Gas and Electricity Markets Authority

## ELECTRICITY ACT 1989

# Standard conditions of electricity supply licence

SECTION A: STANDARD CONDITIONS FOR ALL SUPPLIERS 7

General arrangements 8

Condition 0. Treating Domestic Customers Fairly 9

Condition 0A. Treating Non-Domestic Customers Fairly 12

Condition 1. Definitions for standard conditions 15

Condition 2. Interpretation of standard conditions 51

Condition 3. Application of Section B of standard conditions 54

Condition 4. Not used 55

Condition 4A. Operational capability 56

Condition 4B. Financial responsibility principle 57

Condition 4C. Ongoing fit and proper requirement 66

Condition 4D. Protecting Domestic Customer Credit Balances 68

Condition 5. Provision of Information to Authority and data retention 78

Condition 5A. Priniciple to be open and cooperative 80

Condition 5B. Independent Audits 81

Condition 6. Classification of premises 83

Continuity of supply 85

Condition 7. Terms of Contracts and Deemed Contracts 86

Condition 7A. Supply to Micro Business Consumers 90

Condition 7B. (Not Used – refer to standard condition 0A) 98

Condition 7C. Restriction on supplying Green Deal Premises 99

Condition 7D. Supply to Certain Micro Business Consumers – additional requirements 100

Condition 8. Obligations under Last Resort Supply Direction 104

Condition 9. Claims for Last Resort Supply Payment 106

Condition 10. Restriction or revocation of licence 113

Industry activities and procedure 114

Condition 11. Compliance with codes Industry Codes 115

Condition 11A. Security Arrangements 118

Condition 11B. Retail Energy Code 119

Condition 12. Matters relating to Electricity Meters 124

Condition 12.A. Matters relating to Theft of Electricity 129
Condition 13. Arrangements for site access 134
Condition 14. Customer transfer blocking 135
Condition 14A. Customer transfer 139
Condition 15. Assistance for areas with high distribution costs scheme, Energy Administration Orders, ESC Administration Orders and SMCL Administration Orders: payments to the ISOP 146
Conditions 16 to 19 (Not used) 150
Condition 19A. Financial information reporting 151
Condition 19AA. Notification requirements regarding significant commercial/personnel developments 154
Condition 19B. Prohibition of cross-subsidies 157
Condition 19C. Customer supply continuity plans 158
Condition 19D. Trade Sales 159

## Information for all Customers 160

Condition 20. Enquiry service, Supply Number, advice information and dispute settlement – for Non-Domestic Customers 161
Condition 21. Fuel mix disclosure arrangements 166
Condition 21A. Provision of the annual statement of supply to Participants of the Carbon Reduction Commitment (CRC) Energy Efficiency Scheme 170
Condition 21B. Billing based on meter readings 171
Condition 21BA. Backbilling 173
Condition 21C. Declaration of a Licensee's FIT status 175
Condition 21D. Tariffs with Environmental Claims 176

# SECTION B: STANDARD CONDITIONS FOR DOMESTIC SUPPLIERS 179

## Regulation of Domestic Supply Contracts 180

Condition 22. Duty to offer and supply under Domestic Supply Contract 181
Licensee's obligations 181
Condition 22A. Unit Rate, Standing Charge and Tariff Name requirements 184
Condition 22B. Requirements to make all tariffs available to new and existing customers 188
Condition 22C. Fixed Term Supply Contracts 190
Condition 22D. Dead Tariffs 196
Condition 22E. Unmetered Supply Arrangements 204

Condition 22F. Not Used 207
Condition 22G. Requirements for Restricted Meters 208
Condition 23. Notification of Domestic Supply Contract terms 213
Condition 23A. Mutual variations 219
Condition 24. Termination of Domestic Supply Contracts 221
Condition 24A. Market Stabilisation Charge 226

**Domestic Customer protection** 228

Condition 25. Informed choices – Tariff comparability and marketing 229
Condition 25A. (Not used.) 231
Condition 25B. Interoperability of Advanced Domestic Meters 232
Condition 25C. (Not Used – refer to standard condition 0) 236
Condition 25D. Power to direct payment of rebates to Domestic Customers 237
Condition 25E. Power to direct Energy Bill Support Scheme Payments to Domestic Customers 239
Condition 26. Priority Services Register 241
Condition 27. Payments, Security Deposits, Disconnections, Direct Debits, and Final Bills 244
Condition 27A. Self-disconnection 252
Condition 28. Prepayment Meters 255
Condition 28A. Prepayment Charge Restriction 263
Condition 28AA. Regulation of charges for certain Domestic Customers 276
Condition 28AD. Regulation of charges for Domestic Customers supplied under certain Domestic Supply Contracts 285
Condition 28B. Not used 325
Condition 28C. Milestone assessments 326
Condition 29. (Not used) 328
Condition 30. Ringfencing the Renewables Obligation 329

**Domestic Customer information** 335

Conditions 31 to 31D – Not Used 336
Condition 31E. Overarching requirements 337
Condition 31F. Encouraging and enabling engagement 338
Condition 31G. Assistance and advice information 343
Condition 31H. Relevant Billing Information, Bills and statements of account 347

Condition 31I. Contract changes information (notifications of price increases, disadvantageous unilateral variations and end of fixed term contracts) 351
Condition 32. Reporting on performance 354
Condition 32A. Power to direct suppliers to test consumer engagement measures 355

**SECTION C: STANDARD CONDITIONS FOR ALL SUPPLIERS** 359

**Feed-in tariff arrangements** 360

Condition 33. Feed-in Tariffs 361
Condition 34: Implementation of Feed-in Tariffs 362
Condition 35: Central Charge Database 426
Condition 36: Green Deal obligations 428
Condition 37: Green Deal information requirements 431
Condition 38: Green Deal Arrangements Agreement 437
Condition 38A. Offtaker of Last Resort 439
Condition 39: Smart Metering System – Roll-out, Installation and Maintenance 452
Condition 39A: Qualifying Metering Systems – Post-2020 Roll-out and Installation 460
Condition 40: Provision of an In-Home Display 469
Condition 41: Smart Metering Installation and Installation Code of Practice – Domestic Customers 474
Condition 42: Smart Metering Installation and Installation Code of Practice – Micro Business Consumers 479
Condition 43: Roll-out Reporting and Provision of Information to the Secretary of State 482
Condition 44: Roll-out Reporting, Setting and Achieving Annual Milestones, and Provision of Information to the Authority 486
Condition 44A: Roll-out and Installation of smart meters – Licensees reporting and publication requirements to the Authority 490
Condition 45: Smart Metering Consumer Engagement 497
Condition 45A: Smart Metering Consumer Engagement 513
Condition 46: Security Controls in Relation to Smart Metering Systems 530
Condition 46A: Security Controls in Relation to Smart Metering Systems Enrolled with the DCC 536
Condition 47: Smart Metering – Matters Relating To Obtaining and Using Consumption Data 538
Condition 48: The Smart Energy Code 553

Condition 49: Smart Metering Systems and In-Home Displays – Operational Requirements 556

Condition 50 Smart Metering - Continuation of Arrangements on Change of Supplier 566

Condition 51. Smart Metering – Customer Access to Consumption Data 570

Condition 52: Smart Metering Systems – Requirements for Specified Optional Equipment Requirements on Installation 582

Condition 53: Not Used 586

Condition 54. Enrolment of Smart Metering Systems 587

Condition 55. Smart Metering – The Alt HAN Arrangements 590

Condition 56: Database to facilitate customer engagement 600

Condition 57: Smart Export Guarantee 606

Condition 58: Implementation of Smart Export Guarantee 607

Condition 59: Directions relating to schemes to provide payments to alternative fuel users 608

Condition 60: Elexon ownership 609

Schedule A to standard condition 57 of the electricity supply licence 610

# SECTION A: STANDARD CONDITIONS FOR ALL SUPPLIERS

# Standard conditions 0 to 6:

## General arrangements

# Condition 0. Treating Domestic Customers Fairly

## Customer Objective

0.1 The objective of this condition is for the licensee and any Representative to ensure that each Domestic Customer, including each Domestic Customer in a Vulnerable Situation, is treated Fairly ("the Customer Objective").

## Achieving the Standards of Conduct

0.2 The licensee must, and must ensure that its Representatives, achieve the Standards of Conduct in a manner consistent with the Customer Objective.

0.3 The Standards of Conduct are that the licensee and any Representative:

a) behave and carry out any actions in a Fair, honest, transparent, appropriate and professional manner;

b) provide information (whether in Writing or orally) to each Domestic Customer which:
   i. is complete, accurate and not misleading (in terms of the information provided or omitted);
   ii. is communicated (and, if provided in Writing, drafted) in plain and intelligible language with more important information being given appropriate prominence;
   iii. relates to products or services which are appropriate to the Domestic Customer to whom it is directed;
   iv. in terms of its content and in terms of how it is presented, does not create a material imbalance in the rights, obligations or interests of the licensee and the Domestic Customer in favour of the licensee; and
   v. is sufficient to enable the Domestic Customer to make informed choices about their supply of electricity by the licensee;

c) in relation to customer service arrangements:
   i. make it easy for a Domestic Customer to contact the licensee;
   ii. act promptly and courteously to put things right when the licensee or any Representative makes a mistake; and
   iii. otherwise ensure that customer service arrangements and processes are complete, thorough, fit for purpose and transparent;

d) in relation to Domestic Customers in Vulnerable Situations:

i. seek to identify each Domestic Customer in a Vulnerable Situation, in a manner which is effective and appropriate, having regard to the interests of the Domestic Customer; and
ii. when applying the Standards of Conduct in paragraphs (a) to (c) above, do so in a manner which takes into account any Vulnerable Situation of each Domestic Customer identified in accordance with (d)(i) above or otherwise.

**Scope of condition**

0.4 Standard condition 0 only applies to the licensee if:
a) the Secretary of State has provided, by a scheme made under Schedule 7 to the Utilities Act 2000, that Section B of the standard conditions will have effect; or
b) the Authority has issued a Domestic Supply Direction to the licensee under paragraph 3.3 of standard condition 3.

0.5 Subject to paragraph 0.6, standard condition 0 applies to all activities of the licensee and any Representative which involve, or otherwise relate to, dealings with a Domestic Customer.

0.6 Apart from any matters relating to Deemed Contracts, standard condition 0 does not apply in respect of the amount or amounts of any Charges for the Supply of Electricity or any other type of charge or fee, applied or waived.

0.7 Standard Condition 0 applies to the exercise of a licensee's discretion to apply or waive any fee or charge.

**Guidance**

0.8 The licensee must have regard to any guidance on standard condition 0 (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority has issued, may issue and may from time to time revise (following further consultation).

**Definitions**

0.9 For the purposes of this condition:

| | |
|---|---|
| Customer Objective | Is to be interpreted in accordance with paragraph 0.1. |
| Fair and cognate expressions | The licensee or any Representative would not be regarded as treating a Domestic Customer Fairly if their actions or omissions give rise to a likelihood of detriment to the Domestic Customer, unless the detriment would be reasonable in all the relevant circumstances. |
| Standards of Conduct | Means one or more of sub-paragraphs 0.3(a) to (d). |

| | |
|---|---|
| Vulnerable Situation | Means the personal circumstances and characteristics of each Domestic Customer create a situation where he or she is:<br>(a) significantly less able than a typical Domestic Customer to protect or represent his or her interests; and/or<br><br>(b) significantly more likely than a typical Domestic Customer to suffer detriment or that detriment is likely to be more substantial. |

# Condition 0A. Treating Non-Domestic Customers Fairly

## Customer Objective

0A.1 The objective of this condition is for the licensee to ensure that each Non-Domestic Customer is treated Fairly ("the Customer Objective").

## Achieving the Standards of Conduct

0A.2 The licensee must ensure it achieves the Standards of Conduct in a manner consistent with the Customer Objective.

0A.3 The Standards of Conduct are that the licensee:

a) behaves and carries out any actions in a Fair, honest, transparent, appropriate and professional manner;

b) provides information (whether in Writing or orally) to each Non-Domestic Customer which:
   i. is complete, accurate and not misleading (in terms of the information provided or omitted);
   ii. is communicated (and, if provided in Writing, drafted) in plain and intelligible language with more important information being given appropriate prominence;
   iii. relates to products or services which are appropriate to the Non-Domestic Customer to whom it is directed; and
   iv. in terms of its content and in terms of how it is presented, does not create a material imbalance in the rights, obligations or interests of the licensee and the Non-Domestic Customer in favour of the licensee;

c) in relation to customer service arrangements:
   i. makes it easy for a Non-Domestic Customer to contact the licensee;
   ii. acts promptly to put things right when the licensee makes a mistake; and
   iii. otherwise ensures that customer service arrangements and processes are fit for purpose and transparent.

## Scope of Condition

0A.4 Standard condition 0A applies to all Designated Activities in respect of a Non-Domestic Customer.

0A.5 Apart from any matters relating to Deemed Contracts, standard condition 0A does not apply in respect of the amount or amounts of any Charges for the Supply of Electricity or any other type of charge or fee, applied or waived.

0A.6 Standard Condition 0A applies to the exercise of a licensee's discretion to apply or waive any fee or charge.

0A.7 In the event of a conflict between this condition and paragraph 14.2 of standard condition 14, this condition will prevail.

**Guidance**

0A.8 The licensee must have regard to any guidance on standard condition 0A (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority has issued, may issue and may from time to time revise (following further consultation).

**Definitions**

0A.9 For the purposes of this condition:

| | |
|---|---|
| "Billing" | all matters relating to the provision of a Bill or statement of account to a Customer, including the content and calculations relating to such a Bill or statement of account and the collection and use of information relating to the consumption of electricity. |
| "Contractual Information" | includes the drafting and content of a Non-domestic Supply Contract or Deemed Contract and the provision of information relating to the Non-domestic Supply Contract or Deemed Contract that applies to a Non-Domestic Customer which is being supplied by the licensee. |
| "Customer Objective" | Is to be interpreted in accordance with paragraph 0A.1. |
| "Customer Transfers" | includes, but is not limited to, any matters that relate to a Customer's ability to change supplier and/or affect the timeframe for changing supplier (including related terms and conditions of a Non-domestic Supply Contract or Deemed Contract that applies to a Non-Domestic Customer). |
| "Designated Activities" | mean each of the following:<br>a) the accuracy of a Bill or statement of Account;<br>b) the timeframe for a Non-Domestic Customer receiving a Bill or statement of account and the timeframe for the payment of a Bill; |

| | |
|---|---|
| | c) any written or oral communications regarding Billing or Contractual Information;<br>d) Customer Transfers;<br>e) any matters relating to Deemed Contracts; and<br>f) any matters which fall within the scope of standard condition 7A (in so far as they relate to a Micro Business Consumer), and any matters which fall within the scope of standard conditions 14, 14A and 21B (in so far as they relate to a Non-Domestic Customer). |
| "Fair" and cognate expressions | The licensee would not be regarded as treating a Non-Domestic Customer Fairly if their actions or omissions give rise to a likelihood of detriment to the Non-Domestic Customer, unless the detriment would be reasonable in all the relevant circumstances. |
| "Micro Business Consumer" | has the meaning given in standard condition 7A. |
| "Standards of Conduct" | Means one or more of sub paragraphs 0A.3 (a) to (c) |

## Condition 1. Definitions for standard conditions

1.1 This condition sets out most of the defined words and expressions used in the standard conditions of this licence (all of which begin with capital letters) and gives their definitions next to them.

1.2 But some defined words and expressions used in standard condition 15 (Assistance for areas with high distribution costs scheme: payments to ISOP) and standard condition 21 (Fuel mix disclosure arrangements) and their definitions are included in those conditions.

Definitions in alphabetical order

1.3 In this licence, unless the context otherwise requires:

**About Your Tariff Label** has the meaning given in standard condition 31F.10;

**Account Management Arrangement** means:

(a) where the Domestic Customer is subject to Offline Account Management, Offline Account Management; or

(b) where the Domestic Customer is subject to Online Account Management, Online Account Management;

**Act** means the Electricity Act 1989;

**Active Supplier** is a supplier that is actively engaging in the act of supplying electricity to one or more Domestic Customers and / or one or more Non Domestic Customers;

**Additional Electricity Smart Meter** means a device which:

(a) is either a SMETS1 ESME, or is a device installed (or to be installed) at premises which:

(i) consists of the components or other apparatus identified in; and
(ii) as a minimum, has the functional capability specified by and complies with the other requirements of,

the part(s) of the ESME Technical Specification in a Version of the ESME Technical Specification which was within its Installation Validity Period on the date on which the device was installed; and

(b) is installed at premises in such a manner and/or configuration that it is:

(i) joined to a Communications Hub Function at the premises; but
(ii) incapable of being used for the purposes of determining the quantity of electricity supplied to the premises.

**Affiliate** means, in relation to an Electricity Supplier, any holding company or subsidiary or subsidiary undertaking of a holding company of the licensee, in each case within the meaning of the Companies Act 2006;

**Affiliate Electricity Licensee** means any Subsidiary, Holding Company, or Subsidiary of a Holding Company of the licensee which holds an electricity supply licence granted or treated as granted pursuant to section 6(1)(d) of the Electricity Act 1989;

**Affiliate Licensee** means any Subsidiary, Holding Company, or Subsidiary of a Holding Company of the licensee which holds a gas supply licence granted or treated as granted pursuant to section 7A(1) of the Gas Act 1986 and/or an electricity supply licence granted or treated as granted pursuant to section 6(1)(d) of the Electricity Act 1989;

**Alternative Cheapest Tariff** means, in comparison with the Estimated Annual Costs for each specific Domestic Customer's Tariff, the cheapest Tariff available from the licensee (or, where there are any Affiliate Licensees, the licensee and any Affiliate Licensees) for that Domestic Customer based on:

(a) their Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff the Domestic Customer is currently subject to;

(b) where the Domestic Customer is not subject to a Prepayment Meter, the cheapest Tariff compatible with the Electricity Meter installed at the Domestic Customer's premises;

(c) where the Domestic Customer is subject to a Prepayment Meter, the cheapest Tariff compatible with any Electricity Meter which could be installed at the Domestic Customer's premises; and

(d) consideration of both Time of Use Tariffs for which appropriate consumption data is available and Non-Time of Use Tariffs;

(e) where the Domestic Customer is subject to a White Label Tariff:

(i) a White Label Tariff of the same White Label Tariff Provider; or
(ii) a Tariff of the licensee which is not a White Label Tariff; and

(f) where the Domestic Customer is not subject to a White Label Tariff;

(i) a Tariff which is not a White Label Tariff; or
(ii) a White Label Tariff of any White Label Tariff Provider of the licensee;

**Annual Consumption Details** means:

(a) where the Customer has held their Domestic Supply Contract or Micro Business Consumer Contract (as applicable) for at least 12 months and the licensee has obtained actual meter readings (including meter readings provided by the Customer and accepted by the licensee in accordance with standard condition 21B) which can reasonably be considered to cover the whole of that 12 month period, the quantity of electricity which was treated as consumed at the Customer's Domestic Premises or Non-Domestic Premises (as applicable) during the previous 12 months on the basis of those meter readings; or

(b) where the Customer has held their Domestic Supply Contract or Micro Business Consumer Contract (as applicable) for:

(i) less than 12 months; or

(ii) at least 12 months and the licensee has not obtained actual meter readings (including meter readings provided by the Customer and accepted by the licensee in accordance with standard condition 21B) which can reasonably be considered to cover the whole of that 12 month period,

the licensee's best estimate of the quantity of electricity that the Customer may be expected to consume during a 12 month period having regard to any relevant information that is available to the licensee or which the licensee could otherwise have reasonably ascertained (including any actual meter readings that have been obtained and which cover part of the previous 12 months);

**Applicable Customer** means, in relation to an application made by the licensee to the Authority in accordance with standard condition 10 (Restriction or revocation of licence), a Customer if:

(a) immediately before the restriction or revocation takes effect, his premises are being supplied with electricity by the licensee; and

(b) in the case of a restriction, his premises will be excluded by it from this licence;

| | |
|---|---|
| **Application Regulations** | means regulations made under section 6A of the Act that set out the form and manner in which applications for an Electricity Supply Licence or an extension or restriction of such a licence are to be made; |
| **ARS Specified Date** | means 30 June 2021 or such later date as may be specified in a direction issued by the Secretary of State. |
| **Authorised** | in relation to any business or activity, means authorised by licence granted or treated as granted under section 6 of the Act or, in appropriate cases, by exemption granted under section 5 of the Act; |
| **Authorised Electricity Operator** | means any person (other than the licensee) who is Authorised to hold an Electricity System Operator Licence, or to generate, participate in the transmission of, distribute or supply electricity, participate in the operation of an Interconnector or provide a smart meter communications service and includes any person who has made an application to be so Authorised which has not been refused and any person transferring electricity to or from or across an Interconnector or who has made an application for use of an Interconnector which has not been refused; |
| **Authority** | means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000; |
| **Balancing and Settlement Code** | means the Balancing and Settlement Code ~~provided for in condition E1 (Balancing and Settlement Code (BSC)) of the Electricity System Operator Licence;~~ designated by the Secretary of State under section 182 1(b) of the Energy Act 2023; |
| **Bill** | means an invoice or a demand for payment or any other instrument of the same or similar character and purpose; |
| **Category A Metering Arrangement** | means using an Electricity Meter on the basis of contractual arrangements whereby the Domestic Customer is required to pay for the Charges for the Supply of Electricity on the basis of a single Unit Rate; |
| **Category B Metering Arrangement** | means using an Electricity Meter on the basis of any contractual arrangement (other than a Category C Metering Arrangement, Category D Metering Arrangement, or Category E Metering Arrangement) whereby the Domestic Customer is required to pay for the Charges for the Supply of Electricity on the basis of Time of Use Rates; |
| **Category C Metering Arrangement** | means using an Electricity Meter on the basis of contractual arrangements (other than a Category D Metering Arrangement or Category E Metering Arrangement) whereby the Domestic |

| | |
|---|---|
| | Customer is required to pay for the Charges for the Supply of Electricity on the basis of two separate Unit Rates in circumstances where, during each period of 24 hours, one Unit Rate applies to up to two separate specified periods of time during that period of 24 hours and the other Unit Rate applies to the remaining separate periods of time during that period of 24 hours; |
| **Category D Metering Arrangement** | means using an Electricity Meter on the basis of contractual arrangements (other than a Category C Metering Arrangement or Category E Metering Arrangement) whereby the Domestic Customer is required to pay for the Charges for the Supply of Electricity on the basis of two or three separate Unit Rates in circumstances where, during each period of 24 hours:<br><br>(a) one Unit Rate applies to a specified period of time during that period of 24 hours ("Period A");<br><br>(b) one Unit Rate applies to a specified period of time which is different to Period A during that period of 24 hours ("Period B");<br><br>(c) one Unit Rate applies to the remaining periods of time during that period of 24 hours which are separate to Period A and Period B; |
| **Category E Metering Arrangement** | means using an Electricity Meter on the basis of any contractual arrangement (other than a Category C Metering Arrangement or Category D Metering Arrangement) whereby the Domestic Customer is required to pay for the Charges for the Supply of Electricity on the basis of Time of Use Rates in circumstances where, during each period of 24 hours:<br><br>(a) one or more Unit Rates apply to different periods of time which are determined by the licensee and/or a Licensed Distributor and activated via the use of radio signals during that period of 24 hours; and<br><br>(b) no more than one Unit Rate applies at any given period of time during that period of 24 hours; |
| **Central Charge Database** | has the meaning given in paragraph 1 of standard condition 35; |
| **CH Technical Specification** | means the Communications Hub Technical Specification, being the document (or part of a document) which: |

| | |
|---|---|
| | (a) identifies itself as such; and<br><br>(b) applies in respect of a Communications Hub installed or provided for the purposes of the supply of electricity. |
| **Charges** | means Charges for the Supply of Electricity and Green Deal Charges; |
| **Charges for the Supply of Electricity** | means, as between the licensee and a Customer, charges made by the licensee in respect of the supply of electricity to that Customer's premises, including (but not limited to) any Unit Rate (or, where applicable, Unit Rates), a Standing Charge (or, where applicable, Standing Charges) and any charges made for the provision of an Electricity Meter; |
| **Citizens Advice** | means the National Association of Citizens Advice Bureaux; |
| **Citizens Advice Scotland** | means the Scottish Association of Citizens Advice Bureaux; |
| **Citizens Advice consumer service** | an online, telephone or face to face service provided by Citizens Advice or Citizens Advice Scotland that provides advice in response to enquiries from individual consumers acting alone or in groups; |
| **Closed Fixed Term Tariff** | means a Tariff in respect of a Fixed Term Supply Contract which is no longer capable of being entered into by any Domestic Customer or Domestic Customers; |
| **Communications Hub** | means:<br><br>(a) a device identified as a communications hub by the DCC,<br><br>taken together with<br><br>(b) any aerial which is required for the effective operation of that communications hub and is (or will be, when they are both installed) either a part of that device or situated adjacent to it,<br><br>in each case as provided by the DCC in accordance with its obligations under Part E of Condition 17 of the DCC Licence (Terms for the Provision of the Communications Hub Service). |
| **Communications Hub Function** | has the meaning given to it in the Smart Energy Code. |

**Compatible** in respect of a Version of a Technical Specification, means that the relevant Version of the Technical Specification is not incompatible, in accordance with the meaning given to the term 'incompatible' in Section F2.12 of the Smart Energy Code, with a Version of any other Technical Specification as identified in the matrix created and published by the SEC Panel pursuant to Section F2.11 of the Smart Energy Code.

**Compensation Payment** means any payment made by the licensee (including any voluntary payment) to a specific Domestic Customer in accordance with any customer service, complaint handling or redress arrangements which:

(a) in the case of a payment which is required by the Authority, any legislation, licence conditions, formal redress arrangement, or by the courts, is the payment which the licensee is required to provide; and

(b) in all other cases, is a payment which is made solely on the basis of a specific issue which:

(i) relates to customer service, complaint handling or redress; and

(ii) specifically affects the Domestic Customer to whom the payment is made;

**Connection and Use of System Code** means the Connection and Use of System Code provided for in condition E2 (Connection and Use of System Code (CUSC)) of the Electricity System Operator Licence;

**Consequential Change** means a modification required to an Industry Code to which the licensee is a party, solely to give full and timely effect to a modification made to that or any other Industry Code;

**Contingent Discount** means a Discount which is not a Non-Contingent Discount and includes a Termination Fee;

**Contract** includes, as between the licensee and a Customer, a contract deemed to have been made because of paragraph 23 of Schedule 7 to the Utilities Act 2000 but does not include a Deemed Contract and related expressions must be read accordingly;

| | |
|---|---|
| **Credit Limiting** | means the practice by which the licensee limits the amount by which the total Charges for the Supply of Electricity accrued by a Domestic Customer under a Domestic Supply Contract may exceed the payments made by that Domestic Customer to the licensee under or in accordance with the relevant Domestic Supply Contract and related expressions must be read accordingly; |
| **Current Transformer Electricity Meter** | Means an Electricity Meter which uses a current transformer as part of the mechanism for measuring the electric current; |
| **Customer** | means any person supplied or requiring to be supplied with electricity at any premises in Great Britain but does not include any Authorised Electricity Operator in its capacity as such; |
| **Customer Credit Balances** | means the amount by which any payment made by the Customer to the licensee under or in accordance with the relevant Domestic Supply Contract and/or Non-Domestic Supply Contract which exceeds the total amount of Charge which is due and payable by the Customer to the licensee under that Domestic Supply Contracts and/or Non-Domestic Supply Contracts minus any amount refunded to the Customer; |
| **DCC** | means the holder of the DCC Licence. |
| **DCC Licence** | means the licence for the provision of a smart meter communication service granted pursuant to section 6(1)(f) or 6(1A) of the Electricity Act 1989. |
| **Dead Tariff** | means a Tariff in respect of an Evergreen Supply Contract which is not a Live Evergreen Tariff; |
| **Deemed Contract** | means, as between the licensee and a Customer, a contract deemed to have been made because of paragraph 3 of Schedule 6 to the Act but does not include a contract deemed to have been made because of paragraph 23 of Schedule 7 to the Utilities Act 2000; |
| **Designated Premises** | means Non-Domestic Premises at which a metering point falls within profile class 1, 2, 3 or 4 as defined in the Balancing and Settlement Code on 30 November 2012; |
| **Directive** | means Directive 2009/72/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC(a) as it has effect immediately before IP completion day as read with the modifications set out in the Act; |

| | |
|---|---|
| **Disadvantageous Unilateral Variation** | is to be interpreted in accordance with paragraph 23.3 of standard condition 23; |
| **Disconnect** | in relation to the supply of electricity only, means to stop that supply to a Domestic Premises and related expressions must be read accordingly; |
| **Discount** | means (excluding a Compensation Payment, an Outstanding Charges Discount, a Payment Difficulty Discount, FIT Payments and a Warm Home Discount) any form of payment, saving, rebate, benefit or reward (whether financial or otherwise) which is in any way linked or otherwise relates to a Domestic Supply Contract or Deemed Contract (and, for the avoidance of doubt, includes goods and services provided to a Domestic Customer free of charge or at a reduced charge); |
| **Distribution Code** | means, in relation to any Licensed Distributor, the Distribution Code required to be prepared by it and approved by the Authority in accordance with standard condition 9 (Distribution Code) of the Distribution Licence |
| **Distribution Connection and Use of System Agreement** | means the Distribution Connection and Use of System Agreement designated by the Authority in accordance with standard condition 9B (Distribution Connection and Use of System Agreement) of the Distribution Licence; |
| **Distribution Licence** | means a distribution licence granted or treated as granted under section 6(1)(c) of the Act; |
| **Distribution Services Area** | has the meaning given in and is to be interpreted in accordance with standard condition 2 (Application of Section C (Distribution Services Obligations)) of the Distribution Licence; |
| **Distribution System** | has the meaning given in standard condition 1 (Definitions and Interpretation) of the Distribution Licence; |
| **Domestic Customer** | means a Customer supplied or requiring to be supplied with electricity at Domestic Premises but excludes such Customer insofar as he is supplied or requires to be supplied at premises other than Domestic Premises; |
| **Domestic Premises** | has the meaning given in and is to be interpreted in accordance with standard condition 6 (Classification of premises); |
| **Domestic Supply Contract** | means a Contract for the supply of electricity to Domestic Premises; |

| | |
|---|---|
| **Domestic Supply Direction** | means a direction issued by the Authority under paragraph 3 of standard condition 3 (Application of Section B of standard conditions) to give effect to Section B of the standard conditions; |
| **Domestic Statement of Renewal Terms** | means a Notice provided prior to the end of a Fixed Term Supply Contract, in accordance with paragraph 31I.1(c) of standard condition 31I; |
| **Dual Fuel Discount** | means a Discount which the licensee may apply to a Tariff on the basis that the Same Domestic Customer is supplied with both electricity and gas from the licensee or the licensee and an Affiliate Licensee at the same Domestic Premises; |
| **Electricity Meter** | means a meter which conforms to the requirements of paragraph 2 of Schedule 7 to the Act and is of an appropriate type for measuring the quantity of electricity supplied; |
| **Electricity Supplier** | means any person Authorised to supply electricity; |
| **Electricity Supply Licence** | means an electricity supply licence granted or treated as granted under section 6(1)(d) of the Act; |
| **Electricity System Operator Licence** | means a licence granted or treated as granted under section 6(1)(da) of the Act; |
| **Electronic Communication** | means a message comprising text or an image of text that:<br>(a) is sent over a Public Electronic Communications Network;<br>(b) can be stored in that network or in the recipient's terminal equipment until it is collected by the recipient; and<br>(c) is in a particular form and is used for a particular purpose and the recipient of it has expressed a willingness, to the sender, to receive it in that form and for that purpose; |
| | means a Discount which is a monetary amount of a precise financial value and which is applied directly to a Unit Rate (or, if applicable, Unit Rates) or a Standing Charge (or, if applicable, Standing Charges); |
| **Elexon** | means Elexon Ltd, a company registered in England and Wales under registered number 03782949 whose registered office is at 4th Floor, 350 Euston Road, London, NW1 3AW; |
| **Energy Discount** | means a Discount which is a monetary amount of a precise financial value and which is applied directly to a Unit Rate |

| | |
|---|---|
| | (or, if applicable, Unit Rates) or a Standing Charge (or, if applicable, Standing Charges); |
| **Energy Performance Certificate** | has the meaning given to "energy performance certificate" in regulation 2(1) of (as the context requires):<br>(a) the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007; or<br>(b) the Energy Performance of Buildings (Scotland) Regulations 2008; |
| **Energy Ombudsman** | means the person appointed by the Secretary of State, and approved by the Authority, to administer the redress scheme within the meaning of section 48(1) of the Consumers, Estate Agents and Redress Act 2007; |
| **EPC UPRN** | means an Energy Performance Certificate Unique Property Reference Number; |
| **EPC Reference Number** | means the unique reference number under which data is registered pursuant to (as the context requires):<br>(a) regulation 31(3)(a) of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007; or<br>(b) regulation 10(5)(a) of the Energy Performance of Buildings (Scotland) Regulations 2008; |
| **ESME Technical Specification (or ESMETS)** | has the meaning given to 'Electricity Smart Metering Equipment Technical Specification (or ESMETS)' in the Smart Energy Code. |

**Estimated Annual Costs**

means a personalised and transparent calculation of the annual costs in pounds sterling (inclusive of value added tax) a consumer will pay on a given Domestic Supply Contract or Deemed Contract, which:

(a) includes any Non-Contingent Discounts (and for these purposes the definition of "Non-Contingent Discount" in condition 1 is to be treated as including an Online Account Management Discount and Dual Fuel Discount), and excludes any Contingent Discounts including any situation where the only conditions a Domestic Customer has to satisfy in order to receive a one-off Discount are the fact that they have entered into a Domestic Supply Contract and/or supply commences under that contract;

(b) includes any charges for Tied Bundles, where these can be expressed in p/day or p/kWh, and excludes any charges for Optional Bundles;

(c) is based on the Domestic Customer's Annual Consumption Details;

(d) is based on all reasonably available data and reasonable assumptions where appropriate; and

(e) is applied consistently when providing the Domestic Customer with a comparison of the relative cost of two or more Domestic Supply Contracts or Deemed Contracts;

**Estimated Annual Savings**

means:

(a) in the case of a Relevant Cheapest Tariff, the difference between the Estimated Annual Costs which apply to the Relevant Cheapest Tariff and the Domestic Customer's Estimated Annual Costs; and

in the case of an Alternative Cheapest Tariff, the difference between the Estimated Annual Costs which apply to the Alternative Cheapest Tariff and the Domestic Customer's Estimated Annual Costs;

| | |
|---|---|
| **Evergreen Supply Contract** | means a Domestic Supply Contract (or, where applicable, part of a Domestic Supply 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 Domestic Supply Contract; |
| **Exact Payment Method** | means the exact name used by the licensee to describe the payment method that applies to a particular Tariff (which must include a description of the characteristics of the payment method and, where applicable, the frequency of the payment method); |
| **Exact Tariff Name** | means the full and exact name used by the licensee to describe and promote a particular Tariff; |
| **Financial Ombudsman Service** | means the ombudsman scheme referred to in section 225 of the Financial Services and Markets Act 2000; |
| **Financial Year** | means a period of 12 months beginning on 1 April each year and ending on 31 March of the next calendar year; |
| **FIT Payments** | is to be interpreted in accordance with standard condition 33; |
| **Fixed Term Supply Contract** | means a Domestic Supply Contract (or, where applicable, part of a Domestic Supply Contract) with a fixed term period that applies to any of the terms and conditions of that Domestic Supply Contract; |
| **Form** | includes the means by which information is communicated and the way in which information is presented or structured; |
| **Fuel Security Code** | means the Fuel Security Code designated by the Secretary of State; |
| **Gas Supplier** | means any person who holds a Gas Supply Licence; |
| **Gas Supply Licence** | means a gas supply licence granted or treated as granted under section 7A(1) of the Gas Act 1986; |
| **Generation Licence** | means a generation licence granted or treated as granted under section 6(1)(a) of the Act; |
| **Green Deal Arrangements Agreement or GDAA** | means the Green Deal Arrangements Schedule to the Retail Energy Code taken together with those provisions of the Retail Energy Code with which Green Deal Users are required to comply, as referred to in that schedule and providing for such |

| | |
|---|---|
| | matters as are set out in standard condition 38 (Green Deal Arrangements Agreement) i; |
| **Green Deal Bill Payer** | means a "bill payer" within the meaning of the Green Deal Regulations; |
| **Green Deal Charge** | means a payment required to be made under a Green Deal Plan by a Green Deal Bill Payer, as referred to in section 1(6) of the Energy Act 2011; |
| **Green Deal Electricity Savings** | means, the annual financial savings (or increased costs) on consumption from electricity, as identified by the Green Deal Provider and notified to the licensee for the relevant Green Deal Plan; |
| **Green Deal Gas Savings** | means the annual financial savings (or increased costs) on consumption from gas, as identified by the Green Deal Provider and notified to the licensee for the relevant Green Deal Plan; |
| **Green Deal Licensee** | means a licensee that is a Mandatory Green Deal Licensee or a Voluntary Green Deal Licensee; |
| **Green Deal Other Fuel Savings** | means the annual financial savings (or increased costs) on consumption from fuel sources (other than electricity and gas), as identified by the Green Deal Provider and notified to the licensee for the relevant Green Deal Plan; |
| **Green Deal Plan** | has the meaning given to "green deal plan" in section 1(3) of the Energy Act 2011; |
| **Green Deal Premises** | has the meaning given in paragraph 7 of standard condition 6; |
| **Green Deal Provider** | a person who is authorised to act as a green deal provider under the Green Deal Regulations; |
| **Green Deal Ombudsman** | has the meaning given in the Green Deal Regulations; |
| **Green Deal Regulations** | means the Green Deal Framework (Disclosure, Acknowledgment, Redress etc.) Regulations 2012; |
| **Green Deal Relevant Date** | means:<br>(a) 1 October 2012; or<br>(b) 31 December each year; |
| **Green Deal User** | means an entity which has qualified (and remains qualified) as such under the Retail Energy Code; |

**Grid Code** means the Grid Code provided for in condition E3 (Grid Code) of the Electricity System Operator Licence;

**HAN** means, in relation to a Smart Metering System, the home area network operating within one or more harmonised frequency bands, which:

(a) is created by virtue of the HAN Interfaces of that Smart Metering System; and

(b) constitutes a means by which information can be exchanged between that Smart Metering System and any other device or system.

**HAN Connected Auxiliary Load Control Switch (or HCALCS)** means a device installed (or to be installed) at a premises, which:

(a) consists of the components or other apparatus identified in; and

(b) as a minimum, has the functional capability specified by and complies with the other requirements of,

a Version of the HCALCS Technical Specification which was within its Installation Validity Period on the date on which the device was installed

**HAN Date** means, in respect of each Domestic Premises, the date on which the HAN first extends into a part of the premises that is located within the main dwelling area of the premises.

**HAN Interface** means in respect of a Smart Metering System a HAN Interface:

(a) having the meaning given to that term in the Version of the ESME Technical Specification in accordance with which the Smart Metering System is maintained pursuant to the requirements of standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance); and

(b) which is operating at a frequency, and using the communications standards applicable to that frequency, as specified in that Version of the ESME Technical Specification.

| | |
|---|---|
| **HCALCS Technical Specification (or HCALCSTS)** | has the meaning given to it in the Smart Energy Code |
| **Holding Company** | means a holding company within the meaning of sections 1159 and 1160 of the Companies Act 2006; |
| **IHD Technical Specification** (or **IHDTS**) | . has the meaning given to it in the Smart Energy Code |
| **Industry Codes** | means any and all of the following:<br>(a) the Balancing and Settlement Code;<br>(b) the Connection and Use of System Code;<br>(c) the Distribution Code;<br>(d) the Distribution Connection and Use of System Agreement;<br>(e) the Grid Code;<br>(f) (not used); and<br>(g) the Retail Energy Code |
| **Information** | means information (other than information subject to legal privilege) in any form or medium and of any description specified by the Authority and includes any documents, accounts, estimates, returns, records or reports and data of any kind, whether or not prepared specifically at the request of the Authority; |
| **In-Home Display (or IHD**) | means a device provided at premises which, on the date on which it is provided:<br>(a) is a device of a type identified in a Version of the IHD Technical Specification which is within its Installation Validity Period on that date; and<br>(b) as a minimum, has the functional capability specified by and complies with the other requirements of that Version of the IHD Technical Specification. |
| **Installation Date** | means, in relation to a Smart Metering System: |

| | |
|---|---|
| | (a) where the system is installed after the Smart Metering Designated Date, the date on which it is installed; or<br><br>where the system is installed on or before the Smart Metering Designated Date, the Smart Metering Designated Date. |
| **Interconnector** | has the meaning given to "electricity interconnector" in section 4(3E) of the Act; |
| **Interconnector Licence** | means an interconnector licence granted or treated as granted under section 6(1)(e) of the Act; |
| **Installation Validity Period** | has the meaning given to it in the Smart Energy Code. |
| **IP completion day** | has the same meaning as that given in section 39(1) of the European Union (Withdrawal Agreement) Act 2020. |
| **Last Resort Supply Direction** | means a direction given by the Authority to the licensee that specifies or describes the premises to be supplied with electricity in accordance with standard condition 8 (Obligations under Last Resort Supply Direction); |
| **Last Resort Supply Payment** | means a sum of money payable to the licensee or any LRSP Permitted Assignee to compensate for any additional costs incurred by the licensee in complying with a Last Resort Supply Direction; |
| **Licensed Distributor** | means any holder of a Distribution Licence; |
| **Licensed Distributor's Enquiry Service** | means, in relation to the Licensed Distributor whose system is connected to the Customer's premises, the service established and operated by that distributor under standard condition 6 (Safety and Security of Supplies Enquiry Service) of the Distribution Licence, which may be used by any person to receive reports and offer information, guidance or advice about any matter or incident that:<br><br>(a) causes danger or requires urgent attention, or is likely to cause danger or require urgent attention, in relation to the supply or distribution of electricity; or<br><br>affects or is likely to affect the maintenance of the security, availability and quality of service of the Distribution System through which premises are supplied with electricity; |

| | |
|---|---|
| **Live Evergreen Tariff** | means one Tariff in respect of an Evergreen Supply Contract which continues to be capable of being entered into by all Domestic Customers in the Region in which the Tariff is available; |
| **Live Evergreen Tariffs** | means one or more Tariffs in respect of an Evergreen Supply Contract which continues to be capable of being entered into by all Domestic Customers in the Region in which the Tariffs are available; |
| **Live Fixed Term Tariff** | means a Tariff in respect of a Fixed Term Supply Contract which continues to be capable of being entered into by all Domestic Customers in the Region in which the Tariff is available; |
| **Load Limiting** | means the practice by which the licensee limits the number of kilowatts or kilowatt hours supplied to a Domestic Premises in accordance with a Domestic Supply Contract and related expressions must be read accordingly; |
| **LRSP Permitted Assignee** | means a person to whom the licensee has assigned or otherwise disposed of all or any of its rights in relation to or arising from a Last Resort Supply Payment pursuant to Condition 9 (Claims for Last Resort Supply Payment), with the Authority's consent. |
| **Mandatory Green Deal Licensee** | means a licensee that as at a Green Deal Relevant Date:<br>(a) supplied electricity to at least 250,000 Customers; or<br>(b) together with its Affiliates jointly supplied electricity to at least 250,000 Customers; |
| **Maintenance Validity Period** | has the meaning given to it in the Smart Energy Code. |
| **Metering Equipment** | means an Electricity Meter and any associated equipment which materially affects the operation of that meter; |
| **Mutualised** | means one or more market participants other than the licensee bearing costs incurred by the licensee, which may include Customer Credit Balances and costs incurred by the licensee under government environmental and social schemes, by virtue of regulatory mechanisms. |

| | |
|---|---|
| **New Supplier** | means, in relation to a relevant premises, the Electricity Supplier that became the Relevant Electricity Supplier for the relevant premises by virtue of the most recent Supplier Transfer. |
| **Non-Contingent Discount** | means, excluding a Dual Fuel Discount and an Online Account Management Discount, an Energy Discount which is not dependent on any of the following:<br>(a) the occurrence of an event or period of time;<br>(b) the actions or omissions of a Domestic Customer after they have entered into a Domestic Supply Contract; |
| **Non-Domestic Customer** | means a Customer who is not a Domestic Customer; |
| **Non-Domestic Outstanding Charges** | means the amount of any Charges which are due to the licensee from a Non-Domestic Customer under a Non-Domestic Supply Contract or a Deemed Contract, and which remain unpaid. |
| **Non-Domestic Premises** | has the meaning given in and is to be interpreted in accordance with standard condition 6 (Classification of premises); |
| **Non-Domestic Supply Contract** | means a Contract for the supply of electricity to Non-Domestic Premises, as varied from time to time; |
| **Non-Energy Product** | means any goods and/or services that could not reasonably be considered as being directly related to the supply of gas and or electricity to premises; |
| **Non-Green Deal Licensee** | means a licensee that is not a Green Deal Licensee; |
| **Non-Green Deal Premises** | has the meaning given in paragraph 8 of standard condition 6; |
| **Non-Half-Hourly Meter** | means an Electricity Meter other than one which is configured to record the quantity of electricity (calculated in kWh) supplied to premises during each half-hour period of supply; |
| **Non-Time of Use Tariff** | means a Tariff which is not a Time of Use Tariff; |
| **Notice** | means notice given directly to a person in Writing; |
| **Offline Account Management** | means any account management arrangement which is not Online Account Management; |

| | |
|---|---|
| **Old Supplier** | means, in relation to a relevant premises, the Electricity Supplier that was, immediately prior to the most recent Supplier Transfer, the Relevant Electricity Supplier for the relevant premises. |
| **Online Account Management** | means any arrangement whereby a Customer does not receive a paper version of a Bill or statement of account and would need to access the internet and use a computer or communication device; |
| **Online Account Management Discount** | means a Discount which the licensee may apply to a Tariff on the basis that the Domestic Customer is subject to Online Account Management; |
| **Open Standard Format** | means a format or software whose design principles (or "standard"):<br>(a) are fully published and publicly available free of charge;<br>(b) may be implemented, modified and adapted free of charge (including without the need for payment in respect of any rights essential to implementation of the standard, or necessary for interfacing with other implementations which have adopted that same standard); and<br>otherwise adheres to the definition of "open standard" provided within the Cabinet Office's guidance entitled "Open Standards principles" as updated on 27 September 2013.[1] |
| **Optical Label** | means a two-dimensional optical machine-readable image or code containing data embedded within such image or code in an Open Standard Format, which can be scanned, accessed and automatically processed with a Relevant Device. |
| **Optional Bundle** | means an Opt-in Bundle or an Opt-out Bundle; |
| **Opt-in Bundle** | means one or more Non-Energy Products (which may include a choice from a selection of Non-Energy Products) that does not initially form part of a Tariff, but which the Domestic Customer can choose to receive and which would then form part of or in any way be linked to a Tariff; |
| **Opt-out Bundle** | means one or more Non-Energy Products (which may include a choice from a selection of Non-Energy Products) that is offered as part of, or in any way linked to, a Tariff, but which the Domestic Customer can choose not to receive; |

| | |
|---|---|
| **Other Outstanding Charges** | means the amount of any charges for goods and/or services (other than Charges) which are due to the licensee from a Domestic Customer, have been demanded of that Domestic Customer by the licensee in Writing at least 28 days previously and remain unpaid; |
| **Outstanding Charges** | means the amount of any Charges which are due to the licensee from a Domestic Customer, have been demanded of that Domestic Customer by the licensee in Writing at least 28 days previously and remain unpaid; |
| **Outstanding Charges Discount** | means any form of reduction, saving, or write-off provided by the licensee in respect of a specific Domestic Customer (including a Domestic Customer whose identity is unknown) on the basis that the Domestic Customer has Outstanding Charges and/or Other Outstanding Charges; |
| **PPMID Technical Specification** | means the part(s) of the SME Technical Specification which:<br>(a) identifies itself as such; and<br>(b) applies in respect of a PPMID,<br>and any reference to a "Version" in the context of a PPMID Technical Specification shall be read as a reference to the Version of the SME Technical Specification in which the PPMID Technical Specification is included. |
| **Payment Difficulty Discount** | means any form of reduction, saving, or write-off provided by the licensee in respect of a specific Domestic Customer on the basis that paragraph 27.5 of standard condition 27 applies in respect of that Domestic Customer; |
| **Pensionable Age** | means, in relation to any person, pensionable age within the meaning given by section 48(2B) of the Gas Act 1986; |
| **Prepayment Meter** | includes any Electricity Meter operating in a mode which requires a Customer to pay Charges in advance, and references to the installation or removal of a Prepayment Meter includes the switching of any Electricity Meter to or from such a mode; |
| **Prepayment Meter Interface Device** (or **PPMID**) | means either a SMETS1 PPMID, or a device installed (or to be installed) at a premises, which:<br>(a) consists of the components or other apparatus identified in; and |

(b) as a minimum, has the functional capability specified by and complies with the other requirements of,

a Version of the PPMID Technical Specification which was within its Installation Validity Period on the date on which the device was installed.

**PPMID Technical Specification** (or **PPMIDTS**) has the meaning given to it in the Smart Energy Code.

**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 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 Non-Domestic Customers any Third Party Costs, required to be paid or due to be paid in respect of a Non-Domestic Supply Contract and to be presented as defined in condition 20.6B.

**Principal Version** has the meaning given to it in the Smart Energy Code.

**Priority Services Register** means the register of certain of its Domestic Customers established and maintained by the licensee in accordance with standard condition 26 (Services for specific Domestic Customer groups);

**Promotional Materials** means documents, other than newspapers and magazines, that are handed out or sent directly to consumers and are intended to promote the sale of electricity;

**Proposed Supplier Transfer** in relation to any premises at which an Electricity Supplier is supplying electricity, means the proposed transfer of responsibility for that supply from that Electricity Supplier to any other Electricity Supplier;

**Protocol** means the arrangements in force under the Retail Energy Code by which Charges owed to an Electricity Supplier by a Domestic Customer to whom electricity is supplied through a Prepayment Meter may be assigned to any other Electricity Supplier;

| | |
|---|---|
| **Public Electronic Communications Network** | has the meaning given in section 151 of the Communications Act 2003; |
| **Region** | means any location within Great Britain; |
| **Regulation** | means Regulation (EU) 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity (recast) as it has effect immediately before IP completion day as read with the modifications set out in the SI 2020/1006. |
| **Relevant Cheapest Evergreen Tariff** | means, in comparison with the Estimated Annual Costs for each specific Domestic Customer's Tariff, the cheapest Tariff for an Evergreen Supply Contract available from the licensee (or, where there are any Affiliate Licensees, the licensee and any Affiliate Licensees) for that Domestic Customer based on:<br><br>(a) their Estimated Annual Costs applied in respect of the cheapest Tariff for an Evergreen Supply Contract, rather than the Tariff the Domestic Customer is currently subject to;<br><br>(b) their current payment method;<br><br>(c) their current Relevant Meter Type;<br><br>(d) where the Domestic Customer is subject to a Prepayment Meter, the cheapest Tariff for an Evergreen Supply Contract compatible with the Prepayment Meter installed at the Domestic Customer's premises;<br><br>(e) their Account Management Arrangement;<br><br>(f) where the Domestic Customer is subject to a White Label Tariff, a White Label Tariff of the same White Label Tariff Provider; and<br><br>(g) where the Domestic Customer is not subject to a White Label Tariff, a Tariff which is not a White Label Tariff; |
| **Relevant Cheapest Tariff** | means, in comparison with the Estimated Annual Costs for each specific Domestic Customer's Tariff, the cheapest Tariff available from the licensee (or, where there are any Affiliate Licensees, the licensee and any Affiliate Licensee) for that Domestic Customer based on: |

(a) their Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff the Domestic Customer is currently subject to;

(b) where the Domestic Customer is not subject to a Prepayment Meter, the cheapest Tariff compatible with the Electricity Meter installed at the Domestic Customer's premises;

(c) where the Domestic Customer is subject to a Prepayment Meter, the cheapest Tariff compatible with the Prepayment Meter installed at the Domestic Customer's premises;

(d) their Account Management Arrangement;

(e) where the Domestic Customer is subject to an Evergreen Supply Contract, an Evergreen Supply Contract;

(f) where the Domestic Customer is subject to a Fixed Term Supply Contract, a Fixed Term Supply Contract;

(g) consideration of both Time of Use Tariffs for which appropriate consumption data is available and Non-Time of Use Tariffs;

(h) where the Domestic Customer is subject to a White Label Tariff, a White Label Tariff of the same White Label Tariff Provider; and

(i) where the Domestic Customer is not subject to a White Label Tariff, a Tariff which is not a White Label Tariff;

**Relevant Communications Hub** means a Communications Hub which on the date it is installed at the Domestic Premises complies with a Version of the CH Technical Specification which is within its Installation Validity Period.

**Relevant Contract Change Notice** means a Notice provided prior to the event of a Disadvantageous Unilateral Variation or an increase in the Charge(s) for the Supply of Electricity to a Domestic Premises, in accordance with paragraphs 31I.1(a) and 31I.1(b) of standard condition 31I;

**Relevant Data Items for Electricity** means the following information items:

a) the Domestic Customer's postcode;

b) the brand name the licensee uses to refer to the relevant supplier, followed by the registered company name of the licensee in round brackets;

c) the Domestic Customer's Exact Tariff Name;

d) the Exact Payment Method which applies to the Domestic Customer;

e) the Meter Point Administration Number (MPAN) of the Domestic Customer's Electricity Meter;

f) the Domestic Customer's Annual Consumption Details in kilowatt hours; in the case of electricity Tariffs with Time of Use Rates, the Annual Consumption Details should be shown as split between quantities of electricity consumed at each applicable rate by means of a forward slash ("/"); and;

the start and end date of the annual period relating to the Domestic Customer's Annual Consumption Details given at (f) above in the form "DDMMYYYY-DDMMYYYY"

**Relevant Data Items for Gas** has the meaning given to that term in Standard Condition 1 of Gas Supply Licences.

**Relevant Device** means a portable electronic device with an inbuilt digital camera and that is capable of:

(a) accessing and operating the Internet;

(b) scanning, accessing and loading data items from an optical machine-readable image or code; and

automatically processing data items embedded within such an image or code with the use of a web-based or other software program.

**Relevant Distributor** in relation to any premises, means, except in standard condition 15 (Assistance for areas with high distribution costs scheme: payments to the ISOP), the Licensed Distributor to whose Distribution System those premises are connected and in whose licence Section B has effect;

**Relevant Electricity Supplier** in relation to any premises, means the Electricity Supplier that is supplying electricity to the premises;

**Relevant Fixed Term Default Tariff** means a Fixed Term Supply 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 existing Fixed Term Supply Contract for that Domestic Customer, including in respect of:

(i) their current payment method;

(ii) their current Relevant Meter Type;

(iii) their current 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;

(b) must not provide for a Domestic Customer to pay a Termination Fee; and

(c) is cheaper than or as cheap as the licensee's Relevant Cheapest Evergreen Tariff for the particular Domestic Customer, based on a comparison of their respective Estimated Annual Cost;

**Relevant Meter Type** means using an Electricity Meter on the basis of only one of the following contractual arrangements:

(a) a Category A Metering Arrangement;

(b) a Category B Metering Arrangement;

(c) a Category C Metering Arrangement;

(d) a Category D Metering Arrangement; or

(e) a Category E Metering Arrangement;

| | |
|---|---|
| **Relevant Ombudsman** | means any of the Green Deal Ombudsman, the Energy Ombudsman or the Financial Ombudsman Service; |
| **Representative** | in relation to the licensee, means any person directly or indirectly authorised to represent the licensee in its dealings with Customers; |
| **Retail Energy Code** | means the Retail Energy Code designated by the Authority in accordance with standard condition 11B (Retail Energy Code) of the licensee's Electricity Supply Licence |
| **Same Domestic Customer** | means a Domestic Customer which, following all reasonable steps being taking by the licensee, can reasonably be identified as being the same person which is supplied with both electricity and gas from the licensee or the licensee and an Affiliate Licensee at the same Domestic Premises; |
| **SEC Panel** | has the meaning given to it in the DCC Licence. |
| **Section B** | means the section of the standard conditions of that name which is given effect in this licence in accordance with standard condition 3 (Application of Section B of standard conditions) and, if it has effect, allows the licensee to supply electricity to Domestic Premises; |
| **Security Deposit** | means a deposit of money as security for the payment of Charges; |
| **Significant Managerial Responsibility or Influence** | means where a person plays a role in—<br>(a) the making of decisions about how the whole or a substantial part of a licensee's activities are to be managed or organised, or<br>(b) the actual managing or organising of the whole or a substantial part of those activities. |
| **Smart Energy Code** | means the document of that name, as designated by the Secretary of State under Condition 22 of the DCC Licence.<br>(a) |
| **Smart Metering Designated Date** | means 18 December 2012 ; |

**Smart Metering System**

means, in respect of any Domestic Premises or Designated Premises:

(a) a system installed at such premises for the purposes of the supply of electricity to those premises which on the Installation Date:

(i) consists of an Electricity Meter and any associated or ancillary devices identified in a Version of the ESME Technical Specification which is:

(A) within its Installation Validity Period; and

(B) the same Version in respect of all such devices;

(ii) as a minimum, has the functional capability specified by and complies with the other requirements of that Version of the ESME Technical Specification; and

(iii) where the premises is a Domestic Premises, except where that Version of the ESME Technical Specification has a Principal Version number of 1, includes a Relevant Communications Hub, or

(b) a system installed at such premises on or before 30 June 2021 (or such later date as may be specified in a direction issued by the Secretary of State under this paragraph) for the purposes of the supply of electricity to those premises which on the Installation Date:

(i) consists of an Electricity Meter and any associated or ancillary devices identified in a Version of the ESME Technical Specification with a Principal Version number of 1 and is the same Version in respect of all such devices; and

(ii) as a minimum, has the functional capability specified by and complies with the other requirements of that Version of the ESME Technical Specification,

and where such a system installed at a Domestic Premises or Designated Premises is a Smart Metering System on the Installation Date it shall continue to be a Smart Metering System until such date as it is removed from the premises in its entirety.

| | |
|---|---|
| **SAPC Technical Specification (or SAPCTS)** | has the meaning given to it in the Smart Energy Code. |
| **SMETS1 ESME** | has the meaning given to it in the Smart Energy Code. |
| **SMETS1 PPMID** | has the meaning given to it in the Smart Energy Code. |
| **SMETS1 Smart Metering System** | means a Smart Metering System that meets the requirements of a Version of the ESME Technical Specification with a Principal Version number of 1. |
| **SMETS2+ Smart Metering System** | means a Smart Metering System that meets the requirements of a Version of the ESME Technical Specification with a Principal Version number that is greater than 1. |
| **SM WAN** | has the meaning given to it in the Smart Energy Code. |
| **Specified Frequency Band** | means the 2400 - 2483.5 MHz harmonised frequency band. |
| **Specified Sequence** | means the following fields in the following order, in each case separated by a 'comma' delimiter:<br>i. Relevant Data Item for Electricity (a) (Domestic Customer's postcode);<br>ii. Relevant Data Item for Electricity (b) (brand name and registered company name of the licensee) followed by Relevant Data Item for Gas (b) (brand name and registered company name of the licensee) separated by a forward slash ("/");<br>iii. Relevant Data Item for Electricity (c) (Domestic Customer's Exact Tariff Name for electricity);<br>iv. Relevant Data Item for Gas (c) (exact tariff name for gas);<br>v. Relevant Data Item for Electricity (d) (Exact Payment Method for electricity supply);<br>vi. Relevant Data Item for Gas (d) (exact payment method for gas supply);<br>vii. Relevant Data Item for Electricity (e) (MPAN);<br>viii. Relevant Data Item for Gas (e) (meter point reference number); |

ix. Relevant Data Item for Electricity (f) (Annual Consumption Details for electricity supply);

x. Relevant Data Item for Gas (f) (annual consumption details for gas supply); and

xi. Relevant Data Item for Electricity (g) (start and end date for Annual Consumption Details), followed by Relevant Data Item for Gas (g) (start and end date for Annual Consumption Details) separated by a forward slash ("/").

Where the Domestic Customer is supplied with electricity only, or where the licensee uses a separate Optical Label for the Relevant Data Items for Gas, any data item referred to at (ii), (iv), (vi), (viii), (x) and (xi) above, which are Relevant Data Items for Gas shall be included as blank fields (in the case of (ii) and (xi) they should be included as blank components of fields).

**Standalone Auxiliary Proportional Controller (or SAPC)** means a device installed (or to be installed) at a premises, which:

(a) consists of the components or other apparatus identified in; and

(b) as a minimum, has the functional capability specified by and complies with the other requirements of,

a Version of the SAPC Technical Specification which was within its Installation Validity Period on the date on which the device was installed.

**Standing Charge** means a monetary amount that is chargeable to a Customer on a daily basis and which is chargeable in addition to charges arising on the basis of a Unit Rate;

**Statutory Disconnection Power** means paragraphs 5(3)(Restoration of connection without consent) and 6(3) (Damage to electrical consent etc) of Schedule 6 and paragraph 11(3) (Interference with meters) of Schedule 7 to the Electricity Act 1989

**Sub-Version** has the meaning given to it in the Smart Energy Code.

**Supplier** means any person authorised to supply gas and/or electricity by virtue of a Gas Supply Licence and/or an Electricity Supply Licence;

**Supply Number** means a number relevant to the registration of a Customer that is prescribed by the Retail Energy Code;

| | |
|---|---|
| **Supply Services Area** | means the area specified as such by the Authority under standard condition 3 (Application of Section D (Supply Services Obligations)) of the licensee's Electricity Supply Licence in the form in which that licence was in force at 31 July 2007; |
| **Tariff** | means the Charges for the Supply of Electricity combined with all other terms and conditions that apply, or are in any way linked, to a particular type of Domestic Supply Contract or particular type of Deemed Contract; |
| **Tariff Information Label** | has the meaning given in standard condition 31BF.11; |
| **Tariff Name** | means, excluding a prefix or suffix used to refer to a brand name, any name used by the licensee (or, where there are any Affiliate Electricity Licensees, the licensee and any Affiliate Electricity Licensees) to describe, advertise or promote a Tariff; |
| **Technical Specification** | means:<br>(a) in respect of a Smart Metering System, the ESME Technical Specification ;<br>(b) in respect of a Communications Hub, the CH Technical Specification;<br>(c) in respect of an In-Home Display, the IHD Technical Specification;<br>(d) in respect of a HAN Connected Auxiliary Load Control Switch, the HCALCS Technical Specification;<br>(e) in respect of a Prepayment Meter Interface Device, the PPMID Technical Specification;<br>(f) in respect of a Standalone Auxiliary Proportional Controller, the SAPC Technical Specification. |
| **Termination Fee** | means any sum of money or other compensation (whether financial or not) which might be demanded of a Customer solely because his Contract or Deemed Contract has ended and/or any sum of money or other reward (whether financial or not) which would have been provided to a Customer if he continued to be supplied under a particular Domestic Supply Contract for a particular period of time and might not be provided to that Customer solely because that Domestic Supply Contract has ended before that period of time has elapsed; |

| | |
|---|---|
| **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 Non-Domestic Customer 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 Non-Domestic Customer Contract, that are passed on to the Non-Domestic Customer. |
| **Tied Bundle** | means a Non-Energy Product that is offered as part of, or which is in any way linked to, a Tariff and which the Domestic Customer has to receive; |
| **Time of Use Rates** | means any contractual arrangement whereby the Charges for the Supply of Electricity include two or more Unit Rates in circumstances where no more than one Unit Rate applies to any given period of time |
| **Time of Use Tariff** | means a Tariff whereby the Charges for the Supply of Electricity include two or more Unit Rates in circumstances where no more than one Unit Rate applies to any given period of time; |
| **Trade Sale** or **Trade Purchase** | means a commercial transaction in which the licensee agrees the transfer of rights under one or more Domestic Supply Contracts and/or Non-Domestic Supply Contracts, or the novation of one or more Domestic Supply Contracts and/or Non-Domestic Supply Contracts. |
| **Undertaking** | has the meaning given in section 259 of the Companies Act 1985; |
| **Unit Rate** | means the monetary amount that is chargeable in respect of each unit of electricity consumed; |
| **Valid** | in relation to a Technical Specification as defined in standard condition 53 (Technical Specifications) has the meaning given in paragraph 53.4 of that condition |
| **Version** | has the meaning given to it in the Smart Energy Code |
| **Virtual WAN Communications Hub** | means a Communications Hub that has the capability to connect to a Virtual WAN Device. |

| | |
|---|---|
| **Virtual WAN Device** | means a device which can connect to a Customer's internet connection, and which can use that internet connection to convey messages between a Virtual WAN Communications Hub and the DCC, as further described in the Smart Energy Code. |
| **Voluntary Green Deal Licensee** | means a licensee who is not a Mandatory Green Deal Licensee but who is a Green Deal User under the Retail Energy Code; |
| **Warm Home Discount** | means a monetary amount provided by the licensee pursuant to regulations made under section 11 of the Energy Act 2010; |
| **Website** | means a website controlled and used by the licensee to communicate with a Customer for reasons relating to the supply of electricity; |
| **White Label Tariff** | means a Tariff:<br><br>(a) offered by virtue of an Electricity Supply Licence of the licensee or an Affiliate Licensee;<br><br>(b) which uses the brand name of a person that does not hold an Electricity Supply Licence (excluding any Subsidiary, Holding Company, or Subsidiary of a Holding Company of the licensee which does not hold a Electricity Supply Licence); and<br><br>(c) in respect of which the licensee does not, using its own brand name, engage in activities that are directed at or incidental to identifying and communicating with Domestic Customers for the purpose of promoting the tariff to them. For the avoidance of doubt, this paragraph (c) does not in any way relieve the licensee of any obligations to provide information to a Domestic Customer arising under any relevant provisions of legislation, law or other licence conditions. |
| **White Label Tariff Provider** | means the person that owns the brand name used for a White Label Tariff. |
| **Winter** | means the months of October, November, December, January, February and March; |
| **Working Day** | means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day that is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971; |
| **Writing** | includes writing sent or received by Electronic Communication and "**Written**" shall be construed accordingly. |

# Condition 2. Interpretation of standard conditions

## General rules of interpretation

2.1 Unless the context otherwise requires, any word or expression defined in the Act, the Utilities Act 2000 or the Energy Act 2004 has the same meaning when used in the standard conditions of this licence.

2.2 Unless the context otherwise requires, any reference in the standard conditions of this licence to an industry code, an agreement or a statement is a reference to that code, agreement or statement as modified, supplemented, transferred, novated or replaced from time to time and any reference to a statute or subordinate legislation is a reference to that statute or subordinate legislation as amended or re-enacted from time to time.

2.3 The heading or title of any section, standard condition, schedule, paragraph or sub-paragraph in the standard conditions of this licence is for convenience only and does not affect the interpretation of the text to which it relates.

2.4 Unless the context otherwise requires:

(a) any reference in the standard conditions of this licence to a section, standard condition, schedule, paragraph or sub-paragraph is a reference to it in the standard conditions of this licence;

(b) any reference in a standard condition of this licence to a paragraph or sub-paragraph is a reference to it in that standard condition; and

(c) any reference in the standard conditions of this licence to any natural or legal person includes that person's successors.

2.5 Any reference in the conditions of this licence to any of the following:

(a) a provision of the conditions of this licence;

(b) a provision of the conditions of the Distribution Licence;

(c) a provision of the conditions of the Generation Licence;

(d) not used

(e) a provision of the conditions of the Interconnector Licence, or

(f) a provision of the conditions of the Electricity System Operator Licence.

is to be read, if the conditions of this licence or of any of the other licences are subsequently modified, as a reference (so far as the context permits) to the corresponding provision of the relevant conditions.

2.5A Unless the context or a standard condition otherwise requires,

(a) words and expressions referencing the masculine gender include the feminine;

(b) words and expressions referencing the feminine gender include the masculine;

(c) words and expressions in the singular include the plural and words and expressions in the plural include the singular.

## Performance of obligations

2.6 Where any obligation in this licence is required to be performed by a specified date or time or within a specified period and the licensee has failed to do so, the obligation will continue to be binding and enforceable after the specified date or time or after the end of the specified period, without prejudice to all rights and remedies available against the licensee in relation to its failure.

## Specific application of powers

2.7 Unless a contrary intention appears, any power of the Authority under any provision of this licence:

(a) to give a direction, consent, derogation, approval or designation is a power:

(i) to give it to such extent, for such period of time and subject to such conditions as the Authority thinks reasonable in all the circumstances of the case; and

(ii) to revoke or amend it (after consulting with the licensee or, for the purpose of a Domestic Supply Direction given under standard condition 3 (Application of Section B of standard conditions), with the consent of the licensee) or give it again under that power; and

(b) to make a determination or a decision is a power:

(i) to make it subject to such conditions as the Authority thinks reasonable in all the circumstances of the case; and

(ii) to make it again under that power.

2.8 Any direction, consent, derogation, determination, approval, designation, decision or other instrument given or made by the Authority under this licence will be in Writing.

## Date to be specified

2.9 In each case in which the Authority may specify a date under the standard conditions of this licence, it may specify:

(a) that date; or

(b) the means by which that date is to be determined.

## Continuing effect

2.10 Anything done under or because of a standard condition of this licence, which is in effect immediately before that standard condition is modified, has continuing effect for so long as it is permitted or required by or under the modified standard condition.

2.11 Without prejudice to the generality of paragraph 2.10, every direction, consent, determination, designation, approval, decision or other instrument given or made by the Authority or by a licensing scheme made under Schedule 7 to the Utilities Act 2000 in relation to a standard condition of this licence, which is in effect immediately before that standard condition is modified, has continuing effect for so long as it is permitted or required by or under the modified standard condition.

## Specific Application of Powers – Secretary of State

2.12 Unless a contrary intention appears, any power of the Secretary of State under standard condition 1, 12, 39, 40, 45, 45A, 46, 49, 53, 54 or 55 of this licence to give a direction, and any power of the Secretary of State under standard condition 47 or 55 of this licence to give an approval, is a power:

(a) to give it to such extent, for such period of time and subject to such conditions as the Secretary of State thinks reasonable in all the circumstances of the case; and

(b) to revoke or amend it (after consulting with the licensee) or give it again under that power.

2.13 Any direction given by the Secretary of State under standard condition 1, 12, 39, 40, 45, 45A, 46, 49, 53, 54 or 55 of this licence, and any approval given by the Secretary of State under standard condition 47 or 55 of this licence, will be in Writing.

2.14 In each case in which the Secretary of State may specify a date under standard condition 12, 39, 40, 45, 45A, 46, 49, 54 or 55 of this licence, he may specify:

(a) that date; or

(b) the means by which that date is to be determined.

2.15 Without prejudice to the generality of paragraph 2.10, every direction given by the Secretary of State in relation to standard condition 1, 12, 39, 40, 45, 45A, 46, 49, 53, 54 or 55 of this licence, and every approval given by the Secretary of State under standard condition 47 or 55 of this licence, which is in effect immediately before that standard condition is modified, has continuing effect for so long as it is permitted or required by or under the modified standard condition.

## Condition 3. Application of Section B of standard conditions

3.1 Section B of the standard conditions will have effect in this licence if:

(a) the Secretary of State has provided, by a scheme made under Schedule 7 to the Utilities Act 2000, that it will have effect; or

(b) the Authority issues a Domestic Supply Direction under paragraph 3.3.

3.2 If Section B of the standard conditions does not have effect in this licence, the licensee:

(a) must not supply electricity to any Domestic Premises; and

(b) will not be required to comply with any of the requirements of that section of this licence.

3.3 After the Authority receives an application from the licensee in accordance with the Application Regulations, it may issue a Domestic Supply Direction to the licensee.

3.4 If the licensee applies to the Authority in Writing:

(a) for a variation of the terms under which Section B of the standard conditions has effect in this licence; or

(b) for Section B of the standard conditions to stop having effect in this licence,

the Authority may approve that variation or cessation and specify the date on and from which it will have effect.

## Condition 4. Not used

# Condition 4A. Operational capability

4A.1 The licensee must ensure it has and maintains robust internal capability, systems and processes to enable the licensee to:

(a) efficiently and effectively serve each of its Customers;

(b) efficiently and effectively identify likely risks of consumer harm and to mitigate any such risks; and

(c) comply with relevant legislative and regulatory obligations.

## Meeting the operational capability principle

4A.2 The licensee must have Sufficient Control over the Material Economic and Operational Assets used or needed to run its supply business.

## Guidance

4A.3 The licensee must have regard to any guidance on standard condition 4A (including in respect of definitions which appear in standard condition 1) which, following consultation, the Authority may issue and may from time to time revise

## Condition 4B. Financial responsibility principle

4B.1 The licensee must ensure that it maintains Capital and Liquidity of sufficient amount and Quality that it is able to meet its reasonably anticipated financial liabilities as they fall due on an ongoing basis.

4B.2 The licensee must ensure that, were it to exit the supply market (due to insolvency, licence revocation or in any other circumstances), its operational and financial arrangements are such that any Supplier of Last Resort or special administrator appointed would be able to efficiently and effectively serve its customers and that the exit would result in minimised Mutualised costs.

4B.3 The licensee shall at all times manage responsibly costs that could be Mutualised and take appropriate action to minimise such costs.

### Meeting the financial responsibility principle

4B.4 The licensee shall at all times have adequate financial arrangements in place to meet its costs at risk of being Mutualised.

4B.5 Where the licensee uses a Material Economic and Operational Asset to meet obligations under this condition, the licensee must have Sufficient Control over it.

4B.6 The licensee shall not liquidate, sell or otherwise dispose of Material Economic and Operational Assets it uses to meet its obligations under this condition, if doing so risks an increase in costs at risk of being Mutualised.

4B.7 If any of the Trigger Points have occurred, the licensee must notify the Authority 28 days before making any payment, providing any loan or transferring any asset to any third party unless that payment, loan or transfer is one that it is essential to the licensee's operation as a supplier of electricity to consumers. The licensee must continue to notify the Authority in respect of such payments until the Authority has confirmed in writing that such notification is no longer required.

### Monitoring and Reporting

4B.8 The licensee must notify the Authority in writing: (i) as soon as reasonably practicable but no later than 7 days after it becomes aware that there is a Material risk that any of the Trigger Points set out in sub-paragraphs (a) to (d) will occur; and (ii) as soon as reasonably practicable but no later than 7 days after it becomes aware that any of the following Trigger Points have occurred:

(a) any reduction in the licensee's Access to Funds, where this may impact the licensee's ability to meet standard conditions 4B.1, 4B.2, 4B.3, 4B.4, 4B.5 and 4B.6;

(b) any changes with respect to the licensee's contractual arrangements with counterparties, where this may impact the licensee's ability to meet standard conditions 4B.1, 4B.2, 4B.3, 4B.4, 4B.5 and 4B.6; or

(c) any change that could have a Material adverse effect in respect to the cash position of the licensee; or

(d) the licensee's monthly average Cash is less than 20% of the value of the its Domestic Customer Credit Balances (the " Cash Coverage Trigger").

4B.9 Where the licensee notifies the Authority in accordance with standard condition 4B.8, it must, along with the notification, explain the impact that the relevant change will have, may have or has had on its ability to meet standard conditions 4B.1, 4B.2, 4B.3, 4B.4, 4B.5 and 4B.6.

## Annual Adequacy Self-Assessment

4B.10 The licensee must submit an annual assessment ("the Annual Adequacy Self-Assessment") at least once every 12 calendar months.

4B.11 The Annual Adequacy Self-Assessment must set out the how the licensee:

(a) has complied with standard conditions 4B.1, 4B.2, 4B.3, 4B.4, 4B.5,4B.6 and 4B.16 over the previous 12 calendar months; and

(b) intends to comply with standard conditions 4B.1, 4B.2, 4B.3, 4B.4, 4B.5,4B.6 and 4B.16 for the next 12 consecutive calendar months.

(c) has met the Capital Target or has complied with standard condition 4B.18 and 4B.20 over the previous 12 calendar months; and

(d) intends to meet the Capital Target or intends to comply with standard condition 4B.18 and 4B.20 over the next 12 consecutive calendar months.

4B.12 The first Annual Adequacy Self-Assessment must be submitted to the Authority no later than 31 March 2024.

4B.13 The licensee must, within 28 days of this standard condition taking effect, notify the Authority of the date on which it will submit the Annual Adequacy Self-Assessment (the "Submission Date") for the purpose of standard condition 4B.10.

4B.14 The licensee may notify the Authority of a revised Submission Date for the purpose of standard condition 4B.10 provided that the revised Submission Date will not result in the licensee submitting information relating to a period of more than 12 consecutive months.

4B.15 The licensee must submit a signed declaration of financial and operational adequacy ("Certificate of Adequacy") with the Annual Adequacy Self-Assessment. The Certificate of Adequacy must be signed by the licensee's Chief Financial Officer or a senior official of the licensee with equivalent responsibility.

## Capital Floor and Capital Target

4B.16 If the licensee supplies to Domestic Premises, with effect from 31 March 2025, the licensee's Adjusted Net Assets must not be below the Capital Floor.

4B.17 The licensee must, with effect from 31 March 2025, notify the Authority in writing as soon as reasonably practicable, and not more than 7 days, after it becomes aware that its Adjusted Net Assets are below the Capital Floor or there is a Material risk that its Adjusted Net Assets will be below the Capital Floor.

4B.18 If the licensee supplies to Domestic Premises, with effect from 31 March 2025, where the licensee's Adjusted Net Assets exceed the Capital Floor but are below the Capital Target (the "Intermediate Position"), it must:

i) Notify the Authority, as soon as reasonably practicable, and at most within 7 days, of being in the Intermediate Position, that it is in the Intermediate Position;
ii) Notify the Authority at least 28 days before making any payment, providing any loan or transferring any asset to any third party unless that payment, loan or transfer is one that it is essential to the licensee's operation as a supplier of electricity to consumers (with such payments and transactions together hereinafter referred to as "Non-essential Payments");
iii) Adhere to Transition Controls until the Capitalisation Plan has been approved by the Authority in accordance with standard condition 4B.20 ("Approved Capitalisation Plan"); and
iv) Once the Capitalisation Plan has been so approved, adhere to the Approved Capitalisation Plan.

4B.19 Where a licensee uses Alternative Sources of Capital to meet the Capital Floor or Capital Target:

i) the Authority must approve these Alternative Sources of Capital before they can take effect for the purposes of meeting 4B.16 and 4B.18.
ii) Requests to utilise Alternative Sources of Capital to meet the Capital Floor or Capital Target must be notified to the Authority in writing 8 weeks before the date provided for in standard condition 4B.16 and in respect of new market entrants at least 28 days before the grant of the electricity supply licence.
iii) Licensees must notify the Authority of any changes to their Alternative Sources of Capital as soon as reasonably practicable and no later than 7 days of becoming aware of changes.

4B.20 Where the licensee is in the Intermediate Position:

i) It must submit to the Authority a credible proposed Capitalisation Plan (the "Proposed Capitalisation Plan") as soon as reasonably practicable.

ii) The Authority will consider the Proposed Capitalisation Plan and confirm in writing to the licensee whether it is has been approved or rejected (where approved, this is the "Approved Capitalisation Plan").

iii) Where the Authority approves the Proposed Capitalisation Plan the licensee must adhere to the Approved Capitalisation Plan in accordance with 4B.18 (iv)

iv) Where the Authority rejects the Proposed Capitalisation Plan, it will provide the licensee with reasons for its rejection. In those circumstances, the licensee must submit to the Authority a further Proposed Capitalisation Plan which the Authority will consider and either approve or reject with reasons.

4B.21 Where the licensee seeks to amend the Approved Capitalisation Plan:

i) It must notify the Authority of the amendment(s) it proposes and the reasons for proposing the amendment(s) at least 28 days before the next Quarterly Progress Milestone.

ii) After receiving notification, the Authority will consider, and either accept or reject, the proposed amendment(s). For the avoidance of doubt, the Authority will only accept the proposed amendment(s) where the licensee satisfies it that there is reason to do so.

iii) If the Authority accepts the proposed amendment(s), the licensee must adhere to the amended Approved Capitalisation Plan.

iv) If the Authority rejects the proposed amendment(s), it will provide the licensee with reasons for its rejection. Upon receiving notification from the Authority of rejection, the licensee will then have a further 14 days during which representations may be made on the Authority's decision to reject the proposed amendment(s).

v) If, following any representations from the licensee, the Authority accepts the proposed amendment(s), the licensee must adhere to the amended Approved Capitalisation Plan.

vi) If, following any representations from the licensee, the proposed amendment(s) are rejected, the licensee must continue to adhere to the (unamended) Approved Capitalisation Plan.

4B.22 Where the Authority seeks to amend the Approved Capitalisation Plan:

i) It must notify the licensee of the amendment(s) to the Approved Capitalisation Plan it proposes and the reasons for proposing the amendment(s) at least 28 days before the next Quarterly Progress Milestone.

ii) After receiving notification, the licensee will have 14 days to consider the proposed amendment(s) and a further 14 days during which representations may be made on the proposed amendment(s).

iii) If, following any representations from the licensee, the Authority continues to proceed with amendment(s) to the Capitalisation Plan that it has proposed, the licensee must adhere to the amended Approved Capitalisation Plan.

iv) If, following any representations from the licensee, the Authority decides not to proceed with the amendment(s) to the Approved Capitalisation Plan that it has proposed, the licensee must continue to adhere to the original Approved Capitalisation Plan.

## Circumstances for directing ringfencing of Customer Credit Balances

4B.23 The Authority will direct the licensee to Protect a proportion of its Domestic Customer Credit Balances in accordance with standard condition 4D where:

i) the licensee does not have Cash equal to or greater than the "Cash Coverage Trigger"; or

ii) From 31 March 2025 onwards, the licensee's Adjusted Net Assets are below the Capital Target (the "Capital Target Trigger"); or

iii) There is a Material risk that, within the next 12-month period the licensee will be below the Cash Coverage Trigger or the Capital Target Trigger

except in circumstances where, the Authority is satisfied, in accordance with standard condition 4B.25, that Protecting Domestic Customer Credit Balances in accordance with standard condition 4D would not be in the Consumer Interest (the "Consumer Interest Test").

4B.24 Before a direction is issued by the Authority in accordance with standard condition 4B.23:

i) The Authority must notify the licensee that it is minded to issue a direction in accordance with standard condition 4B.23;

ii) After receiving such notification from the Authority, the licensee will have 7 working days within which to make representations to the Authority on the Consumer Interest Test.

4B.25 Where the Authority issues a direction under standard condition 4B.23 the licensee must apply an Adjustment Percentage of 100% for the purposes of standard condition 4D.4 unless, the Authority considers that an Adjustment Percentage of 100% not be in the Consumer Interest, in which case the Authority may direct an Adjustment Percentage of less than 100%.

4B.26 The Authority will revoke a direction issued under standard condition 4B.23 where it is satisfied that the circumstances for issuing a direction under standard condition 4B.23 are no longer present.

## Guidance

4B.27 The licensee must have regard to the guidance issued on standard condition 4B which, following consultation, the Authority may issue and may from time to time revise.

4B.28 Definitions

For the purpose of condition 4A and 4B:

**"Access to Funds"** Means any legally binding agreement which provides the supplier with capital or access to funding to be utilised for their licensable activities.

Examples of capital instruments include: unsecured shareholder loans, parent or group company working capital facilities and unconditional guarantees.

Examples of other financial instruments that provide access to funding include, but are not limited to: parent company guarantees, loans (including senior and subordinated, third party and intercompany), mezzanine finance, working capital facilities, trade finance facilities (including letter of credit, guarantee, factoring and invoice discounting), securitisation facilities, and guarantees.

**Adjusted Net Assets** means Net Assets without intangible assets, as measured according to suppliers' internal accounting standards (e.g. IFRS or UK GAAP) and reported in suppliers' financial statements plus any Alternative Source of Capital that has been approved by the Authority.

**Adjustment Percentage** means the % the Authority directs in accordance with standard condition 4B.25.

**Alternative Sources of Capital** means one of the following which has been approved by the Authority:

- Unsecured loans approved by the Authority which satisfy each of the following conditions; (i) the loan is not repayable within the following 12 months, and (ii) the relevant lender (nor agent for the lender) has no right to accelerate the loan (including on the licensee's insolvency or any other event of default or other event).
- The full value of a parent / group company committed, unsecured, documented loan facility from a parent / group company to the licensee (drawn or undrawn), which satisfies the following conditions: (i) the parent/ group company providing such commitment maintains a minimum long-term credit rating of at least two of the following: BBB- by Standard and Poor's, BBB- by Fitch or Baa3 by Moody's; (ii) the commitment is fully committed under a legally binding commitment letter or facility agreement for at least the next 12 months, and is not subject to any conditions to drawing or payment, and (iii) the parent/ group company has no right to cancel its commitment.
- Unconditional, unsecured, quantifiable, legally-binding, guarantee from a parent or group company to the licensee to discharge liabilities of the licensee, which guarantee satisfies

the following conditions: (i) the parent/ group company providing such guarantee maintains a minimum long-term credit rating of at least two of the following: BBB- by Standard and Poor's, BBB- by Fitch or at least Baa3 by Moody's; (ii) the guarantee is legally binding for at least the next 12 months, and is not subject to any conditions to drawing or payment, and (iii) the parent/ group company has no right to cancel such guarantee, (iv) any counter indemnity or other obligation by the licensee to parent/ group company in relation to payments by the parent/ group company under such guarantee will comply with the conditions referred to in "unsecured loans" above.

**"Capital"** means the elements of a supplier's equity and appropriate loss-absorbing debt liabilities.

**"Capitalisation Plan"** means a credible plan submitted by the licensee and accepted by the Authority in accordance with SLC 4B.20. The plan must, at a minimum, include the following:

- The cause for the licensee being below the Capital Target
- The level of funds needed to meet the Capital Target
- How they intend to raise further funds
- How they intend to conserve existing funds, including limiting Non-essential Payments
- Whether core business functions will be affected
- The timeframe it would take to recover
- Assumptions on customer numbers and relevant commercial strategy
- Risks to recovering within the proposed timeframe
- The governance arrangements, including who is responsible for taking relevant decisions
- Quarterly Progress Milestones

**"Capital Floor"** means licensee Adjusted Net Assets of £0 per Domestic Customer.

**"Capital Target"** means licensee Adjusted Net Assets of £57.50 per Domestic Customer.

**"Cash"** means the total amount of money held at the bank by licensee in current or deposit accounts and which is included in the balance sheet under current assets.

**"Consumer Interest"** means the likely impact of any adjustments on Resilience, Prices, Quality and Standards, and Low-Cost Transition to Net Zero.

**"Credit Balance Support Arrangements"** One or more of the following: (i) Standby Letter of Credit; (ii) First Demand Guarantee; or (iii) Cash deposited in a Credit Balance Trust Account.

**"Domestic Customer Credit Balance"** means, during any period, the aggregate amount by which payments made by Fixed Direct Debit Domestic Customers under or in accordance with

the relevant Domestic Supply Contracts exceed the total amount of Charges which are to become payable by Fixed Direct Debit Domestic Customers under those Domestic Supply Contracts during such period minus any amount refunded to the Domestic Customer during that period.

**"Domestic Premises"** means premises at which a supply is taken wholly or mainly for domestic purposes.

"**Fixed Direct Debit**" means an instruction from the customer to their bank or building society that authorises an organisation to collect a fixed amount from the customer's account at regular intervals, provided that advance notice of the amount and the dates of collection have been provided.

**"Liquidity"** means the resources that suppliers can convert into 'cash' as soon as needed and with minimal loss in value to meet liabilities as they fall due, including under adverse circumstances.

"**Low-Cost Transition to Net Zero**" means the ability of electricity supply licence holders to take the appropriate steps, at lowest cost to consumers, toward an energy system which relies on renewable, zero-emission sources and to facilitate the use of zero emission technologies that are connected to the energy network.

**"Material"** means more than negligible (de-minimis).

**"Material Economic and Operational Assets"** are those assets, mechanisms or arrangements used or needed by a supplier: to run its supply business and meet its obligations with regards to customers; to manage responsibly its costs at risk of being Mutualised; as adequate financial arrangements to meet its costs at risk of being Mutualised, with such assets, mechanisms or arrangements including, but not limited to, premises, facilities, shipping arrangements, staff, equipment, IT system, brand name and hedging contracts.

**"Mutualisation [/Mutualised]"** has the meaning given to it at standard condition 1.

**"Net Assets"** means (fixed assets + current assets) – (current liabilities + non-current liabilities).

**"Prices"** means Charges for the Supply of Electricity.

**"Protect"** means to put in place and maintain in effect a Credit Balance Support Arrangement in respect of the Protected Amount that protects that sum of money in the event of the licensee's insolvency or licence revocation. "Protecting" and "Protection" shall be construed accordingly.

**"Protected Amount"** means the gross credit balance minus the unbilled consumption multiplied by the Adjustment Percentage.

**"Quality"** means characteristics that make a source of funding best suited to allow a firm to absorb losses unambiguously on an ongoing basis, including under adverse circumstances.

**"Quality and Standards"** means the extent of competition, innovation and level of customer service in the market.

**"Quarterly Progress Milestone"** means the agreed quarterly deadline for the licensee to report to the Authority on: (i) the progress made towards achieving the Approved Capitalisation Plan; and (ii) in circumstances where the Capital Target Trigger has occurred and the Authority has not issued a direction under standard condition 4B.23 whether and why Protecting Domestic Customer Credit Balances in accordance with SLC 4D is or is not in the Consumer Interest

**"Resilience"** means the proportion of the market at risk of failure and the likely Mutualised cost that would result in the event of that failure occurring.

**"Sufficient Control"** means having either direct ownership or legally enforceable rights over Material Economic and Operational Assets so that the licensee can legally rely on them and enjoy the benefit of them.

**"Supervisory Financial Monitoring"** means the processes by which the Authority obtains information about the financial position of licence holders with such information including, but not limited to, licensee hedging position, the level of assets and liabilities held by the licensee, and the licensee's ability to meet its debts as they fall due.

**"Transition Controls"** means the controls in place where the licensee is in Intermediate Position but before there is an Approved Capitalisation Plan in place. These controls are that the licensee must:

- refrain from all sales, marketing and customer acquisition activity, including the acquisition of any new domestic customers or upgrading of all existing domestic customer to dual fuel ("Sales Ban")
- refrain from making any payment, providing any loan or transferring any asset to any third party unless that payment, loan or transfer is one that: i) is required to make by virtue of a statutory requirement, court order or by virtue of a contractual requirement where making that payment is essential to enable the licensee to run its business; ii) is essential to the licensee's operation as a supplier of electricity to consumers; or iii) is otherwise approved in writing by the Authority ("Non-essential Payments Ban").

**"Trigger Points"** are indicators linked to supplier financial resilience in the four situations described in paragraphs a) to d) of standard condition 4B.8.

**"Working Capital"** means the capital used to cover differences between when goods and services are paid for by suppliers, and when customers pay their bills. This can also be considered as the net current assets/liabilities of a supplier.

## Condition 4C. Ongoing fit and proper requirement

4C.1 The licensee must not appoint or have in place a person in a position of Significant Managerial Responsibility or Influence who is not a fit and proper person to occupy that role.

4C.2 The licensee must:

(a) have and maintain robust processes, systems and governance in place to ensure that any person holding a position of Significant Managerial Responsibility or Influence in the licensee is fit and proper to occupy that role; and

(b) carry out regular assessments on such person(s) to ensure that they remain fit and proper to occupy that role.

4C.3 In complying with paragraphs 4C.1 to 4C.2, the licensee must have regard to and take account of all relevant matters including, but not limited to, whether the individual has:

(a) been responsible for, contributed to or facilitated any serious misconduct or mismanagement (whether unlawful or not) in the course of carrying out a regulated activity (or, providing a service elsewhere which, if provided in Great Britain, would be a regulated activity);

(b) any relevant unspent criminal convictions in any jurisdiction in particular fraud or money laundering;

(c) any insolvency history, including undischarged bankruptcy, debt judgements and County Court judgements;

(d) been disqualified from acting as a director of a company;

(e) been a person with Significant Managerial Responsibility or Influence at a current or former licensed Gas Supplier or Electricity Supplier in respect of whose Customers' premises the Authority issued a Last Resort Supply Direction (including where they were a person with Significant Managerial Responsibility or Influence at that licensed Gas Supplier or Electricity Supplier within the 12 months prior to the Last Resort Supply Direction being issued);

(f) been refused, had revoked, restricted or terminated any form of authorisation, or had any disciplinary, compliance, enforcement or regulatory action taken by any regulatory body in any jurisdiction whether as an individual, or in relation to a business in which that person held Significant Managerial Responsibility or Influence.

4C.4 The licensee must give particular regard to circumstances in which the relevant person has a background in the energy sector in Great Britain and the previous actions of that person resulted in or contributed towards significant consumer or market detriment.

## Condition 4D. Protecting Domestic Customer Credit Balances

### Credit Balance Support Arrangements

4D.1 The licensee must comply with the provisions of this condition where the Authority has issued a direction pursuant to standard condition 4B.23 setting out the Adjustment Percentage for the purposes of calculating the Protected Amount in accordance with the formula set out in paragraph 4D.4 of this condition.

4D.2 The licensee must:

(a) put in place and thereafter maintain Credit Balance Support Arrangements that covers the Protected Amount in full for the duration of the Initial Period and thereafter each consecutive calendar month; and

(b) confirm to the Authority that the Credit Balance Support Arrangements Protect the Protected Amount.

4D.3 The licensee's Credit Balance Support Arrangements must be notified to the Authority in the form published on the Authority's website and which the Authority may from time-to-time revise following consultation.

### Calculating the Protected Amount

4D.4 The Protected Amount for the Initial Period and each subsequent calendar month (each being a "Relevant Period") shall be:

the Gross Credit Balance minus the Unbilled Consumption multiplied by the Adjustment Percentage.

4D.5 The Gross Credit Balance and the Unbilled Consumption for a Relevant Period are nominal values recorded by the licensee at the close of business the day after the date of the direction in respect of the Initial Period or the nominal values recorded by the licensee at the close of business on the last day of the calendar month immediately preceding the commencement of such Relevant Period.

4D.6 For each consecutive Relevant Period, the licensee must ensure that:

i) its existing Credit Balance Support Arrangements cover the Protected Amount in full for the duration of each Relevant Period; or

ii) if it has modified or supplemented its Credit Balance Support Arrangements, the modified or new Credit Balance Support Arrangements cover the Protected Amount in full for the duration of the Relevant Period.

## Process for calculating the Protected Amount

4D.7 Following a direction by the Authority, the licensee must calculate and notify to the Authority the Protected Amount for each Relevant Period in accordance with the provisions of paragraph 4D.4 of this condition. Day 1 of the Initial Period commences on the date specified in the direction. Day 1 of each subsequent Relevant Period commences on the first day of each calendar month.

4D.8 The licensee must:

a) assess the sum total of funds to be protected for the duration of the Relevant Period;

b) submit the calculation of the funds to be protected including any information data or analysis used to make the final calculation;

c) source and arrange one or more of the following Credit Balance Support Arrangements to cover the Protected Amount in full for the duration of the Relevant Period:

i. Letter of Credit;

ii. First Demand Guarantee; or

iii. Cash deposited in a Credit Balance Trust Account.

d) submit written confirmation from a Director with responsibility or oversight for the licensee's finances that the calculation of the Protected Amount made and notified to the Authority has been made in accordance with paragraph 4D.7 of this condition.

e) evidence that the licensee's Credit Balance Support Arrangements cover the most recently calculated Protected Amount, including (where applicable) the most recent bank statement in relation to any Credit Balance Trust Account and copies of its Credit Balance Support Arrangements

f) submit to the Authority the information set out in sub-paragraphs (b), (d) and (e) above in the form provided for in the Guidance on the Operational Capability and Financial Responsibility Principles for each consecutive Relevant Period on or before Day 14 of the Relevant Period.

## Guidance

4D.9 The licensee must have regard to any Guidance (in addition to the 'Guidance on the Operational Capability and Financial Responsibility Principle') issued and from time-to-time revised, following consultation, in respect of standard condition 4D.

## Methodology and Definitions

4D.10 For the purpose of this condition:

| Phrase | Definition |
|---|---|
| **Acceptable Bank** | A bank or other regulated financial institution situated in the United Kingdom that has an Acceptable Credit Rating. |
| **Acceptable Credit Rating** | An Acceptable Credit Rating is an assessment by at least two of Fitch Ratings, Moody's and Standard and Poor's that the bank or other regulated financial institution has a long-term debt rating of "A-" or better (in the case of Fitch Ratings and Standard and Poor's) or "A3" or better by Moody's. |
| **Adjustment Percentage** | is the % the Authority directs in accordance with standard condition 4B.25. |
| **Credit Balance Support Arrangements** | One or more of the following:<br>(i) Standby Letter of Credit;<br>(ii) First Demand Guarantee; or<br>(iii) Cash deposited in a Credit Balance Trust Account. |
| **Credit Balance Trust Account** | A dedicated and segregated bank account in the name of the licensee (i) with a bank branch in England or Wales, (ii) over which the licensee has declared a trust complying with the Credit Balance Trust Requirements. |
| **Credit Balance Trust Beneficiaries** | Means both:<br>(i) the licensee and<br>(ii) any Supplier(s) of Last Resort nominated from time to time by the Authority in relation to Fixed Direct Debit Domestic Customers of the licensee or, prior to the appointment of any such Supplier(s) of Last Resort, the Fixed Direct |

Debit Domestic Customers of such licensee as a whole.

**Credit Balance Trust Requirements**

A dedicated and segregated bank account in the name of the licensee: (i) with a bank branch in England and Wales; (ii) over which the licensee has declared a trust in favour of the Credit Balance Trust Beneficiaries in the form published on the Authority's website that meets the following requirements:

a) the trust provides for the licensee to hold the entire benefit of the Credit Balance Trust Account, and all funds from time to time standing to the credit of the Credit Balance Trust Account, on trust for the Credit Balance Trust Beneficiaries as the only beneficiaries;
b) the trust allows funds standing to the credit of the Credit Balance Trust Account in excess of the then applicable Protected Amount to be released from the Credit Balance Trust Account to a general operations account of the licensee;
c) the payment of the Protected Amount, following a Credit Event or a Licence Event, to the Supplier of Last Resort nominated from time to time by the Authority, or, in the case of a sale by the Licensee of the accounts of any Fixed Direct Debit Domestic Customers, the portion of Protected Amount allocable to the Consumer Credit Balances of such Fixed Direct Debit Domestic Customers to the relevant purchaser, or otherwise in accordance with the directions of the Authority;
d) the trust prohibits:
(i) any security being created by the licensee over the Credit Balance Trust Account;
(ii) the Credit Balance Trust Account being overdrawn;
(iii) withdrawals of the Protected Amount from the Credit Balance Trust Account other than: (A) in excess of the then applicable Protected Amount, (B) to refund to Fixed Direct Debit Domestic Customers overpayments by such

Fixed Direct Debit Domestic Customers, (C) if the Authority determines that the Licensee no longer needs to hold its interest in Credit Balance Trust Account on trust, or (D) as mentioned in paragraph (c) of this definition of Credit Balance Trust Requirements; and or (E) in accordance with directions by the Authority; (iv) the crediting of funds to the Credit Balance Trust Account that are not Domestic Consumer Credit Balances or interest accruing on the Credit Balance Trust Account; and

e) notice of such trust has been given to the relevant account bank.

**Credit Event**

Means

a) any of the following shall occur with respect to the Licensee (excluding a winding-up petition which the beneficiary considers to be frivolous or vexatious, or to have no real prospect of success, and which is discharged, stayed or dismissed within ten days of its presentation and, in any event, before it is advertised):

(i) the licensee is unable or admits inability to pay its debts as they fall due or suspends making payments on any of its debts; or

(ii) a moratorium is declared in respect of any indebtedness of the licensee;

(iii) any corporate action, legal proceedings or other procedure or step is taken in relation to:

(A) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the licensee;

(B) a composition, compromise, assignment or arrangement with any creditor of the licensee; or

(C) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect the licensee or any of its assets; or

(b) any analogous procedure or step is taken in any jurisdiction.

| | |
|---|---|
| **Director** | A person legally responsible for running the company with knowledge and understanding of the licensee's finances. |
| **Domestic Customer Credit Balance** | Means, during any period, the aggregate amount by which payments to be made by Fixed Direct Debit Domestic Customers under or in accordance with the relevant Domestic Supply Contracts exceeds the total amount of Charges which are to become payable by Fixed Direct Debit Domestic Customers under those Domestic Supply Contracts during such period minus any amount refunded to the Domestic Customer during that period. |
| **Domestic Supply Contract** | As defined in standard condition 1.3. |
| **First Demand Guarantee** | a) An irrevocable, independent, primary and autonomous (in all circumstances) guarantee in the form published on the Authority's website from time to time provided by a person established within the United Kingdom or in an EU member state, or European Economic Area member state, that is bound by the 2005 Hague Convention on Choice of Court Agreements and has incorporated that convention into its laws, with a long term credit rating by at least two of Fitch Ratings, Moody's and Standard and Poor's that the guarantor has a long-term debt rating of "A-" or better (in the case of Fitch Ratings and Standard and Poor's) or "A3" or |

better by Moody's on issuance and maintained throughout the tenor of the First Demand Guarantee and that meets the following requirements:

b) it does not contain any surety defence waivers or other drafting that is more characteristic of a suretyship guarantee than a primary and autonomous first demand instrument;

c) it is issued in favour of the Authority as the beneficiary, or in favour of any other beneficiary that the Authority shall nominate;

d) it expressly provides the Authority with the right freely to assign the proceeds of any drawing under the First Demand Guarantee;

e) it is available for drawing on demand for throughout its tenor, with that tenor automatically extending annually by 365 days unless the beneficiary receives a notice no earlier than 60, and no later than 45, clear days before the date upon which that tenor would otherwise automatically extend, stating that the tenor of the First Demand Guarantee shall not extend beyond that date (a "Non-Extension Notice");

f) it provides for a compliant demand to state that, by reason of (i) certain specified insolvency events occurring with respect to the licensee or any of its assets, or receipt by the beneficiary of a Non-Extension Notice under and relating to that First Demand Guarantee; or (ii) revocation or surrender of the licensee's licence, the beneficiary is entitled to demand, and does demand, payment of an amount equal to, or less than, the Protected Amount prevailing on the date of the demand and provides a form of compliant demand in an annex to the guarantee;

g) it provides for all demands to be full, final, binding and conclusive proof for all purposes of the guarantee of their contents, including (without limitation) that the entity issuing such a guarantee may not dispute any demand on these matters;

h) it permits partial and multiple demands that, in aggregate, do not exceed the then-current Protected Amount;

i) it provides for the Protected Amount to be available for drawing throughout its tenor
j) it provides for all payments under the guarantee to be made in full, on demand and without any deduction for or on account of any type of set-off or counterclaim to such entity and account as the beneficiary shall specify in a demand; and
k) the guarantee is in the form published on the Authority's website from time to time.

**Fixed Direct Debit** — Means an instruction from the customer to their bank or building society that authorises an organisation to collect a fixed amount from the customer's account at regular intervals, provided that advance notice of the amount and the dates of collection have been provided.

**Gross Credit Balance** — Means the aggregate of the licensee's Domestic Customer Credit Balances held in relation to Fixed Direct Debit Domestic Customers.

**Initial Period** — Means the 28-day period commencing on the date the direction is issued pursuant to standard condition 4B.23.

**ISP 98** — Means the International Chamber of Commerce's International Standby Practices (ICC Publication No 590)

**Licence Event** — Means:

(a) the Authority has revoked the licensee's licence; or

(b) the licensee has surrendered its licence.

**Payment on Demand** — Means immediate, unconditional and irrevocable payment of any amount demanded by the Authority which is equal to or less than the Protected Amount. For an SBLC or First Demand Guarantee, Payment on Demand may only be deferred for such period of days as may be specified on the face of the SBLC or First Demand Guarantee in question.

| | |
|---|---|
| **Protect** | To put in place, and continuously maintain in effect, a Credit Balance Support Arrangement in respect of the Protected Amount that protects that sum of money in the event of the licensee being subject to specified insolvency events, licence revocation or licence surrender. "Protecting" and "Protection" shall be construed accordingly and shall extend to requiring that SBLCs or First Demand Guarantees be available for drawing if a Non-Extension Notice (as defined above or, as applicable, below) is served under the instrument in question on the beneficiary of that instrument. |
| **Protected Amount** | Means the Domestic Customer Credit Balance multiplied by the Adjustment Percentage. |
| **Relevant Period** | Means either the Initial Period or a calendar month. |
| **Standby Letter of Credit or "SBLC"** | An irrevocable, independent, primary and autonomous standby letter of credit in the form published on the Authority's website from time to time, that is issued or confirmed by an Acceptable Bank in favour of the Authority, or any other beneficiary that the Authority may nominate, that meets the following requirements:<br>a) it must be available for drawing on demand throughout its tenor, with the tenor of the SBLC automatically renewing annually for 365 days, unless its issuing bank (or confirming bank) serves a notice on the beneficiary of the SBLC no earlier than 60, and no later than 45, clear days before the date upon which the tenor of the SBLC would otherwise automatically extend, Such notice stating that the tenor of that SBLC shall not extend beyond that date (a "Non-Extension Notice");<br>b) it does not limit the ability of the beneficiary freely to assign the proceeds of any drawing under the SBLC;<br>c) a demand must either state that, by reason of (i) certain specified insolvency events occurring with respect to the licensee or any of its assets or receipt by the beneficiary of a Non-Extension Notice under and relating to the SBLC; or (ii) revocation or surrender of its licence, the |

beneficiary is entitled to demand, and does demand, payment of an amount equal to, or less than, the Protected Amount prevailing on the date of the demand;

d) all demands to be full, final and conclusive proof for all purposes of the SBLC of their contents, including (without limitation) as to statements (i) or (ii) in the previous bullet point and neither the issuing bank nor any confirming bank may look behind any demand on these matters;
e) a form of a compliant demand shall be annexed to the SBLC;
f) partial and multiple demands permitted in aggregate total amount up to the maximum amount of the SBLC;
g) all payments under the SBLC shall be made in full, on demand and without any deduction for or on account of any type of set-off or counterclaim to such entity and account as the beneficiary shall specify in a demand under the SBLC; and
h) the SBLC is expressed to be governed by UCP 600 (excluding article 32) or ISP 98, governed by English law, with an exclusive jurisdiction clause in favour of the English courts.

**UCP 600**

Means the International Chamber of Commerce's Uniform Customs and Practice for Documentary Credits (2007 Revision)

**Unbilled Consumption**

Means the value of the energy by the licensee to likely be consumed by all Fixed Direct Debit Domestic Customers and calculated in accordance with the terms of the relevant Domestic Supply Contracts, but not yet included in a Bill or deducted from that Fixed Direct Debit Domestic Customer's Domestic Customer Credit Balance.

# Condition 5. Provision of Information to Authority and data retention

5.1 After receiving a request from the Authority for Information that it may reasonably require or that it considers may be necessary to enable it to perform any functions given or transferred to it by or under any legislation, including any functions conferred on the Authority by or under the Regulation, the licensee must give that Information to the Authority when and in the form requested.

5.2 The licensee is not required to comply with paragraph 5.1 if the licensee could not be compelled to produce or give the Information in evidence in civil proceedings before a court.

5.3 After receiving a request from the Authority for reasoned comments on the accuracy and text of any Information relating to the licensee's activities under or pursuant to this licence which the Authority proposes to publish under section 48 of the Act, the licensee must give such comments to the Authority when and in the form requested.

5.4 The Authority's power to request Information under this condition is additional to its power to call for information under or pursuant to any other condition of this licence.

## Data retention

5.5 The licensee shall keep, for at least five years, the Relevant Data relating to any transactions in electricity supply contracts with wholesale customers, transmission system operators or any person who sells electricity to the licensee, which have been entered into by the licensee on or after the day after the day on which the Electricity and Gas (Internal Markets) Regulations 2011 are made.

5.6 [Omitted]

5.7 After receiving a request from the Authority for the Relevant Data, the licensee must give the Relevant Data to the Authority when and in the form requested.

5.8 Paragraphs 5.5 and 5.7 do not require the licensee to keep Relevant Data in respect of any feed-in tariff arrangements entered into by the licensee in accordance with Condition 33 or 34.

## Definitions for condition

5.9 For the purposes of this condition:

"**Relevant Data**" means details on the characteristics of all transactions in electricity supply contracts with wholesale customers, transmission system operators, or any person who sells electricity to the licensee, including but not limited to the duration, delivery and settlement rules, the quantity, the dates and times of execution and the transaction prices and means of identifying the wholesale

customer concerned, as well as specified details of all unsettled electricity supply contracts.

## Condition 5A. Priniciple to be open and cooperative

5A.1 The licensee must be open and cooperative with the Authority.

5A.2 In complying with paragraph 5A.1, the licensee must disclose to the Authority in writing or orally any circumstance relating to the licensee of which the Authority would reasonably expect notice in order to perform its statutory functions, particularly actions or omissions that give rise to a likelihood of detriment to Domestic Customers. Such disclosure should be given as soon as the circumstance arises or the licensee becomes aware of it.

5A.3 The licensee is not required to comply with paragraphs 5A.1 and 5A.2 if the licensee could not be compelled to produce or give the information in evidence in civil proceedings before a court.

## Condition 5B. Independent Audits

5B.1 After receiving a request from the Authority to commission an Independent Audit that the Authority considers may be necessary for the performance of any functions given or transferred to it by or under any legislation, including any functions conferred on the Authority by or under the Regulation, the licensee must commission such an Independent Audit and provide to the Authority, in the form requested by the Authority and by the date set by the Authority, a copy of the full audit report.

5B.2 The Independent Audit will include one (or more) of the following areas of the licensee's business: a) financial stability; b) customer service systems and processes; or c) where a licensee cannot provide adequate information under Condition 28C.

5B.3 If required to commission an Independent Audit pursuant to paragraph 1, the licensee must commission the auditor to carry out the Independent Audit in line with terms of reference supplied by the Authority that are reasonable to meet the purpose of the audit and complying with any code of ethics or similar regulation that applies in the auditor's ordinary course of business.

5B.4 The licensee is not required to comply with paragraph 5B.1 if the licensee could not be compelled to produce or give the information in evidence in civil proceedings before a court.

5B.5 The licensee must ensure that:

(a) without prejudice to its duty to provide a copy of the report to the Authority by the date set by the Authority, each report prepared in accordance with paragraph 5B.1 is considered by appropriate members of its senior management team within four weeks of the report being provided by the auditor to the licensee; and

(b) it keeps a documentary record of the decisions made and actions taken by it in response to that report.

5B.6 The licensee must take all reasonable steps to ensure that its Affiliates cooperate fully with the Independent Audit, where appropriate.

### Definitions for condition

5B.7 For the purposes of this condition:

"Independent Audit" means an audit carried out by a person(s) with the relevant skills and expertise, other than the licensee or an Affiliate, instructed by the licensee. Unless exempted by the Authority, the auditor must be a person or firm regulated by an appropriate professional body.

# Condition 6. Classification of premises

## Domestic Premises

6.1 Unless the context otherwise requires, a Domestic Premises is a premises at which a supply of electricity is taken wholly or mainly for a domestic purpose except where that premises is a Non-Domestic Premises.

## Non-Domestic Premises

6.2 Unless the context otherwise requires, a Non-Domestic Premises is a premises, that is not a Domestic Premises, at which a supply of electricity is taken and includes:

(a) a premises where:

(i) the person who has entered into a Contract with the licensee for the supply of electricity to the premises is a person who has entered or will enter into an agreement with any other person for the provision of a residential or any other accommodation service at the premises; and

(ii) the terms of the agreement referred to in sub-paragraph 6.2(a)(i) are commercial in nature and include a charge for the supply of electricity to the premises (whether such charge is express or implied); and

(b) any other premises that is to be treated as a Non-Domestic Premises under paragraph 6.4 or 6.6.

## Changes in use of electricity

6.3 This paragraph applies if:

(a) after the licensee enters into a Non-Domestic Supply Contract with a Customer; or

(b) after a Deemed Contract for a Non-Domestic Premises begins, the Customer begins using the electricity supplied to his premises under that contract or deemed contract wholly or mainly for a domestic purpose.

6.4 If paragraph 6.3 applies, the Customer's premises will be treated as a Non-Domestic Premises for the purposes of this licence until the Non-Domestic Supply Contract or the Deemed Contract, as appropriate, ends.

## Multi-Site Contracts

6.5 Unless the context otherwise requires, a Multi-Site Contract is a Contract for the supply of electricity to:

(a) one or more Non-Domestic Premises; and

(b) one or more Domestic Premises which are occupied for a purpose ancillary to that for which any of the Non-Domestic Premises is occupied,

where all of those premises are owned or occupied by:

(i) the same person or body of persons whether corporate or unincorporate; or

(ii) an Undertaking (for this condition only, the "principal undertaking") and a Holding Company, Subsidiary or Subsidiary of the Holding Company of that principal undertaking or any other Undertaking in which the principal undertaking has a Participating Interest.

6.6 A Domestic Premises supplied by the licensee under a Multi-Site Contract will be treated as a Non-Domestic Premises for the purposes of this licence until that contract ends.

## Green Deal Premises

6.7 A Green Deal Premises is a premises at which Green Deal Charges are owed to a Green Deal Provider.

6.8 A Non-Green Deal Premises is a premises that is not a Green Deal Premises.

# Standard conditions 7 to 10:

## Continuity of supply

# Condition 7. Terms of Contracts and Deemed Contracts

## Termination of Contracts and Deemed Contracts

7.1 Each Contract and Deemed Contract for the supply of electricity to a premises must provide for itself to end when a Last Resort Supply Direction given to any other Electricity Supplier has effect in relation to that premises.

7.2 If a Domestic Supply Contract provides for both the supply of electricity to a premises and the provision of any other good or service, the reference in paragraph 7.1 to ending that contract is a reference to ending it for the supply of electricity to the premises only.

7.2A The reference in paragraph 7.2 to any other service shall not be construed to include the collection of Green Deal Charges pursuant to paragraph 2 of standard condition 36.

## Terms of Deemed Contracts must not be unduly onerous

7.3 The licensee must take all reasonable steps to ensure that the terms of each of its Deemed Contracts are not unduly onerous.

7.4 One way in which the terms of a Deemed Contract will be unduly onerous for any class of Domestic Customers or for any class of Non-Domestic Customers is if the revenue derived from supplying electricity to the premises of the relevant class of customers on those terms:

(b) significantly exceeds the licensee's costs of supplying electricity to such premises; and

(b) exceeds such costs of supplying electricity by significantly more than the licensee's revenue exceeds its costs of supplying electricity to the premises of the generality of its Domestic Customers or, as the case may be, to the premises of the generality of its Non-Domestic Customers (in each case excluding from the calculation premises supplied in accordance with standard condition 8 (Obligations under Last Resort Supply Direction)).

## Continuity and termination of Deemed Contracts

7.5 In addition to the requirement of paragraph 7.1, a Deemed Contract must:

(a) provide that, where a Customer intends his premises to be supplied with electricity under a Contract with the licensee or any other Electricity Supplier, the Deemed Contract will continue to have effect until the licensee or the other Electricity Supplier, as appropriate, begins to supply electricity to the premises under a Contract; and

(b) if the Customer is a Domestic Customer, include a term to give effect (under the Deemed Contract) to the requirements of paragraph 1 of standard condition 24 (Termination of Domestic Supply Contracts) (which relates to the termination arrangements that apply when there is a change in the ownership or occupation of Domestic Premises).

7.6 If the licensee supplies electricity to a Customer's premises under a Deemed Contract, the licensee must not charge the Customer a Termination Fee.

7.6A A Deemed Contract must not:

(a) provide for any fixed term period;

(b) provide for any Termination Fee; or

(c) subject to sub-paragraph 5(b), require a Customer to give any form of notice before they are able to change supplier.

7.6B In relation to any Customer which is subject to a Deemed Contract, the licensee must not, and must ensure that its staff and any Representative does not, inform that Customer that they are:

(a) required to pay a Termination Fee;

(b) subject to a fixed term period; or

(c) subject to sub-paragraph 5(b), are required to give any form of notice before they are able to change supplier.

## Information for Customers about Deemed Contracts

7.7 If the licensee supplies electricity to a Customer's premises under a Deemed Contract, it must take all reasonable steps to provide that Customer with:

(a) the Principal Terms of the Deemed Contract; and

(b) Notice that Contracts, with terms that may be different from the terms of Deemed Contracts, may be available and of how information about such Contracts may be obtained.

7.8 If a person requests a copy of a Deemed Contract that the licensee has available, the licensee must provide it to that person within a reasonable period of time after receiving the request.

## Calculation of consumption under Deemed Contracts

7.9 In determining the number of kilowatt hours of electricity that are to be treated as supplied to or taken at premises under a Deemed Contract, the licensee must act reasonably and take into account available electricity consumption data for the premises and any other relevant factor.

## Effect of Last Resort Supply Direction on Deemed Contracts

7.10 If a Customer is being supplied with electricity under a Deemed Contract because a Last Resort Supply Direction has been issued in relation to his premises, paragraph 7.3 and sub-paragraph 7.7(b) do not apply until that direction stops having effect.

## Terms of Deemed Contracts

7.11 The licensee must ensure that the terms and conditions of each Deemed Contract comply with the provisions of standard condition 7.

7.12 The licensee must ensure that each Deemed Contract contains terms and conditions which:

(a) reflect the effect of the provisions of standard condition 7; and

(b) require the licensee to honour Customer Credit Balances, provided and to the extent that the licensee committed to do so before the Authority gave it a Last Resort Supply Direction and the Deemed Contract arose as a result of the Last Resort Supply Direction.

7.13 The licensee must not enforce or take advantage of any term of a Deemed Contract if:

(a) the inclusion of that term is incompatible with standard condition 7; or

(b) the enforcement or the taking advantage of that term would be so incompatible.

## Guidance

7.14 The licensee must have regard to any guidance on standard condition 7 (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the

Authority may issue and may from time to time revise (following further consultation).

# 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 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) (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 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;

(iii) a postal and Electronic Communication address to which the Customer may send a notification in Writing for that purpose; and

(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 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 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.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.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 notificationin Writing before the 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.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.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 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;

(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.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 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) a statement to the effect that the Micro Business Consumer may send a notification in Writing to the licensee before the 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 in order to terminate the Micro Business Consumer Contract with effect from the end of any fixed term period which currently applies; 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) a statement to the effect that the Micro Business 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.

7A.10C – not used

## Termination during Intial Period of Micro Business Consumer Contracts which include a fixed term 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.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.

## Extending the duration of Micro Business Consumer Contracts

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.12B Where paragraph 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

(c) the duration of the further fixed term period is 12 months or less.

**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.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 request to assess the impact and effectiveness of the obligations contained in paragraphs 7A.11 to 7A.13B as soon as reasonably practicable after receiving a request from 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. |
| **"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. |

"**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.

## Condition 7B. (Not Used – refer to standard condition 0A)

## Condition 7C. Restriction on supplying Green Deal Premises

7C.1 Before a Non-Green Deal Licensee enters into a Contract with a Customer, it must take (and ensure that any Representative takes) all reasonable steps to:

(a) ascertain whether the premises of that Customer are Green Deal Premises; and

(b) communicate to that Customer in plain and intelligible language that the licensee will not be able o supply the premises of the Customer if the premises are Green Deal Premises.

7C.2 A Non-Green Deal Licensee must not supply electricity to any Green Deal Premises.

# Condition 7D. Supply to Certain Micro Business Consumers – additional requirements

## Obligation to disclose Required Price Information to Relevant Micro Business Customers

7D.1 The licensee must disclose the Required Price Information in the Prescribed Format promptly to each Relevant Micro Business Customer on its Website or on one or more Third Party Online Platforms.

7D.2 Where a licensee discloses the Required Price Information on its Website, the licensee must ensure that access to the Required Price Information is displayed clearly and prominently.

7D.3 Where a licensee discloses the Required Price Information through a Third Party Online Platform, the licensee must ensure that a web-link to the Third Party Online Platform is displayed clearly and prominently on its Website.

## Obligation to disclose other price information

7D.4 The licensee must disclose, on its Website, the Unit Rates and Standing Charges per fuel of all their Out-of-contract Contracts and all Deemed Contracts which apply to a Micro Business Consumer.

7D.5 When making the disclosure in accordance with paragraph 7D.4, the licensee must ensure that access to this information is displayed clearly and prominently on its Website.

## Reporting obligation

7D.6 The licensee must give the Authority any Information that it reasonably requests about the licensee's compliance with paragraphs 7D.1 to 7D.5 as soon as reasonably practicable after receiving a request from the Authority.

7D.7 The licensee must give the Authority any Information that it reasonably requests to assess the impact and effectiveness of the obligations contained in paragraphs 7D.1 to 7D.5 as soon as reasonably practicable after receiving a request from the Authority.

## Definitions for condition

7D.8 In this condition:

| | |
|---|---|
| **Additional Information** | means the MPAN or MPRN or the aggregate amount of all Charges for the Supply of Electricity in Pounds Sterling |

| | |
|---|---|
| | (GBP) over a monthly, quarterly, 6 month or 12 month period (such period being at the customer's choice), as applicable. |
| **Consumption Window** | means each separate period within a total period of 24 hours in which electricity consumption was recorded and charged at a distinct Unit Rate. |
| **Micro Business TPI** | means an organisation or individual acting as a third party intermediary between a Micro Business Consumer and the licensee. |
| **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. |
| **Prescribed Format** | means displaying *(a)* the total estimated cost for the duration of each contract, calculated from the Primary Information and *(b)* as applicable, the cost of each of the following components *(i)* Standing Charge(s), *(ii)* Unit Rate(s) and *(iii)* all other associated charges. |
| **Primary Information** | means *(a)* the postcode, followed by address selection, and where the MPAN or MPRN cannot be derived from this, the relevant Additional Information; and *(b)* the consumption of electricity over a monthly, quarterly, 6 month or 12 month period (such period being at the customer's choice) or, where such consumption information is not available, the relevant Additional Information. |

| | |
|---|---|
| **Relevant Electricity Metering Arrangement** | means using an Electricity Meter on the basis of a contractual arrangement whereby a Non-Domestic Customer is required to pay Charges for the Supply of Electricity with no more than three Consumption Windows per Electricity Meter. |
| **Relevant Micro Business Customer** | means a Non-Domestic Customer that has entered their Primary Information into a licensee's Website or a Third Party Online Platform and which the licensee has determined meets all of the following criteria:<br>(a) the metering point at the Non-Domestic Premises falls under profile classes 1, 2, 3 or 4 as defined in the Balancing and Settlement Code;<br>(b) has an annual consumption of electricity of not more than 50,000 kWh per Electricity Meter; and<br>(c) has a Relevant Electricity Metering Arrangement. |
| **Required Price Information** | means each separate combination of Standing Charges, Unit Rates and all other associated charges per Electricity Meter, which is available for a Relevant Micro Business Customer to enter into a contract to purchase the supply of electricity from the licensee, and remains available for an identified period, subject only to the licensee conducting a Successful Credit Check and any terms and conditions that may apply to any existing Micro Business Consumer Contract between the Relevant Micro Business Customer and that licensee. |
| **Successful Credit Check** | means the licensee conducting a credit checking process on the Relevant Micro Business Customer and the licensee being satisfied with such credit result. |
| **Third Party Online Platform** | means a price comparison website, internet-based price comparison service or other internet-based Micro Business TPI, that provides comparisons between, and/or access to, the Required Price Information in |

the Prescribed Format, and may facilitate, on behalf of the Micro Business Consumer, a change of supplier, supply contract, or both.

# Condition 8. Obligations under Last Resort Supply Direction

## Last Resort Supply Direction

8.1 The Authority may give a Last Resort Supply Direction to the licensee if it considers that:

(a) a circumstance has arisen that would entitle it to revoke the Electricity Supply Licence of an Electricity Supplier other than the licensee (for this condition and condition 9 of this licence only, the "other supplier"); and

(b) the licensee could comply with the Last Resort Supply Direction without significantly prejudicing its ability:

(i) to continue to supply electricity to its Customers' premises; and

(ii) to fulfil its contractual obligations for the supply of electricity.

8.2 The Last Resort Supply Direction will:

(a) have effect on and from the date on which and the time at which the other supplier's Electricity Supply Licence is revoked;

(b) stop having effect on and from a date, specified in the Last Resort Supply Direction; and

(c) where the other supplier is a Green Deal Licensee and is supplying Green Deal Premises, ensure that those Green Deal Premises will continue to be supplied by a Green Deal Licensee.

## Licensee's obligations

8.3 In complying with the Last Resort Supply Direction, the licensee must take all reasonable steps to honour any commitment made to the Authority before the Authority gave it a Last Resort Supply Direction.

8.4 Except in the circumstances set out in paragraph 8.5, the licensee must comply with a 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 7(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.

8.6 Within a reasonable period of time after receiving a Last Resort Supply Direction, the licensee must send a Notice to each of the premises specified or described in the Last Resort Supply Direction to inform each Customer:

(a) that the other supplier stopped supplying electricity to his premises with effect on and from the date on which the Last Resort Supply Direction had effect;

(b) that the licensee began to supply electricity to his premises with effect on and from the date on which the Last Resort Supply Direction had effect;

(c) that the licensee is supplying electricity to the Customer's premises under a Deemed Contract;

(d) that the Customer may enter into a Contract with the licensee or any other Electricity Supplier under which electricity will be supplied to his premises;

(e) of the Charges for the Supply of Electricity that the licensee may charge the Customer while supplying him under the Last Resort Supply Direction; and

(f) if the Customer is a Green Deal Bill Payer, a statement to the effect that the premises are Green Deal Premises and that the Green Deal Charges will be added to the charges for the Supply of Electricity notified to the Customer under paragraph (e) above.

## Charges under Last Resort Supply Direction

8.7 The licensee's Charges for the Supply of Electricity to the premises specified or described in the Last Resort Supply Direction must not exceed an amount that may be expected, in total, approximately to equal the licensee's reasonable costs of supply (including, where appropriate, the costs of purchasing electricity at short notice) and a reasonable profit.

8.8 If the licensee purchases electricity to comply with a Last Resort Supply Direction, it must take all reasonable steps to do so as economically as possible in all the circumstances of the case.

# Condition 9. Claims for Last Resort Supply Payment

## Ability to make claim

9.1 If the licensee has received the Authority's consent under paragraph 9.5, it may make one or more claims for a Last Resort Supply Payment, under standard condition 38B (Last Resort Supply Payment Claims) of the Distribution Licence, from each Relevant Distributor.

9.2 The licensee must not make a claim for a Last Resort Supply Payment if, and to the extent that, it has waived its ability to do so by Notice given to the Authority before the Authority gave it a Last Resort Supply Direction.

## Process for making claim

9.3 If the licensee intends to make a claim for a Last Resort Supply Payment, it must:

(a) give notice to the Authority of its claim; and

(b) give the Authority a calculation of the amount claimed with information to support that calculation,

no later than a date notified to it by the Authority or, in the event that no such date is notified, five years after the date on which the Last Resort Supply Direction to which the claim relates stops having effect.

9.4 The total amount of the Last Resort Supply Payment (for this condition only, "the relevant amount") to be claimed by the licensee must not exceed the amount by which the total of:

(a) the total costs (including interest on working capital) reasonably incurred by the licensee in supplying electricity to premises under the Last Resort Supply Direction and a reasonable profit,

plus

(b) any sums paid or debts assumed by the licensee to compensate any Customer in respect of any Customer Credit Balances,

plus

(c) any additional (actual or anticipated) interest and finance costs (including fees, costs and expenses incurred in arranging such financing) associated with an arrangement approved in accordance with paragraph 9.7C, is greater than:

(c) the total amounts recovered by the licensee;

(i) through Charges for the Supply of Electricity to premises under the Last Resort Supply Direction (after taking all reasonable steps to recover such Charges) plus

(ii) from the other supplier (either in respect of any sum or debt referred to at sub-paragraph 9.4(b) or any other sums owed by the other supplier to the licensee) together with interest on such sums; plus

(iii) from any Valid Claim already made by the licensee.

9.5 If the Authority considers it appropriate in all the circumstances of the case for the licensee to make a claim notified to it in accordance with paragraph 9.3, the Authority will give its consent to the licensee.

9.6 The Authority may determine:

(a) that an amount other than the one calculated by the licensee is a more accurate calculation of the relevant amount.

(b) with the consent of the licensee, that the period over which the relevant amount should be paid should be longer than a single financial year in order to mitigate the impact on consumers.

9.7 If the Authority makes a determination under paragraph 9.6, the amount specified by it must be treated as the relevant amount for the purpose of paragraph 9.8.

## Transfer of rights in relation to and arising from valid claims

9.7A The licensee may assign or dispose of all or any of its rights under the licence or otherwise in relation to or arising from a valid claim provided that the licensee has obtained the Authority's prior written consent to the proposed assignment or disposal, including the identity of the person to whom the assignment is made (such consent to be consistent with any guidance or policy statement published for the purposes of this condition or the assignment or disposal of rights in relation to or arising from valid claims).

9.7B If the licensee proposes to assign or otherwise dispose of all or any of its rights in relation to or arising from a valid claim, it shall give the Authority reasonable notice of its intention to assign or otherwise dispose of such rights together with such further information as the Authority may reasonably request relating to: the identity of the proposed assignee or acquirer, the circumstances of such intended assignment or disposal, the costs relating to such assignment or disposal; and/or or the intentions in regard thereto of the person proposing to acquire such rights.

9.7C The licensee may include within any notice provided pursuant to paragraph 9.7B a revised notice (or revocation of a previous notice and provision of a new notice) in

accordance with paragraph 9.3 for determination by the Authority, to exclude the licensee's interest on working capital (to the extent appropriate) and to include the costs of the financing arrangement, the costs of any financing arrangement (including fees, costs and expenses incurred in arranging such financing) entered into by the assignee in order to fund such assignment including anticipated interest to be charged in relation thereto and any other adjustment mechanisms (all of which require the approval of the Authority) provided that:

(a) unless the Authority consents, the licensee has not already submitted the valid claim to Relevant Distributors; and

(b) the licensee procures from the proposed assignee or acquirer an undertaking on terms acceptable to the Authority relating to the calculation of such interest and other adjustments over the repayment term of the relevant amount, the sharing of any re-financing gains and the provision of information and other matters relating to conditions of the Authority's approval

9.7ZA After the licensee has made at least one Valid Claim,

(a) If the accumulated amount of Valid Claims made by the licensee exceeds the total amount that the licensee is entitled to claim under paragraph 9.4:
(i) the Authority may amend the consent given under paragraph 9.5;
(ii) the Valid Claim to which the consent relates will be deemed to be adjusted accordingly; and
(iii) sub-paragraph 9.6(a) will apply;

and:

(b) If, at any time, Last Resort Supply Payments made to the licensee exceed the total amount that the licensee is entitled to claim under paragraph 9.4 the licensee must pay any such excess to the Relevant Distributors in such manner as the Authority directs;

and

(c) If the licensee becomes aware that the accumulated amount of Valid Claims made by the licensee exceed the total amount that the licensee is entitled to claim under paragraph 9.4, the licensee must as soon as reasonably practicable, give notice to the Authority of the excess;

(d) If any of sub-paragraphs 9.7ZA(a) to (c) apply, the licensee must provide to the Authority as soon as reasonably practicable:
(i) a calculation of each of the amounts in sub-paragraphs 9.4(a) to (d) showing any variation in such amounts from those included in the Valid Claim,

(ii) details of Last Resort Supply Payments received,

(iii) such information and documentation as the Authority reasonably requires to give an amended consent under sub-paragraph 9.7ZA(a) and/or a direction under sub-paragraph 9.7ZA (b).

(e) Notwithstanding sub-paragraphs 9.7ZA(a) to (d), the licensee must provide to the Authority a calculation of each of the amounts in sub-paragraphs 9.4(a) to (d) with information to support that calculation no later than a date (which may be more than one date) notified to it by the Authority and, in any event no later than five years after the date on which the Last Resort Supply Direction to which the claim relates stops having effect.

## Submissions to Relevant Distributors

9.8 A claim by the licensee for a Last Resort Supply Payment from each Relevant Distributor referred to in paragraph 9.1 must specify:

(a) the respective proportion of the relevant amount to be paid by that Relevant Distributor (being the same as the number of premises located within its Distribution Services Area when expressed as a proportion of the total number of premises located within the Distribution Services Areas of all the Relevant Distributors in question); and

(b) whether payment is to be made by quarterly or monthly instalments and confirmation of whether the licensee or any LRSP Permitted Assignee will be responsible for requesting payment by issuing invoices;

(c) the account(s) into which the relevant amount should be paid (which may include the account of an LRSP Permitted Assignee);

(d) the period over which the relevant amount should be paid;

(e) the Authority's determination of the profile of the payments of the relevant amount in each year or for a procedure for the Authority to the determine the same in the future; and

(f) if payment is to be made to an LRSP Permitted Assignee, a statement from the licensee regarding any retained interest in and to, the valid claim and the related relevant amount.

9.9 A claim for a Last Resort Supply Payment will lapse if the licensee does not make it within six months after the Authority has given its consent under paragraph 9.5.

**Definitions for condition**

9.10 In this condition:

| | |
|---|---|
| **"Closed Credit Balance"** | means any Credit owed, on the date on which a relevant Last Resort Supply Direction took effect, by the other supplier to any Customer for whom the responsibility for the supply of electricity had either transferred from the other supplier to another Electricity Supplier or had otherwise terminated on or before the date on which the relevant Last Resort Supply Direction took effect; |
| **"Customer Credit Balances"** | means Closed Credit Balances and Open Credit Balances; |
| **"Credit"** | means an amount by which the payments made by a Customer to the other supplier under or in accordance with a Domestic Supply Contract exceeds the sum of:<br><br>a) the total amount of Charges which were due and payable by that Customer to the other supplier under the relevant Domestic Supply Contract on or before the date on which the relevant Last Resort Supply Direction took effect;<br><br>b) the total amount of Charges relating to electricity supplied to that Customer by the other supplier on or before the date on which the relevant Last Resort Supply Direction took effect that would have fallen due and payable under the relevant Domestic Supply Contract but for that Last Resort Supply Direction; and<br><br>c) the sum of any amounts equivalent to those described in (a) and (b), above, either that:<br><br>(i) were due and payable; or<br><br>(ii) would have been due and payable but for a direction issued by the Authority under standard licence condition 8 of a Gas Supply Licence,<br><br>by that Customer to the other supplier under any contract for the supply of gas to domestic premises, insofar as that sum exceeds the amounts paid by the |

| | |
|---|---|
| | Customer to the other supplier under a contract for the supply of gas. |
| **"Open Credit Balance"** | means any Credit owed by the other supplier to a Customer on the date of the relevant Last Resort Supply Direction. |
| **"Valid Claim"** | means a claim for which a licensee has been given a consent by the Authority pursuant to standard condition 9 (Claims for Last Resort Supply Payment) of the standard conditions of the electricity supply licence. |

9.11 For the purposes of this condition, the term "licensee" in the definition of "Charges for the Supply of Electricity" may refer to either the licensee or the other supplier, or both (as the context requires).

## Condition 9A. Undertaking to Licensed Distributors in relation to Last Resort Supply Payments

9A.1

(a) The Licensee must give to each Licenced Distributor an undertaking to pay to the Licenced Distributor the amount of any Last Resort Supply Payment claim made to that Licenced Distributor from a licensee, and provide to the Authority as soon as reasonably practicable a certified copy of each such undertaking.

(b) The amount of any Last Resort Supply Payment claim referred to in sub-paragraph 9A.1(a) must not include amounts in the claim relating to Customer Credit Balances.

(c) The undertaking mentioned in sub-paragraph 9A.1(a) must be conditional upon a Last Resort Supply Direction being given in respect of the licensee's Customers' premises.

(d) The undertaking mentioned in sub-paragraph 9A.1(a) must be in Writing and in a form acceptable to the Authority (including any form, or replacement form, published by the Authority from time to time).

(e) In this condition Customer Credit Balance has the meaning given in paragraph 10 of standard condition 9 (Last Resort Supply Payment).

## Condition 10. Restriction or revocation of licence

10.1 If the licensee makes an application to the Authority to restrict the premises to which it may supply electricity or to revoke its licence, the licensee must take all reasonable steps to ensure continuity of supply for each Applicable Customer on terms that are the same as or as similar as possible to the terms in place between it and that customer immediately before the restriction or revocation is to have effect.

10.2 Not Used.

10.3 The licensee is not required to comply with paragraph 10.1 if the Authority gives it a direction that relieves it of its obligation to do so.

# Standard conditions 11 to 19:

## Industry activities and procedure

# Condition 11. Compliance with codes Industry Codes

11.1 The licensee must comply with:

(a) the Distribution Code; and

(b) the Grid Code,

unless, after consulting with the licensee and any other person or body likely to be affected, the Authority has given a direction to the licensee relieving it of its obligations (in whole or in part) under either code.

11.2 Subject to paragraph 11.2A the licensee must be a party to and comply with:

(a) (not used);

(b) the Distribution Connection and Use of System Agreement;

(c) the Connection and Use of System Code; and

(d) the Balancing and Settlement Code,

from the earlier of the date on which it offers to supply electricity or the date on which it begins to supply electricity to premises in Great Britain.

11.2A In the event of any conflict between the Energy Market Investigation (Electricity Transmission Losses) Order 2016 and the Balancing and Settlement Code with respect to the calculation of the Transmission Loss Factor (as defined in the Balancing and Settlement Code), the licensee's imbalance charges shall be calculated in accordance with the provisions set out in Schedule 1 to the Energy Market Investigation (Electricity Transmission Losses) Order 2016. This paragraph 11.2A will cease to have effect once a modification proposal reflecting the terms set out in Schedules 1 and 2 to The Energy Market Investigation (Electricity Transmission Losses) Order 2016 has been implemented.

## Power to issue direction to relieve certain industry code obligations

11.3 The Authority, after consulting with the licensee and any other person or body likely to be affected and after having regard to any guidance issued in accordance with paragraph 11.4, may give a direction to the licensee relieving it of its obligations (in whole or in part) under paragraph 11.2 and 11B.1.

11.4 The Authority may issue, and may from time to time revise, guidance regarding the manner in which it will exercise its powers under paragraph 11.3.

11.5 The guidance issued in accordance with paragraph 11.4 may, in particular, set out:

(a) the process for requesting the Authority to grant a direction under SLC 11.3;

(b) the type of information that is likely to be required by the Authority as part of that process; and

(c) the criteria the Authority would have regard to in considering whether and to what extent to exercise its power to give a direction under paragraph 11.3;

## Consequential changes

11.6 If a Consequential Change is required, the licensee must take all reasonable steps to secure, and must not take any unreasonable steps to prevent or delay, the making or implementation of that Consequential Change.

11.7 Paragraph 11.3 is without prejudice to:

(a) any rights of appeal that the licensee may have in relation to decisions made by the Authority under the Industry Codes; and

(b) any rights of approval, veto, or direction that the Authority or the Secretary of State may have in relation to changes to the Industry Codes.

## Fuel Security Code

11.8 The licensee must comply with the Fuel Security Code.

11.9 The Fuel Security Code has effect as a standard condition of this licence.

## Green Deal Arrangements Agreement

11.10 Where the licensee is a Mandatory Green Deal Licensee, it must be a Green Deal User

11.11 Where the licensee is a Voluntary Green Deal Licensee, it must be a Green Deal User.

11.12 The Authority may issue, and may from time to time revise, guidance regarding the manner in which it will exercise its enforcement powers in relation to paragraphs 11.10 and 11.11.

## Duty to cooperate

11.13 The licensee will cooperate with the Authority and/or any person(s) appointed by the Authority or appointed pursuant to a direction of the Authority, to undertake any reasonable requests in relation to planning, project assurance and/or coordination/systems integration in order to give full effect to the conclusions of a Significant Code Review.

11.14 Cooperation for the purposes of condition 11.13 may include but not be limited to:

a) the sharing of such information as reasonable, and constructive participation in industry engagement in order to undertake appropriate planning of changes to IT systems or industry standard operational processes system changes pursuant to the conclusions of a Significant Code Review;
b) the provision of such data as may be identified and reasonably requested in order to undertake testing and/or the population of any new central systems;
c) the preparation and cleansing of such data as may reasonably be requested in order to facilitate live operation of the new central system;
d) the provision of test scripts and results of any testing as may be requested by any person appointed to assure the success of any testing;
e) all reasonable steps to:
    i) meet key programme milestones for the completion of any action(s) assigned to the licensee;
    ii) adhere to any remedial plan put in place to address any issues, delays or slippage that may impact the licensees ability to meet programme milestones, to the extent that failure to do so may jeopardise the successful and timely implementation of the programme;
    iii) identify any dependencies that the licensee may have upon agents or other third-parties and secure the necessary support from such parties; and,
    iv) promptly escalate and/or resolve any disputes that if unresolved may jeopardise the fulfilment of these obligations.

11.15 For the purposes of 11.13 only:

**Significant Code Review** means a review of matters in relation to its principal objective and/or general duties (under section 3A of the Electricity Act or section 4AA of the Gas Act), statutory functions and/or relevant obligations arising under EU law, which the Authority considers are likely to relate to one or more of the documents referred to in this condition, or to which the licensee is required under this licence to be a party, and concerning which the Authority has consulted upon and issued a Notice to the parties stating that the review will constitute a Significant Code Review.

## Condition 11A. Security Arrangements

11A.1 Insofar as the licensee shall supply or offer to supply electricity to any premises in England and Wales, the licensee shall comply with the provisions of the Fuel Security Code and such provisions shall have effect as if they were set out in this licence.

11A.2 Insofar as the licensee shall supply or offer to supply electricity to any premises in Scotland:

(a) if so directed in directions issued by the Authority for the purposes of this condition, the licensee shall, not later than such date as may be specified in such directions, enter into an agreement designated by the Secretary of State for the purposes of this condition relating to compliance with directions issued by the Secretary of State under section 34 and/or section 35 of the Act; and

(b) the licensee shall comply with and perform its obligations under any agreement which it enters into pursuant to sub-paragraph (a) above.

11A.3 In this condition:

| | |
|---|---|
| "Fuel Security Code" | means the document of that title designated as such by the Secretary of State as from time to time amended. |

## Condition 11B. Retail Energy Code

11B.1 The licensee must be a party to, comply with and maintain the Retail Energy Code (for this condition only, the "REC"), as may be designated by the Authority for the purposes of this condition.

11B.2 If a consequential change is required, the licensee must take all reasonable steps to secure and implement, and must not take any unreasonable steps to prevent or delay, the making or implementation of that consequential change.

11B.3 Paragraph 11B.2 is without prejudice to:

(a) any right of appeal that the licensee may have in relation to a decision made by the Authority under the Industry Codes; and

(b) any right of approval, veto or direction that the Authority or the Secretary of State may have in relation to changes to Industry Codes.

11B.4 The licensee must take all reasonable steps to secure and implement changes to its systems, procedures and processes which are necessary to give full, timely and practical effect to any modification of the REC.

11B.5 The licensee must take all reasonable steps to ensure that the REC remains an agreement which:

(a) is designed to facilitate the achievement of the relevant objectives set out in paragraph 11B.6; and

(b) includes the matters set out in paragraph 11B.7

11B.6 The relevant objectives referred to in sub-paragraph 11B.5 (a) are:

(a) to ensure the REC operates and evolves in a manner that facilitates the achievement of its mission statement;
(b) to ensure customers interests and data is protected in the operation of the REC; and,
(c) to drive continuous improvements and efficiencies in the operation of the REC and the central systems and communication infrastructures it governs.

11B.7 The matters referred to in sub-paragraph 11B.5(b) are:

(a) provision for enabling the REC to be modified from time to time so as to better facilitate the achievement of the relevant objectives set out in paragraph 11B.6;

(b) provision for enabling parties to the REC, and such other persons as may be specified in the code, to appeal against a decision to implement or reject any proposed modification of it, where that modification does not require the Authority's approval, to the Authority for determination;
(c) for the REC, and all ancillary documents and products to be published on a free to access website; and
(d) where an appeal has been raised in respect of a modification proposal in accordance with sub-paragraph (b), provision for that modification proposal to be treated in accordance with any decision and/or direction of the Authority following that appeal.

11B.8 The REC must provide for:

(a) a panel body, as specified in the REC (the "panel") whose functions shall include the matters required by this condition and as set out in the REC; and

(b) a person or body, as specified in the REC, to perform the role of code manager (the "REC manager"). In addition to any powers, duties or functions set out in the REC, the REC manager shall:

(i) together with other code managers and/or code administrators, publish, review and (where appropriate) amend from time to time the Code of Practice approved by the Authority (any amendments to the Code of Practice are to be approved by the Authority);
(ii) facilitate the procedures for making a modification to the REC;
(iii) have regard to, and in particular (to the extent relevant) be consistent with the principles contained in, the Code of Practice; and
(iv) provide assistance, insofar as is reasonably practicable and on reasonable request, to parties (including, in particular, Small Participants) and, to the extent relevant, consumer representatives that request the code manager's assistance in relation to the REC including, but not limited to, assistance with:

a. drafting a modification proposal;
b. understanding the operation of the REC;
c. their involvement in, and representation during, the modification procedure processes (including, but not limited to, code panel and/or workgroup meetings)
d. accessing information relating to modification proposals and/or modifications.

and

(a) a "performance assurance board" to conduct and administer activities identified within the REC and being appropriate to provide assurance

that all participants in the REC arrangements, particularly those relating to switching activities, are suitably qualified and that the relevant standards are maintained.

11B.9 The modification procedures referred to in sub-paragraph 11B.7(a) must provide:

for a modification report to be prepared in such manner and with all such contents as specified in the REC, which shall include an assessment of the extent to which the proposed modification would better facilitate achieving the relevant objectives and a detailed explanation of the reasons for that assessment;
where the proposed modification requires Authority approval in accordance with the provisions of the REC, for the revision and resubmission of the modification report upon, and in accordance with, a direction issued to the panel by the Authority, where the Authority determines that it cannot properly form an opinion on the approval of the modification proposal;
without prejudice to paragraph 11B.10B, that proposals for the modification of the REC falling within the scope of a Significant Code Review may not be made during the Significant Code Review phase, except:

(a)

a. where the Authority determines that the modification proposal may be made, having taken into account (among other things) the urgency of the subject matter of the proposal; or b. at the direction of, or by, the Authority;

that where a modification proposal is made during a Significant Code Review phase the panel shall:

(b)

unless exempted by the Authority, notify the Authority as soon as practicable of:
any representations received in relation to the relevance of the

1.Significant Code Review; and

the panel's assessment of whether the proposal falls within the scope of the Significant Code Review and its reasons for that assessment; and

2.

if the Authority so directs, not proceed with the modification proposal until the Significant Code Review phase has ended;

(ii)

for proposals for the modification of the REC to be made by the licensee or the Authority (in relation only to modifications which fall within the scope of paragraph 11B.10E);
for modification proposals made by the Authority and the licensee in accordance with paragraphs 11B.9(e) and 11B.9(g)(i) respectively which fall within the scope of paragraph 11B.10E:

(c)

to be accepted into the REC modification procedures by the REC

(i) Manager and/or REC Panel;

where they are raised by the licensee, not to be withdrawn without the

(ii) Authority's prior consent; and
to proceed in accordance with paragraph 11B.9(g);
(iii)
for compliance by the licensee and (where applicable) the panel with any direction(s) issued by the Authority under this paragraph setting and/or amending a timetable (in relation to a modification proposal which falls within the scope of paragraph 11B.10E) for:
(d)
the licensee to raise a modification proposal(s); and/or
the completion of each of the procedural steps outlined in the direction, to the extent that they are relevant; and/or (iii) the implementation of a modification.
(i)

11B.10 If, within twenty eight (28) days after the Authority has published its Significant Code Review conclusions:

the Authority issues directions to the licensee, the licensee shall comply with those directions and shall treat the Significant Code Review phase as ended;
the Authority issues to the licensee a statement that no directions under sub-paragraph (a) will be issued in relation to the REC, the licensee shall treat the Significant Code Review phase as ended;

- (ba) the Authority raises a modification proposal in accordance with paragraph 11B.9(e), the licensee shall treat the Significant Code Review phase as ended;

(bb) the Authority issues a statement that it will continue work on the Significant Code Review, the licensee shall treat the Significant Code Review phase as continuing until it is brought to an end in accordance with paragraph 11B.10A;
(c) neither directions under sub-paragraph (a) nor a statement under subparagraph (b) or (bb) have been issued, nor a modification proposal under sub-paragraph (ba) has been made, the Significant Code Review phase will be deemed to have ended.

The Authority's published conclusions and directions to the licensee will not fetter any voting rights of REC parties or members of the panel, or the procedures informing the modification report described at sub-paragraph 11B.9(a).

11B.10A Where the Authority issues a statement under sub-paragraph 11B.10(bb) and/or a direction in accordance with paragraph 11B.10D, the Significant Code Review phase will be deemed to have ended when:

the Authority issues a statement that the Significant Code Review phase has ended;
one of the circumstances in sub-paragraphs 11B.10(a) or (ba) occurs (irrespective of whether such circumstance occurs within twenty-eight (28) days after the Authority has published its Significant Code Review conclusions); or

the Authority makes a decision consenting, or otherwise, to the modification of the REC following the submission of the modification report prepared pursuant to sub-paragraph 11B.9(c) a.

(a)

11B.10B Where the Authority issues a statement in accordance with sub-paragraph 11B.10(bb) and/or a direction in accordance with paragraph 11B.10D, the Authority may submit a modification proposal for a modification falling within the scope of sub-paragraph 11B.10E(b) to the panel.

11B.10C The modification procedures must provide, where the Authority submits a Significant Code Review modification proposal to the panel in accordance with paragraph 11B.10B, for compliance with the modification procedures set out in sub-paragraphs 11B.9(a) and (b).

The Authority's published conclusions and Significant Code Review modification proposal will not fetter any voting rights of REC parties or members of the panel, or the procedures informing the modification report described at sub-paragraph 11.9(a).

11B.10D The modification procedures must provide for modification proposals raised in accordance with sub-paragraph 11B.10(a) or 11B.9(g), or by the Authority under sub-paragraph 11B.10(ba) and which fall within the scope of paragraph 11B.10E(b), the Authority may issue a direction (a "backstop direction"), which requires such proposal(s) and any alternatives to be withdrawn and which causes the Significant Code Review phase to recommence.

11B.10E Modification proposals fall within the scope of this paragraph where:

the Authority reasonably considers the modifications are necessary to comply with, or implement, the Regulation and/or any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators; and/or
the modification proposal is in respect of a Significant Code Review.

(a)

11B.11 Eligible grounds for appeal under the provisions referred to in sub-paragraph 11B.7(b) shall be that, in the opinion of the Authority:

(i) the appealing party is likely to be unfairly prejudiced by the implementation or non-implementation of that modification proposal; or (ii) the appeal is on the grounds that:

(a)

1. in the case of implementation, the modification proposal may not better facilitate the achievement of at least one of the relevant objectives; or 2. in the case of non-implementation, the modification may better facilitate the achievement of at least one of the relevant objectives; and
the appeal is not brought for reasons that are trivial or vexatious, nor does the appeal have no reasonable prospect of success.

(b)

11B.12 The procedures for the modification of the REC must provide that recommendations or decisions for or against the implementation of a modification proposal shall be made with regard to whether that modification would, as compared with the existing provisions of the REC, better facilitate the achievement of the relevant objectives.

11B.13 The procedures for the modification of the REC must be consistent with the principles set out in the Code of Practice, to the extent that they are relevant.

**Interpretation**

11B.14 For the purposes of this condition:

| | |
|---|---|
| Code of Practice | means the Code Administration Code of Practice approved by the Authority and:<br>developed and maintained by the code administrator(s) and/or manager(s) in existence from time to time;<br>amended subject to the Authority's approval from time to time; and<br>re-published from time to time |
| Small participant | means<br>a supplier, or new entrant to the electricity and/or gas market in Great Britain that can demonstrate to the REC Manager that it is resource-constrained and, therefore, in particular need of assistance;<br>any other participant or class of participant that the code administrator considers to be in particular need of assistance; and<br>a participant or class of participant that the Authority has notified the code administrator as being in particular need of assistance. |

7.6.2 Deemed Export Readings, as regards Deemed Export only.

## Condition 12. Matters relating to Electricity Meters

### Detection and prevention of electricity theft

12.1 The licensee must take and must ensure that its agents take all reasonable steps to detect and prevent:

(a) the theft or abstraction of electricity at premises supplied by it;

(b) damage to any electrical plant, electric line or Metering Equipment through which such premises are supplied with electricity; and

(c) interference with any Metering Equipment through which such premises are supplied with electricity.

## Apparatus on Customer's side of Non-Half-Hourly Meter

12.2 This paragraph applies where the licensee installs or arranges for the installation of a second Electricity Meter or other apparatus on the Customer's side of a Non-Half-Hourly Meter for the purpose of ascertaining or regulating:

(a) the amount of electricity supplied;

(b) the period of supply; or

(c) any other quantity or time connected with the supply.

12.3 If paragraph 12.2 applies, the power consumed by the second Electricity Meter or other apparatus described in that paragraph must not exceed 10 watts when added to the power consumed by any other Electricity Meter or apparatus installed by or on behalf of the licensee in a similar position or for a similar purpose in relation to the Customer, except if the Customer otherwise agrees.

## Services for Prepayment Meters using tokens

12.4 This paragraph applies where the licensee supplies or offers to supply a system of services (for this condition only, "Prepayment Meter services") within its Supply Services Area for Prepayment Meters operated by the use of tokens.

12.5 Where paragraph 12.4 applies, the licensee must, if any other Electricity Supplier requests it to do so, offer to enter into or procure an agreement for the provision of Prepayment Meter services for Prepayment Meters operated by the use of tokens within its Supply Services Area for that supplier on non-discriminatory terms.

12.6 When providing or arranging to procure Prepayment Meter services for Prepayment Meters operated by the use of tokens, the licensee must do so in the most efficient and economical manner that it reasonably can, having regard to the alternatives available and all the other circumstances of the case.

12.7 The obligations of the licensee under paragraphs 12.5 and 12.6 will stop having effect on and from 1 August 2010.

## Services for Prepayment Meters using cards

12.8 This paragraph applies where the licensee supplies or offers to supply Prepayment Meter services within its Supply Services Area for Prepayment Meters operated by the use of cards.

12.9 Where paragraph 12.8 applies, the licensee must, if any other Electricity Supplier requests it to do so, offer to enter into or procure an agreement for the provision of Prepayment Meter services for Prepayment Meters operated by the use of cards within its Supply Services Area for that supplier on non-discriminatory terms.

12.10 When providing or arranging to procure Prepayment Meter services for Prepayment Meters operated by the use of cards, the licensee must do so in the most efficient and economical manner that it reasonably can, having regard to the alternatives available and all the other circumstances of the case.

12.11 The licensee may by Notice given to all other Electricity Suppliers and the Authority specify a date, being not less than two years after the date of the Notice, on and from which it will stop offering to provide or procure the provision of Prepayment Meter services for Prepayment Meters operated by the use of cards for other Electricity Suppliers in its Supply Services Area.

12.12 If a Notice under paragraph 12.11 has been given, the obligations of the licensee under paragraphs 12.9 and 12.10 will stop having effect on and from the date specified in the Notice unless, at least three months before that date, the Authority directs the licensee that it considers that the ending of those obligations would be likely to be detrimental to the interests of Customers.

12.13 Where the Authority issues a direction under paragraph 12.12, it will, after consulting with the licensee, give Notice to the licensee and all other Electricity Suppliers specifying a further date on and from which the licensee will stop offering to provide or procure the provision of the relevant Prepayment Meter services.

12.14 Not Used

12.15 Not Used

12.16 Not Used

**Advanced meters for Non-Domestic Premises**

12.17 This paragraph has effect on and after 6 April 2009 and applies where the licensee installs or arranges for the installation of an Electricity Meter at Non-Domestic

Premises where the metering point falls within profile class 5, 6, 7 or 8 as defined in the Balancing and Settlement Code (for this condition only, "relevant premises").

12.18 If paragraph 12.17 applies, the Electricity Meter installed at the relevant premises must be an advanced meter.

12.19 For the purposes of this condition, an advanced meter is an Electricity Meter that, either on its own or with an ancillary device, and in compliance with the requirements of any relevant Industry Code:

(a) provides measured electricity consumption data for multiple time periods, and is able to provide such data for at least half-hourly time periods; and

(b) is able to provide the licensee with remote access to such data.

12.20 The licensee must ensure that a Customer supplied with electricity at relevant premises through an advanced meter, or that Customer's nominated agent, has timely access, on request, to the data provided by that meter.

12.20A The requirements of paragraph 12.20 cease to apply in respect of any relevant premises from the date that Part C2 of standard condition 51 (Smart Metering – Customer Access to Consumption Data) applies in respect of such premises.

12.21 As from 6 April 2014, the licensee must not supply electricity to any relevant premises other than through an advanced meter.

12.22 The prohibition imposed by paragraph 12.21 does not apply where the licensee is unable to install or arrange for the installation of any advanced meter at the relevant premises in question despite taking all reasonable steps to do so.

## Advanced meters – Designated Premises

12.23 This paragraph has effect on and after 6 April 2014 and applies where the licensee installs or arranges for the installation of a Current Transformer Electricity Meter at any Designated Premises.

12.24 If paragraph 12.23 applies, the Current Transformer Electricity Meter installed or arranged to be installed at the Designated Premises must be an advanced meter.

## Advanced meters – Domestic Premises

12.25 This paragraph has effect from the date specified by the Secretary of State in a direction issued to the licensee under this paragraph and applies where the licensee installs or arranges for the installation of a Current Transformer Electricity Meter at any Domestic Premises.

12.26 If paragraph 12.25 applies, the Current Transformer Electricity Meter installed or arranged to be installed at the Domestic Premises must be an advanced meter.

## Current Transformer Electricity Meters from 2021

12.27 After the ARS Specified Date, the licensee must not supply electricity to any Designated Premises or Domestic Premises through a Current Transformer Electricity Meter which is not also an advanced meter.

## Customer Access to Data

12.28 The licensee must ensure that a Customer supplied with electricity at Designated Premises or Domestic Premises through an advanced meter, or that Customer's nominated agent, has timely access, on request, to the data provided by that meter.

12.28A The requirements of paragraph 12.28 cease to apply in respect of any Designated Premises from the date that Part C2 of standard condition 51 (Smart Metering – Customer Access to Consumption Data) applies in respect of such premises.

## Exception

12.29 The prohibition imposed by paragraph 12.27 does not apply where the licensee is unable to install or arrange for the installation of an advanced meter at the Designated Premises or the Domestic Premises in question despite taking all reasonable steps to do so.

# Condition 12.A. Matters relating to Theft of Electricity

## Objective

12.A.1 The objective of this licence condition (the "Objective") is to ensure that:

(a) the licensee and any Representative individually and/or in cooperation with other licence holders where necessary:

(i) detect Theft of Electricity;

(ii) investigate suspected Theft of Electricity;

(iii) prevent Theft of Electricity once detected;

(iv) prevent Theft of Electricity by other means such as deterrence and the security of the supply in respect of any premises supplied by the licensee; and

(b) when taking the steps mentioned in sub-paragraph 12.A.1(a), the licensee and any Representative:

(i) behaves and acts towards Customers in a manner which is fair, transparent, not misleading, appropriate and professional; and

(ii) takes into account whether Domestic Customers and/or the occupants of Domestic Premises of Pensionable Age, disabled or chronically sick and/or Domestic Customers at Domestic Premises will have difficulty in paying all or part of the Charges for the Supply of Electricity resulting from Theft of Electricity.

12.A.2 The licensee must take (and ensure that any Representative takes) all reasonable steps:

(a) to secure the achievement of the Objective; and

(b) to avoid doing anything which jeopardises its ability to achieve the Objective.

12.A.3 The steps which the licensee must take (and ensure that any Representative takes) to secure the achievement of the Objective include, without

limitation, the steps which are detailed at paragraphs 12.A.5 to 12.A.15 of this condition, and the obligations set out in Clause 30.9 (Damage or Interference) of the Distribution Connection and Use of System Agreement.

12.A.4 In respect of premises not supplied by the licensee, its obligations under paragraphs 12.A.1 and 12.A.2 are limited to the provision of notification required by Clause 30.9 (Damage or Interference) of the Distribution Connection and Use of System Agreement.

**Requirement to detect, prevent and investigate Theft of Electricity**

12.A.5 In respect of any premises supplied by the licensee, the licensee must take (and ensure that any Representative takes) all reasonable steps to detect and prevent Theft of Electricity.

12.A.6 Where, in respect of any premises supplied by the licensee, the licensee has reasonable grounds to suspect Theft of Electricity, it must take(and ensure that any Representative takes) all reasonable steps to investigate that suspected Theft of Electricity.

**The Theft Arrangement**

12.A.7 The licensee must be a party to, comply with, and maintain such arrangement to give effect to the Objective, as the Authority may direct (the "Theft Arrangement").

12.A.8 The licensee:

(a) must take such steps as are necessary and within its reasonable control; and

(b) must not take any unreasonable steps to prevent or delay,

to ensure that the Theft Arrangement is implemented by such a date as the Authority may direct.

12.A.9 The licensee must take all reasonable steps to secure and implement changes required by the Theft Arrangement and its systems, procedures and processes which are necessary to give full, timely and practical effect to the Theft Arrangement.

12.A.10 The licensee must take all reasonable steps to cooperate with other licence holders where necessary, to facilitate the achievement of the Theft Arrangement.

**Standards for Theft of Electricity investigations**

12.A.11 The licensee must ensure (and ensure that any Representative ensures) that the following standards are met when it is taking any of the steps referred to in paragraphs 12.A.1, 12.A.2, and 12.A.3 of this condition at particular premises:

(a) The licensee must take (and ensure that any Representative takes) all reasonable steps to identify whether

(i) the Domestic Customer and/or the occupants of those premises which are Domestic Premises (in this condition "the relevant premises") is of Pensionable Age, disabled or chronically sick; and/or

(ii) a Domestic Customer at the relevant premises will have difficulty in paying all or part of the Charges for the Supply of Electricity resulting from Theft of Electricity;

(b) The licensee must take (and ensure that any Representative takes) into account the Domestic Customer's ability to pay all or part of the Charges for the Supply of Electricity resulting from Electricity Theft when calculating instalments, giving due consideration to:

(i) relevant information provided by third parties, where it is available to the licensee; and

(ii) where instalments will be paid using Prepayment Meter, the value of all of the charges that are to be covered through that meter;

(c) Where the licensee or any Representative has identified persons of a category described in sub-paragraphs 12.A.11(a)(i) and/or (ii), the licensee or any Representative must before seeking to Disconnect the relevant premises, as a minimum offer the Domestic Customer to pay those Charges for the Supply of Electricity by using a Prepayment Meter, where it is safe and reasonably practicable in all the circumstances of the case for the Domestic Customer to do so;

(d) Where the licensee or any Representative knows or has reason to believe that there may be persons of a category described in sub-paragraph 12.A.11(a)(i), the licensee or any Representatives must

take all reasonable steps not to Disconnect the supply of electricity to the relevant premises in Winter;

(e) The licensee must have (and ensure that any Representative has) sufficient evidence to establish (on the balance of probabilities) the Statutory Disconnection Power before stopping the supply of electricity to the premises on grounds of Theft of Electricity;

(f) Where Theft of Electricity has been established, the licensee must comply with the relevant requirements of the Distribution Connection and Use of System Agreement and the Balancing and Settlement Code in respect of that Theft of Electricity;

(g) The licensee must have (and ensure that any Representative has) sufficient evidence to establish (on the balance of probabilities) that Theft of Electricity has occurred as a result of that Customer's intentional act or by culpable negligence before requiring payment of all or part of the Charges for the Supply of Electricity relating to that Theft of Electricity; and

(h) The licensee must provide (and ensure that any Representative provides) in plain and intelligible language, clear, timely and accurate information and advice to the Customer about:

(i) the basis of any assessment made by the licensee (or its Representative) that Theft of Electricity occurred;

(ii) the basis for the calculation of any Charges for the Supply of Electricity associated with the Theft of Electricity made to the Customer;

(iii) what steps the Customer should take if they wish to dispute that Theft of Electricity occurred; and

(iv) the steps a Customer may take to reinstate supply if the licensee (or its Representative) has exercised the Statutory Disconnection Power.

12.A.12 The licensee must keep (and ensure that any Representative keeps) a record of its compliance with its obligation under this licence condition.

12.A.13 The licensee must take all reasonable steps to establish management arrangements that facilitate the licensee's compliance with its obligations under this condition, including, as appropriate, steps to ensure that any Representative, agent and subcontractor of the licensee establish equivalent arrangements.

12.A.14 Not Used.

12.A.15 Not Used.

**Definitions for Condition**

12.A.16 In this condition:

**Theft of Electricity** includes, but is not limited to;

(a) circumstances described in paragraphs 5(1) (Restoration of connection without consent) and 6(1)(a) (Damage to electrical plant etc) of Schedule 6 to the Electricity Act 1989 in so far as they relate to a electricity supplier;

(b) circumstances described in paragraph 6(1)(b) (Damage to electrical plant etc) of Schedule 6 to the Electricity Act 1989; and

(c) circumstances described in paragraph 11(1) (Interference with meters) of Schedule 7 to the Electricity Act 1989

## Condition 13. Arrangements for site access

13.1 The licensee must take all reasonable steps to ensure that each Representative who visits a Customer's premises on the licensee's behalf:

(a) possesses the skills necessary to perform the required function;

(b) can be readily identified as a Representative of the licensee by a member of the public;

(c) uses any password that the licensee has agreed with the Customer;

(d) is a fit and proper person to visit and enter the Customer's premises; and

(e) is able to inform the Customer, on request, of a contact point for any help and advice that he may require in relation to the supply of electricity.

13.2 The licensee must:

(a) prepare a statement that sets out, in plain and intelligible language, its arrangements for complying with its obligations under paragraph 13.1;

(b) publish that statement on and make it readily accessible from its Website (if it has one); and

(c) give a copy of the statement on request and free of charge to any person.

# 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 in accordance with the Retail Energy Code to prevent a Proposed Supplier Transfer at that premises except in accordance with the provisions of this condition.

## Non-Domestic Customer transfer blocking

14.2 Subject to paragraph 14.2B, the licensee may make a request in accordance with the Retail Energy Code 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 Electricity Supplier in any of the following circumstances:

(a) at the time the licensee receives Notice under the Retail Energy Code that another Electricity Supplier has applied under the requirements of the Retail Energy Code to supply the premises, the licensee's Contract with that customer for the supply of electricity to the premises includes a term which:

(i) allows the licensee to prevent the Proposed Supplier Transfer; and

(ii) may be relied upon in the circumstances arising at that time;

(b) (not used);

(c) (not used); or

(d) the Customer informs the licensee that they have not entered into a Contract with the proposed new Electricity Supplier and asks the licensee to prevent the Proposed Supplier Transfer from taking place.

14.2A Subject to paragraph 14.2B, the licensee may make a request in accordance with the Retail Energy Code 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 Electricity Supplier, if at the time the request is made Non-Domestic Outstanding Charges in respect of Green Deal Charges are due to the licensee form that Non-Domestic Customer.

14.2B The licensee may not make a request pursuant to:

(a) paragraph 14.2A; or

(b) if there are Non-Domestic Outstanding Charges in respect of Green Deal Charges, paragraph 14.2,

if the licensee knows or has reason to believe that the relevant Non-Domestic 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 the request in these circumstances.

14.3 If the licensee makes a request in accordance with the Retail Energy Code 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 in accordance with the Retail Energy Code to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises at which the licensee is the Relevant Electricity 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);

(c) the customer informs the licensee that he has not entered into a Contract with the proposed new Electricity Supplier and asks the licensee to prevent the Proposed Supplier Transfer from taking place;

(d) (not used); or

(e) (not used).

14.5 The licensee may not make a request in accordance with the Retail Energy Code to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises at which the licensee is the Relevant Electricity Supplier if the relevant Domestic Customer's Domestic Premises is being supplied with electricity through a Prepayment Meter and:

(a) the Domestic Customer has agreed with the proposed new Electricity 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 Electricity 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.

14.6 The licensee shall ensure that Outstanding Charges of amounts equal to or less than £500 are capable of being assigned by the licensee to a new Electricity Supplier in accordance with the Protocol.

14.7 The licensee may not make a request in accordance with the Retail Energy Code 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 the request in these circumstances.

14.8 If the licensee makes a request in accordance with the Retail Energy Code 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 in accordance with the Retail Energy Code 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 obtained) concerning:

(i) energy efficiency;

(ii) debt management; and

(iii) alternative Domestic Supply Contracts 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's or Non Domestic Customer's request, the licensee must keep evidence of that request and of the reasons for it for at least 12 months after the request is made.

14.11 (Not used)

## Definitions for condition

14.12 For the purposes of this condition:

"**Disputed Amount**" means the amount of any Charges which is the subject of a Genuine Dispute between the licensee and a Customer.

"**Genuine Dispute**" means a genuine dispute between the licensee and a Customer as to whether that Customer is liable to pay certain Charges which have been demanded of that Customer by the licensee.

"**Supplier Error Amount**" means the amount of any Charges which are not Disputed Amounts and which have accumulated as a result of an error on the part of the licensee, its equipment or its systems.

# Condition 14A. Customer transfer

## Obligation to complete a Supplier Transfer within three weeks

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 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, 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 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 Electricity Supplier has prevented the Proposed Supplier Transfer in accordance with paragraph 14.2(a) to (b) or 14.4(a) to (d) of standard condition 14 (Customer transfer blocking); or

(b) a Supply Exemption Holder is currently supplying electricity to the premises and has objected to the Proposed Supplier Transfer under paragraph 2 of Schedule 2ZB to the Act; or

(c) (not used)

(d) the Customer is currently taking a supply of electricity through an Exempt Distribution System and the licensee is unable to start supplying electricity to the premises because:

(i) a connection which the licensee or the Customer requires to be made in accordance with paragraph 7(2) of Schedule 2ZA to the Act and that physical connection has not yet been made; or

(ii) the distribution exemption holder has specified, in a notice under paragraph 1(6)(a)(i) of Schedule 2ZA 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;

(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 five Working 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.5 Where the condition in 14A.3(b) applies, the licensee must not complete the Supplier Transfer before the objection by the Supply Exemption Holder under paragraph 2 of Schedule 2ZB to the Act is resolved in accordance with paragraph 1(8) of that Schedule.

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 next Working Day after a Domestic Customer request and the end of the second Working Day after 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.

## Obligation to cooperate in respect of a Supplier Transfer

14A.8 The licensee must comply with any reasonable request from another Electricity Supplier or Supply Exemption Holder to provide information or to take any other steps which are reasonably necessary in order to enable that Electricity Supplier or Supply Exemption Holder to complete a Supplier Transfer within five Working 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.

14A.11 Where the licensee becomes aware, prior to starting to supply electricity at a premises, that it does not have a Valid Contract for the supply of electricity to that premises it shall take all reasonable steps to prevent its application for a Supplier Transfer 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 electricity 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 electricity 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 Electricity 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 an Electricity 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.20For 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.

"**Relevant Date**" means:

(a) the day on which a Customer

i. has entered into a Contract with a new Electricity 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 Electricity 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.

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

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

(a) that has been entered into by the Customer;

(b) that relates to the premises for which the application for a Supplier Transfer 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.

| | |
|---|---|
| "**Exempt Distribution System**" | |
| "**Distribution Exemption Holder**" | |
| "**Supply Exemption Holder**" | have the meaning given in Part 1 of the Act. |

## Condition 15. Assistance for areas with high distribution costs scheme, Energy Administration Orders, ESC Administration Orders and SMCL Administration Orders: payments to the ISOP

15.1 This condition sets out the obligations of the licensee in relation to payments to be made to the ISOP for the purpose of:

(a) providing assistance with the high costs of distributing electricity incurred by a Relevant Distributor in a Specified Area; and

(b) raising any sums specified in a Shortfall Direction in order to recover costs arising from the application of:

(i) an Energy Administration Order to a Protected Energy Company;

(ii) an ESC Administration Order to an Energy Supply Company; or

(iii) an SMCL Administration Order to a Smart Meter Communication Licensee.

15.2 The payments to which paragraph 15.1 refers are payments made pursuant to:

(a) in the case of sub-paragraph 15.1(a), the Energy Act 2004 (Assistance for Areas with High Distribution Costs) Order 2005; and

(b) in the case of sub-paragraph 15.1(b):

(i) in respect of sub-paragraph (i), the provisions of Chapter 3 of Part 3 of the Energy Act 2004;

(ii) in respect of sub-paragraph (ii), the provisions of Chapter 5 of Part 2 of the Energy Act 2011; or

(iii) in respect of sub-paragraph (iii), the provisions of the Smart Meters Act 2018

### Licensee's duty to pay

15.3 In accordance with paragraph 15.1, the licensee must pay to the ISOP:

(a) the sums resulting from the pence per kWh tariff specified in accordance with the terms set out in Part B of condition F8 (Assistance for areas with high distribution costs scheme (AAHDCS): (for this condition only, "condition f8") of the Electricity System Operator Licence; and

(b) where applicable, such additional sums as result from any modification of those charges made pursuant to condition E14 (Energy administration, energy supply company administration, and smart meter communication licensee administration: Electricity System Operator shortfall contribution

obligations) (for this condition only, "condition E14") of the Electricity System Operator Licence.

15.4 Subject to paragraph 15.5, the sums to be paid by the licensee in accordance with paragraph 15.3 must be payable on a quarterly basis in each Financial Year (or such other basis as may be specified in condition F8 of the Electricity System Operator Licence) by:

(a) the date indicated in each invoice received by the licensee from the ISOP requiring such payment; or

(b) where no such date is indicated, no later than 28 days after the date of the invoice.

15.5 In the case of sums payable in accordance with sub-paragraph 15.3(b), the licensee must comply with any basis of payment different from that set out in paragraph 15.4 if this is required by the Shortfall Direction and has been notified to the licensee by the ISOP.

## Late payment charges

15.6 In relation to sums required to be paid by sub-paragraph 15.3(a), the licensee must pay to the ISOP an amount representing 8% above the Base Interest Rate of any payment not made to the ISOP on the date specified pursuant to paragraph 15.4, calculated for each day after the date on which that payment should have been made, until the payment is made.

15.7 In relation to any sums required to be paid by sub-paragraph 15.3(b), if the licensee does not make that payment on or before the date required in accordance with paragraph 15.4 or 15.5, it must pay to the ISOP an amount representing the rate of interest applicable to any part of the amount to be raised by the ISOP that is specified in the Shortfall Direction and set out in the ISOP's notice given to the licensee under standard condition E14 of the Electricity System Operator, until the payment is made.

15.8 Any interest payment owed under paragraph 15.6 or 15.7 must be made by the licensee as soon as possible after, and in any event no later than 28 days after, the date of the ISOP's invoice for such payment.

## Definitions for condition

15.9 For the purposes of this condition**:**

**Act** means the Electricity Act 1989.

**Base Interest Rate** means, in respect of any day, the rate per annum which is equal to the base lending rate from time to time of Barclays Bank plc as at the close of business on the immediately preceding Business Day.

**Business Day** means any day of the week, other than a Saturday, on which banks are open for domestic business in the City of London.

**Energy Administration Order** has the same meaning as in section 154 of the Energy Act 2004.

**ESC Administration Order** has the same meaning as in section 94 of the Energy Act 2011.

**Financial Year** means a period of 12 months beginning on 1 April each year and ending on 31 March of the next calendar year.

**Gas System Planner Licence** means a licence granted or treated as granted under section 7AA of the Gas Act 1986.

**Protected Energy Company** has the same meaning as in section 154 of the Energy Act 2004.

**Energy Supply Company** has the same meaning as in section 94 of the Energy Act 2011.

**Electricity System Operator Licence** means a licence granted, or treated as granted, under section 6(1)(da) of the Act.

**ISOP** means the person for the time being designated as the Independent System Operator and Planner under section 162 of the Energy Act 2023 who holds an Electricity System Operator Licence and Gas System Planner Licence.

**Relevant Distributor** has the same meaning as in section 184 of the Energy Act 2004.

**Shortfall Direction** has the same meaning as in standard condition A1 of the Electricity System Operator Licence.

**Smart Meter Communication Licensee** has the same meaning as the "smart meter communication licensee" in section 2(5) of the Smart Meters Act 2018.

**SMCL Administration Order** has the same meaning as a "smart meter communication licensee administration order" in section 2(1) of the Smart Meters Act 2018.

**Specified Area** means the area specified in the Energy Act 2004 (Assistance for Areas with High Distribution Costs) Order 2005.

**the pence per kWh tariff** means the tariff calculated in accordance with paragraph F8.9 of condition C21 of the Electricity System Operator Licence.

# Conditions 16 to 19 (Not used)

## Condition 19A. Financial information reporting

19A.1. The Relevant Licensee must prepare and publish on its Website a Consolidated Segmental Statement in respect of information relating to the revenues, costs and profits of its activities in the supply of electricity and/or the supply of gas to any premises taking account of the Guidelines.

19A.2. Where applicable, the Relevant Licensee must prepare and publish the Consolidated Segmental Statement referred to in paragraph 19A.1 in conjunction with any Affiliates.

19A.3. The Relevant Licensee must, in conjunction with any Affiliates, prepare and publish a Consolidated Segmental Statement

(a) as soon as reasonably practicable and no later than ten months after the end of the Relevant Licensee's financial year; or

(b) no later than a date specified by the Authority, which can be no earlier than nine months after the end of the Relevant Licensee's financial year.

19A.4. Subject to complying with this paragraph the Relevant Licensee may, for the purpose of preparing the statement pursuant to paragraph 19A.3, prepare and compile the information according to the licensee's annual accounting procedures. The Relevant Licensee must include in every such statement an explanation of:

(a) how it defines the terms revenues, costs and profits;

(b) how the revenues and profits can be reconciled with its UK statutory accounts;

(c) how, if UK statutory accounts are not prepared or published, the revenues and profits can be reconciled with audited figures in accordance with Generally Accepted Accounting Principles (GAPP) published in Group accounts; and

(d) where individual business functions are captured in the Consolidated Segmental Statement, as specified in the Guidelines.

19A.5. The Relevant Licensee must ensure that the information prepared and made public pursuant to paragraph 19A.3 includes the share of revenues, costs, profits and volumes of Joint Ventures and Associates.

19A.6. Subject to complying with Paragraph 19A.5 the Relevant Licensee must ensure that all the information prepared and made public pursuant to paragraph 19A.3 is in all

material respects consistent with the information prepared pursuant to paragraph 19A.4 and the information is presented with a clear and full explanation.

19A.7. Not Used

19A.8. Not Used

19A.9. (a) The Authority shall prepare Guidelines in relation to the requirements of this condition and may modify, in whole or in part, the Guidelines following consultation with the Relevant Licensees in accordance with section 11A of the Act.

19A.10. Where the Authority considers that the Relevant Licensee has not properly prepared the Consolidated Segmental Statement in accordance with this licence condition and the Guidelines and template, it may require the Relevant Licensee to commission and submit a report from an Appropriate Auditor or to submit a report from an Appropriate Auditor which it has already commissioned.

19A.11. The Relevant Licensee may apply to the Authority to request a direction that this condition 19A does not apply and must provide any information required by the Authority in support of such application for consideration of whether to grant or refuse such an application.

19A.12. For the purposes of this condition:

"**Affiliate**" means any holding company or subsidiary of a holding company of the Relevant Licensee, in each case within the meaning of sections 1159 and 1160 of the Companies Act 2006.

"**Appropriate Auditors**" means

(a) in the case of a licensee which is a company within the meaning of section 1 of the Companies Act 2006, a person appointed as auditor under Chapter 2 of Part 16 of that Act;

(b) in the case of any other licensee which is required by the law of a country or territory within the European Economic Area to appoint an auditor under provisions analogous to Chapter 2 of Part 16 of the Companies Act 2006, a person so appointed;

(c) in any other case, a person who is eligible for appointment as a company auditor under sections 1212 and 1216 of the Companies Act 2006, or in relation to auditors appointed for financial years beginning before 6 April 2008, a person who is eligible for appointment as a company auditor under sections 25 and 26 of the Companies Act 1989.

"**Associate**" means an entity, including an unincorporated entity such as a partnership, over which the Relevant Licensee has significant influence and that is neither a subsidiary nor an interest in a joint venture.

"**Consolidated Segmental Statement**" means a statement as described in the Guidelines.

**"Guidelines"** means the guidance and procedures in place for preparing the Consolidated Segmental Statements.

"**Joint Venture**" means a contractual arrangement whereby the Relevant Licensees and one or more parties undertake an economic activity that is subject to joint control.

"**Relevant Licensee**" means the holder of an electricity supply licence granted or treated as granted under section 6(1)(d) of the Act if:

(a) it supplies, or it and any of its Affiliates jointly supply:
   i. electricity to 50,000 or more domestic customers based on number of meter points; or
   ii. gas to 50,000 or more domestic customers based on number of meter points; or
   iii. electricity to 10 or more non-domestic customers based on number of meter points; or
   iv. gas to 10 or more non-domestic customers based on number of meter points, respectively

"**Website**" means a website controlled and used by the Relevant Licensee or an Affiliate for the purposes of providing information and communication.

## Condition 19AA. Notification requirements regarding significant commercial/personnel developments

19AA.1 The licensee must notify the Authority of any change in any of the matters listed in SLC 19AA.5.

19AA.2 Unless the Authority otherwise directs, the licensee shall:

(a) not enter into a binding agreement for a Trade Sale or Trade Purchase;

(b) not conclude arrangements which, if carried into effect, will result in the creation of a Relevant Merger Situation;

(c) take all reasonable steps not to allow a change in Person with Significant Control in respect of the licensee; or

(d) take all reasonable steps not to allow a change in person with Significant Managerial Responsibility or Influence in respect of the licensee,

until such time as the licensee has provided any information required by the Authority (whether identified in any guidance issued under this SLC 19AA or in response to a notification from the licensee) to complete its SLC 19AA Assessment and the Authority has notified the licensee that it has completed a SLC 19AA Assessment.

19AA.3 The licensee must have regard to the findings of any SLC 19AA Assessment conducted pursuant to this SLC 19AA and notified to it.

19AA.4 The licensee is not required to comply with SLC 19AA.2 to such extent and subject to such conditions as the Authority may from time-to-time direct.

19AA.5 The matters referred to in 19AA.1 are the following:

(a) whether the licensee is entering into a binding agreement for a Trade Sale or a Trade Purchase, and for the avoidance of doubt, the notification should take place in accordance with the number of days required for notification as specified in or determined under guidance issued by the Authority on this SLC 19AA before the licensee enters into such an agreement;

(b) the address of the licensee’s registered office;

(c) the e-mail address of the licensee’s regulatory contact;

(d) whether the licensee is an Active Supplier in respect of Domestic Customers and / or Non-Domestic Customers;

(e) whether there is a reasonable prospect that a Relevant Merger Situation has arisen will arise in respect of the licensee and for the avoidance of doubt, the notification should take place in accordance with the number of days required for notification as specified in or determined under guidance issued by the Authority on this SLC 19AA before the licensee concludes the relevant arrangements;

(f) whether there is a reasonable prospect that there will be a change in any Person with Significant Control in respect of the licensee (whether by virtue of one or more persons ceasing to have Significant Control and/or by virtue of one or more person who does not have Significant Control acquiring it) and for the avoidance of doubt, the notification should take place in accordance with the number of days required for notification as specified in or determined under guidance issued by the Authority on this SLC 19AA before the licensee makes such change;

(g) whether there is a reasonable prospect that there will be a change in any Person person with Significant Managerial Responsibility or Influence in respect of the licensee (whether by virtue of one or more persons ceasing to have Significant Managerial Responsibility or Influence and/or by virtue of one or more person who does not have Significant Managerial Responsibility or Influence acquiring it) and for the avoidance of doubt, the notification should take place in accordance with the number of days required for notification as specified in or determined under guidance issued by the Authority on this SLC 19AA before the licensee makes such change;

(h) whether the licensee supplies any Customers through a White Label Tariff;

(i) any significant changes that may affect how a licensee operates.

19AA.6 The licensee must have regard to any guidance on SLC 19AA (including in respect of definitions which appear in standard condition 1) which, following consultation, the Authority may from time-to-time revise.

## Definitions for condition

19AA.7 For the purposes of this condition:

**Person with Significant Control** has the same meaning as under section 790C of the Companies Act 2006.

**Relevant Merger Situation** has the same meaning as under section 23 of the Enterprise Act 2002.

**SLC 19AA Assessment** means an assessment of significant commercial/personnel developments by the Authority against the requirements set out in guidance issued by the Authority on this SLC 19AA and (subject to the licensee's provision of information required by the Authority) to be carried out within the period specified in such guidance.

## Condition 19B. Prohibition of cross-subsidies

The licensee shall ensure that its business carrying out supply activities shall not give any cross-subsidy to, or receive any cross-subsidy from any interconnection, transmission or distribution business of the licensee.

## Condition 19C. Customer supply continuity plans

19C1. The licensee must ensure it has prepared and has in place, at all times, a customer supply continuity plan, which sets out the licensee's strategy for safeguarding the continuity of supply for its customers in the event of its exit from the market (a **Customer Supply Continuity Plan**).

19C.2 The licensee must ensure that the information provided in its Customer Supply Continuity Plan is accurate, and is prepared with due skill and care.

19C.3 The licensee must ensure that the information contained in its Customer Supply Continuity Plan is maintained and kept up-to-date at all times.

## Condition 19D. Trade Sales

19D.1 The licensee must not undertake a Trade Sale or Trade Purchase that:

a) subverts or distorts, or is likely to subvert or distort the Supplier of Last Resort process; and / or

b) makes it more likely, in the Authority's opinion, that costs will be Mutualised.

# Standard conditions 20 and 21:

## Information for all Customers

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

## Licensed Distributor's Enquiry Service

20.1 The licensee must keep each of its Non-Domestic Customers informed of the current postal address and telephone number of the Licensed Distributor's Enquiry Service.

20.2 The licensee may comply with paragraph 20.1 by:

(a) providing each Non-Domestic Customer whose premises is supplied with electricity under a Contract or a Deemed Contract with the information referred to in that paragraph when the licensee first begins to supply electricity to the Non-Domestic Customer's premises or, in the case of a Deemed Contract, becomes aware that it is doing so;

(b) providing the information referred to in that paragraph to each Non-Domestic Customer on each Bill or statement of account sent to a Non-Domestic Customer in relation to Charges for the Supply of Electricity or annually if the licensee has not sent such a Bill or statement of account to them; and

(c) providing the information referred to in that paragraph to a Non-Domestic Customer as soon as reasonably practicable after they request it.

20.3 The licensee must take all reasonable steps to inform each of its Non-Domestic Customers of any change to the postal address or telephone number of the Licensed Distributor's Enquiry Service before the date on which the change becomes effective or as soon as reasonably practicable after that date.

## Supply Number

20.4 The licensee must inform each of its Non-Domestic Customers of their Supply Number:

(a) on each Bill or statement of account sent to a Non-Domestic Customer in relation to Charges; or

(b) annually if the licensee has not sent such a Bill or statement of account to them.

## Advice Information

20.4A The licensee must keep each of its Micro Business Consumers informed:

(a) that Citizens Advice consumer service can assist in providing information and advice to Micro Business Consumers; and

(b) how to contact Citizens Advice and Citizens Advice Scotland

by providing that information at least annually.

20.4B The licensee must keep each of its Small Business Consumers informed:

(a) that Citizens Advice consumer service can assist in providing information and advice to Small Business Consumers; and

(b) how to contact Citizens Advice and Citizens Advice Scotland

by providing that information at least annually. "Small Business Consumer" has the meaning given in The Gas and Electricity Regulated Providers (Redress Scheme) Order 2008 (as and when amended to that effect). This Licence Condition 20.4B will take effect on a date specified by the Authority giving the licensee at least three months' Notice, and in any event will not take effect before 1 December 2024.

## Working with Third Party Intermediaries

## 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 Micro Business Consumer or Small Business 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 in respect of a Micro Business Consumer Contract or a Small Business Consumer Contract, the 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 or Small 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. The provisions in this Condition 20.5 insofar as they relate to dispute settlement between a Small Business Consumer and a Third Party, will take effect on a date specified by the Authority giving the licensee at least three months' Notice, and in any event will not take effect before 1 December 2024.

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 Non-Domestic 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 Non-Domestic Customer including:

(i) any pre-sales communications;

(ii) any communications regardingBilling or Contractual Information; and

(iii) any matters that fall within the scopeof standard condition

7A (in so far as they relate to a Micro Business Consumer), and any matters that fall within the scope of standard conditions 14, 14A and 21B (in so far as they relate to a Non-Domestic Customer); and

(b) any processing of information relating tothe supply of electricity to a Non-Domestic Consumer, together with any other Relevant Activities as the Authority may direct from time to time, following consultation.

**'Small Business Consumer'** has the meaning given in The Gas and Electricity Regulated Providers (Redress Scheme) Order 2008 (as and when amended to that effect).

## Information on Third Party Costs

20.6 The licensee must provide to the Non-Domestic Customer 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 Non-Domestic Supply Contract;

20.6A The licensee must ensure that the information that the licensee is required to disclose by virtue of condition

20.6B:

(a) for Micro Business Consumers is disclosed as monies, whether actual amounts or (if that is not possible) estimated amounts and as a cost per unit of energy or a cost per day (month) where it forms part of a daily (monthly) standing charge;

(b) for Non-Domestic Customers who do not qualify as a Micro Business Consumer, is disclosed as a cost per unit of energy or a cost per day (month) where it forms part of a daily (monthly) standing charge;

(c) enables a Non-Domestic Customer 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

(d) is drafted in plain and intelligible language

# Condition 21. Fuel mix disclosure arrangements

21.1 The purpose of this condition is to require the licensee to publish specified information about:

(a) fuel sources from which the electricity supplied by it has been generated; and

(b) the environmental impact of generating electricity from those fuel sources.

## Licensee's duty to publish

21.2 The duty to publish under this condition arises where the licensee has been a supplier of electricity for the whole of any Disclosure Period.

21.3 Where the duty arises, the licensee must, during the period of 12 months beginning on 1 October after the end of a Disclosure Period:

(a) provide the Data relating to that Disclosure Period to each customer to whom it sends a Bill or statement of account, by including that Data on or with at least one Bill or statement of account sent to the customer during those 12 months; and

(b) include the Data relating to that Disclosure Period in its Promotional Materials issued during those 12 months.

## Data for publication

21.4 The Data are, in respect of each Disclosure Period:

(a) the contribution, expressed as a percentage, made by each Energy Source to the Total Amount of Electricity purchased for supply by the licensee; and

(b) the environmental impact of the Total Amount of Electricity purchased for supply by the licensee, expressed as the quantity in grams of carbon dioxide emitted and of radioactive waste produced per kWh of electricity.

21.5 The Data are to be calculated consistently with paragraphs 21.10 to 21.13.

## Publishing Data

21.6 The licensee must indicate clearly, when publishing the Data under this condition:

(a) the Disclosure Period to which those Data relate; and

(b) that the Data relate to the Total Amount of Electricity purchased for supply by the licensee.

21.7 Each item of Data referred to in sub-paragraph 21.4(a), if it is not zero, must be rounded either to the nearest whole percentage point or, if it is less than one percent, to the nearest single decimal place.

21.8 The Data referred to in sub-paragraph 21.4(b) may be provided by reference to an existing source such as a web page, so long as that reference is sufficiently clear to enable the source to be easily accessed and that the purpose for which the reference is provided is stated on or with the Bill or statement of account and on the Promotional Materials.

21.9 During the last two months of any period of 12 months beginning on 1 October after the end of a Disclosure Period, the licensee may include in its Promotional Materials the Data relating to the most recent Disclosure Period instead of the Data referred to in paragraph 21.3.

## Evidence for contributions

21.10 An Energy Source must be treated as having contributed to the Total Amount of Electricity purchased for supply by the licensee where, at midday on 1 July immediately after the end of a Disclosure Period, the licensee holds:

(a) for Renewable Energy Sources, a Guarantee of Origin relating to its generation in that period or, up to and including 1 July 2006, a Generator Declaration relating to that period and indicating a Renewable Energy Source;

(b) for coal, gas, a nuclear source or any Other Energy Source, a Generator Declaration relating to that period and indicating that Energy Source; and

(c) for electricity that is purchased by way of an electricity exchange or imported from an undertaking outside the Community, if aggregated figures are provided by that exchange or undertaking, those figures that identify the amount of electricity produced from a particular Energy Source.

21.11 If the licensee does not hold evidence referred to in paragraph 21.10 in respect of any part of the electricity which it has purchased for supply during the Disclosure Period, it must apportion that electricity between Energy Sources in the percentages provided for under the Fuel Mix Disclosure Data Table.

21.12 The licensee may only rely on a Guarantee of Origin issued outside Great Britain or on a Generator Declaration from a generator outside Great Britain if:

(a) it holds evidence that the electricity referred to in the Guarantee of Origin or Generator Declaration has been supplied in Great Britain; and

(b) that Guarantee of Origin or Generator Declaration has not been used outside Great Britain as evidence of fuel mix.

## Calculating the environmental impact

21.13 The Data referred to in sub-paragraph 21.4(b) must be calculated as follows:

(a) for carbon dioxide, by multiplying the percentage contribution of each Energy Source calculated under sub-paragraph 21.4(a) by the $CO_2$ emission rate for that Energy Source set out in the Fuel Mix Disclosure Data Table and then adding together the results of that calculation for all Energy Sources; and

(b) for radioactive waste, by multiplying the percentage contribution of nuclear generation calculated under sub-paragraph 21.4(a) by the rate of radioactive waste set out in the Fuel Mix Disclosure Data Table.

21.14 Not Used.

## Definitions for condition

21.15 For the purposes of this condition:

**Data** has the meaning given in paragraph 21.4.

**Disclosure Period** means each period beginning on 1 April and ending on the following 31 March.

**Energy Source** means the fuel used for the generation of electricity purchased for supply by the licensee, being coal, gas, a nuclear source, a Renewable Energy Source or any Other Energy Source.

**Fuel Mix Disclosure Data Table** means a table published by the Department of Trade and Industry on its website, which is available by 1 August each year and is identified as being for use by suppliers for the provision of**:**

(a) the adjustment factor referred to in the definition (below) of the Total Amount of Electricity;

(b) the percentages required for the calculation of the amount of each Energy Source in the residual fuel mix for the purposes of paragraph 21.11; and

(c) the information required about environmental impact for the purposes of paragraph 21.13.

**Generator Declaration** means a declaration including details of:

(a) the name and location of the generating station;

(b) the name of the licence holder to which the information in the declaration relates;

(c) the Disclosure Period to which the declaration relates;

(d) the fuel used in the generating station and, when that station uses more than one fuel, the proportion of each fuel used according to its calorific value;

(e) the amount of electricity subject to the declaration, expressed in MWh;

(f) a statement that the generator has neither issued Generator Declarations nor transferred Guarantees of Origin in relation to an amount of electricity that exceeds the total output of the generating station in the Disclosure Period; and

(g) the signature of a director of the generating company (or a person of similar standing where the licence holder to which the declaration relates is not a company) to verify the facts referred to in sub-paragraphs (a) to (f).

**Guarantee of Origin** means a certificate issued by the Authority or by any other competent body that is recognised by the Authority under the Electricity (Guarantees of Origin of Electricity Produced from Renewable Energy Sources) Regulations 2003.

**Other Energy Source** means an Energy Source other than coal, gas, a nuclear source or a Renewable Energy Source.

**Renewable Energy Source** means any of the following: wind power, solar power, geothermal power, wave power, tidal power, hydro power and power produced from biomass, landfill gas, sewage treatment plant gas and biogases.

**Total Amount of Electricity** means the sum of the figures determined by the licensee under article 6(3) of the Renewables Obligation Order 2002 and article 6(3) of the Renewables Obligation (Scotland) Order 2004 (or equivalent determinations under any amendments to those Orders or re-enactments of the renewables obligation upon revocation of those Orders) multiplied by an adjustment factor provided in the Fuel Mix Disclosure Data Table to allow for transmission and distribution losses.

## Condition 21A. Provision of the annual statement of supply to Participants of the Carbon Reduction Commitment (CRC) Energy Efficiency Scheme

21A.1 Where a Participant requests in writing for it to do so, a licensee must provide in Writing the information specified in paragraph 21A.2 within 6 weeks of the end of the Year of the Phase to which the information relates.

21A.2 The information referred to in paragraph 21A.1 is:

(a) the amount of electricity supplied (in kWh) by the licensee to the Participant in the Year in which the request is made;

(b) how much (in kWh), if any, of the electricity supply has been estimated by the licensee, and the period to which such an estimate relates;

(c) the premises to which the supply was made;

(d) the Meter Point Administration Number (MPAN) of the Electricity Meter that measured any such supply.

21A.3 The Authority may issue, and may from time to time revise, guidance regarding the interpretation of this licence condition.

21A.4 In this condition:

"**Participant**" has the same meaning as that set out in Article 3 of the CRC Energy Efficiency Scheme Order 2010 (S.I. 2010/768).

"**Phase**" has the same meaning as that set out in Articles 2 and 3 of the CRC Energy Efficiency Scheme Order 2010 (S.I. 2010/768).

"**Year**" has the same meaning as that set out in Article 3 of the CRC Energy Efficiency Scheme Order 2010 (S.I. 2010/768).

## Condition 21B. Billing based on meter readings

21B.1 If a Customer provides a meter reading to the licensee that the licensee considers reasonably accurate, or if the Electricity Meter is read by the licensee, the licensee must take all reasonable steps to reflect the meter reading in the next Bill or statement of account sent to the Customer.

21B.2 If the licensee considers that a meter reading provided by a Customer is not reasonably accurate, the licensee must take all reasonable steps to contact the Customer to obtain a new meter reading from him.

21B.3 Paragraphs 21B.4 and 21B.5 apply from 31 December 2014.

21B.4 The licensee must take all reasonable steps to obtain a meter reading (including any meter reading transmitted electronically from a meter to the licensee or provided by the Customer and accepted by the licensee) for each of its Customers at least once every year.

This paragraph does not apply in relation to any Customer with a Prepayment Meter.

21B.5 The licensee must make available a Bill or statement of account to each of its Customers at least twice yearly and at least quarterly to any Customer who requests it or who has Online Account Management.

This paragraph does not apply in relation to any Customer with:

(a) a Prepayment Meter;

(b) a Smart Metering System;

(c) unmetered supply as defined in regulation 2 of the Electricity (Unmetered Supply) Regulations 2001(**1**).

21B.5A The licensee must, where the Domestic Customer has a meter where access to remote readings for the licensee is enabled, offer to provide or make available accurate monthly billing information based on consumption, and subsequently provide or make available such billing information where requested by the Domestic Customer.

21B.6 Where a Customer requests Online Account Management the licensee must comply with that request.

21B.7 Where a Customer requests an explanation of how their Bill or statement of account was derived the licensee must comply with that request in plain and intelligible language.

21B.8 The licensee must not make a specific charge for the provision of a Bill or statement of account or for access in an appropriate way to the consumption data used to calculate that Bill or statement of account.

This paragraph does not apply in respect of providing additional copies of a Bill or statement of account to a Customer.

21B.9 Where a Customer requests the licensee to make available information on their energy billing and historical consumption either to the Customer or to any other person designated by the Customer the licensee must comply with that request to the extent that the information requested is available and as soon as reasonably practicable.

# Condition 21BA. Backbilling

## Part A: application to Domestic Customers

### Prohibition

21BA.1 Subject to paragraph 21BA.2, where the licensee or any Representative Issues a Bill to a Domestic Customer or otherwise seeks to recover (including via a Prepayment Meter) Charges for the Supply of Electricity from that customer (hereafter a "charge recovery action"), they must only do so in respect of:

(a) units of electricity which could reasonably be considered to have been consumed within the 12 months preceding the date the charge recovery action was taken; and

(b) where applicable, amounts in respect of a Standing Charge or any other type of supply charge accrued within the 12 months preceding the date the charge recovery action was taken.

### Exceptions to prohibition

21BA.2 Paragraph 21BA.1 does not apply in the following circumstances:

(a) where any charge recovery action was taken prior to the date this condition took effect;

(b) the licensee or any Representative, has taken a charge recovery action following the date this condition took effect in a manner which complied with paragraph 21BA.1 and, due to non-payment are continuing to take steps to obtain payment for the same units of electricity and, where applicable, the same amounts in respect of a Standing Charge or other type of supply charge;

(c) the licensee has been unable to take a charge recovery action for the correct amount of electricity consumed due to obstructive or manifestly unreasonable behaviour of the Domestic Customer;

(d) any other circumstances, which following consultation, the Authority may specify by publishing a statement in writing.

### Terms of contracts

21BA.3 The licensee must ensure that the terms and conditions of each Relevant Contract comply with the provisions of this condition.

21BA.4 The licensee must ensure that each Relevant Contract contains terms and conditions which reflect the effect of the provisions of this condition.

21BA.5 The licensee must not enforce or take advantage of any term of a Relevant Contract if:

(a) the inclusion of that term is incompatible with this condition; or

(b) the enforcement or taking advantage of that term would be so incompatible.

**Definitions for Part A**

21BA.6 In this condition Relevant Contract means any Domestic Supply Contract and Deemed Contract.

**Part B: application to Micro Business Consumers**

21BA.7 In respect of a Micro Business Consumer, the licensee must comply with Part A of this condition on the basis that:

(a) any reference to Domestic Customer is to be read as a reference to Micro Business Consumer; and

(b) any reference to a Relevant Contract is to be read as a reference to Micro Business Consumer Contract.

21BA.8 In this condition **Micro Business Consumer** and **Micro Business Consumer Contract** have the meanings given in standard condition 7A.

**Compliance with Part A and Part B**

21BA.9 The licensee must comply with:

(a) paragraphs 21BA.1 to 21BA.6 with immediate effect; and

(b) paragraphs 21BA.7 and 21BA.8 with effect on and from 01 November 2018.

## Condition 21C. Declaration of a Licensee's FIT status

21C.1 The licensee must keep each of its Customers informed as to whether it is a Mandatory FIT Licensee, Voluntary FIT Licensee or neither.

21C.2 The licensee may comply with paragraph 21C.1. by–

(a) providing each Customer whose premises is supplied with electricity under a Contract or a Deemed Contract with the information referred to in that paragraph when the licensee first begins to supply electricity to the customer's premises or, in the case of a Deemed Contract, becomes aware that it is doing so; or

(b) providing the information referred to in that paragraph to a Customer as soon as reasonably practicable after the customer requests it.

21C.3. In this condition, "Mandatory FIT Licensee" and "Voluntary FIT Licensee" have the meaning set out in Schedule A to Standard Condition 33.

## Condition 21D. Tariffs with Environmental Claims

21D.1 Conditions 21D.2 to 21D.13 apply to a licensee who offers a Tariff to Domestic Customers to which it attaches an Environmental Claim.

Evidence of supply

21D.2 The licensee must, at midday on 1 July immediately after a disclosure period as defined in SLC 21 and after it supplies electricity under a Tariff to which it attaches an Environmental Claim to the effect that some or all of the electricity supplied under that Tariff is generated from renewable sources:

a) hold the requisite number of Guarantees of Origin (GOs) to support the volume of claimed renewable supply, and,
b) retire any associated Levy Exemption Certificates (LECs).

21D.3 For the use of Guarantees of Origin issued outside of Great Britain, the same rules and procedures apply as set out in SLC 21.12.

Additionality

21D.4 If the licensee makes an Environmental Claim in connection with a Tariff, either:

a) the licensee must ensure that the claimed environmental benefit is a result of consumers choosing to purchase the Tariff in question and not solely brought about as a result of subsidies, obligations or other mandatory mechanisms; or
b) if the licensee cannot comply with (a), publish a statement in accordance with paragraphs 21D.6 and 21D.7.

Transparency

21D.5 The licensee must provide the following information to customers.

Tier 1

21D.6 If paragraph 21D.4(b) applies, the licensee must publish a clear statement to the effect that purchasing the tariff in question will not produce an environmental benefit.

21D.7 The licensee must ensure that the statement required by paragraph 21D.6 is published prominently and in close proximity to the Environmental Claim.

Tier 2

21D.8 Before it enters into a Domestic Supply Contract with a Domestic Customer for a Tariff that is the subject of an Environmental Claim, the licensee must take all reasonable steps to communicate the following information to the Domestic Customer:

a) A Fuel Mix Disclosure chart illustrating the relevant fuel mix of the licensee in line with SLC 21.

b) If paragraph 21D.4(a) applies to the tariff, a description of the environmental benefit that is, or will be, delivered as a result of the Domestic Customer choosing the Tariff, expressed where applicable in tonnes of CO2 equivalent.

c) A link to, or information on where the Domestic Customer can obtain, the information required by paragraph 21D.9

Tier 3

21D.9 To put the Environmental Claim in context, the licensee must make further information available to Domestic Customers from a publicly accessible resource such as its website (including information on additionality, government support for renewable supply, and how electricity is physically distributed).

Responsibility for Representatives

21D.10 The licensee must take all reasonable steps to ensure that its Representatives comply with the obligations in paragraphs 21D.6 to 21D.9.

Annual reporting obligation

21D.11 For each Tariff it offers to which paragraph 21D.6 does not apply, the licensee must publish a report annually to outline the environmental benefit derived from the tariff.

21D.12 The licensee must comply with guidance on the interpretation of condition 21D which, following consultation, the Authority may issue and may from time to time revise.

Definitions for condition

21D.13 In this condition:

"**Environmental Claim**" means a claim made in the course of marketing, billing, or other customer communication that asserts, or may lead a customer to believe, that choosing the particular tariff is driving an environmental benefit based on the supply of renewable electricity.

"**Guarantee of Origin**" or "**GO**" means a certificate issued by the Authority or by any other competent body that is recognised by the Authority under the Electricity (Guarantees of Origin of Electricity Produced from Renewable Energy Sources) Regulations 2003."

"**Levy Exemption Certificate**" or "**LEC**" means a renewables levy exemption certificate (in units of one megawatt hour each) issued by the Authority or its appointed agent as evidence that one megawatt hour of renewable electricity is wholly exempt from the Climate Change Levy;

"**Climate Change Levy**" means the levy of that name introduced pursuant to the Finance Act 2000 and subordinate legislation, including the Climate Change Levy (General) Regulations 2001 (SI 2001/838), as amended from time to time.

# SECTION B: STANDARD CONDITIONS FOR DOMESTIC SUPPLIERS

# Standard conditions 22 to 24:

# Regulation of Domestic Supply Contracts

## Condition 22. Duty to offer and supply under Domestic Supply Contract

## Licensee's obligations

22.1 If the licensee supplies electricity to Domestic Premises, it must do so under a Domestic Supply Contract or a Deemed Contract.

22.2 Within a reasonable period of time after receiving a request from a Domestic Customer for a supply of electricity to Domestic Premises, the licensee must offer to enter into a Domestic Supply Contract with that customer.

22.3 If the Domestic Customer accepts the terms of the Domestic Supply Contract offered to him under paragraph 22.2, the licensee must supply electricity in accordance with that contract.

22.4 A Domestic Supply Contract must:

(a) be in Writing; and

(b) include all the terms and conditions for the supply of electricity, including:

(i) a term separately identifying the Charges for the Supply of Electricity and the charge for any other good or service to be provided; and

(ii) a term reflecting the provisions of standard condition 24 (Termination of Domestic Supply Contracts) in relation to the ending of the contract in the circumstances set out there.

22.5 A Domestic Supply Contract or a Deemed Contract with a Domestic Customer entered into or negotiated on or after the day after the day on which the Electricity and Gas (Internal Markets) Regulations 2011 are made must include:

(a) the identity and address of the licensee;

(b) the services provided, including any maintenance services provided, and any service quality levels that are to be met;

(c) if a connection is required, when that connection will take place;

(d) the means by which up to date information on all applicable tariffs and maintenance charges, including in relation to a Tied Bundle, may be obtained;

(e) any conditions for renewal of the Domestic Supply Contract, including in relation to a Tied Bundle;

(f) any compensation and refund arrangements which apply if contracted quality service levels are not met, including inaccurate and delayed billing; and

(g) information concerning the Domestic Customer's rights as regards the means of dispute settlement available to them in the event of a dispute with the licensee including how dispute resolution procedures can be initiated.

22.6 If a Domestic Premises is in the part of the North of Scotland referred to in an order made by the Secretary of State under section 7B of the Act, the licensee must ensure that the Charges for the Supply of Electricity for the premises comply with that order.

## Exceptions to licensee's obligations

22.7 The licensee is not required to comply with the obligations set out in paragraphs 22.2 or 22.3 in any of the following circumstances:

(a) the licensee may breach regulations made under section 29 of the Act if it supplies electricity to the Domestic Premises, provided that it has taken all reasonable steps to prevent such breach from occurring;

(b) without prejudice to paragraph 13 of standard condition 25B, it is not reasonable in all the circumstances of the case for the licensee to supply electricity to the Domestic Premises, provided that, if it is already supplying electricity to the premises, it has given at least seven Working Days' Notice of its intention to stop doing so;

(c) the licensee requires the Domestic Customer to pay a Security Deposit and he does not do so, except if that deposit is in breach of any of the requirements in paragraphs 3 and 4 of standard condition 27 (Payments, Security Deposits and Disconnections); or

(d) where the licensee is a Non-Green Deal Licensee, the premises of the Domestic Customer are Green Deal Premises and the licensee reasonably expects that those premises will continue to be Green Deal Premises at the time the licensee expects to begin supplying electricity to the premises.

## Provision of Domestic Supply Contracts

22.8 If a person requests a copy of any form of Domestic Supply Contract that the licensee may offer under paragraph 22.2, the licensee must send a copy of that

form of contract to that person within a reasonable period of time after receiving the request.

## Provision of Customer Information

22.9 Where a Domestic Customer requests the licensee to pass on his Historic Consumption Data and/or Supply Number either to the Domestic Customer or to another Electricity Supplier or to any other person, the licensee shall comply with that request free of charge as soon as reasonably practicable.

22.10 For the purposes of this condition:

"**Historic Consumption Data**" means:

(a) except where a Domestic Customer has held his Domestic Supply Contract for less than 12 months, the quantity of electricity supplied to the Domestic Customer's Domestic Premises during the previous 12 months; or

(b) where the Domestic Customer has held his Domestic Contract for less than 12 months, the quantity of electricity supplied to the Domestic Customer's Domestic Premises during the duration of the Domestic Contract.

## Condition 22A. Unit Rate, Standing Charge and Tariff Name requirements

22A.1 The licensee must only:

(a) offer to supply a Domestic Customer on the basis of a Domestic Supply Contract which complies with standard condition 22A; and

(b) supply a Domestic Customer on the basis of a Domestic Supply Contract or a Deemed Contract which complies with standard condition 22A.

22A.2 In respect of supplying electricity to a Domestic Customer under a Deemed Contract or Domestic Supply Contract, the licensee must ensure that all Charges for Supply Activities are incorporated within:

(a) where the Domestic Supply Contract or Deemed Contract is for a Non-Time of Use Tariff:

(i) zero or more Standing Charge(s); and/or

(ii) zero or more Unit Rate(s); and

(b) where the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff:

(i) zero or more Standing Charge(s); and/or

(ii) Time of Use Rates.

22A.3 When the licensee or any Representative displays or communicates the Charges for the Supply of Electricity in any form the licensee must ensure that each of the following are separately identified from each other and any other charges:

(a) the Standing Charge(s);

(b) the Unit Rate(s) or, where applicable, Time of Use Rates.

**Restriction on Tariff Name**

22A.3A With the exception of White Label Tariffs, in any Region the licensee must not use more than one Tariff Name for each of its Tariffs at any time;

22A.3B In respect of White Label Tariffs, in any Region the licensee must not use more than one Tariff Name for each White Label Tariff of the same White Label Tariff Provider at any time.

22A.3C For the purposes of this condition the expression "use" is to be read as including (but is not necessarily limited to) circumstances where a Domestic Customer is:

(a) able to enter into a contract for something;

(b) offered something; or

(c) provided with something.

## Exception to compliance with condition

22A.4 The licensee is not required to comply with standard condition 22A to such extent and subject to such conditions as the Authority may from time to time direct.

## Guidance

22A.5 The licensee must have regard to any guidance on standard condition 22A (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

## Terms of Domestic Supply Contracts and Deemed Contracts

22A.6 The licensee must ensure that the terms and conditions of each Domestic Supply Contract and Deemed Contract comply with the provisions of standard condition 22A.

22A.7 The licensee must ensure that each Domestic Supply Contract and Deemed Contract contains terms and conditions which reflect the effect of:

(a) paragraph 22A.2 of standard condition 22A; and

(b) any provisions of standard condition 22A specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

22A.8 The licensee must not enforce or take advantage of any term of a Domestic Supply Contract or Deemed Contract if:

(a) the inclusion of that term is incompatible with standard condition 22A; or

(b) the enforcement or the taking advantage of that term would be so incompatible.

## Definitions for condition

22A.9 In this condition:

**"Charges for Supply Activities"** means (excluding Separate Charges, a Security Deposit, a Dual Fuel Discount and an Online Account Management Discount) any charges or costs relating to activities that could reasonably be considered as being directly related to the supply of electricity to premises, including (but not limited) to:

(a) Customer billing;

(b) meter reading;

(c) data processing;

(d) the provision of an Electricity Meter;

(e) the transmission and distribution of electricity;

(f) any form of electricity generation.

**"Separate Charges"** means (in so far as they are compatible with any relevant provisions of legislation, law or other licence conditions):

(a) charges levied on particular occasions in respect of matters related to the licensee's statutory powers to Disconnect premises;

(b) charges levied on particular occasions in relation to the licensee's statutory powers in respect of rights of entry to premises;

(c) charges levied on particular occasions in respect of:

(i) removing, inspecting (rather than meter reading), re-installing, testing, installing, or repairing a meter; or

(ii) changing the position of a meter installed at premises;

(d) charges levied on particular occasions in respect of making of a connection between premises and a Distribution System of a Licensed Distributor;

(e) a Termination Fee levied on a particular occasion;

(f) fees or charges levied on particular occasions in respect of, or related to, the late payment of Bills;

(g) charges levied on particular occasions in respect of providing replacement prepayment meter cards or payment cards;

(h) charges levied on particular occasions in respect of providing additional copies of any documentation to a Domestic Customer;

(i) charges that may be levied on a Domestic Customer from their telephone provider in respect of telephone calls;

(j) any charges which are expressly required by any licence condition or legislation; and

(k) charges levied on particular occasions in respect of any matters specified in directions which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise.

## Condition 22B. Requirements to make all tariffs available to new and existing customers

22B.1 Subject to paragraph 22B.2, the licensee must ensure that all its Tariffs are available to, and are capable of being entered into by, both new and existing Domestic Customers.

22B.2 Paragraph 22B.1 does not apply to:

(a) A Closed Fixed Term Tariff;

(b) A Collective Switching Tariff;

(c) A Dead Tariff which complies with standard condition 22D; and

(d) Tariffs only offered to a particular group of Domestic Customers defined on the basis of criteria specified by the licensee, provided that the criteria do not in any way relate to whether or not the Domestic Customer is a new or existing Domestic Customer.

22B.3 Exception to compliance with condition 22B

The licensee is not required to comply with standard condition 22B to such extent and subject to such conditions as the Authority may from time to time direct.

22B.4 In this condition:

"**Collective Switching Tariff**" means a Tariff for a Fixed Term Supply Contract which is entered into by a Domestic Customer only as a result of a Collective Switching Scheme.
**"Collective Switching Scheme"** means a scheme which the licensee is satisfied on the basis of the available evidence has:

(a) the primary purpose of seeking offers from more than one Electricity Supplier for Tariffs, with a view to ensuring that at least one of those offers is likely to result in a bulk number of Domestic Customers transferring to that Tariff; and
(b) a process which has all of the following characteristics:

(i) is organised and operated from time to time by a person that is not the licensee or an Affiliate;
(ii) is competitive and transparent, including by:
(1) having participation rules for Electricity Suppliers that are clear, well publicised and otherwise available to any interested party at a reasonable period of time before the process begins;

(2) being open to all Electricity Suppliers which are able to supply Domestic Customers to participate in;
(3) having participation criteria for Domestic Customers or particular groups of Domestic Customers which are well publicised at a reasonable period of time before the process begins and clear and easy to understand; and
(4) having an outcome which is made clear and which is well publicised;

(iii) a clearly defined start date; and

(iv) a clearly defined end date:

(1) by which Domestic Customers which have satisfied the participation criteria and which wish to enter into a new Domestic Supply Contract, must ultimately have entered into a Domestic Supply Contract for a Tariff offered by a participating licensee; and
(2) which is not longer than 6 months from the start date.

22B.5 SLC22B will cease to have effect at 23:59 on 31 March 2024, or such later date, to be 23:59 on 31 March 2025 and thereafter on the anniversary of that date, as specified by the Authority publishing a statement in Writing.

22B.6 The power to specify a later date in paragraph 22B.5 may be exercised by the Authority on more than one occasion (up until and including on any later date specified by the Authority).

# Condition 22C. Fixed Term Supply Contracts

22C.1 Without prejudice to any Evergreen Supply Contract or Deemed Contract, the licensee and any Representative must only supply or offer to supply a Domestic Customer on the basis of a Fixed Term Supply Contract which complies with standard condition 22C.

## Prohibition on further fixed term periods

22C.2 Without prejudice to paragraphs 22C.5, 22C.7 and 22C.8 of standard condition 22C and paragraph 24.9 of standard condition 24 (Continuation of Fixed Term Supply Contract Terms for interim period), the licensee must not extend in any way the duration of any fixed term period that applies to a Fixed Term Supply Contract.

## Renewal of a Fixed Term Supply Contracts

22C.3 Prior to the end of a Fixed Term Supply Contract the licensee must act in accordance with standard condition 31I.

22C.4 (Not used)

22C.5 In relation to any Fixed Term Supply Contract, other than a Relevant Fixed Term Default Tariff, the licensee may only extend the duration of that Contract for a further fixed term period (with or without any changes to other terms and conditions, including the Charges for the Supply of Electricity) if:

(a) the licensee has provided the Domestic Customer with a Domestic Statement of Renewal Terms which incorporates an additional Notice which:

(i) with the exception of the Domestic Statement of Renewal Terms, must be provided separately from any other document, including (but not limited to) a Bill, statement of account or marketing material;

(ii) informs the Domestic Customer that the licensee is seeking the Domestic Customer's express agreement in Writing to a further fixed term period with or without proposed changes to other terms and conditions (including the Charges for the Supply of Electricity);

(iii) informs the Domestic Customer of the duration of the proposed further fixed term period and the nature, purpose and effect of any

proposed changes to other terms and conditions (including the Charges for the Supply of Electricity); and

(iv) informs the Domestic Customer they are under no obligation to agree to the proposed further fixed term period or any proposed changes to other terms and conditions (including the Charges for the Supply of Electricity);

(b) the Domestic Customer has expressly agreed in Writing to the proposed further fixed term period and, where applicable, any proposed changes to other terms and conditions (including the Charges for the Supply of Electricity) in response to the Notice given by the licensee in accordance with sub-paragraph 22C.5(a);

(c) the duration of the further fixed term period is no longer than the duration of the fixed term period that currently applies to the existing Fixed Term Supply Contract; and

(d) by virtue of the extended duration of the further fixed term period and any changes to other terms and conditions (including the Charges for the Supply of Electricity), the Fixed Term Supply Contract becomes identical to a Tariff which is a Live Fixed Term Tariff.

## Prohibition on termination fees for non compliance

22C.6 Where the licensee fails to comply with paragraphs 22C.2 to 22C.5 and extends the duration of an existing Fixed Term Supply Contract for a further fixed term period, the licensee may not charge or otherwise seek to enforce a Termination Fee in respect of that Domestic Supply Contract.

## Continued supply after a fixed term period ends

22C.7 Where a Domestic Customer does not change supplier or does not expressly agree a new Evergreen Supply Contract, a new Fixed Term Supply Contract or a further fixed term period for a Fixed Term Supply Contract by the date the fixed term period of an existing Fixed Term Supply Contract is due to end, the licensee must ensure that the terms of the Fixed Term Supply Contract provide that the Domestic Customer will become subject to either the Relevant Cheapest Evergreen Tariff or if the licensee considers it appropriate to do so, a Relevant Fixed Term Default Tariff.

22C.8 Without prejudice to paragraph 22C.2 of this condition and paragraph 24.9 of standard condition 24, if at the end of any fixed term period the licensee continues to supply a Domestic Customer, it must do so on the basis of:

(a) the Relevant Cheapest Evergreen Tariff or a Relevant Fixed Term Default Tariff which is provided for by the terms of the Fixed Term Supply Contract in accordance with paragraph 22C.7;

(b) a new Evergreen Supply Contract which has been entered into with the express agreement of the Domestic Customer;

(c) a new Fixed Term Supply Contract which has been entered into with the express agreement of the Domestic Customer and which complies with standard condition 22C; or

(d) a further fixed term period in relation to an existing Fixed Term Supply Contract in circumstances where that Fixed Term Supply Contract and that further fixed term period complies with standard condition 22C.

## Prohibition on increasing the Charges for the Supply of Electricity and other adverse unilateral variations

22C.9 Without prejudice to paragraph 22C.5 or paragraph 22C.7, in relation to any Fixed Term Supply Contract, the licensee must not:

(a) increase the Charges for the Supply of Electricity (including, but not limited to, by making any reduction in the amount of a Discount that is directly applied to a Unit Rate or Standing Charge); or

(b) unilaterally vary any other terms and conditions in any way which is to the disadvantage of a Domestic Customer.

## Exception to compliance with condition

22C.10 The licensee is not required to comply with standard condition 22C to such extent and subject to such conditions as the Authority may from time to time direct.

22C.11 In respect of an increase in Charges for the Supply of Electricity, the licensee is not required to comply with paragraph 22C.9 if:

(a) all of the following requirements are satisfied:

(i) the Domestic Supply Contract provides that variations to the Charges for the Supply of Electricity will occur automatically only in a manner which is fully linked to fluctuations in a published and transparent stock exchange quotation or index or a financial market rate that the licensee does not control; and

(ii) the licensee has complied with paragraph 23.1 of standard condition 23; and

(iii) the method by which the Charges for the Supply of Electricity fluctuate automatically is set out in the Domestic Supply Contract in a prominent position in plain and intelligible language; or

(b) all of the following requirements are satisfied:

(i) the Domestic Supply Contract expressly sets out in advance the precise variation or variations to the Charges for the Supply of Electricity which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to the licensee's discretion; and

(ii) the licensee has complied with paragraph 23.1 of standard condition 23; and

(iii) the precise variations to the Charges for the Supply of Electricity are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language.

22C.11A The licensee is not required to comply with paragraph 22C.9 in respect of an increase or variation of the Charges for the Supply of Electricity or any other charge or fee ('Relevant Charge') where all of the following circumstances apply:

(a) the Relevant Charge is subject to value added tax;

(b) there has been a change in the rate of value added tax that is chargeable in respect of the Relevant Charge; and

(c) the licensee varies the amount of the Relevant Charge only in order to fully reflect the rate of value added tax that is chargeable in respect of that Relevant Charge.

22C.11B Paragraph 22C.9 does not apply where all of the following requirements are satisfied:

(a) the licensee is only increasing the Charges for the Supply of Electricity and/or unilaterally varying any other terms and conditions in any way which is to the disadvantage of a Domestic Customer in order to move a Domestic Customer from one payment method to another ('the power to change payment methods');

(b) the power to change payment methods is only exercised on the grounds that the Domestic Customer has Outstanding Charges and/or has failed to comply with terms and conditions relating to a payment method;

(c) the power to change payment methods and the precise circumstances when that power will be exercised are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language; and

(d) the licensee has complied with paragraph 23.1 of standard condition 23.

## Guidance

22C.12 The licensee must have regard to any guidance on Relevant Matters for SLC 22C which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

## Terms of Fixed Term Supply Contracts

22C.13 The licensee must ensure that the terms and conditions of each Fixed Term Supply Contract comply with the provisions of standard condition 22C.

22C.13A The licensee must ensure that each Fixed Term Supply Contract contains terms and conditions which reflect the effect of:

(a) paragraph 22C.2;

(b) paragraph 31I.1(c) of standard condition 31I;

(c) paragraph 22C.5 (excluding sub-paragraphs 22C.5(a)(i) and 22C.5(d);

(d) paragraph 22C.6;

(e) paragraph 22C.7;

(f) paragraph 22C.9;

(g) any other requirement of standard condition 22C or any requirement relevant to the end of a Fixed Term Supply Contract set out in standard condition 31I which could reasonably be considered as:

(i) giving a particular Domestic Customer a right to receive or do something in any circumstances (including how much notice a Domestic Customer will receive before their Fixed Term Supply Contract comes to an end);

(ii) giving a particular Domestic Customer a right to avoid being subject to something in any circumstances; and

(iii) providing for a specific form of protection for a particular Domestic Customer in any circumstances; and

(h) any provisions of standard condition 22C specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

22C.14 The licensee must not enforce or take advantage of any term of a Fixed Term Supply Contract if:

(a) the inclusion of that term is incompatible with standard condition 22C; or

(b) the enforcement or the taking advantage of that term would be so incompatible.

## Treatment of Fixed Term Supply Contracts with changes to terms precisely set out in advance

22C.15 Without prejudice to paragraphs 22C.2 and 22C.5, where, in accordance with sub-paragraph 22C.11(b), a Fixed Term Supply Contract expressly sets out in advance the precise variation or variations to the Charges for the Supply of Electricity which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to the licensee's discretion, the references to "fixed term period" in paragraphs 22C.5, 22C.7 and 22C.8 of standard condition 22C and paragraph 31I.6 of standard condition 31I are to be read as a reference to the last fixed term period that applies to the Fixed Term Supply Contract.

## Definitions for condition

22C.16 In this condition:

**"Relevant Matters for SLC 22C"** means:

(a) the format and/or display of any information which must be included in the Notice referred to in sub-paragraph 22C.5(a); and

(b) the interpretation of standard condition 22C (including in respect of definitions which appear in standard condition 1).

# Condition 22D. Dead Tariffs

## Prohibition on Dead Tariffs

22D.1 Subject to paragraphs 22D.2 to 22D.22, and without prejudice to a Fixed Term Supply Contract, the licensee must only use (or, where there are any Affiliate Electricity Licensees, the licensee and any Affiliate Electricity Licensees must collectively or individually only use) Live Evergreen Tariffs.

## Exception for the withdrawal of Live Evergreen Tariffs

22D.1A Where the licensee wishes to withdraw a Live Evergreen Tariff, the licensee may treat that Live Evergreen Tariff as a Dead Tariff (a "Transitional Dead Tariff") for a period of 49 days (the "Transitional Period") in order to ensure that all the Domestic Customers which are subject to that Transitional Dead Tariff become subject to a Live Evergreen Tariff or Live Fixed Term Tariff.

22D.1B Without prejudice to paragraph 23.6 of standard condition 23 (treating a price increase or variation as ineffective), where the licensee has a Transitional Dead Tariff pursuant to paragraph 22D.1A, the licensee must ensure (in a way that is compatible with standard licence conditions and legislation) that all the Domestic Customers which are subject to that Transitional Dead Tariff become subject to a Live Evergreen or Live Fixed Term Tariff by the end of the Transitional Period.

22D.1C Paragraphs 22D.2 to 22D.22 do not apply in respect of a Transitional Dead Tariff.

## Exception to prohibition on Dead Tariffs

22D.2 Subject to paragraphs 22D.5 to 22D.19, where paragraph 22D.3 applies, the licensee may continue to supply a Domestic Customer using a Dead Tariff which existed before the date paragraph 22D.1 took effect (on 23 October 2013).

## Dead Tariff is already compliant and is cheaper than or as cheap as Relevant Cheapest Evergreen Tariff

22D.3 This paragraph applies where the Dead Tariff:

(a) already fully complies with the requirements of standard condition 22A; and

(b) is cheaper than or as cheap as the licensee's Relevant Cheapest Evergreen Tariff for the particular Domestic Customer.

22D.4 – 22D.6 (Not used)

## Annual reassessment of Dead Tariffs

22D.7 Where pursuant to paragraph 22D.2, the licensee has decided to continue to supply a Domestic Customer using a Dead Tariff, it must:

(a) reassess in every twelve month period whether the Dead Tariff is cheaper than or as cheap as the licensee's Relevant Cheapest Evergreen Tariff for the particular Domestic Customer; and

(b) only continue to supply the Domestic Customer using the Dead Tariff if that Tariff is cheaper than or as cheap as the licensee's Relevant Cheapest Evergreen Tariff for the particular Domestic Customer.

22D.8 Where pursuant to paragraph 22D.7, the licensee is unable to continue to supply the Domestic Customer using the Dead Tariff or otherwise does not wish to continue to supply the Domestic Customer using the Dead Tariff, the licensee must ensure, in a way that is compatible with standard licence conditions and legislation, that the Domestic Customer becomes subject to the licensee's Relevant Cheapest Evergreen Tariff as soon as is reasonably practicable following the reassessment under paragraph 22D.7.

## Notification requirements where Domestic Customers are to become subject to the Relevant Cheapest Evergreen Tariff

22D.9 Subject to paragraph 22D.10, where the licensee has decided to not continue to supply a Domestic Customer using a Dead Tariff or is unable to do so by virtue of a requirement of this condition, it must ensure that, the particular Domestic Customer is provided with a Notice stating that they are due to become subject to the licensee's Relevant Cheapest Evergreen Tariff which:

(aa) is in a Form and at an appropriate time that is designed to prompt that Domestic Customer to make an informed choice in light of the change in Tariff, leaving reasonable time for that Domestic Customer to avoid that change before it takes effect;

(a) complies with any direction issued pursuant to paragraph 22D.18;

(b) contains a prominent title which clearly highlights that the Notice relates to ensuring that the Domestic Customer will become subject to the licensee's Relevant Cheapest Evergreen Tariff, and where applicable, that the licensee is changing the terms and conditions of the Dead Tariff;

(c) sets out the date the Domestic Customer is due to become subject to the licensee's Relevant Cheapest Evergreen Tariff;

(d) (Not used)

(e) where the supplier has the ability to make unilateral changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff and, in order to ensure that the Domestic Customer would become subject to their Relevant Cheapest Evergreen Tariff, is changing those terms and conditions to ensure that they are the same as the Relevant Cheapest Evergreen Tariff, provides the following information:

(i) the changes to terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff which are taking place in a manner which compares the changes with the terms and conditions which currently apply in respect of the Dead Tariff (showing any Charges for the Supply of Electricity and any other charges inclusive of value added tax at the applicable rate);

(ii) the main reasons for why the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are taking place;

(iii) a statement to the effect that the Domestic Customer may end the Domestic Supply Contract if the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are unacceptable to them by changing their Electricity Supplier or entering into a new contract with their Electricity Supplier;

(iv) (Not used)

(v) where the licensee is increasing the Charges for the Supply of Electricity of the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), the Domestic Customer's Annual Consumption Details displayed in kilowatt hours under a title which clearly highlights that the information relates to the Domestic Customer's estimated annual consumption; and

(vi) (Not used)

(vii) in close proximity to the information required by sub-paragraph 22D.9(e)(i), must include a statement to the effect that value added

tax (at the applicable rate) is included in any Charges for the Supply of Electricity and any other charges which are subject to value added tax and that this may be different to the way such charges are displayed on a Bill or statement of account;

(f) where the licensee is terminating the Evergreen Supply Contract that is subject to a Dead Tariff in order to ensure that the Domestic Customer would become subject to their Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that the Domestic Customer continued to consume electricity), provides the following information:

(i) a statement to the effect that the licensee is terminating the Evergreen Supply Contract that is subject to the Dead Tariff so that the Domestic Customer will become subject to the licensee's Relevant Cheapest Evergreen Tariff;

(ii) the date the Evergreen Supply Contract that is subject to the Dead Tariff is due to be terminated;

(iii) a statement to the effect that if the Domestic Customer does not change supplier or agree a new Domestic Supply Contract, they will become subject to their Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that the Domestic Customer continued to consume electricity);

(iv) contains a statement to the effect that the Domestic Customer may be able to avoid becoming subject to 22D Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that the Domestic Customer continued to consume electricity) by changing their Electricity Supplier or entering into a new contract with their Electricity Supplier; and

(g) informs the Domestic Customer where they may obtain impartial advice and information about changing their Electricity Supplier;

(h) informs the Domestic Customer that where they have any Outstanding Charges, their Electricity Supplier may be able to prevent a Proposed Supply Transfer;

(i) explains the effect of paragraphs 22D.12 to 22D.15 in terms of how the Domestic Customer may be able to take steps to avoid becoming subject to the licensee's Relevant Cheapest Evergreen Tariff (including by indicating that the Domestic Customer would need to enter into a new contract with

either their Electricity Supplier or another Electricity Supplier as soon as possible to facilitate this process);

(j) (not used);

(k) contains, in a separate part of the Notice, the Principal Terms of the:

(i) Evergreen Supply Contract (or, as the case may be Deemed Contract) that is subject to the Dead Tariff; and

(ii) Evergreen Supply Contract (or, as the case may be Deemed Contract) for the Relevant Cheapest Evergreen Tariff; and

(l) contains the SLC 22D Supplier and Customer Information.

## Exception for notification requirements

22D.10 Paragraph 22D.9 does not apply where, in order to ensure that the Domestic Customer is no longer subject to a Dead Tariff, the licensee has:

(a) entered into a new Domestic Supply Contract with a Domestic Customer; or

(b) has agreed a mutual variation with a Domestic Customer (in accordance with standard condition 23A).

## Requirements for Deemed Contracts

22D.11 Where the licensee is terminating the Evergreen Supply Contract that is subject to a Dead Tariff in order to ensure that the Domestic Customer would become subject to their Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that the Domestic Customer continued to consume electricity), the licensee must ensure that the terms and conditions of the Deemed Contract are the same as the Evergreen Supply Contract for the Relevant Cheapest Evergreen Tariff (excluding any terms and conditions of the Deemed Contract (other than the Charges for the Supply of Electricity) which are different because of an express prohibition or express requirement contained in a standard licence condition).

## 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 Electricity 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 Energy Retail Code that another Electricity Supplier will begin to supply the Domestic Customer's Domestic Premises within a reasonable period of time; and

(b) another Gas Supplier begins to supply the Domestic Customer's Domestic Premises within a reasonable period of time after the date on which the Notice referred to in sub-paragraph 22D.13(a) is given; or

(c) where:

(i) the conditions in sub-paragraphs 22D.13(a) and (b) are met; and

(ii) the Domestic Customer has paid any Outstanding Charges within 30 Working Days after the Domestic Customer receives Notice that the licensee intends to prevent the Domestic Customer's Proposed Supplier Transfer.

22D.14 Where paragraph 22D.15 applies, the licensee must ensure that a Domestic Customer will continue to be subject to the same Charges for the Supply of Electricity and the same terms and conditions that applied to the Dead Tariff until a new Domestic Supply Contract with the licensee comes into effect.

22D.15 This paragraph applies where a new Domestic Supply Contract comes into effect no later than 20 Working Days after (but not including) the date on which the Domestic Evergreen Supply Contract (or, as the case may be Deemed Contract) that was subject to the Dead Tariff was to terminate or be changed in order for the Domestic Customer to become subject to the licensee's Relevant Cheapest Evergreen Tariff.

## Terms of Domestic Supply Contracts

22D.16 The licensee must ensure that the terms and conditions of each Evergreen Supply Contract for a Dead Tariff comply with the provisions of standard condition 22D.

22D.16A The licensee must ensure that each Evergreen Supply Contract for a Dead Tariff contains terms and conditions which reflect the effect of:

(a) (Not used)

(b) sub-paragraphs 22D.9(e)(i) and 22D.9(e)(iii);

(c) sub-paragraphs 22D.9(f)(i), 22D.9(f)(iii) and 22D.9(f)(iv);

(d) paragraph 22D.12;

(e) paragraph 22D.13;

(f) paragraph 22D.14;

(g) paragraph 22D.15;

(h) any other requirement of standard condition 22D which could reasonably be considered as:

(i) giving a particular Domestic Customer a right to receive or do something in any circumstances;

(ii) giving a particular Domestic Customer a right to avoid being subject to something in any circumstances; and

(iii) providing for a specific form of protection for a particular Domestic Customer in any circumstances; and

(i) any provisions of standard condition 22D specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

22D.17 The licensee must not enforce or take advantage of any term of a Domestic Supply Contract if:

(a) the inclusion of that term is incompatible with standard condition 22D; or

(b) the enforcement or the taking advantage of that term would be so incompatible.

## Power to direct restrictions on information included on or with a Notice issued pursuant to paragraph 22D.9

22D.18 Subject to paragraph 22D.19, the licensee must comply with any directions relating to SLC 22D Information Restrictions which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

22D.19 Unless the licensee otherwise consents, a direction under paragraph 22D.18 will only take effect after the Authority has given the licensee at least two months Notice.

## Guidance

22D.20 The licensee must have regard to any guidance on standard condition 22D (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

## Exception to compliance with condition

22D.21 The licensee is not required to comply with standard condition 22D to such extent and subject to such conditions as the Authority may from time to time direct.

## Definitions for condition

22D.22 For the purposes of this condition:

**"SLC 22D Exempt Information"** means:

(a) SLC 22D Supplier and Customer Information;

(b) (not used); and

(c) the information required by standard condition 31E.

**"SLC 22D Information Restrictions"** means any or all of the following requirements:

(a) that the Notice issued pursuant to paragraph 22D.9 only contains information which is specified by the Authority; and/or

(b) that the Notice issued pursuant to paragraph 22D.9 is not to be provided in conjunction with any other information, including (but not limited to) a Bill, statement of account or marketing material.

**"SLC 22D Supplier and Customer Information"** means:

(a) the name of the licensee and its contact details;

(b) the name and address of the Domestic Customer;

(c) other information used for the purposes of identifying the Domestic Customer; and

(d) the date of the Notice.

## Condition 22E. Unmetered Supply Arrangements

22E.1 For the purposes of this condition an "Unmetered Supply Arrangement" is a contractual arrangement (or, where applicable, part of a contractual arrangement) in respect of a Domestic Supply Contract which:

(a) has been agreed between the licensee, an Authorised Distributor and a Domestic Customer in respect of Unmetered Supply to Domestic Premises (or part of those premises);

(b) complies with any regulations made pursuant to paragraph 1(1A) of Schedule 7 to the Act; and

(c) does not apply to any part of a Domestic Supply Contract which does not relate to Unmetered Supply.

22E.2 This condition applies to any Unmetered Supply Arrangement and takes precedence over any requirements of any standard conditions set out in paragraph 22E.3 or otherwise referred to in paragraphs 22E.4 and 22E.5.

22E.3 In respect of an Unmetered Supply Arrangement, the licensee is not required to comply with standard condition 22A.

22E.4 Where any requirement of a standard condition relates to information that would not be applicable to an Unmetered Supply Arrangement, the licensee must take all reasonable steps to ensure that the information is replaced with information that would be applicable and relevant to the Unmetered Supply Arrangement.

22E.5 The steps which must be taken by the licensee in order to comply with paragraph 22E.4 include, but are not limited to:

(a) replacing information relating to Unit Rates and Standing Charges with information about the Charges for the Supply of Electricity which apply to the Unmetered Supply Arrangement; and

(b) the provision of information which is similar to the Estimated Annual Costs using a methodology for calculations which is compatible with the Tariffs that apply to each Unmetered Supply Arrangement.

22E.6 The licensee must take all reasonable steps to ensure that Domestic Customers which are subject to an Unmetered Supply Arrangement are not at a significant disadvantage to other Domestic Customers when they:

(a) seek to evaluate the benefits and costs of the Tariff that applies to their Unmetered Supply Arrangement; and

(b) consider changing their Tariff or supplier.

## Exception to compliance with condition

22E.6A The licensee is not required to comply with standard condition 22E to such extent and subject to such conditions as the Authority may from time to time direct.

## Definitions for condition

22E.7 For the purposes of this condition:

**"Authorised Distributor"** has the meaning in section 64(1) of the Act.

**"Unmetered Supply Arrangement"** is to be interpreted in accordance with paragraph 22E.1.

**"Unmetered Supply"** has the meaning given in regulation 2 of the Electricity (Unmetered Supply) Regulations (S.I.2001/3263).

## Condition 22F. Not Used

# Condition 22G. Requirements for Restricted Meters

## Obligation to make available Relevant Tariffs

22G.1 Subject to paragraphs 22G.2 and 22G.3 and its obligations under condition 22 (Duty to offer and supply under Domestic Supply Contract), the Relevant Licensee must make all Relevant Tariffs available immediately for each Relevant RMI Customer to enter into a Domestic Supply Contract.

22G.2 Where a Relevant RMI Customer requests a Relevant Tariff and the Relevant Licensee is unable to make that Relevant Tariff available immediately, the Relevant Licensee must ensure that contractual arrangements are in place so that, as from the date a new Domestic Supply Contract comes into effect, the terms of that contract provide that the Relevant Tariff will apply retrospectively as from an earlier date which:

(a) is commensurate with the period of delay in making the Relevant Tariff available; and

(b) takes into account the period of time the Relevant Licensee has been responsible for supplying the Relevant RMI Customer's premises.

22G.3 The Relevant Licensee must not make their compliance with paragraph 22G.1, or any Contract that is or may be concluded as a result of complying with paragraph 22G.1, conditional upon the Relevant RMI Customer changing their existing Relevant Restricted Metering Infrastructure, or incurring any additional costs or any other financial charge associated with keeping their existing Relevant Restricted Metering Infrastructure.

22G.4 The Relevant Licensee may apply to the Authority to request a direction concerning the compliance with paragraph 22G.1 where, due to material technical reasons which cannot be resolved within a reasonable period, the Relevant Tariffs cannot be made available to one or more Relevant RMI Customers.

22G.5 Where the Relevant Licensee works in partnership with a White Label Tariff Provider, with a standalone IT platform, and the White Label Tariff Provider supplies electricity to fewer than 50,000 Domestic Customers, the Relevant Licensee may apply to the Authority for a direction concerning its compliance with paragraph 22G.1 in respect of the White Label Tariff Provider.

22G.6 If the Authority has given a direction to the Relevant Licensee pursuant to paragraphs 22G.4 or 22G.5, the Relevant Licensee is not required to comply with paragraph 22G.1 to the extent set out in such direction but is required to comply with any alternative obligations specified by the Authority.

22G.7 The Relevant Licensee must comply with paragraphs 22G.1 and 22G.2 from 1 September 2017 until 30 June 2025, unless the Authority specifies a later date by publishing a statement in Writing.

22G.8 For the purposes of paragraphs 22G.1 to 22G.7, where there are any Affiliate Electricity Licensees, the Relevant Licensee and all Affiliate Electricity Licensees are treated as one and the same Retail Electricity Supplier.

**Obligation to provide information**

22G.9 The Relevant Licensee must provide the Specified Information to each Relevant RMI Customer in each Relevant RMI Customer's Bill, Domestic Statement of Renewal Terms, or other regular written correspondence with the Relevant RMI Customer, in a manner designed to promote positive engagement (which may be specified by the Authority).

22G.10 The licensee must use all reasonable endeavours to provide each RMI Customer supplied by the licensee with the RMI Customer Information in a timely manner after the RMI Customer has submitted a request for, or other relevant inquiry concerning, any of the RMI Customer Information.

22G.11 The licensee must provide the Relevant Citizens Advice Body with information concerning RMI Customers' metering infrastructure in a timely manner after the Relevant Citizens Advice Body has submitted a request and in such format specified by the Relevant Citizens Advice Body.

22G.12 The Relevant Licensee must comply with paragraph 22G.9 from 1 September 2017 until 30 June 2025, unless the Authority specifies a later date by publishing a statement in Writing.

22G.13 The licensee must comply with paragraphs 22G.10 and 22G.11 from 15 December 2016 until 30 June 2025, unless the Authority specifies a later date by publishing a statement in Writing.

22G13A The power to specify a later date in paragraph 22G.7, 22G.12 and 22G.13 may be exercised by the Authority on more than one occasion (before, or on, the expiry of any later date specified by the Authority).

**Reporting obligation**

22G.14 The licensee must give the Authority any Information that it reasonably requests about the licensee's compliance with paragraphs 22G.1 to 22G.6 and 22G.9 to 22G.11 (as applicable) as soon as reasonably practicable after receiving a request from the Authority.

22G.15 The licensee must give the Authority any Information that it reasonably requests to assess the impact and effectiveness of the obligations contained in paragraphs 22G.1 to 22G.6 and 22G.9 to 22G.11 (as applicable) as soon as reasonably practicable after receiving a request from the Authority.

**Definitions for condition**

| | |
|---|---|
| **Annual Consumption Breakdown** | means a breakdown of the Annual Consumption Details by each Consumption Window for which data is recorded. |
| **Consumption Window** | means each separate period within a total period of 24 hours in which electricity consumption was recorded and charged at a distinct Unit Rate. |
| **Economy 7 Metering Infrastructure** | means one or more Electricity Meters installed in the same premises whereby, in each period of 24 hours:<br>(a) the peak electricity consumption level is recorded during seventeen 'day/normal' hours and the off-peak electricity consumption level is recorded during seven 'night/low' hours; or<br>(b) if any Electricity Meter is located in the South Scotland Distribution Area and the peak electricity consumption level is recorded during 15.5 'day/normal' hours and the off-peak electricity consumption level is recorded during 8.5 'night/low' hours',<br>but in each of the above cases excluding any Electricity Meter (i) with a third (electric heating) register, in addition to the 'day/normal' and 'nigh/low' registers; or (ii) where part of the off-peak period occurs between 1200 and 1630 (with the remainder of the off-peak period occurring during a night-time period). |

| | |
|---|---|
| **MPAN** | means the Meter Point Administration Number, as the reference number used to uniquely identify electricity supply points in Great Britain. |
| **Prepayment Metering Infrastructure** | means one or more Electricity Meters installed in the same premises operating in a mode which requires a customer to pay charges in advance. |
| **Relevant Citizens Advice Body** | means Citizens Advice or Citizens Advice Scotland (as applicable). |
| **Relevant Licensee** | means a licensee that supplies electricity to 50,000 or more Domestic Customers. |
| **Relevant Restricted Metering Infrastructure** | means Restricted Metering Infrastructure, excluding any Economy 7 Metering Infrastructure, Smart Metering Infrastructure or Prepayment Metering Infrastructure. |
| **Relevant RMI Customer** | means a Domestic Customer receiving the supply of electricity through Relevant Restricted Metering Infrastructure. |
| **Relevant Tariff** | means a Tariff which continues to be capable of being entered into by a Single-Rate Customer in the same Region as the Relevant RMI Customer, for the supply of electricity from the supplier, provided that a Tariff shall only be a Relevant Tariff in respect of an individual RMI Customer where that Relevant RMI Customer meets all the terms, conditions and requirements of the Tariff that do not relate to the Relevant Restricted Metering Infrastructure. |
| **RMI Customer** | means a Domestic Customer receiving the supply of electricity through Restricted Metering Infrastructure, excluding any Economy 7 Metering Infrastructure and Smart Metering Infrastructure. |
| **RMI Customer Information** | means a RMI Customer's meter type; name of their current Tariff (including method of payment); Annual Consumption Details; MPAN; Annual Consumption Breakdown; all Standing Charges and Unit Rates for that RMI Customer that apply to each Consumption Window; the length of time and the hours within which time is recorded for each Consumption Window; and contact details for Citizens Advice. |

| | |
|---|---|
| **Restricted Metering Infrastructure** | means *(a)* one Electricity Meter whereby electricity consumption in two or more Consumption Windows is separately recorded on two or more registers; or *(b)* two or more Electricity Meters (each with one or more registers) installed in the same premises whereby electricity consumption for distinct purposes is separately recorded on such Electricity Meters. |
| **Single-Rate Customer** | means a Domestic Customer receiving the supply of electricity through Single-Rate Metering Infrastructure. |
| **Single-Rate Metering Infrastructure** | means any Electricity Meter installed in a particular premises whereby electricity consumption is recorded on one register and through which electricity is continuously provided, and excludes Restricted Metering Infrastructure. |
| **Smart Metering Infrastructure** | means *(a)* any type of Electricity Meter which forms part of a Smart Metering System; and *(b)* an Electricity Meter, either on its own or with an ancillary device, which has functionality similar to a Smart Metering System in respect of elements other than the measurement of consumption for multiple time periods and/or providing remote access to data. |
| **South Scotland PES Area** | means the geographical area which corresponds with the distribution services area described in Annexe 3 (Scottish Distribution Licence) of the Scheme made by the Secretary of State on 28 September 2001 pursuant to paragraphs 1, 13 and 17 of Schedule 7 to the Utilities Act 2000, in respect of the licences granted to Scottish Power UK PLC and Manweb PLC under sections 6(1)(a) to (c) and 6(2) of the Electricity Act 1989. |
| **Specified Information** | means *(a)* a statement that the Relevant RMI Customer is able to change their electricity supplier or change to a Relevant Tariff without having to change, nor incurring any costs or any other financial charge associated with replacing, their Electricity Meter; and *(b)* contact details for the Relevant Citizens Advice Body. |

# Condition 23. Notification of Domestic Supply Contract terms

**Notification of Principal Terms**

23.1 Before it enters into a Domestic Supply Contract with a Domestic Customer, (or, where applicable, before any mutual variation of a Domestic Supply Contract is agreed with a Domestic Customer pursuant to standard condition 23A), the licensee must take (and ensure that any Representative takes) all reasonable steps to communicate the Principal Terms of the Domestic Supply Contract (which in the case of a mutual variation must cover the Principal Terms that will apply as a result of that variation and any Principal Terms of the current Domestic Supply Contract that are not affected by the mutual variation) to that Domestic Customer and ensure that the Principal Terms are communicated (or, where they are provided in Writing, drafted) in plain and intelligible language.

**Notification before Domestic Supply Contract ends**

23.2 Before a Domestic Supply Contract is due to end (including in circumstances where the Domestic Supply Contract is being terminated by the licensee), the licensee must provide a Notice to the Domestic Customer:

(a) in a Form and at an appropriate time that is designed to prompt that Domestic Customer to make an informed choice in light of the Domestic Supply Contract ending, leaving reasonable time for that Domestic Customer to avoid that change before it takes effect;

(b) that contains information which is sufficient to enable that Domestic Customer to understand:

(i) the Principal Terms of the Deemed Contract that will apply after the Domestic Supply Contract ends if the Domestic Customer does not enter into a new Domestic Supply Contract; and

(ii) when the change takes effect.

23.2A Paragraph 23.2 does not apply:

(a) in any circumstances whereby a Domestic Customer becomes subject to the Relevant Cheapest Evergreen Tariff or a Relevant Fixed Term Default Tariff in accordance with standard condition 22C; and

(b) in any circumstances where standard condition 22D applies.

**Notification of increase in Charges for the Supply of Electricity and other unilateral variations**

23.3 If, in accordance with the terms of a Domestic Supply Contract with a Domestic Customer, the licensee:

(a) increases the Charges for the Supply of Electricity to a Domestic Premises (including by making any reduction in the amount of a Discount that is applied to a Unit Rate or Standing Charge); or

(b) unilaterally varies any other term of the contract in any other way that is to the disadvantage of the Domestic Customer ("Disadvantageous Unilateral Variation"),

the licensee must act in accordance with standard condition 31I.

23.3A Paragraph 23.3(a) and paragraph 31I.1(b) of standard condition 31I do not apply where the licensee increases the Charges for the Supply of Electricity to a Domestic Premises (including by making any reduction in the amount of a Discount that is applied to a Unit Rate or Standing Charge) by:

(a) a mutual variation made pursuant to standard condition 23A;

(b) a unilateral variation made pursuant to standard condition 22D; or

(c) any circumstances whereby a Domestic Customer becomes subject to the Relevant Cheapest Evergreen Tariff, or a Relevant Fixed Term Default Tariff or the duration of a Fixed Term Supply Contract is extended for a further fixed term period in accordance with standard condition 22C.

23.3B Paragraph 23.3(b) and paragraph 31I.1(a) of standard condition 31I do not apply:

(a) in any circumstances whereby a Domestic Customer becomes subject to the Relevant Cheapest Evergreen Tariff, or a Relevant Fixed Term Default Tariff or the duration of a Fixed Term Supply Contract is extended for a further fixed term period in accordance with standard condition 22C; or

(b) where the licensee is making a Disadvantageous Unilateral Variation by a unilateral variation made pursuant to standard condition 22D.

23.4 - 23.5 (Not used)

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

23.6 The licensee must treat the increase in the Charges for the Supply of Electricity 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 Electricity and/or Disadvantageous Unilateral Variation has effect, the licensee receives Notice under the Retail Energy Code that another Electricity Supplier will begin to supply the Domestic Customer's Domestic Premises within a reasonable period of time after the date on which that Notice has been given; and

(b) another Electricity Supplier begins to supply the Domestic Customer's Domestic Premises within a reasonable period of time after the date on which the Notice referred to in sub-paragraph 23.6(a) is given; or

(c) where:

(i) the conditions in sub-paragraphs 23.6(a) and (b) are met; and

(ii) the Domestic Customer has paid any Outstanding Charges within 30 Working Days after the Domestic Customer receives Notice that the licensee intends to prevent the Domestic Customer's Proposed Supplier Transfer; or

(d) where the Domestic Customer enters into a new Domestic Supply Contract with the licensee which comes into effect no later than 20 Working Days after (but not including) the date on which the increase in the Charges for the Supply of Electricity and/or Disadvantageous Unilateral Variation has effect.

## Exceptions to compliance with condition

23.7 The licensee is not required to comply with paragraph 23.3 to such extent as the Authority may direct.

23.8 In respect of an increase in Charges for the Supply of Electricity, the licensee is not required to comply with paragraph 23.3 or paragraph 31I.1(b) of standard condition 31I if:

(a) all of the following requirements are satisfied:

(i) the Domestic Supply Contract is a Fixed Term Supply Contract; and

(ii) the Domestic Supply Contract provides that variations to the Charges for the Supply of Electricity will occur automatically only in a manner which is fully linked to fluctuations in a published and transparent stock exchange quotation or index or a financial market rate that the licensee does not control; and

(iii) the licensee has complied with paragraph 23.1; and

(iv) the method by which the Charges for the Supply of Electricity fluctuate automatically is set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language; or

(b) all of the following requirements are satisfied:

(i) the Domestic Supply Contract is a Fixed Term Supply Contract; and

(ii) the Domestic Supply Contract expressly sets out in advance the precise variation or variations to the Charges for the Supply of Electricity which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to the licensee's discretion; and

(iii) the licensee has complied with paragraph 23.1; and

(iv) the precise variations to the Charges for the Supply of Electricity are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language.

23.8A The licensee is not required to comply with paragraph 23.3 or paragraph 31I.1(a) and 31I.1 (b) of standard condition 31I if all of the following requirements are satisfied:

(a) the licensee is only increasing the Charges for the Supply of Electricity and/or making Disadvantageous Unilateral Variations in order to move a Domestic Customer from one payment method to another ('the power to change payment methods');

(b) the power to change payment methods is only exercised on the grounds that the Domestic Customer has Outstanding Charges and/or has failed to comply with terms and conditions relating to a payment method;

(c) the power to change payment methods and the precise circumstances when that power will be exercised are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language;

(d) the Domestic Supply Contract sets out, in a prominent position and in plain and intelligible language, the precise variations to the Charges for the Supply of Electricity and other terms and conditions which would occur as a result of the licensee exercising the power to change payment methods; and

(e) the licensee has complied with paragraph 23.1; and

(f) Before the licensee exercises the power to change payment methods it must provide the Domestic Customer with a Notice containing the following information at least 7 Working Days in advance of the date the change to the Domestic Customer's payment method is scheduled to take effect:

(i) details of the specific:

(1) increase in the Charges for the Supply of Electricity (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge) which applies to each particular Domestic Customer; and/or

(2) Disadvantageous Unilateral Variation which applies to each particular Domestic Customer;

(ii) the date the increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation has effect; and

(iii) the main reasons for the increase in the Charges for the Supply of Electricity and/or the Disadvantageous Unilateral Variation.

23.8B Where the licensee has satisfied the requirements of sub-paragraphs 23.8A (a), (b) and (c) (but not the other requirements of paragraph 23.8A), the licensee must provide the Domestic Customer with a Notice in accordance with standard condition 31I, and this must be provided at least 7 Working Days in advance of the date on which the increase in the Charges for the Supply of Electricity and/or Disadvantageous Unilateral Variation has effect.

## Terms of Domestic Supply Contracts

23.9 The licensee must ensure that the terms and conditions of each Domestic Supply Contract comply with the provisions of standard conditions 23 and 31I.

23.9A The licensee must ensure that the terms and conditions of each Domestic Supply Contract contains terms and conditions which reflect the effect of:

(a) paragraphs 31I.1(a) and 31I.1(b) of standard condition 31I;

(b) (Not used)

(c) (Not used)

(d) paragraph 31I.4(a) of standard condition 31I;

(e) paragraph 23.6;

(f) any other requirement of standard condition 23 or any requirement relevant to an increase in Charges for the Supply of Electricity or Disadvantageous Unilateral Variation set out in standard condition 31I which could reasonably be considered as:

(i) giving a particular Domestic Customer a right to receive or do something in any circumstances (including how much notice a Domestic Customer will receive before any increase in Charges for the Supply of Electricity and/or Disadvantageous Unilateral Variation comes into effect);

(ii) giving a particular Domestic Customer a right to avoid being subject to something in any circumstances; and

(iii) providing for a specific form of protection for a particular Domestic Customer in any circumstances; and

(g) any provisions of standard condition 23 specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

23.10 The licensee must not enforce or take advantage of any term of a Domestic Supply Contract if:

(a) the inclusion of that term is incompatible with standard conditions 23 or 31I; or

(b) the enforcement or the taking advantage of that term would be so incompatible.

23.11 (Not used)

## Guidance

23.12 The licensee must have regard to any guidance on the interpretation of standard condition 23 (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

## Condition 23A. Mutual variations

23A.1 This condition applies to any mutual variation or proposed mutual variation to the terms of a Domestic Supply Contract.

23A.2 Without prejudice to paragraph 22C.5 of standard condition 22C, the licensee may only agree a mutual variation to the terms (including the Charges for the Supply of Electricity) of a Domestic Supply Contract with a Domestic Customer if:

(a) the mutual variation does not relate to extending the duration of a Domestic Supply Contract or a fixed term period in any way;

(b) in respect of a mutual variation which would increase the Charges for the Supply of Electricity or which would in any way be to the disadvantage of the Domestic Customer, the licensee has given the Domestic Customer Notice of the proposed mutual variation and that Notice:

(i) is given in advance of the date the mutual variation is intended to take effect;

(ii) informs the Domestic Customer that the licensee is seeking to agree a mutual variation;

(iii) informs the Domestic Customer of the nature, purpose and effect of the proposed mutual variation; and

(iv) informs the Domestic Customer in a prominent position that they are under no obligation to agree to the mutual variation;

(c) the licensee has complied with paragraph 23.1 of standard condition 23; and

(d) in respect of a mutual variation which would increase the Charges for the Supply of Electricity or which would in any way be to the disadvantage of the Domestic Customer, in response to the Notice given by the licensee in accordance with sub-paragraph 23A.2(b), the Domestic Customer has contacted the licensee in Writing or by any other means and has expressly agreed to the mutual variation as part of that contact.

23A.3 Where a Domestic Customer has agreed to a mutual variation, the licensee must provide that Domestic Customer with a Notice containing the following information in a prominent position within 5 Working Days as from (and including) the date the mutual variation was agreed (or must provide that information as soon as reasonably practicable thereafter):

(a) a statement to the effect that the Domestic Customer has agreed to a mutual variation; and

(b) an explanation of the effect of that mutual variation.

## Terms of Domestic Supply Contracts

23A.4 The licensee must ensure that the terms and conditions of each Domestic Supply Contract comply with the provisions of standard condition 23A.

23A.4A The licensee must ensure that each Domestic Supply Contract contains terms and conditions which reflect the effect of the provisions of standard condition 23A.

23A.5 The licensee must not enforce or take advantage of any term of a Domestic Supply Contract if:

(a) the inclusion of that term is incompatible with standard condition 23A; or

(b) the enforcement or the taking advantage of that term would be so incompatible.

## Guidance

23A.6 The licensee must have regard to any guidance on standard condition 23A (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

## Exception to compliance with condition

23A.7 The licensee is not required to comply with standard condition 23A to such extent and subject to such conditions as the Authority may from time to time direct.

# Condition 24. Termination of Domestic Supply Contracts

## End of ownership or occupation

24.1 The licensee must include a term in each Domestic Supply Contract to provide that it will end, in relation to the Domestic Premises to which it applies, by no later than:

(a) if the Domestic Customer has notified the licensee at least two Working Days before the date on which he stops owning or occupying the premises, that date; or

(b) if the Domestic Customer has stopped owning or occupying the premises without giving the licensee such notification, the first to happen of the following:

(i) the end of the second Working Day after the customer has notified the licensee that he has stopped owning or occupying the premises; or

(ii) the date on which any other person begins to own or occupy the premises and takes a supply of electricity at those premises.

24.2 The licensee must include a term in each Domestic Supply Contract to provide that, if that contract is brought to an end in accordance with a term included in it because of paragraph 24.1:

(a) the Domestic Customer is liable for the supply of electricity to the Domestic Premises until the date on which that contract ends;

(b) and if the premises are Green Deal Premises and the person who is the Domestic Customer is still the Green Deal Bill Payer (for the purposes of the Green Deal Regulations) after the contract has ended, he or she will still remain liable under the Green Deal Regulations for the Green Deal Charges.

## Termination Fees

24.3 The licensee may include a term in a Domestic Supply Contract requiring a Domestic Customer to pay a Termination Fee to end that contract except in any of the following circumstances:

(a) the contract is of an indefinite length;

(b) without prejudice to sub-paragraph (a), the contract allows for both a fixed term period and a period of indefinite length and it is brought to an end during the period of indefinite length;

(c) the licensee is required to give Notice of increase in the Charges for the Supply of Electricity or any Disadvantageous Unilateral Variation in

accordance with paragraph 23.3 of standard condition 23 (Notification of Domestic Supply Contract terms); or

(d) the contract is a Relevant Fixed Term Default Tariff.

24.3A Any Termination Fee payable pursuant to paragraph 24.3 must be:

(a) proportionate; and

(b) must not exceed the direct economic loss to the licensee resulting from the Domestic Customer's termination of the Contract, including the costs of any Non-Energy Product comprised in any Tied Bundle that has already been provided to the Domestic Customer as part of the Contract.

24.4 The restrictions imposed by paragraph 24.3 will not apply to such extent as the Authority may direct.

## Application of this condition

24.5 If a Domestic Supply Contract provides for both the supply of electricity to a premises and the provision of any other good or service, a reference in this condition to ending that contract is a reference to ending it for the supply of electricity to the premises only.

## Length of notice period for termination

24.6 The licensee must ensure that any notice period for termination of any Evergreen Supply Contract is no longer than 28 days.

## Termination of Evergreen Supply Contracts

24.7 In relation to any Evergreen Supply Contract, the licensee must ensure that the Domestic Customer is entitled to give notice to terminate the Evergreen Supply Contract at any time.

## Termination of Fixed Term Supply Contracts

24.8 In relation to each Fixed Term Supply Contract, the licensee must ensure that:

(a) a Domestic Customer is entitled to take steps to facilitate changing to any other Electricity Supplier (but not complete the process of changing supplier) at any time without having to pay a Termination Fee;

(b) unless the Domestic Customer has already entered into a new Fixed Term Supply Contract with the licensee or paragraph 22C.5 of standard condition 22C applies, a Domestic Customer is entitled to switch to any

other Electricity Supplier at any time during or after the Switching Window without having to pay a Termination Fee;

(c) a Domestic Customer is not required to give any form of notice to terminate a Fixed Term Supply Contract or to switch supplier.

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

24.9 In relation to each Fixed Term Supply Contract, unless the Domestic Customer has entered into a new Fixed Term Supply Contract with the licensee or paragraph 22C.5 of standard condition 22C applies, the licensee must ensure that where paragraph 24.10 applies a Domestic Customer will continue to be subject to the same Charges for the Supply of Electricity and the same terms and conditions (but not any Termination Fee) that applied to that Fixed Term Supply Contract until they have changed their supplier.

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 that another Electricity Supplier will begin to supply the Domestic Customer's Domestic Premises within a reasonable period of time; and

(b) another Electricity Supplier begins to supply the Domestic Customer's Domestic Premises within a reasonable period of time after the date on which the Notice referred to in sub-paragraph 24.10(a) is given; or

(c) where:

(i) the conditions in sub-paragraphs 24.10(a) and (b) are met; and

(ii) the Domestic Customer has paid any Outstanding Charges within 30 Working Days after the Domestic Customer receives Notice that the licensee intends to prevent the Domestic Customer's Proposed Supplier Transfer.

24.11 In relation to each Fixed Term Supply Contract, where paragraph 22C.5 of standard condition 22C does not apply and a Domestic Customer has entered into a new Fixed Term Supply Contract with the licensee, the licensee must ensure that where paragraph 24.12 applies a Domestic Customer will continue to be subject to the same Charges for the Supply of Electricity and the same terms and conditions (but not any Termination Fee) that applied to that Fixed Term Supply Contract until the new Fixed Term Supply Contract comes into effect.

24.12 This paragraph applies where a new Fixed Term Supply Contract comes into effect 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.

## Treatment of Fixed Term Supply Contracts with changes to terms precisely set out in advance

24.13 Without prejudice to paragraphs 22C.2 and 22C.5 of standard condition 22C, where, in accordance with paragraph 22C.11 of standard condition 22C, a Fixed Term Supply Contract expressly sets out in advance the precise variation or variations to the Charges for the Supply of Electricity which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to the licensee's discretion, the references to "fixed term period" in paragraphs 24.10 and 24.12 are to be read as a reference to the last fixed term period that applies to the Fixed Term Supply Contract.

## Terms of Domestic Supply Contracts

24.14 The licensee must ensure that the terms and conditions of each Domestic Supply Contract comply with the provisions of standard condition 24.

24.14A The licensee must ensure that each Domestic Supply Contract contains terms and conditions which reflect the effect of:

(a) paragraph 24.3;

(b) paragraph 24.6;

(c) paragraph 24.7;

(d) paragraph 24.8;

(e) paragraph 24.9;

(f) paragraph 24.10;

(g) paragraph 24.11; and

(h) paragraph 24.12.

24.15 The licensee must not enforce or take advantage of any term of a Domestic Supply Contract if:

(a) the inclusion of that term is incompatible with standard condition 24; or

(b) the enforcement or the taking advantage of that term would be so incompatible.

## Guidance

24.16 The licensee must have regard to any guidance on standard condition 24 (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

## Definitions for condition

24.17 For the purposes of this condition "**Switching Window**" means the period which begins when the Domestic Statement of Renewal Terms is provided to the Domestic Customer, or 49 days before the date the fixed term period of a Fixed Term Supply Contract is due to end (whichever is earlier) and which ends on the date the fixed term period of a Fixed Term Supply Contract is due to end.

# Condition 24A. Market Stabilisation Charge

## Obligation to pay Market Stabilisation Charge

24A.1 If the licensee is an Acquiring Supplier in respect of a Domestic Customer, and the Losing Supplier Loss Trigger is met in respect of that Domestic Customer, it must pay the Market Stabilisation Charge (if any):

(a) calculated in accordance with the guidance issued by the Authority on this SLC 24A; and

(b) administered in accordance with the requirements of the Retail Energy Code,

to such person as may be specified in the Retail Energy Code and for the benefit of the relevant Losing Supplier.

## Guidance

24A.2 The licensee must have regard to any guidance on this SLC 24A (including in respect of definitions which appear in standard condition 1) which, following consultation, the Authority may issue and may from time-to-time revise.

## Duration of the obligation to pay the Market Stabilisation Charge

24A.3 SLC 24A will cease to have effect at 23:59 on 31 March 2024, unless the Authority specifies (i) the condition will cease to have effect at an earlier date or (ii) a later date, to be 23:59 on 31 March 2025 and thereafter on the anniversary of that date, by publishing a statement in Writing.

24.A.4 unless the Authority specifies (i) the condition will cease to have effect at an earlier date or (ii) a later date, to be 23:59 on 31 March 2025 and thereafter on the anniversary of that date, by publishing a statement in Writing.

## Definitions for condition

24A.5 For the purposes of this condition:

**Acquiring Supplier** means in respect of a Domestic Customer, a licensee to whom a Domestic Customer switches from a Losing Supplier.

**Losing Supplier** means, in respect of a Domestic Customer the licensee from whom a Domestic Customer switches to an Acquiring Supplier.

**Losing Supplier Loss Trigger** shall, in respect of a Domestic Customer, have the meaning set out in guidance issued by the Authority on this SLC 24A.

**Market Stabilisation Charge** means, in respect of a Domestic Customer, the fee of that name calculated in accordance with guidance issued by the Authority on this SLC24A.

# Standard conditions 25 to 30:

# Domestic Customer protection

## Condition 25. Informed choices – Tariff comparability and marketing

25.1 The licensee must ensure that the structure, terms and conditions of its Tariffs are clear and easily comprehensible.

25.2 The licensee must ensure that its Tariffs are easily distinguishable from each other.

25.3 The licensee must ensure that it puts in place information, services and/or tools to enable each Domestic Customer to easily compare and select appropriate Tariffs within its offering, taking into account that Domestic Customer's characteristics and/or preferences.

25.4 The licensee must not, and must ensure that its Representatives do not mislead or otherwise use inappropriate tactics, including high pressure sales techniques, when selling or marketing to Domestic Customers.

25.5 The licensee must only Recommend and must ensure that its Representatives only Recommend, to a Domestic Customer Tariffs which are appropriate to that Domestic Customer's characteristics and/or preferences.

25.6 Where a Domestic Customer to whom the licensee or any Representative has provided information in the course of Face-to-Face Marketing Activities or Telesales Activities enters into a Domestic Supply Contract with the licensee, the licensee must maintain a record of the information which it provided to that Domestic Customer concerning that Domestic Supply Contract in accordance with this licence condition for a period of 2 years.

**Definitions for condition**

25.7 For the purposes of this condition:

**"Face-to-Face Marketing Activities"** means any activities of the licensee or any Representative, that:

(a) take place with the simultaneous physical presence of the licensee or any Representative and a Domestic Customer; and

(b) are directed at or incidental to identifying and communicating with Domestic Customers for the purpose of promoting the licensee's Domestic Supply Contracts to them and includes entering into such contracts with such customers.

**"Recommend"** means communicating (whether in Writing or orally) to a Domestic Customer information about one or more Tariffs in a way which gives, or is likely to give, the Domestic Customer the impression that the particular Tariff(s) is/are suitable for their characteristics and/or preferences.

**"Telesales Activities"** means any activities of the licensee or any Representative that are:

(a) conducted by telephone; and

(b) directed at or incidental to identifying and communicating with Domestic Customers for the purpose of promoting the licensee's Domestic Supply Contracts to them and includes entering into such contracts with such customers.

## Condition 25A. (Not used.)

# Condition 25B. Interoperability of Advanced Domestic Meters

## Information to be provided in respect of Advanced Domestic Meters

25B.1 This paragraph applies where the licensee is the Relevant Electricity Supplier to a Domestic Customer with an Advanced Domestic Meter and that Domestic Customer intends to change their Electricity Supplier and continue to use that Advanced Domestic Meter at the Domestic Premises.

25B.2 Where paragraph 25B.1 applies the licensee must take (and ensure that any Representative takes) all reasonable steps to ensure that, as from the date another supplier becomes the Relevant Electricity Supplier for those premises, no misleading or inaccurate information relating to Charges for the Supply of Electricity will be provided to the Domestic Customer via an Electronic Consumption Data Display and the Advanced Domestic Meter which relates to, or arises from, the Domestic Supply Contract previously entered into between the licensee and the Domestic Customer.

25B.3 Before the licensee enters into a Domestic Supply Contract with a Domestic Customer, the licensee must take (and ensure that any Representative takes) all reasonable steps to:

(a) ascertain whether an Advanced Domestic Meter is installed at the Domestic Premises;

(b) where an Advanced Domestic Meter is installed at the Domestic Premises, obtain information about the functionality of that Advanced Domestic Meter;

(c) communicate to that Domestic Customer in plain and intelligible language an explanation of the nature and effect of any potential variations to the services related to the functionality of the Advanced Domestic Meter installed at the Domestic Premises that might be to the disadvantage of the Domestic Customer.

25B.4 Where paragraph 3 applies, the licensee must take and retain (and ensure that any Representative takes and maintains) appropriate record of its compliance with the requirements of paragraph 3 of this condition.

25B.5 Before the licensee or any Representative installs and Advanced Domestic Meter, the licensee must take (and ensure that any Representative takes) all reasonable steps to communicate to that Domestic Customer in plain and intelligible language a statement to the effect that if they change their Electricity Supplier they may not be able to receive the same services in respect of the functionality of the Advanced Domestic Meter installed at their Domestic Premises.

## General obligation to help maintain Advanced Domestic Meter services

25B.6 This paragraph applies where:

(a) the licensee is the Installation Licensee; and

(b) a Proposed New Electricity Supplier has requested the information referred to in paragraph 7 from the Installation Licensee.

25B.7 Where paragraph 6 applies, the Installation Licensee must, as soon as reasonably practicable, provide the Proposed New Electricity Supplier with such information as is reasonably required to:

(a) enable the Proposed New Electricity Supplier to determine the functionality of the existing Advanced Domestic Meter at the particular Domestic Premises (hereafter referred to as 'the relevant premises'); and

(b) enable the Proposed New Electricity Supplier to maintain all or part of the services related to the functionality of the existing Advanced Domestic Meter at the relevant premises.

25B.8 The licensee is not required to give information under paragraph 7, if doing so would seriously and prejudicially affect its commercial interest or might be expected to be incompatible with any legislation, rule of law or licence condition.

25B.9 The licensee is not required to give information under paragraph 7 which it could not be compelled to produce or give in evidence in civil proceedings before a court.

25B.10 Where the Installation Licensee receives a request from a Proposed New Electricity Supplier, after 31st December 2012, the Installation Licensee must:

(a) offer to provide the Proposed New Electricity Supplier with all such services as are reasonably required for the Proposed New Electricity Supplier to maintain all of the services related to the functionality of the existing Advanced Domestic Meter at particular Domestic Premises (hereafter referred to as 'the relevant services'); and

(b) if the offer referred to in sub-paragraph (a) is accepted, provide the Proposed New Electricity Supplier with the relevant services in accordance with that offer.

25B.11 The Installation Licensee is not required to comply with paragraph 10 where it –

(a) supplies electricity to fewer than 250,000 Domestic Customers; or

(b) has installed or arranged to have installed fewer than –

(i) 25,000 Advanced Domestic Meters; and

(ii) 5,000 Prepayment Advanced Domestic Meters.

25B.12 The licensee is not required to comply with Standard Condition 25B.10 to such extent as the Authority may from time to time direct.

## Replacement of a Prepayment Advanced Domestic Meter

25B.13 Where a Domestic Customer with a Prepayment Advanced Domestic Meter intends to change their Electricity Supplier at the same Domestic Premises to the licensee, and will continue to pay Charges for the Supply of Electricity in advance though a Prepayment Meter, but the licensee is unable to support the existing Prepayment Advanced Domestic Meter, the licensee must install or arrange to install a replacement Prepayment Meter at no charge to the Domestic Customer.

25B.14 Not Used.

25B.15 Not Used.

## Definitions for condition

25B.16 For the purposes of this condition:

| | |
|---|---|
| Advanced Domestic Meter | means an Electricity Meter that, either on its own or with an ancillary device:<br>(a) provides measured electricity consumption data for multiple time periods and is able to provide such data for at least daily periods;<br>(b) is able to provide the licensee with remote access to such data; and<br>(c) is not an Electronic Consumption Data Display. |
| Electronic Consumption Data Display | means an electronic device that provides information, by electronic display, for the purposes of ascertaining the quantity of electricity supplied to Domestic Premises and/or information relating to Charges for the Supply of Electricity, in relation to Domestic Premises where an Advanced Domestic Meter is installed. |
| Installation Licensee | means the Electricity Supplier who has installed or arranged to have installed an Advanced Domestic Meter at the Domestic Premises of a particular Domestic Customer. |
| Prepayment Advanced | means a Electricity Meter that, either on its own or with an ancillary device: |

| | |
|---|---|
| Domestic Meter | (a) provides measured electricity consumption data for multiple time periods and is able to provide such data for at least daily periods;<br>(b) is able to provide the licensee with remote access to such data;<br>(c) operating in a mode which requires a Domestic Customer to pay Charges for the Supply of Electricity in advance; and<br><br>(d) a reference to the installation or removal of a Prepayment Meter includes the switching of any Electricity Meter to or from such a mode. |
| Proposed New Electricity Supplier | means a Electricity Supplier that is not the Installation Licensee and is seeking to enter into a Domestic Supply Contract with a particular Domestic Customer. |

## Condition 25C. (Not Used – refer to standard condition 0)

## Condition 25D. Power to direct payment of rebates to Domestic Customers

25D.1 The licensee must comply with any direction relating to Relevant Matters for Standard Condition 25D which, following consultation and subject to the Secretary of State's duty to have regard to the Statutory Considerations, the Secretary of State may issue and may from time to time revise (following further consultation).

25D.2 The licensee must provide the Authority or the Secretary of State with information specified by the Authority or Secretary of State in relation to matters that it or he reasonably considers are relevant to the licensee's compliance with any direction issued pursuant to paragraph 25D.1.

25D.3 The Authority or Secretary of State may direct the licensee to comply with paragraph 25D.2 by providing to the Authority or the Secretary of State information:

(a) in a particular form or medium by a particular date;

(b) in a particular form or medium at such reoccurring intervals of time as the Authority or Secretary of State considers appropriate; and

(c) of any description specified by the Authority or the Secretary of State, including any documents, accounts, estimates, returns, records or reports and data of any kind, whether or not prepared specifically at the request of the Authority or the Secretary of State.

25D.4 The licensee is not required to comply with paragraph 25D.2 if it could not be compelled to produce or give the information in evidence in civil proceedings before a court.

25D.5 This condition will cease to have effect from and including the date five years after this condition becomes effective.

### Definitions for condition

25D.6 For the purposes of this condition:

**"Relevant Matters for Standard Condition 25D"** means:

(a) a requirement to deliver a Government Electricity Rebate to a Domestic Customer;

(b) the time and manner in which a Government Electricity Rebate is to be delivered to a Domestic Customer;

(c) a requirement to display or provide any information relating to a Government Electricity Rebate on or with a Bill or statement of account; and

(d) the format of any information relating to a Government Electricity Rebate which must be displayed on or provided with a Bill or statement of account.

**"Government Electricity Rebate"** means, in respect of any eligible Domestic Customer, up to two annual rebates equal to twelve pounds sterling per calendar year which the Secretary of State may in accordance with this condition direct the licensee to deliver to a Domestic Customer.

**"Statutory Considerations"** means the principal objective and duties set out in sections 3A to 3C of the Electricity Act 1989.

## Condition 25E. Power to direct Energy Bill Support Scheme Payments to Domestic Customers

25E.1 The licensee must comply with any direction issued pursuant to s.7(3)(a) and s.107 of the Electricity Act 1989 and relating to Relevant Matters for Standard Condition 25E which, following consultation, the Secretary of State may issue and may from time to time revise (following further consultation).

25E.2 The licensee must provide the Authority or the Secretary of State with information specified by the Authority or Secretary of State in relation to matters that the Authority or Secretary of State reasonably considers are relevant to the licensee's compliance with any direction issued pursuant to Standard Condition 25E.1.

25E.3 The Authority or Secretary of State may direct the licensee to comply with paragraph 25E.2 by providing to the Authority or the Secretary of State information:

a. in a particular form or medium by a particular date;

b. in a particular form or medium at such reoccurring intervals of time as the Authority or Secretary of State considers appropriate; and

c. of any description specified by the Authority or Secretary of State, including any documents, accounts, estimates, returns, records or reports and data of any kind that it or they reasonably consider are relevant to the licensee's compliance with any direction issued pursuant to Standard Condition 25E.1, without limitation.

25E.4 The licensee is not required to comply with paragraph 25E.2 if it could not be compelled to produce or give the information in evidence in civil proceedings before a court.

### Definitions for condition

25E.5 For the purposes of this condition:

**"Relevant Matters for Standard Condition 25E"** means:

(a) a requirement to provide and deliver an Energy Bill Support Scheme Payment;

(b) the time and manner in which an Energy Bill Support Scheme Payment is to be provided and delivered;

(c) a requirement to display or provide any information relating to an Energy Bill Support Scheme Payment on or with a Bill or statement of account (or otherwise in Writing); and

(d) the format of any information relating to Energy Bill Support Scheme Payment which must be displayed on or provided with a Bill or statement of account (or otherwise notified in Writing).

"**Energy Bill Support Scheme Payment**" means a support payment equal to the value specified in the direction, which the Secretary of State may in accordance with this condition direct the licensee to deliver to a Domestic Customer.

# Condition 26. Priority Services Register

## Duty to establish a Priority Services Register

26.1 The licensee must:

(a) establish and maintain a Priority Services Register of its Domestic Customers, who, due to their Personal Characteristics or otherwise being in a vulnerable situation, may require Priority Services;

(b) take all reasonable steps to promote the existence of the Priority Services Register and the Priority Services which may be available from the licensee; and

(c) take all reasonable steps (which are appropriate in the circumstances, having regard to the interests of the Domestic Customer) to:

(i) identify such Domestic Customers in the course of interactions between the licensee and Domestic Customers, and

(ii) offer to add any or all of the Minimum Details to the Priority Services Register during interactions.

26.2 In so far as permitted by any laws relating to data protection and/or privacy, the licensee must add the Minimum Details to the Priority Services Register.

## Duty to share information

26.3 In so far as permitted by any laws relating to data protection and/or privacy, the licensee must share the Minimum Details using the Relevant Industry Mechanisms.

## Duty to offer services

26.4 The licensee must offer (and, if accepted, provide), free of charge, to any of its Domestic Customers which have been added to the Priority Services Register, such of the Priority Services as the Domestic Customer may reasonably require on account of his or her Personal Characteristics or vulnerable situation.

26.5 The Priority Services are appropriate mechanisms and arrangements to enable the following:

(a) the Domestic Customer receiving additional support to assist him or her to identify any person acting on behalf of the licensee,

(b) a person nominated by, or otherwise legally entitled to act on behalf of, the Domestic Customer being able to receive communications relating to their account,

(c) the reading (and provision of that reading to the Domestic Customer) of the Domestic Customer's Electricity Meter at appropriate intervals, if the Domestic Customer is

unable to do so and there is no other person the Domestic Customer could reasonably nominate to do so on their behalf,

(d) functionality of the Domestic Customer's Prepayment Meter which is Safe and Reasonably Practicable in all the Circumstances of the Case,

(e) communications with the Domestic Customer in an accessible format that is, so far as is reasonably practicable, appropriate to the Domestic Customer's needs on the basis of their Personal Characteristics and/or vulnerable situation, and

(f) such further or additional services (of a similar non-financial nature as sub-paragraphs 26.5(a) to (e)) as the licensee identifies are appropriate to the needs of its Domestic Customers and reasonably practicable for the licensee to provide.

## Compliance with data protection and/or privacy laws

26.6 For the purposes of its obligations under standard condition 26 (including in respect of obtaining, recording, using and sharing information), the licensee must comply with any laws relating to data protection and/or privacy.

## Definitions for condition

26.7 In this condition:

**"Minimum Details"** means the Domestic Customer's name, details of any relevant Personal Characteristics and/or vulnerable situation, and such other details which are relevant to the subject matter of standard condition 26 as the Authority may from time to time specify by publishing a statement in Writing (following public consultation and giving at least two months' prior notice).

**"Personal Characteristics"** means:

(a) the Domestic Customer being of Pensionable Age;

(b) the Domestic Customer being chronically sick, or having an impairment, disability, or long term medical condition (including but not limited to a visual, auditory or mobility impairment);

(c) any other characteristics identified by the licensee as being relevant due to the nature of the Priority Services.

**"Priority Services"** is to be interpreted in accordance with paragraph 26.5.

**"Relevant Industry Mechanisms"** means arrangements for the purposes of sharing the Minimum Details with specified persons as:

(a) set out in the Retail Energy Code, or

(b) designated by the Authority by publishing a statement in Writing (following public consultation and giving at least two months' prior notice).

**"Safe and Reasonably Practicable in all the Circumstances of the Case"** is to be interpreted in accordance with SLC 28.4.

# Condition 27. Payments, Security Deposits, Disconnections, Direct Debits, and Final Bills

## Payment methods under Domestic Supply Contract

27.1 Where the licensee offers to supply electricity to a Domestic Customer under a Domestic Supply Contract under paragraph 2 of standard condition 22 (Duty to offer and supply under Domestic Supply Contract), it must offer the customer a wide choice of payment methods for paying Charges and those methods must include (in each case, for the duration of the contract):

(a) payment by cash:

(i) to a person and at a place that is reasonable in all the circumstances of the case including circumstances where a Domestic Customer pays in advance using a Prepayment Meter; and

(ii) fortnightly or more regularly; and

(b) payment in advance through a Prepayment Meter.

27.2 The licensee is not required to comply with paragraph 27.1:

(a) if a Domestic Customer asks to use a particular payment method for paying Charges and the licensee offers that method to him; or

(b) if it supplies electricity to fewer than 50,000 Domestic Customers or such other number as may from time to time be directed by the Authority.

27.2A Any difference in terms and conditions as between payment methods for paying Charges for the Supply of Electricity shall reflect the costs to the supplier of the different payment methods.

27.2B In this condition, “terms” means all terms on which a supply of electricity is offered or provided, including terms as to price, which significantly affect the evaluation of that supply.

## Security Deposits

27.3 A licensee must not require a Domestic Customer to pay a Security Deposit in relation to the supply of electricity to his premises or, where the premises are Green Deal Premises, in relation to Green Deal Charges:

(a) if that customer agrees that the premises may be supplied through a Prepayment Meter and it is safe and reasonably practicable in all the circumstances of the case for the premises to be so supplied; or

(b) if it is unreasonable in all the circumstances of the case to require that customer to pay a Security Deposit.

27.4 A Security Deposit must not exceed a reasonable amount.

## Customers in payment difficulty

27.5 Subject to 27.5A, the licensee must offer each of the services set out in paragraph 27.6 when it becomes aware or has reason to believe that a Domestic Customer is having or will have difficulty paying all or part of the Charges.

27.5A Without prejudice to any other right or obligation under this licence, the licensee must not charge the Domestic Customer for providing the facilities or information set out in paragraph 27.6.

27.5B In complying with 27.5 the licensee must make proactive contact, as described in paragraph 27.8A (b), at the earliest opportunity to identify whether a customer is in payment difficulty, by contacting the Domestic Customer no later than after:

(a) two consecutively missed monthly scheduled payments; or

(b) one missed quarterly scheduled payment; or

(c) a customer has informed the licensee that they are unable to make the next scheduled payment.

27.6 The services referred to in paragraph 27.5 are:

(a) the facility for a Domestic Customer to pay Charges:

(i) by using, where available, a means by which payments may be deducted at source from a social security benefit received by that customer;

(ii) by regular instalments calculated in accordance with paragraph 27.8 and paid through a means other than a Prepayment Meter; and

(iii) by using a Prepayment Meter, where it is safe and reasonably practicable in all the circumstances of the case for the Domestic Customer to do so and where any instalments to be paid are calculated in accordance with paragraph 27.8; and

(b) the provision of information about how the Domestic Customer could reduce the Charges for the Supply of Electricity that he must pay by using the electricity supplied to his premises more efficiently.

27.7 If a Domestic Customer, having agreed to make payments for Charges using the service referred to in sub-paragraph 27.6(a)(i), is no longer in receipt of social security benefits from which payments can be deducted at source, the licensee must offer the services referred to in sub-paragraph 27.6(a)(ii) and 27.6(a)(iii).

27.8 The licensee must take all reasonable steps to ascertain the Domestic Customer's ability to pay and must take this into account when calculating instalments, giving due consideration to:

(a) relevant information provided by third parties, where it is available to the licensee; and

(b) where instalments will be paid using a Prepayment Meter, the value of all of the charges that are to be recovered through that meter.

27.8A For the purposes of ascertaining a Domestic Customer's ability to pay as set out in paragraph 27.8, the licensee must give due consideration to:

(a) Having appropriate credit management policies and guidelines, which includes:

(i) Allowing for customers to be dealt with on a case-by-case basis; and

(ii) Linking staff incentives to successful customer outcomes not the value of repayment rates.

(b) Making proactive contact with customers, which includes:

(i) Making early contact to identify whether a customer is in payment difficulty as set out in 27.5B;

(ii) Regularly reviewing methods of proactive contact to ensure they meet the needs of customers, in particular in circumstances where the licensee has not made successful contact with the customer;

(iii) Using every contact as an opportunity to gain more information about the customer's ability to pay when the licensee becomes aware or has reason to believe the customer is having or will have payment difficulty; and

(iv) Making customers aware of debt advice services when they raise concerns about their ongoing ability to pay, in accordance with Supply Licence Condition 31G.

(c) Understanding individual customers' ability to pay, which includes:

(i) Providing clear guidance and training for staff on how to elicit information on ability to pay and monitoring the effectiveness of this;

(ii) Providing appropriate channels for customers to quickly and easily raise concerns and facilitating conversations around customers' ability to pay when requested;

(iii) Making full use of all available information; and

(iv) Proactively exploring payment amounts and payment methods which are appropriate to the individual circumstances of each customer; this includes debt repayment schemes such as those by which payments may be deducted at source from a social security benefit received by that customer.

(d) Setting repayment rates based on ability to pay, which includes:

(i) Ensuring all available information is obtained and taken into account, including the customer's circumstances identified on a warrant or site visit or when installing a prepayment meter on a warrant;

(ii) Only setting default amounts when there is insufficient information to ascertain the customer's ability to pay and where default amounts are set, it should be made clear that the repayment rate may change based on information about the customer's ability to pay. In any event the levels of any default repayment rate should be reasonable;

(iii) Not insisting on substantial upfront payments before reconnection; and

(iv) Pausing scheduled repayments for an appropriate period of time as part of the customer's repayment plan and reviewing the customer's repayment plan in accordance with their ability to pay at regular intervals before re-instating scheduled repayments.

(e) Ensuring the customer understands the arrangement, which includes:

(i) Clear communication with the customer which allows them to understand how much they are regularly repaying; how the repayment will be deducted; when the debt will be repaid; and what to do if they experience difficulties during the arrangement; and

(ii) For prepayment meter customers repaying debt by a weekly amount explaining that debt will be recovered regardless of usage.

(f) Monitoring of arrangements after they have been set up, which includes:

(i) Individual arrangements must be monitored:

- for credit meter customers to check for the occurrence of failed repayment arrangements;
- and for prepayment meter customers to check whether the meter is being used initially and on an ongoing basis;

(ii) Monitoring of the approach taken by staff when agreeing repayment rates, using call listening and other techniques, to encourage a consistent and appropriate approach;

(iii) Monitoring of failed repayment arrangements to understand whether inappropriate rates are being set

(iv) Monitoring of overall repayment rates and recovery periods to understand trends.

(g) Re-engaging with the customer after an initial occurrence of a failed repayment arrangement, which includes: engaging with the customer in a timely manner to discuss the repayment plan, including whether a different repayment plan or repayment method would be more suitable.

27.8B The licensee must have regard to any guidance on SLC 27.8B (including in respect of definitions which appear in standard condition 1) which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

27.8C The licensee must ensure that the terms and conditions of each Domestic Supply Contract or a Deemed Contract reflect the following provisions of the standard conditions:

(a) paragraphs 5 to 8 (inclusive) of standard condition 27 and SLC 28.15 and SLC 28.16, stipulating that charges may not be demanded or recovered unless and until it can be established that the corresponding contractual terms have been complied with; and

(b) paragraphs 17 and 18 of standard condition 27.

27.8D The licensee must ensure that the terms and conditions of each Domestic Supply Contract provides for the right for the customer to offset any amount owing to the customer pursuant to the contract against any amounts owed by the customer under any other Domestic Supply Contract or under any contract for the supply of gas to premises (whether or not the licensee continues to hold an Electricity Supply Licence or Gas Supply Licence).

27.8E The licensee must ensure that the terms and conditions of each Domestic Supply Contract or a Deemed Contract stipulates, for the avoidance of doubt, that the relevant conditions referred to in paragraphs 27.8C and 27.8D will continue to bind the licensee after termination of this licence.

## Disconnection for unpaid charges

27.9 The licensee must not Disconnect a Domestic Premises at which the Domestic Customer has not paid Charges unless it has first taken all reasonable steps to recover those charges by means of the service referred to in sub-paragraph 27.6(a)(iii).

27.9A For the purposes of conditions 27.9, 27.10, 27.11 and 27.11A, Disconnection includes:

(a) Credit Limiting where:

(i) it amounts to stopping the supply to the Domestic Premises; and

(ii) the Domestic Customer does not pay Charges by using a Prepayment Meter; and

(b) Load Limiting where:

(i) the supply to the Domestic Premises is significantly constrained; and

(ii) the Domestic Customer does not pay Charges by using a Prepayment Meter or, where the Domestic Customer pays using a Prepayment Meter, that meter remains for the time being, in credit.

27.10 The licensee must not Disconnect, in Winter, a Domestic Premises at which the Domestic Customer has not paid Charges if it knows or has reason to believe that the customer is of Pensionable Age and lives alone or lives only with persons who are of Pensionable Age or under the age of 18.

27.11 The licensee must take all reasonable steps to avoid Disconnecting, in Winter, a Domestic Premises at which the Domestic Customer has not paid Charges if the occupants of the premises include a person who is of Pensionable Age, disabled or chronically sick and to whom paragraph 27.10 does not apply.

27.11A The licensee shall, before it exercises any right it may have to Disconnect a Domestic Premises, take all reasonable steps to ascertain whether:

(i) the relevant Domestic Customer falls within the scope of SLC 27.10; or

(ii) the restriction on its right to disconnect in accordance with SLC 27.11 applies.

27.11B The licensee must have regard to guidance on the interpretation of conditions 27.9A to 27.11A which, following consultation, the Authority may issue and may from time to time revise.

27.11C Paragraphs 27.5 to 27.11B shall not apply where the licensee is considering exercising its Statutory Disconnection Power.

## Provision of information

27.12 The licensee must:

(a) prepare a statement that sets out, in plain and intelligible language, its obligations under paragraphs 27.5 to 27.11A;

(b) publish that statement on and make it readily accessible from its Website (if it has one);

(c) take all reasonable steps to inform each of its Domestic Customers, at least once each year, of that statement and how to obtain it; and

(d) give a copy of that statement on request and free of charge to any person.

27.13 Paragraphs 14, 15 and 16 apply where a Domestic Customer pays the Charges which are payable under its Domestic Supply Contract by way of regular direct debit payments of a fixed amount (which amount may be varied from time to time in accordance with the relevant Domestic Supply Contract or, as the case may be, the relevant Green Deal Plan).

27.14 The licensee must provide to each such Domestic Customer an explanation in clear, plain and intelligible language of the basis upon which a fixed amount (and any variation of that fixed amount) has been determined.

27.15 The licensee must ensure that the fixed amount of the regular direct debit payment is based on the best and most current information available (or which reasonably ought to be available) to the licensee, including information as to the quantity of electricity which the licensee reasonably estimates has been or will be supplied under the relevant Domestic Supply Contract.

27.16 Where any Credit has accumulated under a Domestic Supply Contract and the relevant Domestic Customer requests that the licensee do so, the licensee must, save where it is fair and reasonable in all the circumstances for the licensee not to do so, refund, in a timely manner any Credit which has accumulated under that Domestic Supply Contract to the relevant Domestic Customer. Where the licensee considers that it is fair and reasonable in all the circumstances for it not to refund any Credit which has accumulated under a Domestic Supply Contract in accordance with this provision, it must inform the relevant Domestic Customer of its view and of the reasons for holding that view.

In this condition, "**Credit**" means the amount by which the payments made by a Domestic Customer to the licensee under or in accordance with the relevant Domestic Supply Contract exceeds the total amount of Charges which is due and payable by that Domestic Customer to the licensee under that Domestic Supply Contract.

## Provision of final bill

27.17 Where the responsibility for the supply of electricity to a Domestic Customer transfers from the licensee to another Electricity Supplier or otherwise terminates, the licensee must take all reasonable steps to send a final Bill or statement of account of the Domestic Customer's account within 6 weeks of the supplier transfer or termination of the Domestic Supply Contract.

27.18 Where subsequent information becomes available to correct an error in the final Bill or statement of account issued pursuant to paragraph 27.17, the licensee shall send a corrected Bill or statement of account as soon as reasonably practicable after the subsequent information becomes available.

# Condition 27A. Self-disconnection

## Identifying Self-disconnection

27A.1 Where a Domestic Customer uses a Prepayment Meter the licensee must:

(a) take all reasonable steps to identify on an ongoing and continuous basis, whether that Domestic Customer is Self-Disconnecting; and

(b) if the licensee identifies that the Domestic Customer is Self-Disconnecting, offer that Domestic Customer appropriate support in accordance with this condition, SLC 27A, SLC 27.8 and all other obligations relating to Prepayment Meter customers, and in deciding what is appropriate support for that Domestic Customer, take into account whether they are in a Vulnerable Situation, as appropriate.

## Provision of Emergency Credit and Friendly-hours Credit

27A.2 Where a Domestic Customer uses a Prepayment Meter the licensee must offer Emergency Credit and Friendly-hours Credit to that Domestic Customer, unless it is technically unfeasible and/or outside of the control of the licensee to offer those credit facilities to that Domestic Customer.

27A.3 Where it is technically unfeasible and/or outside of the control of the licensee to offer Emergency Credit and Friendly-hours Credit to the Domestic Customer, the licensee must take all reasonable steps to provide that Customer alternative short-term support in a timely manner.

27A.4 Where paragraph 27A.2 applies, if the licensee becomes aware or has reason to believe that a Domestic Customer is having or will have difficulty paying all or part of the Charges, the licensee must adhere to SLC 27.8 when calculating instalments for the Domestic Customer to repay the total amount of Emergency and/or Friendly-hours Credit provided.

## Provision of Additional Support Credit

27A.5 Subject to paragraph 27A.7, on each and every occasion on which a licensee identifies that a Domestic Customer who uses a Prepayment Meter and who is in a Vulnerable Situation has Self-Disconnected or is Self-Disconnecting and/or the licensee becomes aware or has reason to believe that a Domestic Customer who uses a Prepayment Meter and who is in a Vulnerable Situation has Self-Rationed or is Self-Rationing, the licensee must offer Additional Support Credit to that

Domestic Customer in a timely manner in addition to the support offered in paragraph 27A.2.

27A.6 Where paragraph 27A.5 applies, on each occasion on which the licensee offers Additional Support Credit, the licensee must assess the sum of Additional Support Credit it offers to the Domestic Customer and calculate the instalments for the Domestic Customer to repay the Additional Support Credit it offers to the Domestic Customer in accordance with SLC 27.

27A.7 Should the licensee, acting reasonably and having fully considered and complied with its obligation in paragraph 27A.5 and 27.A6 (apart from actually offering the Domestic Customer Additional Support Credit), determine that the provision of Additional Support Credit to the Domestic Customer is not in the best interest of the Domestic Customer the licensee shall not be obliged to provide Additional Support Credit under SLC27A.5 to that Domestic Customer on that occasion, however, the licensee must provide alternative appropriate support to that Domestic Customer in accordance with SLC 0 and SLC 31G.2.

## Provision of Involuntary Prepayment Meter Credit

27A.7A On each occasion the licensee installs an Involuntary Prepayment Meter in accordance with SLC 28.7, the licensee must ensure that each Domestic Customer receives Involuntary Prepayment Meter Credit, unless it is technically infeasible and/or outside of the control of the licensee to offer those credit facilities to that Domestic Customer.

27A.7B Where paragraph 27A.7A applies, the licensee must adhere to SLC 27.8 when calculating instalments for the Domestic Customer to repay the total amount of Involuntary Prepayment Meter Credit.

27A.7C In the event it is technically infeasible to apply the Involuntary Prepayment Meter Credit in paragraph 27A.7A, the licensee must take all reasonable steps to ensure that the Domestic Customer does not experience an interruption to their electricity supply.

## Provision of Information

27A.8 The licensee must ensure that each Domestic Customer who uses a Prepayment Meter is given adequate information in a form and frequency that is sufficient to allow that Domestic Customer to quickly and easily understand the licensee's Emergency Credit, Friendly-hours Credit, Additional Support Credit and Involuntary Prepayment Meter Credit facilities (as appropriate) including what this is, when this can be used and how this is repaid by the Domestic Customer.

## Definitions for condition

27A.9 In this condition:

**"Additional Support Credit"** means a fixed amount of credit provided to a Domestic Customer in a Vulnerable Situation when that Domestic Customer's Prepayment Meter credit runs low or runs out to ensure continuity of electricity supply or return on supply.

**"Emergency Credit"** means a fixed amount of credit provided to a Domestic Customer when that Domestic Customer's Prepayment Meter credit runs low or runs out to ensure continuity of electricity supply or return on supply.

**"Friendly-hours Credit"** means an amount of credit provided overnight, at weekends and public holidays to a Domestic Customer when that Domestic Customer's Prepayment Meter credit runs low or runs out to ensure continuity of electricity supply or return on supply.

**"Involuntary Prepayment Meter Credit"** means an amount of credit, or equivalent non-disconnection period, to be specified in guidance to be provided automatically upon installation of an Involuntary Prepayment Meter in accordance with SLC 28.7.

**"Self-disconnection"** means when a Domestic Customer uses a Prepayment Meter and experiences an interruption to their electricity supply because the credit on the meter has been exhausted. Terms derived from this, such as 'Self-Disconnected' and 'Self-Disconnecting' shall be construed accordingly.

**"Self-rationing"** means when a Domestic Customer deliberately limits its electricity use to save money for other goods or services. Terms derived from this, such as 'Self-Ration' and 'Self-Rationed' shall be construed accordingly.

# Condition 28. Prepayment Meters

## Information about Prepayment Meters

28.1 If the licensee offers to enable a Domestic Customer to pay or a Domestic Customer asks to pay Charges through a Prepayment Meter, the licensee must provide, prior to or upon the installation of that meter, appropriate information to that customer about:

(a) the advantages and disadvantages of a Prepayment Meter;

(aa) information relating to the operation of the Prepayment Meter, including information about the process for, and methods by which, the Domestic Customer can pay in advance through the Prepayment Meter;

(b) where they may obtain information or assistance if:

(i) the Prepayment Meter is not operating effectively; or

(ii) any device used to allow the Charges to be paid through the Prepayment Meter is not operating effectively;

(bb) the licensee's Emergency Credit, Friendly-hours Credit, Additional Support Credit and Involuntary Prepayment Meter Credit facilities as defined in SLC 27A including what this is and when this can be used by the Domestic Customer;

(c) the procedures that the licensee will follow when removing or resetting the Prepayment Meter, including the timescale and any conditions for removing or resetting it; and

(d) if the Prepayment Meter will rely upon a Virtual WAN Device for communications with the DCC, the consequences of Self-disconnection and the steps required to top-up following Self-disconnection.

## Safety and reasonable practicability of Prepayment Meters

28.2 Where a Domestic Customer uses a Prepayment Meter Meter or a licensee installs an Involuntary Prepayment Meter and the licensee becomes aware or has reason to believe that it is not safe and reasonably practicable in all the circumstances of the case for the Domestic Customer to have a Prepayment Meter, the licensee must offer:

(a) to alter the position of, or replace with one which has been specially adapted, the Prepayment Meter installed in the Domestic Premises, either in accordance with its obligations under Schedule 6 (Electricity Code) or otherwise, if it would make it safe and reasonably practicable in all the

circumstances of the case, for the Domestic Customer to continue to use the Prepayment Meter;

(b) to make such other arrangements as are necessary to ensure that it would be safe and reasonably practicable in all the circumstances of the case, for the Domestic Customer to continue to use the Prepayment Meter; or

(c) a facility for the Domestic Customer to pay Charges through a means other than a Prepayment Meter, including, where 27.5 applies, the services referred to in SLC 27.6(a)(i) and (ii).

28.3 In complying with SLC 28.2, the licensee must contact the Domestic Customer, in a form that takes into account their communication preferences, as a minimum, on an annual basis, to assess whether the Prepayment Meter remains safe and reasonably practicable in all the circumstances of the case in accordance with SLC 28.4.

## Prepayment Meter guidance

28.4 The licensee must comply with the Prepayment Meter guidance which includes the interpretation of "safe and reasonably practicable in all the circumstances of the case" which, following consultation, the Authority may issue, and may from time-to-time revise (following further consultation).

## Resetting of Prepayment Meters

28.5 Where a Domestic Customer pays Charges for the Supply of Electricity through a Prepayment Meter, the licensee must take all reasonable steps to ensure that the meter is reset within a reasonable period of time:

(a) after 1 August 2007, if any change has been made to Charges before that date and the meter has not been reset;

(b) after any change is made on or after that date to Charges for the Supply of Electricity; or

(c) if payments are being made by instalments using the meter:

(i) after any change is made to the amount due in instalments; or

(ii) after instalments are no longer required.

## Provision of information

28.6 The licensee must:

(a) prepare a statement that sets out, in plain and intelligible language, its obligations under SLC28;

(b) publish that statement on and make it readily accessible from its Website (if it has one);

(c) take all reasonable steps to inform each of its Domestic Customers who pay Charges through a Prepayment Meter, at least once each year, of the statement and how to obtain it; and

(d) give a copy of the statement on request and free of charge to any person.

Condition 28.7 Involuntary Prepayment Meters Warrants relating to Prepayment Meters and other supplier actions to recover debt

## Involuntary Prepayment Meters

28.7 A licensee must not install an Involuntary Prepayment Meter, unless, in accordance with the guidance issued under SLC 28.4, each of the following requirements are satisfied:

(a) the Debt Trigger has been met;

(b) the licensee has made multiple attempts to engage with a customer;

(c) the licensee has complied with its obligations to customers in payment difficulty (including but not limited to under SLCs 27, 27A and 28);

(d) appropriate Site Welfare Visits have been carried out;

(e) the licensee has determined that an Involuntary Prepayment Meter would be safe and reasonably practicable in all the circumstances of the case (including but not limited to the Precautionary Principle, and having carried out checks of all information relating to the Priority Services Register); and

(f) the Prepayment Meter is not reliant on a Virtual WAN Device for communications with the DCC.

28.8 The licensee must comply with any other obligations relating to Prepayment Meters (including but not limited to those in SLCs 27, 27A and 28. In the event of any irreconcilable inconsistency between SLC 28.7 and any other SLC or any other provision made under them, SLC 28.7 shall prevail.

28.9 In relation to the installation of an Involuntary Prepayment Meter, the licensee:

(a) when considering the customer's ability to pay and conducting financial assessments, must accept any information relevant to the subject matter of paragraph 28.9;

(b) must accept information from and actions on behalf of a customer by any person or organisation authorised to act on their behalf;

(c) must not link any staff incentives to the number of installations;

(d) must ensure that Site Welfare Visits include the use of audio recording equipment or body cameras;

(e) must ensure that post installation aftercare support is provided; and

(f) must retain any assessment documentation and audio or body camera recordings for an appropriate period.

## Prohibitions on exercising a warrant and recovering costs

28.10 The licensee must not exercise a Relevant Warrant (or otherwise exercise a statutory power which would give rise to the grounds for obtaining a Relevant Warrant) in respect of a Domestic Customer's premises where such action would be severely traumatic to that Domestic Customer or any member of their household due to an existing vulnerability which relates to their mental capacity and/or psychological state and would be made significantly worse by the experience.

28.11 The licensee must not charge a Domestic Customer in respect of any costs associated with a Relevant Warrant where:

1. that Domestic Customer has a vulnerability which has significantly impaired their ability to engage with the licensee or a Representative in relation to the recovery of a Relevant Payment; or

2. that Domestic Customer has a severe financial vulnerability which would be made worse by charging them any costs associated with a Relevant Warrant.

## Cap on warrant costs

28.12 Subject to paragraph 28.13 where the licensee or any Affiliated Licensee obtains and/or exercises one or more Relevant Warrants in respect of particular Domestic Premises of a particular Domestic Customer, the total amount of charges they recover (or seek to recover) at any time from the same Domestic Customer in relation to any costs associated with those Relevant Warrants and incurred within

the Specified Period, must not exceed the Specified Amount (and, for the avoidance of doubt, no additional costs that were incurred within the Specified Period may be recovered during any other period of time).

28.13 Where the licensee or any Affiliated Licensee obtains and/or exercises one or more Relevant Warrants in respect of more than one Domestic Premises of the same Domestic Customer, paragraph 28.12 applies separately to each of those Domestic Premises.

## Proportionality principle for debt recovery activities

28.14 The licensee must only exercise a Relevant Warrant where such action would be proportionate in the context of the amount of the Outstanding Charges.

28.15 In relation to the recovery of Outstanding Charges, Other Outstanding Charges or any other debt ('the charges') from a Domestic Customer, the licensee must ensure that:

1. any action it or a Representative takes (including, but not limited to, the exercise of statutory powers); and

2. the costs which they seek to recover from that Domestic Customer as a result,

are proportionate in the context of the amount of the charges

28.16 Paragraph 28.15 does not apply in relation to a Transfer Objection.

## Debt completion assessment

28.17 The licensee must ensure that once a customer using an Involuntary Prepayment Meter has repaid all debt owed, the customer is contacted and offered:

1. an assessment of whether a Prepayment Meter remains the most appropriate payment method (including but not limited to in accordance with SLC 28.2 and the guidance issued under SLC 28.4);

2. appropriate information on alternative payment methods and tariffs; and

3. the option to move to an alternative payment method.

28.18 If the customer decides, pursuant to paragraph 28.17 to move to an alternative payment method, the licensee must:

(a) agree to and implement this change as soon as reasonably practicable, subject to required credit checks; and

(b) ensure that any security deposit required as part of this process does not exceed a reasonable amount.

## Duration of the restrictions

28.19 Paragraphs 28.10 to 28.13 will cease to have effect on 30 June 2025 unless the Authority specifies a later date by publishing a statement in Writing.

28.20 The power to specify a later date in paragraph 28.19 may be exercised by the Authority on more than one occasion (before, on, or after the expiry of any later date specified by the Authority).

## Definitions for condition

28.21 For the purposes of this condition:

"**Involuntary Prepayment Meter**" means:

1. a Prepayment Meter installed by execution of a Relevant Warrant in respect of a Domestic Customer; or

2. a Smart Metering System switched to a mode which requires a Domestic Customer to pay Charges for the Supply of Electricity in advance when there are Outstanding Charges-and the licensee has made attempts to offer alternative payment methods in accordance with SLC 27, relevant notice has been given under SLC 23, and the Domestic Customer has not given explicit Consent for the switch to Prepayment mode;

and references to the installation or removal of an Involuntary Prepayment Meter include the switching of any Electricity Meter to or from such a mode.

28.22 For the purposes of this condition:

**"Consent"** means in the context of active consideration of the installation of an Involuntary Prepayment Meter, consent which is unmistakably given by the customer (in writing or verbally), rather than implied or retained in terms and conditions, with a record of the date and method of consent and not given under pressure from the licensee.

"**Debt Trigger"** means, where Charges have been outstanding for three months or more after the date the bill has been issued, and Outstanding Charges are more than the amounts per fuel specified in the guidance issued under SLC 28.4, and the customer is not on, or transitioning, to a repayment plan.

"**Precautionary Principle**" means the assumption to be made by licensees that any Domestic Customer faced with Involuntary Prepayment Meter for debt is likely to be in financial difficulty and therefore more likely to self-disconnect.

"**Site Welfare Visit**" means a visit to Domestic Customers' premises by appropriately trained staff or representatives to attempt to make contact with the customer to identify and/or further assess personal circumstances and characteristics to identify any vulnerabilities that may be present in the household to determine if PPM is safe and reasonably practicable.

**"Relevant Warrant**" means:

(a) a warrant pursuant to paragraph 23(2)(c) of Schedule 2B to the Gas Act 1986 for the purposes of paragraph 7(3)(a) of Schedule 2B to the Gas Act 1986;

(b) a warrant pursuant to paragraph 7(4) of Schedule 6 to the Electricity Act 1989; and

(c) any other type of warrant specified or described by the Authority by publishing a statement in writing (or by issuing a direction to the licensee), following consultation.

"**Self-disconnection**" has the meaning given in standard condition 27A (Self-disconnection).

**"Specified Amount"** means £150 or such higher amount as may be designated by the Authority from time to time by publishing a statement in Writing following consultation, or as set out in any guidance issued by the Authority and which the Authority may revise from time to time, following consultation.

**"Specified Period"** means twelve months or such other (shorter or longer) period which may be specified by the Authority by publishing a statement in writing (or by issuing a direction to the licensee), following consultation.

**"Transfer Objection**" means to prevent a Proposed Supplier Transfer on grounds permitted by SLC14.

**"Relevant Payment"** has the meaning given in paragraph 7(1A) of Schedule 2B to the Gas Act 1986 and paragraph 2(1A) of Schedule 6 to the Electricity Act 1989.

## Application to white label tariffs

28.23 In this licence condition any reference to "premises" covers the premises of Domestic Customers supplied under or by virtue of the licence held by the licensee, including where those premises are subject to Tariffs which use the brand name of a person that does not hold a Gas Supply Licence and/or an Electricity Supply Licence.

# Condition 28A. Prepayment Charge Restriction

## Requirement to adhere to a Prepayment Charge Restriction

28A.1 The licensee must that, between 1 April 2017 and 31 December 2020, the aggregate amount of all Charges for Supply Activities to each Relevant Customer does not exceed the Relevant Maximum Charge within each Charge Restriction Period. However, the licensee will be released from its obligation to comply with SLC28A in the Charge Restriction Period beginning on 1 October 2020 and ending on 31 December 2020 if the CMA issues a direction pursuant to Articles 3.4 and 6 of the Energy Market Investigation (Prepayment Charge Restriction) Order 2016 (as varied) releasing it from that obligation.

28A.2 Unless a direction has been issued by the Authority pursuant to paragraph 28A.18, in order to comply with paragraph **Error! Reference source not found.**, the licensee must ensure that for each of its Prepayment Tariffs the aggregate Charges for Supply Activities applicable to any Relevant Customer at any consumption level (*x* kWh) in respect of a Charge Restriction Period do not exceed the Relevant Maximum Charge.

28A.3 For all Single-Register Prepayment Tariffs, compliance with the Prepayment Charge Restriction will be assessed against the Relevant Maximum Charge determined on the basis of the Benchmark Metering Arrangement values for Single-Rate Metering Arrangements. The licensee must ensure that each of its Multi-tier Prepayment Tariffs complies with the Prepayment Charge Restriction for all possible divisions of consumption between the different months within the Charge Restriction Period.

28A.4 For all Multi-Register Prepayment Tariffs, compliance with the Prepayment Charge Restriction will be assessed against the Relevant Maximum Charge determined on the basis of the Benchmark Metering Arrangement values for Economy 7 Metering Arrangements.

28A.5 This condition 28A does not apply in relation to Fixed Term Supply Contracts entered into by a Relevant Customer on or before 24 June 2016.

### Determination of the Relevant Maximum Charge

28A.6 For each Benchmark Metering Arrangement (denoted *l)*, Charge Restriction Period of length *t* months (denoted *j*), and for each of the 14 Charge Restriction

Regions (denoted *i)*, the Relevant Maximum Charge for a given level of consumption *x* shall be determined by reference to the Benchmark Maximum Charges applicable during a Charge Restriction Period at two Benchmark Annual Consumption Levels denoted below as *nil* and *m*, as follows:

$$ChargeMax_{i,j,l}(x) = \left(ChargeMax_{i,j,l}(nil) \times \frac{t}{12}\right) + \left[\frac{ChargeMax_{i,j,l}(m) - ChargeMax_{i,j,l}(nil)}{m} \times x\right]$$

ChargeMax(m) and ChargeMax(nil) are defined as described in paragraph 28A.7.

**Calculation of the Benchmark Maximum Charges for Charge Restriction Periods**

28A.7 For each Charge Restriction Period, the Authority will calculate the Benchmark Maximum Charge for each:

(a) Benchmark Annual Consumption Level;

(b) Charge Restriction Region; and

(c) Benchmark Metering Arrangement,

in accordance with the following formula:

$$ChargeMax_{i,j,k,l} = (WC_{i,j,k,l} + NC_{i,j,k,l} + PC_{i,j,k,l} + OC_{j,k,l} + PPM_{j} + E_{i,j,k,l} + H_{i,j,k,l})$$

where (the following units all being in pounds sterling):

| | |
|---|---|
| $ChargeMax_{i,j,k,l}$ | means the Benchmark Maximum Charge in Charge Restriction Region i, Charge Restriction Period j, at Benchmark Annual Consumption Level k, for Benchmark Metering Arrangement l; |
| $WC_{i,j,k,l}$ | has the meaning given to it in paragraph 28AD.7 and calculated in accordance with paragraph 28AD.8; |
| $NC_{i,j,k,l}$ | has the meaning given to it in paragraph 28AD.7 and calculated in accordance with paragraph 28AD.9; |

$PC_{i,j,k,l}$ has the meaning given to it in paragraph 28AD.7 and calculated in accordance with paragraph 28AD.10;

$OC_{j,k,l}$ means the Operating Cost Allowance in Charge Restriction Period j, at Benchmark Annual Consumption Level k, for Benchmark Metering Arrangement l, calculated in accordance with paragraph 28A.13;

$PPM_{j}$ means the prepayment meter uplift allowance in Charge Restriction Period j calculated in accordance with paragraph 28A.14;

$E_{i,j,k,l}$ means the Earnings Before Interest and Tax Allowance in Charge Restriction Region i, in Charge Restriction Period j, at Benchmark Annual Consumption Level k, for Benchmark Metering Arrangement l, calculated in accordance with paragraph 28A.12;

$Hi,j,k,l$ means the headroom allowance in Charge Restriction Region i, in Charge Restriction Period j, at Benchmark Annual Consumption Level k, for Benchmark Metering Arrangement l, calculated in accordance with paragraph 28A.15

28A.8 For the purposes of paragraph 28A.7, the Earnings Before Interest and Tax Allowance in Charge Restriction Region i, in Charge Restriction Period j, at Benchmark Annual Consumption Level k, for Benchmark Metering Arrangement l, shall be calculated as follows:

$$E_{i,j,k,l} = EBIT \times (WC_{i,j,k,l} + NC_{i,j,k,l} + PC_{i,j,k,l} + OC_{j,k,l} + PPM_{j})$$

where:

EBIT means 1.9368%.

28A.9 For the purposes of paragraph 28A.7, the Operating Cost Allowance in Charge Restriction Period j, at Benchmark Annual Consumption Level k, for Benchmark Metering Arrangement l, shall be calculated in accordance with paragraph 28AD.11 after exclusion of any Smart Metering Non-Pass-Through Net Cost Change, as defined in SLC 28AD and published in the format set out in Annex 5 of SLC 28AD.

28A.10 For the purposes of paragraph 28A.7, the prepayment uplift allowance in Charge Restriction Period *j* shall be calculated as follows:

$$\mathrm{PPM_j} = \mathrm{PPM_0} \times \frac{\mathrm{CPIH_j}}{\mathrm{CPIH_0}}$$

where

'$\mathrm{PPM_0}$ shall be £24.4072 for both Single-Rate Metering Arrangements and Economy 7 Metering Arrangements

$CPI\mathrm{H}_j$ means the value of the Consumer Prices Index including owner occupiers' housing costs, series ID: L522 (the "CPIH Index"), published by the Office for National Statistics or the successor to such series as may be identified by the Monetary Policy Committee of the Bank of England for the purposes of targeting inflation or as otherwise directed by the Authority. The value used shall be chosen as follows:

- For a Charge Restriction Period starting on 1 April of each calendar year, the value of $\mathrm{CPIH_j}$ shall be calculated as:

$$\mathrm{CPIH_j} = \mathrm{CPIH_{Dec\,j-1}}$$

- For a Charge Restriction Period starting on 1 October of each calendar year, the value of $\mathrm{CPIH_j}$ shall be calculated as:

$$\mathrm{CPIH_j} = \mathrm{CPIH_{Jun\ j-1}}$$

$CPI\mathrm{H_0}$ has the value 102.2.

28A.11 For the purposes of paragraph 28A.7, the Headroom Allowance in Charge Restriction Region i, in Charge Restriction Period j, at Benchmark Annual Consumption Level k, for Benchmark Metering Arrangement l, shall be calculated as follows:

$$H_{j,k,l} = HAP_l \times (WC_{j,k,l} + PC_{j,k,l} + IC_{j,k,l} + PPM_{j,l})$$

where:

$HAP$ means the Headroom Allowance Percentage, which is 1.4641% for Single-Rate Metering Arrangements and Economy 7 Metering Arrangements.

**Determination and publication of Benchmark Maximum Charges and other values**

28A.12 Subject to paragraphs 28A.14 and 28A.15, no later than the fifth Working Day of February in relation to a forthcoming Charge Restriction Period *j* starting on 1 April, or no later than the fifth Working Day of August in relation to a forthcoming Charge Restriction Period *j* starting on 1 October, the Authority will:

(a) determine the updated Benchmark Maximum Charges which shall apply for any forthcoming Charge Restriction Period *j* by calculating such values in accordance with paragraph 28A.7; and

(b) publish such Benchmark Maximum Charges so calculated in the format specified in Annex 5.

28A.13 Subject to paragraphs 28A.14 and 28A.15, at the same time as publishing the Benchmark Maximum Charges pursuant to paragraph 28A.16(b) the Authority will also publish the following values for each Charge Restriction Region i, at Benchmark Annual Consumption Level k, and for Benchmark Metering Arrangement l, and, where relevant, identify the data sources used for:

(a) the wholesale cost allowance calculated in accordance with paragraph 28AD.8;

(b) the network cost allowance determined in accordance with paragraph 28AD.9;

(c) the policy cost allowance, calculated in accordance with paragraph 28AD.10;

(d) the value of CPIHj as described in paragraph 28A.14.

28A.14 If the information that is required to calculate one or more of the values listed in paragraph 28A.13 is unavailable at the time of the calculation, the Authority may use an alternative source to set the values to determine the Benchmark Maximum Charges. In that event, the Authority will publish the alternative value(s) it has used to determine the Benchmark Maximum Charge at the same time as publishing the Benchmark Maximum Charges.

28A.15 If, owing to a technical issue, the Authority is unable to publish the Benchmark Maximum Values or the values listed in paragraph 28A.13 within the timetable set out in paragraph 28A.12, it will publish such values without delay following resolution of the technical issue.

**Duration of the Prepayment Charge Restriction**

28A.16 This condition will come into force on 1 January 2017 and shall cease to have effect on 30 June 2021.

**Direction for alternative compliance assessment**

28A.17 The licensee may apply to the Authority to request a direction concerning the compliance of a particular Prepayment Tariff with the Prepayment Charge Restriction where, due to the structure of the relevant Prepayment Tariff, the Charges for Supply Activities at certain consumption levels would exceed the Relevant Maximum Charge, but the licensee can provide evidence to the reasonable satisfaction of the Authority that it is unlikely that Relevant Customers subject to such Prepayment Tariff will have a consumption level which would cause them to incur Charges for Supply Activities in excess of the Relevant Maximum Charge.

28A.18 If the Authority has issued a direction to the licensee pursuant to paragraph 28A.17, the licensee must comply with such direction and must determine, at the

end of each Charge Restriction Period, whether any Relevant Customer has in fact incurred Charges for Supply Activities in excess of the Relevant Maximum Charge. If the licensee determines that this is the case, the licensee must:

(a) inform the Authority in Writing without delay; and

(b) pay a rebate to, or credit the account of, each such Relevant Customer equal to the difference between the Charges for Supply Activities actually incurred (or, if the Tariff is a Multi-Register Prepayment Tariff, the difference between the Charges for Supply Activities calculated on the basis of the Assumed Consumption Split) by Relevant Customers and the Relevant Maximum Charge within 30 days of the end of the relevant Charge Restriction Period.

**Assumed Consumption Split where the Prepayment Tariff varies by time of consumption or purpose (Multi-Register Prepayment Tariffs)**

28A.19 For the purpose of assessing compliance of Multi-Register Prepayment Tariffs with the Prepayment Charge Restriction pursuant to paragraph 28A.3, in calculating the aggregate amount of all Charges for Supply Activities, consumption in different periods will be weighted using an Assumed Consumption Split determined in accordance with paragraph 28A.21.

28A.20 For the purpose of the review to be carried out pursuant to paragraph 28A.18, in calculating the Charges for Supply Activities incurred by Relevant Customers on any given Prepayment Tariff, consumption in different peak and off-peak periods will be weighted using an Assumed Consumption Split determined in accordance with paragraph 28A.21.

28A.21 The Assumed Consumption Splits shall apply across Great Britain, reflect annual consumption patterns, and be determined as follows:

(a) in respect of each Economy 7 Tariff, off-peak and peak consumption levels of 42% and 58%, respectively, shall be the Assumed Consumption Split, subject to any direction from the Authority issued pursuant to paragraph 28A.27;

(b) in respect of each Multi-Register Prepayment Tariff (other than an Economy 7 Tariff), the Assumed Consumption Split shall be based on historic consumption data or, in the absence of historic data, on a reasonable estimate

of the average consumption split, subject to any direction from the Authority issued pursuant to paragraph 28A.23.

28A.22 In respect of each Multi-Register Prepayment Tariff (other than an Economy 7 Tariff), the licensee must:

(a) notify the Authority in Writing of the Assumed Consumption Split with accompanying relevant data relating to the historic consumption of their customers, no less than three months before the beginning of each relevant Charge Restriction Period or, if a Prepayment Tariff is capable of being entered into for the first time at a date after the beginning of a Charge Restriction Period, two months before that date; and

(b) when historic data are not available in relation to a particular Prepayment Tariff, the licensee must:

(i). notify the Authority as per paragraph 28A.22(a) its forecast of the average consumption split relevant to that Prepayment Tariff (which shall be used as the Assumed Consumption Split), as well as evidence supporting this forecast, and

(ii). no later than three months after the last day of each Charge Restriction Period, notify in Writing to the Authority the actual average consumption usage split for that Prepayment Tariff in the previous Charge Restriction Period.

28A.23 The licensee must comply with any direction which the Authority may issue, having first sought representations from the licensee (to which the Authority will have regard), to use an alternative Assumed Consumption Split in relation to one or more Multi-Register Prepayment Tariffs. This Assumed Consumption Split shall be notified:

(a) in relation to a Multi-Register Prepayment Tariff capable of being entered into for the first time at a date after the beginning of a Charge Restriction Period, no later than one month before the launch of that Prepayment Tariff; and

(b) in relation to any other Multi-Register Prepayment Tariff, no later than the date on which the Benchmark Maximum Charges are published pursuant to paragraph 28A.12.

28A.24 The licensee must comply with any direction which the Authority may issue, after consultation with the licensee, to pay a rebate to Relevant Customers if, due to a discrepancy between the forecast and actual average consumption splits referred to in paragraph 28A.22(b), Relevant Customers either individually or collectively incurred Charges for Supply Activities materially in excess of the Relevant Maximum Charge.

**Reporting obligation**

28A.25 The licensee must provide the Authority with a report, in the format specified by the Authority from time to time, no more than 30 calendar days after the start of each Charge Restriction Period (without prejudice to the Authority's existing powers to request such information from the licensee at an earlier date). This report must state for each of its Prepayment Tariffs:

(a) the Tariff Name and any brand name that the Prepayment Tariff is marketed under;

(b) the first and (where applicable) last dates on which each Prepayment Tariff was or will be supplied to Relevant Customers under a Domestic Supply Contract or a Deemed Contract;

(c) the Standing Charge(s) and Unit Rate(s) of each Prepayment Tariff in each Charge Restriction Region;

(d) to which Metering Arrangement(s) each Prepayment Tariff applies or will apply;

(e) the criteria a customer must meet in order to be eligible for the Prepayment Tariff;

(f) in relation to Multi-Register Prepayment Tariffs, the Assumed Consumption Split;

(g) the number of customers subject to the Prepayment Tariff at the end of the first day of the Charge Restriction Period; and

(h) any other information about the Prepayment Tariff which the Authority may from time to time specify.

28A.26 The licensee must inform the Authority, in Writing (or in any other format specified by the Authority), of any changes to the information included in the

report as soon as reasonably practicable after the implementation of any such changes, including as a result of the launch of a new Prepayment Tariff.

28A.27 The licensee must give the Authority any information that it reasonably requests about the licensee's compliance with paragraph 28A.1 as soon as reasonably practicable after receiving a request.

**Definitions for condition**

28A.28 In this condition:

**'Assumed Consumption Split'** means the assumed percentage consumption split between each rate relevant to a Multi-Register Metering Arrangement, determined pursuant to paragraph 28A.21;

**'Benchmark Metering Arrangement'** means either a Single-Rate Metering Arrangement or an Economy 7 Metering Arrangement, to be used for the purpose of this licence pursuant to 28A.3 and 28A.4; for the purposes of applying Annexes 1 to 5 when determining the Benchmark Maximum Charge pursuant to paragraph 28A.7, means using: (a) the values set out in the columns headed 'Single-rate meters' for determining the Benchmark Maximum Charge for Single-Rate Metering Arrangements; and (b) the values set out in the columns headed 'Economy 7 meters' for determining the Benchmark Maximum Charge for Multi-Register Metering Arrangements;

**Benchmark Annual Consumption Levels'** means the benchmark annual consumption levels nil kWh and m kWh, where m shall respectively take the following values:

For Single-Register Metering Arrangements

m = 3,100 kWh;

For Multi-Register Metering Arrangements

m = 4,200 kWh;

**'Benchmark Maximum Charge'** means one of 56 benchmark maximum charge values (in pounds sterling and exclusive of Value Added Tax), which are unique to a specific Benchmark Annual Consumption Level, Charge Restriction Region and Benchmark Metering Arrangement, and are updated on a semi-annual basis by the Authority pursuant to paragraphs 28A.7 and 28A.12;

**'Charge Restriction Region'** means a Distribution Services Area;

**'Charge Restriction Period'** means a period, between 1 April 2017 and 31 December 2020, either:

- beginning on 1 April of each year and ending on 30 September of the same calendar year; or
- beginning on 1 October of each year and ending on 31 March of the subsequent calendar year; or
- beginning on 1 October of 2020 and ending on 31 December 2020.

**'Charges for Supply Activities'** has the meaning given to that term in standard condition 22A;

**'CMA'** means the Competition and Markets Authority;

**'Consumption Window'** means, in the context of a Multi-Register Metering Arrangement, each separate period within a total period of 24 hours in which electricity consumption was recorded and charged at a distinct Unit Rate;
**'Economy 7 Metering Arrangement'** means using an Electricity Meter for the purpose of an Economy 7 Tariff;

**'Economy 7 Tariff'** means a Prepayment Tariff whereby a Domestic Customer is charged on the basis of two separate Unit Rates, where in each period of 24 hours the peak electricity consumption level is recorded during 17 'day/normal' hours and the off-peak electricity consumption level is recorded during seven 'night/low' hours;

**'Excluded Smart Meter'** means either: (a) a Smart Metering System which consists of an Electricity Meter and any associated or ancillary devices identified in a Version (other than a Version with a Principal Number of 1) of the ESME Technical Specification; or (b) a Smart Metering System otherwise identified by the CMA (through a direction given under the Energy Market Investigation (Prepayment Charge Restriction) Order 2016) as being fully interoperable;

**'Metering Arrangement'** means, for the purpose of this licence condition, using one or more Electricity Meters for the purpose of a Prepayment Tariff whereby a Domestic Customer is charged either on the basis of a Multi-Register Metering Arrangement or on the basis of a Single-Register Metering Arrangement;

**'Multi-tier Metering Arrangement'** means using an Electricity Meter for the purpose of a Prepayment Tariff whereby a Domestic Customer is charged on the basis of a Unit Rate which varies according to the Domestic Customer's electricity consumption over a defined period of time;

**'Multi-tier Prepayment Tariff'** means a Prepayment Tariff whereby a Domestic Customer incurs Charges for Supply Activities on the basis of a Multi-tier Metering Arrangement;

**'Multi-Register Metering Arrangement'** means using one or more Electricity Meters for the purpose of a Prepayment Tariff whereby a Domestic Customer's electricity consumption at certain times, or for certain purposes (for example, heating), or both, is separately recorded - on one or more registers - and includes any contractual arrangement whereby the Domestic Customer is charged on the basis of Time of Use Rates (regardless of the metering equipment employed);

**'Multi-Register Prepayment Tariff'** means a Prepayment Tariff whereby a Domestic Customer incurs Charges for Supply Activities on the basis of a Multi-Register Metering Arrangement;

**'Prepayment Charge Restriction'** means the obligation set out in paragraph **Error! R eference source not found.**;

**'Prepayment Tariff'** means a Tariff in respect of any Domestic Supply Contract or Deemed Contract with a Relevant Customer which includes a requirement to pay Charges through one or more Prepayment Meters;
**'Relevant Customer'** means a Domestic Customer supplied via a Prepayment Meter, excluding those Domestic Customers supplied via an Excluded Smart Meter;

**'Relevant Maximum Charge'** means for each Relevant Customer the maximum charge amount (in pounds sterling, excluding value added tax) for any consumption level, calculated in accordance with paragraph 28A.6;

**'Single-Rate Metering Arrangement'** means using one or more Electricity Meters for the purpose of a Prepayment Tariff whereby a Domestic Customer is required to pay for the Charges for Supply Activities on the basis of a single Unit Rate;

**'Single-Register Metering Arrangement'** means any Metering Arrangement which is not a Multi-Register Metering Arrangement, and includes a Single-Rate Metering Arrangement (regardless of the metering equipment employed) and a Multi-Tier Metering Arrangement in which the Unit Rate does not vary according to the time of use);

**'Single-Register Prepayment Tariff'** means a Prepayment Tariff whereby a Domestic Customer is required to pay for the Charges for Supply Activities on the basis of a Single-Register Metering Arrangement.

## Annex 1 – Baseline Benchmark Maximum Charges (ie as at 30 June 2015)

| **Region, *i*** | **Single-rate meters (benchmark consumption per annum, *k*)** | | **Economy 7 meters (benchmark consumption per annum, *k*)** | |
|---|---|---|---|---|
| | **Nil kWh** | ***m* (3,200 kWh)** | **Nil kWh** | ***m* (4,600 kWh)** |
| North West England | £82.00 | £498.16 | £86.00 | £586.05 |
| North East England | £82.00 | £502.69 | £86.00 | £606.13 |
| Yorkshire & North Lincolnshire | £82.00 | £494.39 | £86.00 | £593.72 |
| North Scotland | £82.00 | £522.90 | £86.00 | £634.02 |
| Southern England | £82.00 | £496.19 | £86.00 | £588.14 |
| Southern Scotland | £82.00 | £497.72 | £86.00 | £602.83 |
| North Wales and Mersey | £82.00 | £537.14 | £86.00 | £640.70 |
| London | £82.00 | £480.91 | £86.00 | £579.46 |
| South East England | £82.00 | £500.34 | £86.00 | £601.73 |
| East England | £82.00 | £488.82 | £86.00 | £587.05 |
| East Midlands | £82.00 | £486.54 | £86.00 | £582.00 |
| West Midlands | £82.00 | £491.80 | £86.00 | £586.74 |
| South West England | £82.00 | £521.80 | £86.00 | £621.88 |
| South Wales | £82.00 | £507.05 | £86.00 | £600.64 |

*Note: all amounts exclude VAT*

# Condition 28AA. Regulation of charges for certain Domestic Customers

## Prohibition on exceeding the Relevant Maximum Charge

28AA.1 In respect of each Relevant 28AA Customer and in accordance with the requirements of this condition, the Obligated Licensee must ensure that at all times from the date for compliance with this paragraph 28AA.1 (as set out in paragraphs 28AA.15 or 28AA.16 below (as applicable)) during each applicable Charge Restriction Period the aggregate Charges for Supply Activities which apply to that Relevant 28AA Customer do not exceed the Relevant Maximum Charge.

## Domestic Customers already subject to standard condition 28A

28AA.2 This condition will apply to a Relevant 28AA Customer in respect of any periods of time whereby that Relevant 28AA Customer does not benefit from the requirements of condition 28A.

## Compliance in respect of Single-Register Tariffs

28AA.3 For all Single-Register Tariffs (including Multi-tier Tariffs), the Obligated Licensee must comply with paragraph 28AA.1 on the basis that the Relevant Maximum Charge is determined using the Benchmark Metering Arrangement values for Single-Rate Metering Arrangements.

28AA.4 Where a Single-Register Tariff is a Multi-tier Tariff the Obligated Licensee must also ensure that it complies with paragraph 28AA.1 for all possible divisions of consumption between the different months within the Charge Restriction Period.

## Compliance in respect of Multi-Register Tariffs

28AA.5 For all Multi-Register Tariffs, the Obligated Licensee must comply with paragraph 28AA.1 on the basis that:

(a) the Relevant Maximum Charge is determined using the Benchmark Metering Arrangement values for Economy 7 Metering Arrangements; and

(b) in calculating the aggregate amount of all Charges for Supply Activities, consumption in different periods must be weighted using the Assumed Consumption Split which is applied across Great Britain and which reflects annual consumption patterns.

## Requirements for reasonable estimate of the average consumption split for Multi-Register Tariffs

28AA.6 In respect of the first Charge Restriction Period that applies under this condition, the Authority may either:

(a) by publishing a statement in Writing, require the Obligated Licensee to adopt the same Assumed Consumption Split as it has adopted for the purposes of the corresponding Charge Restriction Period that applies for the purposes of Condition 28A; or

(b) direct the Obligated Licensee to adopt as the Assumed Consumption Split such other reasonable estimate of the average consumption split as the Authority considers appropriate in the circumstances, after consulting with the Obligated Licensee.

28AA.7 In respect of any subsequent Charge Restriction Period that applies under this condition, the Obligated Licensee must comply with:

(a) paragraph 28A.26 of condition 28A on the basis that any reference to:

(i) "Assumed Consumption Split" is to be read as "Assumed Consumption Split as applied under condition 28AA";

(ii) "Multi-Register Prepayment Tariff" is to be read as "Multi-Register Tariff"; and

(iii) "Prepayment Tariff" is to be read as "Tariff subject to the Relevant Maximum Charge in condition 28AA"; and;

(b) paragraph 28A.27 of condition 28A on the basis that any reference to:

(i) "Assumed Consumption Split" is to be read as "Assumed Consumption Split as applied under condition 28AA";

(ii) "Multi-Register Prepayment Tariff" is to be read as "Multi-Register Tariff"; and

(ii) "Prepayment Tariff" is to be read as "Tariff subject to the Relevant Maximum Charge in condition 28AA".

28AA.8 In respect of any Charge Restriction Period that applies under this condition, the Obligated Licensee must comply with paragraph 28A.28 of condition 28A on the basis that:

(a) any reference to "Relevant Customers" is to be read as "Relevant 28AA Customer"; and

(b) any reference to "Relevant Maximum Charge" is to be read as "Relevant Maximum Charge as applied under condition 28AA".

**Determination of Relevant Maximum Charge**

28AA.9 For each Benchmark Metering Arrangement (denoted *l)*, for that part of a Charge Restriction Period (denoted *j*) where this condition has effect with resulting length *t* months, and for each of the 14 Charge Restriction Regions (denoted *i)*, the Relevant Maximum Charge for a given level of consumption *x* shall be determined by reference to the Benchmark Maximum Charges applicable during the part of a Charge Restriction Period where this condition has effect at two Benchmark Annual Consumption Levels denoted below as *nil* and *m*, as follows:

$$ChargeMax_{i,j,l}(x) = \left[ChargeMax_{i,j,l}(nil) \times \frac{t}{12}\right] + \left[\frac{ChargeMax_{i,j,l}(m) - ChargeMax_{i,j,l}(nil)}{m} \times x\right]$$

**Reporting obligation**

28AA.10 Subject to paragraph 28AA.11, the Obligated Licensee must provide the Authority, in a format specified by the Authority, with a report containing the following information for each of its Tariffs with a Relevant 28AA Customer to whom this condition applies:

(a) the Tariff name and any brand name that the Tariff is marketed under;

(b) the first and (where applicable) last dates on which each Tariff was or will be supplied to Relevant 28AA Customers under a Domestic Supply Contract or a Deemed Contract;

(c) the Standing Charge(s) and Unit Rate(s) of each Tariff in each Charge Restriction Region;

(d) to which Metering Arrangement(s) each Tariff applies or will apply;

(e) in relation to Multi-Register Tariffs, the Assumed Consumption Split;

(f) the number of Relevant 28AA Customers subject to the Tariff:

(i) as at the Modification Date for the first report; and

(ii) as at the date specified by the Authority pursuant to paragraph 28AA.11 for each subsequent report; and

(g) any other information about the Tariff which the Authority may from time to time specify.

28AA.11 For the purposes of paragraph 28AA.10 the first report must be provided five Working Days after the Modification Date, and any subsequent report must be provided five Working Days after a date specified by the Authority in a statement published in writing.

28AA.12 The Obligated Licensee must inform the Authority, in Writing (or in any other format specified by the Authority), of any changes to the information included in the report as soon as reasonably practicable after the implementation of any such changes.

28AA.13 The Obligated Licensee must give the Authority any information that it reasonably requests about the Obligated Licensee's compliance with this condition as soon as reasonably practicable after receiving a request.

**Direction for alternative compliance assessment**

28AA.14 Paragraphs 28A.21 and 28A.22 of condition 28A apply to this condition on the basis that:

(a) any reference to "Prepayment Tariff" is to be read as "Tariff subject to the Relevant Maximum Charge in condition 28AA";

(b) any reference to "Prepayment Charge Restriction" is to be read as "paragraph 28AA.1 of condition 28AA";

(c) any reference to "Relevant Customers" is to be read as "Relevant 28AA Customer";

(d) any reference to "Relevant Maximum Charge" is to be read as "Relevant Maximum Charge as applied under condition 28AA";

(e) any reference to "Multi-Register Prepayment Tariff" is to be read as "Multi-Register Tariff"; and

(f) any reference to "Assumed Consumption Split" is to be read as "Assumed Consumption Split as applied under condition 28AA".

**Date for compliance with Relevant Maximum Charge**

28AA.15 Where the Obligated Licensee has Identified a Relevant 28AA Customer on a date which is:

(a) 50 days or less before the Modification Date; or

(b) on or after the Modification Date,

the Obligated Licensee must comply with paragraph 28AA.1 of this condition on and from the date which is 50 days after that Relevant 28AA Customer was Identified.

28AA.16 Where the Obligated Licensee has Identified a Relevant 28AA Customer on a date which is earlier than 50 days before the Modification Date, the Obligated Licensee must comply with paragraph 28AA.1 of this condition on and from the Modification Date.

**Termination of condition**

28AA.17 This condition will cease to have effect at 23:59 on 31 December 2019 unless the Authority specifies an earlier date by publishing a statement in Writing.

**Definitions for condition**

28AA.18 In this condition:

**"Assumed Consumption Split"** means the assumed percentage consumption split between each rate relevant to a Multi-Register Metering Arrangement, determined on the following basis:

(a) in respect of each Economy 7 Tariff, the split will be 42% for off-peak consumption levels and 58% for peak consumption levels; and

(b) in respect of each Multi-Register Tariff (other than an Economy 7 Tariff), the split shall be based on historic consumption data or, in the absence of historic data, on a reasonable estimate of the average consumption split;

**"Benchmark Annual Consumption Levels"** has the meaning given to that term in standard condition 28A.32;

**"Benchmark Maximum Charge"** means the applicable value published by the Authority for the Charge Restriction Period *j* pursuant to paragraph 28A.16 of condition 28A and calculated in accordance with paragraphs 28A.7 to 28A.15;

**"Benchmark Metering Arrangement"** means:

(a) for the purposes of paragraph 28AA.3, a Single-Rate Metering Arrangement and the values that relate to "Single-rate meters" as specified in the relevant column in Annexes 1 to 5 of condition 28A; and

(b) for the purposes of paragraph 28AA.5, an Economy 7 Metering Arrangement and the values that relate to "Economy 7 Meters" as specified in the relevant column in Annexes 1 to 5 of condition 28A;

**"Charge Restriction Period"** has the meaning given to that term in standard condition 28A.24;

**"Charge Restriction Region"** has the meaning given to that term in standard condition 28A.24;

**"Charges for Supply Activities"** has the meaning given to that term in standard condition 22A.9;

**"Core Group Customer"** has the meaning given to that term in regulation 7(2) of the Regulations;

**"28AA Default Fixed Term Contract"** means any type or part of a Domestic Supply Contract or any other contractual arrangement which may apply or be deemed to apply to a Domestic Customer, including by virtue of any law or enactment ("other contractual arrangement") which:

(a) contains any terms and conditions which apply for a fixed term period; and

(b) comes into effect automatically or at the discretion of the licensee after the expiry or termination of any type or part of a previous Domestic Supply Contract or, where applicable, other contractual arrangement ("previous contract") either:

(i) by virtue of the terms and conditions provided for in that previous contract (and, for the purposes of this definition, it is irrelevant whether or not the Domestic Customer originally agreed to any terms and conditions which purported to permit that automatic effect or discretion of the licensee); or

(ii) otherwise by the operation of the law or any provision of an enactment;

**"Economy 7 Metering Arrangement"** means using an Electricity Meter for the purpose of an Economy 7 Tariff;

**"Economy 7 Tariff"** means a Tariff whereby a Domestic Customer is charged on the basis of two separate Unit Rates, where in each period of 24 hours the peak electricity consumption level is recorded during 17 "day/normal" hours and the off-peak electricity consumption level is recorded during seven "night/low" hours;

"**First Subsequent Scheme Year**" means the period of time designated as a scheme year at paragraph 2 of the Regulations which commences consecutively after the end of Scheme Year 7;

"**Identified**" means

(a) In respect of Scheme Year 7, the First Subsequent Scheme Year or the Second Subsequent Scheme Year, where the Obligated Licensee has either:

(i) received a notice under regulation 6(1) of the Regulations which specifies the Domestic Customer; or

(ii) determined that the Domestic Customer is to receive the prescribed rebate (as defined in the Regulations) pursuant to Chapter 2 of the Regulations;

(b) In respect of Scheme Year 6, where the Domestic Customer has received the prescribed rebate from the Obligated Licensee (as defined in the Regulations);

**"Metering Arrangement"** means, for the purpose of this licence condition, using one or more Electricity Meters for the purpose of a Tariff whereby a Domestic Customer is charged either on the basis of a Multi-Register Metering Arrangement or on the basis of a Single-Register Metering Arrangement;

**"Modification Date"** means the 2 February 2018;

**"Multi-tier Metering Arrangement"** means using an Electricity Meter for the purpose of a Tariff whereby a Domestic Customer is charged on the basis of a Unit Rate which varies according to the Domestic Customer's electricity consumption over a defined period of time;

**"Multi-tier Tariff"** means a Tariff whereby a Domestic Customer incurs Charges for Supply Activities on the basis of a Multi-tier Metering Arrangement;

**"Multi-Register Metering Arrangement"** means using one or more Electricity Meters for the purpose of a Tariff whereby a Domestic Customer's electricity consumption at certain times, or for certain purposes (for example, heating), or both, is separately recorded - on one or more registers - and includes any contractual arrangement whereby the Domestic Customer is charged on the basis of Time of Use Rates (regardless of the metering equipment employed);

**"Multi-Register Tariff"** means a Tariff whereby a Domestic Customer incurs Charges for Supply Activities on the basis of a Multi-Register Metering Arrangement;

**"Obligated Licensee"** means a Supplier which is a compulsory scheme electricity supplier for the purposes of regulation 5(1) of the Regulations;

**"Regulations"** means the Warm Home Discount Regulations 2011 (SI 2011/1033) (as amended from time to time);

"**Relevant 28AA Customer**" means a Domestic Customer supplied by virtue of the Electricity Supply Licence held by the Obligated Licensee and which:

(a) is subject to a Deemed Contract, an Evergreen Supply Contact or a 28AA Default Fixed Term Contract; and

(b) falls into at least one of the categories listed at Schedule 1 to this condition 28AA;

**"Relevant Maximum Charge"** means for each Relevant 28AA Customer the maximum charge amount (in pounds sterling, excluding value added tax) for any consumption level, calculated in accordance with paragraph 28AA.9;

"**Scheme Year 6**" has the meaning given to that term in paragraph 2 of the Regulations, being the period from 23 July 2016 to 31 May 2017;

"**Scheme Year 7**" has the meaning given to that term in paragraph 2 of the Regulations, being the period from 1 June 2017 to 31 March 2018;

"**Second Subsequent Scheme Year**" means the period of time designated as a scheme year at paragraph 2 of the Regulations commencing after the end of the First Subsequent Scheme Year;

**"Single-Rate Metering Arrangement"** means using one or more Electricity Meters for the purpose of a Tariff whereby a Domestic Customer is required to pay for the Charges for Supply Activities on the basis of a single Unit Rate;

**"Single-Register Metering Arrangement"** means any Metering Arrangement which is not a Multi-Register Metering Arrangement, and includes a Single-Rate Metering Arrangement (regardless of the metering equipment employed) and a Multi-Tier Metering Arrangement in which the Unit Rate does not vary according to the time of use);

**"Single-Register Tariff"** means a Tariff whereby a Domestic Customer is required to pay for the Charges for Supply Activities on the basis of a Single-Register Metering Arrangement.

**Schedule 1 to standard condition 28AA: Categories of Relevant 28AA Customer**

S1.1 The categories referred to in part (b) of the definition of Relevant 28AA Customer are set out at paragraphs S1.2-S1.5 below.

**Domestic Customer Identified in Scheme Year 6**

S1.2 Where the Domestic Customer is Identified in Scheme Year 6, that Domestic Customer is a Relevant 28AA Customer for the period commencing on the date the Obligated Licensee is required to comply with paragraph 28AA.1 of standard condition 28AA and ending on 31 March 2019.

**Domestic Customer Identified in Scheme Year 7**

S1.3 Where the Domestic Customer is Identified in Scheme Year 7, that Domestic Customer is a Relevant 28AA Customer from the beginning of the period of Scheme Year 7 that remains following the date for compliance with paragraph 28AA.1 of standard condition 28AA, and remains a Relevant 28AA Customer until the earlier of:

(a) the end of the First Subsequent Scheme Year; or
(b) condition 28AA ceasing to have effect as specified at paragraph 28AA.17 of standard condition 28AA.

**Domestic Customer Identified in the First Subsequent Scheme Year**

S1.4 Where the Domestic Customer is Identified in the First Subsequent Scheme Year, that Domestic Customer is a Relevant 28AA Customer from the beginning of the period of the First Subsequent Scheme Year that remains following the date for compliance with paragraph 28AA.1 of standard condition 28AA, and remains a Relevant 28AA Customer until the time that condition 28AA ceases to have effect as specified at paragraph 28AA.17 of standard condition 28AA.

**Domestic Customer Identified in the Second Subsequent Scheme Year**

S1.5 Where the Domestic Customer is Identified in the Second Subsequent Scheme Year, that Domestic Customer is a Relevant 28AA Customer from the beginning of the period of the Second Subsequent Scheme Year that remains following the date for compliance with paragraph 28AA.1 of standard condition 28AA, and remains a Relevant 28AA Customer until the time that condition 28AA ceases to have effect as specified at paragraph 28AA.17 of standard condition 28AA.

# Condition 28AD. Regulation of charges for Domestic Customers supplied under certain Domestic Supply Contracts

## Requirement to adhere to a Charge Restriction

28AD.1 In respect of each Relevant 28AD Customer and in accordance with the requirements of this condition, the licensee must ensure that at all times the aggregate amount of all Charges for Supply Activities applicable to each Relevant 28AD Customer does not exceed the Relevant Maximum Charge within each 28AD Charge Restriction Period.

28AD.2 Unless a direction has been issued by the Authority pursuant to paragraph 28AD.32 in order to comply with 28AD.1, the licensee must ensure that for each of its Tariffs the aggregate Charges for Supply Activities applicable to any Relevant 28AD Customer at any consumption level (*x* kWh) in respect of a 28AD Charge Restriction Period do not exceed the Relevant Maximum Charge.

## Compliance in respect of Single-Register Tariffs

28AD.3 For all Single-Register Tariffs, compliance with the Charge Restriction will be assessed against the Relevant Maximum Charge determined on the basis of the Benchmark Metering Arrangement values for Single-Rate Metering Arrangements. The licensee must ensure that each of its Multi-tier Tariffs complies with the Charge Restriction for all possible divisions of consumption between the different months within the 28AD Charge Restriction Period.

## Compliance in respect of Multi-Register Tariffs

28AD.4 For all Multi-Register Tariffs, compliance with the Charge Restriction will be assessed against the Relevant Maximum Charge determined on the basis of the Benchmark Metering Arrangement values for Multi-Register Metering Arrangements.

## Scope of condition 28AD

28AD.5 This condition 28AD does not apply in relation to:

(a) a Domestic Customer in respect of any periods of time during which that Domestic Customer benefits from the requirements of condition 28A; or

(b) a Tariff chosen by a Domestic Customer in respect of which the Authority has issued a direction to the licensee under paragraph 28AD.25

to the effect that this condition 28AD does not apply to that Tariff by reason of section 3(2)(b) of the Act.

**Determination of Relevant Maximum Charge**

28AD.6 For each Benchmark Metering Arrangement (denoted *l*), Payment Method (denoted *p*), 28AD Charge Restriction Period of length *t* months (denoted *j*), and for each of the 14 Charge Restriction Regions (denoted *i*), the Relevant Maximum Charge for a given level of consumption *x* shall be determined by reference to the Benchmark Maximum Charges applicable during a Charge Restriction Period at two Benchmark Annual Consumption Levels denoted below as nil and *m*, as follows:

$$ChargeMax_{i,j,l,p}(x) = \left[ChargeMax_{i,j,l,p}(nil) \times \frac{t}{12}\right] + \left[\frac{ChargeMax_{i,j,l,p}(m) - ChargeMax_{i,j,l,p}(nil)}{m} \times x\right]$$

*ChargeMax(m) and ChargeMax(nil) are defined as described in paragraph 28AD.7.*

**Calculation of the Benchmark Maximum Charges for 28AD Charge Restriction Periods**

28AD.7 For each 28AD Charge Restriction Period, the Authority will calculate the Benchmark Maximum Charge for each:

(a) Benchmark Annual Consumption Level;

(b) Charge Restriction Region;

(c) Benchmark Metering Arrangement; and

(d) Payment Method

in accordance with the following formula:

$$ChargeMax_{i,j,k,l,p} = (WC_{i,j,k,l} + NC_{i,j,k,l} + PC_{i,j,k,l} + AA_{i,j,k,l,p} + CO_{j,k,l,p} + DRC_{i,j,k,l,p} + SMNCC_{j,k,p} + IC_{j,k,l} + E_{i,j,k,l,p} + H_{i,j,k,l,p} + L_{i,j,k,l,p})$$

where (the following units all being in pounds sterling):

| | |
|---|---|
| $ChargeMax_{i,j,k,l,p}$ | means the Benchmark Maximum Charge in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, and Payment Method *p*; |
| $WC_{i,j,k,l}$ | means the Wholesale Cost Allowance in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, calculated in accordance with paragraph 28AD.8; |
| $NC_{i,j,k,l}$ | means the Network Cost Allowance in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, determined in accordance with paragraph 28AD.9; |
| $PC_{i,j,k,l}$ | means the Policy Cost Allowance in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, calculated in accordance with paragraph 28AD.10; |
| $AA_{i,j,k,l,p}$ | means the Adjustment Allowance in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, for Payment Method *p* calculated in accordance with paragraph 28AD.10A; |
| $CO_{j,k,l,p}$ | means the Core Operating Cost Allowance in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, for Payment Method *p* calculated in accordance with paragraph 28AD.11; |
| $DRC_{i,j,k,l,p}$ | means the Debt-Related Cost Allowance in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, for Payment Method *p* calculated in accordance with paragraph 28AD.12; |
| $SMNCC_{j,k,p}$ | means the Smart Metering Net Cost Change Allowance in 28AD Charge Restriction Period *j,* at Benchmark Annual |

Consumption Level *k*, for Payment Method *p*, calculated in accordance with paragraph 28AD.12A;

$IC_{j,k,l}$ means the Industry Charge Allowance in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, calculated in accordance with paragraph 28AD.12B;

$E_{i,j,k,l,p}$ means the Earnings Before Interest and Tax Allowance in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, for Payment Method *p*, calculated in accordance with paragraph 28AD.13;

$H_{i,j,k,l,p}$ means the Headroom Allowance in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, for Payment Method *p* calculated in accordance with paragraph 28AD.14.

$L_{i,j,k,l,p}$ means the Levelisation Allowance in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, for Payment Method *p* calculated in accordance with paragraph 28AD.14A.

**Wholesale cost allowance**

28AD.8 For the purposes of paragraph 28AD.7, the Wholesale Cost Allowance in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l* shall be the sum of the Direct Fuel Cost Component and the Capacity Market Cost Component and, subject to paragraphs 28AD.15 and 28AD.16 below, calculated in accordance with the methodology and data sources set out in Annex 2. The value of the Wholesale Cost Allowance at nil consumption will be zero.

**Network Cost Allowance**

28AD.9 For the purposes of paragraph 28AD.7, the Network Cost Allowance in Charge Restriction Region *i,* in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l* shall be calculated based on the data within the published charging statements of the

Network Companies and, subject to paragraph 28AD.15 and 28AD.16 below, in accordance with the methodology and data sources set out in Annex 3. The day:night split used for calculating network charges shall be 58:42, unless the Authority issues a direction pursuant to paragraph 28AD.38 amending the percentages in paragraph 28A.21, in which case the new peak and off-peak consumption levels specified for all Economy 7 Tariffs shall also be used for calculating network charges.

**Policy Cost Allowance**

28AD.10 For the purposes of paragraph 28AD.7, the Policy Cost Allowance in 28AD Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l,* is the cost of the environmental and social schemes set out in Annex 4 and, subject to paragraphs 28AD.15 and 28AD.16, calculated in accordance with the methodology and data sources set out in Annex 4.

**Adjustment Allowance**

28AD.10A For the purposes of paragraph 28AD.7, the Adjustment Allowance in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l* and for Payment Method *p* is a sum of adjustments to the default tariff cap, subject to paragraph 28AD.16, calculated in accordance with the methodology set out in Annex 8.

**Core Operating cost allowance**

28AD.11 For the purposes of paragraph 28AD.7, the Core Operating Cost Allowance in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l* and for Payment Method *p* shall be calculated as follows:

$$CO_{j,k,l,p} = (CO_{0,k,l,p} \times \frac{CPIH_j}{CPIH_0})$$

where:

$CO_{0,k,l,p}$ means the Baseline Value for the Core Operating Cost Allowance at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, for Payment Method *p*, as published by

the Authority by way of a statement in Writing pursuant to paragraph 28AD.17A;

$CPIH_j$ means the value of the consumer prices index including owner occupiers' housing costs, series ID: L522 (the "CPIH Index"), published by the Office for National Statistics. The value used shall be chosen as follows:

- For the First Charge Restriction Period the value of $CPIH_j$ shall be calculated as:

$$CPIH_j = CPIH_{Jun\ j-1}$$

- For a Mid Charge Restriction Period beginning on 1 April of each year and ending on 30 September of the same calendar year, the value of $CPIH_j$ shall be calculated as:

$$CPIH_j = CPIH_{Dec\ j-1}$$

- For a Mid Charge Restriction Period beginning on 1 October of each year and ending on 31 March of the subsequent calendar year, the value of $CPIH_j$ shall be calculated as:

$$CPIH_j = CPIH_{Jun\ j-1}$$

- For a Subsequent Charge Restriction Period beginning on 1 April of each year and ending on 30 June of the same calendar year and a Subsequent Charge Restriction Period beginning on 1 July of each year and ending on 30 September of the same calendar year, the value of $CPIH_j$ shall be calculated as:

$$CPIH_j = CPIH_{Dec\ j-1}$$

- For a Subsequent Charge Restriction Period beginning on 1 October of each year and ending on 31 December of the same calendar year and a Subsequent Charge Restriction Period beginning on 1 January of each year and ending on 31 March of the same calendar year, the value of $CPIH_j$ shall be calculated as:

$$CPIH_j = CPIH_{Jun\ j-1}$$

$CPIH_0$ is the Initial Value of the CPIH Index for the Core Operating Cost Allowance, as published by the Authority by way of a statement in Writing pursuant to paragraph 28AD.17A.

**Debt-Related Cost Allowance**

28AD.12 For the purposes of paragraph 28AD.7, the Debt-Related Cost Allowance in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l* and for Payment Method *p* shall be calculated as follows:

$$DRC_{i,j,k,l,p} = \left(AC_{0,k,p} \times \frac{CPIH_j}{CPIH_d}\right)$$
$$+ \left[BDC_{p=c} \times \left(WC_{i,j,k,l} + NC_{i,j,k,l} + PC_{i,j,k,l} + AA_{i,j,k,l,p=c} + CO_{j,k,l,p=c} + SMNCC_{j,k,p=c} + IC_{j,k,l}\right)\right]$$
$$+ \left[BDC_{p=ppm,} \times \begin{pmatrix} WC_{i,j,k=m,l} + NC_{i,j,k=m,l} + PC_{i,j,k=m,l} + AA_{i,j,k=m,l,p=ppm} \\ +CO_{j,k=m,l,p=ppm} + SMNCC_{j,k=m,p=ppm} + IC_{j,k=m,l} \end{pmatrix}\right]$$
$$+ \left[\left(WCC_p \times \frac{CoC_j}{CoC_0}\right) \times \left(WC_{i,j,k,l} + NC_{i,j,k,l} + PC_{i,j,k,l} + AA_{i,j,k,l,p} + CO_{j,k,l,p} + SMNCC_{j,k,p} + IC_{j,k,l}\right)\right]$$

where:

$AC_{0,k,p}$ means the Baseline Value for the Debt-Related Administrative Cost at Benchmark Annual Consumption Level *k*, for Payment Method *p*, as published by the Authority by way of a statement in Writing pursuant to paragraph 28AD.17A.

$BDC_{p=c}$ means the Baseline Value for the Debt-Related Bad Debt Cost, for Payment Method *p* where *p equals to c* denoting Payment Methods Standard Credit and Other Payment Method, as published by the Authority by way of a statement in Writing pursuant to paragraph 28AD.17A.

$BDC_{p=ppm,}$ means the Baseline Value for the Debt-Related Bad Debt Cost, for Payment Method *p* where *p equals to ppm* denoting Payment Method Prepayment, as published by the Authority by way of a statement in Writing pursuant to paragraph 28AD.17A.

$WCC_p$ means the Baseline Value for the Debt-Related Working Capital Cost, for Payment Method *p*, as published by the Authority by way of a statement in Writing pursuant to paragraph 28AD.17A.

$CPIH_j$ has the meaning given to in paragraph 28AD.11.

$CPIH_d$ is the Initial Value of the CPIH Index for the Debt-Related Cost Allowance, as published by the Authority by way of a statement in Writing pursuant to paragraph 28AD.17A.

$CoC_j$ means the Cost of Capital in 28AD Charge Restriction Period *j*, as used in the calculation of the Earnings Before Interest and Tax Margin Percentage.

$CoC_0$ means the Initial Value of the Cost of Capital for the 28AD Charge Restriction Period, as published by the Authority by way of a statement in Writing pursuant to paragraph 28AD.17A.

**Smart Metering Net Cost Change Allowance**

28AD.12A For the purposes of paragraph 28AD.7, the Smart Metering Net Cost Change Allowance in 28AD Charge Restriction period *j*, at Benchmark Annual Consumption Level *k*, for Payment Method *p* is the value of the Smart Metering Non-Pass Through Net Cost Change Allowance, which the Authority will publish in the format set out in Annex 5; and, subject to paragraphs 28AD.15 and 28AD.16 below, re-publish in the format set out in Annex 5 where it appears to the Authority that it is necessary to do so, such re-publication not to take effect before the first day of the 28AD Charge Restriction Period immediately following the date on which it is published.

**Industry Charge Allowance**

28AD.12B For the purposes of paragraph 28AD.7, the Industry Charge Allowance in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l* is the sum of pass-through industry charges set out in Annex 5 and, subject to paragraphs 7.28AD.15 and 7.28AD.16, determined and published semi-annually in accordance with paragraph 28AD.19 or otherwise in accordance with paragraph 28AD.21A and with the methodology and data sources set out in Annex 5.

**Earnings Before Interest and Tax Allowance**

28AD.13 For the purposes of paragraph 28AD.7, the Earnings Before Interest and Tax Allowance in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark

Metering Arrangement *l*, for Payment Method *p*, shall be calculated as follows:

$$E_{i,j,k,l,p} = \text{EBIT Fixed Component}_j + ((\text{EBIT Percentage}_j \times (WC_{i,j,k,l} + NC_{i,j,k,l} + PC_{i,j,k,l} + AA_{i,j,k,l,p} + CO_{j,k,l,p} + DRC_{i,j,k,l,p} + SMNCC_{j,k,p} + + IC_{j,k,l})$$

where:

*EBIT Fixed Component* means the Baseline Value for the Earnings Before Interest and Tax Margin Fixed Component, as published by the Authority by way of a statement in Writing pursuant to paragraph 28AD.17.

*EBIT Percentage* means the Baseline Value for the Earnings Before Interest and Tax Margin Percentage, as published by the Authority by way of a statement in Writing pursuant to paragraph 28AD.17.

**Headroom**

28AD.14 For the purposes of paragraph 28AD.7, the Headroom Allowance in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, for Payment Method *p*, shall be calculated as follows:

$$H_{i,j,k,l,p} = HAP \times (WC_{i,j,k,l} + PC_{i,j,k,l} + AA_{i,j,k,l,p} + CO_{j,k,l,p} + DRC_{i,j,k,l,p} + SMNCC_{j,k,p} + IC_{j,k,l} + E_{i,j,k,l,p})$$

where:

$HAP$ means the Baseline Value for the Headroom Allowance Percentage, as published by the Authority by way of a statement in Writing pursuant to paragraph 28AD.17.

**Levelisation Allowance**

28AD.14A For the purposes of 28AD.7, the Levelisation Allowance in Charge Restriction Region *i*, in 28AD Charge Restriction

Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l* and for Payment Method *p* is an adjustment to the amounts paid by customers on different Payment Methods, subject to paragraphs 28AD.14B and 28AD.16, calculated in accordance with the methodology set out in Annex 9.

28AD.14B If the Authority has published a statement in Writing to terminate or suspend the Levelisation Policy, following consultation, the value of the Levelisation Allowance is zero.

**Data sources**

28AD.15 If the external data sources referred to in Annexes 2, 3, 4 or 5 are no longer available, the Authority may replace the data sources set out in Annexes 2, 3, 4 or 5 (as applicable) with any suitable successor data sources. If the Authority cannot identify a suitable successor data source, it may, following consultation, either replace the data with an alternative data source, or amend the form of the model to reflect the change in data availability.

28AD.16 The Authority may from time to time, and following consultation, amend the methodology set out in Annex 2, Annex 3, Annex 4, Annex 5 or Annex 8 or Annex 9 by way of a statement in Writing, where the Authority considers that either:

(a) there has been a significant and unanticipated change of circumstances such that Annex 2, Annex 3, Annex 4, Annex 5, Annex 8 or Annex 9 no longer reflects an efficient level of any of the Wholesale Cost Allowance, Network Cost Allowance, Policy Cost Allowance, Smart Metering Net Cost Change Allowance, Industry Charge Allowance, Adjustment Allowance or Levelisation Allowance; or

(b) there is a typographical or mathematical error in any of Annex 2, Annex 3, Annex 4, Annex 5, Annex 8 or Annex 9 such that an amendment is necessary in order to ensure the proper functioning of the relevant methodology.

**Determination and publication of Benchmark Maximum Charges and other values**

28AD.17 No later than 1 January 2019, the Authority will publish by way of a statement in Writing the Baseline Values and the Initial Value of the CPIH Index, calculated in the format specified in Annex 1.

28AD.17A No later than 1 July 2025, the Authority will publish by way of a statement in Writing the Baseline Values and the Initial Values of the CPIH Index for the Core Operating Cost Allowance and the Debt-Related Cost Allowance, and the Initial Value of the Cost of Capital for the Debt-Related Cost Allowance, calculated in the format specified in Annex 1.

28AD.18 No later than 1 January 2019, the Authority will:

(a) determine the Benchmark Maximum Charges which shall apply for the First Charge Restriction Period *j* by calculating such values in accordance with paragraph 28AD.7; and

(b) publish such Benchmark Maximum Charges so calculated in the format specified in Annex 6.

28AD.19 For each Subsequent Charge Restriction Period, subject to paragraphs 28AD.20, 28AD.21 and 28AD.21A the Authority will, at least 25 working days before the start of a forthcoming 28AD Charge Restriction Period *j*:

(a) determine the updated Benchmark Maximum Charges which shall apply for any forthcoming 28AD Charge Restriction Period *j* by calculating such values in accordance with paragraph 28AD.7;

(b) in so determining the updated Benchmark Maximum Charges which shall have effect from the first day of any forthcoming 28AD Charge Restriction Period *j*, take into account any modification made to SLC 28AD, notwithstanding that any such modification may not have come into effect at the time of publication of the updated Benchmark Maximum Charges in accordance with paragraph 28AD.19(c), provided that any such modification has come into effect by no later than the first date of any forthcoming 28AD Charge Restriction Period *j*; and

(c) publish such Benchmark Maximum Charges so calculated in the format specified in Annex 6.

28AD.20 If the information that is required to calculate one or more of the values referred to at paragraph 28AD.18(a) or paragraph 28AD.19(a)is unavailable at the time of the calculation, the Authority may use an alternative source to set the values to determine the Benchmark Maximum Charges. In that event, the Authority will publish the alternative value(s) it has used to determine the Benchmark Maximum Charges at the same time as publishing the Benchmark Maximum Charges.

28AD.21 If, owing to a technical issue, the Authority is unable to publish the Benchmark Maximum Charges or the values referred to at paragraph 28AD.18(a) or paragraph 28AD.19(a) within the timetable set out in paragraph 28AD.18 or paragraph 28AD.19, it will publish such Benchmark Maximum Charges or values without delay following resolution of the technical issue.

28AD.21A In the event of exceptional circumstances, and the Authority taking steps set out in paragraph 28AD.16(a) in making amendments to the methodology set out in Annex 2, Annex 3, Annex, 4, Annex 5, Annex 8, or Annex 9, the Authority may:

(a) determine revised Benchmark Maximum Charges which shall apply for the remainder of a 28AD Charge Restriction Period j (for which the Authority has already published the Benchmark Maximum Charges pursuant to paragraph 28AD.19(c) or paragraph 28AD.21), replacing the Benchmark Maximum Charges previously published from a date specified by the Authority by way of a statement in Writing, by calculating such values in accordance with paragraph 28AD.7;

(b) in so determining the revised Benchmark Maximum Charges which shall apply for the remainder of a 28AD Charge Restriction Period j from the date specified by the Authority pursuant to paragraph 28AD.21A(a), take into account any modification made to SLC 28AD, notwithstanding that any such modification may not have come into effect at the time of publication of the updated Benchmark Maximum Charges in accordance with paragraph 28AD.21(c), provided that any such modification has come into effect by no later than the date specified by the Authority pursuant to paragraph 28AD.21A(a); and

(c) publish such Benchmark Maximum Charges so calculated in the format specified in Annex 6.

**Duration of the Charge Restriction**

28AD.22 This condition will come into force on 1 January 2019 and will cease to have effect on a date specified by the Secretary of State.

28AD.23 Not Used

**Direction for the purposes of section 3(2)(b) of the Act (Renewable Tariff Exemption)**

28AD.24 The licensee may apply to the Authority to request a direction that a particular Tariff complies with section 3(2)(b) of the Act such that this condition 28AD does not apply pursuant to paragraph 28AD.5.

28AD.25 The Authority may issue a direction following an application made pursuant to paragraph 28AD.24 where the licensee can provide evidence to the reasonable satisfaction of the Authority that all of the following conditions are met:

(a) the Domestic Customer has chosen an Evergreen Supply Contract;

(b) the Tariff relating to that Evergreen Supply Contract supports the generation of electricity from renewable sources to an extent that is materially greater than that which may otherwise be brought about as a result of subsidies, obligations or other mandatory mechanisms; and

(c) the cost to the licensee of supplying electricity by virtue of the particular Tariff relating to that Evergreen Supply Contract is materially greater than the Relevant Maximum Charge for reasons that are directly attributable to the support that Tariff provides to the generation of electricity from renewable sources.

28AD.26 The Authority may refuse to issue a direction pursuant to paragraph 28AD.25 where it is not satisfied that the materially greater cost referred to at paragraph 28AD.25(c) reflects an efficient level of the costs associated with that licensee's supply of electricity by virtue of the particular Tariff.

28AD.27 The licensee must comply at all times with the terms of any direction issued pursuant to paragraph 28AD.25.

28AD.28 The licensee must ensure that any information provided to the Authority pursuant to paragraph 28AD.24, 28AD.25, and/or 28AD.29 is accurate, and

must immediately notify the Authority upon becoming aware that any such information is false and/or misleading.

28AD.29 The licensee must give the Authority any information that it reasonably requests about the licensee's compliance with any direction issued pursuant to paragraph 28AD.25 as soon as reasonably practicable after receiving a request.

28AD.30 The Authority may at any time revoke any direction issued pursuant to paragraph 28AD.25 where:

(a) it appears to the Authority that any information provided by the licensee pursuant to paragraph 28AD.25 is inaccurate; and

(b) the licensee is unable promptly to provide information which the Authority considers is evidence to its reasonable satisfaction that each of the conditions set out at paragraphs 28AD.25(a)-(c) are met.

28AD.31 The Authority may issue a direction pursuant to paragraph 28AD.25 in accordance with guidance issued by the Authority from time to time.

**Direction for alternative compliance assessment**

28AD.32 The licensee may apply to the Authority to request a direction concerning the compliance of a particular Tariff with the Charge Restriction where, due to the structure of the relevant Tariff, the Charges for Supply Activities at certain consumption levels would exceed the Relevant Maximum Charge, but the licensee can provide evidence to the reasonable satisfaction of the Authority that it is unlikely that Relevant 28AD Customers subject to such Tariff will have a consumption level which would cause them to incur Charges for Supply Activities in excess of the Relevant Maximum Charge.

28AD.33 If the Authority has issued a direction to the licensee pursuant to paragraph 28AD.32, the licensee must comply with such direction and must determine, at the end of each 28AD Charge Restriction Period, whether any Relevant 28AD Customer has in fact incurred Charges for Supply Activities in excess of the Relevant Maximum Charge. If the licensee determines that this is the case, the licensee must:

(a) inform the Authority in Writing without delay; and

(b) pay a rebate to, or credit the account of, each such Relevant 28AD Customer equal to the difference between the Charges for Supply Activities actually incurred (or, if the Tariff is a Multi-Register Tariff, the difference between the Charges for Supply Activities calculated on the basis of the Assumed Consumption Split) by Relevant 28AD Customers and the Relevant Maximum Charge within 30 days of the end of the relevant 28AD Charge Restriction Period.

**Assumed Consumption Split where the Tariff varies by time of consumption or purpose (Multi-Register Tariffs)**

28AD.34 For the purpose of assessing compliance of Multi-Register Tariffs with the Charge Restriction pursuant to paragraph 28A.4 in calculating the aggregate amount of all Charges for Supply Activities, consumption in different periods will be weighted using an Assumed Consumption Split determined in accordance with paragraph 28A.21.

28AD.35 For the purpose of the review to be carried out pursuant to paragraph 28AD.33, in calculating the Charges for Supply Activities incurred by Relevant 28AD Customers on any given Tariff, consumption in different peak and off-peak periods will be weighted using an Assumed Consumption Split determined in accordance with paragraph 28A.21.

28AD.36 The Assumed Consumption Splits shall apply across Great Britain, reflect annual consumption patterns, and be determined as follows:

(a) in respect of each Economy 7 Tariff, off-peak and peak consumption levels of 42% and 58%, respectively, shall be the Assumed Consumption Split, subject to any direction from the Authority issued pursuant to paragraph 28AD.38;

(b) in respect of each Multi-Register Tariff (other than an Economy 7 Tariff), the Assumed Consumption Split shall be based on historic consumption data or, in the absence of historic data, on a reasonable estimate of the average consumption split, subject to any direction from the Authority issued pursuant to paragraph 28AD.38.

28AD.37 In respect of each Multi-Register Tariff (other than an Economy 7 Tariff), the licensee must:

(a) notify the Authority in Writing of the Assumed Consumption Split with accompanying relevant data relating to the historic consumption of their customers:

(i). for the First Charge Restriction Period, on the date on which this condition will come into force for the purposes of paragraph 28AD.22; and

(ii). for each 28AD Charge Restriction Period that is not the First Charge Restriction Period:

A. no less than three months before the beginning of each relevant 28AD Charge Restriction Period, or on the date on which this condition will come into force for the purposes of paragraph 28AD.22 (whichever is later); or

B. if a Tariff is capable of being entered into for the first time at a date after the beginning of a 28AD Charge Restriction Period, two months before that date; and

(b) when historic data are not available in relation to a particular Tariff, the licensee must:

(i). notify the Authority as per paragraph 28AD.37(a) its forecast of the average consumption split relevant to that Tariff (which shall be used as the Assumed Consumption Split), as well as evidence supporting this forecast, and

(ii). no later than three months after the last day of each 28AD Charge Restriction Period, notify in Writing to the Authority the actual average consumption usage split for that Tariff in the previous 28AD Charge Restriction Period.

28AD.38 The licensee must comply with any direction which the Authority may issue, having first sought representations from the licensee (to which the Authority will have regard), to use an alternative Assumed Consumption Split in relation to one or more Multi-Register Tariffs. This Assumed Consumption Split shall be notified:

(a) in relation to a Multi-Register Tariff capable of being entered into for the first time at a date after the beginning of a 28AD Charge Restriction Period, no later than one month before the launch of that Tariff; and

(b) in relation to any other Multi-Register Tariff, no later than the date on which the Benchmark Maximum Charges are published pursuant to paragraph 28AD.19.

28AD.39 The licensee must comply with any direction which the Authority may issue, after consultation with the licensee, to pay a rebate to Relevant 28AD Customers if, due to a discrepancy between the forecast and actual average consumption splits referred to in paragraph 28A.22(b), Relevant 28AD Customers either individually or collectively incurred Charges for Supply Activities materially in excess of the Relevant Maximum Charge.

**Definitions for condition**

28AD.40 In this condition:

'**Act**' means the Domestic Gas and Electricity (Tariff Cap) Act 2018 (as amended from time to time);

**'Adjustment Allowance'** means a sum of adjustments to the default tariff cap, in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level k, for Benchmark Metering Arrangement *l*, for Payment Method *p*, and which the Authority is to calculate for the periods and within the timeframes specified in this condition 28AD in accordance with the methodology set out in Annex 8.

**'Assumed Consumption Split'** means the assumed percentage consumption split between each rate relevant to a Multi-Register Metering Arrangement, determined pursuant to paragraph 28A.21;

**'Baseline Value'** means the values as specified by the Authority by publishing a statement in Writing in accordance with paragraph 28AD.17 or 28AD.17A, and in the format set out at Annex 1. These are the values of the Baseline Value for the Core Operating Cost Allowance, the Headroom Allowance Percentage, the Earnings Before Interest and Tax Margin Percentage, the Earnings Before Interest and Tax Margin Fixed Component, and the Debt-Related Cost Allowance.

**'Benchmark Annual Consumption Levels'** means the benchmark annual consumption levels nil kWh and m kWh for each relevant benchmark metering arrangement, where m shall be specified by the Authority by publishing a statement in writing, at least 25 working days before the start of each 28AD Charge Restriction Period j;

**'Benchmark Maximum Charge'** means one of the benchmark maximum charge values (in pounds sterling and exclusive of value-added tax), which are unique to a specific Benchmark Annual Consumption Level, Charge Restriction Region, Benchmark Metering Arrangement and Payment Method, and are updated by the Authority pursuant to paragraphs 28AD.18 to 28AD.19 or otherwise in accordance with paragraph 28AD.21A;

**'Benchmark Metering Arrangement'** means either a Single-Rate Metering Arrangement or a Multi-Register Metering Arrangement, to be used for the purpose of this licence condition pursuant to 28A.3 and 28A.4; for the purposes of applying Annexes 1 to 6 when determining the Benchmark Maximum Charge pursuant to paragraph 28AD.7, means using: (a) the values set out in the rows or columns (as applicable)

headed 'Single-Rate Metering Arrangement' for determining the Benchmark Maximum Charge for Single-Rate Metering Arrangements; and (b) the values set out in the rows or columns (as applicable) headed 'Multi-Register Metering Arrangements' for determining the Benchmark Maximum Charge for Multi-Register Metering Arrangements;

**'Charge Restriction'** means the obligation set out in paragraph 28AD.1;

**'28AD Charge Restriction Period'** means a period, between 1 January 2019 and the end date specified by the Secretary of State, either:

- the First Charge Restriction Period;
- the Mid Charge Restriction Periods;
- a Subsequent Charge Restriction Period beginning on 1 January of each year and ending on 31 March of the same calendar year; or
- a Subsequent Charge Restriction Period beginning on 1 April of each year and ending on 30 June of the same calendar year; or
- a Subsequent Charge Restriction Period beginning on 1 July of each year and ending on 30 September of the same calendar year; or
- a Subsequent Charge Restriction Period beginning on 1 October of each year and ending on 31 December of the same calendar year.

**'Capacity Market Cost Component**' means the component of the Wholesale Cost Allowance that is calculated to reflect suppliers' costs in relation to the capacity market scheme, in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, and which the Authority is to calculate for the periods and within the timeframes specified in this condition 28AD in accordance with the methodology set out at Annex 2;

**'Charge Restriction Region'** means a Distribution Services Area;

**'Charges for Supply Activities'** has the meaning given to that term in standard condition 22A;

**'Core Operating Cost Allowance**' means the amount calculated to reflect an efficient level of the costs associated with suppliers' own internal operating costs in 28AD Charge

Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l,* for Payment Method *p* which the Authority is to calculate for the periods and within the timeframes specified in this condition 28AD in accordance with paragraph 28AD.11. For the avoidance of doubt, these costs do not include Debt-Related Costs and Industry Charges, which are set as separate allowances;

**'Cost of Capital'** means the percentage value of the nominal pre-tax cost of equity in 28AD Charge Restriction Period *j*, as used in the calculation of the Earnings Before Interest and Tax Margin Percentage;

**'CPIH Index**' has the meaning given to it at paragraph 28AD.11;

**'28AD Default Fixed Term Contract'** means any type or part of a Domestic Supply Contract or any other contractual arrangement which may apply or be deemed to apply to a Domestic Customer, including by virtue of any law or enactment ("other contractual arrangement") which:

(a) contains any terms and conditions which apply for a fixed term period; and

(b) comes into effect automatically or at the discretion of the licensee after the expiry or termination of any type or part of a previous Domestic Supply Contract or, where applicable, other contractual arrangement ("previous contract") either:

(i) by virtue of the terms and conditions provided for in that previous contract (and, for the purposes of this definition, it is irrelevant whether or not the Domestic Customer originally agreed to any terms and conditions which purported to permit that automatic effect or discretion of the licensee); or

(ii) otherwise by the operation of the law or any provision of an enactment;

**'Debt-Related Administrative Cost'** means the amount calculated to reflect an efficient level of debt-related administrative costs of a notional supplier at Benchmark Annual Consumption Level *k*, for Payment Method *p*, as published by the Authority by way of a statement in Writing pursuant to paragraph 28AD.17A and in the format set out in Annex 1;

**'Debt-Related Bad Debt Cost'** means the percentage amount calculated to reflect an efficient level of bad debt costs of a notional supplier for Payment Method *p*, as published by the Authority by way of a statement in Writing pursuant to paragraph 28AD.17A and in the format set out in Annex 1;

**'Debt-Related Cost Allowance'** means the amount calculated to reflect an efficient level of the debt-related costs of a notional supplier in Charge Restriction Region *i*, 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, for Payment Method *p* which the Authority is to calculate for the periods and within the timeframes specified in this condition 28AD in accordance with paragraph 28AD.12.

**'Debt-Related Working Capital Cost'** means the percentage amount calculated to reflect an efficient level of debt-related working capital costs of a notional supplier for Payment Method *p*, as published by the Authority by way of a statement in Writing pursuant to paragraph 28AD.17A and in the format set out in Annex 1;

**'Direct Fuel Cost Component**' means the component of the Wholesale Cost Allowance that is calculated to reflect the cost of wholesale electricity purchases in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, and which the Authority is to calculate for the periods and within the timeframes specified in this condition 28AD in accordance with the methodology set out in Annex 2;

**'Earnings Before Interest and Tax Allowance'** means the amount to reflect a return on capital, calculated by the sum of

a) the figure arrived at by applying the Earnings Before Interest and Tax Margin Percentage by the sum of the Wholesale Cost Allowance, the Network Cost Allowance, the Policy Cost Allowance, the Adjustment Allowance, the Core Operating Cost Allowance, the Debt-Related Cost Allowance, the Smart Metering Net Cost Change Allowance and the Industry Charge Allowance in Charge Restriction Region *i*, 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, for Payment Method *p*; and
b) the Earnings Before Interest and Tax Fixed Component,

which the Authority is to calculate for the periods and within the timeframes specified in this condition 28AD in accordance with paragraph 28AD.13;

'**Earnings Before Interest and Tax Fixed Component'** means the amount, expressed as a value as specified by the Authority by publishing a statement in Writing in accordance with paragraph 28AD.17 and in the format set out in Annex 1, in order to calculate part of the Earnings Before Interest and Tax Allowance;

'**Earnings Before Interest and Tax Margin Percentage**' means the value, expressed as a percentage as specified by the Authority by publishing a statement in Writing in

accordance with paragraph 28AD.17 and in the format set out in Annex 1, by which the Wholesale Cost Allowance, the Network Cost Allowance, the Policy Cost Allowance, the Adjustment Allowance, the Core Operating Cost Allowance, the Debt-Related Cost Allowance, the Smart Metering Net Cost Change Allowance and the Industry Charge Allowance are ~~is~~ to be multiplied in order to calculate part of the Earnings Before Interest and Tax Allowance;

**'Economy 7 Tariff'** means a Tariff whereby a Domestic Customer is charged on the basis of two separate Unit Rates, where in each period of 24 hours the peak electricity consumption level is recorded during 17 'day/normal' hours and the off-peak electricity consumption level is recorded during seven 'night/low' hours;

**'First Charge Restriction Period**' means the period beginning on 1 January 2019 and ending on 31 March 2019;

**'Headroom Allowance**' means the amount which is additional to the Wholesale Cost Allowance, the Network Cost Allowance, the Policy Cost Allowance, the Core Operating Cost Allowance, the Debt-Related Cost Allowance, the Smart Metering Net Cost Change Allowance, the Industry Charge Allowance and the Earnings Before Interest and Tax Allowance, in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, for Payment Method *p*, which the Authority is to calculate for the periods and within the timeframes specified in this condition 28AD in accordance with paragraph 28AD.14;

'**Headroom Allowance Percentage**' means the value, expressed as a percentage as specified by the Authority by publishing a statement in Writing in accordance with paragraph 28AD.17 and in the format set out in Annex 1, by which the Wholesale Cost Allowance, the Policy Cost Allowance, the Core Operating Cost Allowance, the Debt-Related Cost Allowance, the Smart Metering Net Cost Change Allowance, the Industry Charge Allowance and the Earnings Before Interest and Tax Allowance is to be multiplied in order to calculate the Headroom Allowance;

'**Industry Charge Allowance**' means:

(a) an amount calculated to reflect the costs (if any) that the licensee is required to pay by way of charging statements for service charges to Smart DCC Ltd in accordance with condition 19 of the Smart Meter Communication Licence;

(b) an amount calculated to reflect the costs (if any) that the licensee is required to pay to meet the capital costs and reasonably incurred costs of Smart Metering

Communications Body Limited (trading as Smart Energy GB), being the body corporate carrying out the role of consumer engagement in relation to Smart Metering Systems, in accordance with (as applicable) standard condition 45.24 or 45A.36;

(c) an amount calculated to reflect the costs (if any) that the licensee is required to pay for service charges to Elexon, in accordance with standard condition 11;

(d) an amount calculated to reflect the costs (if any) that the licensee is required to pay by way of charging statements for service charges to the Retail Energy Code Company (RECCo), in accordance with standard condition 11B; and

(e) an amount calculated to reflect the costs (if any) that the licensee is required to pay for service charges to DCUSA Ltd in accordance with standard condition 11,

in each case adjusted in the manner set out in Annex 5;

'**Initial Value of the CPIH Index**' means the initial value of the consumer prices index including owner occupiers' housing costs, series ID: L522, as specified by the Authority by publishing a statement in Writing in accordance with paragraph 28AD.17 or 28AD.17A, and in the format set out at Annex 1;

**'Levelisation Allowance'** means an amount calculated to adjust the amount paid by customers on different Payment Methods in Charge Restriction Region i, in 28AD Charge Restriction Period j, at Benchmark Annual Consumption Level k, for Benchmark Metering Arrangement l and for Payment Method p. The aforementioned amount would be calculated by the Authority for the periods and within the timeframes specified in this condition 28AD in accordance with the methodology set out at Annex 9;

**'Levelisation Policy'** means an adjustment to the cap on Payment Methods derived by the operation of Relevant Maximum Charge in paragraph 28AD.7;

**'Metering Arrangement'** means, for the purpose of this licence condition, using one or more Electricity Meters for the purpose of a Tariff whereby a Domestic Customer is charged either on the basis of a Multi-Register Metering Arrangement or on the basis of a Single-Register Metering Arrangement;

**'Mid Charge Restriction Periods'** means the six-month periods beginning on 1 April 2019 and ending on 30 September 2022;

**'Multi-tier Metering Arrangement'** means using an Electricity Meter for the purpose of a Tariff whereby a Domestic Customer is charged on the basis of a Unit Rate which varies according to the Domestic Customer's electricity consumption over a defined period of time;

**'Multi-tier Tariff'** means a Tariff whereby a Domestic Customer incurs Charges for Supply Activities on the basis of a Multi-tier Metering Arrangement;

**'Multi-Register Metering Arrangement'** means using one or more Electricity Meters for the purpose of a Tariff whereby a Domestic Customer's electricity consumption at certain times, or for certain purposes (for example, heating), or both, is separately recorded - on one or more registers - and includes any contractual arrangement whereby the Domestic Customer is charged on the basis of Time of Use Rates (regardless of the metering equipment employed);

**'Multi-Register Tariff'** means a Tariff whereby a Domestic Customer incurs Charges for Supply Activities on the basis of a Multi-Register Metering Arrangement;

'**Network Company**' means any person holding a licence granted under section 6(1)(b) or 6(1)(c) of the Electricity Act 1989;

'**Network Cost Allowance**' means the amount calculated to reflect the costs associated with transmission, distribution and balancing charges in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l*, which the Authority is to calculate for the periods and within the timeframes specified in this condition 28AD in accordance with the methodology set out at Annex 3;

'**Other Payment Method**' means any Payment Method that is not Standard Credit or Prepayment;

**'Prepayment'** means a Payment Method whereby a Domestic Customer pays the licensee for Charges for Supply Activities through a Prepayment Meter or a Smart Metering System running in Prepayment Mode;

'**Payment Method**' means:

(a) in relation to any Relevant 28AD Customer that is not a Relevant 28AD Warm Home Discount Customer, the method by which that Relevant 28AD Customer

pays for Charges for Supply Activities, being either Standard Credit, Prepayment or Other Payment Method; or

(b) in relation to a Relevant 28AD Warm Home Discount Customer, Other Payment Method;

'**Policy Cost Allowance**' means the amount calculated to reflect the costs associated with electricity suppliers' environmental and social obligations in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l,* which the Authority is to calculate for the periods and within the timeframes specified in this condition 28AD in accordance with the methodology set out at Annex 4;

**'Relevant 28AD Customer'** means a Domestic Customer supplied by virtue of the Electricity Supply Licence held by the licensee and which is subject to an Evergreen Supply Contact, a Deemed Contract or a 28AD Default Fixed Term Contract;

**'Relevant 28AD Warm Home Discount Customer'**means a Relevant 28AD Customer with a payment method of Standard Credit or Other Payment Method, excluding Prepayment,which falls into at least one of the categories listed at Annex 7 to this condition 28AD;

**'Relevant Maximum Charge'** means for each Relevant 28AD Customer the maximum charge amount (in pounds sterling, excluding value added tax) for any consumption level, calculated in accordance with paragraph 28AD.6;

**'Single-Rate Metering Arrangement'** means using one or more Electricity Meters for the purpose of a Tariff whereby a Domestic Customer is required to pay for the Charges for Supply Activities on the basis of a single Unit Rate;

**'Single-Register Metering Arrangement'** means any Metering Arrangement which is not a Multi-Register Metering Arrangement, and includes a Single-Rate Metering Arrangement (regardless of the metering equipment employed) and a Multi-Tier Metering Arrangement in which the Unit Rate does not vary according to the time of use;

**'Single-Register Tariff'** means a Tariff whereby a Domestic Customer is required to pay for the Charges for Supply Activities on the basis of a Single-Register Metering Arrangement;

**'Smart Metering Net Cost Change Allowance'** means the value of the Smart Metering Non-Pass-Through Net Cost Change Allowance calculated in accordance with the methodology set out at Annex 5, for the periods and within the timeframes specified in this condition 28AD, which is used to update the level of the Core Operating Cost Allowance;

'**Smart Metering Non-Pass Through Net Cost Change Allowance**' means the amounts that the licensee is required to pay in connection with a Smart Metering System as set out in Annex 5. For the avoidance of doubt, these costs are distinct from the Smart Metering Pass-Through costs which are ~~now~~ included in the Industry Charge Allowance;

'**Standard Credit**' means a Payment Method whereby a Domestic Customer pays the licensee for Charges for Supply Activities, where electricity is not supplied through a Prepayment Meter, and such payment is not drawn automatically from a Domestic Customer's bank account by reason of a direct debit authorisation or otherwise;

'**Subsequent Charge Restriction Period**' means any 28AD Charge Restriction Period which is not the First Charge Restriction Period nor a Mid Charge Restriction Period;

**'Tariff'** means a Tariff in respect of any Domestic Supply Contract or Deemed Contract with a Relevant 28AD Customer;

'**Wholesale Cost Allowance**' means the amount calculated to reflect the cost of wholesale electricity in Charge Restriction Region *i*, in 28AD Charge Restriction Period *j*, at Benchmark Annual Consumption Level *k*, for Benchmark Metering Arrangement *l,* the components of which are the Direct Fuel Cost Component and the Capacity Market Component*,* and which the Authority is to calculate for the periods and within the timeframes specified in this condition 28AD in accordance with the methodology set out at Annex 2.

# Annex 1 – Format for publishing Baseline Values and Initial Value of the CPIH Index

## Baseline Values

### *Core Operating Cost Allowance*

| | Single-Rate Metering Arrangement (benchmark consumption per annum, *k*) | Single-Rate Metering Arrangement (benchmark consumption per annum, *k*) | Multi-Register Metering Arrangement (benchmark consumption per annum, *k*) | Multi-Register Metering Arrangement (benchmark consumption per annum, *k*) |
|---|---|---|---|---|
| Payment Method *p* | Nil kWh | *m* kWh | Nil kWh | *m* kWh |
| Standard Credit | | | | |
| Prepayment | | | | |
| Other Payment Method | | | | |

*Debt-Related Cost Allowance*

| | | Single-Rate Metering Arrangement (benchmark consumption per annum, *k*) | Single-Rate Metering Arrangement (benchmark consumption per annum, *k*) | Multi-Register Metering Arrangement (benchmark consumption per annum, *k*) | Multi-Register Metering Arrangement (benchmark consumption per annum, *k*) |
|---|---|---|---|---|---|
| | Payment Method *p* | Nil kWh | *m* kWh | Nil kWh | *m* kWh |

| | | | | | |
|---|---|---|---|---|---|
| *Debt-Related Administrative Cost (AC)* | Standard Credit | | | | |
| | Prepayment | | | | |
| | Other Payment Method | | | | |
| *Debt-Related Bad Debt Cost (BDC)* | Standard Credit | | | | |
| | Prepayment | | | | |
| | Other Payment Method | | | | |
| *Debt-Related Working Capital Cost (WCC)* | Standard Credit | | | | |
| | Prepayment | | | | |
| | Other Payment Method | | | | |

***Headroom Allowance Percentage***

| | |
|---|---|
| HAP | |

***Earnings Before Interest and Tax Margin Allowance***

| | |
|---|---|
| EBIT Fixed Component | |
| EBIT Percentage | |

## Initial Values

*Initial Value of the Cost of Capital*

| | |
|---|---|
| $CoC_0$ | |

*Initial Value of the CPIH Index for the Core Operating Cost Allowance*

| | |
|---|---|
| $CPIH_0$ | |

*Initial Value of the CPIH Index for the Debt-Related Cost Allowance*

| | |
|---|---|
| $CPIH_d$ | |

## Annex 2 – Methodology for determining the Wholesale Cost Allowance

.xlsx file available at https://www.ofgem.gov.uk/energy-policy-and-regulation/policy-and-regulatory-programmes/energy-price-cap-default-tariff-policy/energy-price-cap-default-tariff-levels

## Annex 3 – Methodology for determining the Network Cost Allowance

.xlsx file available at https://www.ofgem.gov.uk/energy-policy-and-regulation/policy-and-regulatory-programmes/energy-price-cap-default-tariff-policy/energy-price-cap-default-tariff-levels

## Annex 4 – Methodology for determining the Policy Cost Allowance

.xlsx file available at https://www.ofgem.gov.uk/energy-policy-and-regulation/policy-and-regulatory-programmes/energy-price-cap-default-tariff-policy/energy-price-cap-default-tariff-levels

## Annex 5 – Methodology for determining the Smart Metering Net Cost Change and Industry Charge Allowance

.xlsx file available at https://www.ofgem.gov.uk/energy-policy-and-regulation/policy-and-regulatory-programmes/energy-price-cap-default-tariff-policy/energy-price-cap-default-tariff-levels

## Annex 6 – Format for the publication of Benchmark Maximum Charges

### Standard Credit

| Region, *i* | Single-Rate Metering Arrangement (benchmark consumption per annum, *k*) | Single-Rate Metering Arrangement (benchmark consumption per annum, *k*) | Multi-Register Metering Arrangement (benchmark consumption per annum, *k*) | Multi-Register Metering Arrangement (benchmark consumption per annum, *k*) |
|---|---|---|---|---|
| | Nil kWh | *m* kWh | Nil kWh | *m* kWh |
| North West | | | | |
| Northern | | | | |
| Yorkshire | | | | |
| Northern Scotland | | | | |
| Southern | | | | |
| Southern Scotland | | | | |
| N Wales and Mersey | | | | |
| London | | | | |
| South East | | | | |
| Eastern | | | | |
| East Midlands | | | | |
| Midlands | | | | |
| Southern Western | | | | |
| South Wales | | | | |

**Other Payment Method**

| Region, *i* | Single-Rate Metering Arrangement (benchmark consumption per annum, *k*) | Single-Rate Metering Arrangement (benchmark consumption per annum, *k*) | Multi-Register Metering Arrangement (benchmark consumption per annum, *k*) | Multi-Register Metering Arrangement (benchmark consumption per annum, *k*) |
|---|---|---|---|---|
| | Nil kWh | *m* kWh | Nil kWh | *m* kWh |
| North West | | | | |
| Northern | | | | |
| Yorkshire | | | | |
| Northern Scotland | | | | |
| Southern | | | | |
| Southern Scotland | | | | |
| N Wales and Mersey | | | | |
| London | | | | |
| South East | | | | |
| Eastern | | | | |
| East Midlands | | | | |
| Midlands | | | | |
| Southern Western | | | | |
| South Wales | | | | |

**Prepayment**

| Region, *i* | Single-Rate Metering Arrangement (benchmark consumption per annum, *k*) | Single-Rate Metering Arrangement (benchmark consumption per annum, *k*) | Multi-Register Metering Arrangement (benchmark consumption per annum, *k*) | Multi-Register Metering Arrangement (benchmark consumption per annum, *k*) |
|---|---|---|---|---|
| | Nil kWh | *m* kWh | Nil kWh | *m* kWh |
| North West | | | | |
| Northern | | | | |
| Yorkshire | | | | |
| Northern Scotland | | | | |
| Southern | | | | |
| Southern Scotland | | | | |
| N Wales and Mersey | | | | |
| London | | | | |
| South East | | | | |
| Eastern | | | | |
| East Midlands | | | | |
| Midlands | | | | |
| Southern Western | | | | |
| South Wales | | | | |

## Annex 7 - Categories of Relevant 28AD Warm Home Discount Customers

A7.1 The categories referred to in the definition of Relevant 28AD Warm Home Discount Customer are set out at paragraphs A7.2-A7.4 below.

**Relevant 28AD Customer Identified in Scheme Year 6**

A7.2 Where the Relevant 28AD Customer was Identified in Scheme Year 6, that Relevant 28AD Customer is a Relevant 28AD Warm Home Discount Customer.

**Relevant 28AD Customer Identified in Scheme Year 7**

A7.3 Where the Relevant 28AD Customer was Identified in Scheme Year 7, that Relevant 28AD Customer is a Relevant 28AD Warm Home Discount Customer.

**Relevant 28AD Customer Identified in Scheme Year 8**

A7.4 Where the Relevant 28AD Customer was Identified in Scheme Year 8, that Relevant 28AD Customer is a Relevant 28AD Warm Home Discount Customer.

**Definitions for Annex 7**

A7.5 In this Annex 7:

"**Identified**" means

(a) In respect of Scheme Year 8, either:

(i) the licensee has received a notice under regulation 6(1) of the Regulations which specifies the Relevant 28AD Customer;

(ii) the licensee has determined that the Relevant 28AD Customer is to receive the prescribed rebate (as defined in the Regulations) pursuant to Chapter 2 of the Regulations; or

(iii) the Relevant 28AD Customer has received the prescribed rebate from the licensee (as defined in the Regulations);

(b) In respect of Scheme Year 6 and Scheme Year 7, where the Relevant 28AD Customer has received the prescribed rebate from the licensee (as defined in the Regulations);

**"Regulations"** means the Warm Home Discount Regulations 2011 (SI 2011/1033) (as amended from time to time);

"**Scheme Year 6**" has the meaning given to that term in paragraph 2 of the Regulations, being the period from 23 July 2016 to 31 May 2017;

"**Scheme Year 7**" has the meaning given to that term in paragraph 2 of the Regulations, being the period from 1 June 2017 to 31 March 2018;

"**Scheme Year 8**" has the meaning given to that term in paragraph 2 of the Regulations, being the period from 15 August 2018 to 31 March 2019.

## Annex 8 – Methodology for Adjustment Allowance

.xlsx file available at https://www.ofgem.gov.uk/energy-policy-and-regulation/policy-and-regulatory-programmes/energy-price-cap-default-tariff-policy/energy-price-cap-default-tariff-levels

## Annex 9 – Methodology for determining the Levelisation Allowance

.xlsx file available at https://www.ofgem.gov.uk/energy-policy-and-regulation/policy-and-regulatory-programmes/energy-price-cap-default-tariff-policy/energy-price-cap-default-tariff-levels

## Condition 28B. Not used

## Condition 28C. Milestone assessments

28C.1 The licensee must notify the Authority, in writing, when there is a reasonable prospect that it will imminently reach, or at the latest when it reaches its first 50,000 Domestic Customers, or such other number of Domestic Customers as directed by the Authority, for the purpose of undergoing the relevant milestone assessment.

28C.2 The licensee must notify the Authority, in writing, when there is a reasonable prospect that it will imminently reach, or at the latest when it reaches its first 200,000 Domestic Customers , or such other number of Domestic Customers as directed by the Authority, for the purpose of undergoing the relevant milestone assessment.

28C.3 The licensee must notify the Authority, in writing, when there is a reasonable prospect that it will imminently reach, or at the latest when it reaches such number of Domestic Customers as may be specified by the Authority in a direction, for the purpose of undergoing the relevant milestone assessment.

28C.4 From the earlier of the time at which the licensee either:

(a) submits a notification to the Authority as required by SLC 28C.1, SLC 28C.2 or a direction issued by the Authority in respect of this SLC 28C; or

(b) has reached the specified number of Domestic Customers specified in SLC 28C.1, SLC 28C.2 or a direction issued by the Authority in respect of this SLC 28C,

unless directed otherwise by the Authority, the licensee must not enter into any new Domestic Supply Contracts, unless that Domestic Supply Contract is a Deemed Contract or a Contract with a Domestic Customer with whom that Supplier already has a Contract,until such time as the Authority has notified the licensee that it has completed the relevant milestone assessment in line with the timescale set out by the Authority in any guidance issued on SLC 28C. To the extent that this SLC 28C.4 applies, the licensee shall not be obliged to comply with SLC 22.2.

28C.5 The licensee must have regard to the findings of any milestone assessment conducted pursuant to this SLC 28C and notified to it.

28C.6 The licensee must have regard to any guidance on SLC 28C (including in respect of definitions which appear in standard condition 1) which, following consultation, the Authority may issue and may from time to time revise.

28C.7 The licensee is not required to comply with SLC 28C.4 to such extent and subject to such conditions as the Authority may from time to time direct.

## Condition 29. (Not used)

# Condition 30. Ringfencing the Renewables Obligation

30.1 By the dates specified in the RO Ringfencing Schedule, a licensee who supplies electricity to Domestic Customers ("the licensee") must:

- hold the Quarterly Cumulative Obligation for the relevant quarter in the Supplier Account on the Register; and/or
- protect the RO Credit Cover Amount

and continue to do so.

**Monitoring and Reporting**

30.2 By the dates specified in the RO Ringfencing Schedule, the licensee must provide the Authority with:

(i). Confirmation of the amount of electricity in MWh it has supplied to Domestic Customers in each Quarter;

(ii). A copy of any RO Credit Cover Mechanism(s) established by the licensee which must be in the form published by the Authority on its website and which the Authority may from time-to-time revise, following consultation; and

(iii). If relevant, the most recent bank statement in relation to RO Credit Cover Trust Account.

30.3 Where the licensee establishes new or supplemental RO Credit Cover Mechanism(s) to replace or supplement the RO Credit Cover Mechanism(s) previously notified to the Authority, the licensee shall:

(a) not terminate or allow to expire any RO Credit Cover Mechanism(s) which is to be replaced until such time as the replacement RO Credit Cover Mechanism(s) is/are in full force and effect and

(b) provide the following information, in a form approved by the Authority at least 28 days prior to such new or supplemental arrangements being put in place:

(i). a copy of the RO Credit Cover Mechanism(s) established by the licensee which must be in the form provided for on the Authority's website (and which the Authority may from time to time amend, following consultation);

(ii). the portion of the RO Credit Cover Amount Protected by the new or supplemental RO Credit Cover Mechanism(s); and

(iii). confirmation that the remaining portion of the Quarterly Cumulative Obligation is held in ROCs and the remaining RO Credit Cover Amount is Protected by RO Credit Cover Mechanisms previously notified to the Authority; and any arrangements between the providers of the RO Credit Cover Mechanism(s) as to the allocation of payment responsibility if the Authority takes action to enforce any such RO Credit Cover Mechanism(s).

30.3A The licensee shall not transfer or complete a sale of some or all of the ROCs held on the Register that form part of the Quarterly Cumulative Obligation, until such time as it has confirmed to the Authority with evidence pursuant to paragraph 30.3 that it has Protected the increased RO Credit Cover Amount that will result from the transfer of the ROCs.

30.4 The licensee must have regard to any guidance issued and from time-to-time revised, following consultation, in respect of standard condition 30.

30.5 For the purposes of this condition:

| **Phrase** | **Definition** |
|---|---|
| **Acceptable Bank** | A bank or other regulated financial institution situated in the United Kingdom that has an Acceptable Credit Rating. |
| **Acceptable Credit Rating** | An Acceptable Credit Rating is an assessment by<br>i. Fitch Ratings as having a long-term debt rating of "A-" or better,<br>ii. Moody's as having a long-term debt rating of "A3" or better, or;<br>iii. Standard and Poor's as having a long-term debt rating of "A-" or better. |
| **Buy-out Price** | As defined in the RO Order and the RO(S) Order respectively. |
| **First Demand Guarantee** | An irrevocable, independent, primary, and autonomous (in all circumstances) guarantee in the form published on the Authority website provided by a person established within the United Kingdom or in an EU member state, or European Economic Area member state, that is bound by the 2005 Hague Convention on Choice of Court Agreements and incorporated it into its law, with a credit rating of at least BBB - by Standard and Poor's, BBB- by Fitch or Baa3 by Moody's on issuance and maintained throughout until the licensee has discharged its RO in full in accordance with the RO Order and RO(S) Order, and that meets the following requirements:<br>1. it does not contain any surety defence waivers or other drafting that is more characteristic of a suretyship guarantee than a primary and autonomous first demand instrument;<br>2. it is issued in favour of the Authority as beneficiary, or in favour of any other beneficiary that the Authority shall nominate; |

| | |
|---|---|
| | 3. it is available for drawing on demand until the licensee has discharged its RO in full in accordance with the RO Order and RO(S) Order or unless supplemented or replaced in accordance with standard condition 30.3;<br>4. it provides for a compliant demand to state that, by reason of the insolvency of the licensee or revocation of the it licence or a failure by the licensee to pay the RO Discharge Payment in accordance with the RO Order and / or RO(S) Order the Authority is entitled to demand, and does demand, payment of an amount equal to, or less than, the RO Credit Cover Amount prevailing on the date of the demand and provides a form of compliant demand in an annex to the guarantee;<br>5. it provides for all demands to be full, final and conclusive proof for all purposes of the guarantee of their contents, including (without limitation) that the entity issuing such a guarantee may not dispute any demand on these matters;<br>6. it permits partial and multiple demands that, in aggregate, do not exceed the then-current RO Credit Cover Amount;<br>7. it provides for the RO Credit Cover Amount to be available for drawing throughout until the licensee has discharged its RO in accordance with the RO Order and RO(S) Order and that amount can be amended by supplementing or replacing the First Demand Guarantee on no more than a quarterly basis in accordance with standard condition 30.3;<br>8. it provides for all payments under the guarantee to be made in full, on demand and without any deduction for or on account of any type of set-off or counterclaim; and<br>9. the guarantee is in the form set out in the Guidance. |
| **Obligation Period** | As defined in the RO Order and the RO(S) Order respectively. |
| **Protect** | To put in place and maintain in effect an RO Credit Cover Mechanism in respect of the RO Credit Cover Amount that protects that sum of money (such that that sum of money is available to meet the licensee's RO) in the event of the insolvency or licence revocation or its failure to pay the RO Discharge Payment in accordance with the RO Order and / or RO(S) Order. "Protecting", "Protected" and "Protection" shall be construed accordingly. |
| **Quarter** | The four periods of three months of Obligation Period so that the first Quarter is the first three months of the Obligation Period, the second Quarter is the next period of three months and so on. |
| **Quarterly Cumulative Obligation** | The RO Quarterly Amount for that Quarter, plus any RO Quarterly Amount for any preceding Quarter or Quarters in that Obligation Period and, (except in respect of the Obligation Period immediately following the RO Effective |

| | |
|---|---|
| | Date) for the Quarters in the immediately preceding Obligation Period where the licensee has not yet discharged its RO in respect of that preceding Obligation in full in accordance with the RO Order and / or the RO(S) Order. |
| **Register** | As defined in article 59(1) RO(S) Order and article 93(1) of the RO Order 2015. |
| **Renewables Obligation (RO)** | As defined in the RO Order and the RO(S) Order. |
| **RO Discharge Payment** | The sum that a licensee would be required to pay where it chooses to discharge its Renewables Obligation (in whole or in part) pursuant to Article 67 of the RO Order and Article 43 of the RO(S) Order including any interest payable pursuant to Article 68 of the RO Order and Article 48 of the RO(S) Order. |
| **RO Credit Cover Amount** | Any part of the Quarterly Cumulative Obligation for which the licensee does not hold ROCs multiplied by the Buy-out Price. |
| **RO Credit Cover Mechanism** | One or more of the following:<br>1. Standby Letter of Credit;<br>2. First Demand Guarantee;<br>3. Cash deposited in an RO Credit Cover Trust Account. |
| **RO Credit Cover Trust Account** | A dedicated and segregated bank account in the name of the licensee: (i) with a bank branch in England or Wales; (ii) over which the licensee has declared a trust in favour of the Authority and complying with the RO Credit Cover Trust Account Requirements. |
| **RO Credit Cover Trust Account Requirements** | A trust in the form published on the Authority's website declared by a licensee in favour of the Authority over a dedicated and segregated bank account of the licensee that meets the following requirements:<br>a. the trust account provides for the licensee to hold the entire benefit of the RO Credit Cover Trust Account, and all funds from time to time standing to the credit of the RO Credit Cover Trust Account, on trust for the RO Credit Cover Trust Beneficiaries as the only beneficiaries;<br>b. the trust allows funds standing to the credit of the RO Credit Cover Trust Account in excess of the then applicable RO Credit Cover Amount to be released from the RO Credit Cover Trust Account to a general operations account of the licensee;<br>c. the RO Credit Cover Trust Account shall be payable to the Authority or any nominee of the Authority on demand upon the insolvency of the licensee, revocation of their licence, or failure by the licensee to pay the RO Discharge Payment in accordance with the RO Order and / or RO(S) Order; |

| | |
|---|---|
| | d. the trust prohibits: (i) any security being created over the RO Credit Cover Trust Account by the licensee; (ii) the RO Credit Cover Trust Account being overdrawn; (iii) withdrawals of the RO Credit Cover Amount from the RO Credit Cover Trust Account (other than (A) in excess of the then applicable RO Credit Cover Amount or (B) in accordance with directions by the Authority);<br>e. notice of such trust has been given to the relevant account bank. |
| **ROC(s)** | Renewables Obligation Certificates as defined in the RO Order, Scottish ROCs as defined in the RO(S) Order and Northern Irish ROCs as defined in the Northern Ireland Renewables Obligation Order 2009. |
| **RO Effective Date** | Is the date on which standard condition 30 comes into effect. |
| **RO Order** | The Renewables Obligation Order 2015 (including any amendments to that Order). |
| **RO(S) Order** | The Renewables Obligation (Scotland) Order 2009 (including any amendments to that Order). |
| **RO Ringfencing Schedule** | A notice published by the Authority in advance of each scheme year. |
| **RO Quarterly Amount** | The number of ROCs that a supplier must hold in respect of relevant electricity supplied to Domestic Customers in a Quarter, and is calculated as follows:<br><br>**QA = RDES x LO**<br><br>Where:<br><br>**RDES** means relevant electricity supplied to Domestic Customers in a Quarter, where relevant electricity supplied has the meaning given to it by the RO Order and the RO(S) Order respectively;<br><br>**LO** means level of obligation which is the number of ROCs that suppliers must redeem for each MWh of RES supplied as published in advance of the RO Obligation Period on the Ofgem website.<br><br>The Authority will notify licensees of the RO Quarterly Amount in accordance with the RO Ringfencing Schedule. |

| | |
|---|---|
| **Standby Letter of Credit** or **SBLC** | An irrevocable, independent, primary and autonomous letter of credit in the form published on the Authority's website (or confirmed) by an Acceptable Bank in favour of the Authority or any other beneficiary that the Authority may nominate, that meets the following requirements:<br><br>1. a demand must either state that, by reason of (i) certain insolvency events occurring with respect to the licensee or any of its assets; or (ii) revocation of its licence or insolvency of the licensee or revocation of its licence, or (iii) a failure by the licensee to pay the RO Discharge Payment in accordance with Article 67 of the RO Order and / or Article 43 of the RO(S) Order, the beneficiary is entitled to demand, and does demand, payment of an amount equal to, or less than, the RO Credit Cover Amount prevailing on the date of the demand;<br>2. a form of a compliant demand shall be annexed to the SBLC;<br>3. partial and multiple demands permitted in aggregate total amount up to the maximum amount of the SBLC;<br>4. all payments under the SBLC shall be made in full, on demand and without any deduction for or on account of any type of set-off or counterclaim;<br>5. the SBLC is in the form published on the Authority's website; and<br>6. the SBLC is expressed to be governed by UCP 600 (excluding article 32) or ISP 98 governed by English law, with an exclusive jurisdiction clause in favour of the English courts. |
| **Supplier Account** | The account on the Register which the licensee uses to discharge the RO. |
| **UCP 600** | The International Chamber of Commerce's Uniform Customs and Practice for Documentary Credits (2007 Revision). |

# Standard conditions 31 and 32:

# Domestic Customer information

# Conditions 31 to 31D – Not Used

# Condition 31E. Overarching requirements

31E.1-31E.9 (Not used)

## Provision of information regarding inclusion or exclusion of value added tax

31E.10 Where the licensee provides a Domestic Customer with any information about the Charges for the Supply of Electricity or any other type of charge or fee (the "Applicable Charges"), the licensee must inform the Domestic Customer of whether the Applicable Charges include or exclude value added tax.

31E.11 – 31E.15 (Not used)

## Guidance

31E.16 The licensee must have regard to any guidance on standard condition 31E (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

## Exception to compliance with condition

31E.17 The licensee is not required to comply with standard condition 31E to such extent and subject to such conditions as the Authority may from time to time direct.

# Condition 31F. Encouraging and enabling engagement

## Consumer engagement objective

31F.1 In complying with paragraphs 31F.3 to 31F.5, the licensee must act in a manner which is designed to promote positive engagement by encouraging each Domestic Customer (as appropriate to the circumstance) to:

(a) consider switching Tariff or Electricity Supplier; and/or

(b) understand and manage the costs associated with that Domestic Customer's Tariff and the electricity that Domestic Customer consumes.

31F.2 In complying with paragraphs 31F.3 and 31F.4 the licensee must take into account:

(a) that Domestic Customer's characteristics and current Tariff's features; and

(b) where appropriate, that Domestic Customer's preferences.

## Continuing to make informed tariff and consumption choices

31F.3 The licensee must ensure that each Domestic Customer is provided with information, services and/or tools in a Form and at a frequency sufficient to enable that Domestic Customer to:

(a) understand the key features of their Tariff, including any charges, fees or payments; and

(b) make informed choices in when, and how much, electricity that Domestic Customer consumes, including prompting that Domestic Customer to consider ways to be more efficient and/or flexible in how and when that Domestic Customer consumes electricity.

## Comparing and switching tariff and supplier

31F.4 The licensee must ensure that each Domestic Customer is provided with information in a Form and at a frequency that is sufficient to enable that Domestic Customer to understand that they can switch Tariff and Electricity Supplier, and may benefit from doing so, including financially.

## Providing prompts to engage

31F.5 The licensee must ensure that:

(a) it seeks to identify each Domestic Customer's Key Prompt Points; and

(i) on each of those occasions where a Key Prompt Point is identified, the licensee considers whether it would be appropriate, in line with the objective set out in paragraph 31F.1(a), to provide that Domestic Customer with the Switching Information, regardless of whether the Switching Information has already been provided in accordance with paragraph 31F.5(c); and

(b) it provides the Switching Information on all the following Notices:
(i) any Domestic Statement of Renewal Terms;
(ii) any Relevant Contract Change Notice;
(iii) any Notice required under paragraph 22D.9; and
(iv) any Notice required by paragraph 23.2; and

(c) on at least one occasion in any 12 month period it provides each Domestic Customer with the Switching Information, where the Switching Information has not been provided in accordance with paragraphs 31F.5(a) or 31F.5(b) in that 12 month period.

**Cheapest Tariff Message**

31F.6 The licensee must display an alternative Cheapest Tariff Message, containing a message to the effect that the Domestic Customer is already subject to the Relevant Cheapest Tariff and/or Alternative Cheapest Tariff, in circumstances where:

(a) the licensee only has one Tariff (or, where there are any Affiliate Electricity Licensees, the licensee and any Affiliate Electricity Licensees only have one Tariff); and/or

(b) the Domestic Customer is already subject to the licensee's (or, where there are any Affiliate Electricity Licensees, the licensee's and any Affiliate Electricity Licensee's) Relevant Cheapest Tariff and/or Alternative Cheapest Tariff (as applicable).

**Estimated Annual Costs**

31F.7 Where Estimated Annual Costs are provided to a Domestic Customer by the licensee or any Representative (either by virtue of a standard condition or on a voluntary basis), the licensee must provide (and take all reasonable steps to ensure that any Representative provides) a brief statement (in Writing where the Estimated Annual Cost are provided in Writing or orally where the Estimated Annual Cost are provided orally) explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax, what it is and what it can be used for, and outlining any assumptions that have been made in its calculation.

31F.8 Where the licensee provides a Domestic Customer with any information about their Estimated Annual Costs in respect of an Evergreen Supply Contract, the licensee must provide the Domestic Customer with a statement to the effect

that the nature of the contract means that the Charges for the Supply of Electricity may be increased by the licensee in the future.

31F.9 Where the Estimated Annual Cost is communicated at Key Prompt Points, it must be displayed separately in respect of electricity and gas.

**"About Your Tariff" Label**

31F.10 The licensee must prepare an "About Your Tariff" Label which must be provided to each Domestic Customer in accordance with paragraph 31F.5 and standard condition 31H.4 which:

(a) contains any information that Domestic Customer may require should that Domestic Customer wish to compare Tariffs across the retail market; and

(b) must be provided in a consolidated way and be easily distinguishable from the rest of the communication.

**Tariff Information Label**

31F.11 The licensee must prepare a Tariff Information Label for each of their Operational Tariffs which consists of a clear and comprehensible list of key features of that Tariff, in a table or other user friendly and consolidated format, to allow easy comparison with the key features of all the licensee's other Operational Tariffs.

(a) If any Relevant Person requests a copy of any Tariff Information Label, the licensee must provide a Written copy to that person free of charge within 5 days after the day the request was received or as soon as reasonably practicable thereafter.

(b) If the licensee or any Affiliate Licensees have a Website, the licensee must publish each Tariff Information Label on that Website in a position that is capable of easily being accessed by any person and which does not require a person to input any information apart from their address or postcode.

**Provision of Tariff Information Label and Estimated Annual Costs at the same time as Principal Terms**

31F.12 Where the licensee or any Representative is required by any standard condition to provide information about all the Principal Terms, the licensee must take (and ensure that any Representative takes) all reasonable steps to communicate the following information to the Domestic Customer:

(a) the Tariff Information Label or, in the case of oral communications, the information contained in the Tariff Information Label (in respect of any Domestic Supply Contract offered to the Domestic Customer); and

(b) the Domestic Customer's Estimated Annual Costs (in respect of any Domestic Supply Contract offered to the Domestic Customer).

**Information about efficient use of electricity**

31F.13 The licensee must maintain:

(a) information about the efficient use of electricity to enable a Domestic Customer to make an informed judgment about measures to improve the efficiency with which they use the electricity supplied to their Domestic Premises; and

(b) information about sources from which a Domestic Customer may obtain additional information or assistance about measures to improve the efficiency with which they use the electricity supplied to their Domestic Premises, including information:

(i) that is publicly available about financial assistance towards the cost of the measures available from government; or

(ii) that is available through bodies in receipt of financial assistance from government in connection with measures to promote the efficient use of energy.

31F.14 The licensee must provide the information referred to in paragraph 31F.13 to a Domestic Customer:

(a) free of charge if they request that information;

(b) by operating a telephone information service that provides that information free of charge; and

(c) by publishing that information on and making it readily accessible from its Website (if it has one).

**Bespoke Heating System Arrangements**

31F.15 The licensee must take all reasonable steps to ensure that Domestic Customers which are subject to a Bespoke Heating System Arrangement are not at a significant disadvantage to other Domestic Customers when they:

(a) seek to evaluate the benefits and costs of the Tariff that applies to their Bespoke Heating System Arrangement; and

(b) consider changing their Tariff or supplier.

**Definitions**

31F.16 For the purposes of this condition:

**"Bespoke Heating System Arrangement"** is a contractual arrangement (or, where applicable, part of a contractual arrangement) in respect of a Domestic Supply Contract or a Deemed Contract which only relates to an Electrical Heating System.

**"Cheapest Tariff Message"** means a statement informing the Domestic Customer of:

(a) the Exact Tariff Name of the Tariff which is the Relevant Cheapest Tariff;
(b) the Estimated Annual Savings for the Relevant Cheapest Tariff;
(c) the Exact Tariff Name of the Tariff which is the Alternative Cheapest Tariff; and
(d) the Estimated Annual Savings for the Alternative Cheapest Tariff.

"**Electrical Heating System**" means any space and/or water heating equipment that solely uses one or more electrical circuits that are solely used for that equipment.

**"Key Prompt Points"** means points in time at which a Domestic Customer is likely to want to consider, or could benefit from considering, their options relating to switching Tariff.

"**Operational"** means any Tariff which is available to Domestic Customers or which still applies to any Domestic Customers (including, but not limited to, Live Evergreen Tariffs, Closed Fixed Term Tariffs, and Dead Tariffs).

**"Switching Information"** means all of the following information provided at one time:

(a) that Domestic Customer's Cheapest Tariff Message;
(b) that Domestic Customer's Estimated Annual Costs; and
(c) that Domestic Customer's "About Your Tariff" Label.

**Guidance**

31F.17 The licensee must have regard to any guidance on SLC 31F (including in respect of definitions which appear in standard condition 1) which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

**Exception to compliance with condition**

31F.18 The licensee is not required to comply with standard condition 31F to such extent and subject to such conditions as the Authority may from time to time direct.

## Condition 31G. Assistance and advice information

31G.1 The licensee must ensure that each Domestic Customer is provided with information in a Form and at a frequency that is sufficient to enable that Domestic Customer to quickly and easily understand how to:

(a) identify and contact each Relevant Party about a problem, question or any other request for assistance. This includes queries, complaints, disputes or emergencies; and

(b) seek impartial advice from Citizens Advice consumer service.

31G.2 The licensee must ensure that each Domestic Customer is provided, as appropriate in the circumstances, with information in a Form and at a frequency that is sufficient to enable that Domestic Customer to quickly and easily understand:

(a) what their rights are as regards to the means of dispute settlement available in the event of a dispute, including how to identify and contact the Relevant Ombudsman for the circumstances; and

(b) how to access appropriate assistance and advice. This includes information about:

(i) debt prevention and management;
(ii) improving energy efficiency, including management of electricity consumption and associated costs; and
(iii) social, financial and energy efficiency programmes.

31G.3 In complying with paragraphs 31G.1 and 31G.2 the licensee must take into account:

(a) that Domestic Customer's characteristics and current Tariff's features; and

(b) where appropriate, that Domestic Customer's preferences.

31G.3A The licensee must provide, or procure the provision of, an enquiry service that enables Domestic Customers to contact the licensee. As a minimum the enquiry service must:

(a) Offer a range of contact methods that meet the needs of the licensee's Domestic Customers, including those of its Domestic Customers in Vulnerable Situations;

(b) Be available to receive enquiries and offer assistance, guidance, or advice at times that meet the needs of Domestic Customers, including those of Domestic Customers in Vulnerable Situations; and

(c) Be available 24 hours every day to receive enquiries from, and offer assistance, guidance, or advice to, Domestic Customers who are experiencing an interruption in supply of electricity caused by a meter fault.

31G.3B When providing the enquiry service, the licensee must implement appropriate processes to prioritise enquiries from:

(a) Domestic Customers in Vulnerable Situations who, due to their circumstances or characteristics, may require immediate assistance, guidance or advice;

(b) Any representative acting on behalf and in the interest of a Domestic Customer in a Vulnerable Situation who, due to their circumstances or characteristics, may require immediate assistance, guidance or advice.

31G.3C When providing the enquiry service the licensee must implement appropriate processes to provide the enquiry service free of charge to Domestic Customers who are having or will have difficulty paying all or part of the Charges.

31G.3D The licensee must publish, as soon as possible after it becomes available, at a prominent location, in a format that is readily accessible and that meets the needs of Domestic Customers, including those of Domestic Customers in Vulnerable Situations, the licensee's latest overall customer service performance rating and its scores for each customer service category as measured by the Citizens Advice star rating.

31G.3E The licensee must have regard to any guidance on standard condition 31G.3A to 31G.3D which, following consultation, the Authority may issue and may from time-to- time revise (following further consultation).

**Energy Consumer Guidance**

31G.4 The licensee must publish the latest version of the Energy Consumer Guidance and the Concise Guidance on its website within 28 days of the date on which that version is published by Citizens Advice or Citizens Advice Scotland.

31G.5 The licensee must inform each of its Domestic Customers how the Energy Consumer Guidance and the Concise Guidance can be accessed by:

(a) providing each new Domestic Customer whose premises it supplies with electricity under a Contract or a Deemed Contract with this information when the licensee first begins to supply electricity to the Domestic Customer’s premises or, in the case of a Deemed Contract, becomes aware that it is doing so; and

(b) providing this information to a Domestic Customer as soon as reasonably practicable after they request it.

31G.6 The licensee must provide a copy of the Concise Guidance to each of its Domestic Customers annually.

**Dispute settlement**

31G.7 The licensee must provide to each of its Domestic Customers information concerning that Domestic Customer's rights as regards the means of dispute settlement available to them in the event of a dispute with the licensee by providing that information on any relevant Promotional Materials sent to the Domestic Customer and on or with each Bill or statement of account sent to each Domestic Customer in relation to Charges or annually if the licensee has not sent such a Bill or statement of account to them.

**Other information to be sent at least annually**

31G.8 The licensee must inform each of its Domestic Customers of their Supply Number annually if the licensee has not sent a Bill or statement of account to them.

31G.9 The licensee must inform each of its Domestic Customers:

(a) that Citizens Advice consumer service can assist in providing information and advice to Domestic Customers; and

(b) how to contact Citizens Advice and Citizens Advice Scotland;

by providing that information annually if the licensee has not sent a Bill or statement of account to them.

**Definitions**

31G.10 For the purposes of this condition:

"**Concise Guidance**" means the concise guidance published by Citizens Advice or Citizens Advice Scotland under section 19A of the Consumers, Estate Agents and Redress Act 2007.

"**Energy Consumer Guidance**" means the energy consumer guidance published by Citizens Advice or Citizens Advice Scotland under section 19A of the Consumers, Estate Agents and Redress Act 2007.

**"Relevant Party"** means the licensee, their Representatives and the Licensed Distributor (via the Licensed Distributor's Enquiry Service).

**"Vulnerable Situation"** has the same meaning as in SLC 0.

**Guidance**

31G.11 The licensee must have regard to any guidance on SLC 31G (including in respect of definitions which appear in standard condition 1) which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

**Exception to compliance with condition**

31G.12 The licensee is not required to comply with standard condition 31G to such extent and subject to such conditions as the Authority may from time to time direct.

# Condition 31H. Relevant Billing Information, Bills and statements of account

## Provision of Relevant Billing Information, Bills and statements of account

31H.1 The licensee must ensure that each Domestic Customer is provided with Relevant Billing Information, and where relevant Bills or statements of account, in a Form and at a frequency that is sufficient to enable that Domestic Customer to understand and manage the costs associated with their Tariff and the electricity they consume.

31H.2 In complying with paragraph 31H.1 the licensee must take into account:

(a) that Domestic Customer's characteristics and current Tariff's features; and

(b) where appropriate, that Domestic Customer's preferences.

31H.3 Bills and statements of account must either:

(a) be provided in a Form that allows the Domestic Customer to easily retain a copy; or

(b) be made easily available to the Domestic Customer for reference.

## Information to be provided on Bills and statements of account

31H.4 The licensee must provide the following information in Writing on every Domestic Customer's Bill or statement of account:

(a) that Domestic Customer's Supply Number;

(b) subject to paragraph 31H.6, a comparison of the Domestic Customer's electricity consumption for the period covered by the Bill or statement of account, with the Domestic Customer's electricity consumption for the corresponding period in the previous year (for the purposes of this condition, the "corresponding period");

(c) a clearly visible, Optical Label containing each of the Relevant Data Items for Electricity in such a manner that, when scanned with a Relevant Device (in conjunction with a separate software program or otherwise), the Relevant Data Items for Electricity are loaded on to the Relevant Device in accordance with the Specified Sequence without any requirement for the Domestic Customer to input further information into the Device; where the Domestic Customer is supplied with electricity and gas under a Dual Fuel Account, the licensee may use a single Optical Label containing the Relevant Data Items for Gas and the Relevant Data Items for Electricity in accordance with the Specified Sequence; data items other than Relevant Data Items may be

included in the Optical Label provided they do not interfere with the Specified Sequence or with the ability of a Relevant Device to scan, access or load any of the Relevant Data Items in accordance with this provision;

(d) an "About Your Tariff" Label; and

(e) information about dispute settlement in line with requirements in paragraph 31G.7 of standard condition 31G.

31H.5 The licensee must inform each of its Domestic Customers:

(a) that Citizens Advice consumer service can assist in providing information and advice to Domestic Customers; and

(b) how to contact Citizens Advice and Citizens Advice Scotland,

by providing that information on or with each Bill or statement of account sent to each Domestic Customer in relation to Charges.

31H.6 The requirement in sub-paragraph 31H.4 (b) only applies if the licensee has been contracted to supply electricity to the same Domestic Customer at the same Domestic Premises throughout the period:

(a) commencing with the start of the corresponding period; and

(b) ending with the end of the period to which the Bill or statement of account relates.

31H.7 The requirement in sub-paragraph 31H.4 (c) does not apply:

(a) to licensees who supply electricity to fewer than 50,000 Domestic Customers or such other number as may from time to time be directed by the Authority;

(b) in respect of final Bills; or

(c) in respect of Bills or statements of account that include Charges for the Supply of Electricity corresponding to more than one MPAN.

31H.8 The licensee must make it clear on the Bill or statement of account whether any estimates of the Domestic Customer's electricity consumption have been used in producing the information.

**Terms of Domestic Supply Contracts**

31H.9 The licensee must ensure that the terms and conditions of each Domestic Supply Contract and Deemed Contract comply with the provisions of standard condition 31H.

31H.10 The licensee must ensure that each Domestic Supply Contract and Deemed Contract contains terms and conditions which reflect the effect of:

(a) any requirement of standard condition 31H which could reasonably be considered as:

(i) giving a particular Domestic Customer a right to receive or do something in any circumstances;
(ii) giving a particular Domestic Customer a right to avoid being subject to something in any circumstances; and
(iii) providing for a specific form of protection for a particular Domestic Customer in any circumstances; and

(b) any provisions standard condition 31H specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

**Other relevant requirements**

31H.11 The licensee must also comply with any other requirements in the Electricity Supply Licence that may apply to billing practices, including (but not limited to) standard conditions 21B and 21BA.

**Definitions**

31H.12 "**Relevant Billing Information"** means any information a Domestic Customer may need to understand and manage the costs associated with their Tariff and the electricity they consume. This includes (either collectively or at differing frequencies, as appropriate to that Domestic Customer and the circumstance):

(a) any charges, fees or payments to or from that Domestic Customer's account, and what is owed to or by the licensee;

(b) how any charges, fees or payments are calculated, ensuring that where a breakdown of the Domestic Customer's price is presented in bills that breakdown corresponds with the three main components set out in the table contained in Annex 1 to Regulation (EU) 2016/1952 of 26 October on European statistics on natural gas and electricity process and repealing Directive 2008/92/EC;

(c) when and how that Domestic Customer needs to make any payments or will have payments deducted, leaving reasonable time for that Domestic Customer to arrange payment before it falls due; and

(d) if the Domestic Supply Contract or Deemed Contract provides for a further change of the product or price this must be indicated on the bill together with the date on which the change takes place.

## Guidance

31H.13 The licensee must have regard to any guidance on SLC 31H (including in respect of definitions which appear in standard condition 1) which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

## Exception to compliance with condition

31H.14 The licensee is not required to comply with standard condition 31H to such extent and subject to such conditions as the Authority may from time to time direct.

## Condition 31I. Contract changes information (notifications of price increases, disadvantageous unilateral variations and end of fixed term contracts)

31I.1 The licensee must ensure that each Domestic Customer is provided with a Notice prior to the event of:

(a) a Disadvantageous Unilateral Variation;

(b) an increase in the Charge(s) for the Supply of Electricity to a Domestic Premises (including by making any reduction in the amount of a Discount that is applied to a Unit Rate or Standing Charge); and

(c) the end of a Fixed Term Supply Contract.

31I.2 Notices under paragraph 31I.1 must:

(a) be provided in a Form and at an appropriate time that is designed to prompt that Domestic Customer to make an informed choice in light of the proposed Change(s), leaving reasonable time for that Domestic Customer to avoid any Change(s) before they take effect; and

(b) contain information which is sufficient to enable that Domestic Customer to understand:

(i) the Change(s), including the main reason(s) for the Change(s);
(ii) any potential implications (including any financial implications) of the Change(s) for that Domestic Customer if no action is taken;
(iii) when the Change(s) take effect; and
(iv) that Domestic Customer's rights and available options relevant to the Change(s).

31I.3 In complying with paragraphs 31I.1 and 31I.2 the licensee must take into account:

(a) that Domestic Customer's characteristics; and

(b) where appropriate, that Domestic Customer's preferences.

**Notices in the event of Disadvantageous Unilateral Variations or increases in Charge(s) for the Supply of Electricity**

31I.4 The Notice referred to in paragraphs 31I.1(a) and (b) (a "Relevant Contract Change Notice"):

(a) must inform the Domestic Customer that they may end the Domestic Supply Contract if the increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation is unacceptable to

them by changing their Electricity Supplier or entering into a new contract with their Electricity Supplier;

(b) must include a statement to the effect that value added tax (at the applicable rate) is included in any Charges for the Supply of Electricity and any other charges which are subject to value added tax and that this may be different to the way such charges are displayed on a Bill or statement of account; and

(c) must display the Charges for the Supply of Electricity or any other charges inclusive of value added tax at the applicable rate.

31I.5 A Relevant Contract Change Notice:

(a) must be provided to the Domestic Customer separately from any other document (including, but not limited to, a Bill, statement of account, or marketing material), with the exception of a Relevant Contract Change Notice for gas, as defined in standard condition 1 of the Gas Supply Licence; and

(b) may be provided as a Combined Relevant Contract Change Notice where the Domestic Customer is subject to a Dual Fuel Account.

**Domestic Statement of Renewal Terms**

31I.6 The Notice referred to in paragraph 31I.1(c) (a "Domestic Statement of Renewal Terms") must include:

(a) a statement explaining that if the Domestic Customer does not change supplier or does not expressly agree a new Evergreen Supply Contract, a new Fixed Term Supply Contract or a further fixed term period for a Fixed Term Supply Contract by the date the fixed term period of the existing Fixed Term Supply Contract is due to end, the Domestic Customer will become subject to either the Relevant Cheapest Evergreen Tariff or a Relevant Fixed Term Default Tariff, as applicable;

(b) information about how and when the Domestic Customer may terminate their Fixed Term Supply Contract without being charged a Termination Fee and a statement explaining the effect of paragraphs 24.8 to 24.12 of standard condition 24;

(c) changes to the Principal Terms including:

(i) the Domestic Customer's current Principal Terms (or alternatively an explanation of how that Domestic Customer can access their current Principal Terms);
(ii) the Principal Terms that would apply if the Domestic Customer becomes subject to either the Relevant Cheapest Evergreen Tariff or a Relevant Fixed Term Default Tariff, as applicable, by virtue of paragraph 22C.7 of standard condition 22C; and

(iii) where a Notice is also being provided to the Domestic Customer pursuant to paragraph 22C.5(a) of standard condition 22C, the Principal Terms that would apply if the Domestic Customer agrees a further fixed term period for an existing Fixed Term Supply Contract; and

(d) the new Estimated Annual Costs and Tariff Information Label with the new Principal Terms, as required by paragraph 31F.12.

31I.7 A Domestic Statement of Renewal Terms must be provided to the Domestic Customer separately from any other document (including, but not limited to, a Bill, statement of account, or marketing material).

**Definitions**

31I.8 For the purposes of this licence condition:

**"the Change"** means the events set out in paragraph 31I.1 – Disadvantageous Unilateral Variations, increases in Charge(s) for the Supply of Electricity to a Domestic Premises (including by making any reduction in the amount of a Discount that is applied to a Unit Rate or Standing Charge) and the end of a Fixed Term Supply Contract.

**"Combined Relevant Contract Change Notice"** is a Notice that meets the requirements of a Relevant Contract Change Notice for both gas and electricity in a single document.

**Guidance**

31I.9 The licensee must have regard to any guidance on standard condition 31I (including in respect of definitions which appear in standard condition 1) which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

**Exception to compliance with condition**

31I.10 The licensee is not required to comply with standard condition 31I to such extent and subject to such conditions as the Authority may from time to time direct.

## Condition 32. Reporting on performance

32.1 The licensee must provide the Authority and Citizens Advice and Citizens Advice Scotland with information specified by the Authority relating to matters that it reasonably considers are relevant to the licensee's dealings with its Domestic Customers.

32.2 The information referred to in paragraph 32.1 may, in particular, include information about:

(a) the number of the licensee's Domestic Customers using each method of payment for Charges for the Supply of Electricity;

(b) failures by the licensee's Domestic Customers to pay Charges for the Supply of Electricity by the date on which the payment was due;

(c) Disconnections carried out by the licensee;

(d) the provision by the licensee of energy efficiency information; and

(e) the services offered by the licensee to Domestic Customers on its Priority Services Register and the number of Domestic Customers who are listed on that register.

32.3 The information provided by the licensee under paragraph 32.1 must be in the form of a statistical record having such content and being presented in such a format and at such intervals of time as the Authority may from time to time direct following consultation with the licensee and Citizens Advice and Citizens Advice Scotland.

# Condition 32A. Power to direct suppliers to test consumer engagement measures

## Power of direction

32A.1 For any purposes connected with the Authority's consideration of measures or behaviours which may impact on consumer engagement ('consumer engagement measures'), the licensee must comply with a direction issued by the Authority in respect of Relevant Matters for Standard Condition 32A.

32A.2 The licensee is not required to comply with a direction issued pursuant to 32A.1 unless the Authority has given the licensee at least 1 month's prior Notice.

32A.3 A direction issued under paragraph 32A.1 may include a requirement to comply with any instructions from the Authority or a third party agent appointed by the Authority for the purposes of conducting any test of consumer engagement measures.

## Provision of information

32A.4 The licensee must provide the Authority (or such other person as specified by the Authority) with information specified by the Authority in relation to matters that it reasonably considers are relevant to:

a) the Authority's consideration of whether to issue a direction pursuant to paragraph 32A.1; and/or

b) the licensee's compliance with any direction issued pursuant to paragraph 32A.1.

32A.5 The Authority may direct the licensee to comply with paragraph 32A.4 by providing to the Authority (or such other person as specified by the Authority) information:

a) in a particular form or medium by a particular date;

b) in a particular form or medium at such reoccurring intervals of time as the Authority considers appropriate; and

c) of any description specified by the Authority, including any documents, accounts, estimates, returns, records or reports and data of any kind, whether or not prepared specifically at the request of the Authority.

32A.6 The licensee is not required to comply with paragraph 32A.4 if it could not be compelled to produce or give the information in evidence in civil proceedings before a court.

### Compliance with this condition

32A.7 The licensee is not required to comply with paragraph 32A.1 until the Authority has published criteria for the selection of one or more licensees to conduct testing (including through Randomised Controlled Trials) of any consumer engagement measures.

### Definitions for condition

32A.8 For the purposes of this condition:

**'Relevant Matters for Standard Condition 32A'** means any or all of the following:

(a) a requirement to test or evaluate (including through a Randomised Controlled Trial, where the Authority considers it appropriate) any consumer engagement measures in a manner and time frame prescribed by the Authority (including on the basis of the Authority's Specification for Testing ), and to provide information to Domestic Customers in a manner and time frame specified by the Authority;

(b) where appropriate, a requirement to submit an implementation plan to the Authority for approval;

(c) a requirement not to comply with any licence conditions which are relevant to the subject matter of this condition to such extent and subject to such conditions as the Authority may direct; and

(d) a requirement to provide the Authority (or such other person as specified by the Authority) with information relating to the results (and the underlying data) of the testing of any consumer engagement measures in the manner and time frame specified by the Authority.

**'Randomised Controlled Trial'** means a form of consumer research (which is statistically robust for measuring behavioural impact) for Domestic Customers which is for the purposes of testing one or more consumer engagement measures relevant to the subject matter of this licence condition and includes two or more randomly assigned customer groups from the pool of eligible participants (which may be determined and specified by the Authority) in circumstances where:

a) at least one of those groups are not subject to the consumer engagement measure; and
b) all of the customer groups are comparable (including on the basis of the randomised selection) but for the consumer engagement measure(s).

**'Authority's Specification for Testing'** includes detail on some or all of the following:

*Design*

- the objective(s) of the testing;
- the details of the consumer engagement measure(s) (and any variants) to be tested;
- the testing methodology (including, but not limited to, the approach to randomisation and maximising the equivalence of groups and the proposed sample size);
- the testing of outcomes and how they will be measured;
- the proposed timetable;
- any planned piloting activity; and/or
- any supplementary research or follow up analysis to gain a better understanding of the behavioural impact.

*Implementation*

- the identification of third parties who will be involved in delivering the proposed specification for testing and clarity around roles and responsibilities;
- the details of any proposed supplier-initiated activity that might have an impact on the testing;
- proposed approach for monitoring (including possible arrangements for independent moderation) and quality assurance; and/or
- the approach to dealing with ethics and consumer protection issues, including how any possible consumer detriment will be identified, monitored and addressed should any issue be identified.

*Analysis and evaluation of the results*

- criteria and approach to evaluate and analyse the results of the testing; and/or
- data to be shared, consideration of format, precise content, file types and data security.

## Duration of condition

32A.9 Paragraphs 32A.1 to 32A.8 will cease to have effect at 24:00 on 31 December 2022 unless, following consultation, the Authority specifies a later date by publishing a statement in Writing.

32A.10 The power to specify a later date in paragraph 32A.9 may be exercised by the Authority on more than one occasion (before, on, or after the expiry of any later date specified by the Authority).

# SECTION C: STANDARD CONDITIONS FOR ALL SUPPLIERS

# Standard conditions 33 to 34:

# Feed-in tariff arrangements

# Condition 33. Feed-in Tariffs

**Application of Schedule A**

33.1. Where the licensee is a Mandatory FIT Licensee, it shall comply with the provisions of Part 1 of Schedule A with effect on and after 1st April 2010.

33.2. Where the licensee is a Voluntary FIT Licensee, it shall comply with the provisions of Part 2 of Schedule A with effect on and after 1st April 2010.

33.3. The licensee shall comply with Part 3 of Schedule A (FIT obligations applicable to all licensees) with effect on and after 1st April 2010.

**FIT Payments by the Licensee to FIT Generators**

33.4. Where the licensee is either a Mandatory FIT Licensee or a Voluntary FIT Licensee, it shall make FIT Payments to FIT Generators or Nominated Recipients in accordance with the provisions of Schedule A.

**Compliance and Sanctions**

33.5. The provisions of this Section C and Schedule A to Standard Condition 33 of this licence are "relevant conditions" for the purposes of section 25(8) of the Act and a non-complying licensee shall be subject to the enforcement powers of the Gas and Electricity Markets Authority under the Act.

## Condition 34: Implementation of Feed-in Tariffs

34.1. The licensee shall take such steps and do such things as are within its power in relation to any consequential amendments to the Codes as are or may be necessary or appropriate in order to give full and timely effect to the modifications to this Licence made by the Secretary of State pursuant to section 41(1) of the Energy Act 2008.

34.2. The licensee shall cooperate with all other Electricity Suppliers, and such other persons as the Authority may determine, to contribute to the full and timely implementation of feed-in tariffs.

34.3. If the licensee becomes aware of any conflict between its compliance with the provisions of Standard Condition 33 and Schedule A and its compliance with any other condition of this licence or any Code, document or agreement to which the licensee is obliged to be or become a party pursuant to this licence, the licensee shall forthwith give written notice of such conflict to the Authority and shall comply with any direction of the Authority in relation to the same, which direction may only be made following consultation with the licensee and such persons as the Authority deems appropriate.

## SCHEDULE A TO STANDARD CONDITION 33 OF THE ELECTRICITY SUPPLY LICENCE

# DEFINITIONS AND INTERPRETATION

| | |
|---|---|
| **"Accredited FIT Installation"** | means an Eligible Installation which the Authority has entered onto the Central FIT Register in accordance with the FIT Order; |
| **"Annual FIT Payment Rates Tables"** | means the tables of FIT Payment rates to be published annually by the Authority in accordance with the FIT Order and Part 1, clause 3.4 of and Annex 4 to this Schedule A; |
| **"Cancellation of Export Payment Opt Out Notification"** | means a notice in writing from a FIT Generator to a FIT Licensee in terms of which the FIT Generator elects to resume receipt of Export Payments from a date specified therein; |
| **"Central FIT Register"** | means the register kept and maintained by the Authority for the purpose of recording details of FIT Generators, Accredited FIT Installations and other such matters relating to the FIT Scheme; |
| **"Commissioned"** | means, in relation to an Eligible Installation, that:<br>(a) such procedures and tests have been completed as constitute, at the time they are undertaken, the usual industry standards and practices for commissioning that type of installation such that it is capable of operating at its Declared Net Capacity (assuming that the relevant Eligible Low-Carbon Energy Source was available to it without interruption or limitation); and<br>(b) the installation is connected to Plant such that the whole of its maximum output could be used in a permitted way;<br><br>For this purpose:<br><br>(1) the maximum output of an installation is the amount of electricity that it would generate if operated at its Declared Net Capacity; and<br>(2) electricity is used in a permitted way if it is: |

(i) consumed by the FIT Generator or (if different) the operator of the installation, or by persons to whom it is supplied by the FIT Generator; or

(ii) Exported.

**"Complaints Procedure"** means the procedure available to a FIT Generator in the event it has a complaint about any action taken by a FIT Licensee in relation to the FIT Scheme;

**"Confirmation Date"** means, in relation to an Eligible Installation, the date on which the FIT Generator is entered onto the Central FIT Register by the Authority, such that the Eligible Installation becomes an Accredited FIT Installation;

**"Connected Person"** in relation to a FIT Generator or a Nominated Recipient, means any person connected to that person within the meaning of section 1122 of the Corporation Tax Act 2010;

**"Declared Net Capacity"** means the maximum capacity at which an installation can be operated for a sustained period without causing damage to it (assuming the source of power used by it to generate electricity was available to it without interruption) less the amount of electricity that is consumed by the Plant;

**"Deemed Export"** means Export from an Accredited FIT Installation which is deemed to be a percentage of the equivalent Generation Meter Reading for the same Accredited FIT Installation and period in cases where:

(a) it is not possible or practical to measure the Export by way of Export Meter Readings; and

(b) the FIT Order provides for the determination by the Secretary of State of the percentage or a methodology for determining it;

**"Deemed Export Reading"** means the data by reference to which the FIT Licensee may calculate the Export Payment as regards the Deemed Export of an Accredited FIT Installation;

**"EA08"** means the Energy Act 2008;

**"Eligibility Date"** means the date as regards a particular Eligible Installation from which eligibility for FIT Payments commences which, unless the FIT Order provides otherwise, shall be-

(a) for an installation Commissioned before 15th January 2016 and with an Application Receipt Date before 15th January 2016, the later of-

(i) the Application Receipt Date;

(ii) the date on which the installation is Commissioned; or

(iii) 1st April 2010;

(b) for an installation with an Application Receipt Date on or after 8th February 2016, the later of -

(i) the Application Receipt Date; or

(ii) the first day of the first Tariff Period within which the installation Qualifies for Accreditation;

(c) for an installation to which neither paragraph (a) nor paragraph (b) applies, the date specified in the FIT Order.

For the purposes of this definition, "Application Receipt Date" means, as applicable, the date of-

(i) receipt by the Authority of a FIT Generator's written request for ROO-FIT Accreditation in a form acceptable to the Authority; or

(ii) receipt by a FIT Licensee of a FIT Generator's written request for MCS-

Certified Registration, accompanied by an MCS Certificate for the installation.

**"Eligibility Period"** means the maximum period during which a FIT Generator can receive FIT Payments for a particular Eligible Installation, as set out in the table at Annex 1;

**"Eligible Installation"** means any Plant on a Site which is capable of Small-scale Low-carbon Generation: and except as provided otherwise in the FIT Order all such Plant on the same Site which is capable of generating electricity from the same type of Eligible Low-carbon Energy Source is to be treated as a single Eligible Installation;

**"Eligible Low-carbon Energy Source"** means the following sources of energy or technology:

(a) anaerobic digestion, as defined in the FIT Order;

(b) hydro generating station, as defined in the FIT Order;

(c) combined heat and power with an electrical capacity of 2kW or less;

(d) solar photovoltaic;

(e) wind;

**"Energy Efficiency Requirement"** is to be interpreted in accordance with paragraphs 4 to 7 of Annex 5;

**"Export"** means the flow of electricity from an Eligible Installation onto a distribution system or transmission system and, if the FIT Licensee so elects, accounted for in settlement in accordance with the BSC, and Export used as a verb shall be construed accordingly;

**"Export Meter"** means a meter which measures the quantity of Export which, if registered pursuant to the BSC, such registration is to be the responsibility of the FIT Licensee;

| | |
|---|---|
| **"Export Meter Reading"** | means the measure by an Export Meter of the amount of Export; |
| **"Export Payment"** | means the sum paid to the FIT Generator or Nominated Recipient, as applicable, by a FIT Licensee, for FIT Export in any period, calculated by reference to the Export Tariff and Export Meter Reading or Deemed Export Reading; |
| "**Export Payment Opt Out Notification"** | means a notice in writing from a FIT Generator to a FIT Licensee in terms of which the FIT Generator opts out of receiving Export Payments from a date specified therein; |
| **"Export Tariff"** | means the payment rate per kilowatt hour for FIT Export from an Accredited FIT Installation; |
| **"Extension"** | means a modification to an Accredited FIT Installation to increase its Total Installed Capacity from the same type of Eligible Low-carbon Energy Source, and Extend as a verb shall be construed accordingly; |
| **"FIT Export"** | means Export or Deemed Export from an Accredited FIT Installation in relation to which a FIT Generator has requested to receive Export Payments in accordance with Part 1, clause 7.1; |
| **"FIT Generator"** | means:<br>(a) in relation to an Accredited FIT Installation, the person identified as the Owner in the Central FIT Register; and<br>(b) in relation to any other Eligible Installation, the Owner,<br>whether or not that person is also operating or intending to operate the Eligible Installation; |
| **"FIT Licensee"** | means the collective term for Mandatory FIT Licensees and Voluntary FIT Licensees; |
| **"FIT Notification"** | means the notification to be submitted to the Authority annually by each licensee under Part 3, clause 2; |

| | |
|---|---|
| **"FIT Order"** | means the Feed-in Tariffs Order 2012 (including any amendments to that Order); |
| **"FIT Payments"** | means, as applicable, Generation Payments and/or Export Payments; |
| **"FIT Scheme"** | means the scheme for feed-in tariffs introduced in accordance with sections 41 to 43 EA08, as set out in Standard Condition 33 of the Electricity Supply Licence (including this Schedule A, Parts 1 to 3 and Annexes 1 to 5) and the FIT Order; |
| **"FIT Year"** | means the year commencing on 1st April and ending on 31st March numbered sequentially from FIT Year 1 (being 1st April 2010 to 31st March 2011); |
| **"Generation Meter"** | means a meter which measures the quantity of electricity generated by an Accredited FIT Installation, for which the FIT Generator is responsible; |
| **"Generation Payment"** | means the sum paid to the FIT Generator or Nominated Recipient, as applicable, by a FIT Licensee, for the electricity generated by Accredited FIT Installations in any period, calculated by reference to the Generation Tariff and Generation Meter Readings; |
| **"Generation Meter Reading"** | means the measure by a Generation Meter of the gross amount of electricity generated by an Accredited FIT Installation; |
| **"Generation Tariff"** | means the payment rate per kilowatt hour of electricity generated by an Accredited FIT Installation; |
| **"Insolvency Event"** | means an event or circumstance referred to in paragraph 1(f) of Schedule 2 on Revocation of the Electricity Supply Licence; |
| **"Levelisation Payment"** | means a payment required to be made by a FIT Licensee to the Authority or by the Authority to the FIT Licensee in accordance with the Levelisation Process as determined in the FIT Order; |

| | |
|---|---|
| **"Levelisation Process"** | means the process by which the total cost of the FIT Scheme is allocated between licensees in proportion to the size of their share in the electricity supply market of Great Britain, as determined in accordance with the FIT Order; |
| **"Mandatory FIT Licensee"** | means a licensee which either:<br>(a) supplies electricity to at least 250,000 domestic customers; or<br>(b) together with its Affiliates jointly supplies electricity to at least 250,000 domestic customers,<br>as at 31 December before the start of each FIT Year; and effective on and from the 1 April of the current FIT Year; |
| **"MCS Certificate"** | means an Eligible Installation using an MCS- FIT technology which meets the standards set out in Schedule A1 of the FIT Order. |
| **"MCS-certified Installation"** | means an Eligible Installation using an MCS-FIT technology which meets the standards set out in Schedule A1 of the FIT Order.; |
| **"MCS-certified Registration"** | means the process whereby an Eligible Installation confirmed as an MCS-certified Installation is entered onto the Central FIT Register by the Authority; |
| **"MCS or equivalent"** | means the Microgeneration Certification Scheme or equivalent schemes accredited in accordance with EN 45011(2) or EN ISO/IEC 17065:2012(3) which certify microgeneration products and installers in accordance with consistent standards; |

**"MCS-FIT Technology** means the following Eligible Low-carbon Energy Sources for which MCS-certified Registration is required:

(a) solar photovoltaic with a declared net capacity of 50kW or less;

(b) wind with a declared net capacity of 50kW or less;

(c) hydro generating station with a declared net capacity of 50kW or less (in relation to Eligible Installations with an Eligibility Date before 1st December 2012 only);

(d) combined heat and power with an electrical capacity of 2kW or less;

**"Metering Legislation"** means:

(a) Schedule 7 to the Electricity Act 1989;

(b) The Meters (Approval of Pattern or Construction and Manner of Installation) Regulations 1998 (S.I. 1998/1565);

(c) The Meters (Certification) Regulations 1998 (S.I. 1998/1566);

(d) The Electricity (Approval of Pattern or Construction and Installation and Certification) (Amendment) Regulations 2002 (S.I. 2002/3129) ;

(e) The Measuring Instruments (EC Requirements) (Electrical Energy Meters) Regulations 1995 (S.I. 1995/2607);

(f) The Measuring Instruments (EC Requirements) (Electrical Energy Meters) (Amendment) Regulations 2002 (S.I. 2002/3082);

(g) The Measuring Instruments (Active Electrical Energy Meters) Regulations 2006 (S.I. 2006/1679);

**"Migrated ROO Generator"** means a generator whose installation was accredited under the ROO as at 1st April 2010 and has subsequently become an Accredited FIT Installation;

**"Nominated Recipient"** means a person appointed by a FIT Generator to receive FIT Payments in respect of an Accredited FIT Installation owned by that FIT Generator and recorded as such on the Central FIT Register;

**"Owner"** means, in relation to any Plant which is the subject of a hire purchase agreement, a conditional sale agreement or any agreement of a similar nature, the person in possession of the Plant under that agreement, and in all other contexts it shall bear its ordinary meaning, and Owned as a verb shall be construed accordingly;

**"Part 1"** means Part 1 of Schedule A to Standard Condition 33 of the Electricity Supply Licence;

**"Part 2"** means Part 2 of Schedule A to Standard Condition 33 of the Electricity Supply Licence;

**"Part 3"** means Part 3 of Schedule A to Standard Condition 33 of the Electricity Supply Licence;

**"Plant"** means any equipment, apparatus or appliance;

**"Principal FIT Licensee Terms"** means the principal terms, to be included in the Statement of FIT Terms, which relate to the obligations which a FIT Generator must satisfy in order to receive FIT Payments from a FIT Licensee;

**"Principal Generator Terms"** means the principal terms, to be included in the Statement of FIT Terms, which relate both to FIT Payments and the protection of FIT Generators;

**"Qualifies for Accreditation"** means, in relation to an Eligible Installation and a Tariff Period, that an installation qualifies for accreditation if in a Tariff Period the total installed capacity (measured in megawatts) applied for by that installation, when included in the aggregate total installed capacity of

| | |
|---|---|
| | applications for accreditation or for preliminary accreditation in that period in respect of that particular description of installation, is less than or equal to the relevant limit set out in the Table in Schedule 1A; |
| **"Quarterly Solar Tariff Table"** | means the table of Generation Tariffs for solar photovoltaic Eligible Installations to be published by the Authority in accordance with the FIT Order and Part 1, clause 3.4 of and Annexes 3 and 5 to this Schedule A for FIT year 4 to 7th February 2016 in FIT year 6; |
| **"Reduction"** | means a modification to an Eligible Installation to decrease its Total Installed Capacity; |
| **"ROO"** | means collectively the Renewables Obligation Order 2009 and Renewables Obligation (Scotland) Order 2009 (including any amendments to those Orders or re-enactments of the renewables obligation upon revocation of those Orders); |
| **"ROO-FIT Accreditation"** | means the process of accreditation pursuant to the FIT Order to be undertaken in respect of an Eligible Installation not using an MCS-FIT Technology; |
| **"Site"** | is to be interpreted in accordance with Part 1, clause 4.3 and the FIT Order; |
| **"Small-scale Low-carbon Generation"** | means the generation of electricity, by any Plant:<br>(a) which, in generating electricity, relies wholly or mainly on an Eligible Low-carbon Energy Source; and<br>(b) the Total Installed Capacity of which does not exceed the Specified Maximum Capacity; |
| **"Solar Deployment Period"** | has the meaning given in Annex 3, paragraph 1; |
| **"Solar Tariff Period"** | has the meaning given in Annex 3, paragraph 1; |

| | |
|---|---|
| **"Specified Maximum Capacity"** | means the maximum capacity specified in the FIT Order; |
| **"Statement of FIT Terms"** | means the statement of terms and conditions agreed between the FIT Licensee and FIT Generator in relation to participation in the FIT Scheme; |
| **"Switching"** | means the process involved when a FIT Generator elects to change its FIT Licensee, and Switch used as a verb shall be construed accordingly; |
| **"Tariff Code"** | means a code allocated to each Accredited FIT Installation by the Authority to enable identification of the FIT Payment rates applying to that installation; |
| **"Tariff Date"** | in relation to –<br>(a) an Eligible Installation for which the method of determining the Tariff Date is specified in the FIT Order means the date as determined in the FIT Order;<br>(b) an Eligible Installation whose Eligibility Date is before 15th January 2016 means the Eligibility Date; or<br>(c) an Eligible Installation whose Eligibility Date is on or after 8th February 2016, means the first day of the first Tariff Period within which the installation Qualifies for Accreditation; |
| **"Tariff Period"** | means—<br>(a) in respect of a combined heat and power installation, one of the following periods—<br>(i) the period beginning on 1st April 2017 and ending on 30th September 2017; or<br>(ii) any subsequent period of 6 months beginning on 1st October or 1st April; or<br>(b) in all other cases, one of the following periods— |

(i) the period beginning on 8th February 2016 and ending on 31st March 2016;

(ii) the period of 3 months beginning on 1st April 2016; or

(iii) any subsequent period of 3 months beginning on 1st July, 1st October, 1st January or 1st April;

**"Total Installed Capacity"** means the maximum capacity at which an Eligible Installation could be operated for a sustained period without causing damage to it (assuming the Eligible Low-carbon Energy Source was available to it without interruption), a declaration of which is submitted as part of the processes of ROO-FIT Accreditation and MCS-certified Registration;

**"Transfer Date"** means the date upon which a FIT Generator is deemed to have Switched in relation to an Accredited FIT Installation;

**"Voluntary FIT Licensee"** means a licensee which is not a Mandatory FIT Licensee but which voluntarily elects to participate in making FIT Payments under the FIT Scheme.

# PART 1 - MANDATORY FIT LICENSEES

## A BASIC PRINCIPLES

### 1. Application of Part 1

1.1 This Part 1 shall apply where the licensee is a Mandatory FIT Licensee.

1.2 A Mandatory FIT Licensee is required to publish its status as a Mandatory FIT Licensee such that this information is easily accessible to the public.

### 2. To whom obligation is owed

2.1 The Mandatory FIT Licensee shall, subject to the terms of the FIT Scheme, be obliged to accept a request for FIT Payments from a FIT Generator as regards an Accredited FIT Installation:

2.1.1 which occupies a Site in relation to which that Mandatory FIT Licensee is the Relevant Electricity Supplier; or

2.1.2 which occupies a Site-

(a) in relation to which that Mandatory FIT Licensee is not the Relevant Electricity Supplier; and

(b) which is supplied by an Electricity Supplier which is not itself a Mandatory FIT Licensee; or

2.1.3 which occupies a Site which does not receive a supply of electricity from any Electricity Supplier.

2.2 A Mandatory FIT Licensee may accept a request for FIT Payments from a FIT Generator as regards any other Accredited FIT Installation.

## 3. Payment of FIT

3.1 The Mandatory FIT Licensee shall be obliged to make FIT Payments as regards an Accredited FIT Installation only in the event the following conditions are satisfied:

3.1.1 The Mandatory FIT Licensee is satisfied that the FIT Generator is not registered on the Central FIT Register as being in receipt of FIT Payments from another FIT Licensee as regards that Accredited FIT Installation;

3.1.2 the Mandatory FIT Licensee must have access to or have received from the FIT Generator or Nominated Recipient the Generation Meter Readings, Export Meter Readings or Deemed Export Readings required, as applicable, in order to calculate the FIT Payments and the meters from which such readings are taken must comply with the provisions of the Metering Legislation;

3.1.3 the FIT Generator must not also be registered to benefit from the ROO as regards the Accredited FIT Installation in relation to which it is seeking FIT Payments; and

3.1.4 the FIT Generator must have agreed a Statement of FIT Terms with the Mandatory FIT Licensee.

3.2 In the event Part 1, clause 3.1 is satisfied, the Mandatory FIT Licensee shall be required as regards making FIT Payments to:

3.2.1 calculate FIT Payments as accruing from the Eligibility Date of an Accredited FIT Installation or from the Transfer Date, as applicable;

3.2.2 commence FIT Payments to the FIT Generator or Nominated Recipient from the next payment cycle occurring after the later of the:

(a) Confirmation Date; or

(b) date on which the Statement of FIT Terms is agreed between the FIT Generator and Mandatory FIT Licensee,

which shall include FIT Payments which may have accrued since the Eligibility Date or the Transfer Date, as applicable, such retrospective accrual to be limited as regards a Migrated ROO Generator to a period of no more than 6 months between its Eligibility Date and Confirmation Date;

3.2.3 ensure such FIT Payment is attributable to a period within the Eligibility Period of the Accredited FIT Installation;

3.2.4 ensure a process is implemented to regulate how data from FIT Generators as regards Generation Meter Readings, Export Meter Readings and Deemed Export Readings, as applicable, is to be provided and managed and communicate this to FIT Generators;

3.2.5 make FIT Payments no less than quarterly, except insofar as otherwise agreed in the Statement of FIT Terms;

3.2.6 take all reasonable steps to:

(a) review on receipt the reasonableness of any Generation Meter Readings and Export Meter Readings provided by a FIT Generator or Nominated Recipient as regards an Accredited FIT Installation, in accordance with expected tolerances by reference to relevant Total Installed Capacity and Eligible Low-carbon Energy Source;

(b) verify at least once every 2 years the Generation Meter Readings and Export Meter Readings provided by a FIT Generator or Nominated Recipient, and any Deemed Export Readings, taking due account of guidance from the Authority.

3.3 The Mandatory FIT Licensee shall make FIT Payments in accordance with the Tariff Code and other information recorded in the Central FIT Register, at the rates determined in accordance with the following table:

| *Type of Eligible Installation* | *Period in respect of which FIT Payments are made* | *Tariff Date of the Eligible Installation* | *Applicable FIT Payment Rates* |
|---|---|---|---|
| Solar photovoltaic | FIT Year 1 or 2 | Any | The rates determined in accordance with the FIT payment rate table |

| | | | |
|---|---|---|---|
| | | | which was in force at the time the electricity was generated or exported. |
| | FIT Year 3 | 1st April 2010 to 31st January 2013 | The rates set out in Tables 1 and 3 of Annex 2. |
| | | 1st February 2013 to 31st March 2013 | Generation Tariff: The rates set out in the table referred to in paragraph 5 of Annex 2.<br><br>Export Tariff: The rates set out in Table 3 of Annex 2. |
| | FIT Year 4 and subsequent FIT Years | Any date during the FIT Year in respect of which the FIT Payments are made | Generation Tariff: The rates set out in the Quarterly Solar Tariff Table published by the Authority for the Solar Tariff Period in which the Tariff Date of the Eligible Installation falls (subject to paragraph 2 of Annex 3).<br><br>Export Tariff: The rates set out in the Annual FIT Payment Rates Tables published by the Authority for the FIT Year in respect of which the FIT Payments are made. |
| | | Any date before the start of the FIT Year in respect of which the FIT Payments are made | The rates set out in the Annual FIT Payment Rates Tables published by the Authority for the FIT Year in respect of which the FIT Payments are made. |
| Anaerobic digestion | FIT Year 1 or 2 | Any | The rates determined in accordance with the FIT payment rate table |

| | | | |
|---|---|---|---|
| Hydro generation station<br><br>Combined heat and power<br><br>Wind | | | which was in force at the time the electricity was generated or exported. |
| | FIT Year 3 | Any | The rates set out in Tables 2 and 3 of Annex 2. |
| | FIT Year 4 and subsequent FIT Years | Any | The rates set out in the Annual FIT Payment Rates Tables published by the Authority for the FIT Year in respect of which the FIT Payments are made, or where the Authority has published any amendments to those tables, in accordance with those amendments. |

**Table 2**

**FIT Payment Rates in respect of electricity generated or exported in FIT Year 6**

| *Type of Eligible Installation* | *Tariff Date of the Eligible Installation* | *Applicable FIT Payment Rates* |
|---|---|---|
| Solar photovoltaic | 1 April 2010 to 31 March 2015 | The rates set out in the Annual FIT Payment Rates Tables published by the Authority for FIT Year 6. |
| | 1 April 2015 to 14 January 2016 | Generation Tariff: The rates set out in the Quarterly Solar Tariff Table published by the Authority for the Solar Tariff Period in which the Tariff Date of the Eligible Installation falls<br>Export Tariff: The rates set out in the Annual FIT Payment Rates Tables published by the Authority for FIT Year 6 |
| | 8 February 2016 to<br><br>31 March 2016 | The rates set out in Table 1 in Annex 4A. |
| Anaerobic digestion<br>Hydro generating station<br>Combined heat and power | 1 April 2010 to 14 January 2016 | The rates set out in the Annual FIT Payment Rates Tables published by the Authority for the FIT Year in |

| | | |
|---|---|---|
| Wind | | respect of which the FIT Payments are made, or where the Authority has published any amendments to those tables, in accordance with those amendments. |
| | 8 February 2016 to 31 March 2016 | The rates set out in Table 1 in Annex 4A. |

**Table 3**

**FIT Payment Rates in respect of electricity generated or exported in FIT Year 7 and subsequent FIT Years**

| *Type of Eligible Installation* | *Tariff Date of the Eligible Installation* | *Applicable FIT Payment Rates* |
|---|---|---|
| Any | 1 April 2010 to 14 January 2016 | The rates set out in the Annual FIT Payment Rates Tables published by the Authority for FIT Year 7 |
| | 8 February 2016 to 31 March 2016 | The rates set out in Table 1 in Annex 4A. |
| | Any date on or after 1 April 2016 but before the start of the FIT Year in respect of which the payments are made | The rates set out in the Annual FIT Payment Rates Tables published by the Authority for the FIT Year in respect of which the FIT Payments are made. |
| | Any date during the FIT Year in respect of which the payments are made | Generation Tariff: the rates set out in the Quarterly Tariff Table published by the Authority for the Tariff Period in which the Tariff Date of the installation falls.<br>Export tariff: the rates set out in the Annual FIT Payment Rates Tables published by the Authority in respect of which the FIT Payments are made. |

3.4 The FIT Payment rates tables referred to in the fourth column of the table is clause 3.3, which shall be published by the Authority in accordance with the FIT Order, are as follows-

3.4.1 the Quarterly Solar Tariff Table setting out the Generation Tariffs to apply, for the FIT Year in which the Tariff Date of the installation falls, to solar photovoltaic Eligible Installations with a Tariff Date in the Soar Tariff Period to which the table relates;

3.4.2 the Annual FIT Payment Rates Tables setting out the following FIT payment rates to apply for the FIT Year to which the tables relate-

(a) the Generation Tariffs for all Eligible Installations with a Tariff Date before the start of that FIT Year;

(b) the Generation Tariffs for Eligible Installations, other than solar photovoltaic installations, with a Tariff Date in that FIT Year (subject to any mid-year amendment of the Generation Tariffs for those installations under Part 3, Chapter 4 of Annex 4); and

(c) the Export Tariffs for all Eligible Installations with a Tariff Date that falls within or before the FIT year to which the Annual FIT Payment Rate Table refers.

3.4.3 the Quarterly Tariff Table setting out the Generation Tariffs and Export Tariffs to apply for the Tariff Period in which the Tariff Date of the installation falls.

3.5 Annex 3 contains provision about the Quarterly Solar Tariff Table.

3.6 Annex 4 contains provision about the Annual FIT Payment Rates Tables.

3.6A. Annex 4A contains provision about the Quarterly Tariff Table.

3.7 Annex 5 contains additional provision about Generation Tariffs for solar photovoltaic Eligible Installations.

3.8 In clauses 3.3 to 3.7 and in Annexes 2 to 5, references to installations using a particular type of Eligible Low-Carbon Energy Source are to be treated as excluding any such installations with a Declared Net Capacity of 50kW or less Commissioned on or before 14th July 2009 and accredited under the ROO on or before 31st March 2010.

3.9 The FIT Payments made by the Mandatory FIT Licensee shall be such that:

3.9.1 the Generation Payment shall be available to all FIT Generators with Accredited FIT Installations;

3.9.2 the Export Payment shall be available only to FIT Generators with Accredited FIT Installations which have the necessary Plant to Export electricity and have requested to receive Export Payments in accordance with Part 1, clause 7.1.

# B TREATMENT OF FIT GENERATORS AND ACCREDITED FIT INSTALLATIONS

## 4. MCS-certified Registration

4.1 The Mandatory FIT Licensee shall take all reasonable steps to support the process of MCS-certified Registration.

4.2 When the Mandatory FIT Licensee receives a request for FIT Payments from a FIT Generator using an MCS-FIT Technology, the Mandatory FIT Licensee

shall not submit details of that FIT Generator to the Authority for the purposes of entry onto the Central FIT Register until it has first –

4.2.1 confirmed that the request relates to an MCS-certified Installation;

4.2.2 determined the Site of the installation in accordance with clause 4.3; and

4.2.3 obtained sufficient information, if the request relates to a solar photovoltaic installation, to determine –

(a) whether the Energy Efficiency Requirement applies in relation to the installation and, if so, whether that requirement is satisfied; and

(b) whether paragraph 9 of Annex 5 applies in relation to the installation.

4.3 Where the Mandatory FIT Licensee is required to determine the Site of an installation, it shall do so in accordance with the same principles, set out in the FIT Order, as the Authority is to apply in determining the Site of an installation when carrying out ROO-FIT Accreditation.

4.4 When the Mandatory FIT Licensee has confirmed and determined the matters referred to in Part 1, clause 4.2, the Mandatory FIT Licensee shall submit to the Authority such information on the FIT Generator as is required by the process of MCS-certified Registration for entry of the FIT Generator and the relevant Eligible Installation onto the Central FIT Register.

4.5 As soon as reasonably practicable after receiving notification from the Authority of the Confirmation Date (subject to the requirement of Part 1, clause 6.1), the Mandatory FIT Licensee shall provide the FIT Generator with a Statement of FIT Terms to review and seek agreement.

4.6 A Mandatory FIT Licensee shall not be required to support MCS-certified Registration as regards a Migrated ROO Generator using an MCS-FIT Technology and shall not make any FIT Payments to that Migrated ROO Generator until the provisions of Part 1, clauses 3.1 and 3.2 are satisfied.

## 5. ROO-FIT Accreditation

5.1 The Mandatory FIT Licensee shall not be responsible for ROO-FIT Accreditation.

5.2 When the Mandatory FIT Licensee receives a request for FIT Payments from a FIT Generator whose circumstances are such that ROO-FIT Accreditation is appropriate for participation in the FIT Scheme, the Mandatory FIT Licensee shall refer that FIT Generator to the Authority which shall undertake ROO-FIT Accreditation.

5.3 When the Mandatory FIT Licensee receives a request for FIT Payments from a FIT Generator which demonstrates its ROO-FIT Accreditation is complete, the Mandatory FIT Licensee shall submit to the Authority such information on the FIT Generator as is required for entry to the Central FIT Register.

5.4 As soon as reasonably practicable after receiving notification from the Authority of the Confirmation Date (subject to the requirement of Part 1, clause 6.1), the Mandatory FIT Licensee shall provide the FIT Generator with a Statement of FIT Terms to review and seek agreement.

5.5 The Mandatory FIT Licensee shall not be obliged to make FIT Payments to the FIT Generator until the provisions of Part 1, clauses 3.1 and 3.2 are satisfied.

## 6. Statement of FIT Terms

6.1 The Mandatory FIT Licensee shall take all reasonable steps to agree in writing a Statement of FIT Terms with a FIT Generator as regards an Accredited FIT Installation within ten working days of the Confirmation Date, such agreement not to be unreasonably withheld.

6.2 The Mandatory FIT Licensee shall ensure that the Statement of FIT Terms incorporates as a minimum the Principal Generator Terms detailed in Part 1, clause 6.3 and the Principal FIT Licensee Terms detailed in Part 1, clause 6.4, in accordance with any guidance issued by the Authority.

6.3 The Principal Generator Terms shall include:

6.3.1 obligations relevant to FIT Payments, including:

(a) Tariff Code;

(b) Confirmation Date;

(c) Eligibility Date and Eligibility Period;

(d) Tariff Date;

(e) the Generation Tariff applying at the Confirmation Date;

(f) the Export Tariff applying at the Confirmation Date (where applicable) and how to elect to receive Export Payments;

(g) frequency of FIT Payment;

(h) data on which calculation of FIT Payments shall be based and the process by which such data is to be provided;

(i) the consequences of ceasing to be eligible for FIT Payments;

(j) and any other term that may reasonably be considered to significantly affect the evaluation by the FIT Generator of the

arrangement under which FIT Payments shall be made by the Mandatory FIT Licensee; and

6.3.2 obligations relevant to the protection of the FIT Generator to which the Mandatory FIT Licensee shall be obliged to adhere, including:

(a) a description of the Complaints Procedure and a stated duty to participate in the Complaints Procedure on disputes in relation to compliance with obligations under the FIT Scheme;

(b) a duty not to discriminate without objective justification in terms of changing Relevant Electricity Supplier or the prices for supply and other charges as between FIT Generators and other parties to whom electricity is supplied by the Mandatory FIT Licensee;

(c) a description of the process of Switching and a stated duty to participate as required to facilitate the Switching of a FIT Generator;

(d) a duty not to impose any obligations on a FIT Generator which are additional to, or more onerous than those that are necessary to enable the Mandatory FIT Licensee to meet its obligations under the FIT Scheme;

(e) a duty to fulfil obligations under the FIT Scheme efficiently and expeditiously;

(f) a term setting out the termination rights which permit the FIT Generator to withdraw from the FIT Scheme or Switch;

(g) a term identifying the risks to a FIT Generator of failure to adhere to the Statement of FIT Terms, for example following failure to provide the required data in a timely fashion and as regards suspension and recoupment of FIT Payments.

6.4 The Principal FIT Licensee Terms shall include:

6.4.1 a term explaining that FIT Payments shall be made by reference to data in the Central FIT Register;

6.4.2 a term identifying the FIT Generator's obligations as regards providing information, declarations and evidence to the Mandatory FIT Licensee and the Authority (as well as any consents required for the purposes of data protection) as required for the administration of the FIT Scheme;

6.4.3 a term requiring the FIT Generator to inform the Mandatory FIT Licensee as soon as reasonably possible in the event there is a change in ownership of an Accredited FIT Installation;

6.4.4 a term requiring the FIT Generator to inform the Mandatory FIT Licensee as soon as reasonably possible of Extensions or Reductions to an Accredited FIT Installation;

6.4.5 a term setting out the circumstances and procedures for changing the Nominated Recipient on the Central FIT Register;

6.4.6 a term explaining meter ownership and responsibilities, including as regards access to the property of the FIT Generator if required for inspection, testing and (in the case of the Export Meter) maintenance and if appropriate replacement.

6.4.7 a term requiring the FIT generator to retain the following information for the period of 1 year-

(a) all meter readings taken from or supplied by the FIT generator, including the Generation Meter Readings or Export Meter Readings supplied to the Mandatory FIT Licensee as part of the request for FIT payments in respect of the FIT installation; and

(b) details of all FIT payments made to the FIT generator throughout the period.

6.5 In the event the Central FIT Register is amended by the Authority to correct an error or to reflect any change in circumstances relevant to the content of the Statement of FIT Terms, for example, the Extension of an Accredited FIT Installation, the Mandatory FIT Licensee shall revise the Statement of FIT Terms as required and an amended version shall be supplied to the FIT Generator.

6.6 The Mandatory FIT Licensee shall be required to take due account of guidance issued by the Authority as regards the content and the form of the Statement of FIT Terms but can agree terms more favourable to the FIT Generator if so desired;

6.7 In addition to what is stipulated in the Statement of FIT Terms, the Mandatory FIT Licensee shall have the following specific duties as regards FIT Generators in the context of the FIT Scheme:

6.7.1 when providing information to a FIT Generator (whether in writing, by electronic display or orally) in relation to the FIT Scheme, the Mandatory FIT Licensee shall take all reasonable steps to ensure it:

(a) is complete and accurate;

(b) is capable of being easily understood by the FIT Generator;

(c) does not mislead the FIT Generator; and

(d) is otherwise fair, transparent, appropriate and delivered in a professional manner both in terms of content and in terms of how it is presented (with more important information being given appropriate prominence);

6.7.2 when making FIT Payments to a FIT Generator or Nominated Recipient, the Mandatory FIT Licensee shall ensure that the Statement of FIT Terms by reference to which it does so does not materially discriminate without objective justification between one group of FIT Generators and any other such group;

6.7.3 the Mandatory FIT Licensee shall notify FIT Generators and Nominated Recipients to which it makes FIT Payments as soon as reasonably possible at the occurrence of an Insolvency Event.

6.8 To the extent a FIT Generator falls into the definition of Customer, Domestic Customer or Micro-business Consumer under the Electricity Supply Licence, participation in the FIT Scheme and involvement in Small-scale Low-carbon Generation shall have no effect on the rights and obligations resulting from that status under Sections A and B of the Electricity Supply Licence.

6.9 By 1st October 2013, the Mandatory FIT Licensee shall modify the Principal FIT Licensee Terms of each FIT Generator to whom (or to whose nominated recipient) it makes FIT payments by including the requirements set out in Part 1 clause 6.4.7.

## 7. Export

7.1 Where a FIT Generator's request for FIT Payments includes a request for Export Payments, in addition to the requirements of Part 1, clause 3 above, the Mandatory FIT Licensee shall be obliged to purchase FIT Export from the Accredited FIT Installation by offering an amount equivalent to the appropriate Export Payments.

7.2 Where payments have commenced in accordance with Part 1, clause 7.1 above, the Mandatory FIT Licensee remain obliged to make Export Payments until the earlier of termination in accordance with the FIT Scheme or the receipt of an Export Payment Opt Out Notification from the FIT Generator.

7.3 The Mandatory FIT Licensee shall act in accordance with an Export Payment Opt Out Notification received from a FIT Generator and cease to apply the FIT Scheme to such Export unless:

7.3.1 it is due to take effect within one year of a request for Export Payments from the FIT Generator;

7.3.2 it requires the Mandatory FIT Licensee to act retrospectively; or

7.3.3 it receives a Cancellation of Export Payment Opt Out Notification.

7.4 A Cancellation of Export Payment Opt Out Notification shall not take effect if;

7.4.1 it is due to take effect within one year of receipt of an Export Payment Opt Out Notification; or

7.4.2 it requires the Mandatory FIT Licensee to act retrospectively.

7.5 The Mandatory FIT Licensee shall remain obliged to make Generation Payments, as appropriate, to FIT Generators irrespective of whether they request Export Payments pursuant to Part 1, clause 7.1.

7.6 The Mandatory FIT Licensee may calculate the Export Payment for FIT Export by reference either to:

7.6.1 Export Meter Readings; or

7.6.2 Deemed Export Readings, as regards Deemed Export only.

### 7A. Continuity of FIT Payments for accredited FIT installations following licence revocation etc

7A.1 If the Authority gives a continuity of FIT payments direction to a Mandatory FIT Licensee in respect of an Accredited FIT Installation, the Mandatory FIT Licensee shall be under an obligation to-

(a) make FIT Payments as regards electricity generated or exported by the Accredited FIT Installation; and

(b) determine the date from which such payments are to be made in accordance with the matters to be taken into account set out by the Authority in the continuity of payments direction.

7A.2 In paragraph 1, “continuity of FIT payments direction” has the same meaning as in article 24A of the FIT Order.

### 7B. Treatment of other installations not yet accredited following licence revocation

7B.1 Where, following the events described in article 24B(1) (a) and (b) of the FIT Order, a FIT generator has notified a Mandatory FIT Licensee that its request for MCS-certified registration of an eligible installation is to be deemed to have been made to that Licensee, that Licensee must treat that request as though it had been made to it.

## C ADMINISTRATION, ERROR AND ABUSE OF SCHEME

### 8. Reducing, recouping and withholding FIT Payments

8.1 The Mandatory FIT Licensee shall take all reasonable steps to ensure any FIT Payments it has made to a FIT Generator or Nominated Recipient reflect only that to which that FIT Generator or Nominated Recipient is entitled, but is not required to take such steps in respect of any loss of entitlement to payments that may arise by virtue of Part 8A of the FIT Order.

8.2 The Mandatory FIT Licensee may, subject to clause 8.2A, and must if directed by the Authority under article 35 or 35ZA of the FIT Order, reduce or withhold FIT Payments from a FIT Generator or take steps to recoup FIT Payments:

8.2.1 when it is identified (either through notification from the Authority or following an internal review by the Mandatory FIT Licensee) that there has been an error by the:

(a) Mandatory FIT Licensee; or

(b) FIT Generator; or

(c) Authority,

which has led that Mandatory FIT Licensee to make FIT Payments in excess of entitlement;

8.2.2 when the Authority has established that a FIT Generator has received FIT payments to which it is not entitled and has noted this fact in the Central FIT Register,

except that it is not required to take steps to recoup incorrect FIT Payments made by another FIT Licensee.

8.2A The Mandatory FIT Licensee may not reduce, withhold or recoup FIT payments under clause 8.2 in respect of any loss of entitlement to payments that may arise by virtue of Part 8A of the FIT Order, unless directed by the Authority under article 35ZA of the FIT Order.

8.3 Where the Authority informs the Mandatory FIT Licensee that the accreditation of an installation as an Accredited FIT Installation has been suspended or withdrawn, the Mandatory FIT Licensee shall not make any further FIT Payments in respect of that installation until such time as notified by the Authority that the suspension has ended or the withdrawal has been revoked, except insofar as otherwise directed by the Authority to make a reduced FIT Payment.

8.4 The Mandatory FIT Licensee must comply with any direction by the Authority as to the making of FIT payments in respect of an installation, in the event that the Authority ends the suspension or revokes the withdrawal of the installation's accreditation as an Accredited FIT Installation.

## 9. Audit of Scheme

9.1 The Mandatory FIT Licensee shall take all reasonable steps actively to reduce error and combat abuse of the Scheme, taking into account any guidance issued by the Authority.

9.2 The Mandatory FIT Licensee shall, in particular, take all reasonable steps in making FIT Payments to a FIT Generator or Nominated Recipient to ensure that:

9.2.1 such payments are consistent with the information on the Central FIT Register;

9.2.2 it notifies the Authority expeditiously of any information of which it becomes aware which relates to data contained on the Central FIT Register and necessitates an update;

9.2.3 any FIT Generator or Nominated Recipient to which it makes FIT Payments is actively required to comply with its obligations as set out in the Statement of FIT Terms.

9.3 The Mandatory FIT Licensee shall promptly notify the Authority of any suspected abuse of the FIT Scheme by FIT Generators, providing detail of:

9.3.1 reasons for suspicion;

9.3.2 any action it has taken or intends to take pursuant to Part 1, clauses 8.1 and 8.2, as regards making FIT Payments to a FIT Generator.

## 10. Modifications to an Accredited FIT Installation etc.

10.1 On receiving information from a FIT Generator as regards an Extension or Reduction to an Accredited FIT Installation, the Mandatory FIT Licensee shall:

10.1.1 notify the Authority;

10.1.2 provide such information as is required by the Authority to assess whether any Extension causes the Accredited FIT Installation to exceed the Specified Maximum Capacity and to update the Central FIT Register as regards such modifications.

10.2 On notification from the Authority that the Central FIT Register has been updated to reflect the new information, the Mandatory FIT Licensee shall:

10.2.1 unless clause 10.2.2 applies:

(a) treat the modified Accredited FIT Installation for the purposes of calculating FIT Payments in accordance with the updated

Central FIT Register and any instruction which may be issued by the Authority; and

(b) amend the Statement of FIT Terms as required and provide a copy to the FIT Generator;

10.2.2 if the Specified Maximum Capacity is exceeded, cease making FIT Payments.

10.3 In the event that the output of separate Accredited FIT Installations is not being separately measured, in calculating FIT Payments the Mandatory FIT Licensee shall pro-rate the amount of electricity generated or Exported by reference to the Total Installed Capacity of each Accredited FIT Installation.

10.3A In the event that the output of an accredited FIT installation and an installation that is not accredited is not being separately measured, in calculating FIT Payments, the Mandatory FIT Licensee shall pro-rate the amount of electricity generated or exported by reference to the Total Installed Capacity of the accredited FIT installation.

10.4 In the event a FIT Generator increases Small-scale Low-carbon Generation at a Site using an Eligible Low-carbon Energy Source different to that used in the existing Accredited FIT Installation Owned by the same FIT Generator, the Mandatory FIT Licensee shall treat this as a separate Accredited FIT Installation.

## 11. Change of status

11.1 In the event a Mandatory FIT Licensee ceases to have Mandatory FIT Licensee status, it shall be required subject to clauses 11.2 and 11.3 to:

11.1.1 continue its participation in the FIT Scheme as a Mandatory FIT Licensee until the later of:

(a) its next FIT Notification;

(b) the end of the FIT Year in which its status altered;

(c) the expiry of the period of at least 6 weeks' notice, required by clause 11.1.2 below;

11.1.2 notify in writing its change in status and consequences of that to the FIT Generators to which it makes FIT Payments allowing a notice period of at least 6 weeks.

11.2 Clause 11.3 applies to a licensee which-

11.2.1 was a Mandatory FIT Licensee immediately before 1st August 2012; but

11.2.2 is not within the definition of "Mandatory FIT Licensee" as amended with effect from 1st August 2012; and

11.2.3 gave notice to the Authority in writing by 30th September 2012 that it wished to-

(a) cease to be a FIT Licensee; or

(b) become a Voluntary FIT Licensee instead of a Mandatory FIT Licensee.

11.3 Where this clause applies to a licensee-

11.3.1 clause 11.1 shall not apply to it;

11.3.2 it shall be required to continue to participate in the FIT Scheme as a Mandatory FIT Licensee until the expiry of the notice period required by clause 11.3.3;

11.3.3 it must notify in writing its change of status and the consequences of that to the FIT Generators to which it makes FIT Payments allowing a notice period of at least 6 weeks; and

11.3.4 upon the expiry of that notice period it shall cease to be a FIT Licensee, or become a Voluntary FIT Licensee, as the case may be.

# PART 2 – VOLUNTARY FIT LICENSEES

## A BASIC PRINCIPLES

### 1. Application of Part 2

1.1 This Part 2 shall apply where the licensee is a Voluntary FIT Licensee.

1.2 A licensee must give notice to the Authority of its decision to act as a Voluntary FIT Licensee before it may participate in the FIT Scheme.

1.3 The Voluntary FIT Licensee is required to publish its status as a Voluntary FIT Licensee such that this information is easily accessible to the public.

### 2. To whom obligation is owed

2.1 The Voluntary FIT Licensee shall, subject to the terms of this FIT Scheme, be obliged to accept a request for FIT Payments from a FIT Generator as regards an Accredited FIT Installation with Total Installed Capacity of 50kW or less which occupies a Site to which the Voluntary FIT Licensee is the Relevant Electricity Supplier and as regards which the FIT Generator is also a Customer of that Voluntary FIT Licensee at that Site.

2.2 The Voluntary FIT Licensee shall not be obliged to make the FIT Scheme available to any FIT Generator falling outside the category in Part 2, clause 2.1 above but may elect to do so.

2.3 Where an event described in article 24A(1)(a) of the FIT Order has happened and a FIT generator has made a request to the Voluntary FIT Licensee to

transfer to that Licensee for FIT payments in respect of its accredited FIT installation, the Voluntary FIT Licensee shall, within 10 working days of receiving the request, confirm in writing to the FIT generator whether or not it accepts that request.

2.4 Where, following the events described in article 24B(1)(a) and (b) of the FIT Order, a FIT generator has made a request to the Voluntary FIT Licensee that its request for MCS-certified Registration be treated as having been made to that Licensee, the Voluntary FIT Licensee shall, within 10 working days of receiving the request, confirm in writing to the FIT generator whether or not it accepts that request.

## 3. Applicability of principles in Part 1 to Voluntary FIT Licensees

3.1 The Voluntary FIT Licensee shall be bound by the obligations set down in Part 1, clauses 3 to 10, the necessary changes having been made to adjust for the differing context, as regards:

3.1.1 FIT Generators falling into the category listed in Part 2, clause 2.1 which it is obliged to accept as a result of electing to become a Voluntary FIT Licensee;

3.1.2 FIT Generators which it elects to accept into the FIT Scheme pursuant to Part 2, clause 2.2;

3.1.3 FIT generators in respect of which it elects to accept requests following an event described in article 24A(1)(a) or 24B(1)(b) of the FIT Order.

## 4. Change of status

4.1 In the event a Voluntary FIT Licensee elects no longer to participate in the FIT Scheme as a Voluntary FIT Licensee, it shall:

4.1.1 notify the Authority and comply with any instructions provided;

4.1.2 be required to continue its existing obligations as a Voluntary FIT Licensee under the FIT Scheme until the later of:

(a) its next FIT Notification;

(b) the end of the FIT Year in which the notification required by Part 2, clause 4.1.1 is made;

(c) the expiry of the period of at least 6 weeks' notice, required by Part 2, clause 4.1.3;

4.1.3 notify in writing its change in status and the consequences of that to the FIT Generators to which it makes FIT Payments, allowing a notice period of at least 6 weeks.

# PART 3 – ALL LICENSEES

## 1. Application of Part 3

1.1 This Part 3 shall apply to all licensees.

## 2. Change of status

2.1 The licensee shall submit a FIT Notification to the Authority on or before 14th February in each year.

2.2 The FIT Notification shall state whether, in the following FIT Year, the licensee is to be-

2.2.1 a Mandatory FIT Licensee (by reference to its status as at 31st December of the preceding calendar year);

2.2.2 a Voluntary FIT Licensee; or

2.2.3 neither a Mandatory FIT Licensee nor a Voluntary FIT Licensee.

## 3. Levelisation Process

3.1 The licensee shall participate in the Levelisation Process as set out in the FIT Order, in accordance with the Authority's instructions, and:

3.1.1 cooperate with the Authority to provide such information as is required by it for the efficient administration of the Levelisation Process;

3.1.2 make Levelisation Payments in accordance with the Authority's instructions.

## 4. Insolvency Event

4.1 The licensee shall be obliged to take all reasonable steps to notify the Authority at the occurrence of an Insolvency Event.

## 5. Provision of information to Authority

5.1 The licensee shall be obliged to provide in a timely and practical format information reasonably required by the Authority in accordance with the FIT Order and pursuant to obligations arising from the FIT Scheme.

5.2 The licensee shall be obliged to retain documents relating to the FIT Scheme for a period of 5 years or such other period as the Authority may direct.

5.3 The documents referred to above shall include the following information in such form as directed from time to time by the Authority –

5.3.1 All meter readings taken from or supplied by FIT generators, including where applicable-

(a) the Generation Meter Readings or Export Meter Readings supplied to the licensee as part of the request for FIT payments in respect of each FIT installation; or

(b) Deemed Export Readings made in respect of the installation by the licensee;

5.3.2 Details of all FIT payments made to FIT generators throughout the operation of the FIT scheme; and

5.3.3 All FIT generators' written requests for MCS-certified registration (whether or not that request was accepted) and the date of each request.

## 6. Modification

6.1 Modifications to the provisions of the FIT Scheme set out in these Standard Licence Conditions shall be made in accordance with the provisions of section 42 EA08 insofar as such modifications fall within the scope of section 41 EA08.

## 7. In the event of inconsistency

7.1 In the event of inconsistency between any provision of this Schedule and any Order issued by the Secretary of State under sections 41 to 43 EA08, the latter shall prevail.

7.2 Where a licensee reasonably considers that complying with any Order by the Secretary of State under sections 41 to 43 EA08 will require it to act in a manner which is inconsistent with any provision of its Electricity Supply Licence, the licensee shall, without delay, inform the Authority and Secretary of State of such inconsistency.

ANNEX 1

ELIGIBILITY PERIOD TABLE

| *Installation* | *Eligible Low-Carbon Energy Source* | | |
|---|---|---|---|
| | *Solar Photovoltaic* | *Combined heat and power with an electrical capacity of 2kW or less* | *All other Eligible Low-carbon Energy Sources* |
| Eligible Installations Commissioned on or after 1 April 2010 | If the Eligibility Date is before 1 August 2012, 25 years commencing on the Eligibility Date.<br><br>If the Eligibility Date is on or after 1 August 2012, 20 years commencing on the Eligibility Date. | 10 years commencing on the Eligibility Date | 20 years commencing on the Eligibility Date |
| Eligible Installations Commissioned during the period commencing on 15 July 2009 and ending on 31 March 2010 which have not received accreditation under the ROO | 25 years commencing on 1 April 2010 | 10 years commencing on 1 April 2010 | 20 years commencing on 1 April 2010 |
| Eligible Installations with a declared net capacity of 50kW or less Commissioned during the period commencing on 15 July 2009 and ending on 31 March 2010 which have received accreditation under the ROO | 25 years commencing on 1 April 2010 | | 20 years commencing on 1 April 2010 |
| Eligible Installations with a declared net capacity greater than 50kW Commissioned during the period commencing on 15 July 2009 and ending on 31 March 2010 which were previously accredited under the ROO and which have an Eligibility Date of 1 April 2010 | 24 years and 6 months commencing on 1 April 2010 | | 19 years and 6 months commencing on 1 April 2010 |
| Eligible Installations with a declared net capacity greater than 50kW Commissioned during the period commencing on 15 July 2009 and ending on 31 March 2010 which were previously accredited under the ROO and which have an Eligibility Date of 1 April 2011 | 23 years and 6 months commencing on 1 April 2011 | | 18 years and 6 months commencing on 1 April 2011 |
| Eligible Installations with a declared net capacity of 50kW or less Commissioned on or before 14 July 2009 and accredited under the ROO on or before 31 March 2010 | the period commencing on 1 April 2010 and ending on 31 March 2027 | | the period commencing on 1 April 2010 and ending on 31 March 2027 |

## ANNEX 2

FIT PAYMENT RATES FOR ELECTRICITY GENERATED OR EXPORTED IN FIT YEAR 3

1. The FIT payment rates in Tables 1 to 3 apply in respect of electricity generated or exported in FIT Year 3.

2. The FIT payment rate for an Accredited FIT Installation of a description specified in the first column of one of Tables 1 to 3 and with a Tariff Date specified in the second column is the applicable rate specified in the corresponding entry in the third column.

3. All FIT payment rates in Tables 1 to 3 are pence per kilowatt hour at 2012/13 values.

4. In Table 2, the conditional date referred to in the entries in the second column for certain descriptions of installations applies only where the European Commission gives state aid approval on or before 31 March 2013 for the higher rate specified in the entry and in such case the conditional date is the later of (a) 1 December 2012, or (b) the date on which the approval is given. If state aid approval is not given on or before 31 March 2013, the lower rate specified in the entry applies throughout FIT Year 3.

5. The Generation Tariffs for electricity generated in FIT Year 3 by solar photovoltaic installations with a Tariff Date from 1 February to 31 march 2013, are the rates set out in the table published by the Authority for the period 1 February to 30 April 2013 pursuant to articles 13(2) of the Feed-in Tariffs (Specified Maximum Capacity and Functions) Order 2010.

Table 1 – Generation tariffs for solar photovoltaic Eligible Installations with a Tariff Date on or before 31 January 2013

| *Description* | *Period in which Tariff Date falls* | *Tariff* |
|---|---|---|
| Solar photovoltaic with total installed capacity of 4kW or less, where attached to or wired to provide electricity to a new building before first occupation | 1 April 2010 to 2 March 2012 | 39.60 |
| | 3 March 2012 to 31 March 2012 | 21.00 |
| | 1 April 2012 to 31 July 2012 | Higher rate<br>21.00<br>Middle rate<br>16.80<br>Lower rate<br>9.00 |
| | 1 August 2012 to 31 October 2012 | Higher rate<br>16.00<br>Middle rate<br>14.40<br>Lower rate<br>7.10 |
| | 1 November 2012 to 31 January 2013 | Higher rate<br>15.44<br>Middle rate<br>13.90<br>Lower rate<br>7.10 |
| | 1 April 2010 to 2 March 2012 | 45.40 |

| | | |
|---|---|---|
| Solar photovoltaic with total installed capacity of 4kW or less, where attached to or wired to provide electricity to a building which is already occupied | 3 March 2012 to 31 March 2012 | 21.00 |
| | 1 April 2012 to 31 July 2012 | Higher rate<br>21.00<br>Middle rate<br>16.80<br>Lower rate<br>9.00 |
| | 1 August 2012 to 31 October 2012 | Higher rate<br>16.00<br>Middle rate<br>14.40<br>Lower rate<br>7.10 |
| | 1 November 2012 to 31 January 2013 | Higher rate<br>15.44<br>Middle rate<br>13.90<br>Lower rate<br>7.10 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 4kW but not exceeding 10kW | 1 April 2010 to 2 March 2012 | 39.60 |
| | 3 March 2012 to 31 March 2012 | 16.80 |
| | 1 April 2012 to 31 July 2012 | Higher rate<br>16.80<br>Middle rate<br>13.40<br>Lower rate<br>9.00 |
| | 1 August 2012 to 31 October 2012 | Higher rate<br>14.50<br>Middle rate<br>13.05<br>Lower rate<br>7.10 |
| | 1 November 2012 to 31 January 2013 | Higher rate<br>13.99<br>Middle rate<br>12.59<br>Lower rate<br>7.10 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 10kW but not exceeding 50kW | 1 April 2010 to 2 March 2012 | 34.50 |
| | 3 March 2012 to 31 March 2012 | 15.20 |
| | 1 April 2012 to 31 July 2012 | Higher rate<br>15.20<br>Middle rate<br>12.20<br>Lower rate<br>9.00 |
| | 1 August 2012 to 31 October 2012 | Higher rate<br>13.50<br>Middle rate<br>12.15<br>Lower rate<br>7.10 |

| | | |
|---|---|---|
| | 1 November 2012 to 31 January 2013 | Higher rate<br>13.03<br>Middle rate<br>11.73<br>Lower rate<br>7.10 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50kW but not exceeding 100kW | 1 April 2010 to 31 July 2011 | 34.50 |
| | 1 August 2011 to 2 March 2012 | 19.90 |
| | 3 March 2012 to 31 March 2012 | 12.90 |
| | 1 April 2012 to 31 July 2012 | Higher rate<br>12.90<br>Middle rate<br>10.30<br>Lower rate<br>9.00 |
| | 1 August 2012 to 31 January 2013 | Higher rate<br>11.50<br>Middle rate<br>10.35<br>Lower rate<br>7.10 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 100kW but not exceeding 150kW | 1 April 2010 to 31 July 2011 | 32.20 |
| | 1 August 2011 to 2 March 2012 | 19.90 |
| | 3 March 2012 to 31 March 2012 | 12.90 |
| | 1 April 2012 to 31 July 2012 | Higher rate<br>12.90<br>Middle rate<br>10.30<br>Lower rate<br>9.00 |
| | 1 August 2012 to 31 January 2013 | Higher rate<br>11.50<br>Middle rate<br>10.35<br>Lower rate<br>7.10 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 150kW but not exceeding 250kW | 1 April 2010 to 31 July 2011 | 32.20 |
| | 1 August 2011 to 2 March 2012 | 15.70 |
| | 3 March 2012 to 31 March 2012 | 12.90 |
| | 1 April 2012 to 31 July 2012 | Higher rate<br>12.90<br>Middle rate<br>10.30<br>Lower rate<br>9.00 |
| | 1 August 2012 to 31 January 2013 | Higher rate<br>11.00<br>Middle rate<br>9.90<br>Lower rate<br>7.10 |
| Solar photovoltaic (other than stand-alone) with total | 1 April 2010 to 31 July 2011 | 32.20 |
| | 1 August 2011 to 31 July 2012 | 8.90 |

| | | |
|---|---|---|
| installed capacity greater than 250kW | 1 August 2012 to 31 January 2013 | 7.10 |
| Stand-alone (autonomous) solar photovoltaic (not attached to a building and not wired to provide electricity to an occupied building) | 1 April 2010 to 31 July 2011 | 32.20 |
| | 1 August 2011 to 31 July 2012 | 8.90 |
| | 1 August 2012 to 31 January 2013 | 7.10 |

Table 2 – Generation tariffs for other Eligible Installations with a Tariff Date on or before 31 March 2013

| *Description* | *Period in which Tariff Date falls* | *Tariff* |
|---|---|---|
| Anaerobic digestion with total installed capacity of 250kW or less | 1 April 2010 to 29 September 2011 | 12.70 |
| | 30 September 2011 to 31 March 2013 | 14.70 |
| Anaerobic digestion with total installed capacity greater than 250kW but not exceeding 500kW | 1 April 2010 to 29 September 2011 | 12.70 |
| | 30 September 2011 to 31 March 2013 | 13.60 |
| Anaerobic digestion with total installed capacity greater than 500kW | 1 April 2010 to 30 November 2012 | 9.90 |
| | 1 December 2012 to 31 March 2013 | 8.96 |
| Hydro generating station with total installed capacity of 15kW or less | 1 April 2010 to 30 November 2012 | 21.90 |
| | 1 December 2012 to 31 March 2013 | 21.00 |
| Hydro generating station with total installed capacity greater than 15kW but not exceeding 100kW | 1 April 2010 to 31 March 2013 | 19.60 |
| Hydro generating station with total installed capacity greater than 100kW but not exceeding 500kW | before the Conditional Date | 12.10 |
| | on or after the Conditional Date | 15.50 |
| Hydro generating station with total installed capacity greater than 500kW but not exceeding 2MW | 1 April 2010 to 31 March 2013 | 12.10 |
| Hydro generating station with total installed capacity greater than 2MW | 1 April 2010 to 30 November 2012 | 4.90 |
| | 1 December 2012 to 31 March 2013 | 4.48 |
| Wind with total installed capacity of 1.5kW or less | 1 April 2010 to 31 March 2012 | 37.90 |
| | 1 April 2012 to 30 November 2012 | 35.80 |
| | 1 December 2012 to 31 March 2013 | 21.00 |
| Wind with total installed capacity greater than 1.5kW but not exceeding 15kW | 1 April 2010 to 31 March 2012 | 29.30 |
| | 1 April 2012 to 30 November 2012 | 28.00 |
| | 1 December 2012 to 31 March 2013 | 21.00 |
| Wind with total installed capacity greater than 15kW but not exceeding 100kW | 1 April 2010 to 31 March 2012 | 26.50 |
| | 1 April 2012 to 30 November 2012 | 25.40 |
| | 1 December 2012 to 31 March 2013 | 21.00 |
| Wind with total installed capacity greater than 100kW but not exceeding 500kW | 1 April 2010 to 30 November 2012 | 20.60 |
| | 1 December 2012 to 31 March 2013 | 17.50 |
| Wind with total installed capacity greater than 500kW but not exceeding 1.5MW | 1 April 2010 to 30 November 2012 | 10.40 |
| | 1 December 2012 to 31 March 2013 | 9.50 |
| Wind with total installed capacity greater than 1.5MW | 1 April 2010 to 30 November 2012 | 4.90 |
| | 1 December 2012 to 31 March 2013 | 4.48 |
| Combined Heat and Power with total installed electrical capacity of 2kW or less (tariff only available for 30,000 units) | before the Conditional Date | 11.00 |
| | on or after the Conditional Date | 12.50 |
| Eligible Installations with a declared net capacity of 50kW or less Commissioned on | 1 April 2010 to 31 March 2013 | 9.90 |

| | | |
|---|---|---|
| or before 14 July 2009 and accredited under the ROO on or before 31 March 2010 | | |

Table 3 – Export Tariffs

| *Description* | *Period in which Tariff Date falls* | *Tariff* |
|---|---|---|
| Solar photovoltaic Eligible Installations | 1 April 2010 to 31 July 2012 | 3.20 |
| | on or after 1 August 2012 | 4.50 |
| All other Eligible Installations | 1 April 2010 to 30 November 2012 | 3.20 |
| | on or after 1 December 2012 | 4.50 |

ANNEX 3

FIT PAYMENT RATES FOR SOLAR PHOTOVOLTAIC ELIGIBLE INSTALLATIONS WITH A TARIFF DATE ON OR AFTER 1 APRIL 2013

Interpretation

1. "Solar Tariff Period" means one of the periods specified in the first column of the following table; and "Solar Deployment Period", in relation to a Solar Tariff Period specified in the first column of the following table, means the period specified in the corresponding entry in the second column.

| Solar Tariff Period | Solar Deployment Period |
|---|---|
| 1 August 2012 to 31 October 2012 | |
| 1 November 2012 to 31 January 2013 | |
| 1 February 2013 to 30 April 2013 | |
| 1 May 2013 to 30 June 2013 | 1 November 2012 to 31 January 2013 |
| 1 July 2013 to 30 September 2013 | 1 February 2013 to 31 March 2013 |
| 1 October to 31 December (in 2013, 2014 and 2015) | The preceding 1 April to 30 June |
| 1 January to 31 March (in 2014 and 2015) | The preceding 1 July to 30 September |
| 1 April to 30 June (in 2014 and 2015) | The preceding 1 October to 31 December |
| 1 July to 30 September (in 2014 and 2015) | The preceding 1 January to 31 March |
| 1 January 2016 to 7 February 2016 | 1 July 2015 to 30 September 2015 |

1A. Subject to paragraphs 1C and 1D, for the purposes of this Annex, "stand-alone solar photovoltaic" means-

(a) for all Solar Deployment Periods and Solar Tariff Periods occurring before 1 July 2015, a solar photovoltaic installation which is not wired to provide electricity to a building;

(b) for the 1 July to 30 September 2015 Solar Deployment Period and all subsequent Solar Deployment Periods and Solar Tariff Periods, a solar-photovoltaic installation which either-

(i) is not wired to provide electricity to a building; or

(ii) is an installation with a Total Installed Capacity greater that 250kW which is wired to provide electricity to a building or buildings where at least one of the conditions in paragraph 1B apply.

1B. The conditions in this paragraph are that the maximum amount of electricity that could be-

(a) conveyed by one or more import connections to; or

(b) used by any Plant wired to,

any building or buildings to which the solar photovoltaic installation is wired to provide electricity is, in each case, less than the qualifying amount.

In this paragraph–

"building" means a roofed construction having walls;

"import connection" means a connection to a transmission system or distribution system (within the meaning of section 4(4) of the Electricity Act 1989) for the purpose of enabling electricity to be conveyed from that system; and

"qualifying amount" means an amount equivalent to 10% of the solar photovoltaic installation's Declared Net Capacity.

1C. A solar photovoltaic installation with an Eligibility Date on or after 1 July 2015 shall not be considered to be stand-alone solar photovoltaic if it is an extension to an existing Accredited FIT Installation which is not stand-alone solar photovoltaic.

1D. A solar photovoltaic installation wired to provide electricity to a building which was granted preliminary accreditation by the Authority in accordance with Article 9 of the FIT Order which has-

(a) a Total Installed Capacity greater than 250kW, and

(b) a Tariff Date before 1 July 2015,

shall be considered not to be stand-alone solar photovoltaic.

Installations with a Tariff Date in April 2013

2. For Eligible Installations with a Tariff Date from 1 April 2013 to 30 April 2013, the Generation Tariff applicable in relation to electricity generated in FIT Year 4 is the rate set out in the table referred to in paragraph 5 of Annex 2.

Contents of the Quarterly Solar Tariff Table

3. The following paragraphs apply in relation to Eligible Installations with a Tariff Date from 1 May 2013 to 7 February 2016.

4. The Quarterly Solar Tariff Table shall set out the Generation Tariffs which are to apply, in relation to electricity generated in the FIT Year in which the Tariff Date falls, to Eligible Installations of each of the following descriptions with a Tariff Date in the Solar Tariff Period to which the table relates-

- Solar photovoltaic with total installed capacity not exceeding 4kW, wired to provide electricity to a new building;
- Solar photovoltaic with total installed capacity not exceeding 4kW, wired to provide electricity to a existing building;
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 4kW but not exceeding 10kW;
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 10kW but not exceeding 50kW;
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50kW but not exceeding 100kW;
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 100kW but not exceeding 150kW;
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 150kW but not exceeding 250kW;
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 250kW;

- Stand-alone solar photovoltaic.

5. The Quarterly Solar Tariff Table shall specify-

   (a) a higher rate, middle rate and lower rate for the first to seventh descriptions of installations in paragraph 4; and

   (b) a standard rate for the eighth and ninth descriptions of installations in paragraph 4.

6. Where a higher rate, middle rate and lower rate are to be specified for a description of Eligible Installation-

   (a) the higher rate shall be determined in accordance with paragraphs 9 to 22;

   (b) the middle rate shall be 90% of the higher rate unless that is less than the lower rate, in which case it shall be equal to the lower rate; and

   (c) the lower rate shall be equal to the standard rate for solar photovoltaic installations (other than stand-alone) with total installed capacity greater than 250kW for that Solar Tariff Period.

7. Where only a standard rate is to be specified for a description of Eligible Installation, that rate shall be determined in accordance with paragraphs 9 and 16 to 22.

8. FIT payment rates in the Quarterly Solar Tariff Table shall be expressed as pence per kilowatt hour and calculated to two decimal places.

Determination of higher rate and standard rate

9. The higher rate or standard rate for a description of Eligible Installation shall, subject to paragraphs 19 to 22, be the higher rate or standard rate applying to installations of that description with a Tariff Date in the preceding Solar Tariff Period, minus the relevant percentage of that rate (the "degression rate") determined in accordance with the following paragraphs.

(a) Installations with up to and including 10kW total installed capacity (other than stand-alone installations)

10. Paragraph 11 applies to the following descriptions of Eligible Installations –

- Solar photovoltaic with total installed capacity of 4kW or less, wired to provide electricity to a new building;
- Solar photovoltaic with total installed capacity of 4kW or less, wired to provide electricity to an existing building;
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 4kW but not exceeding 10kW.

11. Where the aggregate capacity of all solar photovoltaic installations with a Declared Net Capacity of 10kW or less deployed in the relevant Solar Deployment Period is within a range specified in the first column of the following table, the degression rate

for each description of installation to which this paragraph applies is the rate specified in the corresponding entry in the second column:

| *Aggregate Declared Net Capacity of all solar photovoltaic installations with a Declared Net Capacity of 10kW or less deployed in the Solar Deployment Period* | *Degression rate* |
|---|---|
| Not more than 100MW | nil |
| More than 100MW but not more than 200MW | 3.5% |
| More than 200MW but not more than 250MW | 7.0% |
| More than 250MW but not more than 300MW | 14.0% |
| More than 300MW | 28.0% |

12. For the purposes of paragraph 11, the aggregate Declared Net Capacity of solar photovoltaic installations with a Declared Net Capacity of 10kW or less deployed in a Solar Deployment Period shall—

(a) for the Solar Deployment Periods before the 1 January to 31 March 2015 Solar Deployment Period, be taken to be the amount determined and published by the Secretary of State under paragraph 2(a) of Schedule 2 to the FIT Order in relation to that Solar Deployment Period.

(b) for the 1 January to 31 March 2015 and any subsequent Solar Deployment Period, be taken to be the amount determined and published by the Secretary of State under paragraph 2A(a) of Schedule 2 to the FIT Order in relation to that Solar Deployment Period.

(c) Installations with more than 10kW and up to and including 50kW total installed capacity (other than stand-alone installations).

13. Paragraph 14 applies to the following description of Eligible Installations –

- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 10kW but not exceeding 50kW.

14. Where the aggregate Declared Net Capacity of all solar photovoltaic installations with a Declared Net Capacity of more than 10kW but not more than 50kW deployed in the relevant Solar Deployment Period is within a range specified in the first column of the following table, the degression rate for the description of installations to which this paragraph applies is the rate specified in the corresponding entry in the second column:

| *Aggregate Declared Net Capacity of all solar photovoltaic installations with a Declared Net Capacity of more than 10kW but not more than 50kW deployed in the Solar Deployment Period* | *Degression rate* |
|---|---|
| Not more than 50MW | nil |
| More than 50MW but not more than 100MW | 3.5% |

| | |
|---|---|
| More than 100MW but not more than 150MW | 7.0% |
| More than 150MW but not more than 200MW | 14.0% |
| More than 200MW | 28.0% |

15. For the purposes of paragraph 14, the aggregate Declared Net Capacity of solar photovoltaic installations with a Declared Net Capacity of more than 10kW but not more than 50kW deployed in a Solar Deployment Period shall—

(a) for the Solar Deployment Periods before the 1 January to 31 March 2015 Solar Deployment Period, be taken to be the amount determined and published by the Secretary of State under paragraph 2(b) of Schedule 2 to the FIT Order in relation to that Solar Deployment Period.

(b) for the 1 January to 31 March 2015 and any subsequent Solar Deployment Period, be taken to be the amount determined and published by the Secretary of State under paragraph 2A(b) of Schedule 2 to the FIT Order in relation to that Solar Deployment Period.

(c) Installations with more than 50kW total installed capacity and stand-alone installations

16. Paragraph 17 applies to the following descriptions of Eligible Installations –

- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50kW but not exceeding 100kW
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 100kW but not exceeding 150kW
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 150kW but not exceeding 250kW
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 250kW
- Stand-alone solar photovoltaic (not wired to provide electricity to a building)

17. For the Solar Deployment Periods before the 1 January to 31 March 2015 Solar Deployment Period, where the aggregate Total Installed Capacity of solar photovoltaic installations with a Declared Net Capacity of more than 50kW deployed in the relevant Solar Deployment Period is within a range specified in the first column of the following table, the degression rate for each description of installation to which this paragraph applies is the rate specified in the corresponding entry in the second column:

| *Aggregate Total Installed Capacity of solar photovoltaic installations with a Declared Net Capacity of more than 50kW deployed in Solar Deployment Period* | *Degression rate* |
|---|---|
| Not more than 50MW | nil |

| | |
|---|---|
| More than 50MW but not more than 100MW | 3.5% |
| More than 100MW but not more than 150MW | 7.0% |
| More than 150MW but not more than 200MW | 14.0% |
| More than 200MW | 28.0% |

18. For the purposes of paragraph 17, the aggregate Total Installed Capacity of solar photovoltaic installations deployed in a Solar Deployment Period with a Declared Net Capacity of more than 50kW shall be taken to be the total of the amounts determined and published by the Secretary of State under paragraph 2(c)(i) and 2(c)(ii) of Schedule 2 to the FIT Order in relation to that Solar Deployment Period.

(d) Installations with more than 50kW total installed capacity (other than stand-alone installations)

18A. Paragraph 18B applies to the following descriptions of Eligible Installations—

- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50kW but not exceeding 100kW
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 100kW but not exceeding 150kW
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 150kW but not exceeding 250kW
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 250kW

18B. For the 1 January to 31 March 2015 and any subsequent Solar Deployment Period, where the aggregate Total Installed Capacity of solar photovoltaic installations (other than stand-alone) with a Declared Net Capacity of more than 50kW deployed in the relevant Solar Deployment Period is within a range specified in the first column of the following table, the degression rate for each description of installation to which this paragraph applies is the rate specified in the corresponding entry in the second column:

| *Aggregate Total Installed Capacity of solar photovoltaic installations (other than stand-alone) with a Declared Net Capacity of more than 50kW deployed in the Solar Deployment Period* | *Degression rate* |
|---|---|
| Not more than 32.5MW | nil |
| More than 32.5MW but not more than 65MW | 3.5% |
| More than 65MW but not more than 97.5MW | 7.0% |
| More than 97.5MW but not more than 130MW | 14.0% |
| More than 130MW | 28.0% |

18C. For the purposes of paragraph 18B, the aggregate Total Installed Capacity of solar photovoltaic installations (other than stand-alone) deployed in a Solar Deployment Period with a Declared Net Capacity of more than 50kW shall be taken to be the amount determined and published by the Secretary of State under paragraph 2A(c) of Schedule 2 to the FIT Order in relation to that Solar Deployment Period.

(e) Stand-alone installations

18D. Paragraph 18E applies to the following descriptions of Eligible Installations:

- Stand-alone solar photovoltaic.

18E. For the 1 January to 31 March 2015 and any subsequent Solar Deployment Period, where the aggregate capacity of stand-alone solar photovoltaic installations deployed in the relevant Solar Deployment Period is within a range specified in the first column of the following table, the degression rate for stand-alone solar photovoltaic installations is the rate specified in the corresponding entry in the second column:

| *Aggregate capacity of stand-alone solar photovoltaic installations deployed in the Solar Deployment Period* | *Degression rate* |
|---|---|
| Not more than 17.5MW | nil |
| More than 17.5MW but not more than 35MW | 3.5% |
| More than 35MW but not more than 52.5MW | 7.0% |
| More than 52.5MW but not more than 70MW | 14.0% |
| More than 70MW | 28.0% |

18F. For the purposes of paragraph 18E, the aggregate capacity of stand-alone solar photovoltaic installations deployed in a Solar Deployment Period shall be taken to be the amount determined and published by the Secretary of State under paragraph 2A(d) of Schedule 2 to the FIT Order in relation to that Solar Deployment Period.

Degression for installations with a Tariff Date in the Solar Tariff Period from 1 July to 30 September 2013

19. In relation to the Quarterly Solar Tariff Table setting out the FIT Payment Rates to apply to installations with a Tariff Date in the Solar Tariff Period from 1 July to 30 September 2013, paragraphs 11, 14 and 17 are to apply as if each of the aggregate capacities in the tables in those paragraphs was two-thirds of the amount specified, rounded up to the nearest megawatt.

Adjustments to tariffs

20. The higher rate or standard rate for the Generation Tariff for a description of Eligible Installation with a Tariff Date in the Solar Tariff Period from 1 May to 30 June 2013 or any subsequent Solar Tariff Period shall not exceed a rate 3.5% less than the higher rate or standard rate which applied to installations of that description (or the most nearly corresponding description in Table 1 in Annex 2) with a Tariff Date three Solar Tariff Periods previously.

21. Paragraph 22 applies if, upon applying paragraphs 9 to 20 –

(a) the higher rate for installations (other than stand-alone) with Total Installed Capacity greater than 10kW but not exceeding 50kW would be more than the higher rate for installations (other than stand-alone) with Total Installed Capacity greater than 4kW but not exceeding 10kW; or

(b) the higher rate for installations (other than stand-alone) with Total Installed Capacity –

(i) greater than 50kW but not exceeding 100kW;

(ii) greater than 100kW but not exceeding 150kW; or

(iii) greater than 150kW but not exceeding 250kW,

would be more than the higher rate (after any adjustment under paragraph 20) for installations (other than stand-alone) with total installed capacity greater than 10kW but not exceeding 50kW; or

(c) the rate for -

(i) installations (other than stand-alone) with Total Installed Capacity greater than 250kW, or

(ii) stand-alone installations,

would be more than the higher rate (after any adjustment under paragraph 20) for installations (other than stand-alone) with Total Installed Capacity greater than 150kW but not exceeding 250kW.

22. Where this paragraph applies, the higher rate or standard rate for installations of the first-mentioned descriptions in sub-paragraph (a), (b) or (c) of paragraph 21 shall be reduced so that it is equal to the higher rate for installations of the second-mentioned description in that sub-paragraph.

ANNEX 4

ANNUAL FIT PAYMENT RATE TABLES FOR FIT YEAR 4 (2013-14) AND SUBSEQUENT YEARS

PART 1

General

Interpretation

1. In this Annex –

"**CPI**" means the percentage increase or decrease in the Consumer Price Index over the 12 month period ending on 31st December immediately before the start of the relevant FIT Year;

"**existing installation**" means an Eligible Installation with a Tariff Date before 15th January 2016;

"**relevant FIT Year**", in relation to Annual FIT Payment Rate Tables, means the FIT Year in relation to which those tables apply; and

"**RPI**" means the percentage increase or decrease in the Retail Price Index over the 12 month period ending on 31st December immediately before the start of the relevant FIT Year.

Contents of the Tables

2. The Annual FIT Payment Rate Tables for a FIT Year shall set out –

(b) the Generation Tariffs which are to apply in the relevant FIT Year to existing installations; and

(c) the Export Tariffs which are to apply in the relevant FIT Year to all Eligible Installations.

3. FIT payment rates in the Annual FIT Payment Rate Tables –

(a) for FIT Year 4, are to be determined in accordance with Part 2 of this Annex;

(b) for FIT Years from FIT Year 5 up to and including FIT Year 16, are to be determined in accordance with Part 3 of this Annex; and

(c) for FIT Year 17 and subsequent FIT Years, are to be determined in accordance with Part 4 of this Annex.

4. FIT payment rates in the Annual FIT Payment Rate Tables shall be expressed as pence per kilowatt hour and calculated to two decimal places.

PART 2

FIT Payment Rates for FIT Year 4 (2013-14)

5. The Generation Tariff for electricity generated in FIT Year 4 by a new installation other than a solar photovoltaic installation shall, subject to paragraphs 6 and 7, be the rate applying in FIT Year 3 to an installation of the same description with a Tariff Date of 31 March 2013, adjusted by RPI.

6. The Generation Tariff for electricity generated in FIT Year 4 by a new installation of a description in the first column of the following table shall be the rate set out in the corresponding entry in the second column, adjusted by RPI.

| *Description of installation* | *Generation Tariff (subject to adjustment by RPI)* |
|---|---|
| Wind with total installed capacity greater than 1.5MW | 4.03 p/kWh |
| Hydro generating station with total installed capacity greater than 2MW | 3.13 p/kWh |

7. If –

(a) under Table 2 in Annex 2, different Generation Tariffs for a description of installation are specified as applying in FIT Year 3 to installations of that description with a Tariff Date before, and to installations with a Tariff Date on or after, the Conditional Date; and

(b) the Conditional Date does not occur during FIT Year 3, but occurs during FIT Year 4,

the Generation Tariff for electricity generated in FIT Year 4 by a new installation of that description shall be –

(i) for a new installation with a Tariff Date before the Conditional Date, the lower of the rates specified in Table 2 in Annex 2 for installations of that description, adjusted by RPI; and

(ii) for a new installation with a Tariff Date on or after the Conditional Date, the higher of the rates specified in Table 2 in Annex 2 for installations of that description, adjusted by RPI.

8. The Generation Tariff for electricity generated in FIT Year 4 by an existing installation shall be –

(a) for –

(i) existing installations other than solar photovoltaic installations, and

(ii) solar photovoltaic installations except those referred to in sub-paragraph (b),

the rate applying in FIT Year 3 adjusted by RPI; and

(b) for solar photovoltaic installations with a Tariff Date between 1 November 2012 and 31 March 2013, the rate applying in FIT Year 3 without any adjustment.

9. The Export Tariff for electricity exported in FIT Year 4 –

(a) from an existing installation, shall be the rate applying in FIT Year 3 adjusted by RPI; and

(b) from a new installation, shall be the rate applying in FIT Year 3 to an installation of the same description with a Tariff Date of 31 March 2013, adjusted by RPI.

PART 3

FIT Payment Rates for FIT Years from FIT Year 5 (2014-2015) up to and including FIT Year 16 (2025-26)

Chapter 2

Generation Tariffs for existing installations

28. The Generation Tariff for electricity generated by an existing installation in the relevant FIT Year shall be-

(a) for-

(i) existing installations other than solar photovoltaic installations, and

(ii) solar photovoltaic installations except those referred to in sub-paragraph (b),

the rate applying in the preceding FIT Year, adjusted by RPI;

(b) for solar photovoltaic installations with a Tariff Date between 1 January and 31 March in the preceding FIT Year, the rate applying in the preceding FIT Year without any adjustment.

Chapter 3

Export Tariffs

29. The Export Tariff for electricity exported in the relevant FIT Year –

(a) from an existing installation, shall be the rate applying in the preceding FIT Year adjusted by RPI; and

PART 4

FIT Payment Rates for FIT Year 17 (2026-27) and subsequent FIT Years

Chapter 1

Generation Tariffs

30. The Generation Tariff for electricity generated by an existing installation in the relevant FIT Year shall be the rate applying in the preceding FIT Year, adjusted by CPI.

Chapter 2

Export Tariffs

31. The Export Tariff for electricity exported in the relevant FIT Year from an existing installation shall be the rate applying in the preceding FIT Year adjusted by CPI."

ANNEX 4A

FIT PAYMENT RATES FOR ELECTRICITY GENERATED OR EXPORTED BY ELIGIBLE INSTALLATIONS WITH A TARIFF DATE ON OR AFTER 8 FEBRUARY 2016

Introduction

1. The availability of all generation tariffs in this Annex, including all those to be set out with adjustments in the Quarterly Tariff Tables, is subject to Part 3 of the FIT Order (accreditation and matters relating to accreditation).

2. In this Annex:

"Applied for" means applications for accreditation and for preliminary accreditation as defined in Article 8B of the FIT Order;

"CPI" has the definition set out in Annex 4;

"Deployment Period" means, in respect of a Tariff Period –

(a) for the Tariff Period beginning on 1st April 2016, the period from 8th February 2016 to 31st March 2016; and

(b) for all later Tariff Periods, the period equivalent to the preceding Tariff Period";

"Existing installation" means an eligible installation with a tariff date before the start of the relevant FIT year;

"New installation" means an eligible installation with a tariff date in the relevant FIT year;

"Quarterly Tariff Table" means the table of Generation Tariffs for Eligible Installations to be published by the Authority in accordance with the FIT Order

and Part 1 clause 3.4 of and Annex 4A and 5 to this Schedule for FIT year 7 and subsequent FIT years;

"Relevant Period in FIT year 6" means the period from 8th February 2016 to 31st March 2016;

"RPI" has the definition set out in Annex 4;

"Stand-alone solar photovoltaic" has the definition set out in clause 1A to Annex 3.

3. All rates in Tables 1 and 2ZA, 2ZB, 2A, 2B and 2C are in pence per kilowatt hour.

## PART 1

## GENERATION TARIFF FOR ELIGIBLE INSTALLATIONS WITH A TARIFF DATE IN THE RELEVANT PERIOD IN FIT YEAR 6

4. The generation tariff rates in Table 1 apply in respect of electricity generated in the Relevant Period in FIT year 6 by installations with a Tariff Date between 8th February 2016 and 31st March 2016.

5. The generation tariff rate for an Accredited FIT Installation of a description specified in the first column of Table 1 is the applicable rate specified in the second column.

Table 1- Generation tariffs for Eligible Installations with a Tariff Date that falls in the Relevant Period in FIT year 6

| *Description* | *Tariff* |
|---|---|
| Anaerobic digestion with total installed capacity of 250kW or less | 9.12 |
| Anaerobic digestion with total installed capacity greater than 250kW but not exceeding 500kW | 8.42 |
| Anaerobic digestion with total installed capacity greater than 500kW | 8.68 |
| Combined Heat and Power with total installed capacity of 2kW or less | 13.45 |
| Hydro generating station with total installed capacity of 100kW or less | 8.54 |
| Hydro generating station with total installed capacity greater than 100kW but not exceeding 500kW | 6.14 |
| Hydro generating station with total installed capacity greater than 500kW but not exceeding 2 MW | 6.14 |
| Hydro generating station with total installed capacity greater than 2 MW | 4.43 |

| | |
|---|---|
| Solar photovoltaic (other than stand-alone) with total installed capacity of 10 kW or less | Higher rate 4.39 |
| | Middle rate 3.95 |
| | Lower rate 0.87 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 10 kW but not exceeding 50kW | Higher rate 4.59 |
| | Middle rate 4.13 |
| | Lower rate 0.87 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50 kW but not exceeding 250kW | Higher rate 2.70 |
| | Middle rate 2.43 |
| | Lower rate 0.87 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 250 kW but not exceeding 1 MW | 2.27 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 1 MW | 0.87 |
| Stand-alone solar photovoltaic | 0.87 |
| Wind with total installed capacity of 50kW or less | 8.53 |
| Wind with total installed capacity greater than 50kW but not exceeding 100 kW | 8.53 |
| Wind with total installed capacity greater than 100 kW but not exceeding 41.5 MW | 5.46 |
| Wind with total installed capacity exceeding 1.5MW | 0.86 |

PART 2

GENERATION TARIFF RATES FOR ELIGIBLE INSTALLATIONS WITH A TARIFF DATE ON OR AFTER 1 APRIL 2016.

6. The following paragraphs apply to eligible installations with a tariff date on or after 1st April 2016.

7. For anaerobic digestion installations with a Tariff Date during FIT Year 7, the generation tariff will be that as specified for such installations in Table 1, subject to adjustments as provided for in paragraph 15 and following.

8. For combined heat and power installations with a Tariff Date during FIT Year 7, the generation tariff shall be that as specified for such installations in Table 1, adjusted at the end of each FIT year by RPI.

8A For anaerobic digestion installations, and combined heat and power installations, with a Tariff Date during FIT Year 8 the Generation Tariffs are those set out in Table 2ZA, adjusted as provided for in paragraph 15 and following, and published in the Quarterly Tariff Table.

Table 2ZA: Generation Tariffs for certain installations with a Tariff Date between 1 April 2017 and 31 March 2018.

| | 1 April to 30 June 2017 | 1 July to 30 September 2017 | 1 October to 31 December 2017 | 1 January 2017 to 31 March 2018 |
|---|---|---|---|---|
| Anaerobic digestion with total installed capacity of 250kW or less | 6.93 | 6.88 | 6.83 | 6.78 |
| Anaerobic digestion with total installed capacity greater than 250kW but not exceeding 500kW | 6.56 | 6.51 | 6.47 | 6.43 |
| Anaerobic digestion with total installed capacity greater than 500kW | 2.49 | 2.45 | 2.42 | 2.38 |
| Combined Heat and Power with total installed capacity of 2kW or less | 13.95 | | 13.95 | |

8B For anaerobic digestion installations, and combined heat and power installations, with a Tariff Date during FIT Year 9, the Generation Tariffs are those set out in Table 2ZB, adjusted—

a) at the end of FIT Year 8 by RPI; and
b) as provided for in paragraph 15 and following,

and published in the Quarterly Tariff Table.

Table 2ZB: Generation Tariffs for certain installations with a Tariff Date between 1 April 2018 and 31 March 2019.

| | 1 April to 30 June 2018 | 1 July to 30 September 2018 | 1 October to 31 December 2018 | 1 January 2019 to 31 March 2019 |
|---|---|---|---|---|
| Anaerobic digestion with total installed capacity of 250kW or less | 6.73 | 6.68 | 6.63 | 6.58 |
| Anaerobic digestion with total installed capacity greater than 250kW but not exceeding 500kW | 6.38 | 6.34 | 6.30 | 6.25 |
| Anaerobic digestion with total installed capacity greater than 500kW | 2.35 | 2.31 | 2.27 | 2.24 |
| Combined Heat and Power with total installed capacity of 2kW or less | 13.95 | | 13.95 | |

9. For all other eligible installations, the generation tariffs are those set out in Tables 2A to 2C, adjusted-

(a) at the end of each FIT year by RPI; and

(b) as provided for in paragraph 15 and following,

and published in the Quarterly Tariff Table.

Table 2A: Generation Tariffs for installations with a Tariff Date between 1 April 2016 and 31 March 2017.

| | 1 April to 30 June 2016 | 1 July to 30 September 2016 | 1 October to 31 December 2016 | 1 January to 31 March 2017 |
|---|---|---|---|---|
| Hydro generating station with total installed capacity of 100kW or less | 8.53 | 8.51 | 8.50 | 8.48 |
| Hydro generating station with total installed capacity greater than 100Kw but not exceeding 500Kw | 6.14 | 6.13 | 6.12 | 6.11 |
| Hydro generating station with total installed capacity greater than 500Kw but not exceeding 2 MW | 6.14 | 6.13 | 6.12 | 6.11 |
| Hydro generating station with total installed capacity greater than 2 MW | 4.43 | 4.43 | 4.43 | 4.43 |
| Solar photovoltaic (other than stand-alone) with total installed capacity of 10 Kw or less | 4.32 | 4.25 | 4.18 | 4.11 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 10 Kw but not exceeding 50Kw | 4.53 | 4.46 | 4.39 | 4.32 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50 Kw but not exceeding 250Kw | 2.64 | 2.58 | 2.51 | 2.45 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 250 Kw but not exceeding 1 MW | 2.21 | 2.15 | 2.09 | 2.03 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 1 MW | 0.82 | 0.76 | 0.70 | 0.64 |
| Stand-alone solar photovoltaic | 0.82 | 0.76 | 0.70 | 0.64 |
| Wind with total installed capacity of 50Kw or less | 8.46 | 8.39 | 8.33 | 8.26 |
| Wind with total installed capacity greater than 50kW but not exceeding 100 kW | 8.46 | 8.46 | 8.33 | 8.26 |
| Wind with total installed capacity greater than 100kW but not exceeding 1.5 MW | 5.43 | 5.43 | 5.37 | 5.34 |
| Wind with total installed capacity exceeding 1.5MW | 0.85 | 0.85 | 0.83 | 0.82 |

Table 2B: Generation Tariffs for installations with a Tariff Date between 1 April 2017 and 31 March 2018.

| | 1 April to 30 June 2017 | 1 July to 30 September 2017 | 1 October to 31 December 2017 | 1 January to 31 March 2018 |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| Hydro generating station with total installed capacity of 100kW or less | 8.46 | 8.45 | 8.43 | 8.42 |
| Hydro generating station with total installed capacity greater than 100Kw but not exceeding 500Kw | 6.11 | 6.10 | 6.09 | 6.09 |
| Hydro generating station with total installed capacity greater than 500Kw but not exceeding 2 MW | 6.11 | 6.10 | 6.09 | 6.09 |
| Hydro generating station with total installed capacity greater than 2 MW | 4.43 | 4.43 | 4.43 | 4.43 |
| Solar photovoltaic (other than stand-alone) with total installed capacity of 10 Kw or less | 4.04 | 3.97 | 3.90 | 3.83 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 10 Kw but not exceeding 50Kw | 4.25 | 4.19 | 4.12 | 4.05 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50 Kw but not exceeding 250Kw | 2.39 | 2.33 | 2.27 | 2.20 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 250 Kw but not exceeding 1 MW | 1.97 | 1.91 | 1.85 | 1.78 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 1 MW | 0.58 | 0.52 | 0.46 | 0.41 |
| Stand-alone solar photovoltaic | 0.58 | 0.52 | 0.46 | 0.41 |
| Wind with total installed capacity of 50Kw or less | 8.19 | 8.13 | 8.06 | 7.99 |
| Wind with total installed capacity greater than 50Kw but not exceeding 100 kW | 8.19 | 8.13 | 8.06 | 7.99 |
| Wind with total installed capacity greater than 100 kW but not exceeding 1.5 MW | 5.32 | 5.29 | 5.26 | 5.23 |
| Wind with total installed capacity exceeding 1.5MW | 0.81 | 0.79 | 0.78 | 0.77 |

Table 2C: Generation Tariffs for installations with a Tariff Date between 1 April 2018 and 31 March 2019.

| | 1 April to 30 June 2018 | 1 July to 30 September 2018 | 1 October to 31 December 2018 | 1 January to 31 March 2019 |
|---|---|---|---|---|
| Hydro generating station with total installed capacity of 100kW or less | 8.40 | 8.39 | 8.37 | 8.35 |
| Hydro generating station with total installed capacity greater than 100Kw but not exceeding 500Kw | 6.08 | 6.07 | 6.06 | 6.06 |
| Hydro generating station with total installed capacity greater than 500Kw but not exceeding 2 MW | 6.08 | 6.07 | 6.06 | 6.06 |
| Hydro generating station with total installed capacity greater than 2 MW | 4.43 | 4.43 | 4.43 | 4.43 |
| Solar photovoltaic (other than stand-alone) with total installed capacity of 10 Kw or less | 3.76 | 3.69 | 3.62 | 3.55 |

| | | | | |
|---|---|---|---|---|
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 10 Kw but not exceeding 50Kw | 3.98 | 3.91 | 3.85 | 3.78 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50 Kw but not exceeding 250Kw | 2.14 | 2.08 | 2.02 | 1.96 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 250 Kw but not exceeding 1 MW | 1.72 | 1.66 | 1.60 | 1.54 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 1 MW | 0.35 | 0.29 | 0.23 | 0.17 |
| Stand-alone solar photovoltaic | 0.35 | 0.29 | 0.23 | 0.17 |
| Wind with total installed capacity of 50Kw or less | 7.93 | 7.86 | 7.79 | 7.73 |
| Wind with total installed capacity greater than 50Kw but not exceeding 100 kW | 7.93 | 7.86 | 7.79 | 7.73 |
| Wind with total installed capacity greater than 100 kW but not exceeding 1.5 MW | 5.2 | 5.17 | 5.14 | 5.12 |
| Wind with total installed capacity exceeding 1.5MW | 0.76 | 0.75 | 0.74 | 0.73 |

10. The Quarterly Tariff Table, as published in accordance with article 16(3) of the FIT Order, shall set out the adjusted Generation Tariffs which are to apply in relation to electricity generated in the relevant Tariff Period, to eligible installations of each of the following descriptions with a Tariff Date falling in the Tariff Period –

- Anaerobic digestion with total installed capacity of 250kW or less;
- Anaerobic digestion with total installed capacity greater than 250kW but not exceeding 500kW;
- Anaerobic digestion with total installed capacity greater than 500kW;
- Combined Heat and Power with total installed capacity of 2kW or less;
- Hydro generating station with total installed capacity of 100kW or less;
- Hydro generating station with total installed capacity greater than 100kW but not exceeding 500kW;
- Hydro generating station with total installed capacity greater than 500kW but not exceeding 2 MW;
- Hydro generating station with total installed capacity greater than 2 MW;

- Solar photovoltaic (other than stand-alone) with total installed capacity of 10kW or less;
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 10 Kw but not exceeding 50kW;
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50 kW but not exceeding 250kW;
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 250kW but not exceeding 1 MW;
- Solar photovoltaic (other than stand-alone) with total installed capacity greater than 1 MW;
- Stand-alone solar photovoltaic;
- Wind with total installed capacity of 50kW or less;
- Wind with total installed capacity greater than 50kW but not exceeding 100 kW;
- Wind with total installed capacity greater than 100kW but not exceeding 1.5 MW;
- Wind with total installed capacity exceeding 1.5MW.

11. The Quarterly Tariff Table shall specify the adjusted Generation Tariff rate for each Tariff Period, expressed in pence per kilowatt hour and calculated to two decimal places.

12. The Quarterly Tariff Table shall specify –

    (a) a higher rate, middle rate and lower rate for those descriptions of installation for which a higher, middle and lower rate is set out in Table 1 and

    (b) a standard rate for all other descriptions of installations.

13. Where a higher rate, middle rate and lower rate are to be specified for a description of installation –

    (a) the higher rate shall be determined in accordance with paragraph 15;

    (b) the middle rate shall be 90% of the higher rate, unless that is less than the lower rate, in which case it will be equal to the lower rate; and

    (c) the lower rate shall be equal to the standard rate specified for the generation tariff for solar photovoltaic installations (other

than stand-alone) with total installed capacity greater than 1MW.

14. Where only a standard rate is to be specified for a description of Eligible Installation, that rate shall be determined in accordance with paragraph 15.

15. Where, in any Tariff Period, the aggregate total installed capacity (measured in megawatts) applied for in respect of a particular description of Eligible Installation exceeds the limit set out in each cell in Table 3A, 3B, 3C or 3D, then the tariff or tariffs for installations falling within that description for the following Tariff Period, and for each subsequent tariff period will be reduced by 10%.

16. Whenever paragraph 15 applies, the tariffs set out in Tables 2ZA, 2ZB, 2A, 2B and, as the case may be, 2C, for the following Tariff Period and all subsequent Tariff Periods shall be adjusted accordingly.

Table 3A – Table showing application thresholds (aggregate Total Installed Capacity in Megawatts) to trigger contingent degression for each Deployment Period between 1 January 2016 and 31 December 2016

| | 1 January to 31 March 2016 | 1 April to 30 June 2016 | 1 July to 30 September 2016 | 1 October to 31 December 2016 |
|---|---|---|---|---|
| Anaerobic digestion installations | 5.8 | 5.0 | 5.0 | 5.0 |
| Hydro generating stations with total installed capacity of 100 kW or less | 1.1 | 1.1 | 1.2 | 1.2 |
| Hydro generating stations with total installed capacity greater than 100 kW | 6.1 | 6.2 | 6.3 | 6.3 |
| Solar photovoltaic (other than stand-alone) with total installed capacity of 10kW or less | 48.4 | 49.6 | 50.6 | 51.7 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 10 kW but not exceeding 50Kw | 16.5 | 17.0 | 17.4 | 17.8 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50kW | 14.1 | 14.5 | 14.9 | 15.4 |
| Stand-alone solar photovoltaic | 5.0 | 5.0 | 5.0 | 5.0 |
| Wind with total installed capacity of 50kW or less | 5.6 | 5.6 | 5.5 | 5.5 |
| Wind with total installed capacity greater than 50 kW but not exceeding 100 kW | 0.3 | 0.3 | 0.3 | 0.3 |
| Wind with total installed capacity greater than 100 kW but not exceeding 1500 kW | 6.8 | 6.7 | 6.6 | 6.5 |
| Wind with total installed capacity greater than 1500kW | 5.0 | 5.0 | 5.0 | 5.0 |

Table 3B – Table showing deployment thresholds (aggregate Total Installed Capacity in Megawatts) to trigger contingent degression for each Deployment Period between 1 January and 31 December 2017

| | 1 January to 31 March 2017 | 1 April to 30 June 2017 | 1 July to 30 September 2017 | 1 October to 31 December 2017 |
|---|---|---|---|---|
| Anaerobic digestion installations | 5.0 | 5.0 | 5.0 | 5.0 |
| Hydro generating stations with total installed capacity of 100 kW or less | 1.2 | 1.3 | 1.3 | 1.3 |
| Hydro generating stations with total installed capacity of more than 100 kW | 6.4 | 6.4 | 6.4 | 6.4 |
| Solar photovoltaic (other than stand-alone) with total installed capacity of 10 kW or less | 52.8 | 53.8 | 54.2 | 55.9 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 10 kW but not exceeding 50Kw | 18.2 | 18.6 | 18.7 | 19.4 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50 kW | 15.8 | 16.2 | 16.4 | 17.1 |
| Stand-alone solar photovoltaic | 5.0 | 5.0 | 5.0 | 5.0 |
| Wind with total installed capacity of 50 kW or less | 5.6 | 5.5 | 5.5 | 5.4 |
| Wind with total installed capacity greater than 50 kW but not exceeding 100 kW | 0.3 | 0.3 | 0.3 | 0.3 |
| Wind with total installed capacity greater than 100 kW but not exceeding 1500 kW | 6.4 | 6.3 | 6.2 | 6.1 |
| Wind with total installed capacity greater than 1500kW | 5.0 | 5.0 | 5.0 | 5.0 |

Table 3C – Table showing deployment thresholds (aggregate Total Installed Capacity) in Megawatts) to trigger contingent degression for each Deployment Period between 1 January 2018 and 31 March 2019

| | 1 January to 31 March 2018 | 1 April to 30 June 2018 | 1 July to 30 September 2018 | 1 October to 31 December 2018 | 1 January to 31 March 2019 |
|---|---|---|---|---|---|
| Anaerobic digestion installations | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Hydro generating stations with total installed capacity of 100 kW or less | 1.3 | 1.3 | 1.4 | 1.4 | 1.4 |
| Hydro generating stations with total installed capacity of more than 100 kW | 6.4 | 6.4 | 6.4 | 6.3 | 6.3 |
| Solar photovoltaic (other than stand-alone) with total installed capacity of 10 kW or less | 57.0 | 58.0 | 59.1 | 60.1 | 61.1 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 10 kW but not exceeding 50Kw | 19.8 | 20.3 | 20.7 | 21.1 | 21.5 |
| Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50 kW | 17.6 | 18.0 | 18.5 | 19.0 | 19.4 |
| Stand-alone solar photovoltaic | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Wind with total installed capacity of 50 kW or less | 5.5 | 5.4 | 5.4 | 5.3 | 5.4 |

| | | | | | |
|---|---|---|---|---|---|
| Wind with total installed capacity greater than 50 kW but not exceeding 100 kW | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 |
| Wind with total installed capacity greater than 100 kW but not exceeding 1500 kW | 6.1 | 5.9 | 5.8 | 5.7 | 5.7 |
| Wind with total installed capacity greater than 1500kW | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |

Table 3D – Table showing application thresholds (aggregate Total Installed Capacity in Megawatts) to trigger contingent degression for combined heat and power installations

| | 1 April to 30 September 2017 | 1 October 2017 to 31 March 2018 | 1 April to 30 September 2018 | 1 October 2018 to 31 March 2019 |
|---|---|---|---|---|
| Combined Heat and Power with total installed capacity of 2kW or less | 5.0 | 5.0 | 5.0 | 5.0 |

17. For the purposes of paragraph 15 and Tables 3A to 3D, the aggregate Total Installed Capacity of megawatts applied for in respect of a particular description of an Eligible Installation shall for any Tariff Period, be taken to be the number determined and published by the Authority in accordance with Schedule 2 to the FIT Order for the corresponding Deployment Period.

18. Where article 8C of the FIT Order applies in respect of megawatts applied for in respect of a particular description of an Eligible Installation and the Authority increases the limit in accordance with the formula set out in that article, the corresponding limit set out in Table 3A, 3B, 3C or as the case may be Table 3D, is to be adjusted accordingly.

19. The Generation Tariffs for electricity generated by an existing installation in FIT Year 8 except as otherwise provided in paragraph 19A and subsequent years up to and including FIT Year 16 shall be-

(a) for existing installations with a Tariff Date between 1st January and 31st March in the preceding FIT Year, the rate applying in the preceding FIT Year without any adjustment; and

(b) for all other existing installations, the rate applying in the preceding FIT year, adjusted by RPI.

19A. In FIT Year 8, the Generation Tariffs for electricity generated by existing anaerobic digestion installations, and existing combined heat and power installations, with a Tariff Date on or after 1st April 2016 and before 1st April 2017 are those set out in Table 4—

Table 4 – Generation tariffs for certain anaerobic digestion installations and combined heat and power installations

| | Tariff date in the period 1 | Tariff date in the period 1 July to 30 | Tariff date in the period 1 | Tariff date in the period 1 |
|---|---|---|---|---|

| | April to 30 June 2016 | September 2016 | October to 31 December 2016 | January to 31 March 2017 |
|---|---|---|---|---|
| Anaerobic digestion with total installed capacity of 250kW or less | 8.52 | 7.66 | 6.90 | 6.06 |
| Anaerobic digestion with total installed capacity greater than 250kW but not exceeding 500kW | 7.86 | 7.08 | 6.37 | 5.59 |
| Anaerobic digestion with total installed capacity greater than 500kW | 8.10 | 7.29 | 6.56 | 5.76 |
| Combined Heat and Power with total installed capacity of 2kW or less | 13.95 | 13.95 | 13.95 | 13.61 |

19B. The Generation Tariffs for electricity generated by an existing installation in FIT Year 17 and subsequent years shall be the rate applying in the preceding FIT Year, adjusted by CPI.

## PART 3

## EXPORT TARIFF

20. The Export Tariff for installations with a tariff date in the Relevant Period in FIT year 6 and in FIT year 7 for electricity exported in the Relevant Period in FIT year 6 and in FIT year 7 –

(a) for an Eligible Installation with a Tariff Date in the Relevant Period in FIT year 6, shall be the same rate applying in FIT year 6 adjusted by RPI;

(b) for an Eligible Installation with a Tariff Date in FIT year 7, shall be the rate applying in the previous FIT year , adjusted by RPI.

21. The Export Tariff for electricity exported in the FIT Years from FIT year 8 up to and including FIT Year 16 –

(a) for an existing installation shall be the rate applying in the preceding FIT year, adjusted by RPI;

(b) for a new installation, shall be the same as the rate applying in the preceding FIT year to an existing installation of the same description with a tariff date in the preceding FIT year, adjusted by RPI.

22. The Export Tariff for electricity exported by an existing installation in FIT Year 17 and subsequent years shall be the rate applying in the preceding FIT Year, adjusted by CPI.

## ANNEX 5

## GENERATION TARIFFS FOR SOLAR PHOTOVOLTAIC INSTALLATIONS: APPLICATION OF HIGHER, MIDDLE AND LOWER RATES

1. This Annex applies in relation to solar photovoltaic Eligible Installations which are of a description, and have a Tariff Date, for which higher, middle and lower rates of Generation Tariffs are specified in the applicable FIT Payment rate table.

2. In this paragraph and the following paragraphs –

   2.1 the expressions "asset rating", "dwelling" and "energy performance certificate" –

      (a) in relation to a building in England or Wales, have the same meanings as in the Energy Performance of Buildings (England and Wales) Regulations 2012;

      (b) in relation to a building in Scotland, have the same meanings as in the Energy Performance of Buildings (Scotland) Regulations 2008, subject to paragraph 7;

   2.2 the following expressions have the same meanings as in the FIT Order –

      "community energy installation";

      "school installation";

   2.3 "energy efficiency rating" means an asset rating which is described on an energy performance certificate as an energy efficiency rating;

   2.4 "rating band" means the band to which an asset rating is assigned, as shown on an energy performance certificate;

   2.5 "relevant building" means a roofed construction having walls, for which energy is used to condition the indoor climate, other than such a building for which an energy performance certificate cannot be issued; and a reference to a relevant building includes a reference to part of such a building which has been designed or altered to be used separately;

   2.6 "relevant installation" means a solar photovoltaic Eligible Installation described in paragraph 1.

3. The lower rate applies to a relevant installation if-

   3.1 the Energy Efficiency Requirement applies in relation to that installation; and

   3.2 on the date on which the installation was Commissioned, that requirement is not satisfied.

4. The Energy Efficiency Requirement applies in relation to a relevant installation if that installation is wired to provide electricity to one or more relevant buildings.

5. Where the Energy Efficiency Requirement applies in relation to a relevant installation, it is satisfied if an appropriate EPC for a relevant building to

which the installation is wired as mentioned in paragraph 4 certifies that the building has a qualifying asset rating.

6. For the purposes of paragraph 5-

6.1 an appropriate EPC, in relation to a relevant building to which a relevant installation is wired as mentioned in paragraph 4, is an energy performance certificate for that building which –

(a) was issued before, but not more than 10 years before, the the date on which the installation was Commissioned; and

(b) was, on the the date on which the installation was Commissioned, the most recently issued energy performance certificate for that building; and

6.2 a qualifying asset rating is-

(a) for a dwelling, an energy efficiency rating of band D or better;

(b) for a building which is not a dwelling-

(i) an asset rating of band D or better, unless sub-paragraph (ii) applies; or

(ii) an asset rating of band G or better , if the relevant installation is a community energy installation or school installation and, in the case of an installation with a declared net capacity of 50kW or less, has been pre-registered in accordance with the FIT Order..

7. If a recommendations report accompanying an appropriate EPC for a relevant building in Scotland which is not a dwelling specifies what the asset rating of the building would be if it was calculated according to the methodology by which asset ratings for buildings of that kind are calculated in England and Wales (an "England and Wales equivalent asset rating"), then for the purposes of paragraph 6.2 the asset rating of the building is its England and Wales equivalent asset rating.

8. The middle rate applies to a relevant installation from its Tariff Date if-

8.1 either-

(a) the Energy Efficiency Requirement does not apply in relation to the installation; or

(b) the Energy Efficiency Requirement applies in relation to the installation, and, on the date on which the installation was Commissioned, that requirement is satisfied; and

8.2 paragraph 9 applies.

9. This paragraph applies if, at the date on which a request for accreditation of the relevant installation is received by the Authority or a FIT Licensee-

   9.1 the FIT Generator for the relevant installation and any persons who are Connected Persons in relation to the FIT Generator (taken together) are, or have applied to be, the FIT Generator or Nominated Recipient for 25 or more other solar photovoltaic Eligible Installations on different Sites; or

   9.2 the Nominated Recipient for the relevant installation (if there is one) and any persons who are Connected Persons in relation to the Nominated Recipient (taken together) are, or have applied to be, the FIT Generator or Nominated Recipient for 25 or more other solar photovoltaic Eligible Installations on different Sites.

10. Where notice is given to the Authority or a FIT Licensee of a change to the identity of the FIT Generator, or the nomination of a new Nominated Recipient, the middle rate applies to the relevant installation from the date on which the change took place or the nomination takes effect if-

   10.1 the higher rate previously applied to the installation; and

   10.2 paragraph 11 applies.

11. This paragraph applies if, at the date on which notice of such a change or nomination is received by the Authority or a FIT Licensee, the new FIT Generator or Nominated Recipient (as the case may be) and any persons who are Connected Persons in relation to that person (taken together) are, or have applied to be, the FIT Generator or Nominated Recipient for 25 or more other solar photovoltaic Eligible Installations on different Sites.

12. The higher rate applies to a relevant installation if neither the lower rate nor the middle rate applies to it.

13. The tariff applying to a relevant installation cannot change-

   13.1 from the lower rate to the middle rate or the higher rate; or

   13.2 from the middle rate to the higher rate.

# Condition 35: Central Charge Database

## Establishment and maintenance

35.1 The licensee must, under the Retail Energy Code, in conjunction and co-operation with all persons that are Authorised by an Electricity Supply Licence to supply electricity:

(a) (Not used)

(b)) maintain, or procure the maintenance of,

a database (the "**Central Charge Database**") capable of recording, storing and otherwise processing such data as is necessary to facilitate, in accordance with the provisions of the Green Deal Arrangements Agreement, the establishment and administration of Green Deal Plans and the collection and remittance of Green Deal Charges .

35.2(Not used)

35.3 The data for the purposes of paragraph 35.1 shall include:

(a) in relation to each Green Deal Premises, at least the following:

(i) an alphanumeric unique identification for the relevant Green Deal Plan;

(ii) the postcode;

(iii) the Meter Point Administration Number core (being the final 13 digits of that number);

(iv) the EPC UPRN and EPC Reference Number;

(v) the name and address of the person who is to be treated as the bill payer for the purposes of Chapter 1 of Part 1 of the Energy Act in the circumstances referred to in regulation 6 of the Green Deal Regulations;

(vi) the identity of the Green Deal Provider and, if different, the person who is designated under the Green Deal Arrangements Agreement to receive information relating to the remittance of Green Deal Charges;

(vii) financial details of the Green Deal Plan, including the amount of Green Deal Charge to be collected, the date Green Deal Charges will commence and the date that the final Green Deal Charge is expected to be payable under the Green Deal Plan; and

(viii) the Green Deal Electricity Savings, the Green Deal Gas Savings and the Green Deal Other Fuel Savings;

(b) the bank account details of the relevant Green Deal Provider or its nominee or assignee for the remittance of the Green Deal Charges;

(c) bank account details of the relevant Green Deal Licensee for the receipt of payments reclaimed from Green Deal Providers; and

(d) other such details as the licensee thinks is reasonably necessary for the efficient and accurate establishment and administration of Green Deal Plans and collection and remittance of Green Deal Charges.

## Sharing information

35.4 The licensee must, in conjunction and co-operation with all persons that are Authorised by an Electricity Supply Licence to supply electricity, and in pursuance of its obligation under paragraph 35.1(b), share information collected and otherwise processed in connection with the establishment or administration of a Green Deal Plan or energy plan:

(a) to any person identified in the Green Deal Arrangements Agreement as being a person entitled to receive such data, in accordance with that agreement; and

(b) to any person identified in the Retail Energy Code as being entitled to access and view such data, in accordance with that agreement.

# Condition 36: Green Deal obligations

## Application of this condition

36.1 This condition applies where the licensee is a Green Deal Licensee.

## Green Deal Charge collection and remittance

36.2 The licensee must collect Green Deal Charges from Green Deal Bill Payers and remit such payments to Green Deal Providers (or their nominees or assignees), in accordance with this condition and the Green Deal Arrangements Agreement.

36.3 Where Green Deal Bill Payers pay Charges for the Supply of Electricity by way of Prepayment Meter, the obligation in paragraph 36.2 shall be replaced with an obligation to make payments to Green Deal Providers for Green Deal Charges that are due but which have not been collected by the licensee, in accordance with this condition and the Green Deal Arrangements Agreement.

36.4 Where there is no Contract or Deemed Contract for the supply of electricity to Green Deal Premises, the licensee must, when it collects Green Deal Charges from the Green Deal Bill Payer, explain to him or her in Writing that such collection is made pursuant to s1(6) of the Energy Act 2011 and the conditions of this licence.

36.5 The licensee must provide the Authority with Information specified by the Authority in relation to matters that it reasonably considers are relevant to:

(a) the costs incurred by the licensee in relation to the collection and remittance of Green Deal Charges to Green Deal Providers;

(b) any differences in the Charges for the Supply of Electricity which apply to Customers at Green Deal Premises and Customers at premises which are not Green Deal Premises; and

(c) any differences in the Charges for the Supply of Electricity resulting from the use of different payment methods for Green Deal Charges.

36.6 The Authority may direct the licensee to comply with paragraph 36.5 by providing Information to the Authority:

(a) in a particular form by a particular date; or

(b) in a particular form at such reoccurring intervals of time as the Authority considers appropriate.

36.7 The licensee is not required to comply with paragraph 36.5 if it could not be compelled to produce or give the Information in evidence in civil proceedings before a court.

## Terms and conditions

36.8 Where the premises are Green Deal Premises then, in addition to the other requirements in this licence, each Contract and Deemed Contract must include a term explaining:

(a) the licensee's obligation under paragraph 36.2; and

(b) that the licensee will only collect Green Deal Charges from the Customer that become payable after the date the supply of electricity by the licensee began (or, where the Customer was a Green Deal Bill Payer prior to being a Customer, a term explaining that the licensee will continue to collect Green Deal Charges).

36.9 The licensee must include a term in each Non-Domestic Supply Contract or Deemed Contract with a Green Deal Bill Payer who is a Non-Domestic Customer to provide that if that Contract or Deemed Contract is brought to an end, then:

(a) he or she remains liable for all Non-Domestic Outstanding Charges that are Green Deal Charges which were payable during the period which starts with the date that Contract was entered into (or, where applicable, the date that Deemed Contract began) and ends with the date on which that Contract or Deemed Contract ends; and

(b) where, after the Contract or Deemed Contract has ended, he or she is still the Green Deal Bill Payer for the purposes of the Green Deal Regulations, he or she will still remain liable under the Green Deal Regulations for the Green Deal Charges.

## Payment method and frequency of billing

36.10 Where a Green Deal Bill Payer who is a Customer chooses or has chosen a method of payment for Charges for the Supply of Electricity, the licensee must use the same method of payment for the collection of Green Deal Charges from that Customer.

36.11 Where a Green Deal Bill Payer who is not a Customer requests receipt of Bills before paying Green Deal Charges, the licensee must send that Green Deal Bill Payer a Bill in relation to his Green Deal Charges at intervals of not more than 3 months.

## Direct Debit payments

36.12 Where:

(a) a Customer who is a Green Deal Bill Payer pays Charges by way of regular direct debit payments of a fixed amount (which amount may be varied from time to time in accordance with the relevant Supply Contract);

(b) the licensee receives a request from that Customer to reduce its direct debit payments under the Contract (or Deemed Contract, as the case may be) by an amount equivalent to the Net Electricity Savings; and

(c) such request is made within thirty (30) days of the Premises becoming Green Deal Premises,

the licensee must comply with such request by dividing the Net Electricity Savings by the number of direct debit payments to be made by the Customer in a 12 month period and deducting the resulting amount from each direct debit payment.

36.13 Paragraph 36.12 is without prejudice to the licensee's obligations in respect of a Domestic Customer by virtue of standard condition 27.

## Interpretation

36.14 For the purposes of this condition "**Net Electricity Savings**" means the amount by which the Green Deal Electricity Savings (or, where available to the licensee, the Green Deal Electricity Savings as adjusted for the relevant Customer) exceeds the total annual Green Deal Charges (based on the daily amount of Green Deal Charges known to the licensee at the time).

# Condition 37: Green Deal information requirements

## Application of this condition

37.1 This condition applies where the licensee is a Green Deal Licensee.

## Bills and statements of account

37.2 The licensee must, on each Bill and statement of account sent to a Green Deal Bill Payer who is a Domestic Customer:

(a) specify:

(i) the relevant Green Deal Charge payable together with its associated Unique Identifier, on the same side of the page where the relevant Charges for the Supply of Electricity are specified; or

(ii) the aggregate Green Deal Charge payable, on the same side of the page where the relevant Charges for the Supply of Electricity are specified and (elsewhere) each Green Deal Charge together with its associated Unique Identifier;

(b) notify that Green Deal Bill Payer, on the same side of the page where the Green Deal Charge is specified, that he or she is liable to pay Green Deal Charges and that financial savings on consumption from gas or other fuel sources may arise under bills for those sources;

(c) where paragraph 37.3 applies, specify the Charges for the Supply of Gas on the same side of the page where the Charges for the Supply of Electricity are specified; and

(d) include details of where that Green Deal Bill Payer can find impartial advice and information about his or her Green Deal Plan(s) (and such details shall include a telephone number and website address for the provider of such impartial advice).

37.3 This paragraph applies where:

(a) the licensee supplies a Green Deal Payer with electricity;

(b) the licensee or an Affiliate also supplies that Green Deal Bill Payer with gas under a Gas Supply Licence; and

(c) that Green Deal Bill Payer is treated by the licensee, and where appropriate, the Affiliate, as being supplied under a single account for both the supply of electricity and gas.

37.4 The licensee must, on each Bill and statement of account sent to a Green Deal Bill Payer who is a Non-Domestic Customer:

(a) specify the relevant Green Deal Charge payable together with its associated Unique Indentifier, on the same Bill or statement of account where the relevant Charges for the Supply of Electricity are specified;

(b) notify that Green Deal Bill Payer that he or she is liable to pay Green Deal Charges and that financial savings on consumption from gas or other fuel sources may arise under bills for those sources; and

(c) includes details of where that Green Deal Bill Payer can find impartial advice and information about his or her Green Deal Plan(s) (and such details shall include a telephone number and website address for the provider of such impartial advice).

37.5 The licensee must, for each Green Deal Bill Payer that pays Charges by regular direct debit payments of a fixed amount (which amount may be varied from time to time in accordance with the relevant Contract or, as the case may be, the relevant Green Deal Plan), send a statement of account to that Green Deal Bill Payer at intervals of not more than 7 months.

37.6 The licensee must, for each Green Deal Bill Payer that pays Charges through a Prepayment Meter send a notification to that Green Deal Bill Payer at intervals of not more than 6 months:

(a) informing him that the premises are Green Deal premises;

(b) informing him of the weekly amount of his Green Deal Charges;

(c) setting out information on how Green Deal Charges are collected through Prepayment Meters; and

(d) including details of where he can find impartial advice and information about his Green Deal Plan(s) (and such details shall include a telephone number and website address for the provider of such impartial advice).

## Green Deal Annual Statements

37.7 The licensee must, from 1 March 2013, provide the following information in writing to every Green Deal Bill Payer who is a Domestic Customer once in every 12 month period, on the same side of a page (hereafter referred to as a "Green Deal Annual Statement"):

(a) an estimate of the total annual Green Deal Charges based on the daily amount of Green Deal Charges known to the licensee at the time the relevant Green Deal Annual Statement is prepared, and taking into account any forthcoming expiry of the Green Deal Plan that the licensee is aware of;

(b) the Domestic Customer's Estimated Annual Costs based on the quantity of electricity supplied to the Domestic Customer's Premises during the previous 12 months;

(c) where paragraph 37.3 applies, the Domestic Customer's Gas Estimated Annual Costs, based on the quantity of gas supplied to the Domestic Customer's Premises during the previous 12 months;

(d) the Green Deal Electricity Savings, the Green Deal Gas Savings and the Green Deal Other Fuel Savings (except, in each case, where the amount is zero); and

(e) details of where the Customer can find impartial advice and information about its Green Deal Plan(s) (and such details shall include a telephone number and website address for the provider of such impartial advice).

37.8 Where there is more than one Green Deal Plan for an Electricity Account Number and the Green Deal Bill Payer is a Domestic Customer, each Annual Statement must include the information in sub-paragraph 37.7(a) for each Green Deal Plan and identify each Green Deal Plan with the Unique Identifier.

## Notice of Green Deal Charge arrears

37.9 Subject to paragraph 37.10, if a Green Deal Bill Payer either pays Charges following receipt of a Bill or by way of regular payments of a fixed amount (which amount may be varied from time to time in accordance with the relevant Contract or, as the case may be, the relevant Green Deal Plan):

(a) and is required to have paid at least two Green Deal Charges to the licensee by a particular time;

(b) the total sum paid under the Green Deal Plan to the licensee is less than the total sum that is required to have been paid to the licensee before that time; and

(c) the amount of the shortfall is no less than the sum of the last two Green Deal Charges which he is required to have made before that time,

the licensee must within 14 days of a second consecutive Green Deal Charge not being paid to the licensee give that Green Deal Bill Payer a Green Deal Arrears Notice unless a Green Deal Arrears Notice has already been given in the last 6 months, and, after the giving of a Green Deal Arrears Notice, the licensee must give further Green Deal Arrears Notices at intervals of not more than 6 months until such time as the provisions in sub-paragraphs 37.9(a), (b) and (c) cease to apply.

37.10 Paragraph 37.9 shall not apply if either:

(a) a binding decision of the Green Deal Ombudsman or a judgment (including any order or decree) of a court in Great Britain has been given in relation to that Green Deal Plan before the relevant time under paragraph 37.9 and there is a sum still to be paid under that final decision or judgement by the Green Deal Bill Payer; or

(b) the:

(i) Green Deal Bill Payer has ceased to be liable to pay the electricity bills for the premises accruing from time to time; and

(ii) Green Deal Licensee agrees with the Green Deal Provider under the Green Deal Arrangements Agreement that the Green Deal Licensee is no longer responsible for recovering Green Deal Charge Arrears from that person.

37.11 Where the licensee gives a Green Deal Bill Payer a Green Deal Arrears Notice under paragraph 37.9 and the Green Deal Arrears Notice is incorporated within another Written notice given to that Green Deal Bill Payer, the Green Deal Arrears Notice must be given adequate prominence.

37.12 Where the licensee gives a Green Deal Bill Payer a Green Deal Arrears Notice under paragraph 37.9 the licensee must:

(a) subject to paragraph 27.12A, include a copy of:

(i) the current arrears information sheet prepared by the Office of Fair Trading under Section 86A of the Consumer Credit Act 1974 together with an explanation of how the information applies in the case of Green Deal Charge arrears; or

(ii) the current Green Deal Charges arrears information sheet prepared by the Secretary of State; and

(b) inform the Green Deal Bill Payer that the Green Deal Bill Payer may request a breakdown of the arrears and, if so requested, the licensee must provide such a breakdown within 15 working days of the request.

37.12A Sub-paragraph 37.12(a)(i) shall cease to have effect on 31 December 2013.

## Sharing information

37.13 The licensee must share information collected and otherwise processed in connection with the establishment or administration of a Green Deal Plan or energy plan:

(a) to any person identified in the Green Deal Arrangements Agreement as being a person entitled to receive such data, in accordance with that agreement;

(b) as is reasonably required and requested by a Relevant Ombudsman; and

(c) as is reasonably required and requested by the Secretary of State.

## Interpretation

37.14 For the purposes of this condition:

"**Data Specification**" has the meaning given in the Retail Energy Code.

| | |
|---|---|
| "**Electricity Account Number**" | has the meaning given in the Data Specification. |
| "**Gas Estimated Annual Costs**" | is to be interpreted in accordance with the definition of Estimated Annual Costs contained in standard condition 1 of the Gas Supply Licence. |
| "**Gas Supply Licence**" | means a gas supply licence granted or treated as granted under section 7A(1) of the Gas Act 1986. |
| "**Green Deal Annual Statement**" | is to be interpreted in accordance with paragraph 37.7. |
| "**Green Deal Arrears Notice**" | means a Notice that contains:<br>(a) a form of wording to the effect that the notice is given because the Green Deal Bill Payer is behind with his payments of Green Deal Charges to the licensee;<br>(b) a form of wording encouraging the Green Deal Bill Payer to discuss the state of his account with the licensee;<br>(c) the date and the licensee's name and relevant telephone number, postal address and email address;<br>(d) details of where that Customer can find impartial advice and information about its Green Deal Plan(s) (and such details shall include a telephone number and website address for the provider of such impartial advice);<br>(e) information identifying the relevant Green Deal Plan;<br>(f) the amount of the Green Deal Charges arrears which gave rise to the duty to give the Notice; and<br>(g) the amount of any Green Deal Charges arrears which are still outstanding and which were the subject of any previous Notice. |
| "**Unique Identifier**" | means the unique identification referred to in paragraph 2(a)(i) of standard condition 35. |

# Condition 38: Green Deal Arrangements Agreement

## Application of this condition

38.1 This condition applies where the licensee is a Green Deal Licensee.

## Licensee's obligation

38.2 The licensee, in conjunction and co-operation with all other Green Deal Licensees must ensure the Green Deal Arrangements Agreement remains an agreement that confirms to the requirements of:

(a) paragraph 38.3 in respect of its contractual constitution; and

(b) paragraph 38.4 in respect of its contents.

## Constitution of the GDAA

38.3 The GDAA must be an agreement made between:

(a) on the one part, all Green Deal Licensees; and

(b) on the other part:

(i) all Green Deal Providers; and

(ii) such other persons as are, for Green Deal payment and remittance purposes or continuity purposes, appropriate parties to the agreement.

## Contents of the GDAA

38.4 The GDAA must comprise:

(a) provisions to facilitate, and procedures and practices to be followed by a Green Deal Licensee, in relation to the collection of Green Deal Charges from Green Deal Bill Payers and the remittance of such payments to Green Deal Providers (or their nominees or assignees);

(b) provisions to facilitate the operation of the agency and trustee relationship between Green Deal Licensee and Green Deal Providers for the collection of Green Deal Charges from Green Deal Bill Payers and the remittance of such payments to Green Deal Providers (or their nominees or assignees);

(c) provisions to facilitate, and procedures and practices to be followed by the parties, for the entry of data relating to Green Deal Plans onto the Central Charge Database and validation of such data;

(d) provisions to facilitate, and procedures and practices to be followed by the parties, for the provision of information relating to Green Deal Charges;

(e) provisions enabling payments to be made (either directly or indirectly) to the Licensee in connection with it discharging its functions under Section 1(6) of

the Energy Act 2011 and in connection with Green Deal Payments, as calculated with the approval of the Secretary of State;

(f) provisions for the resolution of disputes arising under the GDAA and between parties to the GDAA;

(not used)

(h) provisions that set out its objective; and

(i) other such matters as may be appropriate, having regard to the purposes that the GDAA is a document designed to facilitate achievement of recovery, holding and remittance of Green Deal Charges pursuant to s1(6) of the Energy Act 2011.

## Interpretation

38.5 For the purposes of this condition, "**Amendment**" must be read in accordance with the meaning given to the term "modification" in section 111 of the Act, and any related expressions are to be read accordingly.

# Condition 38A. Offtaker of Last Resort

**Power Purchase Agreement Scheme – Participation by Licensed Electricity Suppliers**

38A.1 Where the Authority issues an OLR Notice to the licensee and:

(a) the licensee is a Mandatory Licensed Supplier, it must submit an OLR Auction Bid to the Authority in respect of each Backstop Power Purchase Agreement (**BPPA**) enclosed with the OLR Notice;

(b) the licensee is a Voluntary Licensed Supplier, it may submit an OLR Auction Bid to the Authority in respect of any BPPA enclosed with the OLR Notice.

38A.2 Where the licensee is a Mandatory Licensed Supplier, it is not required to comply with paragraph 38A.1(a) where the Authority has, after issuing the OLR Notice, issued a notice to the licensee in accordance with the PPA Scheme Regulations informing it that no BPPA is to be entered into in respect of the electricity generator.

38A.3 Where the licensee submits an OLR Auction Bid it may not subsequently withdraw, amend or revoke that OLR Auction Bid.

**OLR Notice**

38A.4 An OLR Notice is a notice given by the Authority to the licensee (and all other licensed electricity suppliers) in accordance with the PPA Scheme Regulations which will:

(a) specify the form and manner in which, and date by which, an OLR Auction Bid is to be submitted to the Authority; and

(b) be accompanied by:

(i) a copy of each BPPA (incorporating the Project Information Schedule), received by the Authority from the electricity generator, that the electricity generator is seeking to enter into; and

(ii) all of the other Project Information received by the Authority from the electricity generator but excluding the Statement of Confirmation.

**OLR Auction Bid**

38A.5 The licensee must in respect of each BPPA for which it submits an OLR Auction Bid ('the applicable BPPA'):

(a) submit the OLR Auction Bid in the form and manner specified, and by the date specified, in the OLR Notice;

(b) confirm in its OLR Auction Bid whether or not it has an Additional BM Unit registered in its name for the GSP Group to which the generating station is connected;

(c) enclose two copies of the applicable BPPA which are signed by (or for and on behalf of) thCode licensee but are not dated;

(d) where the licensee is a Voluntary OLR Licensee, specify whether or not the OLR Auction Bid may be considered, in accordance with the PPA Scheme Regulations, by the Authority as a reserve bid; and

(e) specify the Management Fee it will apply in respect of the applicable BPPA should the Authority determine under the relevant BPPA Auction that the licensee's bid is the successful bid, or (as the case may be) the successful reserve bid, for the BPPA.

**Status of OLR Auction Bid**

38A.6 An OLR Auction Bid constitutes an offer by the licensee to enter into the applicable BPPA in the event the Authority determines, under the relevant BPPA Auction, the licensee's bid to be the successful bid or (as the case may be) the successful reserve bid.

38A.7 Where an OLR Auction Bid is submitted by:

(a) a Voluntary OLR Licensee and the licensee specifies that the OLR Auction Bid:

(i) may not be considered by the Authority as a reserve bid, the OLR Auction Bid shall be capable of acceptance by the electricity generator at any time prior to the date which is 4 Working Days after the close of the auction in respect of the applicable BPPA;

(ii) may be considered by the Authority as a reserve bid, the OLR Auction Bid shall be capable of acceptance by the electricity generator at any time prior to the date which is 10 Working Days after the commencement date of the applicable BPPA entered into between the electricity generator and the licensed electricity supplier that submitted the bid determined by the Authority (under the relevant BPPA Auction) as the successful bid;

(b) a Mandatory OLR Licensee, the OLR Auction Bid shall be capable of acceptance by the electricity generator at any time prior to the date which is 10 Working Days after the commencement date of the applicable BPPA entered into between the electricity generator and the licensed electricity supplier that submitted the bid determined by the Authority (under the relevant BPPA Auction) as the successful bid.

**Power Purchase Agreement Scheme – Participation by Electricity Generators**

38A.8 For the purposes of this standard condition 38A, an electricity generator is eligible to enter into a BPPA under the Power Purchase Agreement Scheme in respect of a generating station (or a proportion of the capacity of a generating station) where:

(a) the generating station is an Eligible Generating Station;

(b) the generating station is located in Great Britain, in the territorial sea adjacent to Great Britain, or in a renewable energy zone designated as such under the Energy Act 2004;

(c) the electricity generator is, in respect of the generating station, a party to a Relevant Contract:

(i) which was entered into prior to any OLR Closure Date that is applicable in respect of the generating station; and

(ii) in respect of which the Contract Commencement Date has occurred on or before the date the electricity generator submitted its expression of interest to the Authority;

(d) the generating station (or the relevant proportion of the capacity of the generating station) is not subject to an existing BPPA (unless the existing BPPA is due to expire or terminate on or before the Preferred BPPA Commencement Date of any new BPPA in respect of the generating station);

(e) the electricity generator has not (and no previous party to the Relevant Contract described in paragraph 38A.8(c) has) previously withdrawn an expression of interest to enter into a BPPA in respect of the generating station after the date on which it (or the previous party to the Relevant Contract described in paragraph 38A.8(c)) submitted to the Authority a Statement of Confirmation in respect of that expression of interest;

(f) the electricity generator has not (and no previous party to the Relevant Contract described in paragraph 38A.8(c) has) failed to enter into a BPPA in respect of the generating station within 3 Working Days of receiving from the Authority, under and in accordance with the PPA Scheme Regulations, a copy of the BPPA signed by a licensed electricity supplier;

(g) the electricity generator has not (and no previous party to the Relevant Contract described in paragraph 38A.8(c) has), failed to comply with:

(i) a notice given by the Authority under and in accordance with the PPA Scheme Regulations requiring the submission of further Project Information; or

(ii) a notice given by the Authority under and in accordance with the PPA Scheme Regulations where the Authority has identified an error or omission in any Project Information submitted by the electricity generator (or the previous party to the Relevant Contract described in paragraph 38A.8(c)),

in each case within 5 days of the date on which the relevant notice was given;

(h) subject to the application of paragraph 38A.25, any BPPA previously entered into in respect of the generating station (whether by the electricity generator or any previous party to the Relevant Contract described in paragraph 38A.8(c)) has not been terminated by a licensed electricity supplier in exercise of a termination right under the BPPA in favour of the licensed electricity supplier; and

(i) the electricity generator is:

(i) where the Final Installed Capacity of the generating station is less than 100MW, seeking to enter into a BPPA for the total amount of the Final Installed Capacity;

(ii) where the Final Installed Capacity of the generating station is equal to or more than 100MW, seeking to enter into a BPPA for at least 50% of the Final Installed Capacity.

38A.9 Where the Authority is required under and in accordance with the PPA Scheme Regulations to determine whether an electricity generator is eligible to participate in the Power Purchase Agreement Scheme, in assessing whether the requirements set out in:

(a) paragraphs 38A.8(c) and 38A.8(i) are met, the Authority's assessment shall be made by reference to information provided to the Authority by the CFD Counterparty;

(b) paragraphs 38A.8(a), 38A.8(b) and 38A.8(d) to 38A.8(i) are met, the Authority's assessment shall be made by reference to information provided to or held by the Authority for the purposes of the Power Purchase Agreement Scheme.

**Generator's Expression of Interest**

38A.10 Paragraph 38A.11 applies where an electricity generator has, in the form and manner specified by the Authority, submitted an expression of interest to the Authority which:

(a) states that the electricity generator is seeking to enter into a BPPA under the Power Purchase Agreement Scheme;

(b) specifies the generating station in respect of which the electricity generator is seeking to enter into a BPPA;

(c) states that the electricity generator is eligible to enter into a BPPA in respect of the specified generating station; and

(d) provides the following information:

(i) the full name of the electricity generator (and, if applicable, the jurisdiction of its registration and registration number);

(ii) the Final Installed Capacity of the generating station;

(iii) where the electricity generator is seeking a BPPA in respect of a proportion of the Final Installed Capacity, the total amount of capacity (expressed in MW) for which a BPPA is sought;

(iv) the location and GSP Group of, and technology used by, the generating station; and

(v) the agreement number of the Relevant Contract to which the generating station is subject.

38A.11 Where this paragraph applies the licensee will, by such means as the Authority may from time to time specify:

(a) be notified by the Authority, under and in accordance with the PPA Scheme Regulations, of the electricity generator's expression of interest; and

(b) receive a copy of the information referred to in paragraph 38A.10(d) and any of the Project Information (but excluding the Statement of Confirmation) that the electricity generator may also have provided with its expression of interest.

**Project Information**

38A.12 Project Information, in respect of an expression of interest, comprises:

(a) a statement of the number of BPPAs the electricity generator is seeking to enter into in respect of the generating station;

(b) a completed copy of the Project Information Schedule for each BPPA the electricity generator is seeking to enter into, which Project Information Schedule must:

(i) where it is submitted to the Authority by the electricity generator less than 5 Working Days after the submission of the expression of interest, include a Preferred BBPA Commencement Date that is a date which is between 26 and 45 Working Days after the date the electricity generator submits the expression of interest;

(ii) where it is submitted to the Authority by the electricity generator 5 or more Working Days after the submission of the expression of interest, include a Preferred BPPA Commencement Date that is a date which is between 22 and 41 Working Days after the date the electricity generator submits the Statement of Confirmation;

(c) information in respect of any other matter, as may be specified from time to time by the Authority, which is required from the electricity generator for the purposes of entering into a BPPA under the Power Purchase Agreement Scheme; and

(d) a Statement of Confirmation.

**Provision of Information to the Authority**

38A.13 Paragraph 38A.14 applies where:

(a) following receipt of a notice referred to in paragraph 38A.11(a) or an OLR Notice; and

(b) prior to the date by which an OLR Auction Bid is to be submitted to the Authority,

the licensee becomes aware of any information that leads it to believe that the electricity generator is not eligible to enter into a BPPA under the Power Purchase Agreement Scheme in respect of the generating station for which that notice is issued.

38A.14 Where this paragraph applies the licensee must take all reasonable steps to:

(a) notify the Authority that it has become aware of such information as is referred to in paragraph 38A.13; and

(b) send a copy of that information to the Authority,

as soon as reasonably practicable prior to the date by which an OLR Auction Bid is to be submitted to the Authority.

**Entering into a BPPA**

38A.15 Paragraphs 38A.16 and 38A.17 apply where the licensee is notified by the Authority that its OLR Auction Bid is determined as the successful bid (or the successful reserve bid).

38A.16 Where this paragraph applies and the licensee does not, within 3 Working Days of receiving the notification referred to in paragraph 38A.15, receive from the electricity generator a copy of the applicable BPPA signed and dated by the electricity generator, the licensee must as soon as reasonably practicable notify the Authority that the applicable BPPA has not been entered into.

38A.17 Where this paragraph applies and the licensee receives from the electricity generator a copy of the applicable BPPA signed and dated by the electricity generator, the licensee must within 3 Working Days of receiving that copy of the applicable BPPA:

(a) notify the Authority that the BPPA has been entered into and of the commencement date of the BPPA; and

(b) submit to the Authority the evidence referred to in paragraph 38A.18.

38A.18 The evidence referred to in this paragraph is evidence that the licensee:

(a) meets the required credit rating under the BPPA; or

(b) has provided the credit support required under the BPPA, which evidence must be:

(i) proof that the licensee (or any person acting on its behalf) has deposited cash in the electricity generator's nominated bank account; or

(ii) a copy of the letter of credit or parent company guarantee (as the case may be) provided by the licensee to the electricity generator under the BPPA.

**Termination of a BPPA**

38A.19 Paragraph 38A.20 applies where:

(a) the licensee is a party to a BPPA; and

(b) either party to the BPPA serves on the other party a Termination Notice (or purported Termination Notice) under the BPPA.

38A.20 Where this paragraph applies the licensee must, in each case as soon as reasonably practicable:

(a) give notice to the Authority that a Termination Notice (or purported Termination Notice) has been served under the BPPA;

(b) send a copy of the Termination Notice (or purported Termination Notice) to the Authority;

(c) where the validity of such a Termination Notice served is disputed by the recipient, give notice to the Authority of:

(i) the grounds for termination given by the party serving the Termination Notice;

(ii) the date on which the Termination Notice is stated to take effect; and

(iii) the nature of the dispute;

(d) where:

(i) the recipient of the Termination Notice is the electricity generator; and

(ii) that electricity generator serves a claim form on the licensee disputing the licensee's right to terminate the BPPA,

give notice to the Authority that it has been served with the claim form; and

(e) where the licensee has in accordance with paragraph 38A.20(c) or 38A.20(d) notified the Authority of a dispute, give notice to the Authority of the outcome of that dispute.

**Disputes Regarding Termination of a BPPA**

38A.21 Where the licensee is a party to a BPPA, the licensee must ensure it does not commit a breach of the BPPA which results in the termination of that BPPA by the counterparty to that BPPA.

38A.22 Paragraph 38A.23 applies where the Authority has:

(a) received a notice pursuant to paragraph 38A.20(a) stating that the licensee has served a Termination Notice under a BPPA; and

(b) not received a notice pursuant to paragraph 38A.20(d) in respect of that BPPA (the 'old BPPA').

38A.23 Where this paragraph applies the Authority shall determine that the information held by, or provided to, it does not support an electricity generator's statement that it meets the requirement set out in paragraph 38A.8(h) in respect of the generating station which is the subject of the old BPPA.

38A.24 Paragraph 38A.25 applies where the Authority has received:

(a) a notice pursuant to paragraph 38A.20(a) stating that the licensee has served a Termination Notice under a BPPA; and

(b) a notice pursuant to paragraph 38A.20(d) in respect of that BPPA (the 'old BPPA').

38A.25 Where this paragraph applies the Authority shall determine, unless and until such date as it is notified of a court judgment, which is a final judgment, in favour of the licensee upholding the right of the licensee to terminate the BPPA, that the information held by, or provided to, it supports an electricity generator's statement that it has met the requirement set out in paragraph 38A.8(h), in respect of the generating station which is the subject of the old BPPA.

38A.26 For the purposes of paragraph 38A.25, a court judgment is a final judgment:

(a) if the judgment has not been appealed against, at the end of the period for bringing an appeal; or

(b) if the judgment is appealed, the appeal has been disposed of by virtue of it:

(i) being determined and the period within which any further appeal may be brought having expired; or

(ii) being abandoned or otherwise ceasing to have effect.

**Mandatory OLR Licensee**

38A.27 The licensee shall be a "**Mandatory Licensed Supplier"** in respect of any OLR Year where it receives a notice from the Authority, given under and in accordance with the PPA Scheme Regulations, stating that the licensee is required to participate in all auctions which take place in a particular OLR Year on the basis that it meets the relevant criterion set out in paragraph 38A.28 (a **Mandatory Notice**).

38A.28 The relevant criterion is that the total amount of electricity supplied by the licensee, or by the licensee and any Affiliate of the licensee, to Customers in the Applicable OLR Year is equal to or greater than 6% of the total amount of electricity supplied by all licensed electricity suppliers to Customers in the Applicable OLR Year.

38A.29 Where the licensee receives a Mandatory Notice and does not already have an Additional BM Unit registered in its name for every GSP Group, it must within 20 Working Days of that Mandatory Notice commence all necessary steps to ensure that an Additional BM Unit is registered in its name for every GSP Group.

**BPPA Terms and Conditions**

38A.30 Each BPPA to be entered into under the Power Purchase Agreement Scheme shall incorporate all of the terms and conditions determined by the Secretary of State in accordance with the PPA Scheme Regulations which shall (as a minimum):

(a) provide for automatic expiry of the BPPA on the first anniversary of its commencement date; and

(b) include terms and conditions:

(i) setting out the methodology to be applied for calculating the price to be paid to the electricity generator on a £/MWh basis for contracted electrical output (other than any excess output). That methodology shall provide for the price to be calculated by applying a discount to the market reference price which applies under the Relevant Contract to which the relevant generating station is subject with the discount being calculated by applying an indexation formula to a specified initial discount;

(ii) providing for monthly payments to the electricity generator for the contracted electrical output of the generating station sold and delivered (as evidenced by metering equipment at the generating station) by the electricity generator under the BPPA with the price for such output (excluding excess output) being calculated in accordance with the methodology set out in the BPPA;

(iii) setting out the circumstances in which the buyer of the contracted electrical output is obliged to provide credit support to the electricity generator, the nature of such credit support and the method for calculating the amount of such credit support;

(iv) requiring the electricity generator to install and maintain metering equipment at the generating station for the purposes of measuring the contracted electrical output and, where the generating station is or will be connected to a distribution network, requiring the buyer of the contracted electrical output to register the metering equipment;

(v) comprising warranties by each party to the BPPA, including warranties that it has in place policies designed to prevent the occurrence of bribery and corrupt conduct, and obligations regarding compliance with those policies;

(vi) obliging each party to the BPPA to comply with applicable laws;

(vii) for the provision by the electricity generator to the buyer of the contracted electrical output no less than monthly of forecasts of the likely future availability of the generating station;

(viii) requiring the electricity generator to notify the buyer of the contracted electrical output of periods in which maintenance of the generating station is planned;

(ix) setting out the circumstances in which the BPPA may be terminated by a party prior to its automatic expiry; and

(x) providing a mechanism for the resolution of disputes.

## OLR Levelisation Process

38A.31 The licensee must:

(a) participate in the levelisation process set out in Part 3 of the PPA Scheme Regulations;

(b) cooperate with the Authority to provide such information as is required by the Authority under and in accordance with the PPA Scheme Regulations for the efficient administration of the OLR levelisation account; and

(c) make such levelisation payments as it is required to make into the OLR levelisation account pursuant to Part 3 of the PPA Scheme Regulations,

in accordance with the Authority's instructions.

## Interpretation and Definitions

38A.32 In this Condition, unless the context requires otherwise, any reference to a 'generating station' shall be read as a reference to:

(a) where the whole of the generating station is subject to a Relevant Contract, the whole of the generating station; and

(b) where only a part of the generating station is subject to a Relevant Contract, that part of the generating station that is subject to the Relevant Contract.

38A.33 In this Condition, a Statement of Confirmation means a statement signed by a director of the electricity generator which:

(a) declares that the Project Information submitted to the Authority by the electricity generator in respect of the electricity generator's expression of interest to enter into a BPPA is complete, true and accurate;

(b) confirms that the electricity generator meets the warranties set out in, and can comply with the terms of, each BPPA it is seeking to enter into and in respect of which it has submitted a completed Project Information Schedule;

(c) declares that the electricity generator will provide, where requested to do so by a licensed electricity supplier and within a reasonable period of time, such information as may be reasonably required by the electricity supplier for the purposes of enabling the electricity supplier to carry out its due diligence work prior to submitting an OLR Auction Bid; and

(d) confirms that the electricity generator understands that should it withdraw its expression of interest in respect of the generating station at any time following the submission of the statement or fail to enter into the applicable BPPA within 3 Working Days of receiving from the Authority a copy signed (but undated) by a

licensed electricity supplier, it will no longer be eligible to participate in the Power Purchase Agreement Scheme in respect of the generating station.

38A.34 In this Condition:

**Additional BM Unit** has the meaning given to it in the Balancing and Settlement Code on the date this standard condition 38A takes effect.

**Applicable OLR Year** means:

(a) for the purposes of determining whether the licensee is required to participate in all auctions which take place in the OLR Year starting on 1 April 2015, the twelve month period beginning on 1 October 2013 and ending on 30 September 2014; and

(b) for the purposes of determining whether the licensee is required to participate in all auctions which take place in any other OLR Year, the twelve month period beginning on 1 April and ending on 31 March immediately preceding the date of the Mandatory Notice.

**Backstop Power Purchase Agreement (BPPA)** means an agreement for the sale and purchase of electricity and associated renewables benefits for the period and incorporating the terms referred to in paragraph 38A.30.

**BPPA Auction** means, in respect of a BPPA, the auction held by the Authority in order to determine the successful and reserve bids for that BPPA.

**CFD Counterparty** means the person or persons designated as a counterparty for contracts for difference in accordance with section 7 of the Energy Act 2013.

**Contract Commencement Date** means, in respect of a Relevant Contract, the start date of the period in respect of which the obligations relating to payments to be made under that Relevant Contract first take effect.

**Eligible Generating Station** has the same meaning given to "eligible generating station" in paragraph 1 of the Schedule to the Contracts for Difference (Definition of Eligible Generator) Regulations 2014, but excludes a generating station of the

| | |
|---|---|
| | type described in paragraphs 1(d) and 1(f) of that Schedule. |
| **SME Technical Specification** | means the document set out in Schedule 9 of the Smart Energy Code. |
| **Final Installed Capacity** | means the final installed capacity (expressed in MW) of the generating station as notified by the electricity generator to the CFD Counterparty. |
| **GSP Group** | has the meaning given to it in the Balancing and Settlement Code on the date this standard condition 38A takes effect. |
| **Management Fee** | means, in respect of any BPPA, the fee which the licensee will charge for entering into and managing that BPPA, which fee shall be expressed as an amount (whether negative or positive) for each MWh of electricity purchased under that BPPA. |
| **Mandatory Licensed Supplier** | has the meaning given to it in paragraph 38A.27. |
| **OLR Auction Bid** | means an offer to enter into a BPPA in respect of a generating station (or a proportion of the capacity of the generating station), submitted by the licensee, or where the context requires by any other licensed supplier, in accordance with this standard condition 38A. |
| **OLR Closure Date** | means, in respect of an Eligible Generating Station of a particular technology, the date (if any) published by the Secretary of State in accordance with Regulation 3(4)(b) of the PPA Scheme Regulations. |
| **OLR levelisation account** | has the meaning given to it in the PPA Scheme Regulations. |
| **OLR Notice** | has the meaning given to it in paragraph 38A.4. |
| **OLR Year** | means a period of 12 months commencing on 1 April and ending on the next 31 March. |
| **Power Purchase Agreement Scheme** | means the scheme established pursuant to sections 50 and 51 of the Energy Act 2013. |
| **PPA Scheme Regulations** | means the Power Purchase Agreement Scheme Regulations 2014. |

| | |
|---|---|
| **Preferred BPPA Commencement Date** | means, in respect of any BPPA, the date specified (or, where the context requires, to be specified) as the preferred commencement date in the Project Information Schedule to that BPPA (being a date which satisfies the requirements of paragraph 38.12(b)). |
| **Project Information** | has the meaning given to it in paragraph 38A.12. |
| **Project Information Schedule** | in respect of any BPPA means the schedule to such a BPPA which is entitled 'Project Information'. |
| **Relevant Contract** | means:<br>(a) a contract for difference entered into by an electricity generator pursuant to chapter 2 of Part 2 of the Energy Act 2013; or<br>(b) an investment contract entered into by an electricity generator pursuant to chapter 4 of Part 2 of the Energy Act 2013. |
| **Termination Notice** | means a notice given under and in accordance with a BPPA which provides for the BPPA to be terminated prior to the expiry date of the BPPA. |
| **Voluntary Licensed Supplier** | means a licensed electricity supplier that is not a Mandatory Licensed Supplier. |
| **Working Day** | has the meaning given to it in the PPA Scheme Regulations. |

# Condition 39: Smart Metering System – Roll-out, Installation and Maintenance

## PART A - ROLL-OUT DUTY AND EXCEPTIONS TO THE DUTY

The roll-out duty

39.1 The licensee must take all reasonable steps to ensure that a Relevant Smart Metering System is installed on or before ARS Specified Date at each Domestic Premises or Designated Premises in respect of which it is the Relevant Electricity Supplier.

39.2 The requirement in paragraph 39.1 is subject to paragraphs 39.3, 39.4, 39.5 and 39.6.

**Exception for Domestic and Designated Premises – Current Transformer Meters**

39.3 The requirement in paragraph 39.1 does not apply in respect of any Domestic Premises or Designated Premises at which either:

(a) the existing Electricity Meter is a Current Transformer Electricity Meter; or

(b) any New Electricity Meter or Replacement Electricity Meter installed or arranged to be installed by the licensee is a Current Transformer Electricity Meter,

and where in either case:

(c) that Current Transformer Electricity Meter meets any requirements which apply to it by virtue of paragraph 12.24 or 12.26 of standard condition 12 (Matters relating to Electricity Meters).

**Exception for Designated Premises - Advanced Meter Arrangements**

39.4 The requirement in paragraph 39.1 does not apply in respect of any Designated Premises:

(a) where:

(i) the licensee or any other person has, prior to the Relevant Date, made arrangements for an Advanced Meter to be installed at that Designated Premises; and

(ii) the obligation under those arrangements to install an Advanced Meter is to be satisfied by a date which is also prior to the Relevant Date; and

(b) where either:

(i) the Relevant Date has not yet occurred; or

(ii) the Relevant Date has occurred and the Electricity Meter installed at the Designated Premises is an Advanced Meter that was installed prior to that date.

**Exception for Designated Premises - Advanced Meter Contract**

39.5 The requirement in paragraph 39.1 does not apply in respect of any Designated Premises:

(a) where:

(i) the licensee or any other person has, prior to 6 April 2016, entered into a contract with the Customer at the Designated Premises to install or arrange the installation of an Advanced Meter at that Designated Premises; and

(ii) the obligation under that contract is for the Advanced Meter to be installed on or before the ARS Specified Date ; and

(b) whether either:

(i) on or before the ARS Specified Date has not yet occurred; or

(ii) the date which falls immediately after the ARS Specified Date has occurred and the Electricity Meter installed at the Designated Premises is the Advanced Meter that was first installed, on or before the ARS Specified Date , prior to that date.

**Exception for Designated Premises – Non-Domestic, Non-Micro Business Consumers**

39.6 The requirement in paragraph 39.1 does not apply in respect of any Designated Premises:

(a) that are Designated Premises of a Non-MB Consumer; and

(b) where:

(i) the licensee or any other person has either made arrangements for an Advanced Meter to be installed at the Designated Premises or entered into a contract with the Non-MB Consumer to install or arrange the installation of an Advanced Meter at the Designated Premises;

(ii) the licensee has communicated, in plain and intelligible language, the Relevant Information to the Non-MB Consumer; and

(iii) the Non-MB Consumer has chosen not to have a Smart Metering System installed at the Designated Premises.

**Part B - DUTY IN RELATION TO REPLACEMENT METERS AND NEW CONNECTIONS AND Exceptions from the Duty**

**The duty in relation to replacement meters and new connections**

39.7 The licensee must take all reasonable steps to ensure that at each Domestic Premises or Designated Premises in respect of which:

(a) it is the Relevant Electricity Supplier, any Replacement Electricity Meter which is installed or is arranged to be installed forms part of a Relevant Smart Metering System;

(b) it is to be the first Relevant Electricity Supplier, any New Electricity Meter which is installed or is arranged to be installed forms part of a Relevant Smart Metering System.

39.8 The requirement in paragraph paragraph 39.7 is subject to paragraphs 39.10, 39.11, 39.12 and 39.13.

39.9 The requirement in paragraph paragraph 39.7 and paragraphs 39.10, 39.11, 39.12 and 39.13 apply only with effect from any date specified by the Secretary of State in a direction issued to the licensee in accordance with this paragraph.

**Exception for Domestic and Designated Premises – Current Transformer Meters**

39.10 The requirement in paragraph 39.7 does not apply in respect of any Domestic Premises or Designated Premises at which either:

(a) the existing Electricity Meter is a Current Transformer Electricity Meter; or

(b) any New Electricity Meter or Replacement Electricity Meter installed or arranged to be installed by the licensee is a Current Transformer Electricity Meter,

and where in either case:

(c) that Current Transformer Electricity Meter meets any requirements which apply to it by virtue of paragraph 12.24 or 12.26 of standard condition 12 (Matters relating to Electricity Meters).

**Exception for Designated Premises - Advanced Meter Arrangements**

39.11 The requirement in paragraph 39.7 does not apply in respect of any Designated Premises where:

(a) the licensee or any other person has, prior to the Relevant Date, made arrangements for an Advanced Meter to be installed at that Designated Premises;

(b) the obligation under those arrangements to install an Advanced Meter is to be satisfied by a date which is also prior to the Relevant Date; and

(c) the Relevant Date has not yet occurred.

**Exception for Designated Premises – Advanced Meter Contract**

39.12 The requirement in paragraph 39.7 does not apply in respect of any Designated Premises:

(a) where:

(i) the licensee or any other person has, prior to 6 April 2016, entered into a contract with the Customer at the Designated Premises to install or arrange the installation of an Advanced Meter at that Designated Premises; and

(ii) the obligation under that contract is for the Advanced Meter to be installed on or before the ARS Specified Date ; and

(b) where both:

(i) the Advanced Meter has not yet been installed at the Designated Premises pursuant to the contract; and

(ii) the date which falls immediately after the ARS Specified Date has not yet occurred.

**Exception for Designated Premises – Non-Domestic, Non-Micro Business Consumers**

39.13 The requirement in paragraph 39.7 does not apply in respect of any Designated Premises:

(a) that are Designated Premises of a Non-MB Consumer; and

(b) where:

(i) the licensee or any other person has either made arrangements for an Advanced Meter to be installed at the Designated Premises or entered into a contract with the Non-MB Consumer to install or arrange the installation of an Advanced Meter at the Designated Premises;

(ii) the licensee has communicated, in plain and intelligible language, the Relevant Information to the Non-MB Consumer;

(iii) the Non-MB Consumer has chosen not to have, or where there is installed at the Designated Premises a Smart Metering System has chosen not to continue to have, a Smart Metering System installed at the Designated Premises; and

(iv) the Replacement Electricity Meter or New Electricity Meter installed or arranged to be installed at the Designated Premises is an Advanced Meter.

**PART C – DUTIES AFTER INSTALLATION AND DEFINITIONS**

**The duties after installation maintenance and replacement of Smart Metering Systems**

39.14 Paragraphs 39.15 to 39.20 apply to the licensee in respect of each Domestic Premises and Designated Premises at which:

(a) it is the Relevant Electricity Supplier; and

(b) there is installed a Smart Metering System,

(the **relevant premises**).

**Maintenance of Smart Metering Systems**

39.15 Where this paragraph applies, the licensee must take all reasonable steps to ensure that the Smart Metering System at the relevant premises is maintained so that at all times it satisfies the requirements Version of the ESME Technical Specification which is:

(a) within its Maintenance Validity Period;

(b) the same Version in respect of all devices (but excluding for this purpose a Communications Hub) comprised within that Smart Metering System;

(c) where the Smart Metering System at the premises includes a Communications Hub, Compatible with the Version of the CH Technical Specification in accordance with which that Communications Hub is maintained by the DCC;

(d) where there is installed at the relevant premises a PPMID, Compatible with the Version of the PPMID Technical Specification in accordance with which that PPMID is maintained by the licensee;

(e) where there is installed at the relevant premises a HCALCS, Compatible with the Version of the HCALCS Technical Specification in accordance with which that HCALCS is maintained by the licensee;

(f) where there is provided at the relevant premises an IHD, Compatible with the Version of the IHD Technical Specification in accordance with which that IHD is maintained by the licensee during the period which it is required to be maintained;

(g) where there is provided at the relevant premises a SAPC, Compatible with the Version of the SAPC Technical Specification in accordance with which that SAPC is maintained by the licensee during the period in which it is required to be maintained; and

(h) where there is provided at the relevant premises an Additional Electricity Smart Meter, Compatible with the Version of the ESME Technical Specification in accordance with which that Additional Electricity Smart Meter is maintained by the licensee during the period in which it is required to be maintained.

39.16 The requirement in paragraph 39.15 is subject to paragraphs 39.17, 39.19 and 39.20.

39.17 Where on any given date a Smart Metering System is maintained by the licensee such that it satisfies the requirements of a particular Version of the ESMETechnical Specification, the licensee must take all reasonable steps to ensure that the Smart Metering System is not subsequently maintained by the licensee so as to satisfy the requirements of an earlier Version (as indicated by a lower Principal Version number and/or a lower Sub-Version number) of the ESME Technical Specification notwithstanding that any such earlier Version may otherwise meet the requirements of paragraph 39.15.

**Replacement of Smart Metering Systems**

39.18 Paragraph 39.19 applies where:

(a) paragraph 39.15 applies to the licensee in respect of a Smart Metering System at relevant premises;

(b) the licensee removes or arranges to remove that Smart Metering System from the relevant premises in its entirety; and

(c) the licensee installs or arranges to be installed at the relevant premises, by way of replacement (whether in accordance with the requirement of paragraph 39.7(a) or otherwise), a new Smart Metering System.

39.19 Where this paragraph applies the licensee must ensure that any Smart Metering System that is installed or arranged to be installed by it at the relevant premises, by way of replacement, satisfies the requirements Version of the ESME Technical Specification which is:

(a) the same Version in respect of all devices (but excluding for this purpose a Communications Hub) comprised in the Smart Metering System; and

(b) compliant with paragraph 39.20.

39.20 A Version of the ESME Technical Specification is compliant with this paragraph where it is not earlier than the latest Version in accordance with which the licensee was required to maintain the Smart Metering System previously installed at the relevant premises by virtue of paragraph 39.17 (and, for these purposes, an earlier Version of the ESME Technical Specification is indicated by a lower Principal Version and/or Sub-Version number, and a later Version by a higher Principal Version and/or Sub-Version number).

**Exception**

39.21 The requirement in paragraph 39.15 does not apply in respect of any part of a Smart Metering System which consists of a Communications Hub.

**Definitions**

39.22 For the purposes of Part A and Part B of this condition:

**Relevant Smart Metering System** means, in respect of any Domestic Premises or Designated Premises a system installed at such premises for the purposes of the supply of electricity to those premises which on the Installation Date:

(a) consists of an Electricity Meter and any associated or ancillary devices identified in a Version of the ESME Technical Specification which is:

(i) within its Installation Validity Period; and

(ii) the same Version in respect of all such devices;

(b) as a minimum, has the functional capability specified by and complies with the other requirements of that Version of the ESME Technical Specification; and

(c) where the premises is a Domestic Premises, except where that Version of the ESME Technical Specification has a Principal Version number of 1, includes a Relevant Communications Hub.

39.23 For the purposes of this condition:

**Advanced Meter** means an Electricity Meter which satisfies the definition of 'advanced meter' in paragraph 12.19 of standard condition 12 (Matters relating to Electricity Meters) but which does not form part of a Smart Metering System.

**Domestic Energy Premises** means premises which (with respect to the supply of electricity) are Domestic Premises, or (with respect to the supply of gas) satisfy the definition of 'Domestic Premises' at standard condition 6 of the Gas Supply Licence.

**Energy Supplier** means the holder of an Electricity Supply Licence and/or a Gas Supply Licence.

**Large Energy Supplier** means an Energy Supplier which is not a Small Energy Supplier.

**Micro Business Energy Consumer** means a consumer of electricity or gas (or both) that is a Micro Business Consumer in accordance with:

(a) the meaning given to the term Micro Business Consumer in standard condition 7A (Supply to Micro Business Consumers); or

(b) the meaning given to the term Micro Business Consumer in standard condition 7A of the Gas Supply Licence.

**New Electricity Meter** means the Electricity Meter that is the first Electricity Meter to be installed or arranged to be installed at the relevant premises.

**Non-MB Consumer** means a Non-Domestic Customer that is not a Micro Business Energy Consumer.

| | |
|---|---|
| **Relevant Date** | means:<br>(d) where the licensee is a Large Energy Supplier, 28 April 2017; and<br>(e) where the licensee is a Small Energy Supplier, 17 August 2017,<br>or (in either case) such later date as the Secretary of State may direct. |
| **Relevant Information** | means information, which shall be accurate, comprehensive and not misleading, on the factors the Non-MB Consumer should reasonably take into account in deciding whether to have an Advanced Meter or a Smart Metering System installed at the Designated Premises. |
| **Replacement Electricity Meter** | means an Electricity Meter that replaces an Electricity Meter previously installed at the relevant premises. |
| **Small Energy Supplier** | means an Energy Supplier which supplied (whether with electricity, or gas, or both) fewer than 250,000 (two hundred and fifty thousand) Domestic Energy Premises on 15 February 2015. |

# Condition 39A: Qualifying Metering Systems – Post-2020 Roll-out and Installation

## The Post-2020 Roll-out Duty

39A.1 Paragraph 39A.2 applies in respect of a Rollout Year where the Secretary of State has, in accordance with paragraph 39A.7 (a) or (b), specified the value, or the methodology for calculating the value, of $T_y$, $DOMT_3$, $DEST_3$, $DOMT_4$ or $DEST_4$ (as the case may be) for that Rollout Year.

39A.2 Where this paragraph applies in respect of a Rollout Year, the licensee must ensure that, the number of Qualifying Metering Systems that are installed in:

(a) Qualifying Relevant Premises in:

i. The First Rollout Year is greater than or equal to the target number determined for that Rollout Year in accordance with paragraph 39A.5(a);

ii. the Second Rollout Year is greater than or equal to the target number determined for that Rollout Year in accordance with paragraph 39A.5(b);

(b) Qualifying Relevant Domestic Premises in:

i. the Third Rollout Year is greater than or equal to the target number determined for that Rollout Year in accordance with paragraph 39A.5(c);

ii. the Fourth Rollout Year is greater than or equal to the target number determined for that Rollout Year in accordance with paragraph 39A.5(e);

(c) Qualifying Relevant Designated Premises in:

i. the Third Rollout Year is greater than or equal to the target number determined for that Rollout Year in accordance with paragraph 39A.5(d);

ii. in the Fourth Rollout Year is greater than or equal to the target number determined for that Rollout Year in accordance with paragraph 39A.5(f).

## Qualifying Metering Systems

39A.3 For the purposes of this condition, a **Qualifying Metering System** means any of the following:

(a) in respect of any Rollout Year, a Smart Metering System;

(b) in respect of only the First Rollout Year and the Second Rollout Year, an Advanced Meter installed in the Designated Premises of a Non-MB Consumer in accordance with the requirements of paragraph 39.13(b) of

standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance);

(c) in respect of only the Third Rollout Year and the Fourth Rollout Year, an Advanced Meter installed in a Designated Premises in accordance with any of the requirements of standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance);

(d) in respect of any Rollout Year, a Current Transformer Electricity Meter, installed in either Designated Premises or Domestic Premises, that is an Advanced Meter.

**Qualifying Relevant Premises, Qualifying Relevant Domestic Premises and Qualifying Relevant Designated Premises**

39A.4 For the purposes of this condition, **Qualifying Relevant Premises** means:

(a) a Domestic Premises in respect of which the licensee is the Relevant Electricity Supplier and at which there is installed neither:

i. a Smart Metering System; nor

ii. an Advanced Meter installed in accordance with the requirements of standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance),

(and for the purposes of this condition any such Domestic Premises is a **Qualifying Relevant Domestic Premises**), and

(b) a Designated Premises in respect of which the licensee is the Relevant Electricity Supplier and at which there is installed neither:

i. a Smart Metering System; nor

ii. an Advanced Meter installed in accordance with the requirements of standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance)

(and for the purposes of this condition any such Designated Premises is a **Qualifying Relevant Designated Premises**).

**The Target**

39A.5 For the purposes of this condition:

(a) the target number referred to in paragraph 39A.2(a)(i) shall in relation to the First Rollout Year be calculated in accordance

with the following formula:

$$N_y = \left(\frac{1}{a_y} RSMS_y\right) - T_y$$

where:

Ny means the target number for the First Rollout Year;

ay means a number which is used to calculate a proportion, and shall be equal for the First Rollout Year to the number specified for that Rollout Year in the table at paragraph 39A.6;

RSMSy means, in relation to the First Rollout Year, the number of Qualifying Relevant Premises at which a Qualifying Metering System had not been installed by the date which immediately precedes the start date of that Rollout Year ;

Ty means a number representing a tolerance level, which shall have the value that is determined in accordance with paragraph 39A.7 (a); and

y means the First Rollout Year.

(b) the target number referred to in paragraph 39A.2(a)(ii) shall in relation to the Second Rollout Year be the lower of the numbers resulting from the calculation of the following formulas:

i. $N_y = \left(\frac{1}{3}\left(TMS_y - \left(S_1 + NQ_1\right)\right)\right) - T_y$; and

ii. $N_y = \left(\frac{1}{3} RSMS_y\right) - T_y$

where:

$N_y$ means the target number for the Second Rollout Year (but where when calculated in accordance with either of the above formulas $N_y$ would be a negative number, it shall be deemed to be zero for the purposes of this condition);

$RSMS_y$ means the number of Qualifying Relevant Premises at which a Qualifying Metering System had not been installed by the date which immediately precedes the start date of the Second Rollout Year;

$TMS_y$ means the number of Domestic Premises and Designated Premises in respect of which the licensee is the Relevant Electricity Supplier at the start date of the Second Rollout Year,

$S_1$ means:

(i) the number of Domestic Premises and Designated Premises in respect of which the licensee was the Relevant Electricity Supplier on, and at which a Qualifying Metering System was installed by, the date which immediately precedes the start date of the First Rollout Year; plus

(ii) where applicable, the number of Last Resort Supply Premises;

$NQ_1$ means the number of Qualifying Relevant Premises at which the licensee installed a Qualifying Metering System during the First Rollout Year;

$T_y$ means a number representing a tolerance level for the Second Rollout Year, which shall have the value that is determined in accordance with paragraph 39A.7(a); and

y means the Second Rollout Year,

save that with regard to the terms $S_1$ and $NQ_1$ the number of Domestic Premises and Designated Premises in respect of which the licensee ceased to be the Relevant Electricity Supplier during the First Rollout Year by virtue of a Supplier-Led Transfer shall not be counted for the purposes of the calculation;

(c) the target number referred to in paragraph 39A.2(b)(i) shall in relation to the Third Rollout Year be calculated in accordance with the following formula:

$$N_3 = \left(\frac{1}{2} DOMRSMS_3\right) - \mathrm{DOMT_3}$$

where:

$N_3$ means the target number for the Third Rollout Year for Qualifying Relevant Domestic Premises (but where when calculated in accordance with the above formula $N_3$ would be a negative number, it shall be deemed to be zero for the purposes of this condition);

$DOMRSMS_3$ means the number of Qualifying Relevant Domestic Premises at which a Qualifying Metering System had not been installed by the date which immediately precedes the start date of the Third Rollout Year; and

$\mathrm{DOMT_3}$ means a number representing a tolerance level for the Third Rollout Year which shall have the value that is determined in accordance with paragraph 39A.7(b);

(d) the target number referred to in paragraph 39A.2(c)(i) shall in relation to the Third Rollout Year be the lower of the numbers resulting from the calculation of the following formulas:

*i.* $N_3 = \left(\frac{1}{2}\left(DESTMS_3 - (DESS_2 + DESNQ_2)\right)\right) - DEST_3$ and

ii. $N_3 = \left(\frac{1}{2} DESRSMS_3\right) - \mathrm{DEST}_3$

where:

$N_3$ means the target number for the Third Rollout Year for Qualifying Relevant Designated Premises (but where when calculated in accordance with either of the above formulas $N_3$ would be a negative number, it shall be deemed to be zero for the purposes of this condition);

$DESRSMS_3$ means the number of Qualifying Relevant Designated Premises at which a Qualifying Metering System had not been installed by the date which immediately precedes the start date of the Third Rollout Year;

$\mathrm{DESTMS}_3$ means the number of Designated Premises in respect of which the licensee is the Relevant Electricity Supplier at the start date of the Third Rollout Year,

$\mathrm{DESS}_2$ means:

(i) the number of Designated Premises in respect of which the licensee was the Relevant Electricity Supplier on, and at which a Qualifying Metering System was installed by, the date which immediately precedes the start date of the Second Rollout Year; plus

(ii) where applicable, the number of Last Resort Supply Premises;

$DESNQ_2$ means the number of Qualifying Relevant Designated Premises at which the licensee installed a Qualifying Metering System during the Second Rollout Year; and

$\mathrm{DEST}_3$ means a number representing a tolerance level for the Third Rollout Year which shall have the value that is determined in accordance with paragraph 39A.7(b),

save that with regard to the terms $\mathrm{DESS}_2$ and $\mathrm{DESNQ}_2$:

(i) the number of Designated Premises in respect of which the licensee ceased to be the Relevant Electricity Supplier during the Second Rollout Year by virtue of a Supplier-Led Transfer; and

(ii) the number of Designated Premises which during the Second Rollout Year were reclassified as Domestic Premises and in respect of which the licensee continued to be the Relevant Electricity Supplier for the remainder of the Second Rollout Year;

shall not be counted for the purposes of the calculation;

(e) the target number referred to in paragraphs 39A.2(b)(ii) shall in relation to the Fourth Rollout Year be calculated in accordance with the following formula:

$$N_4 = DOMRSMS_4 - \mathrm{DOMT}_4$$

where:

$N_4$ means the target number for the Fourth Rollout Year for Qualifying Relevant Domestic Premises (but where when calculated in accordance with the above formula $N_4$ would be a negative number, it shall be deemed to be zero for the purposes of this condition);

$DOMRSMS_4$ means the number of Qualifying Relevant Domestic Premises at which a Qualifying Metering System had not been installed by the date which immediately precedes the start date of the Fourth Rollout Year; and

$\mathrm{DOMT}_4$ means a number representing a tolerance level for the Fourth Rollout Year which shall have the value that is determined in accordance with paragraph 39A.7(b); and

(f) the target number referred to in paragraph 39A.2(c)(ii) shall in relation to the Fourth Rollout Year be calculated in accordance with the following formula:

$$N_4 = DESRSMS_4 - \mathrm{DEST}_4$$

where:

$N_4$ means the target number for the Fourth Rollout Year for Qualifying Relevant Designated Premises (but where when calculated in accordance with the above formula $N_4$ would be a negative number, it shall be deemed to be zero for the purposes of this condition); ;

$DESRSMS_4$ means the number of Qualifying Relevant Designated Premises at which a Qualifying Metering System had not been installed by the date which immediately precedes the start date of the Fourth Rollout Year; and

$\mathrm{DEST}_4$ means a number representing a tolerance level for the Fourth Rollout Year which shall have the value that is determined in accordance with paragraph 39A.7(b).

39A.6 For the purposes of paragraph 39A.5 (a), in the First Rollout Year, the value of $a_y$ shall be that which is set out in respect of that Rollout Year in the table immediately below:

| **Rollout Year** | **Value of $a_y$** |
|---|---|
| First Rollout Year | 4 |
| Second Rollout Year | N/A |
| Third Rollout Year | N/A |
| Fourth Rollout Year | N/A |

39A.7 For the purposes of:

(a) paragraphs 39A.5, (a) and (b) the value of Ty, for the Rollout Year in respect of which each such paragraph applies, shall be equal to the value (for that term) which is specified in, or calculated in accordance with a methodology specified in, a document published and issued by the Secretary of State for the purposes of this Condition 39A, following consultation with all holders of Gas Supply Licences and Electricity Supply Licences and such other persons as the Secretary of State considers appropriate;

(b) paragraphs 39A.5(c), (d), (e) and (f) the value of $DOMT_3$, $DEST_3$, $DOMT_4$ and $DEST_4$ (as the case may be for the Rollout Year in respect of which each such paragraph applies), shall be equal to the value (for that term) which is specified in, or calculated in accordance with a methodology specified in, any one or more document published and issued by the Secretary of State for the purposes of this Condition 39A, following consultation (which may be undertaken prior to or after the date on which this paragraph comes into force) with all holders of Gas Supply Licences and Electricity Supply Licences and such other persons as the Secretary of State considers appropriate.

39A.8 The provisions of:

(a) paragraph 39A.7(a) may be relied upon by the Secretary of State on more than one occasion by means of any document which, from time to time, expressly replaces the previous value that is specified for, or previous methodology for calculating, $T_y$ in accordance with that paragraph;

(b) paragraph 39A.7(b) may be relied upon by the Secretary of State on more than one occasion by means of any one or more document which, from time to time, expressly replaces the previous value that is specified for, or previous methodology for calculating (as the case may be) $DOMT_3$, $DEST_3$, $DOMT_4$,and $DEST_4$ in accordance with that paragraph.

**Definitions**

39A.9 For the purposes of this condition:

**Advanced Meter** has the meaning given to it in standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance).

**First Rollout Year** means the twelve month period beginning on the date immediately following the ARS Specified Date.

**Fourth Rollout Year** means the twelve month period beginning on the date immediately following the last date of the Third Rollout Year.

**Last Resort Supply Premises** means:

(a) for the purposes of paragraph 39A.5(b), any Domestic Premises or Designated Premises at which:

(i) the licensee became the Relevant Electricity Supplier during the First Rollout Year by virtue of a Last Resort Supply Direction issued by the Authority to the licensee pursuant to standard condition 8 (Obligations under Last Resort Supply Direction); and

(ii) there was installed a Qualifying Metering System by the date immediately prior to the date on which the Last Resort Supply Direction had effect; and

(b) for the purposes of paragraph 39A.5(d), any Designated Premises at which:

(i) the licensee became the Relevant Electricity Supplier during the Second Rollout Year by virtue of a Last Resort Supply Direction issued by the Authority to the licensee pursuant to standard condition 8 (Obligations under Last Resort Supply Direction); and

(ii) there was installed a Qualifying Metering System by the date immediately prior to the date on which the Last Resort Supply Direction had effect

| | |
|---|---|
| **Non-MB Consumer** | has the meaning given to that expression in standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance). |
| **Qualifying Metering System** | has the meaning given to that expression in paragraph 39A.3. |
| **Qualifying Relevant Designated Premises** | has the meaning given to that expression in paragraph 39A.4(b). |
| **Qualifying Relevant Domestic Premises** | has the meaning given to that expression in paragraph 39A.4(a). |
| **Qualifying Relevant Premises** | has the meaning given to that expression in paragraph 39A.4. |
| **Rollout Year** | means each of the following:<br>(a) First Rollout Year;<br>(b) Second Rollout Year;<br>(c) Third Rollout Year; and<br>(d) Fourth Rollout Year. |
| **Second Rollout Year** | means the twelve month period beginning on the date immediately following the last date of the First Rollout Year. |
| **Supplier-led Transfer** | means, in relation to the supply of electricity to a Domestic Premises or a Designated Premises, the transfer of responsibility for that supply from the licensee to an Affiliate Electricity Licensee where the transfer was not initiated by or at the request of the Customer at the premises. |
| **Third Rollout Year** | means the twelve month period beginning on the date immediately following the last date of the Second Rollout Year. |

# Condition 40: Provision of an In-Home Display

## The general duty

40.1 The licensee must, where it installs or arranges for the installation of a Smart Metering System at any Domestic Premises on or after the Smart Metering Designated Date, ensure that it:

(a) provides to the Domestic Customer at the premises complete and accurate information, which does not mislead the Domestic Customer, concerning the availability and benefits of an In-Home Display;

(b) communicates that information in plain and intelligible language;

(c) offers the Domestic Customer the opportunity to have an In-Home Display provided at the Domestic Premises on or after the HAN Date;

(d) where the Domestic Customer accepts the offer, provides an In-Home Display at the premises, on or as soon as reasonably practicable after the HAN Date, and

(e) where it provides an In-Home Display pursuant to sub-paragraph (d), provides an In-Home Display that is of a type that is capable of being connected, through the HAN to the Smart Metering System at the premises, at the Specified Frequency Band, unless it would be technically impracticable for an In-Home Display provided at the premises to be so connected (and for the purposes of this sub-paragraph (e) it shall be considered to be technically impracticable for an In-Home Display provided at the premises to be so connected where any such connection cannot be made without the installation of additional equipment or the relocation of any part of the Smart Metering System at the premises).

40.2 The requirement in paragraph 40.1 is subject to paragraph 40.5 and 40.9(a).

**Duty in relation to the Offer of an In-Home Display**

40.3 This paragraph has effect from 1 July 2016 and applies where:

(a) pursuant to its obligation in paragraph 40.1, the licensee offers the Domestic Customer the opportunity to have an In-Home Display provided at the Domestic Premises; and

(b) prior to the Domestic Customer accepting or rejecting the opportunity to have an In-Home Display provided, the licensee also offers the Domestic Customer the opportunity to have provided to him an alternative to an In-Home Display.

40.4 Where paragraph 40.3 applies the licensee must:

not make it a condition of the offer referred to in paragraph 40.3(b) that in order to accept it the Domestic Customer must reject, or may not accept, the Licensee's offer, made pursuant to paragraph 40.1(c); and

ensure that the licensee's offer to provide an alternative to an In-Home Display does not in any way detract from, or otherwise undermine, the licensee's offer, made in accordance with and pursuant to paragraph 40.1(c).

## Exception to the general duty – Existing In-Home Display

40.5 The licensee is not required to comply with paragraph 40.1 if a device has been provided by any person at the Domestic Premises which on the date on which the Smart Metering System is installed at the Domestic Premises constitutes an In-Home Display.

## The duty on request of Domestic Customers

40.6 Where paragraph 40.7 applies, the licensee must:

(a) take all reasonable steps to provide, at Domestic Premises in respect of which it is the Relevant Electricity Supplier, an In-Home Display; and

(b) where it provides an In-Home Display pursuant to sub-paragraph (a), ensure that the In-Home Display it provides is of a type that is capable of being connected, through the HAN to the Smart Metering System at the premises, at the Specified Frequency Band, unless it would be technically impracticable for an In-Home Display provided at the premises to be so connected (and for the purposes of this sub-paragraph (b) it shall be considered to be technically impracticable for an In-Home Display provided at the premises to be so connected where any such connection cannot be made without the installation of additional equipment or the relocation of any part of the Smart Metering System at the premises).

40.7 This paragraph applies where:

(a) the Domestic Customer at premises in respect of which the licensee is the Relevant Electricity Supplier makes a request for the licensee to provide an In-Home Display within the Relevant Period; and

(b) prior to that request an In-Home Display has not been provided at the premises.

40.8 The requirement in paragraph 40.6 is subject to paragraphs 40.6 and 40.9(a) and 40.17.

## Exception to the general duty and the duty on request- Derogation from the Secretary of State

40.9 Where the Secretary of State gives a direction to the licensee under paragraph 40.10, the licensee:

(a) is not required to comply with paragraphs 40.1 and 40.6 to such extent and subject to such conditions as specified in the direction; and

(b) must submit to the Secretary of State the evidence specified in the direction by the Relevant Date.

40.10 The Secretary of State may give a direction to the licensee under this paragraph where the licensee submits, on or before 30 September 2016, an application to the Secretary of State for a derogation from the requirements in paragraphs 40.1 and 40.6.

40.11 Paragraph 40.12 applies where:

(a) the licensee is notified of a Proposed Supplier Transfer in respect of the premises of a Domestic Customer for which it is the Relevant Electricity Supplier; and

(b) the licensee has provided to that Domestic Customer an alternative to an In-Home Display pursuant to and in accordance with a direction given by the Secretary of State under paragraph 40.10.

40.12 Where this paragraph applies, the licensee must ensure that it offers, as soon as reasonably practicable after receiving the notification referred to in paragraph 40.11(a), the Domestic Customer the opportunity to have an In-Home Display provided at the Domestic Premises.

## The duty during the Relevant Period on and after provision of an IHD

40.13 The licensee must take all reasonable steps to ensure that, at each Domestic Premises in respect of which it is the Relevant Electricity Supplier and at which an In-Home Display has been provided, the In-Home Display is at all times during the Relevant Period maintained so that it satisfies the requirements of a Version of the IHD Technical Specification which is:

(a) within its Maintenance Validity Period; and

(b) where there is installed at the relevant premises a Smart Metering System:

(i) Compatible with the Version of the ESME Technical Specification in accordance with which that Smart Metering System is maintained by the licensee; and

(ii) where the Smart Metering System includes a Communications Hub, Compatible with the Version of the CH Technical Specification in accordance with which that Communications Hub is maintained by the DCC.

40.14 The requirement in paragraph 40.13 is subject to paragraph 40.15 and 40.18.

40.15 Where on any given date during the Relevant Period an In-Home Display is maintained by the licensee such that it satisfies the requirements of a particular Version of the IHD Technical Specification, the licensee must take all reasonable steps to ensure that the In-Home Display is not subsequently maintained by the licensee so as to satisfy the requirements of an earlier Version (as indicated by a lower Principal Version number and/or a lower Sub-Version number) of the IHD Technical Specification notwithstanding that any such earlier Version may otherwise meet the requirements of paragraph 40.13.

## The duty to deal with IHD faults

40.16 Where:

(a) the licensee is notified that there is a fault in an In-Home Display provided at a Domestic Premises in respect of which it is the Relevant Electricity Supplier;

(b) the consequence of the fault is that the In-Home Display no longer satisfies the minimum requirements of any Version of the IHD Technical Specification with which it is required to be maintained in accordance with paragraph 40.13;

(c) the Smart Metering System at the Domestic Premises was installed:

(i) on or after the Smart Metering Designated Date; and

(ii) no more than 12 months prior to the date on which the licensee is notified of the fault; and

(d) the licensee is in its reasonable opinion satisfied that the fault in the In-Home Display is not due to a failure by the Domestic Customer to take all reasonable steps to keep the In-Home Display in good working order,

the licensee must take all reasonable steps to repair or replace the faulty In-Home Display.

40.17 The requirement in paragraph 40.16 is subject to paragraph 40.18.

## Exceptions

40.18 Paragraphs 40.6, 40.13 and 40.16 apply:

(a) in all cases in respect of any Domestic Premises at which the licensee installed or arranged for the installation of the Smart Metering System; and

(b) in any other case, only from such date and to such extent as specified in a direction issued by the Secretary of State under this sub-paragraph.

## Definitions

40.19 For the purposes of this condition:

**Relevant Date** means the date specified, in the direction given to the licensee by the Secretary of State under paragraph 40.9, as the date by which the licensee must submit to the Secretary of State the evidence specified in the direction.

**Relevant Period** means, in respect of a Smart Metering System installed on or after the Smart Metering Designated Date:

(a) the period which commences on the date on which the Smart Metering System is installed at the Domestic Premises and ends 12 months after that date; or

(b) where the HAN Date is a date that is later than the Installation Date of the Smart Metering System, the period which commences on the HAN Date and ends 12 months after that date.".

# Condition 41: Smart Metering Installation and Installation Code of Practice – Domestic Customers

## Application

41.1 This Condition applies only where the licensee supplies or offers to supply electricity to Domestic Premises.

## The Objectives and the duty to achieve them

41.2 The objectives of this Condition (the Objectives) are to ensure that:

(a) the licensee and any Representative provides and maintains a standard of service which helps to ensure that Domestic Customers' experience of the installation of Smart Metering Systems at their premises meets their reasonable expectations;

(b) all activities undertaken by the licensee and any Representative in relation to the installation of Smart Metering Systems are conducted in a fair, transparent, appropriate and professional manner;

(c) Domestic Customers are given information about, and during, the installation of Smart Metering Systems which:

(i) is complete and accurate;

(ii) does not mislead them; and

(iii) informs them about the benefits of Smart Metering Systems and about what to expect in relation to the installation process; and

(d) Domestic Customers are not subject to unwelcome Marketing during any visit to their premises for the purposes of installing Smart Metering Systems.

41.3 The licensee shall take all reasonable steps:

(a) to secure the achievement of the Objectives; and

(b) to avoid doing anything which jeopardises its ability to achieve the Objectives.

## The Domestic Installation Code

41.4 The steps that the licensee must take to secure the achievement of the Objectives include, without limitation, taking such steps and doing such things as are within its power to ensure the Retail Energy Code contains provisions to be known as the Domestic Installation Code of Practice **(Domestic Installation Code)**:

(Not used)

## Content of the Domestic Installation Code

41.6 The Domestic Installation Code must include provisions which set minimum standards of service for the installation, and activities relating to the installation, of Smart Metering Systems at Domestic Premises.

41.7 The Domestic Installation Code must include provisions which ensure that any costs that the licensee seeks to recover from Customers in relation to:

(a) the provision, configuration, installation or operation of the Smart Metering System at Domestic Premises;

(b) the replacement, modification or reconfiguration of the Smart Metering System at Domestic Premises in accordance with the duty at paragraph 39.14 of Condition 39 (Smart Metering System – Roll-out, Installation and Maintenance); or

(c) the provision of a replacement In-Home Display at Domestic Premises in accordance with the duty at paragraph 40.7 or paragraph 40.9 of Condition 40 (Provision of an In-Home Display),

may be recovered from a Domestic Customer only in the circumstances described in either paragraph 41.8 or 41.9.

41.8 The circumstances described in this paragraph are that costs are borne by the licensee's Domestic Customers generally as an increment of charges for electricity supplied to them.

41.9 The circumstances described in this paragraph are that:

(a) the Smart Metering System installed at Domestic Premises exceeds the minimum requirements of every Version of the ESME Technical Specification or IHD Technical Specification which is within its Installation Validity Period and at the date of installation ('enhanced equipment');

(b) the Domestic Customer at the premises has first been given the option of having installed at his premises a Smart Metering System which does not exceed such the minimum requirements; and

(c) the Domestic Customer has, prior to the Smart Metering System being installed, expressly requested the installation of enhanced equipment.

41.10 The Domestic Installation Code must include provisions which will ensure that the licensee and its Representatives will:

(a) not make any Sales Transaction during a visit to install a Smart Metering System at any Domestic Premises;

(b) not undertake any Marketing during a visit to install a Smart Metering System unless the Domestic Customer has, in advance of the date of the installation visit, given his explicit consent to Marketing being undertaken during the installation visit; and

(c) cease any Marketing being undertaken in compliance with sub-paragraph (b) immediately upon a request to do so made by the Domestic Customer or any member of his household.

41.11 The Domestic Installation Code must make provisions relating to the establishment and implementation of practices, procedures and arrangements by which the licensee and its Representatives will:

(a) take all reasonable steps to ensure that no undue inconvenience is caused to Domestic Customers or other occupants of Domestic Premises as result of any visit made to Domestic Premises for the purposes of installing a Smart Metering System;

(b) provide for Domestic Customers to be given complete and accurate information and advice, which is in plain and intelligible language and which does not mislead them, about:

(i) the installation, purpose, features and advantages of Smart Metering Systems;

(ii) the use of Smart Metering Systems, including such information as will assist Domestic Customers to make informed judgments about the way in which they can improve the efficiency with which they use the electricity and/or gas supplied to them; and

(iii) sources from which Domestic Customers may obtain additional and impartial information or assistance about improving the efficiency with which they use the electricity and/or gas supplied to them;

(c) identify and meet the needs of specific Domestic Customer groups – including in particular Domestic Customers (or occupants of the Domestic Premises) who are of Pensionable Age, disabled or chronically sick – in relation to the installation (and provision of information relating to the installation) of Smart Metering Systems;

(d) notify Domestic Customers of the Domestic Installation Code, of the provisions set out in it and of the licensee's obligations under it; and

(e) retain, and produce to the Authority when requested to do so, documentary evidence sufficient to demonstrate (where given) a Domestic Customer's consent to Marketing being undertaken during the installation visit.

41.12 The Domestic Installation Code may make further provision in relation to any matters that are designed to secure the achievement of the Objectives.

41.13 The Domestic Installation Code may provide for particular provisions, as specified in it, not to apply in such cases or circumstances as are specified or described in the Domestic Installation Code.

41.14 (Not Used).

## Consultation on the Domestic Installation Code

41.15 (Not Used).

## Compliance with the Domestic Installation Code

41.16 The licensee must take such steps and do such things as are within its power to comply with the Domestic Installation Code.

41.17 The licensee must maintain a record of its performance against and compliance with the requirements of the Domestic Installation Code.

## Review of the Domestic Installation Code

41.18 The licensee must from time to time:

(a) take steps to obtain the views of Domestic Customers about the licensee's and its Representatives' activities and conduct relating to the installation of Smart Metering Systems; and

(b) together with all other licensed electricity and gas suppliers of Domestic Premises, review the Domestic Installation Code and the manner in which it has been operated with a view to determining, taking into account views received, whether any revisions should be made to it.

41.19 (Not used)..

41.20 (Not used).

41.21 The licensee shall give, free of charge and as soon as practicable following the request, a copy of the most up-to-date approved or designated (as the case may be) Domestic Installation Code to any person that requests it.

## Interpretation and Definitions

41.22 In this Condition, any reference to Smart Metering System shall be read as incorporating a reference to:

(a) any part of that system; and

(b) an In-Home Display.

41.23 In this condition any reference to 'installation' shall be read:

(a) in the context of a Smart Metering System, as incorporating a reference to the establishment of the HAN and the making of a connection to the SM WAN at Domestic Premises, and the words 'install', 'installed' and 'installing' shall be construed accordingly;

(b) in the context of an In-Home Display, as incorporating a reference to the provision of that In-Home Display, and the words 'install', 'installed' and 'installing' shall be construed accordingly.

41.24 For the purposes of this Condition:

**Marketing** means any activities of the licensee or any of its Representatives that:

(a) take place with the simultaneous physical presence of:

(i) the licensee or the Representative; and

(ii) a Domestic Customer or any member of his household; and

(b) entail verbal communication with the Domestic Customer or any member of his household with the intention or effect of:

(i) promoting the provision by the licensee or any other named person of any goods and services; or

(ii) promoting the availability to the Domestic Customer or member of his household of any goods or services specifically designed for or tailored to his requirements,

but for these purposes:

(a) 'promoting' shall be taken to exclude the activity of agreeing or arranging, at the request of the Domestic Customer or a member of his household, any further communication with that person, at a date later than the date of the installation visit, in relation to the provision by the licensee or any other named person of any goods or services; and

(b) 'goods or services' shall be taken to exclude any goods or services which are to be provided free of charge.

**Sales Transaction** means any transaction, whether in writing or otherwise, which involves a Domestic Customer or any member of his household:

(a) paying a sum of money to any person in respect of the provision of goods or services; or

(b) entering into a contract to pay a sum of money to any person in respect of the provision of goods or services.

# Condition 42: Smart Metering Installation and Installation Code of Practice – Micro Business Consumers

## The Objectives and the duty to achieve them

42.1 The objectives of this Condition (the **Objectives**) are to ensure that:

(a) the licensee and any Representative provides and maintains a standard of service which helps to ensure that Micro Business Consumers' experience of the installation of Smart Metering Systems at their premises meets their reasonable expectations;

(b) all activities undertaken by the licensee and any Representative in relation to the installation of Smart Metering Systems are conducted in a fair, transparent, appropriate and professional manner; and

(c) Micro Business Consumers are provided with information about, or during, the installation of Smart Metering Systems which:

(i) is complete and accurate;

(ii) does not mislead them; and

(iii) informs them about the benefits of the Smart Metering Systems and about what to expect in relation to the installation process.

42.2 The licensee shall take all reasonable steps:

(a) to secure the achievement of the Objectives; and

(b) to avoid doing anything which jeopardises its ability to achieve the Objectives.

## The Installation Code

42.3 The steps that the licensee must take to secure the achievement of the Objectives include, without limitation, taking such steps and doing such things as are within its power to ensure that the Retail Energy Code contains provisions to be known as the Installation Code of Practice **(Installation Code)**.

42.4 (Not used).

## Content of the Installation Code

42.5 The Installation Code must make provision relating to the establishment and implementation of practices, procedures and arrangements by which the licensee and its Representatives will:

(a) take all reasonable steps to ensure that no undue inconvenience is caused to Micro Business Consumers as a result of any visit made to their premises for the purposes of installing Smart Metering Systems; and

(b) provide for Micro Business Consumers to be given complete and accurate information and advice, which is in plain and intelligible language and which does not mislead them, about:

(i) the installation, purpose, features and advantages of Smart Metering Systems;

(ii) the use of Smart Metering Systems, including such information as will assist Micro Business Consumers to make informed judgements about the way in which they can improve the efficiency with which they use the electricity and/or gas supplied to them; and

(iii) sources from which Micro Business Consumers may obtain additional information or assistance about improving the efficiency with which they use the electricity and/or gas supplied to them.

42.6 The Installation Code may make further provision in relation to any matters that are designed to secure the achievement of the Objectives.

42.7 The Installation Code may provide for particular provisions, as specified in it, not to apply in such cases or circumstances as are specified or described in the Installation Code.

42.8 (Not used).

## Consultation on the Installation Code

42.9 (Not used).

## Compliance with the Installation Code

42.10 The licensee must take such steps and do such things as are within its power to comply with the Installation Code.

42.11 The licensee must maintain a record of its performance against and compliance with the requirements of the Installation Code.

## Review of the Installation Code

42.12 The licensee must from time to time:

(a) take steps to obtain the views of Micro Business Consumers about the licensee's and its Representatives' activities and conduct relating to the installation of Smart Metering Systems; and

(b) together with all other licensed electricity and gas suppliers, review the Installation Code and the manner in which it has been operated with a view to determining, taking into account views received, whether any revisions should be made to it.

42.13 (Not used)..

42.14 (Not used).

42.15 The licensee shall give, free of charge and as soon as practicable following the request, a copy of the most up-to-date approved or designated (as the case may be) Installation Code to any person that requests it.

## Interpretation and Definitions

42.16 In this Condition:

(a) any reference to Smart Metering System shall be read as incorporating a reference to any part of that system; and

(b) in the context of a Smart Metering System any reference to 'installation' shall be read as incorporating a reference to the establishment of the HAN and the making of a connection to the SM WAN at Designated Premises of Micro Business Consumers, and the words 'install', 'installed' and 'installing' shall be construed accordingly.

42.17 For the purposes of this Condition:

| | |
|---|---|
| Micro Business Consumer | has the meaning given to it in standard condition 7A (Supply to Micro Business Consumers). |

# Condition 43: Roll-out Reporting and Provision of Information to the Secretary of State

## Introduction

43.1 This condition provides for the Secretary of State to be able to obtain from the licensee information in respect of matters relating to the provision, installation, operation, maintenance, and use of meters.

## Purposes

43.2 The purposes of this condition are to ensure that the Secretary of State may obtain such information as he may reasonably require to enable him, from time to time, to:

(a) examine and assess the readiness of the licensee to comply with any Relevant SMS Condition;

(b) monitor and review the steps taken, or to be taken, by the licensee to:

(i) install, arrange for the installation of, or provide (as the case may be) Smart Metering Systems and In-Home Displays in accordance with the requirements of any Relevant SMS Condition;

(ii) promote awareness and understanding by Energy Consumers of the use of Smart Metering Systems and In-Home Displays (and information that may be obtained through them);

(c) evaluate:

(i) the scope and effectiveness of the licensee's consumer engagement activities; and

(ii) the implementation of the Consumer Engagement Plan;

(d) identify and evaluate the costs associated with, and benefits attributable to, the provision, installation, operation, maintenance, and use of Smart Metering Systems and In-Home Displays, including in particular:

(i) energy savings made as a result of Energy Consumers being able to better manage their energy consumption and expenditure;

(ii) cost savings and improvements in services resulting from changes made to energy industry activities and procedures;

(e) decide whether or when there may be a need for him to exercise any of his powers under any Relevant SMS Condition or section 88 of the Energy Act 2008; and

(f) publish information in respect of the matters set out in paragraphs (a) – (e).

## Information Request

43.3 The Secretary of State may, for the purposes of this condition, from time to time issue a request for Information to be provided to him (an **Information Request**).

43.4 An Information Request (or any part of it) may be addressed to the licensee alone, to all Electricity Suppliers or to a category of Electricity Suppliers.

43.5 An Information Request may in particular, where the licensee is a Relevant Supplier, require the licensee to provide:

(a) on an annual basis (and at such other times as may be specified in the Information Request) Information in respect of:

(i) its proposals, plans and projections for meeting its duties in relation to the provision, installation, operation, and maintenance of Smart Metering Systems and In-Home Displays; and

(ii) its progress against the proposals, plans and projections included in the previous year's roll-out report,

(together the **roll-out report**); and

(b) for such periods and at such frequency as may be specified in the Information Request, Information which sets out the licensee's progress against the proposals, plans and projections included in its latest roll-out report (the **monitoring report**).

43.6 An Information Request may in particular, where the licensee is not a Relevant Supplier, require it to provide on an annual basis (and at such other times as may be specified in the Information Request) Information in respect of its proposals for and progress towards meeting its duties in relation to the provision, installation, operation, and maintenance of Smart Metering Systems and In-Home Displays (the **progress report**).

43.7 An Information Request may in particular specify:

(a) the type and nature of Information to be provided, including in particular the type and nature of Information to be provided in a roll-out report, monitoring report, and progress report;

(b) that the Information is to be accompanied by such supporting documents or data as may be described;

(c) that all or some of the specified Information must continue to be provided at the intervals specified until such data as specified or until the Secretary of State issues a subsequent Information Request to the licensee or the category of Electricity Suppliers of which it is a member; and

(d) the form and manner in which, and the date by which, the specified Information is to be provided.

43.8 The licensee must comply with an Information Request addressed to it or to a category of Electricity Suppliers of which it is a member.

43.9 The licensee must ensure that the Information it provides in response to an Information Request is complete and accurate.

43.10 The licensee is not required under this condition to provide any Information which it could not be compelled to produce or give in evidence in civil proceedings before a court.

## Cessation

43.11 This condition shall cease to apply to the licensee from the date which is five years after the ARS Specified Date.

## Interpretation and Definitions

43.12 In this condition:

**Consumer Engagement Plan** has:

(a) prior to the date that standard condition 45A (Smart Metering Consumer Engagement) takes effect, the meaning given to it in standard condition 45 (Smart Metering Consumer Engagement); and

(b) on and after the date that standard condition 45A (Smart Metering Consumer Engagement) takes effect, the meaning given to it in standard condition 45A (Smart Metering Consumer Engagement).

**Energy Consumer** means a consumer of gas or electricity (or both).

**Energy Supplier** has the meaning given to it in standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance).

**Information** includes information in any form or medium and of any description specified by the Secretary of State and includes any documents, accounts, estimates, returns, records or reports and data of any kind, whether or not prepared specifically at the request of the Secretary of State.

**Relevant SMS Condition** means any condition of this licence which imposes obligations or contains provisions in respect of any matter relating to the provision, installation,

| | |
|---|---|
| | operation, maintenance, or use of a Smart Metering System or an In-Home Display. |
| **Relevant Supplier** | means an Energy Supplier which supplies either electricity or gas (or both) to at least 150,000 Energy Consumers. |

# Condition 44: Roll-out Reporting, Setting and Achieving Annual Milestones, and Provision of Information to the Authority

## Introduction

44.1 This condition provides for:

(a) the licensee to be required to prepare and provide to the Authority a Roll-out Plan, to report against the Roll-out Plan, and to set and achieve Annual Milestones, and

(b) the Authority to be able to obtain from the licensee information in respect of matters relating to the provision, installation, operation, maintenance and use of Smart Metering Systems, In-Home Displays and Relevant Electricity Meters and the licensee's achievement of the Annual Milestones.

## Purposes

44.2 The purposes of this condition are to:

(a) provide that the Authority may require the licensee to prepare a Roll-out Plan which includes Annual Milestones;

(b) require the licensee to achieve the Annual Milestones set out in the Roll-out Plan; and

(c) ensure that the Authority may obtain such information as it may reasonably require to enable it, from time to time, to:

(i) examine and assess the readiness of the licensee to comply with any Relevant SMS Condition;

(ii) monitor and review the steps taken or to be taken by the licensee to install, arrange for the installation of, or provide (as the case may be) Smart Metering Systems, In-Home Displays and Relevant Electricity Meters in accordance with the requirements of any Relevant SMS Condition; and

(iii) monitor the licensee's achievement of the Annual Milestones set out in the Roll-out Plan.

## Roll-out Plan and Progress Reports

44.3 Where directed by the Authority, the licensee must prepare and submit to the Authority, by a date specified in a direction issued by the Authority, a document (the **Roll-out Plan**) which contains:

(a) where the licensee is required to provide a roll-out report to the Secretary of State under standard condition 43 (Roll-out Reporting and Provision of Information to the Secretary of State), such parts of the roll-out report as are specified in the direction;

(b) Annual Milestones, set by the licensee for such period as may be specified in the direction, for the purposes of the licensee complying with its duties in relation to the provision, installation, operation, maintenance and use of Smart Metering Systems, In-Home Displays and Relevant Electricity Meters;

(c) a detailed explanation of the licensee's reasons, which reasons must be duly justified, for the Annual Milestones set by it; and

(d) such other Information as may be specified in the direction.

44.4 The licensee must achieve the Annual Milestones set out in its Roll-out Plan.

44.5 For the purposes of paragraph 44.4, the licensee shall be considered to have achieved an Annual Milestone set out in its Roll-out Plan where, by the end of the calendar year to which that Annual Milestone relates, it has reached at least 95% (or such lower percentage as may be specified in any direction issued to the licensee by the Authority) of that Annual Milestone.

44.6 The licensee may submit a revised Roll-out Plan to the Authority only:

(a) on, or in the seven days immediately following, each anniversary, occurring prior to 31 March 2018, of the date specified in the direction issued by the Authority in accordance with paragraph 44.3; or

(b) where in response to a request from the licensee, the Authority has agreed that it may submit a revised Roll-out Plan.

44.7 Where, in accordance with paragraph 44.6, the licensee submits a revised Roll-out Plan, it must also set out its reasons, which reasons must be duly justified, for making the revisions together with such supporting Information as may be required by the Authority.

44.8 The licensee must prepare and submit to the Authority, in accordance with any direction issued to the licensee by the Authority and for such periods and at such frequency as may be specified in the direction, a report (the **Progress Report**) which sets out the licensee's progress and performance against the Roll-out Plan.

44.9 The licensee must publish its Roll-out Plan and any Progress Report, or such Information contained in the Roll-out Plan and any Progress Report, where it is directed to do so by the Authority.

## Directions

44.10 The licensee must comply with any directions the Authority may issue for the purposes of this condition and which are addressed to it or to a category of Electricity Suppliers of which it is a member.

44.11 A direction issued by the Authority may, in particular, specify:

(a) the format of the Roll-out Plan and the Progress Report;

(b) the form and manner in which the Annual Milestones need to be included in the Roll-out Plan;

(c) the Information the licensee must include in the Progress Report, which may, where the licensee is required to provide a roll-out report to the Secretary of State under standard condition 43 (Roll-out Reporting and Provision of Information to the Secretary of State), include such parts of the roll-out report as are specified in the direction;

(d) requirements in relation to the submission of the Roll-out Plan and Progress Reports to the Authority; and

(e) the manner and method by which any specified Information from the Roll-out Plan and any Progress Report must be published by the licensee.

## Information Request

44.12 Where the licensee receives a request for Information from the Authority for the purposes of this condition (an **Information Request**), it must provide that Information to the Authority within the time and in the form requested.

44.13 An Information Request issued by the Authority may in particular specify the type and nature of Information to be provided by the licensee, including in particular in respect of:

(a) the readiness of the licensee to comply with any Relevant SMS Condition; and

(b) the steps taken or to be taken by the licensee to install, arrange for the installation of, or provide (as the case may be) Smart Metering Systems, In-Home Displays and Relevant Electricity Meters in accordance with the requirements of any Relevant SMS Condition.

44.14 The licensee must ensure that the Information it provides in response to an Information Request is complete and accurate.

44.15 The licensee is not required under this condition to provide any Information which it could not be compelled to produce or give in evidence in civil proceedings before a court.

## Cessation

44.16 This condition shall cease to apply to the licensee from the date which is 12 months after the date specified in paragraph 39.1 of standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance).

## Interpretation

44.17 In this condition:

**Annual Milestone** means a percentage of the total number of Domestic Premises and Designated Premises:

(a) in respect of which the licensee is the Relevant Electricity Supplier; and

(b) at which a Smart Metering System or Relevant Electricity Meter is to be installed by the end of each calendar year falling within the period specified in a direction issued by the Authority under paragraph 44.3.

**Progress Report** means a report submitted in accordance with paragraph 44.8.

**Relevant Electricity Meter** means any Electricity Meter installed or arranged to be installed by the licensee pursuant to paragraphs 39.3, 39.4, 39.5, 39.7, 39.11, 39.12 or 39.13 of standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance).

**Relevant SMS Condition** means any condition of this licence which imposes obligations or contains provisions in respect of any matter relating to the provision, installation, operation maintenance or use of a Smart Metering System or an In-Home Display.

**Roll-out Plan** means a plan submitted in accordance with paragraph 44.3, as it may be revised in accordance with paragraph 44.6.

# Condition 44A: Roll-out and Installation of smart meters – Licensees reporting and publication requirements to the Authority

### Beginning of the year reporting and publication obligation

44A.1 By no later than the last day of the first month of every Rollout Year the licensee must submit a Beginning Of The Year Report to the Authority.

44A.2 No later than 2 working days after the licensee submitted the Beginning Of The Year Report to the Authority, for the First and Second Rollout Year, the licensee must publish prominently on its website the Target Number. No later than 2 working days after the licensee submitted the Beginning Of The Year Report to the Authority, for the Third and Fourth Rollout Year, the licensee must publish prominently on its website, the Target Number calculated in accordance with 39A.5 (c) & (d) for the Third Rollout Year, and 39A.5 (e) & (f), for the Fourth Rollout Year. Relevant Suppliers must also publish prominently on their websites the additional information required to be included in their Beginning Of The Year Report under paragraph 44A.4 and 44A.4A.

44A.3 In the Beginning Of The Year Report, for the First and Second Rollout Year, the licensee must include the following information:

(a) The Target Number for the Relevant Year;

(b) Number of Qualifying Relevant Premises without a Qualifying Metering System as of the last day of the Rollout Year ending immediately before the Relevant Year;

(c) Licensee's total number of electricity customers eligible for or with a Qualifying Metering System installed as of the last day of the Rollout Year ending immediately before the Relevant Year; and

(d) Hyperlink to the Target Number published in accordance with paragraph 44A.2.

44A.3A In the Beginning Of The Year Report, for the Third and Fourth rollout year, the licensee must include:

(a) The Target Number calculated in accordance with 39A.5 (c) & (d) for the Third Rollout Year, and 39A.5 (e) & (f), for the Fourth Rollout Year;

(b) Number of Qualifying Relevant Domestic Premises, without a Qualifying Metering System as of the last day of the Rollout Year ending immediately before the Relevant Year;

(c) Number of Qualifying Relevant Designated Premises, without a Qualifying Metering System as of the last day of the Rollout Year ending immediately before the Relevant Year;

(d) Licensee's total number of Domestic Premises, in respect of which the licensee is the Relevant Electricity Supplier on the date which immediately precedes the start date of the Relevant Year;

(e) Licensee's total number of Designated Premises, in respect of which the licensee is the Relevant Electricity Supplier on the date which immediately precedes the start date of the Relevant Year; and

(f) Hyperlink to the Target Number published in accordance with paragraph 44A.2.

44A.4 In the Beginning Of The Year Report, for the First and Second Rollout Year, Relevant Suppliers must include the following additional information for the Relevant Year:

(a) Number of credit meter customers for whom the Relevant Suppliers intend to install for the first time a Qualifying Metering System at Qualifying Relevant Premises;

(b) Number of pre-payment customers for whom the Relevant Suppliers intend to install for the first time a Qualifying Metering System at Qualifying Relevant Premises;

(c) Number of Domestic Customers for whom the Relevant Suppliers intend to install for the first time a Qualifying Metering System at Qualifying Relevant Premises;

(d) Number of Non-Domestic customers for whom the Relevant Suppliers intend to install for the first time a Qualifying Metering System at Qualifying Relevant Premises; and

(e) any other information as specified in a direction issued by the Authority pursuant to SLC 44A.9 and SLC 44A.10.

44A.4A In the Beginning Of The Year Report, for the Third and Fourth Rollout Year, Relevant Suppliers must include the following additional information for the Relevant Year:

(a) Number of credit meter customers for whom the Relevant Suppliers intend to install for the first time a Qualifying Metering System at Qualifying Relevant Domestic Premises;

(b) Number of pre-payment customers for whom the Relevant Suppliers intend to install for the first time a Qualifying Metering System at Qualifying Relevant Domestic Premises;

(c) any other information as specified in a direction issued by the Authority pursuant to SLC 44A.9 and SLC 44A.10.

**End of year performance reporting and publication obligation**

44A.5 By no later than one month after the end of each Rollout Year the licensee must submit an End Of Year Performance Report to the Authority.

44A.6 At the same time as the licensee submits the End Of Year Performance Report to the Authority, for the First and Second Rollout Year, the licensee must publish the number of Qualifying Metering Systems installed in Qualifying Relevant Premises in the Relevant Previous Year prominently on its website alongside the Target Number for the Relevant Previous Year. At the same time as the licensee submits the End Of Year Performance Report to the Authority, for the Third and Fourth Rollout Year, the licensee must publish the number of Qualifying Metering Systems installed in Qualifying Relevant Domestic Premises in the Relevant Previous Year, and the number of Qualifying Metering Systems installed in Qualifying Relevant Designated Premises in the Relevant Previous Year, prominently on its website alongside the Target Number for the Relevant Previous Year. Relevant Suppliers must also publish prominently on their websites the additional information required to be included in their End Of Year Performance Report under paragraph 44A.8 and 44A.8A.

44A.7 In the End Of Year Performance Report, for the First and Second Rollout Year, the licensee must include the following information:

(a) whether it met its Target Number for the Relevant Previous Year;

(b) Number of Qualifying Metering Systems installed for Qualifying Relevant Premises for the Relevant Previous Year;

(c) Licensee's total number of electricity customers eligible for or with a Qualifying Metering System installed as of the last day of the Rollout Year for the Relevant Previous Year;

(d) Information related to Qualifying Metering Systems installed compared to planned installations in the Beginning Of The Year Report; and

(e) Hyperlink to the number of Qualifying Metering Systems installed published in accordance with paragraph 44A.6.

44A.7A In the End Of Year Performance Report, for the Third and Fourth rollout year, the licensee must include:

(a) whether it met its Target Number calculated in accordance with 39A.5 (c) & (d) for the Third Rollout Year;

(b) whether it met its Target Number calculated in accordance with 39A.5 (e) & (f) for the Fourth Rollout Year;

(c) Number of Qualifying Metering Systems installed in Qualifying Relevant Domestic Premises, for the Relevant Previous Year;

(d) Number of Qualifying Metering Systems installed in Qualifying Relevant Designated Premises, for the Relevant Previous Year;

(e) Licensee's total number of electricity Domestic Premises, in respect of which the licensee is the Relevant Electricity Supplier as of the last day of the Rollout Year for the Relevant Previous Year;

(f) Licensee's total number of electricity Designated Premises, in respect of which the licensee is the Relevant Electricity Supplier as of the last day of the Rollout Year for the Relevant Previous Year;

(g) Information related to Qualifying Metering Systems installed compared to planned installations in the Beginning Of The Year Report; and

(h) Hyperlink to the number of Qualifying Metering Systems installed published in accordance with paragraph 44A.6.

44A.8 In the End Of Year Performance Report, for the First and Second Rollout Year, Relevant Suppliers must include the following additional information for the Relevant Previous Year:

(a) Number of Qualifying Metering Systems installed at Qualifying Relevant Premises for the first time for credit customers;

(b) Number of Qualifying Metering Systems installed at Qualifying Relevant Premises for the first time for prepayment customers;

(c) Number of Qualifying Metering Systems installed at Qualifying Relevant Premises for the first time for domestic customers; and

(d) Number of Qualifying Metering Systems installed at Qualifying Relevant Premises for the first time for non-domestic customers.

44A.8A In the End Of Year Performance Report, for the Third and Fourth Rollout Year, Relevant Suppliers must include the following additional information for the Relevant Previous Year:

(a) Number of Qualifying Metering Systems installed at Qualifying Relevant Domestic Premises for the first time for credit customers;

(b) Number of Qualifying Metering Systems installed at Qualifying Relevant Domestic Premises for the first time for prepayment customers.

**Direction**

44A.9 The licensee must comply with any directions the Authority may issue for the purposes of this condition and which are addressed to it or to a category of Electricity Suppliers of which it is a member.

44A.10 A direction issued by the Authority may, in particular, specify:

(a) the format of the Beginning Of The Year Report and the End Of Year Performance Report;

(b) the form and manner in which the information required under paragraph 44A.3 & 44A.3A and, where applicable, 44A.4 & 44A.4A must be included in the Beginning Of The Year Report;

(c) the form and manner in which the information required under paragraph 44A.7 & 44A.7A and, where applicable, paragraph 44A.8 & 44A.8A must be included in the End Of Year Performance Report;

(d) requirements in relation to the submission of the Beginning Of The Year Report and the End Of Year Performance Report in addition to the requirements under paragraphs 44A.1 and 44A.5;

(e) the manner and method by which any specified information in the Beginning Of The Year Report or the End Of Year Performance Report must be published by the licensee in addition to the requirements to publish under paragraph 44A.2 and 44A.6; and

(f) the information the licensee must include in the End Of Year Performance Report, which may, where the licensee is required to provide a rollout report to the Secretary of State under SLC 43 (Rollout Reporting and Provision of Information to the Secretary of State), include such parts of the rollout report as are specified in the direction.

**Definitions**

44A.11 For the purposes of this condition:

| | |
|---|---|
| **Beginning Of The Year Report** | means the report containing the information set out in paragraph 44A.3 and, where applicable, paragraph 44A.4 required to be submitted to the Authority in accordance with paragraph 44A.1. |
| **End Of Year Performance Report** | means the report containing the information set out in paragraph 44A.7 and, where applicable, paragraph 44A.8 required to be submitted to the Authority in accordance with paragraph 44A.5. |

| | |
|---|---|
| **Energy Customer** | has the meaning as defined in SLC 45.46. |
| **Qualifying Metering Systems** | As defined in standard condition 39A.2. |
| **Qualifying Relevant Premises** | means premises meeting the requirements set out in standard condition 39A.3. |
| **Relevant Previous Year** | means the Rollout Year ending immediately before the year in which the End Of Year Report is required to be submitted in accordance with SLC 44A.5. |
| **Relevant Supplier** | means a gas or electricity supplier which:<br>(a) is authorised by its licence to supply gas or electricity to an Energy Customer; and<br>(b) supplies either gas or electricity (or both) to 150,000, or more, Energy Customers. |
| **Relevant Year** | means the Rollout Year in which the Beginning Of The Year Report is required to be submitted in accordance with SLC 44A.1. |
| **Rollout Year** | means the twelve month period in each year, beginning on the date immediately following the ARS Specified Date. |
| **Target Number** | means the target number calculated in accordance with SLC 39A.5. |

# Condition 45: Smart Metering Consumer Engagement

## Introduction

45.1 This condition provides for holders of electricity and gas supply licences to be required to establish, support and monitor the work of a body which will carry out the role of consumer engagement in relation to Smart Metering Systems.

## Application

45.2 This condition shall:

(a) apply to the licensee only to the extent specified in paragraph 45.3; and

(b) cease to apply with effect on and from 30 June 2021, or any later date up to (but not later than) 31 December 2021 that may be specified in a direction issued by the Secretary of State, save that any such direction may be issued only where:

(i) at the same time the Secretary of State also issues a direction under paragraph 45A.2(a) of Condition 45A (Smart Metering Consumer Engagement);

(ii) the date specified in each such direction is the same.

45.3 Where the licensee is:

(a) a Relevant Supplier, it is required to comply with Part A;

(b) a Small Domestic Supplier, it is required to comply with Part B;

(c) a Large Non-Domestic Supplier, it is required to comply with Part C; and

(d) a Small Non-Domestic Supplier, it is required to comply with Part D.

## PART A. REQUIREMENTS APPLICABLE TO THE LICENSEE WHERE IT IS A RELEVANT SUPPLIER

### Duty to establish the Central Delivery Body

45.4 The licensee, together with all other Relevant Suppliers, must take such steps and do such things as are within its power:

(a) to establish, by no later than 30 June 2013, a body corporate to carry out the role of consumer engagement in relation to Smart Metering Systems (referred to in this condition as the **Central Delivery Body**);

(b) to provide that the Central Delivery Body is constituted and governed so as to ensure that it:

(i) has the characteristics set out at Part A1;

(ii) has the objectives set out at Part A2;

(iii) procures the advice of experts as set out at Part A3; and

(iv) fulfils the functions set out at Part A4;

(c) to provide for the costs of the Central Delivery Body to be met as set out at Part A5, Part C and Part D.

### Part A1. Characteristics of the Central Delivery Body

### Constitution

45.5 The articles of association of the Central Delivery Body must as a minimum provide that:

(a) it is a not-for-profit body;

(b) its board of directions (the **Board**) is at all times constituted so as to reflect the provisions of paragraph 45.6;

(c) the Secretary of State has a right of veto in respect of the appointment of any person as the Chairman of the Board;

(d) any person nominated by and representing either;

(i) the Secretary of State; or

(ii) all Network Operators,

is entitled to attend, but not vote at, a meeting of the Board;

(e) the Board will exercise independent judgment and reach its decisions in accordance with the requirements of paragraph 45.8;

(f) its business shall be (and shall be limited to):

(i) achieving the objectives set out at Part A2;

(ii) achieving those objectives by taking such steps as are reasonably necessary and appropriate for carrying out the activities set out at Parts A3 and A4.

### Composition of the Board

45.6 The Board shall comprise:

(a) a Chairman appointed by the Relevant Suppliers;

(b) six directors nominated by and representing Relevant Suppliers:

(c) two directors nominated by and representing Small Domestic Suppliers;

(d) one directors nominated by and representing Non-Domestic Suppliers;

(e) one director nominated by and representing Non-Domestic-Only Suppliers; and

(f) two directors nominated by Citizens Advice and Citizens Advice Scotland; and

(g) two directors representing the interests of Energy Consumers.

45.7 The Chairman of the Board must be independent of any person or body that is represented by a director appointed in accordance with the provisions of paragraphs 45.6(b)-(g).

### Decision-Making

45.8 A decision made by the Board must be made in accordance with a voting procedure which provides for:

(a) each director, other than the Chairman, to exercise a single vote on each decision to be taken;

(b) decisions to be made by a simple majority; and

(c) the Chairman to be able to exercise a casting vote but only where the number of votes for and against a decision are equal.

## Part A2. Objectives of the Central Delivery Body

### Objectives

45.9 The objectives of the Central Delivery Body set out in paragraph 45.10 are to apply in respect of Energy Consumers at Domestic Energy Premises and Relevant Designated Premises.

45.10 The objectives of the Central Delivery Body are to:

(a) build consumer confidence in the installation of Smart Metering Systems by gas and electricity suppliers;

(b) build consumer awareness and understanding of the use of Smart Metering Systems (and the information obtained through them);

(c) increase the willingness of Energy Consumers to use Smart Metering Systems to change their behaviour so as to enable them to reduce their consumption of energy; and

(d) in respect of Energy Consumers at Domestic Energy Premises only, assist those consumers with low incomes or prepayment meters, or consumers who may encounter additional barriers in being able to those realise the benefits of Smart Metering Systems due to their particular circumstances or characteristics, to realise the benefits of Smart Metering Systems while continuing to maintain an adequate level of warmth and to meet their other energy needs.

## Part A3. Arrangements for Obtaining Expert Advice

45.11 The Central Delivery Body shall establish arrangements for the purpose of ensuring that it is regularly provided with all appropriate advice that is:

(a) concerned with the means by which it can most efficiently and effectively achieve its objectives; and

(b) procured from such persons, as selected by it, who have widely recognised expertise in matters that are relevant to, and will assist in, the efficient and effective achievement of its objectives.

## Part A4. Functions of the Central Delivery Body

45.12 The functions of the Central Delivery Body shall be to:

(a) produce and maintain a plan for achieving its objectives (the **Consumer Engagement Plan**) which meets the requirements of paragraphs 45.13 to 45.16;

(b) implement the Consumer Engagement Plan in accordance with paragraph 45.17;

(c) develop and produce an annual budget for the delivery of the Consumer Engagement Plan which meets the requirements of paragraphs 45.18 and 45.19 (the **Annual Budget**);

(d) produce a report on at least an annual basis (the Annual Report) which meets the requirements of paragraphs 45.20 and 45.21; and

(e) publish the Consumer Engagement Plan, the Annual Budget and the Annual Report in accordance with paragraphs 45.22 and 45.23.

## The Consumer Engagement Plan

45.13 The Consumer Engagement Plan must be in writing and must:

(a) constitute a plan which is designed to ensure that the Central Delivery Body takes all appropriate steps to achieve its objectives;

(b) describe the activities that the Central Delivery Body proposes to carry out for that purpose;

(c) describe how the Central Delivery Body has taken into account the need to:

(i) co-ordinate its consumer engagement activities with consumer engagement activities undertaken by other parties in relation to Smart Metering Systems;

(ii) undertake a co-ordinated delivery of consumer engagement activities that reflects and takes into account the need to adopt different activities for the purpose of meeting the consumer engagement requirements of any class or classes of Energy Consumer, including Energy Consumers:

(A) paying by different payment methods;

(B) residing in different geographical areas;

(C) occupying different types of Domestic Energy Premises and Relevant Designated Premises; and

(D) carrying on commercial activities at Relevant Designated Premises in respect of different sectors of the economy;

(iii) provide additional assistance and consumer engagement activities that may be required by particular categories of Energy Consumers, including in particular Energy Consumers with low incomes or who may encounter additional barriers in being able to access the benefits of Smart Metering Systems due to their particular circumstances or characteristics; and

(d) be designed to ensure that in carrying out its activities the Central Delivery Body does not restrict, distort or prevent competition in the supply of gas or electricity or in any commercial activities connected with Smart Metering Systems.

45.14 The Consumer Engagement Plan must be produced by no later than 31 December 2013.

45.15 The Central Delivery Body must keep the Consumer Engagement Plan under review, and must:

(a) make appropriate amendments to it from time to time so that it continues to be accurate, up to date, and fit for purpose; and

(b) in particular produce an amended version of the Consumer Engagement Plan which satisfies the requirements of sub-paragraph (a) within the period that commences on [the date on which this sub-paragraph (b) first comes into force] and ends on [the date which is three months later].

45.16 In producing, and prior to making any subsequent amendment to, the Consumer Engagement Plan, the Central Delivery Body:

(a) must seek the advice of, and have due regard to the advice given by, the persons with whom it has made arrangements in accordance with the provisions of paragraph 45.11; and

(b) may consult with, and have regard to the representations of, any other interested parties.

45.17 The Central Delivery Body must take such steps and do such things as are within its power:

(a) to implement the Consumer Engagement Plan in accordance with its terms (as amended from time to time); and

(b) to do so in an efficient and cost-effective manner that achieves value for money in the performance of its activities.

## Annual Budget

45.18 The Central Delivery Body must:

(a) by 31 December 2013, develop and produce the first Annual Budget in respect of the calendar year commencing on 1 January 2014; and

(b) thereafter by 31 December in each subsequent year, develop and produce an Annual Budget in respect of the calendar year which commences immediately following that date.

45.19 Each Annual Budget must comprise a detailed statement of the best estimate of the Central Delivery Body, made in good faith, of all costs that it expects to incur for the purpose of undertaking its activities during the calendar year to which that Annual Budget relates.

## Annual Report

45.20 The Central Delivery Body must:

(a) by 31 March 2014, produce the first Annual Report in respect of the calendar year that commenced on 1 January 2013; and

(b) thereafter by 31 March in each subsequent year, produce an Annual Report in respect of the calendar year that commenced on 1 January in the previous year.

45.21 Each Annual Report must in particular:

(a) report on:

(i) the Central Delivery Body's performance; and

(ii) the extent to which, in the opinion of the Board, the steps taken by the Central Delivery Body to implement the Consumer Engagement Plan (as applicable during the period to which the Annual Report relates) have contributed to the achievement of its objectives during the period to which the Annual Report relates; and

(b) set out the expenditure of the Central Delivery Body during that period and report on the extent to which, in the opinion of the Board, such expenditure represents value for money.

## Publication

45.22 The Central Delivery Body must ensure that up to date copies of:

(a) the Consumer Engagement Plan;

(b) the Annual Budget; and

(c) the Annual Report,

are at all times made available by it in a form that is readily accessible to most Energy Consumers.

45.23 In complying with paragraph 45.22 the Central Delivery Body:

(a) must exclude from each document, so far as practicable, any information which would or might seriously prejudice the interests of any individual or body to which it relates; and

(b) may exclude from each document any information that would, or would be likely to, prejudice the commercial interests of any person (including the Central Delivery Body itself).

## Part A5. Costs of the Central Delivery Body

45.24 The licensee must:

(a) together with all other Relevant Suppliers, take such steps and do such things as are within its power to meet:

(i) the capital costs of establishing the Central Delivery Body; and

(ii) all costs, excluding Domestic Fixed Operating Costs, that are reasonably incurred by the Central Delivery Body in undertaking its activities in respect of Energy Consumers at Domestic Energy Premises and

operating in an efficient and cost-effective manner that achieves value for money; and

(b) together with all other Relevant Suppliers and Small Domestic Suppliers, take such steps and do such things as are within its power to meet all Domestic Fixed Operating Costs that are reasonably incurred by the Central Delivery Body operating in an efficient and cost-effective manner that achieves value for money.

45.25 For the purpose of meeting the requirements of paragraph 45.24, the licensee must, together with all other Relevant Suppliers and Small Domestic Suppliers, establish a mechanism to allocate:

(a) between Relevant Suppliers the costs of the Central Delivery Body, as referred to in paragraph 45.24(a), on the basis of their respective shares of the markets for gas and electricity supply; and

(b) between Relevant Suppliers and Small Domestic Suppliers the costs of the Central Delivery Body as referred to in paragraph 45.24(b), on the basis of their respective shares of the markets for gas and electricity supply to Domestic Premises.

## Part A6. Other Duties of Relevant Suppliers

### General Duty

45.26 The licensee, together with all other Relevant Suppliers, must take such steps and do such things as are within its power to ensure that:

(a) the Central Delivery Body achieves its objectives; and

(b) in achieving its objectives the Central Delivery Body acts in a manner which is transparent, impartial, cost-effective and represents value for money.

### The Domestic Performance Management Framework

45.27 The licensee must, together with all other Relevant Suppliers, produce and maintain a performance framework (the **Domestic Performance Management Framework**) which meets the requirements of paragraphs 45.28 to 45.31.

45.28 The Domestic Performance Management Framework must:

(a) set out the standards, including key performance indicators and targets, which have been determined by the Relevant Suppliers as standards against which they will measure the performance of the Central Delivery Body in achieving its objectives in respect of Energy Consumers at Domestic Energy Premises; and

(b) include such provisions as will enable any person, including in particular the Relevant Suppliers, the Secretary of State and the Authority, to assess:

(i) the Central Delivery Body's performance against the specified standards;

(ii) the effectiveness of the steps taken by the Central Delivery Body for the purpose of achieving the relevant objectives; and

(iii) the extent to which the Central Delivery Body has, in accordance with paragraph 45.16, amended the Consumer Engagement Plan to take into account information received in respect of its performance.

45.29 The Domestic Performance Management Framework must be produced by no later than 31 December 2013.

45.30 The licensee, together with all other Relevant Suppliers must keep the Domestic Performance Management Framework under review, and must make appropriate amendments to it from time to time so that it continues to be accurate, up to date, and fit for purpose.

45.31 In determining the standard to be set out, and the other provisions to be included, in the Domestic Performance Management Framework, the licensee, together with all other Relevant Suppliers, must consult with and take into account the views of, and information provided by, relevant interested parties, including in particular the Secretary of State.

### Co-operation

45.32 The licensee must:

(a) co-operate with the Central Delivery Body for the purposes of enabling the Central Delivery Body to undertake its activities; and

(b) take all reasonable steps to ensure that in carrying out its consumer engagement activities in relation to, and communicating with Energy Consumers about, Smart Metering Systems it does not act inconsistently with the activities of the Central Delivery Body.

## PART B. REQUIREMENTS APPLICABLE TO THE LICENSEE WHERE IT IS A SMALL DOMESTIC SUPPLIER

45.33 The licensee must, together with all Relevant Suppliers and other Small Domestic Suppliers, take such steps and do such things as are within its power to:

(a) meet the Domestic Fixed Operating Costs that are reasonably incurred by the Central Delivery Body operating in an efficient and cost-effective manner that achieves value for money; and

(b) establish a mechanism to allocate between Relevant Suppliers and Small Domestic Suppliers the costs referred to in sub-paragraph (a), on the basis of their respective shares of the markets for gas and electricity supply to Domestic Premises.

45.34 The license must:

(a) co-operate with:

(i) Relevant Suppliers for the purposes of ensuring the establishment of the Central Delivery Body in accordance with Part A1 of this condition; and

(ii) the Central Delivery Body for the purposes of enabling the Central Delivery Body to undertake its activities; and

(b) take all reasonable steps to ensure that in carrying out its consumer engagement activities in relation to, and communicating with Energy Consumers about, Smart Metering Systems it does not act inconsistently with the activities of the Central Delivery Body.

## PART C. REQUIREMENTS APPLICABLE TO THE LICENSEE WHERE IT IS A LARGE NON-DOMESTIC SUPPLIER

### Costs of the Central Delivery Body

45.35 The licensee must:

(a) together with all other Large Non-Domestic Suppliers, take such steps and do such things as are within its power to meet all costs, excluding Non-Domestic Fixed Operating Costs, that are reasonably incurred by the Central Delivery Body in undertaking its activities in respect of Energy Consumers at Relevant Designated Premises and operating in an efficient and cost-effective manner that achieves value for money; and

(b) together with all other Large Non-Domestic Suppliers and Small Non-Domestic Suppliers, take such steps and do such things as are within its power to meet all Non-Domestic Fixed Operating Costs that are reasonably incurred by the Central Delivery Body operating in an efficient and cost-effective manner that achieves value for money.

45.36 For the purpose of meeting the requirements of paragraph 45.35, the licensee must apply the mechanism specified in a direction issued by the Secretary of State for allocating:

(a) between Large Non-Domestic Suppliers the costs of the Central Delivery Body, as referred to in paragraph 45.35(a); and

(b) between Large Non-Domestic Suppliers and Small Non-Domestic Suppliers the costs of the Central Delivery Body as referred to in paragraph 45.35(b),

in each case on the basis of their respective shares of the markets for gas and electricity supply to Designated Energy Premises.

### The Non-Domestic Performance Management Framework

45.37 The licensee must, together with all other Large Non-Domestic Suppliers, produce and maintain a performance framework (the **Non-Domestic Performance Management Framework**) which meets the requirements of paragraphs 45.38 to 45.41.

45.38 The Non-Domestic Performance Management Framework must:

(a) set out the standards, including key performance indicators and targets, which have been determined by the Large Non-Domestic Suppliers as standards against which they will measure the performance of the Central Delivery Body in achieving its objectives in respect of Energy Consumers at Relevant Designated Premises; and

(b) include such provisions as will enable any person, including in particular the Large Non-Domestic Suppliers, the Secretary of State and the Authority, to assess:

(i) the Central Delivery Body's performance against the specified standards;

(ii) the effectiveness of the steps taken by the Central Delivery Body for the purpose of achieving the relevant objectives; and

(iii) the extent to which the Central Delivery Body has, in accordance with paragraph 45.16, amended the Consumer Engagement Plan to take into account information received in respect of its performance.

45.39 The Non-Domestic Performance Management Framework must be produced within the period that commences on [the date on which this paragraph first comes into force] and ends on [the date which is three months later].

45.40 The licensee, together with all other Large Non-Domestic Suppliers must keep the Non-Domestic Performance Management Framework under review, and must make appropriate amendments to it from time to time so that it continues to be accurate, up to date, and fit for purpose.

45.41 In determining the standard to be set out, and the other provisions to be included, in the Non-Domestic Performance Management Framework, the licensee, together with all other Large Non-Domestic Suppliers, must consult with and take into account the views of, and information provided by, relevant interested parties, including in particular the Secretary of State.

**Co-operation**

45.42 The licensee must:

(a) co-operate with the Central Delivery Body for the purposes of enabling the Central Delivery Body to undertake its activities; and

(b) take all reasonable steps to ensure that in carrying out its consumer engagement activities in relation to, and communicating with Energy Consumers about, Smart Metering Systems it does not act inconsistently with the activities of the Central Delivery Body.

**PART D. REQUIREMENTS APPLICABLE TO THE LICENSEE WHERE IT IS A SMALL NON-DOMESTIC SUPPLIER**

45.43 The licensee must, together with all Large Non-Domestic Suppliers and other Small Non-Domestic Suppliers, take such steps and do such things as are within its power to meet the Non-Domestic Fixed Operating Costs that are reasonably incurred by the Central Delivery Body operating in an efficient and cost-effective manner that achieves value for money.

45.44 For the purpose of meeting the requirements of paragraph 45.43, the licensee must apply the mechanism specified in a direction issued by the Secretary of State for allocating between Large Non-Domestic Suppliers and Small Non-Domestic Suppliers the costs of the Central Delivery Body on the basis of their respective shares of the markets for gas and electricity supply to Designated Energy Premises.

45.45 The licensee must:

(a) co-operate with the Central Delivery Body for the purposes of enabling the Central Delivery Body to undertake its activities; and

(b) take all reasonable steps to ensure that in carrying out its consumer engagement activities in relation to, and communicating with Energy Consumers about, Smart Metering Systems it does not act inconsistently with the activities of the Central Delivery Body.";

**PART E. INTERPRETATION AND DEFINITIONS**

45.46 In this condition:

| | |
|---|---|
| **Designated Energy Premises** | means premises which (with respect to the supply of electricity) are Designated Premises, or (with respect to the supply of gas) satisfy the definition of 'Designated Premises' at standard condition 1 of the Gas Supply Licence. |
| **Domestic Energy Premises** | means premises which (with respect to the supply of electricity) are Domestic Premises, or (with respect to the supply of gas) satisfy the definition of 'Domestic Premises' at standard condition 6 of the Gas Supply Licence. |
| **Domestic Fixed Operating Costs** | means the costs of:<br>(a) renting and maintaining premises;<br>(b) staff recruitment, salaries, and benefits; and<br>(c) purchasing and maintaining office equipment, including IT and telephony equipment,<br>insofar as those costs relate to the activities carried out by the Central Delivery Body in respect of Energy Consumers at Domestic Energy Premises. |
| **Energy Consumer** | means a consumer of gas or electricity (or both). |
| **Energy Customer** | means a person who is (with respect to the supply of electricity) a Customer, or (with respect to the supply of gas) a 'Customer' in accordance with the definition at standard condition 1 of the Gas Supply Licence. |
| **Energy Meter Point** | means:<br>(a) in relation to the supply of electricity, a Metering Point as defined in the Retail Energy Code; or<br>(b) in relation to the supply of gas, a Supply Meter Point as defined in the Uniform Network Code. |

| | |
|---|---|
| **Large Non-Domestic Supplier** | means a gas or electricity supplier which supplies gas, or electricity, or both to Energy Consumers at Designated Energy Premises via more than 100,000 Energy Meter Points. |
| **Micro Business Energy Consumer** | means an Energy Consumer that is a Micro Business Consumer in accordance with:<br>(a) the meaning given to the term Micro Business Consumer in standard condition 7A (Supply to Micro Business Consumers); or<br>(b) the meaning given to the term Micro Business Consumer in standard condition 7A of the Gas Supply Licence. |
| **Network Operator** | means any person holding:<br>(a) a licence granted under section 6(1)(b) or 6(1)(c) of the Electricity Act 1989; or<br>(b) a licence granted under section 7 of the Gas Act 1986. |
| **Non-Domestic Fixed Operating Costs** | means the costs of:<br>(a) renting and maintaining premises;<br>(b) staff recruitment, salaries, and benefits; and<br>(c) purchasing and maintaining office equipment, including IT and telephony equipment,<br>insofar as those costs relate to the activities carried out by the Central Delivery Body in respect of Energy Consumers at Designated Energy Premises. |

**Non-Domestic-Only Supplier** means a Non-Domestic Supplier which does not also supply gas or electricity to any Domestic Energy Premises.

**Non-Domestic Supplier** means either a Large Non-Domestic Supplier or a Small Non-Domestic Supplier.

**Relevant Designated Premises** means:

(a) Designated Energy Premises at which the Energy Consumer is a Micro Business Energy Consumer; and

(b) such additional categories of Designated Energy Premises as may be specified in a direction issued by the Secretary of State.

**Relevant Supplier** means a gas or electricity supplier which:

(a) is authorised by its licence to supply gas or electricity to Domestic Energy Premises; and

(b) supplies either gas or electricity (or both) to more than 250,000 Energy Customers at Domestic Energy Premises.

**Small Domestic Supplier** means a gas or electricity supplier which:

(a) is authorised by its licence to supply gas or electricity to Domestic Energy Premises; and

(b) supplies gas or electricity to, in each case, no more than 250,000 Energy Customers at Domestic Energy Premises.

**Small Non-Domestic Supplier** means a gas or electricity supplier which supplies gas or electricity (or both) to Designated Energy Premises

| | |
|---|---|
| | and which is not a Large Non-Domestic Supplier. |
| **Uniform Network Code** | has the meaning given to it in accordance with the definition at standard condition 1 of the Gas Supply Licence. |

# Condition 45A: Smart Metering Consumer Engagement

## Introduction

45A.1 This condition provides for holders of electricity and gas supply licences to ensure that there is at all times established and maintained a body which will carry out the role of consumer engagement in relation to Smart Metering Systems, and to support and monitor the work of that body.

## Application

45A.2 This condition shall:

(a) apply with effect on and from 30 June 2021, or any later date up to (but not later than) 31 December 2021 that may be specified in a direction issued by the Secretary of State, save that any such direction may be issued only where:

(i) at the same time the Secretary of State also issues a direction under paragraph 45.2(b) of Condition 45 (Smart Metering Consumer Engagement); and

(ii) the date specified in each such direction is the same;

(b) apply to the licensee only to the extent specified in paragraph 45A.3; and

(c) cease to apply from such date as may be specified in a direction issued by the Secretary of State.

45A.3 Where the licensee is:

(a) a Relevant Supplier, it is required to comply with Part A;

(b) a Small Domestic Supplier, it is required to comply with Part B;

(c) a Large Non-Domestic Supplier, it is required to comply with Part C;

(d) a Small Non-Domestic Supplier, it is required to comply with Part D.

## PART A. REQUIREMENTS APPLICABLE TO THE LICENSEE WHERE IT IS A RELEVANT SUPPLIER

### Duty to establish and maintain the Central Delivery Body

45A.4 The licensee, together with all other Relevant Suppliers, must take such steps and do such things as are within its power:

(a) to ensure that there is at all times a body corporate established and maintained to carry out the role of consumer engagement in relation to Smart Metering Systems (referred to in this condition as the **Central Delivery Body**);

(b) to provide that the Central Delivery Body is constituted and governed so as to ensure that it:

(i) has the characteristics set out at Part A1;

(ii) has the objectives set out at Part A2;

(iii)procures the advice of experts as set out at Part A3; and

(iv) fulfils the functions set out at Part A4;

(c) to provide for the costs of the Central Delivery Body to be met as set out at Part A5, Part C and Part D.

**Part A1. Characteristics of the Central Delivery Body**

**Constitution**

45A.5 The articles of association of the Central Delivery Body must as a minimum provide that:

(a) it is a not-for-profit body;

(b) its board of directors (the **Board)** is at all times constituted so as to reflect the provisions of paragraph 45A.6;

(c) the Secretary of State has a right of veto in respect of the appointment of any person as the Chair of the Board;

(d) the members of the Board, other than the Chair and the Chief Executive Officer of the Central Delivery Body, shall be appointed in accordance with the provisions of paragraph 45A.10;

(e) any person nominated by and representing;

(i) the Secretary of State;

(ii) all Network Operators;

(iii)Citizens Advice and Citizens Advice Scotland,

is entitled to attend, but not vote at, a meeting of the Board;

(f) the Board will exercise independent judgment and reach its decisions in accordance with the requirements of paragraph 45A.11;

(g) its business shall be (and shall be limited to):

(i) achieving the objectives set out at Part A2;

(ii) achieving those objectives by taking such steps as are reasonably necessary and appropriate for carrying out the activities set out at Parts A3 and A4.

**Composition of the Board**

45A.6 The Board shall comprise:

(a) Chair appointed by the Relevant Suppliers;

(b) six directors representing the interests of Energy Suppliers;

(c) four directors representing the interests of Energy Consumers; and

(d) any person who is, from time to time, appointed as Chief Executive Officer of the Central Delivery Body.

45A.7 The Chair of the Board must be independent of any Energy Supplier and of any person or body representing the interests of Energy Consumers.

45A.8 All members of the Board must be persons possessing suitable skills, knowledge, experience and personal qualities with regard to the requirement for the Central Delivery Body to achieve the objectives set out at Part A2.

45A.9 Any person may be a director representing the interests of Energy Suppliers and where any such person is employed by an Energy Supplier they may nominate themselves to be considered for appointment to that role but otherwise they can only be nominated by an Energy Supplier for that purpose.

45A.10 A decision on the appointment to the Board of any director representing the interests of Energy Suppliers or of Energy Consumers shall be made, following such selection process as it may determine to be appropriate, by a committee comprised of:

(a) the Chair of the Board;

(b) the Chief Executive Officer of the Central Delivery Body; and

such other persons representing parties with relevant interests as are chosen by the Chair of the Board and Chief Executive Officer of the Central Delivery Body (acting jointly) to be members of the committee.

**Decision-Making**

45A.11 A decision made by the Board must be made in accordance with a voting procedure which provides for:

(a) each director, other than the Chair, to exercise a single vote on each decision to be taken;

(b) decisions to be made by a simple majority; and

(c) the Chair to be able to exercise a casting vote, but only where the number of votes for and against a decision are equal.

**Board Meetings**

45A.12 The Board shall arrange for:

(a) a record to be maintained of each meeting of the Board, to include in particular:

(i) the date and time of, and agenda for, the meeting;

(ii) the name of each member of the Board in attendance at the meeting (or any part of the meeting);

(iii) the name of each organisation represented by any other person in attendance at the meeting (or any part of the meeting); and

(iv) each resolution voted on by the Board, and the outcome of that vote; and

(b) a copy of that record to be at all times made available by it in a form that is readily accessible to most Energy Consumers.

45A.13 In complying with paragraph 45A.12(b) the Central Delivery Body:

(a) must exclude from the record, so far as practicable, any information which would or might seriously prejudice the interests of any individual or body to which it relates; and

(b) may exclude from the record any information that would, or would be likely to, prejudice the commercial interests of any person (including the Central Delivery Body itself).

## Part A2. Objectives of the Central Delivery Body

### Objectives

45A.14 The objectives of the Central Delivery Body set out in paragraph 45A.15 are, unless otherwise stated, to apply in respect of Energy Consumers at Domestic Energy Premises and at Relevant Designated Premises.

45A.15 The objectives of the Central Delivery Body are to:

(a) increase consumer demand for and acceptance of Smart Metering Systems, including by increasing consumer confidence in their installation by gas and electricity suppliers;

(b) in respect of Energy Consumers at Relevant Designated Premises, build consumer awareness and understanding of Smart Metering Systems and their benefits, including the benefits to be derived from the data that may be obtained through the use of Smart Metering Systems;

(c) increase the willingness of Energy Consumers to use Smart Metering Systems to change their behaviour so as to enable them to more effectively and efficiently manage their use of energy;

(d) in respect of Energy Consumers at Domestic Energy Premises who have low incomes or prepayment meters, or who due to their particular circumstances or characteristics may encounter additional barriers in being able to realise the benefits of Smart Metering Systems:

(i) build their awareness and understanding of Smart Metering Systems; and

(ii) assist them to realise the benefits of Smart Metering Systems while continuing to maintain an adequate level of warmth and meet their other energy needs; and

(e) establish and maintain an administrative framework for facilitating the co-ordination of consumer engagement activities in respect of Smart Metering Systems that are carried on (or proposed to be carried on) by individual Energy Suppliers.

**Part A3. Arrangements for Obtaining Expert Advice**

45A.16 The Central Delivery Body shall establish arrangements for the purpose of ensuring that it is regularly provided with all appropriate advice that is:

(a) concerned with the means by which it can most efficiently and effectively achieve its objectives; and

(b) procured from such persons, as selected by it, who have widely recognised expertise in matters that are relevant to, and will assist in, the efficient and effective achievement of its objectives.

**Part A4. Functions of the Central Delivery Body**

45A.17 The functions of the Central Delivery Body shall be to:

(a) produce and maintain a management framework (the **Performance Management Framework**) which meets the requirements of paragraphs 45A.18 to 45A.21;

(b) for the purposes of consultation and of obtaining advice in respect of the Performance Management Framework, establish and maintain two advisory groups (the **Advisory Groups**) in accordance with paragraphs 45A.22 to 45A.24;

(c) maintain a plan for achieving its objectives (the **Consumer Engagement Plan**) which meets the requirements of paragraphs 45A.25 to 45A.27;

(d) implement the Consumer Engagement Plan in accordance with paragraph 45A.28;

(e) develop and produce each year an annual budget for the delivery of the Consumer Engagement Plan which meets the requirements of paragraphs 45A.29 and 45A.31 (the **Annual Budget**);

(f) produce a report on at least an annual basis (the **Annual Report**) which meets the requirements of paragraphs 45A.32 and 45A.33; and

(g) publish the Consumer Engagement Plan, the Annual Budget and the Annual Report in accordance with paragraphs 45A.34 and 45A.35.

**The Performance Management Framework**

45A.18 The Performance Management Framework must:

(a) set out the standards, including key performance indicators and targets, which have been determined and adopted by the Board as standards against which it will measure the performance of the Central Delivery Body in achieving its objectives;

(b) set out separate standards, of the type described in sub-paragraph (a), in respect of each of the following:

(i) Energy Consumers at Domestic Energy Premises; and

(ii) Energy Consumers at Relevant Designated Premises; and

(c) include such provisions as will enable any person, including in particular Energy Suppliers, the Secretary of State and the Authority, to assess:

(i) the Central Delivery Body's performance against the specified standards;

(ii) the effectiveness of the steps taken by the Central Delivery Body for the purpose of achieving the relevant objectives; and

(iii) the extent to which the Central Delivery Body has, in accordance with paragraph 45A.26, amended the Consumer Engagement Plan to take into account information received in respect of its performance.

45A.19 The initial Performance Management Framework must be produced by the Central Delivery Body by no later than 31 December 2021.

45A.20 The Central Delivery Body must keep the Performance Management Framework under review, and must make appropriate amendments to it from time to time so that it continues to be accurate, up to date, and fit for purpose.

45A.21 Prior to producing, and making any subsequent amendment to, the Performance Management Framework, the Central Delivery Body:

(a) must seek the advice of, and have due regard to the advice given by, the persons with whom it has made arrangements in accordance with the provisions of Part A3;

(b) for the purpose of determining the standards to be set out, and other provisions to be included, in the Performance Management Framework, must consult with and take into account the views of, and information provided by, each of the Advisory Groups; and

(c) may consult with, and have regard to the representations of, any other relevant interested parties (including the Secretary of State).

**The Advisory Groups**

45A.22 The Advisory Groups shall have the purpose of ensuring that the Central Delivery Body is provided with appropriate information and advice on the standards to be set out, and the other provisions to be included, in the Performance Management Framework, and any other related matter as the Board may from time to time determine.

45A.23.The Advisory Groups must consist of:

(a) a **Domestic Consumer Advisory Group** which shall comprise:

(i) a chairperson, who is also a member of the Board as a director representing the interests of Energy Suppliers, appointed by the Board; and

(ii) such number of other persons as the Board may consider appropriate, appointed by the Board for the purpose of advising on the standards to be set out, and other provisions to be included, in the Performance Management Framework in order to measure the performance of the Central Delivery Body in achieving its objectives in respect of Energy Consumers at Domestic Energy Premises; and

(b) a **Micro Business Consumer Advisory Group** which shall comprise:

(i) a chairperson, who is also a member of the Board as a director representing the interests of Energy Suppliers, appointed by the Board;

(ii) such number of other persons as the Board may consider appropriate, appointed by the Board for the purpose of advising on the standards to be set out and other provisions to be included in the Performance Management Framework in order to measure the performance of the Central Delivery Body in achieving its objectives in respect of Energy Consumers at Relevant Designated Premises.

45A.24 The persons appointed by the Board to be members of each Advisory Group must be persons possessing suitable skills, knowledge, experience and personal qualities having regard to the purpose of that Advisory Group, and must (except for the chairperson) include an appropriate number of persons representing parties with relevant interests.

**The Consumer Engagement Plan**

45A.25The Consumer Engagement Plan must be in writing and must:

(a) constitute a plan which is designed to ensure that the Central Delivery Body takes all appropriate steps to achieve its objectives;

(b) describe the activities that the Central Delivery Body proposes to carry out for that purpose;

(c) describe how the Central Delivery Body has taken into account the need to:

(i) co-ordinate its consumer engagement activities with consumer engagement activities undertaken by Energy Suppliers and by any other parties in relation to Smart Metering Systems;

(ii) undertake a co-ordinated delivery of consumer engagement activities that reflects and takes into account the need to adopt different activities for the purpose of meeting the consumer engagement requirements of any class orclasses of Energy Consumer, including Energy Consumers:

(A) paying by different payment methods;

(B) residing in different geographical areas;

(C) occupying different types of Domestic Energy Premises and Relevant Designated Premises; and

(D) carrying on commercial activities at Relevant Designated Premises in respect of different sectors of the economy;

(iii) provide additional assistance and consumer engagement activities that may be required by particular categories of:

(A) Energy Suppliers; and

(B) Energy Consumers, including in particular Energy Consumers who have low incomes or prepayment meters, or who due to their particular circumstances or characteristics may encounter additional barriers in being able to realise the benefits of Smart Metering Systems; and

(d) be designed to ensure that in carrying out its activities the Central Delivery Body does not restrict, distort or prevent competition in the supply of gas or electricity or in any commercial activities connected with Smart Metering Systems.

45A.26 The Central Delivery Body must keep the Consumer Engagement Plan under review, and must:

(a) make appropriate amendments to it from time to time so that it continues to be accurate, up to date, and fit for purpose; and

(b) in particular produce an amended version of the Consumer Engagement Plan which satisfies the requirements of sub-paragraph (a) following Commencement and by no later than 31 December 2021.

45A.27 Prior to making any amendment to the Consumer Engagement Plan, the Central Delivery Body:

(a) must seek the advice of, and have due regard to the advice given by, the persons with whom it has made arrangements in accordance with the provisions of Part A3; and

(b) may consult with, and have regard to the representations of, any other interested parties (including the Secretary of State).

45A.28 The Central Delivery Body must take such steps and do such things as are within its power:

(a) to implement the Consumer Engagement Plan in accordance with its terms (as amended from time to time); and

(b) to do so in an efficient and cost-effective manner that achieves value for money in the performance of its activities.

**Annual Budget**

45A.29 The Central Delivery Body must, by 31 December in each year, develop and produce an Annual Budget in respect of the calendar year which commences immediately following that date.

45A.30 In developing each Annual Budget in accordance with paragraph 45A.29, the Central Delivery Body must consult with Energy Suppliers on a draft budget, and take into account the responses received for the purposes of the Annual Budget produced in accordance with that paragraph.

45A.31 Each Annual Budget must comprise a detailed statement of the best estimate of the Central Delivery Body, made in good faith, of all costs that it expects to incur for the purpose of undertaking its activities during the calendar year to which that Annual Budget relates.

**Annual Report**

45A.32 The Central Delivery Body must by 31 March in each year, produce an Annual Report in respect of the calendar year that commenced on 1 January in the previous year.

45A.33 Each Annual Report must in particular:

(a) report on:

(i) the Central Delivery Body's performance; and

(ii) the extent to which, in the opinion of the Board, the steps taken by the Central Delivery Body to implement the Consumer Engagement Plan (as applicable during the period to which the Annual Report relates) have contributed to the achievement of its objectives during the period to which the Annual Report relates; and

(b) set out the expenditure of the Central Delivery Body during that period and report on the extent to which, in the opinion of the Board, such expenditure represents value for money.

**Publication**

45A.34 The Central Delivery Body must ensure that up to date copies of:

(a) the Consumer Engagement Plan;

(b) the Annual Budget; and

(c) the Annual Report,

are at all times made available by it in a form that is readily accessible to most Energy Consumers.

45A.35 In complying with paragraph 45A.34 the Central Delivery Body:

(a) must exclude from each document, so far as practicable, any information which would or might seriously prejudice the interests of any individual or body to which it relates; and

(b) may exclude from each document any information that would, or would be likely to, prejudice the commercial interests of any person (including the Central Delivery Body itself).

**Part A5. Costs of the Central Delivery Body**

45A.36 The licensee must:

(a) together with all other Relevant Suppliers, take such steps and do such things as are within its power to meet all costs, excluding Domestic Fixed Operating Costs, that are reasonably incurred by the Central Delivery Body in undertaking its activities in respect of Energy Consumers at Domestic Energy Premises and operating in an efficient and cost-effective manner that achieves value for money; and

(b) together with all other Relevant Suppliers and Small Domestic Suppliers, take such steps and do such things as are within its power to meet all Domestic Fixed Operating Costs that are reasonably incurred by the Central Delivery Body operating in an efficient and cost-effective manner that achieves value for money.

45A.37 For the purpose of meeting the requirements of paragraph 45A.36, the licensee must take such steps and do such things as are within its power, together with all other Relevant Suppliers and Small Domestic Suppliers, to maintain a mechanism (the **Domestic Funding Mechanism**) to allocate:

(a) between Relevant Suppliers the costs of the Central Delivery Body, as referred to in paragraph 45A.36(a), on the basis of their respective shares of the markets for gas and electricity supply; and

(b) between Relevant Suppliers and Small Domestic Suppliers the costs of the Central Delivery Body as referred to in paragraph 45A.36(b), on the basis of their respective shares of the markets for gas and electricity supply to Domestic Premises.

45A.38 The licensee must take such steps and do such things as are within its power, together with all other Relevant Suppliers and Small Domestic Suppliers, to:

(a) produce an amended version of the Domestic Funding Mechanism which is accurate, up to date and fit for purpose following Commencement, such that the amended version takes effect from 31 December 2021; and

(b) keep the Domestic Funding Mechanism under review and make appropriate amendments to it from time to time so that it continues to be accurate, up to date, and fit for purpose.

45A.39 For the purposes of paragraphs 45A.36(a) and 45A.37(a), all references to Relevant Suppliers meeting the costs of the Central Delivery Body shall, in respect of any such costs relating to the period prior to 31 December 2021, be construed as a reference to 'Relevant Suppliers' as defined in standard condition 45 immediately prior to the date that standard condition 45 ceased to have effect.

## Part A6. Other Duties of Relevant Suppliers

### General Duty

45A.40 The licensee, together with all other Relevant Suppliers, must take such steps and do such things as are within its power to ensure that:

(a) the Central Delivery Body achieves its objectives; and

(b) in achieving its objectives the Central Delivery Body acts in a manner which is transparent, impartial, cost-effective and represents value for money.

### Co-operation

45A.41 The licensee must:

(a) co-operate with the Central Delivery Body for the purposes of enabling the Central Delivery Body to undertake its activities; and

(b) take all reasonable steps to ensure that in carrying out its consumer engagement activities in relation to, and communicating with Energy Consumers about, Smart Metering Systems it does not act inconsistently with the activities of the Central Delivery Body.

## PART B. REQUIREMENTS APPLICABLE TO THE LICENSEE WHERE IT IS A SMALL DOMESTIC SUPPLIER

### Costs of the Central Delivery Body

45A.42 The licensee must take such steps and do such things as are within its power, together with all Relevant Suppliers and other Small Domestic Suppliers, to:

(a) meet the Domestic Fixed Operating Costs that are reasonably incurred by the Central Delivery Body operating in an efficient and cost-effective manner that achieves value for money;

(b) maintain the Domestic Funding Mechanism in accordance with the provisions of paragraph 45A.37; and

(c) keep the Domestic Funding Mechanism under review, and amend it, in accordance with the provisions of paragraph 45A.38.

### Co-operation

45A.43 The licensee must:

(a) co-operate with:

(i) Relevant Suppliers for the purposes of ensuring the maintenance of the Central Delivery Body in accordance with Part A1 of this condition; and

(ii) the Central Delivery Body for the purposes of enabling the Central Delivery Body to undertake its activities; and

(b) take all reasonable steps to ensure that in carrying out its consumer engagement activities in relation to, and communicating with Energy Consumers about, Smart Metering Systems it does not act inconsistently with the activities of the Central Delivery Body.

## PART C. REQUIREMENTS APPLICABLE TO THE LICENSEE WHERE IT IS A LARGE NON-DOMESTIC SUPPLIER

### Costs of the Central Delivery Body

45A.44 The licensee must:

(a) together with all other Large Non-Domestic Suppliers, take such steps and do such things as are within its power to meet all costs, excluding Non-Domestic Fixed Operating Costs, that are reasonably incurred by the Central Delivery Body in undertaking its activities in respect of Energy Consumers at Relevant Designated Premises and operating in an efficient and cost-effective manner that achieves value for money; and

(b) together with all other Large Non-Domestic Suppliers and Small Non-Domestic Suppliers, take such steps and do such things as are within its power to meet all

Non-Domestic Fixed Operating Costs that are reasonably incurred by the Central Delivery Body operating in an efficient and cost-effective manner that achieves value for money.

45A.45 For the purpose of meeting the requirements of paragraph 45A.44, the licensee must apply the mechanism specified in a direction issued by the Secretary of State for allocating:

(a) between Large Non-Domestic Suppliers the costs of the Central Delivery Body, as referred to in paragraph 45A.44(a); and

(b) between Large Non-Domestic Suppliers and Small Non-Domestic Suppliers the costs of the Central Delivery Body as referred to in paragraph 45A.44(b),

in each case on the basis of their respective shares of the markets for gas and electricity supply to Designated Energy Premises.

**Co-operation**

45A.46 The licensee must:

(a) co-operate with the Central Delivery Body for the purposes of enabling the Central Delivery Body to undertake its activities; and

(b) take all reasonable steps to ensure that in carrying out its consumer engagement activities in relation to, and communicating with Energy Consumers about, Smart Metering Systems it does not act inconsistently with the activities of the Central Delivery Body.

## PART D. REQUIREMENTS APPLICABLE TO THE LICENSEE WHERE IT IS A SMALL NON-DOMESTIC SUPPLIER

**Costs of the Central Delivery Body**

45A.47 The licensee must, together with all Large Non-Domestic Suppliers and other Small Non-Domestic Suppliers, take such steps and do such things as are within its power to meet the Non-Domestic Fixed Operating Costs that are reasonably incurred by the Central Delivery Body operating in an efficient and cost-effective manner that achieves value for money.

45A.48 For the purpose of meeting the requirements of paragraph 45A.47, the licensee must apply the mechanism specified in a direction issued by the Secretary of State for allocating between Large Non-Domestic Suppliers and Small Non-Domestic Suppliers the costs of the Central Delivery Body on the basis of their respective shares of the markets for gas and electricity supply to Designated Energy Premises.

**Co-operation**

45A.49 The licensee must:

(a) co-operate with the Central Delivery Body for the purposes of enabling the Central Delivery Body to undertake its activities; and

(b) take all reasonable steps to ensure that in carrying out its consumer engagement activities in relation to, and communicating with Energy Consumers about, Smart Metering Systems it does not act inconsistently with the activities of the Central Delivery Body.

**PART E. INTERPRETATION AND DEFINITIONS**

45A.50 In this condition:

| | |
|---|---|
| **Commencement** | means the point in time at which this condition first applies, as determined in accordance with paragraph 45A.2. |
| **Designated Energy Premises** | means premises which (with respect to the supply of electricity) are Designated Premises, or (with respect to the supply of gas) satisfy the definition of 'Designated Premises' at standard condition 1 of the Gas Supply Licence. |
| **Domestic Energy Premises** | means premises which (with respect to the supply of electricity) are Domestic Premises, or (with respect to the supply of gas) satisfy the definition of 'Domestic Premises' at standard condition 6 of the Gas Supply Licence. |
| **Domestic Fixed Operating Costs** | means the costs of:<br>(a) Renting and maintaining premises;<br>(b) staff recruitment, salaries, and benefits; and<br>(c) purchasing and maintaining office equipment, including IT and telephony equipment,<br><br>insofar as those costs relate to the activities carried out by the Central |

| | |
|---|---|
| | Delivery Body in respect of Energy Consumers at Domestic Energy Premises. |
| **Energy Consumer** | means a consumer of gas or electricity (or both). |
| **Energy Customer** | means a person who is (with respect to the supply of electricity) a Customer, or (with respect to the supply of gas)<br><br>a 'Customer' in accordance with the definition at standard condition 1 of the Gas Supply Licence. |
| **Energy Meter Point** | means:<br><br>(a) in relation to the supply of electricity, a Metering Point as defined in the Retail Energy Code; or<br>(b) in relation to the supply of gas, a Supply Meter Point as defined in the Uniform Network Code. |
| **Energy Supplier** | means the holder of an Electricity Supply Licence and/or a Gas Supply Licence which supplies gas, or electricity, or both to Energy Consumers at Domestic Energy Premises or Designated Energy Premises. |
| **Large Non-Domestic Supplier** | means a gas or electricity supplier which supplies gas, or electricity, or both to Energy Consumers at Designated Energy Premises via more than 100,000 Energy Meter Points. |
| **Micro Business Energy Consumer** | means an Energy Consumer that is a Micro Business Consumer in accordance with:<br><br>(a) the meaning given to the term Micro Business Consumer in standard condition 7A (Supply to Micro Business Consumers); or |

(b) the meaning given to the term Micro Business Consumer in standard condition 7A of the Gas Supply Licence.

**Network Operator**

means any person holding:

a licence granted under section 6(1)(b) or 6(1)(c) of the Electricity Act 1989; or

a licence granted under section 7 of the Gas Act 1986.

**Non-Domestic Fixed Operating Costs**

means the costs of:

(a) renting and maintaining premises;
(b) staff recruitment, salaries, and benefits; and
(c) purchasing and maintaining office equipment, including IT and telephony equipment,

insofar as those costs relate to the activities carried out by the Central Delivery Body in respect of Energy Consumers at Designated Energy Premises.

**Relevant Designated Premises**

means:

(a) Designated Energy Premises at which the Energy Consumer is a Micro Business Energy Consumer; and
(b) such additional categories of Designated Energy Premises as may be specified in a direction issued by the Secretary of State.

**Relevant Supplier**

means a gas or electricity supplier which:

(a) is authorised by its licence to supply gas or electricity to

| | |
|---|---|
| | Domestic Energy Premises; and<br><br>(b) supplies either gas or electricity (or both) to more than 150,000 Energy Customers at Domestic Energy Premises. |
| **Small Domestic Supplier** | means a gas or electricity supplier which:<br><br>(a) is authorised by its licence to supply gas or electricity to Domestic Energy Premises; and<br><br>(b) supplies gas or electricity to, in each case, no more than 150,000 Energy Customers at Domestic Energy Premises. |
| **Small Non-Domestic Supplier** | means a gas or electricity supplier which supplies gas or electricity (or both) to Designated Energy Premises and which is not a Large Non-Domestic Supplier. |
| **Uniform Network Code** | has the meaning given to it in accordance with the definition at standard condition 1 of the Gas Supply Licence. |

# Condition 46: Security Controls in Relation to Smart Metering Systems

## Co-operation

46.1 This condition requires the licensee to maintain a high level of security in accordance with good industry practice in relation to all:

(a) Smart Metering Systems installed at premises which are from time to time supplied by it with electricity;

(b) equipment used by it for the purpose of communicating with those Smart Metering Systems;

(c) associated software and ancillary devices; and

(d) related business processes,

excepting any Smart Metering Systems which fall within the scope of Condition 46A (Security Controls in Relation to Smart Metering Systems Enrolled with the DCC).

**PART A. APPLICATION**

46.2 This condition shall cease to have effect from any date specified by the Secretary of State in a direction issued to the licensee under this paragraph.

**PART B. THE GENERAL DUTY TO ENSURE A SECURE SYSTEM**

46.3 The licensee must take such steps and do such things as are within its power to provide that the Supplier End-to-End System is at all times Secure.

46.4 For the purposes of this condition, the **Supplier End-to-End System** comprises all of the equipment (together with any associated software and ancillary devices) which falls into one or more of the following categories:

(a) equipment operated by or on behalf of the licensee for the purpose of enabling information to be communicated to or from Smart Metering Systems;

(b) equipment which is a part of any electronic communications network by means of which such communication takes place;

(c) equipment comprised within a Smart Metering System located at each premises that is from time to time supplied with electricity by the licensee; and

(d) but excluding any equipment comprised within a Smart Metering System which constitutes part of the Supplier and Enrolled Smart Metering System.

46.5 For the purposes of this condition, the Supplier End-to-End System is **Secure** if both the System and each individual element of it is designed, installed, operated and

supported so as to ensure, to the Appropriate Standard, that it is not subject to the occurrence of a Security Incident.

46.6 For the purposes of this condition, a **Security Incident** is any event of interference with or misuse of the Supplier End-to-End System, or with any individual element of it, that (whether directly or indirectly):

(a) causes any loss, theft or corruption of data;

(b) results in any other unauthorised access to data; or

(c) gives rise to any loss or interruption of electricity supply or to any other interference with the service provided to a Customer at any premises.

## PART C. SPECIFIC DUTIES IN RELATION TO A SECURE SYSTEM

46.7 For the purpose of ensuring its compliance with the duty at Part B, the licensee must in particular:

(a) comply with the following requirements of this Part C; and

(b) retain, and produce to the Secretary of State or the Authority when requested to do so, documentary evidence sufficient to demonstrate its compliance with the duty at Part B and, in particular, the requirements of this Part C.

### Compliance with Standards

46.8 The licensee must take all reasonable steps to ensure that, by no later than the Specified Date, it complies with the following standards of the International Organisation for Standards with respect to the resilience, reliability and security of the Supplier End-to-End System;

(a) ISO 27001:2005 (entitled *Information Technology-Security Techniques-Information Security Management Systems*); and

(b) any equivalent standard of the ISO that amends, replaces or supersedes that standard.

46.9 For the purposes of paragraph 46.8, the **Specified Date** is the date which falls 18 months after the date on which this condition comes into force.

### Information Security Policy

46.10 The licensee must establish, maintain, and give effect to a policy (the **Information Security Policy**) which must:

(a) be based on a risk assessment in relation to the security of the Supplier End-to-End System; and

(b) set out the manner in which the licensee will operate the Supplier End-to-End System in order to ensure its compliance with the duty at Part B.

46.11 The Information Security Policy must in particular make appropriate provision for:

(a) measures to mitigate the risk of the occurrence of any Security Incident;

(b) restricting access to the Supplier End-to-End System, and to the data communicated over or stored on any element of it, to those who need it and are authorised to obtain it;

(c) the effective management of any Security Incident; and

(d) appropriate business continuity and disaster recovery procedures.

46.12 The licensee must keep the Information Security Policy under review so as to ensure that it remains appropriate and up to date.

46.13 The licensee must ensure that the Information Security Policy, and each amendment made to it, is brought to the attention of and considered by appropriate members of its senior management team.

46.14 The licensee must:

(a) commit adequate levels of resource, including a sufficient number of appropriately qualified individuals; and

(b) establish all appropriate physical and environmental security controls,

to ensure that it at all times implements the Information Security Policy.

## Audit

46.15 The licensee must:

(a) by no later than six months after the date on which this condition comes into force; and

(b) at least once in each subsequent period of 12 months,

ensure that a security audit of the Supplier End-to-End System is carried out, and has been completed, by a Competent Independent Organisation.

46.16 The licensee must ensure that any audit carried out for the purposes of paragraph 46.15:

(a) includes an assessment of the licensee's compliance with the requirements of Part B and the other requirements of this Part C; and

(b) is documented in a report which:

(i) is produced by the auditors and addressed to the licensee;

(ii) is provided by the auditors to the licensee within one month of the completion of the audit; and

(iii) shall include any recommendations that the auditors consider it appropriate to make as to actions that the licensee should take in order to ensure its compliance with those requirements.

46.17 The licensee must ensure that:

(a) each report prepared in accordance with paragraph 46.16(b) is considered by appropriate members of its senior management team within four weeks of the report being provided by the auditors to the licensee; and

(b) it keeps a documentary record of the decisions made and actions taken by it in response to that report.

## PART D. COMPLIANCE WITH DIRECTIONS

46.18 The Secretary of State may from time to time issue a direction addressed to the licensee which may require it to:

(a) take (or refrain from taking) such steps as may be set out in the direction for the purposes of:

(i) establishing and maintaining a Secure Supplier End-to-End System for the purposes of any testing and trialling related to the installation or operation of Smart Metering Systems;

(ii) establishing and maintaining a Secure Supplier End-to-End System at all other times;

(iii) mitigating any known or anticipated risk to the security of the Supplier End-to-End System;

(iv) preventing any potential failure of security in the Supplier End-to-End System;

(v) remedying any actual failure of security in the Supplier End-to-End System;

(vi) preparing to address the consequences of any potential failure, or addressing the consequences of any actual failure, in the security of the Supplier End-to-End System;

(b) do so by such a date as may be set out in the direction;

(c) report to the Secretary of State or the Authority on the steps that it has taken or will take to comply with the direction;

(d) produce documentary evidence sufficient to demonstrate its compliance with the direction.

46.19 Any direction issued under this Part D may be addressed to the licensee alone or to the licensee together with any one or more other Gas or Electricity Suppliers.

46.20 The licensee must comply with any direction issued under this Part D and addressed to it.

## PART E. DEFINITIONS

46.21 For the purposes of this condition:

**Appropriate Standard** means a high level of security that is in accordance with good industry practice within the energy industry in Great Britain, and is capable of verification as such by a Competent Independent Organisation.

**Information Security Policy** has the meaning given in paragraph 46.10.

**Competent Independent Organisation** means a body which:

(a) is fully independent of the interests of the licensee;

(b) is recognised as being qualified to conduct information security audits by virtue of:

(i) employing one or more consultants who are members of the CESG Listed Adviser Scheme (CLAS), or any successor to that scheme;

(ii) being accredited under the CESG CHECK (IT Health Check Service) Scheme, or any successor to that scheme;

(iii) being approved as a provider of CTAS (CESG Tailored Assurance Service) assessments or any successor to those assessments; or

(iv) any other membership, accreditation, approval, or similar form of validation that is substantially equivalent in its status and effect to one or more of the arrangements referred to at sub-paragraphs (i) to (iii), and

(c) has engaged as its lead auditor, for the purposes of the security audit carried out

| | |
|---|---|
| | in accordance with paragraph 46.15, an individual who is a member of CLAS or of any successor to or equivalent of that scheme.<br><br>For the purposes of this definition, **CESG** is the National Technical Authority for Information Assurance. |
| **Secure** | has the meaning given in paragraph 46.5. |
| **Security Incident** | has the meaning given in paragraph |
| **Supplier and Enrolled Smart Metering System** | has the meaning given in Condition 46A (Security Controls in Relation to Smart Metering Systems Enrolled with the DCC). |
| **Supplier End-to-End System** | has the meaning given in paragraph 46.4. |

# Condition 46A: Security Controls in Relation to Smart Metering Systems Enrolled with the DCC

## The General Duty to Ensure the Security of the System

46A.1 This licensee must take all reasonable steps to ensure that the Supplier and Enrolled Smart Metering System is designed, developed, configured, tested, operated, maintained, decommissioned and disposed of in such a manner as to protect it from being Compromised.

## Definitions

46A.2 For the purposes of this condition, the **Supplier and Enrolled Smart Metering System** shall comprise all of the equipment (together with any associated software and ancillary devices) which fall into one or more of the following categories:

(a) the User Systems of the licensee that are used by it for the purposes of its User Role as Import Supplier;

(b) any other systems relied upon by the licensee for the purpose of generating, initiating or processing communications sent to or received from the DCC by such User Systems;

(c) any equipment which is:

(i) comprised within a Smart Metering System located at each premises that is from time to time supplied with electricity by the licensee; and

(ii) enrolled in accordance with the Enrolment Service,

but excluding any communications hub provided by the DCC.

(d) any PPMID, HCALCs, SAPC or Additional Electricity Smart Meter located at each premises that is from time to time supplied with electricity by the licensee.

46A.3 For the purposes of this condition:

| | |
|---|---|
| **Compromised** | means, in relation to the Supplier and Enrolled Smart Metering System, that the intended purpose or effective operation of that system is compromised by the occurrence of any event which has an adverse effect on the confidentiality, integrity or availability of the system or of any data that are stored on or communicated by means of it. |
| **Enrolment Service** | has the meaning given to it in the Smart Energy Code. |
| **Import Supplier** | has the meaning given to it in the Smart Energy Code. |

| | |
|---|---|
| **User Role** | has the meaning given to it in the Smart Energy Code. |
| **User Systems** | has the meaning given to it in the Smart Energy Code on 10 February 2016." |

# Condition 47: Smart Metering – Matters Relating To Obtaining and Using Consumption Data

## Application

47.1 Part A of this condition applies only in respect of each Domestic Premises (the **relevant premises**):

(a) to which electricity is supplied through an Electricity Meter which forms part of a Smart Metering System; or

(b) to which electricity is supplied through a Remote Access Meter; and

(c) in respect of which the quantity of electricity supplied is measured by that Electricity Meter.

47.2 Part B of this condition applies only in respect of each Designated Premises at which the Customer is a Micro Business Consumer (the **micro business premises**):

(a) to which electricity is supplied through an Electricity Meter which forms part of a Smart Metering System; or

(b) to which electricity is supplied through a Remote Access Meter; and

(c) in respect of which the quantity of electricity supplied is measured by that Electricity Meter.

47.3 Part C of this condition applies only in respect of each Domestic Premises or micro business premises:

(a) from which electricity is exported; and

(b) in respect of which the quantity of electricity exported is measured by an Export Meter registered for the purposes of Settlement.

## MHHS Data Access Framework Timing

47.4 The following timing applies in respect of the following paragraphs concerning the obtaining and use of Electricity Consumption Data and Electricity Export Data for Settlement Purposes:

(a) the licensee must obtain data and use it in accordance with paragraphs 47.24, 47.38 and 47.42 from the date on which the relevant Electricity Meter is migrated into the Market-wide Half-Hourly Settlement System;

(b) the licensee may obtain data and use it in accordance with paragraphs 47.25, 47.39 and 47.43 from 01 October 2023 (or such earlier or later date as the Authority may publish in Writing, and on the basis that the Authority may publish different dates for different categories of Customer and/or for different categories of Electricity Meter); and

(c) the date(s) referred to in paragraph 47.4(b) will be known as the MHHS Data Access Commencement Date(s) (**MDACD**).

**Provision of Information**

47.5 In relation to paragraphs 47.16, 47.19, 47.22, 47.33 and 47.36, the licensee must provide to the Customer at the premises prior Notice setting out clear and accurate information, which does not mislead the Customer, explaining:

(a) the choices they have regarding the licensee obtaining their Electricity Consumption Data for Settlement Purposes; and

(b) the benefits of the licensee obtaining their Electricity Consumption Data for Settlement Purposes.

**PART A. APPLICATION TO RELEVANT PREMISES**

**Prohibition on obtaining consumption data**

47.6 Subject to paragraphs 47.7, 47.10, 47.16 and 47.19, the licensee must not, in respect of any relevant premises, obtain any Electricity Consumption Data which relates to a period of less than one month.

**Exception to Prohibition – Obtaining consumption data for periods of less than one month**

47.7 Paragraph 47.6 does not apply where:

(a) the Electricity Consumption Data that is obtained relates to a period of less than one month but not less than one day; and

(b) the requirements of either paragraph 47.8 or 47.9 are satisfied.

47.8 The requirements of this paragraph are that:

(a) the licensee has given Notice to the Domestic Customer at the relevant premises informing the Domestic Customer:

(i) that the licensee intends to obtain Electricity Consumption Data which relates to any one or more periods of a length referred to in paragraph 47.7(a);

(ii) of the purposes (which purposes must not include Marketing) for which the licensee may use that Electricity Consumption Data; and

(iii) that the Domestic Customer may at any time object to the licensee obtaining that Electricity Consumption Data and of the process by which he may do so; and

(b) the Domestic Customer has either:

(i) given explicit consent to the licensee obtaining that Electricity Consumption Data for the purposes set out in the Notice (and such consent has not been withdrawn); or

(ii) after at least seven days have elapsed from the date on which the Notice was given to them, not objected to the licensee obtaining that Electricity Consumption Data for the purposes set out in the Notice.

47.9 The requirements of this paragraph are that one of the following applies:

(a) the licensee has reasonable grounds to suspect that there is an occurrence of theft or abstraction of electricity at the relevant premises, and it obtains Electricity Consumption Data which relates to any one or more periods of a length referred to in paragraph 47.7(a) only for the purposes of investigating that suspected theft or abstraction;

(b) the licensee obtains Electricity Consumption Data which relates to a single period of a length referred to in paragraph 47.7(a) only for the purposes of:

(i) verifying the quantity of electricity supplied to the relevant premises since the last date in respect of which the licensee obtained Electricity Consumption Data that was used for the purposes of sending a Bill or statement of account to the Domestic Customer (the **Billing Date**); and

(ii) calculating and sending an accurate and up to date Bill or statement of account (including a final Bill or statement of account) to the Domestic Customer in respect of the Charges for the Supply of Electricity to the relevant premises since the Billing Date;

(c) the licensee obtains Electricity Consumption Data which relates to any one or more periods of a length referred to in paragraph 47.7(a) only for the purposes of responding to an enquiry from or a complaint made by, or on behalf of, the Domestic Customer at the relevant premises and relating to the supply of electricity by the licensee to the relevant premises;

(d) the licensee obtains Electricity Consumption Data which relates to any one or more periods of a length referred to in paragraph 47.7(a), only following receipt of a request of the type referred to in, and for the purposes of complying with the requirements of, paragraph 51.9(b) of standard condition 51 (Smart Metering – Customer Access to Consumption Data); or

(e) the Electricity Meter forming part of the Smart Metering System or Remote Access Meter at the relevant premises is a Prepayment Meter, and the Electricity Consumption Data:

(i) is obtained only by virtue of the Remote Access Meter or Smart Metering System registering an advance payment made by the Domestic Customer through that Prepayment Meter; and

(ii) relates to a single period of a length referred to in paragraph 47.7(a) which corresponds to the period since the previous advance payment made by the Domestic Customer through that Prepayment Meter.

## Exception to Prohibition – Obtaining consumption data for periods of less than a day

47.10 Paragraph 47.6 does not apply where:

(a) the Electricity Consumption Data that is obtained relates to a period of less than one day; and

(b) the requirements of either paragraph 47.11 or 47.12 are satisfied.

47.11 The requirements of this paragraph are that:

(a) the licensee has given Notice to the Domestic Customer at the relevant premises informing the Domestic Customer:

(i) that the licensee intends to obtain Electricity Consumption Data which relates to any one or more periods of less than one day;

(ii) of the purposes for which the licensee may use that Electricity Consumption Data;

(iii) that the licensee requires the Domestic Customer's consent to obtain that Electricity Consumption Data; and

(iv) that where the Domestic Customer gives consent he may withdraw it at any time and of the process by which he may do so; and

(b) the Domestic Customer has given their explicit consent to the licensee obtaining that Electricity Consumption Data for the purposes set out in the Notice and such consent has not been withdrawn.

47.12 The requirements of this paragraph are that:

(a) where:

(i) there is a Remote Access Meter and the Authority has approved the Trial; or

(ii) the Electricity Meter forms part of a Smart Metering System and the Secretary of State has approved the **Trial**; and

(b) the relevant premises fall within that category;

(c) the licensee has given at least 14 days advance Notice to the Domestic Customer at the relevant premises informing the Domestic Customer:

(i) of the nature and purpose of the Trial;

(ii) that he may at any time object to being included in the Trial;

(iii) of the process by which the Domestic Customer may object; and

(d) the Domestic Customer has not objected to being included in the Trial.

**Prohibition on use of Electricity Consumption Data obtained under paragraph 47.7 or 47.10**

47.13 Subject to paragraph 47.14, the licensee must not use Electricity Consumption Data obtained under paragraph 47.7 or 47.10 other than for any of the following purposes:

(a) calculating and sending a Bill or a statement of account to the Domestic Customer;

(b) complying with a relevant condition or a relevant requirement;

(c) where the requirements of paragraph 47.8 are satisfied, the purpose set out in the Notice given to the Domestic Customer under paragraph 47.8(a);

(d) where any of the requirements of paragraph 47.9 are satisfied, the purpose for which the data was obtained in accordance with paragraph 47.9;

(e) where the requirements of paragraph 47.11 are satisfied, the purpose set out in the Notice given to the Domestic Customer under paragraph 47.11(a);

(f) where the requirements of paragraph 47.12 are satisfied, the purpose of the Trial.

**Exception to prohibition on use of Electricity Consumption Data obtained under paragraph 47.7 or 47.10**

47.14 The licensee may use Electricity Consumption Data obtained under paragraph 47.7 or 47.10 for purposes other than the purposes specified in paragraph 47.13 where:

(a) it has given at least seven days advance Notice informing the Domestic Customer that it intends to use Electricity Consumption Data for the purposes specified in the Notice; and

(b) the requirements of paragraph 47.15 are satisfied.

47.15 The requirements of this paragraph are that:

(a) where the Electricity Consumption Data relates to any period of less than one day, the Domestic Customer has given explicit consent for that Electricity Consumption Data to be used for the purposes specified in the Notice;

(b) where the Notice given under paragraph 47.14(a) specifies that the licensee intends to use Electricity Consumption Data for Marketing, the Domestic Customer has given explicit consent for the Electricity Consumption Data to be used for Marketing; and

(c) in all other cases, the Domestic Customer has not objected to the Electricity Consumption Data being used for the purposes specified in the Notice.

**Exception to prohibition in paragraph 47.6 - Obtaining half-hourly Electricity Consumption Data for Settlement Purposes**

47.16 Paragraph 47.6 does not apply and the licensee must obtain Electricity Consumption Data relating to half-hourly periods for Settlement Purposes, if the requirements of paragraph 47.17 or 47.18 are met.

47.17 The requirements of this paragraph are that:

(a) the Domestic Customer is a New System Customer; and

(b) the Domestic Customer has, either (i) given their explicit consent to the licensee obtaining Electricity Consumption Data relating to half-hourly periods for Settlement Purposes; or (ii) after at least seven days have elapsed from the date on which the Notice was given to them, not objected to the licensee obtaining Electricity Consumption Data relating to half-hourly periods for Settlement Purposes (subject to paragraph 47.26(a)).

47.18 The requirements of this paragraph are that:

(a) the Domestic Customer is an Old System Customer; and

(b) the Domestic Customer has given explicit consent to the licensee obtaining Electricity Consumption Data relating to half-hourly periods for Settlement Purposes, and such consent has not been withdrawn (subject to paragraph 47.26(a)).

**Exception to prohibition in paragraph 47.6 - Obtaining daily Electricity Consumption Data for Settlement Purposes**

47.19 Paragraph 47.6 does not apply and the licensee must obtain Electricity Consumption Data relating to daily periods for Settlement Purposes, if the requirements of paragraphs 47.20 or 47.21 are met.

47.20 The requirements of this paragraph are that:

(a) the Domestic Customer is a New System Customer; and

(b) the Domestic Customer has objected to the licensee obtaining Electricity Consumption Data relating to half-hourly periods for Settlement Purposes (subject to paragraph 47.26(a).

47.21 The requirements of this paragraph are that:

(a) the Domestic Customer is an Old System Customer; and

(b) the Domestic Customer has neither (i) given their explicit consent to the licensee obtaining Electricity Consumption Data relating to half-hourly periods for Settlement Purposes; nor (ii) after at least seven days have elapsed

from the date on which the Notice was given to them, objected to the licensee obtaining Electricity Consumption Data relating to daily periods for Settlement Purposes.

**Obtaining monthly Electricity Consumption Data for Settlement Purposes**

47.22 The licensee must obtain Electricity Consumption Data relating to monthly periods for Settlement Purposes, if the requirements of paragraph 47.23 are met.

47.23 The requirements of this paragraph are that:

(a) the Domestic Customer is an Old System Customer; and

(b) the Domestic Customer has objected to the licensee obtaining Electricity Consumption Data relating to daily periods for Settlement Purposes.

**Use of Electricity Consumption Data obtained for Settlement Purposes**

47.24 The licensee must submit for use in Settlement the Electricity Consumption Data obtained in respect of the relevant premises pursuant to paragraphs 47.16, 47.19 and 47.22.

47.25 The licensee may also use Electricity Consumption Data obtained in respect of the relevant premises pursuant to paragraphs 47.16, 47.19 and 47.22 for either or both of the following purposes:

(a) Forecasting; and/or

(b) MHHS Business Readiness.

47.26 The following applies in respect of the relationship between obtaining half-hourly Electricity Consumption Data for Settlement Purposes, and for the purposes of calculating Charges:

(a) a Domestic Customer who has agreed a Tariff whereby the Charges are calculated by reference to Electricity Consumption Data relating to half-hourly periods may not object or withdraw their consent to the licensee obtaining Electricity Consumption Data relating to half-hourly periods for Settlement Purposes; and

(b) a Domestic Customer who has not agreed a Tariff whereby the Charges are calculated by reference to Electricity Consumption Data relating to half-hourly periods may still separately consent or object to the licensee obtaining Electricity Consumption Data relating to half-hourly or daily periods for Settlement Purposes.

## Maintaining records and informing customers

47.27 The licensee must, in respect of each of its Domestic Customers at relevant premises, at all times maintain an accurate and up to date record of:

(a) the date of any Notice sent to the Domestic Customer under this condition and of the information contained in it;

(b) the nature of the Domestic Customer's response (if any) to that Notice;

(c) the time periods (by reference to length) in relation to which the licensee obtains or may obtain Electricity Consumption Data; and

(d) where the licensee obtains Electricity Consumption Data by virtue of the requirements of paragraph 47.9(a) a statement setting out the reasons why such requirements are satisfied in the circumstances of the case.

47.28 The licensee must, in accordance with paragraph 47.29, inform the Domestic Customer in Writing of:

(a) the time periods (by reference to length) in relation to which the licensee obtains or may obtain Electricity Consumption Data;

(b) the purposes for which that Electricity Consumption Data is, or may be, used by the licensee; and

(c) where any of the time periods is of less than one month, the Domestic Customer's right, if any, to object or withdraw consent (as the case may be) to the licensee obtaining or using (as the case may be) that Electricity Consumption Data.

47.29 The licensee shall inform the Domestic Customer of the matters set out in paragraph 47.28:

(a) where it installs or arranges for the installation of the Remote Access Meter or Smart Metering System at the Domestic Premises, on, or at any time during the 14 days prior to, the date of installation or as soon as reasonably practicable after the date of installation; and

(b) in all cases, at such intervals as are determined appropriate by the licensee for the purposes of ensuring that the Domestic Customer is regularly updated of such matters.

## PART B. MICRO BUSINESS PREMISES

### Prohibition on obtaining Electricity Consumption Data

47.30 Subject to paragraphs 47.31 and 47.33, the licensee must not, in respect of any micro business premises, obtain any Electricity Consumption Data which relates to a period of less than one month.

### Exception to prohibition on obtaining Electricity Consumption Data

47.31 Paragraph 47.30 does not apply where the requirements of paragraphs 47.31A, 47.31B or 47.31C are satisfied.

47.31A The requirements of this paragraph are:

(a) the licensee has given at least seven days advance Notice to the Micro Business Consumer at the micro business premises informing the Micro Business Consumer:

(i) that the licensee intends to obtain Electricity Consumption Data which relates to any one or more periods of less than one month;

(ii) of the purposes for which the licensee may use that Electricity Consumption Data; and

(iii) that the Micro Business Consumer may at any time object to the licensee obtaining that Electricity Consumption Data and of the process by which he may do so; and

(b) (i) the Micro Business Consumer has not objected to the icensee obtaining that Electricity Consumption Data for the purposes set out in the Notice; or

(ii) the Micro Business Consumer has objected to the licensee obtaining Electricity Consumption data, which relates to any one or more periods of less than one month and the licensee is unable to remotely configure the Remote Access Meter to prevent that Electricity Consumption Data being automatically sent to the licensee or a third party, but as soon as reasonably practicable the licensee (subject to the overriding obligation in paragraph 47.38 in respect of data obtained as described in paragraph 47.35(b)):

1) takes all reasonable steps to prevent the third party passing that Electricity Consumption Data to the licensee or any other third party;

2) takes all reasonable steps to ensure the third party permanently erases that Electricity Consumption Data; and

3) permanently erases any of that Electricity Consumption Data it has obtained.

47.31B The requirements of this paragraph are that the Electricity Consumption Data that is obtained relates to a period of less than one month but not less than one day, and that one of the following applies:

(a) the licensee has reasonable grounds to suspect that there is an occurrence of theft or abstraction of electricity at the micro business premises, and it obtains Electricity Consumption Data which relates to any one or more periods of a length referred to in this paragraph 47.31B only for the purposes of investigating that suspected theft or abstraction;

(b) the licensee obtains Electricity Consumption Data which relates to a single period of a length referred to in this paragraph 47.31B only for the purposes of

(i) verifying the quantity of electricity supplied to the micro business premises since the last date in respect of which the licensee obtained Electricity Consumption Data that was used for the purposes of sending a Bill or a statement of account to the Micro Business Consumer (the **Billing Date**); and

(ii) calculating and sending an accurate and up to date Bill or statement of account (including a final Bill or statement of account) to the Micro Business Consumer in respect of the Charges for the Supply of Electricity to the micro business premises since the Billing Date;

(c) the licensee obtains Electricity Consumption Data which relates to any one or more periods of a length referred to in this paragraph 47.31B only for the purposes of responding to an enquiry from or a complaint made by, or on behalf of, the Micro Business Consumer at the micro business premises and relating to the supply of electricity by the licensee to the micro business premises; or

(d) the Electricity Meter forming part of the Smart Metering System or Remote Access Meter at the micro business premises is a Prepayment Meter, and the Electricity Consumption Data:

(i) is obtained only by virtue of the Remote Access Meter or Smart Metering System registering an advance payment made by the Micro Business Consumer through that Prepayment Meter; and

(ii) relates to a single period of a length referred to in this paragraph 47.31B which corresponds to the period since the previous advance payment made by the Micro Business Consumer through that Prepayment Meter.

47.31C The requirements of this paragraph are that the licensee obtains Electricity Consumption Data which relates to any one or more periods of less than one month following receipt of a request of the type referred to in, and for the purposes of complying with the requirements of, paragraph 51.21 of standard condition 51 (Smart Metering – Customer Access to Consumption Data).

**Use of Electricity Consumption Data**

47.32 The licensee must not use Electricity Consumption Data obtained in respect of any micro business premises other than for any of the following purposes:

(a) calculating and sending a Bill or statement of account to the Micro Business Consumer;

(b) complying with a relevant condition or a relevant requirement;

(c) where the requirements of paragraph 47.31A are satisfied, the purpose set out in the Notice given to the Micro Business Consumer under paragraph 47.31A;

(d) where any of the requirements of paragraph 47.31B are satisfied, the purpose for which the data was obtained in accordance with paragraph 47.31B.

**Exception to prohibition in paragraph 47.30 – Obtaining half-hourly Electricity Consumption Data for Settlement Purposes**

47.33 Paragraph 47.30 does not apply, and the licensee must obtain Electricity Consumption Data relating to half-hourly periods for Settlement Purposes, if the requirements of paragraph 47.34 or 47.35 are met.

47.34 The requirements of this paragraph are that the Micro Business Consumer is a New System Customer.

47.35 The requirements of this paragraph are that the Micro Business Consumer is an Old System Customer, and either:

(a) the Micro Business Consumer has either (i) given their explicit consent to the licensee obtaining Electricity Consumption Data relating to half-hourly periods for Settlement Purposes; or (ii) after at least seven days have elapsed from the date on which the Notice was given to them, not objected to the licensee obtaining Electricity Consumption Data relating to half-hourly periods for Settlement Purposes (subject to paragraph 47.40(a)); or

(b) the Micro Business Consumer has objected to the licensee obtaining Electricity Consumption Data relating to half-hourly periods for Settlement Purposes, and the licensee is unable to remotely configure the Remote Access Meter to prevent that Electricity Consumption Data being automatically sent to the licensee or a third party, but as soon as reasonably practicable the licensee takes all reasonable steps to reconfigure the meter.

**Obtaining monthly Electricity Consumption Data for Settlement Purposes**

47.36 The licensee must obtain Electricity Consumption Data relating to monthly periods for Settlement Purposes if the requirements of paragraph 47.37 are met.

47.37 The requirements of this paragraph are that:

(a) the Micro Business Consumer is an Old System Customer; and

(b) the Micro Business Consumer has objected to the licensee obtaining Electricity Consumption Data relating to half-hourly periods for Settlement Purposes (subject to paragraph 47.40(a)), except to the extent that the licensee has obtained Electricity Consumption Data relating to half-hourly periods in the circumstances described in paragraph 47.35(b).

**Use of Electricity Consumption Data obtained for Settlement Purposes**

47.38 The licensee must submit for use in Settlement the Electricity Consumption Data obtained in respect of the micro business premises pursuant to paragraph 47.33 or 47.36.

47.39 The licensee may also use Electricity Consumption Data obtained in respect of the micro business premises pursuant to paragraphs 47.33 and 47.36 for either or both of the following purposes:

(a) Forecasting; and/or

(b) MHHS Business Readiness.

47.40 The following applies to Micro Business Consumers who are Old System Customers in respect of the relationship between obtaining half-hourly Electricity Consumption Data for Settlement Purposes, and for the purpose of calculating Charges:

(a) a Micro Business Consumer who has agreed a Tariff whereby the Charges are calculated by reference to Electricity Consumption Data relating to half-hourly periods may not object to the licensee obtaining Electricity Consumption Data relating to half-hourly periods for Settlement Purposes; and

(b) a Micro Business Consumer who has not agreed a Tariff whereby the Charges are calculated by reference to Electricity Consumption Data relating to half-hourly periods may still separately consent or object to the licensee obtaining Electricity Consumption Data relating to half-hourly periods for Settlement Purposes.

**PART C. EXPORT METERS**

47.41 The licensee must obtain Electricity Export Data relating to half hourly periods for Settlement Purposes.

47.42 The licensee must submit for use in Settlement the Electricity Export Data obtained pursuant to paragraph 47.41.

47.43 The licensee may also use Electricity Export Data obtained pursuant to paragraph 47.41 for either or both of the following purposes:

(a) Forecasting; and/or

(b) MHHS Business Readiness.

## Interpretation and Definitions

47.44 In this condition, any reference:

(a) to Electricity Consumption Data being ‘obtained’ by the licensee shall be read as incorporating a reference to the licensee requesting any other person to obtain that Electricity Consumption Data on its behalf (and references to ‘obtain’ and ‘obtaining’ shall be construed accordingly);

(b) to the licensee obtaining Electricity Consumption Data which ‘relates to’ a specified period, shall be read as incorporating a reference to the licensee obtaining any data which would allow it to calculate Electricity Consumption Data in respect of that period (and references to Electricity Consumption Data being ‘in relation to’ a period of time shall be construed accordingly).

47.45 For the purposes of this condition:

**Electricity Consumption Data** means, in respect of a relevant premises or a micro business premises, the quantity of electricity measured by the Electricity Meter as having been supplied to the relevant premises or the micro business premises.

**Electricity Export Data** means, in respect of a premises, the quantity of electricity measured by the Export Meter as having been exported from the premises.

**Export Meter** means an Electricity Meter comprising or forming part of a Remote Access Meter or a Smart Metering System which measures the quantity of electricity exported from a premises.

**Forecasting** means the process by which the licensee predicts their potential future position with regards to liabilities and charges under Settlement. Provided that all Personal Data must be anonymised and aggregated as early in the relevant process as is reasonably practicable.

**Market-wide Half-Hourly Settlement System** means the system under the Balancing and Settlement Code for market-wide half-hourly settlement.

**Marketing** means:

(a) any activities of the licensee or its Representatives which are directed at or incidental to identifying and communicating with Domestic Customers for the purpose of promoting the provision of goods or services by any person and includes entering into contracts for the provision of goods or services with such customers;

(b) the licensee or its representatives disclosing Electricity Consumption Data to any other person for the purposes of that person undertaking activities which are directed at or incidental to identifying and communicating with Domestic Customers for the purpose of promoting the provision of goods or services by any person, including the entering into contracts for the provision of goods or services with such customers,

but for these purposes 'goods or services' shall be taken to exclude the supply of electricity by the licensee.

**MHHS Business Readiness** means undertaking preparations for the purposes of implementing and delivering Market-Wide Half-Hourly Settlement, including (a) improving Forecasting techniques or processes; and (b) the development of new electricity supply products and services aimed at broad market segments. Provided that all Personal Data must be anonymised and aggregated as early in the relevant process as is reasonably practicable.

**MHHS Data Access**

**Commencement Date (MDACD)** means the date from which the licensee may obtain data in accordance with paragraph 47.4(b).

**Micro Business Consumer** has the meaning given to it in standard condition 7A (Supply to Micro Business Consumers).

**New System Customer** means:

(a) a Domestic Customer or Micro Business Consumer who had their Remote Access Meter or Smart Metering System installed after the date on which this definition came into effect; or

(b) a Domestic Customer or Micro Business Consumer who had their Remote Access Meter or Smart Metering System installed before this definition came into effect, and who since such date has entered into a new Contract (but excluding Deemed Contracts).

**Old System Customer** means a Domestic Customer or a Micro Business Consumer that is not a New System Customer.

**Personal Data** has the meaning given to that expression in the Data Protection Act 2018.

**Remote Access Meter** means an Electricity Meter that, either on its own or with an ancillary device:

(a) provides measured Electricity Consumption Data for multiple time periods and is able to provide such data for periods of less than one month;
(b) is able to provide the licensee with remote access to such data; and

| | |
|---|---|
| | (c) is not a Smart Metering System or part of a Smart Metering System. |
| **Settlement** | means the arrangements for determination, allocation and/or settlement of the financial obligations defined in paragraph E1.12 of condition E1 (Balancing and Settlement Code (BSC)) of the Electricity System Operator Licence, as further specified in the Balancing and Settlement Code. |
| **Settlement Purposes** | means Settlement, and also Forecasting and MHHS Business Readiness. |
| **Trial** | means proposals submitted by the licensee for obtaining Electricity Consumption Data which relates to any one or more periods of less than one day, in respect of a particular category of relevant premises and for a particular purpose (in each case as specified in the proposal), on a trial basis. |

# Condition 48: The Smart Energy Code

## Party to the Code

48.1 The licensee must:

(a) by no later than the Commencement Date, be a party to the Smart Energy Code; and

(b) thereafter remain a party to and comply with the Smart Energy Code.

## Derogation

48.2 The Authority, following consultation with the licensee and where appropriate any other person likely to be materially affected and after having regard to any guidance issued by it in accordance with paragraph 48.3, may give a direction ("a derogation") to the licensee that relieves it of its obligations under the Smart Energy Code in respect of such parts of the Smart Energy Code, to such extent, for such period of time and subject to such conditions as may be specified in the direction.

48.3 The Authority may issue, and may from time to time revise, guidance regarding the manner in which it will exercise its powers under paragraph 48.2.

48.4 The guidance issued in accordance with paragraph 48.3 may, in particular, set out:

(a) the process for requesting the Authority to grant a derogation under paragraph 48.2;

(b) the type of information that is likely to be required by the Authority as part of that process; and

(c) the criteria the Authority would have regard to in considering whether and to what extent to exercise its power to give a direction under paragraph 48.2.

## DCC User – Large Energy Suppliers

48.5 Paragraph 48.6 applies where the licensee:

(a) is a party to the Smart Energy Code in accordance with paragraph 48.1;

(b) supplies electricity to Domestic Premises; and

(c) supplied, or together with its Affiliate Licensees jointly supplied, (whether with electricity, or gas, or both) at least 250,000 Domestic Energy Premises on 15 February 2015.

48.6 Where this paragraph applies, the licensee must become a DCC User by no later than 16 February 2017 (or such later date as may be specified in a direction issued by the Secretary of State under this paragraph).

**DCC User – Other Energy Suppliers**

48.7 Paragraph 48.8 applies where the licensee:

(a) is a party to the Smart Energy Code in accordance with paragraph 48.1;

(b) supplies electricity to Domestic Premises or Designated Premises; and

(c) is not subject to the requirements of paragraph 48.6.

48.8 Where this paragraph applies and either:

(b) the licensee supplies electricity to any Domestic Premises on or after 17 August 2017 (or such later date as may be specified in a direction issued by the Secretary of State under this paragraph); or

(c) the licensee supplies electricity to any Designated Premises on or after 31 August 2018 (or such later date as may be specified in a direction issued by the Secretary of State under this paragraph),

the licensee must be a DCC User, except in the circumstances described in paragraph 48.9.

48.9 The requirement in paragraph 48.8 does not apply where:

(a) the licence does not supply electricity to any Domestic Premises; and

(b) each of the Designated Premises supplied with electricity by the licensee is a premises in respect of which:

(i) any one (or more) of paragraphs 39.3, 39.4, 39.5, or 39.6 of standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance) apply;

(ii) any one (or more) of paragraphs 39.10. 39.11, 39.12 or 39.13 of standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance) apply; or

(iii) on or after the date which falls immediately after the ARS Specified Date, the Electricity Meter installed or arranged to be installed at the Designated Premises is a Current Transformer Electricity Meter or an Advanced Meter.

**Interpretation**

48.10 For the purposes of this Condition the licensee's obligation to comply with the Smart Energy Code is an obligation to comply with the provisions of the Smart Energy Code so far as they are applicable to the licensee.

**Definitions**

48.11 In this Condition:

| | |
|---|---|
| **Advanced Meter** | has the meaning given to it in standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance). |
| **Commencement Date** | means:<br>(a) the date which is the SEC Designated Date; or<br>(b) the date on which the licensee first starts to supply electricity to any Domestic Premises or Designated Premises under this licence,<br>whichever is the later. |
| **DCC User** | means a User in the User Role of Import Supplier (where 'User', 'User Role' and 'Import Supplier' all have the meanings given to them from time to time in the Smart Energy Code). |
| **Domestic Energy Premises** | means premises which:<br>(a) with respect to the supply of electricity, are Domestic Premises; or<br>(b) with respect to the supply of gas, satisfy the definition of 'Domestic Premises' at standard condition 6 of the Gas Supply Licence. |
| **SEC Designated Date** | means the date the Smart Energy Code is designated by the Secretary of State |

in a direction given for the purposes of Condition 22 of the DCC Licence.

## Condition 49: Smart Metering Systems and In-Home Displays – Operational Requirements

**Application of Part A**

49.1 Part A of this Condition applies to the licensee in respect of any Domestic Premises and any Designated Premises of Micro-Business Consumers at which:

(a) it is the Relevant Electricity Supplier; and

(b) there is installed a Smart Metering System,

(a **relevant premises**).

49.2 Part A of this Condition applies from:

(a) the Effective Date in respect of any relevant premises where:

(i) the Installation Date of the Smart Metering System is a date after the Effective Date; or

(ii) the Installation Date of the Smart Metering System is a date on or prior to the Effective Date and the Smart Metering System is enrolled in accordance with the Enrolment Service; and

(b) the date specified in paragraph 39.1 of standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance) in respect of any relevant premises which are Domestic Premises and where:

(i) the Installation Date of the Smart Metering System is a date on or prior to the Effective Date; and

(ii) the Smart Metering System is not enrolled in accordance with the Enrolment Service.

**Application of Part B**

49.3 Part B of this Condition applies to the licensee from the Effective Date in respect of any Domestic Premises at which:

(a) it is the Relevant Electricity Supplier;

(b) there is installed a Smart Metering System; and

(c) the Installation Date of the Smart Metering System is a date on or after the Effective Date,

(a **relevant IHD premises**).

**Part A: Smart Metering Systems**

**Smart Metering System – Operational Requirement**

49.4 In respect of of each relevant premises, the licensee must take all reasonable steps to ensure that:

(a) a connection is established that enables the exchange of information between the Smart Metering System at those premises and the licensee's Communications System (either directly to the licensee's Communications System or indirectly through the DCC's Communications System or another Communications System);

(b) where the connection established in accordance with paragraph

(i) is not through the DCC's Communications System, it maintains that connection;

(ii) is through the DCC's Communications System, it does not act in a manner that compromises the maintenance of that connection;

(c) the Smart Metering System is configured and where necessary the Alt HAN Services (or any other services of equivalent purpose and effect which have been acquired by the licensee) are utilised, so that:

(i) the HAN extends into at least one part of the relevant premises which:

(A) if the relevant premises is a Domestic Premises, is a part located within the main dwelling area of the premises;

(B) if the relevant premises is a Designated Premises of a Micro Business Consumer, is a part located within the main business area of the premises; and

(ii) where a connection is established in accordance with paragraph (d), the Smart Metering System, together where necessary with the Alt HAN Equipment (or other equipment of equivalent purpose and effect) which is being used by the licensee in respect of the relevant premises, enables the Customer Information referred to in

paragraph (e) to be sent to the Relevant Consumer Device for the purposes referred to in paragraph (e);

(d) on request of the Customer at the relevant premises, it both establishes and thereafter maintains a connection through the HAN Interfaces between the Smart Metering System and each Relevant Consumer Device that is located within a part of the premises to which the HAN extends and is the subject of the request; and

(e) the connection established in accordance with paragraph (d) enables that Customer to access (at any time and, in the case of the Domestic Customer, free of charge) by means of each Relevant Consumer Device, the Customer Information that:

(i) is capable of being stored in or held by the Smart Metering System (or any part of it); and

(ii) the Smart Metering System (or any part of it) is capable of sending to the Relevant Consumer Device.

49.5 Where, in respect of any premises, the licensee uses Alt HAN Equipment or any other equipment of equivalent purpose and effect for the purposes of paragraph 49.4(c), it shall ensure that it does not seek to recover costs from a Domestic Customer in relation to the provision, installation, operation, maintenance, modification, decommissioning or replacement of that equipment except to the extent that they are borne by the licensee's Domestic Customers generally as an increment of charges for electricity or gas supplied to them.

49.6 Where, in respect of any relevant premises, the licensee does not use Alt HAN Equipment but uses other equipment of equivalent purpose and effect for the purposes of paragraph 49.4(c), it shall ensure that:

(a) the equipment that is being used by it does not interfere with the location, operation or maintenance of any Alt HAN Equipment which has previously been installed in respect of those premises;

(b) neither that equipment nor any arrangements under which it is provided, installed, operated or maintained interfere with effective competition between Gas Suppliers and Electricity Suppliers or between persons engaged in commercial activities that are connected with the supply of gas or electricity; and

(c) where it (or any Representative) is installing that equipment for the first time, it takes all reasonable steps to communicate to the Customer at those premises in plain and intelligible language a statement to the effect that if that Customer changes their Electricity Supplier they may not be able to receive the same services in respect of the functionality of the Smart Metering

System installed at those premises without the installation of additional equipment.

49.7 The obligations in paragraph 49.4 are subject to paragraphs 49.8, 49.9, 49.12, 49.13, 49.15, 49.16, 49.17 and 49.18

**Exception to SMS Operational Requirement – All Premises**

**Proactive Install and Leave**

49.8 The obligations in paragraph 49.4 do not apply in respect of a relevant premises where:

(a) the Smart Metering System at the relevant premises:

(i) is installed or arranged to be installed by the licensee; and

(ii) meets the requirements of a Version of the ESME Technical Specification, other than a Version with a Principal Version number of 1;

(b) the Electricity Meter forming part of the Smart Metering System is:

(i) a New Electricity Meter; or

(ii) a Mandatory Replacement Electricity Meter; and

(c) the SM WAN Coverage Database indicates that the SM WAN is not (or will not be) available in respect of the relevant premises on the Installation Date of the Smart Metering System but will be available in respect of such premises on a date that is prior to 1 January 2021.

49.9 The exception in paragraph 49.8 applies only until the date from which the SM WAN is available in respect of the relevant premises (as indicated by the SM WAN Coverage Database).

49.10 Where the exception in paragraph 49.8 applies in respect of a relevant premises, the licensee shall not take the steps described in paragraph 49.4(c) in respect of that relevant premises unless it ascertains, at any time during the 30 days prior to the Applicable Date, that the SM WAN Coverage Database indicates that the SM WAN is (or will be) available in respect of the relevant premises on the Applicable Date.

49.11 Paragraph 49.12 applies where:

(a) pursuant to paragraph 49.10 the licensee takes, or attempts to take, the steps described in paragraph 49.4(c) on the Applicable Date; and

(b) the SM WAN is not available in respect of the relevant premises on the Applicable Date.

49.12 Where this paragraph applies, the licensee must:

(a) as soon as reasonably practicable, and in accordance with the relevant provisions of the Smart Energy Code, notify the DCC that the SM WAN was not available in respect of the relevant premises on the Applicable Date; and

(b) where it has not taken the steps described in paragraph 49.4(c) in respect of that relevant premises prior to the Notified Date, take all reasonable steps to fulfil the obligation at paragraph 49.4(c) in respect of the relevant premises as soon as reasonably practicable after the Notified Date.

**Reactive Install and Leave**

49.13 The obligations in paragraph 49.4 do not apply in respect of a relevant premises where:

(a) the Smart Metering System at the relevant premises:

(i) is installed or arranged to be installed by the licensee; and

(ii) meets the requirements of a Version of the ESME Technical Specification, other than a Version with a Principal Version number of 1;

(b) the licensee ascertains, at any time during the 30 days prior to the Installation Date of the Smart Metering System, that the SM WAN Coverage Database indicates that the SM WAN is (or will be) available in respect of the relevant premises on the Installation Date; and

(c) the SM WAN is not available in respect of the relevant premises on the Installation Date.

49.14 Where the exception in paragraph 49.13 applies in respect of a relevant premises the licensee must, as soon as reasonably practicable and in accordance with the relevant provisions of the Smart Energy Code, notify the DCC that the SM WAN was not available in respect of the relevant premises on the Installation Date of the Smart Metering System.

49.15 The exception in paragraph 49.13 applies only until the Notified Date.

49.16 Where:

(a) paragraph 49.13 applies in respect of a relevant premises; and

(b) the licensee has not taken the steps described in paragraph 49.4(c) in respect of that relevant premises prior to the Notified Date,

the licensee must take all reasonable steps to fulfil the obligation at paragraph 49.4(c) in respect of the relevant premises as soon as reasonably practicable after the Notified Date.

**Exception to SMS Operational Requirement – Premises of Micro-Business Consumers**

49.17 The obligations in paragraph 49.4 do not apply in respect of a Designated Premises of a Micro-Business Consumer where the Smart Metering System at the premises is not enrolled in accordance with the Enrolment Service.

**Exception to SMS Operational Requirement – Domestic Premises**

49.18 Subject to paragraph 49.19, the obligations in paragraph 49.4 do not apply in respect of a Domestic Premises where:

(a) the Smart Metering System at the premises was not installed or arranged to be installed by the licensee; or

(b) the licensee replaces any apparatus forming part of the Smart Metering System pursuant to paragraph 50.9 of standard condition 50 (Smart Metering – Continuation of Arrangements on Change of Supplier).

49.19 The exceptions in paragraph 49.18 apply only until the earlier of:

(a) the date that the Smart Metering System installed at the premises is enrolled in accordance with the Enrolment Service; or

(b) the date specified in paragraph 39.1 of standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance).

**Customer Information**

49.20 In this Condition, Customer Information is information which provides details of or relates to:

(a) the quantity of electricity measured by the Electricity Meter as having been supplied by the licensee to the customer at the relevant premises;

(b) where applicable, the quantity of electricity measured by the Export Meter as having been Exported from the relevant premises or an installation at the relevant premises onto a distribution system or transmission system;

(c) Charges for the Supply of Electricity (including the standing charge (where applicable) and the unit rate (expressed where applicable in pence per kWh);

(d) where the Electricity Meter forming part of the Smart Metering System is a Prepayment Meter:

(i) the amount of credit (by reference to sums of money) that at any given time remains available for use by the customer;

(ii) the amount of Outstanding Charges (if any and by reference to sums of money being recovered through calibration of the Prepayment

Meter), the level of such Outstanding Charges, and the period within which such Outstanding Charges are to be recovered.

**Virtual WAN Devices**

49.20A Where the licensee provides a Virtual WAN Device to a Customer at a relevant premises, the licensee must (and must do so Free of Charge):

(a) install a Virtual WAN Communications Hub for the relevant premises (if one is not already installed); and

(b) connect the Virtual WAN Device to the Virtual WAN Communications Hub.

49.20B In respect of any relevant premises at which there is a Virtual WAN Device which is connected to a Virtual WAN Communications Hub (whether or not that Virtual WAN Device was provided by the licensee), the licensee must take all reasonable steps to maintain the connection between the Virtual WAN Device and the Virtual WAN Communications Hub, and not do anything that compromises the connection between the Virtual WAN Communications Hub and the DCC (while the Customer consents to its internet being used for the purpose of such connection).

**Part B: In-Home Displays**

**In-Home Display – Operational Requirement**

49.21 The licensee must:

(a) ensure that any In-Home Display provided by it, pursuant to its obligations in standard condition 40 (Provision of an In-Home Display), to a Domestic Customer at any relevant IHD premises is during the Relevant Period configured to operate in such a manner as to comply with the requirement of paragraph 49.23;

(b) take all reasonable steps to ensure that it both establishes and thereafter maintains a connection through the HAN between the Smart Metering System and any In-Home Display provided by it to the Domestic Customer at the relevant IHD premises that is located within a part of the premises to which the HAN extends; and

(c) where the In-Home Display is of a type that is capable of being connected through the HAN to the Smart Metering System at the premises at the Specified Frequency Band, ensure that the connection is established and thereafter maintained at the Specified Frequency Band

49.22 The obligation in paragraph 49.21 is subject to paragraph 49.25.

49.23 Subject to paragraph 49.24, the requirement of this paragraph is that the Domestic Customer can, at any time during the Relevant Period and free of charge, access by means of the In-Home Display all information:

(a) which is communicated to it from the Smart Metering System across the HAN; and

(b) which the In-Home Display is required to be capable of displaying in accordance with the requirements of the Version of the IHD Technical Specification in accordance with which the In-Home Display is maintained pursuant to the requirements of paragraph 40.13 of standard condition 40 (Provision of an In-Home Display).

49.24 Except where the Electricity Meter forming part of the Smart Metering System is a Prepayment Meter, the In-Home Display need not be configured to operate so as to enable the Domestic Customer to access information which provides details of or relates to:

(a) the amount of credit (by reference to a sum of money) that may be, or is, available to the Domestic Customer; or

(b) Outstanding Charges.

**Exception to IHD Operational Requirement**

49.25 Where the Smart Metering System at the relevant IHD premises and new sub-paragraphs (a) and (b) as follows -

(a) was not installed or arranged to be installed by the licensee, the obligation in paragraph 49.21 applies only from such date as is specified in a direction issued by the Secretary of State under this paragraph

(b) was installed or arranged to be installed by the licensee, the obligation in paragraph 49.21 applies from the date the licensee is required to fulfil the obligations in paragraph 49.4(c).

**Part C: Definitions**

**Definitions and Interpretation**

49.26 In this Condition:

**Alt HAN Equipment** means any equipment which:

(c) satisfies the definition of 'Alt HAN Equipment' in standard condition 55 (Smart Metering – The Alt HAN Arrangements); and

(d) is installed and maintained at premises under and in accordance with the arrangements set out at Section Z of the Smart Energy Code.

**Alt HAN Services** means any services which:

(a) satisfy the definition of 'Alt HAN Services' in standard condition 55 (Smart Metering – The Alt HAN Arrangements); and

(b) are provided to the licensee under and in accordance with the arrangements set out at Section Z of the Smart Energy Code.

**Applicable Date** means, in respect of a relevant premises, the date on which the licensee arranges to fulfil the obligation in paragraph 49.4(c).

**Consumer Device** means either:

(a) an In-Home Display located at the relevant premises; or

(b) any other device located at those premises which:

(i) is capable of providing the Customer with access (whether directly or indirectly) to Customer Information; and

is capable of connecting through the HAN to a device forming part of the Smart Metering System, and that capability has been so enabled.

**Customer Information** has the meaning given in paragraph 49.20.

**Effective Date** means 14 July 2013.

**Enrolment Service** means the service operated by the DCC pursuant to the requirements of paragraphs 17.14 and 17.15 of Part D of Condition 17 of the DCC Licence for the purposes of enrolling a Smart Metering System in accordance with the provisions of the Smart Energy Code.

**Free of Charge** means that the licensee does not seek to recover costs from a Customer in relation to the provision, installation, operation or maintenance of either or both of a Virtual

WAN Communications Hub or Virtual WAN Device;
provided that the licensee may:

(a) recover such costs from its Customers generally as an incremental charge for electricity or gas supplied to them; and

(b) charge for a Virtual WAN Device with enhanced functionality if a Customer opts to take this enhanced version in preference to the basic version (having been given the choice).

**Mandatory Replacement Electricity Meter** means an Electricity Meter that replaces an Electricity Meter previously installed at the relevant premises (the 'first meter') where the replacement of the first meter is required for the purposes of complying with any statutory requirement or any provision (other than a provision in standard condition 39) of an Electricity Supply Licence.

**Micro-Business Consumer** has the meaning given to it in standard condition 7A (Supply to Micro Business Consumers).

**New Electricity Meter** has the meaning given to it in standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance).

**Notified Date** means, in respect of a relevant premises, the date the licensee receives confirmation from the DCC that the SM WAN is available in respect of the relevant premises.

**Relevant Consumer Device** means a Consumer Device to which devices forming part of the Smart Metering System are capable of being connected by virtue of the technical capability and functionality of those devices.

**Relevant Period** means:

(a) the period which commences on the Installation Date of the Smart Metering System at the relevant IHD premises and ends 12 months after that date; or

(b) where the HAN Date is later than the Installation Date of the Smart Metering System, the period which commences on the HAN Date and ends 12 months after that date.

## Condition 50 Smart Metering - Continuation of Arrangements on Change of Supplier

**Application**

50.1 This Condition applies in respect of any Domestic Premises at which there is, at the date of a Supplier Transfer in respect of that Domestic Premises, a Smart Metering System installed (**relevant premises**).

**Part A: Obligations on Old Supplier**

**Notification of Meter Asset Provider**

50.2 This paragraph applies where:

(a) the licensee is the Old Supplier in relation to a relevant premises; and

(b) the New Supplier in relation to that relevant premises is not the Meter Asset Provider for all of the Relevant Apparatus at the relevant premises.

50.3 Where paragraph 50.2 applies the licensee must take all reasonable steps to send within 15 working days of the Supplier Transfer, or such other timescale agreed with the New Supplier or a Relevant Meter Asset Provider (as the case may be):

(a) a Notice to the New Supplier giving:

(i) the name of each Relevant Meter Asset Provider;

(ii) except where such information is available to the New Supplier by virtue of the information sent to it in respect of the Supplier Transfer in accordance with any Industry Code, the contact details of each Relevant Meter Asset Provider; and

(iii) details of the Relevant Apparatus provided by each Relevant Meter Asset Provider,

(a **MAP Notice**);

(b) a Notice to each Relevant Meter Asset Provider (other than the licensee) giving, in respect of the relevant premises:

(i) the date of the most recent Supplier Transfer;

(ii) the name of the New Supplier;

(iii) the Meter Point Administration Number core (being the final 13 digits of that number) of each Electricity Meter; and

(iv) the serial number of, or any other information which identifies, the Relevant Apparatus provided by that Relevant Meter Asset Provider.

**Part B: Obligations on New Supplier**

**Arrangements with the Meter Asset Provider**

50.4 This paragraph applies where the licensee is the New Supplier in relation to a relevant premises, and it:

(a) receives a MAP Notice from the Old Supplier; or

(b) is contacted by a Relevant Meter Asset Provider about the Relevant Apparatus at the relevant premises.

50.5 Where:

(a) paragraph 50.4 applies; and

(b) the licensee does not have an existing agreement with the Relevant Meter Asset Provider for the provision of apparatus of the type identified in the MAP Notice, or by the Relevant Meter Asset Provider, as Relevant Apparatus,

the licensee must take all reasonable steps to ensure that by no later than 6 months from the date of the MAP Notice or from first being contacted by the Relevant Meter Asset Provider about the Relevant Apparatus (whichever is the earlier):

(i) it has entered into an agreement with the Relevant Meter Asset Provider for the provision of apparatus of the type identified in the MAP Notice, or by the Relevant Meter Asset Provider, as Relevant Apparatus; and

(ii) the agreement includes terms in relation to the provision of the Relevant Apparatus at the relevant premises.

50.6 Where:

(a) paragraph 50.4 applies; and

(b) the licensee has an existing agreement with the Relevant Meter Asset Provider for the provision of apparatus of the type identified in the MAP Notice, or by the Relevant Meter Asset Provider, as Relevant Apparatus, it must take all reasonable steps to ensure that by no later than one month from the date of the MAP Notice the existing agreement includes terms in relation to the provision of the Relevant Apparatus at the relevant premises.

**Return of Apparatus**

50.7 Where pursuant to either paragraph 50.5 or 50.6 (as applicable) the licensee is not able to agree terms with the Relevant Meter Asset Provider within the Specified Period it must:

(a) return the Relevant Apparatus to the Relevant Meter Asset Provider; and

(b) take all reasonable steps to do so by no later than 1 month after the expiry of the Specified Period .

50.8 Where paragraph 50.7 applies, the licensee must take all reasonable steps to ensure that any apparatus returned in accordance with that paragraph is, at the time of its return, in the same condition as it was when it was last used as Relevant Apparatus.

**Replacement of SMS Apparatus**

50.9 This paragraph applies where the licensee:

(a) supplies electricity to at least 250,000 Domestic Customers;

(b) is the New Supplier in relation to a relevant premises;

(c) returns, or is taking steps to return, pursuant to the requirements of paragraph 50.7, any apparatus to a Meter Asset Provider; and

(d) installs, or arranges the installation of, Replacement Apparatus.

50.10 Subject to paragraph 50.11, where paragraph 50.9 applies the licensee must take all reasonable steps to ensure that the Replacement Apparatus forms part

of a Smart Metering System at the relevant premises at the time of its installation.

50.11 The requirement in paragraph 50.10 does not apply in respect of Replacement Apparatus which:

(a) is an Electricity Meter; and

(b) is able to operate only as a Prepayment Meter.

50.12 Paragraphs 50.9, 50.10 and 50.11 of this Condition cease to apply from the date specified in the direction issued by the Secretary of State to the licensee in accordance with paragraph 39.9 of standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance).

**Definitions**

50.13 In this Condition:

| | |
|---|---|
| **Meter Asset Provider** | means any person who owns, and leases to other persons, apparatus forming part of a Smart Metering System but shall not include the holder of the DCC Licence. |
| **Relevant Apparatus** | means any apparatus forming part of the Smart Metering System at the relevant premises but shall exclude any Communications Hub that forms part of that Smart Metering System. |
| **Relevant Meter Asset Provider** | means a Meter Asset Provider of Relevant Apparatus. |
| **Replacement Apparatus** | means apparatus which is to replace any apparatus returned, or to be returned, pursuant to the requirements of paragraph 50.7, to a Meter Asset Provider. |
| **Specified Period** | means the period specified in paragraph 50.5(b) or 50.6(b) (whichever is applicable). |
| **Supplier Transfer** | has the meaning given to it in standard condition 14A"(Customer transfer). |

# Condition 51. Smart Metering – Customer Access to Consumption Data

## Application

51.1 Parts A and D of this Condition apply to the licensee in respect of any Domestic Premises at which:

(a) it is the Relevant Electricity Supplier; and
(b) there is installed a Smart Metering System,

(the **relevant premises**)

51.2 Parts B and D of this Condition apply to the licensee in respect of any Domestic Premises at which:

(a) it is, pursuant to the Retail Energy Code, registered as being responsible for a metering point at which there is Export (the **export supplier**); and
(b) there is installed a Smart Metering System,

(the **relevant export premises**).

51.3 Parts C1 and D of this Condition apply to the licensee in respect of any Designated Premises and (to the extent to which they are not Designated Premises) any Micro Business Premises at which:

(a) it is the Relevant Electricity Supplier; and
(b) there is installed a Smart Metering System,

(the **relevant designated or micro business premises**).

51.4 Parts C2 and D of this Condition apply to the licensee in respect of any Non-Domestic Premises at which:

(a) it is the Relevant Electricity Supplier; and
(b) there is installed a Smart Metering System or an Advanced Meter,

(the **relevant non-domestic premises**).

51.5 Parts C3 and D of this Condition apply to the licensee in respect of any Designated Premises at which:

(a) it is the Relevant Electricity Supplier; and
(b) there is installed a Smart Metering System or an Advanced Meter,

(the **relevant designated premises**).

51.6 Part C1 of this Condition ceases to apply from the date Part C2 applies.

51.7 Part C2 of this Condition applies from 1 December 2022 or such later date as may be specified in a direction given to the licensee by the Secretary of State pursuant to this paragraph 51.7.

51.8 Part C3 of this Condition applies from 1 October 2024 or such later date as may be specified in a direction given to the licensee by the Secretary of State pursuant to this paragraph 51.8.

**PART A – OBLIGATIONS IN RESPECT OF RELEVANT PREMISES**

**Customer Access to Relevant Consumption Data**

51.9 In respect of each relevant premises, the licensee must:

(a) within a reasonable period of time after the Effective Date, notify the Domestic Customer at the premises that the licensee can, if requested, make available Relevant Consumption Data such that it can be accessed by the Domestic Customer in accordance with paragraph (b) below; and

(b) as soon as is reasonably practicable after receiving any request to do so from the Domestic Customer at those premises, make available (free of charge and in a readily understandable format) Relevant Consumption Data such that it can be accessed, at any time, by the Domestic Customer via:

(i) the internet; or

(ii) where the licensee does not provide access via the internet, a Consumer Device provided, free of charge, by the licensee to the Domestic Customer for the purposes of meeting the Domestic Customer's request.

51.10 The requirements of paragraph 51.9 are subject to paragraph 51.13.

**Retention of Consumption Data**

51.11 Paragraph 51.12 applies where:

(a) the licensee makes available Relevant Consumption Data such that it can be accessed by the Domestic Customer in accordance with paragraph 51.9(b); and

(b) the Smart Metering System (or any part of it) at the relevant premises does not retain consumption data for the Relevant Period.

51.12 Where this paragraph applies:

(a) the licensee must establish arrangements which enable consumption data to be retained for the Relevant Period; and

(b) until such date as consumption data is retained for the Relevant Period, the reference to 24 months in the definition of Relevant Consumption Data shall be construed as a reference to the period for which consumption data is retained.

**Exception**

51.13 The requirements in paragraph 51.9 do not apply:

(a) where:

(i) either:

(A) the Smart Metering System at the relevant premises was not installed or arranged to be installed by the licensee; or

(B) the licensee replaces any apparatus forming part of the Smart Metering System pursuant to paragraph 50.9 of standard condition 50 (Smart Metering – Continuation of Arrangements on Change of Supplier); and

(ii) a connection that enables the exchange of information between the Smart Metering System and the licensee's Communications System has not at any time been established (whether directly to the licensee's Communications System or indirectly through the DCC's Communications System); or

(b) where:

(i) the Smart Metering System at the relevant premises was installed or arranged to be installed by the licensee; and

(ii) the obligations in paragraph 49.4 of standard condition 49 (Smart Metering Systems and In-Home Displays – Operational Requirements) do not apply in respect of the relevant premises by virtue of the exception at either paragraph 49.8 or paragraph 49.13 of that standard condition.

## PART B – OBLIGATIONS IN RESPECT OF RELEVANT EXPORT PREMISES

### Access to Relevant Export Data

51.14 In respect of any relevant export premises at which the Smart Metering System measures the quantity of Export, the licensee must:

(a) within a reasonable period of time after the Effective Date or the Export Date (whichever is the later), notify the Domestic Customer at the premises that the licensee can, if requested, make available Relevant Export Data such that it can be accessed by the Domestic Customer in accordance with paragraph (b) below; and

(b) as soon as is reasonably practicable after receiving any request to do so from the Domestic Customer at those premises, make available (in a readily understandable format) Relevant Export Data such that it can be accessed by the Domestic Customer.

51.15 The requirements of paragraph 51.14 are subject to paragraph 51.16.

### Exception

51.16 The requirements in paragraph 51.14 do not apply where a connection that enables the exchange of information between the Smart Metering System at the relevant export premises and the licensee's Communications System has not at any time been established (whether directly to the licensee's Communications System or indirectly through the DCC's Communications System).

## PART C1 – OBLIGATIONS IN RESPECT OF RELEVANT DESIGNATED OR MICRO BUSINESS PREMISES

51.17 In respect of each relevant designated or micro business premises, the licensee must, on request of the Customer at the premises, ensure that the Customer or that Customer's nominated agent has timely access to the half-hourly consumption data which is held by or stored in the Smart Metering System at such premises.

51.18 In the case of Smart Metering Systems at Non-Domestic Premises which are enrolled under the Smart Energy Code, the requirements of paragraph 51.17 shall only apply from the date (if any) on which the licensee becomes a DCC User (as defined in standard condition 54 (Enrolment of Smart Metering Systems)).

51.19 Paragraph 51.20 shall apply until the licensee becomes a DCC User (as defined in standard condition 54 (Enrolment of Smart Metering Systems)).

51.20 Before the licensee enters into a Non-Domestic Supply Contract, the licensee must take (and ensure that any Representative takes) all reasonable steps to:

(a) ascertain whether a Smart Metering System enrolled under the Smart Energy Code is installed at the Non-Domestic Premises; and

(b) where such a Smart Metering System is installed at the premises, communicate to the Customer in plain and intelligible language an explanation of the nature and effect of any potential variations to the services related to the functionality of such a Smart Metering System that might be to the disadvantage of the Customer and which would arise if the Customer enters into the contract.

## PART C2 – OBLIGATIONS IN RESPECT OF RELEVANT NON-DOMESTIC PREMISES

### Access to Consumption Data on Request

51.21 In respect of each relevant non-domestic premises, the licensee must where requested by:

(a) the Non-Domestic Customer at those premises;

(b) a Nominated Agent of the Non-Domestic Customer,

make available in a machine readable format Relevant Non-Domestic Consumption Data such that it can be accessed, free of charge and via the internet, by the person making the request.

**Exception**

51.22 The requirement in paragraph 51.21 does not apply where:

(a) in respect of a request made before Part C3 of this Condition applies for data provided by an Advanced Meter**,** the licensee is unable to obtain the Relevant Non-Domestic Consumption Data except at a cost which is manifestly excessive, and the licensee has taken all such steps as were reasonable to prevent this circumstance from occurring; or

(b) the licensee, having taken all reasonable steps, is unable to obtain the Relevant Non-Domestic Consumption Data due to material technical reasons.

**Licensee's Procedures**

51.23 The licensee must:

(a) establish, maintain and give effect to clear and transparent procedures and processes by which a Non-Domestic Customer or a Nominated Agent may make a request for Relevant Non-Domestic Consumption Data;

(b) as a minimum, set out in its procedures and processes:

(i) the information to be provided by the Non-Domestic Customer or the Nominated Agent (as the case may be) for the purposes of enabling the licensee to accede to the request; and

(ii) the methods, including contact details, by which the Non-Domestic Customer or the Nominated Agent (as the case may be) can contact the licensee in respect of any request made by it to the licensee; and

(c) publish its processes and procedures on and make them readily available from its Website.

51.24 The licensee must, within 10 working days of receiving a request for access to Relevant Non-Domestic Consumption Data from a Non-Domestic Customer or a Nominated Agent, respond to that request by:

(a) making available the requested Relevant Non-Domestic Consumption Data in accordance with paragraph 51.21; or

(b) informing the Non-Domestic Customer or the Nominated Agent (as the case may be) that the licensee is unable to accede to the request, together with reasons why that is the case and the further steps the Non-Domestic Customer or the Nominated Agent (as the case may be) may wish to take for the purposes of the licensee being able to accede to the request.

**Customer Updates**

51.25 The licensee must, at such intervals as are determined appropriate by the licensee for the purposes of ensuring that the Non-Domestic Customer is regularly updated of such matters, notify the Non-Domestic Customer at a relevant non-domestic premises of:

(a) their right to make, or authorise a Nominated Agent to make, a request to the licensee for access to Relevant Non-Domestic Consumption Data in accordance with paragraph 51.21;

(b) where appropriate, the benefits of being able to have access to Relevant Non-Domestic Consumption Data.

## PART C3 – OBLIGATIONS IN RESPECT OF RELEVANT DESIGNATED PREMISES

**Provision of information relating to electricity consumption**

51.26 In respect of each relevant designated premises, the licensee must provide or otherwise make available (in either case free of charge and in a user-accessible format) consumption information to the Non-Domestic Customer at the relevant designated premises.

51.27 The consumption information provided or made available pursuant to the requirement in paragraph 51.26 must:

(a) relate to and/or be based on Non-Domestic Consumption Data;

(b) be provided or made available to the Non-Domestic Customer at a level of detail and in a Form and frequency that is sufficient to enable the Non-Domestic Customer to:

(i) understand, assess, evaluate, and gain insights into the patterns and trends emerging over time in relation to how much electricity the Non-Domestic Customer consumes at the relevant designated premises; and

(ii) make informed judgments and choices as to when, and how much, electricity the Non-Domestic Customer consumes, enabling them to consider ways to be more efficient and/or flexible in how and when they consume electricity.

**Exception**

51.28 The requirement in paragraph 51.26 does not apply where the licensee, having taken all reasonable steps, is unable to obtain the Non-Domestic Consumption Data due to material technical reasons.

**Customer Updates**

51.29 The licensee must, at such intervals as are determined appropriate by the licensee for the purposes of ensuring that the Non-Domestic Customer is regularly updated of such matters, notify the Non-Domestic Customer at a relevant designated premises of:

(a) the means by which the licensee provides or makes available (pursuant to the requirement in paragraph 51.26), and the Non-Domestic Customer can access, the consumption information;

(b) where appropriate, the benefits of being able to have access to the consumption information; and

(c) where the relevant designated premises are Relevant Micro Business Premises, the steps the Non-Domestic Customer can take in order for the licensee to provide or make available consumption information which is based on the quantity of electricity supplied to the premises in each half-hour (or shorter) period.

## PART D – DEFINITIONS

### Definitions

51.30 In this Condition:

| | |
|---|---|
| **Advanced Meter** | has the meaning given to it in standard condition 39 (Smart Metering System – Roll-out, Installation and Maintenance). |
| **Applicable Date** | means the date on which the licensee grants the request made by the Non-Domestic Customer or the Nominated Agent (as the case may be) for the purposes of paragraph 51.21. |
| **Consumer Device** | means any device located at the relevant premises which:<br>(a) is capable of providing the Domestic Customer with access (whether directly or indirectly) to Relevant Consumption Data; and<br>(b) is capable of connecting through the HAN to a device forming part of the Smart Metering System at the relevant premises. |
| **DCC** | has the meaning given to it in standard condition 49 of this licence. |
| **DCC Communications System** | has the meaning given to it in standard condition 49 (Smart Metering Systems and In-Home Displays – Operational Requirements). |
| **Effective Date** | means: |

(a) in respect of any Domestic Premises which is a relevant premises on the date this Condition takes effect, the date this Condition takes effect;

(b) in respect of any Domestic Premises which is a relevant premises only from a date after the date on which this Condition takes effect, the date on which that Domestic Premises first becomes a relevant premises.

**Export** has the meaning given to it in Schedule A to standard condition 33 (Feed-in Tariffs).

**Export Date** means the date on which the Smart Metering System installed at the relevant premises first starts to measure the quantity of Export.

**Micro Business Consumer** has the meaning given to it in standard condition 7A (Supply to Micro Business Consumers).

**Micro Business Premises** means premises at which the Customer is a Micro Business Consumer.

**Nominated Agent** means any person acting within the scope of a valid Written consent of the Non-Domestic Customer at a relevant non-domestic premises to make a request to the licensee for access to Relevant Non-Domestic Consumption Data.

**Non-Domestic Consumption Data** means, in respect of any relevant designated premises, the quantity of electricity supplied to the premises:

(a) where the premises is not a Micro Business Premises, in each half-hour period (or such shorter period as the licensee may determine); or

(b) where the premises is a Micro Business Premises, in each Relevant Period of a Length,

in respect of the period:

(c) of 12 months prior to the Relevant Date;

(d) starting from the date on which the Non-Domestic Customer became the Customer at the relevant designated premises and ending on the Relevant Date;

(e) starting from the date on which the licensee became the Relevant Electricity Supplier at

the relevant designated premises and ending on the Relevant Date; or

(f) starting from the date the Smart Metering System or the Advanced Meter (as the case may be) was installed at the relevant designated premises and ending on the Relevant Date,

whichever is the shorter (the **relevant period**), save that:

(g) where the Relevant Date is a date prior to 1 October 2025 or such later date as the Secretary of State may specify in a direction issued to the licensee under this paragraph, the relevant period need not be whichever is the shorter period calculated in accordance with paragraphs (c) to (f) but may be a period of up to 12 months calculated by reference to the period for which the data referred to in paragraphs (a) or (b) (as the case may be) could reasonably be considered to be available to the licensee.

**Relevant Consumption Data**

means, in respect of any relevant premises, detailed data as to the quantity of electricity supplied to the premises in each day, week, month, and year for the period:

(a) of 24 months prior to the date on which the Domestic Customer at the premises accesses the data;

(b) starting from the date on which the Domestic Customer became the Customer at the premises and ending on the date on which the Domestic Customer accesses the data;

(c) starting from the date on which the licensee became the Relevant Electricity Supplier at the relevant premises and ending on the date on which the Domestic Customer accesses the data; or

(d) starting from the date the Smart Metering System was installed at the relevant premises and ending on the date

on which the Domestic Customer accesses the data,

whichever is the shorter period on the date on which the Domestic Customer accesses the data.

**Relevant Date**

means:

(a) where the licensee provides consumption information to the Non-Domestic Customer, the date on which the licensee provides that information; or

(b) where the licensee makes available consumption information for the Non-Domestic Customer, the date on which the Non-Domestic Customer accesses that information.

**Relevant Export Data**

means, in respect of any relevant premises at which the Smart Metering System measures Export, detailed data as to the quantity of Export in each day, week, and month for the period:

(a) for which that data is held by, or stored in the Smart Metering System on the date on which the Domestic Customer accesses the data
(b) starting from the date on which the Domestic Customer became the Customer at the premises and ending on the date on which the Domestic Customer accesses the data;
(c) starting from the date on which the licensee became the export supplier and ending on the date on which the Domestic Customer accesses the data; or
(d) starting from the date the Smart Metering System was installed at the relevant export premises and ending on the date on which the Domestic Customer accesses the data,

whichever is the shorter period on the date on which the Domestic Customer accesses the data.

**Relevant Micro Business Premises**

means Micro Business Premises in respect of which the licensee does not obtain electricity consumption data under paragraph 47.31A of standard condition 47 which relates to any one or more periods of a length which is half-hour or less.

**Relevant Non-Domestic Consumption Data**

means, in respect of any relevant non-domestic premises, detailed data as to the quantity of electricity supplied to the premises:

(a) where the premises is not a Micro Business Premises, in each half-hour period (or such shorter period as the licensee may determine); or

(b) where the premises is a Micro Business Premises, in each Relevant Period of a Length,

for the period:

(c) of 12 months prior to the Applicable Date;

(d) starting from the date on which the Non-Domestic Customer became the Customer at the relevant non-domestic premises and ending on the Applicable Date;

(e) starting from the date on which the licensee became the Relevant Electricity Supplier at the relevant non-domestic premises and ending on the Applicable Date;

(f) starting from the date the Smart Metering System or the Advanced Meter (as the case may be) was installed at the relevant non-domestic premises and ending on the Applicable Date, or

(g) where the request is from a Nominated Agent that has previously made a request to the licensee for the data relating to the Non-Domestic Customer at the relevant non-domestic premises, starting from the date that the Nominated Agent last requested access to such data and ending on the Applicable Date,

whichever is the shorter.

**Relevant Period**

means the period of 24 months prior to the date on which the Domestic Customer at the premises accesses consumption data.

**Relevant Period of a Length**

in respect of any Micro Business Premises, means:

(a) where the licensee is not able to obtain and use electricity consumption data for a period of length which is half-hour (or shorter) in compliance with paragraphs 47.31A or 47.31C of standard condition 47 and with data protection legislation;

(i) a period which is not more than a month; or

(ii) the period of a length for which the licensee is able to obtain and use electricity consumption data in respect of the premises in compliance with paragraphs 47.31A or 47.31C of standard condition 47 and with data protection legislation,

whichever is the shorter;

(b) where the licensee is able to obtain and use electricity consumption data for a period of length which is half-hour (or shorter) in compliance with paragraphs 47.31A or 47.31C of standard condition 47 and with data protection legislation, a half-hour period (or such shorter period as the licensee may determine).

# Condition 52: Smart Metering Systems – Requirements for Specified Optional Equipment Requirements on Installation

## PPMID

52.1 This Condition applies only in respect of Prepayment Meter Interface Devices which form part of a SMETS2+ Smart Metering System.

52.2 Where the licensee is the Relevant Electricity Supplier at any Domestic Premises or Designated Premises at which there is installed a Prepayment Meter Interface Device, it must take all reasonable steps to ensure that the Prepayment Meter Interface Device installed at the premises is maintained so that at all times, where it is connected through the HAN to a device forming part of the SMETS2+ Smart Metering System at the premises, it satisfies the requirements of a Version of the PPMID Technical Specification which is:

(a) within its Maintenance Validity Period;

(b) the same Version in respect of all devices comprised within that Prepayment Meter Interface Device;

(c) Compatible with the Version of the ESME Technical Specification in accordance with which that SMETS2+ Smart Metering System is maintained by the licensee; and

(d) where the SMETS2+ Smart Metering System at the premises includes a Communications Hub, Compatible with the Version of the CH Technical Specification in accordance with which that Communications Hub is maintained by the DCC.

52.3 The requirement in paragraph 52.2 is subject to paragraph 52.4.

52.4 Where on any given date a Prepayment Meter Interface Device is maintained by the licensee such that it satisfies the requirements of a particular Version of the PPMID Technical Specification with a Principal Version number that is greater than 1, the licensee must take all reasonable steps to ensure that the Prepayment Meter Interface Device is not subsequently maintained by the licensee so as to satisfy the requirements of an earlier Version (as indicated by a lower Principal Version number and/or a lower Sub-Version number) of the PPMID Technical Specification notwithstanding that any such earlier Version may otherwise meet the requirements of paragraph 52.2.

## HCALCS

52.5 Where the licensee is the Relevant Electricity Supplier at any Domestic Premises or Designated Premises at which there is installed a HAN Connected Auxiliary Load Control Switch, it must take all reasonable steps to ensure that the HAN Connected Auxiliary Load Control Switch installed at the premises is maintained so that at all times, where it is connected through the HAN to a device forming part of the SMETS2+

Smart Metering System at the premises, it satisfies the requirements of a Version of the HCALCS Technical Specification which is:

(a) a Version with a Principal Version number that is greater than 1;
(b) within its Maintenance Validity Period;

(c) the same Version in respect of all devices comprised within that HAN Connected Auxiliary Load Control Switch;

(d) Compatible with the Version of the SME Technical Specification which includes the Metering Equipment Section in accordance with which that SMETS2+ Smart Metering System is maintained by the licensee;

(e) where the SMETS2+ Smart Metering System at the premises includes a Communications Hub, Compatible with the Version of the CH Technical Specification in accordance with which that Communications Hub is maintained by the DCC.

52.6 The requirement in paragraph 52.5 is subject to paragraph 52.7.

52.7 Where on any given date a HAN Connected Auxiliary Load Control Switch is maintained by the licensee such that it satisfies the requirements of a particular Version of the HCALCS Technical Specification , the licensee must take all reasonable steps to ensure that the HAN Connected Auxiliary Load Control Switch is not subsequently maintained by the licensee so as to satisfy the requirements of an earlier Version (as indicated by a lower Principal Version number and/or a lower Sub-Version number) of the HCALCS Technical Specification notwithstanding that any such earlier Version may otherwise meet the requirements of paragraph 52.5.

**SAPC**

52.8 Where the licensee is the Relevant Electricity Supplier at any Domestic Premises or Designated Premises at which there is installed a Standalone Auxiliary Proportional Controller, it must take all reasonable steps to ensure that the Standalone Auxiliary Proportional Controller installed at the premises is maintained so that at all times, where it is connected through the HAN to a device forming part of the SMETS2+ Smart Metering System at the premises, it satisfies the requirements of a Version of the SAPC Technical Specification which is:

(a) within its Maintenance Validity Period;

(b) the same Version in respect of all devices comprised within that Standalone Auxiliary Proportional Controller;

(c) Compatible with the Version of the ESME Technical Specification in accordance with which that SMETS2+ Smart Metering System is maintained by the licensee; and

(d) where the SMETS2+ Smart Metering System at the premises includes a Communications Hub, Compatible with the Version of

the CH Technical Specification in accordance with which that Communications Hub is maintained by the DCC.

52.9 The requirement in paragraph 52.8 is subject to paragraph 52.10.

52.10 Where on any given date a Standalone Auxiliary Proportional Controller is maintained by the licensee such that it satisfies the requirements of a particular Version of the SAPC Technical Specification, the licensee must take all reasonable steps to ensure that the Standalone Auxiliary Proportional Controller is not subsequently maintained by the licensee so as to satisfy the requirements of an earlier Version (as indicated by a lower Principal Version number and/or a lower Sub-Version number) of the SAPC Technical Specification notwithstanding that any such earlier Version may otherwise meet the requirements of paragraph 52.8.

**Additional Electricity Smart Meters**

52.11 Where the licensee is the Relevant Electricity Supplier at any Domestic Premises or Designated Premises at which there is installed an Additional Electricity Smart Meter, it must take all reasonable steps to ensure that the Additional Electricity Smart Meter installed at the premises is maintained so that at all times, where it is connected through the HAN to a device forming part of the SMETS2+ Smart Metering System at the premises, it satisfies the requirements of a Version of the ESME Technical Specification which is:

(a) within its Maintenance Validity Period;

(b) the same Version in respect of all devices comprised within that Additional Electricity Smart Meter;

(c) Compatible with the Version of the ESME Technical Specification in accordance with which that SMETS2+ Smart Metering System is maintained by the licensee; and

(d) where the SMETS2+ Smart Metering System at the premises includes a Communications Hub, Compatible with the Version of the CH Technical Specification in accordance with which that Communications Hub is maintained by the DCC.

52.12 The requirement in paragraph 52.11 is subject to paragraph 52.13.

52.13 Where on any given date an Additional Electricity Smart Meter is maintained by the licensee such that it satisfies the requirements of a particular Version of the ESME Technical Specification, the licensee must take all reasonable steps to ensure that the Additional Electricity Smart Meter is not subsequently maintained by the licensee so as to satisfy the requirements of an earlier Version (as indicated by a lower Principal Version number and/or a lower Sub-Version number) of the ESME Technical Specification notwithstanding that any such earlier Version may otherwise meet the requirements of paragraph 52.11.

**SAPC and Additional Electricity Smart Meters – Further Provisions**

52.14 Paragraph 52.15 applies where the licensee is the Relevant Electricity Supplier at any Domestic Premises or Designated Premises at which there is installed:

(a) an Additional Electricity Smart Meter;

(b) a Standalone Auxiliary Proportional Controller; or

(c) both,

which is (or are) connected through the HAN to a device forming part of the SMETS2+ Smart Metering System at the premises.

52.15 Where this paragraph applies, the licensee must take all reasonable steps to ensure that:

(a) each device at the premises of the type referred to in paragraphs 52.14(a) to (c) is:

(i) Commissioned; and

(ii) identified in the Smart Metering Inventory as associated with the Import MPAN and/or the Export MPAN that relates to the Metering Point of the Base Electricity Meter; and

(b) any Device Security Credentials that are stored on that device and that pertain to the role of 'supplier' are those of the licensee.

52.16 For the purposes of paragraph 52.15, each of the terms '**Commissioned**', '**Device Security Credentials**', **'Export MPAN'**, **Import MPAN'**, **'Metering Point'** and '**Smart Metering Inventory**' shall have the meaning given to it in the Smart Energy Code

52.17 In this condition:

**Base Electricity Meter** means, in respect of a premises at which there is installed an Additional Electricity Smart Meter and/or a Standalone Auxiliary Proportional Controller, the Electricity Meter that:

(a) is used for the purposes of determining (whether in whole or in part) the quantity of electricity supplied to the premises and/or exported from the premises; and

(b) also measures (as a minimum) the quantity of electricity that is consumed by and/or exported through the installed Additional Electricity Smart Meter and/or the Standalone Auxiliary Proportional Controller.

# Condition 53: Not Used

## Condition 54. Enrolment of Smart Metering Systems

Application

54.1 This condition applies where the licensee is a DCC User.

**Part A: SMETS1 SMART METERING SYSTEMS**

**General Duty – SMETS1 Smart Metering Systems**

54.2 Paragraph 54.3 applies in respect of each Domestic Premises and Designated Premises at which:

(a) the licensee is the Relevant Electricity Supplier;

(b) there is a SMETS1 Smart Metering System that is not Enrolled; and

(c) the SMETS1 Smart Metering System is not Eligible for Enrolment,

(the **relevant SMETS1 premises**).

54.3 Where this paragraph applies the licensee shall take all reasonable steps to facilitate the SMETS1 Smart Metering System at the relevant SMETS1 premises becoming Eligible for Enrolment as soon as is reasonably practicable.

**Enrolment Duty - SMETS1 Smart Metering Systems Eligible for Enrolment**

54.4 Paragraph 54.5 applies in respect of each Domestic Premises and Designated Premises at which:

(a) the licensee is the Relevant Electricity Supplier;

(b) there is a SMETS1 Smart Metering System that is not Enrolled; and

(c) the SMETS1 Smart Metering System is Eligible for Enrolment,

(the **SMETS1 premises**).

54.5 Where this paragraph applies the licensee must take all reasonable steps to ensure that within 12 months (or such longer period as the Secretary of State may direct) of the Eligibility Date or the date the licensee became the Relevant Electricity Supplier for the SMETS1 premises (whichever is the later), the Electricity Meter and Communications Hub Function that form part of the SMETS1 Smart Metering System at the SMETS1 premises are Commissioned and the SMETS1 Smart Metering System Enrolled.

**Duty relating to SMETS1 Smart Metering Systems that are not Enrolled**

54.6 Paragraph 54.7 applies in respect of each Domestic Premises and Designated Premises at which:

(a) the licensee is the Relevant Electricity Supplier; and

(b) there is a SMETS1 Smart Metering System that is not Enrolled,

(the **non-enrolled SMETS1 premises**).

54.7 Where this paragraph applies the licensee must take all reasonable steps to ensure that a SMETS2+ Smart Metering System is installed on or before 31 December 2021 (or such later date as the Secretary of State may specify in a direction issued to the licensee under this paragraph) at the non-enrolled SMETS1 premises.

**PART B: SMETS2+ SMART METERING SYSTEMS**

**Enrolment Duty – SMETS2+ Smart Metering Systems**

54.8 Paragraph 54.9 applies in respect of each Domestic Premises and Designated Premises at which:

(a) the licensee is the Relevant Electricity Supplier; and

(b) there is a SMETS2+ Smart Metering System,

(the **SMETS2+ premises**).

54.9 Where this paragraph applies the licensee must take all reasonable steps to ensure that the Electricity Meter and Communications Hub Function that form part of the SMETS2+ Smart Metering System at the SMETS2+ premises are Commissioned and the SMETS2+ Smart Metering System Enrolled.

**PART C: ENROLLED SMART METERING SYSTEMS**

54.10 Paragraph 54.11 applies in respect of each Domestic Premises and Designated Premises at which:

(a) the licensee is the Relevant Electricity Supplier;

(b) there is a Smart Metering System; and

(c) the Smart Metering System is Enrolled,

(the **smart metering premises**).

54.11 Where this paragraph applies the licensee must take all reasonable steps to ensure that at all times at which it is the Relevant Electricity Supplier at the smart metering premises any Electricity Meter and Communications Hub Function forming part of a Smart Metering System at the smart metering premises are Commissioned.

**Part D: Definitions**

54.12 In this Condition:

| | |
|---|---|
| **Commissioned** | has the meaning given to it from time to time in the Smart Energy Code. |
| **Communications Hub Function** | has the meaning given to it from time to time in the Smart Energy Code. |
| **DCC User** | means a User in the User Role of Import Supplier (where 'User', 'User Role' and 'Import Supplier' all have the meanings given to them from time to time in the Smart Energy Code). |
| **Eligibility Date** | means, in respect of a SMETS1 Smart Metering System at a SMETS1 premises, the date on which that SMETS1 Smart Metering System is first Eligible for Enrolment. |
| **Eligible for Enrolment** | means, in respect of any SMETS1 Smart Metering System, eligible to be Enrolled in accordance with the relevant provisions of the Smart Energy Code. |

# Condition 55. Smart Metering – The Alt HAN Arrangements

## Introduction

55.1 This condition provides for specified holders of electricity and gas supply licences (acting collectively) to ensure the availability of services to facilitate the installation and operation of equipment that will enable the extension of the HAN at relevant premises such that it:

(a) extends into a relevant part of the premises; and

(b) enables communications to be made between the parts of one or more SMETS2+ Smart Metering Systems at those premises,

where one or both of those things cannot otherwise be achieved, after taking reasonable steps to do so, by means of equipment provided by the DCC in accordance with the Smart Energy Code.

## Principal Obligations

55.2 Where the licensee is a Relevant Supplier it must, in conjunction and co-operation with all other Relevant Suppliers, ensure that:

(a) the Alt HAN Activities are carried out; and

(b) the Alt HAN Services are made available to all Relevant Suppliers and are provided on reasonable terms to any Relevant Supplier which has elected to acquire them.

55.3 For the purposes of paragraph 55.2(a), the Alt HAN Activities may be carried out by means of one of the following (or a combination of both of them):

(a) those activities being undertaken by or on behalf of all Relevant Suppliers; and/or

(b) the acquisition, by or on behalf of all Relevant Suppliers, of services which comprise or form a part of those activities.

55.4 For the purposes of paragraph 55.2(b), the Alt HAN Services may be made available and provided to a Relevant Supplier by means of one of the following (or a combination of them):

(a) the acquisition of the capability to provide those services, and their provision to that Relevant Supplier, by or on behalf of all Relevant Suppliers;

(b) the procurement, by or on behalf of all Relevant Suppliers, of the availability of those services from a third party, and their subsequent provision by that third party to the Relevant Supplier; and/or

(c) the entering into, by or on behalf of all Relevant Suppliers, of such arrangements for the financing of the costs of the services as are reasonably required for the purposes of ensuring the availability and provision of those services.

55.5 Where the licensee is a Relevant Supplier it must:

(a) take all reasonable steps to ensure that the Alt HAN Activities are carried out and the Alt HAN Services provided:

(i) by means of its participation in the arrangements set out at Section Z of the Smart Energy Code; and

(ii) in a manner that is both economic and efficient; and

(b) ensure that the costs of the Alt HAN Activities and Alt HAN Services (by whatever means they are carried out, made available and provided) are recovered by means of the provisions for their recovery set out at Section Z of the Smart Energy Code.

**Alt HAN Activities**

55.6 For the purposes of this condition, the **Alt HAN Activities** means activities which:

(a) are designed to determine which premises or groups of premises may benefit from the installation of Alt HAN Equipment;

(b) involve the establishment and maintenance of a database of such premises;

(c) are designed to establish which types of Alt HAN Equipment are likely to be the most cost-effective;

(d) comprise the development, design, design assurance, prototype production, testing and configuration of Shared Solution Alt HAN Equipment;

(e) comprise:

(i) the development, design and design assurance of Point-to-Point Alt HAN Equipment; and

(ii) to the extent to which it is economic and efficient to do so, the prototype production, testing and configuration of Point-to-Point Alt HAN Equipment;

(f) may, for the purposes of paragraphs (a) to (e), involve the undertaking of pilot projects in relation to Alt HAN Equipment at premises;

(g) involve the establishment and maintenance of a database which includes data in respect of:

(i) Alt HAN Equipment which has been installed at premises in accordance with the arrangements set out at Section Z of the Smart Energy Code, and of the MPANs and MPRNs associated with SMETS2+ Smart Metering Systems (whether already installed or to be installed) which are capable of using such equipment;

(ii) all other Alt HAN Equipment which has been installed at premises, and of the MPANs and MPRNs associated with

SMETS2+ Smart Metering Systems (whether already installed or to be installed) which are capable of using such equipment; and

(iii) where Alt HAN Equipment of the type referred to in sub-paragraph (ii) has been installed at premises, whether, at any given time, an Energy Supplier has elected to use that equipment;

(h) include such arrangements for the financing of the costs of any of the activities referred to in paragraphs (a) to (g) as are reasonably required for the purposes of ensuring the undertaking of, or acquiring of services which comprise or form part of, those activities; and

(i) include the obtaining of such legal, managerial, technical, financial, risk management or other professional services as are reasonably required for the purpose of:

(i) undertaking, or acquiring services which comprise, any of the activities referred to in paragraphs (a) to (h); and

(ii) making available and providing the Alt HAN Services (including in particular the obtaining of services for the purpose of putting in place financing arrangements of the type referred to in paragraph 55.4(c)).

**The Alt HAN Services**

55.7 For the purposes of this condition, the **Alt HAN Services** means:

(a) the manufacture, provision, installation, operation, maintenance, modification and decommissioning of Shared Solution Alt HAN Equipment;

(b) to the extent to which it is economic and efficient to do so, the manufacture, provision, installation, operation, maintenance, modification and decommissioning of Point-to-Point Alt HAN Equipment;

(c) the provision of information and support in relation to each of the services referred to in paragraphs (a) to (b).

**The Alt HAN Equipment**

55.8 For the purposes of this condition, the **Alt HAN Equipment** means such equipment and apparatus as would be required by a Relevant Supplier in order to ensure that, in relation to any SMETS2+ Smart Metering System at a Relevant Premises, the HAN:

(a) extends into at least one part of that Relevant Premises as described in standard condition 49.4(c)(i) (Smart Metering System – Operational Requirement); and

(b) permits communications to be made between the parts of one or more SMETS2+ Smart Metering Systems at that Relevant Premises,

where the Relevant Supplier would otherwise be unable, having taken all reasonable steps, to achieve either or both of those things by means of the equipment provided by the DCC in accordance with the Smart Energy Code.

**Relevant Premises**

55.9 For the purposes of this condition, **Relevant Premises** means, in respect of a Relevant Supplier, any premises:

(a) at which it is the Relevant Electricity Supplier or Relevant Gas Supplier (as the case may be);

(b) at which there is, or is to be, installed a SMETS2+ Smart Metering System; and

(c) which is not Exempt Premises.

**Exempt Premises**

55.10 For the purposes of this condition, **Exempt Premises** means such premises (if any) as may be specified in, or fall within a description of premises specified in, the Exempt Premises List.

55.11 Where the licensee is a Relevant Supplier:

(a) it may, in conjunction and co-operation with all other Relevant Suppliers, establish the Exempt Premises List in accordance with this condition; and

(b) where the Exempt Premises List is established, it must, in conjunction and co-operation with all other Relevant Suppliers, maintain that Exempt Premises List in accordance with this condition.

**Exempt Premises List**

55.12 For the purposes of this condition, the **Exempt Premises List** means a list which specifies premises or descriptions of premises in respect of which, for one of the reasons specified in paragraph 55.13, the HAN need not either:

(a) extend into at least one part of the premises as described in standard condition 49.4(c)(i) (Smart Metering System – Operational Requirement); or

(b) permit communications to be made between the parts of a SMETS2+ Smart Metering System, or between part of a SMESTS2+ Smart Metering System and another SMETS2+ Smart Metering System at the premises.

55.13 The reasons specified in this paragraph are that the HAN need not have the specified capabilities because:

(a) it would be technically impracticable for it to do so; or

(b) though technically practicable, it could only be achieved at disproportionate cost,

in either case in consequence of the physical or other characteristics of, or any other relevant consideration with respect to, the specified premises.

55.14 Where the licensee is a Relevant Supplier, and where it, in conjunction and co-operation with all other Relevant Suppliers, chooses at any time to establish the Exempt Premises List, it must for that purpose:

(a) provide a draft of the Exempt Premises List to the Secretary of State;

(b) together with that draft, provide to the Secretary of State information as to:

(i) the different service levels capable of being achieved by Alt HAN Equipment of different types or qualities;

(ii) the respective costs of manufacturing, providing, installing, operating, maintaining, modifying and decommissioning such different types or qualities of Alt HAN Equipment;

(c) provide to the Secretary of State all such further information related to the Alt HAN Activities or Alt HAN Services as she may request;

(d) make such changes to the draft Exempt Premises List as the Secretary of State may (following consultation with such persons as she considers appropriate) direct; and

(e) obtain the approval of the Secretary of State to the Exempt Premises List.

55.15 The Exempt Premises List shall be treated as established for the purposes of this condition only when it has been approved by the Secretary of State.

55.15A The provisions of paragraphs 55.16 to 55.19 shall apply only where the Exempt Premises List has been established in accordance with this condition.

55.16 Where the licensee is a Relevant Supplier, it must, in conjunction and co-operation with all other Relevant Suppliers, by means of participation in the arrangements set out at Section Z of the Smart Energy Code:

(a) review the Exempt Premises List at least once in each year following the Secretary of State's approval; and

(b) propose to the Secretary of State such revisions of the Exempt Premises List (if any) as may be necessary or appropriate in the light of the review.

55.17 The Secretary of State may, whether after receiving proposed revisions from the Relevant Suppliers or at any other time, and following consultation with all Relevant Suppliers and such other persons as she considers appropriate, revise the Exempt Premises List in such manner, with effect from such time, and to such extent as she may specify.

55.18 The Secretary of State may, by means of a direction in accordance with this paragraph issued to the Authority and all Relevant Suppliers, provide that:

(a) any duty of the licensee under paragraph 55.14 or 55.16 expressed to be by reference to the Secretary of State and identified in the direction; or

(b) any function of the Secretary of State under paragraph 55.14, 55.16 or 55.17 identified in the direction,

shall, from such date as she may specify, be treated as a duty expressed by reference to, or a function exercisable by, the Authority in substitution for the Secretary of State.

55.19 The licensee must provide a copy of the Exempt Premises List to any person who requests it.

55.20 For the purposes of the approval of the Exempt Premises List or any subsequent revision of it by the Secretary of State or Authority in accordance with this condition, any question arising under paragraph 55.13 as to whether the HAN could have the specified capabilities only at disproportionate cost shall be determined by the Secretary of State or Authority (as the case may be) in such manner and by reference to such factors as she or it considers appropriate.

**Definitions**

55.21 In this condition:

| | |
|---|---|
| **Alt HAN Activities** | has the meaning given to it in paragraph 55.6 |
| **Alt HAN Equipment** | has the meaning given to it in paragraph 55.8. |
| **Alt HAN Services** | has the meaning given to it in paragraph 55.7. |
| **Energy Supplier** | means a person Authorised by an Electricity Supply Licence to supply electricity or a Gas Supply Licence to supply gas. |
| **Exempt Premises** | has the meaning given to it in paragraph 55.10. |
| **Exempt Premises List** | has the meaning given to it in paragraph 55.12. |
| **Point-to-Point Alt HAN Equipment** | means equipment which fulfils the function of Alt HAN Equipment in respect of only one Relevant Premises. |
| **Relevant Premises** | has the meaning given to it in paragraph 55.9. |
| **Relevant Supplier** | means an Energy Supplier which is required in accordance with:<br>(a) standard condition 39 of an Electricity Supply Licence or standard condition 33 of a Gas Supply Licence; or<br>(b) standard condition 39A of an Electricity Supply Licence or standard condition 33A of a Gas Supply Licence,<br>to install a Smart Metering System or a Qualifying Metering System at any premises.<br>. |

| | |
|---|---|
| **Shared Solution Alt HAN Equipment** | means equipment which fulfils the function of Alt HAN Equipment in respect of more than one Relevant Premises." |

# Condition 56: Database to facilitate customer engagement

## Requirement to supply the Relevant Customer Data

1. Subject to paragraph 5 below, the licensee must first supply the Relevant Customer Data to the Authority (in such a manner and containing such additional information as the Authority may direct) by 1 October 2017 or at such later date as may be specified in a direction issued by the Authority.

2. Following compliance with paragraph 1, and subject to paragraph 6, the licensee must supply the Relevant Customer Data to the Authority (in such a manner and containing such additional information as the Authority may direct following consultation with Retail Energy Suppliers, where appropriate) on a monthly basis, except where there are good operational reasons for supplying the Relevant Customer Data with greater frequency than monthly, in which case such alternative frequency may be specified in a direction issued by the Authority.

3. The licensee will take all reasonable steps to ensure that at the time of complying with paragraphs 1 and 2 the Relevant Customer Data are accurate and up to date.

4. The licensee must not supply information that is not Relevant Customer Data to the Authority in its response to the Authority's direction issued pursuant to paragraph 1.

## Requirement to send the First Contact Communication

5. Subject to paragraph 7, the licensee must send the First Contact Communication to each Disengaged Customer (in such a manner as the Authority may specify by publishing a notice in Writing or otherwise direct) by 31 July 2017 or at such later date as may be specified in a direction issued by the Authority.

6. Subject to paragraph 7, the licensee must send a First Contact Communication to any additional Domestic Customer or Micro Business Consumer who has become a Disengaged Customer since the licensee first complied with paragraph 1 (in such a manner as the Authority may specify by publishing a notice in Writing or otherwise direct) at least one calendar month prior to complying with paragraph 2, or within such other timeframe specified in a direction issued by the Authority.

7. The First Contact Communication must only have such contents, format and structure as may be specified from time to time by the Authority (by publishing a notice in Writing or issuing a direction to a particular licensee), subject to having the following minimum contents:

    (a) a clear explanation of the legal requirement established by the CMA Order requiring the licensee to supply the information falling within the definition of the Relevant Customer Data to the Authority;

(b) a clear explanation of how the Relevant Customer Data will be stored and updated on the Secure Database;

(c) a clear summary of the safeguards in place to protect Disengaged Customers' interests concerning the Relevant Customer Data, which should include details of (i) who will be allowed access to the Secure Database; (ii) the limited use to which licensed energy suppliers and/or the Authority would be able to put the Relevant Customer Data concerning direct marketing by postal correspondence or by any other means specified by the Authority subject to compliance with data protection legislation, including the total number and frequency of such correspondence; (iii) the amount of time the licensed energy suppliers and/or the Authority may retain the Relevant Customer Data; and (iv) the consequences of misuse or mis-selling as a consequence of having access to the Secure Database;

(d) clear details of the mechanism for the Disengaged Customer to object at any point in time to their Domestic Customer Data or Micro Business Consumer Data, as applicable, being stored on the Secure Database (including by post, email or telephone); or clear details of the opt-in mechanism for any Disengaged Customer falling within a group of Disengaged Customers that has been specified by the Authority, including customers for whom it would be necessary for the Retail Energy Supplier to supply any Sensitive Personal Data.

8. Except for sending the First Contact Communication in accordance with the Authority's direction, the licensee must not initiate any communication (whether in Writing or orally) with a Disengaged Customer supplied by the licensee about the Secure Database, including the process for opting out (or, if applicable, for opting in).

**Access to the Secure Database**

9. The licensee must comply with the terms of access and use specified by the Authority in order to access or maintain access to the Secure Database.

**Reporting obligation**

10. The licensee must keep a record of any oral and written opt-out and opt-in requests received from the Disengaged Customers.

11. The licensee must give the Authority any Information that it reasonably requests about the licensee's compliance with paragraphs 1 to 8 as soon as reasonably practicable after receiving a request from the Authority.

12. The licensee must give the Authority any Information that it reasonably requests to assess the impact and effectiveness of the Secure Database as soon as reasonably practicable after receiving a request from the Authority.

**Definitions for condition**

| | |
|---|---|
| **Annual Consumption Breakdown** | means a breakdown of the Annual Consumption Details by each Consumption Window for which data is recorded. |
| **CMA** | means the Competition and Markets Authority. |
| **CMA Order** | means the Energy Market Investigation (Database) Order 2016. |
| **Consumption Window** | means each separate period within a total period of 24 hours in which electricity consumption was recorded and charged at a distinct Unit Rate. |
| **Default Tariffs** | means: |

(a) in the case of a Domestic Customer, any type or part of a Domestic Supply Contract (including an Evergreen Supply Contract) or Deemed Contract in circumstances where no part of the Tariff which currently applies to a Domestic Customer is for a fixed term period, or where a Domestic Customer has automatically become subject to one or more Domestic Supply Contracts or Deemed Contracts in the event that they do not make a choice; and

(b) in the case of a Micro Business Consumer, any type or part of a Non-Domestic Supply Contract or Deemed Contract in circumstances where:

(i) none of the terms and conditions (including Charges for the Supply of Electricity) which currently apply to a Micro Business Consumer are for a fixed term period, including in any circumstances where a Micro Business Consumer automatically becomes subject to such a Non-domestic Supply Contract or Deemed Contract in the event that they do not make a choice; or

(ii) one or more of the terms and conditions (including Charges for the Supply of Electricity) which currently apply to a Micro Business Consumer for a

| | |
|---|---|
| | fixed term period and automatically came in to effect following the expiry or extension of the first fixed term period which applied to that Micro Business Consumer. |
| **Disengaged Customer** | means for each licensee, each Domestic Customer and each Micro Business Consumer (on any meter type) who has been supplied at the same electricity or gas supply point (as applicable) by that licensee on one or more Default Tariffs for three years or more as at the time of complying with paragraphs 5 and 6 (as applicable). |
| **Domestic Customer Data** | means a Domestic Customer's (a) full name; billing address; consumption address; current Retail Energy Supplier; Tariff Name (including identification of all Standing Charges (where charged), Unit Rates and method of payment); Annual Consumption Details; MPAN; and Standard Settlement Configuration code; (b) where relevant, also includes (i) the consumption volumes to which different Unit Rates applied, (ii) the Annual Consumption Breakdown; (iii) the length of time and the hours within which consumption was recorded for each Consumption Window; and (iv) the Standing Charges and Unit Rates that apply to each Consumption Window; and (c) any additional items of information specified by the Authority that are necessary for the purposes contemplated by the CMA Order. |
| **DPA** | means the Data Protection Act 1998. |
| **First Contact Communication** | means a communication, and any accompanying envelope or separate summary or explanatory information provided with such communication, that complies with paragraph 7. |
| **GDPR** | means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data). |
| **Micro Business Consumer Data** | means (a) a Micro Business Consumer's business name; billing (or registered) address; consumption address; current Retail Energy Supplier; Tariff Name (including identification of all Standing Charges (where charged), Unit Rates and method of payment); Annual Consumption Details; MPAN; and Standard Settlement Configuration code; (b) where relevant, also includes (i) the consumption volumes to which different Unit Rates applied, (ii) the Annual Consumption Breakdown; (iii) the length of time |

| | |
|---|---|
| | and the hours within which consumption was recorded for each Consumption Window; and (iv) the Standing Charges and Unit Rates that apply to each Consumption Window; and (c) any additional items of information specified by the Authority that are necessary for the purposes contemplated by the CMA Order. |
| **MPAN** | means the Meter Point Administration Number, as the reference number used to uniquely identify electricity supply points in Great Britain. |
| **Opted-in** | means any Disengaged Customer (for whom it would be necessary for the supplier to supply any Sensitive Personal Data) that, following receipt of the First Contact Communication, has actively and voluntarily signalled, as at the date of their existing supplier complying with paragraphs 1 and 2 (as applicable), orally or in writing, to their existing supplier that they consent to their Domestic Customer Data being supplied to the Authority in the manner contemplated in this licence condition. |
| **Opted-out** | means any Disengaged Customer that, following receipt of a First Contact Communication, has actively and voluntarily signalled, as at the date of their existing supplier complying with paragraphs 1 and 2 (as applicable), orally or in writing, to their existing supplier that they object to their Domestic Customer Data or Micro Business Consumer Data, as applicable, being supplied to the Authority in the manner contemplated in this licence condition. |
| **Relevant Customer Data** | means the Domestic Customer Data and the Micro Business Consumer Data concerning each Disengaged Customer who has not Opted-out or who has Opted-in (as applicable) as at the time of complying with paragraphs 1 or 2 (as applicable). |
| **Secure Database** | means a secure database that is controlled and maintained by the Authority for the purposes of storing the Relevant Customer Data supplied pursuant to paragraphs 1 and 2. |
| **Sensitive Personal Data** | has the meaning given to it in section 2 of the DPA and/or Article 9 of the GDPR. |
| **Standard Settlement Configuration** | means a standard metering system configuration recognised by the supplier volume allocation agent system, as defined in Annex X-2 of the Balancing and Settlement Code. |

| | |
|---|---|
| **Tariff Name** | has the meaning given to it in the Electricity Supply Licence or the Gas Supply Licence (as applicable). |

# Condition 57: Smart Export Guarantee

## Application of Schedule A

57.1. Where the licensee is a SEG Licensee, it shall comply with the provisions of Schedule A with effect on and after 1st January 2020.

57.2. The licensee shall comply with Clause 8 of Schedule A (information required from all licensees) with effect on and after 1st January 2020.

## SEG Payments by the Licensee to SEG Generators

57.3. A SEG Licensee, whether Mandatory or Voluntary, shall make SEG Payments to SEG Generators in accordance with the provisions of Schedule A.

## Compliance and Sanctions

57.4. The provisions of this Standard Condition 57 and Schedule A to Standard Condition 57 of this licence are "relevant conditions" for the purposes of section 25(8) of the Act and a non-complying licensee shall be subject to the enforcement powers of the Gas and Electricity Markets Authority under the Act.

## Condition 58: Implementation of Smart Export Guarantee

58.1. The licensee shall take such steps and do such things as are within its power in relation to any consequential amendments to the Codes as are or may be necessary or appropriate to give full and timely effect to the modifications to this Licence made by the Secretary of State pursuant to section 41(1) of the Energy Act 2008.

58.2. The licensee shall cooperate with all other Electricity Suppliers, and such other persons as the Authority may determine, to contribute to the full and timely implementation of the smart export guarantee.

58.3. If the licensee becomes aware of any conflict between its compliance with the provisions of Standard Condition 57 and Schedule A and its compliance with any other condition of this licence or any Code, document or agreement to which the licensee is obliged to be or become a party pursuant to this licence, the licensee shall forthwith give written notice of such conflict to the Authority and shall comply with any direction of the Authority in relation to the same, which direction may only be made following consultation with the licensee and such persons as the Authority deems appropriate.

# Condition 59: Directions relating to schemes to provide payments to alternative fuel users

## Direction providing for data protection requirements in relation to anticipated schemes to provide payments to alternative fuel users

59.1 The licensee must comply with any direction given by the Secretary of State under sections 7(3)(a) and 107 of the Electricity Act 1989 which provides for data protection requirements in relation to preparations for an anticipated alternative fuel payment scheme (or schemes).

59.2 For the purposes of this condition an 'anticipated alternative fuel payment scheme' means a scheme which the Secretary of State anticipates establishing by direction to provide financial support in relation to domestic or non-domestic premises which are heated by alternative fuels other than mains gas.

## Directions establishing schemes to provide payments to alternative fuel users

59.3 The licensee must comply with any direction given by the Secretary of State under sections 7(3)(a) and 107 of the Electricity Act 1989 which establishes a scheme for:

(a) the Secretary of State to provide funding to licensees; and

(b) for licensees to use that funding to provide payments to customers who have contracts for the supply of electricity to domestic or non-domestic premises which have been identified by the Secretary of State as likely to be heated by alternative fuels other than mains gas.

## Condition 60: Elexon ownership

60.1. The licensee must hold one share in Elexon if they are directed to do so by the Secretary of State or the Authority with effect from the date specified in the direction.

60.2. The licensee may delegate any responsibility for holding a share in Elexon to one of their wholly owned affiliates that is a signatory to the BSC.

60.3. Where the responsibility for holding a share in Elexon is delegated in accordance with paragraph 60.2, the licensee must inform the Secretary of State and the Authority:

(a) of the name of the party to whom responsibility is delegated;

(b) if the responsibility for holding a share is delegated to another wholly owned affiliate of the licensee in future; and

(c) if the party to whom responsibility is delegated ceases to be a wholly owned affiliate of the licensee.

60.4. Once directed under paragraph 60.1, the licensee must inform the Secretary of State and the Authority about a change in the corporate relationship between the licensee and any affiliate of the licensee specified in the direction.

60.5. The Secretary of State or the Authority may issue a direction revoking any requirement on the licensee to hold a share in Elexon.

# Schedule A to standard condition 57 of the electricity supply licence

## DEFINITIONS AND INTERPRETATION

"AD Installation" means an Eligible Installation which produces Export through anaerobic digestion;

"AD Reporting Start Date" means the date on which the Authority formally acknowledges the SEG Generator's intent to request SEG Payments and confirmation that it intends to comply with the criteria set down in the Schedule to the SEG Order;

"Anaerobic digestion" means the bacterial fermentation of organic material in the absence of free oxygen (excluding anaerobic digestion of sewage and material in a landfill);

"Brown Export" means electricity which was:

(a) supplied to a SEG Generator from a person who is a holder of a licence under section 6(1)(d) of the Electricity Act 1989 Act; or

(b) generated by that SEG generator from an installation which is not an Eligible Installation;

"Complaints Procedure" means the procedure available to a SEG Generator in the event it has a complaint about any action taken by a SEG Licensee in relation to the SEG;

"EA08" means the Energy Act 2008;

"Eligible Installation" means any installation which complies with clause 2 of this Schedule;

"Eligible Low-carbon Energy Source" means the following sources of energy or technology:

(a) anaerobic digestion;

(b) hydro generation station;

(c) combined heat and power systems with an electricity capacity of 50 kilowatts or less;

(d) solar photovoltaic;

(e) wind;

with, in any of the cases from (a) to (e), the maximum capacity as specified in the SEG Order;

"Equivalent Scheme" means a scheme accredited in accordance with EN 45011 or EN ISO/IEC 17065:2012;

"Export" means the flow of electricity from an Eligible Installation onto a distribution system or transmission system and which must be accounted for in settlement in

accordance with the Balancing and Settlement Code regardless of capacity and Export as a verb shall be construed accordingly;

"Export Meter" means a meter or meters complying with the requirements set out in clause 2 of this Schedule, which measures the quantity of Export and the compulsory registration of which, under the Balancing and Settlement Code, regardless of capacity, is to be the responsibility of the SEG Licensee;

"Export Meter Reading" means the measure by an Export Meter of the amount of Export;

"Export Tariff" means the payment rate per kilowatt hour for Export from an Eligible Installation;

"Extension" means a modification to an Eligible Installation to increase its Total Installed Capacity from the same type of Eligible Low-carbon Energy Source, and Extend as a verb shall be construed accordingly;

"FIT Export Tariff" means the export tariff payable under the Feed-in Tariff Scheme;

"Green Export" means electricity which was generated from an Eligible Installation solely from anaerobic digestion, hydro generation station, combined heat and power, solar voltaic or wind;

"Hydro generation station" means an installation driven by water, except for such an installation—

(a) driven by waves, ocean currents or geothermal sources;

(b) driven by tidal flows, unless also driven partly by non-tidal flows from a water course; or

(c) where the hydrostatic head of the water has been increased by pumping;

"Insolvency Event" means an event or circumstance referred to in paragraph 1(f) of Schedule 2 on Revocation of the Electricity Supply Licence;

"Mandatory SEG Licensee" means a person who is a holder of a licence under section 6(1)(d) of the Electricity Act 1989 which, as at 31 December before the start of each SEG Year, either:

(a) supplies electricity to at least 150,000 domestic customers; or

(b) together with its affiliates jointly supplies electricity to at least 150,000 domestic customers;

"MCS" means the Microgeneration Certification Scheme;

"Metering Legislation" means:

(a) Schedule 7 to the Electricity Act 1989;

(b) The Meters (Approval of Pattern or Construction and Manner of Installation) Regulations 1998 (S.I. 1998/1565);

(c) The Meters (Certification) Regulations 1998 (S.I. 1998/1566);

(d) The Electricity (Approval of Pattern or Construction and Installation and Certification) (Amendment) Regulations 2002 (S.I. 2002/3129);

(e) The Measuring Instruments (EC Requirements) (Electrical Energy Meters) Regulations 1995 (S.I. 1995/2607);

(f) The Measuring Instruments (EC Requirements) (Electrical Energy Meters) (Amendment) Regulations 2002 (S.I. 2002/3082);

(g) The Measuring Instruments (Active Electrical Energy Meters) Regulations 2006 (S.I. 2006/1679);

"MPAN" means meter point administration number;

"Plant" means any equipment, apparatus or appliance;

"SEG" means smart export guarantee;

"SEG Generator" means a person—

(a) entitled to seek payment in respect of an Eligible Installation from a SEG Licensee and

(b) who has accepted the SEG Licensee's offer of an Export Tariff offered in accordance with the SEG arrangements;

"SEG Licensee" means the collective term for Mandatory SEG Licensees and Voluntary SEG Licensees;

"SEG Order" means the Smart Export Guarantee Order 2019 (including any amendments to that Order);

"SEG Payment" and "SEG Payments" means the sum or sums payable to the SEG Generator by a SEG Licensee, for Export in any period;

"SEG arrangements" means the arrangements for delivering the smart export guarantee introduced in accordance with sections 41 to 43 EA08, as set out in Standard Condition 57 of the Electricity Supply Licence (including this Schedule A) and the SEG Order;

"SEG Year" means a period of twelve months commencing on 1 April and concluding on 31 March starting from 1st January 2020, and in the first year following 1st January 2020 ("the first SEG Year"), the SEG Year will extend from that date until 31 March in the year following;

"Small-scale Low-carbon Generation" means the generation of electricity, by any Plant:

(a) which, in generating electricity, relies wholly or mainly on an Eligible Low-carbon Energy Source; and

(b) the Total Installed Capacity of which does not exceed the Specified Maximum Capacity;

"Specified Maximum Capacity" means the maximum capacity specified in the SEG Order;

"Storage" means the storage of energy that was converted from electricity and is stored for the purpose of its future reconversion into electricity;

"Storage device" means the Plant used to store energy;

"Switching" means the process involved when a SEG Generator elects to change its SEG Licensee, and Switch used as a verb shall be construed accordingly;

"Total Installed Capacity" means the maximum capacity at which an Eligible Installation could be operated for a sustained period without causing damage to it (assuming the Eligible Low-carbon Energy Source was available to it without interruption);

"Voluntary SEG Licensee" means a person who is a holder of a licence under section 6(1)(d) of the Electricity Act 1989 which is not a Mandatory SEG Licensee and which voluntarily elects to participate in making SEG Payments under the SEG arrangements.

## A BASIC PRINCIPLES

### 1. Application

1.1 This Schedule shall apply to both a Mandatory SEG Licensee and a Voluntary SEG Licensee.

1.2 A SEG Licensee is required to publish its status as a SEG Licensee and its rates such that this information is easily accessible to the public.

### 2. Eligible Installation

2.1 An Eligible Installation is Plant which is capable of Small-scale Low-carbon Generation with the specified maximum capacity set out in the SEG Order and meets the following conditions:

2.1.1 In relation to installations which have a capacity of 50 kilowatts or less and which generates electricity from combined heat and power, solar voltaic or wind sources, the installation is certified under MCS or an Equivalent Scheme, and have been installed by an MCS or equivalent installer;

2.1.2 In relation to all other installations, the installation has equivalent certification to that required by MCS; and

2.1.3 The meter used to measure the Export from the Eligible Installation is compliant with the metering legislation, and

(a) be capable of taking measurements at half-hourly intervals in relation to the exported electricity volumes for which the SEG generator seeks payment; and

(b) have an export MPAN to manage exported electricity volumes to the SEG licensee, and, where an installation has both an export and an import meter, the import and export meters must have separate MPANs.

**3. SEG Payments**

3.1 The SEG Licensee shall be obliged to accept a request for SEG Payments and must offer an above-zero Export Tariff as regards an Eligible Installation only in the event the following conditions are satisfied:

3.1.1 the prospective SEG Generator must not also receive or benefit from the FIT Export Tariff or receive SEG Payments from another SEG Licensee as regards the Eligible Installation in relation to which it is seeking SEG Payments; and

3.1.2 the SEG Licensee must have access to, or have received from the prospective SEG Generator, the Export Meter Readings required in order to calculate the SEG Payments.

3.2 The SEG Licensee shall make SEG Payments as determined by that Licensee to all SEG Generators whose request for SEG Payments it has accepted.

3.3 In determining the SEG Payment to be made to the SEG Generator, the SEG Licensee must calculate that SEG Payment using actual Export Meter Readings to which it has had access or has received from the SEG Generator.

3.4 The SEG Licensee shall have no obligation to make SEG Payments—

3.4.1 until such time as it has had access to or has received actual Export Meter Readings; or

3.4.2 in respect of any flow of electricity which has not been generated by the Eligible Low-carbon Energy Source.

3.5 The SEG Licensee shall have no obligation to make SEG Payments as regards an Extension to an Eligible Installation in the event that the SEG Licensee considers that the Specified Maximum Capacity is or has been exceeded.

3.6 A SEG Licensee which does not wish to include any payment for Brown Export in the SEG Tariff shall not be obliged to make any SEG Payment where is not satisfied that the SEG Generator is able to sufficiently isolate Green Export from Brown Export.

**B TREATMENT OF SEG GENERATORS AND AD INSTALLATIONS**

## 4. Additional arrangements for AD Installations

4.1 A SEG Licensee which is obliged to make payments to a SEG Generator in accordance with clause 3.2 shall not be obliged to make SEG Payments in relation to Export from an AD Installation until it has received confirmation from the SEG Generator of its AD Reporting Start Date.

4.2 A SEG Licensee may request information at any time from a SEG Generator—

4.2.1 about the evidence that the SEG Generator has provided to the Authority about the sustainability and feedstock requirements for the AD Installation (including confirmation that it has provided that information); and

4.2.2 to demonstrate that the Authority has confirmed that the requirements have been met or not.

4.3 The SEG Licensee shall not be obliged to make SEG Payments for any period that the SEG Generator cannot demonstrate to the satisfaction of the Authority that the requirements detailed in the Schedule to the SEG Order have been met.

## 5. Payment rates and contractual terms

5.1 As soon as reasonably practicable after receiving a request for SEG Payments, the SEG Licensee shall take all reasonable steps to provide a SEG Generator with written confirmation of the Export Tariff determined by the SEG Licensee in respect of that SEG Generator.

5.2 The written confirmation of the following shall be provided with the written confirmation of the Export Tariff:

5.2.1 a description of the Complaints Procedure and a stated duty to participate in the Complaints Procedure on disputes in relation to compliance with obligations under the SEG arrangements;

5.2.2 a description of the process of Switching and a stated duty to participate as required to facilitate the Switching of a SEG Generator;

5.2.3 a term setting out the termination rights which permit the SEG Generator to withdraw from the SEG arrangements;

5.2.4 a term identifying the risks to a SEG Generator of failure to adhere to any terms of its contract with the SEG Licensee, such as the failure to provide the required data in a timely fashion, and as regards suspension or recoupment of SEG Payments;

5.2.5 a term identifying the SEG Generator's obligations as regards providing information, declarations and evidence to the SEG Licensee and the Authority (as well as any consents required for the purposes of data protection) as required for the administration of the SEG arrangements;

5.2.6 a term requiring the SEG Generator to inform the SEG Licensee as soon as reasonably possible in the event that there is a change in ownership of the

Eligible Installation or a change in the person entitled to seek payment in respect of the Eligible Installation;

5.2.7 a term requiring the SEG Generator to inform the SEG Licensee as soon as reasonably possible of Extensions to an Eligible Installation;

5.2.8 a duty to fulfil obligations under the SEG arrangements efficiently and expeditiously.

5.3 The SEG Licensee shall also have the following specific duties as regards SEG Generators in the context of the SEG arrangements:

5.3.1 when providing information to a SEG Generator (whether in writing, by electronic display or orally) in relation to the SEG arrangements, the SEG Licensee shall take all reasonable steps to ensure it:

(a) is complete and accurate;

(b) is capable of being easily understood by the SEG Generator;

(c) does not mislead the SEG Generator; and

(d) is otherwise fair, transparent, appropriate and delivered in a professional manner both in terms of content and in terms of how it is presented (with more important information being given appropriate prominence);

5.3.2 when making SEG Payments to a SEG Generator, the SEG Licensee shall ensure that it does not materially discriminate without objective justification between SEG Generators;

5.3.3 the SEG Licensee shall notify SEG Generators to which it makes SEG Payments as soon as reasonably possible at the occurrence of an Insolvency Event;

5.3.4 the SEG Licensee shall notify SEG Generators to which it makes SEG Payments within 6 weeks of it ceasing to be either a Mandatory or a Voluntary SEG Licensee.

5.4 To the extent a SEG Generator falls into the definition of Customer, Domestic Customer or Micro-business Consumer under the Electricity Supply Licence, the rights and obligations resulting from that status under Sections A and B of the Electricity Supply Licence shall apply in addition to these Conditions notwithstanding participation in the SEG arrangements and involvement in Small-scale Low-carbon Generation.

## C ADMINISTRATION

### 6. Administration

6.1 The SEG Licensee shall take all reasonable steps to ensure that the data contained in submissions to the Authority is as accurate as possible.

### 7. Modifications to a SEG Installation

7.1 In the event a SEG Generator increases Small-scale Low-carbon Generation using an Eligible Low-carbon Energy Source different to that used in an existing Eligible Installation, the SEG Licensee shall treat this as a separate Eligible Installation.

## D –INFORMATION REQUIRED FROM ALL LICENCEES

### 8. Change of status

8.1 This clause shall apply to all licensees.

8.2 The Licensee shall submit a notification to the Authority on or before 14th February in each SEG year.

8.3 The notification referred to in clause 8.1 shall state whether, in the following SEG Year, the Licensee is to be:

8.3.1 a Mandatory SEG Licensee (by reference to its status as at 31st December of the preceding calendar year);

8.3.2 a Voluntary SEG Licensee; or

8.3.3 neither a Mandatory SEG Licensee nor a Voluntary SEG Licensee.

8.4 In the event that a Licensee ceases to have SEG Licensee status, it shall be required to continue its participation in SEG arrangements as a SEG Licensee until the end of the SEG Year in which its status altered.

8.5 A Mandatory SEG Licensee which has ceased to have SEG Licensee status may elect to become a Voluntary SEG Licensee after the expiry of the period set out in clause 8.4.

### 9. Provision of information to Authority

9.1 A SEG Licensee shall be obliged to provide in a timely and practical format information about its participation in the SEG arrangements as reasonably required by the Authority.

### 10. Modification

10.1 Modifications to the provisions of the SEG arrangements set out in these Standard Licence Conditions shall be made in accordance with the provisions of section 42 EA08 insofar as such modifications fall within the scope of section 41 EA08.

### 11. In the event of inconsistency

11.1 In the event of inconsistency between any provision of this Schedule and any Order made by the Secretary of State under sections 41 to 43 EA08, the latter shall prevail.

11.2 Where a SEG Licensee reasonably considers that complying with any Order by the Secretary of State under sections 41 to 43 EA08 will require it to act in a manner which is inconsistent with any provision of its Electricity Supply Licence, the licensee

shall, without delay, inform the Authority and Secretary of State of such inconsistency.