

Change of Supplier Expert Group (COSEG): Meeting 8

Minutes of the eighth meeting of COSEG	From	Ofgem
	Date and time of Meeting	26 February 10:30-15:30
	Location	Ofgem, 9 Millbank

1. Welcome and introduction

1.1. A full list of attendees is set out in Appendix 1. The materials presented at the meeting are published on the Ofgem website.

1.2. Ofgem welcomed attendees and ran through the progress made to date on the change of supplier project. This progress was communicated through a series of documents published in December, setting out three phases of work aimed at reforming the switching arrangements:

- 1) **Phase 1:** Work by Ofgem to secure a reliable three week switch for customers now. This included:
 - a. A consultation on strengthening the three week switching supply licence requirements and introducing new obligations to avoid ETs. Statutory consultations are expected in late March.
 - b. Workgroups to improve the COS meter read process for smart meters. The electricity workgroup (known as 'Issue 53' under the BSC) has now met three times and made very good progress. The first gas COS meter read workgroup will take place on Monday 3rd March.
- 2) **Phase 2:** Work led by Energy UK, with the aim of halving switching times by the end of this year. Strong progress has been made in developing the modifications to industry codes required to make this happen and implementation looks to be on course.
- 3) **Phase 3:** Looks at the longer term changes required to deliver fast (ie next day) and reliable switching. Ofgem thanked those that had responded to the Ofgem Request for Information to support its analysis of reform proposals. Ofgem aims to publish a consultation on these reforms in Spring. A decision on Ofgem's reform proposals is due in the Autumn.

1.3. Ofgem explained that the Department of Business, Innovation and Skills (BIS) is introducing the new Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013¹ (the "Regulations") as required to transpose the EU Consumer Rights Directive² (CRD). These regulations will apply to consumer contacts online and offline and will affect most UK retail businesses. Ofgem clarified the purpose of the meeting as a discussion to understand the impact of these regulations on all three phases of the work.

1.4. Ofgem explained that the morning session of the meeting would be used to consider the legal framework that is being introduced, including Ofgem's observations on the legal framework in which these new regulations will operate. However, Ofgem made it clear that none of the discussions should be taken as legal advice and that should anyone have any

¹ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/265898/consumer-contracts-information-cancellation-and-additional-payments-regulations-2013.pdf

² Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council.

legal concerns as to the application of these arrangements and their obligations, they should seek independent legal advice.

1.5. The afternoon session of the meeting would then be used to consider the options for managing the new regulations, including the issues that would need to be considered around returning a customer to their previous supplier when they have cancelled.

1.6. Ofgem explained its initial view that compliance with the new regulations would require changes to licences, industry codes, contract terms and conditions, customer communication and working practices.

1.7. For the purposes of the meeting, the supplier that was originally supplying a customer would be described as 'Supplier A', the supplier with whom the customer has signed a new contract would be described as 'Supplier B', and any supplier with whom the customer may, in the future, want to be supplied by, would be described as 'Supplier C'.

2. Review of legal framework for cooling off arrangements

View from Ofgem

2.1. Ofgem began by setting out the legal background to the cooling off arrangements coming in under the CRD:

- The Regulations are due to come into force on 13 June. They require a 14 calendar day cooling off period that applies to gas and electricity markets. This is longer than any cooling off period that may apply under current rules. The cooling off period cannot be waived, even if supply starts during the cooling off period.
- The cooling off period starts when a customer enters into a contract, and day 1 of the cooling off period is the day after the customer enters into the contract. Ofgem considers that a customer enters into a contract where they make a firm commitment which would result in a binding contract if no further action taken by the customer. The cooling off period can also be extended if specified information is not provided to the customer.
- The customer can cancel at any point up to and including the 14th day of the cooling off period, and the cancellation notice can be received after the end of the cooling off period, as long as the notification of cancellation has been sent within the 14 day period.
- A supplier can offer and provide supply during cooling off, but must obtain the customer's express consent before doing so.
- The new supplier can charge under express contract for supply up until cancellation has been received.
- If a customer cancels during their cooling off period they must not incur a liability. BIS guidance explains that "liability" should be interpreted in the context of the specific industry. In the spirit of the CRD, in particular the objective of ensuring that consumers are not discouraged from exercising a right of withdrawal, DECC's and Ofgem's view is that it would be appropriate for the customer to be returned to their old supplier on their previous contract terms. The alternative approach would be for a customer to be supplied under a deemed contract, imposed by legislation, with the new supplier. In DECC and Ofgem's view this would discourage customers from fast switching and exercising a right of withdrawal on the basis that customers are likely to be subject to less advantageous terms than a contract they have expressly agreed to

enter into. In DECC and BIS's view there is nothing in the Regulations or Directive that would prevent a customer from being returned to their old supplier on the previous contract terms, though BIS noted that the Regulations do not expressly require this course of action.

- A customer is exempt from charges for any supply received before specified information on cancellation is received.

Views from attendees

2.2. Attendees began by discussing the circumstances under which a customer would be considered to have entered into a contract. It was noted that a consumer would not necessarily be considered to have entered into a contract at the point at which they signed up to a switching service, for instance where the switching service later required the customer to agree to enter into a contract with a supplier. It would depend on the nature of the agreement between the supplier and the switching site, among other things. The group were supportive of Ofgem's view that the main test should be whether the customer has made a firm commitment which would result in a binding contract in the event that no further action is taken by the customer.

2.3. Attendees then discussed how commencement of the cooling off period could be impacted by the sending out of contractual terms. Ofgem and BIS expressed the view that the provision of contractual information would not determine the start of the cooling off period. The regulations require that such information must be provided before a consumer is bound by contract. The term "bound" should be interpreted as having the same meaning as "entering into a contract".

2.4. Ofgem also clarified that, whilst a cooling off period for services (such as gas and electricity supply) normally starts the day after the customer enters into the contract, there are provisions which extend the cooling off period (up to a maximum of 12 months and 14 days) where the trader has failed to provide specified information (i.e. information relating to the right to cancel required by paragraph (l) of schedule 2 to the Regulations). However, Ofgem noted that a failure to provide this specified information would mean that the trader would be breaching the regulations and therefore should not be viewed as a legitimate way of extending the cooling off period.

2.5. One attendee asked whether the date at which the cancellation form is provided determines whether or not the cooling off period needs to be extended. BIS and Ofgem felt that in respect of distance selling methods, the date at which the cancellation form is provided would not prolong the cooling off period.

2.6. With distance selling methods, information about cancellation rights could be given in different ways, such as directing customers to information on a website. However, Ofgem suggested that suppliers should enquire whether a customer would be able to access the information in this manner, e.g. whether they had internet access. Ofgem also highlighted that suppliers would need to comply with Ofgem's standards of conduct and therefore would need to consider very carefully if it was appropriate to offer to enter into a contract with a customer in circumstances where the customer was unable to have immediate access the relevant information, for example, via the internet. Ofgem also reminded suppliers of the need to comply with supply licence condition 23.1 which requires contractual information to be communicated to customers before a contract is entered into.

2.7. One attendee suggested that provision 16(4) of the Regulations³ could present a barrier to next day switching. Ofgem suggested that this requirement would be unlikely to

³ This provision requires suppliers to provide confirmation of a contract in a durable medium before performance of a service begins, where that contract is entered into by a means of distance selling.

cause issues other than for telesales and that e-mail would be sufficient for those customers who have and use email. For those customers who don't, Ofgem noted that suppliers would need to think carefully about how this could work (including exploring the possibility of sending information to a customer with a mobile phone via a text message). The group agreed that the issue would be restricted to telesales in circumstances where e-mail (or other appropriate forms of electronic communication) would not be a suitable method for communication. Some parties thought that this might lead to an exception to next day switching for some telephone sales which relied on a letter to pass on the required information.

2.8. Ofgem highlighted that in the event of a dispute over whether a cancellation had been sent by a customer, the burden of proof lay with the customer. As a result Ofgem urged suppliers and consumer groups to encourage customers to make, and retain proof of, a written cancellation (or to follow up an oral cancellation request in writing). The group noted that there are requirements under the new regulations for a supplier to confirm receipt of a notice of cancellation, where a consumer uses and submits a cancellation form via the supplier's website (regulation 32(4)). One attendee suggested that suppliers should go further, with a commitment to make customers aware that they will confirm a cancellation (in any form) where it is received. They also noted that, even though a written cancellation should be encouraged, suppliers should still accept other forms of cancellation.

2.9. The group discussed the concept of 'liability' and what it would mean to make sure that a customer who cancels during their cooling off period does not incur a liability. BIS noted that the regulations relating to cooling off periods do not explicitly require that the customer be taken back on the same terms and do not prevent deemed contracts. However Ofgem expressed the view that putting the customer on a deemed contract after cancellation could lead them to incur a liability. Ofgem said that they had reached this view through a purposive interpretation of the CRD and its reference to not dis-incentivising the use of cooling off rights (recital 47 of the CRD). DECC added that they did not believe the CRD would prevent further conditions being put in place in this context. One attendee questioned what the materiality impacts would be of going back onto a deemed contract and suggested that they might be low. Ofgem noted other EU member states (such as Spain) were taking steps to ensure that customers are moved back to their old supplier in the event of cancellation. Ofgem expressed the view that a definitive answer on the meaning of 'liability' would not be established until a case on this issue was taken to the Court of Justice of the European Court. The priority for Ofgem and the group should be in developing policy which would bring about the best outcome for customers.

2.10. Ofgem summed up discussions by explaining that there would be challenges for suppliers in ensuring that information is provided to the customer at the right time in relation to cancellation rights and contractual terms.

3. Returning a customer to their previous supplier – scoping the issues

Draft principles

3.1. Ofgem set out the following draft principles for returning a customer to their previous supplier:

Principle 1: When Supplier B receives notice of cancellation it will attempt to stop the transfer

Principle 2: Customer will be kept informed until their return has been successfully concluded

Principle 3: Supplier A will re-register the customer as quickly as possible after receiving notification from Supplier B

Principle 4: This process will not facilitate a switch to Supplier C

Principle 5: The customer will return to Supplier A on the contractual terms that would have been in place had the switch to Supplier B not taken place

Principle 6: The supplier that is responsible for industry charges (eg network and settlement) will bill the customer for supply

3.2. On principle 4, some parties thought that any new process should facilitate the customer's switch to Supplier C if that was their preference. There were different views around the room on principle 5. On principle 6 Ofgem felt that this may need to be reworded so that it was clear that the supplier responsible for customer billing also attracted the industry charges.

Issue 1 – getting the customer back quickly

3.3. Ofgem asked the group how Supplier A would know to re-register the customer and whether Supplier B or the customer would be best placed to make Supplier A aware of the cancellation. The group felt that, of the two options, Supplier B would be best positioned to make Supplier A aware.

3.4. It was suggested that in the longer term it would be preferable not to require a customer to be re-registered by Supplier A or to enter into a new contract where all the contractual information would need to be sent again. Instead it was suggested that a new process be designed where the customer is automatically transferred back to Supplier A on the original contract. One attendee said that this could be an extension of the registration withdrawal process being developed in electricity and would be initiated by Supplier B.

3.5. Ofgem reminded the group that the new cooling off rules are coming into place in June and asked what suppliers would need to do by this date to ensure that they are complying with the Regulations. One attendee suggested that in the short-term, customers would not be transferred within the cooling off period, so the scale of the problem would be limited. It was suggested that the Customer Service Returners (CSR) process could be used in the short-term and that this should be able to cope with the limited volumes anticipated.

3.6. The group discussed the existing CSR arrangements. In electricity, where Supplier B is subject to a one unit advance in settlement for the period for which they are supplier, this means that industry charges are paid by Supplier A who also bills the customer. Ofgem noted the potential in gas for a possible mismatch between a supplier's exposure to settlement and network charges and their ability to bill the customer. It was agreed that in the long term it would be important to develop a solution where the supplier who bills the customer, also faces the appropriate industry charges. In its potential capacity as an interim solution, Ofgem emphasised that industry would need to look further into how the existing CSR process is operated and ensure that it is fit for purpose. They also noted that Ofgem, BIS, and DECC would welcome the opportunity to support any work on this.

3.7. One attendee raised a question about the potential impacts of collective switching and large volumes of people switching followed by a volume of cancellations. The group considered that the volumes were unlikely to be very large but that it would be important for the supplier taking on large volumes of customers to be able to manage the subsequent cancellations.

Issue 2 – reinstating the customer contract

3.8. Ofgem reinforced its view that the customer should go back to Supplier A on the contractual terms they would have been on had they not switched. Ofgem suggested that this could be facilitated by modifying the supply licence conditions. This modification would require suppliers to put terms in their customer contracts such that, in the event a cancellation with Supplier B, Supplier A's contract would be reinstated (e.g. by treating cancellation of the contract as ineffective).

3.9. One attendee agreed with the principle and suggested that suppliers should be left to determine the exact wording of the clause that is entered into their contracts (and that this would be important for suppliers that have contracts subject to Scottish law).

3.10. Ofgem asked if there were any circumstances where the principle of putting the customer back on the contractual terms they would have been on had they not switched, would be a concern.

3.11. Attendees pointed out that the RMR 'dead tariffs' arrangements may be a barrier. Ofgem said that tweaks may need to be made to licences and codes to support the proposed policy approach on cooling off.

3.12. Attendees suggested that there may be difficulties where the meter has been exchanged on change of supplier. Whilst the likely incidence was suspected to be low, the group felt this would be an important issue to consider. Ofgem noted that this would also be relevant to consider in the context of the interim use of the CSR process.

3.13. One attendee noted that suppliers will incur costs as a result of the proposed arrangements; Supplier B will incur costs for cancelling the contract, and Supplier A will incur costs for taking their old customer back. They questioned whether it was appropriate for these costs to be passed on to the customer. They highlighted that without direct pass through, these costs would be smeared across the whole customer base. Ofgem reiterated that European legislation requires that the customer does not incur a liability as a result of cancelling.

3.14. The attendee suggested they would be more comfortable with moving the customer to a deemed/new contract with Supplier A as the costs of doing this would be lower than Ofgem's proposed solution where the transfer would have to be unpicked. Ofgem noted that the group had suggested a longer term solution where the customer is automatically transferred back. It was noted that in this scenario, moving the customer to a third supplier or a deemed contract may actually be more difficult.

3.15. Ofgem asked what the current contractual arrangements were under the CSR process. Suppliers agreed to take this away to confirm.

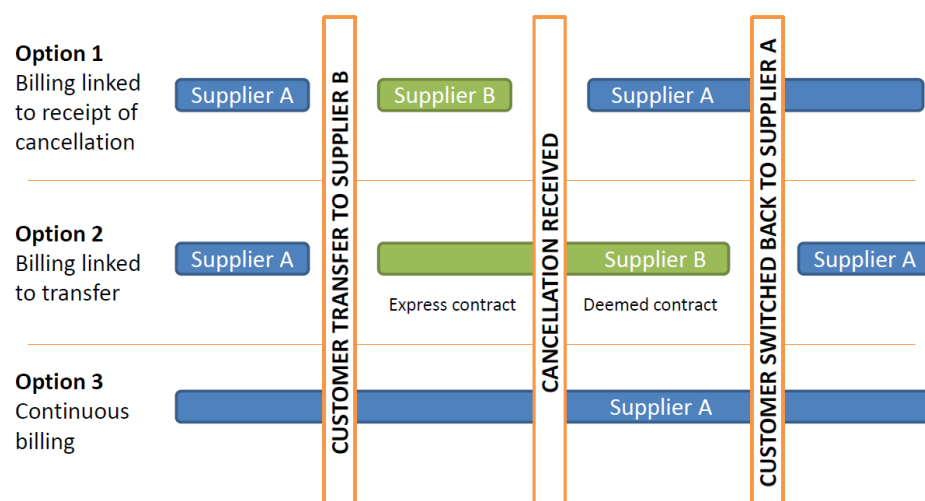
Action: Suppliers

3.16. Finally, some attendees suggested that the customer could be given the option of transferring back onto their old contract, or moving to a deemed contract or a contract with a new supplier.

Issue 3 – Customer billing options

3.17. Ofgem presented options for managing customer billing:

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3.18. The group began by discussing the current legal framework. One attendee suggested that under existing legislation/codes, obligations exist for supplier B to be the one who supplies energy during the period up until a further switch takes place. Another attendee suggested that under regulation 36(4) of the Regulations, a consumer must pay a trader the appropriate amount for the period for which they are supplier. These provisions pointed to option 2.

3.19. In relation to these concerns, Ofgem explained that, in line with the suggested licence modification discussed in paragraph 3.8, arrangements could be made such that (i) Supplier B's contract is effectively treated as though it had never existed and Supplier A's contract is reinstated at cancellation to cover the whole period of supply (option 3); or (ii) alternatively that Supplier A's contract is reinstated at the point of cancellation on a forward looking basis and thereby preventing a deemed contract from being capable of existing with Supplier B (option 1). Ofgem reiterated that it was important for the group to think beyond the current arrangements, to work out the best outcome for customers.

3.20. Ofgem highlighted that it did not agree with the view that regulation 36(4) meant that a supplier had to obtain payment from a customer, but rather that the provision was intended to be permissive and allow Supplier B to request charges from the customer in this circumstance.

3.21. The group agreed that the process should not be an opportunity for customers to avoid paying for consumption. Option 2 was seen to best fit with industry processes and option 3 was seen as most similar to CSR or ET processes. One attendee was concerned that options 1 and 2 presented timing difficulties and that it would not be feasible to chase debt for a short period of supply (eg a matter of days) because of the administrative costs.

3.22. Another attendee flagged the current inter-shipper disputes process in the non-domestic market, where suppliers liaise with one another to redistribute money as appropriate. The group considered that this type of outcome would be needed to enable option 3. In this scenario, Supplier A would bill and pass the appropriate payment onto Supplier B to cover settlement, network and all other industry charges. One attendee was concerned that this would confuse customers and that they would only be willing to pay their registered supplier. Ofgem asked the group if this arrangement mirrors the current CSR process at the moment. Suppliers agreed to take this away to confirm.

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3.23. Finally, Ofgem noted an additional complication for smart meters. It explained that on smart change of supplier, the meter is likely to be reconfigured on SSD. For this reason

the meter configuration will mirror the contracts held with the registered supplier at that point in time. In the absence of half hourly data, the group foresaw issues for Supplier A in trying to determine accurate customer charges under options 1 or 3 without the appropriate meter configurations. One attendee explained that this is an issue for erroneous transfers as well and that they are considering raising a modification now to address this issue. As a result the group agreed that this is a more general issue which will need to be considered soon.

3.24. One attendee noted that a crucial question for the process as a whole would be whether it is envisaged as a 'switch back', something akin to the ET process where it is as if the transfer never took place, or a switch to a deemed contract. The view was that an answer to this question would enable the group to answer a lot of subsequent questions about how the process would be managed.

Issue 4 – Industry charges

3.25. The group had no further comment to make on this section.

Issue 5 – Customer account management

3.26. Ofgem asked the group what issues Supplier A could have in reinstating the customer contract.

3.27. One attendee came back to the issue of dead tariffs and explained that they didn't think that the existing rules under RMR would need to be changed. They suggested that Supplier A would not be offering or selling their old tariff to the customer, and that instead it would effectively be a continuation of existing contracts. They did however have a concern with the RMR fixed term rules. In particular, requirements for customers to be moved onto the cheapest evergreen contract at the end of a fixed term period (SLC 22C.7) and for the supplier to continue to charge the original fixed term price where a customer is switching supplier (SLC 24.9). They were unsure as to what this would mean if a customer then returned to Supplier A.

3.28. One respondent considered that there were unlikely to be cooling off issues where debt assignment had been agreed. The current operation of the debt assignment arrangements require the customer and suppliers to agree to the assignment of debt after an objection. It is therefore very likely that the cooling off period would have expired before any debt assignment had taken place.

3.29. Ofgem questioned the assumptions around when a contract is considered to end. Ofgem suggested that the current practice was that Supplier A treated the receipt of a loss notification from the registration service as contract termination. However Ofgem queried whether, in line with the approach described in paragraph 3.8, it could be considered that although supply has ceased, the contract still exists and could be reinstated were supply to start again within a reasonable period.

3.30. One attendee raised a concern that, if a customer needed to be switched back as if they had never left, this could drive suppliers to delay issuing a final bill until after the end of the cooling off period. In this event, there would be a conflict with proposals discussed at COSEG around issuing closing bills on a more timely basis.

3.31. Finally, attendees raised two further issues to include within the scope of any further work; firstly what would happen in the event a customer cancelled half of a dual fuel deal and the repercussions for their contract with the other fuel, and secondly how any process would interact with the Warm Home Discounts Scheme.

Issue 6 – Customer information

3.32. The group discussed how to make sure customers are aware of the process and what they can expect. Suppliers took an action to look into how this is managed for CSRs.

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Issue 7 – Metering issues

3.33. Ofgem presented a range of questions around how agent appointment might best be managed in the event of customer transfers, and subsequent cancellations during the cooling off period.

3.34. One attendee noted that agent appointment is the biggest challenge here and that de-appointment should not be a significant cause of concern. They added that MOP appointment remains a priority, given the role MOPs play in meter safety.

3.35. An Ofgem representative asked the group about DCP 127 and gas-first smart meter installations. They asked whether there were any instances in which this could present issues for next day switching, e.g. in the event of the need for Supplier B to appoint a MAM who is signed up to MOCOPA under the DCUSA and SPAA arrangements. The group did not consider that this would present a barrier.

3.36. A number of members from the group felt that agent appointment might be a bigger issue for customer billing options 1 and 2, where additional meter reads could be necessary to support the proposed billing arrangements.

3.37. Ofgem described the idea of developing a more efficient way of managing 'backing out' agent appointment. It was suggested that the registration system could reset agent allocations to match those held at SSD-1, with all relevant parties being notified, with this eventuality being provided for in contracts between suppliers and their agents. Attendees observed that 'backing out' is a very specific term and that this sort of arrangement would be better termed by a different name.

3.38. A number of attendees explained that it would not be possible to retrospectively change agent IDs. All parties would need to be clear about the period for which they were the liable agent, and settlement systems would need to match registration systems at all times. Ofgem explained that the suggested approach needn't involve retrospectively amending agent identities on central systems, but simply having an automatic process for reverting to the SSD-1 agents from a defined point onwards.

3.39. Attendees felt that some arrangement of this kind could be possible with central registration systems, and would make managing agent appointment in the cooling off period simpler.

3.40. Attendees agreed that, in the absence of a more radical solution of this kind, it would be possible to use the CP1405 timelines to quickly reappoint Supplier A's agents. It would be preferable to wait until Supplier B's agents had first been appointed before doing this.

3.41. Ofgem asked what changes would be necessary to ensure that Supplier A's agents retained the MTDs and consumption history for the meter point for long enough to allow them to perform their role if reappointed following a customer cancellation with Supplier B. The group noted that the old agents are already required to retain this information for a number of months for settlement purposes.

4. Next steps

4.1. Given its preference to use the CSR as an interim solution, Ofgem asked the group how best to review the existing CSR arrangements to ensure they are fit for purpose.

4.2. One attendee suggested that this should be led by Energy UK and noted its recent success in delivering faster switching. They also felt that industry was well placed to work together to identify how industry systems could best be reformed to deliver objectives around cooling off.

4.3. One attendee felt that it would be most appropriate to ask the SPAA Executive Committee and MRA Executive Committee to undertake this work. This would ensure its widest possible visibility. Another attendee felt a SPAA and MRA workgroup would be the best forum but that Energy UK should be involved in thinking about initial policy principles. Some group members thought that Ofgem should seek to commission industry work by writing to the appropriate code Panels.

4.4. Ofgem said that it, BIS and DECC would be willing to support further industry work in this area.

4.5. Ofgem explained that it would be important to get an early steer from any industry workgroup on whether licence conditions would be needed to support its arrangements for managing contract cancellations. It noted that it can take 6-9 months to modify the licence requirements.

4.6. Ofgem asked attendees if there were any outstanding questions which would need to be answered before early work could commence on delivering switching within the cooling off window and if there was merit in holding further COSEG meetings to discuss industry developments with a wider audience. It also noted that robust cooling off arrangements would need to be a key building block of any longer term reforms to deliver very fast (eg next day) switching and COSEG could be used as a vehicle to further develop these arrangements.

5. Note of discussions following this meeting

5.1. Energy UK has agreed to undertake initial work on the interaction between the new cooling off arrangements that come into force in June and the switching process. With respect to the short term (i.e. to identify if industry arrangements are fit for purpose from June, and will remain so after the changes to halve switching timescales are introduced from next June) it will review the existing Customer Service Returners (CSR) process.

5.2. To better understand some of the challenges associated with the longer term ambition for switching during the cooling off period, Energy UK is also investigating some of the regulatory and contractual questions around what would happen if the customer cancelled during that cooling off period. The intention is to feed the output of this longer term work into COSEG.

Appendix 1 – Attendees

Adam Carden	SSE
Alun Rees	Energy UK
Andy Baugh	Npower
Camilla Oakley	British Gas
Caroline O'Leary*	Cornwall Energy
Dawn Armstrong	DECC
Eric Wilson*	Scottish Power
Fiona Cochrane	Which?
Gareth Evans	Waters Wye Associates Limited
Gillian Cooper	Consumer Futures
James Morris	BIS
Jenni Lucas-Williams*	Consumer Futures
Jon Spence	Elexon
Kevin Werry	Laurasia
Kevin Woollard	British Gas
Pamela Mowat*	Scottish Power
Paul Gath	ElectraLink
Paul Orsler	Xoserve
Paul Saker	EDF Energy
Rachael Mottram	Gemserv
Robert Higgs	First Utility
Ross Palmer	DECC
Stella D'Italia	BIS
Tony Thornton	Gemserv

Ofgem: Nigel Nash, Andrew Wallace, Paul Huffer, Matthew Craddock, Fiona Alexander, Rachel Hay

Apologies:

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Glenn Sheern	Eon
Jackie Street	Small Suppliers Forum
Joanna Ferguson	Northern Gas Networks