

ENERGY

GREEN DEAL

MODIFICATIONS TO THE STANDARD CONDITIONS OF ELECTRICITY SUPPLY LICENCES

The Secretary of State makes the following licence modifications in exercise of the powers conferred by sections 17(1)(d), 18(1)(d), 19(1)(d) and 20(1)(d) of the Energy Act 2011 (the "Act").

The Secretary of State has consulted the holders of any licence being modified, the Gas and Electricity Markets Authority and such other persons as the Secretary of State considered appropriate in accordance with section 21 of the Act.

Modifications to the standard conditions of electricity supply licences

The standard conditions of supply licences granted, or treated as granted, under s6(1)(d) of the Electricity Act are modified as follows:

1. Paragraph 3 of Standard Condition 1 is modified as follows:

- (1) With effect from 1 August 2012, insert in the appropriate places:

"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;"
"Central Charge Database	has the meaning given in paragraph 1 of standard condition 35;"
"Energy Performance Certificate	has the meaning given to "energy performance certificate" in regulation 2(1) of (as the context requires): (a) the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007; or (b) the Energy Performance of Buildings (Scotland) Regulations 2008;"
"EPC UPRN	means an Energy Performance Certificate Unique Property Reference Number;"
"EPC Reference Number	means the unique report reference number under which an Energy Performance Certificate is registered pursuant to (as the context requires): (a) regulation 31(3)(a) of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007; or (b) regulation 10(5)(a) of the Energy Performance of Buildings

(Scotland) Regulations 2008;“

“Green Deal Arrangements Agreement or GDAA	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;“
“Green Deal Charge	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;“
“Green Deal Electricity Savings	means, the annual financial savings (or increased costs) on consumption from electricity, as identified by the Green Deal Provider and notified to the licensee for the relevant Green Deal Plan;“
“Green Deal Gas Savings	means the annual financial savings (or increased costs) on consumption from gas, as identified by the Green Deal Provider and notified to the licensee for the relevant Green Deal Plan;“
“Green Deal Licensee	means a licensee that is a Mandatory Green Deal Licensee or a Voluntary Green Deal Licensee;“
“Green Deal Other Fuel Savings	means the annual financial savings (or increased costs) on consumption from fuel sources (other than electricity and gas), as identified by the Green Deal Provider and notified to the licensee for the relevant Green Deal Plan;“
“Green Deal Plan	has the meaning given to “green deal plan” in section 1(3) of the Energy Act 2011;“
“Green Deal Premises	has the meaning given in paragraph 7 of standard condition 6;“
“Green Deal Provider	a person who is authorised to act as a green deal provider under the Green Deal Regulations;“
“Green Deal Regulations	means the Green Deal Framework (Disclosure, Acknowledgment, Redress etc.) Regulations 2012;“
“Green Deal Relevant Date	means: (a) 1 October 2012; or (b) 31 December each year;“
“Mandatory Green Deal Licensee	means a licensee that as at a Green Deal Relevant Date: (a) supplied electricity to at least 250,000 Customers; or (b) together with its Affiliates jointly supplied electricity to at least 250,000 Customers;“
“Non-Green Deal	has the meaning given in paragraph 8 of standard condition 6;“

Premises

"Voluntary Green Deal Licensee" means a licensee who is not a Mandatory Green Deal Licensee but who is a party to the GDAA;"

(2) With effect from 28 January 2013, insert in the appropriate places:

"Charges" means Charges for the Supply of Electricity and Green Deal Charges;"

"Green Deal Bill Payer" means a "bill payer" within the meaning of the Green Deal Regulations;"

"Non-Domestic Outstanding Charges" means the amount of any Charges which are due to the licensee from a Non-Domestic Customer under a Non-Domestic Supply Contract or a Deemed Contract, and which remain unpaid;"

"Non-Green Deal Licensee" means a licensee that is not a Green Deal Licensee;"

(3) With effect from 28 January 2013, omit "for the Supply of Electricity" in the following definitions:

- (a) "Outstanding Charges";
- (b) "Prepayment Meter";
- (c) "Principal Terms" (in sub-paragraphs (a) and (b));
- (d) "Protocol"; and
- (e) "Security Deposit".

(4) With effect from 28 January 2013, in the definition of "Prepayment Meter" omit "Domestic".

2. With effect from 1 August 2012, paragraph 2 of Standard Condition 2 is modified by inserting, after the words "from time to time":

"and any reference to a statute or subordinate legislation is a reference to that statute or subordinate legislation as amended or re-enacted from time to time".

3. With effect from 1 August 2012, Standard Condition 6 is modified by inserting, after paragraph 6.6:

"Green Deal Premises"

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

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

4. With effect from 28 January 2013, Standard Condition 7 is modified as follows:

(1) After paragraph 7.2, insert:

“7.2A The reference in paragraph 7.2 to any other service shall not be construed to include the collection of Green Deal Charges pursuant to paragraph 2 of standard condition 36.”.

(2) After Standard Condition 7A, insert:

“Condition 7C. Restrictions on supplying Green Deal Premises

7C.1 Before a Non-Green Deal Licensee enters into a Contract with a Customer, it must take (and ensure that any Representative takes) all reasonable steps to:

- (a) ascertain whether the premises of that Customer are Green Deal Premises; and
- (b) communicate to that Customer in plain and intelligible language that the licensee will not be able to supply the premises of the Customer if the premises are Green Deal Premises.

7C.2 A Non-Green Deal Licensee must not supply electricity to any Green Deal Premises.”.

5. With effect from 28 January 2013, Standard Condition 8 is modified as follows:

(1) In paragraph 8.2:

- (a) in sub-paragraph (a), at the end, omit “and”;
- (b) in sub-paragraph (b), at the end, for the full stop substitute “; and”; and
- (c) after sub-paragraph (b), insert “(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.”.

(2) In paragraph 8.3, at the start for “The” substitute “Except in the circumstances set out in paragraph 8.4, the”.

(3) In paragraph 8.4:

- (a) at the start, for “But the” substitute “The”;
- (b) after “licensee”, insert “.” and create a new sub-paragraph (a) using the remaining existing text;
- (c) in the new sub-paragraph (a), at the end, insert “; and”; and

- (d) after the new sub-paragraph (a), insert "(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."
- (4) In paragraph 8.5:
- (a) in sub-paragraph (d), omit "and";
 - (b) in sub-paragraph (e), at the end, for the full stop substitute "; and"; and
 - (c) after sub-paragraph (e), insert "(f) if the Customer is a Green Deal Bill Payer, a statement to the effect that the premises are Green Deal Premises and that the Green Deal Charges will be added to the charges for the Supply of Electricity notified to the Customer under paragraph (e) above."
6. With effect from 1 October 2012, Standard Condition 11 is modified by inserting, after paragraph 11.9:

"Green Deal Arrangements Agreement

- 11.10 Where the licensee is a Mandatory Green Deal Licensee, it must be a party to and comply with the Green Deal Arrangements Agreement, comply with Part 2 (Governance and Change Control) of the Green Deal Arrangements Agreement, and other provisions of the Green Deal Arrangements Agreement where directed by the Authority, and facilitate achievement of the objective of the Green Deal Arrangements Agreement.
 - 11.11 Where the licensee is a Voluntary Green Deal Licensee and is party to the Green Deal Arrangements Agreement, it must comply with Part 2 (Governance and Change Control) of the Green Deal Arrangements Agreement, and other provisions of the Green Deal Arrangements Agreement where directed by the Authority, and facilitate achievement of the objective of the Green Deal Arrangements Agreement.
 - 11.12 The Authority may issue, and may from time to time revise, guidance regarding the manner in which it will exercise its enforcement powers in relation to paragraphs 11.10 and 11.11. "
7. With effect from 28 January 2013, Standard Condition 14 is modified as follows:
- (1) In paragraph 14.2 at the start, for "The" substitute "Subject to paragraph 14.2B, the".
 - (2) After paragraph 14.2 insert:
 - "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 Non-Domestic Outstanding Charges in respect of Green Deal Charges are due to the licensee from that Non-Domestic Customer.

14.2B The licensee may not make a request pursuant to:

- (a) paragraph 14.2A; or
- (b) if there are Non-Domestic Outstanding Charges in respect of Green Deal Charges, paragraph 14.2,

if the licensee knows or has reason to believe that the relevant Non-Domestic 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."

(3) In paragraph 14.12:

- (a) omit "for the Supply of Electricity" from the following definitions:
 - (i) "Disputed Amount";
 - (ii) "Genuine Dispute"; and
 - (iii) "Supplier Error Amount".
- (b) omit all references to "Domestic" from following definitions:
 - (i) "Disputed Amount"; and
 - (ii) "Genuine Dispute".

8. With effect from 28 January 2013, Standard Condition 20 is modified by omitting "for the Supply of Electricity" from:

- (a) sub-paragraph (a) of paragraph 20.4; and
- (b) paragraph 20.5.

9. With effect from 28 January 2013, paragraph 7 of Standard Condition 22 is modified as follows:

- (a) in sub-paragraph (b), omit "or";
- (b) in sub-paragraph (c), at the end, for the full stop substitute "; or"; and
- (c) after sub-paragraph (c), insert "(d) where the licensee is a Non-Green Deal Licensee, the premises of the Domestic Customer are Green Deal Premises and the licensee reasonably expects that those premises will continue to be Green Deal Premises at the time the licensee expects to begin supplying electricity to the premises."

10. With effect from 28 January 2013, paragraph 2 of Standard Condition 24 is modified as follows:

- (a) after "paragraph 24.1", insert ":", and create a new sub-paragraph (a) using the remaining existing text;

- (b) in the new sub-paragraph (a), at the end, for the full stop substitute “; and”; and
- (c) after the new sub-paragraph (a), insert “(b) and if the premises are Green Deal Premises and the person who is the Domestic Customer is still the Green Deal Bill Payer (for the purposes of the Green Deal Regulations) after the contract has ended, he or she will still remain liable under the Green Deal Regulations for the Green Deal Charges.”.

11. With effect from 28 January 2013, paragraph 14 of Standard Condition 25 is modified as follows:

- (a) in sub-paragraph (d), at the end, omit “and”;
- (b) in sub-paragraph (e), at the end, for the full stop substitute “; and”; and
- (c) after sub-paragraph (e), insert “(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 2 of standard condition 36.”.

12. With effect from 28 January 2013, paragraph 1 of Standard Condition 26 is modified by omitting, in sub-paragraph (d), “for the Supply of Electricity”.

13. With effect from 28 January 2013, Standard Condition 27 is modified as follows:

- (1) Omit “for the Supply of Electricity” in:
 - (a) paragraph 27.1;
 - (b) sub-paragraph (a) of paragraph 27.2;
 - (c) paragraph 27.5;
 - (d) sub-paragraph (a) of paragraph 27.6;
 - (e) paragraph 27.7;
 - (f) paragraph 27.9;
 - (g) sub-paragraphs (a)(ii) and (b)(ii) of paragraph 27.9A;
 - (h) paragraph 27.10;
 - (i) paragraph 27.11;
 - (j) paragraph 27.13; and
 - (k) the definition of “Credit” at the end of paragraph 27.16.
- (2) in paragraph 27.3, before “.” insert “or, where the premises are Green Deal Premises, in relation to Green Deal Charges”.
- (3) at the end of paragraph 27.13, before “).” insert “or, as the case may be, the relevant Green Deal Plan”.

14. With effect from 28 January 2013, Standard Condition 28 is modified by omitting "for the Supply of Electricity" in:

- (a) paragraph 28.1 and sub-paragraph (b)(ii) of paragraph 28.1;
- (b) sub-paragraph (c) of paragraph 28.1A;
- (c) the first line of paragraph 28.2 and in sub-paragraph (b) of paragraph 28.2; and
- (d) sub-paragraph (c) of paragraph 28.3.

15. With effect from 28 January 2013, Standard Condition 31 is modified by omitting "for the Supply of Electricity" in:

- (a) paragraph 31.1; and
- (b) sub-paragraph (b) of paragraph 31.6.

16. With effect from 1 August 2012, after Annex 2 of Schedule A to Standard Condition 34, insert:

"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 Supply 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, in accordance with the provisions of the Green Deal Arrangements Agreement, the validation of Green Deal Plans (from 14 January 2013) and the collection and remittance of Green Deal Charges (from 1 March 2013).

35.2 In performance of the obligation in paragraph 35.1 the licensee must also, for the period between 1 October 2012 and 1 March 2013, facilitate activities for the testing of business processes associated with the Central Charge Database, as appropriate to meet that obligation.

35.3 The data for the purposes of paragraph 35.1 shall include:

- (a) in relation to each Green Deal Premises, at least the following:
 - (i) an alphanumeric unique identification for the relevant Green Deal Plan;
 - (ii) the postcode;
 - (iii) the Meter Point Administration Number core (being the final 13 digits of that number);
 - (iv) the EPC UPRN and EPC Reference Number;

- (v) the name and address of the person who is to be treated as the bill payer for the purposes of Chapter 1 of Part 1 of the Energy Act in the circumstances referred to in regulation 6 of the Green Deal Regulations;
 - (vi) the identity of the Green Deal Provider and, if one exists, its nominee for the remittance of the Green Deal Charges;
 - (vii) financial details of the Green Deal Plan, including the amount of Green Deal Charge to be collected, the date Green Deal Charges will commence and the date that the final Green Deal Charge is expected to be payable under the Green Deal Plan; and
 - (viii) the Green Deal Electricity Savings, the Green Deal Gas Savings and the Green Deal Other Fuel Savings;
- (b) the bank account details of the relevant Green Deal Provider or its nominee or assignee for the remittance of the Green Deal Charges;
 - (c) details of a bank account (nominated jointly by Green Deal Licensees under the Green Deal Arrangements Agreement) for the receipt of administration fees charged to Green Deal Providers;
 - (d) bank account details of the relevant Green Deal Licensee for the receipt of payments reclaimed from Green Deal Providers; and
 - (e) other such details as the licensee thinks is reasonably necessary for the efficient operation of the database.

Condition 36. Not Used

Condition 37. Not Used

Condition 38. Not Used"

17. With effect from 28 January 2013, for "Condition 36. Not Used" substitute:

"Condition 36. Green Deal obligations

Application of this condition

36.1 This condition applies from 28 January 2013 and where the licensee is a Green Deal Licensee.

Green Deal Charge collection and remittance

36.2 The licensee must collect Green Deal Charges from Green Deal Bill Payers and remit such payments to Green Deal Providers (or their nominees or assignees), in accordance with this condition and the Green Deal Arrangements Agreement from 1 March 2013.

36.3 Where Green Deal Bill Payers pay Charges for the Supply of Electricity by way of Prepayment Meter, the obligation in paragraph 36.2 shall be replaced with an obligation to make payments to Green Deal Providers for Green Deal Charges that are due but which

have not been collected by the licensee, in accordance with this condition and the Green Deal Arrangements Agreement.

- 36.4 Where there is no Contract or Deemed Contract for the supply of electricity to Green Deal Premises, the licensee must, when it collects Green Deal Charges from the Green Deal Bill Payer, explain to him or her in Writing that such collection is made pursuant to s1(6) of the Energy Act 2011 and the conditions of this licence.

Information about costs

- 36.5 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 Charges 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; and
 - (c) any differences in the Charges for the Supply of Electricity resulting from the use of different payment methods for Green Deal Charges.
- 36.6 The Authority may direct the licensee to comply with paragraph 36.5 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.
- 36.7 The licensee is not required to comply with paragraph 36.5 if it could not be compelled to produce or give the Information in evidence in civil proceedings before a court.

Terms and conditions

- 36.8 Where the premises are Green Deal Premises then, in addition to the other requirements in this licence, each Contract and Deemed Contract must include a term explaining:
- (a) the licensee's obligation under paragraph 36.2; and
 - (b) that the licensee will only collect Green Deal Charges from the Customer that become payable after the date the supply of electricity by the licensee began (or, where the Customer was a Green Deal Bill Payer prior to being a Customer, a term explaining that the licensee will continue to collect Green Deal Charges).
- 36.9 The licensee must include a term in each Non-Domestic Supply Contract or Deemed Contract with a Green Deal Bill Payer who is a Non-Domestic Customer to provide that if that Contract or Deemed Contract is brought to an end, then:
- (a) he or she remains liable for all Non-Domestic Outstanding Charges that are Green Deal Charges which were payable during the period which starts with the date that Contract was entered into (or, where applicable, the date that Deemed

Contract began) and ends with the date on which that Contract or Deemed Contract ends; and

- (b) where, after the Contract or Deemed Contract has ended, he or she is still the Green Deal Bill Payer for the purposes of the Green Deal Regulations, he or she will still remain liable under the Green Deal Regulations for the Green Deal Charges.

Payment method and frequency of billing

- 36.10 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 Charges from that Customer.
- 36.11 Where a Green Deal Bill Payer who is not a Customer requests receipt of Bills before paying Green Deal Charges, the licensee must send that Green Deal Bill Payer a Bill in relation to his Green Deal Charges at intervals of not more than 3 months.

Direct Debit payments

36.12 Where:

- (a) a Customer who is a Green Deal Bill Payer pays Charges 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 Supply Contract);
- (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 must 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.

- 36.13 Paragraph 36.12 is without prejudice to the licensee's obligations in respect of a Domestic Customer by virtue of standard condition 27.

Interpretation

- 36.14 For the purposes of this condition "**Net Electricity Savings**" means the amount by which the Green Deal Electricity Savings (or, where available to the licensee, the Green Deal Electricity Savings as adjusted for the relevant Customer) exceeds the total annual Green Deal Charges (based on the daily amount of Green Deal Charges known to the licensee at the time).".

18. With effect from 28 January 2013, for "Condition 37. Not Used" substitute:

"Condition 37. Green Deal information requirements

Application of this condition

- 37.1 This condition applies from 28 January 2013 and where the licensee is a Green Deal Licensee.

Bills and statements of account

- 37.2 The licensee must, on each Bill and statement of account sent to a Green Deal Bill Payer who is a Domestic Customer:

- (a) specify:
 - (i) the relevant Green Deal Charge payable together with its associated Unique Identifier, on the same side of the page where the relevant Charges for the Supply of Electricity are specified; or
 - (ii) the aggregate Green Deal Charge payable, on the same side of the page where the relevant Charges for the Supply of Electricity are specified and (elsewhere) each Green Deal Charge together with its associated Unique Identifier;
- (b) notify that Green Deal Bill Payer, on the same side of the page where the Green Deal Charge is specified, that he or she is liable to pay Green Deal Charges and that financial savings on consumption from gas or other fuel sources may arise under bills for those sources;
- (c) where paragraph 37.3 applies, 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; and
- (d) include details of where that Green Deal Bill Payer can find impartial advice and information about his or her Green Deal Plan(s) (and such details shall include a telephone number and website address for the provider of such impartial advice).

- 37.3 This paragraph applies where:

- (a) the licensee supplies a Green Deal Bill Payer with electricity;
- (b) the licensee or an Affiliate also supplies that Green Deal Bill Payer with gas under a Gas Supply Licence; and
- (c) that Green Deal Bill Payer is treated by the licensee, and where appropriate, the Affiliate, as being supplied under a single account for both the supply of electricity and gas.

- 37.4 The licensee must, on each Bill and statement of account sent to a Green Deal Bill Payer who is a Non-Domestic Customer:

- (a) specify the relevant Green Deal Charge payable together with its associated Unique Identifier, on the same Bill or statement of account where the relevant Charges for the Supply of Electricity are specified;
- (b) notify that Green Deal Bill Payer that he or she is liable to pay Green Deal Charges and that financial savings on consumption from gas or other fuel sources may arise under bills for those sources; and

- (c) include details of where that Green Deal Bill Payer can find impartial advice and information about his or her Green Deal Plan(s) (and such details shall include a telephone number and website address for the provider of such impartial advice).
- 37.5 The licensee must, for each Green Deal Bill Payer that pays Charges by regular direct debit payments of a fixed amount (which amount may be varied from time to time in accordance with the relevant Contract or, as the case may be, the relevant Green Deal Plan), send a statement of account to that Green Deal Bill Payer at intervals of not more than 7 months.
- 37.6 The licensee must, for each Green Deal Bill Payer that pays Charges through a Prepayment Meter send a notification to that Green Deal Bill Payer at intervals of not more than 6 months:
- (a) informing him that the premises are Green Deal Premises;
 - (b) informing him of the weekly amount of his Green Deal Charges;
 - (c) setting out information on how Green Deal Charges are collected through Prepayment Meters; and
 - (d) including details of where he can find impartial advice and information about his Green Deal Plan(s) (and such details shall include a telephone number and website address for the provider of such impartial advice).

Annual Statements

- 37.7 The licensee must, from 1 March 2013, provide the following information to every Green Deal Bill Payer who is a Domestic Customer once in every 12 month period, on the same side of a page:
- (a) an estimate of the total annual Green Deal Charges based on the daily amount of Green Deal Charges known to the licensee at the time the relevant Annual Statement is prepared, and taking into account any forthcoming expiry of the Green Deal Plan that the licensee is aware of;
 - (b) an estimate of the total annual cost in pounds sterling of the quantity of electricity supplied to the Customer's Premises based on the quantity of electricity supplied to those premises during the previous 12 months (with such estimate to be specified either through compliance with the requirement under paragraph (b)(ii) of standard condition 31.A.4 or replicated for the purposes of this paragraph);
 - (c) where paragraph 37.3 applies, an estimate of the total annual cost in pounds sterling of the quantity of gas supplied to the Customer's Premises based on the quantity of gas supplied to those premises during the previous 12 months;
 - (d) the Green Deal Electricity Savings, the Green Deal Gas Savings and the Green Deal Other Fuel Savings (except, in each case, where the amount is zero); and
 - (e) details of where the Customer can find impartial advice and information about its Green Deal Plan(s) (and such details shall include a telephone number and website address for the provider of such impartial advice).

- 37.8 Where there is more than one Green Deal Plan for an Electricity Account Number and the Green Deal Bill Payer is a Domestic Customer, each Annual Statement must include the information in sub-paragraph 37.7(a) for each Green Deal Plan and identify each Green Deal Plan with the Unique Identifier.

Notice of Green Deal Charge arrears

- 37.9 Subject to paragraph 37.10, if a Green Deal Bill Payer either pays Charges following receipt of a Bill or by way of regular payments of a fixed amount (which amount may be varied from time to time in accordance with the relevant Contract or, as the case may be, the relevant Green Deal Plan):
- (a) and is required to have paid at least two Green Deal Charges to the licensee by a particular time;
 - (b) the total sum paid under the Green Deal Plan to the licensee is less than the total sum that is required to have been paid to the licensee before that time; and
 - (c) the amount of the shortfall is no less than the sum of the last two Green Deal Charges which he is required to have made before that time,

the licensee must within 14 days of a second consecutive Green Deal Charge not being paid to the licensee give that Green Deal Bill Payer a Green Deal Arrears Notice unless a Green Deal Arrears Notice has already been given in the last 6 months, and, after the giving of a Green Deal Arrears Notice, the licensee must give further Green Deal Arrears Notices at intervals of not more than 6 months until such time as the provisions in sub-paragraphs 37.9(a), (b) and (c) cease to apply.

- 37.10 Paragraph 37.9 shall not apply if either:

- (a) a binding decision of the Green Deal 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 37.9 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) Green Deal Bill Payer has ceased to be liable to pay the electricity bills for the premises accruing from time to time; and
 - (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 Green Deal Charge arrears from that person.

- 37.11 Where the licensee gives a Green Deal Bill Payer a Green Deal Arrears Notice under paragraph 37.9 and the Green Deal Arrears Notice is incorporated within another Written notice given to that Green Deal Bill Payer, the Green Deal Arrears Notice must be given adequate prominence.

- 37.12 Where the licensee gives a Green Deal Bill Payer a Green Deal Arrears Notice under paragraph 37.9 the licensee must:

- (a) include a copy of the current arrears information sheet prepared by the Office of Fair Trading under Section 86A of the Consumer Credit Act 1974 together with an explanation of how the information applies in the case of Green Deal Charge arrears; and
- (b) inform the Green Deal Bill Payer that the Green Deal Bill Payer may request a breakdown of the arrears and, if so requested, the licensee must provide such a breakdown within 15 working days of the request.

Central Charge Database information

37.13 The licensee must provide, in a timely and efficient manner, such data contained in the Central Charge Database maintained in accordance with paragraph 1 of standard condition 35 as is reasonably required and requested:

- (a) to any person identified in the Green Deal Arrangements Agreement as being an appropriate person to receive such data;
- (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; and
- (c) to the Secretary of State.

37.14 The licensee must, in conjunction and co-operation with all Green Deal Licensees, procure that data relating to any Green Deal Gas Savings 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 19C of its Gas Supply Licence.

Interpretation

37.15 For the purposes of this condition:

"Data Transfer Catalogue" has the meaning given in the Master Registration Agreement.

"Electricity Account Number" has the meaning given in the Data Transfer Catalogue.

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

"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 of Green Deal Charges to the licensee;
- (b) a form of wording encouraging the Green Deal Bill Payer to discuss the state of his account with the licensee;
- (c) the date and the licensee's name and relevant telephone number, postal address and email address;
- (d) details of where that Customer can find impartial advice and information about its Green Deal Plan(s) (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;
- (f) the amount of the Green Deal Charges arrears which gave rise to the duty to give the Notice; and
- (g) the amount of any Green Deal Charges arrears which are still outstanding and which were the subject of any previous Notice.

"Green Deal Ombudsman" has the meaning given in the Green Deal Regulations.

"Unique Identifier" means the unique identification referred to in paragraph 2(a)(i) of standard condition 35."

19. With effect from 1 October 2012, for "Condition 38. Not Used" substitute:

"Condition 38. Green Deal Arrangements Agreement"

Application of this condition

38.1 This condition applies from 1 October 2012 and 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 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 or continuity 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 Charges from Green Deal Bill Payers and the remittance of such payments to Green Deal Providers (or their nominees or assignees);

- (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 Charges from Green Deal Bill Payers and the remittance of such payments to Green Deal Providers (or their nominees or assignees);
- (c) provisions to facilitate, and procedures and practices to be followed by the parties, for the entry of data relating to Green Deal Plans onto the Central Charge Database and validation of such data;
- (d) provisions to facilitate, and procedures and practices to be followed by the parties, for the provision of information relating to Green Deal Charges;
- (e) provisions to allow a Green Deal Licensee to charge the Green Deal Provider an administration fee (as calculated with the approval of the Secretary of State) for the collection and remittance of Green Deal Charges to the Green Deal Provider;
- (f) provisions for the resolution of disputes arising under the GDAA and between parties to the GDAA;
- (g) procedures for the Amendment of such provisions of the GDAA including procedures which only allow amendment of the GDAA with the Authority's and/or the Secretary of State's prior approval;
- (h) provisions that set out its objective; 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 Charges 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."

Date

28/6/2012



Edward Davey
Secretary of State
Department of Energy and Climate Change