

**To: All holders of an electricity supply licence who are relevant licence holders for the purposes of section 11A(10) of the Electricity Act 1989**

**NOTICE UNDER SECTION 11A(2) OF THE ELECTRICITY ACT 1989**

The Gas and Electricity Markets Authority (the Authority) hereby gives notice pursuant to section 11A(2) of the Electricity Act 1989 (the Act) as follows:

1. The Authority proposes to modify all electricity supply licences granted or treated as granted under section 6(1)(d) of the Act by modifying standard licence condition 31D Temporary provisions for White Label Tariffs. The full text of the proposed modification is set out in the Schedule to this Notice.
2. The reasons why the Authority proposes to make this licence modification have been published by the Authority in the following documents:
  - a) Final proposals on the treatment of white label providers in the domestic retail market – 20 February 2015
  - b) Treatment of White Label Providers in the Domestic Retail Market – 11 September 2014
  - c) White Label Providers – Cover Letter for Directions, 13 August 2014
  - d) White Label Providers – Stakeholder Event Minutes, 13 August 2014
  - e) White Label Providers – Call for Evidence, 7 March 2014
3. The effects of the proposed modification are described in the documents referred to in paragraph 2 of this Notice and, in particular, the following documents:
  - a) Final proposals on the treatment of white label providers in the domestic retail market – 20 February 2015
  - b) Treatment of White Label Providers in the Domestic Retail Market – 11 September 2014
4. A copy of the proposed modification and other documents referred to in this Notice have been published and are available on the Ofgem website ([www.ofgem.gov.uk](http://www.ofgem.gov.uk)).
5. Any representations with respect to the proposed licence modification must be made on or before 20 March 2015 to: Adhir Ramdarshan, Office of Gas and Electricity Markets, 9 Millbank, London, SW1P 3GE or by email to [white.labels@ofgem.gov.uk](mailto:white.labels@ofgem.gov.uk).
6. All responses will normally be published on Ofgem's website. However, if respondents do not wish their response to be made public then they should clearly mark their response as not for publication. Ofgem prefers to receive responses in an electronic form so they can be placed easily on the Ofgem website.
7. If the Authority decides to make the proposed modification it will take effect not less than 56 days after the decision is published.



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**NEIL BARNES**  
**Duly authorised on behalf of the**  
**Gas and Electricity Markets Authority**  
**20 February 2015**

## Schedule

### Condition 31D. ~~Temporary provisions for White Label Tariffs~~

#### Treatment of restrictions on Tariff numbers

31D.1 For the purposes of this condition the White Label Tariff Provider and any Subsidiary, Holding Company or Subsidiary of a Holding Company of the White Label Tariff Provider are treated as one White Label Tariff Provider.

31D.1A ~~Sub-paragraph 22B.2 (b) of standard condition 22B does not apply to a White Label Tariff.~~Where the licensee has White Label Tariffs, paragraphs 22B.2 (b) and (c) of standard condition 22B are replaced with the following paragraphs:

(b) with the exception of White Label Tariffs and subject to paragraph 22B.2C, in any Region, the licensee must ensure that no more than four of its Core Tariffs are available to a Domestic Customer at any time in relation to:

(i) any Category A Metering Arrangement;

(ii) any Category B Metering Arrangement;

(iii) any Category C Metering Arrangement;

(iv) any Category D Metering Arrangement; or

(v) any Category E Metering Arrangement.

(bb) in respect of White Label Tariffs and subject to paragraph 22B.2C, in any Region, the licensee must ensure that no more than four Core Tariffs of the same White Label Tariff Provider are available to a Domestic Customer at any time in relation to:

(i) any Category A Metering Arrangement;

(ii) any Category B Metering Arrangement;

(iii) any Category C Metering Arrangement;

(iv) any Category D Metering Arrangement; or

(v) any Category E Metering Arrangement.

(c) with the exception of White Label Tariffs, in any Region the licensee must not use more than one Tariff Name for each of its Core Tariffs at any time;

(cc) in respect of White Label Tariffs, in any Region the licensee must not use more than one Tariff Name for each White Label Tariff of the same White Label Tariff Provider at any time.

31D.1B Where the licensee has White Label Tariffs, paragraph 22B.2A of standard condition 22B is replaced with the following paragraph:

22B.2A With the exception of White Label Tariffs, for the purposes of 22B.2(b) the expression "available to" is to be read as including (but is not necessarily

limited to) circumstances where a Domestic Customer is able to enter into a Domestic Supply Contract for, or be supplied on the basis of, a Core Tariff.

22B.2AA In respect of White Label Tariffs, for the purposes of 22B.2 (bb) the expression "available to" is to be read as including (but is not necessarily limited to) circumstances where a Domestic Customer is able to enter into a Domestic Supply Contract for, or be supplied on the basis of, a Core Tariff of the same White Label Tariff Provider.

## **Treatment of Dual Fuel Discounts**

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

22B.5 With the exception of White Label Tariffs, the licensee must ensure that any Dual Fuel Discount is:

- (a) a Discount of a precise monetary amount that is Continuously Applied on a daily basis;
- (b) (if the licensee wishes to offer a Dual Fuel Discount) offered and available with all the licensee's Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (c) subject to the same terms and conditions throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (d) of the same monetary amount throughout Great Britain in respect of all Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (e) not expressed as a percentage; and
- (f) subject to paragraph 22B.24, only presented as a monetary amount in pounds sterling per year.

22B.5A In respect of White Label Tariffs, the licensee must ensure that any Dual Fuel Discount used in respect of a White Label Tariff of the same White Label Tariff Provider is:

- (a) a Discount of a precise monetary amount that is Continuously Applied on a daily basis;
- (b) (if the licensee wishes to offer a Dual Fuel Discount for White Label Tariffs) offered and available with all the licensee's White Label Tariffs of the same White Label Tariff Provider which are Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (c) subject to the same terms and conditions throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (d) of the same monetary amount throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (e) not expressed as a percentage; and

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

### **Treatment of Online Account Management Discounts**

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

22B.6 With the exception of White Label Tariffs, the licensee must ensure that any Online Account Management Discount is:

- (a) a Discount of a precise monetary amount that is Continuously Applied on a daily basis;
- (b) (if the licensee wishes to offer an Online Account Management Discount) offered and available with all the licensee's Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (c) subject to the same terms and conditions throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (d) of the same monetary amount throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (e) not expressed as a percentage; and
- (f) subject to paragraph 22B.24, only presented as a monetary amount in pounds sterling per year.

22B.6A In respect of White Label Tariffs, the licensee must ensure that any Online Account Management Discount used in respect of a White Label Tariff of the same White Label Tariff Provider is:

- (a) a Discount of a precise monetary amount that is Continuously Applied on a daily basis;
- (b) (if the licensee wishes to offer an Online Account Management Discount for White Label Tariffs) offered and available with all the licensee's White Label Tariffs of the same White Label Tariff Provider which are Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (c) subject to the same terms and conditions throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (d) of the same monetary amount throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (e) not expressed as a percentage; and
- (f) subject to paragraph 22B.24 only presented as a monetary amount in pounds sterling per year.

### **Treatment of adjustments for payment methods**

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

22B.7 With the exception of White Label Tariffs, the licensee must ensure that any differences in the Charges for Supply of Electricity as between payment methods:

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

22B.7A In respect of White Label Tariffs, the licensee must ensure that any differences in the Charges for Supply of Electricity as between payment methods that apply in respect of a White Label Tariff of the same White Label Tariff Provider:

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

### **Treatment of Bundled Products**

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

22B.10 With the exception of White Label Tariffs, for the purposes of paragraphs 22B.12, 22B.14 and 22B.15, a Bundled Product (including a Bundled Product which constitutes a Discount) would not be regarded as having similar

Features to another Bundled Product where the Bundled Product also includes one or more distinct additional Features.

22B.10A In respect of White Label Tariffs, for the purposes of paragraphs 22B.12AA, 22B.14AA and 22B.15A, a Bundled Product (including a Bundled Product which constitutes a Discount) would not be regarded as having similar Features to another Bundled Product where the Bundled Product also includes one or more distinct additional Features.

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

22B.11 With the exception of White Label Tariffs, the licensee may use any one particular Tied Bundle (including a Bundled Product which constitutes a Discount) as a mandatory part of any selection of its Core Tariffs.

22B.11A In respect of White Label Tariffs, the licensee may use any one particular Tied Bundle (including a Bundled Product which constitutes a Discount) as a mandatory part of any selection of its White Label Tariffs of the same White Label Tariff Provider.

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

22B.12 With the exception of White Label Tariffs, where pursuant to paragraph 22B.11, a particular Tied Bundle is a mandatory part of any selection of its Core Tariffs, the licensee must not:

- (a) use any additional Tied Bundles with those Core Tariffs; and
- (b) use a Tied Bundle with similar Features to any Optional Bundle used with any Core Tariffs.

22B.12AA In respect of White Label Tariffs, where pursuant to paragraph 22B.11A, a particular Tied Bundle is a mandatory part of any selection of its White Label Tariffs of the same White Label Tariff Provider, the licensee must not:

- (a) use any additional Tied Bundles with those White Label Tariffs; and
- (b) use a Tied Bundle with similar Features to any Optional Bundle used with White Label Tariffs of the same White Label Tariff Provider.

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

22B.12A With the exception of White Label Tariffs, where, pursuant to paragraph 22B.11, the licensee uses a Tied Bundle (including a Bundled Product which constitutes a Discount) with any selection of its Core Tariffs, the licensee must ensure that the Tied Bundle is available to all Domestic Customers which are subject to those Core Tariffs.

22B.12AB In respect of White Label Tariffs, where, pursuant to paragraph 22B.11A, the licensee uses a Tied Bundle (including a Bundled Product which constitutes a Discount) with any selection of its White Label Tariffs of the same White Label Tariff Provider, the licensee must ensure that the Tied Bundle is available to all Domestic Customers which are subject to those White Label Tariffs.

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

22B.13 With the exception of White Label Tariffs, the licensee may offer Optional Bundles (including a Bundled Product which constitutes a Discount) with all their Core Tariffs (including a Core Tariff which has a Tied Bundle as a mandatory part of it) throughout Great Britain and may restrict the number of Optional Bundles a Domestic Customer may choose to receive.

22B.13A In respect of White Label Tariffs, the licensee may offer Optional Bundles (including a Bundled Product which constitutes a Discount) with all their White Label Tariffs of the same White Label Tariff Provider (including a White Label Tariff which has a Tied Bundle as a mandatory part of it) throughout Great Britain and may restrict the number of Optional Bundles a Domestic Customer may choose to receive.

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

22B.14 With the exception of White Label Tariffs, where pursuant to paragraph 22B.13, an Optional Bundle is offered with all Core Tariffs (including a Core Tariff which has a Tied Bundle as a mandatory part of it) throughout Great Britain, the licensee must not offer or use an Optional Bundle with similar Features to another Optional Bundle or a Tied Bundle used with any Core Tariffs.

22B.14AA In respect of White Label Tariffs, where pursuant to paragraph 22B.13A, an Optional Bundle is offered with all White Label Tariffs of the same White Label Tariff Provider (including a White Label Tariff which has a Tied Bundle as a mandatory part of it) throughout Great Britain, the licensee must not offer or use an Optional Bundle with similar Features to another Optional Bundle or a Tied Bundle used in respect of White Label Tariffs of the same White Label Tariff Provider.

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

22B.14A With the exception of White Label Tariffs, where, pursuant to paragraph 22B.13, the licensee offers an Optional Bundle (including a Bundled Product which constitutes a Discount) with all Core Tariffs, the licensee must ensure that the Optional Bundle is available to all Domestic Customers which are subject to those Core Tariffs.

22B.14AB In respect of White Label Tariffs, where, pursuant to paragraph 22B.13A, the licensee offers an Optional Bundle (including a Bundled Product which constitutes a Discount) with all White Label Tariffs of the same White Label Tariff Provider, the licensee must ensure that the Optional Bundle is available to all Domestic Customers which are subject to those White Label Tariffs.

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

22B.15 With the exception of White Label Tariffs, the licensee must ensure that, throughout Great Britain, each Bundled Product (including a Bundled Product which constitutes a Discount and a Bundled Product which is subject to paragraph 22B.28):

- (a) contains the same terms and conditions and is of the same monetary amount (or, where paragraph 22B.26 applies, of the same methodology) in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs for every Bundled Product which has similar Features to another Bundled Product;
- (b) is not:
  - (i) pounds sterling or any currency of any other country;
  - (ii) capable of being directly redeemed (rather than sold) for pounds sterling or any currency of any other country;
  - (iii) in any way applied to (rather than incorporated within) a Unit Rate or Standing Charge; and
  - (iv) in any way capable of being applied to a Unit Rate or Standing Charge by a Domestic Customer;
- (c) is not expressed as a percentage; and
- (d) subject to paragraph 22B.24, is only presented as a monetary amount in either:
  - (i) pounds sterling per year; or
  - (ii) pence per kWh.

22B.15A In respect of White Label Tariffs, the licensee must ensure that, throughout Great Britain, each Bundled Product (including a Bundled Product which constitutes a Discount and a Bundled Product which is subject to paragraph 22B.28) used in respect of a White Label Tariff of the same White Label Tariff Provider:

- (a) contains the same terms and conditions and is of the same monetary amount (or, where paragraph 22B.26 applies, of the same methodology) in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs for every Bundled Product which has the same or similar Features to another Bundled Product;
- (b) is not:
  - (i) pounds sterling or any currency of any other country;
  - (ii) capable of being directly redeemed (rather than sold) for pounds sterling or any currency of any other country;
  - (iii) in any way applied to (rather than incorporated within) a Unit Rate or Standing Charge; and
  - (iv) in any way capable of being applied to a Unit Rate or Standing Charge by a Domestic Customer;
- (c) is not expressed as a percentage; and
- (d) subject to paragraph 22B.24, is only presented as a monetary amount in either:



- (i) pounds sterling per year; or
- (ii) pence per kWh.

### **Treatment of Reward Points Discounts**

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

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

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

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

22B.19 With the exception of White Label Tariffs, the licensee may use any one particular Tied Reward Points Discount as a mandatory part of any selection of its Core Tariffs.

22B.19A In respect of White Label Tariffs, the licensee may use any one particular Tied Reward Points Discount as a mandatory part of any selection of its White Label Tariffs of the same White Label Tariff Provider.

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

22B.20 With the exception of White Label Tariffs, where pursuant to paragraph 22B.19, a particular Tied Reward Points Discount is a mandatory part of any selection of its Core Tariffs, the licensee must not:

- (a) use any additional Tied Reward Points Discounts as a mandatory part of those Core Tariffs; and
- (b) use a Tied Reward Points Discount with similar Features to any Optional Reward Points Discount used with any Core Tariffs.

22B.20AA In respect of White Label Tariffs, where pursuant to paragraph 22B.19A, a particular Tied Reward Points Discount is a mandatory part of any selection of its White Label Tariffs of the same White Label Tariff Provider, the licensee must not:

- (a) use any additional Tied Reward Points Discounts as a mandatory part of those White Label Tariffs; and
- (b) use a Tied Reward Points Discount with similar Features to any Optional Reward Points Discount used with any White Label Tariffs of the same White Label Tariff Provider.

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

- 22B.20A With the exception of White Label Tariff, where, pursuant to paragraph 22B.19, the licensee uses a Tied Reward Points Discount with any selection of its Core Tariffs, the licensee must ensure that the Tied Reward Points Discount is available to all Domestic Customers which are subject to those Core Tariffs.
- 22B.20AB In respect of White Label Tariffs, where, pursuant to paragraph 22B.19A, the licensee uses a Tied Reward Points Discount with any selection of its White Label Tariffs of the same White Label Tariff Provider, the licensee must ensure that the Tied Reward Points Discount is available to all Domestic Customers which are subject to those White Label Tariffs.
- 31D.14 Where the licensee has White Label Tariffs, paragraph 22B.21 of standard Condition 22B is replaced with the following paragraphs:
- 22B.21 With the exception of White Label Tariffs, the licensee may offer Optional Reward Points Discounts with all Core Tariffs throughout Great Britain and may restrict the number of Reward Points Discounts a Domestic Customer may choose to receive.
- 22B.21A In respect of White Label Tariffs, the licensee may offer Optional Reward Points Discounts with all White Label Tariffs of the same White Label Tariff Provider throughout Great Britain and may restrict the number of Reward Points Discounts a Domestic Customer may choose to receive.
- 31D.15 Where the licensee has White Label Tariffs, paragraph 22B.22 of standard Condition 22B is replaced with the following paragraphs:
- 22B.22 With the exception of White Label Tariffs, where, pursuant to paragraph 22B.21, an Optional Reward Points Discount is offered with all Core Tariffs throughout Great Britain, the licensee must not offer or use an Optional Reward Points Discount with similar Features to another Optional Reward Points Discount or Tied Reward Points Discount used with any Core Tariffs.
- 22B.22AA In respect of White Label Tariffs, where, pursuant to paragraph 22B.21A, an Optional Reward Points Discount is offered with all White Label Tariffs of the same White Label Tariff Provider throughout Great Britain, the licensee must not use an Optional Reward Points Discount with similar Features to another Optional Reward Points Discount or Tied Reward Points Discount used with any White Label Tariff of the same White Label Tariff Provider.
- 31D.15A Where the licensee has White Label Tariffs, paragraph 22B.22A of standard Condition 22B is replaced with the following paragraphs:
- 22B.22A With the exception of White Label Tariffs, where, pursuant to paragraph 22B.21, the licensee offers an Optional Reward Points Discount with all Core Tariffs, the licensee must ensure that the Optional Reward Points Discount is available to all Domestic Customers which are subject to those Core Tariffs.
- 22B.22AB In respect of White Label Tariffs, where, pursuant to paragraph 22B.21A, the licensee offers an Optional Reward Points Discount all White Label Tariffs of the same White Label Tariff Provider, the licensee must ensure that the Optional Reward Points Discount is available to all Domestic Customers which are subject to those White Label Tariffs.

31D.16 Where the licensee has White Label Tariffs, paragraph 22B.23 of standard Condition 22B is replaced with the following paragraphs (including a Reward Points Discount which is subject to paragraph 22B.28):

22B.23 With the exception of White Label Tariffs, the licensee must ensure that each Reward Points Discount used:

- (a) subject to paragraph 22B.28, is Continuously Applied on a daily or per kWh basis;
- (b) is subject to the same terms and conditions and of the same amount of points throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs for every Reward Points Discount which has the same or similar Features to another Reward Points Discount (excluding Reward Points Discounts with distinct additional Features);
- (c) is not:
  - (i) pounds sterling or any currency of any other country;
  - (ii) capable of being directly redeemed (rather than sold) for pounds sterling or any currency of any other country;
  - (iii) in any way applied to (rather than incorporated within) a Unit Rate or Standing Charge; and
  - (iv) in any way capable of being applied to a Unit Rate or Standing Charge by a Domestic Customer; and
- (d) is not expressed as a percentage.

22B.23A In respect of White Label Tariffs, the licensee must ensure that each Reward Points Discount used in respect of a White Label Tariff of the same White Label Tariff Provider (including a Reward Points Discount which is subject to paragraph 22B.28A):

- (a) subject to paragraph 22B.28A, is Continuously Applied on a daily or per kWh basis;
- (b) is subject to the same terms and conditions and of the same amount of points throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs for every Reward Points Discount which has the same or similar Features to another Reward Points Discount (excluding Reward Points Discounts with distinct additional Features);
- (c) is not:
  - (i) pounds sterling or any currency of any other country;
  - (ii) capable of being directly redeemed (rather than sold) for pounds sterling or any currency of any other country;
  - (iii) in any way applied to (rather than incorporated within) a Unit Rate or Standing Charge; and

(iv) in any way capable of being applied to a Unit Rate or Standing Charge by a Domestic Customer; and

(d) is not expressed as a percentage.

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

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

22B.26 With the exception of White Label Tariffs, where paragraph 22B.27 applies, the licensee must use a methodology which is clear and easy to understand.

22B.26A In respect of White Label Tariffs, where paragraph 22B.27 applies, the licensee must use a methodology for White Label Tariff of the same White Label Tariff Provider which is clear and easy to understand.

**Exception to Continuously Applied rule for Bundled Products which constitute a Discount and Reward Points Discounts**

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

22B.28 With the exception of White Label Tariffs, the licensee may provide Bundled Products which constitute a Discount and Reward Points Discounts (the "Relevant Product") if all of the following requirements are satisfied:

- (a) the Relevant Product is not a Discount of a type which is subject to paragraphs 22B.5, 22B.6, and 22B.7; and
- (b) where the Domestic Customer terminates their Domestic Supply Contract:
  - (i) the Domestic Customer is not required to pay back or otherwise return a Relevant Product which has already been received; and
  - (ii) the Domestic Customer will receive a Compensation Payment in respect of any Relevant Product (excluding any Bundled Product which involves a service of an enduring nature) which they would otherwise have been entitled to receive at a future date.

22B.28A In respect of White Label Tariffs, the licensee may provide in respect of White Label Tariffs of the same White Label Tariff Provider Bundled Products which constitute a Discount and Reward Points Discounts (the "Relevant Product") if all of the following requirements are satisfied:

- (a) the Relevant Product is not a Discount of a type which is subject to paragraphs 22B.5A, 22B.6A, and 22B.7A; and
- (b) where the Domestic Customer terminates their Domestic Supply Contract:

- (i) the Domestic Customer is not required to pay back or otherwise return a Relevant Product which has already been received; and
- (ii) the Domestic Customer will receive a Compensation Payment in respect of any Relevant Product (excluding any Bundled Product which involves a service of an enduring nature) which they would otherwise have been entitled to receive at a future date.

### **Schedule to standard condition 22B**

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

S22B.2 With the exception of White Label Tariffs, the licensee must ensure that all charges (excluding the charges referred to in sub-paragraph S22B.1 (p)) and fees (including a Termination Fee) referred to in paragraph S22B.1 are:

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

S22B.2A In respect of White Label Tariffs, the licensee must ensure that all charges (excluding the charges referred to in sub-paragraph S22B.1 (p)) and fees (including a Termination Fee) referred to in paragraph S22B.1 in respect of White Label Tariffs of the same White Label Tariff Provider are:

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

### **Relevant Cheapest Tariff definition**

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

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

- (a) their Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff the Domestic Customer is currently subject to;
- (b) where the Domestic Customer is not subject to a Prepayment Meter, the cheapest Tariff compatible with the Electricity Meter installed at the Domestic Customer's premises;
- (c) where the Domestic Customer is subject to a Prepayment Meter, the cheapest Tariff compatible with the Prepayment Meter installed at the Domestic Customer's premises;
- (d) their Account Management Arrangement;
- (e) where the Domestic Customer is subject to an Evergreen Supply Contract, an Evergreen Supply Contract;
- (f) where the Domestic Customer is subject to a Fixed Term Supply Contract, a Fixed Term Supply Contract;
- (g) where the Domestic Customer is subject to a White Label Tariff, a White Label Tariff of the same White Label Tariff Provider;
- (h) where the Domestic Customer is not subject to a White Label Tariff, a Tariff which is not a White Label Tariff; and
- (i) consideration of both Time of Use Tariffs for which appropriate consumption data is available and Non-Time of Use Tariffs.

#### **Alternative Cheapest Tariff definition**

31D.21 Where the licensee has White Label Tariffs, the definition of "Alternative Cheapest Tariff" in standard condition 1 is replaced with the following definition:

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

- (a) their Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff the Domestic Customer is currently subject to;
- (b) where the Domestic Customer is not subject to a Prepayment Meter, the cheapest Tariff compatible with the Electricity Meter installed at the Domestic Customer's premises;
- (c) where the Domestic Customer is subject to a Prepayment Meter, the cheapest Tariff compatible with any Electricity Meter which could be installed at the Domestic Customer's premises;

- (d) where the Domestic Customer is subject to a White Label Tariff:
  - (i) a White Label Tariff of the same White Label Tariff Provider; or
  - (ii) a Tariff of the licensee which is not a White Label Tariff;
- (e) where the Domestic Customer is not subject to a White Label Tariff,
  - (i) a Tariff which is not a White Label Tariff; or
  - (ii) a White Label Tariff of any White Label Tariff Provider of the licensee; and
- (f) consideration of both Time of Use Tariffs for which appropriate consumption data is available and Non-Time of Use Tariffs.

### **Relevant Cheapest Evergreen Tariff definitions**

31D.22 In respect of White Label Tariffs, the definition of "Relevant Cheapest Evergreen Tariff" in standard condition 1 is replaced with the following definition:

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

- (a) their Estimated Annual Costs applied in respect of the cheapest Tariff for an Evergreen Supply Contract, rather than the Tariff the Domestic Customer is currently subject to;
- (b) their current payment method;
- (c) their current Relevant Meter Type;
- (d) where the Domestic Customer is subject to a Prepayment Meter, the cheapest Tariff for an Evergreen Supply Contract compatible with the Prepayment Meter installed at the Domestic Customer's premises; and
- (e) their Account Management Arrangement;
- (f) where the Domestic Customer is subject to a White Label Tariff, a White Label Tariff of the same White Label Tariff Provider; and
- (g) where the Domestic Customer is not subject to a White Label Tariff, a Tariff which is not a White Label Tariff.

### **Additional rules for Relevant Cheapest Tariff and Alternative Cheapest Tariff information**

31D.23 Where the licensee has White Label Tariffs, the following paragraph is inserted after sub-paragraph 31E.1(c) of standard condition 31E:

- (d) a statement explaining the relationship between the licensee and a White Label Tariff Provider where the Domestic Customer's Tariff:
  - (i) is a White Label Tariff of the White Label Tariff Provider and the Alternative Cheapest Tariff is not a White Label Tariff; or
  - (ii) is not a White Label Tariff and the Alternative Cheapest Tariff is a White Label Tariff of the White Label Tariff Provider,

## **Replacement of White Label Tariffs**

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

## **Commencement of condition**

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

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

~~31D.26 Paragraph 31D.21 will come into effect on the date the definition of "Alternative Cheapest Evergreen Tariff" in standard condition 1 comes into effect.~~

~~31D.27 Paragraph 31D.22 will come into effect on the date the definition of "Relevant Cheapest Evergreen Tariff" in standard condition 1 comes into effect.~~

## **Termination of condition**

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

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

## **Exception to compliance with condition**

~~31D.30~~<sup>24</sup> The licensee is not required to comply with standard condition 31D to such extent and subject to such conditions as the Authority may from time to time direct.

## **Definitions for condition**

~~31D.31~~<sup>25</sup> In this condition:

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

- (a) offered by virtue of an Electricity Supply Licence of the licensee or an Affiliate Licensee; and
- (b) which uses the brand name of a person that does not hold an Electricity Supply Licence (excluding any Subsidiary, Holding Company, or Subsidiary of a Holding Company of the licensee which does not hold a Electricity Supply Licence); and
- (c) in respect of which the licensee does not engage in activities that are directed at or incidental to identifying and communicating with Domestic Customers for the purpose of promoting the tariff to them. For the avoidance of doubt, this paragraph (c) does not in any way relieve the licensee of any obligations to provide information to a Domestic Customer arising under any relevant provisions of legislation, law or other licence conditions.



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