

To: All holders of a gas supply licence

Gas Act 1986 Section 23(1)(b)

Modification of the standard conditions of all gas supply licences

- 1. Each of the licensees to whom this document is addressed has a gas supply licence which has been granted or treated as granted under section 7A of the Gas Act 1986 ('the Act').
- Under section 23(2) of the Act the Gas and Electricity Markets Authority ('the Authority')¹ gave Notice on 16 October 2018 ('the Notice') that we propose to modify standard conditions 1, 11 and 30 as set out in Schedule 1. We stated that any representations to the modification proposal must be made on or before 16 November 2018.
- 3. A copy of the Notice was sent to the Secretary of State in accordance with section 23(4)(b) of the Act, and we have not received a direction that the change should not be made.
- 4. We received 39 responses to the Notice, which we carefully considered. We have placed all non-confidential responses on our website. Our response to these comments is set out in the accompanying letter.
- 5. We are making these licence modification in order to facilitate the implementation of, and thereafter gas suppliers' accession to and compliance with, the Retail Energy Code, which we expect to give effect through designation in early 2019.
- 6. We have also placed a duty on gas supply licensees, along with other holders of licences granted under the Gas Act 1986 or Electricity Act 1989, to cooperate with the Authority or any person(s) appointed by the Authority, as may be required to give full effect to the conclusions of a Significant Code Review.
- 7. The reason for this modification is to ensure that change programmes initiated or sponsored by the Authority are delivered in an effective manner. At present, the Significant Code Review procedures focus on the process up to the point at which a decision is made to modify the relevant industry codes. The new requirements will ensure that any necessary change to systems and other processes are also delivered in an effective manner to deliver the policy intent.
- 8. Because the majorty of responses agreed with our proposals we intend to go ahead with the proposals.
- 9. The effect of the modification(s) will be to:
 - a) add standard condition 11, which states the scope and relevant objectives of the Retail Energy Code, and sets out the requirement for all gas suppliers to become parties to and thereafter to comply with that document;

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



- b) add a duty to cooperate with the Authority in delivery of a significant code review:
- move some of the definitions currently contained within standard condition 30 to standard condition 1, such that they can apply to both the Supply Point Administration Agreement and the Retail Energy Code; and
- d) revise provisions relating to consequential changes, such that the licensees must use reasonable steps to maintain consistency between the relevant Industry Codes.
- 10. Where an application for permission to appeal our decision is made to the Competition and Markets Authority (CMA) under section 23B of the Act, Rule 5.7 of the Energy Licence Modification Appeals: Competition and Markets Authority Rules² requires that the appellant must send to any relevant licence holders who are not parties to the appeal a non-sensitive notice setting out the matters required in Rule 5.2. The attached Schedule 2 provides a list of the relevant licence holders in relation to this modification. Section 23(10) of the Act sets out the meaning of 'relevant licence holder'.
- 11. Under the powers contained in section 23(1)(b) of the Act, we hereby modify the standard licence conditions for all gas supply licences in the manner specified in attached Schedule 1. This modification will take effect 1 February 2019.
- 12. This document is notice of the reasons for the decision to modify the gas supply licences as required by section 38A of the Act.

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

LS

Rachel Clark,
Programme Director, Switching Programme
Duly authorised on behalf of the Gas and Electricity Markets Authority

6 December 2018

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/655601/energy-licence-modification-appeals-rules.pdf

² CMA70



Schedule 1 - Modification of Standard Conditions 1 and 11 of the gas suppliers licence

Deletions are shown in strike through and new text is double underlined.

Condition 1: Definitions for standard conditions

Insert:

"Code of Practice"

means the Code Administration Code of Practice approved

by the Authority and:

(a) <u>developed and maintained by the code</u> <u>administrator(s) and/or manager(s) in existence</u> from time to time:

(b) <u>amended subject to the Authority's approval from time to time; and</u>

(c) re-published from time to time

"Industry Codes"

means either of:

(a) the Retail Energy Code; or

(b) the Supply Point Administration Agreement

"Retail Energy Code"

means the Retail Energy Code designated by the Authority in accordance with standard condition 11 (Retail Energy

Code) of the licensee's Gas Supply Licence

"Small Participant"

means

(a) a supplier, or new entrant to the electricity and/or gas market in Great Britain that can demonstrate to the code administrator or manager that it is resource-constrained and, therefore, in particular need of assistance;

 (b) any other participant or class of participant that the code administrator considers to be in particular need of assistance; and

(c) a participant or class of participant that the Authority has notified the code administrator as being in particular need of assistance.

Insert:

Condition 11: Retail Energy Code

- 11.1 The licensee must be a party to, comply with and maintain the Retail Energy Code (for this condition only, the "REC"), as may be designated by the Authority for the purposes of this condition.
- 11.2 If a consequential change is required, the licensee must take all reasonable steps to secure and implement, and must not take any unreasonable steps to prevent or delay, the making or implementation of that consequential change.



11.3 Paragraph 11.2 is without prejudice to:

- (a) any right of appeal that the licensee may have in relation to a decision made by the Authority under the Industry Codes; and
- (b) any right of approval, veto or direction that the Authority or the Secretary of State may have in relation to changes to Industry Codes.
- 11.4 The licensee must take all reasonable steps to secure and implement changes to its systems, procedures and processes which are necessary to give full, timely and practical effect to any modification of the REC.
- 11.5 The licensee must take all reasonable steps to ensure that the REC remains an agreement which:
 - (a) is designed to facilitate the achievement of the relevant objectives set out in paragraph 11.6; and
 - (b) includes the matters set out in paragraph 11.7
- 11.6 The relevant objectives referred to in sub-paragraph 11.5 (a) are:
 - a) to ensure the REC operates and evolves in a manner that facilitates the achievement of its mission statement;
 - b) to ensure customers interests and data is protected in the operation of the REC; and.
 - c) to drive continuous improvements and efficiencies in the operation of the REC and the central systems and communication infrastructures it governs.
- 11.7 The matters referred to in sub-paragraph 11.5(b) are:
 - (a) <u>provision for enabling the REC to be modified from time to time so as to better</u> facilitate the achievement of the relevant objectives set out in paragraph 11.6;
 - (b) <u>provision for enabling parties to the REC, and such other persons as may be</u> <u>specified in the code, to appeal against a decision to implement or reject any proposed modification of it, where that modification does not require the Authority's approval, to the Authority for determination;</u>
 - (c) for the REC, and all ancillary documents and products to be published on a free to access website: and
 - (d) where an appeal has been raised in respect of a modification proposal in accordance with sub-paragraph (b), provision for that modification proposal to be treated in accordance with any decision and/or direction of the Authority following that appeal.
- 11.8 The REC must provide for:
 - (a) a panel body, as specified in the REC (the "panel") whose functions shall include the matters required by this condition and as set out in the REC; and



- (b) a person or body, as specified in the REC, to perform the role of code manager (the "REC manager"). In addition to any powers, duties or functions set out in the REC, the REC manager shall:
 - (i) together with other code managers and/or code administrators, publish, review and (where appropriate) amend from time to time the Code of Practice approved by the Authority (any amendments to the Code of Practice are to be approved by the Authority);
 - (ii) facilitate the procedures for making a modification to the REC;
 - (iii) <u>have regard to, and in particular (to the extent relevant) be consistent with</u> the principles contained in, the Code of Practice; and
 - (iv) provide assistance, insofar as is reasonably practicable and on reasonable request, to parties (including, in particular, Small Participants) and, to the extent relevant, consumer representatives that request the code manager's assistance in relation to the REC including, but not limited to, assistance with:
 - a. drafting a modification proposal;
 - b. understanding the operation of the REC:
 - c. their involvement in, and representation during, the modification procedure processes (including, but not limited to, code panel and/or workgroup meetings);
 - d. accessing information relating to modification proposals and/or modifications.

and

- (c) a "performance assurance board" to conduct and administer activities identified within the REC and being appropriate to provide assurance that all participants in the REC arrangements, particularly those relating to switching activities, are suitably qualified and that the relevant standards are maintained.
- 11.9 The modification procedures referred to in sub-paragraph 11.7(a) must provide:
 - (a) for a modification report to be prepared in such manner and with all such contents as specified in the REC, which shall include an assessment of the extent to which the proposed modification would better facilitate achieving the relevant objectives and a detailed explanation of the reasons for that assessment:
 - (b) where the proposed modification requires Authority approval in accordance with the provisions of the REC, for the revision and resubmission of the modification report upon, and in accordance with, a direction issued to the panel by the Authority, where the Authority determines that it cannot properly form an opinion on the approval of the modification proposal;
 - (c) without prejudice to paragraph 11.10B, that proposals for the modification of the REC falling within the scope of a significant code review may not be made during the significant code review phase, except:
 - a. where the Authority determines that the modification proposal may be made, having taken into account (among other things) the urgency of the subject matter of the proposal; or



b, at the direction of, or by, the Authority;

- (d) <u>that where a modification proposal is made during a significant code review</u> phase the panel shall:
 - (i) unless exempted by the Authority, notify the Authority as soon as practicable of:
 - 1. any representations received in relation to the relevance of the significant code review; and
 - 2. the panel's assessment of whether the proposal falls within the scope of the significant code review and its reasons for that assessment; and
 - (ii) if the Authority so directs, not proceed with the modification proposal until the significant code review phase has ended;
- (e) <u>for proposals for the modification of the REC to be made by the licensee or the Authority (in relation only to modifications which fall within the scope of paragraph 11.10E);</u>
- (f) <u>for modification proposals made by the Authority and the licensee in accordance</u> with paragraphs 11.9(e) and 11.9(g)(i) respectively which fall within the scope of paragraph 11.10E:
 - (i) to be accepted into the REC modification procedures by the REC Manager and/or REC Panel;
 - (ii) where they are raised by the licensee, not to be withdrawn without the Authority's prior consent; and
 - (iii) to proceed in accordance with paragraph 11.9(g);
- (g) for compliance by the licensee and (where applicable) the panel with any direction(s) issued by the Authority under this paragraph setting and/or amending a timetable (in relation to a modification proposal which falls within the scope of paragraph 11.10E) for:
 - (i) the licensee to raise a modification proposal(s); and/or
 - (ii) the completion of each of the procedural steps outlined in the direction, to the extent that they are relevant; and/or
 - (iii) the implementation of a modification.
- 11.10 If, within twenty eight (28) days after the Authority has published its significant code review conclusions:
 - (a) the Authority issues directions to the licensee, the licensee shall comply with those directions and shall treat the significant code review phase as ended;
 - (b) the Authority issues to the licensee a statement that no directions under subparagraph (a) will be issued in relation to the REC, the licensee shall treat the significant code review phase as ended;
 - (ba) the Authority raises a modification proposal in accordance with paragraph 11.9(e), the licensee shall treat the significant code review phase as ended;
 - (bb) the Authority issues a statement that it will continue work on the significant code review, the licensee shall treat the significant code review phase as continuing until it is brought to an end in accordance with paragraph 11.10A;



(c) neither directions under sub-paragraph (a) nor a statement under subparagraph (b) or (bb) have been issued, nor a modification proposal under subparagraph (ba) has been made, the significant code review phase will be deemed to have ended.

The Authority's published conclusions and directions to the licensee will not fetter any voting rights of REC parties or members of the panel, or the procedures informing the modification report described at sub-paragraph 11.9(a).

- 11.10A Where the Authority issues a statement under sub-paragraph 11.10(bb) and/or a direction in accordance with paragraph 11.10D, the significant code review phase will be deemed to have ended when:
 - (a) the Authority issues a statement that the significant code review phase has ended; (b) one of the circumstances in sub-paragraphs 11.10(a) or (ba) occurs (irrespective of whether such circumstance occurs within twenty-eight (28) days after the Authority has published its significant code review conclusions); or (c) the Authority makes a decision consenting, or otherwise, to the modification of the REC following the submission of the modification report prepared pursuant to subparagraph 11.9(c) a.
- 11.10B Where the Authority issues a statement in accordance with sub-paragraph 11.10(bb) and/or a direction in accordance with paragraph 11.10D, the Authority may submit a modification proposal for a modification falling within the scope of sub-paragraph 11.10E(b) to the panel.
- 11.10C The modification procedures must provide, where the Authority submits a significant code review modification proposal to the panel in accordance with paragraph 11.10B, for compliance with the modification procedures set out in sub-paragraphs 11.9(a) and (b).

The Authority's published conclusions and significant code review modification proposal will not fetter any voting rights of REC parties or members of the panel, or the procedures informing the modification report described at sub-paragraph 11.9(a).

- 11.10D The modification procedures must provide for modification proposals raised in accordance with sub-paragraph 11.10(a) or 11.9(g), or by the Authority under sub-paragraph 11.10(ba) and which fall within the scope of paragraph 11.10E(b), the Authority may issue a direction (a "backstop direction"), which requires such proposal(s) and any alternatives to be withdrawn and which causes the significant code review phase to recommence.
- 11.10E Modification proposals fall within the scope of this paragraph where:
 - (a) the Authority reasonably considers the modifications are necessary to comply with, or implement, the Regulation and/or any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators; and/or
 - (b) the modification proposal is in respect of a significant code review.
- 11.11 Eligible grounds for appeal under the provisions referred to in sub-paragraph 11.7(b) shall be that, in the opinion of the Authority:



- (a) (i) the appealing party is likely to be unfairly prejudiced by the implementation or non-implementation of that modification proposal; or (ii) the appeal is on the grounds that:
 - 1. in the case of implementation, the modification proposal may not better facilitate the achievement of at least one of the relevant objectives; or 2. in the case of non-implementation, the modification may better facilitate the achievement of at least one of the relevant objectives; and
- (b) the appeal is not brought for reasons that are trivial or vexatious, nor does the appeal have no reasonable prospect of success.
- 11.12 The procedures for the modification of the REC must provide that recommendations or decisions for or against the implementation of a modification proposal shall be made with regard to whether that modification would, as compared with the existing provisions of the REC, better facilitate the achievement of the relevant objectives.
- 11.13 The procedures for the modification of the REC must be consistent with the principles set out in the Code of Practice, to the extent that they are relevant.

Duty to cooperate

- 11.14 The licensee will cooperate with the Authority and/or any person(s) appointed by the Authority or appointed pursuant to a direction of the Authority, to undertake any reasonable requests in relation to planning, project assurance and/or coordination/systems integration in order to give full effect to the conclusions of a Significant Code Review.
- 11.15 Cooperation for the purposes of condition 11.14 may include but not be limited to:
 - a) the sharing of such information as reasonable, and constructive participation in industry engagement in order to undertake appropriate planning of changes to IT systems or industry standard operational processes system changes pursuant to the conclusions of a significant code review;
 - b) the provision of such data as may be identified and reasonably requested in order to undertake testing and/or the population of any new central systems;
 - c) the preparation and cleansing of such data as may reasonably be requested in order to facilitate live operation of the new central system;
 - d) the provision of test scripts and results of any testing as may be requested by any person appointed to assure the success of any testing;
 - e) all reasonable steps to:
 - i) meet key programme milestones for the completion of any action(s) assigned to the licensee;
 - ii) adhere to any remedial plan put in place to address any issues, delays or slippage that may impact the licensees ability to meet programme milestones, to the extent that failure to do so may jeopardise the successful and timely implementation of the programme;
 - iii) identify any dependencies that the licensee may have upon agents or other third-parties and secure the necessary support from such parties; and,
 - iv) promptly escalate and/or resolve any disputes that if unresolved may ieopardise the fulfilment of these obligations.



11.16 For the purposes of condition 11.14 only:

Significant Code Review means a review of matters in relation to its principal objective and/or general duties (under section 3A of the Electricity Act or section 4AA of the Gas Act), statutory functions and/or relevant obligations arising under EU law, which the Authority considers are likely to relate to one or more of the documents referred to in this condition, or to which the licensee is required under this licence to be a party, and concerning which the Authority has consulted upon and issued a Notice to the parties stating that the review will constitute a Significant Code Review.

Modify:

Condition 30: Supply Point Administration Agreement

30.2 <u>If a consequential change is required, The the licensee must take all reasonable steps</u> to secure and implement, and must not take any unreasonable steps to prevent or delay, <u>the making or implementation of that consequential changeany modifications to Industry Documents which are necessary to give full and timely effect to a modification of the SPAA.</u>

30.15 For the purposes of this condition:

"Code of Practice"

means the Code Administration Code of Practice approved by the Authority and:

- (d) developed and maintained by the code administrators in existence from time to time;
- (e)-amended subject to the Authority's approval from time to time; and
- (f) re-published from time to time

"Small participant"

means

- (d) a supplier, gas transporter, or new entrant to the gas market in Great Britain that can demonstrate to the code administrator that it is resource constrained and, therefore, in particular need of assistance;
- (e) any other participant or class of participant that the code administrator considers to be in particular need of assistance; and
- (f) a participant or class of participant that the Authority has notified the code administrator as being in particular need of assistance.



Schedule 2: Relevant licence holders

1st Direct Utilities Plc	Simcoe Energy Limited
Affect Energy Ltd	Simple Energy Scotland Limited
Alabama Energy Limited	Simplicity Energy Limited
Alaska Energy Limited	Sinq Power Limited
Albuquerque Energy Limited	Skiddaw Energy Limited
Alfa Smart Energy Ltd	Skylane Energy Supply Limited
Ampoweruk Ltd	Snowdrop Energy Supply Limited
Arruzzi Energy Supply Limited	Social Energy Supply Ltd
AvantiGas On Limited	So Energy Trading Limited
Avid Energy Limited	Solarplicity Supply Limited
Avro Commercial Energy Trading Ltd	Southern Electric Gas Limited
Avro Energy Limited	Squeaky Clean Energy Limited
Axis Telecom Limited	Sunflower Energy Supply Limited
Barbican Power Limited	Switch Business Gas and Power Ltd
Better Energy Supply Limited	Symbio Energy Limited
Bluebell Energy Supply Limited	Telecom Plus PLC
Bowfell Energy Limited	Temple Energy Limited
Breeze Energy Supply Limited	The Renewable Energy Company Limited
Brilliant Energy Supply Limited	Tillicum Energy Limited
Bristol Energy Limited	Together Energy Supply Limited
British Gas Trading Limited	Tonik Energy Limited
Brits Energy Limited	Total Gas & Power Limited
Brook Green Trading Limited	Toto Energy Ltd.
Bruntwood Energy Services Limited	Toucan Energy Limited
Bryt Energy Limited	Tru Energy Limited
Bulb Energy Ltd	UK Gas Supply Ltd
Business Power and Gas Limited	UK Healthcare Corporation Limited
Cabra Energy Supply Limited	UK National Gas Ltd
Callesti Energy Supply Limited	Ure Energy Limited
Camaro Energy Supply Limited	Utilita Energy Limited
Cardiff Energy Supply Limited	Utilita Gas Limited
Celesto Enterprises Limited	Utility Point Limited
Cilleni Energy Supply Limited	Vanquist Energy Supply Limited
Colgano Energy Supply Limited Colgano Energy Supply Limited	Vavu Power Limited
Colorado Energy Limited Colorado Energy Limited	Venga Energy Supply Limited
	Vermont Energy Limited
Coniston Energy Limited Co-Operative Energy Limited	Victory Energy Supply Limited
	Victory Energy Supply Limited Viper Energy Supply Limited
Corona Energy Retail 4 Limited	Virginia Energy Limited
Crown Gas and Power Limited	
Crown Oil Limited	Willamette Energy Limited
Daisy Energy Supply Limited	World Fuel Commodities Services (Ireland) Limited
Daligas Limited	Zebra Power Limited
Delta Gas and Power Limited	Zenic Energy Ltd
Donnington Energy Limited	Zog Energy Limited
Dual Energy Direct Limited	Zythos Energy Limited
Dyce Energy Limited	Adrian Francis Associates Limited
E (Gas and Electricity) Limited	AMRECS LLC
E.ON Energy Gas (Eastern) Limited	Axpo UK Limited
E.ON Energy Solutions Limited	Barrow Shipping Limited
E2M - Energy Trading Ltd.	Better Business Energy Limited
Eclipse Energy Supply Limited	BP Gas Marketing Limited



Economy Energy Supply Ltd	Brighton Power Limited
Economy Energy Supply Ltd Economy Energy Trading Limited	Britannia Gas Limited
Eddington Energy Supply Limited	Business Energy Solutions Limited
EDF Energy Customers Limited	Ceres Energy Limited
Effortless Energy Ltd.	Chevron Products UK Limited
Electroroute Energy Limited	Cofathec Heatsave Limited
Emzo Energy Supply Limited	Contract Natural Gas Limited
ENGIE Power Limited	Corona Energy Retail 1 Limited
Enstroga Ltd	Corona Energy Retail 2 Limited
Entice Energy Supply Limited	Corona Energy Retail 3 Limited
ESB Energy limited	Coulomb Energy Supply Limited
Euston Energy Limited	Data Energy Management Services Limited
Eversmart Energy Ltd	ENI Gas & Power SA
Exelon Generation Limited	E.ON Energy Gas (North West) Limited
Extra Energy Supply Limited	E.ON UK Pic
First Utility Limited	Eco Green Management Limited
Flogas Britain Limited	Economy Gas Limited
Flow Energy Limited	Economy Power Limited
Foxglove Energy Supply Limited	EDF Trading Limited
Gas and Power Limited	ENGIE Gas Limited
Gas Plus Supply Limited	ENGIE Gas Shipper Limited
GnERGY Limited	ENGIE Supply Holding UK Limited
Good Energy Gas Limited	ENI Trading & Shipping S.P.A
Goto Energy (UK) Limited	Eni UK Limited
Green Energy (UK) plc	Equinor Energy Trading Limited
Green Network Energy Ltd	Equinor UK Limited
Hartlepower C.I.C.	Fidelity Energy Limited
Hartree Partners Supply (UK) Limited	Flexitricity Limited
Holborn Energy Limited	Gazprom Marketing & Trading Retail Limited
Home Energy Trading Ltd	Great Western Energy Ltd
Home Counties Energy Plc	Hartree Partners Power & Gas Company (UK)
	Limited
Hudson Energy Supply UK Limited	I.A.Z.F.S. Limited
I Supply Energy Limited	International Power Fuel Company Limited
Igloo Energy Supply Limited	International Power Ltd.
Jacob Developments Limited	JP Morgan Securities Plc
Kensington Power Limited	K O Brokers Limited
Labrador Ltd	Lourdes Associates Limited
Mattina Limited	Macquarie Bank Limited
Maxen Power Supply Limited	Macquarie Commodities Finance (UK) Limited
Mississippi Energy Limited	Macquarie Factoring (UK) Limited
Mongoose Energy Supply Limited	Marble Power Limited
MyLife Home Energy Limited	Mercuria Energy Europe Trading Limited
Nabuh Energy Ltd	Mercuria Energy Trading SA
Nationwide Electricity Limited	Nationwide Gas Limited
Nevada Energy Limited	Natwest Markets PLC
Npower Direct Limited	North Sea Gas Limited
Npower Gas Limited	Npower Commercial Gas Limited
Npower Northern Limited	Orsted Sales (UK) Limited
Npower Yorkshire Limited	Orsted Salg & Service A/S
Octopus Energy Limited	Petronas Energy Trading Limited
One Wales Energy - Un Ynni Cymru Ltd	Regent Gas Limited
Oneselect Limited	RWE Generation UK Plc
	= Gonoration Office



Opal Gas Limited	RWE Supply and Trading Gmbh
Opus Energy Limited	S. C. Isramart SRL
Opus Gas Supply Limited	Shell Energy Supply UK Ltd.
Orbit Energy Limited	SmartestEnergy Limited
MoneyPlus Energy Limited	Société Valmy Défense 17
Oregon Energy Limited	SSE Energy Supply Limited
Our Power Energy Supply Limited	Swift Administration Limited
Ovo Gas Limited	The Energy Support Bureau Limited
Palladium Energy Supply Limited	The Nuclear Decommissioning Authority
Pan-Utility Limited	Total Energy Gas Supplies Limited
People's Energy (Supply) Limited	Unigas Limited
Perle Energy Limited	United Gas & Power Ltd
PFP Energy Supplies Limited	Uttily plc
Pirranello Energy Supply Limited	Valero Energy UK Ltd
Planet 9 Energy Limited	Vayu Limited
Pozitive Energy Ltd	WINGAS GmbH
Pure Planet Limited	Xcel Power Limited
Purple Square Energy Limited	XLN Energy Limited
Putney Energy Limited	ISE Estates Limited
Retford Gas Limited	London Borough of Camden
Robin Hood Energy Limited	London Borough of Lambeth
Rutherford Energy Supply Limited	Metropolitan Housing Trust Limited
Santana Energy Limited	New Work Trust Company Limited
Satus Energy Limited	Star Energy Oil and Gas Limited
Scafell Energy Limited	Sutton Housing Partnership Limited
Scottish Power Energy Retail Limited	SW9 Community Housing
Shale Gas UK Limited	University of Keele
Shell Mgt Ltd	University of Lincoln