

To: All holders of an electricity supply licence

MODIFICATION OF THE STANDARD CONDITIONS OF THE ELECTRICITY SUPPLY LICENCE UNDER SECTION 11A OF THE ELECTRICITY ACT 1989

NOTICE OF REASONS FOR THE DECISION TO MODIFY THE STANDARD CONDITIONS OF ELECTRICITY SUPPLY LICENCE UNDER SECTION 49A OF THE ELECTRICITY ACT 1989

WHEREAS:

1. Each of the companies to whom this Modification is addressed holds an electricity supply licence granted, or treated as granted, pursuant to section 6(1)(d) of the Electricity Act 1989 (the "Act").
2. In accordance with section 11A(3) and (4) of the Act, the Gas and Electricity Markets Authority (the "Authority"):
 - (a) gave notice on 1 June 2007 (the "Notice") that it proposed to modify the standard conditions of the electricity supply licence;
 - (b) published the Notice in the manner that it considered appropriate;
 - (c) sent a copy of the Notice to the relevant licence holders, the Secretary of State and the Council.
3. The Authority did not receive a direction from the Secretary of State not to make the proposed licence modifications before the relevant date specified in the Notice.
4. The Authority received 9 representations in relation to the proposed licence modifications before the relevant time specified in the Notice. No representations were withdrawn. The Authority has carefully considered all representations made in relation to the proposed licence modifications and not withdrawn.

All non-confidential representations made in relation to the proposed licence modifications are available free of charge from the Ofgem Research and Information Centre, 9 Millbank, London SW1P 3GE or from the Ofgem website at www.ofgem.gov.uk.

5. No notice of objection to the proposed licence modifications was given to the Authority by a relevant licence holder before the relevant date specified in the Notice.
6. It has come to the Authority's attention that the new Fuel Security Code will not have been designated as at the date on which this Modification is made. Accordingly, it is necessary to retain old standard condition 14 (Security Arrangements) of the standard conditions of the supply licence whilst at the same time inserting new standard condition 11 (Compliance with Codes). Accordingly, the Authority will not make modification number 145 (omission of standard condition 14 (Security Arrangements)), which was set out in

Schedule 1 to the Notice. The provisions of old standard condition 14 will be renumbered and inserted as new standard condition 11A. This condition 11A will be removed when the new Fuel Security Code is designated by the Secretary of State.

7. The reasons for the modifications have been published by the Authority in the following documents:

- (a) Ofgem. June (2007) *Supply Licence Review – Final proposals* Ref 128/07;
- (b) Ofgem. April (2007) *PPM recalibration open letter*, Ref 101/07;
- (c) Ofgem. February (2005) *Reviewing the gas and electricity supply standard licence conditions*, Ref 51/05;
- (d) Ofgem. August (2005) *Gas and Electricity Supply Licence Review – Way Forward*, Ref 187/05;
- (e) Ofgem. March (2006) *Implications for Vulnerable Customers – Consultation Document*, Ref 42/06;
- (f) Ofgem. July (2006) *Supply licence Review – Initial Policy Proposals*. Ref 113/06;
- (g) Ofgem. December (2006) *Supply Licence Review – Further Proposals*, Ref 217/06.

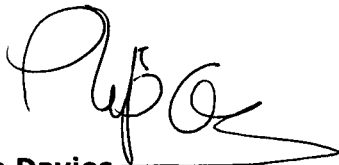
These documents are available free of charge from the Ofgem Research and Information Centre, 9 Millbank, London SW1P 3GE (0207 901 7003) or from the Ofgem website at www.ofgem.gov.uk.

THEREFORE

In accordance with section 11A of the Act, the Authority hereby modifies the standard conditions of the electricity supply licences in accordance with Schedule 1 and 2 to this Modification, with effect on and from 00:00 hours on 1 August 2007.

This document constitutes a notice of reasons for the decision to modify the standard conditions of the electricity supply licences under section 49A of the Act.

The Official Seal of the Gas and Electricity Markets Authority here affixed is authenticated by the signature of:



Philip Davies
Director, GB Markets
Ofgem
Authorised on behalf of the Authority



6 July 2007

SCHEDULE 1

MODIFICATION OF THE STANDARD CONDITIONS OF THE ELECTRICITY SUPPLY LICENCE UNDER SECTION 11A OF THE ELECTRICITY ACT 1989

The table in this Schedule must be read in conjunction with the old standard conditions, the new standard conditions (which can be found in Schedule 2 to this Modification) (the "new SCs"), and the correlation table contained in Schedule 3 to this Modification.

The first column of the table indicates the number of each modification.

The second column sets out the modification.

MODIFICATION NUMBER	MODIFICATION (OMMISSIONS)
1.	Omit: (a) the table of contents; (b) the heading, "PART II. THE STANDARD CONDITIONS"; and (c) the heading, "SECTION A. INTERPRETATION, APPLICATION AND PAYMENTS".
2.	Omit the heading, "Condition 1. Definitions and Interpretation".
3.	In standard condition 1, omit "1. In these standard conditions, unless the context otherwise requires:".
4.	In standard condition 1, omit the definition of the "Act".
5.	In standard condition 1, omit the definition of "affiliate".
6.	In standard condition 1, omit the definition of "alternative accounting rules".
7.	In standard condition 1, omit the definition of "Application Regulations".
8.	In standard condition 1, omit the definition of "auditors".
9.	In standard condition 1, omit the definition of "authorised".
10.	In standard condition 1, omit the definition of "authorised electricity operator".
11.	In standard condition 1, omit the definition of the "Authority".
12.	In standard condition 1, omit the definition of "BETTA".
13.	In standard condition 1, omit the definition of "BETTA go-live date".
14.	In standard condition 1, omit the definition of "bill".
15.	In standard condition 1, omit the definition of "British Grid Systems Agreement".
16.	In standard condition 1, omit the definition of "BSC".

MODIFICATION NUMBER	MODIFICATION (OMMISSIONS)
17.	In standard condition 1, omit the definition of "BSC Framework Agreement".
18.	In standard condition 1, omit the definition of "charges for the supply of electricity".
19.	In standard condition 1, omit the definition of "Consumer Council".
20.	In standard condition 1, omit the definition of "contract".
21.	In standard condition 1, omit the definition of "core industry documents".
22.	In standard condition 1, omit the definition of "current cost assets".
23.	In standard condition 1, omit the definition of "CUSC".
24.	In standard condition 1, omit the definition of "CUSC Framework Agreement".
25.	In standard condition 1, omit the definition of "customer".
26.	In standard condition 1, omit the definition of "data aggregation".
27.	In standard condition 1, omit the definition of "data processing".
28.	In standard condition 1, omit the definition of "data retrieval".
29.	In standard condition 1, omit the definition of "data services".
30.	In standard condition 1, omit the definition of "date of the domestic supply contract".
31.	In standard condition 1, omit the definition of "deemed contract".
32.	In standard condition 1, omit the definition of "deemed contract scheme".
33.	In standard condition 1, omit the definition of "deposit".
34.	In standard condition 1, omit the definition of "the disappearance date".
35.	In standard condition 1, omit the definition of "Distribution Code".
36.	In standard condition 1, omit the definition of "distribution licence".
37.	In standard condition 1, omit the definition of "distribution services area".
38.	In standard condition 1, omit the definition of "distribution system".
39.	In standard condition 1, omit the definition of "domestic customer".
40.	In standard condition 1, omit the definition of "domestic premises".
41.	In standard condition 1, omit the definition of "domestic supply contract".
42.	In standard condition 1, omit the definition of "Domestic Supply Direction".
43.	In standard condition 1, omit the definition of "effective time".
44.	In standard condition 1, omit the definition of "electricity supplier".

MODIFICATION NUMBER	MODIFICATION (OMMISSIONS)
45.	In standard condition 1, omit the definition of “estimated costs”.
46.	In standard condition 1, omit the definition of “exempt supplier”.
47.	In standard condition 1, omit the definition of “exempt supply services”.
48.	In standard condition 1, omit the definition of “financial year”.
49.	In standard condition 1, omit the definition of “fixed term period”.
50.	In standard condition 1, omit the definition of “Fuel Security Code”.
51.	In standard condition 1, omit the definition of “GB transmission system”.
52.	In standard condition 1, omit the definition of “generation set”.
53.	In standard condition 1, omit the definition of “goods or services”.
54.	In standard condition 1, omit the definition of “Grid Code”.
55.	In standard condition 1, omit the definition of “grid supply point”.
56.	In standard condition 1, omit the definition of “the handbook”.
57.	In standard condition 1, omit the definition of “holding company”.
58.	In standard condition 1, omit the definition of “in-area supply business”.
59.	In standard condition 1, omit the definition of “industry framework document”.
60.	In standard condition 1, omit the definition of “information”.
61.	In standard condition 1, omit the definition of “interconnector(s)”.
62.	In standard condition 1, omit the definition of “the last resort supply direction”.
63.	In standard condition 1, omit the definition of “licensed distributor”.
64.	In standard condition 1, omit the definition of “licensed supplier”.
65.	In standard condition 1, omit the definition of “licensee’s transmission system”.
66.	In standard condition 1, omit the definition of “marketing activities”.
67.	In standard condition 1, omit the definition of “Master Registration Agreement”.
68.	In standard condition 1, omit the definition of “metering equipment”.
69.	In standard condition 1, omit the definition of “multi-site contract”.
70.	In standard condition 1, omit the definition of “new termination date”.
71.	In standard condition 1, omit the definition of “non-GB trading and transmission arrangements”.
72.	In standard condition 1, omit the definition of “non-domestic customer”.
73.	In standard condition 1, omit the definition of “non-half-hourly meter”.

MODIFICATION NUMBER	MODIFICATION (OMMISSIONS)
74.	In standard condition 1, omit the definition of “the other supplier”.
75.	In standard condition 1, omit the definition of “out-of-area supply business”.
76.	In standard condition 1, omit the definition of “owned”.
77.	In standard condition 1, omit the definition of “participating interest”.
78.	In standard condition 1, omit the definition of “Pooling and Settlement Agreement”.
79.	In standard condition 1, omit the definition of “prepayment meter services”.
80.	In standard condition 1, omit the definition of “previous supplier”.
81.	In standard condition 1, omit the definition of “principal terms”.
82.	In standard condition 1, omit the definition of “Priority Service Register”.
83.	In standard condition 1, omit the definition of “regulatory accounts”.
84.	In standard condition 1, omit the definition of “related undertaking”.
85.	In standard condition 1, omit the definition of “relevant customer”.
86.	In standard condition 1, omit the definition of “relevant customers with payment difficulties”.
87.	In standard condition 1, omit the definition of “relevant distributor”.
88.	In standard condition 1, omit the definition of “relevant documents”.
89.	In standard condition 1, omit the definition of “relevant licensed distributor”.
90.	In standard condition 1, omit the definition of “relevant metering equipment”.
91.	In standard condition 1, omit the definition of “relevant parties”.
92.	In standard condition 1, omit the definition of “relevant payment”.
93.	In standard condition 1, omit the definition of “relevant premises”.
94.	In standard condition 1, omit the definition of “relevant proportion”.
95.	In standard condition 1, omit the definition of “relevant provisions”.
96.	In standard condition 1, omit the definition of “relevant year”.
97.	In standard condition 1, omit the definition of “remote transmission assets”.
98.	In standard condition 1, omit the definition of “representative”.
99.	In standard condition 1, omit the definition of “request”.
100.	In standard condition 1, omit the definition of “running-off”.
101.	In standard condition 1, omit the definition of “Scottish grid code”.

MODIFICATION NUMBER	MODIFICATION (OMMISSIONS)
102.	In standard condition 1, omit the definition of “Section C (system operator standard conditions) Direction”.
103.	In standard condition 1, omit the definition of “security arrangements”.
104.	In standard condition 1, omit the definition of “separate business”.
105.	In standard condition 1, omit the definition of “Settlement Agreement for Scotland”.
106.	In standard condition 1, omit the definition of “standby”.
107.	In standard condition 1, omit the definition of “statutory accounts”.
108.	In standard condition 1, omit the definition of “subsidiary”.
109.	In standard condition 1, omit the definition of “supply business”.
110.	In standard condition 1, omit the definition of “supply licence”.
111.	In standard condition 1, omit the definition of “supply services area”.
112.	In standard condition 1, omit the definition of “Supply Services Direction”.
113.	In standard condition 1, omit the definition of “System Operation Agreement”.
114.	In standard condition 1, omit the definition of “system operator”.
115.	In standard condition 1, omit the definition of “termination date”.
116.	In standard condition 1, omit the definition of “termination fee”.
117.	In standard condition 1, omit the definition of “top-up”.
118.	In standard condition 1, omit the definition of “transmission area”.
119.	In standard condition 1, omit the definition of “transmission licence”.
120.	In standard condition 1, omit the definition of “transmission licensee”.
121.	In standard condition 1, omit the definition of “undertaking”.
122.	In standard condition 1, omit the definition of “unmetered supply”.
123.	In standard condition 1, omit the definition of “use of system agreement”.
124.	In standard condition 1, omit the definition of “valid notice of termination”.
125.	Omit standard conditions 1(2) to 1(11) (Definitions and Interpretation).
126.	Omit standard condition 2 (Application of Section C (Domestic Supply Obligations)).
127.	Omit standard condition 3 (Application of Section D (Supply Services Obligations)).
128.	Omit standard condition 4 (Payments by the Licensee to the Authority).

MODIFICATION NUMBER	MODIFICATION (OMMISSIONS)
129.	Omit heading, "SECTION B. GENERAL".
130.	Omit standard condition 5 (Compliance with the Grid Code).
131.	Omit standard condition 6 (Compliance with Distribution Codes).
132.	Omit standard condition 7 (Duty to Offer terms for Meter Provision).
133.	Omit standard condition 7A (Not Used).
134.	Omit standard condition 8 (Settlement Agreement for Scotland).
135.	Omit standard condition 8A (Not Used).
136.	Omit standard condition 8B (Not Used).
137.	Omit standard condition 9 (Compliance with CUSC).
138.	Omit standard condition 9A (Compliance with the DCUSA).
139.	Omit standard condition 10 (Balancing and Settlement Code and NETA Implementation).
140.	Omit standard condition 11 (Change Co-ordination for BSC).
141.	Omit standard condition 12 (Not Used).
142.	Omit standard condition 12A (Prohibition of Discrimination in Selling Electricity).
143.	Omit standard condition 12B (Prohibition of Cross-Subsidies).
144.	Omit standard condition 13 (Change Co-ordination for the Utilities Act 2000).
145.	Omit standard condition 15 (Security and Safety of Supplies).
146.	Omit standard condition 16 (Procedures for the Detection and Prevention of Theft or Abstraction of Electricity, Damage and Meter Interference).
147.	Omit standard condition 17 (Reading and Inspection of Meters).
148.	Omit standard condition 18 (Licensee's Apparatus on Customer's Side of Meter).
149.	Omit standard condition 19 (Provision of Information to the Authority).
150.	Omit standard condition 20 (The Master Registration Agreement).
151.	Omit standard condition 21 (Publication of Information to Customers).
152.	Omit standard condition 22 (Domestic Premises).
153.	Omit standard condition 22A (Restriction or Revocation: Securing Continuity of Supply).
154.	Omit standard condition 23 (Payments Received in Relation to Standards of Performance).

MODIFICATION NUMBER	MODIFICATION (OMMISSIONS)
155.	Omit standard condition 24 (Code of Practice on Procedures with Respect to Site Access).
156.	Omit heading, "Condition 25. Efficient Use of Electricity".
157.	Omit standard conditions 25(1) and (2).
158.	Omit standard conditions 25(3) and (4).
159.	Omit standard condition 26 (Record of and Report on Performance).
160.	Omit standard condition 27 (Preparation, Review of and Compliance with Customer Service Codes).
161.	Omit heading, "Condition 28. Deemed Contracts".
162.	Omit standard condition 28(1).
163.	Omit standard conditions 28(2) and (3).
164.	Omit standard conditions 28(4) and (5).
165.	Omit standard condition 28(6).
166.	Omit standard condition 28(7).
167.	Omit standard condition 28(8).
168.	Omit standard condition 28(9).
169.	Omit standard condition 28(10).
170.	Omit standard condition 28(11).
171.	Omit standard condition 28(12).
172.	Omit standard condition 29 (Supplier of Last Resort).
173.	Omit standard condition 29A (Supplier of Last Resort Supply Payments).
174.	Omit standard condition 29B (Provision for Termination upon a Direction).
175.	Omit standard condition 30 (Not used).
176.	Omit standard condition 30A (Fuel Mix Disclosure).
177.	Omit standard condition 30B (Assistance for areas with high distribution costs scheme and modified charges relating to any energy administration: payment to system operator).
178.	Omit heading, "SECTION C. DOMESTIC SUPPLY OBLIGATIONS".
179.	Omit standard condition 31 (Interpretation of Section C).
180.	Omit standard condition 31A (Not used).
181.	Omit standard condition 31B (BETTA run-off arrangements scheme).

MODIFICATION NUMBER	MODIFICATION (OMMISSIONS)
182.	Omit heading, "Condition 32. Duty to Supply Domestic Customers".
183.	Omit standard condition 32(1).
184.	Omit standard condition 32(2).
185.	Omit standard condition 32(3).
186.	Omit standard condition 33 (Last Resort Supply: Security for Payments).
187.	Omit standard condition 34 (Not used).
188.	Omit heading, "Condition 35. Code of Practice on Payment of Bills and Guidance for Dealing with Customers in Difficulty".
189.	Omit standard conditions 35(1) to (3).
190.	Omit standard condition 35(4).
191.	Omit heading, "Condition 36. Code of Practice on the Use of Prepayment Meters".
192.	Omit standard conditions 36(1) and 36(2).
193.	Omit standard condition 36(3).
194.	Omit heading, "Condition 37. Provision of Services for Persons who are of Pensionable Age or Disabled or Chronically Sick".
195.	Omit standard conditions 37(1) to (3).
196.	Omit standard condition 37(4).
197.	Omit heading, "Condition 38. Provision of Services for Persons who are Blind or Deaf".
198.	Omit standard conditions 38(1) and (2).
199.	Omit standard condition 38(3).
200.	Omit heading, "Condition 39. Complaint Handling Procedure".
201.	Omit standard conditions 39(1) and (2).
202.	Omit standard condition 39(3).
203.	Omit heading, "Condition 40. Information Given to Domestic Customers".
204.	Omit standard conditions 40(1) to (3).
205.	Omit standard condition 40(4).
206.	Omit standard condition 41 (Terms for Supply of Electricity Incompatible with Licence Conditions).
207.	Omit heading, "Condition 42. Domestic Supply Contracts".

MODIFICATION NUMBER	MODIFICATION (OMMISSIONS)
208.	Omit standard condition 42(1).
209.	Omit standard condition 42(2).
210.	Omit standard conditions 42(3) to (6).
211.	Omit standard condition 42(7).
212.	Omit standard condition 42(8).
213.	Omit heading, "Condition 43. Contractual Terms – Methods of Payment".
214.	Omit standard conditions 43(1) and (3).
215.	Omit standard conditions 43(2), (4), (6) and (7).
216.	Omit standard condition 43(5).
217.	Omit heading, "Condition 44. Notification of terms".
218.	Omit standard condition 44(1).
219.	Omit standard conditions 44(2) and (3).
220.	Omit standard conditions 44(4) and 44(5).
221.	Omit standard conditions 44(6) and (7).
222.	Omit heading, "Condition 45. Security Deposits".
223.	Omit standard condition 45(1).
224.	Omit standard condition 45(2).
225.	Omit standard conditions 45(3) to (7).
226.	Omit heading, "Condition 46. Termination of Contracts on Notice".
227.	Omit standard conditions 46(1) to (6)(a), (6)(d) and (7) to (9).
228.	Omit standard conditions 46(6)(b) and (c).
229.	Omit heading, "Condition 47. Termination of Contracts in Specified Circumstances".
230.	Omit standard conditions 47(1) to (4).
231.	Omit standard conditions 47(5) and (6).
232.	Omit standard condition 48 (Marketing of Electricity to Domestic Customers).
233.	Omit standard condition 49 (Assignment of Outstanding Charges).
234.	Omit standard condition 50 (Modification of Provisions under Standard Conditions 46 (Termination of Contracts on Notice) and 49 (Assignment of Outstanding Charges)).
235.	Omit heading, "SECTION D. SUPPLY SERVICES OBLIGATIONS".

MODIFICATION NUMBER	MODIFICATION (OMMISSIONS)
236.	Omit standard condition 51 (Interpretation of Section D).
237.	Omit standard condition 52 (Regulatory Accounts).
238.	Omit standard condition 52A (Change of Financial Year).
239.	Omit standard condition 53 (Basis of Charges for Top-up and Standby, Exempt Supply Services and Prepayment Meter Services: Requirements for Transparency).
240.	Omit heading, "Condition 53A. Non-discrimination in the Provision of Top-up or Standby, Exempt Supply Services and Prepayment Meter Services".
241.	Omit standard conditions 53A(1), (2), (4) and (5).
242.	Omit standard condition 53A(3).
243.	Omit heading, "Condition 53B. Requirement to Offer Terms for Top-up and Standby, Exempt Supply Services and Prepayment Meter Services".
244.	Omit standard conditions 53B(1) and (2), (4) to (6).
245.	Omit standard condition 53B(3).
246.	Omit standard condition 53B(7).
247.	Omit standard condition 53C (Functions of the Authority).
248.	Omit standard condition 54 (Duration of Standard Condition 53B (Requirement to Offer Terms for Top-up and Standby, Exempt Supply Services and Prepayment Meter Services)).

MODIFICATION NUMBER	MODIFICATION (INSERTIONS)
249.	Insert table of contents for the new SCs.
250.	Insert: (a) the heading, "SECTION A: STANDARD CONDITIONS FOR ALL SUPPLIERS"; and (b) the heading, "Standard conditions 1 to 6: General arrangements".
251.	Insert: (a) the heading, "Condition 1. Definitions for standard conditions"; and (b) conditions 1.1 and 1.2 of the new SCs.
252.	Insert: (a) the heading, "Definitions in alphabetical order"; and (b) "1.3. In this licence, unless the context otherwise requires:".
253.	Insert the definition of "Act".
254.	Insert the definition of "Applicable Customer".
255.	Insert the definition of "Application Regulations".
256.	Insert the definition of "Authorised".
257.	Insert the definition of "Authorised Electricity Operator".
258.	Insert the definition of "Authority".
259.	Insert the definition of "Balancing and Settlement Code".
260.	Insert the definition of "Bill".
261.	Insert the definition of "Charges for the Supply of Electricity".
262.	Insert the definition of "Competition Commission".
263.	Insert the definition of "Connection and Use of System Code".
264.	Insert the definition of "Consequential Change".
265.	Insert the definition of "Consumer Council".
266.	Insert the definition of "Contract".
267.	Insert the definition of "Customer".
268.	Insert the definition of "Deemed Contract".
269.	Insert the definition of "Disconnect".
270.	Insert the definition of "Distribution Code".
271.	Insert the definition of "Distribution Connection and Use of System Agreement".

MODIFICATION NUMBER	MODIFICATION (INSERTIONS)
272.	Insert the definition of "Distribution Licence".
273.	Insert the definition of "Distribution Services Area".
274.	Insert the definition of "Distribution System".
275.	Insert the definition of "Domestic Customer".
276.	Insert the definition of "Domestic Premises".
277.	Insert the definition of "Domestic Supply Contract".
278.	Insert the definition of "Domestic Supply Direction".
279.	Insert the definition of "Electricity Meter".
280.	Insert the definition of "Electricity Supplier".
281.	Insert the definition of "Electricity Supply Licence".
282.	Insert the definition of "Electronic Communication".
283.	Insert the definition of "Estimated Costs".
284.	Insert the definition of "Financial Year".
285.	Insert the definition of "Fuel Security Code".
286.	Insert the definition of "Generation Licence".
287.	Insert the definition of "Grid Code".
288.	Insert the definition of "Holding Company".
289.	Insert the definition of "Industry Codes".
290.	Insert the definition of "Information".
291.	Insert the definition of "Interconnector".
292.	Insert the definition of "Interconnector Licence".
293.	Insert the definition of "Last Resort Supply Direction".
294.	Insert the definition of "Last Resort Supply Payment".
295.	Insert the definition of "Licensed Distributor".
296.	Insert the definition of "Licensed Distributor's Enquiry Service".
297.	Insert the definition of "Marketing Activities".
298.	Insert the definition of "Master Registration Agreement".
299.	Insert the definition of "Metering Equipment".
300.	Insert the definition of "Multi-Site Contract".
301.	Insert the definition of "Non-Domestic Customer".

MODIFICATION NUMBER	MODIFICATION (INSERTIONS)
302.	Insert the definition of “Non-Domestic Premises”.
303.	Insert the definition of “Non-Domestic Supply Contract”.
304.	Insert the definition of “Non-Half-Hourly Meter”.
305.	Insert the definition of “Notice”.
306.	Insert the definition of “Participating Interest”.
307.	Insert the definition of “Pensionable Age”.
308.	Insert the definition of “Principal Terms”.
309.	Insert the definition of “Priority Services Register”.
310.	Insert the definition of “Proposed Supplier Transfer”.
311.	Insert the definition of “Protocol”.
312.	Insert the definition of “Public Electronic Communications Network”.
313.	Insert the definition of “Related Metering Points”.
314.	Insert the definition of “Relevant Distributor”.
315.	Insert the definition of “Relevant Electricity Supplier”.
316.	Insert the definition of “Relevant Proportion”.
317.	Insert the definition of “Representative”.
318.	Insert the definition of “Section B”.
319.	Insert the definition of “Security Deposit”.
320.	Insert the definition of “Subsidiary”.
321.	Insert the definition of “Supply Number”.
322.	Insert the definition of “Supply Services Area”.
323.	Insert the definition of “Supply Start Date”.
324.	Insert the definition of “Termination Fee”.
325.	Insert the definition of “Transmission Licence”.
326.	Insert the definition of “Undertaking”.
327.	Insert the definition of “Website”.
328.	Insert the definition of “Winter”.
329.	Insert the definition of “Working Day”.
330.	Insert the definition of “Writing”.
331.	Insert condition 2 (Interpretation of standard conditions) of the new SCs.

MODIFICATION NUMBER	MODIFICATION (INSERTIONS)
332.	Insert condition 3 (Application of Section B of standard conditions) of the new SCs.
333.	Insert condition 4 (Licensee's payments to Authority) of the new SCs.
334.	Insert condition 5 (Provision of Information to Authority) of the new SCs.
335.	Insert condition 6 (Classification of premises) of the new SCs.
336.	Insert heading, "Standard conditions 7 to 10: Continuity of supply".
337.	Insert heading, "Condition 7. Terms of Contracts and Deemed Contracts".
338.	Insert conditions 7.1 and 7.2 (Termination of Contracts and Deemed Contracts); and condition 7.5 (Continuity and termination of Deemed Contracts) of the new SCs.
339.	Insert conditions 7.3 and 7.4 (Terms of Deemed Contracts must not be unduly onerous) of the new SCs.
340.	Insert condition 7.6 of the new SCs.
341.	Insert conditions 7.7 and 7.8 (Information for Customers about Deemed Contracts) of the new SCs.
342.	Insert condition 7.9 (Calculation of consumption under Deemed Contracts) of the new SCs.
343.	Insert condition 7.10 (Effect of Last Resort Supply Direction on Deemed Contracts) of the new SCs.
344.	Insert condition 8 (Obligations under Last Resort Supply Direction) of the new SCs.
345.	Insert condition 9 (Claims for Last Resort Supply Payment) of the new SCs.
346.	Insert condition 10 (Restriction or revocation of licence) of the new SCs.
347.	Insert heading, "Standard conditions 11 to 19: Industry activities and procedures".
348.	Insert heading, "Condition 11. Compliance with codes".
349.	Insert conditions 11.1 to 11.4 (Industry Codes) of the new SCs.
350.	Insert conditions 11.5 and 11.6 (Fuel Security Code) of the new SCs.
351.	Insert heading, "Condition 12. Matters relating to Electricity Meters".
352.	Insert condition 12.1 (Detection and prevention of electricity theft) of the new SCs.
353.	Insert conditions 12.2 and 12.3 (Apparatus on Customer's side of Non-Half-Hourly Meter) of the new SCs.
354.	Insert conditions 12.4 to 12.7 (Services for prepayment meters using tokens) of

MODIFICATION NUMBER	MODIFICATION (INSERTIONS)
	the new SCs.
355.	Insert conditions 12.8 to 12.13 (Services for prepayment meters using cards) of the new SCs.
356.	Insert conditions 12.14 to 12.16 (Inspection of Electricity Meters) of the new SCs.
357.	Insert condition 13 (Arrangements for site access) of the new SCs.
358.	Insert: <ul style="list-style-type: none"> (a) the heading, “Condition 14. Customer transfer blocking”; (b) condition 14.1 (General prohibition) of the new SCs; (c) conditions 14.2 and 14.3 (Non-Domestic Customer transfer blocking) of the new SCs; and (d) conditions 14.4 to 14.5(a) and 14.6 to 14.8 (Domestic Customer transfer blocking) of the new SCs.
359.	Insert condition 14.5(b) of the new SCs.
360.	Insert condition 15 (Assistance for areas with high distribution costs scheme: payments to System Operator) of the new SCs.
361.	Insert: “Conditions 16 to 19 Not used”.
362.	Insert heading, “Standard conditions 20 and 21: Information for all Customers”.
363.	Insert heading, “Condition 20. Enquiry service and Supply Number”.
364.	Insert conditions 20.1 to 20.3 (Licensed Distributor’s Enquiry Service) of the new SCs.
365.	Insert condition 20.4 (Supply Number) of the new SCs.
366.	Insert condition 21 (Fuel mix disclosure arrangements) of the new SCs.
367.	Insert: <ul style="list-style-type: none"> (a) the heading, “SECTION B: STANDARD CONDITIONS FOR DOMESTIC SUPPLIERS”; and (b) the heading, “Standard conditions 22 to 24: Regulation of Domestic Supply Contracts”.
368.	Insert heading, “Condition 22. Duty to offer and supply under Domestic Supply Contract”.
369.	Insert conditions 22.1 to 22.4 (Licensee’s obligations) of the new SCs.
370.	Insert condition 22.5 of the new SCs.
371.	Insert condition 22.6 (Exceptions to licensee’s obligations) of the new SCs.

MODIFICATION NUMBER	MODIFICATION (INSERTIONS)
372.	Insert condition 22.7 (Provision of Domestic Supply Contracts) of the new SCs.
373.	Insert heading, "Condition 23. Notification of Domestic Supply Contract terms".
374.	Insert condition 23.1 (Notification of Principal Terms) of the new SCs.
375.	Insert condition 23.2 (Notification before Domestic Supply Contract ends) of the new SCs.
376.	Insert conditions 23.3 to 23.7 (Notification of unilateral variation) of the new SCs.
377.	Insert heading, "Condition 24. Termination of Domestic Supply Contracts".
378.	Insert conditions 24.1 and 24.2 (End of ownership or occupation) of the new SCs.
379.	Insert conditions 24.3 and 24.4. (Termination Fees) of the new SCs.
380.	Insert condition 24.5 (Application of this condition) of the new SCs.
381.	Insert the heading, "Standard conditions 25 to 30: Domestic Customer protection" of the new SCs.
382.	Insert condition 25 (Marketing electricity to Domestic Customers) of the new SCs.
383.	Insert condition 26 (Services for specific Domestic Customer groups) of the new SCs.
384.	Insert heading, "Condition 27. Payments, Security Deposits and Disconnections".
385.	Insert conditions 27.1 and 27.2 (Payment methods under Domestic Supply Contract) of the new SCs.
386.	Insert conditions 27.3 and 27.4 (Security Deposits) of the new SCs.
387.	Insert conditions 27.5 to 27.8 (Customers in payment difficulty); conditions 27.9 to 27.11 (Disconnection for unpaid charges); and condition 27.12 (Provision of information) of the new SCs.
388.	Insert heading, "Condition 28. Prepayment meters".
389.	Insert conditions 28.1 (Information about prepayment meters); and 28.3 (Provision of information) of the new SCs.
390.	Insert condition 28.2 (Resetting of prepayment meters) of the new SCs.
391.	Insert: "Conditions 29 to 30 Not used".
392.	Insert heading, "Standard conditions 31 and 32: Domestic Customer information".

MODIFICATION NUMBER	MODIFICATION (INSERTIONS)
393.	Insert heading, "Condition 31. General information for Domestic Customers".
394.	Insert condition 31.1 (Information about Consumer Council) of the new SCs.
395.	Insert conditions 31.2 and 31.3 (Information about efficient use of electricity) of the new SCs.
396.	Insert conditions 31.4 and 31.5 (Procedure to deal with complaints) of the new SCs.
397.	Insert condition 32 (Reporting on performance) of the new SCs.

SCHEDULE 2

Gas and Electricity Markets Authority

ELECTRICITY ACT 1989

**Standard conditions of
electricity supply licence**

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**SECTION A: STANDARD CONDITIONS
FOR ALL SUPPLIERS**

**Standard conditions 1 to 6:
General arrangements**

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 the defined words and expressions used in standard condition 15 (Assistance for areas with high distribution costs scheme: payments to System Operator) 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:

Act	means the Electricity Act 1989;
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: <ul style="list-style-type: none">(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;
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 generate, participate in the transmission of, distribute or supply electricity or participate in the operation of an Interconnector 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 standard condition C3 (Balancing and Settlement Code (BSC)) of the Transmission Licence;
Bill	means an invoice or a demand for payment or any other instrument of the same or similar character and purpose;
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 any charges made for the provision of an Electricity Meter;
Competition Commission	means the body of that name established by section 45 of the Competition Act 1998;
Connection and Use of System Code	means the Connection and Use of System Code provided for in standard condition C10 (Connection and Use of System Code (CUSC)) of the Transmission 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;
Consumer Council	means the Gas and Electricity Consumer Council established under section 2 of the Utilities Act 2000;
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;
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;
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;

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;
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;
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;
Electronic Communication	means a message comprising text or an image of text that: <ul style="list-style-type: none"> (a) is sent over a Public Electronic Communications Network; (b) can be stored in that network or in the recipient's terminal equipment until it is collected by the recipient; and (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;
Estimated Costs	means costs estimated by the Authority as likely to have been the costs incurred by the Competition Commission in connection with references to it in respect of this licence or any other licence granted under the Act or the Gas Act 1986, such estimate having regard to any views of the Competition Commission;
Financial Year	means a period of 12 months beginning on 1 April each year and ending on 31 March of the next calendar year;
Fuel Security Code	means the Fuel Security Code designated by the Secretary of State;
Generation Licence	means a generation licence granted or treated as granted under section 6(1)(a) of the Act;
Grid Code	means the Grid Code provided for in standard condition C14 (Grid Code) of the Transmission Licence;
Holding Company	means a holding company within the meaning of sections 736, 736A and 736B of the Companies Act 1985;
Industry Codes	means any and all of the following: <ul style="list-style-type: none"> (a) the Balancing and Settlement Code; (b) the Connection and Use of System Code; (c) the Distribution Code; (d) the Distribution Connection and Use of System Agreement;

- (e) the Grid Code; and
- (f) the Master Registration Agreement;

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;
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;
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 to compensate for any additional costs it incurs 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: <ul style="list-style-type: none"> (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 (b) 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;
Marketing Activities	means any activities of the licensee, except communicating with Domestic Customers by telephone, that 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 except during a telephone conversation;
Master Registration Agreement	means the agreement of that name referred to and providing for such matters as are set out in standard condition 37 (Metering Point Administration Service and the Master Registration Agreement) of the Distribution Licence;
Metering Equipment	means an Electricity Meter and any associated equipment which materially affects the operation of that meter;
Multi-Site Contract	has the meaning given in and is to be interpreted in accordance with standard condition 6 (Classification of premises);
Non-Domestic Customer	means a Customer who is not a Domestic Customer;
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-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;
Notice	means notice given directly to a person in Writing;
Participating Interest	has the meaning given by section 260 of the Companies Act 1985;
Pensionable Age	means, in relation to any person, pensionable age within the meaning given by section 48(2B) of the Gas Act 1986;
Principal Terms	means, in respect of any form of Contract or Deemed Contract, the terms that relate to: <ul style="list-style-type: none"> (a) Charges for the Supply of Electricity; (b) any requirement to pay Charges for the Supply of Electricity through a prepayment meter; (c) any requirement for a Security Deposit;

- (d) the duration of the Contract or Deemed Contract;
- (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;

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);
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 Master Registration Agreement by which Charges for the Supply of Electricity 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;
Related Metering Points	has the meaning given in clause 1.1 of the Master Registration Agreement;
Relevant Distributor	in relation to any premises, means, except in standard condition 15 (Assistance for areas with high distribution costs scheme: payments to System Operator), the Licensed Distributor to whose Distribution System those premises are connected and in whose licence Section C has effect;
Relevant Electricity Supplier	in relation to any premises, means the Electricity Supplier that is supplying electricity to the premises;
Relevant Proportion	means the proportion of the costs attributable to either the Authority or the licensee in accordance with any direction issued by the Competition Commission under section 177(3) of the Energy Act 2004 or, in the absence of such

	direction, zero;
Representative	in relation to the licensee, means any person directly or indirectly authorised to represent the licensee in its dealings with Customers;
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 for the Supply of Electricity;
Subsidiary	means a subsidiary within the meaning of sections 736, 736A and 736B of the Companies Act 1985;
Supply Number	means a number relevant to the registration of a Customer that is prescribed by the Master Registration Agreement;
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;
Supply Start Date	has the meaning given in clause 1.1 of the Master Registration Agreement;
Termination Fee	means any sum of money or other compensation (whether financial or not) which might be demanded of a Customer solely because his Domestic Supply Contract or Deemed Contract has ended;
Transmission Licence	means a transmission licence granted or treated as granted under section 6(1)(b) of the Act;
Undertaking	has the meaning given in section 259 of the Companies Act 1985;
Website	means a website controlled and used by the licensee to communicate with a Customer for reasons relating to the supply of electricity;
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.

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.
- 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) a provision of the conditions of the Transmission Licence; or
 - (e) a provision of the conditions of the Interconnector 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.

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.

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. Licensee's payments to Authority

- 4.1 In respect of each Financial Year at the beginning of which the licensee holds this licence, the licensee must pay to the Authority the total of:
- (a) an amount which is the Relevant Proportion of the Estimated Costs incurred by the Competition Commission in the previous Financial Year in connection with any reference made to it in respect of this licence or any other licence granted under the Act or the Gas Act 1986; and
 - (b) an amount which is the Relevant Proportion of the difference (being a positive or negative amount), if any, between:
 - (i) any costs estimated by the Authority in the previous Financial Year under sub-paragraph 4.1(a); and
 - (ii) the actual costs of the Competition Commission in connection with references of the type referred to in sub-paragraph 4.1(a) for the Financial Year before the previous Financial Year.
- 4.2 The amount determined in accordance with paragraph 4.1 must be paid by the licensee to the Authority in one instalment:
- (a) by 31 October in each year, if the Authority gives the licensee Notice of the amount of that instalment by 1 October in the year; or
 - (b) if the Authority does not give the licensee Notice of the amount of that instalment by 1 October in the year, within 30 days after the date on which the Authority gives that Notice to the licensee.
- 4.3 If the licensee does not pay the amount determined in accordance with paragraph 4.1 within 30 days after the relevant payment date referred to in paragraph 4.2, it must with effect from that date pay simple interest on the amount:
- (a) at the rate which is from time to time equivalent to the base rate of NatWest Bank plc; or
 - (b) if there is no rate equivalent to the base rate of NatWest Bank plc, the base rate of an equivalent institution designated by the Authority for this purpose.

Condition 5. Provision of Information to Authority

- 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, 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:
- (a) the Information is required by the Authority to enable it to perform its functions under section 47 of the Act; or
 - (b) 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.

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.

**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.

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:
- (a) 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.

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.

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 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; and
 - (b) stop having effect on and from a date, specified in the Last Resort Supply Direction, that is up to six months after the date on which the direction has effect.

Licensee’s obligations

- 8.3 The licensee must comply with a Last Resort Supply Direction.
- 8.4 But the licensee 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 6(a) and (b) of standard condition 22 (Duty to offer and supply under Domestic Supply Contract).
- 8.5 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; and
- (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.

Charges under Last Resort Supply Direction

- 8.6 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.
- 8.7 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 a claim for a Last Resort Supply Payment, under standard condition 48 (Last Resort Supply: Payment Claims) of the Distribution Licence, from each Relevant Distributor in whose Distribution Services Area there were premises supplied by the licensee under the Last Resort Supply Direction.
- 9.2 The licensee must not make a claim for a Last Resort Supply Payment if 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 six months 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:
- (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,

are greater than:
 - (b) the total amounts recovered by the licensee through Charges for the Supply of Electricity to premises under the Last Resort Supply Direction (after taking all reasonable steps to recover such charges).
- 9.5 If the Authority considers it appropriate in all the circumstances of the case for the licensee to make the claim notified to it in accordance with paragraph 9.3, the Authority will give its consent to the licensee.
- 9.6 Within three months after it has been notified of the claim in accordance with paragraph 9.3, the Authority may determine that an amount other than the one calculated by the licensee is a more accurate calculation of the relevant amount.

- 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.

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.
- 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.

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 The licensee must give the Authority any Information that it reasonably requests about the licensee's compliance with paragraph 10.1 as soon as reasonably practicable after receiving a request.
- 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 procedures**

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 The licensee must be a party to and comply with:

- (a) the Master Registration Agreement;
- (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.

11.3 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.

11.4 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

11.5 The licensee must comply with the Fuel Security Code.

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

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 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.

Inspection of Electricity Meters

- 12.14 Unless the Authority otherwise consents, the licensee must take all reasonable steps to ensure that it inspects, at least once every two years, any Non-Half-Hourly Meter in respect of premises at which it has at all times during that period been the Relevant Electricity Supplier.
- 12.15 An inspection under paragraph 12.14 must be carried out by a person possessing appropriate skill and experience.
- 12.16 An inspection under paragraph 12.14 must include:

- (a) taking a meter reading; and
- (b) a visual inspection of any Metering Equipment for the purpose of assessing whether:
 - (i) there has been damage to the Metering Equipment or to any electrical plant or electric line;
 - (ii) there has been interference with the Non-Half-Hourly Meter to alter its register or prevent it from duly registering the quantity of electricity supplied; or
 - (iii) the Non-Half-Hourly Meter has deteriorated in any way that might affect its safety or proper functioning.

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 must not make a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer except in accordance with the provisions of this condition.

Non-Domestic Customer transfer blocking

- 14.2 The licensee may make a request in accordance with the Master Registration Agreement 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) a provision of its Contract with that customer for the supply of electricity to the premises allows the licensee to prevent the Proposed Supplier Transfer;
 - (b) the Electricity Supplier that initiated the Proposed Supplier Transfer has agreed with the licensee that the transfer was initiated in error; or
 - (c) the Proposed Supplier Transfer relates to a Related Metering Point and the proposed new Electricity Supplier has not applied to transfer all the Related Metering Points on the same Working Day for the same Supply Start Date.
- 14.3 If the licensee makes a request in accordance with the Master Registration Agreement 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 Master Registration Agreement 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) the customer has not paid Charges for the Supply of Electricity to the premises or any other premises previously owned or occupied by him which are due to the licensee, have been demanded in writing, have not been paid within 28 days after the demand was made and continue to be unpaid;

- (b) the Electricity Supplier that initiated the Proposed Supplier Transfer has agreed with the licensee that the transfer was initiated in error;
- (c) the customer informs the licensee that he has not entered into a Contract with the proposed new Electricity Supplier and asks the licensee to prevent the Proposed Supplier Transfer from taking place;
- (d) the customer is bound by the provisions of a Contract with the licensee for the supply of electricity to the premises which will not end on or before the date of the Proposed Supplier Transfer and that Contract is of a kind specified in a direction issued by the Authority; or
- (e) the Proposed Supply Transfer relates to a Related Metering Point and the proposed new Electricity Supplier has not applied to transfer all the Related Metering Points on the same Working Day for the same Supply Start Date.

14.5 Sub-paragraph 14.4(a) does not apply if the 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 for the Supply of Electricity to the premises 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 premises, has not taken all reasonable steps to reset the meter within a reasonable period of time after that increase has effect to take account of the increase and the charges that have not been paid (which may have accumulated over time) relate only to the increase and are equal to all or part of it.

14.6 If the licensee makes a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer of a 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.

14.7 If sub-paragraph 14.4(c) applies and the licensee has agreed to prevent a Proposed Supplier Transfer at the Domestic Customer's request, the licensee must:

- (a) keep evidence of that request and of the reasons for it for at least 12 months after the request is made; and

- (b) inform the proposed new Electricity Supplier:
 - (i) that the objection has been raised at the customer's request; and
 - (ii) of the reason given by the customer for making the request,as soon as reasonably practicable after the licensee makes the request to prevent the transfer.

14.8 Sub-paragraph 14.4(d) will stop having effect on and from 1 April 2008 unless, before that date, the Authority issues a direction providing that the sub-paragraph will continue to have effect for a further period of time.

Condition 15. Assistance for areas with high distribution costs scheme: payments to System Operator

- 15.1 This condition sets out the obligations of the licensee in relation to payments to be made to the System Operator 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 an Energy Administration Order to a Protected Energy Company.
- 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), the provisions of Chapter 3 of Part 3 of the Energy Act 2004.

Licensee's duty to pay

- 15.3 In accordance with paragraph 15.1, the licensee must pay to the System Operator:
- (a) the sums resulting from the pence per kWh tariff specified in accordance with the terms set out in standard condition C21 (Assistance for areas with high distribution costs scheme: payments from authorised suppliers) (for this condition only, "standard condition C21") of the Transmission Licence; and
 - (b) where applicable, such additional sums as result from any modification of those charges made pursuant to standard condition C24 (Energy administration: GBSO shortfall contribution obligations) (for this condition only, "standard condition C24") of the Transmission 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 standard condition C21 of the Transmission Licence) by:
- (a) the date indicated in each invoice received by the licensee from the System Operator 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 System Operator.

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 System Operator an amount representing 8% above the Base Interest Rate of any payment not made to the System Operator 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 System Operator an amount representing the rate of interest applicable to any part of the amount to be raised by the System Operator that is specified in the Shortfall Direction and set out in the System Operator's notice given to the licensee under standard condition C24 of the Transmission Licence, 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 System Operator'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.

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

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

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 C24 of the Transmission Licence.

Specified Area means the area specified in the Energy Act 2004 (Assistance for Areas with High Distribution Costs) Order 2005.

System Operator means the holder, from time to time, of a Transmission Licence.

Transmission Licence means a licence granted, or treated as granted, under section 6(1)(b) of the Act and in which Section C of the standard conditions of that licence has effect.

Conditions 16 to 19

Not used

**Standard conditions 20 and 21:
Information for all Customers**

Condition 20. Enquiry service and Supply Number

Licensed Distributor's Enquiry Service

- 20.1 The licensee must keep each of its 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 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;
 - (b) providing the information referred to in that paragraph to each Customer on each Bill or statement of account sent to a 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 him; and
 - (c) providing the information referred to in that paragraph to a Customer as soon as reasonably practicable after he requests it.
- 20.3 The licensee must take all reasonable steps to inform each of its 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 Customers of his Supply Number:
- (a) on each Bill or statement of account sent to a Customer in relation to Charges for the Supply of Electricity; or
 - (b) annually if the licensee has not sent such a Bill or statement of account to him.

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 CO₂ 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.

Information for Authority

21.14 The licensee must give the Authority any Information that the Authority reasonably requests for the purpose of establishing whether the licensee is or has been in compliance with its obligations under this condition.

Definitions for condition

21.15 For the purposes of this condition:

Authority means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000.

Bill means an invoice or demand for payment or any other instrument of the same or similar character and purpose.

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.

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.

Other Energy Source means an Energy Source other than coal, gas, a nuclear source or a Renewable Energy Source.

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.

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.

**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 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

- 22.6 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) 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; or

- (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).

Provision of Domestic Supply Contracts

- 22.7 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.

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, the licensee must take all reasonable steps to bring the Principal Terms of that contract to the attention of that customer.

Notification before Domestic Supply Contract ends

- 23.2 On or about 30 Working Days before a Domestic Supply Contract is due to end, the licensee must inform the Domestic Customer (who is party to that contract) in Writing of the Principal Terms of the Deemed Contract that will apply after the Domestic Supply Contract ends if he does not enter into a new Domestic Supply Contract.

Notification of unilateral variation

- 23.3 If, in accordance with the terms of a Domestic Supply Contract with a Domestic Customer, the licensee unilaterally varies a term of the contract:
- (a) to increase the Charges for the Supply of Electricity to a Domestic Premises; or
 - (b) in any other way that is to the significant disadvantage of the customer,
- the licensee must give Notice of that variation to the customer in accordance with paragraph 23.4.
- 23.4 The Notice referred to in paragraph 23.3 must:
- (a) have been given before the end of 65 Working Days after the date on which the variation has effect;
 - (b) inform the Domestic Customer that he may end the Domestic Supply Contract if the variation is unacceptable to him; and
 - (c) explain the effect of paragraph 23.5.
- 23.5 If the Domestic Customer notifies the licensee after he becomes aware (by any means) of the variation but no later than 10 Working Days after the date on which he receives Notice given under paragraph 23.3 that he is ending the Domestic Supply Contract, the licensee must treat that variation as ineffective and neither enforce nor take advantage of it.
- 23.6 Paragraph 23.5 only binds the licensee if, no later than 15 Working Days after the Domestic Customer has notified the licensee in accordance with that paragraph, the licensee receives Notice under the Master Registration Agreement that another

Electricity Supplier will begin to supply the customer's Domestic Premises within a reasonable period of time after the date on which that Notice has been given.

- 23.7 The licensee is not required to comply with paragraph 23.3 to such extent as the Authority may 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, the Domestic Customer is liable for the supply of electricity to the Domestic Premises until the date on which that contract ends.

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; or
 - (c) the licensee gives Notice of a unilateral variation of a term of the contract in accordance with paragraph 3 of standard condition 23 (Notification of Domestic Supply Contract terms) and paragraph 5 of that condition binds the licensee.
- 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.

**Standard conditions 25 to 30:
Domestic Customer protection**

Condition 25. Marketing electricity to Domestic Customers

Staff selection and training

25.1 The licensee must:

- (a) set up appropriate procedures for the selection of staff employed or engaged in roles the principal duties of which involve oral communication with Domestic Customers for the purpose of its Marketing Activities;
- (b) take all reasonable steps to ensure that each such person is trained so as to have a sufficient understanding of:
 - (i) the arrangements for competition in the supply of electricity to Domestic Premises in Great Britain; and
 - (ii) the Principal Terms of Domestic Supply Contracts made available by the licensee,

such that any relevant advice given by him to Domestic Customers is not misleading;

- (c) take all reasonable steps to ensure that:
 - (i) a Domestic Customer may readily identify the licensee whenever he is contacted by a Representative of the licensee;
 - (ii) if the Domestic Customer enters into an agreement, he will readily understand that he has done so; and
 - (iii) any unsolicited contact made on behalf of the licensee with any Domestic Customer takes place at a reasonable time; and
- (d) take all reasonable steps to ensure that each agent and sub-contractor of the licensee sets up procedures and takes steps equivalent to those set out at sub-paragraphs (a) to (c).

Contact with Domestic Customers after Contract

25.2 The licensee must comply with the requirements of paragraphs 25.3, 25.4 and 25.5 where a Domestic Supply Contract has been entered into by a Domestic Customer in the course of:

- (a) a visit to that customer's premises by a Representative of the licensee; or
- (b) a conversation, in a place to which the public have access, between a Representative of the licensee and a Domestic Customer.

- 25.3 Where a Domestic Supply Contract is entered into as a result of a visit or conversation of the kind mentioned in paragraph 25.2, the licensee must within a period of between 24 hours and 14 days after entering into the Domestic Supply Contract take all reasonable steps to contact the Domestic Customer, through a Representative of the licensee who is not engaged in activities leading to the making of Domestic Supply Contracts between the licensee and Domestic Customers, by telephone or in Writing to seek confirmation that the Domestic Customer:
- (a) understands that he has entered into a Domestic Supply Contract;
 - (b) is content to have entered into that contract; and
 - (c) is content with the way in which the Marketing Activities of the licensee were conducted.
- 25.4 Where, in the course of telephone contact or within a reasonable period after contact in Writing as required by paragraph 25.3, the Domestic Customer indicates that he is not content to have entered into the Domestic Supply Contract and wishes to end it, the licensee must take all reasonable steps to ensure:
- (a) that the Domestic Supply Contract is ended; and
 - (b) where reasonably practicable, that the licensee does not begin a supply of electricity to the customer.
- 25.5 Where the response of a Domestic Customer, or the response of Domestic Customers generally, to contact as required by paragraph 25.3 suggests weaknesses in the methods, systems or personnel employed or engaged by the licensee or its agents or sub-contractors for the purpose of its Marketing Activities, the licensee must ensure that all reasonable steps to remedy the matter are taken.
- 25.6 Where, under any Domestic Supply Contract, electricity supply to the premises is to start at least 60 days after the date on which the contract is entered into, the licensee must take all reasonable steps between entering into the contract and beginning the supply to keep the Domestic Customer informed that he has entered into a Domestic Supply Contract with the licensee.

Compensation under complaint procedure

- 25.7 The complaint handling procedure required to be produced by the licensee under paragraph 4 of standard condition 31 (General information for Domestic Customers) must provide, in appropriate cases, for the payment of compensation to Domestic Customers adversely affected by the failure of the licensee to comply with its obligations under this condition.

Prohibition of advance payments

- 25.8 The licensee must neither enter into any commercial relations connected with the supply of electricity to Domestic Premises with any person who has sought payment in advance (other than a Security Deposit) from any Domestic Customer with a view to arranging a supply of electricity nor enter into a Domestic Supply Contract for the supply of electricity to any such customer made through the agency (either for the licensee or for any customer) of such a person.
- 25.9 Paragraph 25.8 does not apply where any payment in advance of the kind mentioned in that paragraph is sought wholly or mainly for a service, other than the service of arranging the supply of energy, and the Authority has approved of the disapplication of that paragraph.

Management arrangements

- 25.10 The licensee must take all reasonable steps:
- (a) to establish management arrangements that facilitate the licensee's compliance with its obligations under paragraphs 25.2 to 25.6; and
 - (b) to ensure that any agents and sub-contractors of the licensee take steps to establish equivalent arrangements.

Termination of condition

- 25.11 This condition will cease to have effect on 31 March 2008 (for this condition only, the "termination date") or on such later date (for this condition only, the "new termination date") as the Authority may specify in a Notice issued under paragraph 25.13.
- 25.12 The Authority may set a new termination date in relation to all or part of this condition where:
- (a) the Authority has consulted with all Electricity Suppliers in whose licences Section B of the standard conditions is effective, the Consumer Council and such other persons as the Authority considers are likely to be affected;
 - (b) the Authority has determined that the development of competition in the supply of electricity is such as to require the continuation of the condition, in whole or in part; and
 - (c) the new termination date is no more than two years after the termination date.
- 25.13 Where the Authority decides to set a new termination date, whether in relation to all or part of this condition, it must specify that date in a Notice which:

- (a) is published in such manner as the Authority thinks appropriate for the purpose of bringing it to the attention of persons likely to be affected; and
- (b) is copied to all Electricity Suppliers in whose licences Section B of the standard conditions is effective, the Consumer Council and the Secretary of State.

25.14 The Authority may set a new termination date on more than one occasion and, where it does so, such part of this condition as may be specified by it will apply as if the termination date was the last new termination date set by the Authority.

Condition 26. Services for specific Domestic Customer groups

Customers who are of Pensionable Age, disabled or chronically sick

- 26.1 If a Domestic Customer who is of Pensionable Age, disabled or chronically sick requests it and it is appropriate and reasonably practicable for the licensee to do so, the licensee must, free of charge:
- (a) agree a password with the customer that can be used by any person acting on the licensee's behalf or on behalf of the Relevant Distributor to enable that customer to identify that person;
 - (b) send each Bill or statement of account in relation to the supply of electricity to the customer's premises to any other person that the customer nominates, if that person agrees to receive them;
 - (c) if the customer informs the licensee that no person occupying his premises is able to read the Electricity Meter there, arrange to read that meter at least once each quarter and inform the customer of that reading; and
 - (d) if Charges for the Supply of Electricity are recovered through a prepayment meter and the customer cannot readily make payments through that meter because of infirmity, arrange to move that meter so that the customer can access it.

Blind, partially sighted, deaf or hearing-impaired customers

- 26.2 When asked to do so by, or by someone acting on behalf of, a blind or partially sighted Domestic Customer, the licensee must, by means that are readily accessible to such customers, provide information free of charge about any Bill or statement of account relating to the supply of electricity or any other service provided to the customer by the licensee.
- 26.3 The licensee must provide facilities, free of charge, which enable any Domestic Customer who:
- (a) is blind or partially sighted; or
 - (b) is deaf or hearing-impaired and in possession of appropriate equipment,
- to ask or complain about any Bill or statement of account relating to the supply of electricity or any other service provided to that customer by the licensee.

Duty to establish Priority Services Register

- 26.4 The licensee must establish and maintain a Priority Services Register which lists all of the licensee's Domestic Customers who:

- (a) are of Pensionable Age, disabled or chronically sick; and
- (b) have either:
 - (i) asked in person for their name to be added to the Priority Services Register; or
 - (ii) had a person ask on their behalf for their name to be added to it.

26.5 When a Domestic Customer's name is added to the Priority Services Register, that customer must be given, free of charge, advice and information on the services that are available to him under paragraphs 26.1 to 26.3 because of his age, disability or chronic sickness.

26.6 At least once each year, the licensee must take all reasonable steps to inform each of its Domestic Customers that the Priority Services Register exists and of how Domestic Customers who are of Pensionable Age, disabled or chronically sick may become listed on it.

Information to Relevant Distributor

26.7 The licensee must give the Relevant Distributor the following information insofar as it is relevant to the performance of that distributor's obligations under the Distribution Licence:

- (a) details relating to any person who has agreed a password with the licensee, including what that password is; and
- (b) details relating to any person who the licensee knows or has reason to believe requires advance notice of any interruption to the supply of electricity to his premises because of his chronic sickness or disability.

Provision of information

26.8 The licensee must:

- (a) prepare a statement that sets out, in plain and intelligible language, its obligations under this condition;
- (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 the statement on request and free of charge to any person.

Condition 27. Payments, Security Deposits and Disconnections

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 for the Supply of Electricity 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; 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 for the Supply of Electricity 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.

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:
- (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 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 for the Supply of Electricity.

27.6 The services referred to in paragraph 27.5 are:

- (a) the facility for a Domestic Customer to pay Charges for the Supply of Electricity:
 - (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 for the Supply of Electricity 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.

Disconnection for unpaid charges

27.9 The licensee must not Disconnect a Domestic Premises at which the Domestic Customer has not paid Charges for the Supply of Electricity 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).

27.10 The licensee must not Disconnect, in Winter, a Domestic Premises at which the Domestic Customer has not paid Charges for the Supply of Electricity 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 for the Supply of Electricity 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.

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 27.11;
- (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.

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 for the Supply of Electricity through a prepayment meter, the licensee must provide appropriate information to that customer about:
- (a) the advantages and disadvantages of a prepayment meter;
 - (b) where he may obtain information or assistance if:
 - (i) the prepayment meter is not operating effectively; or
 - (ii) any device used to allow the Charges for the Supply of Electricity to be paid through the prepayment meter is not operating effectively; and
 - (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.

Resetting of prepayment meters

- 28.2 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 for the Supply of Electricity 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

- 28.3 The licensee must:
- (a) prepare a statement that sets out, in plain and intelligible language, its obligations under this condition and includes the information referred to in paragraph 28.1;
 - (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 for the Supply of Electricity 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.

Conditions 29 to 30

Not used

**Standard conditions 31 and 32:
Domestic Customer information**

Condition 31. General information for Domestic Customers

Information about Consumer Council

31.1 The licensee must inform each of its Domestic Customers:

- (a) that the Consumer Council can assist in resolving complaints that the licensee has not resolved to the Domestic Customer's satisfaction; and
- (b) how to contact the Consumer Council,

by providing that information on or with each Bill or statement of account sent to each 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 him.

Information about efficient use of electricity

31.2 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 he uses the electricity supplied to his 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 he uses the electricity supplied to his 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.

31.3 The licensee must provide the information referred to in paragraph 31.2 to a Domestic Customer:

- (a) free of charge if he requests 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).

Procedure to deal with complaints

31.4 The licensee must produce a procedure that sets out, in plain and intelligible language, how it will deal with any complaint made by a Domestic Customer

about any of its activities relating to the supply of electricity and which provides for the award of compensation in the circumstances required by paragraph 7 of standard condition 25 (Marketing electricity to Domestic Customers).

- 31.5 The licensee must, in relation to the procedure required by paragraph 31.4:
- (a) publish that procedure on and make it readily accessible from its Website (if it has one);
 - (b) take all reasonable steps to inform each of its Domestic Customers, at least once each year, of the procedure and how to obtain a copy of it; and
 - (c) give a copy of that procedure on request and free of charge to any person.

Condition 32. Reporting on performance

- 32.1 The licensee must provide the Authority and the Consumer Council 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 the Consumer Council.

SCHEDULE 3

Correlation Table

This table identifies the provisions of the old standard licence conditions (SLCs) and the corresponding provisions in the new standard conditions.

For the avoidance of doubt, a new standard condition may deal with the same issue as the corresponding old SLC either in whole or in part; and the new standard condition may not necessarily deal with that issue in the same way as the old SLC.

In the second column a dash ("-") indicates that the old provision is not replaced.

OLD STANDARD LICENCE CONDITION (SLC)	NEW STANDARD CONDITION
SLC 1(1)	Conditions 1.1 to 1.3
SLC 1(2)	Condition 2.1
SLC 1(3)	Condition 2.4(a)
SLC 1(4)	-
SLC 1(5)	Condition 2.4.(b)
SLC 1(6)	Condition 2.5
SLC 1(7)	Condition 2.3
SLC 1(8)	-
SLC 1(9)	Condition 2.6
SLC 1(10)	Condition 1.3
SLC 1(11)	-
SLC 2	Condition 3
SLC 3	-
SLC 4	Conditions 4 and 1.3
SLC 5	Condition 11.1
SLC 6	Condition 11.1
SLC 7	-
SLC 7A	-
SLC 8	-
SLC 8A	-
SLC 8B	-
SLC 9	Conditions 11.2, 11.3 and 1.3

OLD STANDARD LICENCE CONDITION (SLC)	NEW STANDARD CONDITION
SLC 9A	Conditions 11.2, 11.3, 11.4 and 1.3
SLC 10(1)	Conditions 11.2
SLC 10(2)-(7)	-
SLC 10(8)	Condition 1.3
SLC 11	Condition 11.3
SLC 12	-
SLC 12A	-
SLC 12B	-
SLC 13	-
SLC 14(1)	Conditions 11.5, 11.6 and 11A(1)
SLC 14(2)	Condition 11A(2)
SLC 14(3)	Conditions 1.3 and 11A(3)
SLC 15(1)	Condition 20.1
SLC 15(2)	Condition 20.2
SLC 15(3)	Condition 20.3
SLC 16(1)	Condition 12.1
SLC 16(2) – (4)	-
SLC 17(1)	Condition 12.14
SLC 17(2)	Conditions 12.15 and 12.16
SLC 18	Conditions 12.2 and 12.3
SLC 19	Condition 5
SLC 20	Condition 11.2
SLC 21(1)	Condition 20.4
SLC 21(2)	Condition 1.3
SLC 21(3)	-
SLC 22	Condition 6
SLC 22A	Condition 10
SLC 23	-
SLC 24	Condition 13
SLC 25	Conditions 31.2 and 31.3
SLC 26	Condition 32
SLC 27(1) to (7)(a)	-

OLD STANDARD LICENCE CONDITION (SLC)	NEW STANDARD CONDITION
SLC 27(7)(b) and (c)	Conditions 13.2, 26.8, 27.12, 28.3, 31.3 and 31.5
SLC 27(8) and (9)	-
SLC 28(1)	-
SLC 28(2)	Condition 7.3
SLC 28(3)	Condition 7.4
SLC 28(4) and (5)	-
SLC 28(6)	Condition 7.8
SLC 28(7)	-
SLC 28(8)	Condition 7.7
SLC 28(9)	Conditions 7.1, 7.5 and 7.6
SLC 28(10)	-
SLC 28(11)	Condition 7.9
SLC 28(12)	Condition 7.10
SLC 29(1) and (2)	Condition 8.1
SLC 29(3)	Condition 8.2
SLC 29(4)	Condition 8.3
SLC 29(5)	Condition 8.4
SLC 29(6)	-
SLC 29(7)	Condition 8.5
SLC 29(8) to (10)	-
SLC 29(11)(a)	Condition 8.6
SLC 29(11)(b) and (12) to (15)	-
SLC 29(16)	Condition 8.7
SLC 29A	Condition 9
SLC 29B(1)	Condition 7.1
SLC 29B(2)	Condition 7.2
SLC 30	-
SLC 30A	Condition 21
SLC 30B	Condition 15
SLC 31	Condition 1.3
SLC 31A	-
SLC 31B	-

OLD STANDARD LICENCE CONDITION (SLC)	NEW STANDARD CONDITION
SLC 32(1)	Conditions 22.2 and 22.3
SLC 32(2)	Condition 22.6
SLC 32(3)	-
SLC 33	-
SLC 34	-
SLC 35	Conditions 27.5 to 27.9, 27.11 and 27.12
SLC 36	Condition 28
SLC 37	Conditions 26.1 and 26.4 to 26.7
SLC 38	Conditions 26.2, 26.3 and 26.8
SLC 39	Conditions 31.4 and 31.5
SLC 40(1) to (3)	-
SLC 40(4)	Condition 31.1
SLC 41	-
SLC 42(1)	Condition 1.3
SLC 42(2)	Condition 22.1
SLC 42(3)	Condition 22.4
SLC 42(4)	-
SLC 42(5)	Condition 22.4
SLC 42(6)	Condition 22.5
SLC 42 (7) and (8)	-
SLC 43(1) and (3)	Conditions 27.1 and 27.2
SLC 43(2), (4), (6) and (7)	-
SLC 43(5)	Condition 22.7
SLC 44(1)	Condition 23.1
SLC 44(2), (3) and (5)	-
SLC 44(4)	Condition 23.2
SLC 44(6) and (7)	Conditions 23.3 to 23.7
SLC 45(1)	Condition 27.3
SLC 45(2)	Condition 27.4
SLC 45(3) to (7)	-
SLC 46(1)(a), (2), (3), (4), (5), (6)(a), (6)(d) and (7) to (9)	-

OLD STANDARD LICENCE CONDITION (SLC)	NEW STANDARD CONDITION
SLC 46(1)(b), (6)(b) and (c)	Condition 24.3
SLC 47(1)	Condition 24.1
SLC 47(2)	Condition 24.2
SLC 47(4)(a)	Condition 24.5
SLC 47(3) and (4)(b) to (6)	-
SLC 48	Condition 25
SLC 49	-
SLC 50	-
SLC 51	-
SLC 52	-
SLC 52A	-
SLC 53	-
SLC 53A(1) and (2)	-
SLC 53A(3)	Conditions 12.5 and 12.9
SLC 53A(4) and (5)	-
SLC 53B(1) and (2)	-
SLC 53B(3)	Conditions 12.5 and 12.9
SLC 53B(4) to (6)	-
SLC 53B(7)	Conditions 12.6 and 12.10
SLC 53C	-
SLC 54	Conditions 12.7 and 12.11 to 12.13