



Promoting choice and value

for all gas and electricity customers

Draft domestic licence conditions for the Retail Market Review proposals

Consultation - supplementary appendices

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Overview:

The aim of the Retail Market Review (RMR) is to encourage and equip consumers to get the best deal from the energy market. We are looking to rebuild trust and confidence in the market so that more people are inclined to engage, and to put in place measures so that consumers are better able to choose the deal that suits them. A combination of the competitive pressure this creates and additional consumer protection we introduce should mean that the market better serves the interests of consumers.

The Retail Market Review – Updated domestic proposals consultation document sets out our updated RMR proposals for the domestic market, following our consultation in December 2011. This is a supplementary appendix to that document.

We have looked to make best use of our statutory powers to address the concerns we have about the domestic market. If, following consultation, we consider that our proposals do not have a realistic chance of addressing the concerns identified due to industry opposition or otherwise, we retain the option that we have flagged in our previous consultations of referring the market to the Competition Commission for a Market Investigation Reference.

These proposals represent an important development in the functioning of the retail market and it is important to allow stakeholders adequate time to present their views. Our deadline for responses to this consultation is 21 December 2012.

Context

Ofgem's principal objective is to protect the interests of both existing and future energy consumers. The RMR aims to make the market better at serving the interests of consumers and enable individuals to get a better deal from energy companies.

The proposals presented in this document cover seven policy areas, as well as a number of interrelated issues. We summarise their key elements below. Proposals for the non-domestic market are published in a separate consultation document.

In conjunction with this consultation document we also publish a further draft Impact Assessment on the proposals and the draft legal text for new and amended licence conditions. We have also published our latest consumer research undertaken to inform our findings.

The RMR has links with our Consumer Vulnerability Strategy¹, Smarter Markets Strategy² and our work on liquidity³. We are working to ensure our RMR proposals work in a complementary manner to these initiatives.

Alongside this document we are publishing our decision not to re-insert the undue discrimination licence condition (SLC 25A)⁴.

Associated documents

All documents are available at www.ofgem.gov.uk

- The Retail Market Review – Updated domestic proposals, Reference: 135/12, October 2012.
- Supplementary appendix to: The Retail Market Review – Updated domestic proposals, Reference: 135a/12, October 2012.
- The Retail Market Review – Draft Impact Assessment for the updated domestic proposals, Reference: 135b/12, October 2012.
- Ipsos MORI, Prompting engagement with and retention of written customer communications, Final report prepared for Ofgem, October 2012.

¹ For more information see the following link:

<http://www.ofgem.gov.uk/Sustainability/SocAction/Pages/SocAction.aspx>

² For more information see the following link:

<http://www.ofgem.gov.uk/Markets/sm/strategy/Pages/Strategy.aspx>

³ For more information see the following links:

<http://www.ofgem.gov.uk/Markets/WhlMkts/CompandEff/Pages/CompandEff.aspx> and

<http://www.ofgem.gov.uk/Markets/RetMkts/rmr/Pages/rmr.aspx>

⁴ Our decision letter will be published alongside this document, and will be placed at the following location:

<http://www.ofgem.gov.uk/Markets/RetMkts/rmr/Pages/rmr.aspx>

- SPA Future Thinking, Price Increase Notification Letters, Summary Box on Bills, Tariff Information Labels and Annual Statements, Report of consumer testing to support template development, October 2012.
- Ipsos MORI, Consumer views on Tariff Comparison Rates, Findings from the Ofgem Consumer First Panel Year 4 and new participants: Fourth workshops (held in August 2012), October 2012.
- SPA Future Thinking, Options for cheapest tariff messaging on customer communications; Report of qualitative research, September 2012.
- Insight Exchange, Consumer research and collaborative engagement on the proposed Standards of Conduct – Domestic Customers, September 2012.
- Ipsos MORI, Consumers' views of price comparison guides and tariff structures, September 2012.
- Ipsos MORI, Consumer engagement with the energy market, information needs and perceptions of Ofgem, Findings from the Ofgem Consumer First Panel Year 4: second workshops (held in March 2012), October 2012.
- Ipsos MORI, Customer Engagement with the Energy Market - Tracking Survey 2012, April 2012.
- The Standardised Element of Standard Tariffs under the Retail Market Review, February 2012, Reference: 11/12.
- Ipsos MORI, Ofgem Consumer First Panel Year 4, Findings from first workshops (held in October and November 2011), January 2012.
- The Retail Market Review: Domestic Proposals, December 2011, Reference: 116/11.
- The Retail Market Review: Draft Impact Assessment for Domestic Proposals, Supplementary Appendices, December 2011, Reference: 116A/11.
- The Retail Market Review – Non Domestic Proposals, November 2011, Reference: 157/11.
- The Retail Market Review – Draft Impact Assessment for Non Domestic Proposals, November 2011, Reference: 157A/11.
- Retail Market Review: Energy bills, annual statements and price rise notifications; advice on the use of layout and language. A Research Report For Ofgem, Lawes Consulting and Lawes Gadsby Semiotics, November 2011.
- Creative Research, Tariff Comparability Models, Volume 1 and 2 - Consumer qualitative research findings, October 2011.
- Ipsos MORI, Consumer reactions to varying tariff comparability models, Quantitative Research conducted for Ofgem, 18 October 2011.
- Ofgem's Retail Market Review – update and next steps (non-liquidity proposals), June 2011.

- Ofgem's Retail Market Review – update and next steps (liquidity proposals), June 2011.
- The Retail Market Review – Findings and Initial Proposals, March 2011, Reference: 34/11.
- Ofgem Consumer First Panel, Year 3 2010/11, Findings From The Second Set Of Workshops, Opinion Leader, March 2011.
- Ipsos MORI, Customer Engagement with the Energy Market – Tracking Survey, March 2011.
- FDS International, Vulnerable Customer Research, March 2011.
- Energy Supply Probe - Proposed Retail Market Remedies, August 2009, Reference: 99/09.
- Ipsos MORI, Report on the 2009 Consumer Conditions Survey Market research survey conducted for Consumer Focus, March/April 2009.
- Ofgem Consumer First Panel, Research Findings from the Second Events – Billing Information and Price Metrics, March 2009.
- Ofgem Consumer First Panel, Research findings from first event, January 2009.
- Energy Supply Probe - Initial Findings Report, October 2008, Reference: 140/08.

DRAFT DOMESTIC LICENCE CONDITIONS FOR RMR PROPOSALS

The purpose of this appendix is to provide stakeholders with an indication of how Ofgem envisages transposing the RMR proposals into licence conditions. However, whilst we have sought to provide as comprehensive licence condition drafting as possible, the licence conditions are intended to be working drafts and, as such, we would welcome comments from stakeholders and will be considering appropriate methods of seeking further engagement. The table below provides a summary of each licence condition (in numerical order) that would be modified or inserted in respect of the RMR proposals.

<u>Licence condition</u>	<u>Status</u>	<u>RMR proposals</u>
1	Amendments to existing definitions and new definitions added	All proposals using common definitions
7	Amendments/additions to existing condition	Information remedies Fixed term rules Tariff simplification
22A	New Condition	Tariff simplification – structure of tariffs
22B	New Condition	Tariff simplification – tariff cap etc
22C	New Condition	Fixed term rules Supplier Cheapest Tariff
23	Amendments/additions to existing condition	Information remedies Fixed term rules Supplier Cheapest Tariff
23A	New Condition	Information remedies Fixed term rules
24	Amendments/additions to existing condition	Fixed term rules Information remedies
25B	New Condition	Domestic Standards of Conduct

31A	Amendments/additions to existing condition	Information remedies Supplier Cheapest Tariff
31B	New Condition	Information remedies – Tariff information label
31C	New Condition	Information remedies – Tariff Comparison Rate

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New Standard Conditions

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3. New standard condition 22C – Fixed Term Supply Contracts
4. New standard condition 23A – Mutual variations
5. New standard condition 25B – Customer Objectives/Standards of Conduct
6. New standard condition 31B – Tariff Information Label
7. New standard condition 31C – Tariff Comparison Rate

Amendments to existing conditions (to implement our proposals, clarify policy intent or otherwise facilitate our proposals)

8. Amendments and additions to definitions in SLC 1
9. Amendments to SLC 7
10. Amendments to SLC 23
11. Amendments to SLC 24
12. Amendments to SLC 31A

1. New Standard Condition 22A

Standard Condition 22A. Unit Rate and Standing Charge requirements

22A.1 The licensee must only:

- (a) offer to supply a Domestic Customer on the basis of a Domestic Supply Contract which complies with Standard Condition 22A;
- (b) supply a Domestic Customer on the basis of Domestic Supply Contract or a Deemed Contract which complies with Standard Condition 22A.

22A.2 In respect of supplying [**electricity/gas**] to a Domestic Customer under a Deemed Contract or Domestic Supply Contract, the licensee must ensure that all Charges for Supply Activities are incorporated within:

- (a) where the Domestic Supply Contract or Deemed Contract is for a Non-Time of Use Tariff:
 - (i) a single Standing Charge; and/or
 - (ii) a single Unit Rate; and
- (b) where the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff:
 - (i) a single Standing Charge; and/or
 - (ii) Time of Use Rates.

22A.3 In relation to any Domestic Supply Contract and any Deemed Contract the licensee must ensure that:

- (a) unless the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff, the Charges for the Supply of [**Gas/Electricity**]:
 - (i) include a single Standing Charge;
 - (ii) include a single Unit Rate; and
 - (iii) do not include any other Unit Rate or Unit Rates;
- (b) where the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff, the Charges for the Supply of [**Gas/Electricity**]:
 - (i) include a single Standing Charge;
 - (ii) include Time of Use Rates; and

(iii) do not include any other Unit Rate or Unit Rates;

(c) without prejudice to the Tariff Comparison Rate, when the licensee or any Representative displays or communicates the Charges for the Supply of [Gas/Electricity] in any form each of the following are separately identified from each other and any other charges;

(i) a Standing Charge;

(ii) the Unit Rate or, where applicable, Time of Use Rates.

Definitions for condition

22A.4 In this condition:

“Charges for Supply Activities” means, excluding Separate Charges, any charges relating to activities that could reasonably be considered as being directly related to the supply of (gas /electricity) to premises, including (but not limited) to:

- (a) Customer billing;
- (b) meter reading and data processing; and
- (c) the provision of a [Gas Meter/Electricity Meter].

“Separate Charges” means (in so far as they are compatible with any relevant provisions of legislation, laws or other licence conditions):

- (a) charges levied on particular occasions in respect of matters related to the licensee’s statutory powers to Disconnect premises;
- (b) charges levied on particular occasions in relation to the licensee’s statutory powers in respect of rights of entry to premises;
- (c) charges levied on particular occasions in respect of:
 - (i) testing, installing, or repairing a meter; or
 - (ii) changing the position of a meter installed at premises;
- (d) charges levied on particular occasions in respect of making of a connection between premises and [a main of a Gas Transporter / a Distribution System of a Licensed Distributor]; and
- (e) a Termination Fee levied on a particular occasion;
- (f) fees levied on particular occasions for the late payment of bills;
- (g) charges levied on particular occasions in respect of providing replacement prepayment meter cards;

(h) charges levied on particular occasions in respect of providing additional copies of any documentation to a Domestic Customer;

(i) charges arising from telephone calls; and

(j) charges levied on particular occasions in respect of any matters specified in directions which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise.

2. New Standard Condition 22B

Standard Condition 22B. Restrictions on Tariff numbers and Tariff simplification

22B.1 The licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively and individually ensure) that at all times all of their Domestic Supply Contracts and Deemed Contracts collectively comply with the following requirements⁵:

- (a) the licensee must (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively and individually) only supply Domestic Premises on the basis of the Relevant Arrangements;
- (b) subject to paragraph 22B.2, in any Region, the licensee must not use (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually use) more than 4 Core Tariffs at any time in relation to the Relevant Arrangements;
- (c) in any Region, the licensee must not use (or, where there are any Affiliate Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually use) more than one Tariff Name for each Core Tariff at any time;
- (d) the licensee must only use (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively or individually only use) Live Evergreen Tariffs.

22B.2 Except for the purposes of paragraph 22B.3, sub-paragraph 22B.1(b) does not:

- (a) apply to an Expired Fixed Term Tariff;
- (b) apply to a single Collective Switching Tariff⁶; and/or
- (c) limit or otherwise affect the licensee's obligations under paragraphs 27.1 and 27.2 of Standard Condition 27 in respect of offering a wide choice of payment methods.

Treatment of Discounts

22B.3 Without prejudice to paragraph 22B.4, each Discount (including a Discount covered by the definition of Termination Fee) used by the licensee (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas]

⁵ Subject to consultation, it is envisaged that appropriate drafting may be included to exempt certain legacy and social tariffs from certain requirements. For further information on this topic, please see the tariff simplification chapter of the consultation document.

⁶ Subject to consultation, it is envisaged that appropriate drafting would be included to define Collective Switching Tariff in a manner which, subject to certain conditions, ensures it is excluded from the proposed ban on dead evergreen tariffs. Further information of this topic, please see the tariff simplification chapter of the consultation document.

Licensees) will be treated as a separate Core Tariff for the purposes of sub-paragraph 22B.1(b).

22B.4 The licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively and individually ensure) that each Discount (including a Discount covered by the definition of Termination Fee) used is:

- (a) in respect of each Discount (including a Discount covered by the definition of Termination Fee) which has a precise financial value, of a monetary amount that is continuously applied to a Domestic Customer's Tariff on a daily basis;
- (b) in respect of each Discount (including a Discount covered by the definition of Termination Fee) which has a precise financial value, of the same monetary amount throughout Great Britain;
- (c) not expressed as a percentage; and
- (d) in respect of each Discount (including a Discount covered by the definition of Termination Fee) which has a precise financial value, expressed as a monetary amount in either:
 - (i) pounds sterling per year; or
 - (ii) pence per kWh.

Treatment of Dual Fuel Discounts

22B.5 The licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively and individually ensure) that any Dual Fuel Discount is:

- (a) a Discount of a monetary amount that is continuously applied to a Domestic Customer's Tariff on a daily basis;
- (b) subject to the same terms and conditions throughout Great Britain;
- (c) of the same monetary amount throughout Great Britain;
- (d) not expressed as a percentage; and
- (e) only presented as a monetary amount in pounds sterling per year.

Treatment of adjustments for payment methods

22B.6 The licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively and individually ensure) that any differences in the Charges for Supply of [Gas/Electricity] as between payment methods:

- (a) comply with Standard Condition 27;
- (b) are of the same monetary amount throughout Great Britain; and

(c) are fully incorporated in:

(i) where the Domestic Supply Contract or Deemed Contract is for a Non-Time of Use Tariff, the Unit Rate or the Standing Charge; and

(ii) where the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff, any or all of the Time of Use Rates or the Standing Charge.

Treatment of bundles

22B.7 Each Tied Bundle used by the licensee (or, where there are any Affiliate **[Electricity/Gas]** Licensees, the licensee and any Affiliate **[Electricity/Gas]** Licensees) will be treated as a separate Core Tariff for the purposes of sub-paragraph 22B.1(b).

22B.8 The licensee must ensure (or, where there are any Affiliate **[Electricity/Gas]** Licensees, the licensee and any Affiliate **[Electricity/Gas]** Licensees must collectively and individually ensure) that, throughout Great Britain, each Opt-in Bundle and Opt-out Bundle:

(a) contains the same terms and conditions;

(b) is of the same monetary amount;

(c) is not expressed as a percentage; and

(d) is only presented as a monetary amount in pounds sterling per year.

Terms of Domestic Supply Contracts and Deemed Contracts

22B.9 The licensee must ensure that each Domestic Supply Contract and Deemed Contract contains terms and conditions which reflect the provisions of Standard Condition 22B.

22B.10 The licensee must not enforce or take advantage of any term of a Domestic Supply Contract or Deemed Contract if:

(a) the inclusion of that term is incompatible with Standard Condition 22B; or

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

Exception to compliance with condition

22B.11 The licensee is not required to comply with Standard Condition 22B to such extent and subject to such conditions as the Authority may from time to time direct.

Definitions for condition

22B.12 In this condition:

"Collective Switching Tariff" means [TBC]⁷

⁷ Subject to consultation, it is envisaged that appropriate drafting would be included to define Collective Switching Tariff in a manner which, subject to certain conditions, ensures it is excluded from the proposed ban

“Relevant Arrangements” means one of each Time of Use Arrangement and one Non-Time-of-Use Arrangement.

[Electricity version] “Time of Use Arrangement” means using an Electricity Meter on the basis of one of each of the following five contractual arrangements:

- (a) Economy 7;
- (b) Economy 10;
- (c) DTS; or
- (d) Other Time of Use.

[Gas version] “Time of Use Arrangement” means using a Gas Meter on the basis of an Other Time-of-Use contractual arrangement.

“Non Time of Use Arrangement” means using an [Electricity/Gas] Meter on the basis of contractual arrangements for Standard Credit and Prepayment.

on dead evergreen tariffs. For further information on this topic, please see the tariff simplification chapter of the consultation document.

Schedule to Standard Condition 22B

S22B.1 Subject to paragraphs S22B.2 and S22B.3, for the purposes of Standard Condition 22B, the definition of Tariff does not include terms and conditions (including, unless otherwise stated, charges) in respect of:

- (a) charges levied on particular occasions in respect of matters related to the licensee's statutory powers to Disconnect premises;
- (b) charges levied on particular occasions in relation to the licensee's statutory powers in respect of rights of entry to premises;
- (c) charges levied on particular occasions in respect of:
 - (i) testing, installing, or repairing a meter; or
 - (ii) changing the position of a meter installed at premises;
- (d) charges levied on particular occasions in respect of the making of a connection between premises and [a main of a Gas Transporter / a Distribution System of a Licensed Distributor];
- (e) a Termination Fee levied on a particular occasion;
- (f) fees levied on particular occasions for the late payment of bills;
- (g) charges levied on particular occasions in respect of providing replacement prepayment meter cards;
- (h) charges levied on particular occasions in respect of providing additional copies of any documentation to a Domestic Customer;
- (i) subject to paragraph 22B.3:
 - (i) a Dual Fuel Discount;
 - (ii) subject to paragraph 22B.4, a Bundled Product;
- (j) subject to paragraph 22B.6 different terms and conditions (including charges) that apply to different payment methods; and
- (k) charges levied on particular occasions in respect of any matters specified in directions which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise.

S22B.2 The references to particular charges or terms and conditions in S22B.1 is not to be treated as a requirement for the licensee to use such charges or terms and conditions and does not in any way authorise the licensee to use charges or terms and conditions which are incompatible with any relevant provisions of legislation, laws or other licence conditions.

S22B.3 The licensee must ensure that all charges referred to in paragraph S22B.1 are:

- (a) subject to the same terms and conditions throughout Great Britain;

- (b) of the same monetary amount throughout Great Britain;
- (c) not expressed as a percentage; and
- (d) expressed as a monetary amount in either:
 - (i) pounds sterling per year; or
 - (ii) pence per kWh.

3. New Standard Condition 22C

Standard Condition 22C. Fixed Term Supply Contracts

22C.1 Without prejudice to any Evergreen Supply Contract or Deemed Contract, the licensee and any Representative must only supply or offer to supply a Domestic Customer on the basis of a Fixed Term Supply Contract which complies with Standard Condition 22C.

Prohibition on further fixed term periods

22C.2 Without prejudice to paragraph 22C.5 of Standard Condition 22C and paragraph 24.9 of Standard Condition 24, the licensee must not extend in any way the duration of any fixed term period that applies to a Fixed Term Supply Contract.

Renewal of Fixed Term Supply Contracts

22C.3 The licensee must prepare a statement (hereafter referred to as a "Statement of Renewal Terms") which:

- (a) is set out in Writing;
- (b) is drafted in plain and intelligible language;
- (c) presents the information in:
 - (i) text of a colour which is readily distinguishable from the background medium; and
 - (ii) text of an equal size and prominence except that headings may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise;
- (d) is titled the "Statement of Renewal Terms"; and
- (e) without prejudice to Supplier and Customer Information and the Notice referred to in sub-paragraph 5(a), only contains the following information:
 - (i) the date the fixed term period of the existing Fixed Term Supply Contract is due to end;
 - (ii) a reminder that the Domestic Customer may wish to consider changing their [Electricity/Gas] Supplier;
 - (iii) information about where the Domestic Customer may obtain impartial advice and information about changing their [Electricity/Gas] Supplier;
 - (iv) a statement explaining that if the Domestic Customer does not change supplier or does not expressly agree a new Evergreen Supply Contract, a new Fixed Term Supply Contract or a further fixed term period for a Fixed Term Supply Contract by the date the fixed term period of the existing Fixed Term Supply Contract is due to end, the Domestic Customer will become subject to the Relevant Cheapest Evergreen Tariff;

- (v) the Principal Terms that currently apply to the Domestic Customer;
- (vi) the Principal Terms that would apply if the Domestic Customer becomes subject to the Relevant Cheapest Evergreen Tariff by virtue of paragraph 22C.7;
- (vii) the Principal Terms that would apply if the Domestic Customer agrees a further fixed term period for an existing Fixed Term Supply Contract;
- (viii) information about how and when the Domestic Customer may terminate their Fixed Term Supply Contract without being charged a Termination Fee and a statement explaining the effect of sub-paragraphs 9(a) to (d) of Standard Condition 24;
- (ix) the Domestic Customer's Estimated Annual Costs in the event that the Domestic Customer becomes subject to the Relevant Cheapest Evergreen Tariff by virtue of paragraph 22C.7;
- (x) the Domestic Customer's Relevant Cheapest Tariff information and Estimated Annual Savings;
- (xi) the Domestic Customer's Relevant Cheapest Tariff information and Estimated Annual Savings based on the Relevant Cheapest Evergreen Tariff;
- (xii) the Domestic Customer's Alternative Cheapest Tariff information and Estimated Annual Savings; and
- (xiii) the Domestic Customer's Alternative Cheapest Tariff information and Estimated Annual Savings based on the Relevant Cheapest Evergreen Tariff.

22C.4 The licensee must provide a Domestic Customer with a copy of the Statement of Renewal Terms which complies with paragraph 22C.3 on or about 42 days before the fixed term period of their Fixed Term Supply Contract is due to end.

22C.5 In relation to any Fixed Term Supply Contract, the licensee may only extend the duration of that Contract for a further fixed term period (with or without any changes to other terms and conditions, including the Charges for the Supply of [Gas/Electricity]) if:

(a) on or about 42 days before the fixed term period of an existing Fixed Term Supply Contract is due to end, the licensee has given the Domestic Customer a copy of the Statement of Renewal Terms which complies with paragraph 22C.3 and a Notice which:

- (i) is drafted in plain and intelligible language;
- (ii) presents the information using text of a colour which is readily distinguishable from the background medium;
- (iii) presents the information using text of an equal size and prominence except that headings may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise;
- (iv) informs the Domestic Customer that the licensee is seeking the Domestic Customer's express agreement in Writing to a further fixed term period with or without proposed changes to other terms and conditions (including the Charges for the Supply of [Gas/Electricity]);

(v) informs the Domestic Customer of the duration of the proposed further fixed term period and the nature, purpose and effect of any proposed changes to other terms and conditions (including the Charges for the Supply of [Gas/Electricity]);

(vi) informs the Domestic Customer they are under no obligation to agree to the proposed further fixed term period or any proposed changes to other terms and condition (including the Charges for the Supply of [Gas/Electricity]);and

(vii) without prejudice to Supplier and Customer Information and the Statement of Renewal Terms, does not include any other information.

(b) the Domestic Customer has expressly agreed in Writing to the proposed further fixed term period and, where applicable, any proposed changes to other terms and conditions (including the Charges for the Supply of [Gas/Electricity]) in response to the Notice given by the licensee in accordance with sub-paragraph 5(a);

(c) the duration of the further fixed term period is no longer than the duration of the fixed term period that currently applies to the existing Fixed Term Supply Contract; and

(d) by virtue of the extended duration of the further fixed term period and any changes to other terms and conditions (including the Charges for the Supply of [Gas/Electricity]), the Fixed Term Supply Contract becomes identical to a Tariff which is not an Expired Fixed Term Tariff.

Prohibition on termination fees for non compliance

22C.6 Where the licensee fails to comply with paragraphs 22C.2 to 22C.5 and extends the duration of an existing Fixed Term Supply Contract for a further fixed term period, the licensee may not charge or otherwise seek to enforce a Termination Fee in respect of that Domestic Supply Contract.

Continued supply after a fixed term period has expired

22C.7 Where a Domestic Customer does not change supplier or does not expressly agree a new Evergreen Supply Contract, a new Fixed Term Supply Contract or a further fixed term period for a Fixed Term Supply Contract by the date the fixed term period of an existing Fixed Term Supply Contract is due to end, the licensee must ensure that the terms of the Fixed Term Supply Contract provide that the Domestic Customer will become subject to the Relevant Cheapest Evergreen Tariff;

22C.8 Without prejudice to paragraph 22C.2 of this condition and paragraph 9 of Standard Condition 24, if at the end of any fixed term period the licensee continues to supply a Domestic Customer, it must do so on the basis of:

(a) the Relevant Cheapest Evergreen Tariff which is provided for by the terms of the Fixed Term Supply Contract in accordance with paragraph 22C.7;

(b) a new Evergreen Supply Contract which has been entered into with the express agreement of the Domestic Customer;

(c) a new Fixed Term Supply Contract which has been entered into with the express agreement of the Domestic Customer and which complies with Standard Condition 22C; or

(d) a further fixed term period in relation to an existing Fixed Term Supply Contract in circumstances where that Fixed Term Supply Contract and that further fixed term period complies with Standard Condition 22C.

Prohibition on increasing the Charges for the Supply of [Electricity/Gas] and other adverse unilateral variations

22C.9 Without prejudice to paragraph 22C.5, in relation to any Fixed Term Supply Contract, the licensee must not:

- (a) increase the Charges for the Supply of [Electricity/Gas]; or
- (b) unilaterally vary any other terms and conditions in any way which is to the disadvantage of a Domestic Customer.

Exception to compliance with condition

22C.10 The licensee is not required to comply with this condition to such extent and subject to such conditions as the Authority may from time to time direct.

22C.11 In respect of an increase in Charges for the Supply of [Electricity/Gas], the licensee is not required to comply with paragraph 22C.9 if:

- (a) all of the following requirements are satisfied:
 - (i) the Domestic Supply Contract provides that variations to the Charges for the Supply of [Electricity/Gas] will occur automatically only in a manner which is fully linked to fluctuations in a published and transparent stock exchange quotation or index or a financial market rate that the licensee does not control; and
 - (ii) the licensee has complied with paragraph 23.1 of Standard Condition 23; and
 - (iii) the method by which the Charges for the Supply of [Electricity/Gas] fluctuate automatically is set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language; and/or
- (b) all of the following requirements are satisfied:
 - (i) the Domestic Supply Contract expressly sets out in advance the precise variation or variations to the Charges for the Supply of [Electricity/Gas] which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to the licensee's discretion; and
 - (ii) the licensee has complied with paragraph 23.1 of Standard Condition 23; and
 - (iii) the precise variations to the Charges for the Supply of [Electricity/Gas] are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language.

Additional rules for Relevant Cheapest Tariff and Alternative Cheapest Tariff information

22C.12 Where the licensee provides a Domestic Customer with information about their Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff, the licensee must provide, in close proximity, a statement (in plain and intelligible language) to the effect that changing tariffs may involve changing to materially different terms and conditions.

22C.13 This paragraph applies where:

(a) the licensee only has one Tariff (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees only have one Tariff); and/or

(b) the Domestic Customer is already subject to the licensee's (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee's and any Affiliate [Electricity/Gas] Licensee's) Relevant Cheapest Tariff and/or Alternative Cheapest Tariff (as applicable).

22C.14 Where paragraph 13 applies, the licensee must provide a statement, in plain and intelligible language, to the effect that the Domestic Customer is already subject to the Relevant Cheapest Tariff and/or Alternative Cheapest Tariff (as applicable) and that they will be informed at least once a year if the position changes.

22C.15 Where the Domestic Customer is using a Prepayment Meter, instead of providing that Domestic Customer with information about their Alternative Cheapest Tariff, the licensee must provide a statement to the effect that a Domestic Customer with Outstanding Charges may be able to change their supplier by agreeing with a new [Electricity Supplier/Gas Supplier] that the Outstanding Charges may be assigned by the licensee in accordance with the Protocol.

Guidance

22B.16 The licensee must have regard to any guidance on Relevant Matters for SLC 22C which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise.

Terms of Fixed Term Supply Contracts

22C.17 The licensee must ensure that each Fixed Term Supply Contract contains terms and conditions which reflect and comply with the provisions of Standard Condition 22C.

22C.18 The licensee must not enforce or take advantage of any term of a Fixed Term Supply Contract if:

(a) the inclusion of that term is incompatible with Standard Condition 22C; or

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

Definitions for condition

22C.19 In this condition:

“Relevant Cheapest Evergreen Tariff” means, in comparison with each specific Domestic Customer’s Tariff, the cheapest Tariff available from the licensee (or, where there are any Affiliate Licensees, the licensee and any Affiliate Licensees) for that Domestic Customer based on their:

- (a) current payment method;
- (b) Annual Consumption Details;
- (c) current Relevant Meter Type; and
- (d) Relevant Account Management Arrangement.

“Relevant Matters for SLC 22C” means:

- (a) the format and/or display of any information which must be included in a Statement of Renewal Terms and the Notice referred to in sub-paragraph 5(a); and
- (b) the interpretation of Standard Condition 22C.

“Relevant Account Management Arrangement” means:

- (a) where the Domestic Customer is subject to Offline Account Management:
 - (i) Offline Account Management; or
- (b) where the Domestic Customer is subject to Online Account Management, either:
 - (i) Online Account Management; or
 - (ii) Offline Account Management;

“Supplier and Customer Information” means:

- (a) the name of the licensee and its contact details;
- (b) the name and address of the Domestic Customer;
- (c) other information used for the purposes of identifying the Domestic Customer;
and
- (d) the date of the Statement of Renewal Terms and the Notice referred to in sub-paragraph 5(a).

4. New Standard Condition 23A

New standard condition 23A – mutual variations

23A.1 This condition applies to any mutual variation or proposed mutual variation to the terms of a Domestic Supply Contract.

23A.2 Without prejudice to paragraph 22B.5 of Standard Condition 22B, the licensee may only agree a mutual variation to the terms (including the Charges for the Supply of [Gas/Electricity]) of a Domestic Supply Contract with a Domestic Customer if:

(a) the mutual variation does not relate to extending the duration of a Domestic Supply Contract or a fixed term period in any way;

(b) the licensee has given the Domestic Customer Notice of the proposed mutual variation and that Notice:

(i) is given at least 30 days in advance of the date the mutual variation is intended to take effect;

(ii) is drafted in plain and intelligible language;

(iii) presents the information in text of a colour which is readily distinguishable from the background medium;

(iv) presents the information in text of an equal size and prominence except that headings may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise;

(v) informs the Domestic Customer that the licensee is seeking to agree a mutual variation;

(vi) informs the Domestic Customer of the nature, purpose and effect of the proposed mutual variation;

(vi) informs the Domestic Customer in a prominent position that they are under no obligation to agree to the mutual variation; and

(vii) does not include any other information;

(c) the licensee has complied with paragraph 23.1 of standard condition 23;

(d) in response to the Notice given by the licensee in accordance with sub-paragraph 2(a), the Domestic Customer has contacted the licensee in Writing or by any other means and has expressly agreed to the mutual variation as part of that contact; and

(e) by virtue of the mutual variation the Tariff becomes identical to a Tariff which:

(i) is not an Expired Fixed Term Tariff; or

(ii) is one of the licensee's Live Evergreen Tariffs.

23A.3 Where a Domestic Customer has agreed to a mutual variation, the licensee must provide that customer with a Notice containing the following information in a prominent position and in plain and intelligible language within 5 Working Days (or must provide that information as soon as reasonably practicable thereafter):

- (a) a statement to the effect that the Domestic Customer has agreed to a mutual variation; and
- (b) an explanation of the effect of that mutual variation.

Terms of Domestic Supply Contracts

23A.4 The licensee must ensure that each Domestic Supply Contract contains terms and conditions which reflect the provisions of Standard Condition 23A.

23A.5 The licensee must not enforce or take advantage of any term of a Domestic Supply Contract if:

- (a) the inclusion of that term is incompatible with Standard Condition 23A; or
- (b) the enforcement or the taking advantage of that term would be so incompatible.

5. New standard condition 25B

Standard Condition 25B – Customer Objective and Standards of Conduct for supply activities

Application of standard condition

25B.1. Subject to paragraph 25B.7, standard condition 25B applies to all activities of the licensee and any Representative which involve, or otherwise relate to, dealings with a Domestic Customer.

Customer Objective

25B.2 The objective of this condition is for the licensee and any Representative to ensure that each Domestic Customer is treated fairly ('the Customer Objective').

25B.3 For the purposes of this condition, the licensee or any Representative would not be regarded as treating a Domestic Customer fairly if:

- (a) their actions or omissions significantly favour the interests of the licensee; and
- (b) give rise to a likelihood of detriment to the Domestic Customer.

Standards of Conduct

25B.4 The Standards of Conduct are that:

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

(b) the licensee and any Representative provide information (whether in Writing or orally) to each Domestic Customer which:

(i) is complete, accurate and not misleading (in terms of the information provided or omitted);

(ii) is communicated (and, if provided in Writing, drafted) in plain and intelligible language;

(iii) relates to products or services which are appropriate to the Domestic Customer to whom it is directed; and

(iv) is otherwise Fair both in terms of its content and in terms of how it is presented (with more important information being given appropriate prominence);

(c) the licensee and any Representative:

(i) make it easy for a Domestic Customer to contact the licensee,

(ii) act promptly and courteously to put things right when the licensee or any Representative make a mistake, and

(iii) otherwise ensure that customer service arrangements and processes are complete, thorough, fit for purpose and transparent.

Compliance with the Standards of Conduct

25B.5. The licensee must take all reasonable steps to achieve the Standards of Conduct and ensure that they are interpreted and applied in a manner consistent with the Customer Objective.

Exception to scope of condition

25B.6 Apart from any matters covered by the scope of Standard Condition 7, Standard condition 25B does not apply in respect of the amount or amounts of any Charges for the Supply of [Gas/Electricity] which are determined by the licensee.

Provision and publication of information

25B.7 The licensee must prepare and update annually information (hereafter referred to as the "Treating Customers Fairly Statement") which:

- (a) is set out in Writing;
- (b) uses a heading which clearly highlights that the information relates to how the licensee is seeking to treat customers fairly; and
- (c) includes the following information:
 - (i) the main actions taken and being taken by the licensee in line with the Customer Objective and Standards of Conduct; and
 - (ii) the service and treatment Domestic Customers can expect from the licensee and any Representative.

25B.8 If the licensee or any Affiliate [Gas/Electricity] Licensee has a Website, the licensee must publish the Treating Customers Fairly Statement on that Website in a position that is capable of easily being accessed by any person.

25B.9 If any person requests a copy of Treating Customers Fairly Statement, the licensee must provide a Written copy to that person free of charge as soon as reasonably practicable.

Definitions for condition

25B.10 For the purposes of this condition:

"Customer Objective" is to be interpreted in accordance with paragraph 2.

"Fair" and cognate expressions are to be interpreted in accordance with paragraph 3.

"Standards of Conduct" means one or more of sub-paragraphs 4(a) to (c).

"Treating Customers Fairly Statement" is to be interpreted in accordance with paragraph 7.

6. New standard condition 31B

Condition 31B. Tariff Information Label

Tariff Information Label

31B.1 In respect of each of its Tariffs, the licensee must prepare and keep up-to-date information (hereafter referred to as the "Tariff Information Label") which:

- (a) is set out in Writing;
- (b) is drafted in plain and intelligible language;
- (c) has text of a colour which is readily distinguishable from the background medium;
- (d) has text of size which must not be smaller than nine points in size, using the desktop publishing point system;
- (e) uses the precise format specified in Part 1 of Schedule 1 to Standard Condition 31B;
- (f) contains the information which is required or permitted by virtue of Schedule 1 to Standard Condition 31B; and
- (g) contains no other information.

Provision and publication of Tariff Information Labels

31B.2 If any Relevant Person requests a copy of any Tariff Information Label, the licensee must provide a Written copy to that person free of charge within 5 days after the day the request was received or as soon as reasonably practicable thereafter.

31B.3 If the licensee or any Affiliate Licensees have a Website, the licensee must publish each Tariff Information Label prepared pursuant to paragraph 31B.1 on that Website in a position that is capable of easily being accessed by any person and which does not require a person to input any information apart from their address or postcode.

31B.4 Where any Representative of the licensee provides information about the licensee's Tariffs, the licensee must take all reasonable steps to ensure that the Representative provides an up-to-date Tariff Information Label in relation to each of the licensee's Tariffs on which the Representative provides information.

Definitions for condition

31B.5 In this condition:

"Monthly Discount Amounts" means Discount Amounts divided by twelve.

"Relevant Person" excludes any Supplier or any person acting in the capacity as an employee of any Supplier.

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

[in the gas licence only] "Electricity Supply Licence" means an electricity supply licence granted or treated as granted under section 6(1)(d) of the Electricity Act 1989.

[in the electricity licence only] "Gas Supply Licence" means a gas supply licence granted or treated as granted under section 7A(1) of the Gas Act 1986.

"TIL Estimated Annual Costs" means the total amount in pounds sterling (inclusive of value added tax) based on the following calculation:

(a) for a Tariff with Basic Time of Use Rates:

[To be completed – it is envisaged that text would be inserted to provided for a calculation which takes into account different time periods and Unit Rates for time of use tariffs]

(b) for all Non-Time of Use Tariffs:

(i) the combined total of (1), (2) and (3):

(1) all National Unit Rates multiplied by the Ofgem Consumption Details;

(2) the National Standing Charge multiplied by 365 days;

(3) the total annual costs of Relevant Bundles;

(ii) less the combined total of Discount Amounts.

"TIL Estimated Monthly Costs" means the total amount based on the following calculation:

(a) for a Tariff with Basic Time of Use Rates:

[To be completed – it is envisaged that text would be inserted to provided for a calculation which takes into account different time periods and Unit Rates for time of use tariffs]

(b) for all Non-Time of Use Tariffs:

(i) the combined total of (1), (2) and (3):

(1) all National Unit Rates multiplied by the by the applicable TIL Monthly Consumption Details;

(2) the National Standing Charge multiplied by 365 days and divided by 12;

(3) the total monthly costs of Relevant Bundles;

(ii) less the combined total of Monthly Discount Amounts.




"TIL Monthly Consumption Details" means: the applicable Ofgem Consumption Details divided by twelve.

Schedule 1 to Standard Condition 31B

Part 1

S1.1 The licensee must ensure that the Tariff Information Label is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Schedule 2, contains all of the information that appears in the template picture:

Your tariff information

About your [Entry1] tariff			
Supplier	[Entry 2]		
Tariff name	[Entry 3]		
Tariff type	[Entry 4]		
Payment method	[Entry 5]		
Unit rate	[Entry 6]		
Standing charge	[Entry 7]		
Tariff ends on	[Entry 8]		
Price guaranteed until	[Entry 9]		
Exit fees (if you cancel this tariff before the end date)	[Entry 10]		
Discounts and additional charges	[Entry 11]		
Additional products or services included	[Entry 12]		
Estimated [Entry 13] cost for typical households on this tariff			
	 Low user	 Medium user	 High user
Assumed annual consumption	[Entry 14]	[Entry 15]	[Entry 16]
Estimated annual cost	[Entry 17]	[Entry 18]	[Entry 19]
Estimated monthly cost	[Entry 20]	[Entry 21]	[Entry 22]
Tariff Comparison Rate (TCR)	[Entry 23]	[Entry 24]	[Entry 25]

Estimated costs include VAT and are based on [Entry 26 A] for the tariff shown above.
[Entry 26 B]

Frequently asked questions

- **What is a kWh?**

A kWh stands for kilowatt-hour – the unit used to measure energy use. 1 kWh will power a 40 watt light bulb for 25 hours.

- **What is the Tariff Comparison Rate (TCR)?**

TCR is a rate per kWh that allows you to compare your tariff to other tariffs by taking account of the unit rate and standing charge. It is an average across Great Britain for this tariff.

- **How is a low, medium or high user defined?**

The assumed annual consumption of a low, medium or high user is determined by the Regulator, and is the same for all suppliers.

- **[Entry 27]**

Part 2

S1.2 In respect of each of its Tariffs, the licensee must ensure that the contents of the template picture shown in Schedule 1 are populated in accordance with paragraphs S.1.3 to S.1.22.

S1.3 The licensee must replace "[Entry 1]" with either the text "electricity" or the text "gas" in accordance with the type of energy supplied to the Domestic Customer under the Domestic Supply Contract.

S1.4 The licensee must replace "[Entry 2]" with text setting out the brand name it uses to refer to the relevant supplier, followed by the registered company name of the licensee in round brackets.

S1.5 The licensee must replace "[Entry 3]" with text setting out the Exact Tariff Name.

S1.6 The licensee must replace "[Entry 4]" with text setting out a brief description of the Tariff Type.

S1.7 The licensee must replace "[Entry 5]" with text setting out the Exact Payment Method.

S1.8 The licensee must replace "[Entry 6]" with text setting out the Relevant Unit Rates for the Tariff.

S1.9 The licensee must replace "[Entry 7]" with text setting out the Relevant Standing Charge for the Tariff.

S1.10 The licensee must replace "[Entry 8]" with:

- (a) in the case of a Domestic Supply Contract for a fixed term period, text setting out the date (in the format of day, month, year) when the fixed term period ends (or if that date is not ascertainable the duration of the fixed term period);
- (b) in the case of a Domestic Supply Contract which is not for a fixed term period or a Deemed Contract, the text "N/A".

S1.11 The licensee must replace "[Entry 9]" with text setting out, where the Charges for the Supply of [Gas/Electricity] of a Domestic Supply Contract are guaranteed for a fixed term period, the date (in the format of day, month, year) when the fixed term period ends. Where the Charges for the Supply of [Gas/Electricity] of a Domestic Supply Contract are not guaranteed for a fixed term period, the licensee must replace "[Entry 9]" with the text "N/A".

S1.12 The licensee must replace "[Entry 10]" with text setting out the amount pounds sterling of any Termination Fee. If a Termination Fee does not apply, the licensee must replace "[Entry 10]" with the text "N/A".

S1.13 The licensee must replace "[Entry 11]" with text setting out any Discounts and additional charges which apply to the Tariff including the relevant amount in pounds sterling and a brief description of the Discount or additional charge. If no Discounts

and/or additional changes apply, the licensee must replace "[Entry 11]" with the text "N/A".

S1.14 The licensee must replace "[Entry 12]" with text setting out any Non-Energy Products included in the Tariff. If no Non-Energy Products are included, the licensee must replace "[Entry 12]" with the text "N/A".

S1.15 The licensee must replace "[Entry 13]" with the same text with which it replaces "[Entry 1]".

S1.16 The licensee must replace "[Entry 14]" "[Entry 15]" and "[Entry 16]" with text setting out in kWh the Ofgem Consumption Details for low, medium and high consumption respectively.

S1.17 The licensee must replace "[Entry 17]" "[Entry 18]" and "[Entry 19]" with text setting out the TIL Estimated Annual Costs applicable to the Ofgem Consumption Details for low, medium and high consumption respectively.

S1.18 The licensee must replace "[Entry 20]" "[Entry 21]" and "[Entry 22]" with text setting out the TIL Estimated Monthly Costs applicable to the Ofgem Consumption Details for low, medium and high consumption respectively.

S1.19 The licensee must replace "[Entry 23]" "[Entry 24]" and "[Entry 25]" with text setting out the Tariff Comparison Rate applicable to the Ofgem Consumption Details for low, medium and high consumption respectively.

S1.20 The licensee must replace "[Entry 26A]" with:

- (a) where the licensee has publicly announced an increase or decrease in the Charges for the Supply of [Gas/Electricity], the text "new prices"; or
- (b) in any other case, the text "current prices".

S1.21 The licensee must replace "[Entry 26B]" with either:

- (a) additional text the licensee considers necessary to ensure that the contents of the Tariff Information Label are not misleading; or
- (b) a blank space.

S1.22 The licensee must replace "[Entry 27]" with either:

- (a) text relating to up to three additional frequently asked questions; or
- (b) a blank space.

7. New standard condition 31C

New Condition 31C. Tariff Comparison Rate

Tariff Comparison Rate

31C.1 In respect of each of its Tariffs, the licensee must provide or display (and must ensure that any Representative provides or displays) the Tariff Comparison Rate in all circumstances where the licensee or any Representative provides or is required to provide information about the licensee's Charges for the Supply of [Gas/Electricity].

31C.2 If the licensee or any Affiliate Licensee has a Website, the licensee must publish each Tariff Comparison Rate on that Website in a position that is capable of easily being accessed by any person and which does not require a person to input any information apart from their address or postcode.

31C.3 Where, in accordance with paragraph 31C.1 or any other Standard Condition, a Tariff Comparison Rate is provided or displayed, the licensee must ensure that:

- (a) the Tariff Comparison Rate is referred to using either the name "TCR" or "Tariff Comparison Rate" (and thereafter is referred to in a consistent manner);
- (b) the Tariff Comparison Rate is displayed in a colour which is readily distinguishable from the background medium;
- (c) the Tariff Comparison Rate is displayed in a more prominent manner than any other information relating to Charges for the Supply of [Gas/Electricity] or any other charges; and
- (d) the following information is provided or displayed in conjunction with the Tariff Comparison Rate:
 - (i) the Exact Tariff Name that relates to the Tariff Comparison Rate;
 - (ii) the Exact Payment Method that relates to the Tariff Comparison Rate;
 - (iii) information about the existence and amount of any Termination Fee;
 - (iv) information about the existence and amount of any late payment fee;
 - (v) where a Dual Fuel Discount applies, a statement to the effect that the Tariff Comparison Rate is based on the assumption that the Domestic Customer would be supplied with both electricity and gas from the licensee or the licensee and an Affiliate Licensee;
 - (vi) where a Tied Bundle or Opt-Out Bundle applies, key information about the applicable bundle;
 - (vii) a statement to the effect that that the Tariff Comparison Rate is based on assumed consumption values and that the actual charges applicable to the Domestic Customer would be dependent on the amount of energy used; and

- (viii) in any circumstances where the licensee or any Representative makes a comparative claim in respect of any other Tariff, a Tariff Comparison Rate for each of the Tariffs referred to in the comparative claim.

31C.4 Where any changes take place that affect the calculation of any Tariff Comparison Rate that continues to be used by the licensee or any Representative, the licensee must take all reasonable steps to ensure that each Tariff Comparison Rate is updated on the following basis:

(a) in the case of information displayed on a website:

- (i) within one day of the time the change or changes take effect, for a Tariff that falls within the scope of sub-paragraph 11(a) of Standard Condition 22C or sub-paragraph 8(a) of Standard Condition 23;
- (ii) at the same time as the change or changes take effect, for any other Tariff; and

(b) in the case of information displayed or provided in any other manner, within seven days from the time the change or changes take effect.

Provision Tariff Comparison Rates

31C.5 If any Relevant Person requests a copy of any Tariff Comparison Rate, the licensee must provide a Written copy that information (in accordance with paragraph 3) to that person free of charge within 5 days after the day the request was received or as soon as reasonably practicable thereafter.

Definitions for condition

31C.6 In this condition:

“Relevant Person” excludes any Supplier or any person acting in the capacity as an employee of any Supplier.

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

8. Amendments and additions to definitions in SLC 1

A. Amendments to existing definitions

Principal Terms means, in respect of any form of Contract or Deemed Contract, the terms that relate to:

(a) Charges for the Supply of [Electricity/Gas];

(aa) where the licensee is relying on sub-paragraph 11(a) of Standard Condition 22C or sub-paragraph 8(a) of Standard Condition 23, the method by which Charges for the Supply of [Electricity/Gas] fluctuate automatically;

(ab) where the licensee is relying on sub-paragraph 11(b) of Standard Condition 22C or sub-paragraph 8(b) of Standard Condition 23, the precise variations to the Charges for the Supply of [Electricity/Gas];

(b) any requirement to pay Charges for the Supply of [Electricity/Gas] through a Prepayment Meter;

(ba) in relation to a Domestic Supply Contract, any Credit Limiting which applies, including the Credit Limit;

[Electricity only] (bb) in relation to a Domestic Supply Contract, any Load Limiting which applies, including the Load Limit;

(c) any requirement for a Security Deposit;

(d) the duration of the Contract or Deemed Contract (including any arrangements for renewing or extending the duration of the Contract or any fixed term periods);

(e) the rights to end the Contract (including any obligation to pay a Termination Fee) or the circumstances in which a Deemed Contract will end,

and any other term that may reasonably be considered to significantly affect the evaluation by the Customer of the Contract under which [electricity/gas] may be supplied to his premises;

Charges for the Supply of [Gas/Electricity] means, as between the licensee and a Customer, charges made by the licensee in respect of the supply of [electricity/gas] to that Customer's premises, including (but not limited to) any Unit Rate or Unit Rates, a Standing Charge and any charges made for the provision of an [Electricity Meter/Gas Meter]';

Holding Company means a holding company within the meaning of sections ~~736, 736A and 736B of the Companies Act 1985~~ 1159 and 1160 of the Companies Act 2006;

Subsidiary means a subsidiary within the meaning of sections ~~736, 736A and 736B of the Companies Act 1985~~ 1159 and 1160 of the Companies Act 2006;

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 and/or any sum of money or other reward (whether financial or not) which would have been provided to a Customer if he continued to be supplied under a particular Domestic Supply Contract for a particular period of time and might not be provided to that Customer solely because that Domestic Supply Contract has ended before that period of time has elapsed;

B. New SLC 1 definitions:

Account Management Arrangement means:

- (a) where the Domestic Customer is subject to Offline Account Management:
 - (i) Offline Account Management;
- (b) where the Domestic Customer is subject to Online Account Management:
 - (i) Online Account Management; and
 - (ii) Offline Account Management;

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

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

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

- (a) Annual Consumption Details;
- (b) Relevant Unit Rates and Relevant Standing Charge; and
- (c) (where the Domestic Customer is subject to Prepayment) current Relevant Meter Type;

Annual Consumption Details means:

- (a) where the customer has held their Domestic Supply Contract for at least 12 months and the licensee has obtained actual meter readings (including meter readings provided by the customer and accepted by the licensee in accordance with Standard Condition 21B) which can reasonably be considered to cover the whole of that 12

month period, the quantity of [Gas/Electricity] which was treated as consumed at the Domestic Customer's Domestic Premises during the previous 12 months on the basis of those meter readings and reflecting Time of Use Periods (where applicable);

(b) where the customer has held their Domestic Supply Contract for:

- (i) less than 12 months; or
- (ii) at least 12 months and the licensee has not obtained actual meter readings (including meter readings provided by the customer and accepted by the licensee in accordance with Standard Condition 21B) which can reasonably be considered to cover the whole of that 12 month period,

the licensee's best estimate of the quantity of [Gas/Electricity] that the Domestic Customer may be expected to consume during a 12 month period reflecting Time of Use Periods (where applicable) and having regard to any relevant information that is available to the licensee or which the licensee could otherwise have reasonably ascertained (including any actual meter readings that have been obtained and which cover part of the previous year);

Annual Discount Amounts means:

(a) in the case of a Fixed-term Tariff, the total annual amount of the following:

- (i) a Dual Fuel Discount;
- (ii) all Non-Contingent Discounts;

(b) in the case of an Evergreen Tariff, the total annual amount of a Dual Fuel Discount;

Assumed Dual Fuel Discount means the total monetary amount of a Dual Fuel Discount divided by two;

Average Unit Rates means:

(a) in the case of a Tariff which falls within the scope of sub-paragraph 8(b) of Standard Condition 23 [staggered pricing] the combined total of each Unit Rate that applies over the duration of the Fixed Term Supply Contract divided by the total number of Unit Rates; and

(b) in the case of a Tariff which falls within the scope of with sub-paragraph 8(a) of Standard Condition 23 [tracker] the most recent Unit Rate that applies to the Fixed Term Supply Contract;

Basic Time of Use Rates means any one set of Unit Rates which falls within one of the following definitions:

[E7] (a) two separate Unit Rates in circumstances where, during each period of 24 hours, one Unit Rate applies to a specified period of time during that period of 24 hours and the other Unit Rate applies to the remaining separate period of time during that period of 24 hours; or

[E10, E9 or split E7] (b) two separate Unit Rates in circumstances where, during each period of 24 hours, one Unit Rate applies to up to three separate specified periods of time during that period of 24 hours and the other Unit Rate applies to the remaining separate periods of time during that period of 24 hours;

Bundled Product means a Tied Bundle, Opt-in Bundle or Opt-out Bundle;

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

Core Tariff means, subject to Schedule 1 to Standard Condition 22B, the Charges for the Supply of Electricity combined with all other terms and conditions that apply, or are in any way linked, to a particular type of Domestic Supply Contract or particular type of Deemed Contract;

Core Tariffs means more than one Core Tariff;

Discount means any form of payment, saving, rebate, benefit or reward (whether financial or otherwise) which is in any way linked or otherwise relates to a Standard Domestic Supply Contract or Deemed Contract;

DTS means any contractual arrangement whereby the Domestic Customer is required to pay for the Charges for the Supply of Electricity on the basis of two separate Unit Rates in circumstances where, during each period of 24 hours, one Unit Rate applies to different periods of time which are determined by the licensee and/or a Licensed Distributor and activated via the use of radio signals during that period of 24 hours and the other Unit Rate applies to the remaining separate periods of time during that period of 24 hours;

Dual Fuel Discount means a Discount which complies with Paragraph 22.B5 of Standard Licence Condition 22B and which the licensee may apply to a Tariff on the basis that the Domestic Customer is supplied with both electricity and gas from the licensee or the licensee and an Affiliate Licensee;

Economy 7 means any contractual arrangement whereby the Domestic Customer is required to pay for the Charges for the Supply of Electricity on the basis of two Unit Rates in circumstances where, during each period of 24 hours, one Unit Rate applies continuously for a specified period of 7 hours during that period of 24 hours and the other Unit Rate applies continuously to the remaining 17 hours during that period of 24 hours;

Economy 10 means any contractual arrangement whereby the Domestic Customer is required to pay for the Charges for the Supply of Electricity on the basis of two separate Unit Rates in circumstances where, during each period of 24 hours, one Unit Rate applies to up to three separate specified periods of time during that period of 24 hours and the other Unit Rate applies to the remaining separate periods of time during that period of 24 hours;

Estimated Annual Costs means the total amount in pounds sterling (inclusive of value added tax) based on the following calculation:

(a) the combined total of (i), (ii), and (iii):

- (i) all Relevant Unit Rates multiplied by the applicable Annual Consumption Details;
- (ii) the Relevant Standing Charge multiplied by 365 days;
- (iii) the total annual costs of Relevant Additional Charges;
- (b) less the combined total of Annual Discount Amounts;

Estimated Annual Savings means:

- (a) in the case of Relevant Cheapest Tariff information, the difference between the Relevant Cheapest Tariff information and the Domestic Customer's Estimated Annual Costs; and
- (b) in the case of Alternative Cheapest Tariff information, the difference between Relevant Cheapest Tariff information and the Domestic Customer's Estimated Annual Costs;

Evergreen Supply Contract means a Domestic Supply Contract which is for a period of an indefinite length;

Expired Fixed Term Tariff means a Tariff in respect of a Fixed Term Supply Contract which is no longer capable of being entered into by any Domestic Customer or Domestic Customers;

Exact Payment Method means the exact name used by the licensee to describe the payment method that applies to a particular Tariff;

Exact Tariff Name means the exact name used by the licensee to describe and promote a particular Tariff;

Fixed Term Supply Contract means a Domestic Supply Contract with a fixed term period;

Green Supply means a Tariff that is promoted primarily on the basis of its association with renewable energy sources or climate change mitigation;

Live Evergreen Tariffs means one or more Tariffs in respect of an Evergreen Supply Contract which continues to be capable of being entered into by all Domestic Customers;

Discount Amounts means the combined total annual amount of the following:

- (a) (where applicable) an Assumed Dual Fuel Discount; and
- (b) each applicable Relevant Non-Contingent Discount;

National Standing Charge means, in respect of each of the Relevant Tariffs, the combined total of each Standing Charge that applies regionally divided by the total number of Standing Charges;

National Time of Use Rates means [To be completed – it is envisaged that text would be inserted to provided for a calculation which takes into account different time periods and Unit Rates for time of use tariffs]

National Unit Rates means, in respect of each of the Relevant Tariffs, the combined total across Great Britain of the Unit Rates in each Region multiplied by the Weighting for that Region;

Non-Contingent Discount means a Discount that applies to a Core Tariff and which is not dependant on any of the following:

- (a) the occurrence of an event or period of time;
- (b) the actions or omissions of a Domestic Customer after they have entered into a Domestic Supply Contract;

Non-Energy Product means any goods or services that could not reasonably be considered as being directly related to the supply of (gas /electricity) to premises;

Non-Time of Use Tariff means a Tariff which is not a Time of Use Tariff;

Offline Account Management means any arrangement which is not Online Account Management;

Ofgem Consumption Details means the Relevant Consumption Values contained in directions which the Authority may issue and may from time to time revise;

Online Account Management means any arrangement whereby a Domestic Customer would need to access the internet and use a computer or communication device;

Opt-in Bundle means a Non-Energy Product that is not combined with a Tariff, but which the Domestic Customer can choose to receive;

Opt-out Bundle means a Non-Energy Product that is combined with a Tariff, but which the Domestic Customer can choose not to receive;

Other Time-of-Use means any contractual arrangement [electricity only (other than Economy 7, Economy 10, and DTS)] whereby the Domestic Customer is required to pay for the Charges for the Supply of [Gas/Electricity] on the basis of Time of Use Rates;

Prepayment means, excluding a Security Deposit and any Time-of-Use Arrangement, any contractual arrangements whereby the Domestic Customer is exclusively or mainly required to pay for the Charges for the Supply of [Gas/Electricity] in respect of each Unit Rate in advance, but excludes contractual arrangements whereby the main payment method is direct debit;

Region means any location within Great Britain;

Relevant Additional Charges means charges relating to any Tied Bundle, Opt-out Bundle, and Opt-in Bundle;

Relevant Bundles means the combined total of the annual charges for each applicable Opt-Out Bundle and each applicable Tied Bundle.

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

- (a) current payment method;
- (b) Annual Consumption Details;
- (c) Relevant Unit Rates and Relevant Standing Charge;
- (d) current Relevant Meter Type; and
- (e) Account Management Arrangement.

Relevant Consumption Values means the Ofgem Consumption Details separately for low, medium and high consumption;

Relevant Meter Type means using an [Electricity/Gas] Meter on the basis of only one of the following contractual arrangements:

- (a) Standard Credit;
- (b) Prepayment;
- (c) Economy 7;
- (d) Economy 10;
- (e) DTS; or
- (f) Other Time of Use;

Relevant Non-Contingent Discount means a Non-Contingent Discount with a precise financial value, but excludes a Dual Fuel Discount;

Relevant Standing Charge means:

- (a) where the licensee has publicly announced an increase or decrease in the Charges for the Supply of [Gas/Electricity], the Standing Charge that will apply to the specific Domestic Customer after that increase or decrease is scheduled to take effect; or
- (b) in any other case, the Standing Charge that currently applies to the specific Domestic Customer;

Relevant Tariffs means all Tariffs that are advertised using the same Tariff Name in each Region.

Relevant Unit Rates means:

(a) In respect of a Fixed-term Tariff which complies with paragraph 11 of Standard Condition 22C:

(i) where the licensee has publicly announced an increase or decrease in the Charges for the Supply of [Gas/Electricity], the Average Unit Rates that will apply to the specific Domestic Customer after that increase or decrease is scheduled to take effect; or

(ii) in any other case, the Average Unit Rates that currently apply to the specific Domestic Customer;

(b) in respect of an Evergreen Tariff and all other Fixed-term Tariffs:

(i) where the licensee has publicly announced an increase or decrease in the Charges for the Supply of [Gas/Electricity], the Unit Rates that will apply to the specific Domestic Customer after that increase or decrease is scheduled to take effect; or

(ii) in any other case, the Unit Rates that currently apply to the specific Domestic Customer;

Standing Charge means a monetary amount (which may be zero) that is continuously chargeable to a Domestic Customer on a daily basis and which is chargeable in addition to charges arising on the basis of a Unit Rate;

Standard Credit means, excluding a Security Deposit and any Time-of-Use Arrangement, any contractual arrangement whereby the Domestic Customer is not exclusively or mainly required to pay the Charges for the Supply of [Gas/Electricity] in respect of each Unit Rate in advance and includes contractual arrangements whereby the main payment method is direct debit;

Tariff means the Charges for the Supply of Electricity combined with all other terms and conditions that apply, or are in any way linked, to a particular type of Domestic Supply Contract or particular type of Deemed Contract;

Tariff Comparison Rate means the total amount in pence per kWh based on the following calculation:

(a) for a Tariff with Basic Time of Use Rates:

[To be completed – it is envisaged that text would be inserted to provided for a calculation which takes into account different time periods and Unit Rates for time of use tariffs]

(b) for all Non-Time of Use Tariffs:

(i) the combined total of (1), (2) and (3):

(1) all National Unit Rates multiplied by the Ofgem Consumption Details;

(2) the National Standing Charge multiplied by 365 days;

(3) the total annual costs of Relevant Bundles;

(ii) less the combined total of the Discount Amounts subtracted from (i); and

(iii) the amount derived in (ii) divided by the Ofgem Consumption Details;

Tariff Information Label has the meaning given in Standard Condition 31B;

Tariff Name means any name used by the licensee (or, where there are any Affiliate **[Electricity/Gas]** Licensees, the licensee and any Affiliate **[Electricity/Gas]** Licensees) to describe, advertise or promote a Core Tariff;

Tariff Type includes, but is not limited to, the following features of the Tariff:

- (a) whether the Charges for the Supply of **[Gas/Electricity]** are fixed or variable; and
- (b) whether the Tariff is for Green Supply;

Tied Bundle means a Non-Energy Product that is combined with a Tariff and which the Domestic Customer has to receive;

Time of Use Periods means information about the different consumption levels for different time periods that relate to a Time of Use Tariff;

Time of Use Rates means any contractual arrangement whereby:

- (a) the Charges for the Supply of **[Gas/Electricity]** include two or more Unit Rates in circumstances where no more than one Unit Rate applies to any given period of time and no Unit Rates vary by the level of consumption; and
- (b) the Charges for the Supply of **[Gas/Electricity]** do not include any other Unit Rate or Unit Rates;

Time of Use Tariff means a Tariff whereby the Charges for the Supply of **[Gas/Electricity]** include two or more Unit Rates in circumstances where no more than one Unit Rate applies to any given period of time and no Unit Rates vary by the level of consumption;

Unit Rate means the monetary amount that is chargeable in respect of each unit of **[gas/electricity]** consumed;

Unit Rates means more than one Unit Rate;

Weighting means, in respect of each Region and each of the Relevant Tariffs, the total number of the licensee's (or, where there are any Affiliate **[Electricity/Gas]** Licensees, the licensee's and any Affiliate **[Electricity/Gas]** Licensees') Domestic Customers in that Region divided by the total number of the licensee's Domestic Customers in Great Britain;

9. Amendments to SLC 7

7.6A A Deemed Contract must not:

(a) provide for any fixed term period;

(b) provide for any Termination Fee; or

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

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

(a) required to pay a Termination Fee;

(b) subject to a fixed term period; or

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

Terms of Deemed Contracts

7.11 The licensee must ensure that each Deemed Contract contains terms and conditions which reflect the provisions of Standard Condition 7.

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

(a) the inclusion of that term is incompatible with Standard Condition 7; or

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

10. Amendments to SLC 23

Notification of Principal Terms

23.1 Before it enters into a Domestic Supply Contract with a Domestic Customer (or, where applicable, before any mutual variation of a Domestic Supply Contract is agreed with a Domestic Customer), the licensee must take (and ensure that any Representative takes) all reasonable steps to ~~bring the~~ communicate the Principal Terms of the Domestic Supply Contract ~~that contract to the attention of that Domestic customer~~ Customer and ensure that the Principal Terms are communicated (or, where they are provided in Writing, drafted) in plain and intelligible language.

23.1A At the same time as communicating Principal Terms in accordance with paragraph 1, the licensee must take (and ensure that any Representative takes) all reasonable steps to communicate the following information to the Domestic Customer and ensure that the information is communicated (or, where the information is provided in Writing, drafted) in plain and intelligible language:

(a) the Tariff Information Label (in respect of any Domestic Supply Contract offered to the Domestic Customer); and

(b) the Domestic Customer's Estimated Annual Costs [AKA PERSONAL PROJECTION] (in respect of any Domestic Supply Contract offered to the Domestic 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 increase in Charges for the Supply of [Electricity/Gas] and other unilateral variations

23.3 Without prejudice to Standard Condition 22C, 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~~ s the Charges for the Supply of [Electricity/Gas] to a Domestic Premises; or

(b) unilaterally varies any other term of the contract in any other way that is to the ~~significant~~ disadvantage of the customer,

the licensee must give Notice of that increase in the Charges for the Supply of [Electricity/Gas] or other unilateral variation to the customer in accordance with paragraph 23.4.

23.4 Subject to paragraphs 23.11 and 23.12, tThe Notice referred to in paragraph 23.3 must:

(a) be given at least 30 days in advance of the date on which the increase in the Charges for the Supply of [Electricity/Gas] or other unilateral variation has effect;

(b) not be provided in conjunction with any other information, including (but not limited to) a Bill, statement of account or marketing material;

(c) without prejudice to Supplier and Customer Information and subject to paragraph 4A, only include the information mentioned in sub-paragraphs 4(d) to 4(r);

(d) contain a prominent title which clearly highlights that the Notice relates to an increase in Charges for the Supply of [Electricity/Gas] and/or other unilateral variations to other terms of a Domestic Supply Contract;

(e) inform the Domestic Customer of each specific increase in the Charges for the Supply of [Electricity/Gas] (including, where applicable, any reduction in the amount of a Dual Fuel Discount) or other unilateral variation that applies to them;

(f) where the licensee is increasing the Charges for the Supply of [Gas/Electricity] (including, where applicable, where the licensee is reducing the amount of a Dual Fuel Discount), provide the Domestic Customer with a comparison of their current Charges for the Supply of [Gas/Electricity] and the new Charges for the Supply of [Gas/Electricity];

(g) where the licensee is increasing the Charges for the Supply of [Gas/Electricity] by increasing any Unit Rate or Standing Charge (and where applicable, where the licensee is reducing the amount of a Dual Fuel Discount), provide the Domestic Customer with:

(i) their Estimated Annual Costs using their current Charges for the Supply of [Gas/Electricity];

(ii) their Estimated Annual Costs using the new Charges for the Supply of [Gas/Electricity]; and

(iii) the amount in pounds sterling of the difference between (i) and (ii);

(h) where the licensee is unilaterally varying any other term of a Domestic Supply Contract, provide the Domestic Customer with a comparison of the term that currently applies and the new term;

(i) inform the Domestic Customer of the date the increase in the Charges for the Supply of [Electricity/Gas] or other unilateral variation has effect;

(j) inform the Domestic Customer of the main reasons for the increase in the Charges for the Supply of [Electricity/Gas] or other unilateral variation to terms;

(k) include a statement to the effect that the Domestic Customer may wish to consider changing their [Electricity/Gas] Supplier;

~~(b)~~ (l) inform the Domestic Customer that he may end the Domestic Supply Contract if the increase in the Charges for the Supply of [Electricity/Gas] or other unilateral variation is unacceptable to him by changing his [Gas/Electricity] Supplier or entering into a new contract with his [Electricity/Gas] Supplier;

~~(e)~~ (m) inform the Domestic Customer where he may obtain impartial advice and information about changing his [Gas/Electricity] Supplier;

~~(d)~~ (n) inform the Domestic Customer that where he has any Outstanding Charges, his [Gas/Electricity] Supplier may be able to prevent a Proposed Supply Transfer; ~~and~~

~~(e)~~ (o) explain the effect of paragraph 23.6 in terms of how the customer may be able to take steps to avoid the increase in the Charges for the Supply of [Electricity/Gas] or other unilateral variation (including by indicating that the customer would need to enter into a new contract with either his [Electricity/Gas] Supplier or another [Electricity/Gas] Supplier as soon as possible to facilitate this process);

(p) where the Domestic Supply Contract provides for a Termination Fee, explain the effect of sub-paragraph 3(c) of Standard Condition 24;

(q) where the licensee is increasing the Charges for the Supply of [Gas/Electricity] by increasing any Unit Rate or Standing Charge (and where applicable, where the licensee is reducing the amount of a Dual Fuel Discount), inform the Domestic Customer of his Annual Consumption Details and display that information in kilowatt hours under a prominent title which clearly highlights that the information relates to the Domestic Customer's estimated annual consumption;

(r) inform the Domestic Customer of the following information:

(i) the Exact Tariff Name; and

(ii) the method of payment that applies to the Domestic Customer; and

(s) in close proximity to the information required by sub paragraph (4)(f), include a statement to the effect that value added tax (at the applicable rate) is excluded, but will be included in the total amount payable by the Domestic Customer;

(t) in close proximity to the information required by subparagraph (4)(g), include a brief statement explaining what is included and excluded from the Estimated Annual Costs;

(u) subject to paragraphs 23.4C, 23.4D and 23.5E, inform the Domestic Customer of their:

(i) Relevant Cheapest Tariff information and Estimated Annual Savings; and

(ii) Alternative Cheapest Tariff information and Estimated Annual Savings; and

(v) inform the Domestic Customer of their Tariff Comparison Rate.

Dual fuel customers

23.4A This paragraph applies where:

- (a) the licensee supplies a Domestic Customer with [Gas/Electricity]; and
- (b) the licensee or an Affiliate Licensee ("the Relevant Affiliate") also supplies that Domestic Customer with [gas under a Gas Supply Licence / electricity under an Electricity Supply Licence]; and
- (c) that Domestic Customer is treated by the licensee, and where applicable, the Relevant Affiliate, as being supplied under a single account for both the supply of electricity and gas.

23.4B Where paragraph 4A applies, the licensee must, in conjunction with the Relevant Affiliate (if any), ensure that a Combined SLC 23 Notice is given to the Domestic Customer.

Additional rules for Relevant Cheapest Tariff and Alternative Cheapest Tariff information

23.4C Where the licensee provides a Domestic Customer with information about their Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff, the licensee must provide, in close proximity, a statement (in plain and intelligible language) to the effect that changing tariffs may involve changing to materially different terms and conditions.

23.4D This paragraph applies where:

- (a) the licensee only has one Tariff (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees only have one Tariff); and/or
- (b) the Domestic Customer is already subject to the licensee's (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee's and any Affiliate [Electricity/Gas] Licensee's) Relevant Cheapest Tariff and/or Alternative Cheapest Tariff (as applicable).

23.4E Where paragraph 4D applies, the licensee must provide a statement, in plain and intelligible language, to the effect that the Domestic Customer is already subject to the Relevant Cheapest Tariff and/or Alternative Cheapest Tariff (as applicable) and that they will be informed at least once a year if the position changes.

23.4F Where the Domestic Customer is using a Prepayment Meter, instead of providing that Domestic Customer with information about their Alternative Cheapest Tariff, the licensee must provide a statement to the effect that a Domestic Customer with Outstanding Charges may be able to change their supplier by agreeing with a new [Electricity Supplier/Gas Supplier] that the Outstanding Charges may be assigned by the licensee in accordance with the Protocol.

23.5 The licensee must:

- (a) present the information required in paragraph 23.4 in a form that is:

- (i) is clear and easy to understand;
- (ii) contains text of a colour which is readily distinguishable from the background medium;
- (iii) subject to sub-paragraph 5(b), has text of equal size and prominence except that headings may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise; and

~~(b) must~~ place the information required in sub-paragraphs 23.4 ~~(b) and (c)~~ (f), (g), (h), (i), (k), (l), (m), (p) and (q) in a prominent position on the SLC 23 Notice.

23.5A Subject to paragraph 5B, the licensee must present the Supplier and Customer Information and information required in sub-paragraphs 23.4 (d), (e), (f), (g), (i), (j), (q) and (r) on the front page of the SLC 23 Notice.

23.5B Paragraph 5A does not apply to sub-paragraphs 23.4 (f), (g) and (q) in circumstances where the Tariff:

(a) is a Time of Use Tariff; and

(b) by virtue of the number of time periods that apply to the Time of Use Rates, the licensee would not be able to present the other information referred to in paragraph 5A on the front page of the SLC 23 Notice without compromising its ability to comply with paragraph 23.5.

23.6 The licensee must treat the increase in the Charges for the Supply of Electricity/Gas or other unilateral variation as ineffective and neither enforce nor take advantage of it where –

~~(a) the Domestic Customer notifies the licensee after he becomes aware (by any means) of the variation on or before the date on which the variation has effect that he is ending the Domestic Supply Contract by changing his Electricity/Gas Supplier; and~~

~~(b) no later than 20 ±5 Working Days after the date on which the increase in the Charges for the Supply of Electricity/Gas or other unilateral variation has effect Domestic Customer has notified the licensee in accordance with sub-paragraph 23.6(a), the licensee [receives Notice under the Master Registration Agreement that another Electricity Supplier / received Notice under the Network Code by way of the Relevant Gas Shipper that another Gas Supplier] will begin to supply the Domestic Customer's Domestic Premises within a reasonable period of time after the date on which that Notice has been given; or~~

~~(c) (b) where:~~

~~(i) the conditions in sub-paragraphs 23.6(a) and (b) are is met; and~~

~~(ii) the Domestic Customer has paid any Outstanding Charges within 30 Working Days after the Domestic Customer receives Notice that the licensee intends to prevent the Domestic Customer's Proposed Supplier Transfer; or~~

(c) where the Domestic Customer enters into a new Domestic Supply Contract with the licensee which comes into effect no later than 20 Working Days after the date on which the increase in the Charges for the Supply of Electricity/Gas or other unilateral variation has effect.

Exceptions to compliance with condition

23.7 The licensee is not required to comply with paragraph 23.3 to such extent as the Authority may direct.

23.8 In respect of an increase in Charges for the Supply of [Electricity/Gas], the licensee is not required to comply with paragraph 23.3 if:

(a) all of the following requirements are satisfied:

(i) the Domestic Supply Contract is for a fixed term period; and

(ii) the Domestic Supply Contract provides that variations to the Charges for the Supply of [Electricity/Gas] will occur automatically only in a manner which is fully linked to fluctuations in a published and transparent stock exchange quotation or index or a financial market rate that the licensee does not control; and

(iii) the licensee has complied with paragraph 23.1; and

(iv) the method by which the Charges for the Supply of [Electricity/Gas] fluctuate automatically is set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language; and/or

(b) all of the following requirements are satisfied:

(i) the Domestic Supply Contract is for a fixed term period; and

(ii) the Domestic Supply Contract expressly sets out in advance the precise variation or variations to the Charges for the Supply of [Electricity/Gas] which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to the licensee's discretion; and

(iii) the licensee has complied with paragraph 23.1; and

(iv) the precise variations to the Charges for the Supply of [Electricity/Gas] are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language.

Terms of Domestic Supply Contracts

23.9 The licensee must ensure that each Domestic Supply Contract contains terms and conditions which reflect the provisions of Standard Condition 23.

23.10 The licensee must not enforce or take advantage of any term of a Domestic Supply Contract if:

(a) the inclusion of that term is incompatible with Standard Condition 23; or

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

Prescriptive format requirements

23.11 The licensee must comply with sub-paragraphs 4(f) and 4(g) in accordance with the requirements of Schedules 1 to 4 to Standard Condition 23.

Guidance

23.12 The licensee must have regard to any guidance on Relevant Matters for SLC 23 which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise.

Definitions for condition

23.13 In this condition:

"Combined SLC 23 Notice" means a Notice which contains the information required by both:

- (i) paragraphs 3, 4, 5 and 5A of this condition; and
- (ii) paragraphs 3, 4, 5 and 5A of [Standard Condition 23 of the Gas Supply Licence / Standard Condition 23 of the Electricity Supply Licence];

"Dual Fuel Account" is to be interpreted in accordance with paragraph 4A;

[gas only] "Electricity Supply Licence" means an electricity supply licence granted or treated as granted under section 6(1)(d) of the Electricity Act 1989.

[electricity only] "Gas Supply Licence" means a gas supply licence granted or treated as granted under section 7A(1) of the Gas Act 1986.

"Relevant Matters for SLC 23" means:

(a) the format and/or display of any information which must be included in a SLC 23 Notice;

(b) the methodology by which any calculations in relation to any information which must be included in a SLC 23 Notice must be carried out by the licensee (including, but not limited to, any calculations relating to the [gas/electricity] consumption of a Domestic Customer and the monthly and annual costs of a Domestic Customer); and

(c) the interpretation of Standard Condition 23.

"SLC 23 Notice" means a Notice referred to in paragraphs 3 and 4 of this condition.

"Supplier and Customer Information" means:

- (a) the name of the licensee and its contact details;
- (b) the name and address of the Domestic Customer;
- (c) other information used for the purposes of identifying Domestic Customer; and
- (d) the date of the SLC 23 Notice.

Schedule 1 to Standard Condition 23

Part 1

S1.1 This paragraph applies to any Tariff that has a single Unit Rate and single Standing Charge and which is a Non-Time of Use Tariff, except where S.3.1 of Schedule 3 applies.

S1.2. Where paragraph S1.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 4(f) of Standard Condition 23 is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 1, contains all of the information that appears in that template picture:

		Current prices until [Entry 1]	New prices after [Entry 2]
[Entry 3]	Standing charge (per day)	[Entry 4]p	[Entry 5]p
	Unit rate (per kWh)	[Entry 6]p	[Entry 7]p
[Entry 8]			

Part 2

S1.3 In respect of each Tariff to which paragraph S1.1 applies, the licensee must ensure that the contents of the template picture shown in paragraph S1.2 are populated in accordance with paragraphs S1.4 to S1.11.

S1.4 The licensee must replace "[Entry 1]" with text setting out the date (in the format of day, month, year) immediately before the date its new Standing Charge and Unit Rate has effect.

S1.5 The licensee must replace "[Entry 2]" with text setting out the date (in the format of day, month, year) on which its new Standing Charge and Unit Rate has effect.

S1.6 The licensee must replace "[Entry 3]" with either the text "Electricity" or the text "Gas" in accordance with the type of energy supplied to the Domestic Customer under the Domestic Supply Contract.

S1.7 The licensee must replace "[Entry 4]" with text setting out the amount of the Standing Charge which applied immediately before the date its new Standing Charge and/or Unit Rate has effect.

S1.8 The licensee must replace "[Entry 5]" with text setting out the amount of the Standing Charge (in pence) which applies on the date its new Standing Charge and/or Unit Rate has effect.

S1.9 The licensee must replace "[Entry 6]" with text setting out the amount of the Unit Rate (in pence) which applied immediately before the date on which its new Standing Charge and/or Unit Rate has effect.

S1.10 The licensee must replace "[Entry 7]" with text setting out the amount of the Unit Rate (in pence) which applies on the date its new Standing Charge and/or Unit Rate has effect.

S1.11 The licensee must replace "[Entry 8]" with text setting out a statement to the effect that the prices set out pursuant to S1.7 – S1.10 above are shown exclusive of VAT at the applicable rate, but that VAT will be added to the Domestic Customer's total bill.

Schedule 2 to Standard Condition 23 [electricity only]

Part 1

S2.1 This paragraph applies to any electricity Tariff that is a Time of Use Tariff, except where S4.1 of Schedule 4 applies.

S2.2. Where paragraph S2.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 4(f) of Standard Condition 23 is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 2, contains all of the information that appears in that template picture:

		Current prices until [Entry 1]	New prices after [Entry 2]
[Entry 3]	Standing charge (per day)	[Entry 4]p	[Entry 5]p
	Unit rate – [Entry 6] (per kWh)	[Entry 7]p	[Entry 8]p
	Unit rate – [Entry 9] (per kWh)	[Entry 10]p	[Entry 11]p

[Entry 12]

Part 2

S2.3 In respect of each Tariff to which paragraph S2.1 applies, the licensee must ensure that the contents of the template picture shown in paragraph S2.2 are populated in accordance with paragraphs S2.4 to S2.15.

S2.4 The licensee must replace “[Entry 1]” with text setting out the date (in the format of day, month, year) immediately before the date its new Standing Charge and Unit Rate has effect.

S2.5 The licensee must replace “[Entry 2]” with text setting out the date (in the format of day, month, year) on which its new Standing Charge and Unit Rate has effect.

S2.6 The licensee must replace “[Entry 3]” with the text “Electricity”.

S2.7 The licensee must replace “[Entry 4]” with text setting out the amount of the Standing Charge which applied immediately before the date its new Standing Charge and/or Unit Rate has effect.

S2.8 The licensee must replace “[Entry 5]” with text setting out the amount of the Standing Charge (in pence) which applies on the date its new Standing Charge and/or Unit Rate has effect.

S2.9 The licensee must replace “[Entry 6]” with text (adding additional rows where necessary) setting out each time period which applies during each day period.

S2.10 The licensee must replace “[Entry 7]” with text setting out the amount of the Unit Rate (in pence) which applied immediately before the date on which its new Standing Charge and/or Unit Rate has effect. Where the licensee has added additional rows in accordance with paragraph S2.9, the amount for each Unit Rate for each time period must correspond to the relevant row for each time period.

S2.11 The licensee must replace "[Entry 8]" with text setting out the amount of the Unit Rate (in pence) which applies on the date its new Standing Charge and/or Unit Rate has effect. Where the licensee has added additional rows in accordance with paragraph S2.9, the amount for each Unit Rate for each time period must correspond to the relevant row for each time period.

S2.12 The licensee must replace "[Entry 9]" with text (adding additional rows where necessary) setting out each time period which applies during each night period.

S2.13 The licensee must replace "[Entry 10]" with text setting out the amount of the Unit Rate (in pence) which applied immediately before the date on which its new Standing Charge and/or Unit Rate has effect. Where the licensee has added additional rows in accordance with paragraph S2.12, the amount for each Unit Rate for each time period must correspond to the relevant row for each time period.

S2.14 The licensee must replace "[Entry 11]" with text setting out the amount of the Unit Rate (in pence) which applies on the date its new Standing Charge and/or Unit Rate has effect. Where the licensee has added additional rows in accordance with paragraph S2.12, the amount for each Unit Rate for each time period must correspond to the relevant row for each time period.

S2.15 The licensee must replace "[Entry 12]" with text setting out a statement to the effect that the prices set out pursuant to S2.7 – S2.14 above are shown exclusive of VAT at the applicable rate, but that VAT will be added to the Domestic Customer's total bill.

Schedule 3 to Standard Condition 23

S3.1 This paragraph applies to a Dual Fuel Account in respect of any Tariff that that has a single Unit Rate and single Standing Charge and which is a Non-Time of Use Tariff.

S3.2. Where paragraph S3.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 4(f) of Standard Condition 23 of the relevant [Gas/Electricity] licence and sub-paragraph 4(f) of Standard Condition 23 of the relevant [Gas/Electricity] is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 3 to Standard Condition 23 of both the [Gas/Electricity] licence and the [Gas/Electricity] licence, contains all of the information that appears in that template picture:

		Current prices until [Entry 1]	New prices after [Entry 2]
Electricity	Standing charge (per day)	[Entry 3]p	[Entry 4]p
	Unit rate (per kWh)	[Entry 5]p	[Entry 6]p
Gas	Standing charge (per day)	[Entry 7]p	[Entry 8]p
	Unit rate (per kWh)	[Entry 9]p	[Entry 10]p

[Entry 11]

Part 2

S3.3 In respect of each Tariff to which paragraph S3.1 applies, the licensee must ensure that the contents of the template picture shown in paragraph S3.2 are populated in accordance with paragraphs S3.4 to S3.14.

S3.4 The licensee must replace "[Entry 1]" with text setting out the date (in the format of day, month, year) immediately before the date its new Standing Charge and Unit Rate has effect.

S3.5 The licensee must replace "[Entry 2]" with text setting out the date (in the format of day, month, year) on which its new Standing Charge and Unit Rate has effect.

S3.6 The licensee must replace "[Entry 3]" with text setting out the amount of the Standing Charge which applied to the electricity Tariff immediately before the date its new Standing Charge and/or Unit Rate has effect.

S3.7 The licensee must replace "[Entry 4]" with text setting out the amount of the Standing Charge (in pence) which applies to the electricity Tariff on the date its new Standing Charge and/or Unit Rate has effect.

S3.8 The licensee must replace "[Entry 5]" with text setting out the amount of the Unit Rate (in pence) which applied to the electricity Tariff immediately before the date on which its new Standing Charge and/or Unit Rate has effect.

S3.9 The licensee must replace "[Entry 6]" with text setting out the amount of the Unit Rate (in pence) which applies to the electricity Tariff on the date its new Standing Charge and/or Unit Rate has effect.

S3.10 The licensee must replace "[Entry 7]" with text setting out the amount of the Standing Charge which applied to the gas Tariff immediately before the date its new Standing Charge and/or Unit Rate has effect.

S3.11 The licensee must replace "[Entry 8]" with text setting out the amount of the Standing Charge (in pence) which applies to the gas Tariff on the date its new Standing Charge and/or Unit Rate has effect.

S3.12 The licensee must replace "[Entry 9]" with text setting out the amount of the Unit Rate (in pence) which applied to the gas Tariff immediately before the date on which its new Standing Charge and/or Unit Rate has effect.

S3.13 The licensee must replace "[Entry 10]" with text setting out the amount of the Unit Rate (in pence) which applies to the gas Tariff on the date its new Standing Charge and/or Unit Rate has effect.

S3.14 The licensee must replace "[Entry 11]" with text setting out a statement to the effect that the prices set out pursuant to S3.6 – S3.13 above are shown exclusive of VAT at the applicable rate, but that VAT will be added to the Domestic Customer's total bill.

Schedule 4 to Standard Condition 23

S4.1 This paragraph applies to a Dual Fuel Account in respect of any Tariff that is a Time of Use Tariff.

S4.2. Where paragraph S4.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 4(f) of Standard Condition 23 is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 4 to Standard Condition 23 of both the Gas Supply Licence and the Electricity Supply Licence, contains all of the information that appears in that template picture:

		Current prices until [Entry 1]	New prices after [Entry 2]
Electricity	Standing charge (per day)	[Entry 3]p	[Entry 4]p
	Unit rate – [Entry 5] (per kWh)	[Entry 6]p	[Entry 7]p
	Unit rate – [Entry 8] (per kWh)	[Entry 9]p	[Entry 10]p
Gas	Standing charge (per day)	[Entry 11]p	[Entry 12]p
	Unit rate (per kWh)	[Entry 13]p	[Entry 14]p
[Entry 15]			

S4.3 In respect of each Tariff to which paragraph S4.1 applies, the licensee must ensure that the contents of the template picture shown in paragraph S4.2 are populated in accordance with paragraphs S4.4 to S4.18.

S4.4 The licensee must replace “[Entry 1]” with text setting out the date (in the format of day, month, year) immediately before the date its new Standing Charge and Unit Rate has effect.

S4.5 The licensee must replace “[Entry 2]” with text setting out the date (in the format of day, month, year) on which its new Standing Charge and Unit Rate has effect.

S4.6 The licensee must replace “[Entry 3]” with text setting out the amount of the Standing Charge which applied to the electricity Tariff immediately before the date its new Standing Charge and/or Unit Rate has effect.

S4.7 The licensee must replace “[Entry 4]” with text setting out the amount of the Standing Charge (in pence) which applies to the electricity Tariff on the date its new Standing Charge and/or Unit Rate has effect.

S4.8 The licensee must replace “[Entry 5]” with text (adding additional rows where necessary) setting out each time period which applies to the electricity Tariff during each day period.

S4.9 The licensee must replace “[Entry 6]” with text setting out the amount of the Unit Rate (in pence) which applied to the electricity Tariff in respect of each day period immediately before the date on which its new Standing Charge and/or Unit Rate has effect. Where the licensee has added additional rows in accordance with paragraph S4.8,

the amount for each Unit Rate for each time period must correspond to the relevant row for each time period.

S4.10 The licensee must replace "[Entry 7]" with text setting out the amount of the Unit Rate (in pence) which applies to the electricity Tariff in respect of each day period on the date its new Standing Charge and/or Unit Rate has effect. Where the licensee has added additional rows in accordance with paragraph S4.8, the amount for each Unit Rate for each time period must correspond to the relevant row for each time period.

S4.11 The licensee must replace "[Entry 8]" with text (adding additional rows where necessary) setting out each time period which applies to the electricity Tariff during each night period.

S4.12 The licensee must replace "[Entry 9]" with text setting out the amount of the Unit Rate (in pence) which applied to the electricity Tariff in respect of each night period immediately before the date on which its new Standing Charge and/or Unit Rate has effect. Where the licensee has added additional rows in accordance with paragraph S4.11, the amount for each Unit Rate for each time period must correspond to the relevant row for each time period.

S4.13 The licensee must replace "[Entry 10]" with text setting out the amount of the Unit Rate (in pence) which applies to the electricity Tariff in respect of each night period on the date its new Standing Charge and/or Unit Rate has effect. Where the licensee has added additional rows in accordance with paragraph S4.11, the amount for each Unit Rate for each time period must correspond to the relevant row for each time period.

S4.14 The licensee must replace "[Entry 11]" with text setting out the amount of the Standing Charge which applied to the gas Tariff immediately before the date its new Standing Charge and/or Unit Rate has effect.

S4.15 The licensee must replace "[Entry 12]" with text setting out the amount of the Standing Charge (in pence) which applies to the gas Tariff on the date its new Standing Charge and/or Unit Rate has effect.

S4.16 The licensee must replace "[Entry 13]" with text setting out the amount of the Unit Rate (in pence) which applied to the gas Tariff immediately before the date on which its new Standing Charge and/or Unit Rate has effect.

S4.17 The licensee must replace "[Entry 14]" with text setting out the amount of the Unit Rate (in pence) which applies to the gas Tariff on the date its new Standing Charge and/or Unit Rate has effect.

S4.18 The licensee must replace "[Entry 15]" with text setting out a statement to the effect that the prices set out pursuant to S4.6 – S4.17 above are shown exclusive of VAT at the applicable rate, but that VAT will be added to the Domestic Customer's total bill.

Schedule 5 to Standard Condition 23

Part 1

S5.1 This paragraph applies to any Tariff, except where S6.1 of Schedule 6 applies.

S5.2 Where paragraph S5.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 4(g) of Standard Condition 23 is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 5, contains all of the information that appears in that template picture:

	Current prices until [Entry 1]	New prices after [Entry 2]	Increase in personal projection
Your personal projection for the year	£[Entry 3]	£[Entry 4]	£[Entry 5]
[Entry 6]			

Part 2

S5.3 In respect of each Tariff to which paragraph S5.1 applies, the licensee must ensure that the contents of the template picture shown in paragraph S5.2 are populated in accordance with paragraphs S5.4 to S5.9.

S5.4 The licensee must replace "[Entry 1]" with text setting out the date (in the format of day, month, year) immediately before the date its new Standing Charge and Unit Rate has effect.

S5.5 The licensee must replace "[Entry 2]" with text setting out the date (in the format of day, month, year) on which its new Standing Charge and Unit Rate has effect.

S5.6 The licensee must replace "[Entry 3]" with text setting out the Estimated Annual Costs which applied to the Domestic Customer immediately before the date its new Standing Charge and/or Unit Rate has effect.

S5.7 The licensee must replace "[Entry 4]" with text setting out the Estimated Annual Costs which apply to the Domestic Customer immediately after the date its new Standing Charge and/or Unit Rate has effect.

S5.8 The licensee must replace "[Entry 5]" with text setting out the amount (in pounds sterling) produced by subtracting the amount set out at "[Entry 3]" from the amount set out at "[Entry 4]".

S5.9 The licensee must replace "[Entry 6]" with text setting out a brief statement explaining what is included and excluded from the Estimated Monthly Costs and Estimated Annual Costs.

Schedule 6 to Standard Condition 23

Part 1

S6.1 This paragraph applies to a Dual Fuel Account in respect of any Tariff.

S6.2 Where paragraph S6.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 4(g) of Standard Condition 23 is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 6 to Standard Condition 23 of both the Gas Supply Licence and the Electricity Supply Licence, contains all of the information that appears in that template picture:

		Current prices until [Entry 1]	New prices after [Entry 2]	Increase in personal projection
Your personal projection for the year	Electricity	£[Entry 3]	£[Entry 4]	£[Entry 5]
	Gas	£[Entry 6]	£[Entry 7]	£[Entry 8]
[Entry 9]				

Part 2

S6.3 In respect of each Tariff to which paragraph S6.1 applies, the licensee must ensure that the contents of the template picture shown in paragraph S6.2 are populated in accordance with paragraphs S6.4 to S6.12.

S6.4 The licensee must replace "[Entry 1]" with text setting out the date (in the format of day, month, year) immediately before the date its new Standing Charge and Unit Rate has effect.

S6.5 The licensee must replace "[Entry 2]" with text setting out the date (in the format of day, month, year) on which its new Standing Charge and Unit Rate has effect.

S6.6 The licensee must replace "[Entry 3]" with text setting out (in pounds sterling) the Estimated Annual Costs in respect of electricity which applied to the Domestic Customer immediately before the date its new Standing Charge and/or Unit Rate has effect.

S6.7 The licensee must replace "[Entry 4]" with text setting out the Estimated Annual Costs in respect of electricity which apply to the Domestic Customer immediately after the date its new Standing Charge and/or Unit Rate has effect.

S6.8 The licensee must replace "[Entry 5]" with text setting out the amount (in pounds sterling) produced by subtracting the amount set out at "[Entry 3]" from the amount set out at "[Entry 4]".

S6.9 The licensee must replace "[Entry 6]" with text setting out (in pounds sterling) the Estimated Annual Costs in respect of gas which applied to the Domestic Customer immediately before the date its new Standing Charge and/or Unit Rate has effect.

S6.10 The licensee must replace "[Entry 7]" with text setting out the Estimated Annual Costs in respect of gas which apply to the Domestic Customer immediately after the date its new Standing Charge and/or Unit Rate has effect.

S6.11 The licensee must replace "[Entry 8]" with text setting out the amount (in pounds sterling) produced by subtracting the amount set out at "[Entry 6]" from the amount set out at "[Entry 7]".

S6.12 The licensee must replace "[Entry 9]" with text setting out a brief statement explaining what is included and excluded from the Estimated Monthly Costs and Estimated Annual Costs.

11. Amendments to SLC 24

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 is required to gives Notice of an increase in the Charges for the Supply of [Electricity/Gas] or any other unilateral variation ~~of a term of the contract~~ in accordance with paragraph 3 of standard condition 23 (Notification of Domestic Supply Contract terms) ~~and sub-paragraph 6(a) of that condition binds the licensee.~~

Length of notice period for termination

24.6 The licensee must ensure that any notice period for termination of any Evergreen Supply Contract is no longer than 28 days.

Termination of Evergreen Supply Contracts

24.7 In relation to any Evergreen Supply Contract, the licensee must ensure that the Domestic Customer is entitled to give notice to terminate the Evergreen Supply Contract at any time.

Termination of Fixed Term Supply Contracts

24.8 In relation to each Fixed Term Supply Contract, the licensee must ensure that:

(a) a Domestic Customer is entitled to take steps to facilitate changing to any other [Gas/Electricity Supplier] (but not complete the process of changing supplier) any time without having to pay a Termination Fee;

(b) unless the Domestic Customer has already entered into a new Fixed Term Supply Contract with the licensee or paragraph 22C.5 of Standard Condition 22C applies, a Domestic Customer is entitled to switch to any other [Gas/Electricity Supplier] at any time during or after the Switching Window without having to pay a Termination Fee;

(c) a Domestic Customer is not required to give any form of notice to terminate a Fixed Term Supply Contract or to switch supplier.

Continuation of Fixed Term Supply Contract terms for interim period

24.9 In relation to each Fixed Term Supply Contract, unless the Domestic Customer has entered into a new Fixed Term Supply Contract with the licensee or paragraph 22C.5 of Standard Condition 22C applies, the licensee must ensure that where paragraph 22C.10

applies a Domestic Customer will continue to be subject to the same Charges for the Supply of [Gas/Electricity] and the same terms and conditions (but not any Termination Fee) that applied to that Fixed Term Supply Contract until they have changed their supplier.

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

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

(b)where:

(i) the condition in sub-paragraph 24.10(a) is met; and

(ii) the Domestic Customer has paid any Outstanding Charges within 30 Working Days after the Domestic Customer receives Notice that the licensee intends to prevent the Domestic Customer's Proposed Supplier Transfer.

24.11 In relation to each Fixed Term Supply Contract, where paragraph 22C.5 of Standard Condition 22C does not apply and a Domestic Customer has entered into a new Fixed Term Supply Contract with the licensee, the licensee must ensure that where paragraph 24.12 applies a Domestic Customer will continue to be subject to the same Charges for the Supply of [Gas/Electricity] and the same terms and conditions (but not any Termination Fee) that applied to that Fixed Term Supply Contract until the new Fixed Term Supply Contract comes into effect.

24.12 This paragraph applies where a new Fixed Term Supply Contract comes into effect no later than 20 Working Days after (but not including) the date on which the fixed term period of a Fixed Term Supply Contract ends.

Terms of Domestic Supply Contracts

24.13 The licensee must ensure that each Domestic Supply Contract contains terms and conditions which reflect the provisions of Standard Condition 24.

24.14 The licensee must not enforce or take advantage of any term of a Domestic Supply Contract if:

(a) the inclusion of that term is incompatible with Standard Condition 24; or

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

Definitions for condition

24.15 For the purposes of this condition "Switching Window" means the period which begins 42 days before the date the fixed term period of a Fixed Term Supply Contract is due to end and which ends on the date the fixed term period of a Fixed Term Supply Contract is due to end.

13. Amendments to SLC 31A⁸

Condition 31A. Information about electricity consumption patterns

31-A.1 The licensee must provide the information contained in –

(a) paragraph 31.A.2 on every Bill or statement of account sent to a Domestic Customer; and

(b) sub-paragraphs 31.A.2(b), ~~(c), (d), (e)~~ and ~~(f)~~ where there is an increase to the Charges for the Supply of Electricity, to every Domestic Customer who does not receive a Bill or statement of account at least once in every three months, within 65 Working Days of the date of the Notice of each increase.

31-A.2 The information provided for in paragraph 31.A.1 is –

(a) subject to paragraph 31.A.3, a comparison of the Domestic Customer's electricity consumption for the period covered by the Bill or statement of account, with the Domestic Customer's electricity consumption for the corresponding period in the previous year (for the purposes of this condition, the "corresponding period");

(b) the Domestic Customer's Exact Tariff Name;

(c) the Domestic Customer's Annual Consumption Details ~~except where a Domestic Customer has held their Domestic Supply Contract for less than 12 months—~~

~~(i) the quantity of electricity supplied to the Domestic Customer's Domestic Premises during the previous 12 months; and~~

~~(ii) an illustrative projection of the cost in pounds sterling of the quantity of electricity supplied to the Domestic Customer's Domestic Premises for the forthcoming 12 months assuming those premises are supplied with the same quantity of electricity as during the previous 12 months.~~

~~(d) the Domestic Customer's Estimated Annual Costs;~~

~~(e) the Domestic Customer's:~~

~~(i) Relevant Cheapest Tariff information and Estimated Annual Savings; and~~

~~(ii) Alternative Cheapest Tariff information and Estimated Annual Savings; and~~

~~(f) the Domestic Customer's Tariff Comparison Rate.~~

31-A.3 The requirement in sub-paragraph 31.A.2(a) only applies if the licensee has been contracted to supply electricity to the same Domestic Customer at the same Domestic Premises throughout the period:

(a) commencing with the start of the corresponding period; and

⁸ Whilst these draft amendments relate to the electricity version of SLC 31A it is envisaged that equivalent amendments would be made to the gas version.

(b) ending with the end of the period to which the Bill or statement of account relates.

31.A.4 The licensee must provide the following information to every Domestic Customer at least once in respect of every 12 month period Month Period at the Relevant Time a Written document (hereafter referred to as an "Annual Statement") which has the title ["Your Annual Summary"] and which subject to Supplier and Consumer Information only contains the following information –

(a) the Domestic Customer's Exact Tariff Name;

(b) the Domestic Customer's Annual Consumption Details; ~~except where the Domestic Customer has held their Domestic Supply Contract for less than 12 months—~~

(i) ~~the quantity of electricity supplied to the Domestic Customer's Domestic Premises during the previous 12 months;~~

(ii)

(c) the Domestic Customer's Estimated Annual Costs ~~an illustrative projection of the cost in pounds sterling of the quantity of electricity supplied to the Domestic Customer's Domestic Premises for the forthcoming 12 months assuming those premises are supplied with the same quantity of electricity as during the previous 12 months;~~

~~(d)(e)~~ the Domestic Customer's:

(i) Relevant Cheapest Tariff information and Estimated Annual Savings; and

(ii) Alternative Cheapest Tariff information and Estimated Annual Savings;

(e)(d) details of the Relevant Principal Terms of the Domestic Customer's Domestic Supply Contract;

(f)(e) a reminder in a prominent position that the Domestic Customer may wish to consider ~~change~~ing their Electricity Supplier; ~~and~~

(g)(f) information about where the Domestic Customer may obtain impartial advice and information about changing their Electricity Supplier; ~~and~~

(h) the Domestic Customer's Tariff Comparison Rate.

31.A.5 The licensee must:

(a) present the information contained on a Bill, statement of account and Annual Statement in a form that is clear and easy to understand which does not mislead the Domestic Customer to whom it is directed and is otherwise fair both in terms of its content and in terms of how it is presented;

(aa) ensure that the Annual Statement is separate from any other document (including, but not limited to, a Bill or statement of account) and is provided to the Domestic Customer separately from any other document (including, but not limited to, a Bill or statement of account);

(ab) ensure that the information contained on a Bill, statement of account and Annual Statement contains text of a colour which is readily distinguishable from the background medium;

(b) when providing information about **Annual Consumption Details** ~~the quantity of electricity supplied or to be supplied~~ in accordance with paragraph 31-A.2 or 4.7;

(i) include details of any time of use tariffs which may apply to the Domestic Supply Contract;

(ii) display the quantity of electricity in kilowatt hours;

(c) make it clear on the Bill, statement of account or Notice whether any estimates of the Domestic Customer's electricity consumption have been used in producing the information; and

(d) when providing an illustrative projection **Estimated Annual Costs** ~~of costs~~ under paragraphs 31-A.2 or 4.7

(i) set out the **Relevant** Charges for the Supply of Electricity that have been used;

(ii) explain how the Estimated Annual Costs has been calculated and set out the calculation used; and

(iii) if the Domestic Customer has an Evergreen Tariff, include a statement to the effect that the Charges for the Supply of Electricity may be increased by the licensee in the future;

(e) when providing details of the Relevant Principal Terms in accordance with sub-paragraph 4, all the Relevant Principal Terms must be provided together in the same part of the Annual Statement under the heading [**"Key Contractual Terms"**].

31-A.6 The licensee must send the first Annual Statement on or before 31 December 2010 to every existing Domestic Customer who has held their Domestic Supply Contract with the licensee for at least 12 months on 1 April 2010.

Additional rules for Relevant Cheapest Tariff and Alternative Cheapest Tariff information

31A.7 Where the licensee provides a Domestic Customer with information about their Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff, the licensee must provide, in close proximity, a statement (in plain and intelligible language) to the effect that changing tariffs may involve changing to materially different terms and conditions.

31A.8 This paragraph applies where:

(a) the licensee only has one Tariff (or, where there are any Affiliate [**Electricity/Gas**] Licensees, the licensee and any Affiliate [**Electricity/Gas**] Licensees only have one Tariff); and/or

(b) the Domestic Customer is already subject to the licensee's (or, where there are any Affiliate [**Electricity/Gas**] Licensees, the licensee's and any Affiliate [**Electricity/Gas**] Licensee's) Relevant Cheapest Tariff and/or Alternative Cheapest Tariff (as applicable).

31A.9 Where paragraph 31A.8 applies, the licensee must provide a statement, in plain and intelligible language, to the effect that the Domestic Customer is already subject to

the Relevant Cheapest Tariff and/or Alternative Cheapest Tariff (as applicable) and that they will be informed at least once a year if the position changes.

31A.10 Where the Domestic Customer is using a Prepayment Meter, instead of providing that Domestic Customer with information about their Alternative Cheapest Tariff, the licensee must provide a statement to the effect that a Domestic Customer with Outstanding Charges may be able to change their supplier by agreeing with a new [Electricity Supplier/Gas Supplier] that the Outstanding Charges may be assigned by the licensee in accordance with the Protocol.

Terms of Domestic Supply Contracts

31A.11 The licensee must ensure that each Domestic Supply Contract and Deemed Contract contains terms and conditions which reflect the provisions of Standard Condition 31A.

Prescriptive format requirements

31A.12 The licensee must comply with sub-paragraphs 31A.2 (b) to (f) (including in conjunction with paragraphs 31A.7 to 31A.10) in accordance with the requirements of Schedules 1 to 4 to Standard Condition 31A.

31A.13 The licensee must comply with paragraph 31A.3 (including in conjunction with paragraphs 31A.7 to 31A.10) in accordance with the requirements of Schedule 5 to Standard Condition 31A.

Guidance

31A.14 The licensee must have regard to any guidance on Relevant Matters for SLC 31A which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise.

Definitions for condition

31A.7~~15~~ For the purposes of this condition:

"12 Month Period" means 12 months from the date the licensee began to supply the Domestic Customer and each further consecutive period of 12 months after that period of 12 months.

"Annual Statement" means the document described in ~~information to be provided by the licensee to a Domestic Customer in accordance with standard condition 31A.4.~~

"Exact Tariff Name" means the full and exact name of the tariff that is used to calculate Charges for the Supply of Electricity under the relevant Domestic Supply Contract.

"Relevant Matters for SLC 31A" means:

(a) the format and/or display of any information which must be included in a Bill, statement of account or Annual Statement;

(b) the methodology by which any calculations in relation to any information which must be included in a Bill, statement of account or Annual Statement must be carried out by the licensee (including, but not limited to, any calculations relating to the [gas/electricity] consumption of a Domestic Customer and the monthly and annual costs of a Domestic Customer); and

(c) the interpretation of Standard Condition 31A.

“Relevant Principal Terms” means, in respect of any form of Contract or Deemed Contract, the terms that relate to:

(a) Charges for the Supply of Electricity;

(aa) where the licensee is relying on sub-paragraph 11(a) of Standard Condition 22C or sub-paragraph 8(a) of Standard Condition 23, the method by which Charges for the Supply of [Electricity/Gas] fluctuate automatically;

(ab) where the licensee is relying on sub-paragraph 11(b) of Standard Condition 22C or sub-paragraph 8(b) of Standard Condition 23, the precise variations to the Charges for the Supply of [Electricity/Gas];

(b) The duration of the Contract or Deemed Contract (including any arrangements for renewing or extending the duration of the Contract or any fixed term periods);

(c) The rights to end the Contract (including any obligation to pay a Termination Fee) or the circumstance in which a Deemed Contract will end; and

(d) Any other terms that may reasonably be considered to significantly affect the evaluation by the Customer whether to change their Electricity Supplier.

“Relevant Time” means immediately after the last month of each 12 Month Period, and in any event no later than 30 days after the end of that 12 Month Period.

“Supplier and Customer Information” means:

(a) the name of the licensee and its contact details;

(b) the name and address of the Domestic Customer;

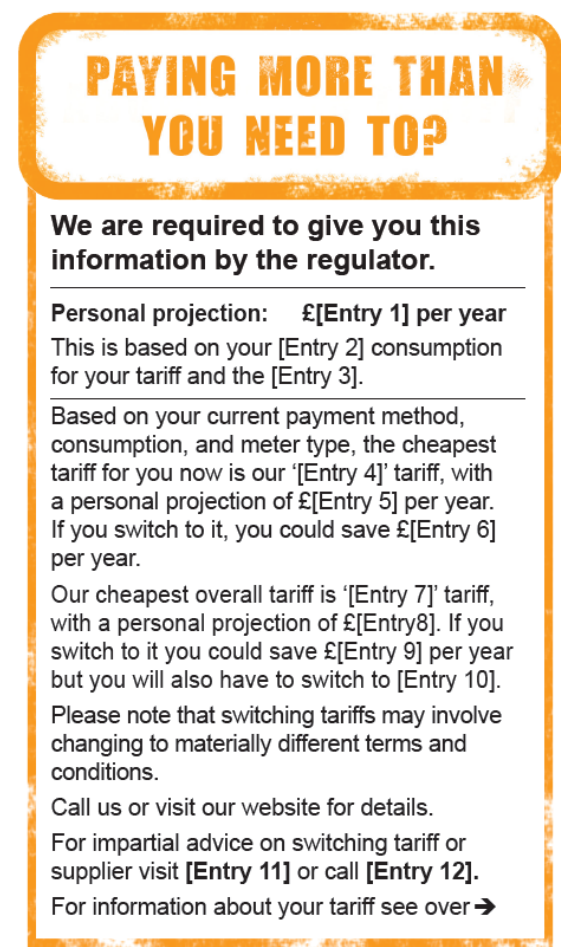
(c) other information used for the purposes of identifying Domestic Customer; and

(d) the date of the Annual Statement.

Schedule 1 to Standard Condition 31A

Part 1

S1.1. The licensee must ensure that, except where the conditions set out in Schedule 3 apply, the 'Paying More Than You Need To?' label set out in this Schedule 1 is displayed on the right hand side on the first page of every Bill or statement of account in a format that is fully consistent with the template picture below (excluding the colour) and, subject to the requirements of Part 2 of this Schedule 1, contains all of the information that appears in the template picture.



Part 2

S1.2. In respect of a Bill or statement of account on which must be displayed the "Paying More Than You Need To" label set out in Part 1 of this Schedule 1, the licensee must ensure that the contents of the template picture shown in Schedule 1 are populated in accordance with paragraphs s1.3 to S1.14.

S1.3. The licensee must replace "[Entry 1]" with text setting out the Domestic Customer's Estimated Annual Costs.

S1.4. The licensee must replace "[Entry 2]" with:

- (a) where subparagraph (a) of the definition of Annual Consumption Details applies, the text “actual”; or
- (b) where subparagraph (b) of the definition of Annual Consumption Details applies, the text “estimated”.

S1.5. The licensee must replace “[Entry 3]” with:

- (a) where the licensee has publicly announced an increase or decrease in the Charges for the Supply of [Gas/Electricity], the text “new prices”; or
- (b) in any other case, the text “current prices”.

S1.6. The licensee must replace “[Entry 4]” with text setting out the Exact Tariff Name of the Relevant Cheapest Tariff.

S1.7. The licensee must replace “[Entry 5]” with text setting out the Estimated Annual Costs which would apply to the Domestic Customer if they were to switch to the Relevant Cheapest Tariff.

S1.8. The licensee must replace “[Entry 6]” with text setting out the Estimated Annual Savings for the Relevant Cheapest Tariff.

S1.9. The licensee must replace “[Entry 7]” with text setting out the Exact Tariff Name of the Alternative Cheapest Tariff.

S1.10. The licensee must replace “[Entry 8]” with text setting out the Estimated Annual Costs which would apply to the Domestic Customer if they were to switch to the Alternative Cheapest Tariff.

S1.11. The licensee must replace “[Entry 9]” with text setting out the Estimated Annual Savings for the Alternative Cheapest Tariff.

S1.12. The licensee must replace “[Entry 10]” with text setting out a statement to the effect that changing tariffs may involve changing to materially different terms and conditions.

S1.13. The licensee must replace “[Entry 11]” with text setting out the current website URL of [Citizens Advice Bureau], or such other organisation as the Authority may specify in directions from time to time.

S1.14. The licensee must replace “[Entry 12]” with text setting out the current telephone number of [Citizens Advice Bureau], or such other organisation as the Authority may specify in directions from time to time.

Schedule 2 to Standard Condition 31A

Part 1

S2.1. The licensee must ensure that, except where the conditions set out in paragraph S3.1 of Schedule 3 are met, the ‘About Your Tariff’ label set out in this Schedule 3 is displayed on the right hand side on the second page of every Bill or statement of account in a format that is fully consistent with the template picture below (excluding the colour) and, subject to the requirements of Part 2 of this Schedule 2, contains all of the information that appears in the template picture.

ABOUT YOUR TARIFF	
Here's information about your tariff to help you to compare it with others available.	
[Entry 13]	
Tariff name	[Entry 14]
Payment method	[Entry 15]
Tariff end date	[Entry 16]
Exit fees (if you cancel before end date)	[Entry 17]
Tariff Comparison Rate (TCR)	[Entry 18] per kWh
The TCR can be used as a guide to compare the price of [Entry 19] tariffs. It is expressed as a single figure and takes account of unit rates and standing charges. It is based on a medium user who uses 3,300 kWh per year. You are a [Entry 20].	
[Entry 21]	[Entry 22] kWh

Part 2

S2.2 In respect of a Bill or statement of account on which must be displayed the “About Your Tariff” label set out in Part 1 of this Schedule 2, the licensee must ensure that the contents of the template picture shown in Part 1 of this Schedule 2 are populated in accordance with paragraphs S.2.3 to S.2.12.

S2.3. The licensee must replace “[Entry 13]” with the text [“Electricity”/“Gas”].

S2.4. The licensee must replace “[Entry 14]” with text setting out the Exact Tariff Name of the Domestic Customer’s current tariff.

S2.5. The licensee must replace “[Entry 15]” with text setting out the Exact Payment Method which applies to the Domestic Customer.

S2.6 The licensee must replace “[Entry 16]” with text setting out, where the duration of a Domestic Supply Contract is for a fixed term period, the date (in the format of day,

month, year) when the fixed term period ends. If the duration is not for a fixed term period, the licensee must replace "[Entry 16]" with "N/A".

S2.7 The licensee must replace "[Entry 17]" with text setting out, where a Termination Fee applies, the amount (in pound sterling) of the Termination Fee. If a Termination Fee does not apply, the licensee must replace "[Entry 17]" with "N/A".

S2.8 The licensee must replace "[Entry 18]" with text setting out the Tariff Comparison Rate which applies to the Domestic Customer.

S2.9 The licensee must replace "[Entry 19]" with the text ["Electricity"/"Gas"].

S2.10 Based on the Domestic Customer's Annual Consumption Details and the Ofgem Consumption Details, the licensee must replace "[Entry 20]" with text setting out that the Domestic Customer is a Low User, a Medium User or a High User of [Gas/Electricity], as appropriate.

S2.11 The licensee must replace "[Entry 21]" with:

- (a) where subparagraph (a) of the definition of Annual Consumption Details applies, the text "Your Annual Consumption over the last 12 months"; or
- (b) where subparagraph (b) of the definition of Annual Consumption Details applies, the text "Your Estimated Annual Consumption".

S2.12 The licensee must replace "[Entry 22]" with the Domestic Customer's Annual Consumption Details.

Schedule 3 to Standard Condition 31A

Part 1

S3.1. In respect of a Dual Fuel Account for any Tariff, the licensee must ensure that the 'Paying More Than You Need To?' label set out in this Schedule 3 is displayed on the right hand side on the first page of every Bill or statement of account sent to the Domestic Customer in a format that is fully consistent with the template picture below (excluding the colour) and, subject to the requirements of Part 2 of this Schedule 3, contains all of the information that appears in the template picture.

PAYING MORE THAN YOU NEED TO?

We are required to give you this information by the regulator.

Personal projection:	Electricity £[Entry 1]	Gas £[Entry 2]
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Your personal projections are per year, they are based on your [Entry 3] consumption on your current tariffs, at the [Entry 4].

Cheapest similar tariffs – based on your current payment method, consumption, and meter type:

- Electricity: '[Entry 5]' tariff, with a personal projection of £[Entry 6] per year. If you switch to it, you could save £[Entry 7] per year.
- Gas: '[Entry 8]' tariff, with a personal projection of £[Entry 9] per year. If you switch to it, you could save £[Entry 10] per year.

Cheapest overall tariffs – based on switching to [Entry 11]:

- Electricity: '[Entry 12]' tariff, with a personal projection of £[Entry 13]. If you switch to it you could save £[Entry 14] per year.
- Gas: '[Entry 15]' tariff, with a personal projection of £[Entry 16]. If you switch to it you could save £[Entry 17] per year.

Please note that switching tariffs may involve changing to materially different terms and conditions.
Call us or visit our website for details.
For impartial advice on switching tariff or supplier visit [Entry 18] or call [Entry 19].
For information about your tariffs see over →

Part 2

S3.2 In respect of a Bill or statement of account on which must be displayed the "Paying More Than You Need To" label set out in Part 1 of this Schedule 3, the licensee must ensure that the contents of the template picture shown in Part 1 of this Schedule 3 are populated in accordance with paragraphs S3.3 to S3.21.

S3.3. The licensee must replace "[Entry 1]" with text setting out the Domestic Customer's Estimated Annual Costs in respect of electricity.

S3.4 The licensee must replace "[Entry 2]" with text setting out the Domestic Customer's Estimated Annual Costs in respect of gas.

S3.5 The licensee must replace "[Entry 3]" with:

- (a) where subparagraph (a) of the definition of Annual Consumption Details applies, the text "actual"; or
- (b) where subparagraph (b) of the definition of Annual Consumption Details applies, the text "estimated".

S3.6. The licensee must replace "[Entry 4]" with:

- (a) where the licensee has publicly announced an increase or decrease in the Charges for the Supply of [Gas/Electricity], the text "new prices"; or
- (b) in any other case, the text "current prices".

S3.7. The licensee must replace "[Entry 5]" with text setting out the Exact Tariff Name of the Relevant Cheapest Tariff in respect of electricity.

S3.8. The licensee must replace "[Entry 6]" with text setting out the Estimated Annual Costs which would apply to the Domestic Customer if they were to switch to the Relevant Cheapest Tariff in respect of electricity.

S3.9. The licensee must replace "[Entry 7]" with text setting out the Estimated Annual Savings for the Relevant Cheapest Tariff in respect of electricity.

S3.10. The licensee must replace "[Entry 8]" with text setting out the Exact Tariff Name of the Relevant Cheapest Tariff in respect of gas.

S3.11. The licensee must replace "[Entry 9]" with text setting out the Estimated Annual Costs which would apply to the Domestic Customer if they were to switch to the Relevant Cheapest Tariff in respect of gas.

S3.12. The licensee must replace "[Entry 10]" with text setting out the Estimated Annual Savings for the Relevant Cheapest Tariff in respect of gas.

S3.13. The licensee must replace "[Entry 11]" with text setting out a statement (to the effect that changing tariffs may involve changing to materially different terms and conditions).

S3.14. The licensee must replace "[Entry 12]" with text setting out the Exact Tariff Name of the Alternative Cheapest Tariff in respect of electricity.

S3.15. The licensee must replace "[Entry 13]" with text setting out the Estimated Annual Costs which would apply to the Domestic Customer if they were to switch to the Alternative Cheapest Tariff in respect of electricity.

S3.16. The licensee must replace "[Entry 14]" with text setting out the Estimated Annual Savings for the Alternative Cheapest Tariff in respect of electricity.

S3.17. The licensee must replace "[Entry 15]" with text setting out the Exact Tariff Name of the Alternative Cheapest Tariff in respect of gas.

S3.18. The licensee must replace "[Entry 16]" with text setting out the Estimated Annual Costs which would apply to the Domestic Customer if they were to switch to the Alternative Cheapest Tariff in respect of gas.

S3.19. The licensee must replace "[Entry 17]" with text setting out the Estimated Annual Savings for the Alternative Cheapest Tariff in respect of gas.

S3.20. The licensee must replace "[Entry 18]" with text setting out the current website URL of [Citizens Advice Bureau], or such other organisation as the Authority may specify in directions from time to time.

S3.21. The licensee must replace "[Entry 19]" with text setting out the current telephone number of [Citizens Advice Bureau], or such other organisation as the Authority may specify in directions from time to time.

Schedule 4 to Standard Condition 31A

Part 1

In respect of a Dual Fuel Account for any Tariff, the licensee must ensure that the 'About Your Tariffs' label set out in this Schedule 4 is displayed on the right hand side on the second page of every Bill or statement of account sent to the Domestic Customer in a format that is fully consistent with the template picture below (excluding the colour) and, subject to the requirements of Part 2 of this Schedule 4, contains all of the information that appears in the template picture.

ABOUT YOUR TARIFFS

Here's information about your tariffs to help you to compare them with others available.

	Electricity	Gas
Tariff name	[Entry 20]	[Entry 21]
Payment method	[Entry 22]	[Entry 23]
Tariff end date	[Entry 24]	[Entry 25]
Exit fees (if you cancel before the end date)	[Entry 26]	[Entry 27]
Tariff Comparison Rate (TCR)	[Entry 28] per kWh	[Entry 29] per kWh
The TCR can be used as a guide to compare the price of tariffs. It is expressed as a single figure and takes account of unit rates and standing charges. For electricity tariffs it's based on a medium user who uses 3,300 kWh per year. You are a [Entry 30]. For gas tariffs it's based on a medium user who uses 16,500 kWh per year. You are a [Entry 31].		
[Entry 32]	[Entry 33] kWh	[Entry 34] kWh

Part 2

S4.2. In respect of a Bill or statement of account on which must be displayed the "About Your Tariffs" label set out in Part 1 of this Schedule 4, the licensee must ensure that the contents of the template picture shown Part 1 of this Schedule 4 are populated in accordance with paragraphs S4.3 to S4.17.

S4.3. The licensee must replace "[Entry 20]" with text setting out the Exact Tariff Name of the Domestic Customer's current electricity tariff.

S4.4. The licensee must replace "[Entry 21]" with text setting out the Exact Tariff Name of the Domestic Customer's current gas tariff.

S4.5. The licensee must replace "[Entry 22]" with text setting out the Exact Payment Method which applies to the Domestic Customer in respect of electricity.

S4.6. The licensee must replace "[Entry 23]" with text setting out the Exact Payment Method which applies to the Domestic Customer in respect of gas.

S4.7. The licensee must replace "[Entry 24]" with text setting out, where the duration of a Domestic Supply Contract in respect of electricity is for a fixed term period, the date (in the format of day, month, year) when the fixed term period ends. If the duration is not for a fixed term period, the licensee must replace "[Entry 24]" with "N/A".

S4.8. The licensee must replace "[Entry 25]" with text setting out, where the duration of a Domestic Supply Contract in respect of gas is for a fixed term period, the date (in the format of day, month, year) when the fixed term period ends. If the duration is not for a fixed term period, the licensee must replace "[Entry 25]" with "N/A".

S4.9. The licensee must replace "[Entry 26]" with text setting out, where a Termination Fee applies in respect of electricity, the amount (in pound sterling) of the Termination Fee. If a Termination Fee does not apply, the licensee must replace "[Entry 26]" with "N/A".

S4.10. The licensee must replace "[Entry 27]" with text setting out, where a Termination Fee applies in respect of gas, the amount (in pound sterling) of the Termination Fee. If a Termination Fee does not apply, the licensee must replace "[Entry 26]" with "N/A"

S4.11. The licensee must replace "[Entry 28]" with text setting out the Tariff Comparison Rate which applies to the Domestic Customer in respect of electricity.

S4.12. The licensee must replace "[Entry 29]" with text setting out the Tariff Comparison Rate which applies to the Domestic Customer in respect of gas.

S4.13. Based on the Domestic Customer's Annual Consumption Details and the Ofgem Consumption Details, the licensee must replace "[Entry 30]" with text setting out that the Domestic Customer is a Low User, a Medium User or a High User of electricity, as appropriate.

S4.14. Based on the Domestic Customer's Annual Consumption Details and the Ofgem Consumption Details, the licensee must replace "[Entry 31]" with text setting out that the Domestic Customer is a Low User, a Medium User or a High User of gas, as appropriate.

S4.15. The licensee must replace "[Entry 32]" with:

- (a) where subparagraph (a) of the definition of Annual Consumption Details applies, the text "Your Annual Consumption over the last 12 months"; or
- (b) where subparagraph (b) of the definition of Annual Consumption Details applies, the text "Your Estimated Annual Consumption".

S4.16. The licensee must replace "[Entry 33]" with the Domestic Customer's Annual Consumption Details in respect of electricity.


S4.17. The licensee must replace "[Entry 34]" with the Domestic Customer's Annual Consumption Details in respect of gas.

Schedule 5 to Standard Condition 31A

Part 1

S5.1. The licensee must ensure that it uses the below template to comply with its obligations to send an Annual Summary to each Domestic Customer under 31.A.4 of Standard Condition 31A. The licensee must do so in a format that is fully consistent with the template picture below (excluding the colour) and, subject to the requirements of Part 2 of this Schedule 5, contains all of the information that appears in the template picture.

Entry 1



Read your summary to see how much [Entry 2] you've been using, and check you're getting the best deal on the cost of your supply.

[Entry 3]

Your account number:
[Entry 4]


Summary date:
[Entry 5]

Supply address:
[Entry 6]

[Entry 7],

Your annual [Entry 8] summary


For [Entry 9] to [Entry 10]




This is important information about your [Entry 11] usage and tariff – we hope you find it helpful. You can use this information to compare your current tariff with others that are available, either from us, or from other suppliers. Please keep this summary for your records.

Remember – you always have the right to switch your tariff or your supplier. Turn over to see if you could save money by switching →

Any questions after reading your summary?

 Visit [Entry 12]

 Or call [Entry 13]
([Entry 14])

Your [Entry 15] usage summary




- [Entry 16]
- Your total costs were [Entry 17]

[Entry 18]

Based on your [Entry 19] and [Entry 20], your personal projection for the next 12 months is [Entry 21]*.

**Based on our [Entry 22] and includes [Entry 23]. If the price of your tariff changes or you change your tariff, or the amount you use, this forecast will change too.*

How do you compare?

Number of people in household	Average annual [Entry 24] usage
	[Entry 25] kWh
	[Entry 26] kWh
	[Entry 27] kWh

Based on your [Entry 28], you are considered a [Entry 29]. This means you've used around the same amount of [Entry 30] as an average [Entry 31] in Great Britain.

Could you save money on your [Entry 32]?

Based on your current payment method, consumption, and meter type, the cheapest tariff for you now is our '[Entry 33]' tariff, with a personal projection of [Entry 34] per year. If you switch to it, you could save [Entry 35] per year.

Our cheapest overall tariff is '[Entry 36]', with a personal projection of [Entry 37]. If you switch to it you could save [Entry 38] per year but you will also have to switch to [Entry 39].

Call us or visit our website for details.

Why are we sending you this?

As your energy supplier, we are required to give you this information about your usage and your right to switch.

Need independent advice about switching your tariff or supplier?

You can get advice on switching suppliers from [Entry 40]:

 [Entry 41]

 [Entry 42]

[Entry 43] has a Confidence Code for online switching sites to ensure consumers receive accurate, detailed and unbiased price comparisons.

 [Entry 44]

 [Entry 45]

About your electricity tariff

Tariff name	[Entry 46]
Tariff type	[Entry 47]
Payment method	[Entry 48]
Tariff ends on	[Entry 49]
Tariff length	[Entry 50]
Price guaranteed until	[Entry 51]
Exit fees (if you cancel this tariff before the end date)	[Entry 52]
Discounts and additional charges	[Entry 53]
Additional products or services	[Entry 54]
Personal projection (based on your [Entry 55] consumption)	[Entry 56] per year
Tariff Comparison Rate (TCR)	[Entry 57]p per kWh
You are a [Entry 58] – use the [Entry 59] figures when comparing tariffs.	

Key contractual terms

[Entry 60]

Jargon explained

kWh (kilowatt hour) – one kilowatt of power being used for one hour. It's the same as a 40-watt light bulb being left on for 25 hours. Also known as a 'unit' of energy.

Personal projection – this is based on your actual consumption and is a projection of your future yearly charge. You could compare the personal projection for your current tariff with a personal projection given to you for an alternative tariff by your current supplier, an alternative supplier or a switching site.

Switch – to change from the current supplier to a different supplier, or to change from the current tariff to a different tariff with the same supplier.

Tariff – the package of charges and conditions that a supplier offers you for providing [Entry 61].

Tariff Comparison Rate (TCR) – TCR is a figure that can be used to compare the price of the tariff you are on against alternative tariffs from your own or other suppliers. The TCR is calculated as the estimated yearly bill, divided by the amount of energy used each year by a typical low, medium or high user of electricity. The TCR takes account of any standing charge and the unit rates(s) that make up the tariff. The TCR is not based on your personal consumption and should be used as a guide only.

Part 2

S5.2. In respect of its obligations to send an Annual Summary to each Domestic Customer under 31.A.4 of Standard Condition 31A, the licensee must ensure that the contents of the template picture shown in Part 1 of this Schedule 5 are populated in accordance with paragraphs S5.3 to S5.62.

S5.3. The licensee must replace "[Entry 1]" with text setting out the brand name (the "Supply Brand") under which it supplies the Domestic Customer.

S5.4. The licensee must replace "[Entry 2]" with either the text "Electricity" or the text "Gas" in accordance with the type of energy supplied to the Domestic Customer under the Domestic Supply Contract.

S5.5. The licensee must replace "[Entry 3]" with text setting out the Domestic Customer's postal address.

S5.6. The licensee must replace "[Entry 4]" with text setting out the Domestic Customer's account number.

S5.7. The licensee must replace "[Entry 5]" with text setting out the date on which the licensee sends the Annual Summary to the Domestic Customer.

S5.8. The licensee must replace "[Entry 6]" with text setting out the address at which the Domestic Customer is supplied with energy under the Domestic Supply Contract.

S5.9. The licensee must replace "[Entry 7]" with text setting out a salutation to the Domestic Customer: e.g. "Dear Mr Jones" or "Dear Ms Jones".

S5.10. The licensee must replace "[Entry 8]" with either the text "electricity" or the text "gas" in accordance with the fuel type supplied to the Domestic Customer under the Domestic Supply Contract.

S5.11. The licensee must replace "[Entry 9]" with text setting out the date (in the format of day, month, year) on which the 12 Month Period to which the Annual Summary relates began.

S5.12. The licensee must replace "[Entry 10]" with text setting out the date (in the format of day, month, year) on which the 12 Month Period to which the Annual Summary relates ended.

S5.13. The licensee must replace "[Entry 11]" with the same text with which it replaces "[Entry 8]".

S5.14. The licensee must replace "[Entry 12]" with text setting out the current website URL of the licensee's website, or the website URL of the Supply Brand, as appropriate.

S5.15. The licensee must replace "[Entry 13]" with text setting out the current customer services telephone number of the licensee, or the customer services telephone number of the Supply Brand if any.

S5.16. The licensee must replace "[Entry 14]" with text setting out the opening hours of the customer services telephone number set out at "[Entry 13]".

S5.17. The licensee must replace "[Entry 15]" with the same text with which it replaces "[Entry 8]".

S5.18. The licensee must replace "[Entry 16]" with text setting out the Domestic Customer's Annual Consumption Details in respect of the 12 Month Period. Where sub-paragraph (b) of the definition of Annual Consumption Details applies, the licensee must inform the customer that Annual Consumption Details are partially or wholly based on the licensee's best estimate.

S5.19. The licensee must replace "[Entry 17]" with text setting out (in pound sterling) either

- (a) the amount of money paid by the Domestic Customer to the licensee during the 12 Month Period; or
- (b) the amount of money the Domestic Customer may have been expected to pay to the licensee during a 12 month period on the basis of the Domestic Customer's Annual Consumption Details.

S5.20. The licensee must either replace "[Entry 18]" with:

- (a) a bar chart displaying:
 - (i) a comparison of the amount of energy (in the format of kWh) used by the Domestic Customer during two separate periods; and
 - (ii) a comparison (in pounds sterling) of the money paid by the Domestic Customer to the licensee during the same two separate periods; or
- (b) a chart displaying information about the amount of energy (in the format of kWh) used by the Domestic Customer.

S5.21. The licensee must replace "[Entry 19]" with text setting out the basis on which it calculates the Domestic Consumer's Estimated Annual Costs (which must be set out at "[Entry 21]" in accordance with S5.23, below).

S5.22. The licensee may replace "[Entry 20]" with text setting out any additional basis on which it calculates the Domestic Consumer's Estimated Annual Costs.

S5.23. The licensee must replace "[Entry 21]" with text setting out (in pound sterling) the Domestic Customer's Estimated Annual Costs.

S5.24. The licensee must replace "[Entry 22]" with text setting out:

- (a) where the licensee has publicly announced an increase or decrease in the Charges for the Supply of [Gas/Electricity], that the Estimated Annual Costs are calculated on the basis of "new prices"; or
- (b) in any other case, that the Estimated Annual Costs are calculated on the basis of "current prices".

S5.25 The licensee must replace "[Entry 23]" with a brief statement explaining what is included (including but not limited to, value added tax and, where applicable discounts and additional charges) excluded in the Estimated Annual Costs set out at "[Entry 21]".

S5.26. The licensee must replace "[Entry 24]" with the same text with which it replaces "[Entry 8]".

S5.27. The licensee must replace "[Entry 25]" with text setting out the average energy usage applicable to Low Users in accordance with the Ofgem Consumption Details.

S5.28. The licensee must replace "[Entry 26]" with text setting out the average energy usage applicable to Medium Users in accordance with the Ofgem Consumption Details.

S5.29. The licensee must replace "[Entry 27]" with text setting out the average energy usage applicable to High Users in accordance with the Ofgem Consumption Details.

S5.30. The licensee must replace "[Entry 28]" with text setting out that it calculates the Domestic Customer's Annual Consumption Details (for the purposes of designating the Domestic Customer a Low User, a Medium User or a High User for the purposes of the Ofgem Consumption Details):

- (a) where subparagraph (a) of the definition of Annual Consumption Details applies, on the basis of the Domestic Customer's actual energy consumption over the 12 Month Period; or
- (b) where subparagraph (b) of the definition of Annual Consumption Details applies, on the basis of the Domestic Customer's estimated energy consumption over the 12 Month Period.

S5.31. The licensee must replace "[Entry 29]" with text setting out that the Domestic Customer is either a Low User, a Medium User or a High User in accordance with the Ofgem Consumption Details.

S5.32. The licensee must replace "[Entry 30]" with the same text with which it replaces "[Entry 8]".

S5.33. The licensee must replace "[Entry 31]" with text setting out that, during the 12 Month Period, the Domestic Customer used around the same amount of [electricity/gas] as:

- (a) where the Domestic Customer is a Low User, an average UK one-person household;
- (b) where the Domestic Customer is a Medium User, an average UK three-person household; or
- (c) where the Domestic Customer is a High User, an average UK five-person household.

S5.34. The licensee must replace "[Entry 32]" with the same text with which it replaces "[Entry 8]".

S5.35. The licensee must replace "[Entry 33]" with text setting out the Exact Tariff Name of the Tariff which is the Relevant Cheapest Tariff at the Relevant Time.

S5.36. The licensee must replace "[Entry 34]" with text setting out the Estimated Annual Costs which would apply to the Domestic Customer if they were to switch to the Relevant Cheapest Tariff.

S5.37. The licensee must replace "[Entry 35]" with text setting out the Estimated Annual Savings for the Relevant Cheapest Tariff.

S5.38. The licensee must replace "[Entry 36]" with text setting out the name of the licensee's tariff which is the Alternative Cheapest Tariff at the Relevant Time.

S5.39. The licensee must replace "[Entry 37]" with text setting out the Estimated Annual Costs which would apply to the Domestic Customer if they were to switch to the Alternative Cheapest Tariff.

S5.40. The licensee must replace "[Entry 38]" with text setting out the Estimated Annual Savings for the Alternative Cheapest Tariff.

S5.41. The licensee must replace "[Entry 39]" with text setting out a statement to the effect that changing tariffs may involve changing to materially different terms and conditions.

S5.42. The licensee must replace "[Entry 40]" with "Citizens Advice Bureau", or the name of such other organisation as the Authority may specify in directions from time to time.

S5.43. The licensee must replace "[Entry 41]" with text setting out the current website URL of [Citizens Advice Bureau], or such other organisation as the Authority may specify in directions from time to time.

S5.44. The licensee must replace "[Entry 42]" with text setting out the current telephone number of [Citizens Advice Bureau], or such other organisation as the Authority may specify in directions from time to time.

S5.45. The licensee must replace "[Entry 43]" with the name of the organisation responsible at the Relevant Time for the Confidence Code for online switching sites.

S5.46. The licensee must replace "[Entry 44]" with the current website URL of the organisation responsible at the Relevant Time for the Confidence Code for online switching sites.

S5.47. The licensee must replace "[Entry 45]" with the current telephone number of the organisation responsible at the Relevant Time for the Confidence Code for online switching sites.

S5.48. The licensee must replace "[Entry 46]" with text setting out the Exact Tariff Name of the tariff under which the licensee supplies the Domestic Customer.

S5.49. The licensee must replace "[Entry 47]" with text setting out a description of the Tariff Type which applies to the tariff.

S5.50. The licensee must replace "[Entry 48]" with text setting out the Exact Payment Method.

S5.51. The licensee must replace "[Entry 49]" with text setting out, where the duration of a Domestic Supply Contract is for a fixed term period, the date (in the format of day, month, year) when the fixed term period ends. If the duration is not for a fixed term period, the licensee must replace "[Entry 49]" with "N/A".

S5.52. The licensee must replace "[Entry 50]" with text setting out, where the Charges for the Supply of [Gas/Electricity] of a Domestic Supply Contract are guaranteed for a fixed term period, the date (in the format of day, month, year) when the fixed term period ends. If the Charges for the Supply of [Gas/Electricity] of the Domestic Supply Contract are not guaranteed for a fixed term period, the licensee may replace "[Entry 50]" with the text "N/A".

S5.53. The licensee must replace "[Entry 51]" with text setting out, where the duration of a Domestic Supply Contract is for a fixed term period, the length (in the format of months) of that fixed term period. If the duration is not for a fixed term period, the licensee must replace "[Entry 51]" with "N/A".

S5.54. The licensee must replace "[Entry 52]" with text setting out, where a Termination Fee applies, the amount (in pound sterling) of the Termination Fee. If a Termination Fee does not apply, the licensee must replace "[Entry 52]" with "N/A".

S5.55. The licensee must replace "[Entry 53]" with text setting out (in pound sterling) any Discounts and additional charges which apply to the tariff, including a brief description of the Discounts or additional charges.

S5.56. The licensee must replace "[Entry 54]" with text setting out any Non-Energy Products included in the tariff.

S5.57. The licensee must replace "[Entry 55]" with:

- (a) where subparagraph (a) of the definition of Annual Consumption Details applies, the text "actual"; or
- (b) where subparagraph (b) of the definition of Annual Consumption Details applies, the text "estimated".

S5.58. The licensee must replace "[Entry 56]" with the same text with which it replaces "[Entry 21]".

S5.59. The licensee must replace "[Entry 57]" with text setting out the Tariff Comparison Rate which applies to the Domestic Customer.

S5.60. The licensee must replace "[Entry 58]" with the same text with which it replaces "[Entry 28]".

S5.61. The licensee must replace "[Entry 59]" with the same text with which it replaces "[Entry 28]".

S5.62. The licensee must replace "[Entry 60]" with text setting out the Relevant Principal Terms, and where necessary, using an additional page.

S5.63.The licensee must replace “[Entry 61]” with the same text with which it replaces “[Entry 8]”.