

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

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

**Notice of statutory consultation on a proposal to modify standard conditions of all  
Electricity Supply Licences**

1. The Gas and Electricity Markets Authority (the Authority)<sup>1</sup> proposes to modify the standard conditions of all electricity supply licences granted or treated as granted under section 6(1)(d) of the Electricity Act 1989 (the Act) by amending the following standard licence conditions (SLCs) under section 11A(1)(b) of the Act:
  - Condition 1. Definitions for standard conditions
  - Condition 11. Compliance with codes Industry Codes
  - Condition 14. Customer transfer blocking
  - Condition 14A. Customer transfer
  - Condition 22D. Dead Tariffs
  - Condition 23. Notification of Domestic Supply Contract terms
  - Condition 24. Termination of Domestic Supply Contracts
  - Condition 26. Priority Services Register
  - Condition 35: Central Charge Database
  - Condition 36: Green Deal obligations
  - Condition 37: Green Deal information requirements
  - Condition 38: Green Deal Arrangements Agreement
  - Condition 41: Smart Metering Installation and Installation Code of Practice – Domestic Customers
  - Condition 42: Smart Metering Installation and Installation Code of Practice – Micro Business Consumers
  - Condition 45: Smart Metering Consumer Engagement
  - Condition 45A: Smart Metering Consumer Engagement
  - Condition 51. Smart Metering – Customer Access to Consumption Data

The proposed modifications are set out in Schedule 1 to this Notice.

2. Pursuant to the Authority's Retail Code Consolidation Significant Code Review (SCR), version 2.0 of the dual-fuel Retail Energy Code (REC) will bring together industry code requirements relating to retail energy activities. Version 2.0 of the REC is a major part of Retail Code Consolidation, which will rationalise retail energy codes through the closure of the gas Supply Point Administration Agreement (SPAA) and the electricity Master Registration Agreement (MRA) and the transfer of any provisions from those codes which need to be retained over to the REC or another industry code where this is more relevant. The Smart Meter Installation Code of Practice (SMICOP) and Green Deal Arrangements Agreement (GDAA) will also be consolidated within the REC. Retail Code Consolidation is planned to come into full effect on 1 September 2021.
3. The reason why the Authority proposes to make these SLC modifications is, in summary, to ensure that the new governance arrangements and structures required for and being realised by Retail Code Consolidation are properly reflected in the SLCs.

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

4. In summary, the effect of these proposed modifications is that the new governance arrangements and structures required for and being realised by Retail Code Consolidation will be reflected in the SLCs. The effect of the majority of the proposed SLC changes will be minor on an operational level; primarily, the modifications will ensure the licences correctly reference and are aligned to other industry documents and arrangements which are due to be modified under the Retail Code Consolidation SCR.
5. A more detailed description of the reasons for and effects of these proposed licence modifications can be found in the accompanying document to this Notice, which is available at: [www.ofgem.gov.uk/publications-and-updates/statutory-consultation-licence-changes-retail-code-consolidation](http://www.ofgem.gov.uk/publications-and-updates/statutory-consultation-licence-changes-retail-code-consolidation), and also in the following documents published by the Authority:
  - Switching Programme: Regulation and Governance - way forward and statutory consultation on licence modifications - published 15 October 2018;
  - Switching Programme: Proposed modifications to regulation and governance – published 5 June 2018; and
  - Switching Programme and Retail Code Consolidation: Proposed licence modifications – published 12 November 2020.

These documents, together with copies of this proposed modification and any other documents referred to in this Notice have been published on our website ([www.ofgem.gov.uk](http://www.ofgem.gov.uk)). Alternatively, they are available from [library@ofgem.gov.uk](mailto:library@ofgem.gov.uk).

6. Any representations with respect to the proposed licence modifications must be made on or before **5pm on 1 June 2021** by email to: [switching.programme@ofgem.gov.uk](mailto:switching.programme@ofgem.gov.uk).
7. We normally publish all responses on our website. However, if you do not wish your response to be made public then please clearly mark it as not for publication. We prefer to receive responses in an electronic form so they can be placed easily on our website.
8. If we decide to make the proposed modifications, they will take effect not less than 56 days after the decision is published.



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

**30 April 2021**

## Schedule 1 to Notice – Draft of proposed changes to modify the standard conditions (SLCs) of all electricity supply licences.

We have included the sections of the electricity supply licence SLCs we have proposed to remove or amend below. Deletions are shown in strike through and new text is double underlined. We have only shown those licence conditions where modifications are proposed.

### Condition 1. Definitions for standard conditions

<b>Green Deal Arrangements Agreement or GDA</b>	means the <u>Green Deal Arrangements Schedule to the Retail Energy Code taken together with those provisions of the Retail Energy Code with which Green Deal Users are required to comply, as referred to in that schedule,</u> <del>agreement referred to</del> and providing for such matters as are set out in standard condition 38 (Green Deal Arrangements Agreement), <del>in the form approved by the Secretary of State from time to time;</del>
<b><u>Green Deal User</u></b>	<u>means an entity which has qualified (and remains qualified) as such under the Retail Energy Code;</u>
<b>Industry Codes</b>	means any and all of the following: <ul style="list-style-type: none"><li>(a) the Balancing and Settlement Code;</li><li>(b) the Connection and Use of System Code;</li><li>(c) the Distribution Code;</li><li>(d) the Distribution Connection and Use of System Agreement;</li><li>(e) the Grid Code;</li><li>(f) <del>the Master Registration Agreement (Not Used);</del> and</li><li>(g) the Retail Energy Code</li></ul>
<del><b>Master Registration Agreement</b></del>	<del>means the agreement of that name referred to and providing for such matters as are set out in standard condition 37 (Metering Point Administration Service and the Master Registration Agreement) of the Distribution Licence;</del>
<b>Protocol</b>	means the arrangements in force under the <del>Master Registration Agreement</del> <u>Retail Energy Code</u> by which Charges owed to an Electricity Supplier by a Domestic Customer to whom electricity is supplied through a Prepayment Meter may be assigned to any other Electricity Supplier;
<b>Related Metering Points</b>	has the meaning given in clause <del>1.1</del> of the <del>Master Registration Agreement</del> <u>Retail Energy Code</u> ;

<b>Supply Number</b>	means a number relevant to the registration of a Customer that is prescribed by the <del>Master Registration Agreement</del> <u>Retail Energy Code</u> ;
<b>Supply Start Effective From Date</b>	has the meaning given in <del>clause 1.1</del> of the <del>Master Registration Agreement</del> <u>Retail Energy Code</u> ;
<b>Voluntary Green Deal Licensee</b>	means a licensee who is not a Mandatory Green Deal Licensee but who is a <del>party to the GDA</del> <u>Green Deal User under the Retail Energy Code</u> ;

### Condition 11. Compliance with codes Industry Codes

11.2 Subject to paragraph 11.2A the licensee must be a party to and comply with:

- (a) ~~The Master Registration Agreement~~(not used);
- (b) the Distribution Connection and Use of System Agreement;
- (c) the Connection and Use of System Code; and
- (d) the Balancing and Settlement Code,

from the earlier of the date on which it offers to supply electricity or the date on which it begins to supply electricity to premises in Great Britain.

### Power to issue direction to relieve certain industry code obligations

11.3 The Authority, after consulting with the licensee and any other person or body likely to be affected and after having regard to any guidance issued in accordance with paragraph 11.4, may give a direction to the licensee relieving it of its obligations (in whole or in part) under paragraph 11.2 and 11B.1.

### Condition 14. Customer transfer blocking General prohibition

14.1 The licensee, where it is the registered supplier at a premises under the Master Registration AgreementRetail Energy Code, must not make a request in accordance with the ~~Master Registration Agreement~~Retail Energy Code to prevent a Proposed Supplier Transfer at that premises, except in accordance with the provisions of this condition.

### Non-Domestic Customer transfer blocking

14.2 Subject to paragraph 14.2B, the licensee may make a request in accordance with the ~~Master Registration Agreement~~Retail Energy Code to prevent a Proposed Supplier Transfer in relation to a Non-Domestic Customer at any Non-Domestic Premises at

which the licensee is the Relevant Electricity Supplier in any of the following circumstances:

- (a) at the time the licensee receives Notice under the ~~Master Registration Agreement~~Retail Energy Code that another Electricity Supplier has applied under the requirements of the ~~Master Registration Agreement~~Retail Energy Code to supply the premises, the licensee's Contract with that customer for the supply of electricity to the premises includes a term which:
  - (i) allows the licensee to prevent the Proposed Supplier Transfer; and
  - (ii) may be relied upon in the circumstances arising at that time;
- (b) the Electricity Supplier that initiated the Proposed Supplier Transfer has agreed with the licensee that the transfer was initiated in error; or
- (c) the Proposed Supplier Transfer relates to a Related Metering Point and the proposed new Electricity Supplier has not applied to transfer all the Related Metering Points on the same Working Day for the same Supply Start Date.

14.2A Subject to paragraph 14.2B, the licensee may make a request in accordance with the ~~Master Registration Agreement~~Retail Energy Code to prevent a Proposed Supplier Transfer in relation to a Non-Domestic Customer at any Non-Domestic Premises at which the licensee is the Relevant Electricity Supplier, if at the time the request is made Non-Domestic Outstanding Charges in respect of Green Deal Charges are due to the licensee from that Non-Domestic Customer.

14.3 If the licensee makes a request in accordance with the ~~Master Registration Agreement~~Retail Energy Code to prevent a Proposed Supplier Transfer of a Non-Domestic Customer, it must give a Notice to that customer to inform him:

- (a) that it has made a request to prevent the transfer;
  - (b) of the grounds for the request; and
  - (c) how the customer may dispute or resolve such grounds,
- as soon as reasonably practicable after making the request.

### **Domestic Customer transfer blocking**

14.4 The licensee may make a request in accordance with the ~~Master Registration Agreement~~Retail Energy Code to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises at which the licensee is the Relevant Electricity Supplier in any of the following circumstances:

- (a) subject to paragraphs 14.5 and 14.7, if at the time the request is made Outstanding Charges are due to the licensee from that Domestic Customer;
- (b) the Electricity Supplier that initiated the Proposed Supplier Transfer has agreed with the licensee that the transfer was initiated in error;

- (c) the customer informs the licensee that he has not entered into a Contract with the proposed new Electricity Supplier and asks the licensee to prevent the Proposed Supplier Transfer from taking place;
  - (d) the customer is bound by the provisions of a Contract with the licensee for the supply of electricity to the premises which will not end on or before the date of the Proposed Supplier Transfer and that Contract is of a kind specified in a direction issued by the Authority; or
  - (e) the Proposed Supply Transfer relates to a Related Metering Point and the proposed new Electricity Supplier has not applied to transfer all the Related Metering Points on the same Working Day for the same Supply Start Date.
- 14.5 The licensee may not make a request in accordance with the ~~Master Registration Agreement~~Retail Energy Code to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises at which the licensee is the Relevant Electricity Supplier if the relevant Domestic Customer's Domestic Premises is being supplied with electricity through a Prepayment Meter and:
- (a) the Domestic Customer has agreed with the proposed new Electricity Supplier that any Outstanding Charges may be assigned by the licensee in accordance with the Protocol; or
  - (b) the licensee, having increased the Charges for the Supply of Electricity to the relevant Domestic Premises, has not taken all reasonable steps to reset the relevant Prepayment Meter within a reasonable period of time after that increase has effect to take account of the increase and the Outstanding Charges (which may have accumulated over time) relate only to the increase and are equal to all or part of it.
- 14.7 The licensee may not make a request in accordance with the ~~Master Registration Agreement~~Retail Energy Code to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises in accordance with sub-paragraph 14.4(a) if the licensee knows or has reason to believe that the relevant Outstanding Charges are made up in their entirety of a Disputed Amount and/or a Supplier Error Amount and the operational functioning or management of the licensee's business is such that it is reasonably practicable for the licensee not to make the request in these circumstances.
- 14.8 If the licensee makes a request in accordance with the ~~Master Registration Agreement~~Retail Energy Code to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises in accordance with sub-paragraph 14.4(a) and the licensee subsequently becomes aware that the Outstanding Charges which are relevant to that Domestic Customer are made up in their entirety of a Disputed Amount and/or a Supplier Error Amount, the licensee must, save where the relevant Domestic Customer makes a request in Writing that it should not do so, take such steps as are necessary and within its reasonable control to facilitate the Proposed Supplier Transfer.
- 14.9 If the licensee makes a request in accordance with the ~~Master Registration Agreement~~Retail Energy Code to prevent a Proposed Supplier Transfer of a Domestic Customer, it must give a Notice to that customer as soon as reasonably practicable after making the request:
- (a) to inform him or her:

- (i) that it has made a request to prevent the transfer;
  - (ii) of the grounds for the request; and
  - (iii) how the customer may dispute or resolve such grounds; and
- (b) to offer him or her advice (or to give them information on how and where advice may be obtained) concerning:
- (i) energy efficiency;
  - (ii) debt management; and
  - (iii) alternative Domestic Supply Contracts offered by the licensee which would be available to that Domestic Customer and which may be preferable to their existing Domestic Supply Contract; and
- (c) to inform him or her that they have 30 Working Days after they receive the Notice to pay any Outstanding Charges where the Domestic Customer notified the licensee of their intention to end the Domestic Supply Contract following Notice of a unilateral variation from the licensee under paragraph 3 of standard condition 23.

#### **Condition 14A. Customer transfer**

##### **Obligation to prevent Erroneous Transfers**

14A.10 If the licensee applies under the ~~Master Registration Agreement~~ Retail Energy Code 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.

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

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

22D.9 Subject to paragraph 22D.10, where the licensee has decided to not continue to supply a Domestic Customer using a Dead Tariff or is unable to do so by virtue of a requirement of this condition, it must ensure that, the particular Domestic Customer is provided with a Notice stating that they are due to become subject to the licensee's Relevant Cheapest Evergreen Tariff which:

- (aa) is in a Form and at an appropriate time that is designed to prompt that Domestic Customer to make an informed choice in light of the change in Tariff, leaving reasonable time for that Domestic Customer to avoid that change before it takes effect;
- (a) complies with any direction issued pursuant to paragraph 22D.18;
- (b) contains a prominent title which clearly highlights that the Notice relates to ensuring that the Domestic Customer will become subject to the licensee's Relevant Cheapest Evergreen Tariff, and where applicable, that the licensee is changing the terms and conditions of the Dead Tariff;

- (c) sets out the date the Domestic Customer is due to become subject to the licensee's Relevant Cheapest Evergreen Tariff;
- (d) (Not used)
- (e) where the supplier has the ability to make unilateral changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff and, in order to ensure that the Domestic Customer would become subject to their Relevant Cheapest Evergreen Tariff, is changing those terms and conditions to ensure that they are the same as the Relevant Cheapest Evergreen Tariff, provides the following information:
  - (i) the changes to terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff which are taking place in a manner which compares the changes with the terms and conditions which currently apply in respect of the Dead Tariff (showing any Charges for the Supply of Electricity and any other charges inclusive of value added tax at the applicable rate);
  - (ii) the main reasons for why the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are taking place;
  - (iii) a statement to the effect that the Domestic Customer may end the Domestic Supply Contract if the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are unacceptable to them by changing their Electricity Supplier or entering into a new contract with their Electricity Supplier;
  - (iv) (Not used)
  - (v) where the licensee is increasing the Charges for the Supply of Electricity of the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), the Domestic Customer's Annual Consumption Details displayed in kilowatt hours under a title which clearly highlights that the information relates to the Domestic Customer's estimated annual consumption; and
  - (vi) (Not used)
  - (vii) in close proximity to the information required by sub-paragraph 22D.9(e)(i), must include a statement to the effect that value added tax (at the applicable rate) is included in any Charges for the Supply of Electricity and any other charges which are subject to value added tax and that this may be different to the way such charges are displayed on a Bill or statement of account;
- (f) where the licensee is terminating the Evergreen Supply Contract that is subject to a Dead Tariff in order to ensure that the Domestic Customer would become subject to their Relevant Cheapest Evergreen Tariff on the basis of a



Deemed Contract (in the event that the Domestic Customer continued to consume electricity), provides the following information:

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

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

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

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

### **Condition 23. Notification of Domestic Supply Contract terms**

#### **Circumstances where increases to Charges for the Supply of Electricity or Disadvantageous Unilateral Variations are ineffective or unenforceable**

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

- (a) no later than 20 Working Days after (but not including) the date on which the increase in the Charges for the Supply of Electricity and/or Disadvantageous Unilateral Variation has effect, the licensee receives Notice under the ~~Master Registration Agreement~~ Retail Energy Code that another Electricity Supplier will begin to supply the Domestic Customer's Domestic Premises within a reasonable period of time after the date on which that Notice has been given; and
- (b) another Electricity Supplier begins to supply the Domestic Customer's Domestic Premises within a reasonable period of time after the date on which the Notice referred to in sub-paragraph 23.6(a) is given; or
- (c) where:
  - (i) the conditions in sub-paragraphs 23.6(a) and (b) are met; and
  - (ii) the Domestic Customer has paid any Outstanding Charges within 30 Working Days after the Domestic Customer receives Notice that the licensee intends to prevent the Domestic Customer's Proposed Supplier Transfer; or

- (d) where the Domestic Customer enters into a new Domestic Supply Contract with the licensee which comes into effect no later than 20 Working Days after (but not including) the date on which the increase in the Charges for the Supply of Electricity and/or Disadvantageous Unilateral Variation has effect.

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

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

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

- (a) no later than 20 Working Days after (but not including) the date on which the fixed term period of a Fixed Term Supply Contract ends, the licensee receives Notice under the ~~Master Registration Agreement~~ Retail Energy Code that another Electricity Supplier will begin to supply the Domestic Customer's Domestic Premises within a reasonable period of time; and
- (b) another Electricity Supplier begins to supply the Domestic Customer's Domestic Premises within a reasonable period of time after the date on which the Notice referred to in sub-paragraph 24.10(a) is given; or
- (c) where:
  - (i) the conditions in sub-paragraphs 24.10(a) and (b) are met; and
  - (ii) the Domestic Customer has paid any Outstanding Charges within 30 Working Days after the Domestic Customer receives Notice that the licensee intends to prevent the Domestic Customer's Proposed Supplier Transfer.

## **Condition 26. Priority Services Register**

### **Definitions for condition**

26.7 In this condition:

**"Minimum Details"** means the Domestic Customer's name, details of any relevant Personal Characteristics and/or vulnerable situation, and such other details which are relevant to the subject matter of standard condition 26 as the Authority may from time to time specify by publishing a statement in Writing (following public consultation and giving at least two months' prior notice).

**"Personal Characteristics"** means:

- (a) the Domestic Customer being of Pensionable Age;
- (b) the Domestic Customer being chronically sick, or having an impairment, disability, or long term medical condition (including but not limited to a visual, auditory or mobility impairment);
- (c) any other characteristics identified by the licensee as being relevant due to the nature of the Priority Services.

**"Priority Services"** is to be interpreted in accordance with paragraph 26.5.

**"Relevant Industry Mechanisms"** means arrangements for the purposes of sharing the Minimum Details with specified persons as:

- (a) set out in the ~~Master Registration Agreement~~Retail Energy Code; or
- (b) designated by the Authority by publishing a statement in Writing (following public consultation and giving at least two months' prior notice).

**"Safe and Reasonably Practicable in all the Circumstances of the Case"** is to be interpreted in accordance with paragraph 28.1B of standard condition 28.

## Condition 35: Central Charge Database

### Establishment and maintenance

35.1 The licensee must, under the ~~Master Registration Agreement~~Retail Energy Code, in conjunction and co-operation with all persons that are Authorised by an Electricity Supply Licence to supply electricity:

- (a) ~~establish by 1 October 2012, or procure the establishment of by 1 October 2012~~(Not used); and
- (b) ~~subsequently maintain~~, or procure the ~~subsequent~~ maintenance of,

a database (the "**Central Charge Database**") capable of recording, storing and otherwise processing such data as is necessary to facilitate, in accordance with the provisions of the Green Deal Arrangements Agreement, the establishment and administration of Green Deal Plans (~~from 14 January 2013~~) and the collection and remittance of Green Deal Charges (~~from 1 March 2013~~).

35.2 ~~In performance of the obligation in paragraph 35.1 the licensee must also, for the period between 1 October 2012 and 1 March 2013, facilitate activities for the testing of business processes associated with the Central Charge Database, as appropriate to meet that obligation~~ (Not used).

### Sharing information

35.4 The licensee must, in conjunction and co-operation with all persons that are Authorised by an Electricity Supply Licence to supply electricity, and in pursuance of its obligation under paragraph 35.1(b), share information collected and otherwise processed in connection with the establishment or administration of a Green Deal Plan or energy plan:

- (a) to any person identified in the Green Deal Arrangements Agreement as being a person entitled to receive such data, in accordance with that agreement; and
- (b) to any person identified in the ~~Master Registration Agreement~~Retail Energy Code as being entitled to access and view such data, in accordance with that agreement.

## **Condition 36: Green Deal obligations**

### **Application of this condition**

36.1 This condition applies ~~from 28 January 2013 and~~ where the licensee is a Green Deal Licensee.

### **Green Deal Charge collection and remittance**

36.2 The licensee must collect Green Deal Charges from Green Deal Bill Payers and remit such payments to Green Deal Providers (or their nominees or assignees), in accordance with this condition and the Green Deal Arrangements Agreement ~~from 1 March 2013.~~

## **Condition 37: Green Deal information requirements**

### **Application of this condition**

37.1 This condition applies ~~from 28 January 2013 and~~ where the licensee is a Green Deal Licensee.

### **Bills and statements of account**

- 37.4 The licensee must, on each Bill and statement of account sent to a Green Deal Bill Payer who is a Non-Domestic Customer:
- (a) specify the relevant Green Deal Charge payable together with its associated Unique Identifier, on the same Bill or statement of account where the relevant Charges for the Supply of Electricity are specified;
  - (b) notify that Green Deal Bill Payer that he or she is liable to pay Green Deal Charges and that financial savings on consumption from gas or other fuel sources may arise under bills for those sources; and
  - (c) includes details of where that Green Deal Bill Payer can find impartial advice and information about his or her Green Deal Plan(s) (and such details shall include a telephone number and website address for the provider of such impartial advice).

### **Green Deal Annual Statements**

37.8 Where there is more than one Green Deal Plan for an Electricity Account Number and the Green Deal Bill Payer is a Domestic Customer, each Annual Statement must include the information in sub-paragraph 37.7(a) for each Green Deal Plan and identify each Green Deal Plan with the Unique Identifier.

## Interpretation

37.14 For the purposes of this condition:

<b>"Data Transfer Catalogue Specification"</b>	has the meaning given in the <del>Master Registration Agreement</del> <u>Retail Energy Code</u> .
<b>"Electricity Account Number"</b>	has the meaning given in the <del>Data Transfer Catalogue Specification</del> <u>Data Transfer Catalogue Specification</u> .

## Condition 38: Green Deal Arrangements Agreement

### Application of this condition

38.1 This condition applies ~~from 1 October 2021 and~~ where the licensee is a Green Deal Licensee.

### Contents of the GDAA

38.4 The GDAA must comprise:

- (a) provisions to facilitate, and procedures and practices to be followed by a Green Deal Licensee, in relation to the collection of Green Deal Charges from Green Deal Bill Payers and the remittance of such payments to Green Deal Providers (or their nominees or assignees);
- (b) provisions to facilitate the operation of the agency and trustee relationship between Green Deal Licensee and Green Deal Providers for the collection of Green Deal Charges from Green Deal Bill Payers and the remittance of such payments to Green Deal Providers (or their nominees or assignees);
- (c) provisions to facilitate, and procedures and practices to be followed by the parties, for the entry of data relating to Green Deal Plans onto the Central Charge Database and validation of such data;
- (d) provisions to facilitate, and procedures and practices to be followed by the parties, for the provision of information relating to Green Deal Charges;
- (e) provisions enabling payments to be made (either directly or indirectly) to the Licensee in connection with it discharging its functions under Section 1(6) of the Energy Act 2011 and in connection with Green Deal Payments, as calculated with the approval of the Secretary of State;
- (f) provisions for the resolution of disputes arising under the GDAA and between parties to the GDAA;
- ~~(g) procedures for the Amendment of such provisions of the GDAA including procedures which only allow amendment of the GDAA with the Authority's and/or the Secretary of State's prior approval (not used);~~
- (h) provisions that set out its objective; and

- (i) other such matters as may be appropriate, having regard to the purposes that the GDAA is a document designed to facilitate achievement of recovery, holding and remittance of Green Deal Charges pursuant to s1(6) of the Energy Act 2011.

## **Condition 41: Smart Metering Installation and Installation Code of Practice – Domestic Customers**

### **The Domestic Installation Code**

41.4 The steps that the licensee must take to secure the achievement of the Objectives include, without limitation, taking such steps and doing such things as are within its power to ensure that the Retail Energy Code contains provisions to be known as the Domestic Installation Code of Practice (**Domestic Installation Code**).

~~(a) — together with all other licensed electricity and gas suppliers of Domestic Premises; and~~

~~(b) — by no later than one month after this Condition takes effect (or such later date as the Authority may direct) (the **relevant period**);~~

~~prepare and submit for approval to the Authority a document to be known as the Domestic Installation Code of Practice (**Domestic Installation Code**).~~

41.5 (Not used).

~~(a) — the licensee, together with all other licensed electricity and gas suppliers of Domestic Premises, does not submit a Domestic Installation Code to the Authority within the relevant period; or~~

~~(b) — the Authority does not approve the Domestic Installation Code submitted to it;~~

~~the Authority may:~~

~~(c) — designate a Domestic Installation Code which shall apply for the purposes of this Condition; or~~

~~(d) — in the case of sub-paragraph (b), issue a direction requiring the licensee and all other licensed electricity and gas suppliers of Domestic Premises to make such modifications to the Domestic Installation Code which has been submitted to it as are specified in the direction.~~

41.14 (Not used). The Domestic Installation Code must set out procedures for its review and revision which shall, as a minimum, provide for:

~~(a) — the making of proposals by:~~

~~(i) — the licensee and any other licensed electricity or gas supplier of Domestic Premises; and~~

~~(ii) — Citizens Advice and Citizens Advice Scotland;~~

~~for revisions to the Domestic Installation Code;~~

~~(b) — a requirement to obtain the approval of the Authority to proposed revisions to the Domestic Installation Code; and~~

~~(c) — the Authority:~~

~~(i) — at any time to require the licensee, together with all other licensed electricity and gas suppliers of Domestic Premises, to review such features of the Domestic Installation Code as it may specify ('the specified features');~~

~~(ii) — following such a review, to issue a direction requiring the licensee and all other licensed electricity and gas suppliers of Domestic Premises to make such modifications to any of the specified features as it may direct.~~

## **Content of the Domestic Installation Code**

41.15 (Not used). ~~The licensee must:~~

~~(a) — before submitting the Domestic Installation Code or any proposed revisions to it to the Authority for its approval; and~~

~~(b) — in carrying out any review of the Domestic Installation Code,~~

~~consult with, and consider any representations made by, Citizens Advice and Citizens Advice Scotland and any other person or body likely to be affected.~~

## **Compliance with the Domestic Installation Code**

41.16 The licensee must take such steps and do such things as are within its power to comply with the Domestic Installation Code. ~~approved or designated (as the case may be) by the Authority.~~

## **Review of the Domestic Installation Code**

41.19 (Not used). ~~Where, within 30 working days of the licensee submitting to the Authority the proposed revisions to the Domestic Installation Code, the Authority has not given:~~

~~(a) — its approval in Writing to the proposed revisions;~~

~~(b) — Notice to the licensee that it is withholding approval; or~~

~~(c) — Notice to the licensee that it is unable to reach a decision on whether to approve or withhold approval within the 30 working day period but that it will aim to do so within the timescale set out in the Notice,~~



~~the proposed revisions submitted to the Authority shall be treated as having been approved by the Authority and incorporated into the Domestic Installation Code.~~

- 41.20 ~~(Not used). As soon as practicable following the Authority's approval or designation of the Domestic Installation Code (including following any revision to it), the licensee must take steps to ensure that an up-to-date copy of the approved or designated (as the case may be) Domestic Installation Code is:~~
- ~~(a) sent to the Authority and Citizens Advice and Citizens Advice Scotland; and~~
  - ~~(b) made readily accessible, including by being published on and made readily accessible from its Website (if it has one).~~

## **Condition 42: Smart Metering Installation and Installation Code of Practice – Micro Business Consumers**

### **The Installation Code**

- 42.3 The steps that the licensee must take to secure the achievement of the Objectives include, without limitation, taking such steps and doing such things as are within its power to ensure that the Retail Energy Code contains provisions to be known as the Installation Code of Practice (**Installation Code**).

- ~~(a) together with all other licensed electricity and gas suppliers; and~~
- ~~(b) by no later than one month after this Condition takes effect (or such later date as the Authority may direct) (the relevant period);~~

~~prepare and submit for approval to the Authority a document to be known as the Installation Code of Practice (Installation Code).~~

- 42.4 ~~(Not used). If:~~

- ~~(a) the licensee, together with all other licensed electricity and gas suppliers, does not submit an Installation Code to the Authority within the relevant period; or~~
- ~~(b) the Authority does not approve the Installation Code submitted to it, the Authority may:~~
  - ~~(i) designate an Installation Code which shall apply for the purposes of this Condition; or~~
  - ~~(ii) in the case of sub paragraph (b), issue a direction requiring the licensee and all other licensed electricity and gas suppliers to make such modifications to the Installation Code which has been submitted to it as are specified in the direction.~~

### **Content of the Installation Code**

- 42.8 ~~(Not used). The Installation Code must set out procedures for its review and revision which shall, as a minimum, provide for:~~

- ~~(a) — the making of proposals by:
  - ~~(i) — the licensee and any other licensed electricity or gas supplier; and~~
  - ~~(ii) — Citizens Advice and Citizens Advice Scotland,~~~~  
~~for revisions to the Installation Code;~~
- ~~(b) — a requirement to obtain the approval of the Authority to proposed revisions to the Installation Code; and~~
- ~~(c) — the Authority:
  - ~~(i) — at any time to require the licensee, together with all other licensed electricity and gas suppliers, to review such features of the Installation Code as it may specify ('the specified features');~~
  - ~~(ii) — following such a review, to issue a direction requiring the licensee and all other licensed electricity and gas suppliers to make such modifications to any of the specified features as it may direct.~~~~

### **Consultation on the Installation Code**

42.9 ~~(Not used)~~. The licensee must:

- ~~(a) — before submitting the Installation Code or any proposed revisions to it to the Authority for its approval; and~~
- ~~(b) — in carrying out any review of the Installation Code,~~  
~~consult with, and consider any representations made by, Citizens Advice and Citizens Advice Scotland and any other person or body likely to be affected.~~

### **Compliance with the Installation Code**

42.10 The licensee must take such steps and do such things as are within its power to comply with the Installation Code. ~~approved or designated (as the case may be) by the Authority.~~

### **Review of the Installation Code**

42.13 ~~(Not used)~~. Where, within 30 working days of the licensee submitting to the Authority the proposed revisions to the Installation Code, the Authority has not given:

- ~~(a) — its approval in Writing to the proposed revisions;~~
- ~~(b) — Notice to the licensee that it is withholding approval; or~~

~~(c) — Notice to the licensee that it is unable to reach a decision on whether to approve or withhold approval within the 30 working day period but that it will aim to do so within the timescales specified in the Notice,~~

~~the proposed revisions submitted to the Authority shall be treated as having been approved by the Authority and incorporated into the Installation Code.~~

~~42.14 (Not used). As soon as practicable following the Authority's approval or designation of the Installation Code (including following any revision to it), the licensee must take steps to ensure that an up-to-date copy of the approved or designated (as the case may be) Installation Code is:~~

~~(a) — sent to the Authority and the Citizens Advice and Citizens Advice Scotland; and~~

~~(b) — made readily accessible, including by being published on and made readily accessible from its Website (if it has one).~~

### **Condition 45: Smart Metering Consumer Engagement**

45.46 In this condition:

**Energy Meter Point** means:

- (a) in relation to the supply of electricity, a Metering Point as defined in the ~~Master Registration Agreement~~Retail Energy Code; or
- (b) in relation to the supply of gas, a Supply Meter Point as defined in the Uniform Network Code.

### **Condition 45A: Smart Metering Consumer Engagement**

45A.50 In this condition:

**Energy Meter Point** means:

- (a) in relation to the supply of electricity, a Metering Point as defined in the ~~Master Registration Agreement~~Retail Energy Code; or
- (b) in relation to the supply of gas, a Supply Meter Point as defined in the Uniform Network Code.

## **Condition 51. Smart Metering – Customer Access to Consumption Data**

### **Application**

- 51.2 Parts B and D of this Condition apply to the licensee in respect of any Domestic Premises at which:
- (a) it is, pursuant to the ~~Master Registration Agreement~~ Retail Energy Code, registered as being responsible for a metering point at which there is Export (the export supplier); and
  - (b) there is installed a Smart Metering System,
- (the relevant export premises).