

Questions on legal text as at 27 March 2013							
No	Comment	LC	Important clarification required	Difficulty in implementation	Object in principle	Erroneous or poor drafting	Ambiguous drafting
1	22A.1(b) requires us to supply in line with 22A ie SC and SUR. Does this mean that extant fixed term contracts which are on a different charge structure must be amended. We oppose this. But if it is intended it should be explicit given the importance of the issue.	22A.1 (b)	X	X	X		X
2	Guidance is important to understanding the impact of a licence condition. In order for a regulatory body to comply with its obligations in terms of good regulatory practice, guidance should therefore be provided before licensees are expected to decide whether to accept proposals. When will we see the guidance? Similar question arises for all the paragraphs on guidance. Late provision of guidance will also lead to implementaton delays.	22A.5	X	X			
3	<p>"In this condition:  "Charges for Supply Activities" means, excluding Separate Charges, any charges or costs relating to activities that could <b>reasonably be considered</b> as being directly related to the supply of (gas /electricity) to premises, including (but not limited) to:....."</p> <p>The use of the word "costs" in the above exprssion is unnecessary and adds ambiguity given the inclusion of the word charges. What is costs intended to cover that is not covered by charges? The words in bold also introduce unhelpful ambiguity.</p>	22A.6	X				X

4	<p>LC22B repeatedly uses the terms "the licensee must ensure" and "the licensee must not use"...These requirements could therefore be read as applying to contracts entered into before the LC comes into force. In other words, the terms of Expired Fixed term contracts would need to be changed to make them RMR compliant. Is this intended to require extant fixed term contracts as at RMR go live to satisfy RMR tariff simplification rules eg on discounts, surcharges etc? We oppose this. But if it is intended it should be explicit given the importance of the issue.</p>	22B.1 (a)	X	X	X		X
5	<p>we require clarification of the significance of d over c. Also why is standing charge capitalized in c but not d?</p>	22b.4 © and (d)	X				X
6	<p>This is not English. It does not state what a Tied Bundle would not be regarded as similar to. It should read: "Two Tied products would not be regarded as similar to each other if one of them includes distinct additional features compared to the other."</p>	22B.10				X	
7	<p>Generally, the drafting does not reflect the policy intent. The drafting of these clauses is flawed as they suggest that Tied Bundles and Optional Bundles respectively could themselves be Core Tariffs. This is illogical both as a matter of practice and given the definition of Core Tariff. The starting point is that a Tariff includes an energy element and non-energy element so it includes Tied and Optional Bundles. By contrast, the intent is that Core Tariffs include Tied Bundles, but not Optional Bundles. Tied bundles are an element of a Core Tariff so SB.11 should read: " Every Tariff which includes a Tied Bundle constitutes a separate Core Tariff".</p>	22B.11 and 22B13  LC1	X			X	

	Optional Bundles are element of a Tariff so the definition of Opt out Bundle in LC 1 should not read "combined with" but "which is an element of".						
8	The definition of Core Tariff is inconsistent with S22B.1. Core tariff definition suggests item in the schedule are excluded from definition of Core Tariff whereas S22B.1 states that the items in the schedules are excluded from the definition of "Tariff". Presumably this should read "Core Tariff".	S22B.1				X	
9	This states "Subject to paragraphs 22B.48 to 22B.16". There are two flaws in this paragraph: 48 comes after 16 and there is no paragraph 48. The effects of these errors (and the one above) are that it is impossible to determine conclusively what Ofgem considers to be a Tariff and a Core Tariff.	S22B.1 (k)	X			X	
10	Definition of Separate charges (those not covered by SC/SUR) includes telephone calls, but the definition of those items which are excluded from core tariff does not. Is this intended and, if so, why?	22A.6 and sch to 22B	X				

11	<p>Ofgem has created a great deal of confusion and complexity in this clause by defining a Bundled Product also (in some circumstances) as a discount. In doing this, Ofgem is conflating two separate dimensions to the Tariff. The first is the charges which apply to the bundled product and the second is the discount which arises through charging less for the bundle than would be charged for the products separately. As a consequence the drafting does not make sense as it requires the Bundled product to be charged continuously (22B.16) and in terms of £/year or p/day. The requirement for charges to be £/year or £/Kwh does not square with the sort of charging that might apply for example to mobile phones. The conclusion would be that very many bundles would be ruled out as the bundled product could not be charged in the way prescribed by Ofgem. An alternative interpretation is that the bundled product could be provided free, but not at a discount (See Ofgem's TV example on page 133 of the con doc ). A free bundled product would be charged at £0/year and 0p/KWh. In any event, these restrictions are excessively restrictive. Moreover, by seeking to regulate the price structure on non energy products, Ofgem could be exceeding its vires.</p>	22B15	X	X	X	X	X
12	<p>22B.15 (a) is unclear and inconsistent with 22B.14. 22B15 a recognizes bundles with similar features. 22B.14 rules them out.</p>					X	
13	<p>It follows that since it is unrealistic to express the charges of some potential Bundles continuously as £/year or p/KWh, it will be similarly difficult to apply the discount element for taking the bundle in</p>	22B15 and 22B16	X	X	X	X	X

	such a format.						
14	<p>However, where it is possible to satisfy the requirements of 22B.15 by expressing the discount for taking the Bundled Tariff as £/year, there would be an inevitable breach of 22B.4. Suppose there is an administrative cost saving of £10/year through supply a customer with both electricity and telecoms services. The discount could satisfy 22B15 by being expressed as £10/year and it could be deducted from the phone bill. However, the saving arises in an area described in economics as "Joint costs". As such It could have been deducted from the electricity standing charge and would therefore breach 22B.4 (d). As such the drafting creates a catch 22 and an inevitable breach for a wide range of bundles. The conclusion is either that the drafting is flawed. Or if it is intentional, it unreasonably restricts competition.</p>	22B15 and 22B.4	X	X	X	X	X
15	<p>There seem to be numerous contradictions between figure 4 on page 50 of con doc and 22B15. Why can the boiler/energy bundle can be applied continuously in example 2 and is OK, but not in example 3. Surely a continuous discount is one that could be applied to SC or UR and therefore is ruled out under 22B.15 (b) (iv) for a similar reason that case 3 is ruled out by 22B.15 (b) (iii). As regards example 5, the figure says the bundle is allowed with the boiler charged as a mark up to the standing charge. But 22B.15 (b) (iii) prohibits bundles which are applied to the standing charge. As regards example 8, It is hard to see</p>	p50 of con doc and 22B.15/16	X	X	X	X	X

	<p>why this is not allowed if example 3 is allowed. The cost of the breakdown cover can be expressed as £/year as required by 22B.15 (d). And any discount in the price of cover could be applied based on how long the energy contract lasts.</p>						
16	<p>It is unclear whether it is the price of the bundled product, the discount on the bundled product or both which must be applied continuously. So in the breakdown example, it could be that the cover is offered only for one year periods at a price of £100, but that a discount of up to £10/year is offered which must accrue on a daily basis. this would be a practical requirement. An unrealistic interpretation would be that the breakdown insurance can only be sold on a continuous daily basis and that the discount compared to the unbundled price must also accrue on a daily basis. These problems arise because the drafting conflates the requirements regarding the price of the Bundle with the requirements around the discount at which the bundle is sold to its unbundled price.</p>	22B.16				X	
17	22B.18 "Similar features" to what?	22B.18				X	
18	<p>The issues around the definition and requirements for bundles and discounts manifest themselves also in the rules around the TCR. For example, charges for a tied bundle are required to be included in the TCR which is a p/kWh figure. Page 50 of the con doc describes an allowable tied bundle of energy and boiler. But Ofgem does not explain how the charges for a</p>	31C.5 (d) (x) (3) and 31C.5 (d) (iii).	X			X	X

	boiler could be translated into a p/kWh figure. Similarly, suppliers are required to express the discount amount alongside the TCR. By implication, this must also be expressed as p/kWh. Again, Ofgem must explain how this can be done in its boiler bundle example.						
19	Is this saying that if you have a core tariff without reward points and an identical one with reward points that they count as only one and not two core tariffs? The wording "Reward points discount being treated as an additional core tariff" does not make sense. A discount cannot of itself be a tariff. (See also p168 of con doc). It is a feature of a tariff.	22B.19	X			X	X
20	Similar comments regarding required drafting changes apply, mutatis mutandis, to 22B.17 to 22B.23 as to the comments on the section on the treatment of bundled products.	22B.17 to 22B.23	X			X	X
22	The example on page 50 of the con doc demonstrates how intrusive Ofgem's rules are on the pricing of Bundled products. P50 says that a discounted boiler can be provided with energy so long as the discount on the boiler is provided continuously. However, the discount on the boiler can only be provided continuously if the boiler is paid for under "hire" purchase" type arrangements and not as a lump sum. Moreover, unlike a standard hire purchase arrangement an evergreen contract does not have a fixed term so it is impossible to determine how much to charge for the boiler each year.	22B.8 to 22B.16	X				X

23	The wording of this carve out does not work. The intent presumably is to say that where it doesn't make sense to charge bundles, surcharges on a p/kWh or £/year basis or to offer discounts on this basis, suppliers don't have to. However, this is not what it says. It says they don't have to if it would be misleading. Drafting which better reflects the policy intent would be: "it would be reasonable to present the information about the monetary amount in a more appropriate way to £/year or p/kWh"	22B.24 and 25	X			X	
24	See comment on deficient wording of 22B.24 and 25 which affects the opportunities for upfront discounts	22B.28 (i)	X			X	
25	22B.31 should apply to good value expired dead evergreen tariffs (and preserved tariffs) as well. Such tariffs are not available to all customers.	22B.30 and 22B.31		X		X	
26	What does it mean to have regard to guidance?	22B.35	X				
27	Why is there no Electricity only affiliate definition?	22B.36	X				
28	Whose responsibility is it to confirm that a collective switching scheme satisfies the defined criteria? It would make sense for it to be Ofgem. There is a risk that companies participate in good faith only to find that the scheme does not satisfy Ofgem's criteria and they have entered into contracts which breach Ofgem's rules.	22B.36	X	X	X		
29	The definition of "Non time of use arrangement" seems to confuse defining the contractual arrangement in terms of type of time of day offering with payment method by defining it in terms of payment method. Surely it should instead define as where the charges do not depend on the time of day when the energy is consumed?	22B.36	X				X



	How would a smart meter in PPM mode be classified, it can't be both a TOU and non TOU meter.						
30	Not all of the charges eg moving a meter are sensibly expressed as £/year or p/kWh as required by S22B.2 subject to 22B24. See comment on deficient wording of 22B.24 and 25.	S22B.2				X	
31	Clarification required as to whether this is intended to allow a supplier not to levy a type of charge generally or whether it permits the supplier may waive a charge it does generally levy in particular cases. For example, can a poor custoer be excused meter moving charges without breaching these rules?	S22B.3	X				X
32	Prohibits extending in any way the duration of a fixed term period. Could entering into a follow on fixed term period not be regarded as an extension of the original fixed term period?	S22C.2	X				X
33	Definition of "sub annual consumption details" doesn't make sense.	LC1				X	
34	"Estimated Annual cost". It would appear that where different unit rates apply for different periods within the fixed term contract that these are factored in to the calculation of EAC. But this is not clear from the definition. It would be helpful to have examples.	LC1	X				X
35	Contingent Discount is defined as a Discount which is not a Non-Contingent Discount and includes a Termination Fee. However, there is no definition of Non-Contingent Discount. Consequently, we cannot work out what either is, although they are important concepts for RMR. For example, the EAC is calculated by	LC1	X			X	

	subtracting Discount amounts and discount amounts include non-contingent discounts. Consequently, it is impossible to determine how we should calculate EAC.						
36	The drafting relating to discounts contains an important internal contradiction as follows:"Discount" is defined as an "Energy Discount". And "Energy Discount" is defined as being "applied directly to a unit rate or standing charge". It follows that a Discount must be applied directly to a unit rate or standing charge. However, 22B.4 expressly prohibits discounts from being applied to the SC or UR.	LC1 and 22B.4	X			X	X
37	"EAC" appears to be calculated for the forward looking year based on the annualized costs of the fixed term contract even if that only has a short period to run. This is misleading.	LC1		X	X		
38	"Relevant Meter type" is defined primarily in terms of time of use, but then confuses this approach by defining standard credit and prepayment as two different meter types.	LC1					X
39	A key objective of RMR is simplicity and transparency. However ,a general concern with this licence condition is that it will lead to a complex communication being sent to the customer, potentially containing information about three different products:the customer's existing product, the Relevant Cheapest Evergreen Tariff, a further fixed term period for an existing Fixed Term Supply Contract. The information required for each of	22C		X	X		

	these products are: the tariffs' Principal Terms, Estimated Annual Costs, Tariff Information Label						
40	SLC 22C.3(h), p23 – Contains a reference to SLC 23.3(f), which does not exist either currently or in Ofgem's proposals.	22C.3 (h)					X
41	The 49 to 42 day requirement for provision of the renewal notice is restrictive.	22C.4(a)		X			
42	The word "or" needs to be inserted after sub sections a,b and c	22C.8					X
43	The second reference to Relevant Cheapest Tariff should read Alternative Cheapest Tariff.	22C.12 (b)					X
44	This seems to be applicable as a self standing requirement. Surely, it should be stated as applying only in the context of a renewal notice. More generally, what is the point of providing an annual cheapest tariff message to customers currently on a fixed term contract especially if it misleads them into thinking they have the right to change tariff or supplier?.	22C.13	X			X	X
45	Why do we need a specific definition "relevant Account Management Arrangement"? Why not sub current for relevant and use the definition in LC1?	22C.21					X
46	This clause does not say anything.	LC 22CA clause 22C.4A					X
47	Paragraph numbering seems awry as in LC22CA. For example clauses 31CA.1, 22C.4A, 31CA.2 -these are not internally consistent or consistent with LC number	LC22CA					X

48	For a customer on a dead (evergreen) tariff, isn't the Relevant Cheapest tariff the same as the Relevant Cheapest Evergreen Tariff so why do we need this sub-clause?	22D.9(i) (v) and definiton of Relevant Chepaest Evergreen Tariff"				X	
49	We need confirmation of our legal view that security deposits are not charges and therefore not subject to the rules around charges. In addition, we need confirmation that the definition of Core tariff, which includes terms and conditions which are not excluded by virtue of schedule 1, does not mean that if different customers are charged different security deposits that constitutes a different core tariff.	S22B.2 and LC1	X	X	X		X
50	Relevant cheapest tariffs must be live tariffs, but this whole condition applies to dead tariffs. How can the customer already be on the supplier's cheapest (live) tariff if they are on a dead tariff? The statement should presumably be that the tariff we will be moving you to is the cheapest (or only) live evergreen tariff? Similar comment applies to customers moved off terminating fixed term contracts.(22C13 - 22C.15)	22D.17 (b)				X	
51	similar comment as for 22D.17 (b)	22D.18				X	
52	The restriction on providing between 30 and 37 days in advance of intended application will provide operational compliance difficulties. Two weeks would be more realistic.	23A.2 (b) (i)		X			
53	What happens if the customer gives agreement after the stated date of intended effect, can the change be backdated to the intended date?	23A.2 (b) (i)	X				

54	Is it credible that the only thing a customer needs to input is address or post code to bring up any TIL? Should they not also put in fixed or evergreen for example?	31B.4	X	X			
55	Two months notice may not be long enough to make some changes to provision of info eg on websites re TUOS tariffs.	31B.10		X			
56	The wording of (a) seems to repeat "within one ..day of the time the change takes effect". Looks like a drafting error.	31C.6				X	
57	2 months may not be long enough to develop TCRs for TOU tariffs?	31C.11		X			
58	These seem to apply to all White Label whether or not they are done under the same white label banner. This appears more onerous than other rules which apply the rules to the products of "the same white label provider".	31D.5 and 31D.11	X	X			X
59	Relevant cheapest evergreen tariff has been restricted to white label offerings from same white label provider in respect of white label. But white label does not seem to have been excluded from parent for the purposes of this definition as it applies to the parent..	31D.21 and 31D.22	X	X			X
60	Alternative Cheapest Tariff: The definition where the customer is subject to TOU tariff could result in the stated cheapest tariff being based on a meter type different from that which supports the TOU tariff the customer is on. Is this intended?	LC1	X				
61	Annual Consumption Details: The lack of specification of how annual consumption should be calculated especially where there are not two meter readings could lead to inconsistent approaches between suppliers. LC23.13 (b) raises the possibility that Ofgem will specify the methodology for determining consumption.	LC1 and LC23.13 (b)	X				

	Will Ofgem follow this up?						
62	Discounts exclude compensation payments. Definition of discount would seem to include waiving payments which would otherwise have been due such as due to delays in billing (as these are not covered by definition of compensaton), debt forgiveness and free meter moves.	LC1	X				X
63	Why do we need Energy Discount and Discount? Also definition of Energy Discount appears to contradict discount restrictions in 22B.4 (c) and (d)	LC1and 22B.4 (c) and (d)				X	X
64	Discount: There are two competing definitions. This is a key failing as the concept and meaning of "discount" are central to an understanding of the RMR rules	LC1	X			X	X
65	Dynamic Teleswitching: Does this relate to just 2 unit rates or could there be more?	LC1	X				
66	Dual Fuel Discount: Ofgem's verbal clarification that, if we offer a DFD, it must be paid to all customers to whom we supply 2 fuels is problematic and contradicts its previous advice. Ofgem's proposal is a departure from the principle of cost reflectivity that, in other areas, Ofgem endorses. If a customer receives two fuels via different payment methods there are no cost savings. We advocate that suppliers should be allowed to specify the terms on which the DFD is payable eg we treat the supply as one account. This would be consistent with the definition Ofgem has adopted for communications.	LC1	X	X	X		X
67	Economy 10 and variants - the definition allows only two unit rates whereas our understanding is that some variants of Economy 10 have 3 different unit rates.	LC1	X				

68	(b) in "Estimated annual Savings" should sub "alternative Cheapest Tariff" for "Relevant Cheapest Tariff"	LC1				X	
69	Both "Live Evergreen Tariff" and "Live Evergreen Tariffs" are defined. It is unnecessary to have the singular and plural (especially given the amendment to LC2 -2.5A © - and the plural is incorrect as it is defined as being capable of being applied to a single Tariff.	LC1				X	
70	Why is the formulation of "Relevant Standing Charge" different from "Relevant Unit Rate"? The definition of the latter omits the definition for Fixed Term contracts which is included for the former.	LC1				X	X
71	"Time of Use Periods" definition doesn't make sense	LC1	X			X	X
72	The definition of Tariff encompasses all aspects of the contract including Bundles. since opt in and opt out bundles must be available for all tariffs, they are necessarily part of the terms and conditions of all Tariffs. The references in the definitions of Opt out and Tied Bundles to "combined with a Tariff" should therefore be "included in a Tariff". The definition of Opt in Bundle should be: "a Non-Energy Product part of a Tariff which is only provided if the Domestic Customer actively chooses to receive it."	LC1	X			X	X
73	Is it a good idea to force the use of term "Personal Projection"? In some cases, the calculation might not be a good estimate of likely costs eg where it relates to a fixed period contract that only has a short period to run	LC23.1B	X				

74	The template for the TIL states that VAT should be included whereas the LC on price increase notices says VAT should be excluded.	Schedule to 31B S1.1 template and LC23.4 (s) and S1.11 and S2.15 and S3.14 and S4.18	X				X	
75	In the templates the word "from" should replace "after"	Sch1 to LC23 S1.2 and S2.2 and S3.2 and S4.2 and S5.2 and S5.7 and S6.2 S6.7 and S6.10					X	
76	It is not clear whether costs should be inclusive or exclusive of VAT	Sch 5 and Sch 6 to LC23	X					X
77	The description in the templates of "Current prices" and "New prices" is unhelpful and likely to confuse given the same heading applied to other templates. Better headings would be "Projected charges at current prices" and "Projected charges at new prices".	Sch 5 S5.2 and Sch 6 S6.2 to LC23						X



78	We cannot guarantee to apply the anniversary date to Annual Statements	LC31A.4 (g) and Part 1 template to Sch 4 of 31A and S4.11 (b) and S4.15 (n)						X
79	Personal Projection: SLC31A.5d requires the supplier to set out relevant unit rate / standing charge, explain how the projection has been calculated and set out the calculation and for evergreen, state that charges may increase in the future. However, Ofgem's Summary Box does not include this level of detail. the Summary Box approach is preferred.	31A.5d	X					X
80	This clause describes the circumstances in which a discount may be offered for on line account management. Broadly, it must be available for all tariffs and at the same terms including value throughout GB. How does this affect a proposal to offer a tariff which is only available as online? Would we be able to offer one core tariff which is only available online and an Online Account Management discount for all other core tariffs?	LC22B.6	X					
81	The requirement for the statement "Remember -You always have the right to switch your tariff or supplier" is not necessarily true for a fixed period contract and could therefore be misleading. In addition, this wording is inconsistent with the wording for this prompt provided on the draft bill template on page 139 of the con doc which reads: "remember - it might be worth thinking about switching your tariff or	Sch1 S1.13 to LC 31A	X	X	X	X		

	supplier." This latter formulation is more acceptable.						
82	What is meant by "over the previous 12 months"? In an example say where a bill is dated 21 March and is for a period up to 23 February?	Sch 2 S2.11 (a) and S12 to LC31A	X				X
83	c (i) requires suppliers to record the amount of money paid during the period. However, some of these payments may relate to a previous period so the sum of what has been paid during the year in c(i) plus the outstanding balance for the year in c(ii) won't necessarily add up to the total of what the customer owes in respect of energy consumed during the period.	LC31A S4.11 ©	X				X
84	d(ii) seems to duplicate d(i), although the wording differs slightly	LC31A S4.11 (d)				X	
85	Template uses words "for next 12 months". Strictly, given statement date is 15 Jan, should this read: "for the period 1 Jan 2012 to 31 dec 2012"?	LC31A S4.11 (e) and template in part 1				X	
86	The licence does not specify the periods which must be compared. However, there is little point in comparing periods which are not comparable. This suggests that this requirement should only apply if the supplier has been supplying the customer for at least two years. (Or alternatively that Ofgem establishes arrangements whereby suppliers have access to their customers' consumption with previous suppliers).	LC31A S4.11 (d) (i)	X				X
87	What's the difference between g and h? They both seem to be the end of the fixed price period.	LC31A S4.15 (g) and (h)	X				

88	S4.15 (n) and (p) duplicate S4.11 (b) and (e). Is this necessary? It also presents the same challenges as noted above for establishing the annual consumption for so recent a period.	LC31A S4.15 (n) and (p)	X	X			
89	Are capped tariffs allowed? These could be a combination of a fixed price and indexed tariff? It could be argued that they are because any increase would be fully linked to an index. However, not all increases justified by the index would be applied.	LC22C.9 to C.11	X				
90	LC31C.6 (b) requires the TCR to be updated before price changes take effect and the TCR must be included on the Annual Statement. However, price projections must be based on new prices as soon as they are made public which is likely to be up to sixty days in advance of them taking effect. This raises the prospect that the TCR and PP will be on inconsistent bases. This is even though TCRs must be calculated using Relevant Standing Charges and Unit Rates which are defined in LC1 as being the latest publicly announced. Is the question how quickly updated TCRs are transalted into communications?	LC31C.6 and LC31A S15 (g)	X				
91	The example on p133 of the con doc States that a termination fee is payable if you end your contract before XXXX. Should the date XXXX be the formal end of the contract or the start of the switching window (min 42 days before formal contract end) as LC. Similar comment applies to statements about application of exit fees which appear on bills and annual statements.	24.8 (b)	X			X	

92	<p>“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:</p> <p>(a) significantly favour the interests of the licensee; and</p> <p>(b) give rise to a likelihood of detriment to the Domestic Customer”</p> <p>(a) should read "unduely favour the interest of the licensee.". Ofgem's formulation would capture a situation where the licensee discopnnects a customer who persistently thieves energy. It is therefore unreasonable.</p> <p>(b) The fact of a likelihood of detriment is not the same as actual detriment. One carries an umbrella because of the “likelihood” of rain but that doesn’t mean it is raining ! The condition should talk of “actual detriment” rather than the likelihood of detriment which is too ambiguous.</p>	25C.3 (b)	X	X	X		X
93	Bill will become confusing with savings messages on page 1 - customers will think they can make savings on current bill	LC 31A S1.1			X		
95	Under what circumstances will we be compelled to provide TCR? Provided we don't make comparative claims, it appears we don't have to include it on voluntary marketing material.	31C.1 and 31C.2	X				
96	Can we provide incentives to transfers as well as to new customers? The answer appears to be yes espically on basis of (f)	22B.28	X				

97	Ofgem say we can offer four tariffs per meter type. But what does this mean? Is it based on the number of registers or the time pattern? If it is number of registers then E7 and E10 meters could call be within the same ceiling of 4. If it is time pattern then there would be four tariffs for E7 and 4 for E10.	22B.1 and definition of relevant arrangements in 22B.35	X				
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