

**THE NORTHERN IRELAND AUTHORITY FOR UTILITY REGULATION**

**DECISION UNDER ARTICLE 14(8)-(10) OF THE GAS (NORTHERN IRELAND) ORDER 1996**

**MODIFICATIONS TO LICENCES TO SUPPLY GAS**

In accordance with Article 14(2) of the Gas (Northern Ireland) Order 1996 (the **Order**) the Northern Ireland Authority for Utility Regulation (the **Authority**) published, on 3 July 2025, a notice (the **Consultation Notice**) of its intention to modify the conditions of 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

The proposed modifications were set out in the Schedule to the Consultation Notice.

In accordance with Article 14(5) of the Order, the Authority has considered all of the representations duly made to it in response to the Consultation Notice. The Authority has decided to proceed with the making of the modifications of the conditions of the Licence in exercise of its powers under Article 14(1) of the Order.

In accordance with Article 14(8) of the Order, the Authority gives notice as follows:

- 1 The Licence shall be modified as follows –
  - (a) A new condition, Condition 2.19B as set out in full in Part A of Schedule 1 to this notice, shall be included after existing condition 2.19.
  - (b) Existing Condition 2.22 shall be modified in the manner set out in redline format in Part B of Schedule 1 to this notice.
  - (c) Existing Condition 2.1 shall be modified in the manner set out in redline format in Part C of Schedule 1 to this notice.
- 2 The effects of the modifications are 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 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 their gas supplier.
- 3 Schedule 2 to this notice summarises the representations received to the modifications proposed in the Consultation Notice and the Authority's response to the representations and thereby how it has taken them into account. It also gives reasons for the differences between the modifications and those which were set out in the Consultation Notice.
- 4 The modifications will take effect from 4 February 2026.
- 5 The Authority has, pursuant to Article 14(8)(a) of the Order, published this notice on its website and sent a copy of this notice to the Licensee. In addition, pursuant to Article 14(8)(a) of the Order, the Authority has provided a copy of this notice to the Department for the Economy and the Consumer Council.

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<sup>1</sup> All terms which are in Initial Capitals in this notice and are not defined in this notice have the meaning given to them in the Licence.

6 A copy of the modifications can be obtained in hard copy from:

Lauren Skillen-Baine  
Utility Regulator  
Millennium House  
Great Victoria St  
Belfast  
BT2 7AQ  
Tel: 028 9031 6626  
Email: NonDomesticConsumers@uregni.gov.uk

Dated this 26<sup>th</sup> September 2025



John French

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

**Cc: Michael Bradley, Emma Hunter - DfE  
Raymond Gormley - Consumer Council for Northern Ireland**

## SCHEDULE 1 – THE MODIFICATIONS

### Part A: New Condition 2.19B

#### 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 12 month period; and
- (c) where the consumption information referred to in paragraph (b) is not available, the aggregate amount of all Charges for the Supply of Gas (expressed in pounds sterling (GBP)) over a 12 month period.

**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.

**Part B: Modifications shown in redline format to existing Condition 2.22**

**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).

2.22.92.22.11 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.~~



**Part C: Modifications shown in redline format to existing Condition 2.1**

**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:

<b><u>Non-Domestic Consumer</u></b>	<u>means a consumer supplied, or requiring to be supplied, with gas at Non-Domestic Premises.</u>
<b><u>Non-Domestic Premises</u></b>	<u>has the meaning given to it in Condition 2.19A.</u>

## SCHEDULE 2

### AUTHORITY'S CONSIDERATION OF REPRESENTATIONS TO THE CONSULTATION NOTICE

The Authority received four representations to the proposed modifications in the Consultation Notice which are summarised and responded to by the Authority within the table below.

Representations in relation to transparency of overall consultation process	The Authority's Response
<p>One representation commented on the transparency of the overall consultation process stating that the original consultation did not include the level of detail now set out in the draft licence conditions.</p>	<p>UR considers it was right and necessary for the statutory consultation on the proposed modifications to set out additional implementation details beyond those outlined during the initial consultation. The initial consultation on 'Improving the Non-domestic Consumer Experience', dated 17 October 2024<sup>2</sup> (the <b>Consultation</b>) focused on the broad principles and scope of the condition, seeking feedback on the overall purpose and impact of a proposed condition. The proposed licence condition wording set out in the Consultation Notice, and the accompanying Position Paper, addressed the specific operational details and practical considerations in greater depth. The purpose of the statutory consultation is to give interested parties the opportunity to comment and make representations on the detail of the proposed licence conditions. The UR has received and considered all of the representations received.</p> <p><b>Final Decision:</b> No changes based on this representation.</p>
<p>One representation commented that the Position Paper and draft modifications were published simultaneously, which limited the time available for stakeholders to respond.</p>	<p>The initial consultation was open for eight weeks in accordance with consultation guidance<sup>3</sup>. Following careful consideration of the responses received from stakeholders to the initial consultation, the Position Paper (which was published on 3 July 2025) summarised the responses received and the rationale for all proposals.</p> <p>A statutory consultation on proposed licence modifications has to be for at least a 28 day period. The Authority considered that in this case a period of 30 days for the consultation on the proposed licence modifications was sufficient given that it had previously consulted on the broad principles and scope of the changes.</p>

<sup>2</sup> [Improving the Non-domestic Consumer Experience – Consultation on proposed measures \(17 October 2024\)](#).

<sup>3</sup> [Reviewing our consultation guidance: A discussion paper \(5 December 2012\)](#). This states that non-public policy consultations should last a minimum of 8 weeks.

	<b>Final Decision:</b> No changes based on this representation.
One respondent raised concerns about the period between the final decision and the subsequent implementation.	<p>The period between the date of this notice and the proposed implementation of the licence modifications (February 2026) provides time for preparation and adjustment. Such a timeframe aligns with typical regulatory practice and should be sufficient for stakeholders to implement this suite of changes.</p> <p><b>Final Decision:</b> No changes based on this representation.</p>
One representation commented that Project #10 in Consumer Protection Programme 2024-2029 <sup>4</sup> (CPP24) (Non-domestic Energy forum) was not implemented.	<p>The Authority can confirm that Project #10 as outlined in CPP24, established a Non-domestic Energy forum in March 2024 which is hosted regularly by the Authority, providing a platform for vital discussions with business representative organisations. To clarify, this forum does not include suppliers given there are separate channels established for their engagement with the Authority.</p> <p><b>Final Decision:</b> No changes based on this representation.</p>
<b>Representations in relation to Condition 2.19B: Publishing Required Price Information for Small Business Consumers</b>	<b>The Authority's Response</b>
One representation stated that the Position Paper concedes that the measure was not supported by the majority of consultation respondents.	<p>The Authority must take into account and give due consideration to each consultation response; however, it must also exercise its functions in a manner which is best calculated to secure the principal objective having regard to its statutory duties. A single response can reflect the views of a wide body of consumers and should be given appropriate weight and consideration. The Authority remains of the view that a licence requirement is necessary to improve price transparency for consumers and ensure consistency of information across suppliers.</p> <p><b>Final Decision:</b> No changes based on this representation.</p>
Two representations questioned the need for change from the current process, suggesting either that evidence should be provided as to why the existing Consumer Council (CCNI) price comparison tool cannot be enhanced to achieve the desired transparency objectives, with clarity on CCNI's role, or that CCNI's current price	The Authority remains of the view that reliance on a voluntary tool does not meet market transparency objectives, nor does it place a clear obligation on suppliers to ensure the accuracy and completeness of their own disclosures. In contrast, the introduction of a mandatory obligation will improve transparency

<sup>4</sup> [CPP 2024-2029 Decision Paper.pdf](#)

<p>comparison tool should be regarded as sufficient.</p>	<p>as all suppliers will be subject to the same standard of disclosure.</p> <p><b>Final Decision:</b> No changes based on this representation.</p>
<p>One respondent proposed amendments to the draft licence wording including removal of the “Prescribed Format” total cost requirement, noting that under the Marketing Code of Practice (CoP) for Business Customers annual price comparisons are explicitly not permitted.</p> <p>Another representation suggested the addition of “other discounts” within the “Prescribed Format” as discounts may impact the price a customer may pay over the course of a contract.</p>	<p>The Authority has decided to maintain the definition of “Prescribed Format” to include a total cost requirement as it will enhance transparency and comparability of costs overall.</p> <p>The Marketing CoP is currently under review. The inclusion of a total cost requirement will be proposed as part of the Marketing CoP consultation process to ensure consistency and alignment with this licence modification.</p> <p>The Authority acknowledges the point raised regarding discounts. While it does not propose to expand the “Prescribed Format” definition to include “other discounts”, the condition does not exclude the ability for suppliers to indicate that there may be further discounts or bespoke products available upon application or negotiation. Nor does it exclude the ability for a supplier to have applied discounts in advance of publishing the pricing information, i.e. it would already be included within in the prescribed format. Tariffs offered on application should not exceed those published, but they may be lower depending on individual circumstances and negotiations, provided that the fair treatment of all consumers is maintained.</p> <p><b>Final Decision:</b> No changes proposed based on this representation.</p>
<p>Two suggested revisions to the definition of “Primary Information”— either by removing the definition entirely or amending it to reflect provision of annual consumption information (removal of monthly, quarterly, six month options). The reason for this suggestion was that suppliers cannot predict annual consumption, by applying one profile to all Small Business Customers based on the short term usage information provided.</p>	<p>The Authority has concluded that retaining a definition is necessary for clarity. However, Condition 2.19B.2 will be amended so that the “Primary Information” definition reflects the provision of annual consumption or annual charges only (i.e. references to monthly, quarterly and six month options shall be removed). This will reduce complexity for consumers and avoid the potential confusion of a consumer providing a shorter-term consumption or charges that do not reflect their annual consumption.</p> <p>The Authority has also corrected a typo in sub-paragraph (c) of the definition of “Primary Information”. The reference (in sub-paragraph (c)) to paragraph (a) is amended to refer to paragraph (b) (as it is paragraph (b) which relates to consumption information).</p> <p><b>Final Decision:</b> The definition of “Primary Information” is changed to reflect provision of annual consumption or annual charges only (i.e.</p>

	<p>it no longer refers to monthly, quarterly and six month options).</p> <p>The reference to "paragraph (a)" under sub-paragraph (c) of that definition shall be replaced by a reference to "paragraph (b)".</p>
One representation suggested the exclusion of bespoke, negotiated, or tracker-based tariffs from the scope of the requirement.	<p>The condition does not exclude the ability for suppliers to indicate that there may be further discounts/bespoke products available upon application/negotiation. While tariffs offered on application should not be higher than those published, they can potentially be lower depending on individual circumstances and negotiations, provided that the fair treatment of all consumers is considered.</p> <p><b>Final Decision:</b> No changes proposed based on this representation.</p>
One representation raised concerns that the proposal may conflict with the Authority's statutory duty to promote competition, cautioning that the licence condition "has the potential to limit the operation of the market and therefore restrict competitive differentiation", add complexity to already diverse non-domestic pricing structures, and risk creating greater confusion for customers.	<p>With regard to potential impacts on competition, the Authority is satisfied that the licence condition is consistent with its statutory duties, as it seeks to facilitate rather than restrict competition by ensuring that customers are equipped with transparent and comparable information. The Authority will monitor its implementation closely to ensure that it achieves its objectives and does not restrict competition.</p> <p><b>Final Decision:</b> No changes proposed based on this representation.</p>
One representation requested clarity that the proposed amendment does not confer an obligation on a licensee to publish tariff information if not actively supplying.	<p>The Authority does not consider the current licence drafting to place any requirement on licensees that do not actively engage in the supply of gas to Small Business Consumers to publish any pricing information on its website.</p> <p><b>Final Decision:</b> No changes proposed based on this representation.</p>
<b>Representations in relation to Condition 2.22: Security Deposits</b>	<b>The Authority's Response</b>
One representation suggested that the obligation be reworded to reflect existing good practice and the removal of paragraphs requiring suppliers to act as a "reasonable and prudent operator" and the financial arrangements clause for deposit management (2.22.10 (a) and (b)). It suggested that without consultation or clear evidence that current market practices are deficient, such obligations are premature and potentially disruptive.	<p>As noted in the Position Paper, the majority of respondents were supportive of the measure as proposed within the initial consultation and the Consultation Notice (and Position Paper). The Consultation Notice and accompanying Position Paper contain additional detail which seeks to address specific operational and practical considerations which is standard process.</p> <p>The Authority acknowledges that many suppliers already adopt practices aligned with these proposed activities. However, the Authority considers that mandating such</p>

	<p>activities within the licence provides regulatory certainty, consistency across the market and an enforceable standard against which compliance can be measured.</p> <p><b>Final Decision:</b> No changes proposed based on this representation.</p>
<b>Representations in relation to Condition 2.1: Deemed Contracts</b>	<b>UR Response</b>
None	N/A