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Dear Nicola,

Statutory consultation on proposals to modify licence conditions related to the Switching Programme

We welcome the opportunity to respond to Ofgem's consultation on behalf of SSE Energy Solutions (SSE Energy Supply Limited).

We have provided further detail on the points raised in this consultation in the attached Appendix. Whilst we appreciate there are several aspects which will require reviews later by Ofgem (e.g., the Consequential Changes required for Reporting requirements), we believe industry should be provided with an expectation to when these will be completed.

We are disappointed to note Ofgem will not consider a unified communication plan for industry. Whilst every effort is made to have a consistent message between market participants, we believe that this message should be provided by Ofgem to ensure such communication is explicit in its meaning and provides the clarity in which Ofgem requires.

We will be happy to discuss our response in greater detail, if required.

Yours sincerely,

Victoria Burkett
Regulation Manager

Appendix 1

Question 1: Do you agree that the proposed changes to the Electricity Supply Standard Licence Conditions will ensure the licence reflects the necessary conditions for implementation of the Switching Programme?

Question 2: Do you agree that the proposed changes to the Gas Supply Standard Licence Conditions will ensure the licence reflects the necessary conditions for implementation of the Switching Programme?

We agree with the licence modification which have been proposed. We would however like to note the following aspects which will need to be amended, although may not form part of this consultation.

Electricity Licence Conditions

Page	Clause	Comments
94	11.10 - Where the licensee is a Mandatory Green Deal Licensee, it must be a party to the Green Deal Arrangements Agreement, comply with Part 2 (Governance and Change Control) of the Green Deal Arrangements Agreement, and other provisions of the Green Deal Arrangements Agreement where directed by the Authority, and facilitate achievement of the objective of the Green Deal Arrangements Agreement.	Although the Green Deal Arrangements have been transferred to Schedule 18 of the REC, 'Part 2 (Governance and Change Control)' no longer exists. Therefore, this clause should be amended to reflect the updated obligations.
94	Where the licensee is a Voluntary Green Deal Licensee and is party to the Green Deal Arrangements Agreement, it must comply with Part 2 (Governance and Change Control) of the Green Deal Arrangements Agreement, and other provisions of the Green Deal Arrangements Agreement where directed by the Authority, and Authority and facilitate achievement of the objective of the Green Deal Arrangements Agreement.	As noted above.

Gas Licence Conditions

Page	Clause	Comments
26	Industry Codes 'definition'	Includes an incorrect reference to the Supply Point Administration Agreement. This does also not include the Gas Industry Codes, such as the Uniform Network Code, although referred to throughout the licence conditions.

Responses to the Stakeholder feedback on November 2020 policy consultation and Ofgem response

We do not agree with the removal of the defined terms for 'Related MPAN'. Whilst we recognise Ofgem's view that this defined term is no longer required as all related metering points will be linked in CSS, there remains a risk that should MPAN's become split at a Change of Supply event and a customer complain's, Suppliers will not be able to object. Although every effort will be made to ensure all switches are completed against all related MPAN's we do not believe this definition should be removed at CSS go live, but should instead be removed later, if Ofgem still believes this is necessary to do so and once confidence in the system and new processes has been gained.

We have concerns regarding the definition of what is deemed as the 'Relevant Date', from a non-Domestic perspective, customers/TPI's are provided offers, which will need to be accepted by the customer, before proceeding with the switch. This differentiation in customer type does not appear to be covered in the licence drafting which could be implied or lead to misinterpretation that the customer entering a contract and all information provided is deemed as when they sign the contract offer and not when we as Supplier secure that contract in our systems.