

**To: All holders of an electricity supply licence**

**Electricity Act 1989  
Section 11A(2)**

**Notice of statutory consultation on a proposal to modify the standard conditions of all electricity supply licences**

1. The Gas and Electricity Markets Authority ('the Authority')<sup>1</sup> proposes to modify the standard conditions of all electricity supply licences granted or treated as granted under section 61(d) of the Electricity Act 1989 by amending Standard Licence Conditions:
  - a. 1 (Definitions for standard conditions);
  - b. 22A (Unit rate and standing charge requirement);
  - c. 22B (Restrictions on Tariff numbers and Tariff simplification);
  - d. 22CB (Transitional provisions for certain existing Fixed Term Supply Contracts);
  - e. 22D (Dead Tariffs);
  - f. 22E (Unmetered Supply Arrangements);
  - g. 22F (Bespoke Heating System Arrangements);
  - h. 23A (Mutual variations);
  - i. 24 (Termination of Domestic Supply Contracts);
  - j. 25A (Prohibition of undue discrimination in supply);
  - k. 31C (Tariff Comparison Rate);
  - l. 31D (White Label Tariffs); and
  - m. 31E (Overarching requirements).
2. We welcome the Competition and Markets Authority's recommendation in its Final Report into the energy market to remove certain Simpler Tariff Choices rules, as aspects of these rules constitute a feature that gives rise to an adverse effect on competition. We therefore propose these modifications, and the accompanying open letter sets out the rationale for these licence modifications and our explanation of their effect in more detail.
3. The effect of these proposed modifications is to:
  - a. promote competition and innovation between retail energy suppliers by allowing them to offer a wider range of tariffs; and
  - b. facilitate competition between price comparison websites.
4. A copy of the proposed modifications and other documents referred to in this Notice have been published on our website ([www.ofgem.gov.uk](http://www.ofgem.gov.uk)). Alternatively they are available from our Research and Information Centre, 9 Millbank, London, SW1P 3GE (020 7901 7003).
5. Any representations with respect to the proposed licence modifications must be made on or before 16 September 2016 to: Dennis Berg, Consumers & Competition, Ofgem, 107 West Regent Street, Glasgow, G2 2BA or by email to [dennis.berg@ofgem.gov.uk](mailto:dennis.berg@ofgem.gov.uk).
6. We normally publish all responses on our website. However, if you do not wish your response to be made public then please clearly mark it as not for publication. We prefer to receive responses in an electronic form so they can be placed easily on our website.

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<sup>1</sup> The terms "the Authority", "we" and "us" are used interchangeably in this document.

7. If we decide to make the proposed modifications they will take effect not less than 56 days after the decision is published.

**Neil Barnes**  
**Associate Partner, Consumers and Competition**  
**Duly authorised on behalf of the**  
**Gas and Electricity Markets Authority**

**3 August 2016**

**Annex 1: Proposed changes to the Standard conditions of electricity supply licence**

We have included the sections of the SLCs we propose to remove or amend below. For SLC 1 only, we have excluded definitions that we do not propose to change. Deletions are shown in strike through and new text is double underlined. Paragraphs deleted from licence conditions will show the following text 'Not Used' in order to keep the existing numbering.

**Condition 1. Definition for standard conditions**

**~~Core Tariff~~**

~~means, subject to the matters which may be excluded by virtue of Schedule 1 to standard condition 22B, the Charges for the Supply of Electricity combined with all other terms and conditions that apply, or are in any way linked, to a particular type of Domestic Supply Contract or particular type of Deemed Contract;~~

**Discount Amounts**

means the combined total annual amount of the following:  
(a) (where applicable) an Assumed Dual Fuel Discount;  
  
(b) (where applicable) an Online Account Management Discount; and  
  
(c) ~~(where permitted by standard condition 22B)~~ each applicable Non-Contingent Discount;

**Dual Fuel Discount**

means a Discount ~~which complies with standard licence condition 22B and~~ which the licensee may apply to a Tariff on the basis that the Same Domestic Customer is supplied with both electricity and gas from the licensee or the licensee and an Affiliate Licensee at the same Domestic Premises;

**Features**

~~means the main characteristics of a Bundled Product or Reward Points Discount:~~  
~~(a) including, but not limited to:~~  
  
~~(i) the quantity of points for Reward Point Discounts or quantity of something provided as part of a Bundled Product;~~  
  
~~(ii) requirements as to the contingent behaviour of the Domestic Customer; and~~  
  
~~(b) excluding:~~

~~(i) any applicable charges; and~~

~~(a) the nature or type of Bundled Product or Reward Points Discount;~~

**Non-Contingent Discount**

means, excluding a Dual Fuel Discount and an Online Account Management Discount, an Energy Discount ~~that applies to a Core Tariff and~~ which is not dependent on any of the following:

(a) the occurrence of an event or period of time;

(b) the actions or omissions of a Domestic Customer after they have entered into a Domestic Supply Contract;

**Online Account Management Discount**

means a Discount ~~which complies with standard licence condition 22B and~~ which the licensee may apply to a Tariff on the basis that the Domestic Customer is subject to Online Account Management;

**Opt-in Bundle**

means one or more Non-Energy Products (which may include a choice from a selection of Non-Energy Products) ~~that are not initially combined with a Core Tariff, but~~ that does not initially form part of a Tariff, but which the Domestic Customer can choose to receive and which would then ~~be combined with, or in any way linked to,~~ form part of or in any way be linked to a ~~Core~~ Tariff;

**Opt-out Bundle**

means one or more Non-Energy Products (which may include a choice from a selection of Non-Energy Products) that is ~~are combined with, or in any way linked to,~~ are offered as part of, or in any way linked to, a Tariff, but which the Domestic Customer can choose not to receive;

**Opt-in Reward Points Discount**

means one or more Reward Points Discounts (which may include a choice from a selection of Reward Points Discounts) ~~that are not initially combined with a Core~~ that does not initially form part of a Tariff, but which the Domestic Customer can choose to receive and which would then form part of ~~be combined with,~~ or in any way be linked to, a ~~Core~~ Tariff;

**Opt-out Reward Points Discount**

means one or more Reward Points Discounts (which may include a choice from a selection of Reward Points Discounts) that are, offered as part of ~~combined with~~, or in any way linked to a ~~Core~~ Tariff, but which the Domestic Customer can choose not to receive;

**Tariff Name**

means, excluding a prefix or suffix used to refer to a brand name, any name used by the licensee (or, where there are any Affiliate Electricity Licensees, the licensee and any Affiliate Electricity Licensees) to describe, advertise or promote a ~~Core~~ Tariff;

**Relevant Bundles**

means the applicable Tied Bundle including a Tied Bundle which constitutes a Discount, but excluding:

(a) a Tied Bundle which does not require reoccurring payments to be made by the Domestic Customer; and

(b) a Tied Bundle which ~~involves a monetary amount~~ would be misleading or inappropriate were it presented in pounds sterling per year or pence per kWh ~~which is subject to sub-paragraph 22B.25(b) of standard condition 22B;~~

**Tied Bundle**

means a Non-Energy Product that is offered as part of ~~combined with~~, or which is in any way linked to, a ~~Core~~ Tariff and which the Domestic Customer has to receive;

~~**Tied Reward Points Discount**~~

~~means a Reward Points Discount that is combined with, or in any way linked to, a Core Tariff and which the Domestic Customer has to receive;~~

**Time of Use Rates**

means any contractual arrangement whereby:

(a) the Charges for the Supply of Electricity include two or more Unit Rates in circumstances where no more than one Unit Rate applies to any given period of time ~~and no Unit Rates vary by the level of consumption;~~ and

(b) the Charges for the Supply of Electricity do not include any other Unit Rate or Unit Rates;

**Time of Use Tariff**

~~(b)~~ means a Tariff whereby the Charges for the Supply of Electricity include two or more Unit Rates in circumstances

where no more than one Unit Rate applies to any given period of time ~~and no Unit Rates vary by the level of consumption;~~

**White Label Tariff**

means a Tariff:

(a) offered by virtue of an Electricity Supply Licence of the licensee or an Affiliate Licensee;

(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.

**Condition 22A. Unit Rate, ~~and~~ Standing Charge and Tariff Name requirements**

22A.1 The licensee must only:

- (a) offer to supply a Domestic Customer on the basis of a Domestic Supply Contract which complies with standard condition 22A; and
- (b) supply a Domestic Customer on the basis of a Domestic Supply Contract or a Deemed Contract which complies with standard condition 22A.

22A.2 In respect of supplying electricity to a Domestic Customer under a Deemed Contract or Domestic Supply Contract, the licensee must ensure that all Charges for Supply Activities are incorporated within:

- (a) where the Domestic Supply Contract or Deemed Contract is for a Non-Time of Use Tariff:

- (i) ~~a single~~ one or more Standing Charge(s); and/or
- (ii) ~~a single~~ one or more Unit Rate(s); and

(b) where the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff:

- (i) ~~a single~~ one or more Standing Charge(s); and/or
- (ii) Time of Use Rates.

~~22A.3 In relation to any Domestic Supply Contract and any Deemed Contract the licensee must ensure that:~~

~~(a) unless the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff, the Charges for the Supply of Electricity:~~

- ~~(i) include a single Standing Charge;~~
- ~~(ii) include a single Unit Rate; and~~
- ~~(iii) do not include any other Unit Rate or Unit Rates;~~

~~(b) where the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff, the Charges for the Supply of Electricity:~~

- ~~(i) include a single Standing Charge;~~
- ~~(ii) include Time of Use Rates; and~~
- ~~(iii) do not include any other Unit Rate or Unit Rates;~~

~~(c) w~~Without prejudice to the Tariff Comparison Rate, when the licensee or any Representative displays or communicates the Charges for the Supply of Electricity in any form the licensee must ensure that each of the following are separately identified from each other and any other charges:

- ~~(i)~~ (a) a the Standing Charge(s);
- ~~(ii)~~ (b) the Unit Rate(s) or, where applicable, Time of Use Rates.

**Restriction on Tariff Name**

22A.3A With the exception of White Label Tariffs, in any Region the licensee must not use more than one Tariff Name for each of its Tariffs at any time;

22A.3B 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.

22A.3C For the purposes of this condition the expression "use" is to be read as including (but is not necessarily limited to) circumstances where a Domestic Customer is:

- (a) able to enter into a contract for something;
- (b) offered something; or

- (c) provided with something.

### **Exception to compliance with condition**

22A.4 The licensee is not required to comply with standard condition 22A to such extent and subject to such conditions as the Authority may from time to time direct.

### **Guidance**

22A.5 The licensee must have regard to any guidance on standard condition 22A (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

### **Terms of Domestic Supply Contracts and Deemed Contracts**

22A.6 The licensee must ensure that the terms and conditions of each Domestic Supply Contract and Deemed Contract comply with the provisions of standard condition 22A.

22A.7 The licensee must ensure that each Domestic Supply Contract and Deemed Contract contains terms and conditions which reflect the effect of:

- (a) paragraph 22A.2 of standard condition 22A; and
- (b) any provisions of standard condition 22A specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

22A.8 The licensee must not enforce or take advantage of any term of a Domestic Supply Contract or Deemed Contract if:

- (a) the inclusion of that term is incompatible with standard condition 22A; or
- (b) the enforcement or the taking advantage of that term would be so incompatible.

### **Definitions for condition**

22A.9 In this condition:

**“Charges for Supply Activities”** means (excluding Separate Charges, a Security Deposit, a Dual Fuel Discount and an Online Account Management Discount) any charges or costs relating to activities that could reasonably be considered as being directly related to the supply of electricity to premises, including (but not limited) to:

- (a) Customer billing;
- (b) meter reading;
- (c) data processing;
- (d) the provision of an Electricity Meter;
- (e) the transmission and distribution of electricity;



- (f) any form of electricity generation.

**“Separate Charges”** means (in so far as they are compatible with any relevant provisions of legislation, law or other licence conditions):

- (a) charges levied on particular occasions in respect of matters related to the licensee’s statutory powers to Disconnect premises;
- (b) charges levied on particular occasions in relation to the licensee’s statutory powers in respect of rights of entry to premises;
- (c) charges levied on particular occasions in respect of:
  - (i) removing, inspecting (rather than meter reading), re-installing, testing, installing, or repairing a meter; or
  - (ii) changing the position of a meter installed at premises;
- (d) charges levied on particular occasions in respect of making of a connection between premises and a Distribution System of a Licensed Distributor;
- (e) a Termination Fee levied on a particular occasion;
- (f) fees or charges levied on particular occasions in respect of, or related to, the late payment of Bills;
- (g) charges levied on particular occasions in respect of providing replacement prepayment meter cards or payment cards;
- (h) charges levied on particular occasions in respect of providing additional copies of any documentation to a Domestic Customer;
- (i) charges that may be levied on a Domestic Customer from their telephone provider in respect of telephone calls;
- (j) any charges which are expressly required by any licence condition or legislation; and
- (k) charges levied on particular occasions in respect of any matters specified in directions which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise.

## **Condition 22B. ~~Restrictions on Tariff numbers and Tariff simplification (Not used.)~~**

~~22B.1 For the purposes of this condition (and any provisions inserted in this condition by virtue of standard condition 31D), where there are any Affiliate Electricity Licensees, the licensee and all Affiliate Electricity Licensees are treated as one licensee.~~

~~22B.2 The licensee must ensure that at all times all of their Domestic Supply Contracts and Deemed Contracts collectively comply with the following requirements:~~

~~(a) the licensee must only supply Domestic Premises on the basis of one of the following arrangements at any time:~~

~~(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.~~

~~(b) 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.~~

~~(c) in any Region, the licensee must not use more than one Tariff Name for each Core Tariff at any time;~~

~~22B.2A 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.2B For the purposes of this condition the expression "use" is to be read as including (but is not necessarily limited to) circumstances where a Domestic Customer is:~~

~~(d) able to enter into a contract for something;~~

~~(e) offered something; or~~

~~(f) provided with something.~~

~~22B.2C Sub-paragraph 22B.2(b) does not:~~

- ~~(a) apply to a Tariff for a Fixed Term Supply Contract once it becomes a Closed Fixed Term Tariff;~~
- ~~(b) apply to a Collective Switching Tariff;~~
- ~~(c) apply to a Dead Tariff which complies with standard condition 22D; and~~
- ~~(d) limit or otherwise affect the licensee's obligations under paragraphs 27.1 and 27.2 of standard condition 27 in respect of offering a wide choice of payment methods.~~

### **~~Prohibition of certain Discounts~~**

~~22B.3 Paragraph 22B.4 is without prejudice to paragraphs 22B.5 to 22B.29, and 22B.34.~~

~~22B.4 The licensee must not use any Discount which is:~~

- ~~(a) pounds sterling or any currency of any other country;~~
- ~~(b) capable of being directly redeemed (rather than sold) for pounds sterling or any currency of any other country;~~
- ~~(c) in any way applied to (rather than incorporated within) a Unit Rate or Standing Charge; and~~
- ~~(d) in any way capable of being applied to a Unit Rate or Standing Charge by a Domestic Customer.~~

~~22B.4A Paragraph 22B.4 does not apply to a Discount which:~~

- ~~(a) is a dividend which is paid to a Domestic Customer as a result of shares held by the Domestic Customer in a public or private corporation; or~~
- ~~(b) has similar features to a typical dividend, in that:
  - ~~(i) the entitlement to the payment arises from the Domestic Customer's membership of a scheme which confers voting rights on the Domestic Customer in a similar manner to shares held in a public or private corporation; and~~
  - ~~(ii) the amount of any payment to the Domestic Customer is based on a share of profits.~~~~

### **~~Treatment of Dual Fuel Discounts~~**

~~22B.5 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 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~~**

~~22B.6 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.~~

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

~~22B.7 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.~~~~

### **~~Treatment of Bundled Products~~**

~~22B.8 Paragraphs 22B.9 to 22B.16 apply to all Bundled Products (including Bundled Products which constitute a Discount) but not a Reward Points Discount.~~

~~22B.9 The licensee must not use any Bundled Product (including a Bundled Product which constitutes a Discount) which does not comply with paragraphs 22B.10 to 22B.16.~~

~~22B.10 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.11 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.12 Where, pursuant to paragraph 22B.11, a particular Tied Bundle is a mandatory part of any selection of the licensee's 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.12A 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.13 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.14 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.14A Where, pursuant to paragraph 22B.13, the licensee offers an Optional Bundle with all Core Tariffs (including a Bundled Product which constitutes a Discount), the licensee must ensure that the Optional Bundle is available to all Domestic Customers which are subject to those Core Tariffs.~~

~~22B.15 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 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.~~

~~22B.16 Subject to paragraph 22B.28, the licensee must ensure that, throughout Great Britain, each Bundled Product which constitutes a Discount is Continuously Applied on a daily or per kWh basis.~~

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

~~22B.17 The licensee must not use any Reward Points Discount which does not comply with paragraphs 22B.18 to 22B.23.~~

~~22B.18 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.19 The licensee may use any one particular Tied Reward Points Discount as a mandatory part of any selection of its Core Tariffs.~~

~~22B.20 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.20A 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.21 The licensee may offer Optional Reward Points Discounts with all its Core Tariffs throughout Great Britain and may restrict the number of Reward Points Discounts a Domestic Customer may choose to receive.~~

~~22B.22 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.22A 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.23 The licensee must ensure that each Reward Points Discount used (including a Reward Points Discount which is subject to paragraph 22B.28):~~

~~(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.~~

#### **~~Additional rules for presentation of monetary amounts of Discounts, Bundled Products etc~~**

~~22B.24 Where paragraph 22B.25 applies, the licensee must present the information as a monetary amount which is appropriate and not misleading in the particular context or circumstances in which it is used.~~

~~22B.25 This paragraph applies where:~~

~~(a) on an occasional basis a Domestic Customer expressly requests information about the monetary amount to be presented in a form which is not pounds sterling per year or pence per kWh; or~~

~~(b) it would be misleading or inappropriate (due to the nature of the monetary amount) for the licensee to present the information about the monetary amount in pounds sterling per year or pence per kWh.~~

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

~~22B.26 Where paragraph 22B.27 applies, the licensee must use a methodology which is clear and easy to understand.~~

~~22B.27 This paragraph applies where, due to the nature of a particular service and the method by which it is performed, the charges for that service could not be of the same monetary amount throughout Great Britain.~~

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

~~22B.28 The licensee may provide Bundled Products which constitute a Discount and Reward Points Discounts (the "Relevant Product") on a basis which is not Continuously Applied 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) 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, the Domestic Customer will receive either:
    - ~~(1) the Relevant Product; or~~
    - ~~(2) a Compensation Payment.~~~~~~

### **~~Exception for Discounts required by licence conditions or legislation~~**

~~22B.29 The licensee is not prohibited from providing (but is otherwise subject to the requirements of standard condition 22B) a particular Discount (including a Bundled Product which constitutes a Discount) where that particular Discount is expressly required by any licence condition or legislation.~~

### **~~Requirement for Tariffs to be available to new and existing Domestic Customers~~**

~~22B.30 Subject to paragraph 22B.31, the licensee must ensure that all its Tariffs are available to, and are capable of being entered into by, both new and existing Domestic Customers.~~

~~22B.31 Paragraph 22B.30 does not apply to:~~

- ~~(a) a Closed Fixed Term Tariff;~~
- ~~(b) a Collective Switching Tariff;~~
- ~~(c) a Dead Tariff which complies with standard condition 22D; and~~
- ~~(d) Tariffs only offered to a particular group of Domestic Customers defined on the basis of criteria specified by the licensee, provided that the criteria do not in any way relate to whether or not the Domestic Customer is a new or existing Domestic Customer.~~

### **~~Responsibility for Representatives~~**



~~22B.32 Where, by virtue of this condition, the licensee is prohibited from using a Discount, Bundled Product or Reward Points Discount ("the Prohibited Items"), the licensee must take all reasonable steps to ensure that any Representative does not provide a Domestic Customer with any of the Prohibited Items.~~

### ~~Terms of Domestic Supply Contracts and Deemed Contracts~~

~~22B.33 The licensee must ensure that the terms and conditions of each Domestic Supply Contract and Deemed Contract comply with the provisions of standard condition 22B (including, where applicable, provisions inserted by virtue of standard condition 31D (Temporary provisions for White Label Tariffs)).~~

~~22B.34 The licensee must ensure that each Domestic Supply Contract and Deemed Contract contains terms and conditions which reflect the effect of:~~

- ~~(a) sub paragraph 22B.28(b) of standard condition 22B; and~~
- ~~(b) any provisions of standard condition 22B specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).~~

~~22B.35 The licensee must not enforce or take advantage of any term of a Domestic Supply Contract or Deemed Contract if:~~

- ~~(a) the inclusion of that term is incompatible with standard condition 22B (including, where applicable, provisions inserted by virtue of standard condition 31D (Temporary provisions for White Label Tariffs)); or~~
- ~~(b) the enforcement or the taking advantage of that term would be so incompatible.~~

### ~~Exception to compliance with condition~~

~~22B.36 The licensee is not required to comply with standard condition 22B to such extent and subject to such conditions as the Authority may from time to time direct.~~

### ~~Guidance~~

~~22B.37 The licensee must have regard to any guidance on standard condition 22B (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).~~

### ~~Definitions for condition~~

~~22B.38 In this condition:~~

~~**"Continuously Applied"** means that:~~

- ~~(a) an identical amount and type of value must be accrued per day or per kWh (as may be applicable and permitted by this condition) and no separate amount or type of value can otherwise be accrued;~~
- ~~(b) the accrued value is provided to the Domestic Customer:~~
  - ~~(i) at least once a year;~~

~~(ii) where a Domestic customer changes supplier or Tariff, in respect of the last date the Domestic Customer was supplied by the licensee or, as the case may be, was supplied under the same Tariff; and~~

~~(iii) no separate amount or type of value can otherwise be provided;~~

~~(c) the accrued value provided to the Domestic Customer is no more and no less than the amount accrued per day or per kWh (as may be applicable and permitted by this condition);~~

~~**"Collective Switching Tariff"** means a Tariff for a Fixed Term Supply Contract which is entered into by a Domestic Customer only as a result of a Collective Switching Scheme;~~

~~**"Collective Switching Scheme"** means a scheme which the licensee is satisfied on the basis of the available evidence has:~~

~~(a) the primary purpose of seeking offers from more than one Electricity Supplier for Tariffs, with a view to ensuring that at least one of those offers is likely to result in a bulk number of Domestic Customers transferring to that Tariff; and~~

~~(b) a process which has all of the following characteristics:~~

~~(i) is organised and operated from time to time by a person that is not the licensee or an Affiliate;~~

~~(ii) is competitive and transparent, including by:~~

~~(1) having participation rules for Electricity Suppliers that are clear, well publicised and otherwise available to any interested party at a reasonable period of time before the process begins;~~

~~(2) being open to all Electricity Suppliers which are able to supply Domestic Customers to participate in;~~

~~(3) having participation criteria for Domestic Customers or particular groups of Domestic Customers which are well publicised at a reasonable period of time before the process begins and clear and easy to understand; and~~

~~(4) having an outcome which is made clear and which is well publicised;~~

~~(iii) a clearly defined start date; and~~

~~(iv) a clearly defined end date:~~

~~(1) by which Domestic Customers which have satisfied the participation criteria and which wish to enter into a new Domestic Supply Contract, must ultimately have entered into a Domestic Supply Contract for a Tariff offered by a participating licensee; and~~

~~(2) which is not longer than 6 months from the start date.~~

**SCHEDULE TO STANDARD CONDITION 22B: TARIFF NAME AND ADJUSTMENT FOR PAYMENT METHODS**

~~S22B.1 Subject to paragraphs S22B.2 and S22B.3, the definition of Core Tariff does not include terms and conditions (including, unless otherwise stated, charges) in respect of:~~

- ~~(a) charges levied on particular occasions in respect of matters related to the licensee's statutory powers to Disconnect premises;~~
- ~~(b) charges levied on particular occasions in relation to the licensee's statutory powers in respect of rights of entry to premises;~~
- ~~(c) charges levied on particular occasions in respect of:
  - ~~(i) removing, inspecting (rather than meter reading), re-installing, testing, installing, or repairing a meter; or~~
  - ~~(ii) changing the position of a meter installed at premises;~~~~
- ~~(d) charges levied on particular occasions in respect of the making of a connection between premises and a Distribution System of a Licensed Distributor;~~
- ~~(e) a Termination Fee levied on a particular occasion;~~
- ~~(f) fees or charges levied on particular occasions in respect of, or related to, the late payment of Bills;~~
- ~~(g) charges levied on particular occasions in respect of providing replacement prepayment meter cards or payment cards;~~
- ~~(h) charges levied on particular occasions in respect of providing additional copies of any documentation to a Domestic Customer;~~
- ~~(i) subject to paragraph 22B.5, a Dual Fuel Discount;~~
- ~~(j) subject to paragraph 22B.6, an Online Account Management Discount;~~
- ~~(k) subject to paragraphs 22B.8 to 22B.16, a Bundled Product (including a Bundled Product which is a Discount);~~
- ~~(l) subject to paragraphs 22B.17 to 22B.23, a Reward Points Discount;~~
- ~~(m) subject to paragraph 22B.7 different terms and conditions (including charges) that apply to different payment methods;~~
- ~~(n) any charges which are expressly required by any licence condition or legislation;~~
- ~~(o) any terms and conditions of a Deemed Contract (other than the Charges for the Supply of Electricity) which are different to the terms and conditions of an Evergreen Supply Contract because of an express prohibition or express requirement contained in a standard licence condition;~~
- ~~(p) charges that may be levied on a Domestic Customer from their telephone provider in respect of telephone calls;~~

~~(q) a Security Deposit; and~~

~~(r) charges levied on particular occasions in respect of any matters specified in directions which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise.~~

~~S22B.2 (Not used). 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 in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;~~

~~(b) subject to paragraph 22B.26, of the same monetary amount (or, where paragraph 22B.26 applies, of the same methodology) throughout Great Britain for each charge or fee (including a Termination Fee) of the same type in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;~~

~~(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.3 The references to particular charges, fees (including a Termination Fee) and terms and conditions in S22B.1 and S22B.2 are not to be treated as a requirement for the licensee to use such charges, fees or terms and conditions and does not in any way authorise the licensee to use charges or terms and conditions which are incompatible with any relevant provisions of legislation, law or other licence conditions.~~

## **Condition 22CB. Transitional provisions for certain existing Fixed Term Supply Contracts**

22CB.1 For the purposes of this condition a "Transitional Fixed Term Contract" is a Fixed Term Contract which continues to exist on or after the date this condition has effect and:

- (a) which was entered into before 1 May 2013 (and the duration of any terms and conditions were not extended in any way before 15 July 2013); or
- (b) which was available to Domestic Customers before 1 May 2013 and was entered into by a Domestic Customer before 15 July 2013 (and the duration of any terms and conditions were not extended in any way before 15 July 2013); or
- (c) which was entered into before 1 May 2013 and the duration of any terms and conditions of which were extended in any way before 15 July 2013.

22CB.2 Until the Relevant Date, this condition applies to any Transitional Fixed Term Supply Contract and takes precedence over any requirements of any standard conditions set out in paragraph 22CB.3 or otherwise referred to in paragraph 22CB.4.

22CB.3 In respect of a Transitional Fixed Term Contract, the licensee is not required to comply with:

- (a) standard condition 22A;
- (b) ~~(not used) standard condition 22B (including provisions which may be incorporated within standard condition 22B by virtue of standard condition 31D);~~ and
- (c) paragraph 22C.9 of standard condition 22C (including for the purposes of paragraphs 22C.13, 22C.13A and 22C.14).

22CB.4 In respect of a Transitional Fixed Term Contract which has different Unit Rates that apply to different levels of consumption, any requirement in a standard condition to use, provide or display information in respect of only one Unit Rate is to be read as a requirement to use, provide or display (as the case may be) information in respect of all of the Unit Rates that apply to different levels of consumption along with information specifying the levels of consumption which apply to each Unit Rate.

22CB.5 The licensee must take all reasonable steps to ensure that Domestic Customers which are subject to a Transitional Fixed Term Contract are not at a significant disadvantage to other Domestic Customers when they:

- (a) seek to evaluate the benefits and costs of the Tariff that applies to their Transitional Fixed Term Contract; and
- (b) consider changing their Tariff or supplier.

### **Definitions for condition**

22CB.6 For the purposes of this condition:

**"Relevant Date"** means:

- (a) in the case of a Transitional Fixed Term Contract which was entered into before 1 May 2013 (and the duration of any terms and conditions were not extended in any way before 15 July 2013) or which was available to Domestic Customers before 1 May 2013 and was entered into by a Domestic Customer before 15 July 2013 (and the duration of any terms and conditions were not extended in any way before 15 July 2013), the date the first fixed term period is scheduled to end (which is a date which occurs on or after the date standard condition 22CB has effect); or
- (b) in the case of a Transitional Fixed Term Contract which was entered into before 1 May 2013 and had the duration of any terms and conditions extended in any way before 15 July 2013, the date on or after 15 July 2013 when the first fixed term period is scheduled to end (which is a date which occurs on or after the date standard condition 22CB has effect).

**"Transitional Fixed Term Contract"** is to be interpreted in accordance with paragraph 22CB.1.

## **Condition 22D. Dead Tariffs**

### **Prohibition on Dead Tariffs**

22D.1 Subject to paragraphs 22D.2 to 22D.22, and without prejudice to a Fixed Term Supply Contract, the licensee must only use (or, where there are any Affiliate Electricity Licensees, the licensee and any Affiliate Electricity Licensees must collectively or individually only use) Live Evergreen Tariffs.

**Exception for the withdrawal of Live Evergreen Tariffs**

22D.1A Where the licensee wishes to withdraw a Live Evergreen Tariff, the licensee may treat that Live Evergreen Tariff as a Dead Tariff (a "Transitional Dead Tariff") for a period of 49 days (the "Transitional Period") in order to ensure that all the Domestic Customers which are subject to that Transitional Dead Tariff become subject to a Live Evergreen Tariff or Live Fixed Term Tariff.

22D.1B Without prejudice to paragraph 23.6 of standard condition 23 (treating a price increase or variation as ineffective), where the licensee has a Transitional Dead Tariff pursuant to paragraph 22D.1A, the licensee must ensure (in a way that is compatible with standard licence conditions and legislation) that all the Domestic Customers which are subject to that Transitional Dead Tariff become subject to a Live Evergreen or Live Fixed Term Tariff by the end of the Transitional Period.

22D.1C Paragraphs 22D.2 to 22D.22 do not apply in respect of a Transitional Dead Tariff.

**Exception to prohibition on Dead Tariffs**

22D.2 Subject to paragraphs 22D.5 to 22D.19, where paragraph 22D.3 or 22D.4 applies, the licensee may continue to supply a Domestic Customer using a Dead Tariff which existed before the date paragraph 22D.1 takes effect.

**Dead Tariff is already compliant and would be cheaper than or as cheap as Relevant Cheapest Evergreen Tariff**

22D.3 This paragraph applies where the Dead Tariff:

- (a) already fully complies with the requirements of standard condition 22A ~~and standard condition 22B (excluding sub-paragraph 22B.2(b))~~; and
- (b) would be cheaper than or as cheap as the licensee's Relevant Cheapest Evergreen Tariff for the particular Domestic Customer.

**Dead Tariff could be changed to become compliant and would be cheaper than or as cheap as Relevant Cheapest Evergreen Tariff**

22D.4 This paragraph applies where:

- (a) the licensee has the ability to unilaterally change the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff;
- (b) the licensee will be able to ensure that the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are unilaterally changed to fully comply with the requirements of standard condition 22A ~~and standard condition 22B (excluding sub-paragraph 22B.2(b))~~ in a manner which seeks to ensure that:
  - (i) any changes to the terms and conditions are the minimum necessary to achieve full compliance; and

- (ii) the terms and conditions are as similar as possible to the terms and conditions which currently apply in respect of the Dead Tariff; and
- (c) if, in the event the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff were changed to fully comply with the requirements of standard condition 22A ~~and standard condition 22B (excluding sub-paragraph 22B.2(b))~~ in the manner described in sub-paragraph 22D.4(b), the licensee will be able to ensure that the Dead Tariff remains a single Tariff and is not subdivided into two or more Tariffs; and
- (d) if, in the event the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff were changed to fully comply with the requirements of standard condition 22A ~~and standard condition 22B (excluding sub-paragraph 22B.2(b))~~ in the manner described in sub-paragraph 22D.4(b), the Dead Tariff would be cheaper than or as cheap as the licensee's Relevant Cheapest Evergreen Tariff for the particular Domestic Customer.

**Requirements to change the terms and conditions that apply to a Dead Tariff and give Notice to Domestic Customers**

22D.5 Where pursuant to paragraph 22D.2 the licensee has decided to continue to supply a particular Domestic Customer using a Dead Tariff, and it is necessary for the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff to be changed to fully comply with the requirements of standard condition 22A ~~and standard condition 22B (excluding sub-paragraph 22B.2(b))~~, it must during the Dead Tariffs Window:

- (a) ensure that the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are unilaterally changed to fully comply with the requirements of standard condition 22A ~~and standard condition 22B (excluding sub-paragraph 22B.2(b))~~ in the manner described in sub-paragraph 22D.4(b);
- (b) ensure that, by changing the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff to fully comply with the requirements of standard condition 22A ~~and standard condition 22B (excluding sub-paragraph 22B.2(b))~~, the Dead Tariff remains a single Tariff and is not subdivided into two or more Tariffs;
- (c) ensure that the particular Domestic Customer is given a Notice at least 30 days in advance of the date the changes to the Dead Tariff are due to take effect which:
  - (i) without prejudice to SLC 22D Exempt Information, does not include any other information and is not to be provided in conjunction with any other information, including (but not limited to) a Bill, statement of account, Annual Statement or marketing material;
  - (ii) contains a prominent title which clearly highlights that the Notice relates to changes to the Domestic Customer's Dead Tariff;
  - (iii) sets out the changes to terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff which are taking place in a manner which compares the changes with the terms and conditions which currently apply in respect of the Dead Tariff (showing any Charges for the Supply of

Electricity and any other charges inclusive of value added tax at the applicable rate);

- (iv) sets out the main reasons for why the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are taking place;
- (v) includes the following statement, presented in a manner which is readily distinguishable from the other text presented in the Notice: "Remember – it might be worth thinking about switching your tariff or supplier";
- (vi) sets out the date the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are due to take effect;
- (vii) informs the Domestic Customer that he may end the Domestic Supply Contract if the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are unacceptable to him by changing his Electricity Supplier or entering into a new contract with his Electricity Supplier;
- (viii) informs the Domestic Customer where he may obtain impartial advice and information about changing his Electricity Supplier;
- (ix) informs the Domestic Customer that where he has any Outstanding Charges, his Electricity Supplier may be able to prevent a Proposed Supply Transfer;
- (x) explains the effect of paragraphs 22D.12 to 22D.15 in terms of how the Domestic Customer may be able to take steps to avoid the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff (including by indicating that the Domestic Customer would need to enter into a new contract with either his Electricity Supplier or another Electricity Supplier as soon as possible to facilitate this process);
- (xi) informs the Domestic Customer of their Tariff Comparison Rate for the Dead Tariff (in respect of the Dead Tariff that would apply after the changes are due to be made);
- (xii) where the licensee is increasing the Charges for the Supply of Electricity for the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), must provide the Domestic Customer with the following information:
  - (1) their Estimated Annual Costs using their current Charges for the Supply of Electricity;
  - (2) their Estimated Annual Costs using the new Charges for the Supply of Electricity; and
  - (3) the amount in pounds sterling of the difference between (1) and (2);



- (xiii) informs the Domestic Customer of the following information:
  - (1) the Exact Tariff Name for the Tariff that applies to the Domestic Customer; and
  - (2) the Exact Payment Method that applies to the Domestic Customer;
- (xiv) must inform the Domestic Customer of:
  - (1) the Exact Tariff Name of their Relevant Cheapest Tariff and their Estimated Annual Savings; and
  - (2) the Exact Tariff Name of their Alternative Cheapest Tariff and their Estimated Annual Savings; and
- (xv) where the licensee is increasing the Charges for the Supply of Electricity of the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), must inform the Domestic Customer of his Annual Consumption Details and display that information in kilowatt hours under a title which clearly highlights that the information relates to the Domestic Customer's estimated annual consumption;
- (xvi) in close proximity to the information required by sub-paragraph 22D.5(c)(xii), must include a brief statement explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax (and, where the Domestic Customer is subject to a Warm Home Discount, the licensee may also include a brief statement to the effect that a Warm Home Discount is not included);
- (xvii) in close proximity to the information required by sub-paragraph 22D.5(c)(iii), must include a statement to the effect that value added tax (at the applicable rate) is included in any Charges for the Supply of Electricity and any other charges which are subject to value added tax and that this may be different to the way such charges are displayed on a Bill or statement of account;
- (xviii) contains, in a separate part of the Notice, the Principal Terms of:
  - (1) the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the original Dead Tariff; and
  - (2) the Evergreen Supply Contract (or, as the case may be, Deemed Contract) for the Dead Tariff (in respect of the Dead Tariff that would apply after the changes are due to be made).

**Requirements to ensure Domestic Customers become subject to the Relevant Cheapest Evergreen Tariff**

22D.6 Unless paragraph 22D.8 applies, where the licensee has decided not to continue to supply a Domestic Customer using a Dead Tariff or is unable to do so by virtue of a requirement of this condition, it must ensure during the Dead Tariffs Window, in a way that is compatible with standard licence conditions and legislation, that the Domestic Customer becomes subject to the licensee's Relevant Cheapest Evergreen Tariff.

### **Annual reassessment of Dead Tariffs**

22D.7 Where pursuant to paragraph 22D.2, the licensee has decided to continue to supply a Domestic Customer using a Dead Tariff, it must:

- (a) reassess each year during the Annual Assessment Period whether the Dead Tariff is cheaper than or as cheap as the licensee's Relevant Cheapest Evergreen Tariff for the particular Domestic Customer; and
- (b) only continue to supply the Domestic Customer using the Dead Tariff if that Tariff is cheaper than or as cheap as the licensee's Relevant Cheapest Evergreen Tariff for the particular Domestic Customer.

22D.8 Where pursuant to paragraph 22D.7, the licensee is unable to continue to supply the Domestic Customer using the Dead Tariff or otherwise does not wish to continue to supply the Domestic Customer using the Dead Tariff, the licensee must ensure, in a way that is compatible with standard licence conditions and legislation, that the Domestic Customer becomes subject to the licensee's Relevant Cheapest Evergreen Tariff on or before the Completion Date.

### **Notification requirements where Domestic Customers are to become subject to the Relevant Cheapest Evergreen Tariff**

22D.9 Subject to paragraph 22D.10, where the licensee has decided to not continue to supply a Domestic Customer using a Dead Tariff or is unable to do so by virtue of a requirement of this condition, it must ensure that, no earlier than 49 days and no later than 42 days before the Domestic Customer is due to become subject to the licensee's Relevant Cheapest Evergreen Tariff, the particular Domestic Customer is given a Notice which:

- (a) complies with any direction issued pursuant to paragraph 22D.18;
- (b) contains a prominent title which clearly highlights that the Notice relates to ensuring that the Domestic Customer will become subject to the licensee's Relevant Cheapest Evergreen Tariff, and where applicable, that the licensee is changing the terms and conditions of the Dead Tariff;
- (c) sets out the date the Domestic Customer is due to become subject to the licensee's Relevant Cheapest Evergreen Tariff;
- (d) includes the following statement, presented in a manner which is readily distinguishable from the other text presented in the Notice: "Remember – it might be worth thinking about switching your tariff or supplier";
- (e) where the supplier has the ability to make unilateral changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff and, in order to ensure that the Domestic Customer would become subject to their Relevant Cheapest Evergreen Tariff, is changing those terms and conditions to ensure that they are the same as the Relevant Cheapest Evergreen Tariff, provides the following information:
  - (i) the changes to terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff which are taking place in a manner which compares the changes with the terms and conditions which currently apply in respect of the

- Dead Tariff (showing any Charges for the Supply of Electricity and any other charges inclusive of value added tax at the applicable rate);
- (ii) the main reasons for why the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are taking place;
  - (iii) a statement to the effect that the Domestic Customer may end the Domestic Supply Contract if the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are unacceptable to him by changing his Electricity Supplier or entering into a new contract with his Electricity Supplier;
  - (iv) where the licensee is increasing the Charges for the Supply of Electricity for the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), the:
    - (1) Domestic Customer's Estimated Annual Costs using their current Charges for the Supply of Electricity;
    - (2) Domestic Customer's Estimated Annual Costs using the new Charges for the Supply of Electricity; and
    - (3) amount in pounds sterling of the difference between (1) and (2);
  - (v) where the licensee is increasing the Charges for the Supply of Electricity of the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), the Domestic Customer's Annual Consumption Details displayed in kilowatt hours under a title which clearly highlights that the information relates to the Domestic Customer's estimated annual consumption; and
  - (vi) in close proximity to the information required by sub-paragraph 22D.9(e)(iv), a brief statement explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax (and, where the Domestic Customer is subject to a Warm Home Discount, the Notice may also include a brief statement to the effect that a Warm Home Discount is not included);
  - (vii) in close proximity to the information required by sub-paragraph 22D.9(e)(i), must include a statement to the effect that value added tax (at the applicable rate) is included in any Charges for the Supply of Electricity and any other charges which are subject to value added tax and that this may be different to the way such charges are displayed on a Bill or statement of account;
- (f) where the licensee is terminating the Evergreen Supply Contract that is subject to a Dead Tariff in order to ensure that the Domestic Customer would become subject to their Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that the Domestic Customer continued to consume electricity), provides the following information:

- (i) a statement to the effect that the licensee is terminating the Evergreen Supply Contract that is subject to the Dead Tariff so that the Domestic Customer will become subject to the licensee's Relevant Cheapest Evergreen Tariff;
  - (ii) the date the Evergreen Supply Contract that is subject to the Dead Tariff is due to be terminated;
  - (iii) a statement to the effect that if the Domestic Customer does not change supplier or agree a new Domestic Supply Contract, they will become subject to their Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that the Domestic Customer continued to consume electricity);
  - (iv) contains a statement to the effect that the Domestic Customer may be able to avoid becoming subject to 22D Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that the Domestic Customer continued to consume electricity) by changing his Electricity Supplier or entering into a new contract with his Electricity Supplier; and
  - (v) the Exact Tariff Name of the Domestic Customer's Relevant Cheapest Tariff and their Estimated Annual Savings; and
  - (vi) the Exact Tariff Name of the Domestic Customer's Alternative Cheapest Tariff and their Estimated Annual Savings; and
- (g) informs the Domestic Customer where he may obtain impartial advice and information about changing his Electricity Supplier;
  - (h) informs the Domestic Customer that where he has any Outstanding Charges, his Electricity Supplier may be able to prevent a Proposed Supply Transfer;
  - (i) explains the effect of paragraphs 22D.12 to 22D.15 in terms of how the Domestic Customer may be able to take steps to avoid becoming subject to the licensee's Relevant Cheapest Evergreen Tariff (including by indicating that the Domestic Customer would need to enter into a new contract with either his Electricity Supplier or another Electricity Supplier as soon as possible to facilitate this process);
  - (j) informs the Domestic Customer of their Tariff Comparison Rate for the Relevant Cheapest Evergreen Tariff;
  - (k) contains, in a separate part of the Notice, the Principal Terms of the:
    - (i) Evergreen Supply Contract (or, as the case may be Deemed Contract) that is subject to the Dead Tariff; and
    - (ii) Evergreen Supply Contract (or, as the case may be Deemed Contract) for the Relevant Cheapest Evergreen Tariff; and
  - (l) contains the SLC 22D Supplier and Customer Information.

**Exception for notification requirements**

22D.10 Paragraph 22D.9 does not apply where, in order to ensure that the Domestic Customer is no longer subject to a Dead Tariff, the licensee has:

- (a) entered into a new Domestic Supply Contract with a Domestic Customer; or
- (b) has agreed a mutual variation with a Domestic Customer (in accordance with standard condition 23A).

### **Requirements for Deemed Contracts**

22D.11 Where the licensee is terminating the Evergreen Supply Contract that is subject to a Dead Tariff in order to ensure that the Domestic Customer would become subject to their Relevant Cheapest Evergreen Tariff on the basis of a Deemed Contract (in the event that the Domestic Customer continued to consume electricity), the licensee must ensure that the terms and conditions of the Deemed Contract are the same as the Evergreen Supply Contract for the Relevant Cheapest Evergreen Tariff (excluding any terms and conditions of the Deemed Contract (other than the Charges for the Supply of Electricity) which are different because of an express prohibition or express requirement contained in a standard licence condition).

### **Continuation of Dead Tariffs for interim period**

22D.12 Where paragraph 22D.13 applies, the licensee must ensure that a Domestic Customer will continue to be subject to the same Charges for the Supply of Electricity and the same terms and conditions that applied to the Dead Tariff until they have changed their supplier.

22D.13 This paragraph applies where one of the following conditions is satisfied:

- (a) no later than 20 Working Days after (but not including) the date on which the Dead Tariff is due to terminate or be changed in order for the Domestic Customer to become subject to the licensee's Relevant Cheapest Evergreen Tariff, the licensee receives Notice under the Master Registration Agreement that another Electricity Supplier will begin to supply the Domestic Customer's Domestic Premises within a reasonable period of time; and
- (b) another Gas Supplier begins to supply the Domestic Customer's Domestic Premises within a reasonable period of time after the date on which the Notice referred to in sub-paragraph 22D.13(a) is given; or
- (c) where:
  - (i) the conditions in sub-paragraphs 22D.13(a) and (b) are met; and
  - (ii) the Domestic Customer has paid any Outstanding Charges within 30 Working Days after the Domestic Customer receives Notice that the licensee intends to prevent the Domestic Customer's Proposed Supplier Transfer.

22D.14 Where paragraph 22D.15 applies, the licensee must ensure that a Domestic Customer will continue to be subject to the same Charges for the Supply of Electricity and the same terms and conditions that applied to the Dead Tariff until a new Domestic Supply Contract with the licensee comes into effect.

22D.15 This paragraph applies where a new Domestic Supply Contract comes into effect no later than 20 Working Days after (but not including) the date on which the Domestic Evergreen Supply Contract (or, as the case may be Deemed Contract) that was subject to the Dead Tariff was to terminate or be changed in order for the Domestic Customer to become subject to the licensee's Relevant Cheapest Evergreen Tariff.

## **Terms of Domestic Supply Contracts**

22D.16 The licensee must ensure that the terms and conditions of each Evergreen Supply Contract for a Dead Tariff comply with the provisions of standard condition 22D.

22D.16A The licensee must ensure that each Evergreen Supply Contract for a Dead Tariff contains terms and conditions which reflect the effect of:

- (a) sub-paragraph 22D.5(c)(iii) and 22D.5(c)(vii);
- (b) sub-paragraphs 22D.9(e)(i) and 22D.9(e)(iii);
- (c) sub-paragraphs 22D.9(f)(i), 22D.9(f)(iii) and 22D.9(f)(iv);
- (d) paragraph 22D.12;
- (e) paragraph 22D.13;
- (f) paragraph 22D.14;
- (g) paragraph 22D.15;
- (h) any other requirement of standard condition 22D which could reasonably be considered as:
  - (i) giving a particular Domestic Customer a right to receive or do something in any circumstances;
  - (ii) giving a particular Domestic Customer a right to avoid being subject to something in any circumstances; and
  - (iii) providing for a specific form of protection for a particular Domestic Customer in any circumstances; and
- (i) any provisions of standard condition 22D specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

22D.17 The licensee must not enforce or take advantage of any term of a Domestic Supply Contract if:

- (a) the inclusion of that term is incompatible with standard condition 22D; or
- (b) the enforcement or the taking advantage of that term would be so incompatible.

## **Power to direct restrictions on information included on or with a Notice issued pursuant to paragraph 22D.9**

22D.18 Subject to paragraph 22D.19, the licensee must comply with any directions relating to SLC 22D Information Restrictions which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

22D.19 Unless the licensee otherwise consents, a direction under paragraph 22D.18 will only take effect after the Authority has given the licensee at least two months Notice.

## Guidance

22D.20 The licensee must have regard to any guidance on standard condition 22D (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

## Exception to compliance with condition

22D.21 The licensee is not required to comply with standard condition 22D to such extent and subject to such conditions as the Authority may from time to time direct.

## Definitions for condition

22D.22 For the purposes of this condition:

**"Annual Assessment Period"** means within the period:

- (a) commencing 30 days before (but not including) the date the licensee is required to provide the particular Domestic Customer with an Annual Statement pursuant to standard condition 31A; and
- (b) ending 150 days after (and commencing with) the date the licensee is required to provide the particular Domestic Customer with an Annual Statement pursuant to standard condition 31A.

**"Completion Date"** means the date which is no later than 150 days after (and commencing with) the date the licensee is required to provide the particular Domestic Customer with an Annual Statement pursuant to standard condition 31A.

**"Dead Tariffs Window"** means the period:

- (a) commencing with the date paragraph 22D.1 takes effect; and
- (b) ending on 30 June 2014.

**"SLC 22D Exempt Information"** means:

- (a) SLC 22D Supplier and Customer Information;
- (b) the information required by sub-paragraph 31C.5(e) of standard condition 31C (Tariff Comparison Rate); and
- (c) the information required by standard condition 31E.

**"SLC 22D Information Restrictions"** means any or all of the following requirements:

- (a) that the Notice issued pursuant to paragraph 22D.9 only contains information which is specified by the Authority; and/or
- (b) that the Notice issued pursuant to paragraph 22D.9 is not to be provided in conjunction with any other information, including (but not limited to) a Bill, statement of account, Annual Statement or marketing material.

**"SLC 22D Supplier and Customer Information"** means:

- (a) the name of the licensee and its contact details;
- (b) the name and address of the Domestic Customer;
- (c) other information used for the purposes of identifying the Domestic Customer; and
- (d) the date of the Notice.

## Condition 22E. Unmetered Supply Arrangements

22E.1 For the purposes of this condition an “Unmetered Supply Arrangement” is a contractual arrangement (or, where applicable, part of a contractual arrangement) in respect of a Domestic Supply Contract which:

- (a) has been agreed between the licensee, an Authorised Distributor and a Domestic Customer in respect of Unmetered Supply to Domestic Premises (or part of those premises);
- (b) complies with any regulations made pursuant to paragraph 1(1A) of Schedule 7 to the Act; and
- (c) does not apply to any part of a Domestic Supply Contract which does not relate to Unmetered Supply.

22E.2 This condition applies to any Unmetered Supply Arrangement and takes precedence over any requirements of any standard conditions set out in paragraph 22E.3 or otherwise referred to in paragraphs 22E.4 and 22E.5.

22E.3 In respect of an Unmetered Supply Arrangement, the licensee is not required to comply with=

- ~~(a) standard condition 22A; and~~
- ~~(b) standard condition 22B (including provisions which may be incorporated within standard condition 22B by virtue of standard condition 31D).~~

22E.4 Where any requirement of a standard condition relates to information that would not be applicable to an Unmetered Supply Arrangement, the licensee must take all reasonable steps to ensure that the information is replaced with information that would be applicable and relevant to the Unmetered Supply Arrangement.

22E.5 The steps which must be taken by the licensee in order to comply with paragraph 22E.4 include, but are not limited to:

- (a) replacing information relating to Unit Rates and a Standing Charge with information about the Charges for the Supply of Electricity which apply to the Unmetered Supply Arrangement; and
- (b) the provision of information which is similar to the Tariff Comparison Rate and Estimated Annual Costs using a methodology for calculations which is compatible with the Tariffs that apply to each Unmetered Supply Arrangement.



22E.6 The licensee must take all reasonable steps to ensure that Domestic Customers which are subject to an Unmetered Supply Arrangement are not at a significant disadvantage to other Domestic Customers when they:

- (a) seek to evaluate the benefits and costs of the Tariff that applies to their Unmetered Supply Arrangement; and
- (b) consider changing their Tariff or supplier.

### **Exception to compliance with condition**

22E.6A The licensee is not required to comply with standard condition 22E to such extent and subject to such conditions as the Authority may from time to time direct.

### **Definitions for condition**

22E.7 For the purposes of this condition:

**"Authorised Distributor"** has the meaning in section 64(1) of the Act.

**"Unmetered Supply Arrangement"** is to be interpreted in accordance with paragraph 22E.1.

**"Unmetered Supply"** has the meaning given in regulation 2 of the Electricity (Unmetered Supply) Regulations (S.I.2001/3263).

## **Condition 22F. Bespoke Heating System Arrangements**

22F.1 For the purposes of this condition a "Bespoke Heating System Arrangement" is a contractual arrangement (or, where applicable, part of a contractual arrangement) in respect of a Domestic Supply Contract or a Deemed Contract which only relates to an Electrical Heating System.

22F.2 This condition applies to any Domestic Supply Contract or a Deemed Contract which incorporates a Bespoke Heating System Arrangement and takes precedence over any requirements of any standard conditions set out in paragraph 22F.3 or otherwise referred to in paragraphs 22F.4 to 22F.10.

22F.3 In respect of a Bespoke Heating System Arrangement, the licensee is not required to comply with:

- (a) ~~(not used) paragraph 22B.2 of standard condition 22B;~~
- (b) subject to paragraph 22F.12, standard condition 31C;
- (c) subject to paragraph 22F.12, any requirement in a standard condition relating to a Tariff Comparison Rate.

22F.4 ~~(Not used.) In respect of a Domestic Supply Contract or a Deemed Contract which incorporates a Bespoke Heating System Arrangement but does not solely relate to a Bespoke Heating System Arrangement, any requirement in a standard condition which has the effect of prohibiting the licensee from having more than one Unit Rate in respect of the same period of time is to be interpreted as:~~

- ~~(a) not prohibiting any situation whereby a Domestic Customer is subject to two different Unit Rates in respect of the same period of time solely on the basis that:
  - ~~(i) one Unit Rate applies to a Bespoke Heating System Arrangement; and~~
  - ~~(ii) the other Unit Rate applies to a supply of electricity to premises (or part of premises) which does not relate to a Bespoke Heating System Arrangement;~~~~
- ~~(b) still prohibiting any Unit Rate or Unit Rates that vary by the level of consumption; and~~
- ~~(c) not prohibiting any situation whereby a Domestic Customer is subject to two different Standing Charges solely on the basis that:
  - ~~(i) one Standing Charge applies to a Bespoke Heating System Arrangement; and~~
  - ~~(ii) the other Standing Charge applies to a supply of electricity to premises (or part of premises) which does not relate to a Bespoke Heating System Arrangement.~~~~

22F.5 ~~(Not used.) In respect of a Domestic Supply Contract or a Deemed Contract which incorporates a Bespoke Heating System Arrangement but does not solely relate to a Bespoke Heating System Arrangement, the requirement in paragraph 22B.2(a) of standard condition 22B in respect of the licensee only supplying Domestic Premises on the basis of one particular metering arrangement, is to be read as permitting:~~

- ~~(a) one metering arrangement to be used in respect of the Bespoke Heating System Arrangement; and~~
- ~~(b) one metering arrangement (which may be different to the metering arrangement used for the purposes of sub-paragraph 22F.5(a)) to be used in respect of the supply of electricity to premises (or part of premises) which does not relate to the Bespoke Heating System Arrangement.~~

22F.6 In respect of a Domestic Supply Contract or a Deemed Contract which incorporates a Bespoke Heating System Arrangement but does not solely relate to a Bespoke Heating System Arrangement, any requirement in a standard condition to provide or display information in respect of a Unit Rate or Unit Rates is to be read as a requirement to provide or display (as the case may be) information in respect of all of the Unit Rates that apply to the Domestic Customer's premises along with information specifying which Unit Rate or Unit Rates apply to the Bespoke Heating System Arrangement and which Unit Rate or Unit Rates apply to the supply of electricity to premises (or part of premises) which does not relate to the Bespoke Heating System Arrangement.

22F.7 In respect of a Domestic Supply Contract or a Deemed Contract which incorporates a Bespoke Heating System Arrangement and which has two Exact Tariff Names, any requirement in a standard condition to provide or display an Exact Tariff Name is to be read as a requirement to provide or display (as the case may be) both Exact Tariff Names.

22F.8 In respect of a Domestic Supply Contract or a Deemed Contract which incorporates a Bespoke Heating System Arrangement but does not solely relate to a Bespoke

Heating System Arrangement, any requirement in a standard condition to provide or display:

- (a) Relevant Cheapest Tariff information and/or Alternative Cheapest Tariff information ("Cheapest Tariff Information"), is to be read as a requirement to provide or display (as the case may be) the Cheapest Tariff Information in respect of the Bespoke Heating System Arrangement and the other part of the Domestic Supply Contract or Deemed Contract which applies to the same Domestic Premises combined;
- (b) a Tariff Information Label, is to be read as a requirement to provide or display (as the case may be) a single Tariff Information Label which incorporates the applicable information in respect of both the Bespoke Heating System Arrangement and the other part of the Domestic Supply Contract or Deemed Contract which applies to the same Domestic Premises;
- (c) information about a Tariff on a Bill, statement of account or Annual Statement, is to be read as a requirement to provide or display (as the case may be) the information in a manner which incorporates the applicable information in respect of both the Bespoke Heating System Arrangement and the other part of the Domestic Supply Contract or Deemed Contract which applies to the same Domestic Premises.

22F.9 In respect of a Bespoke Heating System Arrangement which involves the use of more than one Standing Charge:

- (a) the references to the word "Standing Charge" in the definition of "Relevant Standing Charge" are to be read as "Standing Charges";
- (b) any requirement in a standard condition to use, provide or display information in respect of a Standing Charge is to be read as a requirement to use, provide or display (as the case may be) information in respect of all of the Standing Charges that apply along with information specifying what each Standing Charge applies to.

22F.10 In respect of a Bespoke Heating System Arrangement which involves the use of more than one Electricity Meter, the references to the word "Meter" in the definitions of "Alternative Cheapest Tariff", "Relevant Cheapest Tariff" and "Relevant Cheapest Evergreen Tariff" are to be read as "Meters".

22F.11 The licensee must take all reasonable steps to ensure that Domestic Customers which are subject to a Bespoke Heating System Arrangement are not at a significant disadvantage to other Domestic Customers when they:

- (a) seek to evaluate the benefits and costs of the Tariff that applies to their Bespoke Heating System Arrangement; and
- (b) consider changing their Tariff or supplier.

### **Power to direct the use of the Tariff Comparison Rate in respect of Bespoke Heating System Arrangements**

22F.12 Subject to paragraph 22F.13, the licensee must comply with any directions relating to TCR Matters which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

22F.13 Unless the licensee otherwise consents, a direction under paragraph 22F.12 will only take effect after the Authority has given the licensee at least two months' Notice.

### **Exception to compliance with condition**

22F.13A The licensee is not required to comply with standard condition 22F to such extent and subject to such conditions as the Authority may from time to time direct.

### **Definitions for condition**

22F.14 For the purposes of this condition:

**"Bespoke Heating System Arrangement"** is to be interpreted in accordance with paragraph 22F.1.

**"Electrical Heating System"** means any space and/or water heating equipment that solely uses one or more electrical circuits that are solely used for that equipment.

**"TCR Matters"** means, in respect of all Bespoke Heating System Arrangements or any Bespoke Heating System Arrangements of a particular description specified by the Authority, any or all of the following:

- (a) requirements to use the Tariff Comparison Rate;
- (b) requirements as to how the Tariff Comparison rate is used, displayed and communicated;
- (c) requirements relating to information which has to be displayed or communicated in conjunction with the Tariff Comparison Rate; and
- (d) the methodology which must be used to calculate the Tariff Comparison Rate.

## **Condition 23A. Mutual variations**

23A.1 This condition applies to any mutual variation or proposed mutual variation to the terms of a Domestic Supply Contract.

23A.2 Without prejudice to paragraph 22C.5 of standard condition 22C, the licensee may only agree a mutual variation to the terms (including the Charges for the Supply of Electricity) of a Domestic Supply Contract with a Domestic Customer if:

- (a) the mutual variation does not relate to extending the duration of a Domestic Supply Contract or a fixed term period in any way;
- (b) in respect of a mutual variation which would increase the Charges for the Supply of Electricity or which would in any way be to the disadvantage of the Domestic Customer, the licensee has given the Domestic Customer Notice of the proposed mutual variation and that Notice:
  - (i) is given in advance of the date the mutual variation is intended to take effect;
  - (ii) informs the Domestic Customer that the licensee is seeking to agree a mutual variation;

- (iii) informs the Domestic Customer of the nature, purpose and effect of the proposed mutual variation; and
  - (iv) informs the Domestic Customer in a prominent position that they are under no obligation to agree to the mutual variation;
- (c) the licensee has complied with paragraph 23.1 of standard condition 23;
- (d) in respect of a mutual variation which would increase the Charges for the Supply of Electricity or which would in any way be to the disadvantage of the Domestic Customer, in response to the Notice given by the licensee in accordance with sub-paragraph 23A.2(b), the Domestic Customer has contacted the licensee in Writing or by any other means and has expressly agreed to the mutual variation as part of that contact;
- ~~(e) in respect of any mutual variation to a Live Fixed Term Tariff, by virtue of that mutual variation the Core Tariff becomes identical to a Core Tariff which applies to one of the licensee's Live Fixed Term Tariffs; and~~
- ~~(f) in respect of any mutual variation to a Live Evergreen Tariff, by virtue of that mutual variation the Core Tariff becomes identical to a Core Tariff which applies to one of the licensee's Live Evergreen Tariffs.~~

23A.3 Where a Domestic Customer has agreed to a mutual variation, the licensee must provide that Domestic Customer with a Notice containing the following information in a prominent position within 5 Working Days as from (and including) the date the mutual variation was agreed (or must provide that information as soon as reasonably practicable thereafter):

- (a) a statement to the effect that the Domestic Customer has agreed to a mutual variation; and
- (b) an explanation of the effect of that mutual variation.

### **Terms of Domestic Supply Contracts**

23A.4 The licensee must ensure that the terms and conditions of each Domestic Supply Contract comply with the provisions of standard condition 23A.

23A.4A The licensee must ensure that each Domestic Supply Contract contains terms and conditions which reflect the effect of the provisions of standard condition 23A.

23A.5 The licensee must not enforce or take advantage of any term of a Domestic Supply Contract if:

- (a) the inclusion of that term is incompatible with standard condition 23A; or
- (b) the enforcement or the taking advantage of that term would be so incompatible.

### **Guidance**

23A.6 The licensee must have regard to any guidance on standard condition 23A (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

### **Exception to compliance with condition**

23A.7 The licensee is not required to comply with standard condition 23A to such extent and subject to such conditions as the Authority may from time to time direct.

## **Condition 24. Termination of Domestic Supply Contracts**

### **End of ownership or occupation**

24.1 The licensee must include a term in each Domestic Supply Contract to provide that it will end, in relation to the Domestic Premises to which it applies, by no later than:

- (a) if the Domestic Customer has notified the licensee at least two Working Days before the date on which he stops owning or occupying the premises, that date; or
- (b) if the Domestic Customer has stopped owning or occupying the premises without giving the licensee such notification, the first to happen of the following:
  - (i) the end of the second Working Day after the customer has notified the licensee that he has stopped owning or occupying the premises; or
  - (ii) the date on which any other person begins to own or occupy the premises and takes a supply of electricity at those premises.

24.2 The licensee must include a term in each Domestic Supply Contract to provide that, if that contract is brought to an end in accordance with a term included in it because of paragraph 24.1:

- (a) the Domestic Customer is liable for the supply of electricity to the Domestic Premises until the date on which that contract ends;
- (b) and if the premises are Green Deal Premises and the person who is the Domestic Customer is still the Green Deal Bill Payer (for the purposes of the Green Deal Regulations) after the contract has ended, he or she will still remain liable under the Green Deal Regulations for the Green Deal Charges.

### **Termination Fees**

24.3 ~~Subject to standard condition 22B (which takes precedence),~~ The licensee may include a term in a Domestic Supply Contract requiring a Domestic Customer to pay a Termination Fee to end that contract except in any of the following circumstances:

- (a) the contract is of an indefinite length;
- (b) without prejudice to sub-paragraph (a), the contract allows for both a fixed term period and a period of indefinite length and it is brought to an end during the period of indefinite length; or
- (c) the licensee is required to give Notice of increase in the Charges for the Supply of Electricity or any Disadvantageous Unilateral Variation in accordance with paragraph 23.3 of standard condition 23 (Notification of Domestic Supply Contract terms).

24.4 The restrictions imposed by paragraph 24.3 will not apply to such extent as the Authority may direct.

### **Application of this condition**

24.5 If a Domestic Supply Contract provides for both the supply of electricity to a premises and the provision of any other good or service, a reference in this condition to ending that contract is a reference to ending it for the supply of electricity to the premises only.

#### **Length of notice period for termination**

24.6 The licensee must ensure that any notice period for termination of any Evergreen Supply Contract is no longer than 28 days.

#### **Termination of Evergreen Supply Contracts**

24.7 In relation to any Evergreen Supply Contract, the licensee must ensure that the Domestic Customer is entitled to give notice to terminate the Evergreen Supply Contract at any time.

#### **Termination of Fixed Term Supply Contracts**

24.8 In relation to each Fixed Term Supply Contract, the licensee must ensure that:

- (a) a Domestic Customer is entitled to take steps to facilitate changing to any other Electricity Supplier (but not complete the process of changing supplier) at any time without having to pay a Termination Fee;
- (b) unless the Domestic Customer has already entered into a new Fixed Term Supply Contract with the licensee or paragraph 22C.5 of standard condition 22C applies, a Domestic Customer is entitled to switch to any other Electricity Supplier at any time during or after the Switching Window without having to pay a Termination Fee;
- (c) a Domestic Customer is not required to give any form of notice to terminate a Fixed Term Supply Contract or to switch supplier.

#### **Continuation of Fixed Term Supply Contract terms for interim period**

24.9 In relation to each Fixed Term Supply Contract, unless the Domestic Customer has entered into a new Fixed Term Supply Contract with the licensee or paragraph 22C.5 of standard condition 22C applies, the licensee must ensure that where paragraph 24.10 applies a Domestic Customer will continue to be subject to the same Charges for the Supply of Electricity and the same terms and conditions (but not any Termination Fee) that applied to that Fixed Term Supply Contract until they have changed their supplier.

24.10 This paragraph applies where one of the following conditions are satisfied:

- (a) no later than 20 Working Days after (but not including) the date on which the fixed term period of a Fixed Term Supply Contract ends, the licensee receives Notice under the Master Registration Agreement that another Electricity Supplier will begin to supply the Domestic Customer's Domestic Premises within a reasonable period of time; and
- (b) another Electricity Supplier begins to supply the Domestic Customer's Domestic Premises within a reasonable period of time after the date on which the Notice referred to in sub-paragraph 24.10(a) is given; or
- (c) where:
  - (i) the conditions in sub-paragraphs 24.10(a) and (b) are met; and

- (ii) the Domestic Customer has paid any Outstanding Charges within 30 Working Days after the Domestic Customer receives Notice that the licensee intends to prevent the Domestic Customer's Proposed Supplier Transfer.

24.11 In relation to each Fixed Term Supply Contract, where paragraph 22C.5 of standard condition 22C does not apply and a Domestic Customer has entered into a new Fixed Term Supply Contract with the licensee, the licensee must ensure that where paragraph 24.12 applies a Domestic Customer will continue to be subject to the same Charges for the Supply of Electricity and the same terms and conditions (but not any Termination Fee) that applied to that Fixed Term Supply Contract until the new Fixed Term Supply Contract comes into effect.

24.12 This paragraph applies where a new Fixed Term Supply Contract comes into effect no later than 20 Working Days after (but not including) the date on which the fixed term period of a Fixed Term Supply Contract ends.

**Treatment of Fixed Term Supply Contracts with changes to terms precisely set out in advance**

24.13 Without prejudice to paragraphs 22C.2 and 22C.5 of standard condition 22C, where, in accordance with paragraph 22C.11 of standard condition 22C, a Fixed Term Supply Contract expressly sets out in advance the precise variation or variations to the Charges for the Supply of Electricity which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to the licensee's discretion, the references to "fixed term period" in paragraphs 24.10 and 24.12 are to be read as a reference to the last fixed term period that applies to the Fixed Term Supply Contract.

**Terms of Domestic Supply Contracts**

24.14 The licensee must ensure that the terms and conditions of each Domestic Supply Contract comply with the provisions of standard condition 24.

24.14A The licensee must ensure that each Domestic Supply Contract contains terms and conditions which reflect the effect of:

- (a) paragraph 24.3;
- (b) paragraph 24.6;
- (c) paragraph 24.7;
- (d) paragraph 24.8;
- (e) paragraph 24.9;
- (f) paragraph 24.10;
- (g) paragraph 24.11; and
- (h) paragraph 24.12.

24.15 The licensee must not enforce or take advantage of any term of a Domestic Supply Contract if:

- (a) the inclusion of that term is incompatible with standard condition 24; or



- (b) the enforcement or the taking advantage of that term would be so incompatible.

### **Guidance**

24.16 The licensee must have regard to any guidance on standard condition 24 (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

### **Definitions for condition**

24.17 For the purposes of this condition "**Switching Window**" means the period which begins 49 days before the date the fixed term period of a Fixed Term Supply Contract is due to end and which ends on the date the fixed term period of a Fixed Term Supply Contract is due to end.

## **Condition 25A. Prohibition of undue discrimination in supply (Not used.)**

### **~~Prohibition of undue discrimination~~**

~~25A.1 This condition applies in relation to the supply of electricity by the licensee under a Domestic Supply Contract or a Deemed Contract for the supply of electricity to Domestic Premises.~~

~~25A.2 Subject to paragraph 25A.3, the licensee must ensure that in supplying or offering to supply electricity, the Principal Terms on which it does so do not discriminate without objective justification between one group of Domestic Customers and any other such group. For the purposes of this condition it shall be for the Authority to decide whether there is any such objective justification.~~

~~25A.3 The licensee shall only be in breach of this condition if and to the extent that the nature of the discriminatory terms offered and/or their impact on any Domestic Customers is material in any respect.~~

### **~~Compliance with this condition~~**

~~25A.4 This licence condition shall be interpreted and enforced in accordance with guidance issued by the Authority and until such guidance is published this licence condition shall not be enforceable.~~

~~25A.5 The Authority may from time to time revise the guidance referred to in paragraph 25A.4 with a view to:~~

- ~~(a) removing or reducing inconsistencies between Electricity Suppliers in their interpretation and application of its provisions; and~~
- ~~(b) clarifying how the licensees' compliance with the obligations imposed by this condition will be monitored and enforced~~

~~25A.6 Before revising guidance under paragraph 25A.5, the Authority shall give Notice that it proposes to do so to:~~

- ~~(a) Electricity Suppliers in whose licences Section B of the standard conditions is effective;~~
- ~~(b) the National Consumer Council; and~~
- ~~(c) such other persons as the Authority considers it appropriate to consult in relation to the proposal.~~

~~25A.7 A Notice given by the Authority under paragraph 25A.6 must:~~

- ~~(a) state that the Authority proposes to issue the revised guidance and specify the date on which it intends that this should take effect;~~
- ~~(b) set out the text of the guidance and the Authority's reasons for proposing to revise it; and~~
- ~~(c) specify the time (which must not be less than a period of 28 days from the date of the Notice) within which representations or objections with respect to the proposal may be made;~~

~~and the Authority must consider any representations or objections which are duly made and not withdrawn.~~

~~25A.8 The licensee is not required to comply with this condition if it supplies electricity to fewer than 50,000 Domestic Customers or such other number as may from time to time be directed by the Authority.~~

### ~~Termination of this Provision~~

~~25A.9 This condition will cease to have effect on 31 July 2012.~~

## Condition 31C. Tariff Comparison Rate

31C.1 Subject to paragraph 31C.3, in respect of each of its Tariffs, the licensee must provide or display (and must ensure that any Representative provides or displays) the Tariff Comparison Rate in all circumstances where the licensee or any Representative provides or is required to provide information about the licensee's Charges for the Supply of Electricity.

31C.2 Subject to paragraph 31C.3, where the licensee or any Representative makes any form of comparative claim in respect of one or more of its Tariffs and any other Tariff or Tariffs which are not the licensee's Tariffs, the licensee must provide or display (and must ensure that any Representative provides or displays) the Tariff Comparison Rate in respect of the Tariff or Tariffs which are the licensee's Tariffs.

31C.3 Subject to paragraph 31C.10, paragraphs 31C.1 and 31C.2 do not apply in respect of:

- (a) Relevant Cheapest Tariff information and Alternative Cheapest Tariff information;
- (b) a Time of Use Tariff; and
- (c) an Excluded Staggered Charging Tariff.

31C.4 If the licensee or any Affiliate Licensees have a Website, the licensee must publish each Tariff Comparison Rate on that Website in a position that is capable of easily

being accessed by any person and which does not require a person to input any information apart from their address or postcode.

31C.4A If the licensee or any Affiliate Licensees have a Website, the licensee may also, in the same position as it publishes each Tariff Comparison Rate pursuant to 31C.4, offer any person the opportunity to obtain Tariff Comparison Rates that are tailored to that person's individual circumstances or preferences, by allowing that person to enter additional information.

31C.4B Where the licensee or Affiliate Licensee offers a person the opportunity to obtain tailored Tariff Comparison Rates as provided by paragraph 31C.4A above, the licensee or Affiliate Licensee must include on the same page of the Website a prominent statement to the effect that any person can obtain a Tariff Comparison Rate by entering no more information than their address or postcode.

31C.5 Where, in accordance with paragraph 31C.1 or any other standard condition, a Tariff Comparison Rate is provided or displayed, the licensee must ensure that:

- (a) the Tariff Comparison Rate is referred to using either the name "TCR" or "Tariff Comparison Rate" (and thereafter is referred to in a consistent manner);
- (b) the Tariff Comparison Rate is, when displayed in Writing, displayed in a colour which is readily distinguishable from the background medium;
- (c) the Tariff Comparison Rate is clearly visible when displayed in Writing or otherwise clearly communicated; and
- (d) where the Tariff Comparison Rate is displayed on a Specified Medium, the following information is provided or displayed in conjunction with the Tariff Comparison Rate:
  - (i) the Exact Tariff Name that relates to the Tariff Comparison Rate;
  - (ii) subject to paragraph 31C.5B, the Exact Payment Method that relates to the Tariff Comparison Rate;
  - (iii) (where applicable ~~and where the Discount is permitted by standard condition 22B~~) information about the existence and amount of any Non-Contingent Discounts (and a statement to the effect that this amount is included in the Tariff Comparison Rate calculation);
  - (iv) (where applicable) information about the existence and amount of a Dual Fuel Discount (and a statement to the effect that this amount is included in the Tariff Comparison Rate calculation);
  - (v) (where applicable) information about the existence of an Online Account Management Discount (and a statement to the effect that this amount is included in the Tariff Comparison Rate calculation);
  - (vi) (where applicable ~~and where the Discount is permitted by standard condition 22B~~) information about the existence and amount of any Contingent Discounts (and a statement to the effect that this amount is not included in the Tariff Comparison Rate calculation);

- (vii) information about the existence and amount of any Termination Fee (and a statement to the effect that this amount is not included in the Tariff Comparison Rate calculation);
  - (viii) information about the existence and amount of any late payment fee (and a statement to the effect that this amount is not included in the Tariff Comparison Rate calculation);
  - (ix) where a Dual Fuel Discount applies, a statement to the effect that the Tariff Comparison Rate is based on the assumption that the Domestic Customer would be supplied with both electricity and gas from the licensee or the licensee and an Affiliate Licensee;
  - (x) where a Tied Bundle or Opt-Out Bundle applies, the following information about the applicable Bundled Product:
    - (1) the name of the applicable Bundled Product;
    - (2) the charges (if any) which apply in respect of the applicable Bundled Product;
    - (3) in the case of a Tied Bundle, a statement to the effect that any charges for the Tied Bundle are included or excluded (as applicable) in the Tariff Comparison Rate calculation;
    - (4) in the case of an Opt-Out Bundle, a statement to the effect that any charges for the Opt-Out Bundle are not included in the Tariff Comparison Rate calculation;
    - (5) a statement to the effect that the nature of the Bundled Product means that it is either a Tied Bundle or an Opt-Out Bundle;
    - (6) a brief description of the goods and/or services which are provided as part of the Bundled Product;
  - (xi) a statement to the effect that the Tariff Comparison Rate is based on assumed consumption values and that the actual charges applicable to the Domestic Customer would be dependent on the amount of energy used;
  - (xii) a statement (which is designed to promote the benefits of the Tariff Comparison Rate) to the effect that the Tariff Comparison Rate can be used as a guide, but does not indicate actual prices; and
  - (xiii) a statement explaining where the Domestic Customer can obtain further information about the Tariff to which the Tariff Comparison Rate applies; and
- (da) where the Tariff Comparison Rate is displayed on a Tariff Information Label which is provided via a Durable Medium, the information specified in subparagraphs 31C.5(d)(i) to (xiii) is provided or displayed in conjunction with the Tariff Comparison Rate on a separate page; and

- (e) where the Tariff Comparison Rate is not displayed on a Specified Medium, the following information is provided or displayed in conjunction with the Tariff Comparison Rate:
  - (i) the Exact Tariff Name that relates to the Tariff Comparison Rate;
  - (ii) subject to paragraph 31C.5B, the Exact Payment Method that relates to the Tariff Comparison Rate;
  - (iii) (where applicable) information about the existence of a Dual Fuel Discount;
  - (iv) (where applicable) information about the existence of an Online Account Management Discount;
  - (v) a statement to the effect that the Tariff Comparison Rate is based on assumed consumption values and that the actual charges applicable to the Domestic Customer would be dependent on the amount of energy used;
  - (vi) a statement (which is designed to promote the benefits of the Tariff Comparison Rate) to the effect that the Tariff Comparison Rate can be used as a guide, but does not indicate actual prices; and
  - (vii) a statement explaining where the Domestic Customer can obtain further information about the Tariff to which the Tariff Comparison Rate applies.

31C.5A This paragraph applies where:

- (a) the licensee:
  - (i) does not supply a Domestic Customer and the licensee or any Representative provides that Domestic Customer with a Tariff Comparison Rate, except where, pursuant to paragraph 31E.8 of standard condition 31E (Provision of Tariff Information Label and Estimated Annual Costs at the same time as Principal Terms), a Tariff Information Label is being provided at the same time providing Principal Terms; or
  - (ii) does supply a Domestic Customer and the licensee or any Representative provides that Domestic Customer with a Tariff Comparison Rate in respect of a Tariff which is different to the Tariff which applies to the Domestic Customer's Domestic Supply Contract or Deemed Contract; and
- (b) two or more Tariffs are identical apart from having different terms and conditions in respect of payment methods (other than Charges for the Supply of Electricity) and would have identical Tariff Comparison Rates on that basis (a "No Payment Method Differential TCR").

31C.5B Where paragraph 31C.5A applies, instead of providing a separate Tariff Comparison Rate for each separate Tariff which has a different payment method, the licensee may provide a single Tariff Comparison Rate along with information setting out all of

the Exact Payment Methods which are applicable to the No Payment Method Differential TCR.

31C.6 Where any change or changes will take place that affect the calculation of any Tariff Comparison Rate that continues to be used by the licensee or any Representative, the licensee must take all reasonable steps to ensure that each Tariff Comparison Rate is updated on the following basis:

- (a) in the case of a Fixed Term Supply Contract which complies with sub-paragraph 22C.11(a) of standard condition 22C or sub-paragraph 23.8(a) of standard condition 23:
  - (i) in respect of information displayed on a Website or other website, within one Working Day of the time the change or changes take effect; and
  - (ii) in respect of information displayed or provided in any other manner, within five Working Days from the time the change or changes take effect; and
- (b) in the case of any other Tariff, before the change or changes take effect.

#### **Provision of Tariff Comparison Rates**

31C.7 If any Relevant Person requests a copy of any Tariff Comparison Rate, the licensee must provide a Written copy of that information (in accordance with paragraph 31C.5) to that person free of charge within 5 days after the day the request was received or as soon as reasonably practicable thereafter.

#### **Guidance**

31C.8 The licensee must have regard to any guidance on standard condition 31C (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

#### **Exception to compliance with condition**

31C.9 The licensee is not required to comply with standard condition 31C to such extent and subject to such conditions as the Authority may from time to time direct.

#### **Power to direct the use of the Tariff Comparison Rate in respect of Time of Use Tariffs and/or Staggered Charging Tariffs**

31C.10 Subject to paragraph 31C.11, the licensee must comply with any directions relating to Relevant Time of Use Matters and/or Staggered Charging Matters which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

31C.11 Unless the licensee otherwise consents, a direction under paragraph 31C.10 will only take effect after the Authority has given the licensee at least two months' Notice.

#### **Definitions for condition**

31C.12 In this condition:

**“Durable Medium”** means in a form in which information:

- (a) cannot be edited; and
- (b) can be retained and reproduced by a Domestic Customer.

**“Relevant Staggered Charging Matters”** means, in respect of a Staggered Charging Tariff of a particular description specified by the Authority, any or all of the following:

- (a) requirements to use the Tariff Comparison Rate;
- (b) requirements as to how the Tariff Comparison rate is used, displayed and communicated;
- (c) requirements relating to information which has to be displayed or communicated in conjunction with the Tariff Comparison Rate; and the methodology which must be used to calculate the Tariff Comparison Rate.

**“Relevant Time of Use Matters”** means, in respect of all Time of Use Tariffs or any Time of Use Tariffs of a particular description specified by the Authority, any or all of the following:

- (a) requirements to use the Tariff Comparison Rate;
- (b) requirements as to how the Tariff Comparison rate is used, displayed and communicated;
- (c) requirements relating to information which has to be displayed or communicated in conjunction with the Tariff Comparison Rate; and
- (d) the methodology which must be used to calculate the Tariff Comparison Rate.

**“Specified Medium”** means any of the following:

- (a) a Tariff Information Label where it is not provided via a Durable Medium;
- (b) a website; and

where a Written copy of any Tariff Comparison Rate must be provided to a Relevant Person pursuant to paragraph 31C.7.

## Condition 31D. White Label Tariffs

### ~~Treatment of restrictions on Tariff numbers~~

~~31D.1 – 31D.19 (Not used)~~

~~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 Where the licensee has White Label Tariffs, paragraphs 22B.2 (b) and (c) of standard condition 22B are replaced with the following paragraphs:~~

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

- ~~(i) any Category A Metering Arrangement;~~
- ~~(ii) any Category B Metering Arrangement;~~
- ~~(iii) any Category C Metering Arrangement;~~
- ~~(iv) any Category D Metering Arrangement; or~~
- ~~(v) any Category E Metering Arrangement.~~

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

- ~~(i) any Category A Metering Arrangement;~~
- ~~(ii) any Category B Metering Arrangement;~~
- ~~(iii) any Category C Metering Arrangement;~~
- ~~(iv) any Category D Metering Arrangement; or~~
- ~~(v) any Category E Metering Arrangement.~~

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

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

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

~~22B.2A With the exception of White Label Tariffs, for the purposes of 22B.2(b) the expression "available to" is to be read as including (but is not necessarily limited to) circumstances where a Domestic Customer is able to enter into a Domestic Supply Contract for, or be supplied on the basis of, a Core Tariff.~~

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

### ~~**Treatment of Dual Fuel Discounts**~~

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

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



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

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

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

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

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

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

- ~~(a) a Discount of a precise monetary amount that is Continuously Applied on a daily basis;~~
- ~~(b) (if the licensee wishes to offer an Online Account Management Discount) offered and available with all the licensee's Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;~~

- ~~(c) subject to the same terms and conditions throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;~~
- ~~(d) of the same monetary amount throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs;~~
- ~~(e) not expressed as a percentage; and~~
- ~~(f) subject to paragraph 22B.24, only presented as a monetary amount in pounds sterling per year.~~

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

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

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

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

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

- ~~(a) comply with standard condition 27;~~
- ~~(b) are applied in the same way to all Domestic Customers with the same payment method;~~
- ~~(c) are subject to the same terms and conditions and are of the same monetary amount throughout Great Britain for the same payment method in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs; and~~
- ~~(d) are fully incorporated in:~~

~~(i) where the Domestic Supply Contract or Deemed Contract is for a Non-Time of Use Tariff, the Unit Rate or the Standing Charge; and~~

~~(ii) where the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff, any or all of the Time of Use Rates or the Standing Charge.~~

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

~~(a) comply with standard condition 27;~~

~~(b) are applied in the same way to all Domestic Customers with the same payment method;~~

~~(c) are subject to the same terms and conditions and are of the same monetary amount throughout Great Britain for the same payment method in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs; and~~

~~(d) are fully incorporated in:~~

~~(i) where the Domestic Supply Contract or Deemed Contract is for a Non-Time of Use Tariff, the Unit Rate or the Standing Charge; and~~

~~(ii) where the Domestic Supply Contract or Deemed Contract is for a Time of Use Tariff, any or all of the Time of Use Rates or the Standing Charge.~~

### **~~Treatment of Bundled Products~~**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~(a) contains the same terms and conditions and is of the same monetary amount (or, where paragraph 22B.26 applies, of the same methodology) in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs for every Bundled Product which has similar Features to another Bundled Product;~~

~~(b) is not:~~

~~(i) pounds sterling or any currency of any other country;~~

~~(ii) capable of being directly redeemed (rather than sold) for pounds sterling or any currency of any other country;~~

~~(iii) in any way applied to (rather than incorporated within) a Unit Rate or Standing Charge; and~~

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

~~(c) is not expressed as a percentage; and~~

~~(d) subject to paragraph 22B.24, is only presented as a monetary amount in either:~~

~~(i) pounds sterling per year; or~~

~~(ii) pence per kWh.~~

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

~~(a) contains the same terms and conditions and is of the same monetary amount (or, where paragraph 22B.26 applies, of the same methodology) in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs for every Bundled Product which has the same or similar Features to another Bundled Product;~~

~~(b) is not:~~

~~(i) pounds sterling or any currency of any other country;~~

~~(ii) capable of being directly redeemed (rather than sold) for pounds sterling or any currency of any other country;~~

~~(iii) in any way applied to (rather than incorporated within) a Unit Rate or Standing Charge; and~~

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

~~(c) is not expressed as a percentage; and~~

~~(d) subject to paragraph 22B.24, is only presented as a monetary amount in either:~~

~~(i) pounds sterling per year; or~~

~~(ii) pence per kWh.~~

### ~~Treatment of Reward Points Discounts~~

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

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

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

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

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

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

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

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

~~(a) use any additional Tied Reward Points Discounts as a mandatory part of those Core Tariffs; and~~

~~(b) use a Tied Reward Points Discount with similar Features to any Optional Reward Points Discount used with any Core Tariffs.~~

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

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

~~(b) use a Tied Reward Points Discount with similar Features to any Optional Reward Points Discount used with any White Label Tariffs of the same White Label Tariff Provider.~~

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

~~22B.20A With the exception of White Label Tariff, where, pursuant to paragraph 22B.19, the licensee uses a Tied Reward Points Discount with any selection of its Core Tariffs, the licensee must ensure that the Tied Reward Points Discount is available to all Domestic Customers which are subject to those Core Tariffs.~~

~~22B.20AB In respect of White Label Tariffs, where, pursuant to paragraph 22B.19A, the licensee uses a Tied Reward Points Discount with any selection of its White Label Tariffs of the same White Label Tariff Provider, the licensee must ensure that the Tied Reward Points Discount is available to all Domestic Customers which are subject to those White Label Tariffs.~~

~~31D.14 Where the licensee has White Label Tariffs, paragraph 22B.21 of standard Condition 22B is replaced with the following paragraphs:~~

~~22B.21 With the exception of White Label Tariffs, the licensee may offer Optional Reward Points Discounts with all Core Tariffs throughout Great Britain and may restrict the number of Reward Points Discounts a Domestic Customer may choose to receive.~~

~~22B.21A In respect of White Label Tariffs, the licensee may offer Optional Reward Points Discounts with all White Label Tariffs of the same White Label Tariff Provider throughout Great Britain and may restrict the number of Reward Points Discounts a Domestic Customer may choose to receive.~~

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

~~22B.22 With the exception of White Label Tariffs, where, pursuant to paragraph 22B.21, an Optional Reward Points Discount is offered with all Core Tariffs throughout Great Britain, the licensee must not offer or use an Optional Reward Points Discount with similar Features to another Optional Reward Points Discount or Tied Reward Points Discount used with any Core Tariffs.~~

~~22B.22AA In respect of White Label Tariffs, where, pursuant to paragraph 22B.21A, an Optional Reward Points Discount is offered with all White Label Tariffs of the same White Label Tariff Provider throughout Great Britain, the licensee must not use an Optional Reward Points Discount with similar Features to another Optional Reward Points Discount or Tied Reward Points Discount used with any White Label Tariff of the same White Label Tariff Provider.~~

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

~~22B.22A With the exception of White Label Tariffs, where, pursuant to paragraph 22B.21, the licensee offers an Optional Reward Points Discount with all Core Tariffs, the licensee must ensure that the Optional Reward Points Discount is available to all Domestic Customers which are subject to those Core Tariffs.~~

~~22B.22AB In respect of White Label Tariffs, where, pursuant to paragraph 22B.21A, the licensee offers an Optional Reward Points Discount all White Label Tariffs of the same White Label Tariff Provider, the licensee must ensure that the Optional Reward Points Discount is available to all Domestic Customers which are subject to those White Label Tariffs.~~

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

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

~~(a) subject to paragraph 22B.28, is Continuously Applied on a daily or per kWh basis;~~

~~(b) is subject to the same terms and conditions and of the same amount of points throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs for every Reward Points Discount which has the same or similar Features to another Reward Points Discount (excluding Reward Points Discounts with distinct additional Features);~~



~~(c) is not:~~

~~(i) pounds sterling or any currency of any other country;~~

~~(ii) capable of being directly redeemed (rather than sold) for pounds sterling or any currency of any other country;~~

~~(iii) in any way applied to (rather than incorporated within) a Unit Rate or Standing Charge; and~~

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

~~(d) is not expressed as a percentage.~~

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

~~(a) subject to paragraph 22B.28A, is Continuously Applied on a daily or per kWh basis;~~

~~(b) is subject to the same terms and conditions and of the same amount of points throughout Great Britain in respect of Live Evergreen Tariffs, Live Fixed Term Tariffs and Dead Tariffs for every Reward Points Discount which has the same or similar Features to another Reward Points Discount (excluding Reward Points Discounts with distinct additional Features);~~

~~(c) is not:~~

~~(i) pounds sterling or any currency of any other country;~~

~~(ii) capable of being directly redeemed (rather than sold) for pounds sterling or any currency of any other country;~~

~~(iii) in any way applied to (rather than incorporated within) a Unit Rate or Standing Charge; and~~

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

~~(d) is not expressed as a percentage.~~

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

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

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

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

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

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

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

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

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

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

**~~Schedule to standard condition 22B~~**

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

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

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

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

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

### **Relevant Cheapest Tariff definition**

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

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

- (a) their Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff the Domestic Customer is currently subject to;

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

**Alternative Cheapest Tariff definition**

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

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

- (a) their Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff the Domestic Customer is currently subject to;
- (b) where the Domestic Customer is not subject to a Prepayment Meter, the cheapest Tariff compatible with the Electricity Meter installed at the Domestic Customer's premises;
- (c) where the Domestic Customer is subject to a Prepayment Meter, the cheapest Tariff compatible with any Electricity Meter which could be installed at the Domestic Customer's premises;
- (d) where the Domestic Customer is subject to a White Label Tariff:
  - (i) a White Label Tariff of the same White Label Tariff Provider; or
  - (ii) a Tariff of the licensee which is not a White Label Tariff;
- (e) where the Domestic Customer is not subject to a White Label Tariff,
  - (i) a Tariff which is not a White Label Tariff; or
  - (ii) a White Label Tariff of any White Label Tariff Provider of the licensee; and

- (f) consideration of both Time of Use Tariffs for which appropriate consumption data is available and Non-Time of Use Tariffs.

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

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

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

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

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

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

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

### **Exception to compliance with condition**

31D.24 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.25 In this condition:~~

~~“White Label Tariff” means a Tariff:~~

- ~~(a) offered by virtue of an Electricity Supply Licence of the licensee or an Affiliate Licensee;~~
- ~~(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.~~

## Condition 31E. Overarching requirements

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

31E.1 Where pursuant to a standard condition the licensee provides a Domestic Customer with information about their Relevant Cheapest Tariff and/or Alternative Cheapest Tariff, the licensee must provide, in Writing, in close proximity on the same page:

- (a) a statement to the effect that changing to a Relevant Cheapest Tariff and/or to an Alternative Cheapest Tariff may involve changing to materially different terms and conditions;
- (b) where applicable, a statement to the effect that the Relevant Cheapest Tariff and/or Alternative Cheapest Tariff is subject to eligibility criteria, limited availability and/or will only be available for a limited period of time; and
- (c) where the Domestic Customer has a Prepayment Meter and changing to the Alternative Cheapest Tariff would require the Electricity Meter to be changed:
  - (i) a statement to the effect that changing to the Alternative Cheapest Tariff would require the Electricity Meter to be changed;
  - (ii) an estimate of the costs (in pounds sterling), if any, of changing the Electricity Meter; and
  - (iii) a statement to the effect that there may be restrictions on, or conditions attached to, changing the Electricity Meter.

31E.2 This paragraph applies where:

- (a) the licensee only has one Tariff (or, where there are any Affiliate Electricity Licensees, the licensee and any Affiliate Electricity Licensees only have one Tariff); and/or
- (b) the Domestic Customer is already subject to the licensee’s (or, where there are any Affiliate Electricity Licensees, the licensee’s and any Affiliate

Electricity Licensee's) Relevant Cheapest Tariff and/or Alternative Cheapest Tariff (as applicable).

31E.3 Where paragraph 31E.2 applies, the licensee must provide a statement in Writing to the effect that the Domestic Customer is already subject to the Relevant Cheapest Tariff and/or Alternative Cheapest Tariff (as applicable) and that they will be informed at least once a year if the position changes.

31E.4 Where the Domestic Customer is using a Prepayment Meter, in addition to providing that Domestic Customer with information about their Alternative Cheapest Tariff, the licensee must provide a statement in Writing to the effect that a Domestic Customer with Outstanding Charges may be able to change their supplier by agreeing with a new Electricity Supplier that the Outstanding Charges may be assigned by the licensee in accordance with the Protocol.

31E.5 Where the licensee is required to provide a Domestic Customer with information about their Relevant Cheapest Tariff and/or Alternative Cheapest Tariff, it must take all reasonable steps to ensure that:

- (a) the calculation of Annual Consumption Details and all other relevant calculations and assessments are made at a point in time which is of a close proximity to the point in time at which the information is to be provided to the Domestic Customer; and
- (b) the assessment of the Relevant Cheapest Tariff and/or Alternative Cheapest Tariff is based on the most up to date Tariff information available.

31E.5A Where paragraph 31E.5B applies, the licensee may interpret the definition of Relevant Cheapest Tariff and Alternative Cheapest Tariff in standard condition 1 as if the words "the cheapest Tariff available from the licensee (or, where there are any Affiliate Licensees, the licensee and any Affiliate Licensees) for that Domestic Customer" were replaced with "the cheapest Tariff available from the licensee (or, where there are any Affiliate Licensees, the licensee and any Affiliate Licensees) for which that Domestic Customer would be eligible".

31E.5B This paragraph applies where:

- (a) the licensee has eligibility criteria for one or more of its Tariffs ~~which complies with sub-paragraph 22B.31(d) of standard condition 22B (Requirement for Tariffs to be available to new and existing Domestic Customers)~~; and
- (b) on the basis of that eligibility criteria and information held by the licensee, the licensee is satisfied that a particular Domestic Customer would not be eligible for one or more of the licensee's Tariffs.

### **Plain and intelligible language and presentation requirements**

31E.6 Where, by virtue of any standard condition, the licensee is required to provide a Domestic Customer with information, the licensee must ensure that the information is:

- (a) drafted (or, where provided orally, communicated) in plain and intelligible language;
- (b) where the information is required to be provided in Writing, presented in:

- (i) text of a colour which is readily distinguishable from the background medium; and
- (ii) unless a standard condition otherwise provides, text of an equal size and prominence except that headings may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise.

**Overarching requirement to refer to Estimated Annual Costs as “Personal Projection”**

31E.7 Where the licensee or any Representative is required by any standard condition to provide a Domestic Customer’s Estimated Annual Costs, the licensee must ensure that the Estimated Annual Costs are communicated to the Domestic Customer using the name “Personal Projection”.

**Provision of Tariff Information Label and Estimated Annual Costs at the same time as Principal Terms**

31E.8 Where the licensee or any Representative is required by any standard condition to provide information about all the Principal Terms, the licensee must take (and ensure that any Representative takes) all reasonable steps to communicate the following information to the Domestic Customer and ensure that the information is communicated (or, where the information is provided in Writing, drafted) in plain and intelligible language:

- (a) the Tariff Information Label or, in the case of oral communications, the information contained in the Tariff Information Label (in respect of any Domestic Supply Contract offered to the Domestic Customer); and
- (b) the Domestic Customer’s Estimated Annual Costs (in respect of any Domestic Supply Contract offered to the Domestic Customer).

**Provision of information about things included in Estimated Annual Costs**

31E.9 Where Estimated Annual Costs are provided to a Domestic Customer by the licensee or any Representative (either by virtue of a standard condition or on a voluntary basis), the licensee must provide (and take all reasonable steps to ensure that any Representative provides) a brief statement (in Writing where the Estimated Annual Cost are provided in Writing or orally where the Estimated Annual Cost are provided orally) explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax.

**Provision of information regarding inclusion or exclusion of value added tax**

31E.10 Where the licensee provides a Domestic Customer with any information about the Charges for the Supply of Electricity or any other type of charge or fee (the “Applicable Charges”), the licensee must inform the Domestic Customer of whether the Applicable Charges include or exclude value added tax.

**Provision of information regarding future increases in charges**

31E.11 Where the licensee provides a Domestic Customer with any information about their Estimated Annual Costs in respect of an Evergreen Supply Contract, the licensee must provide the Domestic Customer with a statement to the effect that the nature of the contract means that the Charges for the Supply of Electricity may be increased by the licensee in the future.



### **Provision of information regarding Opt-out Bundles**

31E.12 Where any Opt-out Bundle is offered to a Domestic Customer, the licensee must inform (and take all reasonable steps to ensure that any Representative informs) the Domestic Customer:

- (a) that an Opt-out Bundle applies;
- (b) that the Domestic Customer is able to opt out from receiving the Opt-out Bundle; and
- (c) of the consequences of the Domestic Customer not opting out from receiving the Opt-out Bundle.

### **Overarching requirements for Staggered Charging Tariffs**

31E.13 Where a Staggered Charging Tariff has more than one Standing Charge, the licensee must comply with any requirement in a standard condition to use, provide or display information in respect of a Standing Charge on the basis that the requirement is read as a requirement to use, provide or display (as the case may be) information in respect of all of the Standing Charges that apply along with information specifying the duration of time each Standing Charge applies to.

31E.14 Where a Staggered Charging Tariff has more than one Unit Rate, the licensee must comply with any requirement in a standard condition to use, provide or display information in respect of a Unit Rate on the basis that the requirement is read as a requirement to use, provide or display (as the case may be) information in respect of all of the Unit Rates that apply along with information specifying the duration of time each Unit Rate applies to.

### **Overarching requirements where Tariffs have Time of Use Rates**

31E.15 Where a Tariff has Time of Use Rates, the licensee must comply with any requirement in a standard condition to use, provide or display information in respect of a Unit Rate on the basis that the requirement is read as a requirement to use, provide or display (as the case may be) information in respect of all of the Unit Rates that apply along with information specifying the Time Period each Unit Rate applies to.

### **Guidance**

31E.16 The licensee must have regard to any guidance on standard condition 31E (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

### **Exception to compliance with condition**

31E.17 The licensee is not required to comply with standard condition 31E to such extent and subject to such conditions as the Authority may from time to time direct.