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Dear David

**CMA EMI Remedies Consultation on the Energy Market Investigation (Microbusiness) Order 2016.**

Thank you for the opportunity to respond to the above consultation and taking the time to respond to our questions. We make further representations below.

We believe the way the new Licence Conditions are currently drafted is not clear enough to endure. Suppliers should not have to refer to the CMA final report, Orders and Explanatory Notes to understand the obligations placed on them.

It is our view that the current definition for Required Price Information is not clear enough that suppliers are required to show all their contract prices (i.e. product switch, acquisition and renewal prices), and not to utilise the Primary Information to assess if the customer is already supplied and then only offer non acquisition prices to existing customers. Thank you for clarifying that we are only obligated to display prices by start date if the prices would be different on the relevant start dates but we still believe that the current definition does not capture the requirement to display each variant of a contract which would result in a different overall contract price even though the Standing charge and Unit rates are the same.

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We would suggest the definition is amended to the following (same changes applicable to gas):

**Required Price Information** means each separate combination of Standing Charges, Unit Rates and all other associated charges **or benefits** per Electricity Meter, which is capable of being entered into by a Relevant Micro Business Customer **irrespective if the address is registered to the supplier** to purchase the supply of electricity from the licensee.

Whilst consumption is a piece of Primary information, nowhere in the definition for Initial Quote does it indicate that a Total Contract Price must be provided, calculated from the consumption entered. We would suggest that the definition for Initial Quote is amended to the following:

**Initial Quote** means ~~at least one~~ **a Total Contract Value, including a breakdown of combination of** Standing Charges, Unit Rates and all other associated charges per Electricity Meter, **for each contract** which is available immediately for the Relevant Micro Business Customer to enter into ~~a contract~~ to purchase the supply of electricity from the licensee, and remains available for an identified period, subject only to the licensee conducting a Successful Credit Check and any terms and conditions that may apply to any existing Micro Business

**Total Contract Value** **Total cost for the entire contract duration, calculated from the Required Price Information and the consumption information provided by the customer pursuant to 7D.1a. Where the customer provides the consumption information for less than 12 months it shall be converted into an annual amount by multiplying the input amount by 12 divided by the period input by the customer.**

We suggest the following addition to proposed new Licence Condition 7D.1:

7D.1 The licensee must disclose the Required Price Information and provide Initial Quotes promptly to each Relevant Micro Business Customer on its Website or on one or more Third Party Online Platforms

**a) Where the customer provides inaccurate or insufficient Primary Information to enable the supplier to provide an accurate Total Contract Value, the supplier will not be obliged to contract on that basis.**

We have noted the change to the definition of Relevant Segment to include Non-Domestic Customers who meet the additional criteria rather than the more limited Micro Business customers who meet the additional criteria. We believe that this is a change to the remedy proposed in the final report which stated " Accordingly, we have decided to apply the price transparency remedy to microbusiness customers that meet specific requirements (the 'Relevant Segment')". As we have pointed out in

an email to the CMA the new definition can now include large corporate customers with smaller sites to receive price information and quotes for their smaller sites.

At the moment there is much more information in the Explanatory Note than in the Order and the licence condition. However, if the above points are addressed, we believe that there would then be sufficient clarity in the order and licence condition.

Yours sincerely,

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