

**THE NORTHERN IRELAND AUTHORITY FOR UTILITY REGULATION**  
**NOTICE UNDER ARTICLE 14(2) OF THE GAS (NORTHERN IRELAND) ORDER**  
**1996 (AS AMENDED)**

**MODIFICATIONS PROPOSED TO LICENCES TO SUPPLY GAS**

The Northern Ireland Authority for Utility Regulation (the **Authority**) proposes to modify the conditions of all gas supply licences in exercise of its powers under Article 14(1) of the Gas (Northern Ireland) Order 1996 (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 gas supply licence (the **Licence**), granted or treated as granted under Article 8(1)(c) of the Order, held by each company (the **Licensee**) listed in the table below:

	<b>Name and Registered Number of Company (the Licensee)</b>
1	SSE Airtricity Gas Supply (NI) Ltd – NI032810
2	Firmus energy (Supply) Ltd - Ten Towns - 05369108
3	Firmus energy (Supply) Ltd - Greater Belfast Area - 05369108
4	Flogas Enterprise Solutions Limited - 07232701
5	ESB Independent Energy (NI) Ltd t/a Electric Ireland - 252609
6	LCC Group Ltd t/a Go Power – NI031142
7	Flogas Natural Gas Limited- NI622648
8	Energia Customer Solutions NI Limited – NI035800
9	Power NI Energy Limited – NI027394
10	SSE Airtricity Gas Supply (NI) Ltd – NI032810
11	SSE Energy Supply Limited - 03757502
12	Shell Energy Europe Limited - 04162523
13	Viridian Energy Limited - 306035
14	Bord Gais Energy Ltd - 463078
15	AES Ballylumford Limited – NI026040
16	British Gas Trading Limited - 03078711
17	Coolkeeragh ESB Limited – NI042138
18	ElectroRoute Energy Trading Limited - 497188
19	Electricity Supply Board (ESB)
20	EP NI Energy Limited – NI667118
21	EP Commodities, a.s. - 03437680
22	Ceres Energy Limited - 06490828

- 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 gas meter) to Small Business Consumers<sup>1</sup> on its website;
  - (b) require the Licensee to let Small Business Consumers know if there are alternative measures or options available to them instead of the payment of a Security Deposit<sup>2</sup> and, where a Security Deposit is requested by the Licensee, to provide Small Business Consumers 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 Consumer on a Deemed Contract to meet specific notice requirements before being able to change Gas Supplier.
- 5 The reasons why the Authority proposes to modify the Licence are as follows:
  - (a) the Authority considers it fundamental for Small Business Consumers 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 consumers to enable the consumer to compare options easily (see further paragraphs 2.77 to 2.90 of the Position Paper); and

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<sup>1</sup> Defined within the gas supply licence as "a business consumer supplied with gas and consuming less than 73.2 MWh per annum based on the Annual Quantity of the supply meter point as defined in the Network Code. This does not include a business consumer that is a single legal entity with more than one premises where the total gas consumption of those premises is more than 73.2 MWh per annum."

<sup>2</sup> Defined within the gas supply licence as "a deposit of money as security for the payment of charges for the supply of gas", where such charges include in relation to the Licensee and a particular consumer, "charges made by the Licensee in respect of the provision to that consumer of a gas meter".

- (c) the Authority considers that a consumer should only be on a deemed contract for a limited period and a consumer on a deemed contract should 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 4<sup>th</sup> 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 4<sup>th</sup> 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](mailto: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 the Economy and the General Consumer Council.

Dated this 3<sup>rd</sup> day of July 2025



**John French**

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

## SCHEDULE 1 – THE PROPOSED MODIFICATIONS

### Condition 2.19B: Publishing Required Price Information for Small Business Consumers

2.19B.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 Consumer that has entered its Primary Information onto the licensee's website.

2.19B.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 Gas Meter, which is available for a Small Business Consumer supplied or requiring to be supplied with gas 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 Consumer Contract between the Small Business Consumer and the licensee.

**Primary Information**

means in respect of each Small Business Consumer:

- (a) the location of the premises of the Small Business Consumer;
- (b) where available the consumption of gas over a monthly, quarterly, 6 month, or 12 month period (such period being at the consumer's choice); and
- (c) where the consumption information referred to in paragraph (a) is not available, the aggregate amount of all Charges for the Supply of Gas (expressed in pounds sterling (GBP)) over a monthly, quarterly, 6 month, or 12 month period (such period being at the consumer's choice).

**Small Business Consumer**

has the meaning given to it in Condition 2.18.

**Standing Charge**

means a monetary amount that is chargeable to the Small Business Consumer 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 Consumer and the licensee being satisfied with the credit result.

**Unit Rate**

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

### **Condition 2.22: Security Deposits**

2.22.1 The Licensee shall not require a domestic consumer to pay a Security Deposit in respect of the supply of gas to the domestic consumer's premises:

- (a) where the domestic consumer agrees for the gas 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 consumer to pay a Security Deposit.

2.22.2 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 for the supply of gas likely to be applicable for an average three month period of supply, as calculated by reference to the consumption of gas reasonably expected at the relevant premises by the domestic consumer.

2.22.3 The Licensee shall, where it requires a domestic consumer to pay a Security Deposit, at the same time inform the domestic consumer of the effect of paragraph 2.22.5.

2.22.4 Subject to paragraph 2.22.5, any Security Deposit given by a Domestic consumer shall be repaid by the Licensee:

- (a) within 28 days where, in the previous 12 months, the domestic consumer has paid all charges for the supply of gas 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 consumer and the consumer has paid all charges for the supply of gas demanded from him.

2.22.5 Sub-paragraph 2.22.4(a) shall not apply where it is reasonable in all the circumstances for the Licensee to retain the Security Deposit.

2.22.6 The Licensee shall not require a Small Business Consumer to pay a Security Deposit in respect of the supply of gas to the Small Business Consumer's premises where it is unreasonable in all the circumstances of the case to require the Small Business Consumer to pay a Security Deposit.

2.22.7 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 gas likely to be applicable for an average three month period of supply, as calculated by reference to the consumption of gas reasonably expected at the relevant premises by the Small Business Consumer.

2.22.8 The Licensee shall ensure that the methodology used to calculate the amount of any Security Deposit required to be paid by a Small Business Consumer:

- (a) is published on and made readily accessible from its website; and
- (b) allows the Small Business Consumer to reasonably understand the likely amount of any Security Deposit that it may be required to pay.

2.22.9 Where the Licensee requests a Security Deposit from a Small Business Consumer, it shall inform the Small Business Consumer:

- (a) of any alternative measures or options it can offer to the Small Business Consumer which would enable it to manage the applicable credit risk;
- (b) how the consumer 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 consumer 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 Consumer.

2.22.10 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 Consumer within the timescales communicated to them in accordance with paragraph 2.22.9(d).

2.22.11 In this Condition:

**Small Business Consumer** has the meaning given to it in Condition 2.18—~~means a business consumer supplied with gas and consuming less than 73.2 MWh per annum based on the Annual Quantity of the supply meter point as defined in the Network Code. This does not include a business consumer that is a single legal entity with more than one premises where the total gas consumption of those premises is more than 73.2 MWh per annum.~~

## **Condition 2.1: Deemed Contracts**

- 2.1.1 The Licensee shall, in accordance with section 12 of the Energy Act (Northern Ireland) 2011, make a scheme for determining the terms and conditions of its Deemed Contracts.
- 2.1.2 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 Gas Supplier in relation to the premises supplied under that Deemed Contract.
- 2.1.3 Subject to paragraph 2.1.5, the Licensee must take all reasonable steps to ensure that the terms of each of its Deemed Contracts are not unduly onerous.
- 2.1.4 For the purposes of paragraph 2.1.3, the terms of a Deemed Contract shall be unduly onerous for any class of domestic consumers, or for any class of business consumers, only if the revenue derived from supplying gas to the premises of the relevant class of consumers on those terms:
- (a) significantly exceeds the Licensee's costs of supplying gas to those premises; and
  - (b) exceeds such costs of supplying gas by significantly more than the Licensee's revenue exceeds its costs of supplying gas to the premises of the generality of its domestic consumers or, as the case may be, to the premises of the generality of its business consumers (in each case excluding from the calculation premises supplied under a Last Resort Supply Direction).
- 2.1.5 Where a consumer is being supplied by the Licensee with gas under a Deemed Contract as a result of a Last Resort Supply Direction being issued in relation to his premises, paragraph 2.1.3 shall not apply until that direction stops having effect.
- 2.1.6 The Licensee shall ensure that each of its Deemed Contracts shall provide that, where a consumer intends his premises to be supplied with gas under a Contract agreed with the Licensee or any other gas supplier, the Deemed

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

2.1.7 If the Licensee supplies gas to a consumer under a Deemed Contract, the Licensee may not demand of the consumer any sum of money or other compensation (whether financial or otherwise) solely because the Deemed Contract is terminated (by whatever means).

2.1.8 If the Licensee supplies gas to a consumer's premises under a Deemed Contract, it must take all reasonable steps to:

- (a) provide that consumer with a notice:
  - (i) setting out the Principal Terms of the Deemed Contract;
  - (ii) informing the consumer 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 consumer as soon as reasonably practicable.

2.1.9 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.

2.1.10 In determining the number of kilowatt hours of gas 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 gas consumption data for the premises and any other relevant factor.

2.1.11 Where the Licensee enters into a Deemed Contract with a Non-Domestic Consumer, the Deemed Contract must not:

- (a) include a fixed term period;

- (b) without prejudice to paragraph 2.1.6, require the consumer to give notice (in any form) to the Licensee to terminate the Deemed Contract before the consumer can enter into a contract with another gas supplier for that gas supplier to provide the supply of gas to the consumer's premises.

2.1.12 In this Condition:

**Non-Domestic Consumer** means a consumer supplied, or requiring to be supplied, with gas at Non-Domestic Premises.

**Non-Domestic Premises** has the meaning given to it in Condition 2.19A.