(2) of the Act, the Gas and Electricity Markets Authority (the Authority)<sup>1</sup> gave notice on 13 December 2021 (the Notice) that we proposed to modify the following gas supply standard licence conditions (SLCs) under section 23(1)(b) in the manner set out in Schedule 1 to the Notice:
  - Condition 1. Definitions for standard conditions
  - Condition 14. Customer transfer blocking
  - Condition 14A. Customer transfer
  - Condition 17. Mandatory exchange of information
  - Condition 22D. Dead Tariffs
  - Condition 23. Notification of Domestic Supply Contract terms
  - Condition 24. Termination of Domestic Supply Contracts
  - Condition 44. Smart Metering – Continuation of Arrangements on Change of Supplier

We stated that any representations with respect to the proposed licence modifications must be made on or before 5pm on 24 January 2022.

3. A copy of the Notice was sent to the Secretary of State in accordance with section 23(4)(b) of the Act, and we have not received a direction that the modifications should not be made.
4. We received ten responses to our consultation, all of which we carefully considered. The responses broadly agreed with our proposals, with some suggestions for further amendments which we set out below and which we have accepted. We have published all non-confidential responses on our website.<sup>2</sup> Our response to these comments, as well as our reasons for any differences between the modifications and those proposed in the Notice, are set out in our accompanying Decision document which is available on our website.
5. We have decided to proceed with making the licence modifications as proposed, with three further changes made in response to stakeholder representations as follows:
  - Introduction of a new paragraph 14A.0 clarifying that Condition 14A only applies to supply sites identified in the Central Switching Service (CSS) and administered under the Retail Energy Code (REC), ie a "Registrable Metering Point" as defined in the REC.
  - Introduction of a new definition in paragraph 14A.20 of "Registrable Measurement Point" to reflect the new paragraph 14A.0, as set out above.

---

<sup>1</sup> The terms "the Authority", "we" and "us" are used interchangeably in this document.

<sup>2</sup> Link [here](#) to the gas supply statutory consultation responses

This definition is set out in the REC to define supply points identified in the CSS.

The reason for the difference between the proposed modifications set out in the Notice and those in Schedule 1 below, namely the addition of the two further changes described at paragraph 5 above, is to correct for a gap in the proposed modifications whereby an exemption for non-CSS sites from the requirements of condition 14A was not included. This exemption for non-CSS sites from condition 14A reflects a previously published policy position as communicated by the Authority, and was omitted from the proposed modifications in error. More details are provided in our accompanying Decision document.

- Amendment to the definition of Industry Codes SLC 1 to remove reference to the now defunct Supply Point Administration Agreement (SPAA), and include previously missing references to the Smart Energy Code (SEC), Uniform Network Code (UNC) and the Independent Gas Transporters' Uniform Network Code (IGT UNC).

This change is being made to ensure the definition is correct and up to date.

These changes are marked up in yellow highlight in Schedule 1 below.

6. The reason why the Authority is making these SLC modifications, in summary, is in order that the new policy arrangements aimed at facilitating customer switches within five working days, and consequential changes, are properly reflected in the SLCs.
7. In summary, the effect of these modifications is that licensees, both those from whom customers switch away and those to whom customers switch, will have new obligations placed on them in relation to the customer switching process. This includes requirements on suppliers to complete customer switches within 5 working days, subject to certain exceptions, and to provide certain information and options to customers who switch and then choose to exercise their statutory cancellation rights. The changes have been consulted on extensively by the Authority to date.
8. A more detailed description of the reasons for and effects of these licence modifications can be found in our accompanying Decision document.
9. Where an application for permission to appeal our decision is made to the Competition and Markets Authority (CMA) under section 23B of the Act, Rule 5.7 of the Energy Licence Modification Appeals: Competition and Markets Authority Rules<sup>3</sup> requires that the appellant must send to any relevant licence holders who are not parties to the appeal a non-sensitive notice setting out the matters required in Rule 5.2. The attached Schedule 2 provides a list of the relevant licence holders in relation to this modification. Section 23(10) of the Act sets out the meaning of "relevant licence holder".
10. Under the powers set out in section 23(1)(b) of the Act, we hereby modify the standard licence conditions of all gas supply licences in the manner specified in the attached Schedule 1. These modifications will take effect from the 'CSS Go-Live Date', which is the date to be designated by the Authority and which date will be not less than 56 days from the date of publication of our decision in relation to these licence modifications. The 'CSS Go-Live Date' is currently anticipated to be, and will not be earlier than, 18 July 2022.<sup>4</sup>

---

<sup>3</sup> CMA70: <https://www.gov.uk/government/publications/energy-licence-modification-appeals-rules-cma70>

<sup>4</sup> Although the 56 day standstill period ends on 7<sup>th</sup> July, the 'CSS Go-Live Date' date will not be any earlier than 18 July 2022.

11. This document is notice of the reasons for the decision to modify the gas supply licences as required by section 38A of the Act.



.....

**Nicola Garland,  
Head of Switching Programme**

**Duly authorised on behalf of the  
Gas and Electricity Markets Authority**

**12 May 2022**

## Schedule 1 – Modification of the standard conditions (SLCs) of all gas supply licences

We have included the sections of the gas supply licence SLCs being removed or amended below. Deletions are shown in ~~strike through~~ and new text is double underlined. Additional amendments to those consulted upon in the December 2021 statutory consultation are shown in **yellow highlight**. We have only shown those licence conditions where modifications are being made.

### Condition 1. Definitions for standard conditions

<b><u>Industry Codes</u></b>	Industry Codes means either of:  (a) the Retail Energy Code; or  (b) <del>the Supply Point Administration Agreement</del> <u>the Smart Energy Code; or</u>  (c) <u>the Uniform Network Code; or</u>  (d) <u>the Independent Gas Transporters' Uniform Network Code</u>
<b><u>New Supplier</u></b>	<u>means, in relation to a relevant premises, the Gas Supplier that became the Relevant Gas Supplier for the relevant premises by virtue of the most recent Supplier Transfer.</u>
<b><u>Old Supplier</u></b>	<u>means, in relation to a relevant premises, the Gas Supplier that was, immediately prior to the most recent Supplier Transfer, the Relevant Gas Supplier for the relevant premises.</u>

### Condition 14. Customer transfer blocking

#### General prohibition

14.1 The licensee, where it is the registered supplier at a premises under the Retail Energy Code, must not make a request under the Retail Energy Code to prevent a Proposed Supplier Transfer at that premises ~~ask or allow a Relevant Gas Shipper to prevent a Proposed Supplier Transfer~~ except in accordance with the provisions of this condition.

14.1A The licensee, where it is a registered supplier under the Network Code, must not ask or allow a Relevant Gas Shipper to prevent a Proposed Supplier Transfer, except in accordance with the provisions of this condition. For the purpose of this requirement, all references to the Retail Energy Code should be treated as if they were references to the Network Code and any request that it makes under the Retail Energy Code or receipt of Notice shall be treated as if it were a request to the Relevant Gas Shipper for it to undertake an action under the Network Code or the receipt of Notice by way of the Relevant Gas Shipper.

## Non-Domestic Customer transfer blocking

14.2 The licensee may make a request under the Retail Energy Code to prevent a Proposed Supplier Transfer ~~ask or allow the Relevant Gas Shipper to prevent a Proposed Supplier Transfer~~ in relation to a Non-Domestic Customer at any Non-Domestic Premises at which the licensee is the Relevant Gas Supplier in any of the following circumstances:

- (a) at the time the licensee receives Notice under the ~~Network~~ Retail Energy Code ~~by way of the Relevant Gas Shipper~~ that another Gas Supplier has applied under the requirements of the ~~Network~~ Retail Energy Code to supply the premises, the licensee's Contract with that customer for the supply of gas to the premises includes a term which:
  - (i) allows the licensee to make a request under the Retail Energy Code to prevent a Proposed Supplier Transfer ~~prevent the Proposed Supplier Transfer~~; and
  - (ii) may be relied upon in the circumstances arising at that time;
- (b) ~~(not used); the Gas Supplier that initiated the Proposed Supplier Transfer has agreed with the licensee that the transfer was initiated in error; or~~
- (c) ~~(not used); or in relation to a Contract entered into between the licensee and that customer before 5 January 2004 for the supply of gas to the premises which does not allow the licensee to prevent a Proposed Supplier Transfer:~~
  - (i) ~~the customer has not paid Charges for the Supply of Gas to the premises or any other premises previously occupied by him which are due to the licensee, have been demanded in writing, have not been paid within 28 days after the demand was made and continue to be unpaid; or~~
  - (ii) ~~the customer is bound by the provisions of that Contract and it will not end on or before the date of the Proposed Supplier Transfer.~~
- (d) the Customer informs the licensee that they have not entered into a Contract with the proposed new Gas Supplier and asks the licensee to prevent the Proposed Supplier Transfer from taking place.

14.3 If the licensee makes a request under the Retail Energy Code to prevent a Proposed Supplier Transfer ~~asks the Relevant Gas Shipper to prevent a Proposed Supplier Transfer~~ of a Non-Domestic Customer, it must give a Notice to that customer to inform him:

- (a) that it has made a request to prevent the transfer;
  - (b) of the grounds for the request; and
  - (c) how the customer may dispute or resolve such grounds,
- as soon as reasonably practicable after making the request.

## Domestic Customer transfer blocking

- 14.4 The licensee may make a request under the Retail Energy Code to prevent a Proposed Supplier Transfer ~~ask or allow the Relevant Gas Shipper to prevent a Proposed Supplier Transfer~~ in relation to a Domestic Customer at a Domestic Premises at which the licensee is the Relevant Gas Supplier in any of the following circumstances:
- (a) subject to paragraphs 14.5 and 14.7, if at the time the request is made Outstanding Charges are due to the licensee from that Domestic Customer;
  - (b) ~~(not used); the Gas Supplier that initiated the Proposed Supplier Transfer has agreed with the licensee that the transfer was initiated in error;~~
  - (c) the customer informs the licensee that he has not entered into a Contract with the proposed new Gas Supplier and asks the licensee to prevent the Proposed Supplier Transfer from taking place; or
  - (d) ~~(not used); the customer is bound by the provisions of a Contract with the licensee for the supply of gas to the premises which will not end on or before the date of the Proposed Supplier Transfer and that Contract is of a kind specified in a direction issued by the Authority~~
- 14.5 The licensee may not make a request under the Retail Energy Code to prevent a Proposed Supplier Transfer ~~ask or allow the Relevant Gas Shipper to prevent a Proposed Supplier Transfer~~ in relation to a Domestic Customer at a Domestic Premises at which the licensee is the Relevant Gas Supplier if the relevant Domestic Customer's Domestic Premises is being supplied with gas through a Prepayment Meter and:
- (a) the Domestic Customer has agreed with the proposed new Gas Supplier that any Outstanding Charges may be assigned by the licensee in accordance with the Protocol; or
  - (b) the licensee, having increased the Charges for the Supply of Gas to the relevant Domestic Premises, has not taken all reasonable steps to reset the relevant Prepayment Meter within a reasonable period of time after that increase has effect to take account of the increase and the Outstanding Charges (which may have accumulated over time) relate only to the increase and are equal to all or part of it.
- 14.7 The licensee may not make a request under the Retail Energy Code to prevent a proposed Supplier Transfer ~~ask or allow the Relevant Gas Shipper to prevent a Proposed Supplier Transfer~~ in relation to a Domestic Customer at a Domestic Premises in accordance with sub-paragraph 14.4(a) if the licensee knows or has reason to believe that the relevant Outstanding Charges are made up in their entirety of a Disputed Amount and/or a Supplier Error Amount and the operational functioning or management of the licensee's business is such that it is reasonably practicable for the licensee not to make a request under the Retail Energy Code to prevent a Proposed Supplier Transfer ~~ask or allow the Relevant Gas Shipper to prevent a Proposed Supplier Transfer~~ in these circumstances.
- 14.8 If the licensee makes a request under the Retail Energy Code to prevent a Proposed Supplier Transfer ~~asks or allows the Relevant Gas Shipper to prevent a Proposed Supplier Transfer~~ in relation to a Domestic Customer at a Domestic Premises in accordance with sub-paragraph 14.4(a) and the licensee subsequently becomes aware that the Outstanding Charges which are relevant to that Domestic Customer are made up in their entirety of a Disputed Amount and/or a Supplier Error Amount, the licensee must, save where the relevant Domestic Customer makes a request in Writing that it

should not do so, take such steps as are necessary and within its reasonable control to facilitate the Proposed Supplier Transfer.

- 14.9 If the licensee makes a request under the Retail Energy Code to prevent a Proposed Supplier Transfer ~~asks or allows the Relevant Gas Shipper to prevent a Proposed Supplier Transfer~~ of a Domestic Customer, it must give a Notice to that customer as soon as reasonably practicable after making the request:
- (a) to inform him or her:
    - (i) that it has made a request to prevent the transfer;
    - (ii) of the grounds for the request; and
    - (iii) how the customer may dispute or resolve such grounds; and
  - (b) to offer him or her advice (or to give them information on how and where advice may be obtained) concerning:
    - (i) energy efficiency;
    - (ii) debt management; and
    - (iii) alternative Domestic Supply Contract offered by the licensee which would be available to that Domestic Customer and which may be preferable to their existing Domestic Supply Contract; and
  - (c) to inform him or her that they have 30 Working Days after they receive the Notice to pay any Outstanding Charges where the Domestic Customer notified the licensee of their intention to end the Domestic Supply Contract following Notice of a unilateral variation from the licensee under paragraph 3 of standard condition 23.
- 14.10 If sub-paragraph 14.2(d) or 14.4(c) applies and the licensee has agreed to prevent a Proposed Supplier Transfer at the Domestic Customer or Non-Domestic Customer's request, the licensee must:
- ~~(a) keep evidence of that request and of the reasons for it for at least 12 months after the request is made; and~~
  - ~~(b) inform the proposed new Gas Supplier:
    - ~~(i) that the objection has been raised at the customer's request; and~~
    - ~~(ii) of the reason given by the customer for making the request;~~as soon as reasonably practicable after the licensee asks the Relevant Gas Shipper to prevent the transfer.~~
- 14.11 (Not used). ~~Sub-paragraph 14.4(d) will stop having effect on and from 1 April 2008 unless, before that date, the Authority issues a direction providing that the sub-paragraph will continue to have effect for a further period of time~~

## Condition 14A. Customer transfer

### **Obligation to complete a Supplier Transfer within ~~three weeks~~ five Working Days**

#### 14A.0 Condition 14A applies only to Registrable Measurement Points

14A.1 The licensee must take all reasonable steps to complete a Supplier Transfer as soon as reasonably practicable and, in any event, within five Working Days ~~within 21 days~~ of the Relevant Date unless:

- (a) the Customer requests that the Supplier Transfer be completed at a later date; or
- (b) the Customer notifies the licensee that he does not wish the Supplier Transfer to take place; or
- (c) one or more of the conditions in paragraph 14A.3 applies.

14A.2 The licensee must include a term in each Contract that has been entered into with a Customer ~~on or after the day after the day on which the Electricity and Gas (Internal Markets) Regulations 2011 are made,~~ providing that the licensee will complete any Supplier Transfer in accordance with that Contract as soon as reasonably practicable and, in any event, within five Working Days ~~within 21 days~~ of the Relevant Date unless:

- (a) the Customer requests that the Supplier Transfer be completed at a later date; or
- (b) the Customer notifies the licensee that he does not wish the Supplier Transfer to take place; or
- (c) one or more of the conditions in paragraph 14A.3 applies.

14A.3 The conditions in this paragraph are that, on or after the Relevant Date:

- (a) a Relevant Gas Supplier has prevented the Proposed Supplier Transfer in accordance with paragraph 14.2 or 14.4 of standard condition 14 (Customer transfer blocking); or
- (b) a Supply Exemption Holder is currently supplying gas to the premises and has objected to the Proposed Supplier Transfer under paragraph 2 of Schedule 2AB to the Act; or
- (c) (not used): ~~the licensee does not have all of the information it requires in order to complete the Supplier Transfer, despite having taken all reasonable steps to obtain the missing information from the Customer, and cannot readily obtain that information from another sources; or~~



- (d) the Customer is currently taking a supply of gas through an Exempt Distribution System and the licensee is unable to start supplying gas to the premises because:
  - (i) a connection which the licensee or the Customer requires to be made in pursuance of paragraph 7(2) of Schedule 2AA to the Act has not yet been made; or
  - (ii) the distribution exemption holder has specified, in a notice under paragraph 1(6)(a)(i) of Schedule 2AA to the Act, a metering arrangement which it considers would be required for access to be given to a third party supplier (within the meaning of that Schedule) and that metering arrangement is not yet in place; ~~or~~
- (e) the licensee is prevented from completing the Supplier Transfer due to any other circumstance which is outside the control of the licensee and which it has taken all reasonably practicable steps to resolve; or
- (f) the Customer is a Domestic Customer and, having been prompted by the licensee or its representative, they have not expressly requested to start the supply before the expiry of the Cooling Off Period.

14A.4 Where a condition in paragraph 14A.3 (a) to (e) applies the Supplier Transfer must be completed as soon as reasonably practicable and, in any event, within ~~21~~ five Working Days days of the date on which the condition ceases to apply (or, if more than one condition applies, when all relevant conditions cease to apply).

14A.4A Where the condition in paragraph 14A.3 (f) applies, the Supplier Transfer must be completed as soon as reasonably practicable and, in any event, within five Working Days of the date on which the condition ceases to apply which will be the earlier of the expiry of:

- (a) the Cooling Off Period, or
- (b) the period of 14 days from entering into the Contract.

14A.6 The licensee must not charge a Customer for any costs associated with carrying out a ~~Supplier~~ Transfer. The obligation in this paragraph is without prejudice to contractual conditions relating to the termination of a Non-Domestic Supply Contract and to any obligation in the Contract to pay a termination fee.

## **Obligation to improve switching systems**

14A.7 In order to achieve fast and reliable Supplier Transfers, (including by the end of the Working Day after a Domestic Customer request and the end of the second Working Day for a Non-Domestic Customer request), the licensee must take all reasonable steps to maintain, and where appropriate, improve the relevant systems, processes and data that facilitate the Supplier Transfer process. In order to achieve the objective of completing all Supplier Transfers within 21 days of the Relevant Date, the licensee must take all reasonable steps to improve the systems and processes governing the Supplier Transfer process.

## **Obligation to cooperate in respect of a Supplier Transfer**

14A.8 The licensee must comply with any reasonable request from another Gas Supplier or Supply Exemption Holder to provide information or to take any other steps which are reasonably necessary in order to enable that Gas Supplier or Supply Exemption Holder to complete a Supplier Transfer within ~~21~~ five Working Days days of the Relevant Date.

14A.9 (Not used).

## **Obligation to prevent Erroneous Transfers**

14A.10 ~~If the licensee applies for a Supplier Transfer under the Retail Energy Code at a premises specified by a Customer, the licensee must take all reasonable steps to ensure that it has a Valid Contract with that Customer for that Supplier Transfer at the point that the application is made. If the licensee applies under the Network Code to supply gas at a premises specified by a Customer (the "Transfer Request"), the licensee must take all reasonable steps to ensure that it has a Valid Contract with that Customer for that Transfer Request at the point it is made.~~

14A.11 Where the licensee becomes aware, prior to starting to supply gas at a premises, that it does not have a Valid Contract for the supply of gas to that premises it shall take all reasonable steps to prevent its application for a Supplier Transfer ~~Transfer Request~~ from having effect.

14A.12 (Not used).

## **Obligations where a Domestic Customer has cancelled a Contract with the licensee**

14A.13 Where a Domestic Customer has cancelled their Contract within the Cooling Off Period, and the licensee receives notice of the cancellation prior to starting to supply gas at a premises, the licensee must take all reasonable steps to prevent a Supplier Transfer from having effect.

14A.14 Where a Domestic Customer has cancelled their Contract within the Cooling Off Period and the licensee receives notice of that cancellation after starting to supply gas at a premises, or where the licensee has failed to prevent the Supplier Transfer in accordance with paragraph 14A.13, the licensee must:

- (a) cancel the Contract;
- (b) not charge or otherwise seek to enforce a Termination Fee; and
- (c) subject to sub-paragraph a) and b), continue to supply the Domestic Customer on the basis of the Principal Terms that existed immediately prior to cancellation until the earlier of:

- i. the Domestic Customer has agreed to a new Contract with the licensee and supply has started;
- ii. the Domestic Customer has agreed to a new Contract with another Gas Supplier and supply has started; or
- iii. 15 Working Days from the day that the licensee sends the information specified in paragraph 14A.16, at which point the licensee may choose to charge the Domestic Customer under a Deemed Contract.

14A.15 As soon as reasonably practicable after the licensee receives notice of cancellation from the Domestic Customer, it must inform the Domestic Customer of the information in paragraph 14A.16 in a form which, taking into account the characteristics, preferences and circumstances of that Domestic Customer, would allow them to make an informed choice. This paragraph does not apply where the licensee is no longer the New Supplier.

14.A.16 The information referred to in paragraph 14A.15 above includes:

- a) the obligations on the licensee specified in paragraph 14A.14; and
- b) the options the Domestic Customer has, as set out in paragraph 14A.17.

14A.17 After cancelling a Contract with the licensee, who remains the New Supplier, the Domestic Customer has the following options:

- a) enter into a new Contract offered by the licensee;
- b) enter into an Equivalent Terms Contract with the Old Supplier;
- c) enter into a new Contract with a Gas Supplier, that is not the licensee, including the Old Supplier; or
- d) take no action and after 15 Working Days, beginning on the day the licensee sends the information in paragraph 14A.16, be supplied by the licensee on a Deemed Contract that is not restricted by the requirements set out in paragraph 14A.14.

### **Obligations on a licensee as the Old Supplier**

14A.18 Where the circumstances in paragraph 14A.19 apply, the licensee must offer the Domestic Customer an Equivalent Terms Contract for a minimum period of 16 Working Days starting from the day that licensee became the Old Supplier.

14A.19 The circumstances referred to in paragraph 14A.18 are that the licensee:

- a) is the Old Supplier; and
- b) has received notification from the Domestic Customer that they have cancelled a Contract during the Cooling Off Period and have chosen to return to the licensee in accordance with 14A.17(b).

## Definitions for condition

14A.920 For the purposes of this condition:

**“Cooling-Off Period”** means: after entering into a Contract, a period of time within which a Domestic Customer may decide not to proceed with the Contract pursuant to any relevant contractual term or statutory provision.

**“Equivalent Terms Contract”** means: a Contract available from the licensee (or, where there are any Affiliate Licensees, the licensee and any Affiliate Licensees), that:

- (a) has terms and conditions that are similar in nature to the Contract or Deemed Contract that would have been in place had the Domestic Customer not undergone a Supplier Transfer or taken any other action to amend the terms of that Contract or Deemed Contract with that licensee, including in respect of:
  - i. their previous payment method;
  - ii. their previous Relevant Meter Type;
  - iii. their previous Account Management Arrangement; and
  - iv. their characteristics and preferences;
  - v. where the Domestic Customer is subject to a White Label Tariff, a White Label Tariff of the same White Label Tariff Provider; and
  - vi. where the Domestic Customer is not subject to a White Label Tariff, a Tariff which is not a White Label Tariff; and
- (b) is the same or cheaper than the tariff the Domestic Customer would have been on had they not undergone a Supplier Transfer.

**“Registrable Measurement Point”** has the meaning given to that term in the Retail Energy Code.

**“Relevant Date”** means:

- (a) the day on which a Customer:
  - i. has entered into a Contract with a new Gas Supplier; and
  - ii. has provided the Supplier or its Representative with sufficient information to conduct the switch; and
  - iii. the Customer would reasonably expect the switch to take place without further action on their part.

Or,

- ~~(b) where a Customer enters into a Contract with a new Gas Supplier after 5pm on a Working Day, or on a day that is not a Working Day, the next Working Day following the day specified in paragraph (a) above.~~
- ~~(a) the day on which a Customer enters into a Contract with a new Gas Supplier, or~~
- ~~(b) if after entering into the Contract there is a period of time within which the Customer may decide not to proceed with the Contract (the "Cooling Off Period"), the earlier of:~~
- ~~(i) the day on which the Cooling period ends;~~
- ~~(ii) the day on which the Customer and the licensee agree that the transfer may proceed during the Cooling Off Period; and~~
- ~~(ii) 14 days after the day on which the Customer entered into the Contract.~~

**"Supplier Transfer"** in relation to any premises at which a Gas Supplier is supplying gas, means the transfer of responsibility for that supply from that Gas Supplier to another Gas Supplier.

A **"Valid Contract"** is a Contract one:

- (a) that has been entered into by the Customer;
- (b) that relates to the premises for which the application for a Supplier Transfer Request has been made; and
- (c) for which notice of cancellation of that contract has not been received by the licensee in accordance with any relevant contractual term or statutory provision.

## **Condition 17. Mandatory exchange of information**

### **~~Information to Relevant Gas Shipper or Relevant Gas Transporter about premises~~**

17.9 (Not used). ~~If the licensee becomes the Relevant Gas Supplier of premises, it must, no later than three days after becoming so, inform the Relevant Gas Shipper whether the premises are Domestic Premises or Non-Domestic Premises.~~

17.10 (Not used). ~~If the licensee becomes aware that a premises at which it is the Relevant Gas Supplier has changed:~~

~~(a) — from a Domestic Premises to a Non-Domestic Premises; or~~

~~(b) — from a Non-Domestic Premises to a Domestic Premises;~~

~~it must inform the Relevant Gas Shipper of that change as soon as reasonably practicable after it becomes aware of it.~~

17.11 ~~(Not used).~~ If the licensee for the purpose of paragraphs 17.9 and 17.10 is the Relevant Gas Shipper, it must inform the Relevant Gas Transporter of the information referred to in those paragraphs

## **Condition 22D. Dead Tariffs**

### **Continuation of Dead Tariffs for interim period**

22D.12 Where paragraph 22D.13 applies, the licensee must ensure that a Domestic Customer will continue to be subject to the same Charges for the Supply of Gas and the same terms and conditions that applied to the Dead Tariff until they have changed their supplier.

22D.13 This paragraph applies where one of the following conditions is satisfied:

(a) no later than 20 Working Days after (but not including) the date on which the Dead Tariff is due to terminate or be changed in order for the Domestic Customer to become subject to the licensee's Relevant Cheapest Evergreen Tariff, the licensee receives Notice under the Retail Energy Code Network Code ~~by way of the Relevant Gas Shipper~~ that another Gas Supplier will begin to supply the Domestic Customer's Domestic Premises within a reasonable period of time; and

## **Condition 23. Notification of Domestic Supply Contract terms**

### **Circumstances where increases to Charges for the Supply of Gas or Disadvantageous Unilateral Variations are ineffective or unenforceable**

23.6 The licensee must treat the increase in the Charges for the Supply of Gas and/or the Disadvantageous Unilateral Variation as ineffective and neither enforce nor take advantage of it where:

(a) no later than 20 Working Days after (but not including) the date on which the increase in the Charges for the Supply of Gas and/or Disadvantageous Unilateral Variation has effect, the licensee received Notice under the Retail Energy Code Network Code ~~by way of the Relevant Gas Shipper~~ that another Gas Supplier will begin to supply the Domestic Customer's Domestic Premises within a reasonable period of time, and

## Condition 24. Termination of Domestic Supply Contracts

### Continuation of Fixed Term Supply Contract terms for interim period

24.10 This paragraph applies where one of the following conditions are satisfied:

- (a) no later than 20 Working Days after (but not including) the date on which the fixed term period of a Fixed Term Supply Contract ends, the licensee receives Notice under the Retail Energy Code ~~Network Code by way of the Relevant Gas Shipper~~ that another Gas Supplier will begin to supply the Domestic Customer's Domestic Premises within a reasonable period of time; and

## Condition 44 Smart Metering - Continuation of Arrangements on Change of Supplier

### Definitions

44.13 In this Condition:

**New Supplier** means, in relation to a relevant premises, the Gas Supplier that became the Relevant Gas Supplier for the relevant premises by virtue of the most recent Supplier Transfer.

**Old Supplier** means, in relation to a relevant premises, the Gas Supplier that was, immediately prior to the most recent Supplier Transfer, the Relevant Gas Supplier for the relevant premises.

## Schedule 2 – Relevant licence holders

AvantiGas On Limited  
Axpo UK Limited  
Barrow Shipping Limited  
BGI Trading Limited  
BP Gas Marketing Limited  
British Gas Trading Limited  
Brook Green Trading Limited  
Bulb Energy Ltd  
Business Energy Solutions Limited  
Business Power and Gas Limited  
Ceres Energy Limited  
Cilleni Energy Supply Limited  
Corona Energy Retail 1 Limited  
Corona Energy Retail 2 Limited  
Corona Energy Retail 3 Limited  
Corona Energy Retail 4 Limited  
Coulomb Energy Supply Limited  
Crown Gas and Power Limited  
Crown Oil Limited  
Data Energy Management Services Limited  
Delta Gas and Power Limited  
E (Gas and Electricity) Limited  
E.ON Energy Gas (Eastern) Limited  
E.ON Energy Gas (North West) Limited  
E.ON Energy Solutions Limited  
E.ON Next Energy Limited  
E.ON UK Industrial Shipping Limited  
E.ON UK Plc  
Eco Green Management Limited  
Economy Gas Limited  
Economy Power Limited  
Ecotricity Limited  
EDF Energy Customers Limited  
EDF Trading Limited  
ENGIE Gas Limited  
ENGIE Power Limited  
Eni Global Energy Markets SpA  
Equinor UK Limited  
ESB Energy limited  
Flexitricity Limited  
Flogas Enterprise Solutions Limited  
Flow Energy Limited  
Foxglove Energy Supply Limited  
Gas Plus Supply Limited  
Gazprom Marketing & Trading Retail Limited  
Good Energy Gas Limited  
Green Energy (UK) plc  
Hartree Partners Power & Gas Company (UK) Limited  
Home Energy Trading Ltd  
I.A.Z.F.S. Limited  
IGas Energy Production Limited  
ISE Estates Limited  
Lambeth Borough Council  
LCC Power Limited  
London Borough of Camden  
Macquarie Bank Limited  
Marble Power Limited  
Maxen Power Supply Limited  
Metropolitan Housing Trust Limited  
New Work Trust Company Limited  
Npower Commercial Gas Limited  
Npower Gas Limited  
Npower Northern Limited  
Npower Yorkshire Limited  
Octopus Energy Limited  
Opal Gas Limited  
Opus Energy Limited  
Opus Gas Supply Limited  
Orsted Sales (UK) Limited  
OSSO Gas Limited  
Ovo (S) Gas Limited  
Ovo Gas Limited  
Positive Energy Ltd  
Regent Gas Limited  
RWE Supply and Trading GmbH  
Scottish Power Energy Retail Limited  
Sembcorp Utilities (UK) Limited  
Shell Energy Retail Limited  
Shell Energy UK Limited  
SmartestEnergy Business Limited  
SmartestEnergy Limited  
So Energy Trading Limited  
SQUARE1 ENERGY LIMITED  
SSE Energy Supply Limited  
Star Energy Oil and Gas Limited  
Switch Business Gas and Power Ltd  
The Nuclear Decommissioning Authority  
Totalenergies Gas & Power Limited  
Tru Energy Limited  
UK Energy Incubator Hub Limited  
UK Gas Supply Ltd  
UK Healthcare Corporation Limited  
UK National Gas Ltd  
Unify Energy Limited  
United Gas & Power Ltd  
University of Keele  
Utilita Energy Limited  
Utilita Gas Limited  
Valda Energy Limited  
Yu Energy Retail Limited