

Annex 1

To: All holders of an electricity supply licence

Electricity Act 1989 Section 11A(2)

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

1. The Gas and Electricity Markets Authority ('the Authority')¹ 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 by amending Standard Licence Conditions:
 - 1 (Definitions for standard conditions)
 - 20 (Enquiry service and Supply Number and dispute settlement)
 - 21 (Fuel mix disclosure arrangements)
 - 22C (Fixed Term Supply Contracts)
 - 22D (Dead Tariffs)
 - 22F (Bespoke Heating System Arrangements)
 - 22G (Requirements for Restricted Meters)
 - 23 (Notification of Domestic Supply Contract terms)
 - 24 (Termination of Domestic Supply Contracts)
 - 25 (Informed choices)
 - 31 (General information for Domestic Customers)
 - 31A (Bills, statements of account and Annual Statements)
 - 31B (Tariff Information Label)
 - 31D (White Label Tariffs)
 - 31E (Overarching requirements)
 - 37 (Green Deal information requirements)
2. We also propose to add four new standard conditions to all electricity supply licences:
 - 31F (Encouraging and enabling engagement)
 - 31G (Assistance and advice information)
 - 31H (Relevant Billing Information, Bills and statements of account); and
 - 31I (Contract changes information (notifications of price increases, disadvantageous unilateral variations, and end of fixed term contracts))
3. The proposed modifications are set out below. They have been colour coded in the following way:
 - ~~Red strikethrough~~ – deleted text
 - Red – new text
 - Blue – relocated text
4. The reasons why the Authority proposes to make these licence modifications have been published by the Authority in the following documents:
 - [Statutory consultation: Domestic supplier-customer communications rulebook reforms](#), September 2018
 - [Policy consultation: Domestic supplier-customer communications rulebook reforms](#), May 2018

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

- [Working paper: Domestic supplier-customer communications rulebook reforms](#), December 2017
 - [Open letter: Reforming our rules related to domestic supplier-customer communications](#), September 2017
5. We are proposing these modifications to implement new enforceable principles and remove prescriptive rules relating to how suppliers communicate with their customers. We expect this will provide better protection for all consumers, including the vulnerable, foster an environment where consumers get engaging, informative and useful communications, and provide room for suppliers to innovate. This will also put the onus on suppliers to understand the needs of consumers, and ensure their communications are fit for purpose.
 6. The effect of these proposed modifications is to ensure consumers receive the information they need, in the right form and at the right time, to enable them to understand their costs and consumption, to access and assess their options, and to take action where appropriate. This is fundamental to consumers being able to easily and actively engage with their energy supply.
 7. We also intend to group the majority of obligations relating to customer communications into four new licence conditions. This will help make our policy intent clear by articulating the outcomes we expect suppliers to deliver and simplify the structure of the supply licence.
 8. A copy of the proposed modifications and other documents referred to in this Notice have been published on our website (www.ofgem.gov.uk). Alternatively, they are available from foi@ofgem.gov.uk.
 9. Any representations with respect to the proposed licence modifications must be made on or before 18 October 2018 to: Future Retail Regulation, Office of Gas and Electricity Markets, 10 South Colonnade, Canary Wharf, London, E14 4PU or by email to futureretailregulation@ofgem.gov.uk.
 10. 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.
 11. If we decide to make the proposed modifications they will take effect not less than 56 days after the decision is published.

Anthony Pygram
Director – Conduct and Enforcement

Duly authorised on behalf of the
Gas and Electricity Markets Authority

20 September 2018

Condition 1. Definitions for standard conditions [Extracts]

- 1.1 This condition sets out most of the defined words and expressions used in the standard conditions of this licence (all of which begin with capital letters) and gives their definitions next to them.
- 1.2 But the defined words and expressions used in standard condition 15 (Assistance for areas with high distribution costs scheme: payments to System Operator) and standard condition 21 (Fuel mix disclosure arrangements) and their definitions are included in those conditions.

Definitions in alphabetical order

- 1.3 In this licence, unless the context otherwise requires:

“About Your Tariff” Label has the meaning given in standard condition 31F.9;

Alternative Cheapest Tariff

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

- (a) their Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff the Domestic Customer is currently subject to;
- (b) where the Domestic Customer is not subject to a Prepayment Meter, the cheapest Tariff compatible with the Electricity Meter installed at the Domestic Customer’s premises;
- (c) where the Domestic Customer is subject to a Prepayment Meter, the cheapest Tariff compatible with any Electricity Meter which could be installed at the Domestic Customer’s premises; ~~and~~
- (d) where the Domestic Customer is subject to a White Label Tariff:
 - (i) a White Label Tariff of the same White Label Tariff Provider; or
 - (ii) a Tariff of the licensee which is not a White Label Tariff;
- (e) where the Domestic Customer is not subject to a White Label Tariff,
 - (i) a Tariff which is not a White Label Tariff; or
 - (ii) a White Label Tariff of any White Label Tariff Provider of the licensee; and
- (f) consideration of both Time of Use Tariffs for which appropriate consumption data is available and Non-Time of Use Tariffs;

~~**Annual Statement** is to be interpreted in accordance with standard condition 31A;~~

~~**Bundled Product** means a Tied Bundle, Opt-in Bundle or Opt-out Bundle;~~

~~**Consumption-Based Bundle Charge** means the charge for any Relevant Bundle that is accrued on a p/kWh basis;~~

~~**Consumption-Based Discount** means any Discount Amount that is accrued on a p/kWh basis;~~

Discount Amounts	<p>means the combined total annual amount of the following:</p> <p>(a) —(where applicable) an Assumed Dual Fuel Discount;</p> <p>(b) —(where applicable) an Online Account Management Discount; and</p> <p>(c) —each applicable Non-Contingent Discount;</p>
Domestic Statement of Renewal Terms	<p>means a Notice that is provided in accordance with paragraphs 31I.1(c), 31I.2, 31I.5 and 31I.6 of standard condition 31I;</p>
Energy Ombudsman	<p>means the person appointed by the Secretary of State, and approved by the Authority, to administer the redress scheme within the meaning of section 48(1) of the Consumers, Estate Agents and Redress Act 2007.</p>
Exact Payment Method	<p>means the exact name used by the licensee to describe the payment method that applies to a particular Tariff (which must include a description of the characteristics of the payment method and, where applicable, the frequency of the payment method);</p>
Exact Tariff Name	<p>means the full and exact name used by the licensee to describe and promote a particular Tariff;</p>
Exact Payment Method	<p>means the exact name used by the licensee to describe the payment method that applies to a particular Tariff (which must include a description of the characteristics of the payment method and, where applicable, the frequency of the payment method);</p>
Exact Tariff Name	<p>means the full and exact name used by the licensee to describe and promote a particular Tariff;</p>
Excluded Staggered Charging Tariff	<p>means a Staggered Charging Tariff which:</p> <p>(a) is of less than one year in duration; or</p> <p>(b) has a duration which is not 12 months, 24 months or such other multiple of a period of 12 months; or</p> <p>includes any precise variations to the Charges for the Supply of Electricity which do not only occur once every 12 months (or any other period which is a multiple of a period of 12 months) as from the date the first set of Charges for the Supply of Electricity apply to the Fixed Term Supply Contract;</p>

Financial Ombudsman Service	means the ombudsman scheme referred to in section 225 of the Financial Services and Markets Act 2000.
Form	includes the means by which information is communicated and the way in which information is presented or structured;
Green Deal Ombudsman	has the meaning given in the Green Deal Regulations.
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.
Relevant Bundle	<p>means the applicable Tied Bundle including a Tied Bundle which constitutes a Discount, but excluding:</p> <p>(a) a Tied Bundle which does not require reoccurring payments to be made by the Domestic Customer; and</p> <p>(b) a Tied Bundle which would be misleading or inappropriate were it presented in pounds sterling per year or pence per kWh;</p>
Relevant Cheapest Evergreen Tariff	<p>means, in comparison with the Estimated Annual Costs for each specific Domestic Customer's Tariff, the cheapest Tariff for an Evergreen Supply Contract available from the licensee (or, where there are any Affiliate Licensees, the licensee and any Affiliate Licensees) for that Domestic Customer based on:</p> <ul style="list-style-type: none"> (a) their Estimated Annual Costs applied in respect of the cheapest Tariff for an Evergreen Supply Contract, rather than the Tariff the Domestic Customer is currently subject to; (b) their current payment method; (c) their current Relevant Meter Type; (d) where the Domestic Customer is subject to a Prepayment Meter, the cheapest Tariff for an Evergreen Supply Contract compatible with the Prepayment Meter installed at the Domestic Customer's premises; and (e) their Account Management Arrangement; (f) where the Domestic Customer is subject to a White Label Tariff, a White Label Tariff of the same White Label Tariff Provider; and

- (g) where the Domestic Customer is not subject to a White Label Tariff, a Tariff which is not a White Label Tariff.

Relevant Cheapest Tariff

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

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

Relevant Contract Change Notice

means a Notice referred to in paragraphs 23.3 and 23.4 of standard condition 23 and paragraphs 31I.1(a), 31I.1(b), 31I.2 and 31I.4 of standard condition 31I.

Relevant Fixed Term Default Tariff means a Fixed Term Supply Contract available from the licensee (or, where there are any Affiliate Licensees, the licensee and any Affiliate Licensees), that:

- (a) has terms and conditions that are similar in nature to the existing Fixed Term Supply Contract for that Domestic Customer, including in respect of:
 - (i) their current payment method;
 - (ii) their current Relevant Meter Type;
 - (iii) their current Account Management Arrangement; **and**
 - (iv) their characteristics and preferences;
 - (v) where the Domestic Customer is subject to a White Label Tariff, a White Label Tariff of the same White Label Tariff Provider; and
 - (vi) where the Domestic Customer is not subject to a White Label Tariff, a Tariff which is not a White Label Tariff;
- (b) must not provide for a Domestic Customer to pay a Termination Fee; and
- (c) is cheaper than or as cheap as the licensee's Relevant Cheapest Evergreen Tariff for the particular Domestic Customer, based on a comparison of their respective Estimated Annual Cost;

Relevant Ombudsman means any of the Green Deal Ombudsman, the Energy Ombudsman or the Financial Ombudsman Service;

Seasonal Consumption Levels ~~means the different consumption levels for different periods of time within a 365-day period;~~

Staggered Charging Tariff ~~means a Tariff for a Fixed Term Supply Contract which, in accordance with sub-paragraph 22C.11(b) of standard condition 22C or sub-paragraph 23.8(b) of standard condition 23, has precise variation or variations to the Charges for the Supply of Electricity which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to the licensee's discretion;~~

Tariff Information Label has the meaning given in standard condition ~~31B~~ 31F;

Tied Bundle means a Non-Energy Product that is offered as part of, or which is in any way linked to, a Tariff and which the Domestic Consumer has to receive;

~~**Time-Based Bundle Charge** means the charge for any Relevant Bundle that is accrued on a daily basis;~~

~~**Time-Based Discount** means any Discount Amount that is accrued on a daily basis;~~

Condition 20. Enquiry service and Supply Number and dispute settlement

Licensed Distributor's Enquiry Service For Non-Domestic Customers

20.1 The licensee must keep each of its **Non-Domestic** Customers informed of the current postal address and telephone number of the Licensed Distributor's Enquiry Service.

20.2 The licensee may comply with paragraph 20.1 by:

- (a) providing each **Non-Domestic** Customer whose premises is supplied with electricity under a Contract or a Deemed Contract with the information referred to in that paragraph when the licensee first begins to supply electricity to the **Non-Domestic** customer's premises or, in the case of a Deemed Contract, becomes aware that it is doing so;
- (b) providing the information referred to in that paragraph to each **Non-Domestic** Customer on each Bill or statement of account sent to a **Non-Domestic** Customer in relation to Charges for the Supply of Electricity or annually if the licensee has not sent such a Bill or statement of account to ~~him~~ **them**; and
- (c) providing the information referred to in that paragraph to a **Non-Domestic** Customer as soon as reasonably practicable after ~~he~~ **they** requests it.

20.3 The licensee must take all reasonable steps to inform each of its **Non-Domestic** Customers of any change to the postal address or telephone number of the Licensed Distributor's Enquiry Service before the date on which the change becomes effective or as soon as reasonably practicable after that date.

Supply Number

20.4 The licensee must inform each of its **Non-Domestic** Customers of ~~his~~ **their** Supply Number:

- (a) on each Bill or statement of account sent to a **Non-Domestic** Customer in relation to Charges; or
- (b) annually if the licensee has not sent such a Bill or statement of account to ~~him~~ **them**.

Dispute settlement

20.5 The licensee must provide to each of its **Non-Domestic** Customers information concerning ~~his~~ **their** rights as regards the means of dispute settlement available to ~~him~~ **them** in the event of a dispute with the licensee by providing that information on

any relevant Promotional Materials sent to the **Non-Domestic** Customer and on or with each Bill or statement of account sent to each **Non-Domestic** Customer in relation to Charges or annually if the licensee has not sent such a Bill or statement of account to ~~him~~ them.

~~20.6—For the purposes of this condition:~~

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

Condition 21. Fuel mix disclosure arrangements [Extracts]

Definitions for condition

21.15 For the purposes of this condition:

~~**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.~~

Condition 22C. Fixed Term Supply Contracts

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

Prohibition on further fixed term periods

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

Renewal of a Fixed Term Supply Contracts

22C.3 Prior to the renewal of a Fixed Term Supply Contract the licensee must act in accordance with standard condition 31I.

~~The licensee must prepare a statement (hereafter referred to as an “SLC 22C Statement of Renewal Terms”) which:~~

- ~~(a) — is set out in Writing;~~
- ~~(b) — contains a prominent title which clearly informs the Domestic Customer that the fixed term period of their existing Fixed Term Supply Contract is due to end and they need to consider their options;~~
- ~~(c) — without prejudice to SLC 22C Exempt Information only contains the following information:
 - ~~(i) — the date the fixed term period of the existing Fixed Term Supply Contract is due to end;~~
 - ~~(ii) — the following statement, presented in a manner which is readily distinguishable from the other text presented in the Statement of Renewal Terms: “Remember — it might be worth thinking about switching your tariff or supplier”;~~
 - ~~(iii) — information about where the Domestic Customer may obtain impartial advice and information about changing their Electricity Supplier;~~
 - ~~(iv) — a statement explaining that if the Domestic Customer does not change supplier or does not expressly agree a new Evergreen~~~~

~~Supply Contract, a new Fixed Term Supply Contract or a further fixed term period for a Fixed Term Supply Contract by the date the fixed term period of the existing Fixed Term Supply Contract is due to end, the Domestic Customer will become subject to either the Relevant Cheapest Evergreen Tariff or a Relevant Fixed Term Default Tariff, as applicable;~~

~~(v) — a statement explaining that the following information is provided in a separate part of the SLC 22C Statement of Renewal Terms:~~

~~(1) — the Principal Terms that currently apply to the Domestic Customer;~~

~~(2) — the Principal Terms that would apply if the Domestic Customer becomes subject to either the Relevant Cheapest Evergreen Tariff or a Relevant Fixed Term Default Tariff, as applicable, by virtue of paragraph 22C.7; and~~

~~(3) — where a Notice is also being provided to the Domestic Customer pursuant to sub-paragraph 22C.5(a) below, the Principal Terms that would apply if the Domestic Customer agrees a further fixed term period for an existing Fixed Term Supply Contract;~~

~~(vi) — information about how and when the Domestic Customer may terminate their Fixed Term Supply Contract without being charged a Termination Fee and a statement explaining the effect of paragraphs 24.8 to 24.12 of standard condition 24;~~

~~(vii) — the Domestic Customer's Estimated Annual Costs in the event that the Domestic Customer becomes subject to either the Relevant Cheapest Evergreen Tariff or a Relevant Fixed Term Default Tariff, as applicable, by virtue of paragraph 22C.7;~~

~~(viii) — the Exact Tariff Name of the Domestic Customer's Relevant Cheapest Tariff and the Domestic Customer's Estimated Annual Savings based on the premise that the Domestic Customer is now subject to either the Relevant Cheapest Evergreen Tariff or a Relevant Fixed Term Default Tariff, as applicable; and~~

~~(ix) — the Exact Tariff Name of the Domestic Customer's Alternative Cheapest Tariff and the Domestic Customer's Estimated Annual Savings based on the premise that the Domestic Customer is now subject to either the Relevant Cheapest Evergreen Tariff or a Relevant Fixed Term Default Tariff, as applicable; and~~

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

22C.4 (Not used)

~~The licensee must:~~

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

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

- (a) the licensee has provided the Domestic Customer with a Domestic Statement of Renewal Terms which incorporates an additional Notice which:

~~no earlier than 49 days and no later than 42 days before the fixed term period of an existing Fixed Term Supply Contract is due to end, the licensee has given the Domestic Customer a copy of the SLC 22C Statement of Renewal Terms which complies with paragraph 22C.3 and which incorporates a Notice which:~~

- (i) with the exception of the ~~Domestic SLC 22C~~ Statement of Renewal Terms, is not to be provided in conjunction with, or contain, any other information, including (but not limited to) a Bill, statement of account or marketing material;
- (ii) informs the Domestic Customer that the licensee is seeking the Domestic Customer's express agreement in Writing to a further fixed term period with or without proposed changes to other terms and conditions (including the Charges for the Supply of Electricity);
- (iii) informs the Domestic Customer of the duration of the proposed further fixed term period and the nature, purpose and effect of any proposed changes to other terms and conditions (including the Charges for the Supply of Electricity); ~~and~~
- (iv) informs the Domestic Customer they are under no obligation to agree to the proposed further fixed term period or any proposed changes to other terms and conditions (including the Charges for the Supply of Electricity).; ~~and~~

~~(v) — without prejudice to SLC 22 Supplier and Customer Information and the SLC 22C Statement of Renewal Terms, does not include any other information.~~

- (b) the Domestic Customer has expressly agreed in Writing to the proposed further fixed term period and, where applicable, any proposed changes to other terms and conditions (including the Charges for the Supply of Electricity) in response to the Notice given by the licensee in accordance with sub-paragraph 22C.5(a);

- (c) the duration of the further fixed term period is no longer than the duration of the fixed term period that currently applies to the existing Fixed Term Supply Contract; and
- (d) by virtue of the extended duration of the further fixed term period and any changes to other terms and conditions (including the Charges for the Supply of Electricity), the Fixed Term Supply Contract becomes identical to a Tariff which is a Live Fixed Term Tariff.

Prohibition on termination fees for non compliance

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

Continued supply after a fixed term period ends

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

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

- (a) the Relevant Cheapest Evergreen Tariff or a Relevant Fixed Term Default Tariff which is provided for by the terms of the Fixed Term Supply Contract in accordance with paragraph 22C.7;
- (b) a new Evergreen Supply Contract which has been entered into with the express agreement of the Domestic Customer;
- (c) a new Fixed Term Supply Contract which has been entered into with the express agreement of the Domestic Customer and which complies with standard condition 22C; or
- (d) a further fixed term period in relation to an existing Fixed Term Supply Contract in circumstances where that Fixed Term Supply Contract and that further fixed term period complies with standard condition 22C.

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

22C.9 Without prejudice to paragraph 22C.5 or paragraph 22C.7, in relation to any Fixed Term Supply Contract, the licensee must not:

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

Exception to compliance with condition

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

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

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

- (ii) the licensee has complied with paragraph 23.1 of standard condition 23; and
- (iii) the precise variations to the Charges for the Supply of Electricity are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language.

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

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

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

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

Guidance

22C.12 The licensee must have regard to any guidance on Relevant Matters for SLC 22C which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

Terms of Fixed Term Supply Contracts

22C.13 The licensee must ensure that the terms and conditions of each Fixed Term Supply Contract comply with the provisions of standard condition 22C.

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

- (a) paragraph 22C.2;
- (b) ~~paragraph 22C.3 sub-paragraph 22C.4(a);~~
- (c) paragraph 22C.5 (excluding sub-paragraphs 22C.5(a)(i), 22C.5(a)(v), and 22C.5(d);
- (d) paragraph 22C.6;
- (e) paragraph 22C.7;
- (f) paragraph 22C.9;
- (g) any other requirement of standard condition 22C which could reasonably be considered as:
 - (i) giving a particular Domestic Customer a right to receive or do something in any circumstances;
 - (ii) giving a particular Domestic Customer a right to avoid being subject to something in any circumstances; and
 - (iii) providing for a specific form of protection for a particular Domestic Customer in any circumstances; and
- (h) any provisions of standard condition 22C specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

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

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

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

22C.15 Without prejudice to paragraphs 22C.2 and 22C.5, where, in accordance with sub-paragraph 22C.11(b), a Fixed Term Supply Contract expressly sets out in advance the precise variation or variations to the Charges for the Supply of Electricity which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to the licensee's discretion, the references to "fixed term period" in paragraphs ~~22C.3 to~~ 22C.5, 22C.7 and 22C.8 of standard condition 22C and paragraph 31I.4 of standard condition 31I are to be read as a reference to the last fixed term period that applies to the Fixed Term Supply Contract.

Definitions for condition

22C.16 In this condition:

"Relevant Matters for SLC 22C" means:

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

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

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

~~**"SLC 22C Supplier and Customer Information"** means:~~

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

~~(d) — the date of the SLC 22C Statement of Renewal Terms and the Notice referred to in sub-paragraph 22C.5(a).~~

Condition 22D. Dead Tariffs

Prohibition on Dead Tariffs

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

Exception for the withdrawal of Live Evergreen Tariffs

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

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

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

Exception to prohibition on Dead Tariffs

22D.2 Subject to paragraphs 22D.5 to 22D.19, where paragraph 22D.3 ~~or 22D.4~~ applies, the licensee may continue to supply a Domestic Customer using a Dead Tariff which existed before the date paragraph 22D.1 ~~took~~ ~~takes~~ effect (on 23 October 2013).

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

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

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

22D.4 – 22D.6 (not used)

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

~~22D.4 This paragraph applies where:~~

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

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

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

- ~~(a) — ensure that the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are unilaterally changed to fully comply with the requirements of standard condition 22A in the manner described in sub-paragraph 22D.4(b);~~
- ~~(b) — ensure that, by changing the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff to fully comply with the requirements of standard condition 22A, the Dead Tariff remains a single Tariff and is not subdivided into two or more Tariffs;~~
- ~~(c) — ensure that the particular Domestic Customer is given a Notice at least 30 days in advance of the date the changes to the Dead Tariff are due to take effect which:
 - ~~(i) — without prejudice to SLC 22D Exempt Information, does not include any other information and is not to be provided in conjunction with any other information, including (but not limited to) a Bill, statement of account, Annual Statement or marketing material;~~
 - ~~(ii) — contains a prominent title which clearly highlights that the Notice relates to changes to the Domestic Customer’s Dead Tariff;~~
 - ~~(iii) — sets out the changes to terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff which are taking place in a manner which compares the changes with the terms and conditions which currently apply in respect of the Dead Tariff (showing any Charges for the Supply of Electricity and any other charges inclusive of value added tax at the applicable rate);~~
 - ~~(iv) — sets out the main reasons for why the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are taking place;~~
 - ~~(v) — includes the following statement, presented in a manner which is readily distinguishable from the other text presented in the Notice: “Remember — it might be worth thinking about switching your tariff or supplier”;~~
 - ~~(vi) — sets out the date the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are due to take effect;~~~~

- ~~(vii) — informs the Domestic Customer that he may end the Domestic Supply Contract if the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are unacceptable to him by changing his Electricity Supplier or entering into a new contract with his Electricity Supplier;~~
- ~~(viii) — informs the Domestic Customer where he may obtain impartial advice and information about changing his Electricity Supplier;~~
- ~~(ix) — informs the Domestic Customer that where he has any Outstanding Charges, his Electricity Supplier may be able to prevent a Proposed Supply Transfer;~~
- ~~(x) — explains the effect of paragraphs 22D.12 to 22D.15 in terms of how the Domestic Customer may be able to take steps to avoid the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff (including by indicating that the Domestic Customer would need to enter into a new contract with either his Electricity Supplier or another Electricity Supplier as soon as possible to facilitate this process);~~
- ~~(xi) — (not used);~~
- ~~(xii) — where the licensee is increasing the Charges for the Supply of Electricity for the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), must provide the Domestic Customer with the following information:
 - ~~(1) — their Estimated Annual Costs using their current Charges for the Supply of Electricity;~~
 - ~~(2) — their Estimated Annual Costs using the new Charges for the Supply of Electricity; and~~
 - ~~(3) — the amount in pounds sterling of the difference between (1) and (2);~~~~
- ~~(xiii) — informs the Domestic Customer of the following information:
 - ~~(1) — the Exact Tariff Name for the Tariff that applies to the Domestic Customer; and~~~~

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

~~Dead Tariff that would apply after the changes are due to be made).~~

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

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

Annual reassessment of Dead Tariffs

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

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

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

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

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

~~includes the following statement, presented in a manner which is readily distinguishable from the other text presented in the Notice: “Remember— it might be worth thinking about switching your tariff or supplier”;~~
- (e) where the supplier has the ability to make unilateral changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff and, in order to ensure that the Domestic Customer would become subject to their Relevant Cheapest Evergreen Tariff, is changing those terms and conditions to ensure that they are the same as the Relevant Cheapest Evergreen Tariff, provides the following information:
 - (i) the changes to terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff which are taking place in a manner which compares the changes with the terms and conditions which currently apply in respect of the Dead Tariff (showing any Charges for the Supply of Electricity and any other charges inclusive of value added tax at the applicable rate);
 - (ii) the main reasons for why the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are taking place;
 - (iii) a statement to the effect that the Domestic Customer may end the Domestic Supply Contract if the changes to the terms and conditions of the Evergreen Supply Contract (or, as the case may be, Deemed Contract) in respect of the Dead Tariff are unacceptable to ~~them him~~ by changing ~~their his~~ Electricity Supplier or entering into a new contract with ~~their his~~ Electricity Supplier;

(iv) (not used)

~~where the licensee is increasing the Charges for the Supply of Electricity for the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), the:~~

~~(1) Domestic Customer's Estimated Annual Costs using their current Charges for the Supply of Electricity;~~

~~(2) Domestic Customer's Estimated Annual Costs using the new Charges for the Supply of Electricity; and~~

~~(3) amount in pounds sterling of the difference between (1) and (2);~~

(v) where the licensee is increasing the Charges for the Supply of Electricity of the Dead Tariff by increasing any Unit Rate or Standing Charge (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), the Domestic Customer's Annual Consumption Details displayed in kilowatt hours under a title which clearly highlights that the information relates to the Domestic Customer's estimated annual consumption; and

(vi) (not used)

~~in close proximity to the information required by sub-paragraph 22D.9(e)(iv), a brief statement explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax (and, where the Domestic Customer is subject to a Warm Home Discount, the Notice may also include a brief statement to the effect that a Warm Home Discount is not included), what it is and what it can be used for, and outlining any assumptions that have been made in its calculation;~~

(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 his~~ Electricity Supplier or entering into a new contract with ~~their his~~ Electricity Supplier; and
- ~~(v) the Exact Tariff Name of the Domestic Customer's Relevant Cheapest Tariff and their Estimated Annual Savings; and~~
- ~~(vi) the Exact Tariff Name of the Domestic Customer's Alternative Cheapest Tariff and their Estimated Annual Savings; and~~
- (g) informs the Domestic Customer where ~~they he~~ may obtain impartial advice and information about changing ~~their his~~ Electricity Supplier;
- (h) informs the Domestic Customer that where ~~they have he has~~ any Outstanding Charges, ~~their his~~ Electricity Supplier may be able to prevent a Proposed Supply Transfer;
- (i) explains the effect of paragraphs 22D.12 to 22D.15 in terms of how the Domestic Customer may be able to take steps to avoid becoming subject to the licensee's Relevant Cheapest Evergreen Tariff (including by indicating that the Domestic Customer would need to enter into a new contract with either ~~their his~~ 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.

Exception for notification requirements

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

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

Requirements for Deemed Contracts

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

Continuation of Dead Tariffs for interim period

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

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

- (a) no later than 20 Working Days after (but not including) the date on which the Dead Tariff is due to terminate or be changed in order for the Domestic

Customer to become subject to the licensee's Relevant Cheapest Evergreen Tariff, the licensee receives Notice under the Master Registration Agreement that another Electricity Supplier will begin to supply the Domestic Customer's Domestic Premises within a reasonable period of time; and

- (b) another Gas Supplier begins to supply the Domestic Customer's Domestic Premises within a reasonable period of time after the date on which the Notice referred to in sub-paragraph 22D.13(a) is given; or
- (c) where:
 - (i) the conditions in sub-paragraphs 22D.13(a) and (b) are met; and
 - (ii) the Domestic Customer has paid any Outstanding Charges within 30 Working Days after the Domestic Customer receives Notice that the licensee intends to prevent the Domestic Customer's Proposed Supplier Transfer.

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

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

Terms of Domestic Supply Contracts

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

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

- (a) ~~(not used) sub-paragraph 22D.5(e)(iii) and 22D.5(e)(vii);~~
- (b) sub-paragraphs 22D.9(e)(i) and 22D.9(e)(iii);
- (c) sub-paragraphs 22D.9(f)(i), 22D.9(f)(iii) and 22D.9(f)(iv);
- (d) paragraph 22D.12;

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

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

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

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

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

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

Guidance

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

Exception to compliance with condition

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

Definitions for condition

22D.22 For the purposes of this condition:

~~“Annual Assessment Period” means within the period:~~

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

~~(b) ending 150 days after (and commencing with) the date the licensee is required to provide the particular Domestic Customer with an Annual Statement pursuant to standard condition 31A.~~

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

~~“Dead Tariffs Window” means the period:~~

~~(a) commencing with the date paragraph 22D.1 takes effect; and~~

~~(b) ending on 30 June 2014.~~

"SLC 22D Exempt Information" means:

- (a) SLC 22D Supplier and Customer Information;
- (b) (not used); and
- (c) the information required by standard condition 31E.

“SLC 22D Information Restrictions” means any or all of the following requirements:

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

“SLC 22D Supplier and Customer Information” means:

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

Condition 22F. [Not used] ~~Bespoke Heating System Arrangements~~

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

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

~~22F.3 (Not used.)~~

~~22F.4 (Not used.)~~

~~22F.5 (Not used.)~~

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

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

~~22F.8 In respect of a Domestic Supply Contract or a Deemed Contract which incorporates a Bespoke Heating System Arrangement but does not solely relate to a Bespoke Heating System Arrangement, any requirement in a standard condition to provide or display:~~

- ~~(a) Relevant Cheapest Tariff information and/or Alternative Cheapest Tariff information (“Cheapest Tariff Information”), is to be read as a requirement to provide or display (as the case may be) the Cheapest Tariff Information in respect of the Bespoke Heating System Arrangement and the other part of the Domestic Supply Contract or Deemed Contract which applies to the same Domestic Premises combined;~~

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

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

- ~~(a) — (Not used).~~
- ~~(b) — any requirement in a standard condition to use, provide or display information in respect of a Standing Charge is to be read as a requirement to use, provide or display (as the case may be) information in respect of all of the Standing Charges that apply along with information specifying what each Standing Charge applies to.~~

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

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

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

~~22F.12 (Not used.)~~

~~22F.13 (Not used.)~~

Exception to compliance with condition

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

Definitions for condition

~~22F.14 For the purposes of this condition:~~

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

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

Condition 22G. Requirements for Restricted Meters [Extracts]

Obligation to provide information

22G.9 The Relevant Licensee must provide the Specified Information to each Relevant RMI Customer in each Relevant RMI Customer's Bill, ~~Domestic SLC 22C~~ Statement of Renewal Terms, or other regular written correspondence with the Relevant RMI Customer, in a manner designed to promote positive engagement (which may be specified by the Authority).

Definitions for condition

~~“Statement of Renewal Terms”~~

~~means the statement provided for by Standard Licence Condition 22C.~~

Condition 23. Notification of Domestic Supply Contract terms

Notification of Principal Terms

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

Notification before Domestic Supply Contract ends

23.2 ~~No earlier than 49 days and no later than 42 days before~~ Before a Domestic Supply Contract is due to end (including in circumstances where the Domestic Supply Contract is being terminated by the licensee), the licensee must **give a Notice to the Domestic Customer:**

~~inform the Domestic Customer (who is party to that contract) in Writing of the Principal Terms of the Deemed Contract that will apply after the Domestic Supply Contract ends if he does not enter into a new Domestic Supply Contract.~~

- (a) ~~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 Domestic Supply Contract ending, leaving reasonable time for that Domestic Customer to avoid that change before it takes effect;~~
- (b) ~~that contains information which is sufficient to enable that Domestic Customer to understand:~~
 - i. ~~the Principal Terms of the Deemed Contract that will apply after the Domestic Supply Contract ends if the Domestic Customer does not enter into a new Domestic Supply Contract, and~~
 - ii. ~~when the change takes effect.~~

23.2A Paragraph 23.2 does not apply:

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

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

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

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

the licensee must ~~act give Notice of that increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation to the Domestic Customer~~ in accordance with ~~standard condition 31I paragraph 23.4~~.

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

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

23.3B Paragraph 23.3(b) does not apply:

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

23.4 (not used)

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

- ~~(a) — must be given at least 30 days in advance of the date on which increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation has effect;~~
- ~~(b) — without prejudice to a Gas SLC 23 Notice, must not be provided in conjunction with any other information, including (but not limited to) a Bill, statement of account, Annual Statement or marketing material;~~
- ~~(c) — without prejudice to the SLC 23 Exempt Information, and subject to paragraph 23.4A, must only include the information mentioned in sub-paragraphs 23.4(d) to 23.4(y);~~
- ~~(d) — must contain a title which clearly highlights that the Notice relates to an increase in Charges for the Supply of Electricity and/or Disadvantageous Unilateral Variation;~~
- ~~(e) — must inform the Domestic Customer of each specific:
 - ~~(i) — increase in the Charges for the Supply of Electricity (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge) which applies to each particular Domestic Customer; and/or~~
 - ~~(ii) — Disadvantageous Unilateral Variation which applies to each particular Domestic Customer;~~~~
- ~~(f) — where the licensee is increasing the Charges for the Supply of Electricity (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), must provide the Domestic Customer with a comparison of their current Charges for the Supply of Electricity and the new Charges for the Supply of Electricity;~~
- ~~(g) — where the licensee is increasing the Charges for the Supply of Electricity by increasing any Unit Rate or Standing Charge (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge), must provide the Domestic Customer with:
 - ~~(i) — their Estimated Annual Costs using their current Charges for the Supply of Electricity;~~
 - ~~(ii) — their Estimated Annual Costs using the new Charges for the Supply of Electricity; and~~
 - ~~(iii) — the amount in pounds sterling of the difference between (i) and (ii);~~~~

- ~~(h) — where the licensee is making a Disadvantageous Unilateral Variation, must provide the Domestic Customer with a comparison of the term that currently applies and the new term;~~
 - ~~(i) — must inform the Domestic Customer of the date the increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation has effect;~~
- ~~(j) — must inform the Domestic Customer of the main reasons for the increase in the Charges for the Supply of Electricity and/or the Disadvantageous Unilateral Variation;~~
- ~~(k) — must include the following statement, presented in a manner which is readily distinguishable from the other text presented in the SLC 23 Notice: “Remember — it might be worth thinking about switching your tariff or supplier”;~~
- ~~(l) — must inform the Domestic Customer that he may end the Domestic Supply Contract if the increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation is unacceptable to him by changing his Electricity Supplier or entering into a new contract with his Electricity Supplier;~~
- ~~(m) — must inform the Domestic Customer where he may obtain impartial advice and information about changing his Electricity Supplier;~~
- ~~(n) — must inform the Domestic Customer that where he has any Outstanding Charges, his Electricity Supplier may be able to prevent a Proposed Supply Transfer; and~~
- ~~(o) — must explain the effect of paragraph 23.6 in terms of how the Domestic Customer may be able to take steps to avoid the increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation (including by indicating that the Domestic Customer would need to enter into a new contract with either his Electricity Supplier or another Electricity Supplier as soon as possible to facilitate this process);~~
- ~~(p) — where the Domestic Supply Contract provides for a Termination Fee, must explain the effect of sub-paragraph 24.3(e) of standard condition 24;~~
- ~~(q) — must inform the Domestic Customer of his Annual Consumption Details and display that information in kilowatt hours under a title which clearly highlights that the information relates to the Domestic Customer’s actual or estimated (as applicable) annual consumption;~~

- ~~(r) — must inform the Domestic Customer of the following information:~~
- ~~(i) — the Exact Tariff Name for the Tariff that applies to the Domestic Customer; and~~
 - ~~(ii) — the Exact Payment Method that applies to the Domestic Customer;~~
 - ~~(s) — in close proximity to the information required by sub-paragraph 23.4(f) and 23.4(h), must include a statement to the effect that value added tax (at the applicable rate) is included in any Charges for the Supply of Electricity and any other charges which are subject to value added tax and that this may be different to the way such charges are displayed on a Bill or statement of account;~~
 - ~~(t) — in close proximity to the information required by sub-paragraph 23.4(g) and sub-paragraph 23.4(u)(i), must include a brief statement explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax (and, where the Domestic Customer is subject to a Warm Home Discount, the Notice may also include a brief statement to the effect that a Warm Home Discount is not included), what it is and what it can be used for, and outlining any assumptions that have been made in its calculation;~~
 - ~~(u) — subject to paragraphs 31E.1 to 31E.4 of standard condition 31E (Additional Rules for Relevant Cheapest Tariff and Alternative Cheapest Tariff information), must inform the Domestic Customer of:~~
 - ~~(i) — their Estimated Annual Costs (unless their Estimated Annual Costs is already being provided pursuant to sub-paragraph 23.4(g));~~
 - ~~(ii) — the Exact Tariff Name of their Relevant Cheapest Tariff and their Estimated Annual Savings; and~~
 - ~~(iii) — the Exact Tariff Name of their Alternative Cheapest Tariff and their Estimated Annual Savings; and~~
 - ~~(v) — (not used);~~
 - ~~(w) — may inform the Domestic Customer where he may obtain impartial advice and information on energy efficiency;~~
 - ~~(x) — may include a website URL for the Concise Guidance and Energy Consumer Guidance, and, if they do so, must also include a statement to the effect that a hard copy of each can be provided to the Domestic Customer on request; and~~

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

Dual Fuel Accounts

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

Charges to be displayed inclusive of value added tax

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

~~23.5 – 23.5B (not used)~~

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

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

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

~~(a) — the Tariff is a Time of Use Tariff; and~~

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

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

(a) no later than 20 Working Days after (but not including) the date on which the increase in the Charges for the Supply of Electricity and/or Disadvantageous Unilateral Variation has effect, the licensee receives Notice under the Master Registration Agreement that another Electricity

Supplier will begin to supply the Domestic Customer's Domestic Premises within a reasonable period of time after the date on which that Notice has been given; and

- (b) another Electricity Supplier begins to supply the Domestic Customer's Domestic Premises within a reasonable period of time after the date on which the Notice referred to in sub-paragraph 23.6(a) is given; or
- (c) where:
 - (i) the conditions in sub-paragraphs 23.6(a) and (b) are met; and
 - (ii) the Domestic Customer has paid any Outstanding Charges within 30 Working Days after the Domestic Customer receives Notice that the licensee intends to prevent the Domestic Customer's Proposed Supplier Transfer; or
- (d) where the Domestic Customer enters into a new Domestic Supply Contract with the licensee which comes into effect no later than 20 Working Days after (but not including) the date on which the increase in the Charges for the Supply of Electricity and/or Disadvantageous Unilateral Variation has effect.

Exceptions to compliance with condition

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

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

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

- (b) all of the following requirements are satisfied:
 - (i) the Domestic Supply Contract is a Fixed Term Supply Contract; and
 - (ii) the Domestic Supply Contract expressly sets out in advance the precise variation or variations to the Charges for the Supply of Electricity which are scheduled to occur automatically by a precise amount (or precise amounts) and on a precise date (or precise dates) which is not subject to the licensee's discretion; and
 - (iii) the licensee has complied with paragraph 23.1; and
 - (iv) the precise variations to the Charges for the Supply of Electricity are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language.

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

- (a) the licensee is only increasing the Charges for the Supply of Electricity and/or making Disadvantageous Unilateral Variations in order to move a Domestic Customer from one payment method to another ('the power to change payment methods');
- (b) the power to change payment methods is only exercised on the grounds that the Domestic Customer has Outstanding Charges and/or has failed to comply with terms and conditions relating to a payment method;
- (c) the power to change payment methods and the precise circumstances when that power will be exercised are set out in the Domestic Supply Contract in a prominent position and in plain and intelligible language;
- (d) the Domestic Supply Contract sets out, in a prominent position and in plain and intelligible language, the precise variations to the Charges for the Supply of Electricity and other terms and conditions which would occur as a result of the licensee exercising the power to change payment methods; and
- (e) the licensee has complied with paragraph 23.1; and
- (f) Before the licensee exercises the power to change payment methods it must provide the Domestic Customer with a Notice containing the following information at least 7 Working Days in advance of the date the

change to the Domestic Customer's payment method is scheduled to take effect:

- (i) details of the specific:
 - (1) increase in the Charges for the Supply of Electricity (including, where applicable, where the licensee is making any reduction in the amount of a Discount which is applied to a Unit Rate or Standing Charge) which applies to each particular Domestic Customer; and/or
 - (2) Disadvantageous Unilateral Variation which applies to each particular Domestic Customer;
- (ii) the date the increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation has effect; and
- (iii) the main reasons for the increase in the Charges for the Supply of Electricity and/or the Disadvantageous Unilateral Variation.

23.8B Where the licensee has satisfied the requirements of sub-paragraphs 23.8A (a), (b) and (c) (but not the other requirements of paragraph 23.8A), the **Notice referred to in paragraph 23.3 must be given at least 7 Working Days in advance of the date on which the increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation has effect reference to "30 days" in sub-paragraph 23.4(a) is to be read as a reference to "7 Working Days"**.

Terms of Domestic Supply Contracts

23.9 The licensee must ensure that the terms and conditions of each Domestic Supply Contract comply with the provisions of standard conditions **23 and 31I**.

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

- (a) paragraph 23.3;
- (b) **SLC 31I.2(a) sub-paragraph 23.4(a);**
- (c) **SLC 31I.1 sub-paragraph 23.4(e);**
- (d) **SLC31I.3(b) sub-paragraph 23.4(l);**
- (e) paragraph 23.6;

- (f) any other requirement of standard conditions 23 and 31I which could reasonably be considered as:
 - (i) giving a particular Domestic Customer a right to receive or do something in any circumstances;
 - (ii) giving a particular Domestic Customer a right to avoid being subject to something in any circumstances; and
 - (iii) providing for a specific form of protection for a particular Domestic Customer in any circumstances; and
- (g) any provisions of standard condition 23 specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

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

- (a) the inclusion of that term is incompatible with standard conditions 23 or 31I; or
- (b) the enforcement or the taking advantage of that term would be so incompatible.

Prescriptive format requirements

23.11 ~~(not used) The licensee must comply with sub-paragraphs 23.4(f) and 23.4(g) in accordance with the requirements of Schedules 1, 2, 3 and to standard condition 23.~~

Guidance

23.12 The licensee must have regard to any guidance on Relevant Matters for SLC 23 which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).

Definitions for condition

23.13 In this condition:

“**Combined Relevant Contract Change SLC 23 Notice**” means a Notice which contains the information required by both:

- (a) paragraphs 23.3 of this condition, and paragraphs 31I.2 and 31I.4 of standard condition 31I of the Electricity Supply Licence 4, 5 and 5A; and
- (b) paragraphs 23.3, 31I.2 and 31I.4 4, 5 and 5A of standard condition 23 of the Gas Supply Licence.

~~“Concise Guidance” is to be interpreted in accordance with standard condition 31.~~

~~“Energy Consumer Guidance” is to be interpreted in accordance with standard condition 31.~~

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

~~“SLC 23 Exempt Information” means:~~

- ~~(a) SLC 23 Supplier and Customer Information;~~
- ~~(b) (not used); and~~
- ~~(c) the information required by standard condition 31E.~~

~~“Relevant Matters for SLC 23” means:~~

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

~~“Gas Relevant Contract Change SLC 23 Notice” means a Notice referred to in paragraphs 23.3 and 23.4 of standard condition 23 and paragraphs 31I.1(a), 31I.1(b), 31I.2 and 31I.4 of standard condition 31I of the Gas Supply Licence.~~

~~“SLC 23 Notice” means a Notice referred to in paragraphs 23.3 and 23.4 of this condition.~~

~~“SLC 23 Supplier and Customer Information” means:~~

- ~~(a) — the name of the licensee and its contact details;~~
- ~~(b) — the name and address of the Domestic Customer;~~
- ~~(c) — other information used for the purposes of identifying Domestic Customer;
and~~
- ~~(d) — the date of the SLC 23 Notice.~~

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

Part 1

S1.1 This paragraph applies to any Tariff, including a Tariff which has Time of Use Rates, except where paragraph S2.1 of Schedule 2 applies in respect of Dual Fuel Accounts.

S1.2 Where paragraph S1.1 applies, the licensee must ensure that the information for the purposes of sub-paragraph 23.4(f) of standard condition 23 is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2 of Schedule 1 to standard condition 23, contains all of the information that appears in that template picture:

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

Part 2

S1.3 In respect of each Tariff to which paragraph S1.1 applies, the licensee must ensure that the contents of the template picture shown in paragraph S1.2 are populated in accordance with paragraphs S1.4 to S1.11.

S1.4 The licensee must replace “[Entry 1]” with text setting out the date (in the format of day, month, year) immediately before the date its new Standing Charge and/or Unit Rate(s) has effect.

S1.5 The licensee must replace “[Entry 2]” with text setting out the date (in the format of day, month, year) on which its new Standing Charge and/or Unit Rate(s) has effect.

S1.6 The licensee must replace “[Entry 3]” with text setting out the amount of the Standing Charge (in pence) which applied to the Tariff immediately before the date its new Standing Charge and/or Unit Rate(s) has effect.

S1.7 The licensee must replace “[Entry 4]” with text setting out the amount of the Standing Charge (in pence) which applies to the Tariff on the date its new Standing Charge and/or Unit Rate(s) has effect.

S1.8 Where the Tariff does not have Time of Use Rates, the licensee must replace “[Entry 5]” with the exact text “Unit Rate”. Where the Tariff has Time of Use Rates, the licensee must replace “[Entry 5]” with the exact text “Unit Rate” followed by text setting out the first Time Period which applies to the Tariff.

~~S1.9 Where the Tariff does not have Time of Use Rates, the licensee must replace “[Entry 6]” with text setting out the amount of the Unit Rate (in pence) which applied to the Tariff immediately before the date on which its new Standing Charge and/or Unit Rate(s) has effect. Where the Tariff has Time of Use Rates, the licensee must replace “[Entry 6]” with text setting out the amount of the Unit Rate (in pence) which applied to the Tariff in respect of the first Time Period immediately before the date on which its new Standing Charge and/or Unit Rate(s) has effect.~~

~~S1.10 Where the electricity Tariff does not have Time of Use Rates, the licensee must replace “[Entry 7]” with text setting out the amount of the Unit Rate (in pence) which applies to the Tariff on the date its new Standing Charge and/or Unit Rate(s) has effect.~~

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

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

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

~~S1.12 The licensee must replace “[Entry 8]” with text setting out a statement to the effect that value added tax (at the applicable rate) is included in any Charges for the Supply of Electricity and any other charges which are subject to value added tax and that this may be different to the way such charges are displayed on a Bill or statement of account.~~

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

Part 1

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

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

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

Part 2

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

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

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

Electricity

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

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

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

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

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

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

- ~~(a) — add one additional row to the template shown in paragraph S2.2 (in the position immediately below the row containing “[Entry 7]” with text replicating the row containing “[Entry 7]”) for each additional Unit Rate which applies to the electricity Tariff;~~
- ~~(b) — populate “[Entry 5]”, “[Entry 6]” and “[Entry 7]” in each new row inserted in accordance with sub paragraph S2.11(a) in respect of each Unit Rate which applies to each additional Time Period; and~~
- ~~(c) — when populating “[Entry 5]”, “[Entry 6]” and “[Entry 7]” for each additional row in accordance with sub paragraph S2.11(b), comply with the requirements of paragraphs S2.8 to S2.10 in respect of each additional row inserted by reading those requirements as if the words “the first” are replaced with a sequential numerical reference to each additional Time Period which applies.~~

Gas

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

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

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

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

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

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

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

- (a) — add one additional row to the template shown in paragraph S2.2 (in the position immediately below the row containing “[Entry 12]” with text replicating the row containing “[Entry 12]”) for each additional Unit Rate which applies to the gas Tariff;
- (b) — populate “[Entry 10]”, “[Entry 11]” and “[Entry 12]” in each new row inserted in accordance with sub paragraph S2.17(a) in respect of each Unit Rate which applies to each additional Time Period; and
- (c) — when populating “[Entry 10]”, “[Entry 11]” and “[Entry 12]” for each additional row in accordance with sub paragraph S2.17(b), comply with

~~the requirements of paragraphs S2.14 to S2.16 in respect of each additional row inserted by reading those requirements as if the words “the first” are replaced with a sequential numerical reference to each additional Time Period which applies.~~

~~S2.18 The licensee must replace “[Entry 13]” with text setting out a statement to the effect that value added tax (at the applicable rate) is included in any Charges for the Supply of Electricity and any other charges which are subject to value added tax and that this may be different to the way such charges are displayed on a Bill or statement of account;~~

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

~~Part 1~~

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

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

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

~~Part 2~~

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

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

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

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

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

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

~~S3.9 The licensee must replace “[Entry 6]” with text setting out a brief statement explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax (and, where the Domestic Customer is subject to a Warm Home Discount, the Notice may also include a brief statement to the effect~~

~~that a Warm Home Discount is not included), what it is and what it can be used for, and outlining any assumptions that have been made in its calculation.~~

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

~~Part 1~~

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

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

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

~~Part 2~~

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

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

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

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

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

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

- ~~S4.9 The licensee must replace “[Entry 6]” with text setting out the Estimated Annual Costs in respect of gas which applied to the Domestic Customer immediately before the date its new Standing Charge and/or Unit Rate(s) has effect.~~
- ~~S4.10 The licensee must replace “[Entry 7]” with text setting out the Estimated Annual Costs in respect of gas which apply to the Domestic Customer immediately after the date its new Standing Charge and/or Unit Rate(s) has effect.~~
- ~~S4.11 The licensee must replace “[Entry 8]” with text setting out the amount (in pounds sterling) produced by subtracting the amount set out at “[Entry 6]” from the amount set out at “[Entry 7]”.~~
- ~~S4.12 The licensee must replace “[Entry 9]” with text setting out a brief statement explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax (and, where the Domestic Customer is subject to a Warm Home Discount, the Notice may also include a brief statement to the effect that a Warm Home Discount is not included), what it is and what it can be used for, and outlining any assumptions that have been made in its calculation.~~

Condition 24. Termination of Domestic Supply Contracts [Extract]

Definitions for condition

24.17 For the purposes of this condition “**Switching Window**” means the period which begins **when the Domestic Statement of Renewal Terms is sent, or** 49 days before the date the fixed term period of a Fixed Term Supply Contract is due to end **(whichever is earlier)**, and which ends on the date the fixed term period of a Fixed Term Supply Contract is due to end.

Condition 25. Informed choices – tariff comparability and marketing
[Extract – title change only]

Conditions 31 to 31D (Not used) General information for Domestic Customers

Information about Citizens Advice consumer service

~~31.1—The licensee must inform each of its Domestic Customers:~~

- ~~(a) —that Citizens Advice consumer service can assist in providing information and advice to Domestic Customers; and~~
- ~~(b) —how to contact Citizens Advice and Citizens Advice Scotland;~~

~~by providing that information on or with each Bill or statement of account sent to each Domestic Customer in relation to Charges or annually if the licensee has not sent such a Bill or statement of account to him.~~

Information about efficient use of electricity

~~31.2—The licensee must maintain:~~

- ~~(a) —information about the efficient use of electricity to enable a Domestic Customer to make an informed judgment about measures to improve the efficiency with which he uses the electricity supplied to his Domestic Premises; and~~
- ~~(b) —information about sources from which a Domestic Customer may obtain additional information or assistance about measures to improve the efficiency with which he uses the electricity supplied to his Domestic Premises, including information:
 - ~~(i) —that is publicly available about financial assistance towards the cost of the measures available from government; or~~
 - ~~(ii) —that is available through bodies in receipt of financial assistance from government in connection with measures to promote the efficient use of energy.~~~~

~~31.3—The licensee must provide the information referred to in paragraph 31.2 to a Domestic Customer:~~

- ~~(a) —free of charge if he requests that information;~~
- ~~(b) —by operating a telephone information service that provides that information free of charge; and~~
- ~~(b) —by publishing that information on and making it readily accessible from its Website (if it has one).~~

Energy Consumer Guidance

~~31.4—Paragraphs 31.5 to 31.8 apply from the date on which Citizens Advice or Citizens Advice Scotland publishes the first version of the Energy Consumer Guidance and the Concise Guidance.~~

~~31.5—The licensee must publish the latest version of the Energy Consumer Guidance and the Concise Guidance on its website within 28 days of the date on which that version is published by the Citizens Advice or Citizens Advice Scotland.~~

~~31.6—The licensee must inform each of its Domestic Customers how the Energy Consumer Guidance and the Concise Guidance can be accessed by:~~

- ~~(a) — providing each new Domestic Customer whose premises it supplies with electricity under a Contract or a Deemed Contract with this information when the licensee first begins to supply electricity to the Domestic Customer’s premises or, in the case of a Deemed Contract, becomes aware that it is doing so;~~
- ~~(b) — including this information in or with each Bill or statement of account sent to a Domestic Customer in relation to Charges or annually if the licensee has not sent such a Bill or statement of account to him; and~~
- ~~(c) — providing this information to a Domestic Customer as soon as reasonably practicable after he requests it.~~

~~31.7—The licensee must provide a copy of the Concise Guidance to a Domestic Customer annually.~~

~~31.8—For the purposes of this condition:~~

~~“**Concise Guidance**” means the concise guidance published by Citizens Advice or Citizens Advice Scotland under section 19A of the Consumers, Estate Agents and Redress Act 2007.~~

~~“**Energy Consumer Guidance**” means the energy consumer guidance published by Citizens Advice or Citizens Advice Scotland under section 19A of the Consumers, Estate Agents and Redress Act 2007.~~

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

~~Section A: Bills and statements of account~~

~~31A.1 The licensee must provide the information contained in paragraph 31A.2 and Schedules 1-3 to standard condition 31A in Writing on every Bill or statement of account sent to a Domestic Customer.~~

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

- ~~(a) — subject to paragraph 31A.3, a comparison of the Domestic Customer’s electricity consumption for the period covered by the Bill or statement of account, with the Domestic Customer’s electricity consumption for the corresponding period in the previous year (for the purposes of this condition, the “corresponding period”);~~
- ~~(b) — the Domestic Customer’s Exact Tariff Name;~~
- ~~(c) — the Domestic Customer’s Annual Consumption Details;~~
- ~~(d) — the Domestic Customer’s Estimated Annual Costs;~~
- ~~(e) — the Domestic Customer’s:
 - ~~(i) Relevant Cheapest Tariff information and Estimated Annual Savings; and~~
 - ~~(ii) Alternative Cheapest Tariff information and Estimated Annual Savings;~~~~
- ~~(f) — (not used);~~
- ~~(g) — the following exact text: “Remember — it might be worth thinking about switching your tariff or supplier”;~~
- ~~(h) — the Exact Payment Method which applies to the Domestic Customer;~~
- ~~(i) — in the case of a Fixed Term Supply Contract which does not have a Staggered Charging Tariff, the date (in the format of day, month, year) when the fixed term period ends (or if that date is not ascertainable the duration of the fixed term period);~~
- ~~(j) — in the case of Fixed Term Supply Contract which has a Staggered Charging Tariff, the date (in the form of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the total duration of all the fixed term periods);~~
- ~~(k) — the amount (in pounds sterling) of any Termination Fee, if applicable;~~

- ~~(1) — a clearly visible, Optical Label containing each of the Relevant Data Items for Electricity in such a manner that, when scanned with a Relevant Device (in conjunction with a separate software program or otherwise), the Relevant Data Items for Electricity are loaded on to the Relevant Device in accordance with the Specified Sequence without any requirement for the Domestic Customer to input further information into the Device; where the Domestic Customer is supplied with electricity and gas under a Dual Fuel Account, the licensee may use a single Optical Label containing the Relevant Data Items for Gas and the Relevant Data Items for Electricity in accordance with the Specified Sequence; data items other than Relevant Data Items may be included in the Optical Label provided they do not interfere with the Specified Sequence or with the ability of a Relevant Device to scan, access or load any of the Relevant Data Items in accordance with this provision.~~

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

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

~~31A.3A The requirement in sub-paragraph 31A.2(1) does not apply:~~

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

~~31A.4 The licensee must:~~

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

Terms of Domestic Supply Contracts

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

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

- ~~(a) any requirement of section A of standard condition 31A which could reasonably be considered as:
 - ~~(i) giving a particular Domestic Customer a right to receive or do something in any circumstances;~~
 - ~~(ii) giving a particular Domestic Customer a right to avoid being subject to something in any circumstances; and~~
 - ~~(iii) providing for a specific form of protection for a particular Domestic Customer in any circumstances; and~~~~
- ~~(b) any provisions of section A of standard condition 31A specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).~~

Prescriptive format requirements

~~31A.6 The licensee must comply with sub-paragraphs 31A.2 (b) to (f) (including in conjunction with the information required by standard condition 31E) in accordance with the requirements of Schedules 1 to 3 to standard condition 31A.~~

Exception to compliance with condition

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

Guidance

~~31A.7 The licensee must have regard to any guidance on Relevant Matters for Section A of SLC 31A which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).~~

Definitions for section A of standard condition 31A

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

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

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

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

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

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

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

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

~~S1.5 The licensee must include a brief statement explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax (and, where the Domestic Customer is subject to a Warm Home Discount, the licensee may also include a brief statement to the effect that a Warm Home Discount is not included), what it is and what it can be used for, and outlining any assumptions that have been made in its calculation;~~

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

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

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

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

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

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

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

Dual Fuel Accounts

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

- ~~(a) — the information required by paragraphs S1.3, S1.9 and S1.10 in respect of electricity; and~~
- ~~(b) — the information required by S1.4 to S1.8 in respect of both electricity and gas.~~

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

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

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

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

~~S2.2 The licensee must ensure that the “About your tariff” label:~~

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

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

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

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

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

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

~~S2.8 The licensee must include:~~

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

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

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

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

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

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

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

Dual Fuel Accounts

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

~~(a) — S2.4, S2.5 and S2.10 in respect of electricity; and~~

~~(b) — S2.6 to S2.9 and S2.11 and S2.12 in respect of both gas and electricity.~~

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

Section B: Annual Statements

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

~~(a) — the Domestic Customer's Exact Tariff Name;~~

~~(b) — the Domestic Customer's Annual Consumption Details;~~

- ~~(e) — the Domestic Customer’s Estimated Annual Costs;~~
- ~~(d) — the Domestic Customer’s:

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

- ~~(q) — in the case of a Fixed Term Supply Contract which does not have a Staggered Charging Tariff, the date (in the format of day, month, year) when the fixed term period ends (or if that date is not ascertainable the duration of the fixed term period);~~
- ~~(r) — in the case of Fixed Term Supply Contract which has a Staggered Charging Tariff, the date (in the form of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the total duration of all the fixed term periods);~~
- ~~(s) — where a Termination Fee applies to a Domestic Supply Contract, the amount (in pounds sterling) of the Termination Fee;~~
- ~~(t) — a statement setting out any Discounts (excluding any Bundled Products which are Discounts and any Reward Points Discounts) and additional charges (excluding charges which relate to Bundled Products) which apply to the Tariff including the relevant amount in pounds sterling (which must be inclusive of value added tax at the applicable rate) and a brief description of the Discount or additional charge and/or additional charges which apply to the Tariff;~~
- ~~(u) — a statement setting out:

 - ~~(i) — a brief description (including information about any charges, which must be inclusive of value added tax at the applicable rate) of any Tied Bundle (including a Tied Bundle which is a Discount) and any Reward Points Discounts included in the Tariff;~~
 - ~~(ii) — where applicable, a statement to the effect that Optional Bundles apply;~~~~
- ~~(v) — brief, easy to understand explanations of key industry terminology;~~
- ~~(w) — (not used); and~~
- ~~(x) — no more than one Optical Label which the licensee may place on the Annual Statement in order to direct the Domestic Customer to Additional Information; any Optical Label placed on the Annual Statement must contain each of the Relevant Data Items for Electricity in such a manner that, when scanned with a Relevant Device (in conjunction with a separate software program or otherwise), the Relevant Data Items for Electricity are loaded on to the Relevant Device in accordance with the Specified Sequence without any requirement for the Domestic Customer to input further information into the Device; where the Domestic Customer is supplied with electricity and gas under a Dual Fuel Account the licensee may use a single Optical Label containing the Relevant Data Items for Gas and the Relevant Data Items for Electricity in accordance with the Specified Sequence; data items other than~~

~~Relevant Data Items may be included in the Optical Label provided they do not interfere with the Specified Sequence or with the ability of a Relevant Device to scan, access and load any of the Relevant Data Items in accordance with this provision.~~

~~31A.10 The licensee must:~~

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

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

~~Terms of Domestic Supply Contracts~~

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

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

- ~~(a) any requirement of section B of standard condition 31A which could reasonably be considered as:
 - ~~(i) giving a particular Domestic Customer a right to receive or do something in any circumstances;~~
 - ~~(ii) giving a particular Domestic Customer a right to avoid being subject to something in any circumstances; and~~
 - ~~(iii) providing for a specific form of protection for a particular Domestic Customer in any circumstances; and~~~~
- ~~(b) any provisions of section B of standard condition 31A specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).~~

Prescriptive format requirements

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

Exception to compliance with condition

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

Guidance

~~31A.16 The licensee must have regard to any guidance on Relevant Matters for Section B of SLC 31A which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).~~

~~31A.17 For the purposes of this condition:~~

~~“12 Month Period” means either:~~

- ~~(a) 12 months from the date the licensee began to supply the Domestic Customer; or~~

~~(b) 12 months from the last date on which the licensee provided the Domestic Customer with an Annual Statement;~~

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

~~“Annual Statement” means the document described in standard condition 31A.9.~~

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

~~“Relevant Matters for Section B of SLC 31A” means:~~

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

~~“Relevant Principal Terms” means, in respect of any form of Contract or Deemed Contract, the terms that relate to:~~

- ~~(a) Charges for the Supply of Electricity;~~
 - ~~(aa) where the licensee is relying on sub-paragraph 11(a) of standard condition 22C or sub-paragraph 8(a) of standard condition 23, the method by which Charges for the Supply of Electricity fluctuate automatically;~~
 - ~~(ab) where the licensee is relying on sub-paragraph 11(b) of standard condition 22C or sub-paragraph 8(b) of standard condition 23, the precise variations to the Charges for the Supply of Electricity;~~

- ~~(b) — The duration of the Contract or Deemed Contract (including, but not limited to, the duration of any fixed term periods and any arrangements for renewing or extending the duration of the Contract or any fixed term periods);~~
- ~~(c) — The rights to end the Contract (including any obligation to pay a Termination Fee) or the circumstance in which a Deemed Contract will end; and~~
- ~~(d) — Any other terms that may reasonably be considered to significantly affect the evaluation by the Customer whether to change their Electricity Supplier.~~

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

~~“SLC 31A Exempt Information” means:~~

- ~~(a) — the SLC 31A Supplier and Customer Information;~~
- ~~(b) — (not used); and~~
- ~~(c) — the information required by standard condition 31E.~~

~~“SLC 31A Supplier and Customer Information” means:~~

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

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

Schedule 4 to standard condition 31A: the Annual Statement

Part 1

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

Any questions after reading your summary?

Visit yourpower.co.uk

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

Mr A Jones
4 Scenario Street
Sample Ville
SAMPLE

Your account number:
123 123 123 123

Summary date:
15 Jan 2012

Supply address:
4 Scenario Street
Sample Ville
SAM PLE

B

Mr Jones,

Your annual electricity summary

For 01 January 2011 to 01 January 2012

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

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

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

C

Your electricity usage summary

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



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

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

D

Could you pay less?

Our cheapest similar tariff

Name: Clear and Simple
You could save: £XX.XX

Our cheapest overall tariff

Name: Online Saver
You could save: £XX.XX

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

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

E Need independent advice about switching tariff or supplier?

For impartial advice on switching suppliers contact Citizens Advice:
adviceguide.org.uk ☎ 08454 04 05 06

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

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

You could also reduce your costs by using less energy

Contact Energy Saving Advice Service for impartial advice on how to save energy:
☎ 0300 123 1234

F About your electricity tariff

Tariff details	
Tariff name	Standard
Tariff type	Standard
Payment method	Cash/Cheque
Unit rate	14.01p per kWh
Standing charge	17.41p per day
Tariff ends on	No end date
Price guaranteed until	Does not apply
Exit fees (if you cancel this tariff before the end date)	Does not apply
Discounts and additional charges	No discounts
Additional products or services included	Loyalty points

Estimated electricity cost for you on this tariff	
Your annual consumption (based on your actual consumption)	3,900 kWh
Personal projection (based on current prices and including VAT)	£529.89

Key contractual terms

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

Other terms

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

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

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

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

Glossary

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

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

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

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

Part 2

~~S4.2 — In respect of its obligations to send an Annual Statement to each Domestic Customer under paragraph 31A.9, the licensee must ensure that the Zones labelled A to F set out in the Annual Statement Template set out in Part 1 of this Schedule 4 are populated in accordance with paragraphs S4.3 to S4.16.~~

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

~~S4.10 The licensee must populate Zone B with:~~

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

~~S4.11 The licensee must populate Zone C with:~~

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

 - ~~(i) — a comparison of the amount of energy (in the format of kWh) used by the Domestic Customer during two separate periods; or~~~~

- ~~(ii) information about the amount of energy (in the format of kWh) used by the Domestic Customer;~~
- ~~(e) a statement informing the Domestic Customer of their Estimated Annual Costs. This statement must be clear and legible. In particular, the figure expressing the Estimated Annual Costs must be printed in bold text no smaller than the text which is used to populate the rest of Zone C, with the exception of the title required by sub-paragraph S4.11(a);~~
- ~~(f) a brief statement explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax (and, where the Domestic Customer is subject to a Warm Home Discount, the licensee may also include a brief statement to the effect that a Warm Home Discount is not included), what it is and what it can be used for, and outlining any assumptions that have been made in its calculation; and~~
- ~~(g) where the Domestic Customer has an Evergreen Supply Contract, a statement to the effect that the Charges for the Supply of Electricity may be increased by the licensee in future.~~

~~S4.12 The licensee must populate Zone D with:~~

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

~~S4.13 The licensee must populate Zone E with:~~

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

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

About your [Entry 1] tariff

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

[Entry 16]

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

- ~~(a) — “[Entry 1]” with the text “Electricity”;~~
- ~~(b) — “[Entry 2]” text setting out the Exact Tariff Name of the Tariff under which the licensee supplies the Domestic Customer;~~
- ~~(c) — “[Entry 3]” with text setting out a description of the Tariff Type which applies to the Tariff;~~
- ~~(d) — “[Entry 4]” with text setting out the Exact Payment Method;~~
- ~~(e) — “[Entry 5]” with text setting out in pence per kWh:
 - ~~(i) — the Relevant Unit Rate (which must be inclusive of value added tax at the applicable rate) which applies to the Tariff under which the licensee supplies the Domestic Customer; or~~
 - ~~(ii) — where applicable, the Relevant Unit Rates (which must be inclusive of value added tax at the applicable rate) which apply to the Tariff under which the licensee supplies the Domestic Customer (adding additional rows where necessary);~~~~
- ~~(f) — “[Entry 6]” with text setting out in pence per day:
 - ~~(i) — the Relevant Standing Charge (which must be inclusive of value added tax at the applicable rate) which applies to the Tariff under which the licensee supplies the Domestic Customer; or~~
 - ~~(ii) — where applicable, the Relevant Standing Charges (which must be inclusive of value added tax at the applicable rate) which apply to the Tariff under which the licensee supplies the Domestic Customer (adding additional rows where necessary);~~~~
- ~~(g) — “[Entry 7]” with:
 - ~~(i) — in the case of a Fixed Term Supply Contract which does not have a Staggered Charging Tariff, text setting out the date (in the format of day, month, year) when the fixed term period ends (or if that date is not ascertainable the duration of the fixed term period);~~
 - ~~(ii) — in the case of a Fixed Term Supply Contract which has a Staggered Charging Tariff, text setting out the date (in the format of day, month, year) when the last fixed term period~~~~

ends (or if that date is not ascertainable the total duration of all the fixed term periods); and

- (iii) ~~in the case of an Evergreen Supply Contract or a Deemed Contract, text which briefly describes the fact that there is no end date.~~
- (h) ~~“[Entry 8]” with text setting out, where the Charges for the Supply of Electricity of a Domestic Supply Contract are guaranteed for a fixed term period, the date (in the form of day, month, year) when the fixed term period ends. If the Charges for the Supply of Electricity of the Domestic Supply Contract are not guaranteed for a fixed term period, the licensee may replace “[Entry 8]” with the text “Not applicable”.~~
- (i) ~~“[Entry 9]” with, where a Termination Fee applies to a Domestic Supply Contract in respect of electricity, the amount (in pounds sterling) of the Termination Fee. If a Termination Fee does not apply, the licensee must replace “[Entry 9]” with a statement to the effect that no Termination Fee applies;~~
- (j) ~~“[Entry 10]” with text setting out any Discounts (excluding any Bundled Products which are Discounts and any Reward Points Discounts), any Warm Home Discount and additional charges (excluding charges which relate to Bundled Products) which apply to the Tariff including the relevant amount in pounds sterling (which must be inclusive of value added tax at the applicable rate) and a brief description of the Discount, Warm Home Discount and additional charge. If no Discounts, Warm Home Discount or additional charges apply, the licensee must replace “[Entry 10]” with the text “Not applicable”.~~
- (k) ~~“[Entry 11]” with text setting out:~~
 - (i) ~~a brief description (including information about any charges, which must be inclusive of value added tax at the applicable rate) of any Tied Bundle (including a Tied Bundle which is a Discount) and any Reward Points Discounts included in the Tariff (If neither Bundled Products nor Reward Points Discounts are included, the licensee must replace “[Entry 11]” with the text “Not applicable”); and~~
 - (ii) ~~where applicable, a statement to the effect that Optional Bundles apply;~~
- (l) ~~“[Entry 12]” with the same text with which it replaces “[Entry 1]”;~~
- (m) ~~“[Entry 13]” with:~~

- ~~(i) — where sub-paragraph (a) of the definition of Annual Consumption Details in standard condition 1 applies, a statement to the effect that the Domestic Customer’s Annual Consumption Details are calculated on the basis of his actual energy usage; and~~
- ~~(ii) — where sub-paragraph (b) of the definition of Annual Consumption Details in standard condition 1 applies, a statement to the effect that the Domestic Customer’s Annual Consumption Details are calculated on the basis of his estimated energy usage;~~
- ~~(n) — “[Entry 14]” with text setting out (in kWh) the Domestic Customer’s Annual Consumption Details;~~
- ~~(o) — “[Entry 15]” with text setting out the Domestic Customer’s Estimated Annual Costs;~~
- ~~(p) — (not used);~~
- ~~(q) — “[Entry 16]” with text setting out:
 - ~~(i) — a statement to the effect that value added tax (at the applicable rate) is included in any Charges for the Supply of Electricity and any other charges which are subject to value added tax and that this may be different to the way such charges are displayed on a Bill or statement of account;~~
 - ~~(ii) — the information required by paragraph 31E.11 of standard condition 31E; and~~
 - ~~(iii) — a brief statement explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax (and, where the Domestic Customer is subject to a Warm Home Discount, the licensee may also include a brief statement to the effect that a Warm Home Discount is not included), what it is and what it can be used for, and outlining any assumptions that have been made in its calculation.~~~~

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

- ~~(a) — under the subheading “Key contractual terms”, text setting out the Relevant Principal Terms which are not included pursuant to the requirements of S4.14 and S4.15, where necessary using an additional page;~~
- ~~(b) — under a suitable heading, text setting out brief, easy to understand explanations of key industry terminology;~~

- ~~(c) under a suitable heading, text setting out the information required by sub-paragraph 31C.5(e), to the extent that the information is not already incorporated pursuant to the requirements of S4.14 and S4.15; and~~
- ~~(d) any other information that must be included to comply with the licensee's regulatory obligations, where necessary using an additional page.~~

~~Condition 31B. Tariff Information Label~~

~~Tariff Information Label~~

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

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

~~31B.2 (Not used).~~

~~Provision and publication of Tariff Information Labels~~

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

~~31B.4 If the licensee or any Affiliate Licensees have a Website, the licensee must publish each Tariff Information Label prepared pursuant to paragraph 31B.1 on that Website in a position that is capable of easily being accessed by any person and which does not require a person to input any information apart from their address or postcode.~~

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

~~31B.6 Where the licensee or Affiliate Licensee offers a person the opportunity to obtain tailored Tariff Information Labels as provided by paragraph 31B.5 above, the licensee or Affiliate Licensee must include on the same page of the Website a prominent statement to the effect that any person can obtain a Tariff Information Label by entering no more information than their address or postcode.~~

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

~~31B.8 (Not used).~~

~~31B.9 (Not used).~~

~~31B.10 (Not used).~~

Guidance

~~31B.11 The licensee must have regard to any guidance on standard condition 31B (including in respect of definitions which appear in standard condition 1) which, following consultation (which may be conducted before this condition takes effect), the Authority may issue and may from time to time revise (following further consultation).~~

Exception to compliance with condition

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

Definitions for condition

~~31B.13 In this condition:~~

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

Schedule 1 to standard condition 31B

Part 1

~~S1.1 The licensee must ensure that the Tariff Information Label is displayed in a format that is fully consistent with the template picture below and, subject to the requirements of Part 2, contains all of the information that appears in the template picture:~~

Your tariff information

About your [Entry 1] tariff	
Supplier	[Entry 2]
Tariff name	[Entry 3]
Tariff type	[Entry 4]
Payment method	[Entry 5]
Unit rate	[Entry 6]
Standing charge	[Entry 7]
Tariff ends on	[Entry 8]
Price guaranteed until	[Entry 9]
Exit fees (if you cancel this tariff before the end date)	[Entry 10]
Discounts and additional charges	[Entry 11]
Additional products or services included	[Entry 12]

[Entry 13]

Frequently asked questions

- What is a kWh (kilowatt-hour)?

[Entry 14]

- [Entry 15]

Part 2

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

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

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

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

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

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

~~S1.7A This paragraph applies where:~~

~~(a) —two or more Tariffs are identical apart from having different terms and conditions in respect of payment methods (other than Charges for the Supply of Electricity) and would have identical Tariff Information Labels on that basis (a “No Payment Method Differential Tariff Information Label”); and~~

~~(b) —the licensee:~~

~~(i) does not supply a Domestic Customer and the licensee or any Representative provides that Domestic Customer with a Tariff Information Label, except where, pursuant to paragraph 31E.8 of standard condition 31E (Provision of Tariff Information Label and Estimated Annual Costs at the same time as Principal Terms), the Tariff Information Label is being provided at the same time as Principal Terms; or~~

~~(ii) does supply a Domestic Customer and the licensee or any Representative provides that Domestic Customer with a Tariff Information Label in respect of a Tariff which is different to the Tariff which applies to the Domestic Customer’s Domestic Supply Contract or Deemed Contract.~~

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

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

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

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

~~(a) —in the case of a Fixed Term Supply Contract which does not have a Staggered Charging Tariff, text setting out the date (in the format of~~

~~day, month, year) when the fixed term period ends (or if that date is not ascertainable the duration of the fixed term period); or~~

~~(b) — in the case of a Fixed Term Supply Contract which does have a Staggered Charging Tariff, text setting out the date (in the format of day, month, year) when the last fixed term period ends (or if that date is not ascertainable the total duration of all the fixed term periods); or~~

~~(c) — in the case of an Evergreen Supply Contract or a Deemed Contract, text which briefly describes the fact that there is no end date.~~

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

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

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

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

~~(a) — a brief description (including information about any charges, which must be inclusive of value added tax at the applicable rate) of any Tied Bundle (including a Tied Bundle which is a Discount) and any Reward Points Discounts included in the Tariff;~~

~~(b) — where applicable, a statement to the effect that Optional Bundles may be available; and~~

~~(c) — if neither Tied Bundles nor Reward Points Discounts are included and no Optional Bundles are available, the licensee must replace “[Entry 12]” with the text “Not applicable”.~~

~~S1.15 — S1.21 (Not used)~~

~~S1.22 The licensee must replace “[Entry 13]” with text setting out:~~

- ~~(a) — a statement to the effect that value added tax (at the applicable rate) is included in any Charges for the Supply of Electricity and any other charges which are subject to value added tax and that this may be different to the way such charges are displayed on a Bill or statement of account;~~
- ~~(b) — the information required by paragraphs 31E.9 and 31E.11 of standard condition 31E; and~~
- ~~(c) — any brief additional text the licensee considers necessary to ensure that the contents of the Tariff Information Label are not misleading.~~

~~S1.23 The licensee must replace “[Entry 14]” with text setting out a brief answer to the question: “What is a kWh (kilowatt-hour)?”~~

~~S1.24 (Not used)~~

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

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

~~Condition 31C. (Not used)~~

Condition 31D. White Label Tariffs

~~31D.1—31D.19 (Not used)~~

Relevant Cheapest Tariff definition

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

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

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

Alternative Cheapest Tariff definition

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

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

- ~~(a) — their Estimated Annual Costs applied in respect of the cheapest Tariff, rather than the Tariff the Domestic Customer is currently subject to;~~
- ~~(b) — where the Domestic Customer is not subject to a Prepayment Meter, the cheapest Tariff compatible with the Electricity Meter installed at the Domestic Customer's premises;~~
- ~~(c) — where the Domestic Customer is subject to a Prepayment Meter, the cheapest Tariff compatible with any Electricity Meter which could be installed at the Domestic Customer's premises;~~
- ~~(d) — where the Domestic Customer is subject to a White Label Tariff:
 - ~~(i) a White Label Tariff of the same White Label Tariff Provider; or~~
 - ~~(ii) a Tariff of the licensee which is not a White Label Tariff;~~~~
- ~~(e) — where the Domestic Customer is not subject to a White Label Tariff,
 - ~~(i) a Tariff which is not a White Label Tariff; or~~
 - ~~(ii) a White Label Tariff of any White Label Tariff Provider of the licensee; and~~~~
- ~~(f) — consideration of both Time of Use Tariffs for which appropriate consumption data is available and Non Time of Use Tariffs.~~

Relevant Cheapest Evergreen Tariff definitions

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

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

- ~~(a) — their Estimated Annual Costs applied in respect of the cheapest Tariff for an Evergreen Supply Contract, rather than the Tariff the Domestic Customer is currently subject to;~~
- ~~(b) — their current payment method;~~
- ~~(c) — their current Relevant Meter Type;~~

- ~~(d) — where the Domestic Customer is subject to a Prepayment Meter, the cheapest Tariff for an Evergreen Supply Contract compatible with the Prepayment Meter installed at the Domestic Customer’s premises; and~~
- ~~(e) — their Account Management Arrangement;~~
- ~~(f) — where the Domestic Customer is subject to a White Label Tariff, a White Label Tariff of the same White Label Tariff Provider; and~~
- ~~(g) — where the Domestic Customer is not subject to a White Label Tariff, a Tariff which is not a White Label Tariff.~~

~~31D.22A In respect of White Label Tariffs, the definition of “Relevant Fixed Term Default Tariff” in standard condition 1 is replaced with the following definition:~~

~~**Relevant Fixed Term Default Tariff** means a Fixed Term Supply Contract available from the licensee (or, where there are any Affiliate Licensees, the licensee and any Affiliate Licensees), that:~~

- ~~(a) has terms and conditions that are similar in nature to the existing Fixed Term Supply Contract for that Domestic Customer, including in respect of:

 - ~~(i) — their current payment method;~~
 - ~~(ii) — their current Relevant Meter Type; and~~
 - ~~(iii) — their current Account Management Arrangement;~~
 - ~~(iv) — their characteristics and preferences;~~
 - ~~(v) — where the Domestic Customer is subject to a White Label Tariff, a White Label Tariff of the same White Label Tariff Provider; and~~
 - ~~(vi) — where the Domestic Customer is not subject to a White Label Tariff, a Tariff which is not a White Label Tariff;~~~~
- ~~(b) must not provide for a Domestic Customer to pay a Termination Fee;~~
- ~~(c) is cheaper than or as cheap as the licensee’s Relevant Cheapest Evergreen Tariff for the particular Domestic Customer, based on a comparison of their respective Estimated Annual Cost;~~

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

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

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

~~Exception to compliance with condition~~

~~31D.24 The licensee is not required to comply with standard condition 31D to such extent and subject to such conditions as the Authority may from time to time direct.~~

Condition 31E. Overarching requirements

31E.1-31E.9 (Not Used)

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

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

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

~~31E.2—This paragraph applies where:~~

- ~~(a) — the licensee only has one Tariff (or, where there are any Affiliate Electricity Licensees, the licensee and any Affiliate Electricity Licensees only have one Tariff); and/or~~
- ~~(b) — the Domestic Customer is already subject to the licensee's (or, where there are any Affiliate Electricity Licensees, the licensee's and any Affiliate Electricity Licensee's) Relevant Cheapest Tariff and/or Alternative Cheapest Tariff (as applicable).~~

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

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

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

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

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

~~31E.5B This paragraph applies where:~~

- ~~(a) the licensee has eligibility criteria for one or more of its Tariffs; and~~
- ~~(b) on the basis of that eligibility criteria and information held by the licensee, the licensee is satisfied that a particular Domestic Customer would not be eligible for one or more of the licensee’s Tariffs.~~

Plain and intelligible language and presentation requirements

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

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

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

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

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

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

Provision of information about things included in Estimated Annual Costs

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

Provision of information regarding inclusion or exclusion of value added tax

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

31E.11 – 31E.15 (Not Used)

Provision of information regarding future increases in charges

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

~~Provision of information regarding Opt-out Bundles~~

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

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

~~Overarching requirements for Staggered Charging Tariffs~~

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

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

~~Overarching requirements where Tariffs have Time of Use Rates~~

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

Guidance

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

Exception to compliance with condition

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

Condition 31F. Encouraging and enabling engagement

Consumer engagement objective

31F.1 The licensee must comply with paragraphs 31F.2 to 31F.5 in a manner which is effective and designed to promote each Domestic Customer to engage positively with their Electricity Supply either (as appropriate to the circumstance):

- (a) by considering switching Tariff or Electricity Supplier; or
- (b) by understanding and managing the costs associated with their Tariff and the electricity that Domestic Customer consumes.

31F.2 In complying with paragraphs 31F.3 and 31F.4 the licensee must take into account that Domestic Customer's characteristics and current Tariff's features and, where appropriate, that Domestic Customer's preferences.

Continuing to make informed tariff choices

31F.3 The licensee must ensure that each Domestic Customer is provided with information, services and/or tools in a Form and at a frequency sufficient to enable that Domestic Customer to:

- (a) understand the key features of their Tariff, including any charges, fees or payments; and
- (b) make informed choices in when, and how much, electricity that Domestic Consumer consumes, including prompting that Domestic Customer to consider ways to be more efficient and/or flexible in how and when that Domestic Customer consumes electricity.

Comparing and switching tariff and supplier

31F.4 The licensee must ensure that each Domestic Customer is provided with information in a Form and at a frequency that is sufficient to enable that Domestic Customer to understand that they can switch Tariff and Electricity Supplier, and may benefit from doing so, including financially.

Providing prompts to engage

31F.5 The licensee must ensure that:

- (a) it seeks to identify each Domestic Customer's Key Prompt Points;
- (b) where a Key Prompt Point is identified, the licensee considers whether it would be appropriate, in line with the objective set out in paragraph 31F.1(a), to provide that Domestic Customer with all of the following:
 - i. that Domestic Customer's Cheapest Tariff Message;

- ii. that Domestic Customer's Estimated Annual Costs; and
 - iii. that Domestic Customer's "About Your Tariff" Label;
- (c) it provides each Domestic Customer with information set out in paragraph 31F.5(b) on at least one occasion in any 12 month period, and at all other Key Prompt Points where it would be appropriate to do so to achieve the objective set out in paragraph 31F.1(a); and
- (d) in the event of a Relevant Change affecting that Domestic Customer the licensee must treat this as a Key Prompt Point and must provide the information set out in paragraph 31F.5(b) on the relevant Notices.

Cheapest Tariff Message

31F.6 Where the licensee supplies the Domestic Customer with electricity and gas under a Dual Fuel Account, the licensee must display the Cheapest Tariff Message that is provided in respect of both electricity and gas separately, except that the licensee may choose to display the statement of Estimated Annual Savings for the Relevant Cheapest Tariff and/or the Alternative Cheapest Tariff as an aggregated figure for both gas and electricity.

Information to be provided alongside Estimated Annual Costs

31F.7 Where Estimated Annual Costs are provided to a Domestic Customer by the licensee or any Representative (either by virtue of a standard condition or on a voluntary basis), the licensee must provide (and take all reasonable steps to ensure that any Representative provides) a brief statement (in Writing where the Estimated Annual Cost are provided in Writing or orally where the Estimated Annual Cost are provided orally) explaining what is included in the Estimated Annual Costs, including, but not limited to, value added tax, what it is and what it can be used for, and outlining any assumptions that have been made in its calculation.

31F.8 Where the licensee provides a Domestic Customer with any information about their Estimated Annual Costs in respect of an Evergreen Supply Contract, the licensee must provide the Domestic Customer with a statement to the effect that the nature of the contract means that the Charges for the Supply of Electricity may be increased by the licensee in the future.

"About Your Tariff" Label

31F.9 The licensee must prepare an "About Your Tariff" Label which must be provided to each Domestic Customer in accordance with paragraph 31F.5(b) and standard condition 31H.5(d) which:

- (a) contains any information that Domestic Customer may require should that Domestic Customer wish to compare tariffs across the retail market; and

- (b) must be provided in a consolidated way and be easily distinguishable from the rest of the communication.

Tariff Information Label

31F.10 The licensee must prepare a Tariff Information Label for each of their Operational Tariffs which consists of a clear and comprehensible list of key features of that Tariff, in a table or other user friendly and consolidated format, to allow easy comparison with the key features of other Tariffs within the licensee's offering.

- (a) If any Relevant Person requests a copy of any Tariff Information Label, the licensee must provide a Written copy to that person free of charge within 5 days after the day the request was received or as soon as reasonably practicable thereafter.
- (b) If the licensee or any Affiliate Licensees have a Website, the licensee must publish each Tariff Information Label on that Website in a position that is capable of easily being accessed by any person and which does not require a person to input any information apart from their address or postcode.

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

31F.11 Where the licensee or any Representative is required by any standard condition to provide information about all the Principal Terms, the licensee must take (and ensure that any Representative takes) all reasonable steps to communicate the following information to the Domestic Customer ~~and ensure that the information is communicated (or, where the information is provided in Writing, drafted) in plain and intelligible language:~~

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

Information about efficient use of electricity

31F.12 The licensee must maintain:

- (a) information about the efficient use of electricity to enable a Domestic Customer to make an informed judgment about measures to improve the efficiency with which ~~they he~~ uses the electricity supplied to ~~their his~~ Domestic Premises; and
- (b) information about sources from which a Domestic Customer may obtain additional information or assistance about measures to improve the

efficiency with which **they he** uses the electricity supplied to **their his** Domestic Premises, including information:

- (i) that is publicly available about financial assistance towards the cost of the measures available from government; or
- (ii) that is available through bodies in receipt of financial assistance from government in connection with measures to promote the efficient use of energy.

31F.13 The licensee must provide the information referred to in paragraph 31F.12 to a Domestic Customer:

- (a) free of charge if **they he** requests that information;
- (b) by operating a telephone information service that provides that information free of charge; and
- (c) by publishing that information on and making it readily accessible from its Website (if it has one).

Bespoke Heating System Arrangements

31F.14 The licensee must take all reasonable steps to ensure that Domestic Customers which are subject to a Bespoke Heating System Arrangement are not at a significant disadvantage to other Domestic Customers when they:

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

Definitions

31F.15 For the purposes of this condition:

“Bespoke Heating System Arrangement” is a contractual arrangement (or, where applicable, part of a contractual arrangement) in respect of a Domestic Supply Contract or a Deemed Contract which only relates to an Electrical Heating System.

“Relevant Change” means Change(s), as defined in standard condition 31I.7, and the changes referred to in standard conditions 22C.5(a), 22D.9 and 23.2.

“Cheapest Tariff Message” means a statement informing the Domestic Customer of:

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

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

“Key Prompt Points” means points in time at which a Domestic Customer is likely to want to consider, or could benefit from considering, their options relating to switching Tariff.

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

Guidance

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

Exception to compliance with condition

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

Condition 31G. Assistance and advice information

31G.1 The licensee must ensure each Domestic Customer is provided with information in a Form and at a frequency that is sufficient to enable that Domestic Customer to quickly and easily understand how to:

- (a) identify and contact each Relevant Party about a problem, question or any other request for assistance. This includes queries, complaints, disputes or emergencies; and
- (b) seek impartial advice from Citizens Advice consumer service.

31G.2 The licensee must ensure that each Domestic Customer is provided, as appropriate in the circumstances, with information in a Form and at a frequency that is sufficient to enable that Domestic Customer to quickly and easily understand:

- (a) what their rights are as regards to the means of dispute settlement available in the event of a dispute, including how to identify and contact the Relevant Ombudsman for the circumstances; and
- (b) how to access appropriate assistance and advice. This includes information about:
 - i. debt prevention and management;
 - ii. improving energy efficiency, including management of electricity consumption and associated costs; and
 - iii. social, financial and energy efficiency programmes.

31G.3 In complying with paragraphs 31G.1 and 31G.2 the licensee must take into account that Domestic Customer's characteristics and current Tariff's features and, where appropriate, that Domestic Customer's preferences.

Energy Consumer Guidance

31G.4 The licensee must publish the latest version of the Energy Consumer Guidance and the Concise Guidance on its website within 28 days of the date on which that version is published by the Citizens Advice or Citizens Advice Scotland.

31G.5 The licensee must inform each of its Domestic Customers how the Energy Consumer Guidance and the Concise Guidance can be accessed by:

- (a) providing each new Domestic Customer whose premises it supplies with electricity under a Contract or a Deemed Contract with this information when the licensee first begins to supply electricity to the Domestic Customer's premises or, in the case of a Deemed Contract, becomes aware that it is doing so; and
- (b) providing this information to a Domestic Customer as soon as reasonably practicable after **they** ~~he~~ requests it.

31G.6 The licensee must provide a copy of the Concise Guidance to a Domestic Customer annually.

Dispute settlement

31G.7 The licensee must provide to each of its Domestic Customers information concerning that Domestic Customer's rights as regards the means of dispute settlement available to ~~them him~~ in the event of a dispute with the licensee by providing that information on any relevant Promotional Materials sent to the Domestic Customer and on or with each Bill or statement of account sent to each Domestic Customer in relation to Charges or annually if the licensee has not sent such a Bill or statement of account to ~~them him~~.

Information to be sent at least annually

31G.8 The licensee must inform each of its Customers of their Supply Number annually if the licensee has not sent a Bill or statement of account to ~~them him~~.

31G.9 The licensee must inform each of its Domestic Customers:

- (a) that Citizens Advice consumer service can assist in providing information and advice to Domestic Customers; and
- (b) how to contact Citizens Advice and Citizens Advice Scotland,

by providing that information annually if the licensee has not sent a Bill or statement of account to ~~them him~~.

Definitions

31G.10 For the purposes of this condition:

“Concise Guidance” means the concise guidance published by Citizens Advice or Citizens Advice Scotland under section 19A of the Consumers, Estate Agents and Redress Act 2007.

“Energy Consumer Guidance” means the energy consumer guidance published by Citizens Advice or Citizens Advice Scotland under section 19A of the Consumers, Estate Agents and Redress Act 2007.

“Relevant Party” Relevant parties are the licensee, their Representatives and the Licensed Distributor (via the Licensed Distributor's Enquiry Service).

Guidance

31G.11 The licensee must have regard to any guidance on SLC 31G (including in respect of definitions which appear in standard condition 1) which, following

consultation, the Authority may issue and may from time to time revise (following further consultation).

Exception to compliance with condition

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

Condition 31H. Relevant Billing Information, Bills and statements of account

Provision of Relevant Billing Information, Bills and statements of account

31H.1 The licensee must ensure each Domestic Customer is provided with Relevant Billing Information, and where relevant Bills or statements of account, in a Form and at a frequency that is sufficient to enable that Domestic Customer to understand and manage the costs associated with their Tariff and the electricity they consume.

31H.2 In complying with paragraph 31H.1 the licensee must take into account that Domestic Customer's characteristics and current Tariff's features and, where appropriate, that Domestic Customer's preferences.

31H.3 Bills and statements of account must either:

- (a) be provided in a Form that allows that Domestic Customer to easily retain a copy; or
- (b) be easily made available for reference.

Information to be provided on Bills and statements of account

31H.4 The licensee must provide the following information in Writing on every Bill or statement of account sent to a Domestic Customer:

- (a) that Domestic Customer's Supply Number;
- (b) subject to paragraph 31H.6, a comparison of the Domestic Customer's electricity consumption for the period covered by the Bill or statement of account, with the Domestic Customer's electricity consumption for the corresponding period in the previous year (for the purposes of this condition, the "corresponding period");
- (c) a clearly visible, Optical Label containing each of the Relevant Data Items for Electricity in such a manner that, when scanned with a Relevant Device (in conjunction with a separate software program or otherwise), the Relevant Data Items for Electricity are loaded on to the Relevant Device in accordance with the Specified Sequence without any requirement for the Domestic Customer to input further information into the Device; where the Domestic Customer is supplied with electricity and gas under a Dual Fuel Account, the licensee may use a single Optical Label containing the Relevant Data Items for Gas and the Relevant Data Items for Electricity in accordance with the Specified Sequence; data items other than Relevant Data Items may be included in the Optical Label provided they do not interfere with the Specified Sequence or with the ability of a Relevant Device to scan,

access or load any of the Relevant Data Items in accordance with this provision;

- (d) an “About Your Tariff” Label; and
- (e) information about dispute settlement in line with requirements in 31G.8.

31H.5 The licensee must inform each of its Domestic Customers:

- (a) that Citizens Advice consumer service can assist in providing information and advice to Domestic Customers; and
- (b) how to contact Citizens Advice and Citizens Advice Scotland,

by providing that information on or with each Bill or statement of account sent to each Domestic Customer in relation to Charges.

31H.6 The requirement in sub-paragraph 31H.4 (b) ~~31A.2(a)~~ only applies if the licensee has been contracted to supply electricity to the same Domestic Customer at the same Domestic Premises throughout the period:

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

31H.7 The requirement in sub-paragraph 31H.4 (c) ~~31A.2(f)~~ does not apply:

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

31H.8 The licensee must make it clear on the Bill or statement of account whether any estimates of the Domestic Customer’s electricity consumption have been used in producing the information.

Terms of Domestic Supply Contracts

31H.9 The licensee must ensure that the terms and conditions of each Domestic Supply Contract and Deemed Contract comply with the provisions of ~~section A-of~~ standard condition 31H ~~31A~~.

31H.10 The licensee must ensure that each Domestic Supply Contract and Deemed Contract contains terms and conditions which reflect the effect of:

- (a) any requirement of standard condition **31H 31A** which could reasonably be considered as:
 - (i) giving a particular Domestic Customer a right to receive or do something in any circumstances;
 - (ii) giving a particular Domestic Customer a right to avoid being subject to something in any circumstances; and
 - (iii) providing for a specific form of protection for a particular Domestic Customer in any circumstances; and
- (b) any provisions standard condition **31H 31A** specified in directions, which following consultation, the Authority may issue and may from time to time revise (following further consultation).

Definitions

31H.11 “**Relevant Billing Information**” means any information a Domestic Customer may need to understand and manage the costs associated with their Tariff and the electricity they consume. This includes (either collectively or at differing frequencies, as appropriate to that Domestic Customer and the circumstance):

- (a) any charges, fees or payments to or from that Domestic Customer’s account, and what is owed to or by the licensee;
- (b) how any charges, fees or payments are calculated; and
- (c) when and how that Domestic Customer needs to make any payments or will have payments deducted, leaving reasonable time for that Domestic Customer to arrange payment before it falls due.

Guidance

31H.12 The licensee must have regard to any guidance on SLC 31H (including in respect of definitions which appear in standard condition 1) which, following consultation, the Authority may issue and may from time to time revise (following further consultation).

Exception to compliance with condition

31H.13 The licensee is not required to comply with standard condition 31H to such extent and subject to such conditions as the Authority may from time to time direct.

Condition 31I. Contract changes information (notifications of price increases, disadvantageous unilateral variations and end of fixed term contracts)

31I.1 The licensee must ensure each Domestic Customer is provided with a Notice prior to the event of:

- (a) a Disadvantageous Unilateral Variation;
- (b) an increase in the Charge(s) for the Supply of Electricity to a Domestic Premises (including by making any reduction in the amount of a Discount that is applied to a Unit Rate or Standing Charge); and
- (c) a renewal of a Fixed Term Supply Contract.

31I.2 Notices under paragraph 31I.1 must:

- (a) be provided 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 proposed Change(s), leaving reasonable time for that Domestic Customer to avoid any Change(s) before they take effect; and
- (b) contain information which is sufficient to enable that Domestic Customer to understand:
 - i. the Change(s), including the main reason(s) for the Change(s);
 - ii. any potential implications (including any financial implications) of the Change(s) for that Domestic Customer if no action is taken;
 - iii. when the Change(s) take effect; and
 - iv. that Domestic Customer's rights and available options relevant to the Change(s).

31I.3 In complying with paragraphs 31I.1 and 31I.2 the licensee must take into account that Domestic Customer's characteristics and, where appropriate, that Domestic Customer's preferences.

Notices in the event of Disadvantageous Unilateral Variations or increases in Charge(s) for the Supply of Electricity

31I.4 The Notice referred to in paragraphs 31I.1(a) and (b) (a "Relevant Contract Change Notice"):

- (a) without prejudice to a Gas Relevant Contract Change ~~SLC-23~~ Notice, must not be provided in conjunction with any other information, including (but not limited to) a Bill, statement of account, ~~Annual Statement~~ or marketing material;

- (b) must inform the Domestic Customer that **they he** may end the Domestic Supply Contract if the increase in the Charges for the Supply of Electricity or Disadvantageous Unilateral Variation is unacceptable to **them him** by changing **their his** Electricity Supplier or entering into a new contract with **their his** Electricity Supplier;
- (c) 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; and
- (d) may inform the Domestic Customer where **they he** may obtain impartial advice and information on energy efficiency.

Domestic Statement of Renewal Terms

31I.5 The Notice referred to in paragraph 31I.1(c) (a “Domestic Statement of Renewal Terms”) must include:

- (a) a statement explaining that if the Domestic Customer does not change supplier or does not expressly agree a new Evergreen Supply Contract, a new Fixed Term Supply Contract or a further fixed term period for a Fixed Term Supply Contract by the date the fixed term period of the existing Fixed Term Supply Contract is due to end, the Domestic Customer will become subject to either the Relevant Cheapest Evergreen Tariff or a Relevant Fixed Term Default Tariff, as applicable;
- (b) information about how and when the Domestic Customer may terminate their Fixed Term Supply Contract without being charged a Termination Fee and a statement explaining the effect of paragraphs 24.8 to 24.12 of standard condition 24;
- (c) changes to the Principles Terms, this means:
 - (i) **draw the Domestic Customer’s attention to the current Principal Terms;**
 - (ii) the Principal Terms that would apply if the Domestic Customer becomes subject to either the Relevant Cheapest Evergreen Tariff or a Relevant Fixed Term Default Tariff, as applicable, by virtue of paragraph 22C.7;
 - (iii) where a Notice is also being provided to the Domestic Customer pursuant to SLC 22C.5(a), the Principal Terms that would apply if the Domestic Customer agrees a further fixed term period for an existing Fixed Term Supply Contract;
- (d) **the new Estimated Annual Costs and Tariff Information Label with the new Principal Terms, as required by paragraph 31F.11;**

31I.6 The licensee must ensure that, with the exception of the Notice described in paragraph 22C.5, the Domestic ~~SLC 22C~~ Statement of Renewal Terms is separate from any other document (including, but not limited to, a Bill, statement of account, or marketing material) and is provided to the Domestic Customer separately from any other document (including, but not limited to, a Bill, statement of account, ~~Annual Statement~~ or marketing material).

Definitions

31I.7 For the purposes of this licence condition “the Change” means Disadvantageous Unilateral Variations, increases in Charge(s) for the Supply of Electricity to a Domestic Premises (including by making any reduction in the amount of a Discount that is applied to a Unit Rate or Standing Charge) and renewals of a Fixed Term Supply Contract.

Guidance

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

Exception to compliance with condition

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

Condition 37: Green Deal information requirements [Extracts]

Green Deal Annual Statements

- 37.7 The licensee must, from 1 March 2013, provide the following information in writing to every Green Deal Bill Payer who is a Domestic Customer once in every 12 month period, on the same side of a page (hereafter referred to as a “Green Deal Annual Statement”):
- (a) an estimate of the total annual Green Deal Charges based on the daily amount of Green Deal Charges known to the licensee at the time the relevant Green Deal Annual Statement is prepared, and taking into account any forthcoming expiry of the Green Deal Plan that the licensee is aware of;
 - (b) ~~where the Green Deal Annual Statement is not provided in conjunction with an Annual Statement,~~ the Domestic Customer’s Estimated Annual Costs based on the quantity of electricity supplied to the Domestic Customer’s Premises during the previous 12 months;
 - (c) where paragraph 37.3 applies ~~and the Green Deal Annual Statement is not provided in conjunction with a Gas Annual Statement,~~ the Domestic Customer’s Gas Estimated Annual Costs, based on the quantity of gas supplied to the Domestic Customer’s Premises during the previous 12 months;
 - (d) the Green Deal Electricity Savings, the Green Deal Gas Savings and the Green Deal Other Fuel Savings (except, in each case, where the amount is zero); and
 - (e) details of where the Customer can find impartial advice and information about its Green Deal Plan(s) (and such details shall include a telephone number and website address for the provider of such impartial advice).
- 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 **Green Deal** 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:

“Energy Ombudsman”

~~means the person appointed by the Secretary of State, and approved by the Authority, to administer the redress scheme within the meaning of section~~

	48(1) of the Consumers, Estate Agents and Redress Act 2007.
“Financial Ombudsman Service”	means the ombudsman scheme referred to in section 225 of the Financial Services and Markets Act 2000.
“Gas Annual Statement”	means an Annual Statement provided pursuant to standard condition 31A of the Gas Supply Licence.
“Green Deal Ombudsman”	has the meaning given in the Green Deal Regulations.
“Relevant Ombudsman”	means any of the Green Deal Ombudsman, the Energy Ombudsman or the Financial Ombudsman Service.