#### To: All holders of a gas supply licence

### MODIFICATION OF THE STANDARD CONDITIONS OF THE GAS SUPPLY LICENCE UNDER SECTION 23 OF THE GAS ACT 1986

#### NOTICE OF REASONS FOR THE DECISION TO MODIFY THE STANDARD CONDITIONS OF THE GAS SUPPLY LICENCE UNDER SECTION 38A OF THE GAS ACT 1986

#### WHEREAS

1. Each of the companies to whom this document is addressed (a "Licence Holder") holds a gas supply licence granted, or treated as granted, pursuant to section 7A(1) of the Gas Act 1986 ("the Act").

2. In accordance with section 23(2) of the Act the Gas and Electricity Markets Authority ("the Authority") gave notice on 26 March 2012 ("the Notice") that it proposed to insert a new standard licence condition 12B (renumbered as standard condition 12A subsequent to the Notice) and modifications to standard licence conditions 1, 27 and 30 of the gas supply licences and requiring any representations to the modification to be made on or before 30 April 2012.

3. In accordance with section 23(4)(b) of the Act, the Authority gave such notice of its intention to make the modifications to the Secretary of State and has not received a direction not to make the modification.

4. Prior to the close of the consultation period in respect of the Notice, the Authority received 15 responses. All non-confidential responses have been placed on the Ofgem website.

5. The Authority has carefully considered in relation to the proposed modifications all representations received.

6. The reasons for the modifications are to protect consumers' interests by putting in place proportionate arrangements to proactively tackle gas theft. Further detail, including the reasons for any differences between the modifications set out in Schedule 1 and those set out in the Notice, have been published by the Authority in the following documents:

- (a) Ofgem. (October 2012) "Tackling Gas Theft: New requirements for gas suppliers", Ref 137/12;
- (b) Ofgem. (March 2012) "Tackling gas theft: the way forward", Ref 35/12;
- (c) Ofgem. (March 2012) "Tackling gas theft Final impact assessment", Ref 35A/12;
- (d) Ofgem. (August 2011) "Tackling gas theft", Ref 112/11;
- (e) Ofgem. (August 2011) "Tackling gas theft Draft Impact Assessment", Ref 112A/11.

These documents are available on the Ofgem website: <u>www.ofgem.gov.uk</u>

7. The effect of the modifications will be to ensure that each Licence Holder makes reasonable efforts to detect, prevent and investigate theft and protect consumers' interests in undertaking this activity. This will be achieved by including an overarching objective and detailed requirements to detect, prevent and investigate theft, requiring

the introduction of a "Theft Arrangement" as directed by the Authority, introducing specific standards for theft investigations and for the treatment of customers once theft is detected, introducing supporting definitions and changing the relevant objectives of the Supply Point Administration Agreement to secure compliance with standard licence condition 12A.

8. Minor changes were made to the licence drafting consulted on and these are highlighted in Schedule 1 to this modification direction.

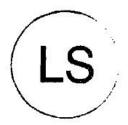
9. Where an application for permission to appeal the Authority's decision is made to the Competition Commission under section 23B of the Act, Rule 5.7 of the Competition Commission's Energy Licence Modification Appeals Rules requires the appellant to send to any relevant licence holders who are not parties to the appeal a non-confidential notice setting out the matters required in Rule 5.2. The attached Schedule 2 provides a list of the relevant licence holders in relation to this modification direction. The meaning of 'relevant licence holder' is set out in section 23(10) of the Act.

#### THEREFORE

In accordance with the powers contained in section 23(1)(b) of the Act, the Authority hereby modifies the standard licence conditions of the gas supply licences in the manner specified in the attached Schedule 1. This decision will take effect on and from 7 January 2013.

This document constitutes notice of the reasons for the decision to modify the gas supply licences as required by section 38A(1)(b) of the Act.

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



Andrew Wright Senior Partner, Markets, Duly authorised on behalf of the Gas and Electricity Markets Authority

31 October 2012

## **SCHEDULE 1**

Note that wording in Condition 12A below indicates in strikethrough any deletions in the drafting since the version consulted on in the Notice and any additions are indicated by <u>underlining.</u>

After condition 12. Matters relating to Gas Meters insert:

### Condition 12BA. Matters relateding to Theft of Gas

#### Objective and obligation to achieve it

- 12BA.1 The objective of this licence condition (the "Objective") is to ensure <u>that</u>:
  - (a) the licensee and any Representative individually and/or in cooperation with other licence holders where necessary:
    - (i) detect Theft of Gas;
    - (ii) investigate suspected Theft of Gas;
    - (iii) prevent Theft of Gas once detected;
    - (iv) prevent Theft of Gas by other means such as deterrence and the security of the supply in respect of any premises to which the licensee is registered for the purposes of the Network Code; and
  - (b) when taking the steps mentioned in sub-paragraph 12BA.1(a), the licensee and any Representative:
    - behaves and acts towards Customers in a manner which is fair, transparent, not misleading, appropriate and professional; and
    - (ii) takes into account whether the Domestic Customers and/or the occupants of the relevant <u>Domestic pP</u>remises is are of Pensionable Age, disabled or chronically sick and/or the Domestic Customers at the relevant <u>Domestic pP</u>remises will have difficulty in paying all or part of the Charges for the Supply of Gas resulting from Theft of Gas.
- 12<u>BA</u>.2 The licensee must take (and ensure that any Representative takes) all reasonable steps:
  - (a) to secure the achievement of the Objective; and
  - (b) to avoid doing anything which jeopardises its ability to achieve the Objective.

- 12<u>BA</u>.3 The steps which the licensee must take (and ensure that any Representative takes) to secure the achievement of the Objective include, without limitation, the steps which are detailed at paragraphs 12<u>BA</u>.5 to 12<u>BA</u>.16 of this condition, the obligations set out in paragraphs 3 and 4 of standard condition 17 and <u>sub-</u>paragraph 6(e) of standard condition 30.
- 12<u>BA</u>.4 For the avoidance of doubt, where the licensee is not registered at a premises for the purposes of the Network Code, its obligations under paragraphs 12<u>B.1 and 12<u>BA</u>.2 in respect of that premises are limited to the provision of notification to the Relevant Gas Transporter under paragraphs 3 and/or 4 of standard condition 17.</u>

#### Requirement to detect, prevent and investigate Theft of Gas

- 12<u>BA</u>.5 In respect of any premises to which the licensee is registered for the purposes of the Network Code, the licensee must take (and ensure that any Representative takes) all reasonable steps to detect and prevent Theft of Gas.
- 12<u>BA</u>.6 Where, in respect of any premises to which the licensee is registered for the purposes of the Network Code, the licensee has reasonable grounds to suspect Theft of Gas, it must take (and ensure that any Representative takes) all reasonable steps to investigate that suspected Theft of Gas.
- 12<u>BA</u>.7 Paragraph 12<u>BA</u>.6 does not apply if the Relevant Gas Transporter is required to investigate whether the supply of gas is/was illegally taken under paragraphs 1 and 2 of standard condition 7 of the Gas Transporters Licence.

#### **The Theft Arrangement**

- 12<u>BA</u>.8 The licensee must be a party to, comply with, and maintain such arrangement to give effect to the Objective, as the Authority may direct (the "Theft Arrangement").
- 12<del>B</del><u>A</u>.9 The licensee:
  - (a) must take such steps as are necessary and within its reasonable control; and
  - (b) must not take any unreasonable steps to prevent or delay,

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

- 12<u>BA</u>.10 The licensee must take all reasonable steps to secure and implement changes to the Theft Arrangement and its systems, procedures and processes which are necessary to give full, timely and practical effect to the Theft Arrangement.
- 12<u>BA</u>.11 The licensee must take all reasonable steps to cooperate with other licence holders where necessary, to facilitate the achievement of the Theft Arrangement.

#### Standards for Theft of Gas investigations

- 12<u>BA</u>.12 The licensee must ensure (and ensure that any Representative ensures) that the following standards are met when it is taking any of the steps referred to in paragraphs <del>12B.1, 12B.2, 12B.3 and 12B.4</del> <u>12A.1 to 12A.4</u> of this <u>C</u>condition <u>at a particular premises</u>:
  - (a) The licensee must take (and ensure that any Representative takes) all reasonable steps to identify whether:
    - the Domestic Customer and/or the occupants of <u>those</u> <u>premises which are</u> the Domestic Premises (in this condition "the relevant premises") is of Pensionable Age, disabled or chronically sick; <u>and/or</u>
    - (ii) The licensee must take (and ensure that any Representative takes) all reasonable steps to identify whether a Domestic Customer at the relevant premises will have difficulty in paying all or part of the Charges for the Supply of Gas resulting from Theft of Gas;
  - (b) <u>The licensee must take (and ensure that any Representative takes)</u> into account the Domestic Customer's ability to pay all or part of the Charges for the Supply of Gas resulting from Theft of Gas when calculating instalments, giving due consideration to:
    - (i) <u>relevant information provided by third parties, where it is</u> <u>available to the licensee; and</u>
    - (ii) where instalments will be paid using a Prepayment Meter, the value of all of the charges that are to be recovered through that meter;
  - (c) Where the licensee or any Representative has identified that a Domestic Customer and/or the occupants of the relevant premises is reasonably suspected to be of Pensionable Age, disabled or chronically sick and/or the Domestic Customer at the relevant premises will have difficulty in paying all or part of the Charges for the Supply of Gas resulting from Theft of Gas, persons of a category described in sub-paragraphs 12A.12(a)(i) and/or (ii), the licensee or any Representative must, before seeking to Disconnect the relevant premises, as a minimum offer the Domestic Customer to pay those Charges for the Supply of Gas by using a Prepayment Meter, where it is safe and reasonably practicable in all the circumstances of the case for the Domestic Customer to do so;
  - (d) Where the licensee or any Representative knows or has reason to believe that a Domestic Customer and/or the occupants of the relevant premises is of Pensionable Age, disabled, or chronically sick, there may be persons of a category described in subparagraph 12A.12(a)(i), the licensee or any Representatives must take all reasonable steps not to Disconnect the supply of gas to the relevant premises in Winter;

- (e) The licensee must have (and ensure that any Representative has) sufficient evidence to establish (on the balance of probabilities) the Statutory Disconnection Power before stopping the supply of gas to a the premises on grounds of Theft of Gas;
- (f) The licensee must have (and ensure that any Representative has) sufficient evidence to establish (on the balance of probabilities) that Theft of Gas has occurred as a result of that Customer's intentional act or by culpable negligence before requiring payment of all or part of the Charges for the Supply of Gas relating to that Theft of Gas; and
- (g) The licensee must provide (and ensure that any Representative provides) in plain and intelligible language, clear, timely and accurate information and advice to the Customer about:
  - (i) the basis of any assessment made by the licensee (or its Representative) that Theft of Gas has been committed occurred;
  - (ii) the basis for the calculation of any Charges for the Supply of Gas associated with the Theft of Gas made to the Customer;
  - (iii)what steps the Customer should take if they wish to dispute that a Theft of Gas had occurred; and
  - (iv)the steps a Customer may take to reinstate supply if the licensee (or its Representative) has exercised the Statutory Disconnection Power.
- 12<u>BA</u>.13 The licensee must keep (and ensure that any Representative keeps) a record of its compliance with its obligation under this licence condition.
- 12<u>BA</u>.14 The licensee must take all reasonable steps to establish management arrangements that facilitate the licensee's compliance with its obligations under this condition, including, as appropriate, steps to ensure that any Representative, agent and subcontractor of the licensee establish equivalent arrangements.
- 12<u>BA</u>.15 The licensee must provide to the Authority, in such manner and at such times as the Authority may reasonably require, such Information as the Authority may require or deem necessary or appropriate to enable the Authority to monitor the licensee's compliance with this condition.
- 12<u>BA</u>.16 The licensee is not required to comply with paragraph 12<u>BA</u>.15 if it could not be compelled to produce or give the Information in evidence in civil proceedings before a court.

## **Definitions for Condition**

12<del>B</del><u>A</u>.17 In this condition:

Theft of Gas	<ul> <li>includes, but is not limited to;</li> <li>(a) circumstances described in paragraphs 10(1)(a) and 11(2) of Schedule 2B to the Gas Act 1986 in so far as they relate to a gas supplier; and</li> </ul>
	(b) circumstances described in paragraphs 10(1)(b) and 10(1)(c) of Schedule 2B to the Gas Act 1986.

# **Condition 30. Supply Point Administration Agreement**

Note that wording in Condition 30 below indicates in strikethrough any deletions in the drafting since the version consulted on in the Notice and any additions are indicated by <u>underlining.</u>

Introduce new sub-paragraph after SLC 30.6(d):

30.6 The relevant objectives referred to in sub-paragraph 30(a) are:

(e) securing compliance with standard condition 12<del>B</del><u>A</u>.

# Condition 27. Payments, Security Deposits, Disconnections and final Bills

Note that wording in Condition 27 below indicates in strikethrough any deletions in the drafting since the version consulted on in the Notice and any additions are indicated by <u>underlining</u>.

Introduce new paragraph after SLC 27.8 and 27.11 27.18:

## Application

<del>27.8A</del>	The obligations described in paragraphs 27.5 to 27.8 shall not apply where the licensee is considering exercising its Statutory Disconnection Power.
<del>27.11C</del>	The prohibitions described in paragraphs 27.9 to 27.11B shall not apply where the licensee is considering exercising its Statutory Disconnection Power.
27.19	Paragraphs 27.5 to 27.11B shall not apply where the licensee is considering exercising its Statutory Disconnection Power.

## **Condition 1. Definition for standard conditions**

Insert new definition in SLC 1.2:

Statutory Disconnection Power	means paragraphs 10(2) and 11(2)(b) of Schedule 2B to the Gas Act 1986
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# Schedule 2

Gas Supplier	
Domestic & Non-Domestic	
Atlantic Gas Limited	Inveralmond House, 200 Dunkeld Road, Perth, Perthshire, PH1 3AQ, Great Britain
Axis Telecom Limited	37-43 Shirethorn House, Prospect Street, Hull, East Yorkshire, HU2 8PX, Great Britain
British Gas Trading Limited	Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD, Great Britain
Circuit Energy Supply Limited	Castlefield House, Liverpool Road, Castlefield, Manchester, M3 4SB, Great Britain
Co-Operative Energy Limited	Co-Operative Energy Limited, Co-Operative House, Warwick Technology Park Gallows Hill, Warwick, CV34 6DA, Great Britain
Countrywide Farmers Plc	Countrywide House, Asparagus Way, Vale Park, Evesham, Worcestershire, WR11 1GN, Great Britain
Crown Oil Limited	The Oil Centre, Bury New Road, Heap Bridge, Bury, Lancashire, BL9 7HY, Great Britain
Daligas Limited	178 Seven Sisters Road, London, N7 7PX, Great Britain
Donnington Energy Limited	c/o Opus Energy,Lambourne House, 311-321 Banbury Road, , Oxford, OX2 7JF, United Kingdon
Dual Energy Direct Limited	4th Floor, Premium House, The Esplanade, Worthing, West Sussex, BN11 2BJ, Great Britain
E.ON Energy Gas (Eastern) Limited	Westwood Way, Westwood Business Park, Coventry, CV4 8LG, Great Britain
E.ON Energy Solutions Limited	Westwood Way, Westwood Business Park, Coventry, CV4 8LG, Great Britain
Economy Energy Trading Limited	Rapide House, Siskin Parkway West, Conventry, Warwickshire, CV3 4PB, Great Britain
EDF Energy Customers Plc	40 Grosvenor Place, Victoria, London, SW1X 7EN, Great Britain
Energy 2 Sell Gas Supply Limited	C/O Gilmond Consulting, Richmond House, Richmond Hill, Bournemouth, BH2 6EQ, Great Britain
First Utility Limited	Point 3, Opus 40 Business Park, Haywood Road, Warwick, CV34 5AH, United Kingdom
Gas Plus Supply Limited	Network HQ, 333 Edgware Rd, London, NW9 6TD, Great Britain
Goldgas UK Limited	6th Floor, 94-96 Wigmore Street, London, W1U 3RF, Great Britain
Good Energy Gas Limited	Monkton Reach, Monkton Hill, Chippenham, SN15 1EE, Great Britain
I.C.S. 1989 Limited	1 Minster Court, Tuscam Way, Camberley, Surrey, GU15 3YY, Great Britain

Lovely Energy Limited	72 Haelands, Rugby Warwickshire, CV21 1LJ, United Kingdom
Nationwide Electricity Limited	Sterling House, Maple Court, Tankersley, Barnsley, South Yorkshire, S75 3DP, United Kingdom
Npower Direct Limited	Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB, Great Britain
Npower Gas Limited	Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB, Great Britain
Npower Northern Limited	Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB, Great Britain
Npower Yorkshire Limited	Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB, Great Britain
Open4Energy Limited	8 Forty Green Drive, Marlow, Bucks, SL7 2JY, Great Britain
Opus Energy Limited	Lambourne House, 311-321 Banbury Road, Summertown, Oxford, OX2 7JF, United Kingdon
Opus Gas Supply Limited	Lambourne House, 311-321 Banbury Road, Summertown, Oxford, OX2 7JF, United Kingdon
Ovo Gas Limited	Wellington House, Kemble Enterprise Park, Kemble, Cirencester, Gloucestershire, GL7 6BQ, Great Britain
Pan-Utility Limited	Phoenix House, Desborough Park Road, High Wycombe, Buckinghamshire, HP12 3BQ, Great Britain
Scottish Hydro Electric Gas Limited	Inveralmond House, 200 Dunkeld Road, Perth, Perthshire, PH1 3AQ, Great Britain
Scottish Power Energy Retail Limited	1 Atlantic Quay, Robertson Street, Glasgow, G2 8SP, Great Britain
Seeboard Energy Gas Limited	40 Grosvenor Place, Victoria, London, SW1X 7EN, Great Britain
Social Ventures in Energy Limited	A J Carter & Co, 22b High Street, Witney, Oxfordshire. OX28 6RB, Great Britain
Southern Electric Gas Limited	55 Vastern Road, Reading, RG1 8BU, Great Britain
Spark Energy Supply Limited	Regent House, 316 Beulah Hill, Upper Norwood, London, SE19 3HF, Great Britain
SWALEC Gas Limited	55 Vastern Road, Reading, RG1 8BU, Great Britain
Telecom Plus PLC	Network HQ, 333 Edgware Rd, London, NW9 6TD, Great Britain
The Gas Supply Company Limited	The Energy Centre, Admiral Park, St Peter Port, Guernsey, Guernsey
The Renewable Energy	Unicorn House, 7 Russell Street, Stroud,
Company Limited	Gloucestershire, GL5 3AX, Great Britain
Total Gas & Power Limited	10 Upper Bank Street, Canary Wharf, London, E14 5BF, Great Britain
UK Healthcare Corporation Limited	Portland Buildings, 127-129 Portland Street, Manchester, M1 4PZ, Great Britain
Utilita Energy Limited	Secure House, Moorside Road, Winchester, SO23 7RX, United Kingdom
Utilita Gas Limited	Secure House, Moorside Road, Winchester, Hampshire, SO23 7RX, Great Britain
Non-Domestic	

Abacus Financial Limited	Quadrant House, Floor 6, 4 Thomas More Square, London, E1W 1YW, Great Britain
Access Energy Solutions Limited	10 Nursery View, Faringdon, Oxfordshire, SN7 8SJ, Great Britain
Adrian Francis Associates Limited	Reedham House, 31 King Street West, Manchester, M3 2PJ, Great Britain
AMRECS LLC	44 Wall Street, 12th Floor, New York, NY 10005, USA
BES Commercial Electricity Limited	Parkside Stand, Fleetwood Town Football Club, Park Avenue, Fleetwood, FY7 6TX, United Kingdom
Better Business Energy Limited	Unit 18, The Bridge Business Centre, Beresford Way, Chesterfield, Derbyshire, S41 9FG, Great Britain
Better Energy Supply Limited	68 Musters Road, West Bridgford, Nottingham, NG2 7PR, Great Britain
Blizzard Utilities Limited	Swan Court, Waterhouse Street, Hemel Hempstead, Hertforshire, HP1 1DS, Great Britain
BP Gas Marketing Limited	Chertsey Road, Sunbury On Thames, Middlesex, TW16 7BP, Great Britain
Brilliant Energy Limited	c/o Callax Limited, Level 7, Tower 42, 25 Old Broad Street, London, EC2N 1HN, United Kingdom
Britannia Gas Limited	Sadler House, 14-16 Sadler Street, Middleton, Manchester, M24 5UJ, England
Business Energy Solutions Limited	Parkside Stand, Fleetwood Town Football Club, Park Avenue, Fleetwood, FY7 6TX, United Kingdom
Chevron Products UK Limited	1 Westferry Circus, Canary Wharf, London, E14 4HA, Great Britain
Circuit Energy Supply Limited	Castlefield House, Liverpool Road, Castlefield, Manchester, M3 4SB, Great Britain
Cofathec Heatsave Limited	c/o Kate Cummins Stuart House, Coronation Road, Cressex Business Park, High Wycombe, Buckinghamshire, HP12 3TA, Great Britain
Contract Natural Gas Limited	CNG House, 5 Victoria Avenue, Harrogate, North Yorkshire, HG1 1EQ, Great Britain
Corona Energy Retail 1 Limited	Edward Hyde Building, 38 Clarendon Road, Watford, WD17 1JW, Great Britain
Corona Energy Retail 2 Limited	26 Bullionslaw Drive, Rutherglen, Glasgow, G73 3NE, Great Britain
Corona Energy Retail 3 Limited	Edward Hyde Building, 38 Clarendon Road, Watford, WD17 1JW, Great Britain
Corona Energy Retail 4 Limited	Edward Hyde Building, 38 Clarendon Road, Watford, WD17 1JW, Great Britain
Data Energy Management Services Limited	Bentfield Place, Bentfield Road, Stansted, Essex, CM24 8HL, Great Britain
Distrigas S.A.	Rue de Lindustrie 10, Brussels, 1000, Belgium
Distrigaz S.A/NV	Avenue Des Arts, 31, Brussels, 1040, Belgium
Dong Energy Sales (UK) Limited	1-3 Strand, London, WC2N 5EJ, Great Britain
Dong Naturgas A/S	Agern Alle 24 - 26, Horsholm, 2970, Denmark
E.ON Energy Gas (North West) Limited	Westwood Way, Westwood Business Park, Coventry, CV4 8LG, Great Britain
E.ON UK Gas Limited	Westwood Way, Westwood Business Park, Coventry, CV4 8LG, Great Britain

E.ON UK PIC	Westwood Way, Westwood Business Park, Coventry, CV4 8LG, Great Britain
Economy Gas Limited	Universal House, Longley Lane, Manchester, M22 4SY, United Kingdom
EDF Trading Limited	80 Victoria Street, Cardinal Place, 3rd Floor, London, SW1E 5JL, Great Britain
Energy Data Company Limited	Hurst House, 131-133 new London Road, Chelmsford, Essex, CM2 0QT, Great Britain
Energy For Business Limited	Unit 3A, Rudgate Court, Rudgate, Walton, Wetherby, West Yorkshire, LS23 7BF, Great Britain
ENI Trading & Shipping S.P.A	Via Laurentina 449, 00142, Rome, Italy
Eni UK Limited	ENI House, 10 Ebury Bridge Road, London, SW1W 8PZ, Great Britain
Gazprom Marketing & Trading Retail Limited	Regent's Place 2, 20 Triton Street, London, NW1 3BF, Great Britain
GDF Suez Energy UK Limited	1 City Walk, Leeds, West Yorkshire, LS11 9DX, Great Britain
GDF Suez Marketing Limited	1 City Walk, Leeds, West Yorkshire, LS11 9DX, Great Britain
GDF Suez Sales Limited	1 City Walk, Leeds, West Yorkshire, LS11 9DX, Great Britain
GDF Suez Solutions Limited	1 City Walk, Leeds, West Yorkshire, LS11 9DX, Great Britain
ICD Gas Limited	13 Hurstdene Gardens, London, N15 6NA, Great Britain
International Power Fuel Company Limited	Senator House, 85 Queen Victoria Street, London, EC4V 4DP, Great Britain
International Power Plc	Senator House, 85 Queen Victoria Street, London, EC4V 4DP, Great Britain
J.P. Morgan Energy Europe Ltd	25 Bank Street, Canary Wharf, London, E14 5JP, United Kingdom
JP Morgan Securities plc	125 London Wall, London, EC2Y 5AJ, Great Britain
K O Brokers Limited	Euro House, 1394 High Road, Whetstone, London, N20 9YZ, Great Britain
Lourdes Associates Limited	Suite 8, Cranmore Place, Cranmore Drive, Shirley, Solihull, B90 4RZ, Great Britain
Macquarie Bank Limited	Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD, Great Britain
Macquarie Commodities Finance (UK) Limited	Ropemaker Place, 28 Ropemaker Street, London, EC2Y 9HD, Great Britian
Macquarie Factoring (UK) Limited	Ropemaker Place, 28 Ropemaker Street, London, EC2Y 9HD, Great Britain
Nationwide Gas Limited	3 Pegasus House, Pegasus Court, Olympus Avenue, Warwick, Warwickshire, CV34 6LW, Great Britain
North Sea Gas Limited	Wellesbourne House, Walton Road, Wellesbourne, Warwick, CV35 9JB, Great Britain
Npower Commercial Gas Limited	Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB, Great Britain
Regent Gas Limited	17 Metro Centre, Britannia Way Park Royal, London, NW10 7PA, Great Britain

RWE Npower Plc	Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB, Great Britain
RWE Supply and Trading Gmbh	St Peters House, 130 Wood Street, London, EC2V 6DL, Great Britain
S. C. Isramart SRL	Str. Carpatilor No 55, Bl. D19, Sc.B, Ap.11, 500269 Brasov, Brasov, Romania
SmartestEnergy Limited	Dashwood House, 69 Old Broad Street, London, EC2M 1QS, Great Britain
Société Valmy Défense 17	37 Avenue du Maréchal de Lattre de Tassigny, 59350 Saint André Lez Lille, France
SSE Energy Supply Limited	55 Vastern Road, Reading, RG1 8BU, Great Britain
Statoil (UK) Limited	1 Kingdom Street, London, W2 6BD, Great Britain
Statoil Gas Trading Limited	1 Kingdom Street, London, W2 6BD, Great Britain
Swift Administration Limited	52 High Street, Pinner, Middleses, HA5 5PW, Great Britain
Team Gas and Electricity Limited	Derry Lodge, 37 Leeds Road, Harrogate, HG2 8AY, United Kingdom
The Nuclear Decommissioning Authority	Herdus House, Westlakes Science and Technology Park, Moor Row, Cumbria, CA24 3HU, Great Britain
The Royal Bank of Scotland Public Limited Company	36 Andrew Square, Edinburgh, EH2 2YB, Great Britain
Total Energy Gas Supplies Limited	CNG House, 5 Victoria Avenue, Harrogate, North Yorkshire, HG1 1EQ, Great Britain
TXU Europe (AHG) Limited	Westwood Way, Westwood Business Park, Coventry, CV4 8LG, Great Britain
Unigas Limited	545 Hyde Road, Manchester, M1Z 5NQ, Great Britain
Universal Bioenergy Limited	117 Dartford Road, Dartford, Kent, DA1 3EN, Great Britain
Uttily (UK) Limited	118 Piccadilly, Mayfair, London, W1J 7NW, United Kingdom
Valero Energy Ltd	11 Old Jewry, 7th Floor, London, EC2R 8DU, Great Britain
Vayu Limited	3rd Floor, Macken House, 39-40A Mayor Street, Dublin 1, Ireland
WINGAS GmbH & Co KG	Friedrich Ebert Str. 160, 34119, Kassel, Germany
Wingas UK Limited	Burleigh House, 73-75 Sheen Road, Richmond, Surrey, TW9 1YJ, United Kingdom
Winnington Networks Limited	570 - 572 Etruria Road, Newcastle-under-Lyme, Staffordshire, ST5 0SU, Great Britain