

Q1: Do you have evidence of suppliers not being proportionate or reasonable regarding charges necessary to secure a contract, including security deposits? If so, please provide us with details.

A1: No

Q2: Do you have suggested solutions to the concerns around high costs requested to secure a contract and manage risk?

A2: No

Q3: Do you believe there has been an improvement in terms to contract as market conditions start to show signs of improvement? Please explain your answer.

A3: NA

Q4: Do you have evidence to support the allegation that suppliers have been inflating prices in response to the introduction of the Energy Bill Relief Scheme? If so, please provide us with details.

A4: No, but our supplier locked us in to a fixed price contract at the height of the market for 12 months

Q5: What issues are you aware of businesses having in relation to deemed contracts?

A5: when we acquire a new premises our supply is with the existing supplier for that site (not our supplier), we are moved to non-contracted rates which are 10 times higher than our contracted rates. The Change of tenancy process is extremely painful with suppliers taking weeks to respond to CoT requests and asking for more information each time delaying the whole process further. A standardised request form that all suppliers use would be beneficial with the ability to backdate the CoT.

Q6: Are there any other matters not discussed above related to pricing and contractual behaviour that you would like us to explore? Please provide details and your reasons.

A6: No

Q7: Do you believe there has been an increase in offers to contract in the past year as wholesale market conditions improved, or are there are segments of the market that are still struggling to secure contracts?

A7: NA

Q8: Are suppliers following the best practice steps around debt management and disconnection that we highlighted in our December 2022 letter, or do you think that licence conditions need amending? Please provide evidence for your views and details of any specific examples.

A8: We have had no issues with debt or debt collection

Q9: Are suppliers' complaints processes easy to find on their websites, or elsewhere? Do you believe we need to strengthen the rules around complaints processes? Please explain the reasons for your response.

A9: We haven't made any complaints but our suppliers contact details are easy to find and we have a relationship manager.

Q10: To what extent do you believe the communication you receive from your nondomestic supplier is clear and transparent? Please provide examples where possible.

A10: Lack of visibility on the non-commodity charges that are included within the commodity cost. When asked to separate out commodity from non-commodity they refused and said it wasn't possible to.

Q11: Do you think the issues around Change of Tenancy/Occupier are significant? What potential solutions would you suggest to address the perceived shortfalls in the existing Change of Tenancy and Change of Occupancy processes, that do not exacerbate the potential for fraud?

A11: Yes. The Change of tenancy process is extremely painful with suppliers taking weeks to respond to CoT requests and asking for more information each time delaying the whole process further. A standardised request form that all suppliers use would be beneficial with the ability to backdate the CoT.

Q12: Are there any other issues you would like to highlight related to competition in the non-domestic supply market? Please provide detailed explanations.

A12: Lack of willingness of suppliers to submit a quote or offer for our business. For gas we were only able to find two suppliers willing to tender (one was the incumbent). We haven't tendered electricity.

Q13: Do you believe there are segments of the non-domestic supply market, other than microbusiness customers, where there is not sufficient market pressure to correct any potential inappropriate supplier behaviours? Please provide detailed descriptions of these customers and evidence to explain your view, including what aspects of harm the regulations would need to help protect against.

A13: No view

Q14: If you responded yes to question 13, please suggest how these customers could be defined in the supply licence and identified by suppliers and customers.

A14: NA

Q15: If we expanded the definition of microbusiness customers or created a new class of customers, what are the possible implications and costs of doing this?

A15: hopefully implication would be that smaller businesses are able to obtain supply contract when previously unable to. If previously unavailable contracts are made available to smaller businesses this may end up being subsidised by larger businesses.

Q16: What additional protections do you think might need to be put in place to protect domestic customers who are supplied via a non-domestic contract? Please provide an explanation or evidence of the areas of harm any new regulation would protect against.

A16: No view

Q17: Do you agree with the definition of, and clarifications around, what is a domestic customer as described in Appendix A? Are there other areas where further clarification is required?

Q17: No experience of this but would suggest full terms of the agreement should be shared with the tenant and fixed for a given term.

Q18: Do you have any further comments about how the non-domestic market is currently segmented?

A18: No view