

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

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

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

WHEREAS

1. Each of the companies to whom this document is addressed has an electricity supply licence which has been granted or treated as granted under 6(1)(d) of the Electricity Act 1989 (“the Act”).
2. In accordance with section 11A(2), (3) and (4) of the Act the Gas and Electricity Markets Authority (“the Authority”)¹ gave notice on 22 June 2017 (“the Notice”) that it proposed modifying the following standard conditions:
 - Standard condition 7B (Customer Objective and Standards of Conduct for non-domestic supply activities);
 - Standard condition 25C (Customer Objective and Standards of Conduct for supply activities);
 - Standard condition 5 (Provision of Information to Authority and data retention);
 - Standard condition 10 (Restriction or revocation of licence);
 - Standard condition 12A (Matters relating to Theft of Electricity);
 - Standard condition 14A (Customer Transfer);
 - Standard condition 21 (Fuel mix disclosure arrangements); and
 - Standard condition 25B (Interoperability of Advanced Domestic Meters).
3. Under the Notice, we also proposed to add two new standard conditions to all electricity supply licences. These two new standards conditions replace standard conditions 25C and 7B mentioned above:
 - Standard condition 0 (Treating Domestic Customers Fairly); and
 - Standard condition 0A (Treating Microbusiness Consumers Fairly).
4. In the Notice we stated that any representations to the modification proposal must be made on or before 24 July 2017.
5. 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.
6. We received 15 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 in the accompanying letter. This letter is available online at: <https://www.ofgem.gov.uk/publications-and-updates/final-decision-standards-conduct-suppliers-retail-energy-market>
7. The Authority has carefully considered the representations made and, subject to two minor typographical changes (which are set out in Schedule 1), has decided that it is not necessary to make any alterations to the modifications set out in the

¹ The terms “the Authority”, “we” and “us” are used interchangeably in this document.

Notice published on 22 June 2017. Therefore, the Authority has decided to proceed with the modification proposed in the Notice.

8. In accordance with section 49A of the Act, the reasons for making the licence modification are to implement the policy stated in the documents referred to below. The effects of this modification are also described in the documents referred to below:
 - [Final Decision – Standards of Conduct for suppliers in the retail energy market](#), 14 August 2017;
 - [Statutory Consultation – Standards of Conduct for suppliers in the retail energy market](#), 22 June 2017; and
 - [Standards of Conduct for suppliers in the retail energy market](#), 30 January 2017.
9. In summary, this modification is being made for a number of reasons. Firstly, we are replacing the existing domestic and non-domestic Standards of Conduct (standard condition 25C and 7B respectively) with two new standard conditions (standard condition 0 and 0A respectively) so that these principles-based obligations are at the front of the electricity supply licence. This will have the effect of making the Standards of Conduct more prominent and easier for stakeholders to access.
10. We are also amending the “Fairness Test” and removing the “all reasonable steps” compliance threshold within the domestic and non-domestic Standards of Conduct. The reason we are making these changes is because we want to ensure supplier conduct leads to improved experiences for consumers, thereby boosting trust and engagement levels in the retail market. To drive the achievement of this policy intent, we consider fair customer treatment should be assessed against the outcomes experienced by customers, and not the impact on suppliers or their attempts to secure compliance.
11. For the domestic Standards of Conduct only, we are also adding broad principles to this standard condition that require suppliers to enable domestic customers to make informed choices and to seek to identify domestic customers in vulnerable situations and respond to their needs.
12. The reason for introducing the broad “informed choices” principle is to:
 - provide an unambiguous signpost of our policy objective that consumers are able to make informed choices;
 - emphasise our expectation that suppliers should proactively seek to understand the information consumers need, and then act on these insights; and
 - provide effective, future-proof protection that helps ensure consumers can make an informed choice about a range of products, services or information relevant to their electricity supply.
13. The effect of the broad informed choices principle is to require suppliers to ensure the information they provide domestic customers is sufficient, in terms of both quality and quantity, to enable a domestic customer to make informed choices about a wide range of factors related to their electricity supply.
14. The reason for introducing the broad vulnerability principle is to make it clear that suppliers have a special responsibility to treat vulnerable customers fairly. Its effect is to place an obligation on suppliers to seek to identify domestic customers in vulnerable situations in an appropriate and effective manner. The principle also requires suppliers to respond to these domestic customers in a way that takes into account their vulnerability.

15. In addition to the aforementioned modifications, we will also be:
 - Amending the broad principle currently in standard condition 25C.4(b)(iv) and 7B.4(b)(iv), which is a consequential change as a result of the changes to the Fairness Test. This amendment makes it clear that unfair terms are still prohibited under the domestic and non-domestic Standards of Conduct.
 - Removing from the domestic and non-domestic Standards of Conduct the requirement for licensees to publish a “treating customers fairly” (TCF) statement. The reason we are proposing to remove this requirement is because customer interest in, and the effectiveness of, the TCF statement is low. The effect of this change is that licensees will no longer be required to prepare these statements and make them available to customers.
16. Taken together, the modifications to the Standards of Conduct will have the effect of placing a greater onus on suppliers to treat customers fairly and strengthen our ability to take swift action, including compliance action, where customers need protection from harm. The changes will also better enable us to rely less on prescriptive rules, thereby freeing up more space for suppliers to innovate and compete for customers.
17. The other licence modifications we are making relate to our information gathering powers. We are amending standard condition 5 because we want to ensure we can continue to monitor the market effectively as we move to a greater reliance on principles-based obligations that allow suppliers to comply in a variety of different, innovative ways. The effect of this amendment is to allow us to require the production of information for the purpose of our market monitoring function pursuant to section 47 of the Electricity Act 1989.
18. As a consequence of the modifications to standard condition 5, we are also removing a number of information gathering provisions within standard conditions 10, 12A, 14A, 21 and 25B. The reason we are making these amendments is because these provisions will duplicate the information gathering powers we will have under a modified standard condition 5. The intended effect of removing these other information gathering provisions is that this will make the electricity supply licence shorter and simpler. These consequential modifications are not intended to change the effect that these existing reporting obligations have had on licensees.
19. 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 Rules² 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”.

NOW THEREFORE

In accordance with 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 the attached Schedule 2. This decision will take effect from 10 October 2017, which is at least 56 days from the publication of this notice.

² 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.

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**

14 August 2017

Schedule 1

CHANGES TO THE DRAFTING OF THE MODIFICATIONS FOLLOWING STATUTORY CONSULTATION

| Standard condition | Change following statutory consultation | Reason for change |
|--|---|---|
| Punctuation at the end of paragraph 0A.3 of standard condition 0A. | Delete semicolon at the end of this paragraph and insert a full stop. | Correcting typographical error in statutory consultation. |
| Subtitle before paragraph 14A.9 of standard condition 14A. | Delete subtitle "Information for Authority". | Correcting typographical error in statutory consultation. |

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. 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 0. Treating Domestic Customers Fairly

Customer Objective

0.1 The objective of this condition is for the licensee and any Representative to ensure that each Domestic Customer, including each Domestic Customer in a Vulnerable Situation, is treated Fairly ("the Customer Objective").

Achieving the Standards of Conduct

0.2 The licensee must, and must ensure that its Representatives, achieve the Standards of Conduct in a manner consistent with the Customer Objective.

0.3 The Standards of Conduct are that the licensee and any Representative:

- a) behave and carry out any actions in a Fair, honest, transparent, appropriate and professional manner;
- b) provide information (whether in Writing or orally) to each Domestic Customer which:
 - i. is complete, accurate and not misleading (in terms of the information provided or omitted);
 - ii. is communicated (and, if provided in Writing, drafted) in plain and intelligible language with more important information being given appropriate prominence;
 - iii. relates to products or services which are appropriate to the Domestic Customer to whom it is directed;
 - iv. in terms of its content and in terms of how it is presented, does not create a material imbalance in the rights, obligations or interests of the licensee and the Domestic Customer in favour of the licensee; and
 - v. is sufficient to enable the Domestic Customer to make informed choices about their supply of electricity by the licensee;
- c) in relation to customer service arrangements:
 - i. make it easy for a Domestic Customer to contact the licensee;
 - ii. act promptly and courteously to put things right when the licensee or any Representative makes a mistake; and
 - iii. otherwise ensure that customer service arrangements and processes are complete, thorough, fit for purpose and transparent;
- d) in relation to Domestic Customers in Vulnerable Situations:

- i. seek to identify each Domestic Customer in a Vulnerable Situation, in a manner which is effective and appropriate, having regard to the interests of the Domestic Customer; and
- ii. when applying the Standards of Conduct in paragraphs (a) to (c) above, do so in a manner which takes into account any Vulnerable Situation of each Domestic Customer identified in accordance with (d)(i) above or otherwise.

Scope of condition

- 0.4 Standard condition 0 only applies to the licensee if:
 - a) the Secretary of State has provided, by a scheme made under Schedule 7 to the Utilities Act 2000, that Section B of the standard conditions will have effect; or
 - b) the Authority has issued a Domestic Supply Direction to the licensee under paragraph 3.3 of standard condition 3.
- 0.5 Subject to paragraph 0.6, standard condition 0 applies to all activities of the licensee and any Representative which involve, or otherwise relate to, dealings with a Domestic Customer.
- 0.6 Apart from any matters relating to Deemed Contracts, standard condition 0 does not apply in respect of the amount or amounts of any Charges for the Supply of Electricity or any other type of charge or fee, applied or waived.
- 0.7 Standard Condition 0 applies to the exercise of a licensee’s discretion to apply or waive any fee or charge.

Guidance

- 0.8 The licensee must have regard to any guidance on standard condition 0 (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 has issued, may issue and may from time to time revise (following further consultation).

Definitions

- 0.9 For the purposes of this condition:

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| <u>Customer Objective</u> | <u>Is to be interpreted in accordance with paragraph 0.1.</u> |
| <u>Fair and cognate expressions</u> | <u>The licensee or any Representative would not be regarded as treating a Domestic Customer Fairly if their actions or omissions give rise to a likelihood of detriment to the Domestic Customer, unless the detriment would be reasonable in all the relevant circumstances.</u> |
| <u>Standards of Conduct</u> | <u>Means one or more of sub-paragraphs 0.3(a) to (d).</u> |
| <u>Vulnerable Situation</u> | <u>Means the personal circumstances and characteristics of each Domestic Customer create a situation where he or she is:</u> <u>(a) significantly less able than a typical Domestic Customer to protect or represent his or her interests;</u> <u>and/or</u> <u>(b) significantly more likely than a typical Domestic Customer to suffer detriment or that detriment is likely to be more substantial.</u> |

Condition 0A. Treating Microbusiness Consumers Fairly

Customer Objective

0A.1 The objective of this condition is for the licensee to ensure that each Micro Business Consumer is treated Fairly ("the Customer Objective").

Achieving the Standards of Conduct

0A.2 The licensee must ensure it achieves the Standards of Conduct in a manner consistent with the Customer Objective.

0A.3 The Standards of Conduct are that the licensee:

- a) behaves and carries out any actions in a Fair, honest, transparent, appropriate and professional manner;
- b) provides information (whether in Writing or orally) to each Micro Business Consumer which:
 - i. is complete, accurate and not misleading (in terms of the information provided or omitted);
 - ii. is communicated (and, if provided in Writing, drafted) in plain and intelligible language with more important information being given appropriate prominence;
 - iii. relates to products or services which are appropriate to the Micro Business Consumer to whom it is directed; and
 - iv. in terms of its content and in terms of how it is presented, does not create a material imbalance in the rights, obligations or interests of the licensee and the Micro Business Consumer in favour of the licensee;
- c) in relation to customer service arrangements:
 - i. makes it easy for a Micro Business Consumer to contact the licensee;
 - ii. acts promptly to put things right when the licensee makes a mistake; and
 - iii. otherwise ensures that customer service arrangements and processes are fit for purpose and transparent.

Scope of Condition

0A.4 Standard condition 0A applies to all Designated Activities in respect of a Micro Business Consumer.

0A.5 Apart from any matters relating to Deemed Contracts, standard condition 0A does not apply in respect of the amount or amounts of any Charges for the Supply of Electricity or any other type of charge or fee, applied or waived.

0A.6 Standard Condition 0A applies to the exercise of a licensee's discretion to apply or waive any fee or charge.

0A.7 In the event of a conflict between this condition and paragraph 14.2 of standard condition 14, this condition will prevail.

Guidance

0A.8 The licensee must have regard to any guidance on standard condition 0A (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 has issued, may issue and may from time to time revise (following further consultation).

Definitions

0A.9 For the purposes of this condition:

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| <u>"Billing"</u> | <u>all matters relating to the provision of a Bill or statement of account to a Customer, including the content and calculations relating to such a Bill or statement of account and the collection and use of information relating to the consumption of electricity.</u> |
| <u>"Contractual Information"</u> | <u>includes the drafting and content of a Non-domestic Supply Contract or Deemed Contract and the provision of information relating to the Non-domestic Supply Contract or Deemed Contract that applies to a Micro Business Consumer which is being supplied by the licensee.</u> |
| <u>"Customer Objective"</u> | <u>Is to be interpreted in accordance with paragraph 0A.1.</u> |
| <u>"Customer Transfers"</u> | <u>includes, but is not limited to, any matters that relate to a Customer's ability to change supplier and/or affect the timeframe for changing supplier (including related terms and conditions of a Non-domestic Supply Contract or Deemed Contract that applies to a Micro Business Consumer).</u> |
| <u>"Designated Activities"</u> | <u>mean each of the following:</u> <ul style="list-style-type: none"> a) <u>the accuracy of a Bill or statement of Account;</u> b) <u>the timeframe for a Micro Business Consumer receiving a Bill or statement of account and the timeframe for the payment of a Bill;</u> c) <u>any written or oral communications regarding Billing or Contractual Information;</u> d) <u>Customer Transfers;</u> e) <u>any matters relating to Deemed Contracts; and</u> f) <u>any matters which fall within the scope of standard conditions 7A, 14, 14A and 21B (in so far as they relate to a Micro Business Consumer).</u> |
| <u>"Fair" and cognate expressions</u> | <u>The licensee would not be regarded as treating a Micro Business Consumer Fairly if their actions or omissions give rise to a likelihood of detriment to the Micro Business Consumer, unless the detriment would be reasonable in all the relevant circumstances.</u> |
| <u>"Micro Business Consumer"</u> | <u>has the meaning given in standard condition 7A.</u> |

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| <u>"Standards of Conduct"</u> | <u>Means one or more of sub paragraphs 0A.3 (a) to (c)</u> |
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Condition 5. Provision of information to Authority and data retention

- 5.1 After receiving a request from the Authority for Information that it may reasonably require or that it considers may be necessary to enable it to perform any functions given or transferred to it by or under any legislation, including any functions conferred on the Authority by or under the Regulation, the licensee must give that Information to the Authority when and in the form requested.
- 5.2 The licensee is not required to comply with paragraph 5.1 if: the licensee could not be compelled to produce or give the Information in evidence in civil proceedings before a court.
- ~~(a) — the Information is required by the Authority to enable it to perform its functions under section 47 of the Act; or~~
- ~~(b) — the licensee could not be compelled to produce or give the Information in evidence in civil proceedings before a court.~~
- 5.3 After receiving a request from the Authority for reasoned comments on the accuracy and text of any Information relating to the licensee's activities under or pursuant to this licence which the Authority proposes to publish under section 48 of the Act, the licensee must give such comments to the Authority when and in the form requested.
- 5.4 The Authority's power to request Information under this condition is additional to its power to call for information under or pursuant to any other condition of this licence.

Data retention

- 5.5 The licensee shall keep, for at least five years, the Relevant Data relating to any transactions in electricity supply contracts and electricity derivatives with wholesale customers, transmission system operators or any person who sells electricity to the licensee, which have been entered into by the licensee on or after the day after the day on which the Electricity and Gas (Internal Markets) Regulations 2011 are made.
- 5.6 With respect to transactions in electricity derivatives, the obligation to keep the Relevant Data shall only apply once the European Commission has adopted guidelines pursuant to paragraph 4 of Article 40 of the Directive.
- 5.7 After receiving a request from the Authority for the Relevant Data, the licensee must give the Relevant Data to the Authority when and in the form requested.
- 5.8 Paragraphs 5.5 and 5.7 do not require the licensee to keep Relevant Data in respect of any feed-in tariff arrangements entered into by the licensee in accordance with Condition 33 or 34.

Definitions for condition

- 5.9 For the purposes of this condition:

“Relevant Data” means details on the characteristics of all transactions in electricity supply contracts and electricity derivatives with wholesale customers, transmission system operators, or any person who sells electricity to the licensee, including but not limited to the duration, delivery and settlement rules, the quantity, the dates and times of execution and the transaction prices and means of identifying the wholesale customer concerned, as well as specified details of all unsettled electricity supply contracts and electricity derivatives.

Condition 7B. Customer Objective and Standards of Conduct for non-domestic supply activities (Not Used – refer to standard condition 0A)

~~Application of standard condition~~

~~7B.1 Standard condition 7B applies to all Designated Activities in respect of a Micro Business Consumer.~~

~~Customer Objective~~

~~7B.2 The objective of this condition is for the licensee to ensure that each Micro Business Consumer is treated fairly (‘the Customer Objective’).~~

~~7B.3 For the purposes of this condition, the licensee would not be regarded as treating a Micro Business Consumer fairly if their actions or omissions:~~

~~(a) significantly favour the interests of the licensee; and~~

~~(b) give rise to a likelihood of detriment to the Micro Business Consumer.
Standards of Conduct~~

~~7B.4 The Standards of Conduct are that:~~

~~(a) the licensee behaves and carries out any actions in a Fair, honest, transparent, appropriate and professional manner;~~

~~(b) the licensee provides information (whether in Writing or orally) to each Micro Business Consumer which:~~

~~(i) is complete, accurate and not misleading (in terms of the information provided or omitted);~~

~~(ii) is communicated (and, if provided in Writing, drafted) in plain and intelligible language;~~

~~(iii) relates to products or services which are appropriate to the Micro Business Consumer to whom it is directed; and~~

~~(iv) 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);~~

~~(c) the licensee:~~

~~(i) makes it easy for a Micro Business Consumer to contact the licensee;~~

~~(ii) acts promptly to put things right when the licensee makes a mistake, and~~

~~(iii) otherwise ensures that customer service arrangements and processes are fit for purpose and transparent.~~

~~Compliance with the Standards of Conduct~~

~~7B.5 The licensee must take all reasonable steps to achieve the Standards of Conduct and ensure that it interprets and applies the Standards of Conduct in a manner consistent with the Customer Objective.~~

~~7B.6 In the event of a conflict between this condition and paragraph 14.2 of standard condition 14, this condition will prevail.~~

~~Exception to scope of condition~~

~~7B.7 Apart from any matters relating to Deemed Contracts, standard condition 7B does not apply in respect of the amount or amounts of any Charges for the Supply of Electricity or any other type of charge.~~

~~Provision and publication of information~~

~~7B.8 The licensee must prepare and update annually information (hereafter referred to as the "Treating Customers Fairly Statement") which:~~

~~(a) is set out in Writing;~~

~~(b) uses a heading which clearly highlights that the information relates to how the licensee is seeking to treat customers fairly; and~~

~~(c) includes the following information:~~

~~(i) the main actions taken and being taken by the licensee in line with the Customer Objective and Standards of Conduct; and~~

~~(ii) the service and treatment Micro Business Consumers can expect from the licensee.~~

~~7B.9 If the licensee or any Affiliate Electricity Licensee has a Website, the licensee must publish the Treating Customers Fairly Statement on that Website in a position that is capable of easily being accessed by any person.~~

~~7B.10 If any person requests a copy of Treating Customers Fairly Statement, the licensee must provide a Written copy to that person free of charge as soon as reasonably practicable.~~

~~Guidance~~

~~7B.11 The licensee must have regard to any guidance on standard condition 7B (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).~~

~~Definitions for condition~~

7B.12— For the purposes of this condition:

~~"Billing"~~

~~all matters relating to the provision of a Bill or statement of account to a Customer, including the content and calculations relating to such a Bill or statement of account and the collection and use of information relating to the consumption of electricity.~~

~~"Contractual Information"~~

~~includes the drafting and content of a Non-domestic Supply Contract or Deemed Contract and the provision of information relating to the Non-domestic Supply Contract or Deemed Contract that applies to a Micro-Business Consumer which is being supplied by the licensee.~~

~~"Customer Objective"~~

~~is to be interpreted in accordance with paragraph 7B.2.~~

~~"Customer Transfers"~~

~~includes, but is not limited to, any matters that relate to a Customer's ability to change supplier and/or affect the timeframe for changing supplier (including related terms and conditions of a Non-domestic Supply Contract or Deemed Contract that applies to a Micro-Business Consumer).~~

~~"Designated Activities"~~

~~mean each of the following:~~

~~(a) the accuracy of a Bill or statement of Account;~~

~~(b) the timeframe for a Micro-Business Consumer receiving a Bill or statement of account and the timeframe for the payment of a Bill;~~

~~(c) any written or oral communications regarding Billing or Contractual Information;~~

~~(d) Customer Transfers;~~

~~(e) any matters relating to Deemed Contracts; and~~

~~(f) any matters which fall within the scope of standard conditions 7A, 14, 14A and 21B (in so far as they relate to a Micro-Business Consumer).~~

~~"Fair"~~

~~and cognate expressions are to be interpreted in accordance with paragraph 7B.3.~~

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| "Micro Business Consumer" | has the meaning given in standard condition 7A. |
| "Standards of Conduct" | means one or more of sub-paragraphs 7B.4(a) to (c). |
| "Treating Customers Fairly Statement" | is to be interpreted in accordance with paragraph 7B.8. |

Condition 10. Restriction or revocation of licence

- 10.1 If the licensee makes an application to the Authority to restrict the premises to which it may supply electricity or to revoke its licence, the licensee must take all reasonable steps to ensure continuity of supply for each Applicable Customer on terms that are the same as or as similar as possible to the terms in place between it and that customer immediately before the restriction or revocation is to have effect.
- 10.2 ~~The licensee must give the Authority any information that it reasonably requests about the licensee's compliance with paragraph 10.1 as soon as reasonably practicable after receiving a request~~Not Used.
- 10.3 The licensee is not required to comply with paragraph 10.1 if the Authority gives it a direction that relieves it of its obligation to do so.

Condition 12A. Matters relating to Theft of Electricity

Objective

- 12.A.1 The objective of this licence condition (the "Objective") is to ensure that:
- (a) the licensee and any Representative individually and/or in cooperation with other licence holders where necessary:
 - (i) detect Theft of Electricity;
 - (ii) investigate suspected Theft of Electricity;
 - (iii) prevent Theft of Electricity once detected;
 - (iv) prevent Theft of Electricity by other means such as deterrence and the security of the supply in respect of any premises supplied by the licensee; and
 - (b) when taking the steps mentioned in sub-paragraph 12.A.1(a), the licensee and any Representative:
 - (i) behaves and acts towards Customers in a manner which is fair, transparent, not misleading, appropriate and professional; and

(ii) takes into account whether Domestic Customers and/or the occupants of Domestic Premises of Pensionable Age, disabled or chronically sick and/or Domestic Customers at Domestic Premises will have difficulty in paying all or part of the Charges for the Supply of Electricity resulting from Theft of Electricity.

- 12.A.2 The licensee must take (and ensure that any Representative takes) 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.
- 12.A.3 The steps which the licensee must take (and ensure that any Representative takes) to secure the achievement of the Objective include, without limitation, the steps which are detailed at paragraphs 12.A.5 to 12.A.15 of this condition, and the obligations set out in Clause 30.9 (Damage or Interference) of the Distribution Connection and Use of System Agreement.
- 12.A.4 In respect of premises not supplied by the licensee, its obligations under paragraphs 12.A.1 and 12.A.2 are limited to the provision of notification required by Clause 30.9 (Damage or Interference) of the Distribution Connection and Use of System Agreement.

Requirement to detect, prevent and investigate Theft of Electricity

- 12.A.5 In respect of any premises supplied by the licensee, the licensee must take (and ensure that any Representative takes) all reasonable steps to detect and prevent Theft of Electricity.
- 12.A.6 Where, in respect of any premises supplied by the licensee, the licensee has reasonable grounds to suspect Theft of Electricity, it must take (and ensure that any Representative takes) all reasonable steps to investigate that suspected Theft of Electricity.

The Theft Arrangement

- 12.A.7 The licensee must be a party to, comply with, and maintain such arrangement to give effect to the Objective, as the Authority may direct (the "Theft Arrangement").
- 12.A.8 The licensee:
- (a) must take such steps as are necessary and within its reasonable control; and
 - (b) must not take any unreasonable steps to prevent or delay,
- to ensure that the Theft Arrangement is implemented by such a date as the Authority may direct.

- 12.A.9 The licensee must take all reasonable steps to secure and implement changes required by the Theft Arrangement and its systems, procedures and processes which are necessary to give full, timely and practical effect to the Theft Arrangement.
- 12.A.10 The licensee must take all reasonable steps to cooperate with other licence holders where necessary, to facilitate the achievement of the Theft Arrangement.

Standards for Theft of Electricity investigations

- 12.A.11 The licensee must ensure (and ensure that any Representative ensures) that the following standards are met when it is taking any of the steps referred to in paragraphs 12.A.1, 12.A.2, and 12.A.3 of this condition at particular premises:
- (a) The licensee must take (and ensure that any Representative takes) all reasonable steps to identify whether
 - (i) the Domestic Customer and/or the occupants of those premises which are Domestic Premises (in this condition "the relevant premises") is of Pensionable Age, disabled or chronically sick; and/or
 - (ii) a Domestic Customer at the relevant premises will have difficulty in paying all or part of the Charges for the Supply of Electricity resulting from Theft of Electricity;
 - (b) The licensee must take (and ensure that any Representative takes) into account the Domestic Customer's ability to pay all or part of the Charges for the Supply of Electricity resulting from Electricity Theft when calculating instalments, giving due consideration to:
 - (i) relevant information provided by third parties, where it is available to the licensee; and
 - (ii) where instalments will be paid using Prepayment Meter, the value of all of the charges that are to be covered through that meter;
 - (c) Where the licensee or any Representative has identified persons of a category described in sub-paragraphs 12.A.11(a)(i) and/or (ii), the licensee or any Representative must before seeking to Disconnect the relevant premises, as a minimum offer the Domestic Customer to pay those Charges for the Supply of Electricity by using a Prepayment Meter, where it is safe and reasonably practicable in all the circumstances of the case for the Domestic Customer to do so;
 - (d) Where the licensee or any Representative knows or has reason to believe that there may be persons of a category described in sub-paragraph 12.A.11(a)(i), the licensee or any Representatives must take all reasonable steps not to Disconnect the supply of electricity

to the relevant premises in Winter;

- (e) The licensee must have (and ensure that any Representative has) sufficient evidence to establish (on the balance of probabilities) the Statutory Disconnection Power before stopping the supply of electricity to the premises on grounds of Theft of Electricity;
- (f) Where Theft of Electricity has been established, the licensee must comply with the relevant requirements of the Distribution Connection and Use of System Agreement and the Balancing and Settlement Code in respect of that Theft of Electricity;
- (g) The licensee must have (and ensure that any Representative has) sufficient evidence to establish (on the balance of probabilities) that Theft of Electricity has occurred as a result of that Customer's intentional act or by culpable negligence before requiring payment of all or part of the Charges for the Supply of Electricity relating to that Theft of Electricity; and
- (h) The licensee must provide (and ensure that any Representative provides) in plain and intelligible language, clear, timely and accurate information and advice to the Customer about:
 - (iii) the basis of any assessment made by the licensee (or its Representative) that Theft of Electricity occurred;
 - (iv) the basis for the calculation of any Charges for the Supply of Electricity associated with the Theft of Electricity made to the Customer;
 - (v) what steps the Customer should take if they wish to dispute that Theft of Electricity occurred; and
 - (vi) the steps a Customer may take to reinstate supply if the licensee (or its Representative) has exercised the Statutory Disconnection Power.

12.A.12 The licensee must keep (and ensure that any Representative keeps) a record of its compliance with its obligation under this licence condition.

12.A.13 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 Representative, agent and subcontractor of the licensee establish equivalent arrangements.

12.A.14 ~~The licensee must provide to the Authority, in such manner and at such times as the Authority may reasonably require, such Information as the Authority may require or deem necessary or appropriate to enable the Authority to monitor the licensee's compliance with this condition~~Not Used.

- 12.A.15 ~~The licensee is not required to comply with paragraph 12.A.14 if it could not be compelled to produce or give the Information in evidence in civil proceedings before a court~~Not Used.

Definitions for Condition

- 12.A.16 In this condition:

Theft of Electricity

- includes, but is not limited to;
- (a) circumstances described in paragraphs 5(1) (Restoration of connection without consent) and 6(1)(a) (Damage to electrical plant etc) of Schedule 6 to the Electricity Act 1989 in so far as they relate to a electricity supplier;
 - (b) circumstances described in paragraph 6(1)(b) (Damage to electrical plant etc) of Schedule 6 to the Electricity Act 1989; and
 - (c) circumstances described in paragraph 11(1) (Interference with meters) of Schedule 7 to the Electricity Act 1989

Condition 14A. Customer Transfer

Obligation to complete a Supplier Transfer within three weeks

- 14A.1 The licensee must take all reasonable steps to complete a Supplier Transfer within 21 days of the Relevant Date unless:
- (a) the Customer requests that the Supplier Transfer be completed at a later date; or
 - (b) the Customer notifies the licensee that he does not wish the Supplier Transfer to take place; or
 - (c) one or more of the conditions in paragraph 14A.3 applies.
- 14A.2 The licensee must include a term in each Contract that has been entered into with a Customer on or after the day after the day on which the Electricity and Gas (Internal Markets) Regulations 2011 are made, providing that the licensee will complete any Supplier Transfer in accordance with that Contract within 21 days of the Relevant Date unless:
- (a) the Customer requests that the Supplier Transfer be completed at a later date; or
 - (b) the Customer notifies the licensee that he does not wish the Supplier Transfer to take place; or

- (c) one or more of the conditions in paragraph 14A.3 applies.

14A.3 The conditions in this paragraph are that, on or after the Relevant Date:

- (a) a Relevant Electricity Supplier has prevented the Proposed Supplier Transfer in accordance with paragraph 14.2(a) to (b) or 14.4(a) to (d) of standard condition 14 (Customer transfer blocking); or
- (b) a Supply Exemption Holder is currently supplying electricity to the premises and has objected to the Proposed Supplier Transfer under paragraph 2 of Schedule 2ZB to the Act; or
- (c) the licensee does not have all of the information it requires in order to complete the Supplier Transfer, despite having taken all reasonable steps to obtain the missing information from the Customer, and cannot readily obtain that information from another sources; or
- (d) the Customer is currently taking a supply of electricity through an Exempt Distribution System and the licensee is unable to start supplying electricity to the premises because:
 - (i) a connection which the licensee or the Customer requires to be made in accordance with paragraph 7(2) of Schedule 2ZA to the Act and that physical connection has not yet been made; or
 - (ii) the distribution exemption holder has specified, in a notice under paragraph 1(6)(a)(i) of Schedule 2ZA to the Act, a metering arrangement which it considers would be required for access to be given to a third party supplier (within the meaning of that Schedule) and that metering arrangement is not yet in place; or
- (e) the licensee is prevented from completing the Supplier Transfer due to any other circumstance which is outside the control of the licensee and which it has taken all reasonably practicable steps to resolve.

14A.4 Where a condition in paragraph 14A.3 applies the Supplier Transfer must be completed as soon as reasonably practicable and, in any event, within 21 days of the date on which the condition ceases to apply (or, if more than one condition applies, when all relevant conditions cease to apply).

14A.5 Where the condition in 14A.3(b) applies, the licensee must not complete the Supplier Transfer before the objection by the Supply Exemption Holder under paragraph 2 of Schedule 2ZB to the Act is resolved in accordance with paragraph 1(8) of that Schedule.

14A.6 The licensee must not charge a Customer for any costs associated with carrying out a Supply Transfer. The obligation in this paragraph is without prejudice to contractual conditions relating to the termination of a Non-Domestic Supply Contract and to any obligation in the Contract to pay a termination fee.

Obligation to improve switching systems

14A.7 In order to achieve the objective of completing all Supplier Transfers within 21 days of the Relevant Date, the licensee must take all reasonable steps to improve the systems and processes governing the Supplier Transfer process.

Obligation to cooperate in respect of a Supplier Transfer

14A.8 The licensee must comply with any reasonable request from another Electricity Supplier or Supply Exemption Holder to provide information or to take any other steps which are reasonably necessary in order to enable that Electricity Supplier or Supply Exemption Holder to complete a Supplier Transfer within 21 days of the Relevant Date.

~~Information for Authority~~

~~14A.9 The licensee must give the Authority any Information that the Authority reasonably requests for the purpose of establishing:~~

- ~~(a) — what steps the licensee has taken in accordance with its obligations under paragraph 14A.6 and/or~~
- ~~(b) — the number of Supplier Transfers that have been completed by that licensee within 21 days of the Relevant Date~~ Not Used.

Obligation to prevent Erroneous Transfers

14A.10 If the licensee applies under the Master Registration Agreement to supply electricity at a premises specified by a Customer (the "Transfer Request"), the licensee must take all reasonable steps to ensure that it has a Valid Contract with that Customer for that Transfer Request at the point it is made.

14A.11 Where the licensee becomes aware, prior to starting to supply electricity at a premises, that it does not have a Valid Contract for the supply of electricity to that premises it shall take all reasonable steps to prevent its Transfer Request from having effect.

Definitions for condition

14A.12 For the purposes of this condition:

"Relevant Date" means:

- (a) the day on which a Customer enters into a Contract with a new Electricity Supplier; or
- (b) if after entering into the Contract there is a period of time within which the Customer may decide not to proceed with the Contract (the "Cooling Off Period"), the earlier of:
 - (i) the day on which the Cooling period ends;
 - (ii) the day on which the Customer and the licensee agree that the transfer may proceed during the Cooling Off Period; and
- (ii) 14 days after the day on which the Customer entered into the Contract.

"Supplier Transfer" in relation to any premises at which an Electricity Supplier is supplying electricity, means the transfer of responsibility for

that supply from that Electricity Supplier to another Electricity Supplier.

A **"Valid Contract"** is one:

- (a) that has been entered into by the Customer;
- (b) that relates to the premises for which the Transfer Request has been made; and
- (c) for which notice of cancellation of that contract has not been received by the licensee in accordance with any relevant contractual term or statutory provision.

"Exempt Distribution System"

"Distribution Exemption Holder"

"Supply Exemption Holder" have the meaning given in Part 1 of the Act.

Condition 21. Fuel mix disclosure arrangements

21.1 The purpose of this condition is to require the licensee to publish specified information about:

- (a) fuel sources from which the electricity supplied by it has been generated; and
- (b) the environmental impact of generating electricity from those fuel sources.

Licensee's duty to publish

21.2 The duty to publish under this condition arises where the licensee has been a supplier of electricity for the whole of any Disclosure Period.

21.3 Where the duty arises, the licensee must, during the period of 12 months beginning on 1 October after the end of a Disclosure Period:

- (a) provide the Data relating to that Disclosure Period to each customer to whom it sends a Bill or statement of account, by including that Data on or with at least one Bill or statement of account sent to the customer during those 12 months; and
- (b) include the Data relating to that Disclosure Period in its Promotional Materials issued during those 12 months.

Data for publication

21.4 The Data are, in respect of each Disclosure Period:

- (a) the contribution, expressed as a percentage, made by each Energy Source to the Total Amount of Electricity purchased for supply by the licensee; and

- (b) the environmental impact of the Total Amount of Electricity purchased for supply by the licensee, expressed as the quantity in grams of carbon dioxide emitted and of radioactive waste produced per kWh of electricity.

21.5 The Data are to be calculated consistently with paragraphs 21.10 to 21.13.

Publishing Data

21.6 The licensee must indicate clearly, when publishing the Data under this condition:

- (a) the Disclosure Period to which those Data relate; and
- (b) that the Data relate to the Total Amount of Electricity purchased for supply by the licensee.

21.7 Each item of Data referred to in sub-paragraph 21.4(a), if it is not zero, must be rounded either to the nearest whole percentage point or, if it is less than one percent, to the nearest single decimal place.

21.8 The Data referred to in sub-paragraph 21.4(b) may be provided by reference to an existing source such as a web page, so long as that reference is sufficiently clear to enable the source to be easily accessed and that the purpose for which the reference is provided is stated on or with the Bill or statement of account and on the Promotional Materials.

21.9 During the last two months of any period of 12 months beginning on 1 October after the end of a Disclosure Period, the licensee may include in its Promotional Materials the Data relating to the most recent Disclosure Period instead of the Data referred to in paragraph 21.3.

Evidence for contributions

21.10 An Energy Source must be treated as having contributed to the Total Amount of Electricity purchased for supply by the licensee where, at midday on 1 July immediately after the end of a Disclosure Period, the licensee holds:

- (a) for Renewable Energy Sources, a Guarantee of Origin relating to its generation in that period or, up to and including 1 July 2006, a Generator Declaration relating to that period and indicating a Renewable Energy Source;
- (b) for coal, gas, a nuclear source or any Other Energy Source, a Generator Declaration relating to that period and indicating that Energy Source; and
- (c) for electricity that is purchased by way of an electricity exchange or imported from an undertaking outside the Community, if aggregated figures are provided by that exchange or undertaking, those figures that identify the amount of electricity produced from a particular Energy Source.

21.11 If the licensee does not hold evidence referred to in paragraph 21.10 in respect of any part of the electricity which it has purchased for supply during the Disclosure Period, it must apportion that electricity between Energy Sources in the percentages provided for under the Fuel Mix Disclosure Data Table.

21.12 The licensee may only rely on a Guarantee of Origin issued outside Great Britain or on a Generator Declaration from a generator outside Great Britain if:

- (a) it holds evidence that the electricity referred to in the Guarantee of Origin or Generator Declaration has been supplied in Great Britain; and
- (b) that Guarantee of Origin or Generator Declaration has not been used outside Great Britain as evidence of fuel mix.

Calculating the environmental impact

21.13 The Data referred to in sub-paragraph 21.4(b) must be calculated as follows:

- (a) for carbon dioxide, by multiplying the percentage contribution of each Energy Source calculated under sub-paragraph 21.4(a) by the CO₂ emission rate for that Energy Source set out in the Fuel Mix Disclosure Data Table and then adding together the results of that calculation for all Energy Sources; and
- (b) for radioactive waste, by multiplying the percentage contribution of nuclear generation calculated under sub-paragraph 21.4(a) by the rate of radioactive waste set out in the Fuel Mix Disclosure Data Table.

Information for Authority

21.14 ~~The licensee must give the Authority any Information that the Authority reasonably requests for the purpose of establishing whether the licensee is or has been in compliance with its obligations under this condition~~Not Used.

Definitions for condition

21.15 For the purposes of this condition:

Authority means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000.

Bill means an invoice or demand for payment or any other instrument of the same or similar character and purpose.

Data has the meaning given in paragraph 21.4.

Disclosure Period means each period beginning on 1 April and ending on the following 31 March.

Energy Source means the fuel used for the generation of electricity purchased for supply by the licensee, being coal, gas, a nuclear source, a Renewable Energy Source or any Other Energy Source.

Fuel Mix Disclosure Data Table means a table published by the Department of Trade and Industry on its website, which is available by 1 August each year and is identified as being for use by suppliers for the provision of:

- (a) the adjustment factor referred to in the definition (below) of the Total Amount of Electricity;
- (b) the percentages required for the calculation of the amount of each Energy Source in the residual fuel mix for the purposes of paragraph 21.11; and
- (c) the information required about environmental impact for the purposes of paragraph 21.13.

Generator Declaration means a declaration including details of:

- (a) the name and location of the generating station;
- (b) the name of the licence holder to which the information in the declaration relates;
- (c) the Disclosure Period to which the declaration relates;
- (d) the fuel used in the generating station and, when that station uses more than one fuel, the proportion of each fuel used according to its calorific value;
- (e) the amount of electricity subject to the declaration, expressed in MWh;
- (f) a statement that the generator has neither issued Generator Declarations nor transferred Guarantees of Origin in relation to an amount of electricity that exceeds the total output of the generating station in the Disclosure Period; and
- (g) the signature of a director of the generating company (or a person of similar standing where the licence holder to which the declaration relates is not a company) to verify the facts referred to in sub-paragraphs (a) to (f).

Guarantee of Origin means a certificate issued by the Authority or by any other competent body that is recognised by the Authority under the Electricity (Guarantees of Origin of Electricity Produced from Renewable Energy Sources) Regulations 2003.

Information means information (other than information subject to legal privilege) in any form or medium and of any description specified by the Authority and includes any documents, accounts, estimates, returns, records or reports and data of any kind, whether or not prepared specifically at the request of the Authority.

Other Energy Source means an Energy Source other than coal, gas, a nuclear source or a Renewable Energy Source.

Promotional Materials means documents, other than newspapers and magazines, that are handed out or sent directly to consumers and are intended to promote the sale of electricity.

Renewable Energy Source means any of the following: wind power, solar power, geothermal power, wave power, tidal power, hydro power and power produced from biomass, landfill gas, sewage treatment plant gas and biogases.

Total Amount of Electricity means the sum of the figures determined by the licensee under article 6(3) of the Renewables Obligation Order 2002 and article 6(3) of the Renewables Obligation (Scotland) Order 2004 (or equivalent determinations under any amendments to those Orders or re-enactments of the renewables obligation upon revocation of those Orders) multiplied by an adjustment factor provided in the Fuel Mix Disclosure Data Table to allow for transmission and distribution losses.

Condition 25B. Interoperability of Advanced Domestic Meters

Information to be provided in respect of Advanced Domestic Meters

25B.1 This paragraph applies where the licensee is the Relevant Electricity Supplier to a Domestic Customer with an Advanced Domestic Meter and that Domestic Customer intends to change their Electricity Supplier and continue to use that Advanced Domestic Meter at the Domestic Premises.

25B.2 Where paragraph 25B.1 applies the licensee must take (and ensure that any Representative takes) all reasonable steps to ensure that, as from the date another supplier becomes the Relevant Electricity Supplier for those premises, no misleading or inaccurate information relating to Charges for the Supply of Electricity will be provided to the Domestic Customer via an Electronic Consumption Data Display and the Advanced Domestic Meter which relates to, or arises from, the Domestic Supply Contract previously entered into between the licensee and the Domestic Customer.

25B.3 Before the licensee enters into a Domestic Supply Contract with a Domestic Customer, the licensee must take (and ensure that any Representative takes) all reasonable steps to:

- (a) ascertain whether an Advanced Domestic Meter is installed at the Domestic Premises;
- (b) where an Advanced Domestic Meter is installed at the Domestic Premises, obtain information about the functionality of that Advanced Domestic Meter;
- (c) communicate to that Domestic Customer in plain and intelligible language an explanation of the nature and effect of any potential variations to the services related to the functionality of the Advanced Domestic Meter installed at the Domestic Premises that might be to the disadvantage of the Domestic Customer.

25B.4 Where paragraph 3 applies, the licensee must take and retain (and ensure that any Representative takes and maintains) appropriate record of its compliance with the requirements of paragraph 3 of this condition.

25B.5 Before the licensee or any Representative installs and Advanced Domestic Meter, the licensee must take (and ensure that any Representative takes) all reasonable steps to communicate to that Domestic Customer in plain and intelligible language a statement to the effect that if they change their Electricity Supplier they may not be able to receive the same services in respect of the functionality of the Advanced Domestic Meter installed at their Domestic Premises.

General obligation to help maintain Advanced Domestic Meter services

25B.6 This paragraph applies where:

- (a) the licensee is the Installation Licensee; and
- (b) a Proposed New Electricity Supplier has requested the information referred to in paragraph 7 from the Installation Licensee.

25B.7 Where paragraph 6 applies, the Installation Licensee must, as soon as reasonably practicable, provide the Proposed New Electricity Supplier with such information as is reasonably required to:

- (a) enable the Proposed New Electricity Supplier to determine the functionality of the existing Advanced Domestic Meter at the particular Domestic Premises (hereafter referred to as 'the relevant premises'); and
- (b) enable the Proposed New Electricity Supplier to maintain all or part of the services related to the functionality of the existing Advanced Domestic Meter at the relevant premises.

25B.8 The licensee is not required to give information under paragraph 7, if doing so would seriously and prejudicially affect its commercial interest or might be expected to be incompatible with any legislation, rule of law or licence condition.

25B.9 The licensee is not required to give information under paragraph 7 which it could not be compelled to produce or give in evidence in civil proceedings before a court.

25B.10 Where the Installation Licensee receives a request from a Proposed New Electricity Supplier, after 31st December 2012, the Installation Licensee must:

- (a) offer to provide the Proposed New Electricity Supplier with all such services as are reasonably required for the Proposed New Electricity Supplier to maintain all of the services related to the functionality of the existing Advanced Domestic Meter at particular Domestic Premises (hereafter referred to as 'the relevant services'); and
- (b) if the offer referred to in sub-paragraph (a) is accepted, provide the Proposed New Electricity Supplier with the relevant services in accordance with that offer.

25B.11 The Installation Licensee is not required to comply with paragraph 10 where it –

- (a) supplies electricity to fewer than 250,000 Domestic Customers; or
- (b) has installed or arranged to have installed fewer than –
 - (i) 25,000 Advanced Domestic Meters; and
 - (ii) 5,000 Prepayment Advanced Domestic Meters.

25B.12 The licensee is not required to comply with Standard Condition 25B.10 to such extent as the Authority may from time to time direct.

Replacement of a Prepayment Advanced Domestic Meter

25B.13 Where a Domestic Customer with a Prepayment Advanced Domestic Meter intends to change their Electricity Supplier at the same Domestic Premises to the licensee, and will continue to pay Charges for the Supply of Electricity in advance though a Prepayment Meter, but the licensee is unable to support the existing Prepayment Advanced Domestic Meter, the licensee must install or arrange to install a replacement Prepayment Meter at no charge to the Domestic Customer.

~~25B.14 The licensee must provide to the Authority, in such manner and at such times as the Authority may reasonably require, such Information as the Authority may require or deem necessary or appropriate to enable the Authority to monitor the licensee's compliance with this condition.~~
Not used.

25B.15 ~~The licensee is not required to comply with paragraph 14 if it could not be compelled to produce or give the Information in evidence in civil proceedings before a court.~~ Not used.

Definitions for condition

25B.16 For the purposes of this condition:

| | |
|-------------------------------------|--|
| Advanced Domestic Meter | means an Electricity Meter that, either on its own or with an ancillary device: (a) provides measured electricity consumption data for multiple time periods and is able to provide such data for at least daily periods; (b) is able to provide the licensee with remote access to such data; and (c) is not an Electronic Consumption Data Display. |
| Electronic Consumption Data Display | means an electronic device that provides information, by electronic display, for the purposes of ascertaining the quantity of electricity supplied to Domestic Premises and/or information relating to Charges for the Supply of Electricity, in relation to Domestic Premises where an Advanced Domestic Meter is installed. |
| Installation Licensee | means the Electricity Supplier who has installed or arranged to have installed an Advanced Domestic Meter at the Domestic Premises of a particular Domestic Customer. |
| Prepayment Advanced Domestic Meter | means a Electricity Meter that, either on its own or with an ancillary device: (a) provides measured electricity consumption data for multiple time periods and is able to provide such data for at least daily periods; (b) is able to provide the licensee with remote access to such data; (c) operating in a mode which requires a Domestic Customer to pay Charges for the Supply of Electricity in advance; and (d) a reference to the installation or removal of a Prepayment Meter includes the switching of any Electricity Meter to or from such a mode. |
| Proposed New Electricity Supplier | means a Electricity Supplier that is not the Installation Licensee and is seeking to enter into a Domestic Supply Contract with a particular Domestic Customer. |

~~Condition 25C. Customer Objective and Standards of Conduct for supply activities~~ (Not Used – refer to standard condition 0)

~~Application of standard condition~~

~~25C.1. Subject to paragraph 25C.6, standard condition 25C applies to all activities of the licensee and any Representative which involve, or otherwise relate to, dealings with a Domestic Customer.~~

~~Customer Objective~~

~~25C.2 The objective of this condition is for the licensee and any Representative to ensure that each Domestic Customer is treated fairly ("the Customer Objective").~~

~~25C.3 For the purposes of this condition, the licensee or any Representative would not be regarded as treating a Domestic Customer fairly if their actions or omissions:~~

~~(a) significantly favour the interests of the licensee; and~~

~~(b) give rise to a likelihood of detriment to the Domestic Customer.~~

~~Standards of Conduct~~

~~25C.4 The Standards of Conduct are that:~~

~~(a) the licensee and any Representative behave and carry out any actions in a Fair, honest, transparent, appropriate and professional manner;~~

~~(b) the licensee and any Representative provide information (whether in Writing or orally) to each Domestic Customer which:~~

~~(i) is complete, accurate and not misleading (in terms of the information provided or omitted);~~

~~(ii) is communicated (and, if provided in Writing, drafted) in plain and intelligible language;~~

~~(iii) relates to products or services which are appropriate to the Domestic Customer to whom it is directed; and~~

~~(iv) 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);~~

~~(c) the licensee and any Representative:~~

~~(i) make it easy for a Domestic Customer to contact the licensee;~~

~~(ii) act promptly and courteously to put things right when the licensee or any Representative makes a mistake; and~~

~~(iii) otherwise ensure that customer service arrangements and processes are complete, thorough, fit for purpose and transparent.~~

~~Compliance with the Standards of Conduct~~

~~25C.5. The licensee must take all reasonable steps to achieve the Standards of Conduct and ensure that it interprets and applies the Standards of Conduct in a manner consistent with the Customer Objective.~~

~~Exception to scope of condition~~

~~25C.6~~ Apart from any matters relating to Deemed Contracts, standard condition 25C does not apply in respect of the amount or amounts of any Charges for the Supply of Electricity or any other type of charge or fee.

Provision and publication of information

~~25C.7~~ The licensee must prepare and update annually information (hereafter referred to as the "Treating Customers Fairly Statement") which:

(a) is set out in Writing;

(b) uses a heading which clearly highlights that the information relates to how the licensee is seeking to treat customers fairly; and

(c) includes the following information:

(i) the main actions taken and being taken by the licensee in line with the Customer Objective and Standards of Conduct; and

(ii) the service and treatment Domestic Customers can expect from the licensee and any Representative.

~~25C.8~~ If the licensee or any Affiliate Electricity Licensee has a Website, the licensee must publish the Treating Customers Fairly Statement on that Website in a position that is capable of easily being accessed by any person.

~~25C.9~~ If any person requests a copy of the Treating Customers Fairly Statement, the licensee must provide a Written copy to that person free of charge as soon as reasonably practicable.

Guidance

~~25C.10~~ The licensee must have regard to any guidance on standard condition 25C (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

Definitions for condition

~~25C.11~~ For the purposes of this condition:

| | |
|--|---|
| Customer Objective | is to be interpreted in accordance with paragraph 25C.2 |
| Fair | and cognate expressions are to be interpreted in accordance with paragraph 25C.3. |
| Standards of Conduct | means one or more of sub-paragraphs 25C.4(a) to (c). |
| Treating Customers Fairly Statement | is to be interpreted in accordance with paragraph 25C.7. |

Schedule 3

LIST OF RELEVANT LICENCE HOLDERS

Domestic & Non-Domestic

| | |
|---|--------------------------------------|
| 1 North Utilities Ltd | Eddington Energy Supply Limited |
| 1st Direct Utilities Plc | EDF Energy Customers Plc |
| Addito Supply Limited | Edgware Energy Limited |
| Affect Energy Ltd | Effortless Energy Ltd. |
| Ampoweruk Ltd | E (Gas and Electricity) Limited |
| Arizona Energy Limited | Electraphase Ltd |
| Arruzzi Energy Supply Limited | Electricity Plus Supply Limited |
| Arto.Energy Limited | ElectroRoute Supply Limited |
| Avid Energy Limited | Emexconsult Limited |
| Avro Energy Limited | Eneco Energy Trade BV |
| Axis Telecom Limited | Energy COOP Limited |
| AXPO UK Limited | ENGIE Power Limited |
| Barbican Power Limited | Enstroga Ltd |
| Better Energy Supply Limited | E.ON Energy Solutions Limited |
| Bluebell Energy Supply Limited | ESB Energy limited |
| Breeze Energy Supply Limited | Euston Energy Limited |
| Brilliant Energy Supply Limited | Eversmart Energy Ltd |
| Bristol Energy & Technology Services (Supply) Limited | Extra Energy Supply Limited |
| British Gas Trading Limited | Farmoor Energy Limited |
| Brook Green Trading Limited | Farringdon Energy Limited |
| Bruntwood Energy Services Limited | First Utility Limited |
| Bryt Energy Limited | Flow Energy Limited |
| Bulb Energy Ltd | Foxglove Energy Supply Limited |
| Business Power and Gas Limited | Future Energy Utilities Ltd |
| Callesti Energy Supply Limited | Gas and Power Limited |
| Cardiff Energy Supply Limited | GNERGY Limited |
| Celesto Enterprises Limited | Good Energy Limited |
| Cilleni Energy Supply Limited | Green Energy (UK) plc |
| CNG Electricity Limited | Greengen Direct Limited |
| Colgano Energy Supply Limited | Green Network Energy Ltd |
| Co-Operative Energy Limited | Hartree Partners Supply (UK) Limited |
| Corona Energy Retail 4 Limited | Haven Power Limited |
| Coulomb Energy Supply Limited | Hawking Energy Supply Limited |
| Crown Oil Limited | Holborn Energy Limited |
| Daisy Energy Supply Limited | Home Counties Energy Plc |
| Delta Gas and Power Limited | Hudson Energy Supply UK Limited |
| Dirac Energy Supply Limited | Igloo Energy Supply Limited |
| Dong Energy Power Sales UK Limited | Iresa Limited |
| Donnington Energy Limited | I Supply Energy Limited |
| Dyce Energy Limited | ICS Energy Limited |
| Earl Power Supply Limited | Jacob Developments Limited |
| Economy Energy Supply Limited | KAL-Energy Limited |
| Economy Energy Trading Limited | Kensington Power Limited |

Labrador Ltd
Limejump Energy Limited
Logicor Energy Limited
Maine Energy Limited
Marble Power Limited
Mattina Limited
Mongoose Energy Supply Limited
MVV Environment Services Limited
MyLife Home Energy Limited
Nabuh Energy Ltd
Nationwide Electricity Limited
Neas Energy Limited
Nilo Energy Limited
Npower Direct Limited
Npower Limited
Npower Northern Limited
Npower Northern Supply Limited
Npower Yorkshire Limited
Npower Yorkshire Supply Limited
Octopus Energy Limited
Oneselect Limited
One Wales Energy - Un Ynni Cymru Ltd

Opus Energy (Corporate) Limited
Opus Energy Limited
Opus Energy Renewables Limited
Oreba Energy Supply Limited
Our Power Energy Supply Limited
OVO Electricity Limited
Paddington Power Limited
Palladium Energy Supply Limited
Pan-Utility Limited
People's Energy (Supply) Limited
PFP Energy Supplies Limited
Pirranello Energy Supply Limited
Planet 9 Energy Limited
Pozitive Energy Ltd
Pure Planet Limited
Putney Energy Limited
Queensbury Energy Limited
Rayleigh Energy Supply Limited
Robin Hood Energy Limited
Rockfire Energy Limited
Rutherford Energy Supply Limited
Saphir Energy Limited
Satus Energy Limited
Scottish Power Energy Retail Limited
Shell Energy Supply UK Ltd.
Simple Electricity Ltd
Simple Energy Scotland Limited

Simplest Energy Ltd
Simply Electricity Limited
Simply Your Energy Limited
Singola Limited
Sinq Power Limited
Smart Electricity Limited
Smarter Eco Energy Ltd
Snowdrop Energy Supply Limited
So Energy Trading Limited
Solarplicity Supply Limited
South Wales Electricity Limited
Spalt Energy Limited
Spark Energy Supply Limited
Squeaky Clean Energy Limited
SSE Energy Supply Limited
Sunflower Energy Supply Limited
Switch Business Gas and Power Ltd
Symbio Energy Limited
Temple Energy Limited
Texas 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
Tru Energy Limited
UK Healthcare Corporation Limited
Ure Energy Limited
Usio Energy Supply Limited
Utilita Energy Limited
Utilty Point UK Limited
Vavu Power Limited
Washington Energy Limited
Zebra Power Limited

Non Domestic

AMRECS LLC
BES Commercial Electricity Limited
Better Business Energy Limited
BP Energy Europe Limited
Brilliant Energy Limited
Danske Commodities A/S
DONG Energy Sales (UK) Limited
Dual Energy Direct Limited
Eco Green Management Limited
Electricity Direct (UK) Limited

ENSCO Energy Services Company (UK) Ltd
E.ON UK Plc
EPG Energy Limited
ETUL Limited
F & S Energy Limited
Gazprom Marketing & Trading Retail Limited
Great Western Energy Ltd
I.A.Z.F.S. Limited
LCC Group Limited
IPM Energy Retail Limited
Lourdes Associates Limited
MA Energy Limited
National Gas and Power Limited
New Stream Renewables Limited
Opal Gas Limited
Power4All Limited
Regent Power Limited
RMA Dorex UK Ltd
S. C. Isramart SRL
SmartestEnergy Limited
Statkraft Markets GmbH
The Nuclear Decommissioning Authority
Total Gas & Power Limited
Tradelink Solutions Limited
UK Power Reserve Limited
United Gas & Power Ltd
Uttily plc
Vattenfall Energy Trading GmbH
Verastar Limited
Wilton Energy Limited
XLN Energy Limited