

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

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

**Modification of the standard conditions of all electricity supply licences**

1. Each of the licensees to whom this document is addressed has a supply licence which has been granted or treated as granted under 6(1)(d) of the Electricity Act 1989 (the Act).
2. Under section 11A(2) of the Act the Gas and Electricity Markets Authority ('the Authority')<sup>1</sup> gave notice on 30 January 2017 ('the Notice') that we propose to modify the following standard conditions:
  - 1 (*Definitions of standard conditions*);
  - 22A (*Unit Rate, and Standing Charge and Tariff Name requirements*);
  - 22C (*Fixed Term Supply Contracts*);
  - 22CA (*Transitional provisions for standard condition 22C covering end of fixed term notices and rollovers*);
  - 22CB (*Transitional provisions for certain existing Fixed Term Supply Contracts*);
  - 22D (*Dead Tariffs*);
  - 22E (*Unmetered Supply Arrangements*);
  - 22F (*Bespoke Heating System Arrangements*);
  - 23 (*Notification of Domestic Supply Contract terms*);
  - 25 (*Marketing Electricity to Domestic Customers*);
  - 31A (*Bills, statements of account and Annual Statements*);
  - 31B (*Tariff Information Label*);
  - 31C (*Tariff Comparison Rate*).
3. In such Notice we stated that any representations to the modification proposal must be made on or before 6 March 2017.
4. A copy of the Notice was sent to the Secretary of State in accordance with section 11A(4)(b) of the Act, and we have not received a direction that the change should not be made.
5. We received 12 responses to the Notice, which we considered carefully. We have placed all non-confidential responses on our website. Our response to these comments is set out at in the accompanying letter.
6. As further described in Schedule 1, it is necessary to make certain minor alterations to the modifications set out in the Notice in order to address minor issues raised in consultation responses.
7. We are making these licence changes for a number of reasons. Firstly, we are implementing new principles to help consumers make informed choices and to amend rules governing sales and marketing activities in line with our aim to rely more on principles in the way we regulate the retail market. Other changes relate to the Tariff Comparison Rate (which we have decided to remove) and the Tariff Information Label (which we have decided to amend) and are consequential to changes previously made to the tariff rules in the supply licence<sup>2</sup>. Finally, we have

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

<sup>2</sup> Ofgem, Modification of electricity and gas supply licences to remove certain RMR Simpler Tariff Choices rules, 29 September 2016, <https://www.ofgem.gov.uk/publications-and-updates/modification-electricity-and-gas-supply-licences-remove-certain-rmr-simpler-tariff-choices-rules>

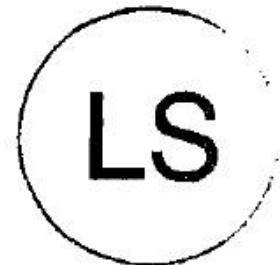
decided to remove SLC 22CA and 22CB following responses to our earlier policy consultation,<sup>3</sup> which have highlighted that these licence conditions are obsolete.

8. The effect of the modification(s) will be to enable consumers to make informed choices about their energy supply and to ensure that suppliers and their representatives conduct sales and marketing activities in a responsible manner. Both aspects are fundamental to our vision of a healthy retail energy market. Another intended effect is to remove unnecessary prescription and obsolete rules. A more detailed description of the reasons and effect of the licence changes can be found in the accompanying letter to this statutory notice, which is available at: <https://www.ofgem.gov.uk/publications-and-updates/statutory-consultation-enabling-consumers-make-informed-choices>.
9. Where an application for permission to appeal our decision is made to the Competition and Markets Authority (CMA) under section 11C of the Act, Rule 5.7 of the CMA's Energy Licence Modification Appeals Rules<sup>4</sup> requires that the appellant must send to any relevant licence holders who are not parties to the appeal a non-confidential notice setting out the matters required in Rule 5.2. The attached Schedule 3 provides a list of the relevant licence holders in relation to this modification. Section 11A(10) of the Act sets out the meaning of 'relevant licence holder'.

Under the powers set out in section 11A(1)(b) of the Act, we hereby modify the standard licence conditions for all electricity supply licences in the manner specified in attached Schedule 2. This decision will take effect from 23 June 2017.

This document is notice of the reasons for the decision to modify the electricity supply licences as required by section 49A(2) of the Act.

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



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

**27 April 2017**

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<sup>3</sup> Ofgem, Helping consumers make informed choices, 3 August 2016, [https://www.ofgem.gov.uk/system/files/docs/2016/08/proposed\\_changes\\_to\\_rmr\\_clearer\\_and\\_sales\\_and\\_marketing\\_licence\\_conditions\\_august\\_2016.pdf](https://www.ofgem.gov.uk/system/files/docs/2016/08/proposed_changes_to_rmr_clearer_and_sales_and_marketing_licence_conditions_august_2016.pdf)

<sup>4</sup> The rules were published by the Competition Commission in September 2012. On 1 April 2014, the Competition Commission was abolished and its functions transferred to the CMA.

## Schedule 1

### CHANGES TO THE DRAFTING OF THE MODIFICATIONS FOLLOWING STATUTORY CONSULTATION

<b>Standard condition</b>	<b>Change following statutory consultation</b>	<b>Reason for change</b>
Paragraph 25.5 of standard condition 25	Replace "products and/or services" with "Tariffs."	We agree with stakeholders that drafting should be consistent where possible. Further, we note that whilst "Tariffs" is a defined term in the licence, "products and/or services" is not. As such, we agree that "Tariffs" is less ambiguous.
Paragraph 25.7 of standard condition 25	In the definition of "Recommend", replace "products and/or services" with "one or more Tariffs" and "a particular product or service is" with "the particular Tariff(s) is/are."	See above.

## Schedule 2

### MODIFICATIONS PURSUANT TO SECTION 11A(1)(b) OF THE ELECTRICITY ACT 1989 OF THE STANDARD CONDITIONS OF THE ELECTRICITY SUPPLY LICENCE GRANTED OR TREATED AS GRANTED UNDER SECTION 6(1)(d) OF THE ELECTRICITY ACT 1989.

We have included the sections of the SLCs we have decided to remove or amend below. For SLC 1 only, we have excluded definitions that we have not decided 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. Where entire licence conditions are removed we will show the following text 'Not Used' if required to keep the existing numbering.

### Condition 1. Definition for standard conditions

~~**Ofgem Consumption Details**~~ means the medium or other consumption value specified in directions which the Authority may issue and may from time to time revise;

~~**Tariff Comparison Rate**~~ means the total amount in pence per kWh (expressed to two decimal places and inclusive of value added tax) based on the following calculation (or a mathematical equivalent):

$$\text{Tariff Comparison Rate} = \frac{((SC \times 365) + (UR \times OGD) + (B1 \times OGD) - (D1 \times OGD) + (B2) - (D2))}{OGD}$$

~~Where:~~

~~**DSCon**~~ means a Domestic Supply Contract or Deemed Contract;

~~**SC**~~ means the sum of: each Relevant Standing Charge ( $SC_i$ ), expressed in pence per day, that applies to the DSCon multiplied by the number of days for which it will apply during the duration of the DSCon ( $t_i$ ), divided by the duration of the DSCon in days ( $T$ );

$$SC = \frac{\sum_i SC_i \cdot t_i}{T}, \text{ with } T, \sum_i t_i = 365 \text{ in the case of an Evergreen Supply Contract}$$

~~**UR**~~ means the sum of: each Relevant Unit Rate ( $UR_i$ ), expressed in pence per kWh, that applies to the DSCon multiplied by the number of days for which it will apply during the duration of the DSCon ( $t_i$ ), divided by the duration of the DSCon in days ( $T$ );

$$UR = \frac{\sum_i UR_i \cdot t_i}{T}, \text{ with } T, \sum_i t_i = 365 \text{ in the case of an Evergreen Supply Contract}$$

~~**OGD**~~ means the Ofgem Consumption Details;

~~**B1**~~ means the sum of: each Consumption Based Bundle Charge that applies to the DSCon ( $B_i$ ), expressed in pence per kWh, multiplied by the number of days for which it will

~~apply during the duration of the DSCon ( $t_i$ ), divided by the duration of the DSCon in days ( $T$ );~~

$$\begin{aligned}
 B1 &= \frac{\sum_i \frac{D_i \cdot t_i}{T}}{\sum_i t_i} \\
 &\text{with } T, \sum_i t_i \\
 &= 365 \text{ in the case of an Evergreen Supply Contract}
 \end{aligned}$$

~~**D1** means the sum of: each Consumption-Based Discount that applies to the DSCon ( $D_i$ ), expressed in pence per kWh, multiplied by the number of days for which it will apply during the duration of the DSCon ( $t_i$ ), divided by the duration of the DSCon in days ( $T$ );~~

$$\begin{aligned}
 D1 &= \frac{\sum_i \frac{D_i \cdot t_i}{T}}{\sum_i t_i} \text{, with } T, \sum_i t_i \\
 &= 365 \text{ in the case of an Evergreen Supply Contract}
 \end{aligned}$$

~~**B2** means the sum of: each Time-Based Bundle Charge that applies to the DSCon ( $B_i$ ), expressed in pence per day, multiplied by the number of days for which it will apply during the duration of the DSCon ( $t_i$ ), multiplied by 365, divided by the duration of the DSCon in days ( $T$ );~~

$$\begin{aligned}
 B2 &= \frac{\sum_i \frac{B_i \cdot t_i \cdot 365}{T}}{\sum_i t_i} \\
 &\text{with } T, \sum_i t_i \\
 &= 365 \text{ in the case of an Evergreen Supply Contract}
 \end{aligned}$$

~~**D2** means the sum of: each Time-Based Discount that applies to the DSCon ( $D_i$ ), expressed in pence per day, multiplied by the number of days for which it will apply during the duration of the DSCon ( $t_i$ ), multiplied by 365, divided by the duration of the DSCon in days ( $T$ );~~

$$\begin{aligned}
 D2 &= \frac{\sum_i \frac{D_i \cdot t_i \cdot 365}{T}}{\sum_i t_i} \\
 &\text{with } T, \sum_i t_i \\
 &= 365 \text{ in the case of an Evergreen Supply Contract}
 \end{aligned}$$

## 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) zero or more Standing Charge(s); and/or

(ii) zero or more Unit Rate(s); and

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

(i) zero or more Standing Charge(s); and/or

(ii) Time of Use Rates.

22A.3 ~~Without prejudice to the Tariff Comparison Rate, w~~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:

(a) the Standing Charge(s);

(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 22C. Fixed Term Supply Contracts**

22C.1 Without prejudice to any Evergreen Supply Contract or Deemed Contract, the licensee and any Representative must only supply or offer to supply a Domestic Customer on the basis of a Fixed Term Supply Contract which complies with standard condition 22C.

### **Prohibition on further fixed term periods**

22C.2 Without prejudice to paragraphs 22C.5, 22C.7 and 22C.8 of standard condition 22C and paragraph 24.9 of standard condition 24 (Continuation of Fixed Term Supply Contract Terms for interim period), the licensee must not extend in any way the duration of any fixed term period that applies to a Fixed Term Supply Contract.

### **Renewal of Fixed Term Supply Contracts**

22C.3 The licensee must prepare a statement (hereafter referred to as an "SLC 22C Statement of Renewal Terms") which:

- (a) is set out in Writing;
- (b) contains a prominent title which clearly informs the Domestic Customer that the fixed term period of their existing Fixed Term Supply Contract is due to end and they need to consider their options;
- (c) without prejudice to SLC 22C Exempt Information only contains the following information:



- (i) the date the fixed term period of the existing Fixed Term Supply Contract is due to end;
  - (ii) the following statement, presented in a manner which is readily distinguishable from the other text presented in the Statement of Renewal Terms: "Remember – it might be worth thinking about switching your tariff or supplier";
  - (iii) information about where the Domestic Customer may obtain impartial advice and information about changing their Electricity Supplier;
  - (iv) a statement explaining that if the Domestic Customer does not change supplier or does not expressly agree a new Evergreen Supply Contract, a new Fixed Term Supply Contract or a further fixed term period for a Fixed Term Supply Contract by the date the fixed term period of the existing Fixed Term Supply Contract is due to end, the Domestic Customer will become subject to the Relevant Cheapest Evergreen Tariff;
  - (v) a statement explaining that the following information is provided in a separate part of the SLC 22C Statement of Renewal Terms:
    - (1) the Principal Terms that currently apply to the Domestic Customer;
    - (2) the Principal Terms that would apply if the Domestic Customer becomes subject to the Relevant Cheapest Evergreen Tariff by virtue of paragraph 22C.7; and
    - (3) where a Notice is also being provided to the Domestic Customer pursuant to sub-paragraph 22C.5(a) below, the Principal Terms that would apply if the Domestic Customer agrees a further fixed term period for an existing Fixed Term Supply Contract;
  - (vi) information about how and when the Domestic Customer may terminate their Fixed Term Supply Contract without being charged a Termination Fee and a statement explaining the effect of paragraphs 24.8 to 24.12 of standard condition 24;
  - (vii) the Domestic Customer's Estimated Annual Costs in the event that the Domestic Customer becomes subject to the Relevant Cheapest Evergreen Tariff by virtue of paragraph 22C.7;
  - (viii) the Exact Tariff Name of the Domestic Customer's Relevant Cheapest Tariff and the Domestic Customer's Estimated Annual Savings based on the premise that the Domestic Customer is now subject to the Relevant Cheapest Evergreen Tariff; and
  - (ix) the Exact Tariff Name of the Domestic Customer's Alternative Cheapest Tariff and the Domestic Customer's Estimated Annual Savings based on the premise that the Domestic Customer is now subject to the Relevant Cheapest Evergreen Tariff; and
- (d) contains a separate part which provides the following information in a form which is easily comparable and clearly illustrates the main differences in the Principal Terms:

- (i) the Principal Terms that currently apply to the Domestic Customer;
  - (ii) the Principal Terms that would apply if the Domestic Customer becomes subject to the Relevant Cheapest Evergreen Tariff by virtue of paragraph 22C.7; and,
  - (iii) where a Notice is also being provided to the Domestic Customer pursuant to SLC 22C.5(a) below, the Principal Terms that would apply if the Domestic Customer agrees a further fixed term period for an existing Fixed Term Supply Contract;
- (e) contains a separate part which, in accordance with paragraph 31E.8 of standard condition 31E (Provision of Tariff Information Label and Estimated Annual Costs at the same time as Principal Terms), contains the Tariff Information Label for each set of Principal Terms provided pursuant to sub-paragraph 22C.3(d); and
- (f) contains a separate part which, in accordance with paragraph 31E.8 of standard condition 31E (Provision of Tariff Information Label and Estimated Annual Costs at the same time as Principal Terms), contains the Domestic Customer's Estimated Annual Costs for each set of Principal Terms provided pursuant to sub-paragraphs 22C.3(d)(i) and (iii) (but not the Domestic Customer's Estimated Annual Costs for the set of Principal Terms provided pursuant to sub-paragraph 22C.3(d)(ii), which must already be provided in accordance with sub-paragraph 22C.3(c)(vii)).

22C.4 The licensee must:

- (a) provide a Domestic Customer with a copy of the SLC 22C Statement of Renewal Terms which complies with paragraph 22C.3 no earlier than 49 days and no later than 42 days before the fixed term period of their Fixed Term Supply Contract is due to end; and
- (b) with the exception of the Notice described in paragraph 22C.5, ensure that the SLC 22C Statement of Renewal Terms is separate from any other document (including, but not limited to, a Bill, statement of account, Annual Statement or marketing material) and is provided to the Domestic Customer separately from any other document (including, but not limited to, a Bill, statement of account, Annual Statement or marketing material).

22C.5 In relation to any Fixed Term Supply Contract, the licensee may only extend the duration of that Contract for a further fixed term period (with or without any changes to other terms and conditions, including the Charges for the Supply of Electricity) if:

- (a) no earlier than 49 days and no later than 42 days before the fixed term period of an existing Fixed Term Supply Contract is due to end, the licensee has given the Domestic Customer a copy of the SLC 22C Statement of Renewal Terms which complies with paragraph 22C.3 and which incorporates a Notice which:
  - (i) with the exception of the SLC 22C Statement of Renewal Terms, is not to be provided in conjunction with, or contain, any other information, including (but not limited to) a Bill, statement of account or marketing material;
  - (ii) informs the Domestic Customer that the licensee is seeking the Domestic Customer's express agreement in Writing to a further fixed

term period with or without proposed changes to other terms and conditions (including the Charges for the Supply of Electricity);

- (iii) informs the Domestic Customer of the duration of the proposed further fixed term period and the nature, purpose and effect of any proposed changes to other terms and conditions (including the Charges for the Supply of Electricity);
  - (iv) informs the Domestic Customer they are under no obligation to agree to the proposed further fixed term period or any proposed changes to other terms and conditions (including the Charges for the Supply of Electricity); and
  - (v) without prejudice to SLC 22 Supplier and Customer Information and the SLC 22C Statement of Renewal Terms, does not include any other information.
- (b) the Domestic Customer has expressly agreed in Writing to the proposed further fixed term period and, where applicable, any proposed changes to other terms and conditions (including the Charges for the Supply of Electricity) in response to the Notice given by the licensee in accordance with sub-paragraph 22C.5(a);
  - (c) the duration of the further fixed term period is no longer than the duration of the fixed term period that currently applies to the existing Fixed Term Supply Contract; and
  - (d) by virtue of the extended duration of the further fixed term period and any changes to other terms and conditions (including the Charges for the Supply of Electricity), the Fixed Term Supply Contract becomes identical to a Tariff which is a Live Fixed Term Tariff.

#### **Prohibition on termination fees for non compliance**

22C.6 Where the licensee fails to comply with paragraphs 22C.2 to 22C.5 and extends the duration of an existing Fixed Term Supply Contract for a further fixed term period, the licensee may not charge or otherwise seek to enforce a Termination Fee in respect of that Domestic Supply Contract.

#### **Continued supply after a fixed term period ends**

22C.7 Where a Domestic Customer does not change supplier or does not expressly agree a new Evergreen Supply Contract, a new Fixed Term Supply Contract or a further fixed term period for a Fixed Term Supply Contract by the date the fixed term period of an existing Fixed Term Supply Contract is due to end, the licensee must ensure that the terms of the Fixed Term Supply Contract provide that the Domestic Customer will become subject to the Relevant Cheapest Evergreen Tariff.

22C.8 Without prejudice to paragraph 22C.2 of this condition and paragraph 24.9 of standard condition 24, if at the end of any fixed term period the licensee continues to supply a Domestic Customer, it must do so on the basis of:

- (a) the Relevant Cheapest Evergreen Tariff which is provided for by the terms of the Fixed Term Supply Contract in accordance with paragraph 22C.7;
- (b) a new Evergreen Supply Contract which has been entered into with the express agreement of the Domestic Customer;

- (c) a new Fixed Term Supply Contract which has been entered into with the express agreement of the Domestic Customer and which complies with standard condition 22C; or
- (d) a further fixed term period in relation to an existing Fixed Term Supply Contract in circumstances where that Fixed Term Supply Contract and that further fixed term period complies with standard condition 22C.

**Prohibition on increasing the Charges for the Supply of Electricity and other adverse unilateral variations**

22C.9 Without prejudice to paragraph 22C.5, in relation to any Fixed Term Supply Contract, the licensee must not:

- (a) increase the Charges for the Supply of Electricity (including, but not limited to, by making any reduction in the amount of a Discount that is directly applied to a Unit Rate or Standing Charge); or
- (b) unilaterally vary any other terms and conditions in any way which is to the disadvantage of a Domestic Customer.

**Exception to compliance with condition**

22C.10 The licensee is not required to comply with standard condition 22C to such extent and subject to such conditions as the Authority may from time to time direct.

22C.11 In respect of an increase in Charges for the Supply of Electricity, the licensee is not required to comply with paragraph 22C.9 if:

- (a) all of the following requirements are satisfied:
  - (i) the Domestic Supply Contract provides that variations to the Charges for the Supply of Electricity will occur automatically only in a manner which is fully linked to fluctuations in a published and transparent stock exchange quotation or index or a financial market rate that the licensee does not control; and
  - (ii) the licensee has complied with paragraph 23.1 of standard condition 23; and
  - (iii) the method by which the Charges for the Supply of Electricity fluctuate automatically is set out in the Domestic Supply Contract in a prominent position in plain and intelligible language; or
- (b) all of the following requirements are satisfied:
  - (i) the Domestic 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; and
  - (ii) the licensee has complied with paragraph 23.1 of standard condition 23; and
  - (iii) the precise variations to the Charges for the Supply of Electricity are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language.

22C.11A The licensee is not required to comply with paragraph 22C.9 in respect of an increase or variation of the Charges for the Supply of Electricity or any other charge or fee ('Relevant Charge') where all of the following circumstances apply:

- (a) the Relevant Charge is subject to value added tax;
- (b) there has been a change in the rate of value added tax that is chargeable in respect of the Relevant Charge; and
- (c) the licensee varies the amount of the Relevant Charge only in order to fully reflect the rate of value added tax that is chargeable in respect of that Relevant Charge.

22C.11B Paragraph 22C.9 does not apply where all of the following requirements are satisfied:

- (a) the licensee is only increasing the Charges for the Supply of Electricity and/or unilaterally varying any other terms and conditions in any way which is to the disadvantage of a Domestic Customer in order to move a Domestic Customer from one payment method to another ('the power to change payment methods');
- (b) the power to change payment methods is only exercised on the grounds that the Domestic Customer has Outstanding Charges and/or has failed to comply with terms and conditions relating to a payment method;
- (c) the power to change payment methods and the precise circumstances when that power will be exercised are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language; and
- (d) the licensee has complied with paragraph 23.1 of standard condition 23.

#### **Guidance**

22C.12 The licensee must have regard to any guidance on Relevant Matters for SLC 22C 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 Fixed Term Supply Contracts**

22C.13 The licensee must ensure that the terms and conditions of each Fixed Term Supply Contract comply with the provisions of standard condition 22C ~~(including, where applicable, provisions inserted in standard condition 22C by virtue of standard condition 22CA (transitional provisions for standard condition 22C covering end of fixed term notices and rollovers))~~.

22C.13A The licensee must ensure that each Fixed Term Supply Contract contains terms and conditions which reflect the effect of:

- (a) paragraph 22C.2;
- (b) sub-paragraph 22C.4(a);
- (c) paragraph 22C.5 (excluding sub-paragraphs 22C.5(a)(i), 22C.5(a)(v), and 22C.5(d));
- (d) paragraph 22C.6;

- (e) paragraph 22C.7;
- (f) paragraph 22C.9;
- (g) any other requirement of standard condition 22C ~~(including, where applicable, provisions inserted in standard condition 22C by virtue of standard condition 22CA (transitional provisions for standard condition 22C covering end of fixed term notices and rollovers))~~ 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
- (h) any provisions of standard condition 22C specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

22C.14 The licensee must not enforce or take advantage of any term of a Fixed Term Supply Contract if:

- (a) the inclusion of that term is incompatible with standard condition 22C ~~(including, where applicable, provisions inserted in standard condition 22C by virtue of standard condition 22CA (transitional provisions for standard condition 22C covering end of fixed term notices and rollovers))~~; or
- (b) the enforcement or the taking advantage of that term would be so incompatible.

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

22C.15 Without prejudice to paragraphs 22C.2 and 22C.5, where, in accordance with subparagraph 22C.11(b), 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 22C.3 to 22C.5, 22C.7 and 22C.8 of standard condition 22C are to be read as a reference to the last fixed term period that applies to the Fixed Term Supply Contract.

**Definitions for condition**

22C.16 In this condition:

**“Relevant Matters for SLC 22C”** means:

- (a) the format and/or display of any information which must be included in an SLC 22C Statement of Renewal Terms and the Notice referred to in subparagraph 22C.5(a); and
- (b) the interpretation of standard condition 22C (including in respect of definitions which appear in standard condition 1).

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

- (a) the SLC 22C Supplier and Customer Information;
- (b) the Notice referred to in sub-paragraph 22C.5(a);
- (c) ~~(not used) the information required by sub-paragraph 31C.5(e) of standard condition 31C (Tariff Comparison Rate); and~~
- (d) the information required by standard condition 31E.

**"SLC 22C 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 SLC 22C Statement of Renewal Terms and the Notice referred to in sub-paragraph 22C.5(a).

## ~~Condition 22CA. Transitional provisions for standard condition 22C covering end of fixed term notices and rollovers~~

~~22CA.1 Until 49 days after the Specified Date paragraph 22C.3 of standard condition 22C is replaced with:~~

~~22C.3 Where paragraph 22C.3A applies, the licensee must:~~

- ~~(a) take all reasonable steps to provide the Domestic Customer with a Notice in advance of the date the fixed term period of their Fixed Term Supply Contract is due to end;~~
- ~~(b) where, after taking all reasonable steps, it is not possible to comply with sub-paragraph 22C.3(a), the licensee must provide the Domestic Customer with a Notice within five Working Days after (but not including) the date the fixed term period of the Fixed Term Supply Contract is due to end;~~
- ~~(c) ensure that the Notice provided pursuant sub-paragraph 22C.3(a) informs the Domestic Customer that the fixed term period is due to end and what will happen if they do not change supplier, expressly agree a new Domestic Supply Contract or a further fixed term period for a Fixed Term Supply Contract; and~~
- ~~(d) ensure that the Notice provided pursuant sub-paragraph 22C.3(b) informs the Domestic Customer that the fixed term period has ended and that the Domestic Customer has become subject to an Evergreen Supply Contract.~~

~~22C.3A This paragraph applies where a fixed term period of a Fixed Term Supply Contract is due to end on a date which occurs during the period which:~~

- ~~(a) starts on the date paragraph 22C.2 of standard condition 22C comes into effect; and~~
- ~~(b) ends on a date which is 59 days after the date paragraph 22C.2 of standard condition 22C comes into effect.~~

~~22CA.2 Until 49 days after the Specified Date, paragraph 22C.4 of standard condition 22C is replaced with:~~

~~22C.4 Where paragraph 22C.4A applies, the licensee must:~~

- ~~(a) provide the Domestic Customer with a Notice on a date which is no earlier than 49 days and no later than 42 days before the fixed term period of their Fixed Term Supply Contract is due to end; and~~
- ~~(b) ensure that the Notice provided pursuant sub-paragraph 22C.4(a) informs the Domestic Customer that the fixed term period is due to end and what will happen if they do not change supplier, expressly agree a new Domestic Supply Contract or a further fixed term period for a Fixed Term Supply Contract.~~

~~22C.4A This paragraph applies where a fixed term period of a Fixed Term Supply Contract is due to end on a date which occurs after the end of the period set out in 22C.3A(a) and (b):~~

~~22CA.3 Until 49 days after the Specified Date, paragraph 22C.5 of standard condition is replaced with:~~

~~22C.5 In relation to any Fixed Term Supply Contract, the licensee may only extend the duration of that Contract for a further fixed term period (with or without any changes to other terms and conditions, including the Charges for the Supply of Electricity) if:~~

- ~~(a) the licensee has complied with:
  - ~~(i) sub-paragraphs 22C.3(a) and 22C.3(c) (as inserted by virtue of paragraph 22CA.1); or~~
  - ~~(ii) paragraph 22C.4 (as inserted by virtue of paragraph 22CA.2);~~~~
- ~~(b) the Domestic Customer has expressly agreed in Writing to the proposed further fixed term period and, where applicable, any proposed changes to other terms and conditions (including the Charges for the Supply of Electricity) in response to the Notice given by the licensee in accordance with:
  - ~~(i) sub-paragraphs 22C.3(a) and 22C.3(c) (as inserted by virtue of paragraph 22CA.1); or~~
  - ~~(ii) paragraph 22C.4 (as inserted by virtue of paragraph 22CA.2);~~~~
- ~~(c) the duration of the further fixed term period is no longer than the duration of the fixed term period that currently applies to the existing Fixed Term Supply Contract; and~~



~~(d) by virtue of the extended duration of the further fixed term period and any changes to other terms and conditions (including the Charges for the Supply of Electricity), the Fixed Term Supply Contract becomes identical to a Tariff which is a Live Fixed Term Tariff.~~

~~22CA.4 Until the Specified Date the references to "Relevant Cheapest Evergreen Tariff" in standard condition 22C are to be read as "Evergreen Supply Contract".~~

~~**Definitions for condition**~~

~~22CA.5 In this condition, "Specified Date" means on and from 31 March 2014.~~

~~**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); 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.~~

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### ~~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
- (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 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 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 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, 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 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, 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) ~~(not used) 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) ~~(not used) 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) ~~(not used) 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 standard condition 22A.

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 Standing Charges 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 ~~(Not used) In respect of a Bespoke Heating System Arrangement, the licensee is not required to comply with:~~
- ~~(a) (not used);~~
  - ~~(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.)
- 22F.5 (Not used.)
- 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) (Not used.);
- (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 (Not used.) 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 (Not used.) 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 23. Notification of Domestic Supply Contract terms**

### **Notification of Principal Terms**

23.1 Before it enters into a Domestic Supply Contract with a Domestic Customer, (or, where applicable, before any mutual variation of a Domestic Supply Contract is agreed with a Domestic Customer pursuant to standard condition 23A), the licensee must take (and ensure that any Representative takes) all reasonable steps to communicate the Principal Terms of the Domestic Supply Contract (which in the case of a mutual variation must cover the Principal Terms that will apply as a result of that variation and any Principal Terms of the current Domestic Supply Contract that are not affected by the mutual variation) to that Domestic Customer and ensure that the Principal Terms are communicated (or, where they are provided in Writing, drafted) in plain and intelligible language.

### **Notification before Domestic Supply Contract ends**

23.2 No earlier than 49 days and no later than 42 days before a Domestic Supply Contract is due to end (including in circumstances where the Domestic Supply Contract is being terminated by the licensee), the licensee must inform the Domestic Customer (who is party to that contract) in Writing of the Principal Terms of the Deemed Contract that will apply after the Domestic Supply Contract ends if he does not enter into a new Domestic Supply Contract.

23.2A Paragraph 23.2 does not apply:

- (a) in any circumstances whereby a Domestic Customer becomes subject to the Relevant Cheapest Evergreen Tariff in accordance with standard condition 22C; and
- (b) in any circumstances where standard condition 22D applies.

### **Notification of increase in Charges for the Supply of Electricity and other unilateral variations**

23.3 If, in accordance with the terms of a Domestic Supply Contract with a Domestic Customer, the licensee:



- (a) increases the Charges for the Supply of Electricity to a Domestic Premises (including by making any reduction in the amount of a Discount that is applied to a Unit Rate or Standing Charge); or
- (b) unilaterally varies any other term of the contract in any other way that is to the disadvantage of the Domestic Customer ("Disadvantageous Unilateral Variation"),

the licensee must give Notice of that increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation to the Domestic Customer in accordance with paragraph 23.4.

23.3A Paragraph 23.3(a) does not apply where the licensee increases the Charges for the Supply of Electricity to a Domestic Premises (including by making any reduction in the amount of a Discount that is applied to a Unit Rate or Standing Charge) by:

- (a) a mutual variation made pursuant to standard condition 23A;
- (b) a unilateral variation made pursuant to standard condition 22D; or
- (c) any circumstances whereby a Domestic Customer becomes subject to the Relevant Cheapest Evergreen Tariff or the duration of a Fixed Term Supply Contract is extended for a further fixed term period in accordance with standard condition 22C.

23.3B Paragraph 23.3(b) does not apply:

- (a) in any circumstances whereby a Domestic Customer becomes subject to the Relevant Cheapest Evergreen Tariff or the duration of a Fixed Term Supply Contract is extended for a further fixed term period in accordance with standard condition 22C; or
- (b) where the licensee is making a Disadvantageous Unilateral Variation by a unilateral variation made pursuant to standard condition 22D.

23.4 Subject to paragraphs 23.11 and 23.12, the Notice referred to in paragraph 23.3 must:

- (a) must be given at least 30 days in advance of the date on which increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation has effect;
- (b) without prejudice to a Gas SLC 23 Notice, must not be provided in conjunction with any other information, including (but not limited to) a Bill, statement of account, Annual Statement or marketing material;
- (c) without prejudice to the SLC 23 Exempt Information, and subject to paragraph 23.4A, must only include the information mentioned in subparagraphs 23.4(d) to 23.4(y);
- (d) must contain a title which clearly highlights that the Notice relates to an increase in Charges for the Supply of Electricity and/or Disadvantageous Unilateral Variation;
- (e) must inform the Domestic Customer of each specific:

- (i) increase in the Charges for the Supply of Electricity (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) which applies to each particular Domestic Customer; and/or
  - (ii) Disadvantageous Unilateral Variation which applies to each particular Domestic Customer;
- (f) where the licensee is increasing the Charges for the Supply of Electricity (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 a comparison of their current Charges for the Supply of Electricity and the new Charges for the Supply of Electricity;
- (g) where the licensee is increasing the Charges for the Supply of Electricity 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:
  - (i) their Estimated Annual Costs using their current Charges for the Supply of Electricity;
  - (ii) their Estimated Annual Costs using the new Charges for the Supply of Electricity; and
  - (iii) the amount in pounds sterling of the difference between (i) and (ii);
- (h) where the licensee is making a Disadvantageous Unilateral Variation, must provide the Domestic Customer with a comparison of the term that currently applies and the new term;
  - (i) must inform the Domestic Customer of the date the increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation has effect;
- (j) must inform the Domestic Customer of the main reasons for the increase in the Charges for the Supply of Electricity and/or the Disadvantageous Unilateral Variation;
- (k) must include the following statement, presented in a manner which is readily distinguishable from the other text presented in the SLC 23 Notice: "Remember – it might be worth thinking about switching your tariff or supplier";
- (l) must inform the Domestic Customer that he may end the Domestic Supply Contract if the increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation is unacceptable to him by changing his Electricity Supplier or entering into a new contract with his Electricity Supplier;
- (m) must inform the Domestic Customer where he may obtain impartial advice and information about changing his Electricity Supplier ;
- (n) must inform the Domestic Customer that where he has any Outstanding Charges, his Electricity Supplier may be able to prevent a Proposed Supply Transfer; and

- (o) must explain the effect of paragraph 23.6 in terms of how the Domestic Customer may be able to take steps to avoid the increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation (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);
- (p) where the Domestic Supply Contract provides for a Termination Fee, must explain the effect of sub-paragraph 24.3(c) of standard condition 24;
- (q) 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 actual or estimated (as applicable) annual consumption;
- (r) must inform the Domestic Customer of the following information:
  - (i) the Exact Tariff Name for the Tariff that applies to the Domestic Customer; and
  - (ii) the Exact Payment Method that applies to the Domestic Customer;
- (s) in close proximity to the information required by sub-paragraph 23.4(f) and 23.4(h), 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;
- (t) in close proximity to the information required by sub-paragraph 23.4(g) and sub-paragraph 23.4(u)(i), 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 Notice may also include a brief statement to the effect that a Warm Home Discount is not included);
- (u) subject to paragraphs 31E.1 to 31E.4 of standard condition 31E (Additional Rules for Relevant Cheapest Tariff and Alternative Cheapest Tariff information), must inform the Domestic Customer of:
  - (i) their Estimated Annual Costs (unless their Estimated Annual Costs is already being provided pursuant to sub-paragraph 23.4(g));
  - (ii) the Exact Tariff Name of their Relevant Cheapest Tariff and their Estimated Annual Savings; and
  - (iii) the Exact Tariff Name of their Alternative Cheapest Tariff and their Estimated Annual Savings; and
- (v) ~~(not used) must inform the Domestic Customer of their Tariff Comparison Rate;~~
- (w) may inform the Domestic Customer where he may obtain impartial advice and information on energy efficiency;
- (x) may include a website URL for the Concise Guidance and Energy Consumer Guidance, and, if they do so, must also include a statement to the effect that a hard copy of each can be provided to the Domestic Customer on request; and

- (y) must include (as part of the SLC 23 Notice or as a separate document) any Energy Literacy Information specified in directions which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

### **Dual Fuel Accounts**

23.4A Where the Domestic Customer is subject to a Dual Fuel Account, the licensee must ensure that a Combined SLC 23 Notice is given to the Domestic Customer.

### **Charges to be displayed inclusive of value added tax**

23.4B Where, as part of a SLC 23 Notice or a Combined SLC 23 Notice, the licensee displays the Charges for the Supply of Electricity or any other charges, those charges must be displayed inclusive of value added tax at the applicable rate.

23.5 The licensee must display the information required in sub-paragraphs 23.4 (d), (f), (g), (h), (i), (k), (q) and (r) in a prominent manner on the SLC 23 Notice.

23.5A Subject to paragraph 23.5B, the licensee must present the SLC 23 Supplier and Customer Information and information required in sub-paragraphs 23.4 (d), (e), (f), (g), (i),(k) and (u) on the front page of the SLC 23 Notice.

23.5B Paragraph 23.5A does not apply to sub-paragraphs 23.4 (f), (g) and (q) in circumstances where:

- (a) the Tariff is a Time of Use Tariff; and
- (b) by virtue of the number of time periods that apply to the Time of Use Rates, the licensee would not be able to present the other information referred to in paragraph 5A on the front page of the SLC 23 Notice without compromising its ability to comply with paragraph 23.5.

23.6 The licensee must treat the increase in the Charges for the Supply of Electricity and/or the Disadvantageous Unilateral Variation as ineffective and neither enforce nor take advantage of it where –

- (a) no later than 20 Working Days after (but not including) the date on which the increase in the Charges for the Supply of Electricity and/or Disadvantageous Unilateral Variation has effect, 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 after the date on which that Notice has been given; 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 23.6(a) is given; or
- (c) where:
  - (i) the conditions in sub-paragraphs 23.6(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; or
- (d) where the Domestic Customer enters into a new Domestic Supply Contract with the licensee which comes into effect no later than 20 Working Days after (but not including) the date on which the increase in the Charges for the Supply of Electricity and/or Disadvantageous Unilateral Variation has effect.

**Exceptions to compliance with condition**

23.7 The licensee is not required to comply with paragraph 23.3 to such extent as the Authority may direct.

23.8 In respect of an increase in Charges for the Supply of Electricity, the licensee is not required to comply with paragraph 23.3 if:

- (a) all of the following requirements are satisfied:
  - (i) the Domestic Supply Contract is a Fixed Term Supply Contract; and
  - (ii) the Domestic Supply Contract provides that variations to the Charges for the Supply of Electricity will occur automatically only in a manner which is fully linked to fluctuations in a published and transparent stock exchange quotation or index or a financial market rate that the licensee does not control; and
  - (iii) the licensee has complied with paragraph 23.1; and
  - (iv) the method by which the Charges for the Supply of Electricity fluctuate automatically is set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language; or
- (b) all of the following requirements are satisfied:
  - (i) the Domestic Supply Contract is a Fixed Term Supply Contract; and
  - (ii) the Domestic 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; and
  - (iii) the licensee has complied with paragraph 23.1; and
  - (iv) the precise variations to the Charges for the Supply of Electricity are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language.

23.8A The licensee is not required to comply with paragraph 23.3 if all of the following requirements are satisfied:

- (a) the licensee is only increasing the Charges for the Supply of Electricity and/or making Disadvantageous Unilateral Variations in order to move a Domestic Customer from one payment method to another ('the power to change payment methods');

- (b) the power to change payment methods is only exercised on the grounds that the Domestic Customer has Outstanding Charges and/or has failed to comply with terms and conditions relating to a payment method;
- (c) the power to change payment methods and the precise circumstances when that power will be exercised are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language;
- (d) the Domestic Supply Contract sets out, in a prominent position and in plain and intelligible language, the precise variations to the Charges for the Supply of Electricity and other terms and conditions which would occur as a result of the licensee exercising the power to change payment methods; and
- (e) the licensee has complied with paragraph 23.1; and
- (f) Before the licensee exercises the power to change payment methods it must provide the Domestic Customer with a Notice containing the following information at least 7 Working Days in advance of the date the change to the Domestic Customer's payment method is scheduled to take effect:
  - (i) details of the specific:
    - (1) increase in the Charges for the Supply of Electricity (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) which applies to each particular Domestic Customer; and/or
    - (2) Disadvantageous Unilateral Variation which applies to each particular Domestic Customer;
  - (ii) the date the increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation has effect; and
  - (iii) the main reasons for the increase in the Charges for the Supply of Electricity and/or the Disadvantageous Unilateral Variation.

23.8B Where the licensee has satisfied the requirements of sub-paragraphs 23.8A (a), (b) and (c) (but not the other requirements of paragraph 23.8A), the reference to "30 days" in sub-paragraph 23.4(a) is to be read as a reference to "7 Working Days".

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

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

23.9A The licensee must ensure that the terms and conditions of each Domestic Supply Contract contains terms and conditions which reflect the effect of:

- (a) paragraph 23.3;
- (b) sub-paragraph 23.4(a);
- (c) sub-paragraph 23.4(e);
- (d) sub-paragraph 23.4(l);
- (e) paragraph 23.6;

- (f) any other requirement of standard condition 23 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
- (g) any provisions of standard condition 23 specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

23.10 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 23; or
- (b) the enforcement or the taking advantage of that term would be so incompatible.

#### **Prescriptive format requirements**

23.11 The licensee must comply with sub-paragraphs 23.4(f) and 23.4(g) in accordance with the requirements of Schedules 1, 2, 3 and to standard condition 23.

#### **Guidance**

23.12 The licensee must have regard to any guidance on Relevant Matters for SLC 23 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**

23.13 In this condition:

**"Combined SLC 23 Notice"** means a Notice which contains the information required by both:

- (a) paragraphs 23.3, 4, 5 and 5A of this condition; and
- (b) paragraphs 23.3, 4, 5 and 5A of standard condition 23 of the Gas Supply Licence.

**"Concise Guidance"** is to be interpreted in accordance with standard condition 31.

**"Energy Consumer Guidance"** is to be interpreted in accordance with standard condition 31.

**"Energy Literacy Information"** means any information designed to assist Domestic Customers with their understanding of the gas and electricity sectors, displayed in a format and manner as may be specified by the Authority.

**"SLC 23 Exempt Information"** means:

- (a) SLC 23 Supplier and Customer Information;
- (b) ~~(not used) 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.

**"Relevant Matters for SLC 23"** means:

- (a) the format and/or display of any information which must be included in a SLC 23 Notice;
- (b) the methodology by which any calculations in relation to any information which must be included in a SLC 23 Notice must be carried out by the licensee (including, but not limited to, any calculations relating to the electricity consumption of a Domestic Customer and the monthly and annual costs of a Domestic Customer); and
- (c) the interpretation of standard condition 23 (including in respect of definitions which appear in standard condition 1).

**"Gas SLC 23 Notice"** means a Notice referred to in paragraphs 23.3 and 23.4 of standard condition 23 of the Gas Supply Licence.

**"SLC 23 Notice"** means a Notice referred to in paragraphs 23.3 and 23.4 of this condition.

**"SLC 23 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 Domestic Customer; and
- (d) the date of the SLC 23 Notice.



**Schedule 1 to standard condition 23: increased prices for single fuel - including Time of Use Rates**

**Part 1**

- S1.1 This paragraph applies to any Tariff, including a Tariff which has Time of Use Rates, except where paragraph S2.1 of Schedule 2 applies in respect of Dual Fuel Accounts.
- S1.2 Where paragraph S1.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 23.4(f) of standard condition 23 is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 1 to standard condition 23, contains all of the information that appears in that template picture:

		Current prices until [Entry 1]	New prices from [Entry 2]
<b>Electricity</b>	Standing Charge (per day)	[Entry 3]p	[Entry 4]p
	[Entry 5] (per kWh)	[Entry 6]p	[Entry 7]p
[Entry 8]			

**Part 2**

- S1.3 In respect of each Tariff to which paragraph S1.1 applies, the licensee must ensure that the contents of the template picture shown in paragraph S1.2 are populated in accordance with paragraphs S1.4 to S1.11.
- S1.4 The licensee must replace “[Entry 1]” with text setting out the date (in the format of day, month, year) immediately before the date its new Standing Charge and/or Unit Rate(s) has effect.
- S1.5 The licensee must replace “[Entry 2]” with text setting out the date (in the format of day, month, year) on which its new Standing Charge and/or Unit Rate(s) has effect.
- S1.6 The licensee must replace “[Entry 3]” with text setting out the amount of the Standing Charge (in pence) which applied to the Tariff immediately before the date its new Standing Charge and/or Unit Rate(s) has effect.
- S1.7 The licensee must replace “[Entry 4]” with text setting out the amount of the Standing Charge (in pence) which applies to the Tariff on the date its new Standing Charge and/or Unit Rate(s) has effect.
- S1.8 Where the Tariff does not have Time of Use Rates, the licensee must replace “[Entry 5]” with the exact text “Unit Rate”. Where the Tariff has Time of Use Rates, the licensee must replace “[Entry 5]” with the exact text “Unit Rate” followed by text setting out the first Time Period which applies to the Tariff.
- S1.9 Where the Tariff does not have Time of Use Rates, the licensee must replace “[Entry 6]” with text setting out the amount of the Unit Rate (in pence) which applied to the Tariff immediately before the date on which its new Standing Charge and/or Unit Rate(s) has effect. Where the Tariff has Time of Use Rates, the licensee must replace “[Entry 6]” with text setting out the amount of the Unit Rate (in pence) which applied to the Tariff in respect of the first Time Period immediately before the date on which its new Standing Charge and/or Unit Rate(s) has effect.
- S1.10 Where the electricity Tariff does not have Time of Use Rates, the licensee must replace “[Entry 7]” with text setting out the amount of the Unit Rate (in pence) which applies to the Tariff on the date its new Standing Charge and/or Unit Rate(s) has effect.

Where the Tariff has Time of Use Rates, the licensee must replace “[Entry 7]” with text setting out the amount of the Unit Rate (in pence) which applies to the Tariff in respect of the first Time Period on the date its new Standing Charge and/or Unit Rate(s) has effect.

S1.11 Where the Tariff has Time of Use Rates, the licensee must:

- (a) add one additional row to the template shown in paragraph S1.2 (in the position immediately below the row containing “[Entry 7]”, with text replicating the row containing “[Entry 7]”) for each additional Unit Rate which applies to the Tariff;
- (b) populate “[Entry 5]”, “[Entry 6]” and “[Entry 7]” in each new row which is inserted in accordance with sub-paragraph S1.11(a) in respect of each Unit Rate which applies to each additional Time Period; and
- (c) when populating “[Entry 5]”, “[Entry 6]” and “[Entry 7]” for each additional row which is inserted in accordance with sub-paragraph S1.11(b), comply with the requirements of paragraphs S1.8 to S1.10 in respect of each additional row by reading those requirements as if the words “the first” are replaced with a sequential numerical reference to each additional Time Period which applies.

S1.12 The licensee must replace “[Entry 8]” with text setting out 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.

**Schedule 2 to standard condition 23: increased prices for Dual Fuel Account, including Time of Use Rates**

**Part 1**

S2.1 This paragraph applies to any Tariff which relates to a Dual Fuel Account, including a Tariff which has Time of Use Rates for both gas and electricity or for just gas or electricity.

S2.2 Where paragraph S2.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 23.4(f) of standard condition 23 is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 4 to standard condition 23 of both the Gas Supply Licence and the Electricity Supply Licence, contains all of the information that appears in that template picture:

		Current prices until [Entry 1]	New prices from [Entry 2]
<b>Electricity</b>	Standing Charge (per day)	[Entry 3]p	[Entry 4]p
	[Entry 5] (per kWh)	[Entry 6]p	[Entry 7]p
<b>Gas</b>	Standing Charge (per day)	[Entry 8]p	[Entry 9]p
	[Entry 10] (per kWh)	[Entry 11]p	[Entry 12]p
<i>[Entry 13]</i>			

**Part 2**

S2.3 In respect of each Tariff to which paragraph S2.1 applies, the licensee must ensure that the contents of the template picture shown in paragraph S2.2 are populated in accordance with paragraphs S2.4 to S2.18.

S2.4 The licensee must replace "[Entry 1]" with text setting out the date (in the format of day, month, year) immediately before the date its new Standing Charge(s) and/or Unit Rate(s) has effect.

S2.5 The licensee must replace "[Entry 2]" with text setting out the date (in the format of day, month, year) on which its new Standing Charge(s) and/or Unit Rate(s) has effect.

## **Electricity**

S2.6 The licensee must replace "[Entry 3]" with text setting out the amount of the Standing Charge (in pence) which applied to the electricity Tariff immediately before the date its new Standing Charge(s) and/or Unit Rate(s) has effect.

S2.7 The licensee must replace "[Entry 4]" with text setting out the amount of the Standing Charge (in pence) which applies to the electricity Tariff on the date its new Standing Charge(s) and/or Unit Rate(s) has effect.

S2.8 Where the electricity Tariff does not have Time of Use Rates, the licensee must replace "[Entry 5]" with the exact text "Unit Rate". Where the electricity Tariff has Time of Use Rates, the licensee must replace "[Entry 5]" with the exact text "Unit Rate" followed by text setting out the first Time Period which applies to the electricity Tariff.

S2.9 Where the electricity Tariff does not have Time of Use Rates, the licensee must replace "[Entry 6]" with text setting out the amount of the Unit Rate (in pence) which applied to the electricity Tariff immediately before the date on which its new Standing Charge(s) and/or Unit Rate(s) has effect. Where the electricity Tariff has Time of Use Rates, the licensee must replace "[Entry 6]" with text setting out the amount of the Unit Rate (in pence) which applied to the electricity Tariff in respect of the first Time Period immediately before the date on which its new Standing Charge(s) and/or Unit Rate(s) has effect.

S2.10 Where the electricity Tariff does not have Time of Use Rates, the licensee must replace "[Entry 7]" with text setting out the amount of the Unit Rate (in pence) which applies to the electricity Tariff on the date its new Standing Charge(s) and/or Unit Rate(s) has effect. Where the electricity Tariff has Time of Use Rates, the licensee must replace "[Entry 7]" with text setting out the amount of the Unit Rate (in pence) which applies to the electricity Tariff in respect of the first Time Period on the date its new Standing Charge(s) and/or Unit Rate(s) has effect.

S2.11 Where the electricity Tariff has Time of Use Rates, the licensee must:

- (a) add one additional row to the template shown in paragraph S2.2 (in the position immediately below the row containing "[Entry 7]" with text replicating the row containing "[Entry 7]") for each additional Unit Rate which applies to the electricity Tariff;
- (b) populate "[Entry 5]", "[Entry 6]" and "[Entry 7]" in each new row inserted in accordance with sub-paragraph S2.11(a) in respect of each Unit Rate which applies to each additional Time Period; and
- (c) when populating "[Entry 5]", "[Entry 6]" and "[Entry 7]" for each additional row in accordance with sub-paragraph S2.11(b), comply with the requirements of

paragraphs S2.8 to S2.10 in respect of each additional row inserted by reading those requirements as if the words "the first" are replaced with a sequential numerical reference to each additional Time Period which applies.

## **Gas**

S2.12 The licensee must replace "[Entry 8]" with text setting out the amount of the Standing Charge which applied to the gas Tariff immediately before the date its new Standing Charge(s) and/or Unit Rate(s) has effect.

S2.13 The licensee must replace "[Entry 9]" with text setting out the amount of the Standing Charge (in pence) which applies to the gas Tariff on the date its new Standing Charge(s) and/or Unit Rate(s) has effect.

S2.14 Where the gas Tariff has Time of Use Rates, the licensee must replace "[Entry 10]" with the exact text "Unit Rate" followed by text (setting out the first each Time Period which applies to the gas Tariff. Where the gas Tariff does not have Time of Use Rates, the licensee must replace "[Entry 10]" with the exact text "Unit Rate".

S2.15 Where the gas Tariff does not have Time of Use Rates, the licensee must replace "[Entry 11]" with text setting out the amount of the Unit Rate (in pence) which applied to the gas Tariff immediately before the date on which its new Standing Charge(s) and/or Unit Rate(s) has effect. Where the gas Tariff has Time of Use Rates, the licensee must replace "[Entry 11]" with text setting out the amount of the Unit Rate (in pence) which applied to the gas Tariff in respect of the first Time Period immediately before the date on which its new Standing Charge(s) and/or Unit Rate(s) has effect.

S2.16 Where the gas Tariff does not have Time of Use Rates, the licensee must replace "[Entry 12]" with text setting out the amount of the Unit Rate (in pence) which applies to the gas Tariff on the date its new Standing Charge(s) and/or Unit Rate(s) has effect.

Where the gas Tariff has Time of Use Rates, the licensee must replace "[Entry 12]" with text setting out the amount of the Unit Rate (in pence) which applies to the gas Tariff in respect of the first Time Period on the date its new Standing Charge(s) and/or Unit Rate(s) has effect.

S2.17 Where the gas Tariff has Time of Use Rates, the licensee must:

- (a) add one additional row to the template shown in paragraph S2.2 (in the position immediately below the row containing "[Entry 12]" with text replicating the row containing "[Entry 12]") for each additional Unit Rate which applies to the gas Tariff;
- (b) populate "[Entry 10]", "[Entry 11]" and "[Entry 12]" in each new row inserted in accordance with sub-paragraph S2.17(a) in respect of each Unit Rate which applies to each additional Time Period; and
- (c) when populating "[Entry 10]", "[Entry 11]" and "[Entry 12]" for each additional row in accordance with sub-paragraph S2.17(b), comply with the requirements of paragraphs S2.14 to S2.16 in respect of each additional row inserted by reading those requirements as if the words "the first" are replaced with a sequential numerical reference to each additional Time Period which applies.

S2.18 The licensee must replace "[Entry 13]" with text setting out 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;

### **Schedule 3 to standard condition 23: Estimated Annual Costs, single fuel**

#### **Part 1**

S3.1 This paragraph applies to any Tariff, except where paragraph S4.1 of Schedule 4 applies.

S3.2 Where paragraph S3.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 23.4(g) of standard condition 23 is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 3, contains all of the information that appears in that template picture:

	Current prices until [Entry 1]	New prices from [Entry 2]	Increase in cost
Your personal projection for the year	£[Entry 3]	£[Entry 4]	£[Entry 5]
[Entry 6]			

#### **Part 2**

S3.3 In respect of each Tariff to which paragraph S3.1 applies, the licensee must ensure that the contents of the template picture shown in paragraph S3.2 are populated in accordance with paragraphs S3.4 to S3.9.

S3.4 The licensee must replace "[Entry 1]" with text setting out the date (in the format of day, month, year) immediately before the date its new Standing Charge and/or Unit Rate has effect.

S3.5 The licensee must replace "[Entry 2]" with text setting out the date (in the format of day, month, year) on which its new Standing Charge and/or Unit Rate has effect.

S3.6 The licensee must replace "[Entry 3]" with text setting out the Estimated Annual Costs which applied to the Domestic Customer immediately before the date its new Standing Charge and/or Unit Rate has effect.

S3.7 The licensee must replace "[Entry 4]" with text setting out the Estimated Annual Costs which apply to the Domestic Customer immediately after the date its new Standing Charge and/or Unit Rate has effect.

S3.8 The licensee must replace "[Entry 5]" with text setting out the amount (in pounds sterling) produced by subtracting the amount set out at "[Entry 3]" from the amount set out at "[Entry 4]".

S3.9 The licensee must replace "[Entry 6]" with text setting out 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).

## Schedule 4 to standard condition 23: Estimated Annual Cost, Dual Fuel Account

### Part 1

S4.1 This paragraph applies to a Dual Fuel Account in respect of any Tariff.

S4.2 Where paragraph S4.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 23.4(g) of standard condition 23 is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 4 to standard condition 23 of both the Gas Supply Licence and the Electricity Supply Licence, contains all of the information that appears in that template picture:

		Current prices until [Entry 1]	New prices from [Entry 2]	Increase in cost
Your personal projection for the year	Electricity	£[Entry 3]	£[Entry 4]	£[Entry 5]
	Gas	£[Entry 6]	£[Entry 7]	£[Entry 8]
[Entry 9]				

### Part 2

S4.3 In respect of each Tariff to which paragraph S4.1 applies, the licensee must ensure that the contents of the template picture shown in paragraph S4.2 are populated in accordance with paragraphs S4.4 to S4.12.

S4.4 The licensee must replace “[Entry 1]” with text setting out the date (in the format of day, month, year) immediately before the date its new Standing Charge and/or Unit Rate(s) has effect.

S4.5 The licensee must replace “[Entry 2]” with text setting out the date (in the format of day, month, year) on which its new Standing Charge and/or Unit Rate(s) has effect.

S4.6 The licensee must replace “[Entry 3]” with text setting out the Estimated Annual Costs in respect of electricity which applied to the Domestic Customer immediately before the date its new Standing Charge and/or Unit Rate(s) has effect.

S4.7 The licensee must replace “[Entry 4]” with text setting out the Estimated Annual Costs in respect of electricity which apply to the Domestic Customer immediately after the date its new Standing Charge and/or Unit Rate(s) has effect.

S4.8 The licensee must replace “[Entry 5]” with text setting out the amount (in pounds sterling) produced by subtracting the amount set out at “[Entry 3]” from the amount set out at “[Entry 4]”.

S4.9 The licensee must replace “[Entry 6]” with text setting out the Estimated Annual Costs in respect of gas which applied to the Domestic Customer immediately before the date its new Standing Charge and/or Unit Rate(s) has effect.

S4.10 The licensee must replace “[Entry 7]” with text setting out the Estimated Annual Costs in respect of gas which apply to the Domestic Customer immediately after the date its new Standing Charge and/or Unit Rate(s) has effect.

S4.11 The licensee must replace “[Entry 8]” with text setting out the amount (in pounds sterling) produced by subtracting the amount set out at “[Entry 6]” from the amount set out at “[Entry 7]”.

S4.12 The licensee must replace “[Entry 9]” with text setting out 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).

## **Condition 25. Informed choices Marketing electricity to Domestic Customers**

25.1 The licensee must ensure that the structure, terms and conditions of its Tariffs are clear and easily comprehensible.

25.2 The licensee must ensure that its Tariffs are easily distinguishable from each other.

25.3 The licensee must ensure that it puts in place information, services and/or tools to enable each Domestic Customer to easily compare and select appropriate Tariffs within its offering, taking into account that Domestic Customer's characteristics and/or preferences.

25.4. The licensee must not, and must ensure that its Representatives do not mislead or otherwise use inappropriate tactics, including high pressure sales techniques, when selling or marketing to Domestic Customers.

25.5 The licensee must only Recommend and must ensure that its Representatives only Recommend, to a Domestic Customer Tariffs which are appropriate to that Domestic Customer's characteristics and/or preferences.

25.6 Where a Domestic Customer to whom the licensee or any Representative has provided information in the course of Face-to-Face Marketing Activities or Telesales Activities enters into a Domestic Supply Contract with the licensee, the licensee must maintain a record of the information which it provided to that Domestic Customer concerning that Domestic Supply Contract in accordance with this licence condition for a period of 2 years.

### **Definitions for condition**

25.7 For the purposes of this condition:

**"Face-to-Face Marketing Activities"** means any activities of the licensee or any Representative, that:

- (a) take place with the simultaneous physical presence of the licensee or any Representative and a Domestic Customer; and
- (b) are directed at or incidental to identifying and communicating with Domestic Customers for the purpose of promoting the licensee's Domestic Supply Contracts to them and includes entering into such contracts with such customers.

**"Recommend"** means communicating (whether in Writing or orally) to a Domestic Customer information about one or more Tariffs in a way which gives, or is likely to give, the Domestic Customer the impression that the particular Tariff(s) is/are suitable for their characteristics and/or preferences.

**"Telesales Activities"** means any activities of the licensee or any Representative that are:

~~(a) conducted by telephone; and~~

~~(b) directed at or incidental to identifying and communicating with Domestic Customers for the purpose of promoting the licensee's Domestic Supply Contracts to them and includes entering into such contracts with such customers.~~

### ~~Objective and obligation to achieve it~~

~~25.1 The objective of this licence condition (the "Objective") is to ensure that:~~

~~(a) all information which the licensee or any Representative provides (whether in Writing, by electronic display or orally) to Domestic Customers in the course of the licensee's Marketing Activities and/or its Telesales Activities is complete and accurate, is capable of being easily understood by Domestic Customers, does not relate to products which are inappropriate to the Domestic Customer to whom it is directed, does not mislead the Domestic Customer to whom it is directed and is otherwise fair both in terms of its content and in terms of how it is presented (with more important information being given appropriate prominence); and~~

~~(b) the licensee's Marketing Activities and Telesales Activities and all contact by the licensee or a Representative with, and the behaviour of the licensee and any Representative towards, a Domestic Customer in the course of the licensee's Marketing Activities and/or Telesales Activities are conducted in a fair, transparent, appropriate and professional manner.~~

~~25.2 The licensee shall take all reasonable steps:~~

~~(a) to secure the achievement of the Objective; and~~

~~(b) to avoid doing anything which jeopardises its ability to achieve the Objective.~~

~~25.3 The steps which the licensee shall take to secure the achievement of the Objective in respect of its Marketing Activities shall include, without limitation, the steps which are detailed at paragraphs 25.5 to 25.16 of this licence condition.~~

~~25.4 The licensee shall:~~

~~(a) subject to sub-paragraph 25.4(b), comply with paragraph 25.2 with immediate effect; and~~

~~(b) comply with paragraph 25.3 with effect on and from 18 January 2010.~~

### ~~Selection and training~~

~~25.5 The licensee shall:~~

~~(a) put in place and follow procedures which are appropriate for the selection of staff or other Representatives who are employed or engaged in roles which involve, might involve or will involve communication with Domestic Customers for the purpose of its Marketing Activities;~~

~~(b) provide or procure appropriate training for all staff or other Representatives who communicate with Domestic Customers for the purposes of the licensee's Marketing Activities, which training should include, but not be limited to, training about the licensee's obligations insofar as they affect Domestic Customers, including its obligations under this licence condition;~~



~~(c) take all reasonable steps to ensure that:~~

- ~~(i) a Domestic Customer may readily identify the licensee whenever that Domestic Customer is contacted by the licensee or a Representative;~~
- ~~(ii) if the Domestic Customer enters into a Domestic Supply Contract with the licensee, that Domestic Customer will readily understand that they have done so; and~~
- ~~(iii) any unsolicited contact made by the licensee or a Representative with any Domestic Customer takes place at a reasonable time.~~

### **~~Pre-contract obligations~~**

~~25.6 Where the licensee or any Representative offers to enter into a Domestic Supply Contract with a Domestic Customer in the course of its Marketing Activities, the licensee or Representative must at the time it makes the offer and before entering into a Domestic Supply Contract with that Domestic Customer:~~

~~(a) provide to that Domestic Customer, in Writing or by means of electronic display, an estimate of the total annual Charges for the Supply of Electricity which would be payable by that Domestic Customer under the Offered Domestic Supply Contract; and~~

~~(b) where:~~

- ~~(i) the Domestic Customer is, at the time the offer is made, being supplied with electricity through a Prepayment Meter; or~~
- ~~(ii) the licensee or a Representative has indicated to a Domestic Customer that the Charges for the Supply of Electricity that would be payable under the Offered Domestic Supply Contract are lower than the Charges for the Supply of Electricity that are payable under the Domestic Supply Contract pursuant to which the relevant Domestic Customer receives its supply of electricity at the time the offer is made;~~

~~provide to that Domestic Customer, in Writing or by means of electronic display, a comparison of the Charges for the Supply of Electricity that would be payable under the Offered Domestic Supply Contract and the Charges for the Supply of Electricity that are payable under the Domestic Supply Contract pursuant to which the relevant Domestic Customer receives their supply of electricity at the time the offer is made. Where a Domestic Customer who falls within the scope of sub-paragraph 25.6(b)(i) is unable or unwilling to provide details of the Charges for Supply of Electricity that are payable under their existing Domestic Supply Contract, the licensee or Representative shall base any comparison which it is required to provide in accordance with this sub-paragraph on its best estimate of those Charges for the Supply of Electricity having regard to any relevant information that is available to the licensee or Representative at the time the comparison is prepared.~~

~~25.7 Any estimate provided in accordance with sub-paragraph 25.6(a) must:~~

~~(a) take account of the relevant Domestic Customer's annual consumption or, where the relevant Domestic Customer's annual consumption is not known to, and cannot reasonably be ascertained by, the licensee or Representative, be based on the licensee's or Representative's best~~

~~estimate of the relevant Domestic Customer's annual consumption having regard to any relevant information that is available to the licensee or representative at the time the estimate is prepared;~~

- ~~(b) where it is based on an estimate of the relevant Domestic Customer's annual consumption, clearly set out, in Writing or by means of electronic display, the basis for any such estimated annual consumption; and~~
- ~~(c) where the licensee or a Representative, when discussing an Offered Domestic Supply Contract with a Domestic Customer, makes any representation concerning the amount of any regular direct debit payment that is to be made in accordance with the Offered Domestic Supply Contract, include a clear explanation of how the proposed regular direct debit payment amounts have been calculated and how those amounts relate to the total annual Charges for the Supply of Electricity which the licensee or Representative estimates will be payable under the Offered Domestic Supply Contract.~~

~~25.8 Any comparison of Charges for the Supply of Electricity undertaken in accordance with sub-paragraph 25.6(b) must:~~

- ~~(a) be undertaken (and explained to the relevant Domestic Customer) on a like for like basis. For these purposes, this will mean that the comparison of Charges for the Supply of Electricity must be based on the same time period (which will usually be one year) and the same consumption level (whether based on the relevant Domestic Customer's actual consumption or the licensee's or Representative's best estimate of that consumption); and~~
- ~~(b) itemise clearly and explain any other relevant differences between the Offered Domestic Supply Contract and, subject to sub-paragraph 25.6(b), the relevant Domestic Customer's existing Domestic Supply Contract, including any discounts and/or differences in charges associated with different payment methods.~~

~~25.9 Where the licensee or a Representative provides to a Domestic Customer an estimate and/or a comparison in accordance with paragraph 25.6, the licensee or Representative must, either at the time that it provides the estimate and/or comparison or as soon as reasonably practicable thereafter, provide to the relevant Domestic Customer a Written copy of that estimate and/or comparison, as appropriate, which the Domestic Customer can retain for their records. This obligation does not apply where the Domestic Customer does not subsequently accept or enter into the Domestic Supply Contract to which the estimate and/or comparison relate(s).~~

~~25.10 Where a Domestic Customer to whom the licensee or any Representative has provided an estimate or a comparison in accordance with this licence condition enters into a Domestic Supply Contract with the licensee, the licensee must maintain a record of the information which it provided to that Domestic Customer concerning that Domestic Supply Contract in accordance with this licence condition for a period of 2 years.~~

### **~~Obligations at time of contract~~**

~~25.11 Where the licensee enters into a Domestic Supply Contract with a Domestic Customer, the licensee or Representative shall, either at the time that the Domestic Supply Contract is entered into or as soon as reasonably practicable thereafter, provide to that Domestic Customer all the information which the licensee or Representative reasonably considers the Domestic Customer would~~

~~need having regard to the Objective and the licensee's obligation to secure compliance with the same.~~

~~25.12 The information which the licensee or Representative shall provide in accordance with paragraph 25.11 shall include but not be limited to:~~

- ~~(a) a copy of the Domestic Supply Contract (which shall be consistent in all respects with the Offered Domestic Supply Contract) which the licensee and that Domestic Customer have entered into;~~
- ~~(b) an explanation of what happens next now that the Domestic Customer has entered into a Domestic Supply Contract;~~
- ~~(c) a reminder to that Domestic Customer to check that the product they have signed up to is appropriate for them, including details of where to find impartial advice and information;~~
- ~~(d) information about any right for the Domestic Customer to cancel the Domestic Supply Contract; and~~
- ~~(e) information about what the Domestic Customer can do if they have any concerns, including details of how Citizens Advice consumer service can be contacted.~~

#### ~~Contact with Domestic Customers after Contract~~

~~25.13 The licensee must comply with the requirements of paragraphs 25.14 and 25.15 where a Domestic Supply Contract has been entered into by a Domestic Customer in the course of:~~

- ~~(a) a visit to that Domestic Customer's premises by a Representative; or~~
- ~~(b) a conversation, in a place to which the public have access, between a Representative and a Domestic Customer.~~

~~25.14 Where a Domestic Supply Contract is entered into in the circumstances described in paragraph 25.13, the licensee must, within a period of 14 days after entering into the Domestic Supply Contract, take all reasonable steps to contact the Domestic Customer, through a Representative of the licensee who is not engaged in activities leading to the making of Domestic Supply Contracts between the licensee and Domestic Customers, by telephone or in Writing to seek confirmation that the Domestic Customer:~~

- ~~(a) understands that he or she has entered into a Domestic Supply Contract;~~
- ~~(b) understands the Principal Terms of that Domestic Supply Contract;~~
- ~~(c) is content to have entered into that Domestic Supply Contract;~~
- ~~(d) has received the estimate and, where appropriate, the comparison required by paragraph 25.6;~~
- ~~(e) is content with the information provided by the licensee and/or, as appropriate, a Representative and is otherwise content with the way in which the Marketing Activities of the licensee were conducted; and~~
- ~~(f) where the licensee is a Green Deal Licensee and the Domestic Customer is a Green Deal Bill Payer, understands the licensee's obligation under~~

~~paragraph 2 of standard condition 36.~~

~~25.15 Where, in the course of contact as required by paragraph 25.14, the Domestic Customer indicates that he or she is not content to have entered into the Domestic Supply Contract and wishes to end it, the licensee must take all reasonable steps to ensure:~~

- ~~(a) that the Domestic Supply Contract is ended; and~~
- ~~(b) where reasonably practicable, that the licensee does not begin a supply of electricity to the relevant Domestic Customer.~~

### **Management arrangements**

~~25.16 The licensee must take all reasonable steps to establish management arrangements that facilitate the licensee's compliance with its obligations under this condition, including, as appropriate, steps to ensure that any agents and subcontractors of the licensee establish equivalent arrangements.~~

### **Definitions for condition**

~~25.17 For the purposes of this condition:~~

~~“**Marketing Activities**” means any activities of the licensee, that:~~

- ~~(c) take place with the simultaneous physical presence of the licensee or any Representative and a Domestic Customer; and~~
- ~~(d) are directed at or incidental to identifying and communicating with Domestic Customers for the purpose of promoting the licensee's Domestic Supply Contracts to them and includes entering into such contracts with such customers.~~

~~“**Objective**” has the meaning given to it in paragraph 25.1 of this condition.~~

~~“**Offered Domestic Supply Contract**” means any offer to contract, including the terms of such offer, which the licensee or a Representative makes to a Domestic Customer concerning a supply of electricity to that Domestic Customer at Domestic Premises.~~

~~“**Telesales Activities**” means any activities of the licensee or any Representative that are:~~

- ~~(a) conducted by telephone; and~~
- ~~(b) directed at or incidental to identifying and communicating with Domestic Customers for the purpose of promoting the licensee's Domestic Supply Contracts to them and includes entering into such contracts with such customers.~~

## Condition 31A. Bills, statements of account and Annual Statements

### Section A: Bills and statements of account

31A.1 The licensee must provide the information contained in paragraph 31A.2 and Schedules 1-~~32~~ to standard condition 31A in Writing on every Bill or statement of account sent to a Domestic Customer.

31A.2 The information provided for in paragraph 31A.1 is:

- (a) subject to paragraph 31A.3, a comparison of the Domestic Customer's electricity consumption for the period covered by the Bill or statement of account, with the Domestic Customer's electricity consumption for the corresponding period in the previous year (for the purposes of this condition, the "corresponding period");
- (b) the Domestic Customer's Exact Tariff Name;
- (c) the Domestic Customer's Annual Consumption Details;
- (d) the Domestic Customer's Estimated Annual Costs;
- (e) the Domestic Customer's:
  - (i) Relevant Cheapest Tariff information and Estimated Annual Savings; and
  - (ii) Alternative Cheapest Tariff information and Estimated Annual Savings;
- (f) ~~(not used) the Domestic Customer's Tariff Comparison Rate, where applicable;~~
- (g) the following exact text: "Remember – it might be worth thinking about switching your tariff or supplier";
- (h) the Exact Payment Method which applies to the Domestic Customer;
- (i) in the case of a Fixed Term Supply Contract which does not have a Staggered Charging Tariff, the date (in the format of day, month, year) when the fixed term period ends (or if that date is not ascertainable the duration of the fixed term period);
- (j) in the case of Fixed Term Supply Contract which has a Staggered Charging Tariff, the date (in the form of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the total duration of all the fixed term periods);
- (k) the amount (in pounds sterling) of any Termination Fee, if applicable;
- (l) a clearly visible, Optical Label containing each of the Relevant Data Items for Electricity in such a manner that, when scanned with a Relevant Device (in conjunction with a separate software program or otherwise), the Relevant Data Items for Electricity are loaded on to the Relevant Device in accordance with the Specified Sequence without any requirement for the Domestic

Customer to input further information into the Device; where the Domestic Customer is supplied with electricity and gas under a Dual Fuel Account, the licensee may use a single Optical Label containing the Relevant Data Items for Gas and the Relevant Data Items for Electricity in accordance with the Specified Sequence; data items other than Relevant Data Items may be included in the Optical Label provided they do not interfere with the Specified Sequence or with the ability of a Relevant Device to scan, access or load any of the Relevant Data Items in accordance with this provision.

31A.3 The requirement in sub-paragraph 31.A.2(a) only applies if the licensee has been contracted to supply electricity to the same Domestic Customer at the same Domestic Premises throughout the period:

- (a) commencing with the start of the corresponding period; and
- (b) ending with the end of the period to which the Bill or statement of account relates.

31A.3A The requirement in sub-paragraph 31A.2(l) does not apply:

- (a) to licensees who supply electricity to fewer than 50,000 Domestic Customers or such other number as may from time to time be directed by the Authority;
- (b) in respect of final Bills; or
- (c) in respect of Bills or statements of account that include Charges for the Supply of Electricity corresponding to more than one MPAN.

31A.4 The licensee must:

- (a) when providing information about Annual Consumption Details in accordance with paragraph 31A.2:
  - (i) include details of any Time of use Tariffs which may apply to the Domestic Supply Contract; and
  - (ii) display the quantity of electricity in kilowatt-hours;
- (b) make it clear on the Bill or statement of account whether any estimates of the Domestic Customer's electricity consumption have been used in producing the information.

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

31A.5 The licensee must ensure that the terms and conditions of each Domestic Supply Contract and Deemed Contract comply with the provisions of section A of standard condition 31A.

31A.5A The licensee must ensure that each Domestic Supply Contract and Deemed Contract contains terms and conditions which reflect the effect of:

- (a) any requirement of section A of standard condition 31A 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
- (b) any provisions of section A of standard condition 31A specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

### **Prescriptive format requirements**

31A.6 The licensee must comply with sub-paragraphs 31A.2 (b) to (f) (including in conjunction with the information required by standard condition 31E) in accordance with the requirements of Schedules 1 to ~~32~~ to standard condition 31A.

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

31A.6A The licensee is not required to comply with section A of standard condition 31A to such extent and subject to such conditions as the Authority may from time to time direct.

### **Guidance**

31A.7 The licensee must have regard to any guidance on Relevant Matters for Section A of SLC 31A 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 section A of standard condition 31A**

31A.8 For the purposes of this condition "**Relevant Matters for Section A of SLC 31A**" means:

- (a) the format and/or display of any information which must be included in a Bill and statement of account;
- (b) the methodology by which any calculations in relation to any information which must be included in a Bill and statement of account must be carried out by the licensee (including, but not limited to, any calculations relating to the electricity consumption of a Domestic Customer and the monthly and annual costs of a Domestic Customer); and
- (c) the interpretation of section A of standard condition 31A (including in respect of definitions which appear in standard condition 1).

**Schedule 1 to standard condition 31A: the “Could you pay less?” label for Bills and statements of account**

S1.1 In order to comply with its obligations under paragraph 31A.2, the licensee must ensure that a “Could you pay less?” label is displayed in a box on the first page of every Bill or statement of account.

S1.2 The licensee must ensure that the “Could you pay less?” label:

- (a) subject to S1.11 in respect of Dual Fuel Accounts, contains only the information required by S1.3 to S1.10; and
- (b) presents the information in text of an equal size and prominence, which may not be smaller than ten points in size, using the desktop publishing system, except that headings or titles may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise.

S1.3 The licensee must include a title with the exact text “Could you pay less?”.

S1.4 The licensee must include a statement informing the Domestic Customer of their Estimated Annual Costs.

S1.5 The licensee 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);

S1.6 The licensee must include a statement informing the Domestic Customer of:

- (a) the Exact Tariff Name of the Tariff which is the Relevant Cheapest Tariff; and
- (b) the Estimated Annual Savings for the Relevant Cheapest Tariff.

S1.7 The licensee must include a statement informing the Domestic Customer of:

- (a) the Exact Tariff Name of the Tariff which is the Alternative Cheapest Tariff; and
- (b) the Estimated Annual Savings for the Alternative Cheapest Tariff.

S1.8 The licensee must include any information required by paragraphs 31E.1 to 31E.4 of standard condition 31E.

S1.9 The licensee must include a switching reminder with the exact text: “Remember – it might be worth thinking about switching your tariff or supplier.”

S1.10 The licensee must include a statement to the effect that the Domestic Customer can access more information about their Tariff or Tariffs on the second page of their Bill or statement of account.

**Dual Fuel Accounts**

S1.11 Where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, the licensee must populate the “Could you pay less?” label with:

- (a) the information required by paragraphs S1.3, S1.9 and S1.10 in respect of electricity; and



(b) the information required by S1.4 to S1.8 in respect of both electricity and gas.

S1.12 Where S1.11 applies, the licensee must display information that is provided in respect of both electricity and gas separately, except that the licensee may choose to display:

- (a) the statement of Estimated Annual Savings required by sub-paragraph S1.6(b) as an aggregated figure for both gas and electricity;
- (b) the statement of Estimated Annual Savings required by sub-paragraph S1.7(b) as an aggregated figure for both gas and electricity.

**Schedule 2 to standard condition 31A: the "About your tariff" label for Bills and statements of account**

S2.1 In order to comply with its obligations under paragraph 31A.2, the licensee must ensure that an "About your tariff" label is displayed in a box on the second page of every Bill or statement of account.

S2.2 The licensee must ensure that the "About your tariff" label:

- (a) subject to S2.13 in respect of Dual Fuel Accounts, contains only the information required by this S2.4 to S2.12; and
- (b) presents the information in text of an equal size and prominence which may not be smaller than ten points in size, using the desktop publishing system, except that headings may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise.

S2.3 The licensee must arrange the information which must be included pursuant to this Schedule 2 as a list which must be arranged vertically, in the same order in which the requirement for the information appears in this Schedule 2. Accordingly, the information required in S2.4 must appear above that required in S2.5 and so on.

S2.4 The licensee must include a title with the exact text "About your tariff".

S2.5 The licensee must include a statement explaining that the "About your tariff" label presents the Domestic Customer with information about their current Tariff or Tariffs (where applicable), in order to help the Domestic Customer to compare their current Tariff or Tariffs with other available Tariffs.

S2.6 The licensee must include a statement setting out the Exact Tariff Name of the Domestic Customer's current Tariff.

S2.7 The licensee must include a statement setting out the Exact Payment Method which applies to the Domestic Customer.

S2.8 The licensee must include:

- (a) in the case of a Fixed Term Supply Contract which does not have a Staggered Charging Tariff, text setting out the date (in the format of day, month, year) when the fixed term period ends;
- (b) in the case of a Fixed Term Contract which has a Staggered Charging Tariff, text setting out the date (in the format of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the total duration of all the fixed term periods); and
- (c) in the case of an Evergreen Supply Contract or a Deemed Contract, text which briefly describes the fact that there is no end date.

S2.9 The licensee must include a statement setting out, where a Termination Fee applies, the amount (in pounds sterling) of the Termination Fee. If a Termination Fee does not apply, the licensee must include a statement to the effect that no Termination Fee applies.

S2.10 The licensee must include a brief statement explaining what a Termination Fee is.

S2.11 The licensee must include a statement setting out the Domestic Customer's Annual Consumption Details.

S2.12. The licensee must include a statement setting out:

- (a) where sub-paragraph (a) of the definition of Annual Consumption Details in standard condition 1 applies, that the Domestic Customer's Annual Consumption Details are based on the Domestic Customer's actual electricity usage over the previous 12 months; or
- (b) where sub-paragraph (b) of the definition of Annual Consumption Details in standard condition 1 applies, that the Domestic Customer's Annual Consumption Details are based on the Domestic Customer's estimated electricity usage over a 12-month period.

### **Dual Fuel Accounts**

S2.13 Where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, the licensee must populate the "About your tariff" label with the information required by:

- (a) S2.4, S2.5 and S2.10 in respect of electricity; and
- (b) S2.6 to S2.9 and S2.11 and S2.12 in respect of both gas and electricity.

S2.14 Where S2.13 applies, the licensee must display the information that is provided in respect of gas and electricity separately.

**~~Schedule 3 to standard condition 31A: "About your TCR" label for Bills and statements of account~~**

~~S3.1 Except where paragraph S3.2 applies, in order to comply with its obligations under paragraph 31A.2, the licensee must ensure that an "About your TCR" label is displayed on every Bill or statement of account.~~

~~S3.2 This paragraph applies where the Domestic Customer's current Tariff is either:~~

- ~~(a) a Time of Use Tariff, or~~
- ~~(b) an Excluded Staggered Charging Tariff,~~

~~unless the Authority has issued a direction under paragraph 31B.9 which applies to the Tariff.~~

~~S3.3 The licensee must ensure that the "About your TCR" label:~~

- ~~(a) subject to S3.10 in respect of Dual Fuel Accounts, contains only the information required by S3.4 to S3.9;~~
- ~~(b) presents the information in text of an equal size and prominence which may not be smaller than ten points in size, using the desktop publishing system, except that headings may be afforded more prominence whether by capital letters, underlining, larger or bold print or otherwise.~~

~~S3.4 The licensee must include a title with the exact text "About your TCR".~~

~~S3.5 The licensee must include a statement setting out the Tariff Comparison Rate which applies to the Domestic Customer.~~

~~S3.6 The licensee must include a statement (which is designed to promote the benefits of the Tariff Comparison Rate) which explains that the Tariff Comparison Rate can be used as a guide to compare the price of electricity Tariffs.~~

~~S3.7 The licensee must include a statement to the effect that the Tariff Comparison Rate is based on a typical or average user of electricity.~~

~~S3.8 The licensee must include a statement that the Tariff Comparison Rate is not based on the Domestic Customer's personal consumption of electricity and should be used as a guide only.~~

~~S3.9 The licensee must include a statement that the Domestic Customer can telephone the licensee or visit the licensee's website for more details on the Domestic Customer's Tariff or Tariffs, and on how Tariff Comparison Rates are calculated.~~

**~~Dual Fuel Accounts~~**

~~S3.10 Where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, the licensee must ensure that the "About your TCR" label is populated with the information required by:~~

- ~~(a) S3.4 and S3.9 in respect of electricity, and~~
- ~~(b) paragraphs S3.5 to S3.8 in respect of both gas and electricity.~~

~~S3.11 Where S3.10 applies, the licensee must display information that is provided in respect of gas and electricity separately.~~

## **Section B: Annual Statements**

31A.9 The licensee must provide to every Domestic Customer at least once in respect of every 12 Month Period at the Relevant Time a Written document (hereafter referred to as an "Annual Statement") which has the title "Your Annual Electricity Summary" and which, subject to the requirements of Schedule 4 of this standard condition and without prejudice to the SLC 31A Exempt Information, only contains the following information:

- (a) the Domestic Customer's Exact Tariff Name;
- (b) the Domestic Customer's Annual Consumption Details;
- (c) the Domestic Customer's Estimated Annual Costs;
- (d) the Domestic Customer's:
  - (i) Relevant Cheapest Tariff information and Estimated Annual Savings; and
  - (ii) Alternative Cheapest Tariff information and Estimated Annual Savings;
- (e) an explanation of the purpose of the Annual Statement;
- (f) a statement of the 12 Month Period to which the Annual Statement relates;
- (g) the Domestic Customer's Estimated Annual Costs calculated on the basis of the Charges for the Supply of Electricity which applied during the 12 Month Period;
- (h) a bar chart or other graph, diagram or infographic displaying information about the Domestic Customer's energy usage;
- (i) details of the Relevant Principle Terms of the Domestic Customer's Domestic Supply Contract;
- (j) the following exact text: "Remember – it might be worth thinking about switching your tariff or supplier";
- (k) information about where the Domestic Customer may obtain impartial advice and information about changing their Electricity Supplier;
- (l) information on where the Domestic Customer may obtain impartial advice and information on energy efficiency;
- (m) a website URL for the Concise Guidance and Energy Consumer Guidance and, where this information is provided, a statement to the effect that a hard copy of each can be provided to the Domestic Customer on request;
- (n) a statement providing the Domestic Customer with information regarding the Confidence Code and a website URL where further information on the Confidence Code can be found;
- (o) a description of the Tariff Type which applies to the Domestic Customer's Tariff;

- (p) the Exact Payment Method which applies to the Domestic Customer's Domestic Supply Contract;
- (q) in the case of a Fixed Term Supply Contract which does not have a Staggered Charging Tariff, the date (in the format of day, month, year) when the fixed term period ends (or if that date is not ascertainable the duration of the fixed term period);
- (r) in the case of Fixed Term Supply Contract which has a Staggered Charging Tariff, the date (in the form of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the total duration of all the fixed term periods);
- (s) where a Termination Fee applies to a Domestic Supply Contract, the amount (in pounds sterling) of the Termination Fee;
- (t) a statement setting out any Discounts (excluding any Bundled Products which are Discounts and any Reward Points Discounts) and additional charges (excluding charges which relate to Bundled Products) which apply to the Tariff including the relevant amount in pounds sterling (which must be inclusive of value added tax at the applicable rate) and a brief description of the Discount or additional charge and/or additional charges which apply to the Tariff;
- (u) a statement setting out:
  - (i) a brief description (including information about any charges, which must be inclusive of value added tax at the applicable rate) of any Tied Bundle (including a Tied Bundle which is a Discount) and any Reward Points Discounts included in the Tariff;
  - (ii) where applicable, a statement to the effect that Optional Bundles apply;
- (v) brief, easy-to-understand explanations of key industry terminology;
- (w) ~~(not used) the Domestic Customer's Tariff Comparison Rate;~~ and
- (x) no more than one Optical Label which the licensee may place on the Annual Statement in order to direct the Domestic Customer to Additional Information; any Optical Label placed on the Annual Statement must contain each of the Relevant Data Items for Electricity in such a manner that, when scanned with a Relevant Device (in conjunction with a separate software program or otherwise), the Relevant Data Items for Electricity are loaded on to the Relevant Device in accordance with the Specified Sequence without any requirement for the Domestic Customer to input further information into the Device; where the Domestic Customer is supplied with electricity and gas under a Dual Fuel Account the licensee may use a single Optical Label containing the Relevant Data Items for Gas and the Relevant Data Items for Electricity in accordance with the Specified Sequence; data items other than Relevant Data Items may be included in the Optical Label provided they do not interfere with the Specified Sequence or with the ability of a Relevant Device to scan, access and load any of the Relevant Data Items in accordance with this provision.

31A.10 The licensee must:

- (a) ensure that the Annual Statement is not combined with any other document (including, but not limited to, a Bill or statement of account) and is provided to the Domestic Customer separately from any other document (including, but not limited to, a Bill or statement of account) with the exception of the following distinct documents which may be provided to the Domestic Customer in the same envelope as the Annual Statement:
  - (i) an Annual Statement in respect of gas;
  - (ii) any document that is required by paragraph 37.7 of an Electricity Supply Licence;
  - (iii) any document setting out any Energy Literacy Information specified in directions which, following consultation, the Authority may issue and may from time to time revise (following further consultation).
- (b) when providing information about Annual Consumption Details in accordance with paragraph 31A.9:
  - (i) include details of any Time of use Tariffs which may apply to the Domestic Supply Contract; and
  - (ii) display the quantity of electricity in kilowatt-hours;
- (c) make it clear on the Annual Statement whether any estimates of the Domestic Customer's electricity consumption have been used in producing the information; and
- (d) subject to paragraph S4.16(a) of Schedule 4 to this standard condition, when providing details of the Relevant Principal Terms in accordance with subparagraph 31A.9(i), provide all the Relevant Principal Terms together in the same part of the Annual Statement.

31A.11 The licensee must send the first Annual Statement on or before 31 December 2010 to every existing Domestic Customer who has held their Domestic Supply Contract with the licensee for at least 12 months on 1 April 2010.

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

31A.12 The licensee must ensure that the terms and conditions of each Domestic Supply Contract and Deemed Contract comply with the provisions of section B of standard condition 31A.

31A.13 The licensee must ensure that each Domestic Supply Contract and Deemed Contract contains terms and conditions which reflect the effect of:

- (a) any requirement of section B of standard condition 31A 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
- (b) any provisions of section B of standard condition 31A specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

### **Prescriptive format requirements**

31A.14 The licensee must comply with paragraph 31A.9 (including in conjunction with the information required by standard condition 31E) in accordance with the requirements of Schedule 4 to standard condition 31A.

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

31A.15 The licensee is not required to comply with section B of standard condition 31A to such extent and subject to such conditions as the Authority may from time to time direct.

### **Guidance**

31A.16 The licensee must have regard to any guidance on Relevant Matters for Section B of SLC 31A 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).

31A.17 For the purposes of this condition:

**"12 Month Period"** means either:

- (a) 12 months from the date the licensee began to supply the Domestic Customer; or
- (b) 12 months from the last date on which the licensee provided the Domestic Customer with an Annual Statement,

**"Additional Information"** means information which may not include marketing materials and cannot be used as a substitute for any of the information that the licensee is required to include in the Annual Statement under this standard condition 31A.

**"Annual Statement"** means the document described in standard condition 31A.9.

**"Confidence Code"** means the code of practice which sets out the requirements a provider of price comparison services must meet in order to be, and remain, accredited by the Authority (or such other person as may from time to time be responsible for such accreditations).

**"Relevant Matters for Section B of SLC 31A"** means:

- (a) the format and/or display of any information which must be included in an Annual Statement;
- (b) the methodology by which any calculations in relation to any information which must be included in an Annual Statement must be carried out by the licensee (including, but not limited to, any calculations relating to the



electricity consumption of a Domestic Customer and the monthly and annual costs of a Domestic Customer); and

- (c) the interpretation of section B of standard condition 31A (including in respect of definitions which appear in standard condition 1).

**"Relevant Principal Terms"** means, in respect of any form of Contract or Deemed Contract, the terms that relate to:

- (a) Charges for the Supply of Electricity;
  - (aa) where the licensee is relying on sub-paragraph 11(a) of standard condition 22C or sub-paragraph 8(a) of standard condition 23, the method by which Charges for the Supply of Electricity fluctuate automatically;
  - (ab) where the licensee is relying on sub-paragraph 11(b) of standard condition 22C or sub-paragraph 8(b) of standard condition 23, the precise variations to the Charges for the Supply of Electricity;
- (b) The duration of the Contract or Deemed Contract (including, but not limited to, the duration of any fixed term periods and any arrangements for renewing or extending the duration of the Contract or any fixed term periods);
- (c) The rights to end the Contract (including any obligation to pay a Termination Fee) or the circumstance in which a Deemed Contract will end; and
- (d) Any other terms that may reasonably be considered to significantly affect the evaluation by the Customer whether to change their Electricity Supplier.

**"Relevant Time"** means as soon as possible after the last month of each 12 Month Period, but in any event no later than 30 days after the end of that 12 Month Period.

**"SLC 31A Exempt Information"** means:

- (a) the SLC 31A Supplier and Customer Information;
- (b) ~~(not used) 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 31A 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 Annual Statement.

**"Zones"** means the areas labelled "A", "B", "C", "D", "E" and "F" in the template picture set out in part 1 of schedule 4 to standard condition 31A.

#### **Schedule 4 to standard condition 31A: the Annual Statement**

##### **Part 1**

S4.1 The licensee must use the "Annual Statement Template" set out in the template picture below to comply with its obligations to send an Annual Statement to each Domestic Customer under paragraph 31A.9, subject to the requirements in Part 2 of this Schedule 4.

**Any questions after reading your summary?**



Visit [yourpower.co.uk](http://yourpower.co.uk)



Or call **0800 123 1234**  
(8am–8pm Mon–Fri, 8am–2pm Sat)

Mr A Jones  
4 Scenario Street  
Sample Ville  
SAMPLE

**Your account number:**  
123 123 123 123

**Summary date:**  
15 Jan 2012

**Supply address:**  
4 Scenario Street  
Sample Ville  
SAM PLE

**B**

Mr Jones,

## Your annual electricity summary

For 01 January 2011 to 01 January 2012



This is important information about your electricity usage and tariff – we hope you find it helpful. You can use this information to compare your current tariff with others that are available, either from us, or from other suppliers. Please keep this summary for your records.

See below and overleaf for more information on switching your supplier or tariff →

**Remember – it might be worth thinking about switching your tariff or supplier.**

**C**

### Your electricity usage summary

- Over the last 12 months you've used **3,900 kWh** (including estimated readings)
- Your total costs were **£529.89**



Based on your current tariff and usage, your personal projection for the next 12 months is **£529.89\***.

*\*Based on our current prices and includes some discounts and added charges, like VAT. If the price of your tariff changes or you change your tariff, or the amount you use, this forecast will change too.*

**D**

### Could you pay less?

**Our cheapest similar tariff**  
Name: Clear and Simple  
You could save: £XX.XX

**Our cheapest overall tariff**  
Name: Online Saver  
You could save: £XX.XX

*Please note that switching tariffs may involve changing to materially different terms and conditions.*

*For more information on switching your tariff see overleaf...*


## E

### Need independent advice about switching tariff or supplier?

For impartial advice on switching suppliers contact Citizens Advice:

 [adviceguide.org.uk](http://adviceguide.org.uk)  08454 04 05 06

Consumer Focus has a Confidence Code for online switching sites to ensure consumers receive accurate, detailed and unbiased price comparisons:

 [consumerfocus.org.uk](http://consumerfocus.org.uk)

The Staying Connected Energy Consumer Checklist contains key information for energy consumers to get and stay connected to their energy supply.

 [xxxxxxxxx.org.uk/consumerchecklist](http://xxxxxxxxx.org.uk/consumerchecklist)

### You could also reduce your costs by using less energy

Contact Energy Saving Advice Service for impartial advice on how to save energy:

 0300 123 1234

## F

### About your electricity tariff

Tariff details	
<b>Tariff name</b>	Standard
<b>Tariff type</b>	Standard
<b>Payment method</b>	Cash/Cheque
<b>Unit rate</b>	14.01p per kWh
<b>Standing charge</b>	17.41p per day
<b>Tariff ends on</b>	No end date
<b>Price guaranteed until</b>	Does not apply
<b>Exit fees</b> (if you cancel this tariff before the end date)	Does not apply
<b>Discounts and additional charges</b>	No discounts
<b>Additional products or services included</b>	Loyalty points
Estimated electricity cost for you on this tariff	
<b>Your annual consumption</b> (based on your actual consumption)	3,900 kWh
<b>Personal projection</b> (based on current prices and including VAT)	£529.89
<b>Tariff Comparison Rate (TCR)</b>	14.01p per kWh

### Key contractual terms

**Cancellation fees and arrangements for ending the contract**  
You may end your contract at any time without being charged a cancellation fee, but you must give us 28 days' notice, provide a final meter reading and settle any outstanding debt for electricity.

#### Other terms

##### Discounts

Your tariff includes our [x] discount of [x]. This discount will continue to apply if you continue to meet the following conditions [x]. If we decide to withdraw this discount we will notify you in advance and inform you of your rights.

##### Moving house

If you move house you must give us at least 2 days' advance notice or you will continue to be liable for the supply until the earlier of:

- the second working day after you have subsequently notified us of that you have moved house; or
- the date another person begins to own or occupy the premises and starts to consume electricity.

##### Additional charges

We may charge you for any additional visits, tests or work carried out at your request. Details of these charges are provided in the enclosed leaflet.

### Glossary

**kWh (kilowatt hour)** – one kilowatt of power being used for one hour. It's the same as a 40-watt light bulb being left on for 25 hours. Also known as a 'unit' of energy.

**Personal projection** – this is based on your actual consumption and is a projection of your future yearly charge. You could compare the personal projection for your current tariff with a personal projection given to you for an alternative tariff by your current supplier, an alternative supplier or a switching site.

**Switch** – to change from the current supplier to a different supplier, or to change from the current tariff to a different tariff with the same supplier.

**Tariff** – the package of charges and conditions that a supplier offers you for providing electricity.



## Part 2

- S4.2 In respect of its obligations to send an Annual Statement to each Domestic Customer under paragraph 31A.9, the licensee must ensure that the Zones labelled A to F set out in the Annual Statement Template set out in Part 1 of this Schedule 4 are populated in accordance with paragraphs S4.3 to S4.16.
- S4.3 The licensee must produce the Annual Statement Template in standard A4 size.
- S4.4 The Zones on the Annual Statement Template indicate where the information that must be included in the Annual Statement must be positioned. For example, the information with which Zone A must be populated (see paragraph S4.9) must always be on the first page of the Annual Statement, and positioned above the information with which Zone B must be populated (see paragraph S4.10). The information with which Zone C must be populated (see paragraph S4.11 below) must always be on the front page of the Annual Statement, and positioned to the left of the information with which Zone D must be populated (see paragraph S4.12 below).
- S4.5 The dimensions of the Zones are not fixed.
- S4.6 Except where specifically provided for in this Part 2 of Schedule 4, the exact format and text used to populate the Zones is not prescribed.
- S4.7 Notwithstanding paragraphs S4.5 and S4.6 above, the licensee must set the dimensions of the Zones and populate the Zones in a manner consistent with the general requirements set out in paragraph 31E.6 of standard condition 31E (Plain and intelligible language and presentation requirements).
- S4.8 With the exception of the information specified in sub-paragraph 31A.9(x) of standard condition 31A, the licensee may not include any additional information in the Zones beyond that which is specified in this Part 2 of Schedule 4
- S4.9 The licensee must populate Zone A with:
- (a) the brand name (the "Supply Brand") under which it supplies the Domestic Customer;
  - (b) a title which communicates that the Domestic Customer may contact the licensee in relation to any questions he may have about the Annual Summary and, in close proximity, the licensee's and/or the Supply Brand's current contact details, including as a minimum a customer services telephone number and a website URL.
  - (c) the Domestic Customer's postal address;
  - (d) the Domestic Customer's account number;
  - (e) the date on which the licensee sends the Annual Statement to the Domestic Customer; and
  - (f) the address at which the Domestic Customer is supplied with energy under the Domestic Supply Contract.

S4.10 The licensee must populate Zone B with:

- (a) a salutation to the Domestic Customer: e.g. "Dear Mr Jones" or "Dear Ms Jones";
- (b) the title: 'Your annual electricity summary';
- (c) a statement informing the Domestic Customer of the dates on which the 12 Month Period to which the Annual Statement relates began and ended;
- (d) an explanation of the purpose of the Annual Statement;
- (e) a reminder that the Domestic Customer can use the Annual Statement to compare their existing Tariff with other Tariffs that are available;
- (f) a reminder that the Domestic Customer should keep the Annual Statement for their records; and
- (g) the exact text: "Remember – it might be worth thinking about switching your tariff or supplier." This text must be clear and legible, and it must be printed in bold text no smaller than the text which is used to populate the rest of Zone B (with the exception of the text used for the title required by sub-paragraph S4.10(b)).

S4.11 The licensee must populate Zone C with:

- (a) the subheading 'Your electricity usage summary';
- (b) a statement of the Domestic Customer's Annual Consumption Details (in kWh) in respect of the 12 Month Period. This statement must be clear and legible and the figure expressing the Annual Consumption Details must be printed in bold text no smaller than the text which is used to populate the rest of Zone C, with the exception of the text which is used for the subheading required in sub-paragraph S4.11(a), above. Where sub-paragraph (b) of the definition of Annual Consumption Details in standard condition 1 applies, the licensee must inform the customer that the Annual Consumption Details are partially or wholly based on the licensee's best estimate.
- (c) the Domestic Customer's Estimated Annual Costs calculated on the basis of the Charges for the Supply of Electricity which applied during the 12 Month Period;
- (d) a bar chart or other graph, diagram or infographic displaying:
  - (i) a comparison of the amount of energy (in the format of kWh) used by the Domestic Customer during two separate periods; or
  - (ii) information about the amount of energy (in the format of kWh) used by the Domestic Customer;
- (e) a statement informing the Domestic Customer of their Estimated Annual Costs. This statement must be clear and legible. In particular, the figure expressing the Estimated Annual Costs must be printed in bold text no smaller than the text which is used to populate the rest of Zone C, with the exception of the title required by sub-paragraph S4.11(a);

- (f) 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); and
- (g) where the Domestic Customer has an Evergreen Supply Contract, a statement to the effect that the Charges for the Supply of Electricity may be increased by the licensee in future.

S4.12 The licensee must populate Zone D with:

- (a) the subheading: "Could you pay less?";
- (b) a statement informing the Domestic Customer of:
  - (i) the Exact Tariff Name of the Tariff which is the Relevant Cheapest Tariff; and
  - (ii) the Estimated Annual Savings for the Relevant Cheapest Tariff;
- (c) a statement informing the Domestic Customer of:
  - (i) the Exact Tariff Name of the Tariff which is the Alternative Cheapest Tariff; and
  - (ii) the Estimated Annual Savings for the Alternative Cheapest Tariff;
- (d) a statement to the effect that changing Tariffs may involve changing to materially different terms and conditions; and
- (e) any information required by paragraphs 31E.1 to 31E.4 of standard condition 31E (Additional Rules for Relevant Cheapest Tariff and Alternative Cheapest Tariff information).

S4.13 The licensee must populate Zone E with:

- (a) a reminder that the Domestic Customer may wish to consider reducing his energy usage in order to reduce costs;
- (b) a statement informing the Domestic Customer where he may obtain impartial advice and information on energy efficiency;
- (c) a statement informing the Domestic Customer where he may obtain impartial advice and information about changing his Electricity Supplier;
- (d) a website URL for the Concise Guidance and Energy Consumer Guidance, and a statement to the effect that a hard copy of each can be provided to the Domestic Customer on request;
- (e) a statement providing the Domestic Customer with information regarding the Confidence Code and a website URL where further information on the Confidence Code can be found.

S4.14 Subject to paragraph S4.15, the licensee must populate Zone F with the following template:

### About your [Entry 1] tariff

Tariff details	
Tariff name	[Entry 2]
Tariff type	[Entry 3]
Payment method	[Entry 4]
Unit rate	[Entry 5]
Standing charge	[Entry 6]
Tariff ends on	[Entry 7]
Price guaranteed until	[Entry 8]
Exit fees (if you cancel this tariff before the end date)	[Entry 9]
Discounts and additional charges	[Entry 10]
Additional products or services included	[Entry 11]
Estimated [Entry 12] cost for you on this tariff	
Your annual consumption [Entry 13]	[Entry 14]
Personal Projection	[Entry 15]
<del>Tariff Comparison Rate (TCR)</del>	<del>[Entry 16]</del>
[Entry 17]	

S4.15 In respect of the template set out in paragraph S4.14, the licensee must replace:

- (a) “[Entry 1]” with the text “Electricity”;
- (b) “[Entry 2]” text setting out the Exact Tariff Name of the Tariff under which the licensee supplies the Domestic Customer;
- (c) “[Entry 3]” with text setting out a description of the Tariff Type which applies to the Tariff;
- (d) “[Entry 4]” with text setting out the Exact Payment Method;
- (e) “[Entry 5]” with text setting out in pence per kWh:



- (i) the Relevant Unit Rate (which must be inclusive of value added tax at the applicable rate) which applies to the Tariff under which the licensee supplies the Domestic Customer; or
  - (ii) where applicable, the Relevant Unit Rates (which must be inclusive of value added tax at the applicable rate) which apply to the Tariff under which the licensee supplies the Domestic Customer (adding additional rows where necessary);
- (f) “[Entry 6]” with text setting out in pence per day:
- (i) the Relevant Standing Charge (which must be inclusive of value added tax at the applicable rate) which applies to the Tariff under which the licensee supplies the Domestic Customer; or
  - (ii) where applicable, the Relevant Standing Charges (which must be inclusive of value added tax at the applicable rate) which apply to the Tariff under which the licensee supplies the Domestic Customer (adding additional rows where necessary);
- (g) “[Entry 7]” with:
- (i) in the case of a Fixed Term Supply Contract which does not have a Staggered Charging Tariff, text setting out the date (in the format of day, month, year) when the fixed term period ends (or if that date is not ascertainable the duration of the fixed term period);
  - (ii) in the case of a Fixed Term Supply Contract which has a Staggered Charging Tariff, text setting out the date (in the format of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the total duration of all the fixed term periods); and
  - (iii) in the case of an Evergreen Supply Contract or a Deemed Contract, text which briefly describes the fact that there is no end date.
- (h) “[Entry 8]” with text setting out, where the Charges for the Supply of Electricity of a Domestic Supply Contract are guaranteed for a fixed term period, the date (in the form of day, month, year) when the fixed term period ends. If the Charges for the Supply of Electricity of the Domestic Supply Contract are not guaranteed for a fixed term period, the licensee may replace “[Entry 8]” with the text “Not applicable”.
- (i) “[Entry 9]” with, where a Termination Fee applies to a Domestic Supply Contract in respect of electricity, the amount (in pounds sterling) of the Termination Fee. If a Termination Fee does not apply, the licensee must replace “[Entry 9]” with a statement to the effect that no Termination Fee applies;
  - (j) “[Entry 10]” with text setting out any Discounts (excluding any Bundled Products which are Discounts and any Reward Points Discounts), any Warm Home Discount and additional charges (excluding charges which relate to Bundled Products) which apply to the Tariff including the relevant amount in pounds sterling (which must be inclusive of value added tax at the applicable rate) and a brief description of the Discount, Warm Home Discount and

additional charge. If no Discounts, Warm Home Discount or additional charges apply, the licensee must replace “[Entry 10]” with the text “Not applicable”.

- (k) “[Entry 11]” with text setting out:
  - (i) a brief description (including information about any charges, which must be inclusive of value added tax at the applicable rate) of any Tied Bundle (including a Tied Bundle which is a Discount) and any Reward Points Discounts included in the Tariff (If neither Bundled Products nor Reward Points Discounts are included, the licensee must replace “[Entry 11]” with the text “Not applicable”); and
  - (ii) where applicable, a statement to the effect that Optional Bundles apply;
- (l) “[Entry 12]” with the same text with which it replaces “[Entry 1]”;
- (m) “[Entry 13]” with:
  - (i) where sub-paragraph (a) of the definition of Annual Consumption Details in standard condition 1 applies, a statement to the effect that the Domestic Customer’s Annual Consumption Details are calculated on the basis of his actual energy usage; and
  - (ii) where sub-paragraph (b) of the definition of Annual Consumption Details in standard condition 1 applies, a statement to the effect that the Domestic Customer’s Annual Consumption Details are calculated on the basis of his estimated energy usage;
- (n) “[Entry 14]” with text setting out (in kWh) the Domestic Customer’s Annual Consumption Details;
- (o) “[Entry 15]” with text setting out the Domestic Customer’s Estimated Annual Costs;
- (p) ~~(not used) “[Entry 16]” with text setting out the Tariff Comparison Rate which applies to the Domestic Customer. Unless the Authority has issued a direction under paragraph 31B.9 which applies to the Tariff, where the Tariff to which the Tariff Information Label applies is either:~~
  - ~~(i) a Time of Use Tariff; or~~
  - ~~(ii) an Excluded Staggered Charging Tariff;~~

~~the licensee must replace “[Entry 16]” with the text “Not applicable”;~~
- (q) “[Entry ~~17~~16]” with text setting out:
  - (i) 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;

- (ii) the information required by paragraph 31E.11 of standard condition 31E; and
- (iii) 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).

S4.16 The licensee must also populate Zone F with:

- (a) under the subheading "Key contractual terms", text setting out the Relevant Principal Terms which are not included pursuant to the requirements of S4.14 and S4.15, where necessary using an additional page;
- (b) under a suitable heading, text setting out brief, easy-to-understand explanations of key industry terminology;
- (c) under a suitable heading, text setting out the information required by subparagraph 31C.5(e), to the extent that the information is not already incorporated pursuant to the requirements of S4.14 and S4.15; and
- (d) any other information that must be included to comply with the licensee's regulatory obligations, where necessary using an additional page.

## **~~Standard c~~ Condition 31B. Tariff Information Label**

### **Tariff Information Label**

31B.1 In respect of each of its Tariffs which are Operational, the licensee must prepare and keep up-to-date information (hereafter referred to as the "Tariff Information Label") which:

- (a) is set out in Writing;
- (b) has text which must not be smaller than nine points in size, using the desktop publishing point system;
- (c) uses the precise format specified in Part 1 of Schedule 1 to standard condition 31B;
- (d) contains the information which is required or permitted by virtue of Schedule 1 to standard condition 31B; and
- (e) contains no other information.

31B.2 ~~(Not used) Subject to paragraph 31C.6 of standard condition 31C in respect of the Tariff Comparison Rate, where any change or changes will take place that affect the information required to be included on a Tariff Information label, the licensee must~~

~~take all reasonable steps to ensure that Tariff Information Label is updated on or before the date the change or changes take effect.~~

### **Provision and publication of Tariff Information Labels**

31B.3 If any Relevant Person requests a copy of any Tariff Information Label, the licensee must provide a Written copy to that person free of charge within 5 days after the day the request was received or as soon as reasonably practicable thereafter.

31B.4 If the licensee or any Affiliate Licensees have a Website, the licensee must publish each Tariff Information Label prepared pursuant to paragraph 31B.1 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.

31B.5 If the licensee or any Affiliate Licensees have a Website, the licensee may also, in the same position as it publishes each Tariff Information Label pursuant to 31B.4, offer any person the opportunity to obtain Tariff Information Labels that are tailored to that person's individual circumstances or preferences, by allowing that person to enter additional information.

31B.6 Where the licensee or Affiliate Licensee offers a person the opportunity to obtain tailored Tariff Information Labels as provided by paragraph 31B.5 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 Information Label by entering no more information than their address or postcode.

31B.7 Where any Representative of the licensee provides a Tariff Information Label (or information contained in a Tariff Information Label) in respect of the licensee's Tariffs, the licensee must take all reasonable steps to ensure that the Representative uses an up-to-date version of the applicable Tariff Information Label.

31B.8 ~~(Not used) Subject to paragraph 31B.9 and Schedule 1 to standard condition 31B, the information which is required by virtue of Schedule 1 to standard condition 31B does not require the licensee to provide details of TIL Estimated Annual Costs for:~~

~~(a) a Time of Use Tariff; and~~

~~(b) an Excluded Staggered Charging Tariff.~~

### **~~Power to direct the use of the TIL Estimated Annual Costs in respect of Time of Use Tariffs and/or Staggered Charging Tariffs~~**

31B.9 ~~(Not used) Subject to paragraph 31B.10, the licensee must comply with any directions relating to SLC 31B Relevant Time of Use Matters and/or SLC 31B Staggered Charging Matters which, following consultation, the Authority may issue and may from time to time revise (following further consultation).~~

31B.10 ~~(Not used) Unless the licensee otherwise consents, a direction under paragraph 31B.9 will only take effect after the Authority has given the licensee at least two months Notice.~~

### **Guidance**

31B.11 The licensee must have regard to any guidance on standard condition 31B (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

31B.12 The licensee is not required to comply with standard condition 31B to such extent and subject to such conditions as the Authority may from time to time direct.

## Definitions for condition

31B.13 In this condition:

**"Operational"** means any Tariff which is available to Domestic Customers or which still applies to any Domestic Customers (including, but not limited to, Live Evergreen Tariffs, Closed Fixed Term Tariffs, and Dead Tariffs).

~~**"SLC 31B 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 TIL Estimated Annual Costs;~~
- ~~(b) requirements as to how the TIL Estimated Annual Costs is used, displayed and communicated;~~
- ~~(c) requirements relating to information which has to be displayed or communicated in conjunction with the TIL Estimated Annual Costs; and~~
- ~~(d) the methodology which must be used to calculate the TIL Estimated Annual Costs.~~

~~**"SLC 31B 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 TIL Estimated Annual Costs;~~
- ~~(b) requirements as to how the TIL Estimated Annual Costs is used, displayed and communicated;~~
- ~~(c) requirements relating to information which has to be displayed or communicated in conjunction with the TIL Estimated Annual Costs; and~~
- ~~(d) the methodology which must be used to calculate the TIL Estimated Annual Costs.~~

~~**"TIL Estimated Annual Costs"** means the total amount in pounds sterling (inclusive of value added tax) based on the following calculation: the Tariff Comparison Rate multiplied by the Ofgem Consumption Details and then divided by 100.~~

## Schedule 1 to standard condition 31B

### Part 1

S1.1 The licensee must ensure that the Tariff Information Label is displayed in a format that is fully consistent with the template picture below and, subject to the

requirements of Part 2, contains all of the information that appears in the template picture:

## Your tariff information

About your [Entry 1] tariff	
Supplier	[Entry 2]
Tariff name	[Entry 3]
Tariff type	[Entry 4]
Payment method	[Entry 5]
Unit rate	[Entry 6]
Standing charge	[Entry 7]
Tariff ends on	[Entry 8]
Price guaranteed until	[Entry 9]
Exit fees (if you cancel this tariff before the end date)	[Entry 10]
Discounts and additional charges	[Entry 11]
Additional products or services included	[Entry 12]
Illustrative [Entry 13] cost on this tariff	
Assumed annual consumption	[Entry 14]
Estimated annual cost	[Entry 15]
Tariff Comparison Rate (TCR)	[Entry 16]
[Entry 17]	[Entry 18]

### Frequently asked questions

- What is a kWh (kilowatt-hour)?  
[Entry 19]
- What is the Tariff Comparison Rate (TCR)?  
[Entry 20]
- [Entry 21]

## Part 2

S1.2 In respect of each of its Tariffs for which a Tariff Information Label must be prepared and kept up-to-date pursuant to paragraph 31B.1, the licensee must ensure that the contents of the template picture shown in Schedule 1 are populated in accordance with paragraphs S.1.3 to S.1.26.

S1.3 The licensee must replace “[Entry 1]” with the text “Electricity”.

S.1.4 The licensee must replace “[Entry 2]” with text setting out the brand name it uses to refer to the relevant supplier, followed by the registered company name of the licensee in round brackets.

S1.5 The licensee must replace “[Entry 3]” with text setting out the Exact Tariff Name.

S1.6 The licensee must replace “[Entry 4]” with text setting out a brief description of the Tariff Type.

S1.7 Subject to paragraph S1.7B, the licensee must replace “[Entry 5]” with text setting out the Exact Payment Method.

S1.7A This paragraph applies where:

- (a) 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 Information Labels on that basis (a “No Payment Method Differential Tariff Information Label”); and
- (b) the licensee:
  - (i) does not supply a Domestic Customer and the licensee or any Representative provides that Domestic Customer with a Tariff Information Label, 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), the Tariff Information Label is being provided at the same time as Principal Terms; or
  - (ii) does supply a Domestic Customer and the licensee or any Representative provides that Domestic Customer with a Tariff Information Label in respect of a Tariff which is different to the Tariff which applies to the Domestic Customer’s Domestic Supply Contract or Deemed Contract.

S1.7B Where paragraph S1.7A applies, instead of providing a separate Tariff Information Label for each separate Tariff which has a different payment method, the licensee may provide a single Tariff Information Label along with information setting out all of the Exact Payment Methods which are applicable to the No Payment Method Differential Tariff Information Label.

S1.8 The licensee must replace “[Entry 6]” with text setting out the Relevant Unit Rate (or, where applicable, Relevant Unit Rates, adding additional rows where necessary) for the Tariff which must be inclusive of value added tax at the applicable rate.

S1.9 The licensee must replace “[Entry 7]” with text setting out the Relevant Standing Charge (or, where applicable, Relevant Standing Charges, adding additional rows where necessary) for the Tariff which must be inclusive of value added tax at the applicable rate.

S1.10 The licensee must replace “[Entry 8]” with:

- (a) in the case of a Fixed Term Supply Contract which does not have a Staggered Charging Tariff, text setting out the date (in the format of day, month, year) when the fixed term period ends (or if that date is not ascertainable the duration of the fixed term period); or
- (b) in the case of a Fixed Term Supply Contract which does have a Staggered Charging Tariff, text setting out the date (in the format of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the total duration of all the fixed term periods); or
- (c) in the case of an Evergreen Supply Contract or a Deemed Contract, text which briefly describes the fact that there is no end date.

S1.11 The licensee must replace “[Entry 9]” with text setting out, where the Charges for the Supply of Electricity of a Domestic Supply Contract are guaranteed for a fixed term period, the date (in the format of day, month, year) when the fixed term period ends. Where the Charges for the Supply of Electricity of a Domestic Supply Contract are not guaranteed for a fixed term period, the licensee must replace “[Entry 9]” with the text “Not applicable”.

S1.12 The licensee must replace “[Entry 10]” with text setting out the amount in pounds sterling of any Termination Fee. If a Termination Fee does not apply, the licensee must replace “[Entry 10]” with the text “Not applicable”.

S1.13 The licensee must replace “[Entry 11]” with text setting out any Discounts (excluding any Bundled Products which are Discounts and any Reward Points Discounts) and additional charges (excluding charges which relate to Bundled Products) which apply to the Tariff including the relevant amount in pounds sterling (which must be inclusive of value added tax at the applicable rate) and a brief description of the Discount or additional charge. If neither Discounts nor additional charges apply, the licensee must replace “[Entry 11]” with the text “Not applicable”.

S1.14 The licensee must replace “[Entry 12]” with text setting out:

- (a) a brief description (including information about any charges, which must be inclusive of value added tax at the applicable rate) of any Tied Bundle (including a Tied Bundle which is a Discount) and any Reward Points Discounts included in the Tariff;
- (b) where applicable, a statement to the effect that Optional Bundles may be available; and
- (c) if neither Tied Bundles nor Reward Points Discounts are included and no Optional Bundles are available, the licensee must replace “[Entry 12]” with the text “Not applicable”.

~~S1.15 - S1.21 (Not used) The licensee must replace “[Entry 13]” with the same text with which it replaces “[Entry 1]”.~~

~~S1.16 Subject to S1.17 and S1.18 below, the licensee must replace “[Entry 14]” with text setting out in kWh the Ofgem Consumption Details.~~

~~S1.17 Unless the Authority has issued a direction under paragraph 31C.10 of standard condition 31C which applies to the Tariff, where the Tariff to which the Tariff Information Label applies is either:~~

- ~~(a) a Time of Use Tariff; or~~
- ~~(b) an Excluded Staggered Charging Tariff;~~

~~the licensee must replace “[Entry 14]” with the text “Not applicable”.~~

~~S1.18 Where the licensee provides the Domestic Customer with:~~

- ~~(a) the Domestic Customer’s Estimated Annual Costs in relation to a Tariff; and~~
- ~~(b) at the same time, a Tariff Information Label in relation to that Tariff;~~

~~the licensee must replace “[Entry 14]” with text setting out a statement to the effect that Domestic Customer’s Estimated Annual Costs is provided separately.~~



~~S1.19 Subject to S1.20 below, the licensee must replace “[Entry 15]” with text setting out the TIL Estimated Annual Costs applicable to the Ofgem Consumption Details. Unless the Authority has issued a direction under paragraph 31B.9 which applies to the Tariff, where the Tariff to which the Tariff Information Label applies is either:~~

- ~~(a) a Time of Use Tariff; or~~
- ~~(b) an Excluded Staggered Charging Tariff;~~

~~the licensee must replace “[Entry 15]” with the text “Not applicable”.~~

~~S1.20 Where the licensee provides the Domestic Customer with:~~

- ~~(a) the Domestic Customer’s Estimated Annual Costs in relation to a Tariff; and~~
- ~~(b) at the same time, a Tariff Information Label in relation to that Tariff;~~

~~the licensee must replace “[Entry 15]” with text setting out a statement to the effect that the Domestic Customer’s Estimated Annual Costs is provided separately.~~

~~S1.21 The licensee must replace “[Entry 16]” with text setting out the Tariff Comparison Rate applicable to the Ofgem Consumption Details. Unless the Authority has issued a direction under paragraph 31B.9 which applies to the Tariff, where the Tariff to which the Tariff Information Label applies is either:~~

- ~~(a) a Time of Use Tariff; or~~
- ~~(b) an Excluded Staggered Charging Tariff;~~

~~the licensee must replace “[Entry 16]” with the text “Not applicable”.~~

S1.22 The licensee must replace “[Entry 17~~3~~]” with text setting out:

- (a) 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;
- (b) the information required by paragraphs 31E.9 and 31E.11 of standard condition 31E; and
- (c) any brief additional text the licensee considers necessary to ensure that the contents of the Tariff Information Label are not misleading.

S1.23 The licensee must replace “[Entry 18~~4~~]” with text setting out a brief answer to the question: “What is a kWh (kilowatt-hour)?”

~~S1.24 (Not used) The licensee must replace “[Entry 19]” with text setting out a brief answer (which is designed to promote the benefits of the Tariff Comparison Rate) to the question: “What is the Tariff Comparison Rate (TCR)?”.~~

S1.25 The licensee may replace “[Entry 20~~15~~]” with:

- (a) text relating to up to three additional frequently asked questions; or
- (b) a blank space.

## ~~Condition 31C. Tariff Comparison Rate (Not used)~~

~~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) 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) 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 subparagraph 22C.11(a) of standard condition 22C or subparagraph 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.~~

### Schedule 3

#### LIST OF RELEVANT LICENCE HOLDERS

1 North Utilities Ltd	Kensington Power Limited
1st Direct Utilities Plc	Labrador Ltd
Addito Supply Limited	Lavender Energy Supply Limited
Affect Energy Ltd	Lily Energy Supply Limited
Arto.Energy Limited	Limejump Energy Limited
Avro Energy Limited	Loco2 Energy Supply Ltd.
Axis Telecom Limited	Logicor Energy Limited
AXPO UK Limited	Marble Power Limited
Barbican Power Limited	Mattina Limited
Better Energy Supply Limited	Mongoose Energy Supply Limited
Bluebell Energy Supply Limited	MVV Environment Services Limited
Breeze Energy Supply Limited	MyLife Home Energy Limited
Brilliant Energy Supply Limited	Nabuh Energy Ltd
Bristol Energy & Technology Services (Supply) Limited	Nationwide Electricity Limited
British Gas Trading Limited	Neas Energy Limited
Brook Green Trading Limited	Newport Energy Limited
Bruntwood Energy Services Limited	Nilo Energy Limited
Bryt Energy Limited	Npower Direct Limited
Bulb Energy Ltd	Npower Limited
Business Power and Gas Limited	Npower Northern Limited
Cardiff Energy Supply Limited	Npower Northern Supply Limited
Celesto Enterprises Limited	Npower Yorkshire Limited
CNG Electricity Limited	Npower Yorkshire Supply Limited
Co-Operative Energy Limited	Octopus Energy Limited
Corona Energy Retail 4 Limited	Oneselect Limited
Coulomb Energy Supply Limited	Opal Energy Limited
Crown Oil Limited	Opus Energy (Corporate) Limited
Daisy Energy Supply Limited	Opus Energy Limited
Dirac Energy Supply Limited	Opus Energy Renewables Limited
Dong Energy Power Sales UK Limited	Our Power Energy Supply Limited
Donnington Energy Limited	OVO Electricity Limited
Earl Power Supply Limited	Paddington Power Limited
Economy Energy Supply Limited	Palladium Energy Supply Limited
Economy Energy Trading Limited	Pan-Utility Limited
EDF Energy Customers Plc	People's Energy (Supply) Limited
Edgware Energy Limited	PFP Energy Supplies Limited
Eddington Energy Supply Limited	Planet 9 Energy Limited
Effortless Energy Ltd.	Pozitive Energy Ltd
E (Gas and Electricity) Limited	Prozana Limited
Electraphase Ltd	Pure Planet Limited
Electricity Plus Supply Limited	Putney Energy Limited
ElectroRoute Supply Limited	Queensbury Energy Limited
Emexconsult Limited	Rayleigh Energy Supply Limited
Eneco Energy Trade BV	Robin Hood Energy Limited
Energy COOP Limited	Rockfire Energy Limited
ENGIE Power Limited	Rose Energy Supply Limited
Enstroga Ltd	Rutherford Energy Supply Limited



E.ON Energy Solutions Limited  
Euston Energy Limited  
Eversmart Energy Ltd  
Extra Energy Supply Limited  
Faraday Energy Supply Limited  
Farmoor Energy Limited  
Farringdon Energy Limited  
First Utility Limited  
Flow Energy Limited  
Foxglove Energy Supply Limited  
Future Energy Utilities Ltd  
GEN4U Ltd  
GNERGY Limited  
Golding Energy Limited  
Good Energy Limited  
Green Energy (UK) plc  
Greengen Direct Limited  
Green Network Energy Ltd  
Hartree Partners Supply (UK) Limited  
Haven Power Limited  
Hawking Energy Supply Limited  
Highclare Trading Limited  
Holborn Energy Limited  
Home Counties Energy Plc  
Huddle Energy Limited  
Hudson Energy Supply UK Limited  
Hyde Park Energy Limited  
Igloo Energy Supply Limited  
Inverno Limited  
Iresa Limited  
I Supply Energy Limited  
ICS Energy Limited  
Jacob Developments Limited  
KAL-Energy Limited  
Saphir Energy Limited  
Satus Energy Limited  
Scottish Power Energy Retail Limited  
Simple Electricity Ltd  
Simple Energy Scotland Limited  
Simplest Energy Ltd  
Simply Electricity Limited  
Singola Limited  
Sinq Power Limited  
Smart Electricity Limited  
Smarter Eco Energy Ltd  
Snowdrop Energy Supply Limited  
So Energy Trading Limited  
South Wales Electricity Limited  
Spalt Energy Limited  
Spark Energy Supply Limited  
Squeaky Clean Energy Limited  
SSE Energy Supply Limited  
Sunflower Energy Supply Limited  
Supply Energy Limited  
Switch Business Gas and Power Ltd  
Symbio Energy Limited  
Temple Energy Limited  
The Energy Support Bureau Limited  
The Renewable Energy Company Limited  
Thistle Energy Supply Limited  
Together Energy Supply Limited  
Tonik Energy Limited  
Toto Energy Ltd.  
Trio Utilities Ltd  
UK Healthcare Corporation Limited  
Utilita Energy Limited  
Vavu Power Limited  
Zebra Power Limited