

# Treatment of white label providers in the domestic retail market

## Decision

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### Overview:

Following publication of our statutory consultation on 20 February 2015, this document notifies stakeholders of the Gas and Electricity Markets Authority's decision to proceed with the licence modification to give effect to Ofgem's white label proposals.

Temporary arrangements for white labels have been in place since 2013. Those arrangements have allowed us to consider how to fit white labels within the Retail Market Review (RMR) rules in a way that is in consumers' interests. After considering stakeholder responses, we have now decided to proceed with the licence changes proposed and consulted upon in February 2015 subject to limited amendments to the white label definition and the implementation timetable.

These changes will facilitate the entry of new white labels into the market, while ensuring consumers have transparency over the cheapest tariffs for them, in line with the policy intent of the RMR. They will help ensure consistent arrangements for new and existing white labels.

Licence holders, trade bodies representing licence holders and Citizens Advice will have 20 working days (from the first working day after this document is published) to decide if they want to appeal to the Competition and Markets Authority against the licence modification. Barring any appeal, the licence modification will have effect from 1 October 2015.

## Context

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We introduced the Retail Market Review (RMR) reforms between August 2013 and July 2014 to make the retail energy market simpler, clearer and fairer for consumers. During the development of the domestic RMR rules, we recognised that white labels have the potential to benefit consumers. At the same time, however, we noted the risk that suppliers could use white labels to undermine the aims of the RMR.

Alongside the RMR reforms, we therefore created temporary arrangements for white labels that existed on 1 March 2013. Those arrangements have allowed us to consider how to fit white labels within the RMR rules in a way that is in consumers' interests. We are now putting in place arrangements that apply to both existing and new white labels which will support Ofgem in achieving its key consumer outcomes, most notably better quality of service as well as lower bills.

## Associated documents

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- White Label Providers – Final proposals on the treatment of white label providers in the domestic retail market. Statutory Consultation, 20 February 2015
- White Label Providers – White Label Providers - Consultation, 11 September 2014
- White Label Providers – Cover Letter for Directions, 13 August 2014
- White Label Providers – Stakeholder Event Minutes, 13 August 2014
- White Label Providers – Call for Evidence, 7 March 2014

All documents are available at [www.ofgem.gov.uk](http://www.ofgem.gov.uk)

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## Executive Summary

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This document sets out Ofgem's decision to proceed with a modification to the electricity and gas supply Standard Licence Conditions to implement new arrangements for regulating suppliers with white labels in the domestic retail energy market. We consider these arrangements strike the right balance by upholding the key protections afforded to consumers by the Retail Market Review (RMR) reforms, while allowing room for new white labels to enter the market. White labels can play a role in engaging consumers through the offer of distinct tariffs, higher levels of customer service and different sales channels.

In the retail energy market, a white label provider is an organisation that does not hold a supply licence and instead partners with a licensed supplier to offer gas or electricity using its own brand. We created temporary arrangements for pre-existing white labels as part of the RMR - our package of reforms to make the retail energy market simpler, clearer and fairer for consumers. We recognise that the benefits of these temporary provisions are currently not available to licensed suppliers that did not have white labels on 1 March 2013. As such, we are acting now to put in place new regulatory arrangements which apply to all suppliers.

This decision provides space for white labels by allowing the tariff cap to apply to each white label separately. There is no limit set on the number of white labels that a supplier can have. It also enables new white labels to also differentiate themselves from their partner supplier in the other RMR tariff rules, including on discounts and bundles.

In terms of information to consumers, the new arrangements require suppliers to tell their customers about their white label tariffs when they are the cheapest via the Cheapest Tariff Message (CTM). For white labels, the CTM must include the partner supplier's tariffs, but not the tariffs of the supplier's other white labels.

In preparing these new rules, we have consulted extensively with stakeholders and analysed the market. Following our statutory consultation in February 2015, we have made one limited amendment to the licence text to better reflect the policy, specifically around the definition of white labels.

Regarding implementation, some suppliers raised concerns about the challenging timescales presented in the February consultation. Our view remains that it is important the new arrangements apply to all suppliers as soon as possible. We have listened to this feedback and the new rules will now apply from 1 October 2015 to give appropriate time for suppliers with existing white labels to comply. As previously indicated, in advance of these arrangements coming into force, we are willing to consider granting a derogation to any supplier with new white labels or existing ones not covered by the temporary provisions.

We will monitor the impact of these new arrangements and evaluate them as part of our wider review of the RMR reforms planned for 2017.

# 1. Introduction

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1.1. A white label provider works in partnership with a licensed supplier to offer gas and electricity to consumers using its own brand. The white label does not have a supply licence of its own.

1.2. This document sets out Ofgem's decision to proceed with the modification to the electricity and gas supply Standard Licence Conditions for regulating suppliers with white labels in the domestic retail energy market.<sup>1</sup> The statutory notices relating to the electricity and gas Standard Licence Conditions modification are contained in Appendices 3 and 4.

1.3. These arrangements are aimed at facilitating the development of business models that can increase consumer choice and engagement in the domestic retail energy market. We seek to do this while ensuring consistency with the aims of our domestic Retail Market Review (RMR) reforms.<sup>2</sup>

## Retail Market Review and white label tariffs

1.4. The RMR reforms aim to make the retail energy market simpler, clearer and fairer for consumers. We implemented them in a phased way between August 2013 and July 2014.

1.5. During the development of the domestic RMR rules, we recognised that white labels have the potential to benefit consumers. For example, a white label partnership could help household names and new innovative brands to enter the retail energy market. At the same time, however, we noted the risk that suppliers could use white labels to undermine the RMR's aims, for example by circumventing the tariff cap.

1.6. In the domestic RMR decision document, we said we would examine the regulatory framework for suppliers with white labels. To do this, we introduced a temporary supply licence condition, which applies only to white labels that already existed on 1 March 2013. This has allowed those white labels to continue to operate while we consider their treatment.

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<sup>1</sup> In this document, we use the terms 'market' and 'markets' as shorthand for referring to different segments of the energy sector. For the avoidance of doubt these terms are not intended to describe or otherwise suggest the approach that we may take for the purposes of market definition in competition law investigations.

<sup>2</sup> White labels also exist in the non-domestic market. However, non-domestic RMR rules do not raise the question of the treatment of white labels. On that basis, we have decided not to examine the arrangements relating to non-domestic white labels at this stage. This does not prevent us from doing so at a later date.

## **Stakeholder engagement**

1.7. To inform our policy development, we had a call for evidence in March 2014 and a stakeholder workshop in July 2014. We then consulted on proposals for regulating suppliers with white labels in the domestic retail energy market in September 2014, receiving sixteen responses.

1.8. Following this and in consideration of the responses received, we launched a statutory consultation in February 2015. We received eight responses, which are available on our website, including two from existing white label providers, five from licensees who do not have white label arrangements and one consumer group. We have amended the final rules contained in the statutory consultation following these responses. The specific drafting of the new rules reflecting this modification can be found in the statutory notices in Appendix 3 and 4.

## **Structure of the document**

1.9. The document is structured as follows:

- Chapter 2 contains our decision. It sets out the proposals we made, the responses to our statutory consultation and our conclusions.
- Chapter 3 sets out our final impact assessment on the new arrangements. We provide an overview of the current situation, as we think this will help stakeholders understand our assessment.
- Chapter 4 presents our next steps, including our plans to increase our monitoring of white labels.
- In the appendices to this decision, we set out guidance on our definition of a white label tariff as well as the statutory notices relating to the final licence modification for the both the electricity and gas supply licences.

## 2. Final decision on white labels

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### Chapter Summary

Having carefully considered the responses to our statutory consultation and previous consultation responses, we have decided to implement the proposals we consulted on, subject to limited amendments to our definition of white labels and the implementation timetable. Our decision aims to facilitate the development of white labels and at the same time provide consumers with information to assess whether a white label tariff is in their interest.

2.1. The temporary exemptions for existing white label providers and their partner suppliers are due to expire at the end of December 2015. At this point, white label tariffs would then be included under the partner supplier's tariff cap, unless the tariffs are identical. We consider this would reduce incentives for suppliers to partner with white labels and consequently may reduce the scope for new white labels to enter the market. This may also cause existing white labels to exit the market.

2.2. Throughout our consultation process, we have had strong industry support for replacing the temporary exemptions with enduring Standard Licence Conditions to ensure there is a level playing field for all licensees. All responses to our February consultation favoured the presence of white labels in the market because of the potential benefits to consumers. One representation suggested white labels should be licensed and should take all responsibility for regulatory delivery from the partner suppliers.

2.3. Having carefully considered responses to the statutory consultation, along with previous responses, we have decided that it would be in the interests of consumers and competition to proceed with the licence modification set out in this document. To secure the identified benefits for consumers, we conclude that the modification must include all elements of the licence modification decision and is intended as a whole. We do not intend to proceed without all the components set out in this chapter.

### Definition of white label tariff

2.4. The definition of a white label in the temporary exemption was based on the principle that white labels need to be sufficiently distinct from their partner supplier and included only tariffs in existence on or before 1 March 2013. It excluded any tariff that uses the brand name of a company within the corporate group of the licensed supplier. Our aim was to ensure that suppliers did not establish partnerships for the purpose of undermining our RMR tariff rules. Although it did not preclude the



forming of new white labels, it required suppliers to include the tariffs in their own tariff cap or to seek a derogation to offer a specific tariff.<sup>3</sup>

2.5. As a result of comments received from the September consultation (as outlined below), we made a minor amendment to the definition of a white label tariff to better reflect our policy aims. To ensure the opportunities provided by our proposed rules are only available to genuine white label arrangements, we introduced in the statutory consultation, a provision to exclude the partner supplier from involvement in promoting the tariff.

2.6. We provided the following example: a tariff proactively marketed on a licensed supplier's website would not be considered a white label tariff (regardless of the brand name used) and would count towards the tariff cap of the licensed supplier. Respondents agreed with the intent of stopping white labels set up purely to evade the tariff cap. However, several respondents raised a concern in response to the statutory consultation that the prohibition on marketing was so broad that it could constrain the activities of a white label and may inadvertently create a barrier to marketing arrangements currently in place. This feedback was not confined to suppliers with existing white label arrangements.

### **Amendment to definition**

2.7. It is not our intention to restrict a partner supplier in providing these services or for a white label to incur the costs and risks associated with full licensing. We have therefore amended the licence condition drafting in this decision to maintain the intent of preventing 'fake' white labels while ensuring that activity between the partner supplier and white label is not curtailed. It is still the intention that a tariff is only considered a white label where the partner supplier is not involved in the marketing of the tariff under its own brand name, except where this is expressly required as an obligation under any relevant legislation, law or licence condition (eg provision of a Tariff Information Label).

2.8. Using the electricity licence as an example, the change to the definition of a white label since the statutory consultation to Standard Licence Condition (SLC) 31D is highlighted in bold text in the box below. An equivalent change is also being made to the gas licence.

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<sup>3</sup> For example, see here: <https://www.ofgem.gov.uk/ofgem-publications/92702/ovocoverletteranddirectionsforcheshireeastcounciltariffs30012015.pdf>

'White Label Tariff' means a tariff 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 an Electricity Supply Licence); and
- (c) In respect of which the licensee does not, **using its own brand name**, 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.

2.9. Our decision to implement this change is consistent with our previous policy intent and remedies the potential unintended consequences raised in the responses to the statutory consultation. To support implementation of this decision, we have also prepared guidance on the practical application of the definition in Appendix 2.

## Tariff rules

2.10. The RMR reforms introduced rules on supplier tariffs. These rules aim to make it easier for consumers to engage with the market. A number of them make reference to all the tariffs of the supplier. This has a potential impact on white labels, as white label tariffs are offered under the partner supplier's licence.

2.11. We want to facilitate existing and new white labels, so that they can provide more consumer choice and encourage engagement. To this end, we proposed the following:

- Every white label can have up to four domestic core tariffs per fuel and meter type in each region
- No restriction on the number of white labels that a supplier can have
- White label tariffs treated as separate from their partner supplier in the RMR tariff rules on surcharges, discounts, optional bundles and reward points, end of fixed-term tariffs and expensive dead tariffs.

2.12. These rules extend the current flexibility in the temporary arrangements to white labels not covered by these arrangements and potential new ones. We did not

receive any substantive feedback from stakeholders on these proposals and have therefore decided to proceed with them.

## Information rules

2.13. As part of the RMR reforms, we introduced rules to ensure that consumers receive, and have access to, clear information that allows them to engage with the energy market. One of those rules, the Cheapest Tariff Message (CTM), aims to raise awareness of the biggest savings that consumers could achieve by switching to another tariff of their supplier.

2.14. A supplier must present CTM information on page 1 of customer bills and in other regular customer communications. This contains two savings messages, expressed in pounds per year and based on the personal usage of the customer:

- The 'narrow' message, informs customers of any savings that they could achieve by switching to the cheapest similar tariff of their supplier. By similar tariff we mean a tariff compatible with the meter in the customer's premises and that has the same contract nature (variable price tariff or fixed price tariff) and account management (online or offline) as the customer's current tariff
- The 'wide' message, informs customers of any savings that they could achieve by switching to the cheapest overall tariff of their supplier.

2.15. The temporary arrangements for white labels in existence on or before 1 March 2013 treat white label tariffs as separate from their partner supplier. That is, customers on white label tariffs do not see tariffs offered under the partner supplier brand and, vice versa, customers on tariffs offered under the partner supplier brand do not see white label tariffs.

2.16. Our proposal within the statutory consultation was to require suppliers to be transparent with their customers about the cheapest tariff they offer regardless of the brand they use.<sup>4</sup> Responses from suppliers with existing white label arrangements raised concerns over the requirement to display a CTM for all a partner supplier's white labels. On the other hand, we also received strong support from a consumer organisation and several other suppliers for the proposals around the CTM.

2.17. Having considered the range of views expressed in responses to all consultations, we have decided to proceed with the proposals set out in the statutory consultation. We have decided our proposal is the most appropriate solution as the

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<sup>4</sup> Our proposals do not require transparency between different white label brands of the same licensed supplier.

CTM provides the customer with transparency that supports engagement in the market and is consistent with the policy intent of the RMR.<sup>5</sup>

2.18. A supplier with an existing white label questioned whether the solution proposed was proportionate and suggested the existing exemption should be extended to all suppliers. We think that suppliers should be transparent with their customers about the cheapest tariff they offer regardless of the brand they use. We are concerned that a supplier could 'hide' its cheapest tariffs on a white label. We developed our CTM proposals in a manner that we consider proportionate, intervening only where we had a specific concern. We also consider a lack of transparency would distort competition in favour of suppliers that have white labels by making it easier for them to segment their customer base by keeping their sticky customers uninformed.

2.19. Under the new rules, every partner supplier must include its white label tariffs in the calculation of the wide CTM. White labels must include the tariffs of its partner supplier in the calculation of the wide CTM, but not the tariffs of any other white label of its partner supplier. This is because there is no commercial relationship between the two white labels. We also require a statement explaining the relationship between the parent supplier and its white label when they display each other's tariffs in the wide CTM.

2.20. We recognise that price is not the only element that consumers may want to consider when comparing tariffs. Indeed, suppliers are already required to tell their customers in the CTM that changing tariffs might involve materially different terms and conditions. We think that this, together with the additional statement explaining the partnership, should mitigate any customer confusion or excessive focus on price. We therefore intend to monitor the statements in the CTM to ensure consumers are not misled, and we would remind suppliers of the need to comply with relevant consumer protection law on misleading statements, and the requirement in the Standards of Conduct that they should treat their customers fairly.

## Implementation period

2.21. Regarding implementation, we proposed that these new arrangements take effect at the earliest possible opportunity, namely 56 days from the date of decision. We therefore projected that this would apply from the end of July. We asked stakeholders whether this was appropriate and, if not, to suggest an alternative with supporting evidence.

2.22. Responses were split, with three suppliers (two with existing white label arrangements) stating that the timescale was insufficient. In particular, they considered it did not give enough time to make the necessary system changes and undertake staff training. The five other respondents considered the timescale

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<sup>5</sup> For more details on the purpose of the CTM, see pages 85-89 of the RMR final domestic proposals: <https://www.ofgem.gov.uk/ofgem-publications/39350/retail-market-review-final-domestic-proposals.pdf>

appropriate, with one stressing that the decision should be implemented as soon as possible to remove the restriction from the market which favours suppliers with existing white labels.

2.23. We have considered these responses in the context of the current harm to consumers who do not receive a complete CTM message for existing white labels and the competitive disadvantage for suppliers who did not have a white label at 1 March 2013 and are currently excluded from launching one outside of their own tariff cap without a derogation.

2.24. Our view remains that it is important the new arrangements apply to all suppliers as soon as possible. With this in mind, we have decided to adjust the date when the new rules will apply to 01 October 2015. This provides an additional 2 months for suppliers with existing white labels to comply. As previously indicated, in advance of these arrangements coming into force, we are willing to consider granting a derogation to any supplier with new white labels or existing ones not covered by the temporary provisions. In making an application for a derogation, suppliers should have regard to our published RMR derogations guidance.<sup>6</sup>

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<sup>6</sup> <https://www.ofgem.gov.uk/publications-and-updates/guidance-derogation-requests-domestic-retail-market-review-rmr-licence-conditions>

## 3. Final impact assessment

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### Chapter Summary

In line with best practice, we have updated the impact assessment that we presented in February. We present information on the pricing of partner suppliers, white labels and large suppliers without white labels to make it easier to understand the possible impacts of our decision. We then set out our assessment of the impact of the three main options for the regulatory framework covering white labels. This includes their potential impact on consumers and competition.

3.1. Our proposals will have impacts on consumers and competition. However, we do not consider those to be significant enough to trigger our statutory duty to do an Impact Assessment (IA) as per our guidance.<sup>7</sup> We nevertheless undertook an IA in line with good practice as part of our February 2015 consultation. We think that this is a proportionate approach given the expected limited impacts of our proposals. This chapter presents our updated assessment in the light of responses to our statutory consultation.

### Overview of the current situation

3.2. In this section, we first provide a summary of the features of white labels and benefits to consumers of these arrangements. We then present some pricing information of partner suppliers, white labels and large suppliers without white labels. We think this data will make it easier to understand the possible impacts of our proposals.

### Features of white labels and benefits to consumers

3.3. In our September 2014 consultation, we set out the features of white labels, informed by the responses to our call for evidence. We note that white labels might bring non-price benefits to the retail market:

- More choice for consumers: white label tariffs can be designed to meet the needs of particular customer groups, which suppliers might otherwise choose not to focus on in their core offering. The example we provided in our previous consultation is the gas tariff of Ebico, which has a zero standing charge and hence might be of interest to low gas users.
- High levels of customer service: some white labels might put the emphasis on enhanced customer service as their unique offering. For example, research undertaken by Which? in November 2013 and October 2014 shows Ebico as having the lowest average call waiting time. Moreover, white labels have

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<sup>7</sup> <https://www.ofgem.gov.uk/ofgem-publications/83550/impactassessmentguidance.pdf>

performed strongly in terms of customer satisfaction relative to their parent suppliers.<sup>8</sup>

- **More consumer engagement:** some white labels have well-known brands, such as Sainsbury's and M&S. In addition, they might also have marketing channels typically not available to suppliers, such as their own retail outlets.

3.4. We do not wish to imply that all white labels will deliver all the benefits that we have identified. Instead, the specific examples above show that different white label models have the potential to deliver each of those non-price benefits. How white labels compare to their partner suppliers on non-price aspects depends on commercial decisions.

3.5. We remain of the view that white labels have a limited benefit on price competition as informed by our March 2013 call for evidence. This is because white labels tend to decide jointly with their partner suppliers the price of white label tariffs, hence exercising a lower competitive pressure than a new supplier.<sup>9</sup> Indeed, the existence of white labels may discourage partner suppliers from competing as strongly on price as they might otherwise. Instead they may rely on using white label brands to attract more active, engaged consumers through cheaper tariffs.

### **Our tariff monitoring**

3.6. The tariffs offered by suppliers, both through their own brand and their white label's brand, typically have more elements than the price of energy.<sup>10</sup> For example, some tariffs might come with free shopping vouchers. There might also be related energy products that are only available through some of the brands used by a supplier. In addition, the level of service might be different across the brands.

3.7. Having said that, we consider the comparison of prices, across the brands used by partner suppliers, to be particularly relevant when assessing the impact of our decision. The white label tariffs of British Gas and SSE benefit from the temporary arrangements. Among other things, this means that these partner suppliers do not have to inform their customers about white label tariffs through their CTM.

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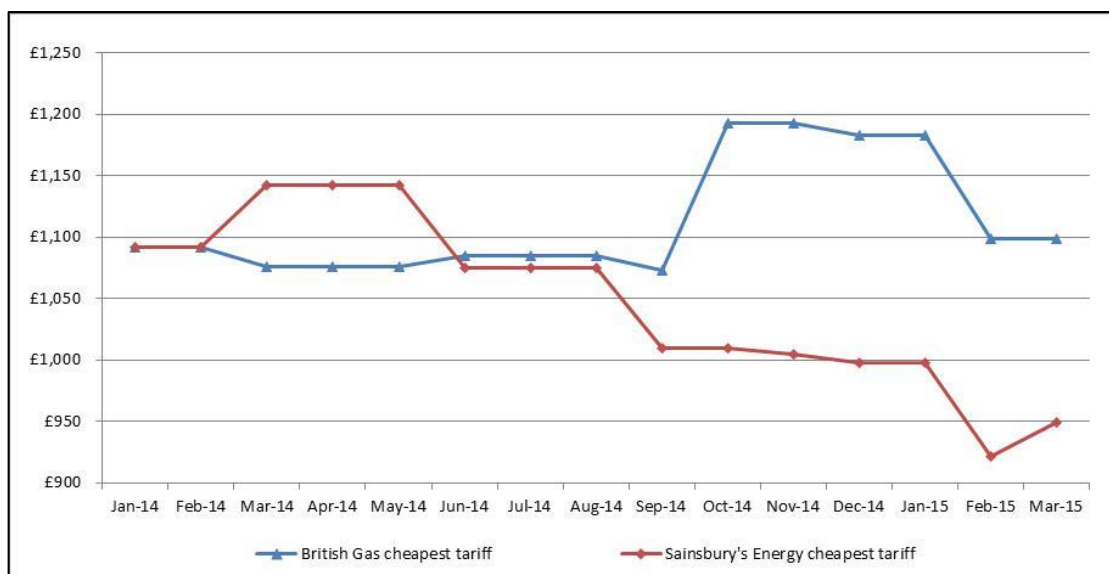
<sup>8</sup> <http://www.which.co.uk/news/2013/11/energy-companies-keeping-you-on-hold-340389/>, <http://www.which.co.uk/news/2014/12/which-energy-firm-takes-30-minutes-to-answer-its-customers-calls-387477/> -and <http://www.which.co.uk/switch/energy-suppliers/energy-companies-rated>

<sup>9</sup> The limits to price competition are also driven by the legal framework which means that the holder of a supply licence is ultimately responsible for supply and complying with the regulatory rules (eg SLC 27 on cost reflectivity of differentials between payment methods).

<sup>10</sup> As part of the RMR, we introduced a requirement for suppliers to produce a Tariff Information Label (TIL) for all their tariffs, including white label tariffs. The TIL presents the key tariff features in a standardised format. It is available on the websites of suppliers and white labels, as well as free of charge upon request. It is also provided before a consumer enters into a contract.

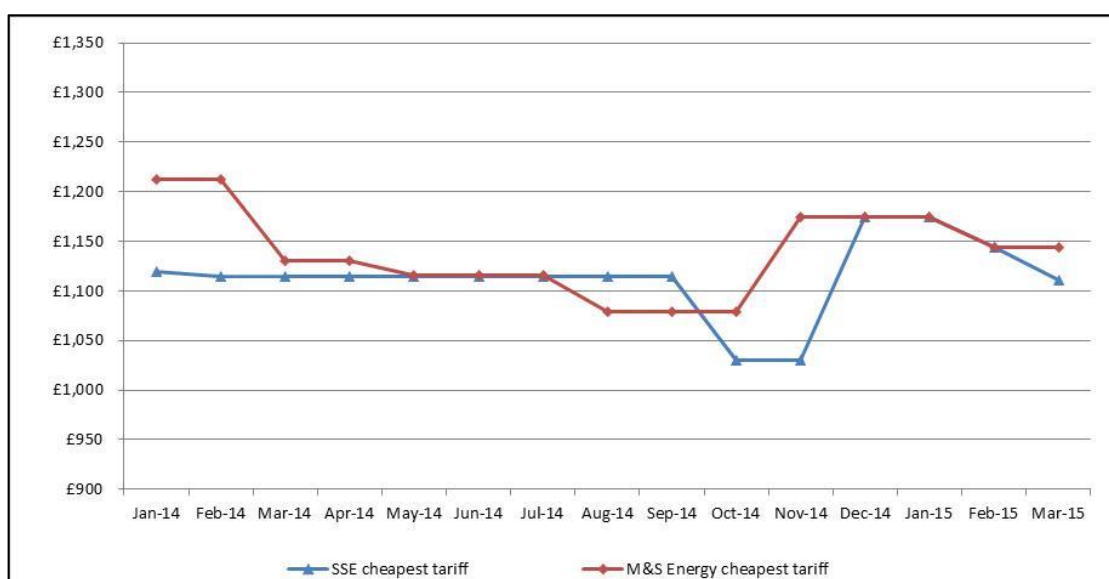
3.8. In Figures 1 and 2 below, we show the cheapest tariff by partner supplier and white label on a monthly basis to March 2015. The cheapest tariffs tend to be fixed-term tariffs. The movements in prices are typically driven by fixed-term tariffs being closed to new customers and replaced with new ones available at a different price. The comparable pricing for the two white labels covered by the exemption are shown below.

**Figure 1:** BG and Sainsbury's Energy dual fuel direct debit bills (£/year)



Source: Ofgem analysis using Energylinx data for consumption values of 3,200 kWhs for electricity and 13,500kWhs for gas. It includes any dual fuel discount and online account management discount.

**Figure 2:** SSE and M&S Energy dual fuel direct debit bills (£/year)



Source: Ofgem analysis using Energylinx data for consumption values of 3,200 kWhs for electricity and 13,500kWhs for gas. It includes any dual fuel discount and online account management discount. We have

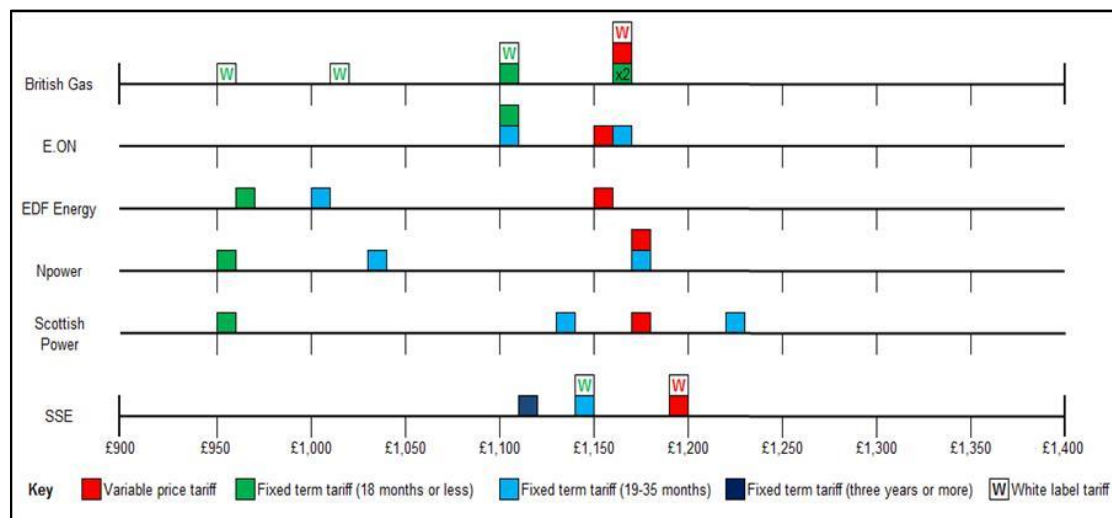


not included the white label tariff offered by SSE under the Ebico brand. Ebico's proposition involves the same price for every payment method. This offering is unlike any other presented in this figure thus making comparisons dependent on the chosen payment method.

3.9. Both British Gas and SSE have at some point throughout 2014 had the same cheapest price on tariffs offered under their brand and that of their white label. However, in some instances they have also had significant differences in prices. This is most notable in the case of British Gas. Figure 1 shows that since October 2014, British Gas' cheapest tariff has been at least £150 more expensive than the comparable Sainsbury's tariff.

3.10. To complement this time-series description, Figure 3 presents a snapshot of the prices of larger suppliers in April 2015, including white label tariffs.

**Figure 3:** Prices of larger suppliers - Dual fuel direct debit bills (£/year)



Source: Ofgem analysis using Energylinx data for consumption values of 3,200 kWhs for electricity and 13,500 kWhs for gas on 30 April 2015. It includes any dual fuel discount and online account management discount. For the reason given in Figure 2, we have not included the white label tariff offered by SSE using the Ebico brand.

3.11. At the time of the snapshot, both British Gas and SSE both offered their standard variable price tariff at the same price to that of their white labels. However, British Gas and SSE differed in the pricing of their fixed-term white label tariffs: British Gas offered fixed-term white label tariffs that were significantly cheaper than the tariffs offered under the British Gas brand. This was not the case for SSE, but there might be non-price elements, such as free vouchers, that make their white label fixed-term tariffs more attractive than the tariffs offered under the SSE brand.

3.12. When taking into account white label tariffs, the price difference between the standard variable price tariff and the cheapest fixed-term tariff supplied under the British Gas licence was comparable to that of the larger suppliers without white labels.

## Options that we considered

3.13. The main options that we considered involve the RMR rules that may have an impact on white labels. The relevant rules were already covered by our temporary arrangements. This provided our starting point:

- Option A: 'Do nothing' - Let the temporary arrangements expire. White label tariffs count towards the supplier's tariff cap and are no longer treated as separate from the other tariffs of the partner supplier.
- Option B: Our proposals – 'Joint CTM with flexibility on tariff rules'
- Option C: 'Treat as a separate supplier in all the RMR rules' – Extension of current temporary arrangements to all suppliers allowing flexibility on the tariff rules and on the CTM rule.

3.14. We now discuss the possible impacts on consumers and competition for each of these options.

## Impact on consumers

### *Customer service*

3.15. We discussed in our assessment of white labels the potential for them to bring higher levels of customer service, particularly brands with good records in other sectors.

3.16. We think that both options B and C would allow this benefit as they both provide flexibility for suppliers to have white labels. Under option A the tariff rules would limit the scope for suppliers to offer white label tariffs, and as a result these positive impacts are less likely.

### *Consumer choice*

3.17. White labels might also bring more consumer choice. We think this might have both positive and negative impacts. The positive impact is that some white label tariffs might cater for the needs of particular groups of consumers. Earlier in this chapter, we gave the example of a white label offering low gas users a zero standing charge tariff. However, more choice may also have the negative impact of making it more difficult for some consumers to compare tariffs.

3.18. As before, we expect the same impact under options B and C, as they both provide flexibility for suppliers to have white labels. We also expect a limited impact under option A, given the limited scope for suppliers to offer white label tariffs.

3.19. Overall, we expect the net impact under options B and C to be positive. Our RMR tariff rules sought to address the concern that some consumers do not engage with their supplier because they find the choices too complex. We put in place rules that apply within the tariffs of a supplier. Options B and C apply the rules within the white label tariffs of a white label. For example, the same level of discounts will be available across the white label tariffs of any white label. We expect this consistency to mitigate the negative impact on complexity.

#### *Consumer engagement*

3.20. We introduced the RMR rules to make it easier for consumers to engage in the market. The CTM aims to achieve this by providing consumers with a personalised price comparison of the tariffs offered by their supplier. The CTM is about pricing information, as awareness of price differences between tariffs is a key determinant of consumer engagement.<sup>11</sup>

3.21. Partner suppliers and white labels are free to explain to their customers what aspects, other than price, they should consider when choosing tariffs.<sup>12</sup> To support this, the CTM already includes a statement noting that switching tariffs might involve materially different terms and conditions.

3.22. In options A and B all the tariffs of the supplier are included in the calculation of the CTM. In option C a supplier can leave outside the calculation of the CTM its cheapest white label tariffs. As a result, the savings displayed might be smaller. Therefore, we think that option C has a negative impact on consumer engagement.

3.23. In options A and B, our CTM proposals require suppliers with white labels to be transparent with their customers on what their cheapest tariff is, regardless of the brand used to offer it.<sup>13</sup> We consider this transparency should have a positive impact in rebuilding consumer trust. It would prevent the perception that some suppliers are 'hiding' their most competitive deals on white label tariffs.<sup>14</sup> We think that for option C the lack of transparency is a negative impact. In the RMR, we identified a lack of trust on suppliers as one of the issues limiting consumer engagement in the retail market.

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<sup>11</sup> <https://www.ofgem.gov.uk/publications-and-updates/options-cheapest-tariff-messaging-customer-communications-research-spa-future-thinking>.

<sup>12</sup> The content of the CTM is prescribed, but suppliers and white labels have discretion over their marketing activities.

<sup>13</sup> Our proposals do not require transparency between different white label brands of the same licensed supplier.

<sup>14</sup> For example, under the temporary arrangements, the CTM for a British Gas customer on the variable tariff with the parameters in Figure 3 would feature a savings figure of under £20. Under our CTM proposals, the same customer would see savings in the CTM of around £180, with the cheapest tariff available under the Sainsbury's brand.

3.24. Some consumers might be unaware that their supplier offers white label tariffs, and this might impact their engagement.<sup>15</sup> In option B, consumers would see a statement explaining the relationship between partner supplier and white label when they display each other's tariffs in the CTM. We think this is a simple sentence that can be easily understood by consumers, as white label partnerships exist in other markets (eg supermarkets and telecoms). If suppliers communicate clearly, we do not expect a negative impact in terms of customer confusion.

### *Conclusions*

3.25. We consider option A provides very little room for the positive impacts of white labels on consumer choice and customer service to occur. Option C would enable these benefits, but has the major drawback of its lack of transparency on the cheapest tariff offered under the license of a partner supplier. We think this would have a negative impact on consumer engagement, including on trust. We consider that option B would have the highest net positive impact on consumers and can be delivered in a way that does not lead to customer confusion.

## **Impact on competition**

### *Non-price competition*

3.26. White labels might act as a spur to improvements in customer service levels, for their partner suppliers as well as for the rest of the market. For example, research by Which? shows that British Gas and SSE performed worse than their respective white labels in average call waiting times in November 2013. They then performed better than them (with the exception of Ebico) in October 2014.

3.27. We expect the same impact under options B and C, as they both provide flexibility for suppliers to have white labels. We also expect a limited impact under option A, given the limited scope for suppliers to offer white label tariffs.

### *Price competition*

3.28. Suppliers that benefit from the temporary arrangements currently have a competitive advantage. By using white label tariffs, these suppliers can attract active consumers without telling their less engaged customers of the savings that they could achieve if they switched to their cheapest tariff. This could exacerbate the incumbency problem that we have raised concerns about previously.<sup>16</sup>

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<sup>15</sup> We explained in our previous consultation that an existing supply licence condition requires white labels to take all reasonable steps to identify who their partner supplier is. Hence, we do not expect customers on white label tariffs to be surprised if they received a CTM that refers them to the cheapest tariff of the partner supplier.

<sup>16</sup> <https://www.ofgem.gov.uk/ofgem-publications/92601/cmasubmissionincumbency.pdf>

3.29. In options A and B, suppliers with and without white labels will compete on equal terms. They will have to tell their customers in the CTM about the cheapest tariff they use regardless of the brand they used to offer it. However, option C would distort competition in favour of suppliers that have white labels. It would make it easier for them to segment their customer base by keeping their sticky customers uninformed.

3.30. Option A indirectly constrains the pricing of white label tariffs, as the white label tariffs come under the tariff cap of the partner supplier. Options B and C do not directly constrain the prices of white label tariffs. However, it is possible that under option B partner suppliers may respond to the increased transparency by changing the prices of their tariffs. We cannot predict what it will mean for their cheapest tariffs, as this is their commercial decision. We however expect that competition will result in suppliers offering price-competitive tariffs regardless of the brand used.

#### *Market entry and exit*

3.31. A white label partnership is a possible route to market entry. Recent developments in community energy schemes suggest that this might be an attractive route if the regulatory framework facilitates it.

3.32. Options B and C open up this route to market entry, option A does not. Option B may make it less attractive for white labels to enter and remain than option C given the additional requirement but we have seen entry under the proposed terms through the derogation route. We consider that option B provides sufficient room for product differentiation between white label and partner supplier for white labels that consumers value to enter and expand. If an existing white label were to exit, it would be a commercial decision between those parties.

3.33. While option C might encourage more entry of white labels than option B, we do not think this is necessarily positive. Indeed, option C might have a detrimental impact on the entry of new licensed suppliers. Unlike incumbent suppliers, new suppliers do not have legacy customers. They typically compete for active consumers by offering price competitive tariffs. If incumbent suppliers use white label tariffs as their 'acquisition arms' to segment the market without being transparent with their sticky customers, then it becomes more difficult for new suppliers to attract customers. New suppliers may also be less able to enter into white label partnerships in the first place than incumbent suppliers.

#### *Conclusions*

Option A limits the scope for white labels to exist and therefore makes any positive impacts on competition less likely, though it would likely avoid some potential downsides. Option C would enable greater entry and expansion of white labels but would risk distorting competition. It would facilitate a greater degree of customer segmentation. We consider that option B would have the highest net positive impact on competition by enabling existing and new white labels in the market and, at the same time, providing a level playing field for suppliers.

## 4. Next steps

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4.1. Barring any appeal, the licence modification will have effect from 1 October 2015. As previously indicated, in advance of these arrangements coming into force, we are willing to consider granting a derogation to any supplier with a new white label or an existing one not covered by the temporary provisions. In making an application for a derogation, suppliers should have regard to our published RMR derogations guidance.

4.2. In terms of ongoing monitoring of these new arrangements, we will be asking suppliers to report on white labels within their portfolio as part of the regular returns they send to us. We will also be exploring with suppliers whether we can obtain separate complaints data for their white labels.

4.3. We are committed to evaluating these arrangements as part of our wider review of the RMR reforms planned for 2017. We consider that this would give sufficient time for us to assess the effect on consumers and the market.

4.4. Finally, in order to facilitate our market monitoring activities, we would ask suppliers to inform us of any new white label arrangements. Suppliers should contact Ofgem via [RetailMarket.Review@ofgem.gov.uk](mailto:RetailMarket.Review@ofgem.gov.uk) when a new white label is launched.

## Appendices

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## Appendix 1 - Glossary

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### C

#### [Cheapest tariff message \(CTM\)](#)

Suppliers of domestic consumers must present this information in page 1 of the bill and in other regular customer communications. It contains two savings messages, expressed in pounds per year and based on the personal usage of the customer. The first, 'narrow' message, informs customers of any savings that they could achieve by switching to the cheapest similar tariff of their supplier. The second, 'wide' message, informs customers of any savings that they could achieve by switching to the cheapest overall tariff of their supplier.

#### [Core tariff](#)

The charges for supply of electricity/gas combined with all other terms and conditions that apply, or are in any way linked, to a particular type of contract for the supply of gas/electricity to a domestic consumer. This excludes certain matters such as dual fuel discounts, variations in charges relating to payment method, appropriate surcharges and optional additional services or products.

### D

#### [Derogation](#)

A regulatory arrangement that relieves a licensed supplier from its obligation to comply with a requirement in its supply licence, in specific circumstances and to a specified extent.

#### [Domestic consumer](#)

A consumer that uses energy for non-commercial purposes.

### P

#### [Partner supplier](#)

A licensed supplier that works in partnership with a white label to offer gas and electricity to consumers using the white label's brand.

### R

#### [Retail Market Review \(RMR\)](#)

Ofgem's reforms to make the retail energy market simpler, clearer and fairer for consumers.

### S

#### [Supply licence conditions](#)

The legally binding conditions that licensed gas and electricity suppliers must meet to supply to domestic and non-domestic consumers, in accordance with the Gas Act (1986) and Electricity Act (1989).



**Supplier (licensed supplier)**

Any person authorised to supply gas and/or electricity by virtue of a Gas Supply Licence and/or and Electricity Supply Licence.

**T**

**Tariff**

The charges for supply of electricity/gas, combined with all other terms and conditions that apply, or are in any way linked, to a particular type of contract for the supply of electricity/gas to a domestic consumer.

**Tariff cap**

A limit to four core tariffs per fuel, metering arrangement and region for each supplier.

**Tariff Information Label (TIL)**

A table, in a standardised format, that contains a summary of all the tariff features. It is available on suppliers' websites and free of charge on request.

**W**

**White label arrangement**

An arrangement (whether formal or informal) between a licensed supplier and another organisation to offer tariffs to the domestic retail energy market.

**White label provider (white label)**

An organisation that does not hold a supply licence, but instead works in partnership with a licensed supplier to offer gas and electricity to consumers using its own brand.

**White label tariff**

A tariff offered by a white label provider in partnership with a licensed energy supplier. The legal relationship between the customer and the licensed energy supplier remains unchanged irrespective of the identity of the white label.

## Appendix 2 - Guidance on white label tariff definition

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“White Label Tariff” means a tariff which is:<sup>17</sup>

- (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 an Electricity Supply Licence); and
- (c) In respect of which the licensee does not, using its own brand name, 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.

For the interpretation of this definition only, below is an indicative, non-exhaustive list of examples that would not be considered promoting the tariff, where the activity of the partner supplier takes place:

- (i) Without the visibility of the partner supplier brand to the end consumer:
  - a. back-office services, including direct customer contact under the brand of the white label
  - b. providing information to a price comparison website on behalf of a white label
- (ii) With the visibility of the partner supplier brand to the end consumer, but for purposes other than promoting tariffs or where this is required by law etc:
  - a. confirming they are the partner supplier of the white label
  - b. providing contact details only for the white label brand, when requested by a consumer
  - c. conducting monitoring of calls, contracts or other quality assurance work
  - d. displaying and/or providing Tariff Information Labels and Tariff Comparison Rates (eg on the partner supplier’s website)
  - e. meter reading or revenue protection visits to premises carried out by staff of the partner supplier

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<sup>17</sup> We use the electricity licence as the example here. The definition in the gas SLCs is equivalent but relates to gas.

## Appendix 3 - Licence modification notice, electricity

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**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.**

**Electricity Act 1989  
Section 11A(1)(b)**

**MODIFICATION PURSUANT TO SECTION 11A OF THE ELECTRICITY ACT 1989 OF THE STANDARD CONDITIONS OF ELECTRICITY SUPPLY LICENCES GRANTED OR TREATED AS GRANTED UNDER SECTION 6(1)(d) OF THE ELECTRICITY ACT 1989.**

**NOTICE OF REASONS FOR THE DECISION TO MODIFY THE STANDARD CONDITIONS OF THE ELECTRICITY SUPPLY LICENCE UNDER SECTION 49A OF THE ELECTRICITY ACT 1989.**

WHEREAS –

1. Each of the companies to whom this document is addressed (a Licence Holder) holds an electricity supply licence granted, or treated as granted, (a Licence) under 6(1)(d) of the Electricity Act 1989 (the Act).
2. In accordance with section 11A(2) of the Act the Gas and Electricity Markets Authority (the Authority) gave notice on 20 February 2015 (the Notice) that it proposed to modify condition 31D of the Licence and by requiring any representations to the modification to be made on or before 20 March 2015.
3. In accordance with section 11A(4)(b)(ii) of the Act, the Authority gave notice of its intention to make the modification to the Secretary of State and has not received a direction not to make the modification.
4. Prior to the close of the consultation period in respect of the Notice, the Authority received eight responses. All non-confidential responses in relation to the proposed licence modification are available free of charge from the Ofgem Research and Information Centre, 9 Millbank, London SW1P 3GE or from the Ofgem website [www.ofgem.gov.uk](http://www.ofgem.gov.uk). Our response to these comments is set out in the accompanying document.
5. The Authority considered it necessary to make one minor alteration to the modification set out in the Notice. This alteration is shown in the attached Schedule 1 and highlighted in bold red underline in Schedule 2. The reason for the differences between the modification set out in the Notice and the modification reflected in Schedule 1 is to remove the potential unintended consequence of restricting a partner supplier's ability to provide certain services to its white labels, highlighted by the responses to the Notice.
6. The Authority has carefully considered in relation to the proposed modification all

representations received and has decided to proceed with the modification proposed in the Notice in addition to the modification referred to in paragraph 5 above.

7. In accordance with section 49A of the Act the reasons for making the licence modification are to provide a consistent and enduring future regime for white labels which benefits consumers. Further details of reasons for the licence modification are stated in the following documents:

- White Label Providers – Decision Document, 03 June 2015
- White Label Providers – Statutory Consultation, 20 March 2015
- White Label Providers – Consultation, 11 September 2014
- White Label Providers – Call for Evidence, 07 March 2014
- White Label Providers – Minutes from Stakeholder event minutes, 12 August 2014

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](http://www.ofgem.gov.uk).

8. The effect of the modification is described in the documents referred to in paragraph 7 above. In summary, the modification:

- Removes the current temporary provisions for white labels in existence as at 1 March 2013;
- Introduces a permanent regime which allows new white label providers to enter the market;
- Allows Suppliers to have more than one white label;
- Amends the Alternative Cheapest tariff message to (i) enable customers of a licensed Supplier to see the cheapest tariff from all of the licensed Supplier's own tariffs and white label providers' tariffs and (ii) enable customers of a white label provider to see the cheapest tariff from the white label and the partner licensed Supplier;
- Creates a new definition of white label which only allows genuine white labels to enter the market but allows some flexibility in back office marketing support from licensed Suppliers so long as this is not under their own brand name.

9. Where an application for permission to appeal the Authority's decision is made to the Competition and Markets Authority under section 11C of the Act, Rule 5.7 of the CMA's Energy Licence Modification Appeals Rules<sup>18</sup> requires that the appellant must 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 3 provides a list of the relevant licence holders in relation to this modification notice. The meaning of 'relevant licence holder' is set out in section 11A(10) of the Act.

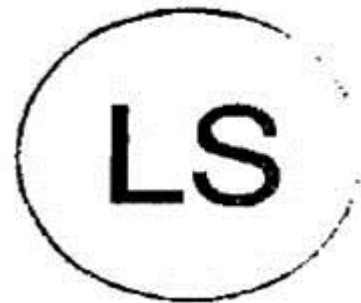
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<sup>18</sup> The rules were published by the Competition Commission in September 2012. On 1 April 2014, the Competition Commission was abolished and its functions transferred to the Competition and Markets Authority (CMA).

**Now therefore**

10. In accordance with the powers contained in section 11A(1)(b) of the Act, the Authority hereby modifies the standard licence conditions for all electricity supply licences in the manner specified in attached Schedule 1. This decision will take effect on and from 00:00 on 01 October 2015.
11. This document constitutes notice of the reasons for the decision to modify the electricity supply licences as required by section 49A of the Act.

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



**Neil Barnes**

.....  
**Neil Barnes, Associate Partner**

**Duly authorised on behalf of the  
Gas and Electricity Markets Authority**

03 June 2015

**Schedule 1: Minor changes to the drafting of the modifications following statutory consultation**

Standard condition	Change following statutory consultation	Reason for change
31D.25	Insertion of the words "using its own brand name" in limb (c)	This change better reflects the policy intention because it avoids unintentional restrictions on partner suppliers' support to white labels

## Schedule 2: Licence drafting

The text below which is highlighted by track changes constitutes the modification to standard condition 31D of the electricity supply licence. Insertions are shown by underlined blue text and deletions are shown by blue strikethrough text. Text in bold red underline is a new change since the statutory consultation:

### 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.

## Treatment of white label providers in the domestic retail market

- (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:

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- (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;

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- (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,~~ **using its own brand name,** ~~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.



### Schedule 3: Relevant Licence Holders<sup>19</sup>

Licensee	Address 1	Address 2	Address 3	Address 4	Address 5	Post code	Country
Addito Supply Limited	1 America Square	Crosswall	London			EC3N 2SG	United Kingdom
Adrian Francis Associates Limited	Reedham House	31 King Street West	Manchester			M3 2PJ	United Kingdom
AMRECS LLC	44 Wall Street	12th Floor	New York			NY 10005	USA
Angel Energy Limited	8 Church Meadows	8 Church Meadows	Toddington	Cheltenham	Gloucestershire	GL54 5DB	United Kingdom
Axis Telecom Limited	37-43 Shirethorn House	Prospect Street	Hull	East Yorkshire		HU2 8PX	United Kingdom
Axpo UK Limited	38 Threadnedeledle Street		London			EC2R 8AY	United Kingdom
Barbican Power Limited	Suite 4	Number 1 @ The Beehive	Shadworth Buisness Park	Blackburn	Lancs	BB1 2QS	United Kingdom
Barrow Shipping Limited	c/o Wilkin Chapman LLP, The Maltings	11-15 Brayford Wharf East	Lincoln	Lincolnshire		LN5 7AY	United Kingdom
BES Commercial Electricity Limited	Parkside Stand	Fleetwood Town Football Club		Park Avenue	Fleetwood	FY7 6TX	United Kingdom
Bethnal Energy Limited	8 Church Meadows	Toddington		Cheltenham	Gloucestershire	GL54 5DB	United Kingdom
Better Business Energy Limited	Unit 18, The Bridge Business Centre	Beresford Way	Chesterfield	Derbyshire		S41 9FG	United Kingdom
Better Energy Supply Limited	68 Musters Road	West Bridgford	Nottingham			NG2 7PR	United Kingdom
BizzEnergy Limited (in receivership)	c/o KPMG LLP	One Snowhill	Snow Hill	Queensway	Birmingham	B4 6GH	United Kingdom
Blizzard Utilities Limited	Exchange House	1 Seldon Hill	Hemel Hempstead	Hertfordshire		HP2 4TN	United Kingdom
BP Energy Europe Limited	1 Wellheads Avenue			Dyce	Aberdeen	AB21 7PB	United Kingdom
BP Gas Marketing Limited	Chertsey Road		Sunbury On Thames	Middlesex		TW16 7BP	United Kingdom

<sup>19</sup> Electricity licence holders are listed at: <https://www.ofgem.gov.uk/publications-and-updates/all-electricity-licensees-registered-addresses>

## Treatment of white label providers in the domestic retail market

Brilliant Energy Limited	c/o Callax Limited	Level 7, Tower 42	25 Old Broad Street	London		EC2N 1HN	United Kingdom
Britannia Gas Limited	Balmoral House	Warwick Court	Park Road	Middleton		M24 1AE	United Kingdom
British Energy Direct Limited	Barnett Way			Barnwood	Gloucester	GL4 3RS	United Kingdom
British Gas Trading Limited	Millstream	Maidenhead Road	Windsor	Berkshire		SL4 5GD	United Kingdom
Bronze Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
Business Energy Solutions Limited	Parkside Stand	Fleetwood Town Football Club	Park Avenue	Fleetwood		FY7 6TX	United Kingdom
Cardiff Energy Supply Limited	25 Fidlax Road		Cardiff			CF14 0LW	United Kingdom
Ceres Energy Limited	Harlequin House, Clayton Road		Newcastle upon Tyne			NE2 4RP	United Kingdom
Chevron Products UK Limited	1 Westferry Circus	Canary Wharf	London			E14 4HA	United Kingdom
Cofathec Heatsave Limited	Stuart House	Coronation Road, Cressex Business Park	High Wycombe	Buckinghamshire		HP12 3TA	United Kingdom
Contract Natural Gas Limited	CNG House	5 Victoria Avenue	Harrogate	North Yorkshire		HG1 1EQ	United Kingdom
Co-Operative Energy Limited	Co-operative House	Warwick Technology Park	Gallows Hill	Warwick		CV34 6DA	United Kingdom
Copper Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
Corona Energy Retail 1 Limited	Edward Hyde Building	38 Clarendon Road		Watford		WD17 1JW	United Kingdom
Corona Energy Retail 2 Limited	50 Lothian Road	Festival Square	Edinburgh			EH3 9WJ	United Kingdom
Corona Energy Retail 3 Limited	Edward Hyde Building	38 Clarendon Road		Watford		WD17 1JW	United Kingdom
Corona Energy Retail 4 Limited	Edward Hyde Building	38 Clarendon Road		Watford		WD17 1JW	United Kingdom
Corona Energy Retail 5 Limited	Edward Hyde Building	38 Clarendon Road		Watford		WD17 1JW	United Kingdom
Coulomb Energy Supply Limited	PX House	Westpoint Road	Stockton-on-Tees			TS17 6BF	United Kingdom
Covent Energy Limited	8 Church Meadows	Toddington		Cheltenham	Gloucestershire		United Kingdom
Crown Gas and Power Limited	The Oil Centre	Bury New Road	Prettywood	Bury		BL9 7HY	United Kingdom
Crown Oil Limited	The Oil Centre	Bury New Road		Heap Bridge	Bury	BL9 7HY	United Kingdom

## Treatment of white label providers in the domestic retail market

							Kingdom
Daligas Limited	178 Seven Sisters Road		London			N7 7PX	United Kingdom
Danske Commodities A/S	Vaerkmestergade 3	3rd Floor		8000 Aarhus C			Denmark
Data Energy Management Services Limited	Bentfield Place	Bentfield Road	Stansted	Essex		CM24 8HL	United Kingdom
Distrigas S.A.	Rue de Lindustrie 10		Brussels			1000	Belgium
Distrigaz S.A/NV	Avenue Des Arts 31		Brussels			1040	Belgium
Dong Energy Power Sales UK Limited	1-3 The Strand			London		WC2N 5EJ	United Kingdom
Dong Energy Sales (UK) Limited	1-3 Strand		London			WC2N 5EJ	United Kingdom
Dong Naturgas A/S	Agern Alle 24 - 26		Horsholm			2970	Denmark
Donnington Energy Limited	c/o Opus Energy	Lambourne House	311-321 Banbury Road	Oxford		OX2 7JF	United Kingdom
Dual Energy Direct Limited	4th Floor	Premium House	The Esplanade	Worthing	West Sussex	BN11 2BJ	United Kingdom
E (Gas and Electricity) Limited	Concorde House	Trinity Park	Bickenhill Lane	Birmingham		B37 7UQ	United Kingdom
E.ON Energy Gas (Eastern) Limited	Westwood Way	Westwood Business Park	Coventry	Warwickshire		CV4 8LG	United Kingdom
E.ON Energy Gas (North West) Limited	Westwood Way	Westwood Business Park	Coventry	Warwickshire		CV4 8LG	United Kingdom
E.ON Energy Solutions Limited	Westwood Way	Westwood Business Park	Coventry	Warwickshire		CV4 8LG	United Kingdom
E.ON UK Gas Limited	Westwood Way	Westwood Business Park	Coventry	Warwickshire		CV4 8LG	United Kingdom
E.ON UK Plc	Westwood Way	Westwood Business Park	Coventry	Warwickshire		CV4 8LG	United Kingdom
Eclipse Energy Supply Limited	286A High Street		Dorking	Surrey		RH4 1QT	United Kingdom
Eco Green Management Limited	Airedale House	423 Kirkstall Road	Leeds			LS4 2EW	United Kingdom
Economy Energy Supply Ltd	164 Avenue H, National Agricultural Centre	Stoneleigh Park	Kenilworth	Warwickshire		CV8 2LG	United Kingdom
Economy Energy Trading Limited	164 Avenue H, National Agricultural Centre	Stoneleigh Park	Kenilworth	Warwickshire		CV8 2LG	United Kingdom
Economy Gas Limited	Universal House	Longley Lane	Manchester			M22 4SY	United Kingdom
EDF Energy Customers Plc	40 Grosvenor Place	Victoria	London			SW1X 7EN	United Kingdom

## Treatment of white label providers in the domestic retail market

EDF Trading Limited	80 Victoria Street	Cardinal Place, 3rd Floor	London			SW1E 5JL	United Kingdom
Edgware Energy Limited	8 Church Meadows	Toddington		Cheltenham	Gloucestershire	GL54 5DB	United Kingdom
Effortless Energy Ltd.	Chatterley Whitfield Enterprise Centre	Chatterley Whitfield	Biddulph Road	Stoke-on-Trent	Staffordshire	ST6 8UW	United Kingdom
Electricity Direct (UK) Limited	Millstream	Maidenhead Road		Windsor	Berkshire	SL4 5GD	United Kingdom
Electricity Plus Supply Limited	Network HQ	508 Edgware Road	The Hyde	London		NW9 5AB	United Kingdom
Emexconsult Limited	5 Loughanlea Lane		Ballycarry	Carrickfergus	County Antrim	BT38 9JQ	United Kingdom
Eneco Energy Trade BV	Rivium Quadrant 75	Capelle a/d IJssel				2909LC	The Netherlands
Energy COOP Limited	Co-operative House	Warwick Technology Park	Gallows Hill	Warwick	Warwickshire	CV34 6DA	United Kingdom
Energy Data Company Limited	Hurst House	131-133 New London Road		Chelmsford	Essex	CM2 0QT	United Kingdom
Energyq Limited	4 Beech Avenue		Worcester	Worcestershire		WR3 8PZ	United Kingdom
ENI Gas & Power	Guimardstraat 1 A	1040 BRUSSELS					Belgium
ENI Trading & Shipping S.P.A	Via Laurentina 449			142		Rome	Italy
Eni UK Limited	ENI House	10 Ebury Bridge Road	London			SW1W 8PZ	United Kingdom
Enterprise Gas Limited	Berkhamsted House	121 High Street	Berkhamsted	Herts		HP4 2DJ	United Kingdom
Envy Energy Limited	3 Crescent Road			Sheffield		S7 1HJ	United Kingdom
EPG Energy Limited	Hurst House	131-133 New London Road		Chelmsford	Essex	CM2 0QT	United Kingdom
ETUL Limited	22 The Ropewalk			Nottingham	Nottinghamshire	NG1 5DT	United Kingdom
Extra Energy Supply Limited	20 Colmore Circus	Queensway		Birmingham		B4 6AT	United Kingdom
F & S Energy Limited	23 Hall Street			Chelmsford	Essex	CM2 0HG	United Kingdom
Fairline Gas Ltd	2 Chapel Close	Mutton Hill	Connor Downs	Cornwall		TR27 5EJ	United Kingdom
Farmoor Energy Limited	Lambourne House	311-321 Banbury Road			Oxford	OX2 7JH	United Kingdom
Farringdon Energy Limited	8 Church Meadows	Toddington		Cheltenham	Gloucestershire	GL54 5DB	United Kingdom
First Utility Limited	Point 3	Opus 40 Business Park	Haywood Road		Warwick	CV34 5AH	United Kingdom

## Treatment of white label providers in the domestic retail market

Flogas Britain Limited	81 Rayns Way	Syston	Leicester	Leicestershire		LE7 1PF	United Kingdom
Flow Energy Limited	Felaw Maltings	Ground Floor	48 Felaw Street	Ipswich		IP2 8PN	United Kingdom
Future Energy Utilities Ltd	Muckles LLP	32 Gallowgate		Newcastle Upon Tyne	Tyne and Wear	NE1 4BF	United Kingdom
Fylde Gas and Power Limited	52 The Villas	Lytham Quays	Lytham St Annes	Lancs		FY8 5TH	United Kingdom
Gas Plus Supply Limited	Network HQ	508 Edgware Road	London			NW9 5AB	United Kingdom
Gazprom Marketing & Trading Retail Limited	Regent's Place 2	20 Triton Street	London			NW1 3BF	United Kingdom
GB Energy Supply Ltd	The Energy Centre	523 Garstang Road	Broughton	Preston		PR3 5DL	United Kingdom
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		LS12 1BE	United Kingdom
GDF Suez Solutions Limited	No 1 Leeds	26 Whitehall Road	Leeds	West Yorkshire		LS12 1BE	United Kingdom
GnERGY Limited	119 Wren Way		Farnborough	Hampshire		GU14 8TA	United Kingdom
Gold Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
Goldgas UK Limited	6th Floor	94-96 Wigmore Street	London			W1U 3RF	United Kingdom
Good Energy Gas Limited	Monkton Reach	Monkton Hill	Chippenham			SN15 1EE	United Kingdom
Good Energy Limited	Monkton Reach			Monkton Hill	Chippenham	SN15 1EE	United Kingdom
Green Energy (UK) plc	Black Swan House	23 Baldock Street	Ware	Hertfordshire		SG12 9DH	United Kingdom
Greengas Direct Limited	4 Croft Court	Whitehills Business Park	Blackpool			FY4 5PR	United Kingdom
Hartree Partners Power & Gas Company (UK) Limited	33 Grosvenor Place		London			SW1X 7HY	United Kingdom
Haven Power Limited	Drax Power Station			Selby	North Yorkshire	YO8 8PH	United Kingdom
Highclare Trading Limited	73 Cornhill			London		EC3V 3QQ	United Kingdom
HM British Natural Gas Ltd	Angel House	225 Marsh Wall	Isle of Dogs	London		E14 9FW	United Kingdom

## Treatment of white label providers in the domestic retail market

							Kingdom
Holborn Energy Limited	Suite 4	Number 1 @ The Beehive,	Shadworth Buisness Park	Blackburn	Lancs	BB1 2QS	United Kingdom
Home Counties Energy Plc	90 Tadcaster Road	Dringhouses		York		YO24 1LT	United Kingdom
Hudson Energy Supply UK Limited	Fasken Martineau LLP	17 Hanover Square	London			W1S 1HU	United Kingdom
I Supply Electricity 2 Limited	c/o Gilmond Consulting	Richmond House	Yelverton Road	Bournemouth	Dorset	BH1 1DA	United Kingdom
I Supply Electricity Limited	c/o Gilmond Consulting	Richmond House	Yelverton Road	Bournemouth	Dorset	BH1 1DA	United Kingdom
I Supply Energy Limited	Richmond Hill	Richmond House	Bournemouth	Dorset		BH2 6EQ	United Kingdom
I.A.Z.F.S. Limited	83 Ducie Street		Manchester			M1 2JQ	United Kingdom
ICD Gas Limited	115 Craven Park Road		London			N15 6BL	United Kingdom
ICS Energy Limited	1 Minster Court	Tuscam Way		Camberley	Surrey	GU15 3YY	United Kingdom
International Power Fuel Company Limited	Senator House	85 Queen Victoria Street	London			EC4V 4DP	United Kingdom
International Power Ltd.	Level 20	25 Canada Square	London			E14 5LQ	United Kingdom
IPM Energy Retail Limited	No 1 Leeds	26 Whitehall Road	Leeds	West Yorkshire		LS12, 1BE	United Kingdom
Iresa Limited	145-157 St John Street		London			EC1V 4PW	United Kingdom
JP Morgan Securities Plc	25 Bank Street	Canary Wharf	London			E14 5JP	United Kingdom
K O Brokers Limited	Euro House	1394 High Road	Whetstone	London		N20 9YZ	United Kingdom
KAL-Energy Limited	Unit 18 The Bridge Business Centre	Beresford Way		Chesterfield	Derbyshire	S41 9FG	United Kingdom
Kensington Power Limited	CPK House, 2 Horizon Place	Nottingham Business Park	Mellors Way	Nottingham		NG8 6PY	United Kingdom
Krave Management Limited	Eaton House	Station Road	Guiseley	Leeds		LS20 8BX	United Kingdom
Krave Management Limited	Eaton House	Station road	Guiseley	Leeds		LS20 8BX	United Kingdom
Loco2 Energy Supply Ltd.	Barkhill House	Shire Lane	Chorleywood	Rickmansworth	Herts	WD3 5NT	United Kingdom
Locus Energy Ltd	Chandos Business Centre	87 Warwick Street	Leamington Spa	Warwickshire		CV32 4RJ	United Kingdom

## Treatment of white label providers in the domestic retail market

Lourdes Associates Limited	25 Maney Corner		Sutton Coldfield	West Midlands		B72 1QL	United Kingdom
Lovely Energy Limited	72 Hawlands		Rugby	Warwickshire		CV21 1LJ	United Kingdom
MA Energy Limited	45 Skylines Village	Limeharbour		London		E14 9TS	United Kingdom
Macquarie Bank Limited	Ropemaker Place	28 Ropemaker Street	London			EC2Y 9HD	United Kingdom
Macquarie Commodities Finance (UK) Limited	Ropemaker Place	28 Ropemaker Street	London			EC2Y 9HD	United Kingdom
Macquarie Factoring (UK) Limited	Ropemaker Place	28 Ropemaker Street	London			EC2Y 9HD	United Kingdom
Marble Power Limited	Roxborough House	273-287 Regent Street		London		W1B 2HA	United Kingdom
Mercuria Energy Europe Trading Limited	55 New Bond Street		London			W1S 1DG	United Kingdom
Mercuria Energy Trading SA	50 Rue Du Rhone		1204 Geneva				Switzerland
Mercury Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
Morgan Stanley Capital Group Inc	The Corporation Trust Company	The Corporation Trust Centre	1209 Orange Street		Wilmington	DE 19801	USA
MVV Environment Services Limited	1 Wood Street	c/o Eversheds LLP		London		EC2V 7WS	United Kingdom
MyLife Home Energy Limited	71-75 SHELTON STREET		LONDON			WC2H 9JQ	United Kingdom
Nationwide Electricity Limited	Unit One, Maple Court	Maple Road	Tankersley	Barnsley	South Yorkshire	S75 3DP	United Kingdom
Nationwide Gas Limited	3 Pegasus House	Pegasus Court, Olympus Avenue	Warwick	Warwickshire		CV34 6LW	United Kingdom
Neas Energy Limited	35 Catherine Place				London	SW1E 6DY	United Kingdom
New Stream Renewables Limited	Suite 3 Staple Gardens	4 Charlecote Mews		Winchester	Hampshire	SO23 8SR	United Kingdom
Nickel Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
North Sea Gas Limited	Wellesbourne House	Walton Road, Wellesbourne	Warwick	Warwickshire		CV35 9JB	United Kingdom
Npower Commercial Gas Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
Npower Direct Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
Npower Gas Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom

## Treatment of white label providers in the domestic retail market

Npower Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
Npower Northern Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
Npower Northern Supply Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
Npower Yorkshire Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
Npower Yorkshire Supply Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
Open4Energy Limited	8 Forty Green Drive		Marlow	Bucks		SL7 2JY	United Kingdom
Opus Energy (Corporate) Limited	c/o Opus Energy	Lambourne House	311-321 Banbury Road	Summertown	Oxford	OX2 7JH	United Kingdom
Opus Energy Limited	c/o Opus Energy	Lambourne House	311-321 Banbury Road	Summertown	Oxford	OX2 7JH	United Kingdom
Opus Energy Renewables Limited	Lambourne House		311-321 Banbury Road	Summertown	Oxford	OX2 7JH	United Kingdom
Opus Gas Supply Limited	c/o Opus Energy	Lambourne House	311-321 Banbury Road	Oxford		OX2 7JF	United Kingdom
Osmium Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
OVO Electricity Limited	1 Rivergate	Temple Quay		Bristol		BS1 6ED	United Kingdom
Ovo Gas Limited	1 Rivergate	Temple Quay	Bristol			BS1 6ED	United Kingdom
Paddington Power Limited	Suite 4	Number 1 @ The Beehive	Shadworth Buisness Park	Blackburn	Lancs	BB1 2QS	United Kingdom
Palladium Energy Supply Limited	84 Albion Street			Leeds	West Yorkshire	LS1 6AD	United Kingdom
Pan-Utility Limited	Phoenix House	Desborough Park Road	High Wycombe	Buckingham shire		HP12 3BQ	United Kingdom
Places for People Energy Limited	80 Cheapside		London			EC2V 6EE	United Kingdom
Places for People Energy Supplies Limited	80 Cheapside			London		EC2V 6EE	United Kingdom
Power4All Limited	Legal Department	Asda House	Southbank Great Wilson Street	Leeds	West Yorkshire	LS11 5AD	United Kingdom
Powerq Limited	4 Beech Avenue		Worcester	Worcestershire		WR3 8PZ	United Kingdom,
R Electrics Limited	Onega Housed	112 Main Road		Sidcup	Kent	DA14 6NE	United Kingdom
Regent Gas Limited	Regent House	Kendal Avenue	London			W3 0XA	United Kingdom



## Treatment of white label providers in the domestic retail market

Regent Power Limited	c/o Godley & Co	Congress House	14 Lyon Road	Harrow	Middx	HA1 2EN	United Kingdom
Reuben Power Supply Limited	Level 5	2 More London Riverside		London		SE1 2AP	United Kingdom
Rhodium Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
Riadace Ltd	Monarch House	1 Smyth Road	Bristol			BS3 2BX	United Kingdom
RMA Dorex UK Ltd	72 Great Suffolk Street			London		SE1 0BL	United Kingdom
Robin Hood Energy Limited	Loxley House	Station Street	Nottingham			NG2 3NG	United Kingdom
RWE Generation UK Plc	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
RWE Supply and Trading GmbH	Trigonos	Windmill Hill Business Park	Swindon	Wiltshire		SN5 6PB	United Kingdom
S. C. Isramart SRL	Str. Carpatilor No 55	Bl. D19	Sc.B	Ap.11	500269 Brasov	Brasov	Romania
Scottish Power Energy Retail Limited	1 Atlantic Quay	Robertson Street			Glasgow	G2 8SP	United Kingdom
Seaboard Energy Gas Limited	40 Grosvenor Place	Victoria	London			SW1X 7EN	United Kingdom
SEEBOARD Energy Limited	40 Grosvenor Place	Victoria	London			SW1X 7EN	United Kingdom
Shale Gas UK Limited	Carrington Accountants	14 Mill Street	Bradford	West Yorkshire		BD1 4AB	United Kingdom
Silver Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
Simply Electricity Limited	c/o Gilmond Consulting	Richmond House	Yelverton Road	Bournemouth	Dorset	BH1 1DA	United Kingdom
Sinq Power Limited	4 Beech Avenue		Worcester	Worcestershire		WR3 8PZ	United Kingdom
Smart Electricity Limited	Suite 25	Ladyburn Business Centre	Pottery Street	Greenock	Renfrewshire	PA15 2UH	United Kingdom
Smarter Eco Energy Limited	81 Welbeck Avenue	Chadderton	Oldham			OL9 9PE	United Kingdom
SmartestEnergy Limited	Dashwood House	69 Old Broad Street	London			EC2M 1QS	United Kingdom
Social Ventures in Energy Limited	Carpenters Workshop Units 2A & 2B Sawmills	Swane Lane, Combe	Witney	Oxfordshire		OX29 8ET	United Kingdom
Société Valmy Défense 17	37 Avenue du Maréchal de Lattre de Tassigny	59350 Saint André Lez Lille					France
South Wales Electricity Limited	55 Vastern Road		Reading			RG1 8BU	United Kingdom

## Treatment of white label providers in the domestic retail market

Southern Electric Gas Limited	55 Vastern Road		Reading			RG1 8BU	United Kingdom
Spark Energy Supply Limited	Regent House	316 Beulah Hill	Upper Norwood	London		SE19 3HF	United Kingdom
SSE Energy Supply Limited	55 Vastern Road		Reading			RG1 8BU	United Kingdom
Statkraft Markets GmbH	Derendorfer Allee 2a					40476 Dusseldorf	Germany
Statoil (UK) Limited	1 Kingdom Street		London			W2 6BD	United Kingdom
Statoil Gas Trading Limited	1 Kingdom Street		London			W2 6BD	United Kingdom
Suisse Gas UK Limited	6th Floor	94 Wigmore Street	London			W1U 3RF	United Kingdom
Supply Energy Limited	C/O Gilmond Consulting	Richmond House		Richmond Hill	Bournemouth	BH2 6EQ	United Kingdom
SWALEC Gas Limited	55 Vastern Road		Reading			RG1 8BU	United Kingdom
Swift Administration Limited	52 High Street		Pinner	Middleses		HA5 5PW	United Kingdom
Symbio Energy Solutions LLP	Symbio Serviced Offices	Whiteleaf Road	Hemel Hempstead	Herts		HP3 9PH	United Kingdom
Telecom Plus PLC	Network HQ	333 Edgware Rd	London			NW9 6TD	United Kingdom
Tempus Energy Supply Ltd	c/o Harrison Clark Rickerbys Limited	5 Deansway			Worcester	WR1 2JG	United Kingdom
The Nuclear Decommissioning Authority	Herdus House	Westlakes Science and Technology Park	Moor Row	Cumbria		CA24 3HU	United Kingdom
The Renewable Energy Company Limited	Unicorn House	7 Russell Street	Stroud	Gloucestershire		GL5 3AX	United Kingdom
The Royal Bank of Scotland Public Limited Company	36 Andrew Square		Edinburgh			EH2 2YB	United Kingdom
Total Energy Gas Supplies Limited	CNG House	5 Victoria Avenue	Harrogate	North Yorkshire		HG1 1EQ	United Kingdom
Total Gas & Power Limited	10 Upper Bank Street	Canary Wharf	London			E14 5BF	United Kingdom
Tradelink Solutions Limited	Barkhill House	Shire Lane	Chorleywood	Rickmansworth	Herts	WD3 5NT	United Kingdom
Tramonto Power Limited	4 Beech Avenue		Worcester	Worcestershire		WR3 8PZ	United Kingdom
UK Healthcare Corporation Limited	Unit D	Madison Place Central Park	Northampton Road		Manchester	M40 5BQ	United Kingdom
Unigas Limited	545 Hyde Road		Manchester			M1Z 5NQ	United Kingdom

## Treatment of white label providers in the domestic retail market

							Kingdom
Universal Bioenergy Limited	117 Dartford Road		Dartford	Kent		DA1 3EN	United Kingdom
Universal Utilities Limited	Universal House	Longley Lane		Manchester		M22 4SY	United Kingdom
Utilita Energy Limited	Secure House	Moorside Road	Winchester	Hampshire		SO23 7RX	United Kingdom
Utilita Gas Limited	Secure House	Moorside Road	Winchester	Hampshire		SO23 7RX	United Kingdom
Utility Partnership Limited	Prennau House	Copse Walk	Cardiff Gate Business Park		Cardiff	CF23 8XH	United Kingdom
Uttily plc	118 Piccadilly		Mayfair	London		W1J 7NW	United Kingdom
Valero Energy UK Ltd	11 Old Jewry	7th Floor	London			EC2R 8DU	United Kingdom
Vattenfall Energy Trading GmbH	Dammtorstrasse 29-32				Hamburg , 20354	Hamburg 20354	Germany
Vavu Power Limited	4 Beech Avenue		Worcester	Worcestershire		WR3 8PZ	United Kingdom
Vayu Limited	3rd Floor	Macken House	39-40A Mayor Street	Dublin 1			Ireland
Wilton Energy Limited	Sembcorp UK Headquarters	Wilton International		Middlesbrough		TS90 8WS	United Kingdom
WINGAS GmbH	Friedrich Ebert Str. 160			34119		Kassel	Germany
Wingas UK Limited	Burleigh House	73-75 Sheen Road	Richmond	Surrey		TW9 1YJ	United Kingdom
Xcel Power Limited	11 Longley Lane	Spondon	Derby	Derbyshire		DE21 7AT	United Kingdom
Zog Energy Limited	IP-City Centre	1 Bath Street	Ipswich			IP2 8SD	United Kingdom

## Appendix 4 - Licence modification notice, gas

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**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)**

**MODIFICATION PURSUANT TO SECTION 23 OF THE GAS ACT 1986 OF THE  
STANDARD CONDITIONS OF GAS SUPPLY LICENCES GRANTED OR TREATED  
AS GRANTED UNDER SECTION 7A(1)(a) 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  
ELECTRICITY ACT 1986.**

Whereas –

1. Each of the companies to whom this document is addressed (a Licence Holder) holds a gas supply licence granted, or treated as granted a Licence under 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 20 February 2015 (the Notice) that it proposed to modify condition 31D of the Licence and by requiring any representations to the modification to be made on or before 20 March 2015.
3. In accordance with section 23(4)(b) of the Act, the Authority gave notice of its intention to make the modification to the Secretary of State and has not received a direction not to make the modification.
4. Prior to the close of the consultation period in respect of the Notice, the Authority received eight responses. All non-confidential responses in relation to the proposed licence modification are available free of charge from the Ofgem Research and Information Centre, 9 Millbank, London SW1P 3GE or from the Ofgem website [www.ofgem.gov.uk](http://www.ofgem.gov.uk). Our response to these comments is set out in the accompanying document.
5. The Authority considered it necessary to make one minor alteration to the modification set out in the Notice. This alteration is shown in the attached Schedule 1 and highlighted in bold red underline in Schedule 2. The reason for the differences between the modification set out in the Notice and the modification reflected in Schedule 1 is to remove the potential unintended consequence of restricting a partner supplier's ability to provide certain services to its white labels, highlighted by the responses to the Notice.
6. The Authority has carefully considered in relation to the proposed modification all

representations received and has decided to proceed with the modification proposed in the Notice in addition to the modification referred to in paragraph 5 above.

7. In accordance with section 38A of the Act the reasons for making the licence modifications are to provide a consistent and enduring future regime for white labels which benefits consumers. Further details of reasons for the licence modification are stated in the following documents:
    - White Label Providers – Decision Document, 03 June 2015
    - White Label Providers – Statutory Consultation, 20 March 2015
    - White Label Providers – Consultation, 11 September 2014
    - White Label Providers – Call for Evidence, 07 March 2014
    - White Label Providers – Minutes from Stakeholder event minutes, 12 August 2014
  8. The effect of the modification is described in the documents referred to in paragraph 7 above. In summary, the modification:
    - Removes the current temporary provisions for white labels in existence as at 1 March 2013;
    - Introduces a permanent regime which allows new white label providers to enter the market;
    - Allows Suppliers to have more than one white label;
    - Amends the Alternative Cheapest tariff message to (i) enable customers of a licensed Supplier to see the cheapest tariff from all of the licensed Supplier's own tariffs and white label providers' tariffs and (ii) enable customers of a white label provider to see the cheapest tariff from the white label and the partner licensed Supplier;
    - Creates a new definition of white label which only allows genuine white labels to enter the market but allows some flexibility in back office marketing support from licensed Suppliers so long as this is not under their own brand name.
  9. Where an application for permission to appeal the Authority's decision is made to the Competition and Markets Authority under section 23B of the Act, Rule 5.7 of the CMA's Energy Licence Modification Appeals Rules<sup>20</sup> requires that the appellant must 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 3 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**
10. In accordance with the powers contained in section 23(1)(b) of the Act, the Authority hereby modifies the standard licence conditions for all gas Suppliers in the manner specified in attached Schedule 1. This decision will take effect on and

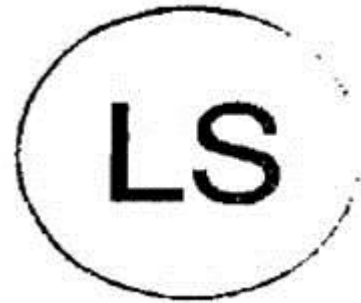
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<sup>20</sup> The rules were published by the Competition Commission in September 2012. On 1 April 2014, the Competition Commission was abolished and its functions transferred to the Competition and Markets Authority (CMA).

from 00:00 on 01 October 2015.

- 11.** This document constitutes notice of the reasons for the decision to modify the gas supply licences as required by section 38A of the Act.

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



**Neil Barnes**

.....  
**Neil Barnes, Associate Partner**

**Duly authorised on behalf of the  
Gas and Electricity Markets Authority  
2015**

03 June 2015

**Schedule 1: Minor changes to the drafting of the modifications following statutory consultation**

Standard condition	Change following statutory consultation	Reason for change
31D.25	Insertion of the words “using its own brand name,” in limb (c)	This change better reflects the policy intention because it avoids unintentional restrictions on partner suppliers’ support to white labels

## Schedule 2: Licence drafting

The text below which is highlighted by track changes constitutes the modification to standard condition 31D of the electricity supply licence. Insertions are shown by underlined blue text and deletions are shown by blue strikethrough text. Text in bold red underline is a new change since the statutory consultation:

### 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.

(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.

(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:

- (g) a Discount of a precise monetary amount that is Continuously Applied on a daily basis;
- (h) (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;
- (i) subject to the same terms and conditions throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (j) of the same monetary amount throughout Great Britain in respect of all Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (k) not expressed as a percentage; and
- (l) 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:

- (g) a Discount of a precise monetary amount that is Continuously Applied on a daily basis;
- (h) (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;

- (i) subject to the same terms and conditions throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (j) of the same monetary amount throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (k) not expressed as a percentage; and
- (l) 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:

- (g) a Discount of a precise monetary amount that is Continuously Applied on a daily basis;
- (h) (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;
- (i) subject to the same terms and conditions throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (j) of the same monetary amount throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (k) not expressed as a percentage; and
- (l) 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:

- (g) a Discount of a precise monetary amount that is Continuously Applied on a daily basis;
- (h) (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;

- (i) subject to the same terms and conditions throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (j) of the same monetary amount throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;
- (k) not expressed as a percentage; and
- (l) 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 Gas as between payment methods:

- (e) comply with standard condition 27;
- (f) are applied in the same way to all Domestic Customers with the same payment method;
- (g) 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
- (h) 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 Gas as between payment methods that apply in respect of a White Label Tariff of the same White Label Tariff Provider:

- (e) comply with standard condition 27;

- (f) are applied in the same way to all Domestic Customers with the same payment method;
- (g) 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
- (h) 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:

- (c) use any additional Tied Bundles with those Core Tariffs; and
- (d) 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:

- (c) use any additional Tied Bundles with those White Label Tariffs; and
- (d) 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):

(e) 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;

(f) is not:

- (v) pounds sterling or any currency of any other country;
  - (vi) capable of being directly redeemed (rather than sold) for pounds sterling or any currency of any other country;
  - (vii) in any way applied to (rather than incorporated within) a Unit Rate or Standing Charge; and
  - (viii) in any way capable of being applied to a Unit Rate or Standing Charge by a Domestic Customer;
- (g) is not expressed as a percentage; and
- (h) subject to paragraph 22B.24, is only presented as a monetary amount in either:
  - (iii) pounds sterling per year; or
  - (iv) 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:

- (e) 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;
- (f) is not:
  - (v) pounds sterling or any currency of any other country;
  - (vi) capable of being directly redeemed (rather than sold) for pounds sterling or any currency of any other country;
  - (vii) in any way applied to (rather than incorporated within) a Unit Rate or Standing Charge; and
  - (viii) in any way capable of being applied to a Unit Rate or Standing Charge by a Domestic Customer;
- (g) is not expressed as a percentage; and
- (h) subject to paragraph 22B.24, is only presented as a monetary amount in either:

- (iii) pounds sterling per year; or
- (iv) 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:



- (c) use any additional Tied Reward Points Discounts as a mandatory part of those White Label Tariffs; and
- (d) 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:

- (c) subject to paragraph 22B.28, is Continuously Applied on a daily or per kWh basis;
- (d) 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:
  - (v) pounds sterling or any currency of any other country;
  - (vi) capable of being directly redeemed (rather than sold) for pounds sterling or any currency of any other country;
  - (vii) in any way applied to (rather than incorporated within) a Unit Rate or Standing Charge; and
  - (viii) 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):

- (c) subject to paragraph 22B.28A, is Continuously Applied on a daily or per kWh basis;
- (d) 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:
  - (v) pounds sterling or any currency of any other country;
  - (vi) capable of being directly redeemed (rather than sold) for pounds sterling or any currency of any other country;
  - (vii) in any way applied to (rather than incorporated within) a Unit Rate or Standing Charge; and
  - (viii) 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:

- (c) the Relevant Product is not a Discount of a type which is subject to paragraphs 22B.5, 22B.6, and 22B.7; and
- (d) where the Domestic Customer terminates their Domestic Supply Contract:
  - (iii) the Domestic Customer is not required to pay back or otherwise return a Relevant Product which has already been received; and
  - (iv) 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:

- (c) the Relevant Product is not a Discount of a type which is subject to paragraphs 22B.5A, 22B.6A, and 22B.7A; and
- (d) where the Domestic Customer terminates their Domestic Supply Contract:
  - (iii) the Domestic Customer is not required to pay back or otherwise return a Relevant Product which has already been received; and
  - (iv) 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:

- (e) subject to the same terms and conditions throughout Great Britain for each charge or fee (including a Termination Fee) of the same type;
- (f) 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;
- (g) not expressed as a percentage; and
- (h) subject to paragraph 22B.24, expressed as a monetary amount in either:
  - (iii) pounds sterling per year; or
  - (iv) 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:

- (e) subject to the same terms and conditions throughout Great Britain for each charge or fee (including a Termination Fee) of the same type;
- (f) 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;
- (g) not expressed as a percentage; and
- (h) subject to paragraph 22B.24, expressed as a monetary amount in either:
  - (iii) pounds sterling per year; or
  - (iv) 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:

- (j) their Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff the Domestic Customer is currently subject to;
- (k) where the Domestic Customer is not subject to a Prepayment Meter, the cheapest Tariff compatible with the Gas Meter installed at the Domestic Customer's premises;
- (l) 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;
- (m) their Account Management Arrangement;
- (n) where the Domestic Customer is subject to an Evergreen Supply Contract, an Evergreen Supply Contract;
- (o) where the Domestic Customer is subject to a Fixed Term Supply Contract, a Fixed Term Supply Contract;
- (p) where the Domestic Customer is subject to a White Label Tariff, a White Label Tariff of the same White Label Tariff Provider;
- (q) where the Domestic Customer is not subject to a White Label Tariff, a Tariff which is not a White Label Tariff; and
- (r) 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:

- (g) their Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff the Domestic Customer is currently subject to;
- (h) where the Domestic Customer is not subject to a Prepayment Meter, the cheapest Tariff compatible with the Gas Meter installed at the Domestic Customer's premises;
- (i) where the Domestic Customer is subject to a Prepayment Meter, the cheapest Tariff compatible with any Gas Meter which could be installed at the Domestic Customer's premises;
- (j) where the Domestic Customer is subject to a White Label Tariff:

[\(iii\) a White Label Tariff of the same White Label Tariff Provider; or](#)  
[\(iv\) a Tariff of the licensee which is not a White Label Tariff;](#)

(k) where the Domestic Customer is not subject to a White Label Tariff,

[\(iii\) a Tariff which is not a White Label Tariff; or](#)  
[\(iv\) a White Label Tariff of any White Label Tariff Provider of the licensee;](#) and

(l) 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:

- (h) 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;
- (i) their current payment method;
- (j) their current Relevant Meter Type;
- (k) 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
- (l) their Account Management Arrangement;
- (m) where the Domestic Customer is subject to a White Label Tariff, a White Label Tariff of the same White Label Tariff Provider; and
- (n) 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 Gas Licensees, the licensee and any Affiliate Gas Licensees may) replace a White Label Tariff, the licensee must ensure (or, where there are any Affiliate Gas Licensees, the licensee and any Affiliate Gas Licensees must collectively ensure) that the total number of White Label Tariffs which are in use does not exceed the total number of White Label Tariffs which were in use on 1 March 2013.~~

### **Commencement of condition**

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

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

~~31D.26 Paragraph 31D.21 will come into effect on the date the definition of "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:~~

- (c) offered by virtue of a Gas Supply Licence of the licensee or an Affiliate Licensee; ~~and~~
- (d) ~~which~~ uses the brand name of a person that does not hold an Gas Supply Licence (excluding any Subsidiary, Holding Company, or Subsidiary of a Holding Company of the licensee which does not hold a Gas Supply Licence); ~~and~~
- (c) ~~in respect of which the licensee does not, **using its own brand name,** 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.

### Schedule 3: Relevant Licence Holders<sup>21</sup>

Licensee	Address 1	Address 2	Address 3	Address 4	Address 5	Post code	Country
Addito Supply Limited	1 America Square	Crosswall	London			EC3N 2SG	United Kingdom
Adrian Francis Associates Limited	Reedham House	31 King Street West	Manchester			M3 2PJ	United Kingdom
AMRECS LLC	44 Wall Street	12th Floor	New York			NY 10005	USA
Angel Energy Limited	8 Church Meadows	8 Church Meadows	Toddington	Cheltenham	Gloucestershire	GL54 5DB	United Kingdom
Axis Telecom Limited	37-43 Shirethorn House	Prospect Street	Hull	East Yorkshire		HU2 8PX	United Kingdom
Axpo UK Limited	38 Threadnede Street		London			EC2R 8AY	United Kingdom
Barbican Power Limited	Suite 4	Number 1 @ The Beehive	Shadworth Buisness Park	Blackburn	Lancs	BB1 2QS	United Kingdom
Barrow Shipping Limited	c/o Wilkin Chapman LLP, The Maltings	11-15 Brayford Wharf East	Lincoln	Lincolnshire		LN5 7AY	United Kingdom
BES Commercial Electricity Limited	Parkside Stand	Fleetwood Town Football Club		Park Avenue	Fleetwood	FY7 6TX	United Kingdom
Bethnal Energy Limited	8 Church Meadows	Toddington		Cheltenham	Gloucestershire	GL54 5DB	United Kingdom
Better Business Energy Limited	Unit 18, The Bridge Business Centre	Beresford Way	Chesterfield	Derbyshire		S41 9FG	United Kingdom
Better Energy Supply Limited	68 Musters Road	West Bridgford	Nottingham			NG2 7PR	United Kingdom
BizzEnergy Limited (in receivership)	c/o KPMG LLP	One Snowhill	Snow Hill	Queensway	Birmingham	B4 6GH	United Kingdom
Blizzard Utilities Limited	Exchange House	1 Seldon Hill	Hemel Hempstead	Hertfordshire		HP2 4TN	United Kingdom
BP Energy Europe Limited	1 Wellheads Avenue			Dyce	Aberdeen	AB21 7PB	United Kingdom
BP Gas Marketing Limited	Chertsey Road		Sunbury On Thames	Middlesex		TW16 7BP	United Kingdom

<sup>21</sup> Gas licence holders are listed at: <https://www.ofgem.gov.uk/publications-and-updates/list-all-gas-licensees-registered-or-service-addresses>

## Treatment of white label providers in the domestic retail market

Brilliant Energy Limited	c/o Callax Limited	Level 7, Tower 42	25 Old Broad Street	London		EC2N 1HN	United Kingdom
Britannia Gas Limited	Balmoral House	Warwick Court	Park Road	Middleton		M24 1AE	United Kingdom
British Energy Direct Limited	Barnett Way			Barnwood	Gloucester	GL4 3RS	United Kingdom
British Gas Trading Limited	Millstream	Maidenhead Road	Windsor	Berkshire		SL4 5GD	United Kingdom
Bronze Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
Business Energy Solutions Limited	Parkside Stand	Fleetwood Town Football Club	Park Avenue	Fleetwood		FY7 6TX	United Kingdom
Cardiff Energy Supply Limited	25 Fidlax Road		Cardiff			CF14 0LW	United Kingdom
Ceres Energy Limited	Harlequin House, Clayton Road		Newcastle upon Tyne			NE2 4RP	United Kingdom
Chevron Products UK Limited	1 Westferry Circus	Canary Wharf	London			E14 4HA	United Kingdom
Cofathec Heatsave Limited	Stuart House	Coronation Road, Cressex Business Park	High Wycombe	Buckinghamshire		HP12 3TA	United Kingdom
Contract Natural Gas Limited	CNG House	5 Victoria Avenue	Harrogate	North Yorkshire		HG1 1EQ	United Kingdom
Co-Operative Energy Limited	Co-operative House	Warwick Technology Park	Gallows Hill	Warwick		CV34 6DA	United Kingdom
Copper Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
Corona Energy Retail 1 Limited	Edward Hyde Building	38 Clarendon Road		Watford		WD17 1JW	United Kingdom
Corona Energy Retail 2 Limited	50 Lothian Road	Festival Square	Edinburgh			EH3 9WJ	United Kingdom
Corona Energy Retail 3 Limited	Edward Hyde Building	38 Clarendon Road		Watford		WD17 1JW	United Kingdom
Corona Energy Retail 4 Limited	Edward Hyde Building	38 Clarendon Road		Watford		WD17 1JW	United Kingdom
Corona Energy Retail 5 Limited	Edward Hyde Building	38 Clarendon Road		Watford		WD17 1JW	United Kingdom
Coulomb Energy Supply Limited	PX House	Westpoint Road	Stockton-on-Tees			TS17 6BF	United Kingdom
Covent Energy Limited	8 Church Meadows	Toddington		Cheltenham	Gloucestershire		United Kingdom
Crown Gas and Power Limited	The Oil Centre	Bury New Road	Prettywood	Bury		BL9 7HY	United Kingdom
Crown Oil Limited	The Oil Centre	Bury New Road		Heap Bridge	Bury	BL9 7HY	United Kingdom

## Treatment of white label providers in the domestic retail market

							Kingdom
Daligas Limited	178 Seven Sisters Road		London			N7 7PX	United Kingdom
Danske Commodities A/S	Vaerkmestergade 3	3rd Floor		8000 Aarhus C			Denmark
Data Energy Management Services Limited	Bentfield Place	Bentfield Road	Stansted	Essex		CM24 8HL	United Kingdom
Distrigas S.A.	Rue de Lindustrie 10		Brussels			1000	Belgium
Distrigaz S.A/NV	Avenue Des Arts 31		Brussels			1040	Belgium
Dong Energy Power Sales UK Limited	1-3 The Strand			London		WC2N 5EJ	United Kingdom
Dong Energy Sales (UK) Limited	1-3 Strand		London			WC2N 5EJ	United Kingdom
Dong Naturgas A/S	Agern Alle 24 - 26		Horsholm			2970	Denmark
Donnington Energy Limited	c/o Opus Energy	Lambourne House	311-321 Banbury Road	Oxford		OX2 7JF	United Kingdom
Dual Energy Direct Limited	4th Floor	Premium House	The Esplanade	Worthing	West Sussex	BN11 2BJ	United Kingdom
E (Gas and Electricity) Limited	Concorde House	Trinity Park	Bickenhill Lane	Birmingham		B37 7UQ	United Kingdom
E.ON Energy Gas (Eastern) Limited	Westwood Way	Westwood Business Park	Coventry	Warwickshire		CV4 8LG	United Kingdom
E.ON Energy Gas (North West) Limited	Westwood Way	Westwood Business Park	Coventry	Warwickshire		CV4 8LG	United Kingdom
E.ON Energy Solutions Limited	Westwood Way	Westwood Business Park	Coventry	Warwickshire		CV4 8LG	United Kingdom
E.ON UK Gas Limited	Westwood Way	Westwood Business Park	Coventry	Warwickshire		CV4 8LG	United Kingdom
E.ON UK Plc	Westwood Way	Westwood Business Park	Coventry	Warwickshire		CV4 8LG	United Kingdom
Eclipse Energy Supply Limited	286A High Street		Dorking	Surrey		RH4 1QT	United Kingdom
Eco Green Management Limited	Airedale House	423 Kirkstall Road	Leeds			LS4 2EW	United Kingdom
Economy Energy Supply Ltd	164 Avenue H, National Agricultural Centre	Stoneleigh Park	Kenilworth	Warwickshire		CV8 2LG	United Kingdom
Economy Energy Trading Limited	164 Avenue H, National Agricultural Centre	Stoneleigh Park	Kenilworth	Warwickshire		CV8 2LG	United Kingdom
Economy Gas Limited	Universal House	Longley Lane	Manchester			M22 4SY	United Kingdom
EDF Energy Customers Plc	40 Grosvenor Place	Victoria	London			SW1X 7EN	United Kingdom

## Treatment of white label providers in the domestic retail market

EDF Trading Limited	80 Victoria Street	Cardinal Place, 3rd Floor	London			SW1E 5JL	United Kingdom
Edgware Energy Limited	8 Church Meadows	Toddington		Cheltenham	Gloucestershire	GL54 5DB	United Kingdom
Effortless Energy Ltd.	Chatterley Whitfield Enterprise Centre	Chatterley Whitfield	Biddulph Road	Stoke-on-Trent	Staffordshire	ST6 8UW	United Kingdom
Electricity Direct (UK) Limited	Millstream	Maidenhead Road		Windsor	Berkshire	SL4 5GD	United Kingdom
Electricity Plus Supply Limited	Network HQ	508 Edgware Road	The Hyde	London		NW9 5AB	United Kingdom
Emexconsult Limited	5 Loughanlea Lane		Ballycarry	Carrickfergus	County Antrim	BT38 9JQ	United Kingdom
Eneco Energy Trade BV	Rivium Quadrant 75	Capelle a/d IJssel				2909LC	The Netherlands
Energy COOP Limited	Co-operative House	Warwick Technology Park	Gallows Hill	Warwick	Warwickshire	CV34 6DA	United Kingdom
Energy Data Company Limited	Hurst House	131-133 New London Road		Chelmsford	Essex	CM2 0QT	United Kingdom
Energyq Limited	4 Beech Avenue		Worcester	Worcestershire		WR3 8PZ	United Kingdom
ENI Gas & Power	Guimardstraat 1 A	1040 BRUSSELS					Belgium
ENI Trading & Shipping S.P.A	Via Laurentina 449			142		Rome	Italy
Eni UK Limited	ENI House	10 Ebury Bridge Road	London			SW1W 8PZ	United Kingdom
Enterprise Gas Limited	Berkhamsted House	121 High Street	Berkhamsted	Herts		HP4 2DJ	United Kingdom
Envy Energy Limited	3 Crescent Road			Sheffield		S7 1HJ	United Kingdom
EPG Energy Limited	Hurst House	131-133 New London Road		Chelmsford	Essex	CM2 0QT	United Kingdom
ETUL Limited	22 The Ropewalk			Nottingham	Nottinghamshire	NG1 5DT	United Kingdom
Extra Energy Supply Limited	20 Colmore Circus	Queensway		Birmingham		B4 6AT	United Kingdom
F & S Energy Limited	23 Hall Street			Chelmsford	Essex	CM2 0HG	United Kingdom
Fairline Gas Ltd	2 Chapel Close	Mutton Hill	Connor Downs	Cornwall		TR27 5EJ	United Kingdom
Farmoor Energy Limited	Lambourne House	311-321 Banbury Road			Oxford	OX2 7JH	United Kingdom
Farringdon Energy Limited	8 Church Meadows	Toddington		Cheltenham	Gloucestershire	GL54 5DB	United Kingdom
First Utility Limited	Point 3	Opus 40 Business Park	Haywood Road		Warwick	CV34 5AH	United Kingdom

## Treatment of white label providers in the domestic retail market

Flogas Britain Limited	81 Rayns Way	Syston	Leicester	Leicestershire		LE7 1PF	United Kingdom
Flow Energy Limited	Felaw Maltings	Ground Floor	48 Felaw Street	Ipswich		IP2 8PN	United Kingdom
Future Energy Utilities Ltd	Muckles LLP	32 Gallowgate		Newcastle Upon Tyne	Tyne and Wear	NE1 4BF	United Kingdom
Fylde Gas and Power Limited	52 The Villas	Lytham Quays	Lytham St Annes	Lancs		FY8 5TH	United Kingdom
Gas Plus Supply Limited	Network HQ	508 Edgware Road	London			NW9 5AB	United Kingdom
Gazprom Marketing & Trading Retail Limited	Regent's Place 2	20 Triton Street	London			NW1 3BF	United Kingdom
GB Energy Supply Ltd	The Energy Centre	523 Garstang Road	Broughton	Preston		PR3 5DL	United Kingdom
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		LS12 1BE	United Kingdom
GDF Suez Solutions Limited	No 1 Leeds	26 Whitehall Road	Leeds	West Yorkshire		LS12 1BE	United Kingdom
GnERGY Limited	119 Wren Way		Farnborough	Hampshire		GU14 8TA	United Kingdom
Gold Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
Goldgas UK Limited	6th Floor	94-96 Wigmore Street	London			W1U 3RF	United Kingdom
Good Energy Gas Limited	Monkton Reach	Monkton Hill	Chippenham			SN15 1EE	United Kingdom
Good Energy Limited	Monkton Reach			Monkton Hill	Chippenham	SN15 1EE	United Kingdom
Green Energy (UK) plc	Black Swan House	23 Baldock Street	Ware	Hertfordshire		SG12 9DH	United Kingdom
Greengas Direct Limited	4 Croft Court	Whitehills Business Park	Blackpool			FY4 5PR	United Kingdom
Hartree Partners Power & Gas Company (UK) Limited	33 Grosvenor Place		London			SW1X 7HY	United Kingdom
Haven Power Limited	Drax Power Station			Selby	North Yorkshire	YO8 8PH	United Kingdom
Highclare Trading Limited	73 Cornhill			London		EC3V 3QQ	United Kingdom
HM British Natural Gas Ltd	Angel House	225 Marsh Wall	Isle of Dogs	London		E14 9FW	United Kingdom

## Treatment of white label providers in the domestic retail market

							Kingdom
Holborn Energy Limited	Suite 4	Number 1 @ The Beehive,	Shadworth Buisness Park	Blackburn	Lancs	BB1 2QS	United Kingdom
Home Counties Energy Plc	90 Tadcaster Road	Dringhouses		York		YO24 1LT	United Kingdom
Hudson Energy Supply UK Limited	Fasken Martineau LLP	17 Hanover Square	London			W1S 1HU	United Kingdom
I Supply Electricity 2 Limited	c/o Gilmond Consulting	Richmond House	Yelverton Road	Bournemouth	Dorset	BH1 1DA	United Kingdom
I Supply Electricity Limited	c/o Gilmond Consulting	Richmond House	Yelverton Road	Bournemouth	Dorset	BH1 1DA	United Kingdom
I Supply Energy Limited	Richmond Hill	Richmond House	Bournemouth	Dorset		BH2 6EQ	United Kingdom
I.A.Z.F.S. Limited	83 Ducie Street		Manchester			M1 2JQ	United Kingdom
ICD Gas Limited	115 Craven Park Road		London			N15 6BL	United Kingdom
ICS Energy Limited	1 Minster Court	Tuscam Way		Camberley	Surrey	GU15 3YY	United Kingdom
International Power Fuel Company Limited	Senator House	85 Queen Victoria Street	London			EC4V 4DP	United Kingdom
International Power Ltd.	Level 20	25 Canada Square	London			E14 5LQ	United Kingdom
IPM Energy Retail Limited	No 1 Leeds	26 Whitehall Road	Leeds	West Yorkshire		LS12, 1BE	United Kingdom
Iresa Limited	145-157 St John Street		London			EC1V 4PW	United Kingdom
JP Morgan Securities Plc	25 Bank Street	Canary Wharf	London			E14 5JP	United Kingdom
K O Brokers Limited	Euro House	1394 High Road	Whetstone	London		N20 9YZ	United Kingdom
KAL-Energy Limited	Unit 18 The Bridge Business Centre	Beresford Way		Chesterfield	Derbyshire	S41 9FG	United Kingdom
Kensington Power Limited	CPK House, 2 Horizon Place	Nottingham Business Park	Mellors Way	Nottingham		NG8 6PY	United Kingdom
Krave Management Limited	Eaton House	Station Road	Guiseley	Leeds		LS20 8BX	United Kingdom
Krave Management Limited	Eaton House	Station road	Guiseley	Leeds		LS20 8BX	United Kingdom
Loco2 Energy Supply Ltd.	Barkhill House	Shire Lane	Chorleywood	Rickmansworth	Herts	WD3 5NT	United Kingdom
Locus Energy Ltd	Chandos Business Centre	87 Warwick Street	Leamington Spa	Warwickshire		CV32 4RJ	United Kingdom

## Treatment of white label providers in the domestic retail market

Lourdes Associates Limited	25 Maney Corner		Sutton Coldfield	West Midlands		B72 1QL	United Kingdom
Lovely Energy Limited	72 Hawlands		Rugby	Warwickshire		CV21 1LJ	United Kingdom
MA Energy Limited	45 Skylines Village	Limeharbour		London		E14 9TS	United Kingdom
Macquarie Bank Limited	Ropemaker Place	28 Ropemaker Street	London			EC2Y 9HD	United Kingdom
Macquarie Commodities Finance (UK) Limited	Ropemaker Place	28 Ropemaker Street	London			EC2Y 9HD	United Kingdom
Macquarie Factoring (UK) Limited	Ropemaker Place	28 Ropemaker Street	London			EC2Y 9HD	United Kingdom
Marble Power Limited	Roxborough House	273-287 Regent Street		London		W1B 2HA	United Kingdom
Mercuria Energy Europe Trading Limited	55 New Bond Street		London			W1S 1DG	United Kingdom
Mercuria Energy Trading SA	50 Rue Du Rhone		1204 Geneva				Switzerland
Mercury Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
Morgan Stanley Capital Group Inc	The Corporation Trust Company	The Corporation Trust Centre	1209 Orange Street		Wilmington	DE 19801	USA
MVV Environment Services Limited	1 Wood Street	c/o Eversheds LLP		London		EC2V 7WS	United Kingdom
MyLife Home Energy Limited	71-75 SHELTON STREET		LONDON			WC2H 9JQ	United Kingdom
Nationwide Electricity Limited	Unit One, Maple Court	Maple Road	Tankersley	Barnsley	South Yorkshire	S75 3DP	United Kingdom
Nationwide Gas Limited	3 Pegasus House	Pegasus Court, Olympus Avenue	Warwick	Warwickshire		CV34 6LW	United Kingdom
Neas Energy Limited	35 Catherine Place				London	SW1E 6DY	United Kingdom
New Stream Renewables Limited	Suite 3 Staple Gardens	4 Charlecote Mews		Winchester	Hampshire	SO23 8SR	United Kingdom
Nickel Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
North Sea Gas Limited	Wellesbourne House	Walton Road, Wellesbourne	Warwick	Warwickshire		CV35 9JB	United Kingdom
Npower Commercial Gas Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
Npower Direct Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
Npower Gas Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom



## Treatment of white label providers in the domestic retail market

Npower Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
Npower Northern Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
Npower Northern Supply Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
Npower Yorkshire Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
Npower Yorkshire Supply Limited	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
Open4Energy Limited	8 Forty Green Drive		Marlow	Bucks		SL7 2JY	United Kingdom
Opus Energy (Corporate) Limited	c/o Opus Energy	Lambourne House	311-321 Banbury Road	Summertown	Oxford	OX2 7JH	United Kingdom
Opus Energy Limited	c/o Opus Energy	Lambourne House	311-321 Banbury Road	Summertown	Oxford	OX2 7JH	United Kingdom
Opus Energy Renewables Limited	Lambourne House		311-321 Banbury Road	Summertown	Oxford	OX2 7JH	United Kingdom
Opus Gas Supply Limited	c/o Opus Energy	Lambourne House	311-321 Banbury Road	Oxford		OX2 7JF	United Kingdom
Osmium Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
OVO Electricity Limited	1 Rivergate	Temple Quay		Bristol		BS1 6ED	United Kingdom
Ovo Gas Limited	1 Rivergate	Temple Quay	Bristol			BS1 6ED	United Kingdom
Paddington Power Limited	Suite 4	Number 1 @ The Beehive	Shadworth Buisness Park	Blackburn	Lancs	BB1 2QS	United Kingdom
Palladium Energy Supply Limited	84 Albion Street			Leeds	West Yorkshire	LS1 6AD	United Kingdom
Pan-Utility Limited	Phoenix House	Desborough Park Road	High Wycombe	Buckingham shire		HP12 3BQ	United Kingdom
Places for People Energy Limited	80 Cheapside		London			EC2V 6EE	United Kingdom
Places for People Energy Supplies Limited	80 Cheapside			London		EC2V 6EE	United Kingdom
Power4All Limited	Legal Department	Asda House	Southbank Great Wilson Street	Leeds	West Yorkshire	LS11 5AD	United Kingdom
Powerq Limited	4 Beech Avenue		Worcester	Worcestershire		WR3 8PZ	United Kingdom,
R Electrics Limited	Onega Housed	112 Main Road		Sidcup	Kent	DA14 6NE	United Kingdom
Regent Gas Limited	Regent House	Kendal Avenue	London			W3 0XA	United Kingdom

## Treatment of white label providers in the domestic retail market

Regent Power Limited	c/o Godley & Co	Congress House	14 Lyon Road	Harrow	Middx	HA1 2EN	United Kingdom
Reuben Power Supply Limited	Level 5	2 More London Riverside		London		SE1 2AP	United Kingdom
Rhodium Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
Riadace Ltd	Monarch House	1 Smyth Road	Bristol			BS3 2BX	United Kingdom
RMA Dorex UK Ltd	72 Great Suffolk Street			London		SE1 0BL	United Kingdom
Robin Hood Energy Limited	Loxley House	Station Street	Nottingham			NG2 3NG	United Kingdom
RWE Generation UK Plc	Windmill Hill Business Park	Whitehill Way	Swindon	Wiltshire		SN5 6PB	United Kingdom
RWE Supply and Trading GmbH	Trigonos	Windmill Hill Business Park	Swindon	Wiltshire		SN5 6PB	United Kingdom
S. C. Isramart SRL	Str. Carpatilor No 55	Bl. D19	Sc.B	Ap.11	500269 Brasov	Brasov	Romania
Scottish Power Energy Retail Limited	1 Atlantic Quay	Robertson Street			Glasgow	G2 8SP	United Kingdom
Seaboard Energy Gas Limited	40 Grosvenor Place	Victoria	London			SW1X 7EN	United Kingdom
SEEBOARD Energy Limited	40 Grosvenor Place	Victoria	London			SW1X 7EN	United Kingdom
Shale Gas UK Limited	Carrington Accountants	14 Mill Street	Bradford	West Yorkshire		BD1 4AB	United Kingdom
Silver Energy Supply Limited	Alliance House	Library Road	Clayton Le Woods	Chorley	Lancashire	PR6 7EN	United Kingdom
Simply Electricity Limited	c/o Gilmond Consulting	Richmond House	Yelverton Road	Bournemouth	Dorset	BH1 1DA	United Kingdom
Sinq Power Limited	4 Beech Avenue		Worcester	Worcestershire		WR3 8PZ	United Kingdom
Smart Electricity Limited	Suite 25	Ladyburn Business Centre	Pottery Street	Greenock	Renfrewshire	PA15 2UH	United Kingdom
Smarter Eco Energy Limited	81 Welbeck Avenue	Chadderton	Oldham			OL9 9PE	United Kingdom
SmartestEnergy Limited	Dashwood House	69 Old Broad Street	London			EC2M 1QS	United Kingdom
Social Ventures in Energy Limited	Carpenters Workshop Units 2A & 2B Sawmills	Swane Lane, Combe	Witney	Oxfordshire		OX29 8ET	United Kingdom
Société Valmy Défense 17	37 Avenue du Maréchal de Lattre de Tassigny	59350 Saint André Lez Lille					France
South Wales Electricity Limited	55 Vastern Road		Reading			RG1 8BU	United Kingdom

## Treatment of white label providers in the domestic retail market

Southern Electric Gas Limited	55 Vastern Road		Reading			RG1 8BU	United Kingdom
Spark Energy Supply Limited	Regent House	316 Beulah Hill	Upper Norwood	London		SE19 3HF	United Kingdom
SSE Energy Supply Limited	55 Vastern Road		Reading			RG1 8BU	United Kingdom
Statkraft Markets GmbH	Derendorfer Allee 2a					40476 Dusseldorf	Germany
Statoil (UK) Limited	1 Kingdom Street		London			W2 6BD	United Kingdom
Statoil Gas Trading Limited	1 Kingdom Street		London			W2 6BD	United Kingdom
Suisse Gas UK Limited	6th Floor	94 Wigmore Street	London			W1U 3RF	United Kingdom
Supply Energy Limited	C/O Gilmond Consulting	Richmond House		Richmond Hill	Bournemouth	BH2 6EQ	United Kingdom
SWALEC Gas Limited	55 Vastern Road		Reading			RG1 8BU	United Kingdom
Swift Administration Limited	52 High Street		Pinner	Middleses		HA5 5PW	United Kingdom
Symbio Energy Solutions LLP	Symbio Serviced Offices	Whiteleaf Road	Hemel Hempstead	Herts		HP3 9PH	United Kingdom
Telecom Plus PLC	Network HQ	333 Edgware Rd	London			NW9 6TD	United Kingdom
Tempus Energy Supply Ltd	c/o Harrison Clark Rickerbys Limited	5 Deansway			Worcester	WR1 2JG	United Kingdom
The Nuclear Decommissioning Authority	Herdus House	Westlakes Science and Technology Park	Moor Row	Cumbria		CA24 3HU	United Kingdom
The Renewable Energy Company Limited	Unicorn House	7 Russell Street	Stroud	Gloucestershire		GL5 3AX	United Kingdom
The Royal Bank of Scotland Public Limited Company	36 Andrew Square		Edinburgh			EH2 2YB	United Kingdom
Total Energy Gas Supplies Limited	CNG House	5 Victoria Avenue	Harrogate	North Yorkshire		HG1 1EQ	United Kingdom
Total Gas & Power Limited	10 Upper Bank Street	Canary Wharf	London			E14 5BF	United Kingdom
Tradelink Solutions Limited	Barkhill House	Shire Lane	Chorleywood	Rickmansworth	Herts	WD3 5NT	United Kingdom
Tramonto Power Limited	4 Beech Avenue		Worcester	Worcestershire		WR3 8PZ	United Kingdom
UK Healthcare Corporation Limited	Unit D	Madison Place Central Park	Northampton Road		Manchester	M40 5BQ	United Kingdom
Unigas Limited	545 Hyde Road		Manchester			M1Z 5NQ	United

## Treatment of white label providers in the domestic retail market

							Kingdom
Universal Bioenergy Limited	117 Dartford Road		Dartford	Kent		DA1 3EN	United Kingdom
Universal Utilities Limited	Universal House	Longley Lane		Manchester		M22 4SY	United Kingdom
Utilita Energy Limited	Secure House	Moorside Road	Winchester	Hampshire		SO23 7RX	United Kingdom
Utilita Gas Limited	Secure House	Moorside Road	Winchester	Hampshire		SO23 7RX	United Kingdom
Utility Partnership Limited	Prennau House	Copse Walk	Cardiff Gate Business Park		Cardiff	CF23 8XH	United Kingdom
Uttily plc	118 Piccadilly		Mayfair	London		W1J 7NW	United Kingdom
Valero Energy UK Ltd	11 Old Jewry	7th Floor	London			EC2R 8DU	United Kingdom
Vattenfall Energy Trading GmbH	Dammtorstrasse 29-32				Hamburg , 20354	Hamburg 20354	Germany
Vavu Power Limited	4 Beech Avenue		Worcester	Worcestershire		WR3 8PZ	United Kingdom
Vayu Limited	3rd Floor	Macken House	39-40A Mayor Street	Dublin 1			Ireland
Wilton Energy Limited	Sembcorp UK Headquarters	Wilton International		Middlesbrough		TS90 8WS	United Kingdom
WINGAS GmbH	Friedrich Ebert Str. 160			34119		Kassel	Germany
Wingas UK Limited	Burleigh House	73-75 Sheen Road	Richmond	Surrey		TW9 1YJ	United Kingdom
Xcel Power Limited	11 Longley Lane	Spondon	Derby	Derbyshire		DE21 7AT	United Kingdom
Zog Energy Limited	IP-City Centre	1 Bath Street	Ipswich			IP2 8SD	United Kingdom