

To: All holders of a gas supply licence who are relevant licence holders for the purposes of section 23(10) of the Gas Act 1986.

**GAS ACT 1986
SECTION 23(1)(b)**

MODIFICATIONS PURSUANT TO SECTION 23(1)(b) OF THE GAS ACT 1986 OF THE STANDARD CONDITIONS OF THE GAS SUPPLY LICENCE GRANTED OR TREATED AS GRANTED UNDER SECTION 7A(1) OF THE GAS ACT 1986.

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

WHEREAS:

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

2. In accordance with section 23(2) of the Act, the Gas and Electricity Markets Authority (“the Authority”) gave notice on 22 March 2013 (“the Notice”) that it proposed to make modifications to the standard conditions of the gas supply licence by:

- (a) amending standard condition 1;
- (b) amending standard condition 7A; and
- (c) inserting new standard condition 7B.

The Notice required any representations with respect to the proposed modifications to be made on or before 1 May 2013.

3. In accordance with section 23(4)(b)(ii) of the Act, the Authority sent a copy of the Notice to the Secretary of State and has not received a direction not to make the modifications.

4. The Authority received 14 representations in relation to the proposed modifications. All non-confidential representations made in relation to the proposed licence modifications are available free of charge from the Ofgem Research and Information Centre, 9 Millbank, London SW1P 3GE or from the Ofgem website at www.ofgem.gov.uk.

5. Minor changes were made to the licence drafting consulted on and these are set out in schedule 1 to this modification direction.

6. The Authority has carefully considered the representations made and, subject to the minor changes set out in schedule 1, has decided to proceed with all the modifications proposed in the Notice.

7. In accordance with section 38A of the Act, the reasons for making the licence modifications are to implement remedies for non-domestic customers pursuant to the Retail Market Review. Further details of reasons for the licence modifications are stated in the following documents:

- (a) Implementation of the Retail Market Review non-domestic proposals – decision to make licence modifications (108/13), 28 June 2013;

- (b) The Retail Market Review – Final non-domestic proposals (38/13), 22 March 2013;
- (c) The Retail Market Review – Updated proposals for businesses (134/12), 26 October 2012;
- (d) The Retail Market Review: Non-domestic Proposals (157/11), 1 December 2011;
- (e) The Retail Market Review – Findings and Initial Proposals (34/11), 21 March 2011.

These documents are available free of charge from the Ofgem Research and Information Centre, 9 Millbank, London, SW1P 3GE (020 7901 7003) or from the Ofgem website at www.ofgem.gov.uk.

8. The effects of the licence modifications are described in the following documents:

- (a) Implementation of the Retail Market Review non-domestic proposals – decision to make licence modifications (108/13), 28 June 2013; and
- (b) The Retail Market Review – Final non-domestic proposals (38/13), 22 March 2013.

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

Now therefore

In accordance with the powers contained in section 23(1)(b) of the Act, the Authority hereby modifies the standard conditions for all gas supply licences in the manner specified in schedule 3 with effect on and from the following times and dates:

Modifications	Date
Standard condition 1	On and from 00:00 on 26 August 2013.
Standard condition 7A (excluding paragraph 7A.14 of standard condition 7A)	On and from 00:00 on 31 March 2014.
Paragraph 7A.14 of standard condition 7A (for the purposes of standard condition 7A)	On and from 00:00 on 31 March 2014.
Paragraph 7A.14 of standard condition 7A (for the purposes of standard condition 7B)	On and from 00:00 on 26 August 2013.
Standard condition 7B	On and from 00:00 on 26 August 2013.

This document constitutes a notice of reasons for the decision to modify the standard conditions of the gas supply licence under section 38A of the Act.

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



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**Maxine Frerk
Partner Retail Markets & Research
Ofgem
Duly Authorised on behalf of the Gas and Electricity Markets Authority**

28 June 2013

SCHEDULE 1

MINOR CHANGES TO THE DRAFTING OF THE MODIFICATIONS FOLLOWING STATUTORY CONSULTATION

Standard condition	Change following statutory consultation	Reason for change
Paragraph 7A.10A of standard condition 7A	Insertion of "7A." before "10B" in the reference to "paragraph 10B".	Typographical error.
Sub-paragraph 7A.10B(a) of standard condition 7A	Replaced "Non-Domestic" with "Micro Business Consumer".	Consistency with references to "Micro Business Consumer Contract" elsewhere in the licence condition.
Sub-paragraph 7A.10B(b)(ii) of standard condition 7A	Replaced "Non-Domestic" with "Micro Business Consumer".	Consistency with references to "Micro Business Consumer Contract" elsewhere in the licence condition.
Sub-paragraph 7A.10B(c) of standard condition 7A	Replaced "contract" with "Micro Business Consumer Contract"	Consistency with drafting of sub-paragraph 7A.10B(c) in standard condition 7A in the electricity supply licence.
Paragraph 7A.12A of standard condition 7A	Changed text in the heading above 7A.12A. "for a period of indefinite length" replaced by "which do not include a fixed term period".	Reflects the drafting of 7A.12A more closely.
Paragraph 7A.12B of standard condition 7A	Changed text in the heading above 7A.12B. "for" replaced by "which include".	Reflects the drafting of 7A.12B more closely.

SCHEDULE 2

LIST OF RELEVANT LICENCE HOLDERS

Name	Address
Domestic & Non-Domestic	
Atlantic Gas Limited	Inveralmond House 200 Dunkeld Road Perth Perthshire PH1 3AQ Great Britain
Axis Telecom Limited	37-43 Shirethorn House Prospect Street Hull East Yorkshire HU2 8PX Great Britain
Better Energy Supply Limited	68 Musters Road West Bridgford Nottingham NG2 7PR Great Britain
British Gas Trading Limited	Millstream Maidenhead Road Windsor Berkshire SL4 5GD Great Britain
Co-Operative Energy Limited	Co-operative House

	Warwick Technology Park Gallows Hill Warwick CV34 6DA Great Britain
Countrywide Farmers Plc	Countrywide House Asparagus Way Vale Park Evesham Worcestershire WR11 1GN Great Britain
Crown Oil Limited	The Oil Centre Bury New Road Heap Bridge Bury Lancashire BL9 7HY Great Britain
Daligas Limited	178 Seven Sisters Road London N7 7PX Great Britain
Donnington Energy Limited	c/o Opus Energy Lambourne House 311-321 Banbury Road Oxford OX2 7JF

	Great Britain
Dual Energy Direct Limited	4th Floor Premium House The Esplanade Worthing West Sussex BN11 2BJ Great Britain
E.ON Energy Gas (Eastern) Limited	Westwood Way Westwood Business Park Coventry Warwickshire CV4 8LG Great Britain
E.ON Energy Solutions Limited	Westwood Way Westwood Business Park Coventry Warwickshire CV4 8LG Great Britain
Eclipse Energy Supply Limited	286A High Street Dorking Surrey RH4 1QT Great Britain
Economy Energy Trading Limited	Rapide House Siskin Parkway West Coventry

	Warwickshire CV3 4PB Great Britain
EDF Energy Customers Plc	40 Grosvenor Place Victoria London SW1X 7EN Great Britain
Energy 2 Sell Gas Supply Limited	C/O Gilmond Consulting Richmond House Richmond Hill Bournemouth BH2 6EQ Great Britain
First Utility Limited	Point 6 Opus 40 Business Park Haywood Road Warwick CV34 5AH Great Britain
Flow Energy Limited	Felaw Maltings Ground Floor 48 Felaw Street Ipswich IP2 8PN Great Britain
Gas Plus Supply Limited	Network HQ

	333 Edgware Rd London NW9 6TD Great Britain
Goldgas UK Limited	6th Floor 94-96 Wigmore Street London W1U 3RF Great Britain
Good Energy Gas Limited	Monkton Reach Monkton Hill Chippenham SN15 1EE Great Britain
Hudson Energy Supply UK Limited	Fasken Martineau LLP 17 Hanover Square London W1S 1HU Great Britain
I.C.S. 1989 Limited	1 Minster Court Tuscam Way Camberley Surrey GU15 3YY Great Britain
KAL-Energy Limited	39-43 Bridge Street Mexborough South Yorkshire

	<p>S64 8AP</p> <p>Great Britain</p>
Lovely Energy Limited	<p>72 Hawlands</p> <p>Rugby</p> <p>Warwickshire</p> <p>CV21 1LJ</p> <p>Great Britain</p>
Nationwide Electricity Limited	<p>Unit 1, Maple Court</p> <p>Maple Road</p> <p>Tankersley</p> <p>Barnsley</p> <p>South Yorkshire</p> <p>S75 3DP</p> <p>Great Britain</p>
Npower Direct Limited	<p>Windmill Hill Business Park</p> <p>Whitehill Way</p> <p>Swindon</p> <p>Wiltshire</p> <p>SN5 6PB</p> <p>Great Britain</p>
Npower Gas Limited	<p>Windmill Hill Business Park</p> <p>Whitehill Way</p> <p>Swindon</p> <p>Wiltshire</p> <p>SN5 6PB</p> <p>Great Britain</p>
Npower Northern Limited	<p>Windmill Hill Business Park</p> <p>Whitehill Way</p>

	<p>Swindon</p> <p>Wiltshire</p> <p>SN5 6PB</p> <p>Great Britain</p>
Npower Yorkshire Limited	<p>Windmill Hill Business Park</p> <p>Whitehill Way</p> <p>Swindon</p> <p>Wiltshire</p> <p>SN5 6PB</p> <p>Great Britain</p>
Open4Energy Limited	<p>8 Forty Green Drive</p> <p>Marlow</p> <p>Bucks</p> <p>SL7 2JY</p> <p>Great Britain</p>
Opus Energy Limited	<p>c/o Opus Energy</p> <p>Lambourne House</p> <p>311-321 Banbury Road</p> <p>Oxford</p> <p>OX2 7JF</p> <p>Great Britain</p>
Opus Gas Supply Limited	<p>c/o Opus Energy</p> <p>Lambourne House</p> <p>311-321 Banbury Road</p> <p>Oxford</p> <p>OX2 7JF</p> <p>Great Britain</p>
Ovo Gas Limited	<p>Wellington House</p>

	<p>Kemble Enterprise Park</p> <p>Kemble</p> <p>Cirencester</p> <p>Gloucestershire</p> <p>GL7 6BQ</p> <p>Great Britain</p>
Pan-Utility Limited	<p>Phoenix House</p> <p>Desborough Park Road</p> <p>High Wycombe</p> <p>Buckinghamshire</p> <p>HP12 3BQ</p> <p>Great Britain</p>
Scottish Hydro Electric Gas Limited	<p>Inveralmond House</p> <p>200 Dunkeld Road</p> <p>Perth</p> <p>Perthshire</p> <p>PH1 3AQ</p> <p>Great Britain</p>
Scottish Power Energy Retail Limited	<p>1 Atlantic Quay</p> <p>Robertson Street</p> <p>Glasgow</p> <p>G2 8SP</p> <p>Great Britain</p>
Seaboard Energy Gas Limited	<p>40 Grosvenor Place</p> <p>Victoria</p> <p>London</p> <p>SW1X 7EN</p> <p>Great Britain</p>

Social Ventures in Energy Limited	A J Carter & Co 22b High Street Witney Oxfordshire OX28 6RB Great Britain
Southern Electric Gas Limited	55 Vastern Road Reading RG1 8BU Great Britain
Spark Energy Supply Limited	Regent House 316 Beulah Hill Upper Norwood London SE19 3HF Great Britain
SWALEC Gas Limited	55 Vastern Road Reading RG1 8BU Great Britain
Telecom Plus PLC	Network HQ 333 Edgware Rd London NW9 6TD Great Britain
The Renewable Energy Company Limited	Unicorn House 7 Russell Street Stroud

	Gloucestershire GL5 3AX Great Britain
Total Gas & Power Limited	10 Upper Bank Street Canary Wharf London E14 5BF Great Britain
UK Healthcare Corporation Limited	Portland Buildings 127-129 Portland Street Manchester M1 4PZ Great Britain
Utilita Energy Limited	Secure House Moorside Road Winchester Hampshire SO23 7RX Great Britain
Utilita Gas Limited	Secure House Moorside Road Winchester Hampshire SO23 7RX Great Britain
Zog Energy Limited	IP-City Centre 1 Bath Street Ipswich

	IP2 8SD Great Britain
Non-Domestic	
Abacus Financial Limited	Quadrant House Floor 6 4 Thomas More Square London E1W 1YW Great Britain
Adrian Francis Associates Limited	Reedham House 31 King Street West Manchester M3 2PJ Great Britain
AMRECS LLC	44 Wall Street 12th Floor New York NY 10005 USA
Better Business Energy Limited	Unit 18 The Bridge Business Centre Beresford Way Chesterfield Derbyshire S41 9FG Great Britain
Blizzard Utilities Limited	Swan Court Waterhouse Street

	Hemel Hempstead Hertfordshire HP1 1DS Great Britain
BP Gas Marketing Limited	Chertsey Road Sunbury On Thames Middlesex TW16 7BP Great Britain
Brilliant Energy Limited	c/o Callax Limited Level 7 Tower 42 25 Old Broad Street London EC2N 1HN Great Britain
Britannia Gas Limited	Sadler House 14-16 Sadler Street Middleton Manchester M24 5UJ Great Britain
Business Energy Solutions Limited	Parkside Stand Fleetwood Town Football Club Park Avenue Fleetwood FY7 6TX Great Britain

Chevron Products UK Limited	1 Westferry Circus Canary Wharf London E14 4HA Great Britain
Cofathec Heatsave Limited	c/o Michael Booth, Stuart House Coronation Road Cressex Business Park High Wycombe Buckinghamshire HP12 3TA Great Britain
Contract Natural Gas Limited	CNG House 5 Victoria Avenue Harrogate North Yorkshire HG1 1EQ Great Britain
Corona Energy Retail 1 Limited	Edward Hyde Building 38 Clarendon Road Watford WD17 1JW Great Britain
Corona Energy Retail 2 Limited	50 Lothian Road Festival Square Edinburgh EH3 9WJ Great Britain

Corona Energy Retail 3 Limited	Edward Hyde Building 38 Clarendon Road Watford WD17 1JW Great Britain
Corona Energy Retail 4 Limited	Edward Hyde Building 38 Clarendon Road Watford WD17 1JW Great Britain
Data Energy Management Services Limited	Bentfield Place Bentfield Road Stansted Essex CM24 8HL Great Britain
Distrigas S.A.	Rue de Lindustrie 10 Brussels 1000 Belgium
Distrigaz S.A/NV	Avenue Des Arts 31 Brussels 1040 Belgium
Dong Energy Sales (UK) Limited	1-3 Strand London WC2N 5EJ Great Britain

Dong Energy Sales (UK) Limited	1-3 Strand London WC2N 5EJ Great Britain
Dong Naturgas A/S	Agern Alle 24 - 26 Horsholm 2970 Denmark
E.ON Energy Gas (North West) Limited	Westwood Way Westwood Business Park Coventry Warwickshire CV4 8LG Great Britain
E.ON UK Gas Limited	Westwood Way Westwood Business Park Coventry Warwickshire CV4 8LG Great Britain
E.ON UK Plc	Westwood Way Westwood Business Park Coventry Warwickshire CV4 8LG Great Britain
Eco Green Management Limited	6 Gainsborough Drive Leeds

	<p>LS16 7PF</p> <p>Great Britain</p>
Economy Gas Limited	<p>Universal House</p> <p>Longley Lane</p> <p>Manchester</p> <p>M22 4SY</p> <p>Great Britain</p>
EDF Trading Limited	<p>80 Victoria Street</p> <p>Cardinal Place</p> <p>3rd Floor</p> <p>London</p> <p>SW1E 5JL</p> <p>Great Britain</p>
Energy Data Company Limited	<p>Hurst House</p> <p>131-133 new London Road</p> <p>Chelmsford</p> <p>Essex</p> <p>CM2 0QT</p> <p>Great Britain</p>
Energy For Business Limited	<p>Unit 3A, Rudgate Court</p> <p>Rudgate</p> <p>Walton</p> <p>Wetherby</p> <p>West Yorkshire</p> <p>LS23 7BF</p> <p>Great Britain</p>
ENI Trading & Shipping S.P.A	<p>Via Laurentina 449</p> <p>142</p>

	Rome Italy
Eni UK Limited	ENI House 10 Ebury Bridge Road London SW1W 8PZ Great Britain
Gazprom Marketing & Trading Retail Limited	Regent's Place 2 20 Triton Street London NW1 3BF Great Britain
GDF Suez Energy UK Limited	No 1 Leeds 26 Whitehall Road Leeds West Yorkshire LS12 1BE United Kingdom
GDF Suez Marketing Limited	No 1 Leeds 26 Whitehall Road Leeds West Yorkshire LS12 1BE United Kingdom
GDF Suez Sales Limited	No 1 Leeds 26 Whitehall Road Leeds West Yorkshire

	<p>LS12 1BE</p> <p>United Kingdom</p>
GDF Suez Solutions Limited	<p>No 1 Leeds</p> <p>26 Whitehall Road</p> <p>Leeds</p> <p>West Yorkshire</p> <p>LS12 1BE</p> <p>United Kingdom</p>
ICD Gas Limited	<p>115 Craven Park Road</p> <p>London</p> <p>N15 6BL</p> <p>Great Britain</p>
International Power Fuel Company Limited	<p>Senator House</p> <p>85 Queen Victoria Street</p> <p>London</p> <p>EC4V 4DP</p> <p>Great Britain</p>
International Power Plc	<p>Senator House</p> <p>85 Queen Victoria Street</p> <p>London</p> <p>EC4V 4DP</p> <p>Great Britain</p>
J.P. Morgan Energy Europe Limited	<p>25 Bank Street</p> <p>Canary Wharf</p> <p>London</p> <p>E14 5JP</p> <p>Great Britain</p>
JP Morgan Securities Plc	<p>25 Bank Street</p>

	<p>Canary Wharf</p> <p>London</p> <p>E14 5JP</p> <p>Great Britain</p>
K O Brokers Limited	<p>Euro House</p> <p>1394 High Road</p> <p>Whetstone</p> <p>London</p> <p>N20 9YZ</p> <p>Great Britain</p>
Lourdes Associates Limited	<p>25 Maney Corner</p> <p>Sutton Coldfield</p> <p>West Midlands</p> <p>B72 1QL</p> <p>Great Britain</p>
Macquarie Bank Limited	<p>Ropemaker Place</p> <p>28 Ropemaker Street</p> <p>London</p> <p>EC2Y 9HD</p> <p>Great Britain</p>
Macquarie Commodities Finance (UK) Limited	<p>Ropemaker Place</p> <p>28 Ropemaker Street</p> <p>London</p> <p>EC2Y 9HD</p> <p>Great Britain</p>
Macquarie Factoring (UK) Limited	<p>Ropemaker Place</p> <p>28 Ropemaker Street</p> <p>London</p>

	<p>EC2Y 9HD</p> <p>Great Britain</p>
Nationwide Gas Limited	<p>3 Pegasus House</p> <p>Pegasus Court</p> <p>Olympus Avenue</p> <p>Warwick</p> <p>Warwickshire</p> <p>CV34 6LW</p> <p>Great Britain</p>
North Sea Gas Limited	<p>Wellesbourne House</p> <p>Walton Road</p> <p>Wellesbourne</p> <p>Warwick</p> <p>Warwickshire</p> <p>CV35 9JB</p> <p>Great Britain</p>
Npower Commercial Gas Limited	<p>Windmill Hill Business Park</p> <p>Whitehill Way</p> <p>Swindon</p> <p>Wiltshire</p> <p>SN5 6PB</p> <p>Great Britain</p>
Regent Gas Limited	<p>17 Metro Centre</p> <p>Britannia Way Park Royal</p> <p>London</p> <p>NW10 7PA</p> <p>Great Britain</p>
RWE Npower Plc	<p>Windmill Hill Business Park</p>

	<p>Whitehill Way</p> <p>Swindon</p> <p>Wiltshire</p> <p>SN5 6PB</p> <p>Great Britain</p>
RWE Supply and Trading GmbH	<p>St Peters House</p> <p>130 Wood Street</p> <p>London</p> <p>EC2V 6DL</p> <p>Great Britain</p>
S. C. Isramart SRL	<p>Str. Carpatilor No 55</p> <p>Bl. D19</p> <p>Sc.B</p> <p>Ap.11</p> <p>500269 Brasov</p> <p>Brasov</p> <p>Romania</p>
SmartestEnergy Limited	<p>Dashwood House</p> <p>69 Old Broad Street</p> <p>London</p> <p>EC2M 1QS</p> <p>Great Britain</p>
Société Valmy Défense 17	<p>37 Avenue du Maréchal de Lattre de Tassigny</p> <p>59350 Saint André Lez Lille</p> <p>France</p>
SSE Energy Supply Limited	<p>55 Vastern Road</p> <p>Reading</p> <p>RG1 8BU</p>

	Great Britain
Statoil (UK) Limited	1 Kingdom Street London W2 6BD Great Britain
Statoil Gas Trading Limited	1 Kingdom Street London W2 6BD Great Britain
Swift Administration Limited	52 High Street Pinner Middlesex HA5 5PW Great Britain
Team Gas and Electricity Limited	Derry Lodge 37 Leeds Road Harrogate HG2 8AY Great Britain
The Nuclear Decommissioning Authority	Herdus House Westlakes Science and Technology Park Moor Row Cumbria CA24 3HU Great Britain
The Royal Bank of Scotland Public Limited Company	36 Andrew Square Edinburgh EH2 2YB

	Great Britain
Total Energy Gas Supplies Limited	CNG House 5 Victoria Avenue Harrogate North Yorkshire HG1 1EQ Great Britain
TXU Europe (AHG) Limited	Westwood Way Westwood Business Park Coventry Warwickshire CV4 8LG Great Britain
Unigas Limited	545 Hyde Road Manchester M1Z 5NQ Great Britain
Universal Bioenergy Limited	117 Dartford Road Dartford Kent DA1 3EN Great Britain
Uttily (UK) Limited	118 Piccadilly Mayfair London W1J 7NW Great Britain
Valero Energy Limited	11 Old Jewry

	7th Floor London EC2R 8DU Great Britain
Vayu Limited	3rd Floor Macken House 39-40A Mayor Street Dublin 1 Ireland
WINGAS GmbH	Friedrich Ebert Str. 160 34119 Kassel Germany
Wingas UK Limited	Burleigh House 73-75 Sheen Road Richmond Surrey TW9 1YJ Great Britain
Winnington Networks Limited	570 - 572 Etruria Road Newcastle-under-Lyme Staffordshire ST5 0SU Great Britain
Tethra Energy Limited	Harlequin House, Clayton Road Newcastle upon Tyne NE2 4RP Great Britain

SCHEDULE 3

MODIFICATIONS PURSUANT TO SECTION 23(1)(b) OF THE GAS ACT 1986 OF THE STANDARD CONDITIONS OF THE GAS SUPPLY LICENCE GRANTED OR TREATED AS GRANTED UNDER SECTION 7A(1) OF THE GAS ACT 1986.

1. Modification to standard condition 1

The text set out below in red is to be inserted in paragraph 1.2 of standard condition 1 of the gas supply licence:

Affiliate Gas 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.

2. Modifications to standard condition 7A

The text below which is highlighted by track changes constitutes the envisaged modifications to standard condition 7A of the gas supply licence (insertions are shown by underlined text in red and deletions are shown by strikethrough text):

Condition 7A. Supply to Micro Business Consumers

Identification and treatment of Micro Business Consumers

7A.1 If the licensee intends to:

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

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

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

7A.3 The licensee must not include a term in a Micro Business Consumer Contract which enables it to terminate the Contract or apply different terms and conditions to that Contract during a fixed term period on the grounds that the Customer no longer satisfies the definition of Micro Business Consumer.

Notification of Micro Business Consumer Contract terms and other information

7A.4 Before the licensee enters into a Micro Business Consumer Contract, it must take all reasonable steps to bring the following information to the attention of the Micro Business Consumer and ensure that the information is communicated in plain and intelligible language:

- (a) a statement to the effect that the licensee is seeking to enter into a legally binding Contract with the Micro Business Consumer; and
 - (b) the Principal Terms of the proposed Contract.
- 7A.5 The licensee must ensure that all the express terms and conditions of a Micro Business Consumer Contract are:
 - (a) set out in Writing; and
 - (b) drafted in plain and intelligible language.
- 7A.6 Where the licensee enters into, or extends the duration of, a Micro Business Consumer Contract for a fixed term period, it must prepare a statement (hereafter referred to as a "Statement of Renewal Terms") which:
 - (a) is set out in Writing;
 - (b) is drafted in plain and intelligible language;
 - (c) displays the following information in a prominent manner:
 - (i) the date the fixed term period is due to end, or if that date is not ascertainable the duration of the fixed term period;
 - (ii) the Relevant Date, or if not known at the time of providing the Statement of Renewal Terms, a description of how the Relevant Date will be calculated by reference to the end of the fixed term period;
 - (iii) a statement to the effect that the Micro Business Consumer may send a notification in Writing to the licensee at any time before the Relevant Date in order to prevent the licensee from extending the duration of the Micro Business Consumer Contract for a further fixed term period and in order to terminate the Micro Business Consumer Contract with effect from the end of any fixed term period which currently applies;
 - (iv) a postal and Electronic Communication address to which the Customer may send a notification in Writing for that purpose; and
 - (v) a statement explaining the consequences of the Micro Business Consumer not renewing the Micro Business Consumer Contract or agreeing a new Contract before the Relevant Date.
- 7A.7 Where the licensee enters into or extends the duration (including the duration of any fixed term period) of a Micro Business Consumer Contract, it must take all reasonable steps to provide the Micro Business Consumer with the following information within 10 days, or do so as soon as reasonably practicable thereafter:
 - (a) a copy of all the express terms and conditions of the Micro Business Consumer Contract; and
 - (b) if the Micro Business Consumer Contract contains a fixed term period, the Statement of Renewal Terms.
- 7A.8 On or about 30 days before the Relevant Date, the licensee must provide the Micro Business Consumer with:

- (a) the Statement of Renewal Terms (unless the licensee has already prevented the Micro Business Consumer from extending the duration of the Micro Business Consumer Contract);
- (b) a copy of any relevant Principal Terms that might apply to the Micro Business Consumer after the fixed term period of the Micro Business Consumer Contract ends, including:
 - (i) terms that would apply in the event the Customer does nothing;
 - (ii) terms that would apply if the Customer sends (or has already sent) a notification in Writing before the Relevant Date to prevent renewal of the Micro Business Consumer Contract but does not appoint another supplier.

7A.9 Where pursuant to paragraph 7A.8 the licensee is required to provide a Micro Business Consumer with any relevant Principal Terms, it must ensure that the Principal Terms are:

- (a) set out in Writing; and
- (b) drafted in plain and intelligible language.

7A.10 Where pursuant to paragraph 7A.8(b) the licensee provides a Micro Business Consumer with any offers of terms that relate to Charges for the Supply of Gas, it must ensure that at least one offer is made in Writing which may be accepted at any time before the Relevant Date.

Information on Bills etc

7A.10A Where the licensee has entered into a Micro Business Consumer Contract for a fixed term period, the licensee must provide the information specified in paragraph 7A.10B on each Bill and statement of account and display that information in a prominent position and ensure that it is drafted in plain and intelligible language.

7A.10B The specified information is:

- (a) the date the fixed term period of a Micro Business Consumer Contract is due to end;
- (b) where the licensee has entered into a Micro Business Consumer Contract for a fixed term period and it may, in accordance with that Micro Business Consumer Contract, be extended for a further fixed term period:
 - (i) the Relevant Date (or, where applicable, such a later date as may be specified in the Micro Business Consumer Contract);
 - (ii) a statement to the effect that the Micro Business Consumer may send a notification in Writing to the licensee before the Relevant Date (or, where applicable, such a later date as may be specified in the Micro Business Consumer Contract) in order to prevent the licensee from extending the duration of the Micro Business Consumer Contract for a further fixed term period and in order to terminate the Micro Business Consumer Contract with effect from the end of any fixed term period which currently applies; and
- (c) where the licensee has entered into a Micro Business Consumer Contract for a fixed term period and it does not have the ability to extend that Micro Business Consumer Contract for a further fixed term period:

(i) the latest date the Micro Business Customer could give notice in order to terminate the Micro Business Consumer Contract with effect from the end of any fixed term period which currently applies; and

(ii) a statement to the effect that this is the latest date the Micro Business Customer could give notice in order to terminate the Micro Business Consumer Contract with effect from the end of any fixed term period which currently applies.

Length of notice periods in Micro Business Consumer Contracts

7A.11 The notice period for termination of a Micro Business Consumer Contract must be no longer than 90 days.

7A.12 Paragraph 7A.11 is without prejudice to the licensee's ability to enter into a Micro Business Consumer Contract with a Customer for a fixed term period which is longer than 90 days.

Termination of Micro Business Consumer Contracts which do not include which do not include a fixed term period

7A.12A Without prejudice to any notice period that complies with paragraph 7A.11, in relation to any Micro Business Consumer Contract that does not include a fixed term period, the licensee must ensure that the Micro Business Consumer is entitled to give notice to terminate the Micro Business Consumer Contract at any time.

Termination of Micro Business Consumer Contracts which include a fixed term period

7A.12B In relation to any Micro Business Consumer Contract which includes a fixed term period, the licensee must ensure that:

(a) a Micro Business Consumer is entitled to give notice of termination before the Relevant Date (or, where applicable, such a later date as may be specified in the Micro Business Supply Contract) in order to terminate the Micro Business Consumer Contract with effect from the end of any fixed term period which currently applies; and

(b) without prejudice to any notice period which complies with paragraph 7A.11, if, at the end of any fixed term period, a Micro Business Consumer is not subject to a further fixed term period, the Micro Business Consumer is entitled to give notice to terminate the Micro Business Consumer Contract at any time.

Extending the duration of Micro Business Consumer Contracts

7A.13 Where the licensee has entered into a Micro Business Consumer Contract for a fixed term period, it may only extend the duration of that Contract for a further fixed term period if:

(a) it has complied with paragraphs 7A.7 and 7A.8;

(b) the Micro Business Consumer has not sent the licensee a notification in Writing before the Relevant Date in order to prevent it from extending the duration of the Micro Business Consumer Contract for a further fixed term period and in order to terminate the Micro Business Consumer Contract with effect from the end of any fixed term period which currently applies; and

(c) the duration of the further fixed term period is 12 months or less.

Definitions for condition

7A.14 In this condition:

“Micro Business Consumer”

means a Non-Domestic Customer:

(a) which is a ~~has the meaning given to~~ “relevant consumer” (in respect of premises other than domestic premises) for the purposes of ~~in~~ article 2(1) of The Gas and Electricity Regulated Providers (Redress Scheme) Order 2008 (S.I. 2008/2268); or

(b) which has an annual consumption of gas of not more than 293,000 kWh.

“Relevant Date”

means the date which is at least 30 days, and no longer than 90 days, before the date any fixed term period of a Micro Business Consumer Contract is due to end.

3. Insertion of new standard condition 7B

The text set out below in red is to be inserted after existing standard condition 7A of the gas supply licence:

Standard Condition 7B – Customer Objective and Standards of Conduct for non-domestic supply activities

Application of standard condition

7B.1 Standard condition 7B applies to all Designated Activities in respect of a Micro Business Consumer.

Customer Objective

7B.2 The objective of this condition is for the licensee to ensure that each Micro Business Consumer is treated fairly (‘the Customer Objective’).

7B.3 For the purposes of this condition, the licensee would not be regarded as treating a Micro Business Consumer fairly if their actions or omissions:

- (a) significantly favour the interests of the licensee; and
- (b) give rise to a likelihood of detriment to the Micro Business Consumer.

Standards of Conduct

7B.4 The Standards of Conduct are that:

(a) the licensee behaves and carries out any actions in a Fair, honest, transparent, appropriate and professional manner;

(b) the licensee provides information (whether in Writing or orally) to each Micro Business Consumer 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 Micro Business Consumer 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:

(i) makes it easy for a Micro Business Consumer to contact the licensee,

(ii) acts promptly to put things right when the licensee makes a mistake, and

(iii) otherwise ensures that customer service arrangements and processes are fit for purpose and transparent.

Compliance with the Standards of Conduct

7B.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.

7B.6 In the event of a conflict between this condition and paragraph 14.2 of standard condition 14, this condition will prevail.

Exception to scope of condition

7B.7 Apart from any matters relating to Deemed Contracts, standard condition 7B does not apply in respect of the amount or amounts of any Charges for the Supply of Gas or any other type of charge.

Provision and publication of information

7B.8 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 Micro Business Consumers can expect from the licensee.

7B.9 If the licensee or any Affiliate Gas 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.

7B.10 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

7B.11 The licensee must have regard to any guidance on standard condition 7B (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

7B.12 For the purposes of this condition:

“Billing” all matters relating to the provision of a Bill or statement of account to a Customer, including the content and calculations relating to such a Bill or statement of account and the collection and use of information relating to the consumption of gas.

“Contractual Information” includes the drafting and content of a Non-domestic Supply Contract or Deemed Contract and the provision of information relating to the Non-domestic Supply Contract or Deemed Contract that applies to a Micro Business Consumer which is being supplied by the licensee.

“Customer Objective” is to be interpreted in accordance with paragraph 7B.2.

“Customer Transfers” includes, but is not limited to, any matters that relate to a Customer’s ability to change supplier and/or affect the timeframe for changing supplier (including related terms and conditions of a Non-domestic Supply Contract or Deemed Contract that applies to a Micro Business Consumer).

“Designated Activities” mean each of the following:

(a) the accuracy of a Bill or statement of Account;

(b) the timeframe for a Micro Business Consumer receiving a Bill or statement of account and the timeframe for the payment of a Bill;

(c) any written or oral communications regarding Billing or Contractual Information;

(d) Customer Transfers;

(e) any matters relating to Deemed Contracts; and

(f) any matters which fall within the scope of standard conditions 7A, 14, 14A and 21B (in so far as they relate to a Micro Business Consumer).

“Fair” and cognate expressions are to be interpreted in accordance with paragraph 7B.3.

“Micro Business Consumer” has the meaning given in standard condition 7A.

“Standards of Conduct” means one or more of sub-paragraphs 7B.4(a) to (c).

“Treating Customers Fairly Statement” is to be interpreted in accordance with paragraph 7B.8.