Louise Van Rensburg
Ofgem
9 Millbank
London
SW1P 3GE

4 January 2013

Dear Louise,

Re: Retail Market Review – Updated proposals for businesses

Thank you for this opportunity to respond to the Retail Market Review (RMR) updated proposals for business.

Corona Energy (CE) is a non-domestic gas Shipper and Supplier. We have a diverse customer base of large and small private and public sector organisations. We believe in open and competitive markets that are transparent and fair to the consumer.

We acknowledge that the characteristics of the non-domestic GB market are markedly different to those of the domestic market. The non-domestic market is characterised by a far higher degree of customer engagement with the market place, more vigorous competition for business, a more significant role for energy brokers, and more regular transfers of customers between Suppliers.

Owing to these different market characteristics if a non-domestic consumer is not satisfied with the service received from a Supplier it is far more likely to switch Supplier. When contracting for energy the non-domestic customer is also far better placed, due to the experience it has in managing a large number of business suppliers and business services, to make educated and informed decisions about which energy Supplier to contract with. Similarly, business people are far more used to conducting negotiations and better placed to know their rights.

This is not to say that the non-domestic market is free from problems. We welcome some of the steps set out in the RMR proposals and are always willing to work constructively with Ofgem and other market participants to continually improve the market for all those engaging with it.

It is important to state at the outset of this response that in regulatory terms the RMR proposals mark a significant incursion on the competitive non-domestic market. Proposals, such as those around the Standards of Conduct, are a very significant step for Ofgem to take. Not only would they apply the new concept of "principles based regulation" across a gas and electricity market that depends upon certainty in order to attract the investment and new entrants so central to the vitality of the market, but they would also represent a significant increase in the scope and scale of regulation of the non-domestic GB market.

Proportionality is at the heart of Ofgem's legal footing in European law and is also central to its foundation in UK law. [1] The principle of proportionality means that no regulation should be introduced if

[1] 37 (4) Electricity Directive and Article 41 (4) of the Gas Directive on the requirement for Member States to establish regulators that have a proportionate approach to decisions promoting competition and the proper functioning of the market (sub para (b)) and to impose proportionate penalties (sub para (d)). As also articulated in DECC's Final Report (July 2011) of its review into Ofgem "In carrying out all functions in accordance with the primary and secondary duties, the regulator must have regard to the

the benefit that will result from the regulatory intervention is outweighed by the cost across the whole market that will result from that measure – a cost which in many instances will be borne by the end customer.

It has always been Parliament's view from the inception of competitive gas and electricity markets, that the consumer interest is best served by free and open competition between commercial entities. Any doubt arising as to whether regulation is proportionate must, therefore, fall in favour of not regulating.

While the principle of proportionality has not traditionally been pervasive across English law, the principle that businesses and consumers require different types of protection under the law has. For example the Unfair Contract Terms Act, the Supply of Goods and Services Act, and the Sale of Goods Act, all afford significantly greater protection to consumers than businesses.

The common law does recognise, through for example the principles of duress and misrepresentation that businesses can suffer from illegal practices during contract negotiations. But importantly, both the common law and statutory law in England have always recognised that businesses do not require the same protection as consumers. In seeking to provide comprehensive regulatory protection to increasingly large businesses Ofgem should not ignore these long held principles.

CE has found no problems since their introduction in adhering to the regulations pertaining to microbusiness, as the regulations in many ways mirror what the business as usual processes would be in any event. We recognise that sometimes these smaller microbusinesses – owing to resource constraints - may face certain challenges in ensuring that energy contracts are properly attended to. There may be some justification for extra contractual protections and additional notifications to be sent to this group in order to help them properly engage with the market. It may well be, therefore, that the benefits of the current SLC 7A to this group outweigh the, not insignificant, cost of compliance.

However, as a company or its energy usage grows, an assumption must be made that its ability to properly handle its contractual affairs, in particular those relating to energy, grows too. The benefit to the customer of receiving additional protections will therefore be diminished. This will mean that it is very likely that the not insignificant costs in implementing certain measures will outweigh the benefit, meaning the type of regulatory intervention previously afforded to microbusinesses may not be appropriately applied.

We note that, in fact, the proposed expansion of the scope of SLC 7A to include businesses that consume less than 293,000 KwH is not far removed from the previous microbusiness definition. However, we do have concerns about the creep of the type of regulation initially designed for domestic consumers being applied to larger and larger businesses over time.

You will find our answers to the individual questions posed in the proposals document set out below in Annex One. You will see from our responses that we are concerned about some of the proposals and feel that in fact many of them will not have a positive impact on the customers they are seeking to help. Such measures therefore fail to justify the significant cost they will create for suppliers.

Across all of the proposals we ask for a proportionate approach to implementation and enforcement. This means that regulator and Supplier should be able to work collaboratively for the good of the

need for best regulatory practice and regulatory activities should be transparent, accountable, proportionate, consistent and targeted only at cases in which action is needed."

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consumer. It also means that Ofgem must provide a full and fair view of how a licence condition ought to be implemented and how it will be enforced. In its enforcement actions, such an approach means that the greatest focus should be placed on those areas where genuine detriment to the consumer is most likely.

Through such an open approach, and an ongoing dialogue about how we as an industry can best serve energy consumers, many of the aims of the RMR could be achieved with minimal regulation, cost, or intervention in what is a thriving market.

If you have any questions on this response please contact peter.olsen@coronaenergy.co.uk.

Yours sincerely,

Peter Olsen[2]
Head of Regulatory Affairs
Corona Energy

[2] Note that as this response is being submitted electronically the signature will not appear on the document but please consider the document to be signed by Peter Olsen.

Appendix One – answers to the questions asked in the document "Retail Market Review – Updated proposals for businesses", published 26 October 2012

Question 1: Do you agree with the envisaged implementation timetable set out in this chapter? If not, what factors do we need to take into account in setting this timetable?

For the aims of the proposals set out in the RMR proposal document to be realised it is essential that Suppliers are able to, from the customer perspective, seamlessly incorporate the changes into existing processes in a way that minimises any customer detriment and maximises any benefit that may arise.

Process and IT changes take time and require a testing phase to ensure the customer experience is not detrimentally impacted.

Such process and IT changes will have to be considered for many of the proposals. Such changes cannot be commenced until there is full visibility of the final licence conditions.

The scope to conduct preparatory work in relation to many of the RMR proposals in advance of confirmation of the final licence condition is inhibited because there is yet to have taken place a dialogue around the multiplicity of customer scenarios that may occur (for example in relation to the "contract end date/cancellation date" proposal), or the exact method of enforcement (for example in relation to the "standards of conduct" proposals).

Because of this inability to conduct preparatory work during the first half of 2013, ensuring seamless integration of the RMR proposals into Supplier processes will require the implementation date to be set for late autumn 2013 at the earliest. Moreover, Ofgem must be aware of the realities of implementing changes over the summer holiday season.

In light of these considerations relating to system changes, our desired timetable for implementation of these proposals is D+4 or late autumn 2013, whichever is later.

CE would welcome a similar timetable for implementation of the Standards of Conduct. As explained below, we are confident that our processes would satisfy the requirements of the Standards of Conduct. However, owing to uncertainty relating this new type of regulation, and in order for us to respond properly to further Ofgem clarification relating to the enforcement of such standards, we will require the same timetable as we are calling for in relation to the "cancellation date/end date" proposal – i.e. implementation by late autumn 2013 or D + 4 months, whichever is later.

CE feels that a sensible implementation timetable for the RMR proposals is critical to ensuring that customers are best served by any changes introduced.

CHAPTER 2: Market Overview

Question 2: Do you have any comments on our success criteria and the outcomes we expect to see?

CE broadly agree with the criteria set out in the proposals document for assessing the success of the RMR proposals.

One element that CE feels is missing from the success criteria is the matter of proportionality: the marginal benefit accruing to customers from any given proposal must outweigh both any detriment

accruing to consumers as a result of confusion wrought by that proposal and the financial cost accruing to Energy Supplier, and by extension customers, from the measures.

Ofgem has duties in both UK and EU law to act proportionately. Any assessment of the success of its interventions must therefore have a focus on proportionality.

Our response in relation to the individual aims expressed in the document is as follows:

- ***Fewer contacts relating to unclear contract terms, contract termination and switching problems:*** we share the desire to provide clarity and good service levels to customers in relation to their contract terms, contract termination and switching processes. We agree that fewer contacts is one way of measuring this. We should at this stage point out that some of the RMR proposals – for example the contract end date/cancellation date – will in fact drive up the number of contacts to Corona Energy as a result of the confusion that they will cause.

- ***Fewer objections to supply transfer***: we fully support this aim. We have long called for action on the rate of objections from certain Suppliers in the market. We feel that objections can be a genuine barrier to a competitive marketplace. We therefore welcome any Ofgem action to reduce the number of objections for illegitimate reasons.

- ***Higher rates of customer satisfaction and fewer issues relating to poor information:*** CE constantly strives to ensure that customers are fully informed. We support this as a criterion of success.

- ***A reduction in Ofgem contacts relating to backbilling:*** CE is a signatory to the Backbilling Voluntary Standards and makes every effort to issue accurate bills and to properly handle situations where a backbill is to be issued.

- ***Improved transparency and conduct in the TPI market:*** energy brokers are central to the non-domestic energy supply market. It is therefore in the interest of all market participants that they are properly regulated. We support this criterion of success.

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CHAPTER 3: Protections for small businesses

Question 3: Do stakeholders agree with our proposal for a revised definition for the expansion of SLC 7A?

CE would like to take this opportunity to make the case for regulation that is appropriate to the size and capability of the customer. Businesses are regularly contracting for a range of business services. They are therefore far better placed to negotiate with an energy Supplier than a domestic consumer.

A distinction between consumers and businesses in the context of contractual relations has been reflected in English law for decades - for example in statutes like the Unfair Contract Terms Act 1977. The unequal bargaining power of consumers when dealing with businesses has led to the creation of a broad range of protections for consumers. Such protections do not exist for businesses because they have greater capacity to make up for any perceived or actual difference in bargaining power.

Many small and medium sized businesses use an energy broker who is able to ensure that the energy contract is understood and appropriate steps are taken to ensure that the customer is getting the best deal. Larger businesses often have specialist energy buyers. These market characteristics contrast markedly with the high levels of information asymmetry and disengagement from the market that can be found in the domestic market.

In short, if a non-domestic Supplier falls short of the customer's expectations the likelihood of the customer moving Supplier are far higher than would be the case in the domestic market.

Moreover, considerations like vulnerable or fuel poor customers who require additional protection are not relevant in the non-domestic market, expect for in exceptional circumstances.

It is Corona Energy's view that Ofgem should pay close attention to the above considerations in determining whether to spread the additional protections of SLC 7A to larger companies.

CE already seeks to provide small business customers with the appropriate degree of information and transparency to enable them to take informed choices about their contractual relations with Corona Energy.

We therefore feel that the new definition will not materially impact upon the way that we relate to our customers, except to the extent that the new SLC 7A definition coupled with other RMR proposals creates significant risks and burdens for non-domestic suppliers (as outlined below).

However, we would like to seek assurances from Ofgem that this definition will not creep further in the future: the prospect of such creep could add significant uncertainty to the market. Moreover, the type of protections set out in 7A are not relevant for companies that fall outside the expanded definition, meaning the extra expense and constraints associated with 7A would not come with any associated benefit.

We understand that Ofgem is constrained by the European definition of a microbusinesses which generates the turnover and headcount aspects of that definition[3] in the Supply licence which is then translated into the new "small business" definition. As Ofgem is aware, this aspect of the definition is the

[3] Article 2 (para 3) Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (OJ L 124, 20.5.2003 p36-41)

most difficult for suppliers to administer and monitor. While CE would welcome an amendment to this aspect of the definition we are realistic about the prospects of achieving this.

We will continue to ensure that all customers under the 7A definitions are treated in accordance with the licence condition.

Question 4: Do stakeholders foresee any significant costs or difficulties to our revised definition?

The main costs resulting from the expansion of SLC 7A will relate to the need to adhere to the other RMR proposals relating to information provision to all customers within the expanded 7A definition and any requirements to build bespoke systems to show compliance with the Standards of Conduct for this group. These impacts are set out below.

Question 5: Do stakeholders agree with our proposal to mandate contract end dates on bills for consumers covered by SLC 7A? Are there significant cost implications?

We feel that mandating the printing of contract end-dates on customer bills, statements and invoices is an unnecessary measure that will have very little impact on consumer behaviour and will therefore not justify the cost and confusion that will result from the measures. Customers already have a significant degree of visibility of the end date for the fixed period of their contract through the following means:

- the inclusion of the end of the fixed period in the offered terms before contract agreement;
- the inclusion of the end of the fixed period in the welcome pack; and
- the inclusion of the end date of the fixed period in the renewal notice sent to small business customers 90 days before their contract is due to expire.

Such communications are specifically aimed at general contract management and information. They are delivered at the correct trigger points to provide full visibility to the customers and to allow them to take informed decisions and appropriate steps regarding their gas contract with CE.

Coupled with this notification the customer also has ample opportunity to cancel its contract with CE as we already allow the cancellation of the rollover contract at any point from the time of contractual agreement. Indeed, a large number of our customers avail themselves of this opportunity. It is for this reason that we strongly support Ofgem's decision to require all Suppliers to accept notice from the customer that they do not want to be rolled over throughout the duration of that customer's contract.

We feel that the above measures taken by Corona provide the customer with full visibility of and control over their contractual arrangements.

It is CE's view that the above outlined communication of the contract end date is plentiful, adequate and appropriate.

It is true that a small minority of our customers are disengaged enough to ignore efforts to provide them notice of their contract end date in communications specifically designed to explicitly and clearly flag it up (as described above). If such customers ignore the contract end date in such communications they are even less likely to respond to a communication in a bill or invoice given that is aimed at communicating a far broader range of information.

The information currently contained on bills and invoices relates to the following matters:

- the amount of gas a customer has consumed;
- the amount they are being charged for that gas;
- the rate of VAT charged through the bill;
- the Climate Change Levy (CCL) payment being made through the bill;
- information on how the customer can pay for their gas;
- who to contact if they have a query relating to the invoice;
- how the customer can ensure accurate bills;
- how the customer can raise a complaint; and
- what to do in the instance of a suspected gas emergency.

Given that this is a long list of functions, and that many elements, like the CCL, require a detailed explanation, it is no surprise that the back of the bill is already full of text.

In order to ensure clarity for the customer, CE opts to keep the information carried on the front of the bill limited to the dynamic data conveying the amounts consumed and sums due from the customer for various aspects of the bill or invoice.

While the above detailed information does amount to a long list it is at least limited to information related to the core function of the bill or invoice: to invoice for monies relating to gas consumption and related levies and taxes. The bill or invoice is not a platform for communications relating to general contract management. There are communications that *are* directed at general account management, such as those outlined above.

It is CE's view that given that customer already have ample notice of the end date of the fixed period of their contract through appropriate communications they are very unlikely to respond if the message is repeated elsewhere, particularly if it is carried in inappropriate communications. The inclusion of this date on the bill will also clog the bill and confuse some customers. For this reason the significant IT costs associated with proposals cannot be justified.

While this proposal may seem simple there are a number of scenarios that need to be catered for. For example, confusion will be created where some customers have agreed two contracts to run consecutively. The contract end date may well be largely irrelevant to such a customer given that at the end of the contract they will enter into a second contract which they will be bound to adhere to under English contract law. Such confusion will drive customer contacts that are costly for CE to deal with and reduce customer satisfaction.

Question 6: Do stakeholders agree the last termination date should be included alongside the end date on bills? Are there any significant cost implications?

There are two significant costs associated with this proposal:

1. The significant cost associated with the IT and process changes;
2. The cost to the consumer and Supplier of the confusion that will be wrought by the changes.

These costs are not outweighed by the benefits of the proposal. The principles of proportionate regulation therefore dictate that the proposal should not be implemented.

CE already provides ample notification to the consumer about how and when they should notify us if they do not wish to go onto a rollover contract. CE does this by utilising the communications that are best suited to conveying clear account management orientated messages to the customer, such as:

- the offered terms before contract agreement;
- the welcome pack; and
- the renewal notice sent to small business customers 90 days before their contract is due to expire.

The aim of a bill or invoice is to clearly convey information relating;

- to the amount of gas a customer has consumed;
- the amount they are being charged for that gas;
- the rate of VAT charged through the bill;
- the Climate Change Levy (CCL) payment being made through the bill;
- information on how the customer can pay for their gas;
- who to contact if they have a query relating to the invoice;
- how they can ensure accurate bills;
- how they can raise a complaint; and
- what to do in the instance of a suspected has emergency.

Given that this is quite a long list of functions, and that many elements, like the CCL require a detailed explanation, it is no surprise that the back of the bill is already full of text.

CE, like many other Suppliers, opts to keep the information carried on the front of the bill limited to the dynamic data conveying the amounts consumed and sums due from the customer. Some of this information can be complex for some smaller business owners, and therefore should not be detracted from by the inclusion of unnecessary detail.

While the above detailed information carried on the bill does amount to a long list it is at least limited to information related to or relevant to core function of the bill: to invoice for monies relating to gas consumption and related levies and taxes. What the bill is not is a platform for communications relating to general contract management. There are communications that *are* directed at general account management, as outlined above.

CE utilises those communications to convey messages relevant to general account management, including messages on how and when the customer should give notice that it does not want to be automatically placed on a new contract or have the fixed period of the current contract extended. It is CE's view that those customers that fail to respond to these clear and appropriately delivered messages are highly unlikely to respond to additional messages placed on the bill.

Question 7: Do stakeholders agree with our proposal to require Suppliers to allow small business customers to give notice to terminate their contract (as from the end of the fixed term period) from the beginning of their contract? What are the implications of this proposal, including cost implications?

CE already allows customers to do this and is surprised that other Suppliers do not do likewise.

Question 8: Do stakeholders consider that it would be to the benefit of customers to allow Suppliers to terminate small business contracts, signed under the terms of SLC7A, in specific circumstances where a customer's energy usage significantly increased?

CE cannot currently see any situation where it would require this power.

In any decisions in this area Ofgem must be cognisant of the need for Shippers to forward purchase gas for a customer. There is risk and expense associated with doing this. The contract should therefore run its full term irrespective of changes in the customer's consumption.

Question 9: Do stakeholders have views on the proposed amendments to SLC 7A set out in Appendix 4?

CE repeats the answers to question 5, 6, and 7 above.

We also would like to take this opportunity to request that if Ofgem proceeds with the proposals contained within the revised SLC 7A that it makes the provisions more flexible.

Supplier's decisions relating to how they convey the proposed information (contract end date and termination date) will be driven by two major considerations: on the one hand, there are a broad range of customer scenarios that the proposed messages under the new SLC 7A will need to cater for; on the other hand, customers and Suppliers may benefit from consistent messaging across customer bills and invoices.

It is absolutely vital that the Supplier, as the entity responsible for interfacing with the customer, has the freedom and flexibility to decide whether it keeps messages consistent across customer scenarios or changes the messaging for specific customer scenarios. Suppliers have honed and developed their bills following years of development and customer feedback: they must, therefore, be the entity to determine how this information is presented to the customer should Ofgem go ahead with its proposals in this area.

The way that a customer invoice, bill or statement is presented is a key aspect of a Supplier's competitive offer and customer relationship management. It is this Supplier-customer relationship which is at the heart of the competitive market: any interference with these communications will therefore significantly undermine competition in the "small business" portion of the competitive market.

CHAPTER 4: Objections

Question 10: Do stakeholders agree that industry processes could be improved to alleviate current issues with the objections process?

Objections have been a consistent problem for the industry for a number of years. As Government and the regulator rightfully have sought to build a vibrant and competitive market the objections process, and the abuse of that process, has been a significant barrier to Suppliers winning new customers.

It is vital that Ofgem continues to do its utmost to pursue enforcement actions against any entity abusing the objections process.

Question 11: Do stakeholders agree that we do not need to make further changes to the licence conditions at this stage?

As stated in our previous RMR response CE agrees with this.

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Question 12: Do stakeholders agree that we should collect and potentially publish information from industry sources rather than from Suppliers?

As stated in our previous RMR response CE agrees with this proposal.

CHAPTER 5: Standards of Conduct

Question 13: Do you agree with our proposed approach to tackle issues in the non-domestic market? If not, which alternative proposals do you prefer?

CE notes that Ofgem has proposed to introduce the standards of conduct for "small businesses" and only for matters relating to billing, contracting, and customer transfers.

CE thinks that such an approach is duplicative of other pre-existing regulatory and legal provisions and is therefore unnecessary.

Billing and contracting activities are already comprehensively covered by SLC7A and statutory and common law provisions of contract law. Customer transfers are comprehensively covered by SLC14 and SLC14A. Ultimately, if a Supplier is in breach of these licence conditions Ofgem already has scope to take enforcement actions. Similarly, if a Supplier is in breach of contract a business customer is likely to seek redress under the express and implied terms of the contract.

The SOCs introduce a very significant degree of uncertainty into the market. While certain larger players can absorb and deal with such a risk this is not possible for non-domestic operators without major domestic portfolios or such large balance sheets. Such uncertainty is so significant that it will act as deterrent to new entrants to the market – an outcome contrary to the policy goals of Government and Ofgem.

Because each of the areas being addressed by the Standards of Conduct is already regulated by other legal and regulatory provisions, the benefit of the measures to the consumer will not outweigh the significant cost and risk outlined above. In a proportionately regulated market the proposals would not be introduced.

Question 14: Does the proposed approach to enforcement mitigate stakeholders concerns about the regulatory uncertainty and risk?

No: this new principles based regulation is very new to the GB gas and electricity market and as far as CE is aware to the UK economy and English law more broadly. We are still very uncertain about what it means for CE as a business or what it means for how Ofgem will regulate in the future.

We note that on the domestic side a dialogue has been going on for some time on how the Standards of Conduct will be enforced and how they may work in practice.

We appreciate Ofgem's efforts to engage with industry on this matter through the workshop convened in January. We regret, however, that this type of interaction lags significantly behind that on the domestic side. We also regret that such interaction has not taken place in advance of the consultation deadline for responses to the RMR proposals document.

In the absence of such interaction we still have a large number of questions relating to how Suppliers are expected to show compliance and how Ofgem will go about regulating the SOCs.

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Question 15: Do you agree the proposed binding Standards should cover small businesses only?

Yes: if Ofgem presses ahead with these standards they should be limited to "small businesses". To go beyond that would lead to a waste of resource for both Ofgem and Suppliers, and create very unnecessary exposure and uncertainty for Suppliers.

Question 16: Do you agree with the assessment that the scope of the binding requirements should focus on the relevant activities of billing, contracting, and transferring customers (and matters covered by related existing licence conditions)?

We feel that the standards of conduct are unnecessary. However, if placed in the licence they should be limited to these areas.

Question 17: Do you have any information about potential costs and benefits of the roll out of the Standards of Conduct?

As set out above we know that the exposure created through lack of certainty under a principles based regulatory framework is significant. It is impossible to quantify either the cost of system changes required to show compliance with the SOCs or the financial risk to CE from the SOCs until a full and detailed dialogue is had with Ofgem.

Question 18: Do stakeholders have views on the proposed New Standard Condition 7B set out in Appendix 4?

Our comments under questions 13,14,15,16 and 17 are repeated here for the purposes of shaping the drafting.

Proportionate enforcement

The major additional point that CE would like to make relates to enforcement. If Ofgem proceeds to introduce this new principles based framework into the licence it is absolutely essential for minimising the potentially highly detrimental impacts on the market that the SOCs are regulated in a proportionate way.

Such an approach must recognise that:

- smaller non-domestic operators without large domestic portfolios do not have the same call centre and it capacity as larger players;
- certainty about how ofgem is likely to behave in enforcement is critical for confidence in the market;
- a constructive and open dialogue between suppliers and ofgem is central to achieving positive consumer outcomes;
- asking suppliers to record and store great amounts of information relating to customers will be expensive and detract from a focus on good customer service;
- any enforcement must be proportionate to any actual or potential consumer detriment;
- businesses customers must be treated differently to domestic consumers and do not require the same degree of protection; and
- businesses should to the greatest extent possible be free to contract on the terms that they wish to contract upon.

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Delayed implementation

In light of the considerations presented in the bullets in the response to question 18 and elsewhere it will take time for Ofgem and the market to reach an understanding about this very new method of regulation.

As explained above, given the paramount importance of achieving regulatory certainty CE thinks it will be best for both Suppliers and Ofgem in achieving its regulatory aims if the implementation of the SOCs was deferred at least until late autumn 2013 or D+4, whichever is later.

CHAPTER 6: Third Party Intermediaries

Question 19: Do stakeholders agree with the proposal for Ofgem to develop options for a single Code of Practice (the Code) for non-domestic TPIs?

Yes.

Question 20: Do stakeholder consider the Code should apply to all non-domestic TPIs (including those serving small business and large businesses)?

Yes.

Question 21: What do stakeholders consider should be the status of the Code, the framework in which it should sit, and who should be responsible for monitoring and enforcing the Code?

Ofgem is the regulator with the greatest familiarity with the electricity and gas market. It should be the entity responsible for monitoring and enforcing the code.

CE would also like to offer the following thoughts on how regulation of TPIs may interact with Supplier's licences in the future. It may be that over time TPI regulation develops in such a way that it would no longer be appropriate to apply certain aspects of the supply licence to contracts when a broker is acting as agent, given the expertise they bring with them and that many provisions in TPI and energy suppliers' regulation may end up being duplicative. This is, however, a consideration that is only relevant over the medium term which must await knowledge of the detail of any TPI regulation.

Question 22: Would you like to register your interest in attending the TPI working group?

Yes. Brokers are central to CE's business. CE very much wants to be part of the process looking at how we can ensure the best customer outcomes from interactions with brokers.

Question 23: What issues should Ofgem consider in the wider review of the TPI market? What are the benefits and downsides to looking across both the domestic and non-domestic market?

The broker market must be able to ensure that the customer gets the best price, best quality of service, and has the best possible experience. CE believes that transparency is central to meeting these aims. The customer must be provided with all the information it requires to make an informed decision about who to contract with.