

GAS

PROPOSED SUPPLY LICENCE MODIFICATIONS FOR IME3 IMPLEMENTATION

NB: Condition numbering refers to Phoenix Supply Limited's current gas supply licence (which has standard conditions incorporated) but will need to be considered for each existing gas supply licence individually.

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Condition 1.1: Interpretation and construction

Condition 1.6 to be modified to include/amend the following additional definitions -

- Contract (new)** means a contract for the supply of gas made between the Licensee and a consumer but does not include a Deemed Contract.
- consumer (amended)** means any person supplied or requiring to be supplied with gas by the Licensee (including any affiliate or related undertaking of the Licensee), or where the context requires, by any other gas supplier, at any premises in Northern Ireland.
- Deemed Contract (new)** means, as between the Licensee and a consumer, a contract for the supply of gas to have been made under section 12 of the Energy Act (Northern Ireland) 2011.
- Directive (new)** means Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in gas and repealing Directive 2003/55/EC.
- domestic consumer (amend)** means a consumer supplied, or requiring to be supplied, with gas at Domestic Premises.
- Domestic Premises (new)** means premises at which, at the time of the Licensee entering into a contract for the supply of gas to such premises, the normal annual consumption of gas is reasonably expected not to exceed 73,250 kilowatt hours a year or where the supply of gas is taken wholly or mainly for domestic purposes.
- Energy Consumer Checklist (new)** means the document of that name which constitutes the guidance for consumers of gas and electricity as prepared and published, from time to time, by the Authority in accordance with Article 7(5) of the Energy Order.
- Internal Markets Regulations (new)** means the Gas and Electricity (Internal Markets) Regulations (Northern Ireland) 2011.
- Last Resort Supply Direction** means a direction given by the Authority to the Licensee that specifies or describes the premises to be supplied with gas

in accordance with Article 24A of the Gas Order.

Principal Terms

means in respect of any Contract or Deemed Contract, the terms and conditions that relate to:

- (i) the duration of the Contract or Deemed Contract;
- (ii) the charges for the supply of gas, including the applicable tariff and the unit rate, expressed in “pence per kWh” of the applicable tariff;
- (iii) any requirement to pay charges for the supply of gas through a prepayment meter;
- (iv) any requirement for a Security Deposit;
- (v) the termination of the Contract (including any requirement to pay a termination fee) or the circumstances in which the Deemed Contract will terminate,

and any other term or condition that may reasonably be considered to significantly affect the evaluation by the consumer of the Contract.

Promotional Materials (new)

means any document which contains information about the Licensee’s gas supply activities, and is handed out, or sent directly, by or on behalf of the Licensee to consumers.

Security Deposit

means a deposit of money as security for the payment of charges for the supply of gas.

The definition of ‘Household Consumer’ shall be deleted from Condition 1.6 and in any condition in which it is used shall be replaced by the words ‘domestic consumer’ .

[New to Substitute] Condition 2.1: Deemed Contracts

- 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 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.
- 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 consumers, or for any class of non-domestic 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 non-domestic consumers (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 gas 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 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.
- 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).
- 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.
- 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 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.

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[New to substitute] Condition 2.6: Facilitating Supplier Transfers

- 1 The Licensee shall ensure that its practices, procedures and systems facilitate Supplier Transfers to take place within the Relevant Period.
- 2 The Licensee shall inform the Authority as soon as it becomes aware that its practices, procedures and systems may not, as a result of the number of notifications it is receiving from any relevant Network Operator, be able to facilitate compliance with paragraph 1.
- 3 The Authority may issue directions requiring the Licensee to take steps to review and improve its practices, procedures and systems to facilitate a Supplier Transfer in such manner as may be specified in the directions and the Licensee shall comply with any such directions from the date specified.
- 4 In this Condition –

Objection Period means any period within which the Licensee or the Registered Supplier (as the case may be) may in accordance with the industry rules and procedures raise and/or withdraw (as the case may be) an objection to the Supplier Transfer.

Relevant Date has the meaning given in Condition 2.18.

Relevant Period means:

- (i) where the Licensee is the Registered Supplier for the premises, the 15 working day period (excluding the Objection Period) following notification to it by the relevant Network Operator that another gas supplier has applied to be the Registered Supplier for the relevant premises;
- (ii) where the Licensee has entered into a Contract with a consumer, the 15 working day period (excluding the Objection Period) following the Relevant Date.

Registered Supplier has the meaning given in Condition 2.18.

Supplier Transfer has the meaning given in Condition 21.8.

[New to substitute] Condition 2.8: Code of Practice on Complaints Handling Procedure

- 1 The Licensee shall, no later than three months after this Condition takes effect or such later date as the Authority directs, prepare, submit to and have approved by the Authority a code of practice for the handling of consumer complaints (the **Code of Practice**).
- 2 The Code of Practice shall include arrangements by which the Licensee will establish and operate an accessible, equitable and transparent, simple and inexpensive complaints procedure which shall enable any person who is being supplied with gas by the Licensee or has at any time received a supply of gas from the Licensee, to bring and have promptly dealt with any complaint he may have in respect of the Licensee's activities in providing such a supply.
- 3 The complaints procedure established and operated by the Licensee in accordance with the Code of Practice shall as a minimum:
 - (a) specify the period, which may differ for different types of complaint but which shall not be longer than three months, within which it is intended that complaints will be processed and resolved;
 - (b) be made available to any person without charge;
 - (c) facilitate the fair and prompt settlement of complaints and disputes; and
 - (d) provide for a system, where required by the Authority under Condition 2.20 or otherwise warranted, of making a reimbursement and/or compensation payment to complainants.
- 4 This Condition is subject to Condition 2.13: Preparation, Revision Of and Compliance with Codes of Practice.

[New to substitute] Condition 2.9: Code of Practice on Services for Prepayment Meter

Consumers

- 1 This Condition shall apply where the Licensee supplies, or offer to supply, gas to Domestic Premises.
- 2 The Licensee shall, no later than three months after this Condition takes effect or such later date as the Authority directs prepare, submit to and have approved by the Authority a code of practice describing the services the Licensee will make available for its domestic consumers who pay by prepayment meter (the **Code of Practice**).
- 3 The Code of Practice shall include arrangements by which the Licensee will:
 - (a) provide advice, information, services and facilities, including the availability of emergency credit, which will assist the domestic consumer to avoid being without a supply of gas at particular times or in particular circumstances;
 - (b) instructions for the operation of the prepayment meter system, including token availability, emergency credit and other such facilities;
 - (c) details of the advantages and disadvantages of prepayment meters, including situations or types of consumer for which they are particularly suited or unsuited;
 - (d) details of any additional charges which may be payable for the use of prepayment meters and the basis on which these charges are calculated;
 - (e) details of where the consumer may obtain information or assistance if the prepayment meter or any device used to allow the charges for the supply of gas to be paid through the prepayment meter is not operating effectively; and
 - (f) information about the procedures the Licensee will follow when removing or resetting the prepayment meter, including the timescale and any conditions for removing or resetting it.
- 4 The Licensee shall, no later than three months after this Condition takes effect or such later date as the Authority directs establish, and submit to the Authority, such arrangements as will ensure that in an event in which:
 - (a) the Authority considers that circumstances have arisen that would entitle the Authority to revoke the Licence; or
 - (b) the Licensee proposes to assign or transfer its business to another gas supplier or cease its business as a gas supplier,

each of the Licensee's prepayment domestic consumers is able to continue using, and to do so on the same basis, the prepayment meter services being provided to that domestic consumer by the Licensee until at least such time as another gas supplier starts to supply gas to the domestic consumer.

- 5 In this Condition "prepayment meter services" means the system of services for the operation of prepayment meters operated by the use of tokens, keys or cards.
- 6 Paragraphs 2 and 3 of this Condition are subject to Condition 2.13: Preparation, Revision Of and Compliance with Codes of Practice.

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[Amended] Condition 2.10: Code of Practice on the efficient use of gas

- 1 The Licensee shall, no later than three months after this Condition takes effect or such later date as the Authority directs, prepare, submit to and have approved by the Authority a code of practice setting out the ways in which the Licensee will make available to consumers information and guidance on the efficient use of gas (the **Code of Practice**).

- 2 The Code of Practice shall include arrangements by which the Licensee will make available information and advice about:
 - (a) the efficient use of gas such as will enable consumers to make informed judgments about measures to improve the efficiency with which they use the gas supplied to them;
 - (b) the availability of heating systems and controls which are best calculated to make efficient use of gas and the selection and operation of such systems and controls;
 - (c) the financial costs and benefits of energy efficient gas appliances;
 - (d) sources, including the availability of a telephone information service, within the Licensee's organisation from which consumers may obtain further information about the efficient use of gas supplied to them;
 - (e) sources (to the extent that the Licensee is aware of them) outside the Licensee's organisation from which consumers may obtain additional information or assistance about measures to improve the efficiency with which they use the gas supplied to them, including information:
 - (i) which is publicly available about financial assistance towards the costs of such measures available from Central or Local Government;
 - (ii) which is available through bodies in receipt of financial support from Government in connection with measures to promote the efficiency of energy use.

- 3 This Condition is subject to Condition 2.13: Preparation, Revision Of and Compliance with Codes of Practice.

[Amended] Condition 2.11: Code of Practice on Provision of Services for persons who are of Pensionable Age or Disabled or Chronically Sick

- 1 This Condition shall apply where the Licensee supplies, or offers to supply, gas to Domestic Premises.
- 2 The Licensee shall, no later than three months after this Condition takes effect or such later date as the Authority directs, prepare, submit to and have approved by the Authority a code of practice describing the particular services the Licensee will make available for each of its domestic consumers who is:
 - (a) of pensionable age;
 - (b) disabled, including in particular domestic consumers who are disabled by virtue of being blind, partially sighted, deaf or hearing impaired; or
 - (c) chronically sick,(the **Code of Practice**).
- 3 The Code of Practice shall set out the arrangements by which the Licensee will at the request of any such domestic consumer, where reasonably practicable and appropriate, and in each case free of charge:
 - (a) provide special controls and adaptors for gas appliances and meters and reposition meters (including in both cases prepayment meters);
 - (b) provide special means, including agreeing a password with the consumer, of identifying officers authorised by the Licensee;
 - (c) give advice on the use of gas and gas appliances and other gas fittings;
 - (d) send bills in respect of the supply of gas to the consumer's premises to any other person as nominated by the consumer where that person agrees to receive them (irrespective of whether or not the bill is also sent to the consumer); and
 - (e) where neither the consumer nor any other person occupying his premises is able to read the gas meter at the premises, arrange to read that meter at least once each quarter and inform the consumer of that reading; and
 - (f) where all of the occupants of the household are either of pensionable age, disabled, chronically sick or minors, arrange for a safety inspection of the gas appliances and other gas fittings on the consumer's side of the meter to be undertaken by a person possessing appropriate expertise on at least an annual basis, other than an appliance for which the landlord of the consumer is responsible for the annual inspection in

accordance with the Gas Safety (Installation and Use) Regulations (Northern Ireland) 2004.

4 The Code of Practice shall include arrangements by which the Licensee will on request and free of charge:

- (a) provide services which will enable a domestic consumer who is blind or partially sighted to receive, by means that are readily accessible to such consumers, information about (or set out in) any bill or statement relating to the supply of gas or any other services provided to the consumer by the Licensee;
- (b) make available facilities which will assist any domestic consumer who is blind or partially sighted or deaf or hearing impaired and in possession of appropriate equipment, to enquire or complain about any bill or statement relating to the supply of gas to him or any service provided by the Licensee;
- (c) not, in any month from October to March, cut off the supply of gas to Domestic Premises at which the domestic consumer:
 - (i) has not paid charges for the supply of gas to the Domestic Premises;
 - (ii) is of pensionable age, disabled or chronically sick; and
 - (iii) lives alone or only with other persons who are of pensionable age, disabled, chronically sick or under the age of 18;
- (d) take all reasonable steps to avoid, in any month from October to March, cutting off the supply of gas to a Domestic Premises:
 - (i) where the domestic consumer has not paid the charges for the supply of gas to the Domestic Premises; and
 - (ii) the occupants of the Domestic Premises include a person who is of pensionable age, disabled or chronically sick and to whom paragraph 4(c) does not apply;
- (e) take all reasonable steps to ascertain, before it exercises any right it may have to cut off the supply of gas to Domestic Premises, whether the Domestic Premises is one that falls within the scope of paragraph (c) or (d) above.

5 The Code of Practice shall include the Licensee's arrangements for:

- (a) establishing and maintaining a register which:
 - (i) lists all of the Licensee's domestic consumers who are of pensionable age,

disabled or chronically sick and have asked to be included in the register; and

- (ii) contains sufficient information about the age, disability or chronic sickness of each such domestic consumer in order to identify his special needs or requirements;
 - (b) informing on at least an annual basis each of its domestic consumers of the existence of the register and how domestic consumers who are of pensionable age, disabled or chronically sick can be included on it;
 - (c) providing, without charge, to a domestic consumer included on the register, advice and information on the services that can be provided to him by the Licensee because of his age, disability or chronic sickness; and
 - (d) providing the information in the register to any relevant party licensed under the Gas Order to convey gas to the domestic consumer's premises in an appropriate form and at appropriate intervals.
- 6 The Licensee shall, in respect of each Domestic Premises to which it cuts off the supply of gas:
- (a) maintain for at least a period of six months, or (where a complaint has been made in respect of the Licensee's actions to cut off the supply) for at least a period of six months after the complaint has been resolved; and
 - (b) provide to the Authority on request,
evidence of the reasonable steps it took pursuant to the arrangements set out in its Code of Practice in accordance with paragraph 4(e) above.
- 7 For the purposes of this Condition a person is 'disabled' if he/she has a 'disability' within the meaning given to that term in the Disability Discrimination (Northern Ireland) Order 2006.
- 8 This Condition is subject to Condition 2.13: Preparation, Revision Of and Compliance with Codes of Practice.

[New to Substitute] Condition 2.12: Code of Practice on payment of bills

- 1 This Condition shall apply where the Licensee supplies, or offers to supply, gas to Domestic Premises.
- 2 The Licensee shall, no later than three months after this Condition takes effect or such later date as the Authority directs, prepare, submit to and have approved by the Authority a code of practice which sets out the services the Licensee will make available to assist domestic consumers who through misfortune or inability to cope with credit terms, may have difficulty in paying their gas bills (the **Code of Practice**).
- 3 The Code of Practice shall set out the arrangements by which the Licensee will:
 - (a) distinguish, so far as is reasonably practicable, those consumers who may have difficulty in paying bills through misfortune or inability to cope with credit terms ("**consumers in difficulties**") from other consumers in default;
 - (b) provide relevant information as to how consumers in difficulties might be able to reduce their bills in the future by the more efficient use of gas;
 - (c) make arrangements, taking into account consumers' ability to comply with such arrangements, which enable consumers in difficulties to pay in instalments the charges accrued for the supply of gas ("instalment arrangements");
 - (d) detect failures by consumers in difficulties to comply with the instalment arrangements;
 - (e) ascertain, with the assistance of any information provided by other persons or organisations, the ability of consumers in difficulties to comply with the instalment arrangements;
 - (f) provide for consumers who have failed to comply with the instalment arrangements, or procure for them the provision of, a prepayment meter (where safe and practicable to do so);
 - (g) calibrate any prepayment meter provided, whether in accordance with paragraph (f) above or otherwise, so as to take into account consumers' ability to pay any outstanding charges due from them to the Licensee in addition to the other charges lawfully being recovered through the prepayment meter;
 - (h) ensure that any calibration of the prepayment meter to recover outstanding charges due from any consumer does not operate so as to recover more than 40% (except where the consumer has in writing requested for a higher percentage to apply) from each amount that is purchased by the consumer in any single transaction (and

thereby transferred to the token, key or card by which the prepayment meter is operated), as payment of or towards the outstanding charges; and

- (i) in so far as is reasonable and practicable to do so, take all reasonable steps to avoid cutting off the supply of gas to Domestic Premises occupied by consumers in difficulties unless it has first taken all reasonable steps to recover the charges accrued for the supply of gas to the premises by means of a prepayment meter.

- 4 This Condition is subject to Condition 2.13: Preparation, Revision Of and Compliance with Codes of Practice.

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[New to substitute] Condition 2.13: Preparation, Revision Of and Compliance with Codes of Practice

- 1 This Condition applies to any Code of Practice (**Code**) which the Licensee is, pursuant to Conditions 2.8 – 2.12 of this Licence, required to prepare, submit to and have approved by the Authority.
- 2 The Licensee shall, before submitting any Code to the Authority for its approval, consult the General Consumer Council and shall consider any representations made by it about the Code or the manner in which it is likely to be operated.
- 3 The Licensee shall, whenever requested to do so by the Authority, review any Code and the manner in which it has been operated, with a view to determining whether any modification should be made to that Code or to the manner of its operation.
- 4 In carrying out any such review the Licensee shall consult the General Consumer Council and shall consider any representations made by it about the Code or the manner in which it is likely to be or has been operated.
- 5 The Authority, following consultation with the Licensee, the General Consumer Council and any other person who in the opinion of the Authority is likely to be interested or affected, may from time to time make such modifications to Conditions 2.8 – 2.12, as the Authority considers are necessary or expedient.
- 6 Where the Authority modifies a Condition in accordance with paragraph 5:
 - (a) it shall:
 - (i) send a copy of the modification to the Licensee and the Department;
 - (ii) publish a copy of the modification in such manner as it considers appropriate for the purpose of bringing it to the attention of persons likely to be affected by the making of the modification; and
 - (b) the Licensee shall revise the Code to which the modification relates in such manner and to such extent as is required to ensure that the Code reflects and complies with the modified Condition.
- 7 Where the Licensee revises a Code:
 - (a) in accordance with paragraph 6(b) above; or
 - (b) following a review undertaken in accordance with paragraphs 3 and 4,it shall submit the revised Code to, and have it approved by, the Authority.

- 8 The Licensee shall:
- (a) as soon as practicable following the Authority's approval of a Code (including following a revision):
 - (i) send a copy of the Code to the Authority and the General Consumer Council; and
 - (ii) draw the attention of its consumers to the Code and of how they may inspect or obtain a copy of it;
 - (b) publish on and make readily accessible from its web-site a copy of the Code;
 - (c) give or send free of charge a copy of the Code (as from time to time revised) to any person who requests it; and
 - (d) make available to members of the public, in such form and in such manner as the Authority considers appropriate, information published by the Authority pursuant to Article 7 of the Energy Order.
- 9 Subject to paragraph 11, the Licensee shall comply with each Code to which this Condition applies and which has been approved by the Authority.
- 10 The Licensee shall provide the Authority with all assistance reasonably necessary to enable the Authority to monitor the implementation and operation of any Code and this assistance shall include providing statistical data at such times and in such a format as the Authority reasonably requires and permitting the Authority access to relevant documentation held by the Licensee.
- 11 The Authority may (following consultation with the Licensee) issue directions relieving the Licensee of any of its obligations under Conditions 2.8-2.12 and this Condition to such extent as may be specified in those directions and subject to such terms and conditions as the Authority thinks fit.

[Amended] Condition 2.18: Terms and Conditions of Gas Supply Contracts

- 1 The Licensee shall ensure that any Contract it enters, or offers to enter, into with a consumer for a supply of gas contains provisions which are in clear and comprehensible language and which incorporate all relevant information so as to enable the consumer to understand the terms and conditions under which the supply of gas is, or is to be, made.
- 2 The Licensee shall ensure that the terms and conditions of any Contract it enters into with a consumer for a supply of gas provide that the Licensee will, where the premises is at the date of the Contract connected to a Network Operator's Network, start supplying gas under the Contract by no later than 15 working days after the Relevant Date, unless:
 - (a) the consumer requests that the supply starts from a later date; or
 - (b) the Registered Supplier for the premises objects to the Supplier Transfer; or
 - (c) there are other circumstances beyond the Licensee's control which prevent it from starting to supply by that date.
- 3 The Licensee shall not enter, or offer to enter, into a Contract, for the supply of gas to premises, which contains a term that requires or has the effect of requiring the consumer to:
 - (a) obtain a supply of gas to the same premises from another gas supplier from a date and for such period as may be specified (whether in the Contract or otherwise) by the Licensee; and
 - (b) immediately following the expiry of that specified period, recommence taking a supply of gas at the premises from the Licensee.
- 4 Before entering into or concluding a Contract with any domestic consumer, the Licensee shall:
 - (a) explain to and draw to the attention of the domestic consumer, the Principal Terms of the Contract; and
 - (b) inform the domestic consumer of the Energy Consumer Checklist and of the sources from where the consumer can obtain a copy;
 - (c) provide a copy of the Energy Consumer Checklist free of charge to any consumer requesting it; and
 - (d) give the domestic consumer a written copy of the full terms and conditions of the Contract, including without limitation all the information referred to in paragraph 7.
- 5 The Licensee:

- (a) shall determine standard terms and conditions for the supply of gas to domestic consumers;
 - (b) may determine different standard terms and conditions for different cases or classes of case or for different areas;
 - (c) shall ensure that each set of standard terms and conditions it determines includes all of the terms and conditions that will apply to any Contract entered into with a domestic consumer on that set of standard terms and conditions;
 - (d) shall not determine standard terms and conditions which impose an obligation on the domestic consumer to pay a termination fee, unless any such obligation has been approved in advance by the Authority;
 - (e) shall ensure that an up to date copy of each set of standard terms and conditions that it has determined is published on and accessible from its web-site;
 - (f) shall not enter, or offer to enter, into a Contract for the supply of gas with a domestic consumer otherwise than on a set of standard terms and conditions as determined in accordance with this paragraph 5.
- 6 The Licensee shall, for any different case, class of case or area in respect of which it has determined standard terms and conditions, as a minimum determine a set of standard terms and conditions:
- (a) which provide for a Contract of an indefinite length; and
 - (b) in respect of which the terms as to price do not differ as between any domestic consumers who may enter into that Contract (a **standard evergreen tariff**), provided that the Licensee may have a different standard evergreen tariff for each payment method offered by it.
- 7 The Licensee shall ensure that each set of standard terms and conditions it determines for domestic consumers shall be fair (as between the Licensee and each domestic consumer) and shall, as a minimum, include the following:
- (a) the identity and address of the Licensee and any other appropriate contact details;
 - (b) the services to be provided, the service quality levels offered by the Licensee (which may be subject to the approval of the Authority pursuant to Condition 29) and the date for the commencement of the gas supply under the Contract;
 - (c) the duration of the Contract, the terms and conditions for renewal and for termination of the Contract (which terms and conditions shall be compliant with the requirements

of this Condition), the services provided under the Contract and the existence of any right of cancellation or termination of the Contract;

- (d) (if offered by the Licensee) the types of maintenance service offered under the Contract;
- (e) a right for the consumer to withdraw from and cancel the Contract:
 - (i) where a supply of gas has at any time previously been taken at the premises, within ten working days of entering into the Contract; or
 - (ii) where a supply of gas has not previously been taken at the premises, within ten working days of entering into the Contract, or any time up to ten working days prior to the premises being connected to a Network Operator's Network, whichever is the later;
- (f) a right for the consumer to terminate the Contract where the Licensee proposes a variation to the terms and conditions of the Contract and the consumer does not wish to accept such new terms and conditions;
- (g) the tariffs, charges and other payments applicable and required to be paid by the consumer, in a manner that enables the consumer to:
 - (i) identify the applicable tariff and the unit rate, in terms expressed as "pence per kWh", of the applicable tariff;
 - (ii) identify any other charge or payment, including in particular:
 - (A) any applicable standing charge;
 - (B) any payment which is or has the effect of being a Security Deposit;
 - (iii) where the applicable tariff is not a standard evergreen tariff (because the Contract is not of an indefinite length), compare the unit rate of the applicable tariff against the unit rate of the standard evergreen tariff that would apply if the relevant set of standard terms and conditions applied to a Contract of indefinite length;
- (h) the means by which up to date information on all applicable tariffs, charges and other payments (including any discounts and promotions) for the supply of gas and for any other services which are to be provided under the Contract:
 - (i) can be promptly obtained by the consumer; and
 - (ii) will be communicated to the consumer in writing by the Licensee;

- (i) the compensation and the refund arrangements (if any) which will apply if contracted service quality levels, including service quality levels relating to the timing, frequency and accuracy of bills and statements, are not met (which arrangements may be subject to the approval of the Authority pursuant to Condition 2.20);
 - (j) details of how the consumer may initiate the Licensee's complaint handling procedure (as established in accordance with Condition 2.8); and
 - (k) details of how the consumer can contact, and the relevant address and telephone number of, the General Consumer Council for further help and advice.
- 8 Where the Licensee proposes to vary any of the terms and conditions of a Contract it has with a domestic consumer, it shall, by way of sending a notice that sets out the information in clear, transparent and easy to read and understand language, notify each such domestic consumer of the proposed variation, together with the consumer's right (as included in the Contract in accordance with paragraph 7(f)) to terminate the Contract before the proposed variation is due to take effect, at least 21 days in advance of the date the variation is due to take effect.
- 9 Where the Licensee enters into a Contract with a domestic consumer which has a fixed term period:
- (a) any such Contract may not include any term or condition which has the effect of:
 - (i) extending the length of that fixed term period; or
 - (ii) applying a consecutive fixed term period,unless the domestic consumer has the right to terminate the Contract at any time in the extended or consecutive fixed term period without payment of a termination fee; and
 - (b) the Licensee shall, by way of sending a notice, notify each such domestic consumer of:
 - (i) the expiry date of the fixed term period at least 28 but no more than 42 days before that expiry date;
 - (ii) details of the standard evergreen tariff, including the applicable unit rate expressed as "pence per kWh", that will apply under the Contract following the expiry date of the fixed term period.
- 10 The Licensee shall, on the request of a domestic consumer and without charge, send to that consumer a copy of the then current set or sets of standard terms and conditions (as

determined in accordance with this Condition) that are applicable to the request (including, for the avoidance of doubt, the applicable charges and tariffs relating to each such set).

11 The Licensee shall ensure that its standard terms and conditions provide domestic consumers with a choice of payment methods, including as a minimum making payment:

- (a) in arrears (at such frequency as is set out in the terms and conditions);
- (b) by direct debit (at such frequency as is set out in the terms and conditions); and
- (c) in advance through a prepayment meter.

12 Any difference in or between the Licensee's standard terms and conditions, including terms as to price, relating to the choice of payment methods shall be determined by the Licensee on a basis which reflects the costs to the Licensee of providing the different payment methods.

13 The Licensee shall not impose on, or request from, a domestic consumer any charge or payment for the purpose of enabling that consumer to exercise or preventing him from exercising (as the case may be) his right to receive a supply of gas from his gas supplier of choice.

14 Where a Contract also relates to or governs the provision of other goods or services, the Licensee shall ensure that the charges for such other goods or services are identified separately from the charges for the supply of gas.

15 In this Condition:

Relevant Date

means the earlier of:

- (i) the day after the end of any period within which the consumer has a right to withdraw from and cancel the Contract; or
- (ii) 10 working days after the day on which the consumer entered into the Contract.

Registered Supplier

means the gas supplier which is registered with the relevant Network Operator as being the gas supplier responsible for providing a supply of gas to the consumer at the relevant premises.

Supplier Transfer

means, as the case may be, the transfer of responsibility for the supply of gas to a premises from the Licensee to another

gas supplier or from another gas supplier to the Licensee.

terms and conditions

means all the terms and conditions, including terms as to price, of the Contract.

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[Amended] Condition 2.19: Provision of Information to consumers

- 1 The Licensee shall:
 - (a) make readily accessible from its web-site an up-to-date copy of the Energy Consumer Checklist:
 - (i) as published by the Authority; and
 - (ii) in each alternative format or language as the Licensee has, in accordance with paragraph 1(b)(ii), sent to a domestic consumer; and
 - (b) on request, send to a domestic consumer a copy of the Energy Consumer Checklist:
 - (i) in the form and language that is available on its web-site; or
 - (ii) where practicable, in such alternative format or language as is reasonably required by a domestic consumer.
- 2 The Licensee shall on at least an annual basis send, by way of a paper hard copy or in such other form as agreed with the domestic consumer, to each of its domestic consumers a bill or statement (save insofar as he receives an unmetered supply).
- 3 The Licensee shall:
 - (a) use all reasonable endeavours to take an actual meter reading in respect of each of its consumers (save insofar as he receives an unmetered supply) on at least an annual basis; and
 - (b) maintain, for a period of at least three years, and provide to the Authority on request, evidence of the reasonable endeavours it has used to obtain such an actual meter reading for each of its consumers.
- 4 Each bill or statement sent to a consumer shall include:
 - (a) the name and address of the Licensee;
 - (b) the relevant Supply Meter Point Number;
 - (c) details of the applicable tariff including:
 - (i) the name and the unit rate, expressed in “pence per kWh”, of the tariff;
 - (ii) any discount or premium that applies to the tariff when compared with the Licensee’s standard evergreen tariff and the period for which the discount or

premium is applicable;

- (d) the total charges, setting out separately any applicable standing charge, for the period of the bill or statement;
 - (e) the amount of gas which the Licensee's records show has been consumed by the consumer since the last bill or statement sent to that consumer, in each case by reference to a meter reading; and
 - (f) where the Licensee has provided a supply of gas to the consumer at the same premises continuously for:
 - (i) 12 months or more, the amount of gas which the Licensee's records show has been consumed by the consumer at those premises in the previous 12 months;
 - (ii) less than 12 months, the amount of gas which the Licensee's records show has been consumed by the consumer at those premises since the date the Licensee started to provide the supply of gas;
 - (g) where the consumer is eligible to take a supply of gas from another gas supplier, a statement to the effect that the consumer may change his gas supplier and details of where the consumer can obtain impartial advice and information about changing gas supplier; and
 - (h) a statement to the effect that the Licensee has a Code of Practice which sets out the services, advice and assistance it provides to customers who may be having difficulty in paying for the supply of gas.
- 5 The Licensee shall, on request, provide to a consumer information on the quantity of gas which the Licensee's records show as consumed by that consumer:
- (a) where the Licensee has provided a supply of gas to the consumer at the same premises continuously for 12 months or more, in the 12 months preceding the date of the request; or
 - (b) where the Licensee has provided a supply of gas to the consumer for less than 12 months, in the period from the date the Licensee started to provide the supply of gas to the date of the request.
- 6 The amount of gas calculated as having been consumed by the consumer shall be determined:
- (a) according to the reading taken of the meter through which he is supplied; or

- (b) where no meter reading is available, according to the estimate of the Licensee.
- 7 Where the Licensee provides a bill showing an estimated current meter reading, the Licensee shall on or with the bill provide the consumer with details of how the consumer can:
- (a) read his own meter (to be known as a self-read); and
 - (b) register the self-read with the Licensee.
- 8 Where the consumer registers a self-read with the Licensee, the Licensee shall within 14 days send an updated bill to the consumer reflecting the self-read provided by the consumer.
- 9 Where a domestic consumer terminates the Contract in accordance with its provisions and exercises his right to receive a supply of gas at the Domestic Premises from another gas supplier, the Licensee shall send a final bill to the domestic consumer within six weeks of the Licensee ceasing to provide a supply to him.
- 10 The Licensee shall keep each of its consumers informed:
- (a) of the consumer's rights to initiate the Licensee's complaints handling procedure (as established in accordance with the requirements of Condition 2.8);
 - (b) that the General Consumer Council can assist in resolving complaints which the Licensee has not resolved to the consumer's satisfaction;
 - (c) that the consumer has the right to refer complaints which relate to billing matters to the Authority where the General Consumer Council has not been able to resolve the complaint to the consumer's satisfaction;
 - (d) that the Energy Consumer Checklist can be accessed from the Licensee's web-site and that the Licensee will, on request, send a copy to the consumer free of charge; and
 - (e) of the contact address and telephone number of:
 - (i) the Licensee's complaints handling department; and
 - (ii) the General Consumer Council.
- 11 The Licensee shall discharge its obligations:
- (a) under paragraphs 10(a)–(d) by providing the relevant information:
 - (i) on or with each bill or statement given to a consumer in respect of charges for the supply of gas, or

- (ii) annually to each consumer to whom no such bills or statements are rendered;
and
 - (b) under paragraph 10(e) by providing the relevant information:
 - (i) on or with each bill or statement given to a consumer in respect of charges for the supply of gas, or
 - (ii) annually to each consumer to whom no such bills or statements are rendered;and in each case,
 - (iii) in all of its Promotional Materials.
- 12 The Licensee shall provide the information required under paragraphs 4, 7 and 10 above on or with each bill or statement in such detail and in such format as has been determined by the Licensee in consultation with the Authority and the General Consumer Council.

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[Amended] Condition 2.21: Marketing of Gas

- 1 This Condition shall apply, from the date of the direction, where the Authority has directed that it shall apply to the Licensee. This Condition applies to the selling methods and marketing activities of the Licensee in respect of the supply or proposed supply of gas.
- 2 The Licensee shall (and shall procure that its agents or sub-contractors shall) comply with the Marketing Code of Practice.
- 3 The Licensee shall (and shall procure that its agents or sub-contractors shall):
 - (a) establish appropriate procedures for the selection of persons employed or engaged in roles the principal duties of which involve verbal communications with domestic consumers for the purpose of selling to such consumers the Licensee's services in respect of the supply of gas;
 - (b) take all reasonable steps to ensure that each such person is sufficiently trained so as to have a sufficient understanding of:
 - (i) the gas supply market in Northern Ireland;
 - (ii) the terms and conditions of the Licensee's Contracts available for domestic consumers; and
 - (iii) matters relating to the efficient use of gas (in order to provide energy efficiency advice to domestic consumers including details of other organisations that may be able to assist the domestic consumer on such matters),so that any advice given to domestic consumers by such persons is not misleading; and
 - (c) take all reasonable steps to ensure that a domestic consumer is:
 - (i) made aware or will readily understand that he has entered, or is about to enter, into a Contract with the Licensee for the supply of gas to the domestic consumer's premises;
 - (ii) where the domestic consumer is to receive a supply of gas for the first time at the premises, made aware or will readily understand that he should take appropriate action to ensure that he is able to continue the use of his existing fuel source (if any) until the commencement of the supply of gas; and
 - (iii) take all reasonable steps to ensure that any unsolicited contact made on

behalf of the Licensee with any domestic consumer takes place at a reasonable time of the day.

- 4 Where the Licensee enters into a Contract with a domestic consumer in the course of:
- (a) a visit to that consumer's premises by a representative of the Licensee;
 - (b) a conversation in a place to which the public have access; or
 - (c) a telephone conversation between a representative of the Licensee and the consumer,

the Licensee shall use its reasonable endeavours to contact the consumer between 1 to 14 days after the Contract has been entered into to confirm that the consumer understands that he has entered into the Contract and is content to have done so but that the supply of gas will not commence until the supply start date notified, or to be notified, to him.

- 5 If in the course of, or in response to, the Licensee's contact in accordance with paragraph 3 the domestic consumer indicates that he is not content to have entered into the Contract and wishes to cancel the Contract, the Licensee shall use all reasonable endeavours to ensure that the Contract is cancelled and that the Licensee does not commence the supply of gas to the consumer's premises.

- 6 In this Condition:

marketing activities

means any activities of the Licensee that are directed at or incidental to identifying and communicating with domestic consumers for the purpose of promoting the Licensee's gas supply contracts to them, and includes entering into contracts with such consumers;

Marketing Code of Practice

means the document of that name, prepared and published from time to time by the Authority, relating to marketing activities; and

Representative

means any person directly or indirectly authorised to represent the Licensee in its dealings with domestic consumers.

[New to Substitute] Condition 2.22: Security Deposits

- 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 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.
- 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 5.
- 4 Subject to paragraph 5, any Security Deposit given by a Domestic 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.
- 5 Sub-paragraph 4(a) shall not apply where it is reasonable in all the circumstances for the Licensee to retain the Security Deposit.

[New] Condition 2.22A: Consumer Protection: Modification of Conditions

- 1 The Authority, following consultation with the Licensee, the General Consumer Council and any other person who in the opinion of the Authority is likely to be interested or affected, may from time to time modify the Conditions of the Licence in accordance with paragraph 2.
- 2 The Authority may modify the Conditions of the Licence under this paragraph where both:
 - (a) the effect of the modification is to require the Licensee to prepare, submit and have approved by the Authority one or more codes of practice relating to the services or arrangements, as set out in the modification, to be provided or made available by the Licensee to such persons or class of persons as are specified in the modification; and
 - (b) the Authority is satisfied that the modification is necessary or expedient for the purposes of:
 - (i) ensuring that any activity authorised by the Licence is carried out in compliance with the requirements and prohibitions, relating to the protection of consumers, laid down by the Directive;
 - (ii) ensuring a high level of protection for consumers, in accordance with the purpose of the Directive; or
 - (iii) giving effect to Article 10A(9) of the Order.
- 3 Where in accordance with this Condition 2.22A the Authority modifies the standard conditions of licences for the supply of gas (as determined under Article 11(1) of the Order), it:
 - (a) shall also make (as nearly as may be) the same modifications of the standard conditions of licences for the supply of gas for the purpose of their incorporation in licences granted under Article 8(1)(c) of the Order after the date of the modification made under this Condition 2.22A; and
 - (b) may make such incidental or consequential modifications as it considers necessary or expedient of any conditions of licences granted under Article 8(1)(c) of the Order before the date of the modification made under this Condition 2.22A.

[New to substitute] Condition 2.23: Report on Performance

- 1 The Licensee shall keep a record of the operation of the arrangements set out in any Code of Practice prepared in accordance with Conditions 2.8 – 2.12 and, if the Authority so directs in writing, of the operation of any Code of Practice in particular cases specified, or of a description specified, by it.

- 2 The Licensee shall also keep for each quarter ending 30 June, 30 September, 31 December and 31 March, a statistical record of its performance in that quarter in relation to the provision of gas supply services to domestic consumers including:
 - (a) the number of the different type of services offered by the Licensee to domestic consumers on the register maintained by it pursuant to Condition 2.11 and the number of domestic consumers included on the register;
 - (b) the number of the Licensee's domestic consumers using each payment method offered by the Licensee;
 - (c) the number of Domestic Premises to which the supply of gas was cut off by the Licensee for reason of non-payment of charges;
 - (d) the quantities of gas supplied and the recovery of gas charges;
 - (e) the number of consumer complaints, whether made in writing, in person or by telephone;
 - (i) received by the Licensee;
 - (ii) resolved by the Licensee; and
 - (f) the number of visits made to consumers' premises and the number of responses made to enquiries.

- 3 As soon as reasonably practicable after 31 December in each year, the Licensee shall submit to the Authority and the General Consumer Council a report dealing with the matters mentioned in this Condition which shall include a comparison of the Licensee's performance against any established standards in relation to that year and shall:
 - (a) make public the report so submitted in such manner as will in the reasonable opinion of the Licensee secure adequate publicity for it; and
 - (b) send a copy of it free of charge to any person requesting one,

except that, in performing the obligations under paragraphs (a) and (b), the Licensee shall exclude from the report such information as appears to it to be necessary or expedient to

ensure that, save where they consent, individual consumers referred to therein cannot readily be identified.

- 4 The report shall be presented, so far as is reasonably practicable, in a standard format determined by the Authority.

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[New] Condition [2.27]: Wholesale Contracts and Gas Derivatives

- 1 Subject to paragraph 2, the Licensee shall, for every Contract or Gas Derivative entered into by the Licensee with a Wholesale consumer or a Gas Conveyance Licence Holder (the **relevant agreement**) and every transaction undertaken under or in accordance with the provisions of a relevant agreement (the **relevant transaction**), retain for a period of at least five years after the end date of the relevant agreement or the date of the relevant transaction (as the case may be) the information set out in paragraph 4.
- 2 Paragraph 1 shall not apply to a Gas Derivative entered into by the Licensee with a Wholesale consumer or a Gas Conveyance Licence Holder or to any transaction undertaken, under or in accordance with the provisions of a Gas Derivative entered into with a Wholesale consumer or a Gas Conveyance Licence Holder, prior to the date of the Guidelines referred to in Article 40(4) of the Directive (the **Guidelines**).
- 3 The Licensee shall retain the relevant information in accordance with such methods and arrangements for record keeping and in such form as may be set out in the Guidelines.
- 4 The information to be retained shall:
 - (a) provide particulars of:
 - (i) the characteristics of the relevant agreement or the relevant transaction, including characteristics relating to duration and delivery and settlement rules;
 - (ii) the amount of gas specified in the relevant agreement or relevant transaction;
 - (iii) the time and date the relevant agreement or relevant transaction was executed and the prices pertaining to that agreement or transaction;
 - (iv) the means of identifying the Wholesale consumer to whom the relevant agreement or relevant transaction relates; and
 - (b) include such information as is specified in a direction given to the Licensee by the Authority about relevant agreements under which any transactions continue to be unsettled.
- 5 The Licensee shall provide to the Authority, in such manner and at such times as the Authority may specify, such information as the Authority may require which is retained by the Licensee in accordance with this Condition.
- 6 In this Condition:

Gas Derivative

means a financial instrument, specified in points 5, 6, or 7 of Section C of Annex I to Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments, which relates to gas;

Gas Conveyance Licence Holder

means any person holding a licence granted under Article 8(1)(a) of the Order; and

Wholesale Consumer

means any person who is purchasing gas for the purposes of reselling it to another person and not for his own use.

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[New] Condition [2.28]: Provision of Information to gas suppliers

- 1 Where paragraph 2 applies, the Licensee shall within five days of receiving a Consumer Information Request from a gas supplier, provide to that gas supplier the information specified in the Consumer Information Request.
- 2 This paragraph applies where the Licensee is supplying gas, or has at any time in the 12 months prior to the date of the consumer Information Request supplied gas, to the premises identified in the request and where the consumer identified in the request is, or (as the case may be) was, the Licensee's consumer.
- 3 The Licensee shall not submit a Consumer Information Request to another gas supplier unless it has, and retains evidence of, the consent of the consumer for it to obtain the information which is specified in the request to the other gas supplier.
- 4 The Licensee shall not charge the consumer for any services provided to the consumer or to another gas supplier pursuant to this Condition.
- 5 In this Condition:

Consumer Information Request

means a request, made in such form and in such manner as may be determined from time to time by the Authority, for information relating to the consumption of gas by the consumer at the premises identified, and for the period specified, in the request.

[New] Condition [2.29]: Business Separation

- 1 This Condition applies where any affiliate or related undertaking of the Licensee is:
 - (a) carrying on the activities of an Associated Business; and
 - (b) that Associated Business is subject to Separation Conditions.

- 2 Where this Condition applies the Licensee shall not:
 - (a) act in a manner which is inconsistent with the relevant affiliate or related undertaking's obligations under the Separation Condition; or
 - (b) take any action that may impede or frustrate the relevant affiliate or related undertaking from fulfilling its obligations under the Separation Condition.

- 3 In this Condition:

Associated Business	means any business which is carrying on any activity that requires authorisation in accordance with either Article 8(1)(a) of the Order or section 7 of the Gas Act 1986; and
Separation Conditions	means any conditions: <ol style="list-style-type: none"> (a) which are included in a licence held by the affiliate or related undertaking of the Licensee, as granted under either Article 8(1)(a) of the Order or section 7 of the Gas Act 1986; (b) which are at any given time applicable and in force in relation to the licence holder; and (c) which in combination impose an obligation on the Associated Business to ensure the legal, managerial and operational separation of the Associated Business and, where applicable, to produce a compliance plan setting out how it will meet the obligation.