

Promoting choice and value
for all gas and electricity customers

The Retail Market Review – Final domestic proposals

Envisaged legal drafting for the Retail Market Review Domestic proposals

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Overview:

This document contains the draft legal text to give effect to Ofgem's final proposals on the Retail Market Review (RMR). The accompanying policy consultation proposes a new set of rules for energy retail markets that will make it radically easier for consumers to make better choices over their electricity and gas supply. If implemented the proposed new rules will enable more consumers to secure a better deal - and in so doing increase the competitive pressure on energy suppliers to deliver good customer service at efficient cost. A competitive retail market is of critical importance in helping to minimise the impacts of cost pressures from rising global energy prices and the need to invest in infrastructure to deliver a low carbon economy.

The proposed new rules strip away unnecessary complexity in tariff choices, arm consumers with better, more relevant information on the available choices and puts in place legally binding fairness obligations. We envisage that our rules will be implemented from the summer, largely in place by the end of the year and fully operational over the next twelve months, recognising suppliers' requirements to amend their systems, products and marketing - and to manage the process of amending the contracts of some customers.

This document includes our consultation on the effect of the final domestic and associated licence condition drafting.

Context

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

This document reflects the draft legal text to give effect to our proposals for domestic consumers in three policy areas, as well as a number of interrelated issues. Proposals for the non-domestic market were published earlier this month.

Alongside this document, we are also publishing our final Impact Assessment on the proposals and the policy document.

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

Associated documents

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

The Retail Market Review – Final domestic proposals, March 2013, Reference: 40/13.

The Retail Market Review – Final Impact Assessment for domestic proposals, March 2013, Reference: 41/13.

Review of Ofgem's enforcement activities – consultation on strategic vision, objectives and decision makers, March 2013, Reference: 43/13.

The Retail Market Review – Final non-domestic proposals, March 2013, Reference: 38/13.

The Retail Market Review – Impact Assessment for the final non-domestic proposals, March 2013, Reference: 38a/13.

Boag McCann, Ofgem RMR Consultation Visuals, Forthcoming.

The Retail Market Review – Updated domestic proposals, Reference: 135/12, October 2012.

Supplementary appendix to: The Retail Market Review – Updated domestic proposals, October 2012, Reference: 135a/12.

¹ For more information see the following link:

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

² For more information see the following link:

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

³ For more information see the following links:

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

The Retail Market Review – Draft Impact Assessment for the updated domestic proposals, October 2012, Reference: 135b/12.

Draft domestic licence conditions for the Retail Market Review proposals, October 2012, Reference: 135c/12.

Ipsos MORI, Prompting engagement with and retention of written customer communications, Final report prepared for Ofgem, October 2012.

Boag McCann, Ofgem Information Improvements: Implementation Guidelines, October 2012

SPA Future Thinking, Price Increase Notification Letters, Summary Box on Bills, Tariff Information Labels and Annual Statements, Report of consumer testing to support template development, October 2012.

Ipsos MORI, Consumer views on Tariff Comparison Rates, Findings from the Ofgem Consumer First Panel Year 4 and new participants: Fourth workshops (held in August 2012), October 2012.

SPA Future Thinking, Options for cheapest tariff messaging on customer communications; Report of qualitative research, October 2012.

Insight Exchange, Consumer research and collaborative engagement on the proposed Standards of Conduct – Domestic Customers, October 2012.

Ipsos MORI, Consumers' views of price comparison guides and tariff structures, October 2012.

Ipsos MORI, Consumer engagement with the energy market, information needs and perceptions of Ofgem, Findings from the Ofgem Consumer First Panel Year 4: second workshops (held in March 2012), October 2012.

Ipsos MORI, Customer Engagement with the Energy Market - Tracking Survey 2012, October 2012.

The Standardised Element of Standard Tariffs under the Retail Market Review, February 2012, Reference: 11/12.

Ipsos MORI, Ofgem Consumer First Panel Year 4, Findings from first workshops (held in October and November 2011), January 2012.

The Retail Market Review: Domestic Proposals, December 2011, Reference: 116/11.

The Retail Market Review: Draft Impact Assessment for Domestic Proposals, Supplementary Appendices, December 2011, Reference: 116A/11.

The Retail Market Review – Non Domestic Proposals, November 2011, Reference: 157/11.

The Retail Market Review – Draft Impact Assessment for Non Domestic Proposals, November 2011, Reference: 157A/11.

Retail Market Review: Energy bills, annual statements and price rise notifications; advice on the use of layout and language. A Research Report For Ofgem, Lawes Consulting and Lawes Gadsby Semiotics, November 2011.

Creative Research, Tariff Comparability Models, Volume 1 and 2 - Consumer qualitative research findings, October 2011.

Ipsos MORI, Consumer reactions to varying tariff comparability models, Quantitative Research conducted for Ofgem, 18 October 2011.

Ofgem's Retail Market Review – update and next steps (non-liquidity proposals), June 2011.

Ofgem's Retail Market Review – update and next steps (liquidity proposals), June 2011.

The Retail Market Review – Findings and Initial Proposals, March 2011, Reference: 34/11.

Ofgem Consumer First Panel, Year 3 2010/11, Findings From The Second Set Of Workshops, Opinion Leader, March 2011.

Ipsos MORI, Customer Engagement with the Energy Market – Tracking Survey, March 2011

FDS International, Vulnerable Customer Research, March 2011.

Energy Supply Probe - Proposed Retail Market Remedies, August 2009, Reference: 99/09.

Ipsos MORI, Report on the 2009 Consumer Conditions Survey Market research survey conducted for Consumer Focus, March/April 2009.

Ofgem Consumer First Panel, Research Findings from the Second Events – Billing Information and Price Metrics, March 2009.

Ofgem Consumer First Panel, Research findings from first event, January 2009.

Energy Supply Probe - Initial Findings Report, October 2008, Reference: 140/08.

RETAIL MARKET REVIEW - ENVISAGED LEGAL DRAFTING FOR DOMESTIC PROPOSALS

The purpose of this appendix is to provide stakeholders with full details of how Ofgem envisages transposing the RMR domestic proposals into licence conditions.

<u>Licence condition</u>	<u>Status</u>	<u>RMR proposals</u>
1	Amendments to existing definitions and new definitions added	All proposals using common definitions
2	Insertion of new paragraph	All proposals using expressions (including definitions) in the singular or plural etc
7	Amendments/additions to existing condition	Information remedies Fixed term rules Tariff simplification
22A	New Condition	Tariff simplification –structure of tariffs
22B	New Condition	Tariff simplification – tariff cap and tariff simplification
22C	New Condition	Fixed term rules Supplier Cheapest Tariff
22CA	New Condition	Transitional arrangements for some rules in SLC 22C
22D	New Condition	Dead Tariffs
23	Amendments/additions to existing condition	Information remedies Fixed term rules Supplier Cheapest Tariff
23A	New Condition	Information remedies Fixed term rules
24	Amendments/additions to existing condition	Fixed term rules Information remedies

25C	New Condition	Domestic Standards of Conduct
31A	Amendments/additions to existing condition	Information remedies Supplier Cheapest Tariff
31B	New Condition	Information remedies – Tariff Information label
31C	New Condition	Information remedies – Tariff Comparison Rate
31D	New Condition	Temporary provisions for White Label Tariffs

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New standard conditions

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3. New standard condition 22C – Fixed Term Supply Contracts
- 3A. New standard condition 22CA - Transitional arrangements for some rules in SLC 22C
4. New standard condition 22D – Dead Tariffs
5. New standard condition 23A – Mutual variations
6. New standard condition 25C – Customer Objectives/Standards of Conduct
7. New standard condition 31B – Tariff Information Label
8. New standard condition 31C – Tariff Comparison Rate
9. New standard condition 31D – Temporary provisions for White Label Tariffs

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

10. Amendments and additions to definitions in SLC 1
11. Amendments to SLC 2
12. Amendments to SLC 7
13. Amendments to SLC 23
14. Amendments to SLC 24
15. Amendments to SLC 31A

1. New Standard Condition 22A

Standard Condition 22A. Unit Rate and Standing Charge requirements

22A.1 The licensee must only:

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

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

(a) where the Domestic Supply Contract or Deemed Contract is for a Non-Time of Use Tariff:

- (i) a single Standing Charge; and/or
- (ii) a single Unit Rate; and

(b) where the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff:

- (i) a single Standing Charge; and/or
- (ii) Time of Use Rates.

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

(a) unless the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff, the Charges for the Supply of [Gas/Electricity]:

- (i) include a single Standing Charge;
- (ii) include a single Unit Rate; and
- (iii) do not include any other Unit Rate or Unit Rates;

(b) where the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff, the Charges for the Supply of [Gas/Electricity]:

- (i) include a single Standing Charge;
- (ii) include Time of Use Rates; and
- (iii) do not include any other Unit Rate or Unit Rates;

(c) without prejudice to the Tariff Comparison Rate, when the licensee or any Representative displays or communicates the Charges for the Supply of [Gas/Electricity]

in any form each of the following are separately identified from each other and any other charges:

- (i) a Standing Charge;
- (ii) the Unit Rate or, where applicable, Time of Use Rates.

Exception to compliance with condition

22A.4 The licensee is not required to comply with standard condition 22A to such extent and subject to such conditions as the Authority may from time to time direct.

Guidance

22A.5 The licensee must have regard to any guidance on standard condition 22A (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

Definitions for condition

22A.6 In this condition:

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

- (a) Customer billing;
- (b) meter reading ~~and~~;
- (c) data processing;
- (ed) the provision of a [Gas Meter/Electricity Meter];
- (de) [electricity only] the transmission and distribution of electricity;
- [gas only] the transportation and shipping of gas; and
- (ef) [electricity only] any form of electricity generation.

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

- (a) charges levied on particular occasions in respect of matters related to the Licensee's statutory powers to Disconnect premises;
- (b) charges levied on particular occasions in relation to the licensee's statutory powers in respect of rights of entry to premises;
- (c) charges levied on particular occasions in respect of: (i) removing, inspecting,

Comment [o1]: Please can Ofgem confirm how this definition (and the definition of 'Separate Charges' below) will interplay with the existing supply licence definition of "Charges for the Supply of [Gas][Electricity]. Is Ofgem proposing that "Separate Charges" fall outside the general definition of "Charges for the Supply of [Gas][Electricity]?"

Comment [o2]: We suggest 'data processing' is in a separate sub-clause from 'meter reading' as they are two very different activities

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re-installing, testing, installing, or repairing a meter; or

Comment [o3]: Added additional words to correspond with rights under Gas Act Schedule 2B para 5 and Electricity Act Schedule 6 para 7

(ii) changing the position of a meter installed at premises;

(d) charges levied on particular occasions in respect of making of a connection between premises and [a main of a Gas Transporter / a Distribution System of a Licensed Distributor];

(e) a Termination Fee levied on a particular occasion;

(f) fees or charges levied on particular occasions in respect of, or related to, the late payment of Bills;

(g) charges levied on particular occasions in respect of providing replacement prepayment meter cards;

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

(i) charges that may be levied on a Domestic Customer from their telephone provider arising from premium rate telephone calls;

Comment [o4]: We have amended this clause to make it clear what the charges relate to. Our concern is that the existing drafting is too broad and needs to exclude for example charges that a licensee may incur in order to provide a freephone telephone number for its customers (and which form part of Charges for Supply Activities or standard local rate call charges

(j) any charges which are expressly required by any licence condition or legislation; and

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

2. New Standard Condition 22B

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

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

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

22B.2 Except for the purposes of paragraphs 22B.3 to 22B.11, sub-paragraph 22B.1(b) does not:

- (a) apply to a Tariff for a Fixed Term Supply Contract once it becomes an Expired Fixed Term Tariff;
- (b) apply to a Collective Switching Tariff; and/or
- (c) limit or otherwise affect the licensee's obligations under paragraphs 27.1 and 27.2 of standard condition 27 in respect of offering a wide choice of payment methods.

Treatment of Discounts

22B.3 Paragraph 22B.4 is without prejudice to paragraphs 22B.5 to 22B.29, and 22B.34.

22B.4 The licensee must not use (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually use) any Discount which is:

- (a) pounds sterling or any currency of any other country;
- (b) capable of being redeemed for pounds sterling or any currency of any other country;
- (c) in any way applied to a Unit Rate or Standing Charge; and
- (d) in any way capable of being applied to a Unit Rate, standing charge or a Bill.

Comment [o5]: See comment o[] in relation to the definition of Discount. The definition should not preclude licensees from being able to give a discount on a bill to a customer who is in payment difficulties.

Treatment of Dual Fuel Discounts

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

- (a) a Discount of a precise monetary amount that is Continuously Applied to a Domestic Customer's Tariff on a daily basis;
- (b) (if the licensee (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees) wishes to offer a Dual Fuel Discount) offered and available with all the licensee's (or, where there are any Affiliate [Electricity/Gas] Licensees, by the licensee and any Affiliate [Electricity/Gas] Licensees") Tariffs;
- (c) subject to the same terms and conditions throughout Great Britain;
- (d) of the same monetary amount throughout Great Britain;
- (e) not expressed as a percentage; and
- (f) subject to paragraph 22B.24, only presented as a monetary amount in pounds sterling per year.

Treatment of Discounts for Online Account Management

22B.6 The licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively ensure) that any Online Account Management Discount is:

- (a) a Discount of a precise monetary amount that is Continuously Applied to a Domestic Customer's Tariff on a daily basis;
- (b) (if the licensee (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees) wishes to offer an Online Account Management Discount) offered and available with all the licensee's (or, where there are any Affiliate [Electricity/Gas] Licensees, by the licensee and any Affiliate [Electricity/Gas] Licensees") Tariffs;
- (c) subject to the same terms and conditions throughout Great Britain;
- (d) of the same monetary amount throughout Great Britain;
- (e) not expressed as a percentage; and
- (f) subject to paragraph 22B.24 only presented as a monetary amount in pounds sterling per year.

Treatment of adjustments for payment methods

22B.7 The licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively ensure) that any differences in the Charges for Supply of [Gas/Electricity] as between payment methods:

- (a) comply with standard condition 27;

Comment [o6]: How does this requirement to present the discount in a monetary £/year interplay with SLC22B5(a) which requires the discount to be applied on a continuous basis. For example, if the customer changes supplier part way through a year, will suppliers have to give the full amount of the discount or only the pro-rated amount? Ofgem should clarify this point

Comment [o7]: How does this requirement to present the discount in a monetary £/year interplay with SLC22B6(a) which requires the discount to be applied on a continuous basis. For example, if the customer changes supplier part way through a year, will suppliers have to give the full amount of the discount or only the pro-rated amount? Ofgem should clarify this point

- (b) are applied in the same way to all Domestic Customers with the same payment method;
- (c) are subject to the same terms and conditions and are of the same monetary amount throughout Great Britain for the same payment method; and
- (d) are fully incorporated in:
 - (i) where the Domestic Supply Contract or Deemed Contract is for a Non-Time of Use Tariff, the Unit Rate or the Standing Charge; and
 - (ii) where the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff, any or all of the Time of Use Rates or the Standing Charge.

Treatment of Bundled Products

22B.8 Paragraphs 22B.9 to 22B.15 apply to all Bundled Products (including Bundled Products which constitute a Discount) but not a Reward Points Discount.

22B.9 The licensee must not use (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually use) any Bundled Product (including a Bundled Product which constitutes a Discount) which does not comply with paragraphs 22B.10 to 22B.15.

22B.10 For the purposes of paragraphs 22B.12, 22B.14 and 22B.15, a Bundled Product (including a Bundled Product which constitute a Discount) would not be regarded as having similar features where the Bundled Product also includes distinct additional features.

22B.11 The licensee may (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees may collectively) use any one particular Tied Bundle (including a Bundled Product which constitute a Discount) as a mandatory part of one Core Tariff without that Tied Bundle being treated as an additional Core Tariff for the purposes of sub-paragraph 22B.1(b).

22B.12 Where pursuant to paragraph [22B.11], a particular Tied Bundle is a mandatory part of one Core Tariff, the licensee must not (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually) use a Tied Bundle with similar features to any other Tariffs.

22B.13 The licensee may (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees may collectively) apply a particular Optional Bundle (including a Bundled Product which constitute a Discount) to all their Tariffs throughout Great Britain without that Optional Bundle being treated as an additional Core Tariff for the purposes of sub-paragraph 22B.1(b).

22B.14 Where pursuant to paragraph [22B.13], an Optional Bundle applies to all Tariffs throughout Great Britain, the licensee must not (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually) use an Optional Bundle with similar features to another Optional Bundle or a Tied Bundle.

22B.15 The licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively ensure) that, throughout Great Britain, each Bundled Product (including a Bundled Product which constitute a Discount):

(a) contains the same terms and conditions and is of the same monetary amount (or, where paragraph 22B.[26] applies, of the same methodology);

(i) for every Bundled Product with similar features;

(ii) for each separate Bundled Product with distinct additional features; and

(iii) for each separate Bundled Product with unique features; and

(b) is not:

(i) pounds sterling or any currency of any other country;

(ii) capable of being redeemed for pounds sterling or any currency of any other country;

(iii) in any way applied to a Unit Rate or Standing Charge; and

(iv) in any way capable of being applied to a Unit Rate, standing charge or a Bill;

(c) is not expressed as a percentage; and

(d) subject to paragraph 22B.24, is only presented as a monetary amount in either:
~~pounds sterling per year.~~

(i) pounds sterling per year; or

(ii) pence per kWh.

22B.16 Subject to paragraph 22B.28, the licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively ensure) that, throughout Great Britain, each Bundled Product which constitutes a Discount is Continuously Applied to a Domestic Customer's Tariff on a daily or per kWh basis.

Treatment of Reward Points Discounts

22B.17 The licensee must not use (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually use) any Reward Points Discount which does not comply with paragraphs 22B.18 to 22B.23.

22B.18 For the purposes of paragraphs 22B.20, 22B.22 and 22B.23, a Reward Points Discount would not be regarded as having similar features where the Reward Points Discount also includes distinct additional features.

22B.19 The licensee may (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees may collectively) use any one particular Reward Points Discount as a mandatory part of one Core Tariff without that

Reward Points Discount being treated as an additional Core Tariff for the purposes of sub-paragraph 22B.1(b).

22B.20 Where pursuant to paragraph 22B.19, a particular Reward Points Discount is a mandatory part of one Core Tariff, the licensee must not (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually) use a Reward Points Discount with similar features to any other Tariffs.

22B.21 The licensee may (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees may collectively) apply a particular Reward Points Discount to all their Tariffs throughout Great Britain without that Reward Points Discount being treated as an additional Core Tariff for the purposes of sub-paragraph 22B.1(b).

22B.22 Where pursuant to paragraph 22B.21, a Reward Points Discount applies to all Tariffs throughout Great Britain, the licensee must not (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually) use a Reward Points Discount with similar features to another Reward Points Discount.

22B.23 The licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively ensure) that each Reward Points Discount used:

- (a) subject to paragraph 22B.28, is **Continuously Applied** to a Domestic Customer's Tariff on a daily or per kWh basis;
- (b) is subject to the same terms and conditions and of the same amount of points throughout Great Britain:
 - (i) for every Discount with similar features;
 - (ii) for each separate Discount with distinct additional features; and
 - (iii) for each separate Discount with unique features; and
- (c) is not:
 - (i) pounds sterling or any currency of any other country;
 - (ii) capable of being redeemed for pounds sterling or any currency of any other country;
 - (iii) in any way applied to a Unit Rate or Standing Charge; and
 - (iv) in any way capable of being applied to a Unit Rate, standing charge or a Bill;
- (d) is not expressed as a percentage.

Additional rules for presentation of monetary amounts of Discounts, Bundled Products etc

22B.24 Where paragraph 22B.25 applies, the licensee must present the information as a monetary amount which is appropriate and not misleading in the particular context in which it is used.

22B.25 This paragraph applies where:

- (a) a Domestic Customer expressly requests information about the monetary amount to be presented in respect of a particular context; or
- (b) it is strictly necessary for the licensee to present information about the monetary amount in a particular context and, in that context, it would be misleading for the licensee to present the information in pounds sterling per year or pence per kWh.

Additional rules for Discounts, Bundled Products etc being of the same monetary amount throughout Great Britain

22B.26 Where paragraph 22B.27 applies, the licensee must (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively) use a methodology which is clear and easy to understand.

22B.27 This paragraph applies in respect of:

- (a) a Discount (including, but not limited to, a Discount covered by the definition of Termination Fee and a Bundled Product which constitutes a Discount) which is not applied directly to a Unit Rate or Standing Charge; and
- (b) a Bundled Product which does not constitute a Discount,

where, due to the nature of a particular service and the method by which it is performed, the Discount (including, but not limited to, a Discount covered by the definition of Termination Fee and a Bundled Product which constitutes a Discount) or Bundled Product (which does not constitute a Discount) could not be of the same monetary amount throughout Great Britain.

Exception for Discounts and Reward Points Discounts provided in advance

22B.28 The licensee may (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees may collectively) provide any Discounts (including Bundled Products which constitute a Discount and, for these purposes, Reward Points Discounts) if all of the following requirements are satisfied:

- (a) the Discount is not of a type which is subject to paragraphs 22B.5, 22B.6, or 22B.7;
- (b) the Discount is provided on the basis that a Domestic Customer has entered into a Domestic Supply Contract;
- (c) the Domestic Customer is not required to make any form of payment;
- (d) the Domestic Customer is not required to pay back or otherwise return the Discount;

- (e) the Discount is not:
 - (i) pounds sterling or any currency of any other country;
 - (ii) capable of being redeemed for pounds sterling or any currency of any other country;
 - (iii) in any way applied to a Unit Rate or Standing Charge; and
 - (iv) in any way capable of being applied to a Unit Rate, standing charge or a Bill;
- (f) the Discount is fully received by the Domestic Customer before the licensee begins to supply the Domestic Customer's premises under the Domestic Supply Contract;
- (g) the Discount is subject to the same terms and conditions and is of the same monetary amount (or where paragraph 22B.26 applies, of the same methodology) throughout Great Britain:
 - (i) for every Discount with similar features (and for these purposes a Discount would not be regarded as having similar features where the Discount also includes distinct additional features);
 - (ii) for each separate Discount with distinct additional features; and
 - (iii) for each Discount with unique features;
- (h) the Discount is not expressed as a percentage; and
- (i) subject to paragraph 22B.24, the Discount (excluding a Reward Points Discount) is only expressed as a monetary amount in either:
 - (i) pounds sterling per year; or
 - (ii) pence per kWh.

Exception for Discounts required by licence conditions or legislation

22B.29 The licensee (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees) is not prohibited from providing (but is otherwise subject to the requirements of standard condition 22B) a particular Discount (including a Bundled Product which constitutes a Discount) where that particular Discount is expressly required by any licence condition or legislation.

Requirement for Tariffs to be available to new and existing Domestic Customers

22B.30 Subject to paragraph 22B.31, the licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively and individually ensure) that all its Tariffs are available to, and are capable of being entered into by, both new and existing Domestic Customers.

22B.31 Paragraph 22B.30 does not apply to:

- (a) an Expired Fixed Term Tariff; and

(b) a Collective Switching Tariff.

Terms of Domestic Supply Contracts and Deemed Contracts

22B.32 The licensee must ensure that each Domestic Supply Contract and Deemed Contract contains terms and conditions which reflect the provisions of standard condition 22B.

22B.33 The licensee must not enforce or take advantage of any term of a Domestic Supply Contract or Deemed Contract if:

- (a) the inclusion of that term is incompatible with standard condition 22B; or
- (b) the enforcement or the taking advantage of that term would be so incompatible.

Exception to compliance with condition

22B.34 The licensee is not required to comply with standard condition 22B to such extent and subject to such conditions as the Authority may from time to time direct.

Guidance

22B.35 The licensee must have regard to any guidance on standard condition 22B (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

Definitions for condition

22B.36 In this condition:

Continuously Applied means that an identical amount and type of value must be applied on each day or each kWh (as may be applicable) and no separate amount or type of value can otherwise be provided;

~~**[Gas Only] Affiliate** means, in relation to a Gas Supplier, any holding company or subsidiary or subsidiary undertaking of a holding company of the licensee, in each case within the meaning of the Companies Act 2006.~~

Collective Switching Tariff means a Tariff for a Fixed Term Supply Contract which is entered into by a Domestic Customer only as a result of a Collective Switching Scheme.

Collective Switching Scheme means a scheme which has:

(a) the primary purpose of seeking offers from more than one [Gas/Electricity] Supplier for Tariffs with attractive features, with a view to ensuring that at least one of those offers is likely to result in a bulk number of Domestic Customers transferring to that Tariff; and

(b) a process which has all of the following features:

- (i) is organised and operated from time to time by a person that is not the licensee or an Affiliate;
- (ii) is competitive and transparent, including by:

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Comment [o8]: As this term is used elsewhere in the SLC's (see SLC 19A) we suggest moving the definition to SLC 1 and removing it from this clause as well as removing the existing definition in clause 19A.

Comment [o9]: The terms "attractive" and "bulk" are rather vague and subjective. We suggest replacing these terms with objective measures in order to allow suppliers to correctly and consistently interpret the obligation

- (1) having participation rules for [Gas/Electricity] Suppliers that are clear, well publicised and otherwise available to any interested party at a reasonable period of time before the process begins;
 - (2) is open to all [Gas/Electricity] Suppliers which are able to supply Domestic Customers to participate in;
 - (3) having participation criteria for Domestic Customers or particular groups of Domestic Customers which are well publicised at a reasonable period of time before the process begins and clear and easy to understand; and
 - (4) having an outcome which is made clear and which is well publicised;
- (iii) a clearly defined start date;
- (iv) a clearly defined end date:
- (1) by which Domestic Customers which have satisfied the participation criteria and which wish to enter into a new Domestic Supply Contract, must ultimately have entered into a Domestic Supply Contract for a Tariff offered by a participating licensee; and
 - (2) which is not longer than 6 months from the start date.

“**Relevant Arrangements**” means ~~one of each~~ either one Time of Use Arrangement and ~~or~~ one Non- Time-of-Use Arrangement.

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

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- (a) Economy 7;
- (b) Economy 10 and Variants;
- (c) Dynamic Teleswitching; or
- (d) Other Time of Use.

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

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

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Schedule to standard condition 22B

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

(a) charges levied on particular occasions in respect of matters related to the licensee's statutory powers to Disconnect premises;

(b) charges levied on particular occasions in relation to the licensee's statutory powers in respect of rights of entry to premises;

(c) charges levied on particular occasions in respect of: (i) removing, inspecting, re-installing, testing, installing, or repairing a meter; or

(ii) changing the position of a meter installed at premises;

(d) charges levied on particular occasions in respect of the making of a connection between premises and [a main of a Gas Transporter / a Distribution System of a Licensed Distributor];

(e) a Termination Fee levied on a particular occasion;

(f) fees or charges levied on particular occasions in respect of, or related to, the late payment of Bills;

(g) charges levied on particular occasions in respect of providing replacement prepayment meter cards;

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

(i) charges that may be levied on a Domestic Customer from their telephone provider arising from premium rate telephone calls

(j) subject to paragraph 22B.5, a Dual Fuel Discount;

(k) subject to paragraph 22B.6, an Online Account Management Discount;

(l) subject to paragraphs 22B.48 to 22B.16, a Bundled Product (including a Bundled Product which is a Discount);

(m) subject to paragraphs 22B.17 to 22B.23, a Reward Points Discount;

(n) subject to paragraph 22B.7 different terms and conditions (including charges) that apply to different payment methods;

(o) any charges which are expressly required by any licence condition or legislation;

(p) any terms and conditions of a Deemed Contract (other than the Charges for the Supply of [Gas/Electricity]) which are different to the terms and conditions of an Evergreen Supply Contract because of an express prohibition or express requirement contained in a standard licence condition; and

Comment [o10]: We are not clear why there is a separate definition of 'Tariff' for this SLC only and consider that this drafting is likely to cause confusion and ambiguity. Does this mean for example that where Tariff is used elsewhere in the SLC's it could include these charges? Please can Ofgem clarify

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Comment [o11]: Added additional words to correspond with rights under Gas Act Schedule 2B para 5 and Electricity Act Schedule 6 para 7

Comment [o12]: We suspect these charges were omitted by error. If not please could Ofgem explain why they are omitted (see also previous comment o4 in relation to the suggested amends to the drafting)

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

S22B.2 The licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively ensure) that all charges and fees (including a Termination Fee) referred to in paragraph S22B.1 are:

- (a) subject to the same terms and conditions throughout Great Britain for each charge or fee (including a Termination Fee) of the same type;
- (b) subject to paragraph 22B.26, of the same monetary amount throughout Great Britain for each charge or fee (including a Termination Fee) of the same type;
- (c) not expressed as a percentage; and
- (d) subject to paragraph 22B.24, expressed as a monetary amount in either:
 - (i) pounds sterling per year; or
 - (ii) pence per kWh.

S22B.3 The references to particular charges, fees (including a Termination Fee) and terms and conditions in S22B.1 and S22B.2 are not to be treated as a requirement for the licensee to use such charges, fees or terms and conditions and does not in any way authorise the licensee to use charges or terms and conditions which are incompatible with any relevant provisions of legislation, law or other licence conditions.

3. New Standard Condition 22C

Standard Condition 22C. Fixed Term Supply Contracts

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

Prohibition on further fixed term periods

22C.2 Without prejudice to paragraphs 22C.5 and 22C.7 of standard condition 22C and paragraph 24.9 of standard condition 24, the licensee must not extend in any way the duration of any fixed term period that applies to a Fixed Term Supply Contract.

Renewal of Fixed Term Supply Contracts

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

- (a) is set out in Writing;
- (b) is drafted in plain and intelligible language;
- (c) presents the information in:
 - (i) text of a colour which is readily distinguishable from the background medium; and
 - (ii) subject to sub-paragraph 22C.3(e)(ii), text of an equal size and prominence except that headings may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise;
- (d) contains a prominent title which clearly informs the Domestic Customer that the fixed term period of their existing Fixed Term Supply Contract is due to end; and they need to consider their options;
- (e) without prejudice to Supplier and Customer Information, the information required by sub-paragraph 31C.5(e) of standard condition 31C, the requirements of paragraph 23.1A of standard condition 23, and the Notice referred to in sub-paragraph 5(a), is not provided in conjunction with any other information (including, but not limited to, a Bill, statement of account or marketing material) and only contains the following information:
 - (i) the date the fixed term period of the existing Fixed Term Supply Contract is due to end;
 - (ii) the following statement, presented in a manner which is readily distinguishable from the other text presented in the Statement of Renewal Terms: "Remember – it might be worth thinking about switching your tariff or supplier";
 - (iii) information about where the Domestic Customer may obtain impartial advice and information about changing their [Electricity/Gas] Supplier;

(iv) a statement explaining that if the Domestic Customer does not change supplier or does not expressly agree a new Evergreen Supply Contract, a new Fixed Term Supply Contract or a further fixed term period for a Fixed Term Supply Contract by the date the fixed term period of the existing Fixed Term Supply Contract is due to end, the Domestic Customer will become subject to the SLC 22C Relevant Cheapest Evergreen Tariff;

(v) a statement explaining that the following information is provided in a separate part of the SLC 22C Statement of Renewal Terms:

(1) the Principal Terms that currently apply to the Domestic Customer;

(2) the Principal Terms that would apply if the Domestic Customer becomes subject to the SLC 22C Relevant Cheapest Evergreen Tariff by virtue of paragraph 22C.7; and

(3) where a Notice is also being provided to the Domestic Customer pursuant to SLC 22C.5(a) below, the Principal Terms that would apply if the Domestic Customer agrees a further fixed term period for an existing Fixed Term Supply Contract;

(vi) information about how and when the Domestic Customer may terminate their Fixed Term Supply Contract without being charged a Termination Fee and a statement explaining the effect of paragraphs 24.8 to 24.12 of standard condition 24;

(vii) the Domestic Customer's Estimated Annual Costs in the event that the Domestic Customer becomes subject to the SLC 22C Relevant Cheapest Evergreen Tariff by virtue of paragraph 22C.7;

(viii) the Exact Tariff Name of the Domestic Customer's Relevant Cheapest Tariff and the Domestic Customer's Estimated Annual Savings based on the SLC 22C Relevant Cheapest Evergreen Tariff;

(ix) the Exact Tariff Name of the Domestic Customer's Alternative Cheapest Tariff and the Domestic Customer's Estimated Annual Savings based on the SLC 22C Relevant Cheapest Evergreen Tariff; and

(f) contains a separate part which provides the following information in a form which is easily comparable and clearly illustrates the main differences in the Principal Terms:

(i) the Principal Terms that currently apply to the Domestic Customer;

(ii) the Principal Terms that would apply if the Domestic Customer becomes subject to the SLC 22C Relevant Cheapest Evergreen Tariff by virtue of paragraph 22C.7; and,

(iii) where a Notice is also being provided to the Domestic Customer pursuant to SLC 22C.5(a) below, the Principal Terms that would apply if the Domestic Customer agrees a further fixed term period for an existing Fixed Term Supply Contract;

(g) contains a separate part which, in accordance with paragraph 23.1A of standard condition 23, contains the Tariff Information Label for each set of Principal Terms provided pursuant to sub-paragraph 22C.3(f); and

(h) contains a separate part which, in accordance with paragraph 23.1A of standard condition 23, contains the Domestic Customer's Estimated Annual Costs for each set of Principal Terms provided pursuant to sub-paragraphs 23.3(f)(i) and (iii) (but not the Domestic Customer's Estimated Annual Costs for the set of Principal Terms provided pursuant to sub-paragraph 22C.3(f)(ii), which must be provided in accordance with sub-paragraph 22C.3(e)(vii)).

22C.4 The licensee must:

(a) provide a Domestic Customer with a copy of the SLC 22C Statement of Renewal Terms which complies with paragraph 22C.3 no earlier than 49 days and no later than 42 days before the fixed term period of their Fixed Term Supply Contract is due to end; and

(b) with the exception of the Notice described in paragraph 22C.5, must ensure that the Statement of Renewal Terms is separate from any other document (including, but not limited to, a Bill or statement of account) and is provided to the Domestic Customer separately from any other document (including, but not limited to, a Bill, statement of account or marketing material).

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

(a) no earlier than 49 days and no later than 42 days before the fixed term period of an existing Fixed Term Supply Contract is due to end, the licensee has given the Domestic Customer a copy of the SLC 22C Statement of Renewal Terms which complies with paragraph 22C.3 and which incorporates a Notice which:

(i) is drafted in plain and intelligible language;

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

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

(iv) with the exception of the Statement of Renewal Terms, is not to be provided in conjunction with any other information, including (but not limited to) a Bill, statement of account or marketing material;

(v) informs the Domestic Customer that the licensee is seeking the Domestic Customer's express agreement in Writing to a further fixed term period with or without proposed changes to other terms and conditions (including the Charges for the Supply of [Gas/Electricity]);

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

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

(viii) without prejudice to Supplier and Customer Information and the SLC 22C Statement of Renewal Terms, does not include any other information.

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

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

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

Prohibition on termination fees for non compliance

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

Continued supply after a fixed term period has expired

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

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

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

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

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

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

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

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

(a) increase the Charges for the Supply of [Electricity/Gas] (including, but not limited to, by making any reduction in the amount of a Discount that is directly applied to a Unit Rate or Standing Charge); or

(b) unilaterally vary any other terms and conditions in any way which is to the disadvantage of a Domestic Customer.

Exception to compliance with condition

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

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

(a) all of the following requirements are satisfied:

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

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

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

(b) all of the following requirements are satisfied:

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

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

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

Additional rules for Relevant Cheapest Tariff and Alternative Cheapest Tariff information

22C.12 Where pursuant to paragraph 22C.3 the licensee provides a Domestic Customer with information about their Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff, the licensee must provide, in close proximity:

(a) a statement (in plain and intelligible language) to the effect that changing to a Relevant Cheapest Tariff and/or to an Alternative Cheapest Tariff ~~changing tariffs~~ may involve changing to materially different terms and conditions;

(b) where applicable, a statement (in plain and intelligible language) to the effect that the Relevant Cheapest Tariff and/or Relevant Cheapest Tariff is subject to limited availability and/or will only be available for a limited period of time; and

(c) where the Domestic Customer has a Prepayment Meter and changing to the Alternative Cheapest Tariff would require the [Electricity/Gas] Meter to be changed:

- (i) a statement (in plain and intelligible language) to the effect that changing to the Alternative Cheapest Tariff would require the [Electricity/Gas] Meter to be changed; and
- (ii) an estimate of the costs (in pounds sterling), if any, of changing the [Electricity/Gas] Meter; and
- (iii) a statement (in plain and intelligible language) to the effect that there may be restrictions on changing the [Electricity/Gas] Meter if the Domestic Customer has Outstanding Charges or if the licensee has reasonable grounds to believe the Domestic Customer is likely to incur Outstanding Charges once the meter is changed from a Prepayment Meter.

22C.13 This paragraph applies where:

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

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

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

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

22C.16 Where the licensee is required to provide a Domestic Customer with information about their Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff, it must take all reasonable steps to ensure that:

- (a) the calculation of Annual Consumption Details and all other relevant calculations and assessments are made at a point in time which is of a close proximity to the point in time in which the information is to be provided to the Domestic Customer; and
- (b) the assessment of the Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff is based on the most up to date Tariff information available.

Comment [o13]: We are concerned that the inadvertent effect of the existing wording is to require a licensee to automatically allow a prepayment customer to move from a prepayment meter to a credit meter if they settle all of their outstanding charges. This is not true, as the customer may also be required to pass a credit risk assessment before they are allowed to have a credit meter installed. This clause also potentially contradicts the existing provisions of SLC22, which allows suppliers the right to offer a supply to a customer on specific terms. Suppliers have an important role in helping ensure customers do not get in to debt. It is therefore important this text is amended. We have suggested some additional wording.

Guidance

22C.17 The licensee must have regard to any guidance on Relevant Matters for SLC 22C which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

Terms of Fixed Term Supply Contracts

22C.18 The licensee must ensure that each Fixed Term Supply Contract contains terms and conditions which reflect and comply with the provisions of standard condition 22C.

22C.19 The licensee must not enforce or take advantage of any term of a Fixed Term Supply Contract if:

- (a) the inclusion of that term is incompatible with standard condition 22C; or
- (b) the enforcement or the taking advantage of that term would be so incompatible.

Treatment of Fixed Term Supply Contracts with changes to terms precisely set out in advance

22C.20 Without prejudice to paragraphs 22C.2 and 22C.5, where, in accordance with sub-paragraph 22C.11(b), a Fixed Term Supply Contract expressly sets out in advance the precise variation or variations to the Charges for the Supply of [Electricity/Gas] which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to the licensee's discretion, the references to "fixed term period" in paragraphs 22C.3 to 22C.5, 22C.7 and 22C.8 of standard condition 22C are to be read as a reference to the last fixed term period that applies to the Fixed Term Supply Contract.

Definitions for condition

22C.21 In this condition:

"SLC 22C Relevant Cheapest Evergreen Tariff" means, in comparison with each specific Domestic Customer's Tariff, the cheapest Tariff for an Evergreen Supply Contract available from the licensee (or, where there are any Affiliate Licensees, the licensee and any Affiliate Licensees) for that Domestic Customer based on their:

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

"Relevant Matters for SLC 22C" means:

- (a) the format and/or display of any information which must be included in an SLC 22C Statement of Renewal Terms and the Notice referred to in sub-paragraph 22C.5(a); and
- (b) the interpretation of standard condition 22C (including in respect of definitions which appear in standard condition 1).

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“**Relevant Account Management Arrangement**” means:

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- (a) where the Domestic Customer is subject to Offline Account Management, Offline Account Management; or
- (b) where the Domestic Customer is subject to Online Account Management, Online Account Management.

“**Supplier and Customer Information**” means:

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- (a) the name of the licensee and its contact details;
- (b) the name and address of the Domestic Customer;
- (c) other information used for the purposes of identifying the Domestic Customer; and
- (d) the date of the SLC 22C Statement of Renewal Terms and the Notice referred to in sub-paragraph 22C.5(a).

3A. New Standard Condition 22CA

Standard condition 22CA – Transitional provisions for standard condition 22C

~~31CA~~22CA.1 Until paragraphs 22C.3 and 22C.4 of standard condition 22C come into effect, the following paragraphs are to be inserted in standard condition 22C:

22C.3 Where paragraph 22C.3A applies, the licensee must:

- (a) take all reasonable steps to provide the Domestic Customer with a Notice in advance of the date the fixed term period of their Fixed Term Supply Contract is due to end;
- (b) where, after taking all reasonable steps, it is not possible to comply with sub-paragraph 22C.3(a), the licensee must provide the Domestic Customer with a Notice within five ~~w~~Working ~~d~~Days after (but not including) the date the fixed term period of the Fixed Term Supply Contract is due to end;
- (c) ensure that the Notice provided pursuant sub-paragraph 22C.3(a) informs the Domestic Customer that the fixed term period is due to end and what will happen if they do not change supplier, expressly agree a new Domestic Supply Contract or a further fixed term period for a Fixed Term Supply Contract;
- (d) ensure that the Notice provided pursuant sub-paragraph 22C.3(b) informs the Domestic Customer that the fixed term period has ended and that the Domestic Customer has become subject to an Evergreen Green Supply Contract.

22C. 3A This paragraph applies where a Fixed Term period of a Fixed Term Supply Contract is due to end on a date which is on or after the date paragraph 22C.2 of standard condition 22C comes into effect, but earlier than 60 days after that date.

22C.4 Where paragraph 22C.4A applies, the licensee must:

- (a) provide the Domestic Customer with a Notice on a date which is no earlier than 49 days and no later than 42 days before the fixed term period of their Fixed Term Supply Contract is due to end;
- (b) ensure that the Notice provided pursuant sub-paragraph 22C.4(a) informs the Domestic Customer that the fixed term period is due to end and what will happen if they do not change supplier, expressly agree a new Domestic Supply Contract or a further fixed term period for a Fixed Term Supply Contract;

22C.4A This paragraph applies where a Fixed Term period of a Fixed Term Supply Contract is due to end on a date which is on or after the date paragraph 22C.2 of standard condition 22C comes into effect, but on or after a date which is 60 days after that date.

Comment [o14]: Please can Ofgem clarify in the SLC's when these SLC's will come into effect.

~~31CA22CA~~ 22CA.2 Until paragraph 22C.5 of standard condition 22C comes into effect, the following paragraph is to be inserted in standard condition 22C:

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

(a) the licensee has complied with sub-paragraphs 22C.3(a) and 22C.3(c) or paragraph 22C.4;

(b) the Domestic Customer has expressly agreed in Writing to the proposed further fixed term period and, where applicable, any proposed changes to other terms and conditions (including the Charges for the Supply of [Gas/Electricity]) in response to the Notice given by the licensee in accordance with sub-paragraphs 22C.3(a) and 22C.3(c) or paragraph 22C.4;

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

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

~~31CA22CA~~ 22CA.3 Until the definition of "SLC 22C Relevant Cheapest Evergreen Tariff" in paragraph

22C.21 of standard condition 22C comes into effect, the references to "SLC 22C Relevant Cheapest Evergreen Tariff" in standard condition 22C are to be read as "Evergreen Supply Contract".

4. New Standard Condition 22D

Standard condition 22D – Dead Tariffs

Prohibition on Dead Tariffs

22D.1 Subject to paragraphs 22D.2 to 22D.16, and without prejudice to a Fixed Term Supply Contract, the licensee must only use (or, where there are any Affiliate **[Electricity/Gas]** Licensees, the licensee and any Affiliate **[Electricity/Gas]** Licensees must collectively or individually only use) Live Evergreen Tariffs.

Exception to prohibition on Dead Tariffs

22D.2 Subject to paragraphs 22D.5 to 22D.19, where paragraph 22D.3 or 22D.4 applies, the licensee may continue to supply a Domestic Customer using a Dead Tariff which existed before the date paragraph 22D.1 takes effect.

22D.3 This paragraph applies where the Dead Tariff:

- (a) already fully complies with the requirements of standard condition 22A and standard condition 22B (excluding sub-paragraph 22B.1(b)); and
- (b) would be cheaper for the particular Domestic Customer when compared with the Licensee's SLC 22D Relevant Cheapest Evergreen Tariff.

22D.4 This paragraph applies where:

- (a) the Dead Tariff can be unilaterally changed by the licensee to fully comply with the requirements of standard condition 22A and standard condition 22B (excluding sub-paragraph 22B.1(b)) in a manner which seeks to ensure that the terms and conditions are as similar as possible to the terms and conditions of the original Dead Tariff;
- (b) the licensee will be able to ensure that the Dead Tariff is unilaterally changed to fully comply with the requirements of standard condition 22A and standard condition 22B (excluding sub-paragraph 22B.1(b)) in manner which seeks to ensure that the terms and conditions are as similar as possible to the terms and conditions of the original Dead Tariff; and
- (c) if, in the event the Dead Tariff was changed to fully comply with the requirements of standard condition 22A and standard condition 22B (excluding sub-paragraph 22B.1(b)) in a manner which seeks to ensure that the terms and conditions are as similar as possible to the terms and conditions of the original Dead Tariff, the licensee will be able to ensure that it does not create more than one Dead Tariff; and
- (d) if, in the event the Dead Tariff was changed to fully comply with the requirements of standard condition 22A and standard condition 22B (excluding sub-paragraph 22B.1(b)) in a manner which seeks to ensure that the terms and conditions are as similar as possible to the terms and conditions of the original Dead Tariff, the Dead Tariff would be cheaper for the particular Domestic Customer when compared with the licensee's SLC 22D Relevant Cheapest Evergreen Tariff.

22D.5 Where pursuant to paragraph 22D.2 the licensee has decided to continue to supply a Domestic Customer using a Dead Tariff, and it is necessary for the Dead Tariff to be changed to fully comply with the requirements of standard condition 22A and standard condition 22B (excluding sub-paragraph 22B.1(b)), it must:

(a) ensure that the Dead Tariff is unilaterally changed to fully comply with the requirements of standard condition 22A and standard condition 22B (excluding sub-paragraph 22B.1(b)) in manner which seeks to ensure that the terms and conditions are as similar as possible to the terms and conditions of the original Dead Tariff;

(b) ensure that, by changing the Dead Tariff to fully comply with the requirements of standard condition 22A and standard condition 22B (excluding sub-paragraph 22B.1(b)), it does not create more than one Dead Tariff;

(c) ensure that, no earlier than 49 days and no later than 42 days before the changes to the Dead Tariff are due to take effect, the particular Domestic Customer is given a Notice which:

(i) is drafted in plain and intelligible language;

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

(iii) subject to sub-paragraph 22D.5(c)(vii), presents the information using text of an equal size and prominence except that headings may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise;

(iv) contains a prominent title which clearly highlights that the Notice relates to changes to the Domestic Customer's Dead Tariff;

(v) sets out the changes to terms and conditions of the Dead Tariff which are taking place in a manner which compares the changes with the original terms and conditions of the Dead Tariff;

(vi) sets out the main reasons for why the changes to the terms and conditions of the Dead Tariff are taking place;

(vii) includes the following statement, presented in a manner which is readily distinguishable from the other text presented in the Notice: "Remember – it might be worth thinking about switching your tariff or supplier";

(viii) sets out the date the changes to the terms and conditions of the Dead Tariff are due to take effect;

(ix) informs the Domestic Customer that he may end the Domestic Supply Contract if the changes to the terms and conditions of the Dead Tariff are unacceptable to him by changing his [Gas/Electricity] Supplier or entering into a new contract with his [Electricity/Gas] Supplier;

(x) informs the Domestic Customer where he may obtain impartial advice and information about changing his [Gas/Electricity] Supplier;

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

(xii) explains the effect of paragraphs 22D.10 to 22D.13 in terms of how the Domestic Customer may be able to take steps to avoid the changes to the Dead Tariff (including by indicating that the Domestic Customer would need to enter into a new contract with either his [Electricity/Gas] Supplier or another [Electricity/Gas] Supplier as soon as possible to facilitate this process);

(xiii) informs the Domestic Customer of their Tariff Comparison Rate for the Dead Tariff (in respect of the Dead Tariff that would apply after the changes are due to be made);

(xiv) where the licensee is increasing the Charges for the Supply of [Gas/Electricity] for the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), must provide the Domestic Customer with the following information:

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

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

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

(xv) informs the Domestic Customer of the following information:

(1) the Exact Tariff Name; and

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

(xvi) must inform the Domestic Customer of:

(1) the Exact Tariff Name of their Relevant Cheapest Tariff and their Estimated Annual Savings; and

(2) the Exact Tariff Name of their Alternative Cheapest Tariff and their Estimated Annual Savings; and

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

(xviii) in close proximity to the information required by sub-paragraph 22D.5(c)(xiv), must include a brief statement explaining what is included and excluded from the Estimated Annual Costs;

(xix) contains, in a separate part of the Notice, the Principal Terms of:

(1) the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the original Dead Tariff; and

- (2) the Evergreen Supply Contract (or, as the case may be, Deemed Contract) for the Dead Tariff (in respect of the Dead Tariff that would apply after the changes are due to be made); and

(xx) contains the Supplier and Customer Information.

Requirements to ensure Domestic Customers become subject to an SLC 22D Relevant Cheapest Evergreen Tariff

22D.6 Unless paragraph 22D.8 applies, where the licensee has decided to not continue to supply a Domestic Customer using a Dead Tariff or is unable to do so by virtue of a requirement of this condition, it must ensure, in a way that is compatible with standard licence conditions and legislation, that the Domestic Customer becomes subject to the licensee's SLC 22D Relevant Cheapest Evergreen Tariff.

Annual reassessment of Dead Tariffs

22D.7 Where pursuant to paragraph 22D.2, the licensee has decided to continue to supply a Domestic Customer using a Dead Tariff, it must:

(a) reassess each year during the Annual Assessment Period whether the Dead Tariff is cheaper for the particular Domestic Customer when compared with the licensee's SLC 22D Relevant Cheapest Evergreen Tariff; and

(b) only continue to supply the Domestic Customer using the Dead Tariff if that Tariff is cheaper for that particular Domestic Customer than the licensee's SLC 22D Relevant Cheapest Evergreen Tariff.

22D.8 Where pursuant to paragraph 22D.7, the licensee is unable to continue to supply the Domestic Customer using the Dead Tariff or otherwise does not wish to continue to supply the Domestic Customer using the Dead Tariff, the licensee must ensure, in a way that is compatible with standard licence conditions and legislation, that the Domestic Customer becomes subject to the licensee's SLC 22D Relevant Cheapest Evergreen Tariff on or before the Completion Date.

Notification requirements where Domestic Customers are to become subject to the SLC 22D Relevant Cheapest Evergreen Tariff

22D.9 Subject to paragraph 22D.10, where the licensee has decided to not continue to supply a Domestic Customer using a Dead Tariff or is unable to do so by virtue of a requirement of this condition, it must ensure that, no earlier than 49 days and no later than 42 days before the Domestic Customer is due to become subject to the licensee's SLC 22D Relevant Cheapest Evergreen Tariff, the particular Domestic Customer is given a Notice which:

- (a) is drafted in plain and intelligible language;
- (b) presents the information using text of a colour which is readily distinguishable from the background medium;
- (c) subject to sub-paragraph 22D.8(g), presents the information using text of an equal size and prominence except that headings may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise;
- (d) complies with any direction issued pursuant to paragraph 22D.18;

- (e) contains a prominent title which clearly highlights that the Notice relates to ensuring that the Domestic Customer will become subject to the licensee's SLC 22D Relevant Cheapest Evergreen Tariff, and where applicable, that the licensee is changing the terms and conditions of the Dead Tariff;
- (f) sets out the date the Domestic Customer is due to become subject to the licensee's SLC 22D Relevant Cheapest Evergreen Tariff;
- (g) includes the following statement, presented in a manner which is readily distinguishable from the other text presented in the Notice: "Remember – it might be worth thinking about switching your tariff or supplier";
- (h) where the supplier has the ability to make unilateral changes to the terms and conditions of the Dead Tariff and, in order to ensure that the Domestic Customer would become subject to their SLC 22D Relevant Cheapest Evergreen Tariff, is changing those terms and conditions of the Dead Tariff to ensure that they are the same as the SLC 22D Relevant Cheapest Evergreen Tariff, provides the following information:
 - (i) the information specified in sub-paragraph 22D.5(c)(v); (ii) the information specified in sub-paragraph 22D.5(c)(vi);
 - (iii) the information specified in sub-paragraph 22D.5(c)(ix);
 - (iv) the information specified in sub-paragraph 22D.5(c)(xiv);
 - (v) the information specified in sub-paragraph 22D.5(c)(xvii);
 - (vi) the information specified in sub-paragraph 22D.5(c)(xviii);
- (i) where the licensee is terminating the Evergreen Supply Contract for the Dead Tariff in order to ensure that the Domestic Customer would become subject to their SLC 22D Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that the Domestic Customer continued to consume [gas/electricity]), provides the following information:
 - (i) a statement to the effect that the licensee is terminating the Evergreen Supply Contract for the Dead Tariff so that the Domestic Customer will become subject to the licensee's SLC 22D Relevant Cheapest Evergreen Tariff;
 - (ii) the date the Evergreen Supply Contract for the Dead Tariff is due to be terminated;
 - (iii) a statement to the effect that if the Domestic Customer does not change supplier or agree a new Domestic Supply Contract, they will become subject to their SLC 22D Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that the Domestic Customer continued to consume [gas/electricity]);
 - (iv) informs the Domestic Customer that they may be able to avoid becoming subject to 22D Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that the Domestic Customer continued to consume

[gas/electricity]) by changing his [Gas/Electricity] Supplier or entering into a new contract with his [Electricity/Gas] Supplier;

(v) informs the Domestic Customer of:

(1) the Exact Tariff Name of their Relevant Cheapest Tariff and their Estimated Annual Savings; and

(2) the Exact Tariff Name of their Alternative Cheapest Tariff and their Estimated Annual Savings; and

(j) informs the Domestic Customer where he may obtain impartial advice and information about changing his [Gas/Electricity] Supplier;

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

(l) explains the effect of paragraphs 22D.13 to 22D.16 in terms of how the Domestic Customer may be able to take steps to avoid becoming subject to the licensee's SLC 22D Relevant Cheapest Evergreen Tariff (including by indicating that the customer would need to enter into a new contract with either his [Electricity/Gas] Supplier or another [Electricity/Gas] Supplier as soon as possible to facilitate this process);

(m) informs the Domestic Customer of their Tariff Comparison Rate for the SLC 22D Relevant Cheapest Evergreen Tariff;

(n) contains, in a separate part of the Notice, the Principal Terms of the:

(i) Evergreen Supply Contract (or, as the case may be Deemed Contract) for the Dead Tariff; and

(ii) Evergreen Supply Contract (or, as the case may be Deemed Contract) for the SLC 22D Relevant Cheapest Evergreen Tariff; and

(o) contains the SLC 22D Supplier and Customer Information.

Exception for notification requirements

22D.10 Paragraph 22D.9 does not apply where, in order to ensure that the Domestic Customer is no longer subject to a Dead Tariff, the licensee has:

(a) entered into a new Domestic Supply Contract with a Domestic Customer; or

(b) has agreed a mutual variation with a Domestic Customer (in accordance with standard condition 23A).

Requirements for Deemed Contracts

22D.11 Where the licensee is terminating the Evergreen Supply Contract for the Dead Tariff in order to ensure that the Domestic Customer would become subject to their SLC 22D Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that the Domestic Customer continued to consume [gas/electricity]), the licensee must ensure that the terms and conditions of the Deemed Contract are the same as the Evergreen Supply Contract for the SLC 22D Relevant Cheapest Evergreen Tariff (excluding any terms and conditions of the Deemed Contract (other than the Charges for

the Supply of [Gas/Electricity]) which are different because of an express prohibition or express requirement contained in a standard licence condition).

Continuation of Dead Tariffs for interim period

22D.12 Where paragraph 22D.13 applies, the licensee must ensure that a Domestic Customer will continue to be subject to the same Charges for the Supply of [Gas/Electricity] and the same terms and conditions that applied to the Dead Tariff until they have changed their supplier.

22D.13 This paragraph applies where one of the following conditions is satisfied:

(a) no later than 20 Working Days after (but not including) the date on which the Dead Tariff is due to terminate or be changed in order for the Domestic Customer to become subject to the licensee's SLC 22D Relevant Cheapest Evergreen Tariff, the licensee [receives Notice under the Master Registration Agreement that another Electricity Supplier / receives Notice under the Network Code by way of the Relevant Gas Shipper that another Gas Supplier] will begin to supply the Domestic Customer's Domestic Premises within a reasonable period of time; or

(b) where:

- (i) the condition in sub-paragraph 22D.13(a) is met; and
- (ii) the Domestic Customer has paid any Outstanding Charges within 30 Working Days after the Domestic Customer receives Notice that the licensee intends to prevent the Domestic Customer's Proposed Supplier Transfer.

22D.14 Where paragraph 22D.15 applies, the licensee must ensure that a Domestic Customer will continue to be subject to the same Charges for the Supply of [Gas/Electricity] and the same terms and conditions that applied to the Dead Tariff until a new Domestic Supply Contract with the licensee comes into effect.

22D.15 This paragraph applies where a new Domestic Supply Contract comes into effect no later than 20 Working Days after (but not including) the date on which the Domestic Evergreen Supply Contract (or, as the case may be Deemed Contract) for the Dead Tariff was to terminate or be changed in order for the Domestic Customer to become subject to the licensee's SLC 22D Relevant Cheapest Evergreen Tariff.

Additional rules for Relevant Cheapest Tariff and Alternative Cheapest Tariff information

22D.16 Where pursuant to standard condition 22D the licensee provides a Domestic Customer with information about their Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff, the licensee must provide, in close proximity on the same page:

(a) a statement (in plain and intelligible language) to the effect that changing to a Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff may involve changing to materially different terms and conditions; and

(b) where applicable, a statement (in plain and intelligible language) to the effect that the Relevant Cheapest Tariff and/or Relevant Cheapest Tariff is subject to limited availability and/or will only be available for a limited period of time.

(c) where the Domestic Customer has a Prepayment Meter and changing to the Alternative Cheapest Tariff would require the [Electricity/Gas] Meter to be changed:

- (i) a statement (in plain and intelligible language) to the effect that changing to the Alternative Cheapest Tariff would require the [Electricity/Gas] Meter to be changed;
- (ii) an estimate of the costs (in pounds sterling), if any, of changing the [Electricity/Gas] Meter; and
- (iii) a statement (in plain and intelligible language) to the effect that there may be restrictions on changing the [Electricity/Gas] Meter if the Domestic Customer has Outstanding Charges or if the licensee has reasonable grounds to believe the Domestic Customer is likely to incur Outstanding Charges once the meter is changed from a Prepayment Meter.

Comment [o15]: See comment [o12]

22D.17 This paragraph applies where:

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

22D.18 Where paragraph 22D.17 applies, the licensee must provide a statement, in plain and intelligible language, to the effect that the Domestic Customer is already subject to the Relevant Cheapest Tariff and/or Alternative Cheapest Tariff (as applicable) and that they will be informed at least once a year if the position changes.

22D.19 Where the Domestic Customer is using a Prepayment Meter, in addition to providing that Domestic Customer with information about their Alternative Cheapest Tariff, the licensee must provide a statement to the effect that a Domestic Customer with Outstanding Charges may be able to change their supplier by agreeing with a new [Electricity Supplier/Gas Supplier] that the Outstanding Charges may be assigned by the licensee in accordance with the Protocol.

22D.20 Where the licensee is required to provide a Domestic Customer with information about their Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff, it must take all reasonable steps to ensure that:

- (a) the calculation of Annual Consumption Details and all other relevant calculations and assessments are made at a point in time which is of a close proximity to the point in time in which the information is to be provided to the Domestic Customer; and
- (b) the assessment of the Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff is based on the most up to date Tariff information available.

Terms of Domestic Supply Contracts

22D.21 The licensee must ensure that each Evergreen Supply Contract for a Dead Tariff contains terms and conditions which reflect the provisions of standard condition 22D.

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

- (a) the inclusion of that term is incompatible with standard condition 22D; or

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

Power to direct restrictions on information included on or with a Notice issued pursuant to paragraph 22D.5(c)

22D.22 Subject to paragraph 22D.23, the licensee must comply with any directions relating to SLC 22D Information Restrictions which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

22D.23 Unless the licensee otherwise consents, a direction under paragraph 22D.22 will only take effect after the Authority has given the licensee at least two months Notice.

Guidance

22D.24 The licensee must have regard to any guidance on standard condition 22D (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

Definitions for condition

22D.25 For the purposes of this condition:

“**Annual Statement**” is to be interpreted in accordance with paragraph 31A.15 of standard condition 31A.

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“**Annual Assessment Period**” means within the period:

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(a) commencing 30 days before (but not including) the date the licensee is required to provide the particular Domestic Customer with an Annual Statement pursuant to standard condition 31A; and

(b) ending 150 days after (and commencing with) the date the licensee is required to provide the particular Domestic Customer with an Annual Statement pursuant to standard condition 31A.

“**Completion Date**” means the date which is no later than 150 days after (and commencing with) the date the licensee is required to provide the particular Domestic Customer with an Annual Statement pursuant to standard condition 31A.

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“**SLC 22D Information Restrictions**” means any or all of the following requirements:

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(a) that the Notice issued pursuant to paragraph 22D.5(c) only contains information which is specified by the Authority; and/or

(b) that the Notice issued pursuant to paragraph 22D.5(c) is not be provided in conjunction with any other information, including (but not limited to) a Bill, statement of account or marketing material.

“**SLC 22D Relevant Cheapest Evergreen Tariff**” means, in comparison with each specific Domestic Customer’s Dead Tariff, the cheapest Tariff for an Evergreen Supply Contract available from the licensee (or, where there are any Affiliate Licensees, the licensee and any Affiliate Licensees) for that Domestic Customer based on their:

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(a) current payment method;

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

“**SLC 22D Supplier and Customer Information**” means:

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

5. New Standard Condition 23A

Standard condition 23A – mutual variations

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

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

(a) without prejudice to standard condition 22D, the mutual variation does not relate to extending the duration of a Domestic Supply Contract or a fixed term period in any way;

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

(i) is given no earlier than 37 days and no later than 30 days in advance of the date the mutual variation is intended to take effect;

(ii) is drafted in plain and intelligible language;

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

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

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

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

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

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

(d) in response to the Notice given by the licensee in accordance with sub-paragraph 23A.2(b), the Domestic Customer has contacted the licensee in Writing or by any other means and has expressly agreed to the mutual variation as part of that contact; and

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

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

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

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

(a) a statement to the effect that the Domestic Customer has agreed to a mutual variation; and

(b) an explanation of the effect of that mutual variation.

Terms of Domestic Supply Contracts

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

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

(a) the inclusion of that term is incompatible with standard condition 23A; or

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

Guidance

23A.6 The licensee must have regard to any guidance on standard condition 23A (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

6. New standard condition 25C

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

Application of standard condition

25C.1. Subject to paragraph 25C.6, standard condition 25C applies to all activities of the licensee and any Representative which involve, or otherwise relate to, dealings with a Domestic Customer.

Customer Objective

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

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

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

Standards of Conduct

25C.4 The Standards of Conduct are that:

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

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

- (i) is complete, accurate and not misleading (in terms of the information provided or omitted);
- (ii) is communicated (and, if provided in Writing, drafted) in plain and intelligible language;
- (iii) relates to products or services which are appropriate to the Domestic Customer to whom it is directed; and
- (iv) is otherwise Fair both in terms of its content and in terms of how it is presented (with more important information being given appropriate prominence);

(c) the licensee and any Representative:

- (i) make it easy for a Domestic Customer to contact the licensee;;
- (ii) act promptly and courteously to put things right when the licensee or any Representative make a mistake;; and

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

Compliance with the Standards of Conduct

25C.5. The licensee must take all reasonable steps to achieve the Standards of Conduct and ensure that it interprets and applies the Standards of Conduct in a manner consistent with the Customer Objective.

Exception to scope of condition

25C.6 Apart from any matters relating to Deemed Contracts, standard condition 25C does not apply in respect of the amount or amounts of any Charges for the Supply of [Gas/Electricity], Discounts, Bundled Products, or any other type of charge or fee.

Provision and publication of information

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

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

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

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

Guidance

25C.10 The licensee must have regard to any guidance on standard condition 25C (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

Definitions for condition

25C.11 For the purposes of this condition:

"**Customer Objective**" is to be interpreted in accordance with paragraph 25C.2.

"Fair" and cognate expressions are to be interpreted in accordance with paragraph 25C.3.

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Comment [o16]: This is ambiguous. Ofgem should clarify which terms they consider should be interpreted in accordance with 25C.3

| **“Standards of Conduct”** means one or more of sub-paragraphs 25C.4(a) to (c).

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| **“Treating Customers Fairly Statement”** is to be interpreted in accordance with paragraph 25C.7.

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7. New standard condition 31B

Condition 31B. Tariff Information Label

Tariff Information Label

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

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

31B.2 Subject to paragraph 31C.6 of standard condition 31C in respect of the Tariff Comparison Rate, where any change or changes will take place that affect the information required to be included on a Tariff Information label, the licensee must take all reasonable steps to ensure that Tariff Information Label is updated on or before the date the change or changes take effect.

Provision and publication of Tariff Information Labels

31B.3 If any Relevant Person requests a copy of any Tariff Information Label, the licensee must provide a Written copy to that person free of charge within 5 days after the day the request was received or as soon as reasonably practicable thereafter.

31B.4 If the licensee or any Affiliate Licensees have a Wwebsite, the licensee must publish each Tariff Information Label prepared pursuant to paragraph 31B.1 on that Wwebsite in a position that is capable of easily being accessed by any person and which does not require a person to input any information apart from their address or postcode.

31B.5 If the licensee or any Affiliate Licensees have a wwebsite, the licensee may also, in the same position as it publishes each Tariff Information Label pursuant to 31B.4 above, offer any person the opportunity to obtain Tariff Information Labels that are tailored to that person's individual circumstances or preferences, by allowing that person to enter any or all of the following additional information:

- (a) gas only;
- (b) electricity only;
- (c) a particular payment method;

- (d) a particular Discount;
- (e) a Dual Fuel Discount;
- (f) an Online Account Management Discount;
- (g) a Bundled Product;
- (h) a Reward Points Discount.

31B.6 Where the licensee or Affiliate Licensee offers a person the opportunity to obtain a tailored Tariff Information Label as provided by paragraph 31B.5 above, the licensee or Affiliate Licensee must include on the same page of the [website](#) a prominent statement, that is drafted in plain and intelligible language, to the effect that any person can obtain a Tariff Information Label by entering no more information than their address or postcode.

31B.7 Where any Representative of the licensee provides information about the licensee's Tariffs, the licensee must take all reasonable steps to ensure that the Representative provides an up-to-date Tariff Information Label in relation to each of the licensee's Tariffs on which the Representative provides information.

31B.8 Subject to paragraph 31B.9 and Schedule 1 to standard condition 31B, the information which is required by virtue of Schedule 1 to standard condition 31B does not require the licensee to provide details of TIL Estimated Annual Costs for:

- (a) a Time of Use Tariff; and
- (b) a Staggered Charges Tariff which is of less than one year in duration or includes any precise variations which occur more or less frequently than once per year.

Power to direct the use of the TIL Estimated Annual Costs in respect of Time of Use Tariffs and/or Staggered Charges Tariffs

31B.9 Subject to paragraph 31B.10, the licensee must comply with any directions relating to SLC 31B Relevant Time of Use Matters and/or SLC 31B Staggered Charging Matters which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

31B.10 Unless the licensee otherwise consents, a direction under paragraph 31B.9 will only take effect after the Authority has given the licensee at least two months Notice.

Guidance

31B.11 The licensee must have regard to any guidance on standard condition 31B (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

Definitions for condition

31B.12 In this condition:

“Operational” means any Tariff which is available to Domestic Customers or which still applies to any Domestic Customers (including, but not limited to, Live Evergreen Tariffs, Expired Fixed Term Tariffs, and Dead Tariffs).

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SLC 31B Relevant Staggered Charging Matters means, in respect of a Staggered Charges Tariff of a particular description specified by the Authority, any or all of the following:

- (a) requirements to use the TIL Estimated Annual Costs;
- (b) requirements as to how the TIL Estimated Annual Costs is used, displayed and communicated;
- (c) requirements relating to information which has to be displayed or communicated in conjunction with the TIL Estimated Annual Costs; and
- (d) the methodology which must be used to calculate the TIL Estimated Annual Costs.

SLC 31B Relevant Time of Use Matters means, in respect of all Time of Use Tariffs or any Time of Use Tariffs of a particular description specified by the Authority, any or all of the following:

- (a) requirements to use the TIL Estimated Annual Costs;
- (b) requirements as to how the TIL Estimated Annual Costs is used, displayed and communicated;
- (c) requirements relating to information which has to be displayed or communicated in conjunction with the TIL Estimated Annual Costs; and
- (d) the methodology which must be used to calculate the TIL Estimated Annual Costs.

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

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

- (1) the Relevant Unit Rates multiplied by the Ofgem Consumption Details;
- (2) the Relevant Standing Charge multiplied by 365 days;
- (3) the total annual costs of Relevant Bundles;

(ii) less the combined total of Discount Amounts.

Comment [o17]: It would be helpful to understand when VAT has to be applied, i.e. at the end of the calculation or should 1), 2) and 3) already include VAT at the time we start the calculation

Schedule 1 to standard condition
31B

Part

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

Your tariff information

About your [Entry 1] tariff	
Supplier	[Entry 2]
Tariff name	[Entry 3]
Tariff type	[Entry 4]
Payment method	[Entry 5]
Unit rate	[Entry 6]
Standing charge	[Entry 7]
Tariff ends on	[Entry 8]
Price guaranteed until	[Entry 9]
Exit fees (if you cancel this tariff before the end date)	[Entry 10]
Discounts and additional charges	[Entry 11]
Additional products or services included	[Entry 12]
Illustrative (Entry 13) cost on this tariff	
Assumed annual consumption	[Entry 14]
Estimated annual cost	[Entry 15]
Tariff Comparison Rate (TCR)	[Entry 16]

Estimated costs include VAT and are based on [Entry 17] for the tariff shown above.
[Entry 17]

Frequently asked questions

- What is a kWh (kilowatt-hour)?
[Entry 18]
- What is the Tariff comparison Rate (TCR)?
[Entry 19]
- [Entry 20]

Part 2

S1.2 In respect of each of its Tariffs for which a Tariff Information Label must be prepared and kept up-to-date pursuant to paragraph 31B.1, the licensee must ensure that the contents of the template picture shown in Schedule 1 are populated in accordance with paragraphs S.1.3 to S.1.26.

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

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

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

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

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

S1.8 The licensee must replace "[Entry 6]" with text setting out the Relevant Unit Rate (or, where applicable, Relevant Unit Rates) for the Tariff.

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

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

- (a) in the case of a Fixed Term Supply Contract which does not have Staggered Pricing, text setting out the date (in the format of day, month, year) when the fixed term period ends (or if that date is not ascertainable the duration of the fixed term period); or
- (b) in the case of a Fixed Term Supply Contract which does have Staggered Pricing, text setting out the date (in the format of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the duration of the fixed term period); or
- (c) in the case of an Evergreen Supply Contract or a Deemed Contract, the text "N/A".

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

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

Comment [o18]: Does this SLC need to differentiate between Staggered Pricing and non Staggered Pricing?

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

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

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

S1.16 Subject to S1.17 and S1.18 below, the licensee must replace "[Entry 14]" with text setting out in kWh the Ofgem Consumption Details ~~for medium consumption~~.

Comment [o19]: This is already captured in the definition of Ofgem Consumption Details

S1.17 Unless the Authority has issued a direction under paragraph 31C.10 of standard condition 31C which applies to the Tariff, where the Tariff to which the Tariff Information Label applies is either:

- (a) a Time of Use Tariff; or
 - (b) a Staggered Charges Tariff which is of less than one year in duration or includes any precise variations which occur more or less frequently than once per year,
- the licensee must replace "[Entry 14]" with the text "N/A".

S1.18 Where the licensee provides the Domestic Customer with:

- (a) the Domestic Customer's Estimated Annual Costs in relation to a Tariff; and
 - (b) at the same time, a Tariff Information Label in relation to that Tariff,
- the licensee must replace "[Entry 14]" with text which refers the Domestic Customer to the Domestic Customer's Estimated Annual Costs.

Comment [o20]: We believe the only time this happens is in relation to TIL's on Annual statements and bills / statements of account. We think it would be clearer to refer to the specific SLC's that Ofgem has in mind here

S1.19 Subject to S1.20 below, the licensee must replace "[Entry 15]" with text setting out the TIL Estimated Annual Costs applicable to the Ofgem Consumption Details ~~for medium consumption~~. Unless the Authority has issued a direction under paragraph 31B.9 which applies to the Tariff, where the Tariff to which the Tariff Information Label applies is either:

Comment [o21]: See comment [o18]

- (a) a Time of Use Tariff; or
- (b) a Staggered Charges Tariff which is of less than one year in duration or includes any precise variations which occur more or less frequently than once per year,

the licensee must replace "[Entry 15]" with the text "N/A".

S1.20 Where the licensee provides the Domestic Customer with:

- (a) the Domestic Customer's Estimated Annual Costs in relation to a Tariff; and
- (b) at the same time, a Tariff Information Label in relation to that Tariff,

the licensee must replace "[Entry 15]" with text which refers the Domestic Customer to the Domestic Customer's Estimated Annual Costs.

Comment [o22]: See comment [o19]

S1.21 The licensee must replace "[Entry 16]" with text setting out the Tariff Comparison Rate applicable to the Ofgem Consumption Details ~~for medium consumption~~. Unless the Authority has issued a direction under paragraph 31B.9 which applies to the Tariff, where the Tariff to which the Tariff Information Label applies is either:

Comment [o23]: See comment [o18]

(a) a Time of Use Tariff; or

(b) a Staggered Charges Tariff which is of less than one year in duration or includes any precise variations which occur more or less frequently than once per year,

the licensee must replace "[Entry 16]" with the text "N/A".

S1.22 The licensee must replace "[Entry 17A]" with:

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

(b) in any other case, the text "current prices".

S1.23 The licensee must replace "[Entry 17B]" with either:

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

(b) a blank space.

S1.24 The licensee must replace "[Entry 18]" with text setting out a brief answer to the question: "What is a kWh (kilowatt-hour)?" The answer must be drafted in plain and intelligible language.

S1.25 The licensee must replace "[Entry 19]" with text setting out a brief answer (which is designed to promote the benefits of the Tariff Comparison Rate) to the question: "What is the Tariff Comparison Rate (TCR)?" The answer must be drafted in plain and intelligible language.

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

(a) text relating to up to three additional frequently asked questions; or

(b) a blank space.

8. New standard condition 31C

New Condition 31C. Tariff Comparison Rate

Tariff Comparison Rate

31C.1 Subject to paragraph 31C.3, in respect of each of its Tariffs, the licensee must provide or display (and must ensure that any Representative provides or displays) the Tariff Comparison Rate in all circumstances where the licensee or any Representative provides or is required to provide information about the licensee's Charges for the Supply of [Gas/Electricity].

31C.2 Subject to paragraph 31C.3, where the licensee or any Representative makes any form of comparative claim in respect of one or more of its Tariffs and any other Tariff or Tariffs which are not the licensee's Tariffs, the licensee must provide or display (and must ensure that any Representative provides or displays) the Tariff Comparison Rate in respect of the Tariff or Tariffs which are the licensee's Tariffs.

31C.3 Subject to paragraph 31C.10, paragraphs 31C.1 and 31C.2 do not apply in respect of:

- (a) Relevant Cheapest Tariff information and Alternative Cheapest Tariff information;
- (b) A Time of Use Tariff; and
- (c) a Staggered Charges Tariff which is of less than one year in duration or includes any precise variations which occur more or less frequently than once per year.

31C.4 If the licensee or any Affiliate Licensee has a ~~W~~website, the licensee must publish each Tariff Comparison Rate on that ~~W~~website in a position that is capable of easily being accessed by any person and which does not require a person to input any information apart from their address or postcode.

31C.5 Where, in accordance with paragraph 31C.1 or any other standard condition, a Tariff Comparison Rate is provided or displayed, the licensee must ensure that:

- (a) the Tariff Comparison Rate is referred to using either the name "TCR" or "Tariff Comparison Rate" (and thereafter is referred to in a consistent manner);
- (b) the Tariff Comparison Rate is, when displayed in Writing, displayed in a colour which is readily distinguishable from the background medium;
- (c) the Tariff Comparison Rate is clearly visible when displayed in Writing or otherwise clearly communicated; and
- (d) where the Tariff Comparison Rate is displayed on a Specified Medium, the following information is provided or displayed in conjunction with the Tariff Comparison Rate:
 - (i) the Exact Tariff Name that relates to the Tariff Comparison Rate;
 - (ii) the Exact Payment Method that relates to the Tariff Comparison Rate;

- (iii) (where applicable and where the Discount is permitted by standard condition 22B) information about the existence and amount of any Non-Contingent Discounts (and a statement to the effect that this amount is included in the Tariff Comparison Rate calculation);
- (iv) (where applicable) information about the existence and amount of a Dual Fuel Discount (and a statement to the effect that this amount is included in the Tariff Comparison Rate calculation);
- (v) (where applicable) information about the existence of an Online Account Management Discount and a statement to the effect that this amount is included in the Tariff Comparison Rate calculation);
- (vi) (where applicable and where the Discount is permitted by standard condition 22B) information about the existence and amount of any Contingent Discounts (and a statement to the effect that this amount is not included in the Tariff Comparison Rate calculation);
- (vii) information about the existence and amount of any Termination Fee (and a statement to the effect that this amount is not included in the Tariff Comparison Rate calculation);
- (viii) information about the existence and amount of any late payment fee (and a statement to the effect that this amount is not included in the Tariff Comparison Rate calculation);
- (ix) where a Dual Fuel Discount applies, a statement to the effect that the Tariff Comparison Rate is based on the assumption that the Domestic Customer would be supplied with both electricity and gas from the licensee or the licensee and an Affiliate Licensee;
- (x) where a Tied Bundle or Opt-Out Bundle applies, the following about the applicable Bundled Product:
 - (1) the name of the applicable Bundled Product;
 - (2) the charges (if any) which apply in respect of the applicable Bundled Product;
 - (3) in the case of a Tied Bundle, a statement to the effect that any charges for the Tied Bundle are included in the Tariff Comparison Rate calculation;
 - (4) In the case of an Opt-Out Bundle, a statement to the effect that any charges for the Opt-Out Bundle are not included in the Tariff Comparison Rate calculation;
 - (5) a statement to the effect that the nature of the Bundled Product means that it is either a Tied Bundle or an Opt-Out Bundle;
 - (6) a brief description of the goods and/or services which are provided as part of the Bundled Product;
- (xi) a statement to the effect that the Tariff Comparison Rate is based on assumed consumption values and that the actual charges applicable to the Domestic Customer would be dependent on the amount of energy used;

- (xii) a statement (which is designed to promote the benefits of the Tariff Comparison Rate) to the effect that the Tariff Comparison Rate can be used as a guide, but does not indicate actual prices; and
 - (xiii) a statement explaining where the Domestic Customer can obtain further information about the Tariff to which the Tariff Comparison Rate applies.
- (e) where the Tariff Comparison Rate is not displayed on a Specified Medium, the following information is provided or displayed in conjunction with the Tariff Comparison Rate:
- (i) the Exact Tariff Name that relates to the Tariff Comparison Rate;
 - (ii) the Exact Payment Method that relates to the Tariff Comparison Rate;
 - (iii) (where applicable) information about the existence of a Dual Fuel Discount;
 - (iv) (where applicable) information about the existence of an Online Account Management Discount;
 - (v) a statement to the effect that the Tariff Comparison Rate is based on assumed consumption values and that the actual charges applicable to the Domestic Customer would be dependent on the amount of energy used;
 - (vi) a statement (which is designed to promote the benefits of the Tariff Comparison Rate) to the effect that the Tariff Comparison Rate can be used as a guide, but does not indicate actual prices; and
 - (vii) a statement explaining where the Domestic Customer can obtain further information about the Tariff to which the Tariff Comparison Rate applies.

31C.6 Where any change or changes will take place that affect the calculation of any Tariff Comparison Rate that continues to be used by the licensee or any Representative, the licensee must take all reasonable steps to ensure that each Tariff Comparison Rate is updated on the following basis:

- (a) in the case of a Fixed Term Supply Contract which complies with sub-paragraph 11(a) of standard condition 22C or sub-paragraph 8(a) of standard condition 23, within one day of the time the change or changes take effect:
 - (i) in respect of information displayed on a ~~website or other website~~, within one ~~working day~~ of the time the change or changes take effect; and
 - (ii) in respect of information displayed or provided in any other manner, within five ~~working days~~ from the time the change or changes take effect; and
- (b) in the case of any other Tariff, before the change or changes take effect.

Provision of Tariff Comparison Rates

31C.7 If any Relevant Person requests a copy of any Tariff Comparison Rate, the licensee must provide a Written copy of that information (in accordance with paragraph 35) to that person free of charge within 5 days after the day the request was received or as soon as reasonably practicable thereafter.

Guidance

31C.8 The licensee must have regard to any guidance on standard condition 31C (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

Exception to compliance with condition

31C.9 The licensee is not required to comply with standard condition 31C to such extent and subject to such conditions as the Authority may from time to time direct.

Power to direct the use of the Tariff Comparison Rate in respect of Time of Use Tariffs and/or Staggered Charges Tariffs

31C.10 Subject to paragraph 31C.11, the licensee must comply with any directions relating to Relevant Time of Use Matters and/or Staggered Charging Matters which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

31C.11 Unless the licensee otherwise consents, a direction under paragraph 31C.10 will only take effect after the Authority has given the licensee at least two months Notice.

Definitions for condition

31C.12 In this condition:

Relevant Staggered Charging Matters means, in respect of a Staggered Charges Tariff of a particular description specified by the Authority, any or all of the following:

- (a) requirements to use the Tariff Comparison Rate;
- (b) requirements as to how the Tariff Comparison rate is used, displayed and communicated;
- (c) requirements relating to information which has to be displayed or communicated in conjunction with the Tariff Comparison Rate; and the methodology which must be used to calculate the Tariff Comparison Rate.

Relevant Time of Use Matters means, in respect of all Time of Use Tariffs or any Time of Use Tariffs of a particular description specified by the Authority, any or all of the following:

- (a) requirements to use the Tariff Comparison Rate;
- (b) requirements as to how the Tariff Comparison rate is used, displayed and communicated;
- (c) requirements relating to information which has to be displayed or communicated in conjunction with the Tariff Comparison Rate; and
- (d) the methodology which must be used to calculate the Tariff Comparison Rate.

Specified Medium means any of the following:

- (a) a Tariff Information Label;
- (b) a website; and
- (c) where a Written copy of any Tariff Comparison Rate must be provided to Relevant Person pursuant to paragraph 31C.7.

9. Standard condition 31D – Temporary provisions for White Label Tariffs

Treatment of restrictions on Tariff numbers

31D.1 Paragraph 1(b) of standard condition 22B does not apply to a White Label Tariff.

Treatment of Dual Fuel Discounts

31D.2 Where the licensee has White Label Tariffs, paragraph 22B.5 of standard Condition 22B is replaced with the following paragraph:

22B.5 With the exception of White Label Tariffs, the licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively ensure) that any Dual Fuel Discount is:

- (a) a Discount of a precise monetary amount that is Continuously Applied to a Domestic Customer's Tariff on a daily basis;
- (b) (if the licensee (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees) wishes to offer a Dual Fuel Discount) offered and available with all the licensee's (or, where there are any Affiliate [Electricity/Gas] Licensees, by the licensee and any Affiliate [Electricity/Gas] Licensees") Tariffs;
- (c) subject to the same terms and conditions throughout Great Britain;
- (d) of the same monetary amount throughout Great Britain;
- (e) not expressed as a percentage; and
- (f) subject to paragraph 22B.24, only presented as a monetary amount in pounds sterling per year.

22B.5A In respect of White Label Tariffs, the licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively ensure) that any Dual Fuel Discount used in respect of a White Label Tariff of the same White Label Provider is:

- (a) a Discount of a precise monetary amount that is Continuously Applied to a Domestic Customer's Tariff on a daily basis;
- (b) (if the licensee (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees) wishes to offer a Dual Fuel Discount for White Label Tariffs) offered and available with all the licensee's (or, where there are any Affiliate [Electricity/Gas] Licensees, by the licensee and any Affiliate [Electricity/Gas] Licensees') White Label Tariffs of the same White Label Provider;
- (c) subject to the same terms and conditions throughout Great Britain;
- (d) of the same monetary amount throughout Great Britain;
- (e) not expressed as a percentage; and

- (f) subject to paragraph 22B.24, only presented as a monetary amount in pounds sterling per year.

Treatment of Discounts for Online Account Management

31D.3 Where the licensee has White Label Tariffs, paragraph 22B.6 of standard Condition 22B is replaced with the following paragraph:

22B.6 With the exception of White Label Tariffs, the licensee must ensure (or, where there are any Affiliate **[Electricity/Gas]** Licensees, the licensee and any Affiliate **[Electricity/Gas]** Licensees must collectively ensure) that any Online Account Management Discount is:

- (a) a Discount of a precise monetary amount that is Continuously Applied to a Domestic Customer's Tariff on a daily basis;
- (b) (if the licensee (or, where there are any Affiliate **[Electricity/Gas]** Licensees, the licensee and any Affiliate **[Electricity/Gas]** Licensees) wishes to offer an Online Account Management Discount) offered and available with all the licensee's (or, where there are any Affiliate **[Electricity/Gas]** Licensees, by the licensee and any Affiliate **[Electricity/Gas]** Licensees') Tariffs;
- (c) subject to the same terms and conditions throughout Great Britain;
- (d) of the same monetary amount throughout Great Britain;
- (e) not expressed as a percentage; and
- (f) subject to paragraph 22B.24, only presented as a monetary amount in pounds sterling per year.

22B.6A In respect of White Label Tariffs, the licensee must ensure (or, where there are any Affiliate **[Electricity/Gas]** Licensees, the licensee and any Affiliate **[Electricity/Gas]** Licensees must collectively ensure) that any Online Account Management Discount used in respect of a White Label Tariff of the same White Label Provider is:

- (a) a Discount of a precise monetary amount that is Continuously Applied to a Domestic Customer's Tariff on a daily basis;
- (b) (if the licensee (or, where there are any Affiliate **[Electricity/Gas]** Licensees, the licensee and any Affiliate **[Electricity/Gas]** Licensees) wishes to offer an Online Account Management Discount for White Label Tariffs) offered and available with all the licensee's (or, where there are any Affiliate **[Electricity/Gas]** Licensees, by the licensee and any Affiliate **[Electricity/Gas]** Licensees') White Label Tariffs of the same White Label Provider;
- (c) subject to the same terms and conditions throughout Great Britain;
- (d) of the same monetary amount throughout Great Britain;
- (e) not expressed as a percentage; and
- (f) subject to paragraph [22B.24] only presented as a monetary amount in pounds sterling per year.

Treatment of adjustments for payment methods

31D.4 Where the licensee has White Label Tariffs, paragraph 22B.7 of standard Condition 22B is replaced with the following paragraph:

22B.7 With the exception of White Label Tariffs, the licensee must ensure (or, where there are any Affiliate **[Electricity/Gas]** Licensees, the licensee and any Affiliate **[Electricity/Gas]** Licensees must collectively ensure) that any differences in the Charges for Supply of **[Gas/Electricity]** as between payment methods:

- (a) comply with standard condition 27;
- (b) are applied in the same way to all Domestic Customers with the same payment method;
- (c) are subject to the same terms and conditions and are of the same monetary amount throughout Great Britain for the same payment method; and
- (d) are fully incorporated in:
 - (i) where the Domestic Supply Contract or Deemed Contract is for a Non-Time of Use Tariff, the Unit Rate or the Standing Charge; and
 - (ii) where the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff, any or all of the Time of Use Rates or the Standing Charge.

22B.7A In respect of White Label Tariffs, the licensee must ensure (or, where there are any Affiliate **[Electricity/Gas]** Licensees, the licensee and any Affiliate **[Electricity/Gas]** Licensees must collectively ensure) that any differences in the Charges for Supply of **[Gas/Electricity]** as between payment methods that apply in respect of a White Label Tariff of the same White Label Provider:

- (a) comply with standard condition 27;
- (b) are applied in the same way to all Domestic Customers with the same payment method;
- (c) are subject to the same terms and conditions and are of the same monetary amount throughout Great Britain for the same payment method; and
- (d) are fully incorporated in:
 - (i) where the Domestic Supply Contract or Deemed Contract is for a Non-Time of Use Tariff, the Unit Rate or the Standing Charge; and
 - (ii) where the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff, any or all of the Time of Use Rates or the Standing Charge.

Treatment of Bundled Products

31D.5 Where the licensee has White Label Tariffs, paragraph 22B.10 of standard Condition 22B is replaced with the following paragraphs:

22B.17 With the exception of White Label Tariffs, for the purposes of paragraphs 22B.12, 22B.14 and 22B.15, a Bundled Product (including a Bundled Product

which constitutes a Discount) would not be regarded as having similar features where the Bundled Product also includes distinct additional features.

22B.17A In respect of White Label Tariffs, for the purposes of paragraphs 22B.12A, 22B.14A and 22B.15A, a Bundled Product (including a Bundled Product which constitutes a Discount) would not be regarded as having similar features where the Bundled Product also includes distinct additional features.

31D.6 Where the licensee has White Label Tariffs, paragraph 22B.11 of standard Condition 22B is replaced with the following paragraphs:

22B.11 With the exception of White Label Tariffs, the licensee may (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees may collectively) use any one particular Tied Bundle (including a Bundled Product which constitutes a Discount) as a mandatory part of one Core Tariff without that Tied Bundle being treated as an additional Core Tariff for the purposes of sub-paragraph 22B.1(b).

22B.11A In respect of White Label Tariffs, the licensee may (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees may collectively) use any one particular Tied Bundle (including a Bundled Product which constitutes a Discount) as a mandatory part of one White Label Tariff of the same White Label Provider.

31D.7 Where the licensee has White Label Tariffs, paragraph 22B.12 of standard Condition 22B is replaced with the following paragraphs:

22B.12 With the exception of White Label Tariffs, where pursuant to paragraph [22B.11], a particular Tied Bundle is a mandatory part of one Core Tariff, the licensee must not (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually) use a Tied Bundle with similar features with any other Tariffs.

22B.12A In respect of White Label Tariffs, where pursuant to paragraph [22B.11], a particular Tied Bundle is a mandatory part of one White Label Tariff of the same White Label Provider, the licensee must not (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually) use a Tied Bundle with similar features with any other White Label Tariffs of the same White Label Provider.

31D.8 Where the licensee has White Label Tariffs, paragraph 22B.13 of standard Condition 22B is replaced with the following paragraphs:

22B.13 With the exception of White Label Tariffs, the licensee may (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees may collectively) apply a particular Optional Bundle (including a Bundled Product which constitutes a Discount) to all their Tariffs throughout Great Britain without that Optional Bundle being treated as an additional Core Tariff for the purposes of sub-paragraph 22B.1(b).

22B.13A In respect of White Label Tariffs, the licensee may (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees may collectively) apply a particular Optional Bundle

(including a Bundled Product which constitutes a Discount) to all their White Label Tariffs of the same White Label Provider throughout Great Britain.

31D.9 Where the licensee has White Label Tariffs, paragraph 22B.14 of standard Condition 22B is replaced with the following paragraphs:

22B.14 With the exception of White Label Tariffs, where pursuant to paragraph [22B.13], an Optional Bundle applies to all Tariffs throughout Great Britain, the licensee must not (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually) use an Optional Bundle with similar features to another Optional Bundle or a Tied Bundle.

22B.14A In respect of White Label Tariffs, where pursuant to paragraph [22B.13], an Optional Bundle applies to all White Label Tariffs of the same White Label Provider throughout Great Britain, the licensee must not (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually) use an Optional Bundle with similar features to another Optional Bundle or a Tied Bundle in respect of White Label Tariffs of the same White Label Provider.

31D.10 Where the licensee has White Label Tariffs, paragraph 22B.15 of standard Condition 22B is replaced with the following paragraphs:

22B.15 With the exception of White Label Tariffs, the licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively ensure) that, throughout Great Britain, each Bundled Product (including a Bundled Product which constitute a Discount):

- (a) contains the same terms and conditions and is of the same monetary amount (or, where paragraph 22B.[26] applies, of the same methodology) ~~for each~~;
 - (i) for every Bundled Product with similar features;
 - (ii) for each separate Bundled Product with distinct additional features; and
 - (iii) for each separate Bundled Product with unique features; and
- (b) is not:
 - (i) pounds sterling or any currency of any other country;
 - (ii) capable of being redeemed for pounds sterling or any currency of any other country;
 - (iii) in any way applied to a Unit Rate or Standing Charge; and
 - (iv) in any way capable of being applied to a Unit Rate, standing charge or a Bill;
- (c) is not expressed as a percentage; and

(d) subject to paragraph 22B.24, is only presented as a monetary amount in either: pounds sterling per year.

(i) pounds sterling per year; or

(ii) pence per kWh.

22B.15A In respect of White Label Tariffs, the licensee must ensure (or, where there are any Affiliate **[Electricity/Gas]** Licensees, the licensee and any Affiliate **[Electricity/Gas]** Licensees must collectively ensure) that, throughout Great Britain, each Bundled Product (including a Bundled Product which constitutes a Discount) used in respect of a White Label Tariff of the same White Label Provider:

(a) contains the same terms and conditions and is of the same monetary amount (or, where paragraph 22B.[26] applies, of the same methodology);

(i) for every Bundled Product with similar features;

(ii) for each separate Bundled Product with distinct additional features; and

(iii) for each separate Bundled Product with unique features; and

(b) is not:

(i) pounds sterling or any currency of any other country;

(ii) capable of being redeemed for pounds sterling or any currency of any other country;

(iii) in any way applied to a Unit Rate or Standing Charge; and

(iv) in any way capable of being applied to a Unit Rate, standing charge or a Bill;

(c) is not expressed as a percentage; and

(d) subject to paragraph 22B.24, is only presented as a monetary amount in either: pounds sterling per year.

(i) pounds sterling per year; or

(ii) pence per kWh.

Treatment of Reward Points Discounts

31D.11 Where the licensee has White Label Tariffs, paragraph 22B.18 of standard Condition 22B is replaced with the following paragraphs:

22B.18 With the exception of White Label Tariffs, for the purposes of paragraphs 22B.20, 22B.22 and 22B.23, a Reward Points Discount would not be regarded as having similar features where the Reward Points Discount also includes distinct additional features.

22B.18A In respect of White Label Tariffs, for the purposes of paragraphs 22B.20A, 22B.22A and 22B.23A, a Reward Points Discount would not be regarded as having similar features where the Reward Points Discount also includes distinct additional features.

31D.12 Where the licensee has White Label Tariffs, paragraph 22B.19 of standard Condition 22B is replaced with the following paragraphs:

22B.19 With the exception of White Label Tariffs, the licensee may (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees may collectively) use any one particular Reward Points Discount as a mandatory part of one Core Tariff without that Reward Points Discount being treated as an additional Core Tariff for the purposes of sub-paragraph 22B.1(b).

22B.19A In respect of White Label Tariffs, the licensee may (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees may collectively) use any one particular Reward Points Discount as a mandatory part of one White Label Tariff of the same White Label Provider.

31D.13 Where the licensee has White Label Tariffs, paragraph 22B.20 of standard Condition 22B is replaced with the following paragraphs:

22B.20 With the exception of White Label Tariffs, where pursuant to paragraph [22B.19], a particular Reward Points Discount is a mandatory part of one Core Tariff, the licensee must not (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually) use a Reward Points Discount with similar features to any other Tariffs.

22B.20A In respect of White Label Tariffs, where pursuant to paragraph [22B.19], a particular Reward Points Discount is a mandatory part of one White Label Tariff of the same White Label Provider, the licensee must not (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually) use a Reward Points Discount with similar features to any other White Label Tariff of the same White Label Provider.

31D.14 Where the licensee has White Label Tariffs, paragraph 22B.21 of standard Condition 22B is replaced with the following paragraphs:

22B.21 With the exception of White Label Tariffs, the licensee may (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees may collectively) apply a particular Reward Points Discount to all their Tariffs throughout Great Britain without that Reward Points Discount being treated as an additional Core Tariff for the purposes of sub-paragraph 22B.1(b).

22B.21A In respect of White Label Tariffs, the licensee may (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees may collectively) apply a particular Reward Points Discount to all their White Label Tariffs of the same White Label Provider throughout Great Britain.

31D.15 Where the licensee has White Label Tariffs, paragraph 22B.22 of standard Condition 22B is replaced with the following paragraphs:

22B.22 With the exception of White Label Tariffs, where pursuant to paragraph [22B.21], a Reward Points Discount applies to all Tariffs throughout Great Britain, the licensee must not (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually) use a Reward Points Discount with similar features to another Reward Points Discount.

22B.22A In respect of White Label Tariffs, where pursuant to paragraph [22B.21], a Reward Points Discount applies to all White Label Tariffs of the same White Label Provider throughout Great Britain, the licensee must not (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must not collectively or individually) use a Reward Points Discount with similar features to another White Label Tariff of the same White Label Provider.

31D.16 Where the licensee has White Label Tariffs, paragraph 22B.23 of standard Condition 22B is replaced with the following paragraphs:

22B.23 With the exception of White Label Tariffs, the licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively ensure) that each Reward Points Discount used:

- (a) subject to paragraph 22B.28, is Continuously Applied to a Domestic Customer's Tariff on a daily or per kWh basis;
- (b) is subject to the same terms and conditions and of the same amount of points throughout Great Britain:
 - (i) for every Discount with similar features;
 - (ii) for each separate Discount with distinct additional features; and
 - (iii) for each separate Discount with unique features; and
- (c) is not:
 - (i) pounds sterling or any currency of any other country;
 - (ii) capable of being redeemed for pounds sterling or any currency of any other country;
 - (iii) in any way applied to a Unit Rate or Standing Charge; and
 - (iv) in any way capable of being applied to a Unit Rate, standing charge or a Bill;
- (d) is not expressed as a percentage.

22B.23A In respect of White Label Tariffs, the licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively ensure) that each Reward Points

Discount used in respect of respect of a White Label Tariff of the same White Label Provider:

- (a) subject to paragraph 22B.28, is Continuously Applied to a Domestic Customer's Tariff on a daily or per kWh basis;
- (b) is subject to the same terms and conditions and of the same amount of points throughout Great Britain:
 - (i) for every Discount with similar features;
 - (ii) for each separate Discount with distinct additional features; and
 - (iii) for each separate Discount with unique features; and
- (c) is not:
 - (i) pounds sterling or any currency of any other country;
 - (ii) capable of being redeemed for pounds sterling or any currency of any other country;
 - (iii) in any way applied to a Unit Rate or Standing Charge; and
 - (iv) in any way capable of being applied to a Unit Rate, standing charge or a Bill;
- (d) is not expressed as a percentage.

Additional rules for Discounts, Bundled Products etc being of the same monetary amount throughout Great Britain

31D.17 Where the licensee has White Label Tariffs, paragraph 22B.26 of standard Condition 22B is replaced with the following paragraphs:

22B.26 With the exception of White Label Tariffs, where paragraph 22B.27 applies, the licensee must (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively) use a methodology which is clear and easy to understand.

22B.26A In respect of White Label Tariffs, where paragraph 22B.27 applies, the licensee must (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively) use a methodology for White Label Tariff of the same White Label Provider which is clear and easy to understand.

Exception for Discounts provided in advance

31D.18 Where the licensee has White Label Tariffs, paragraph 22B.28 of standard Condition 22B is replaced with the following paragraphs:

22B.28 With the exception of White Label Tariffs, the licensee may (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees may collectively) provide any Discounts (including

Bundled Products which constitute a Discount and, for these purposes, Reward Points Discounts) if all of the following requirements are satisfied:

- (a) the Discount is not of a type which is subject to paragraphs 22B.5, 22B.6, and 22B.7;
- (b) the Discount is provided on the basis that a Domestic Customer has entered into a Domestic Supply Contract;
- (c) the Domestic Customer is not required to make any form of payment;
- (d) the Domestic Customer is not required to pay back or otherwise return the Discount;
- (e) the Discount is not:
 - (i) pounds sterling or any currency of any other country;
 - (ii) capable of being redeemed for pounds sterling or any currency of any other country;
 - (iii) in any way applied to a Unit Rate or Standing Charge; and
 - (iv) in any way capable of being applied to a Unit Rate, standing charge or a Bill;
- (f) is not expressed as a percentage.
- (g) the Discount is fully received by the Domestic Customer before the licensee begins to supply the Domestic Customer's premises under the Domestic Supply Contract;
- (h) the Discount is subject to the same terms and conditions and of the same monetary amount (or where paragraph 22B.26 applies, of the same methodology) throughout Great Britain:
 - (i) for every Discount with similar features (and for these purposes a Discount would not be regarded as having similar features where the Discount also includes distinct additional features);
 - (ii) for each separate Discount with distinct additional features; and
 - (iii) for each Discount with unique features;
- (i) the Discount is not expressed as a percentage; and
- (j) subject to paragraph 22B.24, the Discount (excluding a Reward Points Discount) is only expressed as a monetary amount in either:
 - (i) pounds sterling per year; or
 - (ii) pence per kWh.

22B.28A In respect of White Label Tariffs, the licensee may (or, where there are any Affiliate [**Electricity/Gas**] Licensees, the licensee and any Affiliate [**Electricity/Gas**])

Licensees may collectively) provide any Discounts in respect of White Label Tariffs of the same White Label Provider (including Bundled Products which constitute a Discount and, for these purposes, Reward Points Discounts) if all of the following requirements are satisfied:

- (a) the Discount is not of a type which is subject to paragraphs 22B.15, 22B.6, and 22B.7;
- (b) the Discount is provided on the basis that a Domestic Customer has entered into a Domestic Supply Contract;
- (c) the Domestic Customer is not required to make any form of payment;
- (d) the Domestic Customer is not required to pay back or otherwise return the Discount;
- (e) the Discount is not:
 - (i) pounds sterling or any currency of any other country;
 - (ii) capable of being redeemed for pounds sterling or any currency of any other country;
 - (iii) in any way applied to a Unit Rate or Standing Charge; and
 - (iv) in any way capable of being applied to a Unit Rate, standing charge or a Bill;
- (f) is not expressed as a percentage;
- (g) the Discount is fully received by the Domestic Customer before the licensee begins to supply the Domestic Customer's premises under the Domestic Supply Contract;
- (h) in respect of White Label Tariffs of the same White Label Provider, the Discount is subject to the same terms and conditions and of the same monetary amount (or where paragraph 22B.26 applies, of the same methodology) throughout Great Britain:
 - (i) for every Discount with similar features (and for these purposes a Discount would not be regarded as having similar features where the Discount also includes distinct additional features);
 - (ii) for each separate Discount with distinct additional features; and
 - (iii) for each Discount with unique features;
- (i) the Discount is not expressed as a percentage; and
- (j) subject to paragraph 22B.24, the Discount (excluding a Reward Points Discount) is only expressed as a monetary amount in either:
 - (i) pounds sterling per year; or

- (ii) pence per kWh.

Schedule to standard condition 22B

31D.19 Where the licensee has White Label Tariffs, paragraph S22B.2 of standard Condition 22B is replaced with the following paragraphs:

S22B.2 With the exception of White Label Tariffs, the licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively ensure) that all charges and fees (including a Termination Fee) referred to in paragraph S22B.1 are:

- (a) subject to the same terms and conditions throughout Great Britain for each charge or fee (including a Termination Fee) of the same type;
- (b) subject to paragraph 22B.26, of the same monetary amount throughout Great Britain for each charge or fee (including a Termination Fee) of the same type;
- (c) not expressed as a percentage; and
- (d) [subject to paragraph [22B.24]] expressed as a monetary amount in either:
 - (i) pounds sterling per year; or
 - (ii) pence per kWh.

S22B.2A In respect of White Label Tariffs, the licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively ensure) that all charges and fees (including a Termination Fee) referred to in paragraph S22B.1 in respect of White Label Tariffs of the same White Label Provider are:

- (a) subject to the same terms and conditions throughout Great Britain for each charge or fee (including a Termination Fee) of the same type;
- (b) subject to paragraph 22B.26, of the same monetary amount throughout Great Britain for each charge or fee (including a Termination Fee) of the same type;
- (c) not expressed as a percentage; and
- (d) [subject to paragraph 22B.24 expressed as a monetary amount in either:
 - (i) pounds sterling per year; or
 - (ii) pence per kWh.

Relevant Cheapest Tariff definition

31D.20 Where the licensee has White Label Tariffs, the definition of "Relevant Cheapest Tariff" in standard condition 1 is replaced with the following definition:

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

- (a) their Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff the Domestic Customer is currently subject to;
- (b) their current Relevant Meter Type;
- (c) their Account Management Arrangement;
- (d) where the Domestic Customer is subject to an Evergreen Supply Contract, an Evergreen Supply Contract;
- (e) where the Domestic Customer is subject to a Fixed Term Supply Contract, a Fixed Term Supply Contract;
- (f) where the Domestic Customer is subject to a White Label Tariff, a White Label Tariff of the same White Label Provider; and
- (g) where the Domestic Customer is not subject to a White Label Tariff, a Tariff which is not a White Label Tariff.

Relevant Cheapest Evergreen Tariff definition

31D.21 In respect of White Label Tariffs, the definition of "Relevant Cheapest Evergreen Tariff" in standard condition 22C is replaced with the following definition:

"Relevant Cheapest Evergreen Tariff" means, in comparison with each specific Domestic Customer's White Label Tariff, the cheapest White Label Tariff for an Evergreen Supply Contract (which has the same White Label Provider) for that Domestic Customer based on their:

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

31D.22 In respect of White Label Tariffs, the definition of "SLC 22D Relevant Cheapest Evergreen Tariff" in standard condition 22D is replaced with the following definition:

"SLC 22D Relevant Cheapest Evergreen Tariff" means, in comparison with each specific Domestic Customer's White Label Tariff, the cheapest White Label Tariff for an Evergreen Supply Contract (which has the same White Label Provider) for that Domestic Customer based on their:

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

Replacement of White Label Tariffs

31D.23 Whilst the licensee may (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees may) replace a White Label Tariff, the licensee must ensure (or, where there are any Affiliate [Electricity/Gas] Licensees, the licensee and any Affiliate [Electricity/Gas] Licensees must collectively ensure) that the total number of White Label Tariffs which are in use does not exceed the total number of White Label Tariffs which were in use on 1 March 2013.

Commencement of condition

31D.24 Each separate paragraph in this condition which relates to standard condition 22B will come into effect on the date the corresponding paragraph in standard condition 22B comes into effect.

31D.25 Paragraph 31D.20 will come into effect on the date the definition of "Relevant Cheapest Tariff" in standard condition 1 comes into effect.

31D.26 Paragraph 31D.21 will come into effect on the date the definition of "Relevant Cheapest Evergreen Tariff" in standard condition 22C comes into effect.

31D.27 Paragraph 31D.21 will come into effect on the date the definition of "SLC 22D Relevant Cheapest Evergreen Tariff" in standard condition 22D comes into effect.

Termination of condition

31D.28 Subject to paragraph 31D.29, standard condition 31D will stop having effect on and from 1 August 2014.

31D.29 The Authority may on more than one occasion issue directions providing that paragraph 31D.28 will continue to have effect for a further period of time.

Definitions for condition

31D.30 In this condition:

White Label Tariff means a Tariff in existence as at 1 March 2013 which is:

- (a) offered by virtue of a [Gas Supply Licence/Electricity Supply Licence] of the licensee or an Affiliate Licensee; and
- (b) uses the brand name of a person that does not hold a [Gas Supply Licence/Electricity Supply Licence] (excluding any Subsidiary, Holding Company, or Subsidiary of a Holding Company of the licensee which does not hold a [Gas Supply Licence/Electricity Supply Licence]);

White Label Tariff Provider means the person that owns the brand name used for a White Label Tariff.

10. Amendments and additions to definitions in SLC 1

A. Amendments to existing definitions

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

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

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

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

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

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

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

(c) any requirement for a Security Deposit;

(d) the duration of the Contract or Deemed Contract (including, but not limited to, the duration of any fixed term periods and any arrangements for renewing or extending the duration of the Contract or any fixed term periods);

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

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

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

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

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

Termination Fee means any sum of money or other compensation (whether financial or not) which might be demanded of a Customer solely because his ~~Domestic Supply~~ Contract or Deemed Contract has ended and/or any sum of money or other reward

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

B. New SLC 1 definitions:

Account Management Arrangement means:

- (a) where the Domestic Customer is subject to Offline Account Management, Offline Account Management;
- (b) where the Domestic Customer is subject to Online Account Management, Online Account Management;

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

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

Comment [o24]: This appears to be a repeat of the definition above.

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

- (a) their Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff the Domestic Customer is currently subject to;
- (b) where the Domestic Customer is not subject to a Prepayment Meter, the cheapest Tariff compatible with the [Electricity/Gas] Meter installed at the Domestic Customer's premises;
- (c) where the Domestic Customer is subject to a Time of Use Tariff, either a Time of Use Tariff or a Non-Time of Use Tariff; and
- (d) where the Domestic Customer is subject to a Non-Time of Use Tariff, only a Non-Time of Use Tariff.

Annual Consumption Details means:

- (a) where the Domestic Customer has held their Domestic Supply Contract for at least 12 months and the licensee has obtained actual meter readings (including meter readings provided by the Domestic Customer and accepted by the licensee in accordance with standard condition 21B) which can reasonably be considered to cover the whole of that 12 month period, the quantity of [Gas/Electricity] which was treated as consumed at the Domestic Customer's Domestic Premises during the previous 12 months on the basis of those meter readings and reflecting Time of Use Periods and/or Seasonal Periods (where applicable);
- (b) where the Domestic Customer has held their Domestic Supply Contract for:
 - (i) less than 12 months; or
 - (ii) at least 12 months and the licensee has not obtained actual meter readings (including meter readings provided by the customer and accepted

by the licensee in accordance with standard condition 21B) which can reasonably be considered to cover the whole of that 12 month period,

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

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

Average Standing Charge means the combined total of each Standing Charge that applies over the duration of a Fixed Term Supply Contract multiplied by the duration in days for which it applies, divided by the total duration of that Fixed Term Supply Contract in days.

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

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

Compensation Payment means any payment made by the licensee (including any voluntary payment) to a specific Domestic Customer in accordance with any customer service, complaint handling or redress arrangements which:

- (a) in the case of a payment which is required by the Authority, any legislation, licence conditions, formal redress arrangement, or by the courts, is the payment which the licensee is required to provide; and
- (b) in all other cases, is a payment which is made solely on the basis of a specific issue which:
 - (i) relates to customer service, complaint handling or redress; and
 - (ii) specifically affects the Domestic Customer to whom the payment is made.

Core Tariff means, subject to the matters which may be excluded by virtue of Schedule 1 to standard condition 22B, the Charges for the Supply of [Electricity/Gas] combined with all other terms and conditions that apply, or are in any way linked, to a particular type of Domestic Supply Contract or particular type of Deemed Contract;

Dead Tariff means a Tariff in respect of an Evergreen Supply Contract which is not a Live Evergreen Tariff;

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

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

- (a) (where applicable) an Assumed Dual Fuel Discount;

Comment [o25]: Can Ofgem give an example of something it considers to be a Contingent Discount.

Comment [o26]: There is a danger that, as drafted, this definition precludes licensees from being able to give a discretionary discount on a bill to a customer who is in payment difficulties, or write off unpaid amounts.

(b) (where applicable) an Online Account Management Discount; and

(c) (where permitted my standard condition 22B) each applicable Non-Contingent Discount;

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

Dual Fuel Discount means a Discount which complies with Paragraph 22B.5 of Standard Licence Condition 22B and which the licensee may apply to a Tariff on the basis that the Domestic Customer is supplied with both electricity and gas from the licensee or the licensee and an Affiliate Licensee;

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

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

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

Energy Discount means a Discount which is a monetary amount of a precise financial value and which is applied directly to a Unit Rate or a Standing Charge;

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

(a) for a Tariff in respect of a Fixed Term Supply Contract with a duration which is more or less than 12 months the combined total of (i), (ii), and (iii), less (iv):

(i) all Relevant Unit Rates multiplied by the applicable and most up to date Annual Consumption Details and/or the applicable Sub-Annual Consumption Details, multiplied by 365, divided by the duration of Fixed-term Tariff;

(ii) the Relevant Standing Charge multiplied by 365 days;

(iii) the total annual costs of any Relevant Bundles;

(iv) the combined total of any Discount Amounts; or

(b) for any other Tariff, the combined total of (i), (ii), and (iii), less (iv) :

Comment [o27]: Is the intention therefore that a customer who has one fuel with a licensee own label and one fuel with a white label provided by the licensee would still be able to benefit from a Dual Fuel Discount?

(i) all Relevant Unit Rates multiplied by the applicable and most up to date Annual Consumption Details;

(ii) the Relevant Standing Charge multiplied by 365 days;

(iii) the total annual costs of any Relevant Bundles;

(iv) the combined total of any Discount Amounts;

Estimated Annual Savings means:

(a) in the case of a Relevant Cheapest Tariff, the difference between the Estimated Annual Costs which apply to the Relevant Cheapest Tariff and the Domestic Customer's Estimated Annual Costs; and

(b) in the case of an Alternative Cheapest Tariff, the difference between the Estimated Annual Costs which apply to the Relevant Alternative Cheapest Tariff and the Domestic Customer's Estimated Annual Costs;

Evergreen Supply Contract means a Domestic Supply Contract which is for a period of an indefinite length and which does not contain a fixed term period;

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

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

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

Fixed Term Supply Contract means a Domestic Supply Contract with a fixed term period that applies to any of the terms and conditions of that Domestic Supply Contract;

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

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

Live Evergreen Tariff means one Tariff in respect of an Evergreen Supply Contract which continues to be capable of being entered into by all Domestic Customers in the Region in which the Tariff is available;

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

[Non-Contingent?] Discount means, excluding a Dual Fuel Discount and an Online Account Management Discount, an Energy Discount that applies to a Core Tariff and which is not dependant on any of the following:

(a) the occurrence of an event or period of time;

Comment [o28]:

The definition used here is unclear and the calculations are confusing. Specifically, we are uncertain whether:

- If a tariff is longer than 12 months: definition (b) should be used. Given the current calculations suppliers provide is under (a), we would appreciate confirmation this change is intentional.
- If a tariff has less than 12 months to run definition (a) applies, but the equation provided in (i) is confusing. We would appreciate it if Ofgem could either simplify the drafting here, or use their decision document to set out some worked examples of the calculation suppliers should use. If the intention is to provide an indication of annual costs, we recommend amending the drafting to allow the calculation to be pro-rated, as follows:
 1. Fixed term contract length remaining (e.g. 10 months or 304 days): $((\text{annual consumption}/365) \times \text{unit rate}) \times 304$
 2. Cheapest evergreen tariff length in remainder of the year (e.g. 2 months or 61 days): $((\text{annual consumption}/365) \times \text{unit rate}) \times 61$
 3. Estimated Annual Costs = 1 + 2

Comment [o29]: We query whether there is really a need to have a separate definition for the singular and plural of Live Evergreen Tariff.

Comment [o30]: See previous comment [o24] and [o25]. We believe this definition should refer to Non-Contingent Discount. We would welcome clarity from Ofgem on this and on the definition itself.

(b) the actions or omissions of a Domestic Customer after they have entered into a Domestic Supply Contract;

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

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

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

Ofgem Consumption Details means the medium consumption value contained in directions which the Authority may issue and may from time to time revise;

Online Account Management means any arrangement whereby a Domestic Customer does not receive a paper version of a Bill or statement of account and would need to access the internet and use a computer or communication device;

Online Account Management Discount means a Discount which complies with Paragraph 22B.6 of Standard Licence Condition 22B and which the licensee may apply to a Tariff on the basis that the Domestic Customer is subject to Online Account Management;

Optional Bundle means an Opt-in Bundle or an Opt-out Bundle;

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

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

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

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

Region means any location within Great Britain;

Relevant Bundles means the the total annual charges for the applicable Tied Bundle (including a Tied Bundle which constitutes a Discount).

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

(a) their Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff the Domestic Customer is currently subject to;

(b) their current Relevant Meter Type; ~~and~~

(c) their Account Management Arrangement;

(d) where the Domestic Customer is subject to an Evergreen Supply Contract, an Evergreen Supply Contract; and

(e) where the Domestic Customer is subject to a Fixed Term Supply Contract, a Fixed Term Supply Contract;

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

(a) Standard Credit;

(b) Prepayment;

(c) Economy 7;

(d) Economy 10 and Variants;

(e) Dynamic Teleswitching; or

(f) Other Time of Use;

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

Relevant Standing Charge means:

(a) In the case of an Evergreen Supply Contract:

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

(ii) in any other case, the Standing Charge that currently applies to the specific Domestic Customer;

(a) In the case of a Fixed Term Supply Contract:

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

(ii) in any other case, the Average Standing Charge that currently applies to the specific Domestic Customer;

Relevant Unit Rates means:

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

(b) in any other case, the Unit Rate or (where applicable) Unit Rates that currently apply to the specific Domestic Customer;

Reward Points Discount means a Discount which:

- (a) is not pounds sterling or a currency of any other country; and
- (b) only provides for a points system whereby points are awarded to Domestic Customers which can ultimately be redeemed in exchange for a range of goods or services (or as part payment towards goods or services).

Seasonal Periods means the different consumption levels for different periods of a period of 12 months that relate to a Staggered Charging Tariff.

Staggered Charging Tariff means a Tariff for a Fixed Term Supply Contract which, in accordance with sub-paragraph 22C.11(b) of standard condition 22C or sub-paragraph 23.8(b) of standard condition 23, has precise variation or variations to the Charges for the Supply of [Electricity/Gas] which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to the licensee's discretion.

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

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

Sub-Annual Consumption Details means the proportion of Annual Consumption Details that are applicable to a given period of 12 months.

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

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

Tariff Comparison Rate means the total amount in pence per kWh (expressed to two decimal places) based on the following calculation:

- (a) the combined total of (i), (ii) and (iii) (inclusive of value added tax):
 - (i) the Relevant Unit Rates for the Relevant Tariff multiplied by the Ofgem Consumption Details;
 - (ii) the Relevant Standing Charge for the Relevant Tariff multiplied by 365 days;
 - (iii) the total annual costs of Relevant Bundles;
- (b) less the combined total of the Discount Amounts subtracted from (a); and

(c) the amount derived in (b) divided by the Ofgem Consumption Details;

Tariff Information Label has the meaning given in standard condition 31B;

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

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

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

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

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

Time of Use Rates means any contractual arrangement whereby:

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

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

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

11. Amendments to SLC 2

2.5A Unless the context or a standard condition otherwise requires,

(a) words and expressions referencing the masculine gender include the feminine;

(b) words and expressions referencing the feminine gender include the masculine;

(c) words and expressions in the singular include the plural and words and expressions in the plural include the singular.

12. Amendments to SLC 7

7.6A A Deemed Contract must not:

(a) provide for any fixed term period;

(b) provide for any Termination Fee; or

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

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

(a) required to pay a Termination Fee;

(b) subject to a fixed term period; or

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

Terms of Deemed Contracts

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

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

(a) the inclusion of that term is incompatible with standard condition 7; or

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

Guidance

7.13 The licensee must have regard to any guidance on standard condition 7 (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

Comment [o31]: This SLC feels unnecessary given the drafting of SLC 7.6A which already bans a deemed contract having a fixed term period; termination fee or notice requirement and when taken with existing Objective within SLC 25 and the new standards of conduct.

13. Amendments to SLC 23

Notification of Principal Terms

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

23.1A At the same time as communicating Principal Terms in accordance with paragraph 23.1 or 23.2, the licensee must take (and ensure that any Representative takes) all reasonable steps to communicate the following information to the Domestic Customer and ensure that the information is communicated (or, where the information is provided in Writing, drafted) in plain and intelligible language:

- (b) the Tariff Information Label or, in the case of oral communications, the information contained in the Tariff Information Label (in respect of any Domestic Supply Contract offered to the Domestic Customer); and
- (c) the Domestic Customer's Estimated Annual Costs (in respect of any Domestic Supply Contract offered to the Domestic Customer).

23.1B Where the licensee or any Representative is required by any standard condition to provide a Domestic Customer's Estimated Annual Costs, the licensee must ensure that the Estimated Annual Costs are communicated to the Domestic Customer using the name "Personal Projection".

Notification before Domestic Supply Contract ends

23.2 ~~On or about 30 Working Days~~ No earlier than 49 days and no later than 42 days before a Domestic Supply Contract is due to end (including in circumstances where the Domestic Supply Contract is being terminated by the licensee), the licensee must inform the Domestic Customer (who is party to that contract) in Writing of the Principal Terms of the Deemed Contract that will apply after the Domestic Supply Contract ends if he does not enter into a new Domestic Supply Contract.

23.2A Paragraph 23.2 does not apply in any circumstances where standard condition 22C or standard condition 22D applies.

Notification of **increase in Charges for the Supply of [Electricity/Gas] and other unilateral variations**

23.3 If, in accordance with the terms of a Domestic Supply Contract with a Domestic Customer, the licensee ~~unilaterally varies a term of the contract~~:

- (a) ~~to increase~~ the Charges for the Supply of **[Electricity/Gas]** to a Domestic Premises (including by making any reduction in the amount of a Discount that is applied to a Unit Rate or Standing Charge); or
- (b) unilaterally varies any other term of the contract in any other way that is to the ~~significant~~ disadvantage of the Domestic Customer,

Comment [o32]: We concerned that the removal of the word 'significant' from this SLC is likely to have the inadvertent effect that a relatively small change to standard terms and conditions, which could be interpreted to be to the 'disadvantage' of a Domestic Customer will mean we have to notify our customers in advance via a unilateral variation notice and give them a right to terminate. This doesn't feel the right solution for non-significant changes to T&C's and could lead to customer confusion – see our main response for further comments on this.

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

23.3A Paragraph 23.3(a) does not apply where the licensee increases the Charges for the Supply of Electricity/Gas to a Domestic Premises (including by making any reduction in the amount of a Discount that is applied to a Unit Rate or Standing Charge) by:

- (a) a mutual variation made pursuant to standard condition 23A;
- (b) a unilateral variation made pursuant to standard condition 22D; or
- (c) an extension to the duration of a Fixed Term Supply Contract made pursuant to standard condition 22C.

23.3B Paragraph 23.3(b) does not apply where the licensee unilaterally varies any other term of the contract in any other way that is to the disadvantage of the Domestic Customer by a unilateral variation made pursuant to standard condition 22D.

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

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

(b) with the exception of a [Gas/Electricity] SLC 23 Notice and without prejudice to the information required by sub-paragraph 31C.5(e) of standard condition 31C and the requirements of paragraph 23.1A of standard condition 23, must not be provided in conjunction with any other information, including (but not limited to) a Bill, statement of account or marketing material;

(c) without prejudice to SLC 23 Supplier and Customer Information, the information required by sub-paragraph 31C.5(e) of standard condition 31C, the requirements of paragraph 23.1A of standard condition 23, and subject to paragraph 23.4A, must only include the information mentioned in sub-paragraphs 23.4(d) to 23.4(y);

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

(e) must inform the Domestic Customer of each specific:

(i) increase in the Charges for the Supply of Electricity/Gas (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge) which applies to each particular Domestic Customer; and/or

(ii) other unilateral variation which applies to each particular Domestic Customer;

(f) where the licensee is increasing the Charges for the Supply of Gas/Electricity (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), must

Comment [o33]: Please see paragraph 3 of the summary section of our consultation response for commentary on this SLC

Comment [o34]: Does Ofgem intend that the licensee details every unilateral variation or only those that are to the disadvantage of the customer?

provide the Domestic Customer with a comparison of their current Charges for the Supply of [Gas/Electricity] and the new Charges for the Supply of [Gas/Electricity];

(g) where the licensee is increasing the Charges for the Supply of [Gas/Electricity] by increasing any Unit Rate or Standing Charge (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), must provide the Domestic Customer with:

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

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

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

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

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

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

(k) must include the following statement, presented in a manner which is readily distinguishable from the other text presented in the SLC 23 Notice: "Remember – it might be worth thinking about switching your tariff or supplier";

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

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

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

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

(p) where the Domestic Supply Contract provides for a Termination Fee, must explain the effect of sub-paragraph 24.3(c) of standard condition 24;

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

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

(i) the Exact Tariff Name; and

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

(s) in close proximity to the information required by sub-paragraph 23.4(f), must include a statement to the effect that value added tax (at the applicable rate) is excluded, but will be included in the total amount payable by the Domestic Customer;

(t) in close proximity to the information required by sub-paragraph 23.4(g), must include a brief statement explaining what is included and excluded from the Estimated Annual Costs;

(u) subject to paragraphs 23.4C to 23.5G, must inform the Domestic Customer of:

(i) the Exact Tariff Name of their Relevant Cheapest Tariff and their Estimated Annual Savings; and

(ii) the Exact Tariff Name of their Alternative Cheapest Tariff and their Estimated Annual Savings; and

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

(w) may inform the Domestic Customer where he may obtain impartial advice and information on energy efficiency;

(x) may include a website URL for the Concise Guidance and Energy Consumer Guidance, and, if they do so, must also include a statement to the effect that a hard copy of each can be provided to the Domestic Customer on request; and

(y) must include (as part of the SLC 23 Notice or as separate document) any Energy Literacy Information specified in directions which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

Dual fuel customers

23.4A This paragraph applies where:

(a) the licensee supplies a Domestic Customer with [Gas/Electricity]; and

(b) the licensee or an Affiliate Licensee ("the Relevant Affiliate") also supplies that Domestic Customer with [gas under a Gas Supply Licence / electricity under an Electricity Supply Licence]; and

(c) that Domestic Customer is treated by the licensee, and where applicable, the Relevant Affiliate, as being supplied under a single account for both the supply of electricity and gas.

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

Additional rules for Relevant Cheapest Tariff and Alternative Cheapest Tariff information

23.4C Where pursuant to paragraph 23.4 the licensee provides a Domestic Customer with information about their Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff, the licensee must provide, in close proximity on the same page:

(a) a statement (in plain and intelligible language) to the effect that changing to a Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff may involve changing to materially different terms and conditions; and

(b) where applicable, a statement (in plain and intelligible language) to the effect that the Relevant Cheapest Tariff and/or Relevant Cheapest Tariff is subject to limited availability and/or will only be available for a limited period of time.

(c) where the Domestic Customer has a Prepayment Meter and changing to the Alternative Cheapest Tariff would require the [Electricity/Gas] Meter to be changed:

- (i) a statement (in plain and intelligible language) to the effect that changing to the Alternative Cheapest Tariff would require the [Electricity/Gas] Meter to be changed; and
- (ii) an estimate of the costs (in pounds sterling), if any, of changing the [Electricity/Gas] Meter; and
- (iii) a statement (in plain and intelligible language) to the effect that there may be restrictions on changing the [Electricity/Gas] Meter if the Domestic Customer has Outstanding Charges or if the licensee has reasonable grounds to believe the Domestic Customer is likely to incur Outstanding Charges once the meter is changed from a Prepayment Meter.

Comment [o35]: See comment [o12]

23.4D This paragraph applies where:

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

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

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

23.4F Where the Domestic Customer is using a Prepayment Meter, in addition to providing that Domestic Customer with information about their Alternative Cheapest

Tariff, the licensee must provide a statement to the effect that a Domestic Customer with Outstanding Charges may be able to change their supplier by agreeing with a new

[Electricity Supplier/Gas Supplier] that the Outstanding Charges may be assigned by the licensee in accordance with the Protocol.

23.4G Where the licensee is required to provide a Domestic Customer with information about their Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff, it must take all reasonable steps to ensure that:

(a) the calculation of Annual Consumption Details and all other relevant calculations and assessments are made at a point in time which is of a close proximity to the point in time in which the information is to be provided to the Domestic Customer; and

(b) the assessment of the Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff is based on the most up to date Tariff information available.

23.5 The licensee must:

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

(i) is clear and easy to understand;

(ii) contains text of a colour which is readily distinguishable from the background medium;

(iii) subject to sub-paragraph 23.5(b), has text of equal size and prominence except that headings may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise; and

(b) must place display the information required in sub-paragraphs 23.4 (b) and (c), (d), (f), (g), (h), (i), (k), (q) and (r) in a prominent position manner on the SLC 23 Notice.

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

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

(a) is a Time of Use Tariff; and

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

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

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

(b) no later than 20 ±5 Working Days after (but not including) the date on which the increase in the Charges for the Supply of [Electricity/Gas] or other unilateral

variation has effect Domestic Customer has notified the licensee in accordance with sub-paragraph 23.6(a), the licensee [receives Notice under the Master Registration Agreement that another Electricity Supplier / received Notice under the Network Code by way of the Relevant Gas Shipper that another Gas Supplier] will begin to supply the Domestic Customer's Domestic Premises within a reasonable period of time after the date on which that Notice has been given; or

(c) where:

- (i) the conditions in sub-paragraphs 23.6(a) and (b) are met; and
- (ii) the Domestic Customer has paid any Outstanding Charges within 30 Working Days after the Domestic Customer receives Notice that the licensee intends to prevent the Domestic Customer's Proposed Supplier Transfer; or

(c) where the Domestic Customer enters into a new Domestic Supply Contract with the licensee which comes into effect no later than 20 Working Days after (but not including) the date on which the increase in the Charges for the Supply of [Electricity/Gas] or other unilateral variation has effect.

Exceptions to compliance with condition

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

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

(a) all of the following requirements are satisfied:

- (i) the Domestic Supply Contract is a Fixed Term Supply Contract; and
- (ii) the Domestic Supply Contract provides that variations to the Charges for the Supply of [Electricity/Gas] will occur automatically only in a manner which is fully linked to fluctuations in a published and transparent stock exchange quotation or index or a financial market rate that the licensee does not control; and
- (iii) the licensee has complied with paragraph 23.1; and
- (iv) the method by which the Charges for the Supply of [Electricity/Gas] fluctuate automatically is set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language; or

(b) all of the following requirements are satisfied:

- (i) the Domestic Supply Contract is a Fixed Term Supply Contract; and
- (ii) the Domestic Supply Contract expressly sets out in advance the precise variation or variations to the Charges for the Supply of [Electricity/Gas] which are scheduled to occur automatically by a

precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to the licensee's discretion; and

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

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

Terms of Domestic Supply Contracts

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

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

(a) the inclusion of that term is incompatible with standard condition 23; or

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

Prescriptive format requirements

23.11 The licensee must comply with sub-paragraphs 23.4(f) and 23.4(g) in accordance with the requirements of Schedules 1 to 6 to standard condition 23.

Guidance

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

Definitions for condition

23.13 In this condition:

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

(i) paragraphs 23.3, 4, 5 and 5A of this condition; and

(ii) paragraphs 23.3, 4, 5 and 5A of [standard condition 23 of the Gas Supply Licence / standard condition 23 of the Electricity Supply Licence].

"**Concise Guidance**" is to be interpreted in accordance with standard condition 31.

"**Dual Fuel Account**" is to be interpreted in accordance with paragraph 23.4A.

"**Energy Consumer Guidance**" is to be interpreted in accordance with standard condition 31.

"**Energy Literacy Information**" means any information designed to assist Domestic Customers with their understanding of the gas and electricity sectors, displayed in a format and manner as may be specified by the Authority.

"**Relevant Matters for SLC 23**" means:

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Comment [o36]: Move definitions to SLC 1 as they are used in more than one SLC.

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

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

(c) the interpretation of standard condition 23 (including in respect of definitions which appear in standard condition 1).

[Gas only] "Electricity SLC 23 Notice" means a Notice referred to in paragraphs 23.3 and 23.4 of standard condition 23 of the Electricity Supply Licence.

[Electricity only] "Gas SLC 23 Notice" means a Notice referred to in paragraphs 23.3 and 23.4 of standard condition 23 of the Gas Supply Licence.

"**SLC 23 Notice**" means a Notice referred to in paragraphs 23.3 and 23.4 of this condition.

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"**SLC 23 Supplier and Customer Information**" means:

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

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

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

(d) the date of the SLC 23 Notice.

Schedule 1 to standard condition 23

Part 1

S1.1 This paragraph applies to any Tariff that has a single Unit Rate and single Standing Charge and which is a Non-Time of Use Tariff, except where S3.1 of Schedule 3 applies.

S1.2. Where paragraph S1.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 23.4(f) of standard condition 23 is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 1, contains all of the information that appears in that template picture:

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

Part 2

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

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

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

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

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

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

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

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

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

Comment [o37]: We question whether it is strictly necessary to have 6 schedules detailing how to complete the template for the unilateral variation notice.

Comment [o38]: Should these figures not be shown inclusive of VAT?

Schedule 2 to standard condition 23 [electricity only]

Part 1

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

S2.2. Where paragraph S2.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 23.4(f) of standard condition 23 is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 2, contains all of the information that appears in that template picture:

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

Part 2

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

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

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

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

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

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

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

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

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

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

Comment [o39]: Different times of use will not necessarily only be at night.

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

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

S2.12, the amount for each Unit Rate for each time period must correspond to the relevant row for each time period.

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

Schedule 3 to standard condition 23

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

S3.2. Where paragraph S3.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 23.4(f) of standard condition 23 of the relevant [Gas/Electricity] licence and sub-paragraph 23.4(f) of standard condition 23 of the relevant [Gas/Electricity] is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 3 to standard condition 23 of both the [Gas/Electricity] licence and the [Gas/Electricity] licence, contains all of the information that appears in that template picture:

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

[Entry 11]

Part 2

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

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

S3.5 The licensee must replace "[Entry 2]" with text setting out the date (in the

format of day, month, year) on which its new Standing Charge and Unit Rate has effect.

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

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

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

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

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

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

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

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

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

Schedule 4 to standard condition 23

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

S4.2. Where paragraph S4.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 23.4(f) of standard condition 23 is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 4 to standard condition 23 of both the Gas Supply Licence and the Electricity Supply Licence, contains all of the information that appears in that template picture:

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

[Entry 15]

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

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

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

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

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

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

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

S4.10 The licensee must replace “[Entry 7]” with text setting out the amount of the Unit Rate (in pence) which applies to the electricity Tariff in respect of each day period on the date its new Standing Charge and/or Unit Rate has effect. Where the licensee has added

additional rows in accordance with paragraph S4.8, the amount for each Unit Rate for each time period must correspond to the relevant row for each time period.

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

Comment [o40]: See comment [o38]

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

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

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

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

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

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

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

Schedule 5 to standard condition 23

Part 1

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

S5.2 Where paragraph S5.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 23.4(g) of standard condition 23 is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 5, contains all of the information that appears in that template picture:

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

Part 2

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

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

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

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

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

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

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

Schedule 6 to standard condition 23

Part 1

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

S6.2 Where paragraph S6.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 23.4(g) of standard condition 23 is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 6 to standard condition 23 of both the Gas Supply Licence and the Electricity Supply Licence, contains all of the information that appears in that template picture:

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

Part 2

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

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

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

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

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

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

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

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

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

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

14. Amendments to SLC 24

Termination Fees

[...]

24.3 Subject to standard condition 22B (which takes precedence), the licensee may include a term in a Domestic Supply Contract requiring a Domestic Customer to pay a Termination Fee to end that contract except in any of the following circumstances:

(a) the contract is of an indefinite length;

(b) without prejudice to sub-paragraph (a), the contract allows for both a fixed term period and a period of indefinite length and it is brought to an end during the period of indefinite length; or

(c) the licensee is required to gives Notice of an increase in the Charges for the Supply of [Electricity/Gas] or any other unilateral variation ~~of a term of the contract~~ in accordance with paragraph 23.3 of standard condition 23 (Notification of Domestic Supply Contract terms) ~~and sub-paragraph 6(a) of that condition binds the licensee.~~

Length of notice period for termination

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

Termination of Evergreen Supply Contracts

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

Termination of Fixed Term Supply Contracts

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

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

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

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

Continuation of Fixed Term Supply Contract terms for interim period

24.9 In relation to each Fixed Term Supply Contract, unless the Domestic Customer has entered into a new Fixed Term Supply Contract with the licensee or paragraph 22C.5 of standard condition 22C applies, the licensee must ensure that where paragraph 24.10 applies a Domestic Customer will continue to be subject to the same Charges for the Supply of [Gas/Electricity] and the same terms and conditions (but not any Termination

Fee) that applied to that Fixed Term Supply Contract until they have changed their supplier.

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

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

(b) where:

- (i) the condition in sub-paragraph 24.10(a) is met; and
- (ii) the Domestic Customer has paid any Outstanding Charges within 30 Working Days after the Domestic Customer receives Notice that the licensee intends to prevent the Domestic Customer's Proposed Supplier Transfer.

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

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

Treatment of Fixed Term Supply Contracts with changes to terms precisely set out in advance

24.13 Without prejudice to paragraphs 22C.2 and 22C.5 of standard condition 22C, where, in accordance with paragraph 22C.11 of standard condition 22C, a Fixed Term Supply Contract expressly sets out in advance the precise variation or variations to the Charges for the Supply of [Electricity/Gas] which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to the licensee's discretion, the references to "fixed term period" in paragraphs 24.10 and 24.12 are to be read as a reference to the last fixed term period that applies to the Fixed Term Supply Contract.

Terms of Domestic Supply Contracts

24.14 The licensee must ensure that each Domestic Supply Contract contains terms and conditions which reflect the provisions of standard condition 24.

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

- (a) the inclusion of that term is incompatible with standard condition 24; or
- (b) the enforcement or the taking advantage of that term would be so incompatible.

Comment [o41]: This requirement to keep customers on the Fixed Term contract terms and conditions conflicts with the corresponding obligation to move customers to the cheapest evergreen tariff at the end of the fixed term contract.

Comment [o42]: The effect of this drafting appears to be to maintain a customer's fixed term contract terms and conditions for up to 3 months after the end of the term. This is not a stated policy in the final proposals and we would appreciate clarification that this is the intention.

Guidance

24.16 The licensee must have regard to any guidance on standard condition 24 (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

Definitions for condition

24.17 For the purposes of this condition "Switching Window" means the period which begins on the date the licensee provides the Domestic Customer with a copy of the SLC 22C Statement of Renewal Terms pursuant to paragraph 22C.4 of standard condition 22C and which ends on the date the fixed term period of a Fixed Term Supply Contract is due to end.

15. Amendments to SLC 31A⁴

Condition 31A. ~~Information about electricity consumption patterns~~ Bills, statements of account and Annual Statements

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

~~(a) paragraph 31-A.2~~ and Schedules 1-3 to Standard Condition 31A on every Bill or statement of account sent to a Domestic Customer; ~~and~~

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

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

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

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

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

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

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

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

(e) the Domestic Customer's:

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

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

(f) the Domestic Customer's Tariff Comparison Rate;

(g) the following exact text: "Remember – it might be worth thinking about switching your tariff or supplier";

(h) the Exact Payment Method which applies to the Domestic Consumer;

(i) where the duration of a Domestic Supply Contract is for a fixed term period, the date (in the format of day, month, year) when the fixed term period ends; and

⁴ Whilst these draft amendments relate to the electricity version of SLC 31A it is envisaged that equivalent

amendments would be made to the gas version.

(i) the amount (in pounds sterling) of any Termination Fee, if applicable.

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

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

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

31-A.4 The licensee must provide the following information to every Domestic Customer at least once in respect of every 12 month period Month Period at the Relevant Time a Written document (hereafter referred to as an "Annual Statement") which has the title "Your Annual [Gas/Electricity] Summary" and which, subject to the requirements of Schedule 4 of this standard condition and any paragraph of Standard Condition 31A and any Supplier and Consumer Information, only contains the following information –

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

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

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

~~(ii)~~

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

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

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

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

(e) ~~(d)~~ an explanation of the purpose of the Annual Statement;

(f) a statement of the 12 Month Period to which the Annual Statement relates;

(g) a statement of the amount of money (in pounds sterling) paid by the Domestic Customer to the licensee during the 12 Month Period and, where applicable, the amount of money (in pounds sterling) the Domestic Customer may still be required to pay to the licensee in respect of the 12 Month Period;

(h) a bar chart or other graph, diagram or infographic displaying information about the Domestic Customer's energy usage;

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

(i) ~~e)-a reminder in a prominent position that the Domestic Customer may change their [Gas/Electricity] Supplier, the following exact text: " Remember – it might be worth thinking about switching your tariff or supplier"; and~~

(k) ~~(f)-information about where the Domestic Customer may obtain impartial advice and information about changing their [Gas/Electricity] Supplier;~~

~~(l) information on where the Domestic Customer may obtain impartial advice and information on energy efficiency;~~

~~(m) a website URL for the Concise Guidance and Energy Consumer Guidance and, where this information is provided, a statement to the effect that a hard copy of each can be provided to the Domestic Customer on request;~~

(n) a statement providing the consumer-Domestic Customer with information regarding the Confidence Code and a website URL where further information on the Confidence Code can be found;

Comment [o43]: This term has not been defined.

~~(o) a description of the Tariff Type which applies to the Domestic Customer's Tariff;~~

~~(p) the Exact Payment Method which applies to the Domestic Customer's Domestic Supply Contract;~~

~~(q) where the duration of a Domestic Supply Contract is for a fixed term period, the date (in the format of day, month, year) when the fixed term period ends;~~

(r) in the case of:

- (i) ~~a Fixed Term Supply Contract which is has a Staggered Charging Tariff, the date (in the form of day, month, year) when the fixed term period ends; or~~
- (ii) ~~in the case of a Staggered Charging Tariff, the date (in the form of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the duration of the fixed term period);~~

~~(s) where a Termination Fee applies to a Domestic Supply Contract, the amount (in pounds sterling) of the Termination Fee;~~

~~(t) a statement setting out any Discounts and/or additional charges which apply to the Tariff;~~

~~(u) a statement setting out any Non-Energy Products included in the Tariff;~~

~~(v) brief, easy-to-understand explanations of key industry terminology;~~

~~(w) the Domestic Customer's Tariff Comparison Rate; and~~

~~(x) no more than one optical machine-readable label (such as a Quick Response Code) which the licensee may place on the Annual Statement in order to direct the Domestic Customer to Additional Information.~~

Comment [o44]: This term has not been defined

31-A.5 The licensee must:

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

(aa) ensure that the Annual Statement is not combined with any other document (including, but not limited to, a Bill or statement of account) and is provided to the Domestic Customer separately from any other document (including, but not limited to, a Bill or statement of account) with the exception of the following distinct documents which may be provided to the Domestic Customer in the same envelope as the Annual Statement:

- (i) an Annual Statement in respect of [electricity/gas];
- (ii) any document that is required by paragraph 37.7 of an Electricity Supply Licence;
- (iii) any document setting out any Energy Literacy Information specified in directions which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

(ab) ensure that the information contained on a Bill, statement of account and Annual Statement which is presented in Writing is drafted in plain and intelligible language using text of a colour which is readily distinguishable from the background medium;

(b) when providing information about Annual Consumption Details ~~the quantity of electricity supplied or to be supplied~~ in accordance with paragraph 31.A.2 or 4.1;

- (i) include details of any Time of use Tariffs which may apply to the Domestic Supply Contract; and
- (ii) display the quantity of [electricity/gas] in kilowatt-hours;

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

(d) when providing ~~an illustrative projection~~ Estimated Annual Costs ~~of costs~~ under paragraphs 31.A.2 or 4.1;

(i) set out the Relevant Unit Rate and Relevant Standing Charges ~~for the Supply of Electricity~~ that has ~~ve~~ been used.;

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

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

(e) subject to paragraph S4.16(a) of Schedule 4 to this standard condition, when providing details of the Relevant Principal Terms in accordance with sub-paragraph

31A.4(i), provide all the Relevant Principal Terms together in the same part of the Annual Statement.

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

Additional rules for Relevant Cheapest Tariff and Alternative Cheapest Tariff information

31A.7 Where the licensee provides a Domestic Customer with information about their Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff on a Bill, statement of account or Annual Statement, the licensee must provide, in close proximity:

- (a) a statement to the effect that changing to a Relevant Cheapest Tariff and/or Alternative Cheapest Tariff may involve changing to materially different terms and conditions;
- (b) where applicable, a statement (in plain and intelligible language) to the effect that the Relevant Cheapest Tariff and/or Alternative Cheapest Tariff is subject to limited availability and/or will only be available for a limited period of time; and
- (c) where the Domestic Customer has a Prepayment Meter and changing to the Alternative Cheapest Tariff would require the [Electricity/Gas] Meter to be changed:
 - (i) a statement (in plain and intelligible language) to the effect that changing to the Alternative Cheapest Tariff would require the [Electricity/Gas] Meter to be changed; and
 - (ii) an estimate of the costs (in pounds sterling), if any, of changing the [Electricity/Gas] Meter; and
 - (iii) a statement (in plain and intelligible language) to the effect that there may be restrictions on changing the [Electricity/Gas] Meter if the Domestic Customer has Outstanding Charges or if the licensee has reasonable grounds to believe the Domestic Customer is likely to incur Outstanding Charges once the meter is changed from a Prepayment Meter.

Comment [o45]: What does this mean? Does the information have to be provided in the relevant box or can it be provided on a separate page?

Comment [o46]: See comment [o12]

31A.8 This paragraph applies where:

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

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

31A.9 Where paragraph 31A.8 applies, the licensee must provide a statement, in plain and intelligible language, to the effect that the Domestic Customer is already subject to the Relevant Cheapest Tariff and/or Alternative Cheapest Tariff (as applicable) and that they will be informed at least once a year if the position changes.

31A.10 Where the licensee is required to provide a Domestic Customer with information

about their Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff, it must take all reasonable steps to ensure that:

(a) the calculation of Annual Consumption Details and all other relevant calculations and assessments are made at a point in time which is of a close proximity to the point in time in which the information is to be provided to the Domestic Customer; and

(b) the assessment of the Relevant Cheapest Tariff and/or an Alternative Cheapest Tariff is based on the most up to date Tariff information available.

31A.11 Where the Domestic Customer is using a Prepayment Meter, in addition to providing that Domestic Customer with information about their Alternative Cheapest Tariff, the licensee must provide a statement to the effect that a Domestic Customer with Outstanding Charges may be able to change their supplier by agreeing with a new [Electricity Supplier/Gas Supplier] that the Outstanding Charges may be assigned by the licensee in accordance with the Protocol.

Terms of Domestic Supply Contracts

31A.12 The licensee must ensure that each Domestic Supply Contract and Deemed Contract contains terms and conditions which reflect the provisions of Standard Condition 31A.

Prescriptive format requirements

31A.13 The licensee must comply with sub-paragraphs 31A.2 (b) to (f) (including in conjunction with paragraphs 31A.7 to 31A.11) in accordance with the requirements of Schedules 1 to 3 to standard ~~condition~~ condition 31A.

31A.14 The licensee must comply with paragraph 31A.4 (including in conjunction with paragraphs 31A.7 to 31A.11) in accordance with the requirements of Schedule 4 to standard condition 31A.

Guidance

31A.15 The licensee must have regard to any guidance on Relevant Matters for SLC 31A which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

Definitions for condition

31-A.7~~16~~ For the purposes of this condition:

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

"Additional Information" means information which may not include marketing materials and cannot be used as a substitute for any of the information that the licensee is required to include in the Annual Statement under this standard condition 31A.

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

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

Comment [o47]: We have a concern that an obligation to reflect all the terms of this standard condition into our standard terms and conditions of supply will make the standard terms and conditions extremely long and unwieldy.

"Embedded Tariff Information Label" means the Tariff Information Label that must be embedded in the Annual Statement in accordance with the requirements set out in Schedule 4 to this standard condition.

"Relevant Matters for SLC 31A" means:

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

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

(c) the interpretation of standard condition 31A (including in respect of definitions which appear in standard condition 1).

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

(a) Charges for the Supply of Electricity;

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

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

(b) the duration of the Contract or Deemed Contract (including, but not limited to, the duration of any fixed term periods and any arrangements for renewing or extending the duration of the Contract or any fixed term periods);

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

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

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

"SLC 31A Supplier and Customer Information" means:

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

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

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

(d) the date of the Annual Statement.

Schedule 1 to Standard Condition 31A

S1.1. In order to comply with its obligations under standard condition 31A.2, the licensee must ensure that a "Could you pay less?" label is displayed in a box on the first page of every Bill or statement of account, and:

- (a) contains only the information required by this Schedule 1;
- (b) presents the information in text of an equal size and prominence, which may not be smaller than ten points in size, using the desktop publishing system, except that headings or titles may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise; and
- (c) complies with the requirements of paragraph 31A.5(ab).

S1.2. The licensee must ~~present~~ ensure the " Could you pay less?" label is populated in accordance with paragraphs S1.2-3 to S1.14.

S1.3. The licensee must include a title with the exact text "Could you pay less?".

S1.4. The licensee must include a statement:

- (a) informing the Domestic Customer of their Estimated Annual Costs; or
- (b) where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, informing the Domestic Customer of their Estimated Annual Costs in respect of electricity and, separately, their Estimated Annual Costs in respect of gas.

S1.5. The licensee must include a statement explaining what is included (including but not limited to, value added tax and, where applicable Discounts and additional charges) in the Estimated Annual Costs as required by paragraph S1.4. This statement must set out:

- (a) where the licensee has publicly announced an increase or decrease in the Charges for the Supply of [Gas/Electricity], or in the case of a Dual Fuel Account an increase or decrease in the Charges for the Supply of Gas and/or Electricity, that the Estimated Annual Costs as required by paragraph S1.4 are calculated on the basis of "new prices"; or
- (b) in any other case, that the Estimated Annual Costs as required by paragraph S1.4 are calculated on the basis of "current prices";

S1.8. Subject to paragraph S1.9, the licensee must include a statement informing the Domestic Customer of:

- (a) the Exact Tariff Name of the Tariff which is the Relevant Cheapest Tariff; and
- (b) the Estimated Annual Savings for the Relevant Cheapest Tariff.

S1.9. Where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, the licensee must include either:

- (a) separate statements informing the Domestic Customer of:

- (i) the Exact Tariff Name of the Tariff which is the Relevant Cheapest Tariff in respect of electricity and the Estimated Annual Savings for the Relevant Cheapest Tariff in respect of electricity; and
- (ii) the Exact Tariff Name of the Tariff which is the Relevant Cheapest Tariff in respect of gas and the Estimated Annual Savings for the Relevant Cheapest Tariff in respect of gas; or
- (b) a single statement informing the Domestic Customer of the Exact Tariff Names of the Tariffs which are the Relevant Cheapest Tariffs in respect of gas and electricity respectively, and the aggregate Estimated Annual Savings for those Relevant Cheapest Tariffs.

S1.10. Subject to S1.11, the licensee must include a statement informing the Domestic Customer of:

- (a) the Exact Tariff Name of the Tariff which is the Alternative Cheapest; and
- (b) the Estimated Annual Savings for the Alternative Cheapest Tariff.

S1.11. Where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, the licensee must include either:

- (a) separate statements informing the Domestic Customer of:
 - (i) the Exact Tariff Name of the Tariff which is the Alternative Cheapest Tariff in respect of electricity and the Estimated Annual Savings for the Alternative Cheapest Tariff in respect of electricity; and
 - (ii) the Exact Tariff Name of the Tariff which is the Alternative Cheapest Tariff in respect of gas and the Estimated Annual Savings for the Alternative Cheapest Tariff in respect of gas; or
- (b) a single statement informing the Domestic Customer of the Exact Tariff Names of the Tariffs which are the Alternative Cheapest Tariffs in respect of gas and electricity respectively, and the aggregate Estimated Annual Savings for those Alternative Cheapest Tariffs.

S1.12. The licensee must include any information required by paragraphs 31A.7 to 31A.11 of this standard condition.

S1.13. The licensee must include a switching reminder with the exact text: "Remember – ~~you always have the right to switch~~ it might be worth switching your tariff or your supplier."

S1.14. The licensee must include a statement to the effect that the Domestic Consumer can access more information about their Tariff or Tariffs on the second page of their Bill or statement of account.

Schedule 2 to Standard Condition 31A

S2.1. In order to comply with its obligations under standard condition 31A.2, the licensee must ensure that an "About your tariff" label is displayed in a box on the second page of every Bill or statement of account, and:

- (a) contains only the information required by this Schedule 2;
- (b) presents the information in text of an equal size and prominence which may not be smaller than ten points in size, using the desktop publishing system, except that headings may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise;
- (c) complies with the requirements of paragraph 31A.5(ab); and
- (d) is populated in accordance with paragraphs S2.2 to S2.12

S2.2 The licensee must arrange the information which must be included pursuant to this Schedule 2 as a list which must be arranged vertically, in the same order in which the requirement for the information appears in this Schedule 2. Accordingly, the information required in S2.3 must appear above that required in S2.4 and so on.

S2.3. The licensee must include a title with the exact text " About your tariff".

S2.4. The licensee must include a statement explaining that the " About your tariff" label resents the Domestic Customer with information about their current Tariff or Tariffs, in order to help the Domestic Customer to compare their current Tariff or Tariffs with other available Tariffs.

S2.5. The licensee must include a statement:

- (a) setting out the Exact Tariff Name of the Domestic Customer's current tariff; or
- (b) where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, the licensee must present the Exact Tariff Name of the Domestic Customer's current electricity Tariff and the Exact Tariff Name of the Domestic Customer's current gas Tariff.

S2.6. The licensee must include a statement:

- (a) setting out the Exact Payment Method which applies to the Domestic Customer;
or
- (b) where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, the licensee must state the Exact Payment Method which applies to the Domestic Customer's current electricity Tariff and the Exact Payment Method which applies to the Domestic Customer's current gas Tariff.

S2.7. The licensee must include:

- (a) in the case of:
 - (i) a Fixed Term Supply Contract which is not a Staggered Charging Tariff, a statement setting out the date (in the format of day, month, year) when the fixed term period ends;

- (ii) a Fixed Term Contract which is a Staggered Charging Tariff, text setting out the date (in the format of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the duration of the fixed term period); and
 - (iii) an Evergreen Supply Contract or a Deemed Contract, a statement to the effect that the Domestic Customer may terminate the Domestic Supply Contract at any time by giving notice in accordance with the applicable terms and conditions; or
- (b) where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, where:
- (i) the duration of the licensee's supply of electricity to the Domestic Customer is for a fixed term period and is not under a Staggered Charging Tariff, the date (in the format of day, month, year) when the fixed term period ends;
 - (ii) the duration of the licensee's supply of gas to the Domestic Customer is for a fixed term period and is not under a Staggered Charging Tariff, the date (in the format of day, month, year) when the fixed term period ends;
 - (iii) where the duration of the licensee's supply of electricity to the Domestic Customer is for a fixed term period and is under a Staggered Charging Tariff, the date (in the format of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the duration of the fixed term period);
 - (iv) where the duration of the licensee's supply of gas to the Domestic Customer is for a fixed term period and is under a Staggered Charging Tariff, the date (in the format of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the duration of the fixed term period); and
 - (v) where the duration of the licensee's supply of electricity and/or gas to the Domestic Customer under a Dual Fuel Account is under an Evergreen Supply Contract or a Deemed Contract, a statement to the effect that the Domestic Customer may terminate the supply of gas and/or electricity, as appropriate, by giving notice in accordance with the applicable terms and conditions.

S2.8 The licensee must include a statement setting out, where a Termination Fee applies, the amount (in pounds sterling) of the Termination Fee. If a Termination Fee does not apply, the licensee must include a statement to the effect that no Termination Fee applies.

S2.9. The licensee must include a brief statement explaining what a Termination Fee is.

S2.10 The licensee must include a statement setting out:

- (a) the Domestic Customer's Annual Consumption Details; or
- (b) where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, the Domestic Customer's Annual Consumption Details in respect of electricity and, separately, the Domestic Customer's Annual Consumption details in respect of gas.

S2.11. Subject to paragraph S2.12, the licensee must include a statement setting out:

(a) where subparagraph (a) of the definition of Annual Consumption Details applies, that the Domestic Customer's Annual Consumption Details are based on the Domestic Customer's actual [gas/electricity] usage over the previous 12 months;
or

(b) where subparagraph (b) of the definition of Annual Consumption Details applies, that the Domestic Customer's Annual Consumption Details are based on the Domestic Customer's estimated [gas/electricity] usage over a 12-month period.

S2.12. Where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, the licensee must include:

(a) a statement setting out:

(i) where subparagraph (a) of the definition of Annual Consumption Details applies in respect of electricity that the Domestic Customer's Annual Consumption Details in respect of electricity are based on the Domestic Customer's actual electricity usage over the previous 12 months; or

(ii) where subparagraph (b) of the definition of Annual Consumption Details applies in respect of electricity, that the Domestic Customer's Annual Consumption Details in respect of electricity are based on the Domestic Customer's estimated electricity usage over a 12-month period; and

(b) a statement setting out

(i) where subparagraph (a) of the definition of Annual Consumption Details applies in respect of gas, that the Domestic Customer's Annual Consumption Details in respect of gas are based on the Domestic Customer's actual gas usage over the previous 12 months; or

(ii) where subparagraph (b) of the definition of Annual Consumption Details applies in respect of gas, that the Domestic Customer's Annual Consumption Details in respect of gas are based on the Domestic Customer's estimated gas usage over a 12-month period

Schedule 3 to Standard Condition 31A

S3.1. In order to comply with its obligations under standard condition 31A.2, the licensee must ensure that an "About your TCR" label is displayed on every Bill or statement of account, and:

- (a) contains only the information required by this Schedule 3;
- (b) presents the information in text of an equal size and prominence which may not be smaller than ten points in size, using the desktop publishing system, except that headings may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise; and
- (c) complies with the requirements of paragraph 31A.5(ab).

S3.2. The licensee must ensure the "About your TCR" label is populated in accordance with paragraphs S3.3 to S3.8.

S3.3. The licensee must include:

- (a) a title with the exact text "About your TCR"; or
- (b) where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, the licensee must include a title with the exact text "About your TCR s".

S3.4. The licensee must include a statement setting out:

- (a) the Tariff Comparison Rate which applies to the Domestic Customer; or
- (b) where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account:
 - (i) the Tariff Comparison Rate which applies to the Domestic Customer in respect of electricity; and
 - (ii) as a separate figure, the Tariff Comparison Rate which applies to the Domestic Customer in respect of gas.

S3.5. The licensee must include a statement (which is designed to promote the benefits of the Tariff Comparison Rate) which explains that the Tariff Comparison Rate can be used as a guide to compare:

- (a) the price of [electricity/gas] Tariffs or,
- (b) where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, the price of electricity Tariffs and the price of gas Tariffs.

S3.6 The licensee must include a statement to the effect that:

- (a) the Tariff Comparison Rate is based on a typical or average user of [electricity/gas]; or
- (b) where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, the Tariff Comparison Rate in respect of electricity is based on a

typical or average user of electricity and the Tariff Comparison Rate in respect of gas is based on a typical or average user of gas.

S3.7. The licensee must include a statement that:

- (a) the Tariff Comparison Rate is not based on the Domestic Customer's personal consumption of [electricity/gas] and should be used as a guide only; or
- (b) where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, the Tariff Comparison Rate in respect of electricity is not based on the Domestic Customer's personal consumption of electricity, and the Tariff Comparison rate in respect of gas is not based on the Domestic Customer's personal consumption of gas, and these Tariff Comparison Rates should be used as a guide only.

S3.8. The licensee must include a statement that the Domestic Customer can telephone the licensee or visit the licensee's website for more details on the Domestic Customer's Tariff or Tariffs, and on how Tariff Comparison Rates are calculated.

Part 1

A

YourPower

ENERGY FOR YOU AND YOURS

Any questions after
reading your summary?

Visit yourpower.co.uk

Or call 0800 123 1234

(8am–8pm Mon–Fri, 8am–2pm Sat)

Mr A Jones
4 Scenario Street
Sample Ville
SAMPLE

Your account number:

123 123 123 123

Summary date:

15 Jan 2012

Supply address:

4 Scenario Street
Sample Ville
SAMPLE

B

Mr Jones,

Your annual electricity summary

For 01 January 2011 to 01 January 2012

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

See below and overleaf for more information
on switching your supplier or tariff →

**Remember – it might
be worth thinking about
switching your tariff or
supplier.**

C

Your electricity usage summary

- Over the last 12 months you've used 3,900 kWh (including estimated readings)
- Your total costs were £529.89

Period	2012 (kWh)	2011 (kWh)
Jan – Mar	1,100	1,000
Apr – Jun	700	800
Jul – Sep	850	800
Oct – Dec	1,050	950

Based on your current tariff and usage, your personal projection for the next 12 months is £529.89*.

*Based on our current prices and includes some discounts and added charges, like VAT. If the price of your tariff changes or you change your tariff, or the amount you use, this forecast will change too.

D

Could you pay less?

Your cheapest similar tariff

Name: Clear and Simple

You could save: £XX.XX

Your cheapest overall tariff

Name: Online Saver

You could save: £XX.XX

Please note that switching tariffs may involve changing to materially different terms and conditions.

For more information on switching your tariff see overleaf...

Part 2

S4.2. Subject to S4.16(a), in respect of its obligations to send an Annual Statement to each Domestic Customer under 31A.4 of Standard Condition 31A, the licensee must ensure that the Zones labelled A-F set out in the Annual Statement Template set out in Part 1 of this Schedule 4 are populated in accordance with paragraphs S4.3 to S4.16.

S4.3. The licensee must populate the Annual Statement Template on standard A4 paper.

S4.4. The Zones on the Annual Statement Template indicate where the information that must be included in the Annual Statement must be positioned. For example, the information with which Zone A must be populated (see S4.9) must always be on the first page of the Annual Statement, and positioned above the information with which Zone B must be populated (see S4.10). The information with which Zone C must be populated (see S4.11 below) must always be on the front page of the Annual Statement, and positioned to the left of the information with which Zone D must be populated (see S4.12 below).

S4.5 The dimensions of the Zones are not fixed.

S4.6. Except where specifically provided for in this Part 2 of Schedule 4, the exact format and text used to populate the Zones is not prescribed.

S4.7. Notwithstanding S4.5 and S4.6 above, the licensee must set the dimensions of the Zones and populate the Zones in a manner consistent with the general requirements set out in paragraphs SLC31A.5(a) and SLC31A.5(ab) of this standard condition.

S4.8. With the exception of the information specified in paragraph 31A.4(x) of Standard Condition 31A, The licensee may not include any additional information in the Zones beyond that which is specified in this Part 2 of Schedule 4

S4.9. The licensee must populate Zone A with:

- (a) the brand name (the "Supply Brand") under which it supplies the Domestic Customer;
- (b) a title which communicates that the the Domestic Customer may contact the licensee in relation to any questions he may have have about the Annual Summary and, in close proximity, the licensee's and/ or the Supply Brand's current contact details, including as a minimum a customer services telephone number and a website URL.
- (c) the Domestic Customer's postal address;
- (d) the Domestic Customer's account number;
- (e) the date on which the licensee sends the Annual Statement to the Domestic Customer; and
- (f) the address at which the Domestic Customer is supplied with energy under the Domestic Supply Contract.

S4.10. The licensee must populate Zone B with:

Comment [o48]: The lack of flexibility is problematic and we anticipate will create issues in the future. For example no provision is made to allow the inclusion of information required to support Green Deal.

- (a) a salutation to the Domestic Customer: e.g. "Dear Mr Jones" or "Dear Ms Jones";
- (b) the title: „Your annual [gas/electricity] summary“;
- (c) a statement informing the Domestic Customer of the dates on which the 12 Month Period to which the Annual Statement relates began and ended;
- (d) an explanation of the purpose of the Annual Statement;
- (e) a reminder that the Domestic Customer can use the Annual Statement to compare their existing tariff with other tariffs that are available;
- (f) a reminder that the Domestic Customer should keep the Annual Statement for their records; and
- (g) the exact text: "Remember – it might be worth thinking about switching your tariff or supplier " This text must be clear and legible, [and it must be printed in bold text no smaller than the text which is used to populate the rest of Zone B (with the exception of the text used for the title required by S4.10(b)).

S4.11. The licensee must populate Zone C with:

- (a) the subheading „Your [gas/electricity] usage summary“;
- (b) a statement of the Domestic Customer's Annual Consumption Details (in kWh) in respect of the 12 Month Period. This statement must be clear and legible and the figure expressing the Annual Consumption Details must be printed in bold text no smaller than the text which is used to populate the rest of Zone C, with the exception of the text which is used for the subheading required in S4.11(a), above]. Where sub-paragraph (b) of the definition of Annual Consumption Details applies, the licensee must inform the customer that the Annual Consumption Details are partially or wholly based on the licensee's best estimate.
- (c) a statement, informing the Domestic Customer of the aggregate of:
 - (i) the amount of money (in pounds sterling) paid by the Domestic Customer to the licensee during the 12 Month Period; and
 - (ii) where applicable, the amount of money (in pounds sterling) that the Domestic Customer may still be required at or after the Relevant Time to pay to the licensee in respect of the 12 Month Period to which the Annual Statement relates,

which must be clear and legible and the figure expressing the relevant amount of money must be printed in bold text no smaller than the text which is used to populate the rest of Zone C, with the exception of the text which is used for the title required in S4.11(a).

- (d) a bar chart or other graph, diagram or infographic displaying:
 - (i) a comparison of the amount of energy (in the format of kWh) used by the Domestic Customer during two separate periods; and

Comment [o49]: This suggests we only have to provide the aggregate whereas SLC 31A.4(g) states we must provide both the amount of money paid by the customer and the amount still owed. Ofgem should correct the inconsistency

(ii) a chart displaying information about the amount of energy (in the format of kWh) used by the Domestic Customer;

Comment [o50]: This is poorly drafted and difficult to understand.

(e) a statement informing the Domestic Customer of their Estimated Annual Costs. This statement must be clear and legible. In particular, the figure expressing the Estimated Annual Costs must be printed in bold text no smaller than the text which is used to populate the rest of Zone C, with the exception of the title required by S4.11(a), above.

(f) a statement explaining what is included (including but not limited to, value added tax and, where applicable discounts and additional charges) in the Estimated Annual Costs as required by S4.11(e). This statement must set out:

(i) where the licensee has publicly announced an increase or decrease in the Charges for the Supply of [Gas/Electricity], that the Estimated Annual Costs as required by S4.11(e) are calculated on the basis of "new prices"; or

(ii) in any other case, that the Estimated Annual Costs as required by S4.11(e) are calculated on the basis of "current prices"; and

(g) where the Domestic Customer has an Evergreen Supply Contract, a statement to the effect that the Charges for the Supply of Electricity may be increased by the licensee in future.

S4.12. The licensee must populate Zone D with:

(a) the subheading: "Could you pay less?";

(b) a statement informing the Domestic Customer of:

(i) the Exact Tariff Name of the Tariff which is the Relevant Cheapest Tariff; and

(ii) the Estimated Annual Savings for the Relevant Cheapest Tariff;

(c) a statement informing the Domestic Customer of:

(i) the Exact Tariff Name of the Tariff which is the Alternative Cheapest Tariff; and

(ii) the Estimated Annual Savings for the Alternative Cheapest Tariff;

(d) a statement to the effect that changing tariffs may involve changing to materially different terms and conditions; and

(e) any information required by paragraphs 31A.7 to 31A.11

S4.13. The licensee must populate Zone E with:

(a) a reminder that the Domestic Customer may wish to consider cutting his energy usage in order to reduce costs;

- (b) a statement informing the Domestic Customer where he may obtain impartial advice and information on energy efficiency;
- (c) a statement informing the Domestic Customer where he may obtain impartial advice and information about changing his [Gas/Electricity] Supplier;
- (d) a website URL for the Concise Guidance and Energy Consumer Guidance, and a statement to the effect that a hard copy of each can be provided to the Domestic Customer on request;
- (e) a statement providing the consumer with information regarding the Confidence Code and a website URL where further information on the Confidence Code can be found.

S4.14. The licensee must populate Zone F with the Embedded Tariff Information Label, which the licensee must set out in the exact format shown in the template which is set out in this S4.14, and which must be populated in accordance with S4.15

About your [Entry 1] tariff	
Tariff details	
Tariff name	[Entry 2]
Tariff type	[Entry 3]
Payment method	[Entry 4]
Unit rate	[Entry 5]
Standing charge	[Entry 6]
Tariff ends on	[Entry 7]
Price guaranteed until	[Entry 8]
Exit fees (if you cancel this tariff before the end date)	[Entry 9]
Discounts and additional charges	[Entry 10]
Additional products or services included	[Entry 11]
Estimated [Entry 12] cost for you on this tariff	
Your annual consumption [Entry 13]	[Entry 14]
Personal projection [Entry 15]	[Entry 16]
Tariff Comparison Rate (TCR)	[Entry 17]

S4.15. In respect of the Embedded Tariff Information Label set out in S4.14, the licensee must replace:

- (a) "[Entry 1]" with either the text "gas" or the text "electricity" in accordance with the type of energy supplied to the Domestic Customer under the Domestic Supply Contract;
- (b) "[Entry 2]" text setting out the Exact Tariff Name of the Tariff under which the licensee supplies the Domestic Customer;
- (c) "[Entry 3]" with text setting out a description of the Tariff Type which applies to the Tariff;

- (d) "[Entry 4]" with text setting out the Exact Payment Method;
- (e) "[Entry 5]" with text setting out in pence per kWh the Unit Rate which applies to the Tariff under which the licensee supplies the Domestic Customer;
- (f) "[Entry 6]" with text setting out in pence per day the Standing Charge which applies to the Tariff under which the licensee supplies the Domestic Customer;
- (g) "[Entry 7]" with, text setting out:
 - (i) in the case of a Fixed Term Supply Contract which is not a Staggered Charging Tariff, text setting out the date (in the format of day, month, year) when the fixed term period ends (or if that date is not ascertainable the duration of the fixed term period);
 - (ii) in the case of a Fixed Term Supply Contract which is a Staggered Charging Tariff, text setting out the date (in the format of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the duration of the fixed term period); and
 - (iii) in the case of an Evergreen Supply Contract or a Deemed Contract, the text " N/A ".
- (h) "[Entry 8]" with text setting out, where the Charges for the Supply of [Gas/Electricity] of a Domestic Supply Contract are guaranteed for a fixed term period, the date (in the form of day, month, year) when the fixed term period ends. If the Charges for the Supply of [Gas/Electricity] of the Domestic Supply Contract are not guaranteed for a fixed term period, the licensee may replace "[Entry 7]" with the text "N/ A".
- (i) "[Entry 9]" with, where a Termination Fee applies to a Domestic Supply Contract in respect of electricity, the amount (in pounds sterling) of the Termination Fee. If a Termination Fee does not apply, the licensee must replace "[Entry 7]" with a statement to the effect that no Termination Fee applies;
- (j) "[Entry 10]" with text setting out (in pounds sterling) any Discounts and/or additional charges which apply to the Tariff, including a brief description of the Discounts and/or additional charges. If no Discounts and/or additional charges apply, the licensee must replace "[Entry 8]" with a statement to the effect that no Discounts and/or additional charges apply;
- (k) "[Entry 11]" with text setting out any Non -Energy Products included in the Tariff;
- (l) "[Entry 12]" with the same text with which it replaces "[Entry 1]"
- (m) "[Entry 13]" with:
 - (i) where sub paragraph (a) of the definition of Annual Consumption Details applies, a statement to the effect that the Domest

ic Customer's Annual Consumption Details are calculated on the basis of his actual energy usage; and

(ii) where sub paragraph (b) of the definition of Annual Consumption Details applies, a statement to the effect that the Domestic Customer's Annual Consumption Details are calculated on the basis of his estimated energy usage;

(n) "[Entry 14]" with text setting out setting out (in kWh) the Domestic Customer's Annual Consumption Details;

(o) "[Entry 15]" with text setting out:

(i) where the licensee has publicly announced an increase or decrease in the Charges for the Supply of [Gas/Electricity], a statement to the effect that the Domestic Customer's Estimated Annual Costs are based on the licensee's "new prices"; and

(ii) in any other case, a statement to the effect that the Domestic Customer's Estimated Annual Costs are based on the licensee's "current prices"; and

(iii) where applicable, a statement that the Domestic Customer's Estimated Annual costs include value added tax;

(p) "[Entry 16]" with text setting out the Domestic Customer's Estimated Annual Costs

(q) "[Entry 17]" with text setting out the Tariff Comparison Rate which applies to the Domestic Customer.

S4.16. The licensee must also populate Zone F with:

(a) under the sub heading "Key contractual terms", text setting out the Relevant

Principal Terms which are not included in the Embedded Tariff Information Label, where necessary using an additional page; and

(b) under a suitable heading, text setting out brief, easy-to-understand explanations of key industry terminology; and

(c) under a suitable heading, text setting out the information required by sub-paragraph 31C.5(e) of standard condition 31C, to the extent that the information is not already incorporated in the Embedded Tariff Information Label; and

(d) any other information that must be included to comply with the licensee's regulatory obligations, where necessary using an additional page.