

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Gas and Electricity Markets Authority

ELECTRICITY ACT 1989
Standard conditions of
electricity supply licence

[PROPOSED GREEN DEAL LICENCE MODIFICATIONS]

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SECTION A: STANDARD CONDITIONS FOR ALL SUPPLIERS

General arrangements

1. Definitions for standard conditions	<u>67</u>
2. Interpretation of standard conditions	<u>1517</u>
3. Application of Section B of standard conditions	<u>1820</u>
4. Licensee's payments to Authority	<u>1921</u>
5. Provision of Information to Authority	<u>2022</u>
6. Classification of premises	<u>2123</u>

Continuity of supply

7. Terms of Contracts and Deemed Contracts	<u>2426</u>
7A. Supply to Micro Business Consumers— <u>26 and Green Deal Customers</u>	<u>28</u>
8. Obligations under Last Resort Supply Direction	<u>3032</u>
9. Claims for Last Resort Supply Payment	<u>3234</u>
10. Restriction or revocation of licence	<u>3436</u>

Industry activities and procedures

11. Compliance with codes	<u>3638</u>
11A. Security Arrangements	<u>3840</u>
12. Matters relating to Electricity Meters	<u>3941</u>
13. Arrangements for site access	<u>4244</u>
14. Customer transfer blocking	<u>4345</u>
15. Assistance for areas with high distribution costs scheme: payments to System Operator	<u>4750</u>
16. Not used	<u>5053</u>
17. Not used	<u>5053</u>
18. Not used	<u>5053</u>
19. Not used	<u>5053</u>
19A. Financial information reporting	<u>5154</u>

Information for all Customers

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

20. Enquiry service and Supply Number	<u>5457</u>
21. Fuel mix disclosure arrangements	<u>5558</u>
21A. Provision of the annual statement of supply to Participants of the Carbon Reduction Commitment (CRC) Energy Efficiency Scheme	<u>6063</u>

SECTION B: STANDARD CONDITIONS FOR DOMESTIC SUPPLIERS

Regulation of Domestic Supply Contracts

22. Duty to offer and supply under Domestic Supply Contract	<u>6366</u>
23. Notification of Domestic Supply Contract terms	<u>6568</u>
24. Termination of Domestic Supply Contracts	<u>6770</u>

Domestic Customer protection

25. Marketing electricity to Domestic Customers	<u>7073</u>
25A. Prohibition of Undue Discrimination in Supply	<u>7780</u>
26. Services for specific Domestic Customer groups	<u>8382</u>
27. Payments, Security Deposits and Disconnections	<u>8284</u>
28. Prepayment meters	<u>8688</u>
29. Not used	<u>8890</u>
30. Not used	<u>8890</u>

Domestic Customer information

31. General information for Domestic Customers	<u>9092</u>
31A. Information about electricity consumption patterns	<u>9193</u>
32. Reporting on performance	<u>9496</u>

SECTION C: STANDARD CONDITIONS FOR ALL SUPPLIERS

Feed-in tariff Arrangements

33. Feed-in Tariffs	<u>9698</u>
34. Implementation of Feed-in Tariffs	<u>9799</u>

[Green Deal Arrangements](#)

<u>35. Central Charge Database</u>	<u>131</u>
<u>36. Green Deal obligations</u>	<u>133</u>

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

<u>37. Green Deal information requirements</u>	<u>136</u>
<u>38. Green Deal Arrangements Agreement</u>	<u>141</u>

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SECTION A: STANDARD CONDITIONS
FOR ALL SUPPLIERS

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**Standard conditions 1 to 6:
General arrangements**

Condition 1. Definitions for standard conditions

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

Definitions in alphabetical order

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

Act	means the Electricity Act 1989;
<u>Affiliate</u>	<u>means, in relation to an Electricity Supplier, any holding company or subsidiary or subsidiary undertaking of a holding company of the licensee, in each case within the meaning of the Companies Act 2006;</u>
<u>Annual Green Deal Electricity Saving</u>	<u>means the estimated annual financial savings on consumption from electricity, as identified by the Green Deal Provider under [paragraph 36(2)(a) of the Green Deal Regulations;</u>
<u>Annual Green Deal Energy Saving</u>	<u>means the estimated annual financial savings on consumption from electricity and (where relevant) gas and other fuel sources, as identified by the Green Deal Provider under [paragraph 36(2)(a)] of the Green Deal Regulations;</u>
Applicable Customer	means, in relation to an application made by the licensee to the Authority in accordance with standard condition 10 (Restriction or revocation of licence), a Customer if: (a) immediately before the restriction or revocation takes effect, his premises are being supplied with electricity by the licensee; and (b) in the case of a restriction, his premises will be excluded by it from this licence;
Application Regulations	means regulations made under section 6A of the Act that set out the form and manner in which applications for an Electricity Supply Licence or an extension or restriction of such a licence are to be made;

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Authorised	in relation to any business or activity, means authorised by licence granted or treated as granted under section 6 of the Act or, in appropriate cases, by exemption granted under section 5 of the Act;
Authorised Electricity Operator	means any person (other than the licensee) who is Authorised to generate, participate in the transmission of, distribute or supply electricity or participate in the operation of an Interconnector and includes any person who has made an application to be so Authorised which has not been refused and any person transferring electricity to or from or across an Interconnector or who has made an application for use of an Interconnector which has not been refused;
Authority	means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000;
Balancing and Settlement Code	means the Balancing and Settlement Code provided for in standard condition C3 (Balancing and Settlement Code (BSC)) of the Transmission Licence;
Bill	means an invoice or a demand for payment or any other instrument of the same or similar character and purpose;
<u>Central Charge Database</u>	<u>has the meaning given in paragraph 1 of standard condition 35;</u>
<u>Charges</u>	<u>means Charges for the Supply of Electricity and Green Deal Payments.</u>
Charges for the Supply of Electricity	means, as between the licensee and a Customer, charges made by the licensee in respect of the supply of electricity to that Customer's premises, including any charges made for the provision of an Electricity Meter;
Competition Commission	means the body of that name established by section 45 of the Competition Act 1998;
Connection and Use of System Code	means the Connection and Use of System Code provided for in standard condition C10 (Connection and Use of System Code (CUSC)) of the Transmission Licence;
Consequential Change	means a modification required to an Industry Code to which the licensee is a party, solely to give full and timely effect to a modification made to that or any other Industry Code;

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Consumer Council	means the Gas and Electricity Consumer Council established under section 2 of the Utilities Act 2000;
Consumer Direct	means the body of that name which is funded by the Office of Fair Trading to provide a consumer advice helpline;
Contract	includes, as between the licensee and a Customer, a contract deemed to have been made because of paragraph 23 of Schedule 7 to the Utilities Act 2000 but does not include a Deemed Contract and related expressions must be read accordingly;
Customer	means any person supplied or requiring to be supplied with electricity at any premises in Great Britain but does not include any Authorised Electricity Operator in its capacity as such;
Deemed Contract	means, as between the licensee and a Customer, a contract deemed to have been made because of paragraph 3 of Schedule 6 to the Act but does not include a contract deemed to have been made because of paragraph 23 of Schedule 7 to the Utilities Act 2000;
Disconnect	in relation to the supply of electricity only, means to stop that supply to a Domestic Premises and related expressions must be read accordingly;
Distribution Code	means, in relation to any Licensed Distributor, the Distribution Code required to be prepared by it and approved by the Authority in accordance with standard condition 9 (Distribution Code) of the Distribution Licence;
Distribution Connection and Use of System Agreement	means the Distribution Connection and Use of System Agreement designated by the Authority in accordance with standard condition 9B (Distribution Connection and Use of System Agreement) of the Distribution Licence;
Distribution Licence	means a distribution licence granted or treated as granted under section 6(1)(c) of the Act;
Distribution Services Area	has the meaning given in and is to be interpreted in accordance with standard condition 2 (Application of Section C (Distribution Services Obligations)) of the Distribution Licence;

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Distribution System	has the meaning given in standard condition 1 (Definitions and Interpretation) of the Distribution Licence;
Domestic Customer	means a Customer supplied or requiring to be supplied with electricity at Domestic Premises but excludes such Customer insofar as he is supplied or requires to be supplied at premises other than Domestic Premises;
Domestic Premises	has the meaning given in and is to be interpreted in accordance with standard condition 6 (Classification of premises);
Domestic Supply Contract	means a Contract for the supply of electricity to Domestic Premises;
Domestic Supply Direction	means a direction issued by the Authority under paragraph 3 of standard condition 3 (Application of Section B of standard conditions) to give effect to Section B of the standard conditions;
Electricity Meter	means a meter which conforms to the requirements of paragraph 2 of Schedule 7 to the Act and is of an appropriate type for measuring the quantity of electricity supplied;
Electricity Supplier	means any person Authorised to supply electricity;
Electricity Supply Licence	means an electricity supply licence granted or treated as granted under section 6(1)(d) of the Act;
Electronic Communication	means a message comprising text or an image of text that: <ul style="list-style-type: none">(a) is sent over a Public Electronic Communications Network;(b) can be stored in that network or in the recipient's terminal equipment until it is collected by the recipient; and(c) is in a particular form and is used for a particular purpose and the recipient of it has expressed a willingness, to the sender, to receive it in that form and for that purpose;
Estimated Costs	means costs estimated by the Authority as likely to have been the costs incurred by the Competition Commission in connection with references to it in respect of this licence or any other licence granted under the Act or the Gas Act

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	1986, such estimate having regard to any views of the Competition Commission;
Financial Year	means a period of 12 months beginning on 1 April each year and ending on 31 March of the next calendar year;
Fuel Security Code	means the Fuel Security Code designated by the Secretary of State;
Generation Licence	means a generation licence granted or treated as granted under section 6(1)(a) of the Act;
<u>Green Deal Arrangements Agreement or GDAA</u>	<u>means the agreement referred to and providing for such matters as are set out in standard condition 38 (Green Deal Arrangements Agreement), in the form approved by the Secretary of State from time to time.</u>
<u>Green Deal Bill Payer</u>	<u>means a "bill payer" within the meaning of section 2(3) of the Energy Act 2011.</u>
<u>Green Deal Licensee</u>	<u>means a licensee that:</u> <u>(a) as at a Green Deal Relevant Date:</u> <u>(i) supplied electricity to at least 250,000 Customers; or</u> <u>(ii) together with its Affiliates jointly supplied electricity to at least 250,000 Customers; or</u> <u>(b) is a party to the Green Deal Arrangement Agreement;</u>
<u>Green Deal Payment</u>	<u>means a payment required to be made under a Green Deal Plan by a Green Deal Bill Payer, as referred to in section 1(6) of the Energy Act 2011;</u>
<u>Green Deal Plan</u>	<u>has the meaning given to "green deal plan" in section 1(3) of the Energy Act 2011;</u>
<u>Green Deal Premises</u>	<u>has the meaning given in paragraph 7 of standard condition 6;</u>
<u>Green Deal Provider</u>	<u>has the meaning given to "green deal provider" in section 2(2) of the Energy Act 2011;</u>
<u>Green Deal Regulations</u>	<u>means the Green Deal Framework (etc.) Regulations 2012.</u>

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<u>Green Deal</u> <u>Relevant Date</u>	<u>means:</u> <u>(a) 1 October 2012; or</u> <u>(b) 31 December each year.</u>
Grid Code	means the Grid Code provided for in standard condition C14 (Grid Code) of the Transmission Licence;
Holding Company	means a holding company within the meaning of sections 736, 736A and 736B of the Companies Act 1985;
Industry Codes	means any and all of the following: (a) the Balancing and Settlement Code; (b) the Connection and Use of System Code; (c) the Distribution Code; (d) the Distribution Connection and Use of System Agreement; (e) the Grid Code; and (f) the Master Registration Agreement;
Information	means information (other than information subject to legal privilege) in any form or medium and of any description specified by the Authority and includes any documents, accounts, estimates, returns, records or reports and data of any kind, whether or not prepared specifically at the request of the Authority;
Interconnector	has the meaning given to “electricity interconnector” in section 4(3E) of the Act;
Interconnector Licence	means an interconnector licence granted or treated as granted under section 6(1)(e) of the Act;
Last Resort Supply Direction	means a direction given by the Authority to the licensee that specifies or describes the premises to be supplied with electricity in accordance with standard condition 8 (Obligations under Last Resort Supply Direction);
Last Resort Supply Payment	means a sum of money payable to the licensee to compensate for any additional costs it incurs in complying with a Last Resort Supply Direction;

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Licensed Distributor	means any holder of a Distribution Licence;
Licensed Distributor's Enquiry Service	means, in relation to the Licensed Distributor whose system is connected to the Customer's premises, the service established and operated by that distributor under standard condition 6 (Safety and Security of Supplies Enquiry Service) of the Distribution Licence, which may be used by any person to receive reports and offer information, guidance or advice about any matter or incident that: (a) causes danger or requires urgent attention, or is likely to cause danger or require urgent attention, in relation to the supply or distribution of electricity; or (b) affects or is likely to affect the maintenance of the security, availability and quality of service of the Distribution System through which premises are supplied with electricity;
Master Registration Agreement	means the agreement of that name referred to and providing for such matters as are set out in standard condition 37 (Metering Point Administration Service and the Master Registration Agreement) of the Distribution Licence;
Metering Equipment	means an Electricity Meter and any associated equipment which materially affects the operation of that meter;
Multi-Site Contract	has the meaning given in and is to be interpreted in accordance with standard condition 6 (Classification of premises);
Non-Domestic Customer	means a Customer who is not a Domestic Customer;
Non-Domestic Premises	has the meaning given in and is to be interpreted in accordance with standard condition 6 (Classification of premises);
Non-Domestic Supply Contract	means a Contract for the supply of electricity to Non-Domestic Premises, as varied from time to time;
<u>Non-Green Deal Premises</u>	<u>has the meaning given in paragraph 8 of standard condition 6.</u>
Non-Half-Hourly	means an Electricity Meter other than one which is

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Meter	configured to record the quantity of electricity (calculated in kWh) supplied to premises during each half-hour period of supply;
Notice	means notice given directly to a person in Writing;
Outstanding Charges	means the amount of any Charges for the Supply of Electricity which are due to the licensee from a Domestic Customer, have been demanded of that Domestic Customer by the licensee in Writing at least 28 days previously and remain unpaid;
Participating Interest	has the meaning given by section 260 of the Companies Act 1985;
Pensionable Age	means, in relation to any person, pensionable age within the meaning given by section 48(2B) of the Gas Act 1986;
Principal Terms	means, in respect of any form of Contract or Deemed Contract, the terms that relate to: <ul style="list-style-type: none">(a) Charges for the Supply of Electricity;(b) any requirement to pay Charges for the Supply of Electricity through a prepayment meter;(c) any requirement for a Security Deposit;(d) the duration of the Contract or Deemed Contract;(e) the rights to end the Contract (including any obligation to pay a Termination Fee) or the circumstances in which a Deemed Contract will end, and any other term that may reasonably be considered to significantly affect the evaluation by the Customer of the Contract under which electricity may be supplied to his premises;
Priority Services Register	means the register of certain of its Domestic Customers established and maintained by the licensee in accordance with standard condition 26 (Services for specific Domestic Customer groups);
Proposed Supplier Transfer	in relation to any premises at which an Electricity Supplier is supplying electricity, means the proposed transfer of responsibility for that supply from that Electricity Supplier

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	to any other Electricity Supplier;
Protocol	means the arrangements in force under the Master Registration Agreement by which Charges for the Supply of Electricity owed to an Electricity Supplier by a Domestic Customer to whom electricity is supplied through a prepayment meter may be assigned to any other Electricity Supplier;
Public Electronic Communications Network	has the meaning given in section 151 of the Communications Act 2003;
Related Metering Points	has the meaning given in clause 1.1 of the Master Registration Agreement;
Relevant Distributor	in relation to any premises, means, except in standard condition 15 (Assistance for areas with high distribution costs scheme: payments to System Operator), the Licensed Distributor to whose Distribution System those premises are connected and in whose licence Section C has effect;
Relevant Electricity Supplier	in relation to any premises, means the Electricity Supplier that is supplying electricity to the premises;
Relevant Proportion	means the proportion of the costs attributable to either the Authority or the licensee in accordance with any direction issued by the Competition Commission under section 177(3) of the Energy Act 2004 or, in the absence of such direction, zero;
Representative	in relation to the licensee, means any person directly or indirectly authorised to represent the licensee in its dealings with Customers;
Section B	means the section of the standard conditions of that name which is given effect in this licence in accordance with standard condition 3 (Application of Section B of standard conditions) and, if it has effect, allows the licensee to supply electricity to Domestic Premises;
Security Deposit	means a deposit of money as security for the payment of Charges for the Supply of Electricity ;
Subsidiary	means a subsidiary within the meaning of sections 736, 736A and 736B of the Companies Act 1985;

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Supply Number	means a number relevant to the registration of a Customer that is prescribed by the Master Registration Agreement;
Supply Services Area	means the area specified as such by the Authority under standard condition 3 (Application of Section D (Supply Services Obligations)) of the licensee’s Electricity Supply Licence in the form in which that licence was in force at 31 July 2007;
Supply Start Date	has the meaning given in clause 1.1 of the Master Registration Agreement;
Termination Fee	means any sum of money or other compensation (whether financial or not) which might be demanded of a Customer solely because his Domestic Supply Contract or Deemed Contract has ended;
Transmission Licence	means a transmission licence granted or treated as granted under section 6(1)(b) of the Act;
Undertaking	has the meaning given in section 259 of the Companies Act 1985;
Website	means a website controlled and used by the licensee to communicate with a Customer for reasons relating to the supply of electricity;
Winter	means the months of October, November, December, January, February and March;
Working Day	means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day that is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971;
Writing	includes writing sent or received by Electronic Communication and “ Written ” shall be construed accordingly.

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Condition 2. Interpretation of standard conditions

General rules of interpretation

- 2.1 Unless the context otherwise requires, any word or expression defined in the Act, the Utilities Act 2000 or the Energy Act 2004 has the same meaning when used in the standard conditions of this licence.
- 2.2 Unless the context otherwise requires, any reference in the standard conditions of this licence to an industry code, an agreement or a statement is a reference to that code, agreement or statement as modified, supplemented, transferred, novated or replaced from time to time.
- 2.3 The heading or title of any section, standard condition, schedule, paragraph or sub-paragraph in the standard conditions of this licence is for convenience only and does not affect the interpretation of the text to which it relates.
- 2.4 Unless the context otherwise requires:
- (a) any reference in the standard conditions of this licence to a section, standard condition, schedule, paragraph or sub-paragraph is a reference to it in the standard conditions of this licence;
 - (b) any reference in a standard condition of this licence to a paragraph or sub-paragraph is a reference to it in that standard condition; and
 - (c) any reference in the standard conditions of this licence to any natural or legal person includes that person's successors.
- 2.5 Any reference in the conditions of this licence to any of the following:
- (a) a provision of the conditions of this licence;
 - (b) a provision of the conditions of the Distribution Licence;
 - (c) a provision of the conditions of the Generation Licence;
 - (d) a provision of the conditions of the Transmission Licence; or
 - (e) a provision of the conditions of the Interconnector Licence,
- is to be read, if the conditions of this licence or of any of the other licences are subsequently modified, as a reference (so far as the context permits) to the corresponding provision of the relevant conditions.

Performance of obligations

- 2.6 Where any obligation in this licence is required to be performed by a specified date or time or within a specified period and the licensee has failed to do so, the

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obligation will continue to be binding and enforceable after the specified date or time or after the end of the specified period, without prejudice to all rights and remedies available against the licensee in relation to its failure.

Specific application of powers

- 2.7 Unless a contrary intention appears, any power of the Authority under any provision of this licence:
- (a) to give a direction, consent, derogation, approval or designation is a power:
 - (i) to give it to such extent, for such period of time and subject to such conditions as the Authority thinks reasonable in all the circumstances of the case; and
 - (ii) to revoke or amend it (after consulting with the licensee or, for the purpose of a Domestic Supply Direction given under standard condition 3 (Application of Section B of standard conditions), with the consent of the licensee) or give it again under that power; and
 - (b) to make a determination or a decision is a power:
 - (i) to make it subject to such conditions as the Authority thinks reasonable in all the circumstances of the case; and
 - (ii) to make it again under that power.
- 2.8 Any direction, consent, derogation, determination, approval, designation, decision or other instrument given or made by the Authority under this licence will be in Writing.

Date to be specified

- 2.9 In each case in which the Authority may specify a date under the standard conditions of this licence, it may specify:
- (a) that date; or
 - (b) the means by which that date is to be determined.

Continuing effect

- 2.10 Anything done under or because of a standard condition of this licence, which is in effect immediately before that standard condition is modified, has continuing

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- effect for so long as it is permitted or required by or under the modified standard condition.
- 2.11 Without prejudice to the generality of paragraph 2.10, every direction, consent, determination, designation, approval, decision or other instrument given or made by the Authority or by a licensing scheme made under Schedule 7 to the Utilities Act 2000 in relation to a standard condition of this licence, which is in effect immediately before that standard condition is modified, has continuing effect for so long as it is permitted or required by or under the modified standard condition.

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Condition 3. Application of Section B of standard conditions

- 3.1 Section B of the standard conditions will have effect in this licence if:
- (a) the Secretary of State has provided, by a scheme made under Schedule 7 to the Utilities Act 2000, that it will have effect; or
 - (b) the Authority issues a Domestic Supply Direction under paragraph 3.3.
- 3.2 If Section B of the standard conditions does not have effect in this licence, the licensee:
- (a) must not supply electricity to any Domestic Premises; and
 - (b) will not be required to comply with any of the requirements of that section of this licence.
- 3.3 After the Authority receives an application from the licensee in accordance with the Application Regulations, it may issue a Domestic Supply Direction to the licensee.
- 3.4 If the licensee applies to the Authority in Writing:
- (a) for a variation of the terms under which Section B of the standard conditions has effect in this licence; or
 - (b) for Section B of the standard conditions to stop having effect in this licence,

the Authority may approve that variation or cessation and specify the date on and from which it will have effect.

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Condition 4. Licensee's payments to Authority

- 4.1 In respect of each Financial Year at the beginning of which the licensee holds this licence, the licensee must pay to the Authority the total of:
- (a) an amount which is the Relevant Proportion of the Estimated Costs incurred by the Competition Commission in the previous Financial Year in connection with any reference made to it in respect of this licence or any other licence granted under the Act or the Gas Act 1986; and
 - (b) an amount which is the Relevant Proportion of the difference (being a positive or negative amount), if any, between:
 - (i) any costs estimated by the Authority in the previous Financial Year under sub-paragraph 4.1(a); and
 - (ii) the actual costs of the Competition Commission in connection with references of the type referred to in sub-paragraph 4.1(a) for the Financial Year before the previous Financial Year.
- 4.2 The amount determined in accordance with paragraph 4.1 must be paid by the licensee to the Authority in one instalment:
- (a) by 31 October in each year, if the Authority gives the licensee Notice of the amount of that instalment by 1 October in the year; or
 - (b) if the Authority does not give the licensee Notice of the amount of that instalment by 1 October in the year, within 30 days after the date on which the Authority gives that Notice to the licensee.
- 4.3 If the licensee does not pay the amount determined in accordance with paragraph 4.1 within 30 days after the relevant payment date referred to in paragraph 4.2, it must with effect from that date pay simple interest on the amount:
- (a) at the rate which is from time to time equivalent to the base rate of NatWest Bank plc; or
 - (b) if there is no rate equivalent to the base rate of NatWest Bank plc, the base rate of an equivalent institution designated by the Authority for this purpose.

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Condition 5. Provision of Information to Authority

- 5.1 After receiving a request from the Authority for Information that it may reasonably require or that it considers may be necessary to enable it to perform any functions given or transferred to it by or under any legislation, the licensee must give that Information to the Authority when and in the form requested.
- 5.2 The licensee is not required to comply with paragraph 5.1 if:
- (a) the Information is required by the Authority to enable it to perform its functions under section 47 of the Act; or
 - (b) the licensee could not be compelled to produce or give the Information in evidence in civil proceedings before a court.
- 5.3 After receiving a request from the Authority for reasoned comments on the accuracy and text of any Information relating to the licensee's activities under or pursuant to this licence which the Authority proposes to publish under section 48 of the Act, the licensee must give such comments to the Authority when and in the form requested.
- 5.4 The Authority's power to request Information under this condition is additional to its power to call for information under or pursuant to any other condition of this licence.

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Condition 6. Classification of premises

Domestic Premises

6.1 Unless the context otherwise requires, a Domestic Premises is a premises at which a supply of electricity is taken wholly or mainly for a domestic purpose except where that premises is a Non-Domestic Premises.

Non-Domestic Premises

6.2 Unless the context otherwise requires, a Non-Domestic Premises is a premises, that is not a Domestic Premises, at which a supply of electricity is taken and includes:

- (a) a premises where:
 - (i) the person who has entered into a Contract with the licensee for the supply of electricity to the premises is a person who has entered or will enter into an agreement with any other person for the provision of a residential or any other accommodation service at the premises; and
 - (ii) the terms of the agreement referred to in sub-paragraph 6.2(a)(i) are commercial in nature and include a charge for the supply of electricity to the premises (whether such charge is express or implied); and
- (b) any other premises that is to be treated as a Non-Domestic Premises under paragraph 6.4 or 6.6.

Changes in use of electricity

6.3 This paragraph applies if:

- (a) after the licensee enters into a Non-Domestic Supply Contract with a Customer; or
- (b) after a Deemed Contract for a Non-Domestic Premises begins, the Customer begins using the electricity supplied to his premises under that contract or deemed contract wholly or mainly for a domestic purpose.

6.4 If paragraph 6.3 applies, the Customer's premises will be treated as a Non-Domestic Premises for the purposes of this licence until the Non-Domestic Supply Contract or the Deemed Contract, as appropriate, ends.

Multi-Site Contracts

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- 6.5 Unless the context otherwise requires, a Multi-Site Contract is a Contract for the supply of electricity to:
- (a) one or more Non-Domestic Premises; and
 - (b) one or more Domestic Premises which are occupied for a purpose ancillary to that for which any of the Non-Domestic Premises is occupied, where all of those premises are owned or occupied by:
 - (i) the same person or body of persons whether corporate or unincorporate; or
 - (ii) an Undertaking (for this condition only, the “principal undertaking”) and a Holding Company, Subsidiary or Subsidiary of the Holding Company of that principal undertaking or any other Undertaking in which the principal undertaking has a Participating Interest.

- 6.6 A Domestic Premises supplied by the licensee under a Multi-Site Contract will be treated as a Non-Domestic Premises for the purposes of this licence until that contract ends.

Green Deal Premises

6.7 A Green Deal Premises is a premises at which Green Deal Payments are owed to a Green Deal Provider.

6.8 A Non-Green Deal Premises is a premises that is not a Green Deal Premises.

Standard conditions 7 to 10:
Continuity of supply

Condition 7. Terms of Contracts and Deemed Contracts

Termination of Contracts and Deemed Contracts

- 7.1 Each Contract and Deemed Contract for the supply of electricity to a premises must provide for itself to end when a Last Resort Supply Direction given to any other Electricity Supplier has effect in relation to that premises.
- 7.2 If a Domestic Supply Contract provides for both the supply of electricity to a premises and the provision of any other good or service, the reference in paragraph 7.1 to ending that contract is a reference to ending it for the supply of electricity to the premises only.

[7.2A The reference in paragraph 7.2 to any other service shall not be construed to include the collection of Green Deal Payments pursuant to paragraph 2 of standard condition 36.](#)

Terms of Deemed Contracts must not be unduly onerous

- 7.3 The licensee must take all reasonable steps to ensure that the terms of each of its Deemed Contracts are not unduly onerous.
- 7.4 One way in which the terms of a Deemed Contract will be unduly onerous for any class of Domestic Customers or for any class of Non-Domestic Customers is if the revenue derived from supplying electricity to the premises of the relevant class of customers on those terms:
- (a) significantly exceeds the licensee's costs of supplying electricity to such premises; and
 - (b) exceeds such costs of supplying electricity by significantly more than the licensee's revenue exceeds its costs of supplying electricity to the premises of the generality of its Domestic Customers or, as the case may be, to the premises of the generality of its Non-Domestic Customers (in each case excluding from the calculation premises supplied in accordance with standard condition 8 (Obligations under Last Resort Supply Direction)).

Continuity and termination of Deemed Contracts

- 7.5 In addition to the requirement of paragraph 7.1, a Deemed Contract must:
- (a) provide that, where a Customer intends his premises to be supplied with electricity under a Contract with the licensee or any other Electricity Supplier, the Deemed Contract will continue to have effect until the licensee or the other Electricity Supplier, as appropriate, begins to supply electricity to the premises under a Contract; and

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

- (b) if the Customer is a Domestic Customer, include a term to give effect (under the Deemed Contract) to the requirements of paragraph 1 of standard condition 24 (Termination of Domestic Supply Contracts) (which relates to the termination arrangements that apply when there is a change in the ownership or occupation of Domestic Premises).
- 7.6 If the licensee supplies electricity to a Customer's premises under a Deemed Contract, the licensee must not charge the Customer a Termination Fee.

Information for Customers about Deemed Contracts

- 7.7 If the licensee supplies electricity to a Customer's premises under a Deemed Contract, it must take all reasonable steps to provide that Customer with:
- (a) the Principal Terms of the Deemed Contract; and
 - (b) Notice that Contracts, with terms that may be different from the terms of Deemed Contracts, may be available and of how information about such Contracts may be obtained.
- 7.8 If a 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.

Calculation of consumption under Deemed Contracts

- 7.9 In determining the number of kilowatt hours of electricity that are to be treated as supplied to or taken at premises under a Deemed Contract, the licensee must act reasonably and take into account available electricity consumption data for the premises and any other relevant factor.

Effect of Last Resort Supply Direction on Deemed Contracts

- 7.10 If a Customer is being supplied with electricity under a Deemed Contract because a Last Resort Supply Direction has been issued in relation to his premises, paragraph 7.3 and sub-paragraph 7.7(b) do not apply until that direction stops having effect.

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Condition 7A. Supply to Micro Business Consumers [and Green Deal Customers](#)

Identification and treatment of Micro Business Consumers

7A.1 If the licensee intends to:

- (a) enter into a Non-Domestic Supply Contract with a Customer; or
- (b) extend the duration of a Non-Domestic Supply Contract (including the duration of any fixed term period which may form part of a Contract of an indefinite length)

the licensee must either take all reasonable steps to identify whether that Non-Domestic Customer is a Micro Business Consumer, or deem that Non-Domestic Customer to be a Micro Business Consumer.

7A.2 Where any Contract or Contract extension as described in paragraph 7A.1 is entered into with a Non-Domestic Customer that has been identified as, or deemed to be, a Micro Business Consumer, that Contract shall be a “Micro Business Consumer Contract” for the purposes of this Condition.

7A.3 The licensee must not include a term in a Micro Business Consumer Contract which enables it to terminate the Contract or apply different terms and conditions to that Contract during a fixed term period on the grounds that the Customer no longer satisfies the definition of Micro Business Consumer.

Notification of Micro Business Consumer Contract terms and other information

7A.4 Before the licensee enters into a Micro Business Consumer Contract, it must take all reasonable steps to bring the following information to the attention of the Micro Business Consumer and ensure that the information is communicated in plain and intelligible language:

- (a) a statement to the effect that the licensee is seeking to enter into a legally binding Contract with the Micro Business Consumer; and
- (b) the Principal Terms of the proposed Contract.

7A.5 The licensee must ensure that all the express terms and conditions of a Micro Business Consumer Contract are:

- (a) set out in Writing; and
- (b) drafted in plain and intelligible language.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

7A.6 Where the licensee enters into, or extends the duration of, a Micro Business Consumer Contract for a fixed term period, it must prepare a statement (hereafter referred to as a “Statement of Renewal Terms”) which:

- (a) is set out in Writing;
- (b) is drafted in plain and intelligible language;
- (c) displays the following information in a prominent manner:
 - (i) the date the fixed term period is due to end, or if that date is not ascertainable the duration of the fixed term period;
 - (ii) the Relevant Date, or if not known at the time of providing the Statement of Renewal Terms, a description of how the Relevant Date will be calculated by reference to the end of the fixed term period;
 - (iii) a statement to the effect that the Micro Business Consumer may send a notification in Writing to the licensee at any time before the Relevant Date in order to prevent the licensee from extending the duration of the Micro Business Consumer Contract for a further fixed term period;
 - (iv) a postal and Electronic Communication address to which the Customer may send a notification in Writing for that purpose; and
 - (v) a statement explaining the consequences of the Micro Business Consumer not renewing the Micro Business Consumer Contract or agreeing a new Contract before the Relevant Date.

7A.7 Where the licensee enters into or extends the duration (including the duration of any fixed term period) of a Micro Business Consumer Contract, it must take all reasonable steps to provide the Micro Business Consumer with the following information within 10 days, or do so as soon as reasonably practicable thereafter:

- (a) a copy of all the express terms and conditions of the Micro Business Consumer Contract; and
- (b) if the Micro Business Consumer Contract contains a fixed term period, the Statement of Renewal Terms.

7A.8 On or about 30 days before the Relevant Date, the licensee must provide the Micro Business Consumer with:

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

- (a) the Statement of Renewal Terms (unless the licensee has already prevented the Micro Business Consumer from extending the duration of the Micro Business Consumer Contract);
- (b) a copy of any relevant Principal Terms that might apply to the Micro Business Consumer after the fixed term period of the Micro Business Consumer Contract ends, including:
 - (i) terms that would apply in the event the Customer does nothing;
 - (ii) terms that would apply if the Customer sends (or has already sent) a notification in Writing before the Relevant Date to prevent renewal of the Micro Business Consumer Contract but does not appoint another supplier.

7A.9 Where pursuant to paragraph 7A.8 the licensee is required to provide a Micro Business Consumer with any relevant Principal Terms, it must ensure that the Principal Terms are:

- (a) set out in Writing; and
- (b) drafted in plain and intelligible language.

7A.10 Where pursuant to paragraph 7A.8(b) the licensee provides a Micro Business Consumer with any offers of terms that relate to Charges for the Supply of Electricity, it must ensure that at least one offer is made in Writing which may be accepted at any time before the Relevant Date.

Length of notice periods in Micro Business Consumer Contracts

7A.11 The notice period for termination of a Micro Business Consumer Contract must be no longer than 90 days.

7A.12 Paragraph 7A.11 is without prejudice to the licensee's ability to enter into a Micro Business Consumer Contract with a Customer for a fixed term period which is longer than 90 days.

Extending the duration of Micro Business Consumer Contracts

7A.13 Where the licensee has entered into a Micro Business Consumer Contract for a fixed term period, it may only extend the duration of that Contract for a further fixed term period if:

- (a) it has complied with paragraphs 7A.7 and 7A.8;

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- (b) the Micro Business Consumer has not sent the licensee a notification in Writing before the Relevant Date in order to prevent it from extending the duration of the Micro Business Consumer Contract for a further fixed term period; and
- (c) the duration of the further fixed term period is 12 months or less.

Restriction on entering into Contracts with Green Deal Customers

7A.13A If the licensee is not a Green Deal Licensee, it shall not enter into a Domestic Supply Contract or a Non-Domestic Supply Contract with a Customer at Green Deal Premises.

Definitions for condition

7A.14 In this condition:

- | | |
|----------------------------------|---|
| “Micro Business Consumer” | has the meaning given to “relevant consumer” (in respect of premises other than domestic premises) in article 2(1) of The Gas and Electricity Regulated Providers (Redress Scheme) Order 2008 (S.I. 2008/2268); |
| “Relevant Date” | means the date which is at least 30 days, and no longer than 90 days, before the date any fixed term period of a Micro Business Consumer Contract is due to end. |

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Condition 8. Obligations under Last Resort Supply Direction

Last Resort Supply Direction

- 8.1 The Authority may give a Last Resort Supply Direction to the licensee if it considers that:
- (a) a circumstance has arisen that would entitle it to revoke the Electricity Supply Licence of an Electricity Supplier other than the licensee (for this condition only, the “other supplier”); and
 - (b) the licensee could comply with the Last Resort Supply Direction without significantly prejudicing its ability:
 - (i) to continue to supply electricity to its Customers’ premises; and
 - (ii) to fulfil its contractual obligations for the supply of electricity.
- 8.2 The Last Resort Supply Direction will:
- (a) ~~(a)~~—have effect on and from the date on which and the time at which the other supplier’s Electricity Supply Licence is revoked;~~and~~
 - (b) ~~(b)~~—stop having effect on and from a date, specified in the Last Resort Supply Direction, that is up to six months after the date on which the direction has effect; and
 - (c) where the other supplier is a Green Deal Licensee and is supplying Green Deal Premises, ensure that those Green Deal Premises will continue to be supplied by a Green Deal Licensee.

Licensee’s obligations

- 8.3 ~~The~~Except in the circumstances set out in paragraph 8.4, the licensee must comply with a Last Resort Supply Direction.
- 8.4 ~~But the~~The licensee :
- (a) is not required to comply with a Last Resort Supply Direction in respect of premises to which it would not be required to supply electricity because of any of the exceptions set out in sub-paragraphs 6(a) and (b) of standard condition 22 (Duty to offer and supply under Domestic Supply Contract); and
 - (b) shall not comply where the Last Resort Supply Direction is in respect of a Green Deal Premises and the licensee is not a Green Deal Licensee.

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8.5 Within a reasonable period of time after receiving a Last Resort Supply Direction, the licensee must send a Notice to each of the premises specified or described in the Last Resort Supply Direction to inform each Customer:

- (a) ~~(a)~~—that the other supplier stopped supplying electricity to his premises with effect on and from the date on which the Last Resort Supply Direction had effect;
- (b) ~~(b)~~—that the licensee began to supply electricity to his premises with effect on and from the date on which the Last Resort Supply Direction had effect;
- (c) that the licensee is supplying electricity to the Customer’s premises under a Deemed Contract;
- (d) that the Customer may enter into a Contract with the licensee or any other Electricity Supplier under which electricity will be supplied to his premises; and
- (e) of the Charges ~~for the Supply of Electricity~~ that the licensee may charge or collect from the Customer while supplying him under the Last Resort Supply Direction.

Charges under Last Resort Supply Direction

8.6 The licensee’s Charges for the Supply of Electricity to the premises specified or described in the Last Resort Supply Direction must not exceed an amount that may be expected, in total, approximately to equal the licensee’s reasonable costs of supply (including, where appropriate, the costs of purchasing electricity at short notice) and a reasonable profit.

8.7 If the licensee purchases electricity to comply with a Last Resort Supply Direction, it must take all reasonable steps to do so as economically as possible in all the circumstances of the case.

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Condition 9. Claims for Last Resort Supply Payment

Ability to make claim

- 9.1 If the licensee has received the Authority's consent under paragraph 9.5, it may make a claim for a Last Resort Supply Payment, under standard condition 48 (Last Resort Supply: Payment Claims) of the Distribution Licence, from each Relevant Distributor in whose Distribution Services Area there were premises supplied by the licensee under the Last Resort Supply Direction.
- 9.2 The licensee must not make a claim for a Last Resort Supply Payment if it has waived its ability to do so by Notice given to the Authority before the Authority gave it a Last Resort Supply Direction.

Process for making claim

- 9.3 If the licensee intends to make a claim for a Last Resort Supply Payment, it must:
- (a) give Notice to the Authority of its claim; and
 - (b) give the Authority a calculation of the amount claimed with information to support that calculation,
- no later than six months after the date on which the Last Resort Supply Direction to which the claim relates stops having effect.
- 9.4 The total amount of the Last Resort Supply Payment (for this condition only, "the relevant amount") to be claimed by the licensee must not exceed the amount by which:
- (a) the total costs (including interest on working capital) reasonably incurred by the licensee in supplying electricity to premises under the Last Resort Supply Direction and a reasonable profit,
are greater than:
 - (b) the total amounts recovered by the licensee through Charges for the Supply of Electricity to premises under the Last Resort Supply Direction (after taking all reasonable steps to recover such charges).
- 9.5 If the Authority considers it appropriate in all the circumstances of the case for the licensee to make the claim notified to it in accordance with paragraph 9.3, the Authority will give its consent to the licensee.

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- 9.6 Within three months after it has been notified of the claim in accordance with paragraph 9.3, the Authority may determine that an amount other than the one calculated by the licensee is a more accurate calculation of the relevant amount.
- 9.7 If the Authority makes a determination under paragraph 9.6, the amount specified by it must be treated as the relevant amount for the purpose of paragraph 9.8.

Submissions to Relevant Distributors

- 9.8 A claim by the licensee for a Last Resort Supply Payment from each Relevant Distributor referred to in paragraph 9.1 must specify:
- (a) the respective proportion of the relevant amount to be paid by that Relevant Distributor (being the same as the number of premises located within its Distribution Services Area when expressed as a proportion of the total number of premises located within the Distribution Services Areas of all the Relevant Distributors in question); and
 - (b) whether payment is to be made by quarterly or monthly instalments.
- 9.9 A claim for a Last Resort Supply Payment will lapse if the licensee does not make it within six months after the Authority has given its consent under paragraph 9.5.

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Condition 10. Restriction or revocation of licence

- 10.1 If the licensee makes an application to the Authority to restrict the premises to which it may supply electricity or to revoke its licence, the licensee must take all reasonable steps to ensure continuity of supply for each Applicable Customer on terms that are the same as or as similar as possible to the terms in place between it and that customer immediately before the restriction or revocation is to have effect.
- 10.2 The licensee must give the Authority any Information that it reasonably requests about the licensee's compliance with paragraph 10.1 as soon as reasonably practicable after receiving a request.
- 10.3 The licensee is not required to comply with paragraph 10.1 if the Authority gives it a direction that relieves it of its obligation to do so.

Standard conditions 11 to 19:
Industry activities and procedures

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 11. Compliance with codes

Industry Codes

11.1 The licensee must comply with:

- (a) the Distribution Code; and
- (b) the Grid Code,

unless, after consulting with the licensee and any other person or body likely to be affected, the Authority has given a direction to the licensee relieving it of its obligations (in whole or in part) under either code.

11.2 The licensee must be a party to and comply with:

- (a) the Master Registration Agreement;
- (b) the Distribution Connection and Use of System Agreement;
- (c) the Connection and Use of System Code; and
- (d) the Balancing and Settlement Code,

from the earlier of the date on which it offers to supply electricity or the date on which it begins to supply electricity to premises in Great Britain.

Power to issue direction to relieve certain industry code obligations

~~11.3~~ 11.3 The Authority, after consulting with the licensee and any other person or body likely to be affected and after having regard to any guidance issued in accordance with paragraph 11.4, may give a direction to the licensee relieving it of its obligations (in whole or in part) under paragraph 11.2.

~~11.4~~ 11.4 The Authority may issue, and may from time to time revise, guidance regarding the manner in which it will exercise its powers under paragraph 11.3.

~~11.5~~ 11.5 The guidance issued in accordance with paragraph ~~11.4~~ 11.3 may, in particular, set out:

- (a) the process for requesting the Authority to grant a direction under SLC 11.3;
- (b) the type of information that is likely to be required by the Authority as part of that process; and

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- (c) the criteria the Authority would have regard to in considering whether and to what extent to exercise its power to give a direction under paragraph 11.3;

Consequential changes

~~11.6~~ 11.6 If a Consequential Change is required, the licensee must take all reasonable steps to secure, and must not take any unreasonable steps to prevent or delay, the making or implementation of that Consequential Change.

~~11.7~~ 11.7 Paragraph ~~11.3~~ 11.4 is without prejudice to:

- (a) any rights of appeal that the licensee may have in relation to decisions made by the Authority under the Industry Codes; and
- (b) any rights of approval, veto, or direction that the Authority or the Secretary of State may have in relation to changes to the Industry Codes.

Fuel Security Code

11.8 The licensee must comply with the Fuel Security Code.

11.9 The Fuel Security Code has effect as a standard condition of this licence.

Green Deal Arrangements Agreement

11.10 Where standard condition 38 applies, the licensee must be a party to and comply with the Green Deal Arrangements Agreement.

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Condition 11A. Security Arrangements

11A.1 Insofar as the licensee shall supply or offer to supply electricity to any premises in England and Wales, the licensee shall comply with the provisions of the Fuel Security Code and such provisions shall have effect as if they were set out in this licence.

11A.2 Insofar as the licensee shall supply or offer to supply electricity to any premises in Scotland:

- (a) if so directed in directions issued by the Authority for the purposes of this condition, the licensee shall, not later than such date as may be specified in such directions, enter into an agreement designated by the Secretary of State for the purposes of this condition relating to compliance with directions issued by the Secretary of State under section 34 and/or section 35 of the Act; and
- (b) the licensee shall comply with and perform its obligations under any agreement which it enters into pursuant to sub-paragraph (a) above.

11A.3 In this condition:

“Fuel Security Code” means the document of that title designated as such by the Secretary of State as from time to time amended.

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Condition 12. Matters relating to Electricity Meters

Detection and prevention of electricity theft

- 12.1 The licensee must take and must ensure that its agents take all reasonable steps to detect and prevent:
- (a) the theft or abstraction of electricity at premises supplied by it;
 - (b) damage to any electrical plant, electric line or Metering Equipment through which such premises are supplied with electricity; and
 - (c) interference with any Metering Equipment through which such premises are supplied with electricity.

Apparatus on Customer's side of Non-Half-Hourly Meter

- 12.2 This paragraph applies where the licensee installs or arranges for the installation of a second Electricity Meter or other apparatus on the Customer's side of a Non-Half-Hourly Meter for the purpose of ascertaining or regulating:
- (a) the amount of electricity supplied;
 - (b) the period of supply; or
 - (c) any other quantity or time connected with the supply.
- 12.3 If paragraph 12.2 applies, the power consumed by the second Electricity Meter or other apparatus described in that paragraph must not exceed 10 watts when added to the power consumed by any other Electricity Meter or apparatus installed by or on behalf of the licensee in a similar position or for a similar purpose in relation to the Customer, except if the Customer otherwise agrees.

Services for prepayment meters using tokens

- 12.4 This paragraph applies where the licensee supplies or offers to supply a system of services (for this condition only, "prepayment meter services") within its Supply Services Area for prepayment meters operated by the use of tokens.
- 12.5 Where paragraph 12.4 applies, the licensee must, if any other Electricity Supplier requests it to do so, offer to enter into or procure an agreement for the provision of prepayment meter services for prepayment meters operated by the use of tokens within its Supply Services Area for that supplier on non-discriminatory terms.
- 12.6 When providing or arranging to procure prepayment meter services for prepayment meters operated by the use of tokens, the licensee must do so in the most efficient and

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economical manner that it reasonably can, having regard to the alternatives available and all the other circumstances of the case.

- 12.7 The obligations of the licensee under paragraphs 12.5 and 12.6 will stop having effect on and from 1 August 2010.

Services for prepayment meters using cards

- 12.8 This paragraph applies where the licensee supplies or offers to supply prepayment meter services within its Supply Services Area for prepayment meters operated by the use of cards.
- 12.9 Where paragraph 12.8 applies, the licensee must, if any other Electricity Supplier requests it to do so, offer to enter into or procure an agreement for the provision of prepayment meter services for prepayment meters operated by the use of cards within its Supply Services Area for that supplier on non-discriminatory terms.
- 12.10 When providing or arranging to procure prepayment meter services for prepayment meters operated by the use of cards, the licensee must do so in the most efficient and economical manner that it reasonably can, having regard to the alternatives available and all the other circumstances of the case.
- 12.11 The licensee may by Notice given to all other Electricity Suppliers and the Authority specify a date, being not less than two years after the date of the Notice, on and from which it will stop offering to provide or procure the provision of prepayment meter services for prepayment meters operated by the use of cards for other Electricity Suppliers in its Supply Services Area.
- 12.12 If a Notice under paragraph 12.11 has been given, the obligations of the licensee under paragraphs 12.9 and 12.10 will stop having effect on and from the date specified in the Notice unless, at least three months before that date, the Authority directs the licensee that it considers that the ending of those obligations would be likely to be detrimental to the interests of Customers.
- 12.13 Where the Authority issues a direction under paragraph 12.12, it will, after consulting with the licensee, give Notice to the licensee and all other Electricity Suppliers specifying a further date on and from which the licensee will stop offering to provide or procure the provision of the relevant prepayment meter services.

Inspection of Electricity Meters

- 12.14 Unless the Authority otherwise consents, the licensee must take all reasonable steps to ensure that it inspects, at least once every two years, any Non-Half-Hourly Meter in respect of premises at which it has at all times during that period been the Relevant Electricity Supplier.

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- 12.15 An inspection under paragraph 12.14 must be carried out by a person possessing appropriate skill and experience.
- 12.16 An inspection under paragraph 12.14 must include:
- (a) taking a meter reading; and
 - (b) a visual inspection of any Metering Equipment for the purpose of assessing whether:
 - (i) there has been damage to the Metering Equipment or to any electrical plant or electric line;
 - (ii) there has been interference with the Non-Half-Hourly Meter to alter its register or prevent it from duly registering the quantity of electricity supplied; or
 - (ii) the Non-Half-Hourly Meter has deteriorated in any way that might affect its safety or proper functioning.
- 12.17 This paragraph has effect on and after 6 April 2009 and applies where the licensee installs or arranges for the installation of an Electricity Meter at Non-Domestic Premises where the metering point falls within profile class 5, 6, 7 or 8 as defined in the Balancing and Settlement Code (for this condition only, “relevant premises”).
- 12.18 If paragraph 12.17 applies, the Electricity Meter installed at the relevant premises must be an advanced meter.
- 12.19 For the purposes of this condition, an advanced meter is an Electricity Meter that, either on its own or with an ancillary device, and in compliance with the requirements of any relevant Industry Code:
- (a) provides measured electricity consumption data for multiple time periods, and is able to provide such data for at least half-hourly time periods; and
 - (b) is able to provide the licensee with remote access to such data.
- 12.20 The licensee must ensure that a Customer supplied with electricity at relevant premises through an advanced meter, or that Customer’s nominated agent, has timely access, on request, to the data provided by that meter.
- 12.21 As from 6 April 2014, the licensee must not supply electricity to any relevant premises other than through an advanced meter.
- 12.22 The prohibition imposed by paragraph 12.21 does not apply where the licensee is unable to install or arrange for the installation of any advanced meter at the relevant premises in question despite taking all reasonable steps to do so.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 13. Arrangements for site access

- 13.1 The licensee must take all reasonable steps to ensure that each Representative who visits a Customer's premises on the licensee's behalf:
- (a) possesses the skills necessary to perform the required function;
 - (b) can be readily identified as a Representative of the licensee by a member of the public;
 - (c) uses any password that the licensee has agreed with the Customer;
 - (d) is a fit and proper person to visit and enter the Customer's premises; and
 - (e) is able to inform the Customer, on request, of a contact point for any help and advice that he may require in relation to the supply of electricity.
- 13.2 The licensee must:
- (a) prepare a statement that sets out, in plain and intelligible language, its arrangements for complying with its obligations under paragraph 13.1;
 - (b) publish that statement on and make it readily accessible from its Website (if it has one); and
 - (c) give a copy of the statement on request and free of charge to any person.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 14. Customer transfer blocking

General prohibition

14.1 The licensee must not make a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer except in accordance with the provisions of this condition.

Non-Domestic Customer transfer blocking

14.2 The licensee may make a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer in relation to a Non-Domestic Customer at any Non-Domestic Premises at which the licensee is the Relevant Electricity Supplier in any of the following circumstances:

- (a) at the time the licensee receives Notice under the Master Registration Agreement that another Electricity Supplier has applied under the requirements of the Master Registration Agreement to supply the premises, the licensee's Contract with that customer for the supply of electricity to the premises includes a term which:
 - (i) allows the licensee to prevent the Proposed Supplier Transfer; and
 - (ii) may be relied upon in the circumstances arising at that time;
- (b) the Electricity Supplier that initiated the Proposed Supplier Transfer has agreed with the licensee that the transfer was initiated in error; or
- (c) the Proposed Supplier Transfer relates to a Related Metering Point and the proposed new Electricity Supplier has not applied to transfer all the Related Metering Points on the same Working Day for the same Supply Start Date.

[14.2A Subject to paragraph 14.2B, the licensee may make a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer in relation to a Non-Domestic Customer at any Non-Domestic Premises at which the licensee is the Relevant Electricity Supplier, if at the time the request is made Outstanding Charges in respect of Green Deal Payments are due to the licensee from that Non-Domestic Customer.](#)

[14.2B The licensee may not make a request pursuant to paragraph 14.2A if the licensee knows or has reason to believe that the relevant Outstanding Charges are made up in their entirety of a Disputed Amount and/or a Supplier Error Amount and the operational functioning or management of the licensee's business is such that it is reasonably practicable for the licensee not to make the request in these circumstances.](#)

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

14.3 If the licensee makes a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer of a Non-Domestic Customer, it must give a Notice to that customer to inform him:

- (a) that it has made a request to prevent the transfer;
- (b) of the grounds for the request; and
- (c) how the customer may dispute or resolve such grounds,

as soon as reasonably practicable after making the request.

Domestic Customer transfer blocking

14.4 The licensee may make a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises at which the licensee is the Relevant Electricity Supplier in any of the following circumstances:

- (a) subject to paragraphs 14.5 and 14.7, if at the time the request is made Outstanding Charges are due to the licensee from that Domestic Customer;
- (b) the Electricity Supplier that initiated the Proposed Supplier Transfer has agreed with the licensee that the transfer was initiated in error;
- (c) the customer informs the licensee that he has not entered into a Contract with the proposed new Electricity Supplier and asks the licensee to prevent the Proposed Supplier Transfer from taking place;
- (d) the customer is bound by the provisions of a Contract with the licensee for the supply of electricity to the premises which will not end on or before the date of the Proposed Supplier Transfer and that Contract is of a kind specified in a direction issued by the Authority; or
- (e) the Proposed Supply Transfer relates to a Related Metering Point and the proposed new Electricity Supplier has not applied to transfer all the Related Metering Points on the same Working Day for the same Supply Start Date.

14.5 The licensee may not make a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises at which the licensee is the Relevant Electricity Supplier if the relevant Domestic Customer's Domestic Premises is being supplied with electricity through a prepayment meter and:

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- (a) the Domestic Customer has agreed with the proposed new Electricity Supplier that any Outstanding Charges may be assigned by the licensee in accordance with the Protocol; or
 - (b) the licensee, having increased the Charges for the Supply of Electricity to the relevant Domestic Premises, has not taken all reasonable steps to reset the relevant prepayment meter within a reasonable period of time after that increase has effect to take account of the increase and the Outstanding Charges (which may have accumulated over time) relate only to the increase and are equal to all or part of it.
- 14.6 The licensee shall ensure that Outstanding Charges of amounts equal to or less than £200 are capable of being assigned by the licensee to a new Electricity Supplier in accordance with the Protocol.
- 14.7 The licensee may not make a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises in accordance with sub-paragraph 14.4(a) if the licensee knows or has reason to believe that the relevant Outstanding Charges are made up in their entirety of a Disputed Amount and/or a Supplier Error Amount and the operational functioning or management of the licensee's business is such that it is reasonably practicable for the licensee not to make the request in these circumstances.
- 14.8 If the licensee makes a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises in accordance with sub-paragraph 14.4(a) and the licensee subsequently becomes aware that the Outstanding Charges which are relevant to that Domestic Customer are made up in their entirety of a Disputed Amount and/or a Supplier Error Amount, the licensee must, save where the relevant Domestic Customer makes a request in Writing that it should not do so, take such steps as are necessary and within its reasonable control to facilitate the Proposed Supplier Transfer.
- 14.9 If the licensee makes a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer of a Domestic Customer, it must give a Notice to that customer as soon as reasonably practicable after making the request:
 - (a) to inform him or her:
 - (i) that it has made a request to prevent the transfer;
 - (ii) of the grounds for the request; and
 - (iii) how the customer may dispute or resolve such grounds; and

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- (b) to offer him or her advice (or to give them information on how and where advice may be obtained) concerning:
 - (i) energy efficiency;
 - (ii) debt management; and
 - (iii) alternative Domestic Supply Contracts offered by the licensee which would be available to that Domestic Customer and which may be preferable to their existing Domestic Supply Contract; and
 - (c) to inform him or her that they have 30 Working Days after they receive the Notice to pay any Outstanding Charges where the Domestic Customer notified the licensee of their intention to end the Domestic Supply Contract following Notice of a unilateral variation from the licensee under paragraph 3 of standard condition 23.
- 14.10 If sub-paragraph 14.4(c) applies and the licensee has agreed to prevent a Proposed Supplier Transfer at the Domestic Customer's request, the licensee must:
- (a) keep evidence of that request and of the reasons for it for at least 12 months after the request is made; and
 - (b) inform the proposed new Electricity Supplier:
 - (i) that the objection has been raised at the customer's request; and
 - (ii) of the reason given by the customer for making the request,
- as soon as reasonably practicable after the licensee makes the request to prevent the transfer.
- 14.11 Sub-paragraph 14.4(d) will stop having effect on and from 1 April 2008 unless, before that date, the Authority issues a direction providing that the sub-paragraph will continue to have effect for a further period of time.

Mandatory transfer blocking where a Green Deal Bill Payer is a Customer

14.11A The licensee shall make a request in accordance with the Master Registration Agreement to prevent a Proposed Supplier Transfer in relation to a Green Deal Bill Payer who is a Customer at a Premises at which the licensee is the Relevant Electricity Supplier, if the proposed new Electricity Supplier is not a Green Deal Licensee.

Definitions for condition

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

14.12 For the purposes of this condition:

“Disputed Amount” means the amount of any Charges ~~for the Supply of Electricity~~ which is the subject of a Genuine Dispute between the licensee and a ~~Domestic~~ Customer.

“Genuine Dispute” means a genuine dispute between the licensee and a ~~Domestic~~ Customer as to whether that ~~Domestic~~ Customer is liable to pay certain Charges ~~for the Supply of Electricity~~ which have been demanded of that ~~Domestic~~ Customer by the licensee.

“Supplier Error Amount” means the amount of any Charges ~~for the Supply of Electricity~~ which are not Disputed Amounts and which have accumulated as a result of an error on the part of the licensee, its equipment or its systems.

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Condition 15. Assistance for areas with high distribution costs scheme: payments to System Operator

15.1 This condition sets out the obligations of the licensee in relation to payments to be made to the System Operator for the purpose of:

- (a) providing assistance with the high costs of distributing electricity incurred by a Relevant Distributor in a Specified Area; and
- (b) raising any sums specified in a Shortfall Direction in order to recover costs arising from the application of an Energy Administration Order to a Protected Energy Company.

15.2 The payments to which paragraph 15.1 refers are payments made pursuant to:

- (a) in the case of sub-paragraph 15.1(a), the Energy Act 2004 (Assistance for Areas with High Distribution Costs) Order 2005; and
- (b) in the case of sub-paragraph 15.1(b), the provisions of Chapter 3 of Part 3 of the Energy Act 2004.

Licensee's duty to pay

15.3 In accordance with paragraph 15.1, the licensee must pay to the System Operator:

- (a) the sums resulting from the pence per kWh tariff specified in accordance with the terms set out in standard condition C21 (Assistance for areas with high distribution costs scheme: payments from authorised suppliers) (for this condition only, "standard condition C21") of the Transmission Licence; and
- (b) where applicable, such additional sums as result from any modification of those charges made pursuant to standard condition C24 (Energy administration: GBSO shortfall contribution obligations) (for this condition only, "standard condition C24") of the Transmission Licence.

15.4 Subject to paragraph 15.5, the sums to be paid by the licensee in accordance with paragraph 15.3 must be payable on a quarterly basis in each Financial Year (or such other basis as may be specified in standard condition C21 of the Transmission Licence) by:

- (a) the date indicated in each invoice received by the licensee from the System Operator requiring such payment; or
- (b) where no such date is indicated, no later than 28 days after the date of the invoice.

15.5 In the case of sums payable in accordance with sub-paragraph 15.3(b), the licensee must comply with any basis of payment different from that set out in

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paragraph 15.4 if this is required by the Shortfall Direction and has been notified to the licensee by the System Operator.

Late payment charges

- 15.6 In relation to sums required to be paid by sub-paragraph 15.3(a), the licensee must pay to the System Operator an amount representing 8% above the Base Interest Rate of any payment not made to the System Operator on the date specified pursuant to paragraph 15.4, calculated for each day after the date on which that payment should have been made, until the payment is made.
- 15.7 In relation to any sums required to be paid by sub-paragraph 15.3(b), if the licensee does not make that payment on or before the date required in accordance with paragraph 15.4 or 15.5, it must pay to the System Operator an amount representing the rate of interest applicable to any part of the amount to be raised by the System Operator that is specified in the Shortfall Direction and set out in the System Operator's notice given to the licensee under standard condition C24 of the Transmission Licence, until the payment is made.
- 15.8 Any interest payment owed under paragraph 15.6 or 15.7 must be made by the licensee as soon as possible after, and in any event no later than 28 days after, the date of the System Operator's invoice for such payment.

Definitions for condition

- 15.9 For the purposes of this condition:

Act means the Electricity Act 1989.

Base Interest Rate means, in respect of any day, the rate per annum which is equal to the base lending rate from time to time of Barclays Bank plc as at the close of business on the immediately preceding Business Day.

Business Day means any day of the week, other than a Saturday, on which banks are open for domestic business in the City of London.

Energy Administration Order has the same meaning as in section 154 of the Energy Act 2004.

Financial Year means a period of 12 months beginning on 1 April each year and ending on 31 March of the next calendar year.

Protected Energy Company has the same meaning as in section 154 of the Energy Act 2004.

Relevant Distributor has the same meaning as in section 184 of the Energy Act 2004.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Shortfall Direction has the same meaning as in standard condition C24 of the Transmission Licence.

Specified Area means the area specified in the Energy Act 2004 (Assistance for Areas with High Distribution Costs) Order 2005.

System Operator means the holder, from time to time, of a Transmission Licence.

Transmission Licence means a licence granted, or treated as granted, under section 6(1)(b) of the Act and in which Section C of the standard conditions of that licence has effect.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Conditions 16 to 19

Not used

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 19A. Financial information reporting

19A.1. The Relevant Licensee must prepare and publish on its Website a Consolidated Segmental Statement in respect of information relating to the revenues, costs and profits of its activities in the generation and supply of electricity and the supply of gas to any premises taking account of the Guidelines.

19A.2. Where applicable, the Relevant Licensee must prepare and publish the Consolidated Segmental Statement referred to in paragraph 19A.1 in conjunction with any Affiliates (the "Relevant Affiliates") which hold any or all of the following:

- (a) a supply licence granted or treated as granted under section 6(1)(d) of the Act;
- (b) a generation licence granted or treated as granted under section 6(1)(a) of the Act;
- (c) a supply licence granted or treated as granted under section 7A(1) of the Gas Act 1986 ("the 1986 Act").

19A.3. The Relevant Licensee must in conjunction with the Relevant Affiliates prepare and publish a Consolidated Segmental Statement no later than six months after the end of the Relevant Licensee's financial year.

19A.4. The Relevant Licensee may for the purpose of preparing the statement referred to in paragraph 19A.3 prepare and compile the information according to its annual accounting procedures. The Relevant Licensee must include in every such statement an explanation:

- (a) of how it defines the terms revenues, cost and profits;
- (b) of how the revenues, costs, and profits can be reconciled with its UK statutory accounts or the consolidated group accounts; and
- (c) of its transfer pricing methodology and how this relates to the revenues, costs and profit information published.

19A.5. The Relevant Licensee must ensure that all the information prepared and made public pursuant to paragraph 19A.3 is in all material respects consistent with the information prepared pursuant to paragraph 19A.4 and the information is presented with a clear and full explanation.

19A.6. The Authority shall prepare Guidelines in relation to the requirements of this condition and may modify, in whole or in part, the Guidelines following consultation with the Relevant Licensees.

19A.7. For the purposes of this condition:

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

“**Affiliate**” means any holding company or subsidiary of a holding company of the Relevant Licensee, in each case within the meaning of sections 1159 and 1160 of the Companies Act 2006.

“**Consolidated Segmental Statement**” means a statement as described in the Guidelines.

“**Guidelines**” mean the document prepared by the Authority pursuant to paragraph 19A.6 setting out the nature of the information required and the template for the presentation of the financial information.

“**Relevant Licensee**” means the holder of a supply licence granted or treated as granted under section 6(1)(d) of the Act if:

- (a) any of the its Affiliates holds a generation licence granted or treated as granted under section 6(1)(a) of the Act; and
- (b) it, together with any of its Affiliates, jointly supplies electricity to more than 50,000 customers.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Standard conditions 20 and 21:
Information for all Customers

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 20. Enquiry service and Supply Number

Licensed Distributor's Enquiry Service

- 20.1 The licensee must keep each of its Customers informed of the current postal address and telephone number of the Licensed Distributor's Enquiry Service.
- 20.2 The licensee may comply with paragraph 20.1 by:
- (a) providing each Customer whose premises is supplied with electricity under a Contract or a Deemed Contract with the information referred to in that paragraph when the licensee first begins to supply electricity to the customer's premises or, in the case of a Deemed Contract, becomes aware that it is doing so;
 - (b) providing the information referred to in that paragraph to each Customer on each Bill or statement of account sent to a Customer in relation to Charges for the Supply of Electricity or annually if the licensee has not sent such a Bill or statement of account to him; and
 - (c) providing the information referred to in that paragraph to a Customer as soon as reasonably practicable after he requests it.
- 20.3 The licensee must take all reasonable steps to inform each of its Customers of any change to the postal address or telephone number of the Licensed Distributor's Enquiry Service before the date on which the change becomes effective or as soon as reasonably practicable after that date.

Supply Number

- 20.4 The licensee must inform each of its Customers of his Supply Number:
- (a) on each Bill or statement of account sent to a Customer in relation to Charges ~~for the Supply of Electricity~~; or
 - (b) annually if the licensee has not sent such a Bill or statement of account to him.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 21. Fuel mix disclosure arrangements

- 21.1 The purpose of this condition is to require the licensee to publish specified information about:
- (a) fuel sources from which the electricity supplied by it has been generated; and
 - (b) the environmental impact of generating electricity from those fuel sources.

Licensee's duty to publish

- 21.2 The duty to publish under this condition arises where the licensee has been a supplier of electricity for the whole of any Disclosure Period.
- 21.3 Where the duty arises, the licensee must, during the period of 12 months beginning on 1 October after the end of a Disclosure Period:
- (a) provide the Data relating to that Disclosure Period to each customer to whom it sends a Bill or statement of account, by including that Data on or with at least one Bill or statement of account sent to the customer during those 12 months; and
 - (b) include the Data relating to that Disclosure Period in its Promotional Materials issued during those 12 months.

Data for publication

- 21.4 The Data are, in respect of each Disclosure Period:
- (a) the contribution, expressed as a percentage, made by each Energy Source to the Total Amount of Electricity purchased for supply by the licensee; and
 - (b) the environmental impact of the Total Amount of Electricity purchased for supply by the licensee, expressed as the quantity in grams of carbon dioxide emitted and of radioactive waste produced per kWh of electricity.
- 21.5 The Data are to be calculated consistently with paragraphs 21.10 to 21.13.

Publishing Data

- 21.6 The licensee must indicate clearly, when publishing the Data under this condition:
- (a) the Disclosure Period to which those Data relate; and

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- (b) that the Data relate to the Total Amount of Electricity purchased for supply by the licensee.
- 21.7 Each item of Data referred to in sub-paragraph 21.4(a), if it is not zero, must be rounded either to the nearest whole percentage point or, if it is less than one percent, to the nearest single decimal place.
- 21.8 The Data referred to in sub-paragraph 21.4(b) may be provided by reference to an existing source such as a web page, so long as that reference is sufficiently clear to enable the source to be easily accessed and that the purpose for which the reference is provided is stated on or with the Bill or statement of account and on the Promotional Materials.
- 21.9 During the last two months of any period of 12 months beginning on 1 October after the end of a Disclosure Period, the licensee may include in its Promotional Materials the Data relating to the most recent Disclosure Period instead of the Data referred to in paragraph 21.3.

Evidence for contributions

- 21.10 An Energy Source must be treated as having contributed to the Total Amount of Electricity purchased for supply by the licensee where, at midday on 1 July immediately after the end of a Disclosure Period, the licensee holds:
 - (a) for Renewable Energy Sources, a Guarantee of Origin relating to its generation in that period or, up to and including 1 July 2006, a Generator Declaration relating to that period and indicating a Renewable Energy Source;
 - (b) for coal, gas, a nuclear source or any Other Energy Source, a Generator Declaration relating to that period and indicating that Energy Source; and
 - (c) for electricity that is purchased by way of an electricity exchange or imported from an undertaking outside the Community, if aggregated figures are provided by that exchange or undertaking, those figures that identify the amount of electricity produced from a particular Energy Source.
- 21.11 If the licensee does not hold evidence referred to in paragraph 21.10 in respect of any part of the electricity which it has purchased for supply during the Disclosure Period, it must apportion that electricity between Energy Sources in the percentages provided for under the Fuel Mix Disclosure Data Table.
- 21.12 The licensee may only rely on a Guarantee of Origin issued outside Great Britain or on a Generator Declaration from a generator outside Great Britain if:

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

- (a) it holds evidence that the electricity referred to in the Guarantee of Origin or Generator Declaration has been supplied in Great Britain; and
- (b) that Guarantee of Origin or Generator Declaration has not been used outside Great Britain as evidence of fuel mix.

Calculating the environmental impact

21.13 The Data referred to in sub-paragraph 21.4(b) must be calculated as follows:

- (a) for carbon dioxide, by multiplying the percentage contribution of each Energy Source calculated under sub-paragraph 21.4(a) by the CO₂ emission rate for that Energy Source set out in the Fuel Mix Disclosure Data Table and then adding together the results of that calculation for all Energy Sources; and
- (b) for radioactive waste, by multiplying the percentage contribution of nuclear generation calculated under sub-paragraph 21.4(a) by the rate of radioactive waste set out in the Fuel Mix Disclosure Data Table.

Information for Authority

21.14 The licensee must give the Authority any Information that the Authority reasonably requests for the purpose of establishing whether the licensee is or has been in compliance with its obligations under this condition.

Definitions for condition

21.15 For the purposes of this condition:

Authority means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000.

Bill means an invoice or demand for payment or any other instrument of the same or similar character and purpose.

Data has the meaning given in paragraph 21.4.

Disclosure Period means each period beginning on 1 April and ending on the following 31 March.

Energy Source means the fuel used for the generation of electricity purchased for supply by the licensee, being coal, gas, a nuclear source, a Renewable Energy Source or any Other Energy Source.

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Fuel Mix Disclosure Data Table means a table published by the Department of Trade and Industry on its website, which is available by 1 August each year and is identified as being for use by suppliers for the provision of:

- (a) the adjustment factor referred to in the definition (below) of the Total Amount of Electricity;
- (b) the percentages required for the calculation of the amount of each Energy Source in the residual fuel mix for the purposes of paragraph 21.11; and
- (c) the information required about environmental impact for the purposes of paragraph 21.13.

Generator Declaration means a declaration including details of:

- (a) the name and location of the generating station;
- (b) the name of the licence holder to which the information in the declaration relates;
- (c) the Disclosure Period to which the declaration relates;
- (d) the fuel used in the generating station and, when that station uses more than one fuel, the proportion of each fuel used according to its calorific value;
- (e) the amount of electricity subject to the declaration, expressed in MWh;
- (f) a statement that the generator has neither issued Generator Declarations nor transferred Guarantees of Origin in relation to an amount of electricity that exceeds the total output of the generating station in the Disclosure Period; and
- (g) the signature of a director of the generating company (or a person of similar standing where the licence holder to which the declaration relates is not a company) to verify the facts referred to in sub-paragraphs (a) to (f).

Guarantee of Origin means a certificate issued by the Authority or by any other competent body that is recognised by the Authority under the Electricity (Guarantees of Origin of Electricity Produced from Renewable Energy Sources) Regulations 2003.

Information means information (other than information subject to legal privilege) in any form or medium and of any description specified by the Authority and includes any documents, accounts, estimates, returns, records or reports and data of any kind, whether or not prepared specifically at the request of the Authority.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Other Energy Source means an Energy Source other than coal, gas, a nuclear source or a Renewable Energy Source.

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

Renewable Energy Source means any of the following: wind power, solar power, geothermal power, wave power, tidal power, hydro power and power produced from biomass, landfill gas, sewage treatment plant gas and biogases.

Total Amount of Electricity means the sum of the figures determined by the licensee under article 6(3) of the Renewables Obligation Order 2002 and article 6(3) of the Renewables Obligation (Scotland) Order 2004 (or equivalent determinations under any amendments to those Orders or re-enactments of the renewables obligation upon revocation of those Orders) multiplied by an adjustment factor provided in the Fuel Mix Disclosure Data Table to allow for transmission and distribution losses.

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Condition 21A. Provision of the annual statement of supply to Participants of the Carbon Reduction Commitment (CRC) Energy Efficiency Scheme

21A.1 Where a Participant requests in writing for it to do so, a licensee must provide in Writing the information specified in paragraph 21A.2 within 6 weeks of the end of the Year of the Phase to which the information relates.

21A.2 The information referred to in paragraph 21A.1 is:

- (a) the amount of electricity supplied (in kWh) by the licensee to the Participant in the Year in which the request is made;
- (b) how much (in kWh), if any, of the electricity supply has been estimated by the licensee, and the period to which such an estimate relates;
- (c) the premises to which the supply was made;
- (e) the Meter Point Administration Number (MPAN) of the Electricity Meter that measured any such supply.

21A.3 The Authority may issue, and may from time to time revise, guidance regarding the interpretation of this licence condition.

21A.4 In this condition:

“**Participant**” has the same meaning as that set out in Article 3 of the CRC Energy Efficiency Scheme Order 2010 (S.I. 2010/768).

“**Phase**” has the same meaning as that set out in Articles 2 and 3 of the CRC Energy Efficiency Scheme Order 2010 (S.I. 2010/768).

“**Year**” has the same meaning as that set out in Article 3 of the CRC Energy Efficiency Scheme Order 2010 (S.I. 2010/768).

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SECTION B: STANDARD CONDITIONS
FOR DOMESTIC SUPPLIERS

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Standard conditions 22 to 24:
Regulation of Domestic Supply Contracts

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 22. Duty to offer and supply under Domestic Supply Contract

Licensee's obligations

- 22.1 If the licensee supplies electricity to Domestic Premises, it must do so under a Domestic Supply Contract or a Deemed Contract.
- 22.2 Within a reasonable period of time after receiving a request from a Domestic Customer for a supply of electricity to Domestic Premises, the licensee must offer to enter into a Domestic Supply Contract with that customer.
- 22.3 If the Domestic Customer accepts the terms of the Domestic Supply Contract offered to him under paragraph 22.2, the licensee must supply electricity in accordance with that contract.
- 22.4 A Domestic Supply Contract must:
- (a) be in Writing; and
 - (b) include all the terms and conditions for the supply of electricity, including:
 - (i) a term separately identifying the Charges for the Supply of Electricity and the charge for any other good or service to be provided; and
 - (ii) a term reflecting the provisions of standard condition 24 (Termination of Domestic Supply Contracts) in relation to the ending of the contract in the circumstances set out there.
- 22.5 If a Domestic Premises is in the part of the North of Scotland referred to in an order made by the Secretary of State under section 7B of the Act, the licensee must ensure that the Charges for the Supply of Electricity for the premises comply with that order.

Exceptions to licensee's obligations

- 22.6 The licensee is not required to comply with the obligations set out in paragraphs 22.2 or 22.3 in any of the following circumstances:
- (a) the licensee may breach regulations made under section 29 of the Act if it supplies electricity to the Domestic Premises, provided that it has taken all reasonable steps to prevent such breach from occurring;
 - (b) it is not reasonable in all the circumstances of the case for the licensee to supply electricity to the Domestic Premises, provided that, if it is already

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supplying electricity to the premises, it has given at least seven Working Days' Notice of its intention to stop doing so; or

- (c) the licensee requires the Domestic Customer to pay a Security Deposit and he does not do so, except if that deposit is in breach of any of the requirements in paragraphs 3 and 4 of standard condition 27 (Payments, Security Deposits and Disconnections).

Provision of Domestic Supply Contracts

- 22.7 If a person requests a copy of any form of Domestic Supply Contract that the licensee may offer under paragraph 22.2, the licensee must send a copy of that form of contract to that person within a reasonable period of time after receiving the request.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 23. Notification of Domestic Supply Contract terms

Notification of Principal Terms

23.1 Before it enters into a Domestic Supply Contract with a Domestic Customer, the licensee must take all reasonable steps to bring the Principal Terms of that contract to the attention of that customer.

Notification before Domestic Supply Contract ends

23.2 On or about 30 Working Days before a Domestic Supply Contract is due to end, the licensee must inform the Domestic Customer (who is party to that contract) in Writing of the Principal Terms of the Deemed Contract that will apply after the Domestic Supply Contract ends if he does not enter into a new Domestic Supply Contract.

Notification of unilateral variation

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

- (a) to increase the Charges for the Supply of Electricity to a Domestic Premises; or
- (b) in any other way that is to the significant disadvantage of the customer

the licensee must give Notice of that variation to the customer in accordance with paragraph 23.4.

23.4 The Notice referred to in paragraph 23.3 must:

- (a) be given at least 30 days in advance of the date on which the variation has effect;
- (b) inform the Domestic Customer that he may end the Domestic Supply Contract if the variation is unacceptable to him by changing his Electricity Supplier;
- (c) inform the Domestic Customer where he may obtain impartial advice and information about changing his Electricity Supplier;
- (d) inform the Domestic Customer that where he has any Outstanding Charges, his Electricity Supplier may be able to prevent a Proposed Supply Transfer; and
- (e) explain the effect of paragraph 23.6.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

- 23.5 The licensee must present the information required in paragraph 23.4 in a form that is clear and easy to understand and must place the information required in sub-paragraphs 23.4 (b) and (c) in a prominent position on the Notice.
- 23.6 The licensee must treat the variation as ineffective and neither enforce nor take advantage of it where –
- (a) the Domestic Customer notifies the licensee after he becomes aware (by any means) of the variation on or before the date on which the variation has effect that he is ending the Domestic Supply Contract by changing his Electricity Supplier; and
 - (b) no later than 15 Working Days after the Domestic Customer has notified the licensee in accordance with sub-paragraph 23.6(a), the licensee receives Notice under the Master Registration Agreement that another Electricity Supplier will begin to supply the Domestic Customer’s Domestic Premises within a reasonable period of time after the date on which that Notice has been given; or
 - (c) where:
 - (i) the conditions in sub-paragraphs 23.6(a) and (b) are met; and
 - (ii) the Domestic Customer has paid any Outstanding Charges within 30 Working Days after the Domestic Customer receives Notice that the licensee intends to prevent the Domestic Customer’s Proposed Supplier Transfer.
- 23.7 The licensee is not required to comply with paragraph 23.3 to such extent as the Authority may direct.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 24. Termination of Domestic Supply Contracts

End of ownership or occupation

- 24.1 The licensee must include a term in each Domestic Supply Contract to provide that it will end, in relation to the Domestic Premises to which it applies, by no later than:
- (a) if the Domestic Customer has notified the licensee at least two Working Days before the date on which he stops owning or occupying the premises, that date; or
 - (b) if the Domestic Customer has stopped owning or occupying the premises without giving the licensee such notification, the first to happen of the following:
 - (i) the end of the second Working Day after the customer has notified the licensee that he has stopped owning or occupying the premises; or
 - (ii) the date on which any other person begins to own or occupy the premises and takes a supply of electricity at those premises.
- 24.2 The licensee must include a term in each Domestic Supply Contract to provide that, if that contract is brought to an end in accordance with a term included in it because of paragraph 24.1, the Domestic Customer is liable for the ~~supply of electricity to the Domestic Premises~~Charges until the date on which that contract ends.

Termination Fees

- 24.3 The licensee may include a term in a Domestic Supply Contract requiring a Domestic Customer to pay a Termination Fee to end that contract except in any of the following circumstances:
- (a) the contract is of an indefinite length;
 - (b) without prejudice to sub-paragraph (a), the contract allows for both a fixed term period and a period of indefinite length and it is brought to an end during the period of indefinite length; or
 - (c) the licensee gives Notice of a unilateral variation of a term of the contract in accordance with paragraph 3 of standard condition 23 (Notification of Domestic Supply Contract terms) and sub-paragraph 6(a) of that condition binds the licensee.
- 24.4 The restrictions imposed by paragraph 24.3 will not apply to such extent as the Authority may direct.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Application of this condition

- 24.5 If a Domestic Supply Contract provides for both the supply of electricity to a premises and the provision of any other good or service, a reference in this condition to ending that contract is a reference to ending it for the supply of electricity to the premises only.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Standard conditions 25 to 30:
Domestic Customer protection

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 25. Marketing electricity to Domestic Customers

Objective and obligation to achieve it

25.1 The objective of this licence condition (the “Objective”) is to ensure that:

- (a) all information which the licensee or any Representative provides (whether in Writing, by electronic display or orally) to Domestic Customers in the course of the licensee’s Marketing Activities and/or its Telesales Activities is complete and accurate, is capable of being easily understood by Domestic Customers, does not relate to products which are inappropriate to the Domestic Customer to whom it is directed, does not mislead the Domestic Customer to whom it is directed and is otherwise fair both in terms of its content and in terms of how it is presented (with more important information being given appropriate prominence); and
- (b) the licensee’s Marketing Activities and Telesales Activities and all contact by the licensee or a Representative with, and the behaviour of the licensee and any Representative towards, a Domestic Customer in the course of the licensee’s Marketing Activities and/or Telesales Activities are conducted in a fair, transparent, appropriate and professional manner.

25.2 The licensee shall take all reasonable steps:

- (a) to secure the achievement of the Objective; and
- (b) to avoid doing anything which jeopardises its ability to achieve the Objective.

25.3 The steps which the licensee shall take to secure the achievement of the Objective in respect of its Marketing Activities shall include, without limitation, the steps which are detailed at paragraphs 25.5 to 25.16 of this licence condition.

25.4 The licensee shall:

- (a) subject to sub-paragraph 25.4(b), comply with paragraph 25.2 with immediate effect; and
- (b) comply with paragraph 25.3 with effect on and from 18 January 2010.

Selection and training

25.5 The licensee shall:

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

- (a) put in place and follow procedures which are appropriate for the selection of staff or other Representatives who are employed or engaged in roles which involve, might involve or will involve communication with Domestic Customers for the purpose of its Marketing Activities;
- (b) provide or procure appropriate training for all staff or other Representatives who communicate with Domestic Customers for the purposes of the licensee's Marketing Activities, which training should include, but not be limited to, training about the licensee's obligations insofar as they affect Domestic Customers, including its obligations under this licence condition;
- (c) take all reasonable steps to ensure that:
 - (i) a Domestic Customer may readily identify the licensee whenever that Domestic Customer is contacted by the licensee or a Representative;
 - (ii) if the Domestic Customer enters into a Domestic Supply Contract with the licensee, that Domestic Customer will readily understand that they have done so; and
 - (iii) any unsolicited contact made by the licensee or a Representative with any Domestic Customer takes place at a reasonable time.

Pre-contract obligations

25.6 Where the licensee or any Representative offers to enter into a Domestic Supply Contract with a Domestic Customer in the course of its Marketing Activities, the licensee or Representative must at the time it makes the offer and before entering into a Domestic Supply Contract with that Domestic Customer:

- (a) provide to that Domestic Customer, in Writing or by means of electronic display, an estimate of the total annual Charges [for the Supply of Electricity] which would be payable by that Domestic Customer under the Offered Domestic Supply Contract; and
- (b) where:
 - (i) the Domestic Customer is, at the time the offer is made, being supplied with electricity through a prepayment meter; or
 - (ii) the licensee or a Representative has indicated to a Domestic Customer that the Charges for the Supply of Electricity that would be payable under the Offered Domestic Supply Contract

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are lower than the Charges for the Supply of Electricity that are payable under the Domestic Supply Contract pursuant to which the relevant Domestic Customer receives its supply of electricity at the time the offer is made,

provide to that Domestic Customer, in Writing or by means of electronic display, a comparison of the Charges for the Supply of Electricity that would be payable under the Offered Domestic Supply Contract and the Charges for the Supply of Electricity that are payable under the Domestic Supply Contract pursuant to which the relevant Domestic Customer receives their supply of electricity at the time the offer is made. Where a Domestic Customer who falls within the scope of sub-paragraph 25.6(b)(i) is unable or unwilling to provide details of the Charges for Supply of Electricity that are payable under their existing Domestic Supply Contract, the licensee or Representative shall base any comparison which it is required to provide in accordance with this sub-paragraph on its best estimate of those Charges for the Supply of Electricity having regard to any relevant information that is available to the licensee or Representative at the time the comparison is prepared.

25.7 Any estimate provided in accordance with sub-paragraph 25.6(a) must:

- (a) take account of the relevant Domestic Customer's annual consumption or, where the relevant Domestic Customer's annual consumption is not known to, and cannot reasonably be ascertained by, the licensee or Representative, be based on the licensee's or Representative's best estimate of the relevant Domestic Customer's annual consumption having regard to any relevant information that is available to the licensee or representative at the time the estimate is prepared;
- (b) where it is based on an estimate of the relevant Domestic Customer's annual consumption, clearly set out, in Writing or by means of electronic display, the basis for any such estimated annual consumption; and
- (c) where the licensee or a Representative, when discussing an Offered Domestic Supply Contract with a Domestic Customer, makes any representation concerning the amount of any regular direct debit payment that is to be made in accordance with the Offered Domestic Supply Contract, include a clear explanation of how the proposed regular direct debit payment amounts have been calculated and how those amounts relate to the total annual Charges for the Supply of Electricity which the licensee or Representative estimates will be payable under the Offered Domestic Supply Contract.

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- 25.8 Any comparison of Charges for the Supply of Electricity undertaken in accordance with sub-paragraph 25.6(b) must:
- (a) be undertaken (and explained to the relevant Domestic Customer) on a like for like basis. For these purposes, this will mean that the comparison of Charges for the Supply of Electricity must be based on the same time period (which will usually be one year) and the same consumption level (whether based on the relevant Domestic Customer's actual consumption or the licensee's or Representative's best estimate of that consumption); and
 - (b) itemise clearly and explain any other relevant differences between the Offered Domestic Supply Contract and, subject to sub-paragraph 25.6(b), the relevant Domestic Customer's existing Domestic Supply Contract, including any discounts and/or differences in charges associated with different payment methods.
- 25.9 Where the licensee or a Representative provides to a Domestic Customer an estimate and/or a comparison in accordance with paragraph 25.6, the licensee or Representative must, either at the time that it provides the estimate and/or comparison or as soon as reasonably practicable thereafter, provide to the relevant Domestic Customer a Written copy of that estimate and/or comparison, as appropriate, which the Domestic Customer can retain for their records. This obligation does not apply where the Domestic Customer does not subsequently accept or enter into the Domestic Supply Contract to which the estimate and/or comparison relate(s).
- 25.10 Where a Domestic Customer to whom the licensee or any Representative has provided an estimate or a comparison in accordance with this licence condition enters into a Domestic Supply Contract with the licensee, the licensee must maintain a record of the information which it provided to that Domestic Customer concerning that Domestic Supply Contract in accordance with this licence condition for a period of 2 years.

Obligations at time of contract

- 25.11 Where the licensee enters into a Domestic Supply Contract with a Domestic Customer, the licensee or Representative shall, either at the time that the Domestic Supply Contract is entered into or as soon as reasonably practicable thereafter, provide to that Domestic Customer all the information which the licensee or Representative reasonably considers the Domestic Customer would need having regard to the Objective and the licensee's obligation to secure compliance with the same.

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25.12 The information which the licensee or Representative shall provide in accordance with paragraph 25.11 shall include but not be limited to:

- (a) a copy of the Domestic Supply Contract (which shall be consistent in all respects with the Offered Domestic Supply Contract) which the licensee and that Domestic Customer have entered into;
- (b) an explanation of what happens next now that the Domestic Customer has entered into a Domestic Supply Contract;
- (c) a reminder to that Domestic Customer to check that the product they have signed up to is appropriate for them, including details of where to find impartial advice and information;
- (d) information about any right for the Domestic Customer to cancel the Domestic Supply Contract; and
- (e) information about what the Domestic Customer can do if they have any concerns, including details of how Consumer Direct can be contacted.

Contact with Domestic Customers after Contract

25.13 The licensee must comply with the requirements of paragraphs 25.14 and 25.15 where a Domestic Supply Contract has been entered into by a Domestic Customer in the course of:

- (a) a visit to that Domestic Customer's premises by a Representative; or
- (b) a conversation, in a place to which the public have access, between a Representative and a Domestic Customer.

25.14 Where a Domestic Supply Contract is entered into in the circumstances described in paragraph 25.13, the licensee must, within a period of 14 days after entering into the Domestic Supply Contract, take all reasonable steps to contact the Domestic Customer, through a Representative of the licensee who is not engaged in activities leading to the making of Domestic Supply Contracts between the licensee and Domestic Customers, by telephone or in Writing to seek confirmation that the Domestic Customer:

- (a) understands that he or she has entered into a Domestic Supply Contract;
- (b) understands the Principal Terms of that Domestic Supply Contract;
- (c) is content to have entered into that Domestic Supply Contract;

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- (d) has received the estimate and, where appropriate, the comparison required by paragraph 25.6; ~~and~~
 - (e) is content with the information provided by the licensee and/or, as appropriate, a Representative and is otherwise content with the way in which the Marketing Activities of the licensee were conducted; [and]
 - (f) [where the licensee is a Green Deal Licensee and the Domestic Customer is a Green Deal Bill Payer, understands the licensee's obligation under paragraph 3 and 4 of standard condition 36.]
- 25.15 Where, in the course of contact as required by paragraph 25.14, the Domestic Customer indicates that he or she is not content to have entered into the Domestic Supply Contract and wishes to end it, the licensee must take all reasonable steps to ensure:
- (a) that the Domestic Supply Contract is ended; and
 - (b) where reasonably practicable, that the licensee does not begin a supply of electricity to the relevant Domestic Customer.

Management arrangements

25.16 The licensee must take all reasonable steps to establish management arrangements that facilitate the licensee's compliance with its obligations under this condition, including, as appropriate, steps to ensure that any agents and subcontractors of the licensee establish equivalent arrangements.

Definitions for condition

25.17 For the purposes of this condition:

“Marketing Activities” means any activities of the licensee, that:

- (a) take place with the simultaneous physical presence of the licensee or any Representative and a Domestic Customer; and
- (b) are directed at or incidental to identifying and communicating with Domestic Customers for the purpose of promoting the licensee's Domestic Supply Contracts to them and includes entering into such contracts with such customers.

“Objective” has the meaning given to it in paragraph 25.1 of this condition.

“Offered Domestic Supply Contract” means any offer to contract, including the terms of such offer, which the licensee or a Representative makes to a Domestic

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Customer concerning a supply of electricity to that Domestic Customer at Domestic Premises.

“**Telesales Activities**” means any activities of the licensee or any Representative that are:

- (a) conducted by telephone; and
- (b) directed at or incidental to identifying and communicating with Domestic Customers for the purpose of promoting the licensee’s Domestic Supply Contracts to them and includes entering into such contracts with such customers.

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Condition 25A. Prohibition of undue discrimination in supply

Prohibition of undue discrimination

- 25A.1 This condition applies in relation to the supply of electricity by the licensee under a Domestic Supply Contract or a Deemed Contract for the supply of electricity to Domestic Premises.
- 25A.2 Subject to paragraph 25A.3, the licensee must ensure that in supplying or offering to supply electricity, the Principal Terms on which it does so do not discriminate without objective justification between one group of Domestic Customers and any other such group. For the purposes of this condition it shall be for the Authority to decide whether there is any such objective justification.
- 25A.3 The licensee shall only be in breach of this condition if and to the extent that the nature of the discriminatory terms offered and/or their impact on any Domestic Customers is material in any respect.

Compliance with this condition

- 25A.4 This licence condition shall be interpreted and enforced in accordance with guidance issued by the Authority and until such guidance is published this licence condition shall not be enforceable.
- 25A.5 The Authority may from time to time revise the guidance referred to in paragraph 25A.4 with a view to:
- (a) removing or reducing inconsistencies between Electricity Suppliers in their interpretation and application of its provisions; and
 - (b) clarifying how the licensees' compliance with the obligations imposed by this condition will be monitored and enforced
- 25A.6 Before revising guidance under paragraph 25A.5, the Authority shall give Notice that it proposes to do so to:
- (a) Electricity Suppliers in whose licences Section B of the standard conditions is effective;
 - (b) the National Consumer Council; and
 - (c) such other persons as the Authority considers it appropriate to consult in relation to the proposal.
- 25A.7 A Notice given by the Authority under paragraph 25A.6 must:

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- (a) state that the Authority proposes to issue the revised guidance and specify the date on which it intends that this should take effect;
- (b) set out the text of the guidance and the Authority's reasons for proposing to revise it; and
- (c) specify the time (which must not be less than a period of 28 days from the date of the Notice) within which representations or objections with respect to the proposal may be made,

and the Authority must consider any representations or objections which are duly made and not withdrawn.

25A.8 The licensee is not required to comply with this condition if it supplies electricity to fewer than 50,000 Domestic Customers or such other number as may from time to time be directed by the Authority.

Termination of this Provision

25A.9 This condition will cease to have effect on 31 July 2012.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 26. Services for specific Domestic Customer groups

Customers who are of Pensionable Age, disabled or chronically sick

- 26.1 If a Domestic Customer who is of Pensionable Age, disabled or chronically sick requests it and it is appropriate and reasonably practicable for the licensee to do so, the licensee must, free of charge:
- (a) agree a password with the customer that can be used by any person acting on the licensee's behalf or on behalf of the Relevant Distributor to enable that customer to identify that person;
 - (b) send each Bill or statement of account in relation to the supply of electricity to the customer's premises to any other person that the customer nominates, if that person agrees to receive them;
 - (c) if the customer informs the licensee that no person occupying his premises is able to read the Electricity Meter there, arrange to read that meter at least once each quarter and inform the customer of that reading; and
 - (d) if Charges ~~for the Supply of Electricity~~ are recovered through a prepayment meter and the customer cannot readily make payments through that meter because of infirmity, arrange to move that meter so that the customer can access it.

Blind, partially sighted, deaf or hearing-impaired customers

- 26.2 When asked to do so by, or by someone acting on behalf of, a blind or partially sighted Domestic Customer, the licensee must, by means that are readily accessible to such customers, provide information free of charge about any Bill or statement of account relating to the supply of electricity or any other service provided to the customer by the licensee.
- 26.3 The licensee must provide facilities, free of charge, which enable any Domestic Customer who:
- (a) is blind or partially sighted; or
 - (b) is deaf or hearing-impaired and in possession of appropriate equipment,
- to ask or complain about any Bill or statement of account relating to the supply of electricity or any other service provided to that customer by the licensee.

Duty to establish Priority Services Register

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

- 26.4 The licensee must establish and maintain a Priority Services Register which lists all of the licensee's Domestic Customers who:
- (a) are of Pensionable Age, disabled or chronically sick; and
 - (b) have either:
 - (i) asked in person for their name to be added to the Priority Services Register; or
 - (ii) had a person ask on their behalf for their name to be added to it.
- 26.5 When a Domestic Customer's name is added to the Priority Services Register, that customer must be given, free of charge, advice and information on the services that are available to him under paragraphs 26.1 to 26.3 because of his age, disability or chronic sickness.
- 26.6 At least once each year, the licensee must take all reasonable steps to inform each of its Domestic Customers that the Priority Services Register exists and of how Domestic Customers who are of Pensionable Age, disabled or chronically sick may become listed on it.

Information to Relevant Distributor

- 26.7 The licensee must give the Relevant Distributor the following information insofar as it is relevant to the performance of that distributor's obligations under the Distribution Licence:
- (a) details relating to any person who has agreed a password with the licensee, including what that password is; and
 - (b) details relating to any person who the licensee knows or has reason to believe requires advance notice of any interruption to the supply of electricity to his premises because of his chronic sickness or disability.

Provision of information

- 26.8 The licensee must:
- (a) prepare a statement that sets out, in plain and intelligible language, its obligations under this condition;
 - (b) publish that statement on and make it readily accessible from its Website (if it has one);
 - (c) take all reasonable steps to inform each of its Domestic Customers, at least once each year, of that statement and how to obtain it; and

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- (d) give a copy of the statement on request and free of charge to any person.

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Condition 27. Payments, Security Deposits and Disconnections

Payment methods under Domestic Supply Contract

- 27.1 Where the licensee offers to supply electricity to a Domestic Customer under a Domestic Supply Contract under paragraph 2 of standard condition 22 (Duty to offer and supply under Domestic Supply Contract), it must offer the customer a wide choice of payment methods for paying Charges ~~for the Supply of Electricity~~ and those methods must include (in each case, for the duration of the contract):
- (a) payment by cash:
 - (i) to a person and at a place that is reasonable in all the circumstances of the case; and
 - (ii) fortnightly or more regularly; and
 - (b) payment in advance through a prepayment meter.
- 27.2 The licensee is not required to comply with paragraph 27.1:
- (a) if a Domestic Customer asks to use a particular payment method for paying Charges ~~for the Supply of Electricity~~ and the licensee offers that method to him; or
 - (b) if it supplies electricity to fewer than 50,000 Domestic Customers or such other number as may from time to time be directed by the Authority.
- 27.2A Any difference in terms and conditions as between payment methods for paying Charges ~~for the Supply of Electricity~~ shall reflect the costs to the supplier of the different payment methods.
- 27.2B In this condition, “terms” means all terms on which a supply of electricity is offered or provided, including terms as to price, which significantly affect the evaluation of that supply.

Security Deposits

- 27.3 A licensee must not require a Domestic Customer to pay a Security Deposit in relation to the ~~supply of electricity to his premises~~Charges:
- (a) if that customer agrees that the premises may be supplied through a prepayment meter and it is safe and reasonably practicable in all the circumstances of the case for the premises to be so supplied; or
 - (b) if it is unreasonable in all the circumstances of the case to require that customer to pay a Security Deposit.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

27.4 A Security Deposit must not exceed a reasonable amount.

Customers in payment difficulty

27.5 The licensee must offer each of the services set out in paragraph 27.6 when it becomes aware or has reason to believe that a Domestic Customer is having or will have difficulty paying all or part of the Charges ~~for the Supply of Electricity~~.

27.6 The services referred to in paragraph 27.5 are:

- (a) the facility for a Domestic Customer to pay Charges ~~for the Supply of Electricity~~:
 - (i) by using, where available, a means by which payments may be deducted at source from a social security benefit received by that customer¹;
 - (ii) by regular instalments calculated in accordance with paragraph 27.8 and paid through a means other than a prepayment meter; and
 - (iii) by using a prepayment meter, where it is safe and reasonably practicable in all the circumstances of the case for the Domestic Customer to do so and where any instalments to be paid are calculated in accordance with paragraph 27.8; and
- (b) the provision of information about how the Domestic Customer could reduce the Charges for the Supply of Electricity that he must pay by using the electricity supplied to his premises more efficiently.

27.7 If a Domestic Customer, having agreed to make payments for Charges ~~for the Supply of Electricity~~ using the service referred to in sub-paragraph 27.6(a)(i), is no longer in receipt of social security benefits from which payments can be deducted at source, the licensee must offer the services referred to in sub-paragraph 27.6(a)(ii) and 27.6(a)(iii).

27.8 The licensee must take all reasonable steps to ascertain the Domestic Customer's ability to pay and must take this into account when calculating instalments, giving due consideration to:

- (a) relevant information provided by third parties, where it is available to the licensee; ~~and~~

¹ DECC is currently discussing with the Department of Work and Pensions whether the Green Deal Payment can be collected through Fuel Direct.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

(b) where instalments will be paid using a prepayment meter, the value of all of the charges that are to be recovered through that meter; and

(c) the value of any Green Deal Payments required to be made by the Customer.

Disconnection for unpaid charges

- 27.9 The licensee must not Disconnect a Domestic Premises at which the Domestic Customer has not paid Charges ~~for the Supply of Electricity~~ unless it has first taken all reasonable steps to recover those charges by means of the service referred to in sub-paragraph 27.6(a)(iii).
- 27.10 The licensee must not Disconnect, in Winter, a Domestic Premises at which the Domestic Customer has not paid Charges ~~for the Supply of Electricity~~ if it knows or has reason to believe that the customer is of Pensionable Age and lives alone or lives only with persons who are of Pensionable Age or under the age of 18.
- 27.11 The licensee must take all reasonable steps to avoid Disconnecting, in Winter, a Domestic Premises at which the Domestic Customer has not paid Charges ~~for the Supply of Electricity~~ if the occupants of the premises include a person who is of Pensionable Age, disabled or chronically sick and to whom paragraph 27.10 does not apply.
- 27.11A The licensee shall, before it exercises any right it may have to Disconnect a Domestic Premises, take all reasonable steps to ascertain whether:
- (i) the relevant Domestic Customer falls within the scope of SLC 27.10; or
 - (ii) the restriction on its right to disconnect in accordance with SLC 27.11 applies.

Provision of information

- 27.12 The licensee must:
- (a) prepare a statement that sets out, in plain and intelligible language, its obligations under paragraphs 27.5 to 27.11;
 - (b) publish that statement on and make it readily accessible from its Website (if it has one);
 - (c) take all reasonable steps to inform each of its Domestic Customers, at least once each year, of that statement and how to obtain it; and
 - (d) give a copy of that statement on request and free of charge to any person.

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- 27.13 Paragraphs 14, 15 and 16 apply where a Domestic Customer pays the Charges ~~for the Supply of Electricity which are payable under its Domestic Supply Contract~~ by way of regular direct debit payments of a fixed amount (which amount may be varied from time to time in accordance with the relevant Domestic Supply Contract or, as the case may be, the relevant Green Deal Plan).
- 27.14 The licensee must provide to each such Domestic Customer an explanation in clear, plain and intelligible language of the basis upon which a fixed amount (and any variation of that fixed amount) has been determined.
- 27.15 Save where a clear and express Principal Term of the relevant Domestic Supply Contract provide otherwise, the licensee must take all reasonable steps to ensure that the fixed amount of the regular direct debit payment is based on the best and most current information available (or which reasonably ought to be available) to the licensee, including information as to the quantity of electricity which the licensee reasonably estimates has been or will be supplied under the relevant Domestic Supply Contract.
- 27.16 Where any Credit has accumulated under a Domestic Supply Contract and the relevant Domestic Customer requests that the licensee do so, the licensee must, save where it is fair and reasonable in all the circumstances for the licensee not to do so, refund, in a timely manner any Credit which has accumulated under that Domestic Supply Contract to the relevant Domestic Customer. Where the licensee considers that it is fair and reasonable in all the circumstances for it not to refund any Credit which has accumulated under a Domestic Supply Contract in accordance with this provision, it must inform the relevant Domestic Customer of its view and of the reasons for holding that view.

In this condition, “**Credit**” means the amount by which the payments made by a Domestic Customer to the licensee under or in accordance with the relevant Domestic Supply Contract exceeds the total amount of Charges ~~for the Supply of Electricity~~ which is due and payable by that Domestic Customer to the licensee under that Domestic Supply Contract.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 28. Prepayment meters

Information about prepayment meters

- 28.1 If the licensee offers to enable a Domestic Customer to pay or a Domestic Customer asks to pay Charges ~~for the Supply of Electricity~~ through a prepayment meter, the licensee must provide appropriate information to that customer about:
- (a) the advantages and disadvantages of a prepayment meter;
 - (b) where he may obtain information or assistance if:
 - (i) the prepayment meter is not operating effectively; or
 - (ii) any device used to allow the Charges ~~for the Supply of Electricity~~ to be paid through the prepayment meter is not operating effectively; and
 - (c) the procedures that the licensee will follow when removing or resetting the prepayment meter, including the timescale and any conditions for removing or resetting it.

Resetting of prepayment meters

- 28.2 Where a Domestic Customer pays Charges ~~for the Supply of Electricity~~ through a prepayment meter, the licensee must take all reasonable steps to ensure that the meter is reset within a reasonable period of time:
- (a) after 1 August 2007, if any change has been made to Charges ~~for the Supply of Electricity~~ before that date and the meter has not been reset;
 - (b) after any change is made on or after that date to Charges ~~for the Supply of Electricity~~; or
 - (c) if payments are being made by instalments using the meter:
 - (i) after any change is made to the amount due in instalments; or
 - (ii) after instalments are no longer required.

Provision of information

- 28.3 The licensee must:
- (a) prepare a statement that sets out, in plain and intelligible language, its obligations under this condition and includes the information referred to in paragraph 28.1;

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

- (b) publish that statement on and make it readily accessible from its Website (if it has one);
- (c) take all reasonable steps to inform each of its Domestic Customers who pay Charges ~~for the Supply of Electricity~~ through a prepayment meter, at least once each year, of the statement and how to obtain it; and
- (d) give a copy of the statement on request and free of charge to any person.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Conditions 29 to 30

Not used

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Standard conditions 31 and 32:
Domestic Customer information

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 31. General information for Domestic Customers

Information about Consumer Direct

31.1 The licensee must inform each of its Domestic Customers:

- (a) that Consumer Direct can assist in providing information and advice to Domestic Customers; and
- (b) how to contact the Consumer Council,

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

Information about efficient use of electricity

31.2 The licensee must maintain:

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

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

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

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 31A. Information about electricity consumption patterns

31.A.1 The licensee must provide the information contained in –

- (a) paragraph 31.A.2 on every Bill or statement of account sent to a Domestic Customer; and
- (b) sub-paragraph 31.A.2(b) and (c) where there is an increase to the Charges for the Supply of Electricity, to every Domestic Customer who does not receive a Bill or statement of account at least once in every three months, within 65 Working Days of the date of the Notice of each increase.

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

- (a) subject to paragraph 31.A.3, a comparison of the Domestic Customer's electricity consumption for the period covered by the Bill or statement of account, with the Domestic Customer's electricity consumption for the corresponding period in the previous year (for the purposes of this condition, the "corresponding period");
- (b) the Domestic Customer's Exact Tariff Name;
- (c) except where a Domestic Customer has held their Domestic Supply Contract for less than 12 months –
 - (i) the quantity of electricity supplied to the Domestic Customer's Domestic Premises during the previous 12 months; and
 - (ii) an illustrative projection of the cost in pounds sterling of the quantity of electricity supplied to the Domestic Customer's Domestic Premises for the forthcoming 12 months assuming those premises are supplied with the same quantity of electricity as during the previous 12 months.

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

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

31.A.4 The licensee must provide the following information to every Domestic Customer once in every 12 month period –

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

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

- (b) except where the Domestic Customer has held their Domestic Supply Contract for less than 12 months –
 - (i) the quantity of electricity supplied to the Domestic Customer’s Domestic Premises during the previous 12 months;
 - (ii) an illustrative projection of the cost in pounds sterling of the quantity of electricity supplied to the Domestic Customer’s Domestic Premises for the forthcoming 12 months assuming those premises are supplied with the same quantity of electricity as during the previous 12 months;
- (c) details of any premium or discount that applies to the Domestic Customer’s tariff as compared to the Electricity Supplier’s standard tariff where payment is by direct debit;
- (d) details of the Relevant Principle Terms of the Domestic Customer’s Domestic Supply Contract;
- (e) a reminder in a prominent position that the Domestic Customer may change their Electricity Supplier; ~~and~~
- (f) information about where the Domestic Customer may obtain impartial advice and information about changing their Electricity Supplier; and
- (g) where the licensee is a Green Deal licensee, the information in paragraph 5 of standard condition 37.

31.A.5 The licensee must:

- (a) present the information in a form that is clear and easy to understand which does not mislead the Domestic Customer to whom it is directed and is otherwise fair both in terms of its content and in terms of how it is presented;
- (b) when providing information about the quantity of electricity supplied or to be supplied in accordance with paragraph 31.A.2 or 4, include details of any time of use tariffs which may apply to the Domestic Supply Contract;
- (c) make it clear on the Bill, statement of account or Notice whether any estimates of the Domestic Customer’s electricity consumption have been used in producing the information; and
- (d) when providing an illustrative projection of costs under paragraphs 31.A.2 or 4, set out the Charges for the Supply of Electricity that have been used.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

31.A.6 The licensee must send the first Annual Statement on or before 31 December 2010 to every existing Domestic Customer who has held their Domestic Supply Contract with the licensee for at least 12 months on 1 April 2010.

31.A.7 For the purposes of this condition:

“Annual Statement” means the information to be provided by the licensee to a Domestic Customer in accordance with standard condition 31A.4.

“Exact Tariff Name” means the full and exact name of the tariff that is used to calculate Charges for the Supply of Electricity under the relevant Domestic Supply Contract.

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

- (a) Charges for the Supply of Electricity;
- (b) The duration of the Contract or Deemed Contract;
- (c) The rights to end the Contract (including any obligation to pay a Termination Fee) or the circumstance in which a Deemed Contract will end; and
- (d) Any other terms that may reasonably be considered to significantly affect the evaluation by the Customer whether to change their Electricity Supplier.

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Condition 32. Reporting on performance

- 32.1 The licensee must provide the Authority and the Consumer Council with information specified by the Authority relating to matters that it reasonably considers are relevant to the licensee's dealings with its Domestic Customers.
- 32.2 The information referred to in paragraph 32.1 may, in particular, include information about:
- (a) the number of the licensee's Domestic Customers using each method of payment for Charges ~~for the Supply of Electricity~~;
 - (b) failures by the licensee's Domestic Customers to pay Charges ~~for the Supply of Electricity~~ by the date on which the payment was due;
 - (c) Disconnections carried out by the licensee;
 - (d) the provision by the licensee of energy efficiency information; and
 - (e) the services offered by the licensee to Domestic Customers on its Priority Services Register and the number of Domestic Customers who are listed on that register.
- 32.3 The information provided by the licensee under paragraph 32.1 must be in the form of a statistical record having such content and being presented in such a format and at such intervals of time as the Authority may from time to time direct following consultation with the licensee and the Consumer Council.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

**Standard conditions 33 to 34:
Feed-in tariff arrangements**

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 33. Feed-in Tariffs

Application of Schedule A

- 33.1. Where the licensee is a Mandatory FIT Licensee, it shall comply with the provisions of Part 1 of Schedule A with effect on and after 1st April 2010.
- 33.2. Where the licensee is a Voluntary FIT Licensee, it shall comply with the provisions of Part 2 of Schedule A with effect on and after 1st April 2010.
- 33.3. The licensee shall comply with Part 3 of Schedule A (FIT obligations applicable to all licensees) with effect on and after 1st April 2010.

FIT Payments by the Licensee to FIT Generators

- 33.4. Where the licensee is either a Mandatory FIT Licensee or a Voluntary FIT Licensee, it shall make FIT Payments to FIT Generators or Nominated Recipients in accordance with the provisions of Schedule A.

Compliance and Sanctions

- 33.5. The provisions of this Section C and Schedule A to Standard Condition 33 of this licence are “relevant conditions” for the purposes of section 25(8) of the Act and a non-complying licensee shall be subject to the enforcement powers of the Gas and Electricity Markets Authority under the Act.

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Condition 34: Implementation of Feed-in Tariffs

- 34.1. The licensee shall take such steps and do such things as are within its power in relation to any consequential amendments to the Codes as are or may be necessary or appropriate in order to give full and timely effect to the modifications to this Licence made by the Secretary of State pursuant to section 41(1) of the Energy Act 2008.
- 34.2. The licensee shall cooperate with all other Electricity Suppliers, and such other persons as the Authority may determine, to contribute to the full and timely implementation of feed-in tariffs.
- 34.3. If the licensee becomes aware of any conflict between its compliance with the provisions of Standard Condition 33 and Schedule A and its compliance with any other condition of this licence or any Code, document or agreement to which the licensee is obliged to be or become a party pursuant to this licence, the licensee shall forthwith give written notice of such conflict to the Authority and shall comply with any direction of the Authority in relation to the same, which direction may only be made following consultation with the licensee and such persons as the Authority deems appropriate.

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SCHEDULE A TO STANDARD CONDITION 33 OF THE ELECTRICITY SUPPLY LICENCE

DEFINITIONS AND INTERPRETATION

“Accredited FIT Installation”	means an Eligible Installation which the Authority has both determined is suitable for participation in the Scheme and entered onto the Central FIT Register in accordance with the FIT Order;
“Affiliate”	means in relation to an Electricity Supplier any holding company or subsidiary or subsidiary undertaking of a holding company of the licensee in each case within the meaning of the Companies Act 2006;
“Cancellation of Export Payment Opt Out Notification”	means a notice in writing from a FIT Generator to a FIT Licensee in terms of which the FIT Generator elects to resume receipt of Export Payments from a date specified therein;
“Central FIT Register”	means the register kept and maintained by the Authority for the purpose of recording details of FIT Generators, Accredited FIT Installations and other such matters relating to the Scheme;
“Commissioned”	means, in relation to an Eligible Installation, the completion of such procedures and tests as constitute, at the time they are undertaken, the usual industry standards and practices for commissioning that type of Eligible Installation in order to demonstrate it is capable of operation;
“Complaints Procedure”	means the procedure available to a FIT Generator in the event it has a complaint about any action taken by a FIT Licensee in relation to this Scheme;
“Confirmation Date”	means the date on which the FIT Generator is entered onto the Central FIT Register by the Authority, such that its Eligible Installation becomes an Accredited FIT Installation;

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- “Declared Net Capacity”** means the maximum capacity at which the installation can be operated for a sustained period without causing damage to it (assuming the source of power used by it to generate electricity was available to it without interruption) less the amount of electricity that is consumed by the plant;
- “Deemed Export”** means Export from an Accredited FIT Installation which may be deemed to be a percentage of the equivalent Generation Meter Reading from the same Accredited FIT Installation and period, in the event it is not possible or practical to measure it by way of Export Meter Readings, to be determined in accordance with the methodology determined by the Secretary of State as set out in the FIT Order;
- “Deemed Export Reading”** means the data by reference to which the FIT Licensee may calculate the Export Payment as regards the Deemed Export of an Accredited FIT Installation;
- “EA08”** means the Energy Act 2008;
- “Eligibility Date”** means the date as regards a particular Eligible Installation from which eligibility for FIT Payments commences which shall be the later of the date:
- (a) as applicable, of
 - (i) receipt by the Authority of a FIT Generator’s written request for ROO-FIT Accreditation in a form acceptable to the Authority; or
 - (ii) receipt by a FIT Licensee of a FIT Generator’s written request for MCS-certified Registration;
 - (b) on which the Eligible Installation is Commissioned; or
 - (c) of Implementation;

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- “Eligibility Period”** means the maximum period during which a FIT Generator can receive FIT Payments for a particular Eligible Installation, as set out in the table at Annex 1;
- “Eligible Installation”** means, on a Site, any Plant Owned by a FIT Generator capable of producing Small-scale Low-carbon Generation from the same type of Eligible Low-carbon Energy Source, the Total Installed Capacity of which does not exceed the Specified Maximum Capacity;
- “Eligible Low-carbon Energy Source”** means the following sources of energy or technology:
- (a) anaerobic digestion, as defined in the ROO;
 - (b) hydro generating station, as defined in the ROO;
 - (c) combined heat and power with an electrical capacity of 2kW or less;
 - (d) solar photovoltaic;
 - (e) wind,
- which may be amended from time to time by the Secretary of State insofar as the scope remains consistent with the sources of energy and technologies identified in s.41(5) EA08;
- “Export”** means the flow of electricity at any instant in time from an Eligible Installation onto a distribution system or transmission system and, if the FIT Licensee so elects, accounted for in settlement in accordance with the BSC, and Export used as a verb shall be construed accordingly;
- “Export Meter”** means a meter which measures the quantity of Export which, if registered pursuant to the BSC, such registration is to be the responsibility of the FIT Licensee;
- “Export Meter Reading”** means the measure by an Export Meter of the amount of Export;

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“Export Payment”	means the sum paid to the FIT Generator or Nominated Recipient, as applicable, by a FIT Licensee, for FIT Export in any period, calculated by reference to the Export Tariff and Export Meter Reading or Deemed Export Reading;
“Export Payment Opt Out Notification”	means a notice in writing from a FIT Generator to a FIT Licensee in terms of which the FIT Generator opts out of receiving Export Payments from a date specified therein;
“Export Tariff”	means the payment rate per kilowatt hour for FIT Export from an Accredited FIT Installation as set out in the FIT Payment Rate Table at Annex 2;
“Extension”	means a modification to an Accredited FIT Installation to increase its Total Installed Capacity from the same Eligible Low-carbon Energy Source, and Extend as a verb shall be construed accordingly;
“FIT Export”	means Export or Deemed Export from an Accredited FIT Installation in relation to which a FIT Generator has requested to receive Export Payments in accordance with Part 1, clause 7.1;
“FIT Generator”	means the Owner, identified as such in the Central FIT Register, of an Eligible Installation used or intended to be used for Small-scale Low-carbon Generation, whether or not that person is also operating or intending to operate the Eligible Installation;
“FIT Licensee”	means the collective term for Mandatory FIT Licensees and Voluntary FIT Licensees;
“FIT Notification”	means the notification to be submitted to the Authority by the licensee on or before 14 February in each year to confirm whether the licensee is: (a) a Mandatory FIT Licensee; or (b) a Voluntary FIT Licensee; or

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(c) neither a Mandatory FIT Licensee nor a Voluntary FIT,

by reference to its status as at 31 December of the previous calendar year.

In FIT Year 1, the FIT Notification must be submitted on or before 30 June 2010 by reference to a licensee's status as at Implementation;

- “FIT Order”** means an order made in accordance with sections 43(3) and 41(1) EA08;
- “FIT Payments”** means, as applicable, the Generation Payments and/or Export Payments;
- “FIT Scheme”** means the scheme for feed-in tariffs introduced in accordance with sections 41 to 43 EA08, as set out in Standard Condition 33 of the Electricity Supply Licence, this Schedule A, Parts 1 to 3 and Annexes 1 and 2;
- “FIT Year”** means the year commencing on 1st April and ending on 31st March numbered sequentially from FIT Year 1 (being 1st April 2010 to 31st March 2011) to FIT Year 11;
- “Generation Meter”** means a meter which measures the quantity of electricity generated by an Accredited FIT Installation, for which the FIT Generator is responsible;
- “Generation Payment”** means the sum paid to the FIT Generator or Nominated Recipient, as applicable, by a FIT Licensee, for the electricity generated by Accredited FIT Installations in any period, calculated by reference to the Generation Tariff and Generation Meter Readings;
- “Generation Meter Reading”** means the measure by a Generation Meter of the gross amount of electricity generated by an Accredited FIT Installation;
- “Generation Tariff”** means the payment rate per kilowatt hour of electricity generated by an Accredited FIT Installation as set out in the FIT Payment Rate Table at Annex 2;

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“Implementation”	means the date on which the FIT Scheme becomes operational;
“Insolvency Event”	to be interpreted in accordance with paragraphs 1(f)-(g), 2 and 3 of Schedule 2 on Revocation of the Electricity Supply Licence;
“Levelisation Payment”	means the payment required to be made by a FIT Licensee to the Authority or by the Authority to the FIT Licensee, in accordance with the Levelisation Process as determined in the FIT Order;
“Levelisation Process”	means the process by which the total cost of the FIT Scheme is allocated between Electricity Suppliers in proportion to the size of their share in the electricity supply market of Great Britain, as determined in accordance with the FIT Order;
“Mandatory FIT Licensee”	means an Electricity Supplier which either: <ul style="list-style-type: none">(a) supplies electricity to at least 50,000 domestic customers; or(b) together with its Affiliates jointly supplies electricity to at least 50,000 domestic customers, as at 31 December before the start of each FIT Year; and effective on and from the 1 April of the current FIT Year;
“MCS-certified Installation”	means an Eligible Installation using an MCS-FIT Technology which has been recognised by MCS or equivalent as satisfying relevant equipment and installation standards;
“MCS-certified Registration”	means the process whereby an Eligible Installation confirmed as an MCS-certified Installation is entered onto the Central FIT Register by the Authority;
“MCS or equivalent”	means the Microgeneration Certification Scheme or equivalent schemes accredited under EN 45011, which certify microgeneration products and installers in accordance with consistent standards;

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**“MCS-FIT
Technology**

means the following Eligible Low-carbon Energy Sources for which MCS-certified Registration is required:

- (a) solar photovoltaic with a capacity of 50kW or less;
- (b) wind with a capacity of 50kW or less;
- (c) hydro generating station with a capacity of 50kW or less;
- (d) combined heat and power with an electrical capacity of 2kW or less;

which may be amended from time to time by the Secretary of State insofar as the scope remains consistent with s.41(5) EA08;

**“Metering
Legislation”**

means:

- (a) Schedule 7 to the Electricity Act 1989;
- (b) The Meters (Approval of Pattern or Construction and Manner of Installation) Regulations 1998, SI/1565;
- (c) The Meters (Certification) Regulations 1998, SI/1566;
- (d) The Electricity (Approval of Pattern or Construction and Installation and Certification) (Amendment) Regulations 2002, SI/3129 ;
- (e) The Measuring Instruments (EC Requirements) (Electrical Energy Meters) Regulations 1995, SI/2607;
- (f) The Measuring Instruments (EC Requirements) (Electrical Energy Meters) (Amendment) Regulations 2002, SI/3082;
- (g) The Measuring Instruments (Active Electrical Energy Meters) Regulations 2006, SI/1679;

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“Migrated ROO Generator”	means a generator whose generation installation was accredited under the ROO as at Implementation and who notifies the Authority, or, as the case may be, a FIT Licensee, of their intention to participate in the FIT Scheme and whose Eligible Installation is subsequently accredited by the Authority in accordance with the FIT Order;
“Nominated Recipient”	means a person appointed by a FIT Generator to receive FIT Payments in respect of an Accredited FIT Installation owned by that FIT Generator and recorded as such on the Central FIT Register;
“Owner”	means, in relation to any Plant which is the subject of a hire purchase agreement, a conditional sale agreement or any agreement of a similar nature, the person in possession of the Plant under that agreement, and in all other contexts it shall bear its ordinary meaning, Owned as a verb shall be construed accordingly;
“Part 1”	means Part 1 of Schedule A to Standard Condition 33 of the Electricity Supply Licence;
“Part 2”	means Part 2 of Schedule A to Standard Condition 33 of the Electricity Supply Licence;
“Part 3”	means Part 3 of Schedule A to Standard Condition 33 of the Electricity Supply Licence;
“Plant”	means any equipment, apparatus or appliance;
“Principal FIT Licensee Terms”	means the principal terms, to be included in the Statement of FIT Terms, which relate to the obligations which a FIT Generator must satisfy in order to receive FIT Payments from a FIT Licensee;
“Principal Generator Terms”	means the principal terms, to be included in the Statement of FIT Terms, which relate both to FIT Payments and the protection of FIT Generators;

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- “Reduction”** means a modification to an Eligible Installation to decrease its Total Installed Capacity from the same Eligible Low-carbon Energy Source, and Reduce as a verb shall be construed accordingly;
- “ROO”** means collectively the Renewables Obligation Order 2009 and Renewables Obligation (Scotland) Order 2009 (or equivalent determinations under any amendments to those Orders or re-enactments of the renewables obligation upon revocation of those Orders);
- “ROO-FIT Accreditation”** means the process of accreditation pursuant to the FIT Order to be undertaken in respect of an Eligible Installation not using an MCS-FIT Technology;
- “Site”** means the premises to which are attached one or more Accredited FIT Installations or Eligible Installations in close geographical proximity to each other, to be determined as required by the Authority by reference to:
- (a) the relevant Meter Point Administration Number for electricity supply;
 - (b) street address;
 - (c) OS grid reference;
- and any other factors which the Authority at its discretion views as relevant;
- “Small-scale Low-carbon Generation”** means the use, for the generation of electricity, of any Plant:
- (a) which, in generating electricity, relies wholly or mainly on an Eligible Low-carbon Energy Source; and
 - (b) the Total Installed Capacity of which does not exceed the Specified Maximum Capacity;

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“Specified Maximum Capacity”	means the maximum capacity specified in the FIT Order;
“Statement of FIT Terms”	means the statement of terms and conditions agreed between the FIT Licensee and FIT Generator in relation to participation in the Scheme;
“Switching”	means the process involved when a FIT Generator elects to change its FIT Licensee, and Switch used as a verb shall be construed accordingly;
“Tariff Code”	means a code allocated to each Accredited FIT Installation identifying the: (a) FIT Year in which the Eligibility Date falls; (b) Eligible Low-carbon Energy Source; and (c) other characteristics relevant to the Accredited FIT Installation;
“Total Installed Capacity”	means the maximum capacity at which an Eligible Installation could be operated for a sustained period without causing damage to it (assuming the Eligible Low-carbon Energy Source was available to it without interruption), a declaration of which is submitted as part of the processes of ROO-FIT Accreditation and MCS-certified Registration;
“Transfer Date”	Means the date upon which a FIT Generator is deemed to have Switched in relation to an Accredited FIT Installation;
“Voluntary FIT Licensee”	means a licensee which is not a Mandatory FIT Licensee but which voluntarily elects to participate in making FIT Payments under the Scheme.

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PART 1 - MANDATORY FIT LICENSEES

A BASIC PRINCIPLES

1. Application of Part 1

- 1.1 This Part 1 shall apply where the licensee is a Mandatory FIT Licensee.
- 1.2 A Mandatory FIT Licensee is required to publish its status as a Mandatory FIT Licensee such that this information is easily accessible to the public.

2. To whom obligation is owed

- 2.1 The Mandatory FIT Licensee shall, subject to the terms of this Scheme, be obliged to accept a request for FIT Payments from a FIT Generator as regards an Accredited FIT Installation:

- 2.1.1 which occupies a Site in relation to which that Mandatory FIT Licensee is the Relevant Electricity Supplier and as regards which the FIT Generator is also a Customer of that Mandatory FIT Licensee at that Site; or

- 2.1.2 which occupies a Site in relation to which that Mandatory FIT Licensee is not the Relevant Electricity Supplier and as regards which the FIT Generator is a Customer of an Electricity Supplier which is not itself a Mandatory FIT Licensee; or

- 2.1.3 which occupies a Site which does not receive a supply of electricity from any Electricity Supplier,

recognising that a FIT Generator is not required necessarily to approach its Relevant Electricity Supplier in order to secure FIT Payment from a FIT Licensee under the Scheme.

3. Payment of FIT

- 3.1 The Mandatory FIT Licensee shall be obliged to make FIT Payments as regards an Accredited FIT Installation only in the event the following conditions are satisfied:

- 3.1.1 The Mandatory FIT Licensee is satisfied that the FIT Generator is not registered on the Central FIT Register as being in receipt of FIT Payments from another FIT Licensee as regards that Accredited FIT Installation;

- 3.1.2 the Mandatory FIT Licensee must have access to or have received from the FIT Generator or Nominated Recipient the Generation Meter Readings, Export Meter Readings or Deemed Export Readings required, as applicable, in order to calculate the FIT

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Payments and the meters from which such readings are taken must comply with the provisions of the Metering Legislation;

- 3.1.3 the FIT Generator must not also be registered to benefit from the ROO as regards the Accredited FIT Installation in relation to which it is seeking FIT Payments; and
 - 3.1.4 the FIT Generator must have agreed a Statement of FIT Terms with the Mandatory FIT Licensee.
- 3.2 In the event Part 1, clause 3.1 is satisfied, the Mandatory FIT Licensee shall be required as regards making FIT Payments to:
- 3.2.1 calculate FIT Payments as accruing from the Eligibility Date of an Eligible Installation or from the Transfer Date, as applicable;
 - 3.2.2 commence FIT Payments to the FIT Generator or Nominated Recipient from the next payment cycle occurring after the later of the:
 - (a) Confirmation Date; or
 - (b) date on which the Statement of Terms is agreed between the FIT Generator and Mandatory FIT Licensee,which shall include FIT Payments which may have accrued since the Eligibility Date, such retrospective accrual to be limited as regards a Migrated ROO Generator to a period of no more than 6 months between its Eligibility Date and Confirmation Date;
 - 3.2.3 ensure such FIT Payment is attributable to a period within the Eligibility Period of the Accredited FIT Installation;
 - 3.2.4 ensure a process is implemented to regulate how data from FIT Generators as regards Generation Meter Readings, Export Meter Readings and Deemed Export Readings, as applicable, is to be provided and managed and communicate this to FIT Generators;
 - 3.2.5 make FIT Payments no less than quarterly, except insofar as otherwise agreed in the Statement of FIT Terms;
 - 3.2.6 take all reasonable steps to:
 - (a) review on receipt the reasonableness of any Generation Meter Readings and Export Meter Readings provided by a FIT Generator or Nominated Recipient as regards an Accredited FIT Installation, in accordance with expected tolerances by reference to relevant Total Installed Capacity and Eligible Low-carbon Energy Source;

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- (b) verify at least once every 2 years the Generation Meter Readings and Export Meter Readings provided by a FIT Generator or Nominated Recipient, and any Deemed Export Readings, taking due account of guidance from the Authority.
- 3.3 The Mandatory FIT Licensee shall make FIT Payments in accordance with the Tariff Code and other information recorded in the Central FIT Register at the rates set out in the FIT Payment Rate Table at Annex 2 in respect of FIT Year 1. For all following FIT Years, Mandatory FIT Licensees shall make FIT Payments at the rates set out in the FIT Payment rates table, which shall be published each FIT Year by the Authority, and which shall comprise the figures in the FIT Payment Rate Table at Annex 2 adjusted by the percentage increase or decrease in the Retail Price Index over the 12 month period ending on 31st December of the previous year. The FIT Payments made by the Mandatory FIT Licensee shall be such that:
 - 3.3.1 the Generation Payment shall be available to all FIT Generators with Accredited FIT Installations;
 - 3.3.2 the Export Payment shall be available only to FIT Generators with Accredited FIT Installations which have the necessary Plant for FIT Export and have requested to receive Export Payments in accordance with Part 1, clause 7.1.

B TREATMENT OF FIT GENERATORS AND ACCREDITED FIT INSTALLATIONS

4. MCS-certified Registration

- 4.1 The Mandatory FIT Licensee shall take all reasonable steps to support the process of MCS-certified Registration.
- 4.2 When the Mandatory FIT Licensee receives a request for FIT Payments from a FIT Generator using an MCS-FIT Technology, the Mandatory FIT Licensee shall not submit details of that FIT Generator to the Authority for the purposes of entry onto the Central FIT Register until it has first confirmed that the request relates to an MCS-certified Installation.
- 4.3 When confirmation pursuant to Part 1, clause 4.2, is obtained, the Mandatory FIT Licensee shall submit to the Authority such information on the FIT Generator as is required by the process of MCS-certified Registration for entry of the FIT Generator and the relevant Eligible Installation onto the Central FIT Register.
- 4.4 As soon as reasonably practicable after receiving notification from the Authority of the Confirmation Date (subject to the requirement of Part 1, clause 6.1), the Mandatory FIT Licensee shall provide the FIT Generator with a Statement of FIT Terms to review and seek agreement.

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4.5 A Mandatory FIT Licensee shall not be required to support MCS-certified Registration as regards a Migrated ROO Generator using an MCS-FIT Technology and shall not make any FIT Payments to that Migrated ROO Generator until the provisions of Part 1, clauses 3.1 and 3.2 are satisfied.

5. ROO-FIT Accreditation

5.1 The Mandatory FIT Licensee shall not be responsible for ROO-FIT Accreditation.

5.2 When the Mandatory FIT Licensee receives a request for FIT Payments from a FIT Generator whose circumstances are such that ROO-FIT Accreditation is appropriate for participation in the Scheme, the Mandatory FIT Licensee shall refer that FIT Generator to the Authority which shall undertake ROO-FIT Accreditation.

5.3 When the Mandatory FIT Licensee receives a request for FIT Payments from a FIT Generator which demonstrates its ROO-FIT Accreditation is complete, the Mandatory FIT Licensee shall submit to the Authority such information on the FIT Generator as is required for entry to the Central FIT Register.

5.4 As soon as reasonably practicable after receiving notification from the Authority of the Confirmation Date (subject to the requirement of Part 1, clause 6.1), the Mandatory FIT Licensee shall provide the FIT Generator with a Statement of FIT Terms to review and seek agreement.

5.5 The Mandatory FIT Licensee shall not be obliged to make FIT Payments to the FIT Generator until the provisions of Part 1, clauses 3.1 and 3.2 are satisfied.

6. Statement of FIT Terms

6.1 The Mandatory FIT Licensee shall take all reasonable steps to agree in writing a Statement of FIT Terms with a FIT Generator as regards an Accredited FIT Installation within ten working days of the Confirmation Date, such agreement not to be unreasonably withheld.

6.2 The Mandatory FIT Licensee shall ensure that the Statement of FIT Terms incorporates as a minimum the Principal Generator Terms detailed in Part 1, clause 6.3 and the Principal FIT Licensee Terms detailed in Part 1, clause 6.4, in accordance with any guidance issued by the Authority.

6.3 The Principal Generator Terms shall include:

6.3.1 obligations relevant to FIT Payments, including:

- (a) Tariff Code;
- (b) Confirmation Date;

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- (c) Eligibility Date and Eligibility Period;
- (d) Generation Tariff;
- (e) Export Tariff (where applicable) and how to elect to receive Export Payments;
- (f) frequency of FIT Payment;
- (g) data on which calculation of FIT Payments shall be based and the process by which such data is to be provided;
- (h) the consequences of ceasing to be eligible for FIT Payments;
- (i) and any other term that may reasonably be considered to significantly affect the evaluation by the FIT Generator of the arrangement under which FIT Payments shall be made by the Mandatory FIT Licensee; and

6.3.2 obligations relevant to the protection of the FIT Generator to which the Mandatory FIT Licensee shall be obliged to adhere, including:

- (a) a description of the Complaints Procedure and a stated duty to participate in the Complaints Procedure on disputes in relation to compliance with obligations under the Scheme;
- (b) a duty not to discriminate without objective justification in terms of changing Relevant Electricity Supplier or the prices for supply and other charges as between FIT Generators and other parties to whom electricity is supplied by the Mandatory FIT Licensee;
- (c) a description of the process of Switching and a stated duty to participate as required to facilitate the Switching of a FIT Generator;
- (d) a duty not to impose any obligations on a FIT Generator which are additional to, or more onerous than those that are necessary to enable the Mandatory FIT Licensee to meet its obligations under the Scheme;
- (e) a duty to fulfil obligations under this Scheme efficiently and expeditiously;
- (f) a term setting out the termination rights which permit the FIT Generator to withdraw from the Scheme or Switch;
- (g) a term identifying the risks to a FIT Generator of failure to adhere to the Statement of FIT Terms, for example following

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failure to provide the required data in a timely fashion and as regards suspension and recoupment of FIT Payments.

- 6.4 The Principal FIT Licensee Terms shall include:
- 6.4.1 a term explaining that FIT Payments shall be made by reference to data in the Central FIT Register;
 - 6.4.2 a term identifying the FIT Generator's obligations as regards providing information, declarations and evidence to the Mandatory FIT Licensee and the Authority (as well as any consents required for the purposes of data protection) as required for the administration of the Scheme;
 - 6.4.3 a term requiring the FIT Generator to inform the Mandatory FIT Licensee as soon as reasonably possible in the event there is a change in ownership of an Accredited FIT Installation;
 - 6.4.4 a term requiring the FIT Generator to inform the Mandatory FIT Licensee as soon as reasonably possible of Extensions or Reductions to an Accredited FIT Installation;
 - 6.4.5 a term setting out the circumstances and procedures for changing the Nominated Recipient on the Central FIT Register;
 - 6.4.6 a term explaining meter ownership and responsibilities, including as regards access to the property of the FIT Generator if required for inspection, testing and (in the case of the Export Meter) maintenance and if appropriate replacement.
- 6.5 In the event the Central FIT Register is amended by the Authority to reflect any change in circumstances relevant to the content of the Statement of FIT Terms, for example, the Extension of an Accredited FIT Installation, the Mandatory FIT Licensee shall revise the Statement of FIT Terms as required and an amended version shall be supplied to the FIT Generator.
- 6.6 The Mandatory FIT Licensee shall be required to take due account of guidance issued by the Authority as regards the content and the form of the Statement of FIT Terms but can agree terms more favourable to the FIT Generator if so desired;
- 6.7 In addition to what is stipulated in the Statement of FIT Terms, the Mandatory FIT Licensee shall have the following specific duties as regards FIT Generators in the context of the Scheme:
- 6.7.1 when providing information to a FIT Generator (whether in writing, by electronic display or orally) in relation to this Scheme, the Mandatory FIT Licensee shall take all reasonable steps to ensure it:
 - (a) is complete and accurate;

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- (b) is capable of being easily understood by the FIT Generator;
 - (c) does not mislead the FIT Generator; and
 - (d) is otherwise fair, transparent, appropriate and delivered in a professional manner both in terms of content and in terms of how it is presented (with more important information being given appropriate prominence);
- 6.7.2 when making FIT Payments to a FIT Generator or Nominated Recipient, the Mandatory FIT Licensee shall ensure that the Statement of FIT Terms by reference to which it does so does not materially discriminate without objective justification between one group of FIT Generators and any other such group;
- 6.7.3 the Mandatory FIT Licensee shall notify FIT Generators and Nominated Recipients to which it makes FIT Payments as soon as reasonably possible at the occurrence of an Insolvency Event.
- 6.8 To the extent a FIT Generator falls into the definition of Customer, Domestic Customer or Micro-business Consumer under the Electricity Supply Licence, participation in this Scheme and involvement in Small-scale Low-carbon Generation shall have no effect on the rights and obligations resulting from that status under Sections A and B of the Electricity Supply Licence.

7. Export

- 7.1 Where a FIT Generator's request for FIT Payments includes a request for Export Payments, in addition to the requirements of Part 1, clause 3 above, the Mandatory FIT Licensee shall be obliged to purchase FIT Export from the Accredited FIT Installation by offering an amount equivalent to the appropriate Export Payments unless it has received an Export Payment Opt Out Notification from the FIT Generator within the preceding year.
- 7.2 Where payments have commenced in accordance with Part 1, clause 7.1 above, the Mandatory FIT Licensee remain obliged to make Export Payments until the earlier of termination in accordance with the Scheme or the receipt of an Export Payment Opt Out Notification from the FIT Generator.
- 7.3 The Mandatory FIT Licensee shall act in accordance with an Export Payment Opt Out Notification received from a FIT Generator and cease to apply the Scheme to such Export unless:
- 7.3.1 it is due to take effect on or before the first anniversary of Implementation;
 - 7.3.2 it is due to take effect within one year of a request for Export Payments from the FIT Generator; or

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- 7.3.3 it requires the Mandatory Fit Licensee to act retrospectively;
- 7.3.4 it receives a Cancellation of Export Payment Opt Out Notification.
- 7.4 A Cancellation of Export Payment Opt Out Notification shall not take effect if;
 - 7.4.1 it is due to take effect on or before the first anniversary of Implementation;
 - 7.4.2 it is due to take effect within one year of receipt of an Export Payment Opt Out Notification; or
 - 7.4.3 it requires the Mandatory FIT Licensee to act retrospectively.
- 7.5 The Mandatory FIT Licensee shall remain obliged to make Generation Payments, as appropriate, to FIT Generators irrespective of whether they request Export Payments pursuant to Part 1, clause 7.1.
- 7.6 The Mandatory FIT Licensee may calculate the Export Payment for FIT Export by reference either to:
 - 7.6.1 Export Meter Readings; or
 - 7.6.2 Deemed Export Readings, as regards Deemed Export only.

C ADMINISTRATION, ERROR AND ABUSE OF SCHEME

8. Reducing, recouping and withholding FIT Payments

- 8.1 The Mandatory FIT Licensee shall take all reasonable steps to ensure any FIT Payments it has made to a FIT Generator or Nominated Recipient reflect only that to which that FIT Generator or Nominated Recipient is entitled.
- 8.2 The Mandatory FIT Licensee may reduce, recoup or withhold FIT Payments from a FIT Generator:
 - 8.2.1 when it is identified (either through notification from the Authority or following an internal review by the Mandatory FIT Licensee) that there has been an error by the:
 - (a) Mandatory FIT Licensee; or
 - (b) FIT Generator; or
 - (c) Authority,which has led that Mandatory FIT Licensee to make FIT Payments in excess of entitlement;

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8.2.2 when the Authority has established that a FIT Generator has been involved in abuse of the Scheme and has noted this fact in the Central FIT Register,

such rights not being required to be exercised as regards incorrect FIT Payments made by another FIT Licensee.

9. Audit of Scheme

9.1 The Mandatory FIT Licensee shall take all reasonable steps actively to reduce error and combat abuse of the Scheme, taking into account any guidance issued by the Authority.

9.2 The Mandatory FIT Licensee shall, in particular, take all reasonable steps in making FIT Payments to a FIT Generator or Nominated Recipient to ensure that:

9.2.1 such payments are consistent with the information on the Central FIT Register;

9.2.2 it notifies the Authority expeditiously of any information of which it becomes aware which relates to data contained on the Central FIT Register and necessitates an update;

9.2.3 any FIT Generator or Nominated Recipient to which it makes FIT Payments are actively required to comply with their obligations as set out in the Statement of FIT Terms.

9.3 The Mandatory FIT Licensee shall promptly notify the Authority of any suspected abuse of the Scheme by FIT Generators, providing detail of:

9.3.1 reasons for suspicion;

9.3.2 any action it has taken or intends to take pursuant to Part 1, clauses 8.1 and 8.2, as regards making FIT Payments to a FIT Generator.

9.4 Where the Authority informs the Mandatory FIT Licensee that a FIT Generator has been suspended or removed from the Central FIT Register as a result of:

9.4.1 a notification from the Mandatory FIT Licensee in accordance with Part 1, clause 9.3; or

9.4.2 any other reason relating to the proper administration of the Scheme;

the Mandatory FIT Licensee shall not make any further FIT Payments to that FIT Generator or Nominated Recipient until such time as notified by the Authority that the suspension or removal has been rescinded, except insofar as otherwise instructed by the Authority to make a reduced FIT Payment.

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10. Modifications to an Accredited FIT Installation and multi-installation Sites

10.1 On receiving information from a FIT Generator as regards an Extension or Reduction to an Accredited FIT Installation, the Mandatory FIT Licensee shall:

10.1.1 notify the Authority;

10.1.2 provide such information as is required by the Authority to assess whether any Extension causes the Accredited FIT Installation to exceed the Specified Maximum Capacity and to update the Central FIT Register as regards such modifications.

10.2 On notification from the Authority that the Central FIT Register has been updated to reflect the new information, the Mandatory FIT Licensee shall:

10.2.1 treat the modified Accredited FIT Installation for the purposes of calculating FIT Payments in accordance with the updated Central FIT Register and any instruction which may be issued by the Authority; and/or

10.2.2 amend the Statement of FIT Terms as required and provide a copy to the FIT Generator; and/or

10.2.3 if the Specified Maximum Capacity is exceeded cease making FIT Payments.

10.3 In the event a Site:

10.3.1 contains separate Accredited FIT Installations, Owned by the same FIT Generator, using the same Eligible Low-carbon Energy Source; and

10.3.2 their output is not being separately measured,

in calculating FIT Payments, the Mandatory FIT Licensee shall pro-rate the Small-scale Low-carbon Generation by reference to the Total Installed Capacity of each Accredited FIT Installation.

10.4 In the event a FIT Generator increases Small-scale Low-carbon Generation at a Site using an Eligible Low-carbon Energy Source different to that used in the existing Accredited FIT Installation Owned by the same FIT Generator, the Mandatory FIT Licensee shall treat this as a separate Accredited FIT Installation.

11. Change of status

11.1 In the event a Mandatory FIT Licensee ceases to have Mandatory FIT Licensee status, it shall be required to:

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11.1.1 continue its participation in the Scheme as a Mandatory FIT Licensee until the later of:

- (a) its next FIT Notification;
- (b) the end of the FIT Year in which its status altered;
- (c) the expiry of the period of at least 6 weeks' notice, required by Part 1, clause 11.1.2 below;

11.1.2 notify in writing its change in status and consequences of that to the FIT Generators to which it makes FIT Payments allowing a notice period of at least 6 weeks.

PART 2 – VOLUNTARY FIT LICENSEES

A BASIC PRINCIPLES

1. Application of Part 2

- 1.1 This Part 2 shall apply where the licensee is a Voluntary FIT Licensee.
- 1.2 The Voluntary FIT Licensee shall notify the Authority of its decision to act as a Voluntary FIT Licensee before it may participate in the Scheme.
- 1.3 The Voluntary FIT Licensee is required to publish its status as a Voluntary FIT Licensee such that this information is easily accessible to the public.

2. To whom obligation is owed

2.1 The Voluntary FIT Licensee shall, subject to the terms of this Scheme, be obliged to accept a request for FIT Payments from a FIT Generator as regards an Accredited FIT Installation with Total Installed Capacity of 50kW or less:

2.1.1 which occupies a Site to which the Voluntary FIT Licensee is the Relevant Electricity Supplier and as regards which the FIT Generator is also a Customer of that Voluntary FIT Licensee at that Site;

recognising that a FIT Generator is not required necessarily to approach its Relevant Electricity Supplier in order to secure FIT Payment from a FIT Licensee under the Scheme.

2.2 The Voluntary FIT Licensee shall not be obliged to make the Scheme available to any FIT Generator falling outside the category in Part 2, clause 2.1 above but may elect to do so.

3. Applicability of principles in Part 1 to Voluntary FIT Licensees

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- 3.1 The Voluntary FIT Licensee shall be bound by the obligations set down in Part 1, clauses 3 to 10, the necessary changes having been made to adjust for the differing context, as regards both:
 - 3.1.1 FIT Generators falling into the categories listed in Part 2, clause 2.1 which it is obliged to accept as a result of electing to become a Voluntary FIT Licensee; and
 - 3.1.2 FIT Generators which it elects to accept into the Scheme pursuant to Part 2, clause 2.2.

4. Change of status

- 4.1 In the event a Voluntary FIT Licensee elects no longer to participate in the Scheme as a Voluntary FIT Licensee, it shall
 - 4.1.1 notify the Authority and comply with any instructions provided;
 - 4.1.2 be required to continue its existing obligations as a Voluntary FIT Licensee under the Scheme until the later of:
 - (a) its next FIT Notification;
 - (b) the end of the FIT Year in which the notification required by Part 2, clause 4.1.1 is made;
 - (c) the expiry of the period of at least 6 weeks' notice, required by Part 2, clause 4.1.3;
 - 4.1.3 notify in writing its change in status and the consequences of that to the FIT Generators to which it makes FIT Payments, allowing a notice period of at least 6 weeks.

PART 3 – ALL LICENSEES

1. Application of Part 3

- 1.1 This Part 3 shall apply to all licensees.

2. Change of status

- 2.1 The licensee shall submit a FIT Notification to the Authority annually.

3. Levelisation Process

- 3.1 The licensee shall participate in the Levelisation Process as set out in the FIT Order, in accordance with the Authority's instructions, and:
 - 3.1.1 cooperate with the Authority to provide such information as is required by it for the efficient administration of the Levelisation Process;

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3.1.2 make Levelisation Payments in accordance with the Authority's instructions.

4. Insolvency Event

4.1 The licensee shall be obliged to take all reasonable steps to notify the Authority at the occurrence of an Insolvency Event.

5. Provision of information to Authority

5.1 The licensee shall be obliged to provide in a timely and practical format information reasonably required by the Authority in accordance with the FIT Order and pursuant to obligations arising from this Scheme.

5.2 The licensee shall be obliged to retain documents relating to this Scheme for a period of 5 years.

6. Modification

6.1 Modifications to this Scheme shall be made in accordance with the provisions of section 42 EA08 insofar as such modifications fall within the scope of section 41 EA08.

7. In the event of inconsistency

7.1 In the event of inconsistency between any provision of this Scheme and any order issued by the Secretary of State under sections 41 to 43 EA08, the latter shall prevail.

7.2 Where a licensee reasonably considers that complying with any order given by the Secretary of State under sections 41 to 43 EA08 will require it to act in a manner which is inconsistent with any provision of its Electricity Supply Licence, the licensee shall, without delay, inform the Authority and Secretary of State of such inconsistency.

ANNEX 1

ELIGIBILITY PERIOD TABLE

<i>Installation</i>	<i>Eligible Low-carbon Energy Source</i>		
	<i>Solar photovoltaic</i>	<i>Combined heat and power with an electrical capacity of 2kW or less</i>	<i>All other Eligible Low-carbon Energy Sources</i>
Eligible Installations Commissioned on or after 1st April 2010	25 years commencing on the Eligibility Date	10 years commencing on the Eligibility Date	20 years commencing on the Eligibility Date
Eligible Installations Commissioned during the period commencing on 15th July 2009 and ending on 31st March 2010 which have not received accreditation under the ROO	25 years commencing on 1st April 2010	10 years commencing on 1st April 2010	20 years commencing on 1st April 2010
Eligible Installations with a declared net capacity of 50kW or less Commissioned during the period commencing on 15th July 2009 and ending on 31st March 2010 which have received accreditation under the ROO	25 years commencing on 1st April 2010		20 years commencing on 1st April 2010
Eligible Installations with a declared net capacity greater than 50kW Commissioned during the period commencing on 15 th July 2009 and ending on 31 st March 2010 which were previously accredited under the ROO and which have an Eligibility Date of 1 st April 2010	24 years and 6 months commencing on 1 st April 2010		19 years and 6 months commencing on 1 st April 2010
Eligible Installations with a declared net capacity greater than 50kW Commissioned during the period commencing on 15 th July 2009 and ending on 31 st March 2010 which were previously accredited under the ROO and which have an Eligibility Date of 1 st April 2011	23 years and 6 months commencing on 1 st April 2011		18 years and 6 months commencing on 1 st April 2011
Eligible Installations with a declared net capacity of 50kW or less Commissioned on or before 14 th July 2009 and accredited under the ROO on or before 31 st March 2010 -	the period commencing on Implementation and ending on 31 st March 2027		the period commencing on Implementation and ending on 31 st March 2027

DECC CONSULTATION DRAFT – NOVEMBER 2011

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ANNEX 2

FIT PAYMENT RATE TABLE

<i>Description</i>	<i>FIT Year 1</i>	<i>FIT Year 2</i>	<i>FIT Year 3</i>	<i>FIT Year 4</i>	<i>FIT Year 5</i>	<i>FIT Year 6</i>	<i>FIT Year 7</i>	<i>FIT Year 8</i>	<i>FIT Year 9</i>	<i>FIT Year 10</i>	<i>FIT Year 11</i>
	<i>2010/11</i>	<i>2011/2012</i>	<i>2012/2013</i>	<i>2013/2014</i>	<i>2014/2015</i>	<i>2015/2016</i>	<i>2016/2017</i>	<i>2017/2018</i>	<i>2018/2019</i>	<i>2019/2020</i>	<i>2020/2021</i>
Anaerobic digestion with total installed capacity of 500kW or less	11.5 pence per kilowatt hour	11.5 pence per kilowatt hour	11.5 pence per kilowatt hour	11.5 pence per kilowatt hour	11.5 pence per kilowatt hour	11.5 pence per kilowatt hour	11.5 pence per kilowatt hour	11.5 pence per kilowatt hour	11.5 pence per kilowatt hour	11.5 pence per kilowatt hour	11.5 pence per kilowatt hour
Anaerobic digestion with total installed capacity greater than 500kW	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour
Hydro generating station with total installed capacity of 15kW or less	19.9 pence per kilowatt hour	19.9 pence per kilowatt hour	19.9 pence per kilowatt hour	19.9 pence per kilowatt hour	19.9 pence per kilowatt hour	19.9 pence per kilowatt hour	19.9 pence per kilowatt hour	19.9 pence per kilowatt hour	19.9 pence per kilowatt hour	19.9 pence per kilowatt hour	19.9 pence per kilowatt hour

DECC CONSULTATION DRAFT – NOVEMBER 2011

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Hydro generating station with total installed capacity greater than 15kW but not exceeding 100kW	17.8 pence per kilowatt hour	17.8 pence per kilowatt hour	17.8 pence per kilowatt hour	17.8 pence per kilowatt hour	17.8 pence per kilowatt hour	17.8 pence per kilowatt hour	17.8 pence per kilowatt hour	17.8 pence per kilowatt hour	17.8 pence per kilowatt hour	17.8 pence per kilowatt hour	17.8 pence per kilowatt hour
Hydro generating station with total installed capacity greater than 100kW but not exceeding 2MW	11 pence per kilowatt hour	11 pence per kilowatt hour	11 pence per kilowatt hour	11 pence per kilowatt hour	11 pence per kilowatt hour	11 pence per kilowatt hour	11 pence per kilowatt hour	11 pence per kilowatt hour	11 pence per kilowatt hour	11 pence per kilowatt hour	11 pence per kilowatt hour
Hydro generating station with total installed capacity greater than 2MW	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour
Combined Heat and Power with total installed electrical capacity of 2kW or less (Tariff available only for 30,000 units)	10 pence per kilowatt hour	10 pence per kilowatt hour	10 pence per kilowatt hour	10 pence per kilowatt hour	10 pence per kilowatt hour	10 pence per kilowatt hour	10 pence per kilowatt hour	10 pence per kilowatt hour	10 pence per kilowatt hour	10 pence per kilowatt hour	10 pence per kilowatt hour
Solar photovoltaic with total installed capacity of 4kW or less, where installed on a new building before first occupation	36.1 pence per kilowatt hour	36.1 pence per kilowatt hour	33 pence per kilowatt hour	30.2 pence per kilowatt hour	27.6 pence per kilowatt hour	25.1 pence per kilowatt hour	22.9 pence per kilowatt hour	20.8 pence per kilowatt hour	19.0 pence per kilowatt hour	17.2 pence per kilowatt hour	15.7 pence per kilowatt hour
Solar photovoltaic with	41.3 pence per	41.3 pence per	37.8 pence per	34.6 pence per	31.6 pence per	28.8 pence per	26.2 pence per	23.8 pence per	21.7 pence per	19.7 pence per	18 pence per

DECC CONSULTATION DRAFT – NOVEMBER 2011

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total installed capacity of 4kW or less, installed on a building which already occupied	kilowatt hour	kilowatt hour	kilowatt hour	kilowatt hour	kilowatt hour	kilowatt hour	kilowatt hour	kilowatt hour	kilowatt hour	kilowatt hour	kilowatt hour
Solar photovoltaic with total installed capacity greater than 4kW but not exceeding 10kW	36.1 pence per kilowatt hour	36.1 pence per kilowatt hour	33.0 pence per kilowatt hour	30.2 pence per kilowatt hour	27.6 pence per kilowatt hour	25.1 pence per kilowatt hour	22.9 pence per kilowatt hour	20.8 pence per kilowatt hour	19.0 pence per kilowatt hour	17.2 pence per kilowatt hour	15.7 pence per kilowatt hour
Solar photovoltaic with total installed capacity greater than 10kW not exceeding 100kW	31.4 pence per kilowatt hour	31.4 pence per kilowatt hour	28.7 pence per kilowatt hour	26.3 pence per kilowatt hour	24 pence per kilowatt hour	21.9 pence per kilowatt hour	19.9 pence per kilowatt hour	18.1 pence per kilowatt hour	16.5 pence per kilowatt hour	15 pence per kilowatt hour	13.6 pence per kilowatt hour

DECC CONSULTATION DRAFT – NOVEMBER 2011

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Solar photovoltaic with total installed capacity greater than 100kW	29.3 pence per kilowatt hour	29.3 pence per kilowatt hour	26.8 pence per kilowatt hour	24.5 pence per kilowatt hour	22.4 pence per kilowatt hour	20.4 pence per kilowatt hour	18.6 pence per kilowatt hour	16.9 pence per kilowatt hour	15.4 pence per kilowatt hour	14 pence per kilowatt hour	12.7 pence per kilowatt hour
Stand-alone (autonomous) solar photovoltaic (not attached to a building and not wired to provide electricity to an occupied building)	29.3 pence per kilowatt hour	29.3 pence per kilowatt hour	26.8 pence per kilowatt hour	24.5 pence per kilowatt hour	22.4 pence per kilowatt hour	20.4 pence per kilowatt hour	18.6 pence per kilowatt hour	16.9 pence per kilowatt hour	15.4 pence per kilowatt hour	14 pence per kilowatt hour	12.7 pence per kilowatt hour
Wind with total installed capacity of 1.5kW or less	34.5 pence per kilowatt hour	34.5 pence per kilowatt hour	32.6 pence per kilowatt hour	30.8 pence per kilowatt hour	29.1 pence per kilowatt hour	27.5 pence per kilowatt hour	26 pence per kilowatt hour	24.6 pence per kilowatt hour	23.2 pence per kilowatt hour	21.9 pence per kilowatt hour	20.7 pence per kilowatt hour
Wind with total installed capacity greater than 1.5kW but not exceeding 15 kW	26.7 pence per kilowatt hour	26.7 pence per kilowatt hour	25.5 pence per kilowatt hour	24.3 pence per kilowatt hour	23.2 pence per kilowatt hour	22.2 pence per kilowatt hour	21.2 pence per kilowatt hour	20.2 pence per kilowatt hour	19.3 pence per kilowatt hour	18.4 pence per kilowatt hour	17.6 pence per kilowatt hour

DECC CONSULTATION DRAFT – NOVEMBER 2011

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Wind with total installed capacity greater than 15kW but not exceeding 100kW	24.1 pence per kilowatt hour	24.1 pence per kilowatt hour	23 pence per kilowatt hour	21.9 pence per kilowatt hour	20.9 pence per kilowatt hour	20 pence per kilowatt hour	19.1 pence per kilowatt hour	18.2 pence per kilowatt hour	17.4 pence per kilowatt hour	16.6 pence per kilowatt hour	15.9 pence per kilowatt hour
Wind with total installed capacity greater than 100kW but not exceeding 500kW	18.8 pence per kilowatt hour	18.8 pence per kilowatt hour	18.8 pence per kilowatt hour	18.8 pence per kilowatt hour	18.8 pence per kilowatt hour	18.8 pence per kilowatt hour	18.8 pence per kilowatt hour	18.8 pence per kilowatt hour	18.8 pence per kilowatt hour	18.8 pence per kilowatt hour	18.8 pence per kilowatt hour
Wind with total installed capacity greater than 500kW but not exceeding 1.5MW	9.4 pence per kilowatt hour	9.4 pence per kilowatt hour	9.4 pence per kilowatt hour	9.4 pence per kilowatt hour	9.4 pence per kilowatt hour	9.4 pence per kilowatt hour	9.4 pence per kilowatt hour	9.4 pence per kilowatt hour	9.4 pence per kilowatt hour	9.4 pence per kilowatt hour	9.4 pence per kilowatt hour
Wind with total installed capacity greater than 1.5MW	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour	4.5 pence per kilowatt hour

DECC CONSULTATION DRAFT – NOVEMBER 2011

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Eligible Installations with a declared net capacity of 50kW or less Commissioned on or before 14 th July 2009 and accredited under the ROO on or before 31 st March 2010.	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour	9 pence per kilowatt hour
EXPORT TARIFF	3 pence per kilowatt hour	3 pence per kilowatt hour	3 pence per kilowatt hour	3 pence per kilowatt hour	3 pence per kilowatt hour	3 pence per kilowatt hour	3 pence per kilowatt hour	3 pence per kilowatt hour	3 pence per kilowatt hour	3 pence per kilowatt hour	3 pence per kilowatt hour

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Standard conditions 35 to 38:
Green Deal Arrangements

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Condition 35: Central Charge Database

35.1 The licensee must, under the Master Registration Agreement, in conjunction and co-operation with all persons that are Authorised by an Electricity Licence to supply electricity:

(a) establish by 1 October 2012, or procure the establishment of by 1 October 2012; and

(b) subsequently maintain, or procure the subsequent maintenance of,

a database (the “Central Charge Database”) capable of recording and storing such data as is necessary to facilitate the collection and remittance of Green Deal Payments in accordance with the provisions of the Green Deal Arrangements Agreement.

35.2 The data for the purposes of paragraph 1 shall include, in relation to each Green Deal Premises, at least the following:

(a) an alphanumeric unique identification;

(b) the address and telephone number;

(c) the Supply Number;

(d) a unique property reference number;

(e) the identity of the occupier and the owner;

(f) the identity of the Green Deal Provider and its nominee (if any) as specified in the Green Deal Plan;

(g) the identity of the Green Deal Licensee;

(h) the electricity meter serial number;

(i) the estimated annual savings on electricity, gas and other fuels, as specified in the Green Deal Plan;

(j) financial details of the Green Deal Plan, including the amount of Green Deal Payment to be collected, the repayment term and the date that the final Green Deal Payment is expected to be payable under the Green Deal Plan;

(k) the administration fee chargeable by the Green Deal Licensee;

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- (l) billing frequency and method of collecting Green Deal Payments;
- (m) bank details for remittance of the Green Deal Payments; and
- (n) other such details as the licensee thinks is reasonably necessary for the efficient operation of the database.

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Condition 36: Green Deal obligations

Application of this condition

36.1 This condition applies where the licensee is a Green Deal Licensee.

Green Deal Payment collection and remittance

36.2 The licensee shall collect Green Deal Payments from Green Deal Bill Payers and remit those payments to Green Deal Providers (or their nominees), in accordance with this condition and the Green Deal Arrangements Agreement.

36.3 In its dealings with Green Deal Bill Payers [who are Domestic Customers], the licensee shall have regard to any guidance on debt collection issued by the Office of Fair Trading from time to time.

Information about costs

36.4 The licensee must provide the Authority with Information specified by the Authority in relation to matters that it reasonably considers are relevant to:

- (a) the costs incurred by the licensee in relation to the collection and remittance of Green Deal Payments to Green Deal Providers;
- (b) any differences in the Charges for the Supply of Electricity which apply to Customers at Green Deal Premises and Customers at premises which are not Green Deal Premises.

36.5 The Authority may direct the licensee to comply with paragraph 36.4 by providing Information to the Authority:

- (a) in a particular form by a particular date; or
- (b) in a particular form at such reoccurring intervals of time as the Authority considers appropriate.

36.6 The licensee is not required to comply with paragraph 36.4 if it could not be compelled to produce or give the Information in evidence in civil proceedings before a court.

Terms and conditions

36.7 Where the premises are Green Deal Premises then, in addition to the other requirements in this licence,

- (a) each Domestic Supply Contract or Non-Domestic Supply Contract;
and

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

(b) each Deemed Contract,

must include a term notifying the Customer of the licensee's obligation under paragraph 36.2 and that the licensee will only collect Green Deal Payments from the Customer that become payable after the date the Contract or Deemed Contract was entered into.

36.8 The licensee must include a term in each Non-Domestic Supply Contract with a Green Deal Bill Payer who is a Customer to provide that if that Non-Domestic Supply Contract is brought to an end, that Customer remains liable for all Outstanding Charges that are Green Deal Payments and which were payable during the period which starts with the date that Contract was entered into and ends with the date on which that Contract ends.

Payment method and frequency of billing

36.9 Where a Green Deal Bill Payer who is a Customer chooses or has chosen a method of payment for Charges for the Supply of Electricity, the licensee must use the same method of payment for the collection of Green Deal Payments from that Customer.

36.10 Where a Green Deal Bill Payer pays Charges by any means other than a prepayment meter or direct debit, the licensee shall send that Green Deal Bill Payer a Bill in relation to Charges not less than every fourteen (14) weeks.

Direct Debit payments

36.11 Where:

(a) a Customer who is a Green Deal Bill Payer pays Charges by way of regular direct debit payments of a fixed amount;

(b) the licensee receives a request from that Customer to reduce its direct debit payments under the Contract (or Deemed Contract, as the case may be) by an amount equivalent to the Net Electricity Savings; and

(c) such request is made within thirty (30) days of the Premises becoming Green Deal Premises,

the licensee shall comply with such request by dividing the Net Electricity Savings by the number of direct debit payments to be made by the Customer in a 12 month period and deducting the resulting amount from each direct debit payment.

Interpretation

36.12 For the purposes of this condition:

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

“Gas Supply Licence” means a gas supply licence granted or treated as granted under section 7A(1) of the Gas Act 1986.

“Net Electricity Savings” means the amount by which the Annual Green Deal Electricity Saving exceeds the annual Green Deal Payment (as set out in the Green Deal Plan).

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 37: Green Deal information requirements

Application of this condition

37.1 This condition applies where the licensee is a Green Deal Licensee.

First and last Green Deal Payments

37.2 The licensee must:

- (a) notify the Green Deal Bill Payer in Writing of the date on which Green Deal Payments will commence and the amount of the Green Deal Payments; and
- (b) at least fourteen (14) days prior to the date by which the final Green Deal Payment is expected to be payable under the Green Deal Plan, notify the Green Deal Bill Payer of its intention to not to collect further Green Deal Payments.

Bills and statements of account

37.3 The licensee must, on each Bill and statement of account sent to a Green Deal Bill Payer:

- (a) specify the relevant Green Deal Payment payable, on the same side of the page where the relevant Charges for the Supply of Electricity is specified;
- (b) who is a Domestic Customer that the licensee supplies with gas under a under a Gas Supply Licence, specify the Charges for the Supply of Gas on the same side of the page where the Charges for the Supply of Electricity are specified (but the licensee shall not be required under this paragraph to invoice for the Charges for the Supply of Gas);
- (c) where there is only one Green Deal Plan for a Supply Number, specify the Unique Identifier for the Green Deal Plan, on the same side of the page where the Green Deal Payment is specified;
- (d) who is a Domestic Customer that has more than one Green Deal Plan for a Supply Number, specify either:
 - (i) on the first page, each Green Deal Payment together with its associated Unique Identifier; or
 - (ii) on the first page, the aggregate Green Deal Payment, and elsewhere, each Green Deal Payment together with its associated Unique Identifier;

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

- (e) who is a Non-Domestic Customer that has more than one Green Deal Plan for a Supply Number, specify either:
 - (i) on the first page, each Green Deal Payment together with its associated Unique Identifier; or
 - (ii) on the first page, the aggregate Green Deal Payment, and upon request by the Non-Domestic Customer, specify in an annex each Green Deal Payment together with its associated Unique Identifier;
- (f) which encompasses one or more Green Deal Plan associated with more than one Supply Number, specify on the first page the aggregate Green Deal Payment and, upon request by the Customer, specify in an annex each Green Deal Payment together with its associated Unique Identifier and Supply Number; and
- (g) include details of where that Customer can find impartial advice and information about its Green Deal Plan (and such details shall include a telephone number and website address for the provider of such impartial advice).

37.4 The licensee must, for each Customer that pays Charges through a prepayment meter or by regular direct debit payments of a fixed amount, send a statement of account to that Customer at least once every six months.

Annual Statements

37.5 The information for the purposes of paragraph 37.6 and paragraph (g) of standard condition 31.A.4 is:

- (a) an illustrative projection of the total amount of Green Deal Payments for the forthcoming 12 months (based on the total amount of Green Deal Payments made in the previous 12 months) on the same side of the page where the illustrative projection under paragraph (b)(ii) of standard condition 31.A.4 is specified;²
- (b) [the total amount of any Outstanding Charges in respect of Green Deal Payments;]
- (c) [the date that the final Green Deal Payment is expected to be payable under the Green Deal Plan;]
- (d) the Annual Green Deal Energy Saving, which shall be itemised for the fuel sources in use when the Green Deal Plan was entered into (under the headings 'electricity', 'gas' and 'other fuel sources'), together with an explanation that such fuel sources may have subsequently changed;

² If indexation of Green Deal Payments is permitted, this condition may need to change.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

- (e) details of where the Customer can find impartial advice and information about its Green Deal Plan (and such details shall include a telephone number and website address for the provider of such impartial advice); and
- (f) where the licensee also supplies the Customer with gas under a Gas Supply Licence, an illustrative projection of the cost in pounds sterling of the quantity of gas supplied to the Customer's Premises for the forthcoming 12 months (assuming those premises are supplied with the same quantity of gas as during the previous 12 months) on the same side of the page where the illustrative projection under paragraph (b)(ii) of standard condition 31.A.4 is specified.

37.6 Where there is more than one Green Deal Plan for a Supply Number and the Green Deal Bill Payer is a Domestic Customer, each Annual Statement must include the information in paragraph 37.5 for each Green Deal Plan and identify each Green Deal Plan with the Unique Identifier.

Notice of Green Deal Payment arrears

37.7 Subject to paragraph 37.8, if:

- (a) a Green Deal Bill Payer is required to have made at least two Green Deal Payments by a particular time;
- (b) the total sum paid under the Green Deal Plan is less than the total sum that is required to have been paid before that time; and
- (c) the amount of the shortfall is no less than the sum of the last two payments which he is required to have made before that time,

the licensee shall within 14 days give that Green Deal Bill Payer a Green Deal Arrears Notice and, after the giving of that Notice, shall give further Green Deal Arrears Notices at intervals of not more than 6 months.

37.8 Paragraph 37.7 shall not apply if either:

- (a) a final decision of the Energy Ombudsman or a judgment (including any order or decree) of a court in Great Britain has been given in relation to that Green Deal Plan before the relevant time under paragraph 37.7 and there is a sum still to be paid under that final decision or judgment by the Green Deal Bill Payer; or
- (b) the
 - (i) person who is that Green Deal Bill Payer ceases to be liable to pay the energy bills for the premises; and

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

- (ii) Green Deal Licensee agrees with the Green Deal Provider under the Green Deal Arrangements Agreement that the Green Deal Licensee is no longer responsible for recovering historical Green Deal Payments from that person.

37.9 Where the licensee gives a Green Deal Bill Payer a Green Deal Arrears Notice under paragraph 37.8, it shall include a copy of the arrears information sheet prepared by the Office of Fair Trading (as amended from time to time) under section 86A of the Consumer Credit Act 1974.

Central Charge Database information

37.10 The licensee must provide, in a timely and efficient manner, such data contained in the Central Charge Database maintained in accordance with paragraph 35.1 as is reasonably required and requested:

- (a) to any person identified in the Green Deal Arrangements Agreement as being an appropriate person to receive data for Green Deal purposes; and
- (b) to any person identified in the Master Registration Agreement as being entitled to receive such data for the purpose of facilitating a Proposed Supplier Transfer in respect of any premises.

37.11 The licensee must, in conjunction and co-operation with all Green Deal Licensees, procure that data relating to the estimated annual financial savings on consumption from gas, stored in the Central Charge Database, is made available to a person holding a Gas Supply Licence where that person needs to comply with standard condition 19B of its Gas Supply Licence.

Interpretation

37.12 For the purposes of this condition:

“Energy Ombudsman” means the Ombudsman Service Limited (Company No. 04351294) in its capacity as scheme administrator of the redress scheme (within the meaning of section 48(1) of the Consumers, Estate Agents and Redress Act 2007) approved by the Authority on 18 June 2008.

“Green Deal Arrears Notice” means a Notice that contains:

- (a) a form of wording to the effect that the notice is given because the Green Deal Bill Payer is behind with his payments under the Green Deal Plan;
- (b) a form of wording encouraging the Green Deal Bill Payer to discuss the state of his account with the licensee;

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

- (c) the date and the licensee's name and relevant telephone number and postal address;
- (d) details of where that Customer can find impartial advice and information about its Green Deal Plan (and such details shall include a telephone number and website address for the provider of such impartial advice);
- (e) information identifying the relevant Green Deal Plan; and
- (f) the amount of the shortfall under the Green Deal Plan which gave rise to the duty to give the Notice.

“Unique Identifier” means the unique identification referred to in paragraph 1(a)(i) of standard condition 35.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

Condition 38: Green Deal Arrangements Agreement

Application of this condition

38.1 This condition applies where the licensee is a Green Deal Licensee.

Licensee's obligation

38.2 The licensee, in conjunction and co-operation with all other Green Deal Licensees must take all steps within its power to ensure the Green Deal Arrangements Agreement remains an agreement that conforms to the requirements of:

- (a) paragraph 38.3 in respect of its contractual constitution; and
- (b) paragraph 38.4 in respect of its contents.

Constitution of the GDAA

38.3 The GDAA must be an agreement made between:

- (a) on the one part, all Green Deal Licensees; and
- (b) on the other part:
 - (i) all Green Deal Providers; and
 - (ii) such other persons as are, for Green Deal payment and remittance purposes, appropriate parties to the agreement.

Contents of the GDAA

38.4 The GDAA must comprise:

- (a) provisions to facilitate, and procedures and practices to be followed by a Green Deal Licensee, in relation to the collection of Green Deal Payments from Green Deal Bill Payers and the remittance of such payments to Green Deal Providers (or their nominees);
- (b) provisions to facilitate the operation of the agency and trustee relationship between Green Deal Licensees and Green Deal Providers for the collection of Green Deal Payments from Green Deal Bill Payers and the remittance of such payments to Green Deal Providers (or their nominees);
- (c) provisions to facilitate, and procedures and practices to be followed by the parties for the provision of information relating to Green Deal Payments;

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.

- (d) provisions to allow a Green Deal Licensee to charge the Green Deal Provider an administration fee for the collection and remittance of Green Deal Payments to the Green Deal Provider;
- (e) provisions to require a party, where it causes another party a financial loss, to compensate that other party;
- (f) a procedure for resolving any objections made by Green Deal Bill Payers relating to the collection of Green Deal Payments;
- (g) provisions for the resolution of disputes arising under the GDAA and between parties to the GDAA;
- (h) procedures for the Amendment of such provisions of the GDAA as are specified in the GDAA to be capable of, and not capable of, being amended without the Authority's and DECC's prior approval; and
- (i) other such matters as may be appropriate, having regard to the purpose that the GDAA is a document designed to facilitate achievement of recovery, holding and remittance of Green Deal Payments pursuant to s1(6) of the Energy Act 2011.

Interpretation

38.5 For the purposes of this condition, “**Amendment**” must be read in accordance with the meaning given to the term “modification” in section 111 of the Act, and any related expressions are to be read accordingly.