

THE NORTHERN IRELAND AUTHORITY FOR UTILITY REGULATION
NOTICE UNDER ARTICLE 14(2) OF THE ELECTRICITY (NORTHERN IRELAND)
ORDER 1992 (AS AMENDED)

MODIFICATIONS PROPOSED TO LICENCES TO SUPPLY ELECTRICITY

The Northern Ireland Authority for Utility Regulation (the **Authority**) proposes to modify the conditions of all electricity supply licences in exercise of its powers under Article 14(1) of the Electricity (Northern Ireland) Order 1992 (the **Order**).

In accordance with Article 14(2) of the Order the Authority gives notice as follows:

- 1 The Authority proposes to make modifications to the electricity supply licence (the **Licence**), granted or treated as granted under Article 10(1)(c) of the Order, held by each company (the **Licensee**) listed in the table below:

	Name and Registered Number of Company (the Licensee)
1	EP Ballylumford Limited - NI026040
2	Bord Gáis Energy Limited - 463078
3	Budget Energy Limited - NI073739
4	Project Plug Limited t/a Click Energy - NI626418
5	ESB Independent Energy (NI) Ltd t/a Electric Ireland – 252609
6	Electricity Supply Board (ESB)
7	ElectroRoute Energy Supply NI Limited - NI639971
8	Energia Customer Solutions NI Limited - NI035800
9	Erova Energy Limited - 557068
10	Firmus Energy (Supply) Limited - 05369108
11	Flogas Enterprise Solutions Limited - 376223
12	Gaelectric Green Energy Limited - NI620250
13	LCC Power Limited t/a Go Power - NI608111
14	LCC Group Limited - NI031142
15	Orstead Onshore Green Energy NI Limited - NI636379
16	NIE Energy Limited - NI027394
17	Share Energy Trading Limited - NI690170
18	SSE Airtricity Energy Supply (NI) Limited - NI041956
19	Statkraft Markets GmbH – FC035811
20	3T Power Limited - NI618682

- 2 The proposed modifications are to the conditions of the Licence as further discussed and explained in the position paper entitled 'Improving the Non-domestic Consumer Experience – Position Paper' as published by the Authority on the same date as this notice (the **Position Paper**). This consultation on proposed licence modifications follows the Authority's consideration of consultee responses to the October 2024 consultation on proposed measures for improving the non-domestic consumer experience.

- 3 The actual text of the proposed modifications is set out in schedule 1 to the notice below ("**schedule 1**"). The original licence text that is being retained is in black, any new text is in red and any original text that is being removed is in red and strikethrough.
- 4 The effects of the proposed modifications will be to:
- (a) require the Licensee to disclose pricing information (including unit rates, standing charges and other charges per electricity meter) to Small Business Customers¹ on its website;
 - (b) require the Licensee to let Small Business Customers know if there are alternative measures or options available to them instead of the payment of a Security Deposit² and, where a Security Deposit is requested by the Licensee, to provide Small Business Customers with clear and specific information with regard to when the Security Deposit will be paid back to them; and
 - (c) prevent the Licensee from requiring a Non-Domestic Customer on a Deemed Contract to meet specific notice requirements before being able to change Electricity Supplier.
- 5 The reasons why the Authority proposes to modify the Licence are as follows:
- (a) the Authority considers it fundamental for Small Business Customers to have access to clear and transparent price information in order to enable them to engage meaningfully in the competitive supply market (see further paragraphs 2.23 to 2.45 of the Position Paper);
 - (b) the Authority considers it essential that supplier processes around Security Deposits are transparent and clearly communicated to customers to enable the customer to compare options easily (see further paragraphs 2.77 to 2.90 of the Position Paper); and
 - (c) the Authority considers that a customer should only be on a deemed contract for a limited period and a customer on a deemed contract should

¹ Defined within the electricity supply licence as "a Non-Domestic Customer supplied with electricity and consuming less than 50 MWh per annum based on its most recent previous actual 12 months consumption or, where such data is not available, the estimated consumption used for customer billing or the Actual or Estimated Usage Factor (AUF or EUF) as defined in the Market Registration Code approved by the Authority in accordance with a condition of the Distribution Licence held by a Licensed Distributor. This does not include a non-domestic customer that is a single legal entity with more than one premises where the total electricity consumption of those premises is more than 50 MWh per annum."

² Defined within the electricity supply licence as "a deposit of money as security for the payment of Charges for the Supply of Electricity", where such charges are those "made by the Electricity Supplier in respect of the supply of electricity to that Customer."

be able to change supplier at the earliest opportunity should they wish to do so (see further paragraphs 2.91 to 2.104 of the Position Paper.

- 6 The modifications are proposed to take effect on 4th February 2026.
- 7 Representations or objections with respect to any or all of the proposed modifications to any Licence may be made on or before 5pm on 4th August 2025 by writing to or e-mailing:

Lauren Skillen-Baine
Utility Regulator
1st Floor Millennium House
Great Victoria St
Belfast BT2 7AQ
Tel: 02890 316339
Email: lauren.skillen-baine@uregni.gov.uk

- 8 The Authority has, in accordance with Article 14(4) of the Order, sent a copy of this notice to the Licensees, the Department for Economy and the General Consumer Council.

Dated this 3rd day of July 2025



John French

For and on behalf of the Northern Ireland Authority for Utility Regulation

SCHEDULE 1 – THE PROPOSED MODIFICATIONS

Condition 38B: Publishing Required Price Information for Small Business Customers

1 The licensee must ensure that an up to date copy of the Required Price Information is available, in the Prescribed Format, on and made readily accessible from its website for each Small Business Customer that has entered its Primary Information onto the licensee's website.

2 In this Condition:

Other Charges

means any other charges payable under the terms and conditions of each contract.

Prescribed Format

means a format which shows:

- (a) the total estimated cost for the duration of each contract, as calculated by the licensee from the Primary Information; and
- (b) where applicable, the cost of each of the following separate components:
 - (i) Standing Charge(s);
 - (ii) Unit Rate(s); and
 - (iii) Other Charges.

Required Price Information

means each separate combination of Standing Charges, Unit Rates and Other Charges per Electricity Meter, which is available for a Small Business Customer supplied or requiring to be supplied with electricity by the licensee, and which

combination remains available for an identified period, subject only to the licensee conducting a Successful Credit Check and any terms and conditions that may apply to any existing Small Business Customer Contract between the Small Business Customer and the licensee.

Primary Information

- (a) means in respect of each Small Business Customer: where available the consumption of electricity over a monthly, quarterly, 6 month, or 12 month period (such period being at the customer's choice); and
- (b) where the consumption information referred to in paragraph (a) is not available, the aggregate amount of all Charges for the Supply of Electricity (expressed in pounds sterling (GBP)) over a monthly, quarterly, 6 month, or 12 month period (such period being at the customer's choice).

Small Business Customer

has the meaning given to it in Condition 27.

Standing Charge

means a monetary amount that is chargeable to the Small Business Customer on a daily basis and which is chargeable in addition to charges arising on the basis of a Unit Rate.

Successful Credit Check

means the licensee conducting a credit checking process on the Small Business

Customer and the licensee being satisfied with the credit result.

Unit Rate

means the monetary amount that is chargeable in respect of each unit of electricity consumed.

Condition 27A: Security Deposits

- 1 The Licensee shall not require a Domestic Customer to pay a Security Deposit in respect of the supply of electricity to the Domestic Customer's premises:
 - (a) where the Domestic Customer agrees for the electricity to be supplied through a prepayment meter and it is safe and reasonably practicable in all the circumstances of the case for the Licensee to supply the premises through such a meter; or
 - (b) where it is unreasonable in all the circumstances of the case to require the Domestic Customer to pay a Security Deposit.
- 2 Any Security Deposit required by the Licensee shall be of an amount that:
 - (a) is reasonable in all the circumstances of the case; and
 - (b) does not exceed the Charges of the Supply of Electricity likely to be applicable for an average three month period of supply, as calculated by reference to the consumption of electricity reasonably expected at the relevant premises by the Domestic Customer.
- 3 The Licensee shall, where it requires a Domestic Customer to pay a Security Deposit, at the same time inform the Domestic Customer of the effect of paragraph 5.
- 4 Subject to paragraph 5, any Security Deposit given by a Domestic Customer shall be repaid by the Licensee:
 - (a) within 28 days where, in the previous 12 months, the Domestic Customer has paid all Charges for the Supply of Electricity demanded from him within 28 days of each written demand made; or
 - (b) as soon as reasonably practicable, and in any event within 1 month, where the Licensee has ceased to supply the Domestic Customer and the customer has paid all Charges for the Supply of Electricity demanded from him.

- 5 Sub-paragraph 4(a) shall not apply where it is reasonable in all the circumstances for the Licensee to retain the Security Deposit.
- 6 The Licensee shall not require a Small Business Customer to pay a Security Deposit in respect of the supply of electricity to the Small Business Customer's premises:
- (a) where the Small Business Customer agrees for the electricity to be supplied through a prepayment meter and it is safe and reasonably practicable in all the circumstances of the case for the Licensee to supply the premises through such a meter; or
 - (b) where it is unreasonable in all the circumstances of the case to require the Small Business Customer to pay a Security Deposit.
- 7 Any Security Deposit required by the Licensee shall be of an amount that:
- (a) is reasonable in all the circumstances of the case; and
 - (b) does not exceed the Charges of the Supply of Electricity likely to be applicable for an average three month period of supply, as calculated by reference to the consumption of electricity reasonably expected at the relevant premises by the Small Business Customer.
- 8 The Licensee shall ensure that the methodology used to calculate the amount of any Security Deposit required to be paid by a Small Business Customer:
- (a) is published on and made readily accessible from its website; and
 - (b) allows the Small Business Customer to reasonably understand the likely amount of any Security Deposit that it may be required to pay.
- 9 Where the Licensee requests a Security Deposit from a Small Business Customer, it shall inform the Small Business Customer:
- (a) of any alternative measures or options it can offer to the Small Business Customer which would enable it to manage the applicable credit risk;
 - (b) how the customer can, if it would prefer not to pay a Security Deposit,

request that an alternative measure or option is provided to it;

- (c) where the customer makes such a request, of any changes to the terms and conditions of the Contract;
- (d) of the circumstances in, and timescales (which timescales shall be reasonable) within, which any Security Deposit received by the Licensee will be repaid to the Small Business Customer.

10 The Licensee shall ensure that it:

- (a) acts as a reasonable and prudent operator in managing any Security held by it; and
- (b) puts in place and complies with financial arrangements as necessary and adequate to ensure that it can return security deposits to Small Business Customer within the timescales communicated to them in accordance with paragraph 9(d).

11 In this Condition:

Small Business Customer has the meaning given to it in Condition 27 ~~means a Non-Domestic Customer supplied with electricity and consuming less than 50 MWh per annum based on its most recent previous actual 12 months consumption or, where such data is not available, the estimated consumption used for customer billing or the Actual or Estimated Usage Factor (AUF or EUF) as defined in the Market Registration Code approved by the Authority in accordance with a condition of the Distribution Licence held by a Licensed Distributor. This does not include a non-domestic customer that is a single legal entity with more than one premises where the total electricity consumption of those premises is more than 50 MWh per annum.~~

CONDITION 28: DEEMED CONTRACTS

- 1 The Licensee shall, in accordance with paragraph 3 of Schedule 6 to the Order, make a scheme for determining the terms and conditions of its Deemed Contracts.
- 2 The Licensee shall ensure that each of its Deemed Contracts provides that it will terminate automatically in the event that a Last Resort Supply Direction is given to another Electricity Supplier in relation to the premises supplied under that Deemed Contract.
- 3 Subject to paragraph 5, the Licensee must take all reasonable steps to ensure that the terms of each of its Deemed Contracts are not unduly onerous.
- 4 For the purposes of paragraph 3, the terms of a Deemed Contract shall be unduly onerous for any class of Domestic Customers, or for any class of Non-Domestic Customers, only if the revenue derived from supplying electricity to the premises of the relevant class of customers on those terms:
 - (a) significantly exceeds the Licensee's costs of supplying electricity to those premises; and
 - (b) exceeds such costs of supplying electricity by significantly more than the Licensee's revenue exceeds its costs of supplying electricity to the premises of the generality of its Domestic Customers or, as the case may be, to the premises of the generality of its Non-Domestic Customers (in each case excluding from the calculation premises supplied under a Last Resort Supply Direction).
- 5 Where a Customer is being supplied by the Licensee with electricity under a Deemed Contract as a result of a Last Resort Supply Direction being issued in relation to his premises, paragraph 3 shall not apply until that direction stops having effect.
- 6 The Licensee shall ensure that each of its Deemed Contracts shall provide that, where a Customer intends his premises to be supplied with electricity under a Contract agreed with the Licensee or any other Electricity Supplier, the Deemed

Contract will continue to have effect until the Licensee or the other Electricity Supplier, as appropriate, begins to supply electricity to the premises under such a Contract.

- 7 If the Licensee supplies electricity to a Customer under a Deemed Contract, the Licensee may not demand of the Customer any sum of money or other compensation (whether financial or otherwise) solely because the Deemed Contract is terminated (by whatever means).
- 8 If the Licensee supplies electricity to a Customer's premises under a Deemed Contract, it must take all reasonable steps to:
 - (a) provide that Customer with a notice:
 - (i) setting out the Principal Terms of the Deemed Contract;
 - (ii) informing the Customer that Contracts with terms and conditions that may be different from the terms and conditions of Deemed Contracts may be available from the Licensee and of how further information about such terms may be obtained; and
 - (b) enter into a Contract with the Customer as soon as reasonably practicable.
- 9 If any person requests a copy of a Deemed Contract that the Licensee has available, the Licensee must provide it to that person within a reasonable period of time after receiving the request.
- 10 In determining the number of kilowatt hours of electricity that are to be treated as supplied to or taken at premises under a Deemed Contract, the Licensee must act reasonably and take into account available electricity consumption data for the premises and any other relevant factor.
- 11 Where the Licensee enters into a Deemed Contract with a Non-Domestic Customer, the Deemed Contract must not:
 - (a) include a fixed term period;

- (b) without prejudice to paragraph 6, require the Customer to give notice (in any form) to the Licensee to terminate the Deemed Contract before the Customer can enter into a contract with another electricity supplier for that electricity supplier to provide the supply of electricity to the Customer's premises.