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Dear Louise

The Retail Market Review – Updated proposals for businesses

Please find attached E.ON's response to the consultation.

We support most of the features of the proposals namely; the proposed change to termination arrangements for fixed term contracts, additional contractual information on bills and the introduction of standards of conduct for small businesses. We also accept that there are more businesses which would benefit from the current micro business regulatory protections and whilst we believe that the definition should be based on a business's capabilities (turnover and staffing) rather than the consumption thresholds proposed we do not propose to challenge the latest proposals.

In the area of TPI activity we believe that additional regulation is required where the activity is targeted at small businesses and we will be encouraging DECC to follow this route in our response to their discussion document, "Ensuring a better deal for energy consumers". We do not support extending these principles to cover large businesses. Larger businesses are sufficiently engaged and resourced to effectively manage their energy contracts and third parties without the assistance of the Regulator.

In the event that the government do not introduce legislation requiring TPIs to be licensed we believe that the next best option is a voluntary code for TPIs operating in the small business sector. However, we are concerned that there could be a significant delay in the production of a robust code. We have reviewed the TPI code which we developed (and is now being managed independently) against the Trading Standards proposed Consumer Codes Accreditation Scheme.

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We have attached our review (attachment 3) which shows there is a good fit already and with a few changes could be made to be fully compliant. We think the code therefore offers the best means of speedy implementation and would commend it to Ofgem.

We support the steps Ofgem are taking to ensure compliance with the regulated objection process and agree that the industry can do more to improve the customer experience. We have set out in attachment 2 the changes we believe can be made to industry process/procedures which will, if implemented lead to fewer erroneous/mischievous objections by suppliers. In summary the changes we propose are;

- a. Common industry definition of a Change of Tenancy (COT)
- b. Greater due diligence by the acquiring supplier to check that a COT is genuine
- c. Additional contract information in industry flows to allow the losing supplier to check against their own contract information.

We propose to raise these issues in industry forums

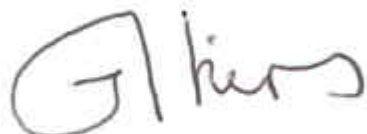
We agree with Ofgem's proposal to make clear that customers on non-fixed term evergreen tariffs can terminate their contracts at any time. However we also believe that it would be helpful if the regulations make clearer that this does not prevent a supplier from requiring a notice period before the customer can switch to another supplier. This notice period provides suppliers provides opportunity for dialogue with the customer around the conditions which apply at termination e.g. clearance of debt and give time for those conditions to be satisfied. It can depending on the notice period also reduce a suppliers risks of exposure to short term wholesale prices and as a consequence would help to reduce costs.

We are disappointed that Ofgem have decided not to address some of the issues we raised in our response to the initial RMR consultation namely;

Regulations which apply where contracts don't include auto rollover terms – This would have replaced the individual guidance previously given to E.ON. This is a missed opportunity to give the industry clarity over the regulatory process to be followed where the supplier does not include the right to auto rollover in their contracts.

Contractual changes on Change of Measurement Class – We proposed that Ofgem allow a micro-business contract to be terminated where a customer's supply characteristics change and half hourly metering is

required. In not addressing this issue suppliers will need to consider alternative methods of mitigating the risks of bearing additional third party charges if an upgrade to half hourly metering is mandated by consequence of this is to remove some of rings.



discuss any aspect of a response further.

Graham Kirby
Retail Regulation Manager

CHAPTER 1: Introduction

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?*

We are currently conducting an evaluation of the proposals in order to respond to the RFI for costs of the RMR. We will provide a view of implementation times in that response.

CHAPTER 2: Market Overview

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

We support the proposed success criteria and agree that the outcomes are desirable. It would be useful for Ofgem to make their monitoring process transparent and to publish their findings on an annual basis.

CHAPTER 3: Protections for small businesses

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

As we set out in our response to the Nov 2011 consultation we believe that it should be the capabilities of the business which should drive the regulatory protections they receive. The use of consumption information is a somewhat arbitrary way of extending the current protections to a greater number of customers but has the merits of being identifiable to a supplier. We therefore do not propose to object to the revised definition.

We believe that Ofgem should provide greater clarity that the application of the definition is at aggregate customer level and not site level. We show in attachment 1 how the definition of small business consumer can be changed to effect to this.

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

In our SME business we see no significant costs or complications with the revised definition of Small Businesses as we deem all our customers as Micro Businesses and we would apply the same principle to these proposals.

In our Corporates business we currently only have a small number of customers subject to the Micro Business regulations. Extending the coverage of SLC 7A to include consumers with annual electricity consumption of less than 100,000 kWh

or annual gas consumption of less than 293,000 kWh will increase the number of businesses managed by our Corporates team. The extent that this will impose costs or complications depends upon the regulatory processes we need to apply. As our Corporates business does not auto renew contracts and conducts all sales in writing (where the customer receives all express contract information in advance of the sale) we don't anticipate we will need to introduce any major new IS systems.

We do, however, anticipate that we will have separate processes for Small Businesses within Corporates.

Any fulfilment and terms conditions sent to Small Businesses will need to meet the regulatory requirements of "plain and intelligible" appropriate to this customer type. This material will not be appropriate to our larger customers as it could appear patronising, for instance. We will therefore use different fulfilment for these customers. In order to separate the processes in our Corporates business we will need to identify our Small Business customers. We will ask each customer to declare in writing as part of the sales process or our renewal process that they don't meet each individual criteria of a Small Business. Where a customer is unable to sign this declaration we will supply them with fulfilment appropriate to Small Businesses.

We are currently conducting an evaluation of the proposals in order to respond RFI for costs of the RMR we will provide a view of implementation times in that response

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 already include contract end dates on bills to all business customers in both our SME and Corporates businesses.

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

We agree that the inclusion of the last termination date on bills will be an important reminder to customers.

In our Corporates business, we do not currently auto-renew customers' contracts and require no termination notice; in lieu of a date, Corporate Small Business customers would find a statement on their invoice to the effect that we will contact them to discuss renewal options. We are currently assessing the cost

implications of this regulation and will include in our response to the RFI dated 30th November. Were our processes to change in future to the extent that we did auto-renew Corporate contracts, we would support the inclusion of a termination date alongside the contract end date on invoices

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?*

We are concerned that some customers who terminate their contract early may lose sight of the importance of responding to their renewal notice. Customers who fail to respond to the offer made by the supplier will move onto extended contract rates. Inherently these are more costly to supply because the tenure of the contract is uncertain and therefore there is difficulty in effectively hedging wholesale costs. However, we also recognise that the clarity of the proposal will appeal to some customers so on balance we support the proposal.

To implement the changes will require a change to systems, processes, fulfilment and terms and conditions. We are currently assessing the costs and potential benefits of the proposal and will include in our response to the RFI dated 30th November.

Currently, there are no implications of this proposal to our Corporates business. Corporate contracts do not currently undergo auto-renewal and we do not require termination notice.

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?*

As we have previously identified to Ofgem there are significant additional third party costs where industry agreements require an electricity customer to upgrade their metering to half hourly. If a supplier is permitted to terminate the contract in these circumstances it avoids the supplier having to;

- include risk premiums in the initial price, or
- specify a premium within the contract that would apply if half hourly metering is required, or
- limit the duration of contract offers to higher consuming customers, or
- quote prices separately for energy and third party services, making the latter a pass through item.

In our view none of these are of benefit to small business customers.

From our discussions with a small business representative organisation the uncertainty around third party costs is of particular concern.

We continue to believe that simplicity of offer is an attractive feature for small business customers. As we have pointed out to Ofgem previously we feel that allowing termination of the contract where industry rules requires a metering change to half hourly is a proportionate approach allowing us to retain the simplicity of our current offerings and providing customers with the opportunity to seek alternative offers. We request that Ofgem reconsiders this regulation and have attached our original proposal in attachment 1 for making this change.

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

We believe that in the main the draft licence conditions give effect to the changes Ofgem are proposing.

The current drafting should be clearer whether it is permissible for the follow on contract to include a notice period where a customer terminates a fixed term contract within the fixed term..

CHAPTER 4: Objections

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

Yes. We have included in Attachment 2, some improvements/additions to current industry processes which we believe will help to alleviate current issues. We will progress these improvement/additions through normal industry modification channels.

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

We agree that no further changes to licence conditions are required.

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

Providing there is robust level of verification and controls we do not envisage any issues if objection information is collected from industry sources rather than from suppliers.

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?*

We agree with that the proposed approach being targeted at small businesses is proportionate for the issues current in the non-domestic market.

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

Not fully. We believe that the reasonable person test is a pragmatic approach to determine the correct application of the Standards of Conduct with two important provisos.

1. It should be inherent in the reasonable person test that suppliers are only required to take steps which are proportionate to address the issue under review. Inherently the test of reasonableness is subjective and what may be reasonable for one person may not be reasonable for another. By notionally requiring the reasonable person test to consider proportionality it will mean over engineered solutions can be discounted.
2. We have concerns regarding the application of the Standards from summer 2013. We recognise that there is still much to do by suppliers to build trust with small business customers and that the Standards of Conduct are a critical element of this. We do believe Ofgem however could do more to mitigate regulatory uncertainty whilst suppliers review processes and make changes. This could either be through additional guidance on their regulatory approach during the transitional period or a softening of the requirement for a period of two years by requiring suppliers to use reasonable endeavours to comply with the standards rather than take the more stringent all reasonable steps. A test of whether a supplier was using their reasonable endeavours might be through evidence of a comprehensive programme to implement the standards within their organisation.

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

Yes. As Ofgem's own research shows larger business customers feel confident to resolve issues with their supplier through their contracts. with the Supplier. Certain elements of the Standards, for instance the use of "plain and intelligible"

language are appropriate to Small Businesses, but would be considered patronising towards to our large business customers.

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)?*

Yes. However, we are confused by the text on page 43 of the consultation document which states

“5.9. For the avoidance of doubt, the SOC do not impose restrictions on the level of supply prices that energy suppliers charge as a means of ensuring fair treatment. *However, we do propose that the SOC’s will apply in the case of Deemed contract charges, as they are already the subject of rules on unduly onerous charges.*”

We assume that that there is no intention to override the existing licence condition 7.3 which requires that the terms of deemed contracts are not unduly onerous. We would welcome Ofgem’s confirmation that this is the case.

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

We are currently assessing the cost implications of this regulation and will include in our response to the RFI dated 30th November.

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

We believe that the draft licence conditions give effect to the changes Ofgem are proposing. We have noted a difference in the wording of 7B (c) (iii) to that proposed in the RMR domestic licence condition 25B.4 (c) (iii) which includes the additional words “...complete, thorough...”. We support the wording in the SME licence condition.

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?*

We believe that there is a case for intervention in the TPI market. However, we consider that the intervention should be focused on TPI activity with smaller businesses. We don't believe that the case is proven for TPIs operating with larger businesses and therefore it would not be a proportionate response and out of line with the principles of better regulation.

We support DECC's proposals that the activities of TPIs operating in the small business sector should be a licensable activity under the viries of Ofgem ("Ensuring a better deal for energy consumers", DECC Discussion Document).

The next best option is for these TPIs is to adopt a single code of practice. This code could also cover the period prior to the introduction of any statutory regulatory framework for TPIs.

We are concerned however that the development of a single Code should not lead to unnecessary delay in action to tackle the issues identified in the consultation document. We believe that the code of practice we developed and now being managed independently would form an excellent starting point for the single code. Early adoption of the code (amended if necessary to address to any omissions) would be the speediest route to raising standards in the TPI sector.

You may be aware that the Trading Standards Institute (TSI) has recently launched a consultation into changes to the OFT's Consumer Codes Accreditation Scheme (CCAS). The code we developed has an excellent fit to the criteria being proposed by the TSI. We have attached our analysis of the requirements of the TSI CCAS and the code developed by E.ON.

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

No. The code should only cover smaller businesses. Larger businesses do not necessarily require the reassurance a code may provide. . It is our belief that larger businesses are able to specify and contract for the services they require from TPIs. If larger businesses ultimately require TPI's to operate to a code they are of sufficient influence to make this happen.

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?*

In the event that TPI activity does not become licensable we believe that the optimum solution is for the code to be voluntary, sponsored by TPIs but with an independent panel to manage discipline and code development. We believe the Code should be only be applicable to TPI interactions with small business customers

To be credible the code must be accredited under the proposed TSI CCAS. This will ensure, for instance that the views of external stakeholders are taken into account in the development and operation of the code. It will also mean that regulatory bodies such as Ofgem, the OFT and Trading Standards will be able to raise issues with the code sponsors. A consequence of the proposed standards of conduct will mean that it is highly likely that all suppliers will require TPIs submitting contracts to them to be members of the voluntary code.

We have reviewed the TPI code which we developed (and is now being managed independently) against the TSI CCAS (attachment 3) and with a few changes could be made to be fully compliant. We think the code therefore offers the best means of speedy implementation and commend it to Ofgem.

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

We have already registered Sian Evans. Sian was instrumental in developing the independent code currently now covering over 190 TPIs.

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?*

We support the proposed review. We believe Ofgem need to focus their investigation on the small business and residential sectors and investigate

- the types of TPIs operating in the market and the range of their respective capabilities
- the forms of relationships between TPIs (main agent and sub-agent) and how compliance is monitored by the main agent
- how TPIs contract with suppliers and customers
- the range of letter of authorities in the market and whether there is a case for a standard form of letter of authority
- the full range of services offered by TPIs and consider how these services may change with the roll out of smart metering and demand side management.



If Ofgem believe that further investigation of TPI services to large business customer is required we suggest that Ofgem works with these customers directly.

We believe the main downside of looking across both the domestic and non-domestic market is the scale of the review. The benefit of conducting the review at the same time is that Ofgem will gain a complete picture of the synergies, if any between the markets and whether additional measures are required.

Attachment 1 - Proposed amendments to Licence Conditions

1. New Definition of Small Business Consumer to make clear that the consumption limits apply at aggregate customer level

Definition of Small Business Consumer

Small Business Consumer” means a Non-Domestic Customer:

(a) which is a Micro Business Consumer; or

(b)

[Electricity only] which has a total annual consumption of not more than 100,000 kWh across all its premises.

[Gas only] which has a total annual consumption of gas of not more than 293,000 kWh across all its premises.

2. Changes to SLC 7A to allow a supplier to terminate a contract where they are required to install half hourly metering to avoid a breach of an industry code

7A.1 If the licensee intends to:

(a) enter into a Non-Domestic Supply Contract with a Customer; or

(b) extend the duration of a Non-Domestic Supply Contract (including the duration of any fixed term period which may form part of a Contract of an indefinite length);

the licensee must either take all reasonable steps to identify whether that Non-Domestic Customer is a **Small** Business Consumer, or deem that Non-Domestic Customer to be a **Small** Business Consumer.

7A.2 Where any Contract or Contract extension as described in paragraph 7A.1 is entered into with a Non-Domestic Customer that has been identified as, or deemed to be, a **Small** Business Consumer, that Contract shall be a “ **Small** Business Consumer Contract” for the purposes of this Condition.

7A.3 Except for the specific circumstance set out in 7A.3a, the licensee must not include a term in a **Small** Business Consumer Contract which enables it to terminate the Contract or apply different terms and conditions to that Contract during a fixed term period on the grounds that the Customer no longer satisfies the definition of **Small** Business Consumer.

7A.3a The licensee can include a term in a Small Business Consumer Contract which it enables it to terminate the Contract where a Non-Half Hourly Meter at premise



requires to be changed to a Half Hourly Meter [new definition required] and a failure to change the metering would put the licensee in breach of an Industry Code [new definition required] ("the Condition"). Where a licensee includes such a term in their Small Business Consumer Contract it shall have no other recourse in their contracts where ever the Condition arises. Where the licensee invokes such a term it shall inform the Small Business Consumer in Writing of his right to change his Electricity Supplier.

Attachment 2 – Proposed additions/modifications to industry processes

The following is E.ON's proposal for improvements to two of the three issues Ofgem have identified in the objections process within the energy industry. These are;

- Practices around change of tenancies
- Win-backs

1. In some cases, the issues above are due to aggressive techniques employed by some TPIs. We therefore propose that the code of practice, when it is put in place, should explicitly deal with these issues making it clear to TPIs what is and is not acceptable. TPIs consistently breaching these standards should be struck off of the CoP register. Pending the development of the proposed industry TPI code of practice we will raise the issue with independent manager of the code of practice we require TPIs to follow to identify if any changes are required to that code to "outlaw" this practice.

Change of tenancies

2. We believe that the industry should develop a new "Agreed Procedure" (AP) to encapsulate the administration of change of tenancies(COT). The AP would cover as a minimum, an industry definition of COT and the due diligence required by an acquiring supply to determine that a COT is genuine. We also propose two additional data items in industry flows. D0055 & D0058, the date the COT took place (this is already subject to industry modification) and a check box to confirm that the acquiring supplier has seen documentary evidence to support the COT. These changes if implemented should lead to a significant decline in objections from the losing supplier. We will lead the industry in developing the AP and submit modifications for the changes to industry flows.

Industry definition of Change of Tenancy

3. We believe there is a need for an industry-wide definition of change of tenancy (COT). This would prevent customers or TPIs claiming a change of tenancy for spurious reasons such as change of name. Our proposal is as follows:

"A Change of Tenancy is where ownership and/or occupancy of a site is transferred from one legal entity to another and it is proposed that the energy supply will be transferred to another legal entity. A site will always be

under the responsibility of a legal entity; if a site is vacant, responsibility lies with the landlord and/or owner of the site.”

4. The following are examples of changes of tenancy which in our view meets the above definition:
 - Outgoing tenant surrenders and landlord accepts surrender of a lease, new tenant takes responsibility
 - Outgoing tenant assigns lease to another entity
 - Outgoing owner sells freehold or leasehold in premises to another entity
 - Outgoing tenant surrenders lease, landlord refuses to accept: outgoing tenant remains responsible for any energy used until either the surrender is accepted or until a new tenant (or the landlord) accepts responsibility
 - Business is sold to a totally different person/legal entity; new management retain company name and premises

5. The following are examples of changes that have in the past been claimed as change of tenancy which would not meet our proposed definition:
 - Change of company name, including where company moves from sole trader to limited company or vice versa
 - Incorrect name recorded in supplier’s systems
 - Business changes its name but continues to do a similar type of business, some or all directors remain unchanged

6. Where a business is dissolved and one or more directors set up a new business which is engaged in the same or similar business at the premises (a ‘phoenix’ company), the supplier has discretion as to whether to determine there has been a change of tenancy.

Greater due diligence by acquiring supplier

We propose that , where a supplier negotiates a supply contract with a customer and is advised by that customer, or that customer’s representative (e.g. a TPI or broker), that the customer has recently taken on responsibility for energy supply at the premises and has not agreed a supply contract with the incumbent supplier, it will be the responsibility of the new supplier to obtain sufficient evidence that there has been a genuine change of tenancy.

7. Types of evidence that may be appropriate to determine there has been a genuine tenancy, would be:
 - Where the customer has acquired the freehold or leasehold of the premises:

- a solicitor's letter confirming their ownership of the premises and the date the premises were acquired
 - The Land Registry Title Number which records the change of ownership
 - Where the customer has leased the premises from the current owner or landlord:
 - Certified copy pages of the relevant lease which provide the details of the parties (landlord and tenant), the Particulars page and the signature of both parties
8. The new supplier should obtain permission from the customer to provide copies of these documents to the incumbent supplier on request.
9. In order to standardise this process across the industry, we recommend that two COT templates are developed as benchmarks for suppliers to use. Strawman templates for incoming and outgoing tenants are provided in Appendices 1 and 2 respectively.

Changes to industry flows

10. When the new supplier notifies MPAS that the customer has requested a change of supplier (D0055 flow), they will be required to provide the following additional information:
- The date the COT took place (COT date - mandatory). This is currently the subject of a proposed modification to industry processes, but is subject to a dispute.
 - A check box (COT evidence check box - optional) indicating that:
 - the new supplier has been provided with evidence of the COT;
 - in the reasonable opinion of the new supplier, the evidence is genuine and adequate;
 - the new supplier will retain the evidence and any other information relating to the COT and the contract agreed with the customer for a minimum of 6 months; and
 - that the customer has given permission to the new supplier to provide copies of the documentation to the incumbent supplier on request.

This will require a new modification to the flows to be raised.

11. The D0058 flow, from MPAS to the incumbent supplier notifying of termination of registration, will be required to mirror the additional requires for the D0055 as stated above.
12. The incumbent supplier may only raise an objection for COT where:

- a) The COT flag on the D0058 flow is not checked
- b) The COT flag and the evidence check box are both checked, but the incumbent supplier has a genuine reason to believe that the COT is not genuine and therefore intends to request copies of the evidence held by the new supplier. Once that evidence has been reviewed, the objection can either be withdrawn by the incumbent supplier or rejected or accepted by the new supplier. We propose that the use of this option is monitored so that abnormalities can be investigated.
- c) The COT flag is checked, but the COT evidence check box is not checked, and the incumbent supplier has made enquiries that indicate no COT has taken place. On receipt of an objection, the new supplier must withdraw the registration. They may then either obtain evidence of the COT and re-register or cancel their contract with the customer.

Win-backs

13. We propose that, where an incumbent supplier raises an objection to a COS due to a fixed term contract with the customer being in existence as at the date of the COT, the following additional information must be provided on the D0064 flow:

- The date the new supplier entered into their current agreement with the customer (Agreement date - mandatory). This will require a new modification to the flows to be raised.

14. The Agreement date cannot be later than the date on which the D0055 was issued by the new supplier.

If the Agreement date on the D0064 flow is later than the date on which the new supplier entered into an agreement with the customer but prior to the Agreement date on the D0064, the new supplier will have the right to pursue the customer for breach of contract.

Appendix 1

WE HEAR YOU'RE MOVING OUT . . .

Site address:

MPAN:

MPRN:

We hear you're moving out of the above premises. In order to make sure we can close your account down quickly and correctly, please provide the information below.

Your registered company name:

Your registered company number:

If you are not a registered company, please provide your full name, home address and date of birth:

Date you are moving out, or have moved out:

Where we should send your final bill:

Name:

Address:

Tel No:

Fax No:

Contact name:

Contact email address*

**by providing this you are agreeing to us contacting you by email about your account*

We'd like to know who will be responsible for the site after you move out. Please provide us with as much of the following information as you can.

Company name of new occupier (or landlord, if no-one is moving in just yet):

Current address of new occupier or landlord:

Tel No:

Contact name:

Contact email address:

Please provide meter readings overleaf. Please note you do not need to provide meter readings for electricity half-hourly meters [or gas daily metered sites].

Please sign and date below before returning this form to #####

I confirm that the information provided is, to the best of my knowledge, true and accurate.

Name _____ Position _____

Signed _____ Date _____

Please provide your closing meter reads below.

Meter serial number	Register number	Reading	Date of reading

Appendix 2

WE HEAR YOU'RE MOVING IN ...

Site address:

MPAN:

MPRN:

We hear you're moving into the above premises. In order to allow us to set up your account, please provide the information below.

Please tick the box that applies to your company, and provide the information required.

Incorporated Company (registered) <input type="checkbox"/>	Please provide your company registration number and registered name and address:
Unincorporated Company (unregistered) <input type="checkbox"/>	Please provide your company name and address of your head office:
Sole Trader <input type="checkbox"/>	Please provide your name, address and date of birth below:
Partnership <input type="checkbox"/>	Please provide the names, addresses and dates of birth of each partner below:

Date you will take on responsibility for the site:

Please provide the address we should send bills to (if different from the site address):
Name:
Address:

Tel:
Contact name:
Contact email address*:
**By providing us with this information you are agreeing to us contacting you by email about your account.*

We'd like to know who was responsible for the site before you moved in. Please provide us with as much of the following information as you can.

Company name of old occupier (or landlord, if site was vacant):

Current address of old occupier or landlord:

Tel No:
Contact name:

Until we agree a contract with you you'll be charged at our deemed rates. We may be able to offer you better prices – please provide contact details below so we can discuss this with you.

Name of contract negotiator:
Tel No:
Email address**:

Alternatively you can contact us on #####, [email].
***By providing us with this information you are agreeing to us contacting you about products and services you may be interested in.*

Please provide meter readings on the back page. Please note you do not need to provide meter readings for electricity half-hourly meters [or gas daily metered sites].

We also need copies of documents showing that you are taking over responsibility of the site – see the following page for further information. If you fail to provide this documentation, or if we have reasonable doubt that the documents provided are genuine, we will not be able to process your change of tenancy and we may cancel any contract we have entered into with you and charge you at our deemed rates.

I confirm that the information above is true and accurate and that the documents I am providing with this form are genuine copies of the original documents. I agree to you sharing copies of these documents with the current energy supplier at the premises.

Name _____ Position _____

Signed _____ Date _____

Please provide copies of the following documentation providing evidence of the above change of tenancy. Please tick to indicate which documentation you are providing.

If you have purchased the site, please attach proof of ownership, including the date ownership commenced (i.e. a solicitor's letter), or provide the Land Registry Title Number below:

If you have leased the site, please provide certified copy pages of your lease including:

- details of the parties (landlord and tenant)
- the Particulars page
- signatures

Please provide your VAT number:

Please provide your closing meter reads below.

Meter serial number	Register number	Reading	Date of reading

Attachment 3 - Check of TPI Code of Practice to the proposed TSI Consumer Codes Approval Scheme

TSI CCAS Requirement	Status of Compliance of the independent code with the new TSI Accreditation scheme
Organisation Criteria	
Code sponsors should define the scope of influence for their code and potential membership. Code sponsors should demonstrate how they exercise significant influence over their members.	✓. (If adopted by the industry it will apply to most/all of energy TPIs operating in the small business market)
Codes should include a provision that compliance with the code is mandatory. Code sponsors must be able to demonstrate that members are prepared to observe the code’s provisions.	✓ Dependent of the final licence conditions
Code sponsors shall have adequate resources and funding to ensure the objectives of the codes are not compromised.	✓
Preparation of the Code Criteria	
Code sponsors shall be able to demonstrate that organisations representing consumers, enforcement bodies and advisory services have been adequately consulted throughout the preparation of the code.	✓ Code would form part of a consultation
Code sponsors shall be able to demonstrate that organisations representing consumers, enforcement bodies and advisory services are being adequately consulted throughout the operation and monitoring of the code.	Can be built into the operating regime of the code.
Content of the Core Criteria	
The code shall include measures directed at the removal or easing of consumer concerns and undesirable trade practices arising within the particular sector.	✓ This is the very essence of the code
The code shall require that code members ensure that their relevant staff know about and meet the terms of the code as well as their legal responsibilities. Appropriate training is to be provided.	✓ Part of the training requirements (section 3) of the code
The code shall address clear and truthful marketing and advertising as appropriate to the sector.	✓ Part of the sales material requirements (section 5) of the code
The code shall address clear and accessible pre-contractual information as appropriate to the sector.	✓ Part of the Responsible Selling & Customer Contracts requirements (section 6 & 8) of the code
The code shall address the important responsibilities of members whilst dealing with people in their own home.	Not specifically captured there is a requirement to not use high pressure sales tactics. Code can easily be amended.

The code shall address clear terms and conditions of supply and fair contracts as appropriate to the sector.	✓ Part of the Customer Contracts requirements (section 8) of the code
The code shall address delivery and completion dates as appropriate to the sector.	N/a
The code shall address cancellation rights as appropriate to the sector.	N/a
The code shall address guarantees and warranties as appropriate to the sector.	N/a
The code shall address protection of deposit or prepayments as appropriate to the sector.	N/a
The code shall address customer service provisions as appropriate to the sector.	N/a
The code shall address the additional effort/help to be provided to vulnerable consumers as appropriate to the sector.	✓ Part of the Responsible Selling requirements (section 6) of the code
Complaint Handling Criteria	
The code shall include a requirement that code members shall have in place speedy, responsive, accessible and user friendly procedures for dealing with consumer complaints. A specific reasonable time limit for responding to complaints shall be prescribed.	✓ Part of the Complaints requirements (section 14) of the code
The code shall include a requirement that code members will offer the same level of cooperation with local consumer advisers or any other intermediary acting on behalf of a consumer when making a complaint as they would to the complainant.	X Not covered at this time but code can easily be modified to capture this requirement
The code shall include the availability of low cost, speedy, responsive, accessible and user-friendly alternative dispute resolution (ADR) for consumer disputes.	X Use of Ombudsman Services not covered at this time although it was always envisaged that it would be when the number of suppliers covered by the code increased.
Use of Ombudsman Services or CEDR solve	
Monitoring Criteria	
The code sponsor shall develop measures of the effectiveness of the code. These 'measures of success' shall cover (as a minimum): (a) compliance with the code; (b) reducing consumer detriment; (c) complaint trends; (d) customer satisfaction and (e) member audits.	✓ Section 16 of the code
The code sponsor shall apply its measurement of the effectiveness of the code using statistically significant methods	✓

<p>and make the results available on its website.</p>	<p>Statistically significant not built into the framework but under the code all TPIs are audited by suppliers to a higher standard (at least once a year)</p>
<p>The code sponsor shall produce a written report annually on the operation of the code to include:</p> <ul style="list-style-type: none"> • changes to the code agreed with TSI and implemented • numbers and types of complaints including information on outcomes from the ADR scheme • results from monitoring, customer satisfaction feedback, and the disciplinary and sanctions panel process • details of the review of the code and how they link to changes made as a result of this review <p>The report would need to be evidence based and this evidence would need to be freely available - if required by either TSI or stakeholders - to ensure the report stands up to external and independent scrutiny.</p>	<p style="text-align: center;">✓</p> <p style="text-align: center;">Responsibilities of the Code Manager (section 16)</p>