

HEAT NETWORK AUTHORISATION CONDITIONS

CONSULTATION APPENDIX DRAFT

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Condition Title: Interpretation**Condition Number: [01]****Introduction to condition**

This condition sets out the interpretation provisions that apply to the heat network authorisation and authorisation conditions.

Proposed text of condition**General rules of interpretation**

- 1.1. Unless the context otherwise requires, any word or expression defined in the Energy Act 2023 or the Regulations has the same meaning when used in the heat network authorisation or the authorisation conditions.
- 1.2. Unless the context otherwise requires, references in the authorisation conditions to a provision of any enactment where after the launch date:
 - 1.2.1. the enactment has been replaced or supplemented by another enactment; and
 - 1.2.2. such enactment incorporates a corresponding provision in relation to fundamentally the same subject matter,
 shall be construed as including a reference to the corresponding provision of that other enactment.
- 1.3. Unless the context otherwise requires, any reference in the authorisation conditions to guidance, an industry code, an agreement or a statement is a reference to that guidance, code, agreement or statement as modified, supplemented, transferred, novated or replaced 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.
- 1.4. The heading or title of any section, authorisation condition, schedule, paragraph or sub-paragraph in the authorisation conditions is for convenience only and does not affect the interpretation of the text to which it relates.
- 1.5. Unless the context otherwise requires, any reference in an authorisation condition to a paragraph or sub-paragraph or part is a reference to it in that authorisation condition.
- 1.6. Any reference in the authorisation conditions to any other provision of the authorisation conditions is to be read, if the authorisation conditions are subsequently modified, as a reference (so far as the context permits) to the corresponding provision of the authorisation conditions as modified.

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- 1.7. The words “include”, “including”, and “in particular” where they occur in any provision of the heat network authorisation are to be read without limitation to the generality of the preceding words.
- 1.8. Unless the context or an authorisation condition otherwise requires,
 - 1.8.1. words and expressions referencing the masculine gender include the feminine;
 - 1.8.2. words and expressions referencing the feminine gender include the masculine;
 - 1.8.3. words and expressions in the singular include the plural and words and expressions in the plural include the singular.
- 1.9. Unless the context otherwise requires, any reference in an authorisation condition:
 - 1.9.1. to a “supply” is to be read as being a reference to a supply of heating, cooling or hot water;
 - 1.9.2. to a “supply of heating, cooling or hot water” is to be read as being applicable to whichever of heating, cooling and/or hot water is being supplied or (as the context requires) capable of being supplied to a Consumer;
 - 1.9.3. to a “supply” or a “supply of heating, cooling or hot water” is to be read as being a reference to a supply by means of a relevant heat network;
 - 1.9.4. to a relevant heat network is to be read as including a reference to a relevant part, where applicable;
 - 1.9.5. to the “regulated activity of operating” or to the “regulated activity of supplying” is to be read as meaning the regulated activity within the meaning of regulation 13.1(a) of the Regulations or regulation 13.1(b) of the Regulations, as applicable, and references to “suppliers” or “operators” are to be construed accordingly;
 - 1.9.6. to an “operator” includes a person who is taken to operate a relevant heat network but only in respect of the relevant part in accordance with regulation 13(4)(b) of the Regulations, and similar expressions to any of the above shall be construed accordingly.

Performance of obligations

- 1.10. Where any obligation in the authorisation conditions is required to be performed by a specified date or time or within a specified period and the authorised person has failed to do so, the 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 authorised person in relation to its failure.

Specific application of powers

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1.11. Unless a contrary intention appears, any power of the Authority under any provision of the authorisation conditions:

1.11.1. to give a direction, consent, derogation, approval or designation is a power:

- (a) 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
- (b) to revoke or amend it (after consulting with the authorised person) or give it again under that power; and

1.11.2. to make a determination or a decision is a power:

- (a) to make it subject to such conditions as the Authority thinks reasonable in all the circumstances of the case; and
- (b) to make it again under that power.

1.12. Any direction, consent, derogation, determination, approval, designation, decision or other instrument given or made by the Authority in connection with a heat network authorisation or an authorisation condition will be in Writing.

Date to be specified

1.13. In each case in which the Authority may specify a date under the authorisation conditions of the heat network authorisation, it may specify:

- 1.13.1. that date; or
- 1.13.2. the means by which that date is to be determined.

Continuing effect

1.14. Anything done under or because of an authorisation condition, which is in effect immediately before that authorisation condition is modified, has continuing effect for so long as it is permitted or required by or under the modified authorisation condition.

1.15. Without prejudice to the generality of paragraph [1.14], every direction, consent, determination, designation, approval, decision or other instrument given or made by the Authority in relation to an authorisation condition, which is in effect immediately before that authorisation condition is modified, has continuing effect for so long as it is permitted or required by or under the modified authorisation condition.

Service of notices

1.16. The provisions of Schedule 1 of the Regulations (Service of notices, etc. by the Regulator) shall have effect as if set out herein and as if:

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1.16.1. for the words ‘these Regulations’ there were substituted the words ‘the heat network authorisation conditions’; and

1.16.2. for the words ‘the Regulator’ there were substituted the words ‘the Authority’.

Application of this authorisation condition

1.17. This authorisation condition applies save to the extent that a given authorisation condition provides otherwise.

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Condition Title: Supplier Standards of Conduct**Condition Number: [02]****Introduction to condition**

This condition obliges authorised persons who carry on the regulated activity of supplying heating, cooling or hot water by means of a relevant heat network to achieve, and ensure its Representatives achieve, certain standards of conduct when carrying out any activities which involve, or otherwise relate to, dealings with Consumers and/or occupants of a Domestic Premises. These Supplier Standards of Conduct include a general requirement to behave and carry out any action in a Fair manner.

Proposed text of condition**Consumer Objective for Suppliers**

- 2.1. The objective of this condition is for the authorised person and any Representative to ensure that:
- 2.1.1. each person who is a Consumer of, and/or an occupant of a Domestic Premises which is supplied by, the authorised person; and
 - 2.1.2. insofar as affected (or capable of being affected) by its activities, each person who is a Consumer of, and/or an occupant of a Domestic Premises which is supplied by, another authorised person by means of a relevant heat network connected directly or indirectly to the relevant heat network by means of which the authorised person supplies heating, cooling or hot water,
- is treated Fairly ("the Consumer Objective for Suppliers").

Achieving the Supplier Standards of Conduct

- 2.2. The authorised person must achieve, and must ensure that its Representatives achieve, the Supplier Standards of Conduct in a manner consistent with the Consumer Objective for Suppliers.
- 2.3. The Supplier Standards of Conduct are that the authorised person and any Representative:
- 2.3.1. behave and carry out any actions in a Fair, honest, transparent, appropriate and professional manner;
 - 2.3.2. provide information (whether in Writing or orally) to each of its Consumers which:
 - (a) is complete, accurate and not misleading (in terms of the information provided or omitted);

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- (b) is communicated (and, if provided in Writing, drafted) in plain and intelligible language with more important information being given appropriate prominence;
 - (c) relates to products or services which are appropriate to the Consumer to whom it is directed;
 - (d) in terms of its content and in terms of how it is presented, does not create a material imbalance in the rights, obligations or interests of the authorised person and the Consumer in favour of the authorised person; and
 - (e) is sufficient to enable the Consumer to make informed choices about their supply of heating, cooling or hot water by means of a relevant heat network by the authorised person;
- 2.3.3. in relation to customer service arrangements:
- (a) make it easy for a Consumer to contact the authorised person;
 - (b) act promptly and courteously to put things right when the authorised person or any Representative makes a mistake; and
 - (c) otherwise ensure that customer service arrangements and processes are complete, thorough, fit for purpose and transparent;
- 2.3.4. in relation to any of its Consumers and/or any occupant of a Domestic Premises which it supplies who is in a Vulnerable Situation (where applicable):
- (a) seek to identify each such person, in a manner which is effective and appropriate, having regard to the interests of that person;
 - (b) when applying the Supplier Standards of Conduct in paragraphs [2.3.1] to [2.3.3] above, do so in a manner which takes into account any Vulnerable Situation of the relevant person identified in accordance with [(a)] above or otherwise; and
 - (c) provide any additional support required to ensure that they have access to necessary services and information, including (where applicable) the services referred to in authorisation condition [15] (Priority Services Register).
- 2.3.5. communicates proactively with its Consumers to provide them with regular and timely updates about any maintenance work or other events or changes in service which may cause an outage in respect of or other disruption to the supply to them of heating, cooling or hot water;
- 2.3.6. actively engages with Consumers to understand their needs and expectations and keep them appropriately informed about matters which may impact on the supply to them of heating, cooling or hot water, including:
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- (a) seeking feedback on satisfaction with customer service arrangements;
 - (b) seeking feedback on proposed decision-making that may have a significant impact on Consumers, including decision-making on matters that:
 - i. may have long-term implications for the supply to them of heating, cooling or hot water; and/or
 - ii. that relate to decarbonisation or retrofitting of the applicable relevant heat network and/or its connection to other relevant heat networks; and
 - (c) being transparent about how any change to infrastructure which forms part of the applicable relevant heat network and/or any other relevant heat network may impact pricing and/or service delivery;
- 2.3.7. provides such information and co-operation to another authorised person as may reasonably be requested in order that any such other authorised person is able to effectively and efficiently carry out or fulfil obligations imposed on it by or under the Regulations or the authorisation conditions;
- 2.3.8. ensures that it has appropriate resources and processes in place to enable effective co-operation with any other authorised person whose regulated activities may be affected by its regulated activities; and
- 2.3.9. without prejudice to the generality of paragraphs [2.3.7] and [2.3.8], where a Complaint is referred to the authorised person by another authorised person (being the authorised person with responsibility under its authorisation conditions for acting as the single point of contract in relation to the Complaint in question), the authorised person must use all reasonable endeavours to fully investigate and resolve the relevant Complaint in an efficient and timely manner in co-operation with the referring authorised person (and any other authorised person where relevant) and in accordance with the referring authorised person's Complaints Handling Procedure.

Scope of condition

- 2.4. If there is any conflict or inconsistency between this authorisation condition and another authorisation condition (including authorisation condition [4] (Fair Pricing)) which deals with a specific aspect of the Fair treatment of persons who are Consumers and/or occupants of a Domestic Premises, the latter will take priority.

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Condition Title: Operator Standards of Conduct**Condition Number: [03]****Introduction to condition**

This condition obliges authorised persons who carry on the regulated activity of operating a relevant heat network to achieve certain standards of conduct when carrying out any activities which are likely to have an impact, directly or indirectly, on Consumers and/or occupants of Domestic Premises. These Operator Standards of Conduct include a general requirement to behave and carry out any action in a Fair manner.

Proposed text of condition**Consumer Objective for Operators**

- 3.1. The objective of this condition is for the authorised person to ensure that:
- 3.1.1. each person who is a Consumer in relation to, and/or an occupant of a Domestic Premises which is connected to, a relevant heat network which the authorised person operates; and
 - 3.1.2. insofar as affected (or capable of being affected) by its activities, each person who is a Consumer in relation to, and/or an occupant of a Domestic Premises which is connected to, a relevant heat network which the authorised person operates, is treated Fairly (“the Consumer Objective for Operators”).

Achieving the Operator Standards of Conduct

- 3.2. The authorised person must ensure it achieves the Operator Standards of Conduct in a manner consistent with the Consumer Objective for Operators.
- 3.3. The Operator Standards of Conduct are that the authorised person:
- 3.3.1. behaves and carries out any actions in a Fair, honest, transparent, appropriate and professional manner;
 - 3.3.2. provides such information and co-operation to another authorised person as may reasonably be requested in order that any such other authorised person is able to effectively and efficiently carry out or fulfil obligations imposed on it by or under the Regulations or the authorisation conditions;
 - 3.3.3. ensures that it has appropriate resources and processes in place to enable effective co-operation with any other authorised person whose regulated activities may be affected by its regulated activities; and

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- 3.3.4. without prejudice to the generality of paragraphs [3.3.2] and [3.3.3], where a Complaint is referred to the authorised person by another authorised person (being the authorised person with responsibility under its authorisation conditions for acting as the single point of contract in relation to the Complaint in question), the authorised person must use all reasonable endeavours to fully investigate and resolve the relevant Complaint in an efficient and timely manner in co-operation with the referring authorised person (and any other authorised person where relevant) and in accordance with the referring authorised person's Complaints Handling Procedure.

Scope of condition

- 3.4. If there is any conflict or inconsistency between this authorisation condition and another authorisation condition (including authorisation condition [4] (Fair Pricing)) which deals with a specific aspect of the Fair treatment of persons who are Consumers and/or occupants of a Domestic Premises, the latter will take priority.

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Condition Title: Fair Pricing**Condition Number: [04]**

Introduction to condition

This condition imposes an obligation on each authorised person to ensure that the charges it imposes are fair and are not disproportionate.

The condition will be interpreted in accordance with guidance published by the Authority.

Proposed text of condition

- 4.1. An authorised person must ensure that the charges it imposes are fair and are not disproportionate.
- 4.2. This authorisation condition shall be interpreted in accordance with guidance published by the Authority.
- 4.3. Before this authorisation condition [4] comes into force, the Authority shall publish the guidance referred to in paragraph [4.2].
- 4.4. The guidance referred to in paragraph [4.2] shall:
 - 4.4.1. make provision about how the Authority is to determine; and
 - 4.4.2. give examples of some of the methods that may be used by the Authority to determine, whether charges are fair and not disproportionate.
- 4.5. Before the Authority publishes the guidance referred to in paragraph [4.2] the Authority shall consult:
 - 4.5.1. authorised persons; and
 - 4.5.2. such other persons as the Authority thinks it appropriate to consult.
- 4.6. The Authority may from time to time revise the guidance referred to in paragraph [4.2] and before issuing any such revised guidance the Authority shall consult such persons as specified in paragraph [4.5] setting out the text of, and the reasons for, the proposed revisions.

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Condition Title: Ongoing Fit and Proper Requirement**Condition Number: [05]****Introduction to condition**

This condition closely follows the precedent set by the electricity and gas supply Standard Licence Condition (SLC) 4C and sets out the requirement that all individuals with Significant Managerial Responsibility or Influence must be fit and proper using the given criteria.

Work by Ofgem is currently underway to review the requirements under electricity and gas supply SLC 4C to consider whether there are any improvements that should be made and consulted upon. The heat networks team will consider the outcome of any consultation in due course and may then bring forward amendments to this condition to reflect any changes made.

Proposed text of condition

- 5.1. The authorised person must not appoint or have in place a person in a position of Significant Managerial Responsibility or Influence who is not a fit and proper person to occupy that role.
- 5.2. The authorised person must:
 - 5.2.1. have in place and maintain robust processes, systems and governance to ensure that any person holding a position of Significant Managerial Responsibility or Influence at the authorised person is fit and proper to occupy that role; and
 - 5.2.2. carry out regular assessments on such person(s) to ensure that they remain fit and proper to occupy that role.
- 5.3. In complying with paragraphs [5.1] to [5.2], the authorised person must have regard to and take account of all relevant matters including, whether the individual has:
 - 5.3.1. been responsible for, contributed to or facilitated any serious misconduct or mismanagement (whether unlawful or not) in the course of carrying out an activity that is regulated in any sector (or, providing a service elsewhere which, if provided in Great Britain, would be such an activity);
 - 5.3.2. any relevant unspent criminal convictions in any jurisdiction in particular fraud or money laundering;
 - 5.3.3. any insolvency history, including undischarged bankruptcy debt judgements and County Court judgments;

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- 5.3.4. been disqualified from acting as a director of a company;
 - 5.3.5. been a person with Significant Managerial Responsibility or Influence at a current or former Gas Supplier or Electricity Supplier in respect of whose Customers' premises the Authority issued a Last Resort Supply Direction (including where they were a person with Significant Managerial Responsibility or Influence at that supplier within the 12 months prior to the Last Resort Supply Direction being issued);
 - 5.3.6. been a person with Significant Managerial Responsibility or Influence at a current or former authorised person or Relevant Energy Licensee in relation to whom a Special Administration Order has been made (including where they were a person with Significant Managerial Responsibility or Influence at that current or former authorised person or Relevant Energy Licensee within the 12 months prior to the Special Administration Order being made);
 - 5.3.7. been a relevant person in respect of premises to which an appropriate tribunal has appointed a manager under section 24 or 24ZA of the Landlord and Tenant Act 1987;
 - 5.3.8. been identified on a database of rogue landlords and property agents established under section 28 of the Housing and Planning Act 2016;
 - 5.3.9. owned or managed premises made the subject of a Relevant Order under the Housing Act 2004;
or
 - 5.3.10. been refused, had revoked (in whole or in part), restricted or terminated any form of authorisation, or had any disciplinary, compliance, enforcement or regulatory actions taken by any regulatory body in any jurisdiction whether as an individual, or in relation to a business in which that person held Significant Managerial Responsibility or Influence.
- 5.4. The authorised person must give particular regard to circumstances in which the relevant person has a background in the energy sector or the housing sector in Great Britain and the previous actions of that person resulted in or contributed towards significant consumer or market detriment.

Condition Title: Provision of Information and reasoned comments to the Authority**Condition Number: [06]****Introduction to condition**

This condition sets out the requirement on the authorised person to comply with a request from the Authority for information.

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Given the market segmentation in heat networks and the need to remain flexible in approach to information gathering, it is anticipated that the Authority will use this condition to issue requests for information, including enduring requests.

Proposed text of condition

Provision of Information to Authority

- 6.1. After receiving a request from the Authority for Information that it considers may be necessary or expedient for the performance of any of its functions, the authorised person must give that Information to the Authority.
- 6.2. The Information provided by the authorised person pursuant to paragraph [6.1] must be provided:
 - 6.2.1. in the Form requested;
 - 6.2.2. in the manner and by the means requested;
 - 6.2.3. at such time, or such intervals of time, as requested; and
 - 6.2.4. in accordance with any applicable guidance issued by the Authority and referred to in the request.
- 6.3. The authorised person is not required to comply with paragraph [6.1] if the authorised person could not be compelled to produce or give the Information in evidence in civil proceedings before a court.
- 6.4. The Authority's power to request Information under this condition is additional to its powers to call for Information under or pursuant to any other condition or the Regulations.

Provision of reasoned comments to the Authority

- 6.5. After receiving a request from the Authority for reasoned comments on the accuracy and text of any Information which the Authority proposes to publish under regulation 12 of the Regulations, the authorised person must give such comments to the Authority when and in the Form requested.

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Condition Title: Principles relating to conduct and being open and cooperative**Condition Number: [07]**

Introduction to condition

This condition reflects the ‘open and cooperative’ licence condition included in electricity and gas supply licences, but also introduces a new ‘conduct’ principle which reflects the need for newly regulated persons to take appropriate steps to comply with the new regulations.

Proposed text of condition**Principle to be open and cooperative**

- 7.1. The authorised person must be open and cooperative with the Authority.
- 7.2. In complying with paragraph [7.1], the authorised person must disclose to the Authority in writing or orally any circumstance relating to the authorised person of which the Authority would reasonably expect notice in order to perform its statutory functions, particularly actions or omissions that give rise to a likelihood of detriment to heat network consumers. Such disclosure should be made as soon as the circumstance arises or the authorised person becomes aware of an increased likelihood of it arising.
- 7.3. The authorised person is not required to comply with paragraphs [7.1] and [7.2] if the authorised person could not be compelled to produce or give the information in evidence in civil proceedings before a court.

Conduct principle

- 7.4. The authorised person must at all times act in a manner that will enable it to comply in all respects with obligations imposed on it by or virtue of the Energy Act 2023 or the Regulations, including those imposed by the authorisation conditions, including by:
 - 7.4.1. having appropriate internal resource;
 - 7.4.2. taking all reasonable steps to identify where there may be a risk of the authorised person contravening any relevant condition or requirement and taking such action as is requisite to mitigate such risks and to ensure that any regulated activity it carries on is conducted in such a way as can reasonably be expected to lead to compliance with the authorisation conditions;
 - 7.4.3. establishing and operating appropriate systems and processes and having a designated point of contact for liaising with the Authority; and
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- 7.4.4. having regard to any guidance issued by the Authority on any authorisation condition, as such guidance may be revised from time-to-time.

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Condition Title: Independent Audits**Condition Number: [08]****Introduction to condition**

This condition obliges an authorised person to accede to, and cooperate with, an independent audit. The Authority can appoint the auditor directly or require the authorised person to do so.

Proposed text of condition**Commissioning of Independent Audit**

- 8.1. Where the Authority determines that the performance of any functions given or transferred to it by or under any legislation makes it necessary or expedient that the authorised person be audited by an independent auditor it may:
 - 8.1.1. require the authorised person to commission an Independent Audit; or
 - 8.1.2. appoint an Independent Auditor to carry out an Independent Audit of the authorised person.
- 8.2. If required to commission an Independent Audit under paragraph [8.1.1] the authorised person must:
 - 8.2.1. commission the Independent Audit without delay in accordance with the request, including any terms of reference supplied by the Authority; and
 - 8.2.2. provide to the Authority, in the Form requested by the Authority and by the date set by the Authority, a copy of the full audit report.

Cooperation with Independent Audit and the Authority

- 8.3. The authorised person must:
 - 8.3.1. cooperate fully with any Independent Audit commissioned, or Independent Auditor appointed, under this condition; and
 - 8.3.2. take all reasonable steps to ensure that its Affiliates cooperate fully with that Independent Audit or Independent Auditor, so as to enable and facilitate the carrying out of the Independent Audit.
- 8.4. This condition does not require the production of any information that the authorised person could not be compelled to produce or give in evidence in civil proceedings before a court.
- 8.5. The authorised person must ensure that:

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- 8.5.1. without prejudice to its duty to provide a copy of the report to the Authority by the date set by the Authority, each report prepared in accordance with paragraph [8.2] is considered by appropriate members of its senior management team within four weeks of the report being provided by the Independent Auditor to the authorised person; and
- 8.5.2. it keeps a documentary record of the decisions made and actions taken by it in response to that report.

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Condition Title: Heat Supply Contracts

Condition Number: [09]

Introduction to condition

This condition sets out the obligations on authorised persons to supply heating, cooling or hot water by means of the relevant heat network following a request from a Relevant Consumer. It sets out certain exceptions to that requirement and describes the requirements for heat supply contracts.

Proposed text of condition

Obligation to supply

- 9.1. Subject to paragraph [9.4], within a reasonable period of time after receiving a request from a Relevant Consumer for a supply of heating, cooling or hot water by means of a relevant heat network, where the authorised person is authorised or would be treated as authorised to supply heat network consumers by means of that relevant heat network, the authorised person must offer to enter into a Relevant Supply Contract with that Relevant Consumer for the requested supply except where a Relevant Lease applies or will apply to the supply.
- 9.2. Subject to paragraph [9.4], if the Relevant Consumer accepts the terms of the Relevant Supply Contract offered to them under paragraph [], the authorised person must supply the Relevant Consumer in accordance with that Relevant Supply Contract and any other requirements of the authorisation conditions.
- 9.3. Where a Relevant Consumer is supplied pursuant to a Relevant Lease, the authorised person must comply with any housing legislation that applies in relation to the terms of such supply.

Exceptions to authorised person's obligations to supply

- 9.4. The authorised person is not required to comply with the obligations set out in paragraphs [9.1] or [9.2] in any of the following circumstances:
 - 9.4.1. the Relevant Consumer's premises are not connected to the applicable relevant heat network;
 - 9.4.2. supplying the relevant heating, cooling or hot water by means of the applicable relevant heat network to the Relevant Consumer's premises would, or might,
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involve danger to the public and/or property, provided that the authorised person has taken all reasonable steps to prevent such danger from occurring;

9.4.3. it is not reasonable in all the circumstances of the case for the authorised person to supply the relevant heating, cooling or hot water to the Relevant Consumer's premises, provided that, if it is already supplying the relevant heating, cooling or hot water to those premises, it has given at least seven (7) Working Days' notice of its intention to stop doing so; or

9.4.4. the authorised person requires the Relevant Consumer to pay a Security Deposit and they do not do so, except if that deposit is in breach of any of the requirements of authorisation condition [16] (Security Deposits, Payment Difficulties, Disconnections and Direct Debits).

Notification of terms and provision of information

9.5. Before the authorised person enters into a Relevant Supply Contract or, where applicable, a Relevant Lease that will apply to the supply of heating, cooling or hot water, the authorised person must bring the following information to the attention of the Relevant Consumer and ensure that the following information is communicated in plain and intelligible language:

9.5.1. a statement to the effect that the authorised person is seeking to enter into a legally binding arrangement with the Relevant Consumer in relation to the supply of heating, cooling or hot water; and

9.5.2. the Principal Terms of the proposed Relevant Supply Contract or Relevant Lease, insofar as they relate to the supply of heating, cooling or hot water.

9.6. Each Relevant Supply Contract must:

9.6.1. be in Writing;

9.6.2. drafted in plain and intelligible language; and

9.6.3. be set out in a single pack (consisting of one or more documents) and not incorporate any terms or conditions by reference to any Website or analogous resource.

9.7. Where the authorised person supplies a Relevant Consumer under a Relevant Supply Contract, the authorised person must provide that Relevant Consumer with a complete copy of the Relevant Supply Contract in a format that is accessible to the Relevant Consumer:

9.7.1. in Writing;

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- 9.7.2. at the outset of the supply;
 - 9.7.3. at any time a copy is requested by a Relevant Consumer within a reasonable period of time after receiving the request; and
 - 9.7.4. when any changes to such Relevant Supply Contract are sent to the Relevant Consumer by the authorised person.
- 9.8 If the authorised person supplies heating, cooling or hot water to a Consumer under a Deemed Contract, it must take all reasonable steps to provide that Consumer with:
- 9.8.1. the Principal Terms of the Deemed Contract; and
 - 9.8.2. notice that Supply Contracts, with terms that may be different from the terms of Deemed Contracts, may be available and of how information about such Supply Contracts may be obtained.
- 9.9 If a person requests a copy of a Deemed Contract that the authorised person has available, the authorised person must provide it to that person free of charge within a reasonable period of time after receiving the request.
- 9.10 Where a Relevant Consumer requests the authorised person to pass on its Historic Consumption Data either to that Relevant Consumer or to any other person, the authorised person shall comply with that request free of charge as soon as reasonably practicable.

Terms and Conditions: General

- 9.11 The authorised person must include in each Relevant Supply Contract, Relevant Lease or Deemed Contract (or, until such time as any existing Relevant Supply Contract, Relevant Lease or Deemed Contract has been updated, in a separate document provided to the Consumer):
- 9.11.1. all terms and conditions for the supply of heating, cooling or hot water including the Principal Terms;
 - 9.11.2. where applicable, a term separately identifying the Charges and the charges for any other good or service to be provided;
 - 9.11.3. relevant Billing Information;
 - 9.11.4. the identity and address and contact details of the authorised person. This must include various methods for Consumers to contact the authorised person including email, instant messaging, telephone or letter;
 - 9.11.5. details of the authorised person's Complaints Handling Procedure;

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- 9.11.6. details of services that will be provided by the authorised person directly or by any third parties, including operation, maintenance, metering, and billing services;
 - 9.11.7. where the services referred to in paragraph [9.11.6] are to be provided to the Relevant Consumer by multiple organisations, details of the breakdown of responsibility and which organisation will be responsible for providing the relevant service;
 - 9.11.8. key performance indicators of the heat network, including network efficiency;
 - 9.11.9. details of the means by which the Relevant Consumer can be provided with information on available tariffs and on changes to any Charges, including justifications;
 - 9.11.10. information concerning the Relevant Consumer's rights as regards the means of dispute settlement available to them in the event of a dispute with the authorised person, including how dispute resolution procedures can be initiated;
 - 9.11.11. where applicable, information on the availability of consumer advocacy from the Relevant Consumer Advice Body;
 - 9.11.12. information on the source of thermal energy and the environmental impacts of the operation of the relevant heat network;
 - 9.11.13. contact information, including where applicable Website addresses, for organisations from which information may be obtained on available energy efficiency improvement measures;
 - 9.11.14. details of the process by which a Relevant Consumer may request Historic Consumption Data;
 - 9.11.15. any other terms and conditions or requirements stated as required to be included in any Relevant Supply Contract, Deemed Contract or Relevant Lease, as applicable, in accordance with the authorisation conditions.
- 9.12 The authorised person must take all reasonable steps to ensure that the terms of each of its Deemed Contracts and Relevant Supply Contracts are not unduly onerous.
- 9.13 The authorised person must not include, enforce or take advantage of, any term of a Relevant Supply Contract or a Deemed Contract if:
- 9.13.1. the inclusion of that term is incompatible with the authorisation conditions; or
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- 9.13.2. the enforcement or the taking advantage of that term would be so incompatible.

Term and Termination

- 9.14 In relation to any Deemed Contract or Supply Contract with a Domestic Consumer, the authorised person must include a term that provides that the contract will end, in relation to the premises to which it applies, by no later than:
- 9.14.1. if the Domestic Consumer has notified the authorised person at least two (2) Working Days before the date on which it stops owning or occupying the premises, that date; or
 - 9.14.2. if the Domestic Consumer has stopped owning or occupying the premises without giving the authorised person such notification, the first to happen of the following:
 - (a) the end of the second Working Day after the Domestic Consumer has notified the authorised person that he has stopped owning or occupying the premises; or
 - (b) the date on which any other person begins to own or occupy the premises and takes a supply of heating, cooling or hot water by means of the applicable relevant heat network at those premises.
- 9.15 In relation to any Relevant Supply Contract or Deemed Contract, the authorised person must ensure that the notice period for termination by a Relevant Consumer is no longer than 30 Working Days.
- 9.16 In relation to any Deemed Contract, the authorised person must ensure that:
- 9.16.1. where a Consumer intends to be supplied with heating, cooling or hot water under a Supply Contract, the Deemed Contract will continue to have effect until the authorised person begins to supply such heating, cooling or hot water under a Supply Contract and no form of notice is required before a Consumer is able to enter into a Supply Contract in place of the Deemed Contract; and
 - 9.16.2. the Deemed Contract does not provide for any fixed term period or any termination fee to be payable by the Consumer.
- 9.17 The authorised person must not, and must ensure that its staff and any Representative do not, inform any Consumer that they are required to pay any termination fee, are subject to a fixed term period, or are required to give any form of notice before they are able to enter into a Supply Contract in place of the Deemed Contract.

Transitional Arrangements

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9.18 Where the authorised person supplies a Relevant Consumer pursuant to an existing Relevant Supply Contract, Deemed Contract or Relevant Lease, the authorised person must:

- 9.18.1. use all reasonable endeavours to vary the Relevant Supply Contract, Deemed Contract or Relevant Lease, as applicable, so that it meets the requirements imposed by this authorisation condition in relation to its terms; and
- 9.18.2. act, wherever appropriate, in its dealings with any Relevant Consumer as if the Relevant Supply Contract, Deemed Contract or Relevant Lease, as applicable, did meet the requirements imposed by this authorisation condition on its terms.

The Authority shall publish guidance on transitional arrangements relating to existing Relevant Supply Contracts, Deemed Contracts or Relevant Leases.

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Condition Title: Contract Changes Information (Notifications of Price Information and Disadvantageous Unilateral Variations)

Condition Number: [10]

Introduction to condition

This condition obliges authorised persons to provide notices to consumers prior to the event of a unilateral variation or increase to the charges, disadvantaging the consumer. Increases to the charges are permitted only once in any six-month period. The notices must contain the information detailed in this condition to enable consumers to understand what the change is and the consequences for them.

Proposed text of condition

- 10.1. The authorised person must ensure that each Relevant Consumer it supplies is provided with a Notice not less than thirty-one (31) days prior to the event of:
- 10.1.1. a Disadvantageous Unilateral Variation; or
 - 10.1.2. an increase in the Charges to the Relevant Consumer (including by making any reduction in the amount of a Discount that is applied to a Unit Rate or Standing Charge).
- each a '**Relevant Contract Change Notice**'.
- 10.2. The authorised person must not make any increase to the Charge for a Relevant Consumer more frequently than once in any six (6) month period during a Relevant Year.

Notices

- 10.3. Any Relevant Contract Change Notice must:
- 10.3.1. inform the Relevant Consumer:
 - (a) that they may end the relevant Supply Contract within a period of no longer than 30 days; and
 - (b) of the consequences of ending the Relevant Supply Contract, including that the Relevant Consumer may be subject to exclusions or other terms in relation to alternative energy supplies on or in relation to the relevant development and/or relevant premises;
 - 10.3.2. include a statement to the effect that value added tax (at the applicable rate) is included in any Charge which is subject to value added tax and that this may be different to the way any such Charge is displayed on a Bill or statement of account;
 - 10.3.3. display the Charge inclusive of value added tax at the applicable rate;
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- 10.3.4. be provided in a Form and at an appropriate time that is designed to prompt the Relevant Consumer to make an informed choice in light of the proposed change, leaving reasonable time for the Relevant Consumer to make an informed choice in relation to the change before it takes effect; and
- 10.3.5. contain information which is sufficient to enable the Relevant Consumer to understand:
- (a) the change, including the main reason(s) for the change;
 - (b) any potential implications (including any financial implications) of the change for the Relevant Consumer if no action is taken;
 - (c) when the change takes effect; and
 - (d) the Relevant Consumer's rights and available options relevant to the change.
- 10.4. In complying with paragraphs [10.1] and [10.3] the authorised person must take into account:
- 10.4.1. whether the Relevant Consumer is in a Vulnerable Situation; and
- 10.4.2. where appropriate, the Relevant Consumer's preferences for receiving Notices.
- 10.5. A Relevant Contract Change Notice must be provided to the Relevant Consumer separately from any other document (including a Bill, statement of account, or marketing material).

Exception to compliance with condition

- 10.6. The obligations in this authorisation condition do not apply to the authorised person in relation to a Relevant Consumer whose supply is subject to a Relevant Lease.

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CONSULTATION APPENDIX DRAFT

Condition Title: Complaints**Condition Number: [11]****Introduction to condition**

This condition sets out how authorised persons are required to receive, handle and record complaints from consumers. This condition also contains requirements on providing information to consumers on third-party support.

Proposed text of condition**Complaints Handling Procedure**

- 11.1. Where the authorised person supplies a Relevant Consumer, the authorised person must at all times have in place a Complaints Handling Procedure and comply with its terms in respect of each Complaint it receives.
- 11.2. The authorised person must when receiving and handling Complaints take into consideration a Relevant Consumer's situation, including if they are in a Vulnerable Situation and must take such additional steps as it considers necessary or appropriate with a view to, as appropriate, assisting that person and resolving the relevant Complaint in an appropriate and prompt manner.
- 11.3. The authorised person must provide its Complaints Handling Procedure to a Relevant Consumer in Writing before it enters into a Supply Contract with the Relevant Consumer and the authorised person must provide a copy of its Complaints Handling Procedure, free of charge, to any Relevant Consumer who requests a copy.
- 11.4. The authorised person must ensure that its Complaints Handling Procedure appears or is signposted at a prominent and accessible location in each building it supplies, on its Website (where appropriate), and/or on in-premises meter display units. The complaints handling procedure must also be sent to all Relevant Consumers in Writing not less than annually.
- 11.5 The Complaints Handling Procedure must:
 - 11.5.1 be in plain and intelligible language;
 - 11.5.2 allow for Complaints to be made by any reasonable means, including:
 - (a) orally (by telephone or in person at the authorised person's business premises);
 - (b) in Writing; and/or

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- (c) digitally;
- 11.5.3 allow for Complaints to be progressed through each stage of the Complaints Handling Procedure orally (by telephone or in person at the authorised person's business premises), in Writing and/or digitally;
- 11.5.4 describe the steps which the authorised person will take with a view to investigating and resolving a Complaint, including where that involves co-ordination with another authorised person, and the likely timescales for each of those steps;
- 11.5.5 provide for an internal review of an existing Complaint where a complainant indicates that they would like such a review to occur because they are dissatisfied with the handling of that Complaint;
- 11.5.6 inform a Relevant Consumer of the names and contact details of the main sources of independent help, advice and information that are available to them. For these purposes a source of help, advice and information shall be independent if it is independent of authorised persons, any Relevant Dispute Resolution Body and the Authority;
- 11.5.7 describe a Relevant Consumer's right to refer a Complaint to the Relevant Dispute Resolution Body:
- (a) on and from the point at which the authorised person formally notifies a Relevant Consumer that it is unable to resolve the Complaint to that Relevant Consumer's satisfaction; or
 - (b) after the expiry of the specified time period for resolving the Complaint;
- 11.5.8. set out the different remedies that may be available to a Relevant Consumer under the Complaints Handling Procedure in respect of a Complaint, which remedies must include:
- (a) an apology;
 - (b) an explanation;
 - (c) the taking of appropriate remedial action by the authorised person; and
 - (d) the award of compensation in appropriate circumstances.

Information to be provided to Relevant Consumers

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- 11.6 Where a Complaint has not become a resolved Complaint by the end of the first Working Day after the day the Complaint was first received by the authorised person, the authorised person must as soon as reasonably practicable (unless it has already done so in respect of the relevant Complaint):
- (a) direct the complainant to the Complaints Handling Procedure on its Website (where appropriate) or other suitable alternative; and
 - (b) offer to provide a copy of the Complaints Handling Procedure to the complainant free of charge.
- 11.7 If a Relevant Consumer reasonably requests that the information to be provided pursuant to paragraph [11.6] of this authorisation condition is delivered to them in a specific format, the authorised person must comply with such a request free of charge as soon as is reasonably practicable, having due regard to the Equality Act 2010 and a Relevant Consumer's Personal Characteristics.

Recording Complaints

- 11.8. Upon receipt of a Complaint the authorised person must record in an electronic format the following details:
- (a) the date that the Complaint was received;
 - (b) whether the Complaint was made orally, in Writing and/or digitally;
 - (c) the identity and contact details of the Relevant Consumer making the Complaint or on whose behalf the Complaint is made;
 - (d) the account details of the Relevant Consumer making the Complaint or on whose behalf the Complaint is made;
 - (e) a summary of the Complaint;
 - (f) a summary of any advice given or action taken or agreed in relation to the Complaint;
 - (g) whether the Complaint has become a resolved Complaint and, if so, the basis upon which the authorised person considers that the Complaint is a resolved Complaint; and
 - (h) the method for future communication (if any) that has been agreed with the complainant.
- 11.9. Where any subsequent contact is made with the authorised person in relation to an existing Complaint that authorised person must, upon receipt of that subsequent contact, record:
- (a) the date of that contact;
 - (b) whether the subsequent contact was made orally, in Writing and/or digitally;
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- (c) whether the complainant making the subsequent contact is the same complainant as, or different to, the complainant who made the original contact regarding an existing Complaint and, where different, the identity and contact details of the complainant making the subsequent contact;
 - (d) a summary of that contact;
 - (e) a summary of any advice given or action taken or agreed in response to any points raised in that contact;
 - (f) whether the Complaint has become a resolved Complaint and, if so, the basis upon which the authorised person considers that the Complaint is a resolved Complaint; and
 - (g) the method for future communication (if any) that has been agreed with the complainant.
- 11.10. All details recorded in accordance with paragraph [11.9] must be clearly linked to an existing Complaint.
- 11.11. For the purposes of paragraphs [11.8] and [11.9], a Complaint or any subsequent contact shall be treated as having been received by the authorised person:
- (a) where the Complaint or subsequent contact is made orally (by telephone or in person at the authorised person's business premises), at the time at which it is received by that authorised person; and
 - (b) where the Complaint or subsequent contact is made in Writing and/or digitally and:
 - i. it is received before 1700 hours on a Working Day, on the Working Day that it is received by that authorised person; or
 - ii. it is received by the authorised person after 1700 hours on a Working Day or at any time on a day that is not a Working Day, on the first Working Day immediately following the day upon which it is received by that authorised person.
- 11.12. Where a complainant claims to have made a Complaint in respect of a matter but it is not possible to identify a relevant existing Complaint, the authorised person must record the fact that it is unable to trace the existing Complaint.
- 11.13. Where the authorised person has recorded that a Complaint is a resolved Complaint but subsequent contact from a complainant in relation to that Complaint indicates that it is not a resolved Complaint, the authorised person:
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- (a) must record details of this change in the Complaint's status in its recording system;
- (b) must as soon as reasonably practicable after becoming aware of the fact that the Complaint is not a resolved Complaint:
 - i. direct the complainant to the Complaints Handling Procedure on its Website (where appropriate), in Writing or, if requested, provide a hard copy; and
 - ii. offer to provide a copy of the Complaints Handling Procedure to the complainant free of charge; and
- (c) shall not otherwise be entitled to treat that Complaint as a resolved Complaint for the purposes of this authorisation condition until that Complaint is demonstrably a resolved Complaint.

Referral of Consumer Complaints

11.14. The authorised person must put in place appropriate arrangements to deal effectively with Complaints from a Relevant Consumer where it is not reasonable to expect them to pursue the Complaint on their own behalf.

11.15. If a third party, including a Relevant Consumer Advice Body, refers a Consumer who is:

- (a) a Relevant Consumer in circumstances in which paragraph [11.14] applies;
- (b) a Domestic Consumer in a Vulnerable Situation; or
- (c) a complainant on behalf of a Domestic Consumer in a Vulnerable Situation,

to the authorised person, that authorised person must take such additional steps as it considers necessary or appropriate with a view to, as appropriate, assisting such a person and resolving the relevant Complaint in an appropriate and prompt manner.

11.16. The authorised person must put in place appropriate arrangements to deal effectively with referrals from a third party, including a Relevant Consumer Advice Body, of Complaints and, if appropriate, complainants.

11.17. The arrangements required by paragraph [11.16] must set out a process by which consumer advisory bodies, including Relevant Consumer Advice Bodies, may make such referrals to the authorised person.

Signposting to third party support

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- 11.18. If a Complaint does not become a resolved Complaint in accordance with paragraph [11.21], the authorised person must notify the Relevant Consumer of their right to escalate their Complaint to the Relevant Dispute Resolution Body and how this can be done.
- 11.19. A notice sent in accordance with paragraph [11.18] must notify the Relevant Consumer:
- (a) of their right to refer the Complaint to a Qualifying Redress Scheme and, where applicable, the First-Tier Tribunal;
 - (b) that the Qualifying Redress Scheme and, where applicable, the First-Tier Tribunal process is independent of the authorised person;
 - (c) that the Qualifying Redress Scheme is free of charge to the Relevant Consumer and to any other category of complainant;
 - (d) of the types of redress that may be available under a Qualifying Redress Scheme and, where applicable, the First-Tier Tribunal;
 - (e) that the Complaint may be handled as a group Complaint in accordance with the terms of the Qualifying Redress Scheme and/or First-Tier Tribunal;
 - (f) how group Complaints are handled pursuant to the terms of that Qualifying Redress Scheme and/or First-Tier Tribunal; and
 - (g) that any outcome of the Qualifying Redress Scheme and, where applicable, the First-Tier Tribunal process is binding upon the authorised person but not upon the Relevant Consumer or any other category of complainant.
- 11.20. The authorised person must send a notice to a Relevant Consumer in accordance with paragraph [11.18] on the earlier of:
- (a) the first Working Day after the day (if any) upon which that authorised person becomes aware that it is not able to resolve a Complaint to that Relevant Consumer's satisfaction; and
 - (b) the date which is:
 - i. eight (8) weeks after the relevant Complaint was first made, if unresolved, unless that date falls on a day that is not a Working Day, in which case the first Working Day thereafter, for referrals to the Energy Ombudsman; or

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- ii. twelve (12) weeks after the relevant Complaint was first made, if unresolved, unless that date falls on a day that is not a Working Day, in which case the first Working Day thereafter, for referrals to the Housing Ombudsman or;
- iii. within a reasonable period of time after the relevant Complaint was first made if it remains unresolved, for referrals to the First-Tier Tribunal.

Allocation and maintenance of adequate resources for handling Complaints

11.21. The authorised person must:

- (a) receive, handle and process Complaints in an efficient and timely manner; and
- (b) allocate and maintain such level of resources as may reasonably be required to enable that authorised person to receive, handle and process Complaints in an efficient and timely manner and in accordance with this authorisation condition.

11.21. The authorised person must ensure that there are sufficient and suitably qualified staff to manage Complaints in accordance with their Complaints Handling Procedure. Complaints handling staff must:

- (a) have access to staff at all appropriate levels to facilitate prompt resolution of Complaints;
- (b) have appropriate authority and autonomy to resolve Complaints promptly and fairly; and
- (c) be able to explain in plain and intelligible language to a Relevant Consumer what the Complaints Handling Procedure entails.

Recording and publication of Complaints data

11.22. In addition to recording information in accordance with paragraph [11.8], the authorised person must keep an electronic record of the matters specified in paragraph [11.25] below for each Complaint which it receives where that Complaint has not become a resolved Complaint by the end of the Working Day after the day on which the Complaint was first received.

11.23. The matters which must be recorded in accordance with paragraph [11.23] are:

- (a) the steps the authorised person has taken in response to each such Complaint, including any steps it has taken to resolve that Complaint;
- (b) the date (if any) upon which any such Complaint became a resolved Complaint;
- (c) the date (if any) upon which the specified time period for resolving the Complaint expired; and

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- (d) the date (if any) upon which the Relevant Consumer who made the Complaint, or on whose behalf the Complaint was made, was informed of their right to refer the Complaint to a Qualifying Redress Scheme and/or First-Tier Tribunal in accordance with paragraph [11.6].

11.24. All information recorded pursuant to this authorisation condition must:

- (a) be categorised in a clear and precise way such that the Authority may review and audit the recorded information in an efficient manner; and
- (b) retained for at least 5 years from the date of recording such information.

Interactions by third parties with the authorised person in respect of Complaints

11.25. Where the authorised person believes that a Complaint is the fault of or otherwise arises from or is attributable to the standards of service, actions or inactions of one or more other authorised persons, the authorised person must refer it to such other person(s) and provide to them as soon as reasonably practicable:

- (a) sufficient information and data regarding the relevant Complaint to allow the Complaint to be fully investigated and resolved; and
- (b) a copy of its Complaints Handling Procedure.

11.26. Where paragraph [11.25] applies, the authorised person must:

- (a) use all reasonable endeavours to cooperate with other relevant authorised persons to provide a complete response to the relevant Complaint in accordance with its Complaints Handling Procedure; and
- (b) at all times remain the single point of contact for the Relevant Consumer in relation to the relevant Complaint.

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CONSULTATION APPENDIX DRAFT

Condition Title: Assistance and advice information**Condition Number: [12]****Introduction to condition**

This condition sets out the requirements for authorised persons to supply consumers with information to advise them of their rights in relation to dispute resolution. The authorised persons must also provide advice, assistance and guidance and emergency contact details.

Proposed text of condition**Provision of Information**

12.1. Where the authorised person supplies a Relevant Consumer, the authorised person must ensure that the Relevant Consumer is provided with information in a Form and at a frequency that is sufficient to enable the Relevant Consumer to quickly and easily understand:

- 12.1.1. how to identify and contact the authorised person and, where different, the operator(s) of the applicable relevant heat network about a problem, question or any other request for assistance relating to the relevant heat networks by means of which (directly or indirectly) it is supplied. This includes queries, complaints, disputes and emergencies;
- 12.1.2. how to seek impartial advice from a Relevant Consumer Advice Body, and, as appropriate in the circumstances,
- 12.1.3. the means of dispute settlement available in the event of a dispute, including how to identify and contact the Relevant Dispute Resolution Body; and
- 12.1.4. how to access appropriate assistance and advice. This includes information about:
 - (a) debt prevention and management;
 - (b) improving energy efficiency, including management of heating, cooling or hot water usage and associated costs; and
 - (c) social, financial and energy efficiency programmes.

12.2. In complying with paragraph [12.1] the authorised person must take into account:

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- 12.2.1. a Domestic Consumer's Personal Characteristics and features of its current Supply Contract or Deemed Contract; and
- 12.2.2. where appropriate, a Relevant Consumer's preferences for receiving communications.

Enquiry Service

- 12.3. The authorised person must provide, or procure the provision of, an enquiry service that enables a Relevant Consumer and/or an occupant of Domestic Premises which the authorised person supplies to contact it. As a minimum the enquiry service must:
 - 12.3.1. offer a range of contact methods that meet the needs of the authorised person's Relevant Consumers and/or the occupants of Domestic Premises which the authorised person supplies taking into account whether they may be in a Vulnerable Situation;
 - 12.3.2. be available to receive enquiries and offer assistance, guidance, or advice at times that meet the needs of Relevant Consumers and/or the occupants of Domestic Premises which the authorised person supplies, taking into account whether they may be in a Vulnerable Situation; and
 - 12.3.3. be available twenty-four (24) hours every day to receive enquiries from Relevant Consumers and/or occupants of Domestic Premises which the authorised person supplies who are experiencing an interruption in their supply caused by a meter fault.
- 12.4. When providing the enquiry service in paragraph [12.3], the authorised person must implement an appropriate service with processes to prioritise enquiries from persons in Vulnerable Situations (or any representative acting on their behalf), where appropriate due to their circumstances or Personal Characteristics.
- 12.5. When providing the enquiry service the authorised person must implement appropriate processes to provide the enquiry service free of charge to all Relevant Consumers who are having or may have difficulty paying all or part of their Charges and to any occupant of a Domestic Premises which it supplies who may, due to their Personal Characteristics or otherwise, be in a Vulnerable Situation.

Publications

- 12.6. The authorised person must publish or signpost to:
 - 12.6.1. relevant publications by the Authority and/or the Relevant Consumer Advice Bodies relating to the authorised person's services and reviews relating to the

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authorised person's services collated by third parties, as soon as possible after they becomes available; and

- 12.6.2. the latest version of any relevant guidance and/or advisory publications relating to heat networks published by the Authority and/or the Relevant Consumer Advice Bodies, within twenty-eight (28) days of the date on which that version is so published.
- 12.7. The publications referred to in paragraph [12.6] must be published or signposted to:
 - 12.7.1. at an accessible and prominent location served by any relevant heat network by means of which the authorised person supplies Relevant Consumers;
 - 12.7.2. on its Website (where appropriate); or
 - 12.7.3. through an email or text message (with an appropriate link in each case) or by provision of a hard copy version (or other accessible format version where appropriate having due regard to a Relevant Consumer's communication preferences).
- 12.8. In addition to the above, the authorised person must inform a Relevant Consumer how the publications referred to in paragraph [12.6.2] can be accessed:
 - 12.8.1. when the authorised person first begins supplying a Relevant Consumer or becomes (or should reasonably have been) aware that it is doing so; and
 - 12.8.2. as soon as reasonably practicable after a Relevant Consumer requests it.
- 12.9. In addition to the above, the authorised person must provide (or, where not reasonable to provide, signpost to) a copy of any publication referred to in paragraph [12.6.2] to a Relevant Consumer annually free of charge and, where requested by a Relevant Consumer, in an accessible format.

Emergency

- 12.10. The authorised person must keep a Relevant Consumer informed:
 - 12.10.1. that an emergency or a suspected emergency should be reported immediately; and
 - 12.10.2. of a telephone number which should be used for that purpose.

Condition Title: **Provision of Billing and Price Transparency of Information**

Condition Number: **[13]**

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Introduction to condition

This condition sets out the requirements for issuing bills and billing information to both metered and unmetered consumers.

Proposed text of condition**Application of Condition where a Relevant Lease applies**

- 13.1 Where the supply to a Consumer is subject to a Relevant Lease, the authorised person's obligations under this condition in relation to such supply are to be construed in accordance with the modifications in Part Two of this condition.

Part One of this Condition**Billing based on actual consumption etc. where Supply Meters are installed**

- 13.2 Subject to paragraph [13.3] and [13.6], where Supply Meters are installed, the authorised person must ensure that all Bills and Billing Information for the supply to a Relevant Consumer are accurate and based on actual consumption.
- 13.3 Where Bill or Billing Information for a supply of heating, cooling or hot water are intended to be based:
- 13.3.1. on meter readings from a Supply Meter to be provided by a Relevant Consumer but that Relevant Consumer has not provided a meter reading; or
 - 13.3.2. on meter readings from a Supply Meter with smart functionality, but the authorised person, despite taking all reasonable steps, is unable to obtain a meter reading,
- a Bill or Billing Information may be based on an estimate of consumption.
- 13.4. Without prejudice to paragraph 13.2 and subject to paragraphs 13.3 and 13.6, at least once a year, the authorised person must issue a Bill to each Relevant Consumer with a Supply Meter on the basis of actual rather than estimated consumption.

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- 13.5. Where the authorised person considers that a meter reading provided by a Relevant Consumer is not reasonably accurate, the authorised person must take all reasonable steps to contact that Relevant Consumer to obtain a new meter reading.
- 13.6. Bills and Billing Information do not need to meet the requirements of paragraph 13.2 unless it is technically possible and economically justified for them to do so. It will be considered technically possible and economically justified to issue Bills and Billing Information to a Relevant Consumer where the estimated reasonable costs of issuing Bills and Billing Information to a Relevant Consumer does not exceed £100 per Relevant Consumer per calendar year unless the Relevant Consumer occupies:
- (a) supported housing, almshouse accommodation or purpose-built student accommodation; or
 - (b) any premises that is subject to a leasehold interest where the lease:
 - i. began before 27th November 2020; and
 - ii. contains a provision which would prevent Billing based on actual consumption, unless the lease is varied, renewed, or comes to an end.

Charges for Bills and Billing Information

- 13.7. Subject to paragraph [13.8], the authorised person must not make a specific charge to a Relevant Consumer for the provision of a Bill or Billing Information other than in respect of the supply of additional copies of that Bill or that Billing Information.
- 13.8. Where Bills and Billing Information relate to the supply of heating, cooling or hot water to a Relevant Consumer in a building occupied by more than one Relevant Consumer:
- 13.8.1. the authorised person's costs of providing such Bills and Billing Information may be passed on to those Relevant Consumers provided that no profit is made from such charges; or
 - 13.8.2. where the authorised person has assigned the task of providing Bills or Billing Information to a third party the reasonable costs of providing them may be passed on to those Relevant Consumers.

Provision of Billing and Billing Information

- 13.9. The authorised person must:

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- 13.9.1. supply a Relevant Consumer's Billing Information to an Energy Services Provider at the request of that Relevant Consumer;
 - 13.9.2. provide electronic Billing and Billing Information at the request of a Relevant Consumer;
 - 13.9.3. provide a clear explanation of the information contained in a Bill, including how the Bill was calculated and specifying fixed and variable charges; and
 - 13.9.4. ensure that information and estimates of heating, cooling or hot water costs are provided to a Relevant Consumer promptly where requested, and in a format which enables a Relevant Consumer to compare their Charges over time and across the seasons.
- 13.10. Billing Information in relation to a Relevant Consumer means the following information:
- 13.10.1. current Charges charged to the Relevant Consumer by the authorised person;
 - 13.10.2. information about the Relevant Consumer's consumption of heating, cooling or hot water (estimated where necessary);
 - 13.10.3. comparisons of the Relevant Consumer's current consumption of heating, cooling or hot water with consumption for the same period in the previous year, if possible displayed in a graph and using estimates of consumption where necessary, and estimates of the Charges the Relevant Consumer is likely to pay in future;
 - 13.10.4. clear and accurate information for a Relevant Consumer on the terms for the supply of heating, cooling or hot water;
 - 13.10.5. information on the availability of, and contact information for, the Relevant Consumer Advice Body;
 - 13.10.6. contact information for:
 - (a) the authorised person supplying heating, cooling or hot water and any relevant third-party billing agent;
 - (b) the party responsible for handling any Complaints from the Relevant Consumer; and
 - (c) the party responsible for handling any emergencies relating to the heat network;

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- 13.10.7. information on energy saving for a Relevant Consumer;
- 13.10.8. information on support mechanisms offered by the authorised person and fuel poverty charities;
- 13.10.9. the authorised person's identification number allocated by the Authority (if any) in relation to the authorised person and/or its organisation; and
- 13.10.10. information about and contact details for the Energy Ombudsman,

and where such information is available and where reasonably practicable for the authorised person to include:
- 13.10.11. information on the fuel type and source of energy in use on the relevant heat networks by means of which the Relevant Consumer is supplied and the environmental impacts of energy generation used on such relevant heat networks;
- 13.10.12. information on how heat networks contribute to net-zero targets, with an explanation of how heat networks operate; and
- 13.10.13. a notice of monopoly supply together with an explanation of what this means for a Relevant Consumer.

Billing frequency and method

- 13.11. Where a Relevant Consumer has opted to receive electronic Billing or where a Relevant Consumer so requests, the authorised person must issue Billing Information at least quarterly. Otherwise, the authorised person must issue Billing Information at least twice a year and with every Bill issued.
- 13.12. Where the authorised person supplies a Relevant Consumer with a Supply Meter which provides automated meter reading functionality, the authorised person must take all reasonable steps to obtain a meter reading each month and bill accordingly.
- 13.13. Without prejudice to paragraphs [13.11 and 13.12], each Bill issued to a Relevant Consumer by the authorised person must cover the period agreed between them.
- 13.14. The authorised person must provide a Bill to a Relevant Consumer promptly following the end of each agreed period. The authorised person must provide a Relevant

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Consumer with not less than thirty-one (31) days' prior notice of any changes to planned Billing dates.

13.15. The authorised person must provide a Relevant Consumer it supplies with information about all available options for receiving Bills, having due regard to:

- 13.15.1. a Relevant Consumer's requirements, vulnerabilities or constraints as notified by a Relevant Consumer to the authorised person; and
- 13.15.2. the Equality Act 2010.

13.16. Any Bills or statements of account must either:

- 13.16.1. be provided in a Form that allows a Relevant Consumer to easily retain a copy; or
- 13.16.2. be made easily available to a Relevant Consumer for reference.

13.17. The authorised person must provide a choice of payment methods to a Relevant Consumer and not unreasonably refuse or delay switching a Relevant Consumer to another payment method requested by that Relevant Consumer.

Consumers using Prepayment Meters

13.18. Where the authorised person supplies a Relevant Consumer using a Prepayment Meter, the authorised person must provide, at a minimum, an annual account statement.

13.19. The annual account statement issued pursuant to paragraph [13.18] must:

- 13.19.1. state the consumption by a Relevant Consumer of the heating, cooling or hot water supplied in the twelve (12) months immediately preceding the issuing of the annual account statement;
- 13.19.2. provide a projection of the Charges to the Relevant Consumer for supplying heating, cooling or hot water over the next twelve (12) month period if consumption remains consistent; and
- 13.19.3. provide the information required pursuant to paragraphs [13.10.1] to [13.10.13].

Part Two of this Condition**Billing based on actual consumption etc. where Supply Meters are installed**

13.20. Paragraph 13.4 shall be deemed to read as if the words, "*at least once a year*", were replaced with the words, "*at least once per Service Charge period*".

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13.21. Paragraph 13.6 shall be deemed to read as follows:

Bills and Billing Information do not need to meet the requirements of paragraph 13.2 unless it is technically possible and economically justified for them to do so. It will be considered technically possible and economically justified to issue Bills and Billing Information to a Relevant Consumer where the estimated reasonable costs of issuing Bills and Billing Information to a Relevant Consumer does not exceed £100 per Relevant Consumer per calendar year unless the Relevant Consumer occupies:

- (a) *supported housing, almshouse accommodation or purpose-built student accommodation; or*
- (b) *any premises that is subject to a leasehold interest where the lease:*
 - iii. began before 27th November 2020; and*
 - iv. contains a provision which would prevent Billing based on actual consumption, unless the lease is varied, renewed, or comes to an end.*

13.22. The matters to be taken into account in estimating the cost of issuing Bills and Billing Information for the purposes of the above provision are the costs of:

- 13.22.1. collecting, storing and processing meter readings;
- 13.22.2. preparation and issuing of the Bill and Billing Information;
- 13.22.3. processing of payments; and
- 13.22.4. issuing of demands for payment if a Bill is not paid.

Charges for Bills and Billing Information

13.23. Paragraphs 13.7 and 13.8 shall not apply.

13.24. The authorised person must not make a specific charge to a Relevant Consumer for the provision of a Bill or Billing Information other than in respect of the supply of additional copies of that Bill or that Billing Information, provided always that nothing in this paragraph shall be construed as precluding a landlord from treating as part of his costs of management any costs incurred by him in connection with making those facilities so available.

HEAT NETWORK AUTHORISATION CONDITIONS

CONSULTATION APPENDIX DRAFT

Provision of Billing and Billing Information

13.25. Paragraph 13.9 shall not apply, but the authorised person must:

13.25.1. supply a Relevant Consumer's Billing Information to an Energy Services Provider at the request of that Relevant Consumer;

13.25.2. provide electronic Billing and Billing Information at the request of a Relevant Consumer;

13.25.3. provide a clear explanation of the information contained in a Bill, including how the Bill was calculated; and

13.25.4. ensure that information and estimates of energy costs are provided to a Relevant Consumer promptly where requested, and in a format which enables a Relevant Consumer to compare their Charges over time.

13.26. Paragraph 13.10 applies subject to paragraphs [13.10.3] and [13.10.10], being read as follows:

13.10.3: where available, comparisons of a Relevant Consumer's current consumption of heating, cooling or hot water with consumption for the same period in the previous Service Charge period, if possible displayed in a graph, and estimates of the Charges a Relevant Consumer is likely to pay in future;

13.10.10: information about and contact details for the Housing Ombudsman.

Billing frequency and method

13.27. Paragraphs 13.11, 13.13, 13.14 and 13.17 shall not apply.

13.28. Without prejudice to any other provision, each Bill issued to a Relevant Consumer by the authorised person must cover a period as determined pursuant to the terms of the Relevant Lease.

Consumers using Prepayment Meters

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- 13.29. Paragraphs 13.18 and 13.19 shall not apply.
- 13.30. Where the authorised person supplies a Relevant Consumer using a Prepayment Meter, the authorised person must provide, at a minimum, a statement which shall cover the Service Charge period as determined pursuant to terms of the Relevant Lease.
- 13.31. The statement issued pursuant to paragraph [13.30] must:
- 13.31.1. state the consumption by a Relevant Consumer of the heating, cooling or hot water supplied in the Service Charge period immediately preceding the issuing of the statement;
 - 13.31.2. provide a projection of the Charges to the Relevant Consumer for supplying heating, cooling or hot water over the next Service Charge period if consumption remains consistent; and
 - 13.31.3. provide the information required pursuant to paragraph 13.10 as modified by this Part Two.

HEAT NETWORK AUTHORISATION CONDITIONS

CONSULTATION APPENDIX DRAFT

Condition Title: Back-billing**Condition Number: [14]****Introduction to condition**

This condition sets out how authorised persons are permitted to back-bill in respect of heat network charges.

Prohibition

14.1. Subject to paragraphs [14.2] and [14.3], where the authorised person or any Representative issues a Bill to a Domestic Consumer or Microbusiness Consumer or otherwise seeks to recover (including via a Prepayment Meter or via increased direct debits) Charges for supplying that Domestic Consumer or Microbusiness Consumer (hereafter a **“Charge Recovery Action”**), they must only do so in respect of:

- 14.1.1 units of heating, cooling or hot water which could reasonably be considered to have been consumed within the 12 months preceding the date the Charge Recovery Action was taken; and
- 14.1.2 where applicable, other Charges incurred by the authorised person if accrued within the 12 months preceding the date the Charge Recovery Action was taken.

Exceptions to prohibition

14.2 Paragraph [14.1] does not apply in the following circumstances: where any Charge Recovery Action was taken prior to the date this authorisation condition took effect;

- 14.2.2 the authorised person or any Representative has taken a Charge Recovery Action in a manner which complied with paragraph [14.1] and, due to non-payment by the Domestic Consumer or Microbusiness Consumer, is continuing to take steps to obtain payment for the same units of heating, cooling or hot water and, where applicable, the same amounts in respect of a Standing Charge or other type of Charge;
- 14.2.3 the authorised person has been unable to take a Charge Recovery Action for the correct amount of the units of heating, cooling or hot water due to the obstructive or manifestly unreasonable behaviour of the Domestic Consumer or Microbusiness Consumer; or

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- 14.2.4 any other circumstances, which following consultation, the Authority may specify for these purposes.
- 14.3 Where the authorised person or any Representative takes a Charge Recovery Action in relation to a Domestic Consumer or Microbusiness Consumer where the supply to a Domestic Consumer or Microbusiness Consumer is subject to a Relevant Lease, paragraph [14.1] does not apply but the authorised person must ensure that any Charge Recovery Action taken complies with the Landlord and Tenant Act 1985 (or equivalent, similar or analogous legislation in any jurisdiction in Great Britain).

Terms of contracts

- 14.4 The authorised person must ensure that the terms and conditions of each Relevant Supply Contract and Deemed Contract that it enters into, makes or varies following the launch date comply with the provisions of this authorisation condition [14].
- 14.5 The authorised person must not enforce or take advantage of any term of a Relevant Supply Contract or a Deemed Contract if:
- 14.5.1 the inclusion of that term is incompatible with this authorisation condition [14];
or
 - 14.5.2 the enforcement or taking advantage of that term would be so incompatible.

HEAT NETWORK AUTHORISATION CONDITIONS

CONSULTATION APPENDIX DRAFT

Condition Title: Priority Services Register

Condition Number: [15]

Introduction to condition

This condition obliges authorised persons who carry on the regulated activity of supplying heating, cooling or hot water by means of a relevant heat network to maintain a register of its Domestic Consumers and/or occupants of Domestic Premises which it supplies who may require certain “Priority Services” on account of their personal characteristics or vulnerable situation. This condition also obliges these authorised persons to offer (and, if accepted), provide these Priority Services to relevant Domestic Consumers (and in certain circumstances occupants of Domestic Premises which it supplies) free of charge.

Proposed text of condition**Duty to establish a Priority Services Register**

15.1. The authorised person must:

- 15.1.1. establish and maintain a register (the “Priority Services Register”) of persons who are either a Domestic Consumer and/or an occupant of Domestic Premises which the authorised person supplies and who may, due to their Personal Characteristics or otherwise being in a Vulnerable Situation, require Priority Services;
- 15.1.2. take all reasonable steps to promote the existence of the Priority Services Register and the Priority Services which may be available from the authorised person; and
- 15.1.3. take all reasonable steps (which are appropriate in the circumstances) to:
 - (a) identify such Domestic Consumers and relevant occupants in the course of interactions between the authorised person and Domestic Consumers; and
 - (b) offer to add any or all of the Minimum Details to the Priority Services Register during interactions.

15.2. In so far as permitted by any laws relating to data protection and/or privacy, the authorised person must add the Minimum Details to the Priority Services Register.

Duty to share information

15.3. In so far as permitted by any laws relating to data protection and/or privacy, the authorised person must share the Minimum Details using the Relevant Industry Mechanisms.

Duty to offer services

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- 15.4. The authorised person must offer (and, if accepted, provide), free of charge, to any of its Domestic Consumers (or relevant occupant, where applicable) who has been added to the Priority Services Register, such of the Priority Services as such person may reasonably require on account of their Personal Characteristics or Vulnerable Situation.
- 15.5. The Priority Services are appropriate mechanisms and arrangements to enable the following:
- 15.5.1. the Domestic Consumer (or relevant occupant, where applicable) receiving additional support to assist them to identify any person acting on behalf of the authorised person;
 - 15.5.2. a person nominated by, or otherwise legally entitled to act on behalf of, the Domestic Consumer being able to receive communications relating to their account;
 - 15.5.3. the reading (and provision of that reading to the Domestic Consumer) of the Domestic Consumer's Supply Meter at appropriate intervals, if the Domestic Consumer is unable to do so and there is no other person the Domestic Consumer could reasonably nominate to do so on their behalf;
 - 15.5.4. functionality of any Prepayment Meter which is installed at the relevant Domestic Premises which is safe and reasonably practicable in all the circumstances of the case;
 - 15.5.5. communications with the Domestic Consumer in an accessible format that is, so far as is reasonably practicable, appropriate to the Domestic Consumer's needs on the basis of their Personal Characteristics and/or Vulnerable Situation; and
 - 15.5.6. such further or additional services (of a similar non-financial nature as sub-paragraphs [15.5.1] to [15.5.5]) as the authorised person identifies are appropriate to the needs of its Domestic Consumers and/or occupants of Domestic Premises which the authorised person supplies and reasonably practicable for the authorised person to provide.

Compliance with data protection and/or privacy laws

- 15.6. For the purposes of its obligations under this authorisation condition [15] (including in respect of obtaining, recording, using and sharing information), the authorised person must comply with any laws relating to data protection and/or privacy.

HEAT NETWORK AUTHORISATION CONDITIONS

CONSULTATION APPENDIX DRAFT

Condition Title: Security Deposits, Payment Difficulties, Disconnections, Direct Debits**Condition Number: [16]****Introduction to condition**

This condition obliges authorised persons who carry on the regulated activity of supplying heating, cooling or hot water by means of a relevant heat network to comply with certain requirements relating to various payment related matters in respect of Domestic Consumers. This includes requirements around the following: payment of a “Security Deposit” by the Domestic Consumer; offering certain services to Domestic Consumers in payment difficulty; placing restrictions in certain circumstances on the disconnection of Domestic Consumers due to non-payment of charges; and direct debit arrangements.

Proposed text of condition**Security Deposits**

- 16.1. The authorised person must not require a Domestic Consumer to pay a Security Deposit in relation to the supply of heating, cooling or hot water to their premises:
- 16.1.1. if that Domestic Consumer 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
 - 16.1.2. if it is unreasonable in all the circumstances of the case to require that Domestic Consumer to pay a Security Deposit.
- 16.2. A Security Deposit must not exceed a reasonable amount.

Consumers in payment difficulty

- 16.3. The authorised person must offer each of the services set out in paragraph [16.6] when it becomes aware or has reason to believe that a Domestic Consumer is having or will have difficulty paying all or part of the Charges.
- 16.4. Without prejudice to any other right or obligation under the Regulations or the authorisation conditions, the authorised person must not charge the Domestic Consumer for providing the services set out in paragraph [16.6].
- 16.5. In complying with [16.3] the authorised person must make proactive contact, as described in paragraph [16.8.2], with Domestic Consumers at the earliest opportunity to identify whether a Domestic Consumer is in payment difficulty, by contacting the Domestic Consumer no later than after:
- 16.5.1. two consecutively missed monthly scheduled payments; or
 - 16.5.2. one missed quarterly scheduled payment; or
 - 16.5.3. a Domestic Consumer has informed the authorised person that they are unable to make the next scheduled payment.
- 16.6. The services referred to in paragraph [16.3] are:
- 16.6.1. the facility for a Domestic Consumer to pay Charges:

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- (a) by regular instalments calculated in accordance with paragraph [16.7] and paid through a means other than a Prepayment Meter; or
 - (b) by using a Prepayment Meter, where it is safe and reasonably practicable in all the circumstances of the case for that Domestic Consumer to do so and where any instalments to be paid are calculated in accordance with paragraph [16.7]; and
 - 16.6.2. the provision of information about how the Domestic Consumer could reduce the Charges that they must pay by implementing efficiency measures.
 - 16.7. The authorised person must take all reasonable steps to ascertain the Domestic Consumer's ability to pay and must take this into account when calculating instalments, giving due consideration to:
 - 16.7.1. relevant information provided by third parties, where it is available to the authorised person; and
 - 16.7.2. where instalments will be paid using a Prepayment Meter, the value of all of the Charges that are to be recovered through that meter.
 - 16.8. For the purposes of ascertaining a Domestic Consumer's ability to pay as set out in paragraph [16.7], the authorised person must give due consideration to:
 - 16.8.1. having appropriate credit management policies and guidelines, which includes:
 - (a) allowing for Domestic Consumers to be dealt with on a case-by-case basis; and
 - (b) linking staff incentives to successful consumer outcomes not the value of repayment rates.
 - 16.8.2. making proactive contact with Domestic Consumers, which includes:
 - (a) making early contact to identify whether a Domestic Consumer is in payment difficulty as set out in paragraph [16.3];
 - (b) regularly reviewing methods of proactive contact to ensure they meet the needs of Domestic Consumers, in particular in circumstances where the authorised person has not made successful contact with the Domestic Consumer;
 - (c) using every contact as an opportunity to gain more information about the Domestic Consumer's ability to pay when the authorised person becomes aware or has reason to believe the Domestic Consumer is having or will have payment difficulty; and
 - (d) making Domestic Consumers aware of debt advice services when they raise concerns about their ongoing ability to pay, in accordance with authorisation condition [12] (Assistance and Advice Information).
 - 16.8.3. understanding an individual Domestic Consumer's ability to pay, which includes:
 - (a) providing clear guidance and training for staff on how to elicit information on ability to pay and monitoring the effectiveness of this;
 - (b) providing appropriate channels for Domestic Consumers to quickly and easily raise concerns and facilitating conversations around Domestic Consumers' ability to pay when requested;
 - (c) making full use of all available information; and
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- (d) proactively exploring payment amounts and payment methods which are appropriate to the individual circumstances of each Domestic Consumer; this includes debt repayment schemes such as those by which payments may be deducted at source from a social security benefit received by that Domestic Consumer.
- 16.8.4. setting repayment rates based on ability to pay, which includes:
- (a) ensuring all available information is obtained and taken into account, including the Domestic Consumer's circumstances identified on a site visit or when installing a Prepayment Meter;
 - (b) only setting default amounts when there is insufficient information to ascertain the Domestic Consumer's ability to pay and where default amounts are set, it should be made clear that the repayment rate may change based on information about the Domestic Consumer's ability to pay. In any event the levels of any default repayment rate should be reasonable;
 - (c) not insisting on substantial upfront payments before reconnection; and
 - (d) pausing scheduled repayments for an appropriate period of time as part of the Domestic Consumer's repayment plan and reviewing the Domestic Consumer's repayment plan in accordance with their ability to pay at regular intervals before re-instating scheduled repayments.
- 16.8.5. ensuring the Domestic Consumer understands the arrangement, which includes:
- (a) clear communication with the Domestic Consumer which allows them to understand how much they are regularly repaying; how the repayment will be deducted; when the debt will be repaid; and what to do if they experience difficulties during the arrangement; and
 - (b) for Prepayment Meter Consumers, repaying debt by a weekly amount explaining that debt will be recovered regardless of usage.
- 16.8.6. monitoring of arrangements after they have been set up, which includes:
- (a) monitoring of individual arrangements:
 - i. for Domestic Consumers with credit meters, to check for the occurrence of failed repayment arrangements; and
 - ii. for Prepayment Meter Consumers, to check whether the meter is being used initially and on an ongoing basis;
 - (b) monitoring of the approach taken by staff when agreeing repayment rates, using call listening and other techniques, to encourage a consistent and appropriate approach;
 - (c) monitoring of failed repayment arrangements to understand whether inappropriate rates are being set;
 - (d) monitoring of overall repayment rates and recovery periods to understand trends.
- 16.8.7. re-engaging with the Domestic Consumer after an initial occurrence of a failed repayment arrangement, which includes: engaging with the Domestic Consumer in a timely manner to

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discuss the repayment plan, including whether a different repayment plan or repayment method would be more suitable.

- 16.9. The authorised person must ensure that the terms and conditions of each Domestic Supply Contract or Deemed Contract reflect the following provisions of the authorisation conditions:
- 16.9.1. paragraphs [16.3] to [16.7] (inclusive) of this authorisation condition [16] and authorisation condition [17] (Prepayment Meters), stipulating that charges may not be demanded or recovered unless and until it can be established that the corresponding contractual terms have been complied with; and
 - 16.9.2. paragraphs [16.21] and [16.22] of this authorisation condition [16].
- 16.10. The authorised person must ensure that the terms and conditions of each Domestic Supply Contract provides for the right for the Domestic Consumer to offset any amount owing to the Domestic Consumer pursuant to the contract against any amounts owed by the Domestic Consumer under any other Domestic Supply Contract.
- 16.11. The authorised person must ensure that the terms and conditions of each Domestic Supply Contract or Deemed Contract stipulates, for the avoidance of doubt, that the relevant conditions referred to in paragraphs [16.9] and [16.10] will continue to bind the authorised person notwithstanding that it ceases to be authorised including where its heat network authorisation is revoked.

Disconnection for unpaid charges

- 16.12. The authorised person must not Disconnect a Domestic Premises at which the Domestic Consumer has not paid Charges unless it has first taken all reasonable steps to recover those Charges by means of the service referred to in sub-paragraph [16.6.1(b)].
- 16.13. For the purposes of conditions [16.12], [16.14] and [16.15], Disconnection includes Credit Limiting where:
- 16.13.1. it amounts to stopping the supply to the Domestic Premises; and
 - 16.13.2. the Domestic Consumer does not pay Charges by using a Prepayment Meter.
- 16.14. The authorised person must not Disconnect:
- 16.14.1. in Winter, a Domestic Premises if the authorised person knows or has reason to believe that the occupants of the premises include a person who is under the age of 2 or is over the age of 75, disabled, terminally ill or chronically sick; or
 - 16.14.2. at any time, a Domestic Premises if the authorised person knows or has reason to believe that the occupants of the premises include a person who has a medical condition which means that, for medical reasons, they need to receive or may need to receive a supply of heating or hot water throughout the year.
- 16.15. The authorised person must, before it exercises any right it may have to Disconnect a Domestic Premises, take all reasonable steps to ascertain whether any occupant of the relevant premises falls within the scope of paragraph [16.14].
- 16.16. Where the authorised person is a Bulk Supplier:
- 16.16.1. it must not Disconnect:
 - (a) in Winter, another relevant heat network if it knows or has to reason to believe that the occupants of a Domestic Premises which is connected, directly or indirectly, to that relevant heat network for the purposes of receiving a supply of

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heating, cooling or hot water include a person who is under the age of 2 or is over the age of 75, disabled, terminally ill or chronically sick; or

- (b) at any time, another relevant heat network if it knows or has to reason to believe that the occupants of a Domestic Premises which is connected, directly or indirectly, to that relevant heat network for the purposes of receiving a supply of heating, cooling or hot water include a person who has a medical condition which means that, for medical reasons, they need to receive or may need to receive a supply of heating or hot water throughout the year; and

- 16.16.2. it must, before it exercises any right it may have to Disconnect another relevant heat network, take all reasonable steps to ascertain whether any occupant of a Domestic Premises which is connected, directly or indirectly, to that relevant heat network for the purposes of receiving a supply of heating, cooling or hot water falls within the scope of paragraph [16.16.1]

- 16.17. Paragraphs [16.12] to [16.16] are without prejudice to the operation of, and are not be treated as affecting the interpretation of, any legal requirement or doctrine which may provide for landlords or other persons to be restricted from disconnecting the supply of certain services to their tenants or other specified persons in certain circumstances.

Provision of information

- 16.18. The authorised person must:

- 16.18.1. prepare a statement that sets out, in plain and intelligible language, its obligations under paragraphs [16.3] to [16.15];
- 16.18.2. publish that statement on and make it readily accessible from its Website (if it has one);
- 16.18.3. take all reasonable steps to inform each of its Domestic Consumers, at least once each year, of that statement and how to obtain it; and
- 16.18.4. give a copy of that statement on request and free of charge to any person.

Direct debits

- 16.19. Paragraphs [16.20], [16.21], and [16.22] apply where a Domestic Consumer pays the 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 Domestic Supply Contract).
- 16.20. The authorised person must provide to each such Domestic Consumer an explanation in clear, plain and intelligible language of the basis which a fixed amount (and any variation of that fixed amount) has been determined.
- 16.21. The authorised person must 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 authorised person, including information as to the authorised person's reasonable estimates of the heating, cooling or hot water that has been or will be used at the relevant Domestic Premises.
- 16.22. Where any Consumer Credit Balance has accumulated under a Domestic Supply Contract and the relevant Domestic Consumer requests that the authorised person do so, the authorised person must, save where it is fair and reasonable in all the circumstances for the authorised person not to do so, refund to the relevant Domestic Consumer, in a timely manner, any such accumulated Consumer Credit Balance. Where the authorised person considers that it is fair and reasonable in all the circumstances for it not to refund any Consumer Credit Balance which has accumulated under a Domestic Supply Contract in accordance with this provision, it must inform the relevant Domestic Consumer of its view and of the reasons for holding that view.

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Condition Title: Prepayment Meters**Condition Number: [17]****Introduction to condition**

This condition obliges authorised persons who carry on the regulated activity of supplying heating, cooling or hot water by means of a relevant heat network to comply in respect of Domestic Consumers with certain requirements relating to prepayment meters. These requirements include restrictions on the circumstances in which the authorised person is permitted to install a prepayment meter or switch an existing meter to a prepayment mode.

Proposed text of condition**Information about Prepayment Meters**

- 17.1. If the authorised person offers to enable a Domestic Consumer to pay or a Domestic Consumer asks to pay Charges through a Prepayment Meter, the authorised person must provide, within a reasonable period of time prior to the installation of a Prepayment Meter or the switching of an existing Supply Meter to a Prepayment Mode such that it then operates as a Prepayment Meter, appropriate information to that Consumer about:
- 17.1.1. the advantages and disadvantages of a Prepayment Meter;
 - 17.1.2. information relating to the operation of the Prepayment Meter, including information about the process for, and methods by which, the Domestic Consumer can pay in advance through the Prepayment Meter;
 - 17.1.3. where they may obtain information or assistance if:
 - (a) the Prepayment Meter is not operating effectively; or
 - (b) any device used to allow the Charges to be paid through the Prepayment Meter is not operating effectively;
 - 17.1.4. the authorised person's Emergency Credit, Friendly-hours Credit, Additional Support Credit and Prepayment Meter Credit facilities, as more fully described in authorisation condition [18] (Self-disconnection); and
 - 17.1.5. the procedures that the authorised person will follow when removing or resetting the Prepayment Meter, including the timescale and any conditions for removing or resetting it.

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Safety and reasonable practicability of Prepayment Meters

17.2. Without prejudice to the operation of any other restriction which may apply under other paragraphs of this authorisation condition [17] (Prepayment Meters), including paragraphs [7.8] to [7.11], where:

17.2.1. the authorised person proposes to install a Prepayment Meter or to switch an existing Supply Meter to a Prepayment Mode such that it then operates as a Prepayment Meter; and

17.2.2. the authorised person becomes aware or has reason to believe that it is not safe and reasonably practicable in all the circumstances of the case for the relevant Domestic Consumer to use the relevant Prepayment Meter (as proposed),

the authorised person must not proceed with such installation or switching unless it has made such arrangements as are necessary to ensure that it would be safe and reasonably practicable in all the circumstances of the case for the relevant Domestic Consumer to use a Prepayment Meter.

17.3. Where a Domestic Consumer uses a Prepayment Meter (including as a result of an installation or switching of the kind described in paragraph [7.9]) and the authorised person becomes aware or has reason to believe that it is not safe and reasonably practicable in all the circumstances of the case for the Domestic Consumer to continue using that Prepayment Meter, the authorised person must offer:

17.3.1. to alter the position of, or replace with a suitable, alternative one, the Prepayment Meter installed in the relevant Domestic Premises, if it would make it safe and reasonably practicable in all the circumstances of the case for the Domestic Consumer to continue to use a Prepayment Meter;

17.3.2. to make such other arrangements as are necessary to ensure that it would be safe and reasonably practicable in all the circumstances of the case for the Domestic Consumer to continue to use a Prepayment Meter; or

17.3.3. a facility for the Domestic Consumer to pay Charges through a means other than a Prepayment Meter, including, where authorisation condition [16.3] (Security Deposits, Payment Difficulties, Disconnections and Direct Debits) applies, the services referred to in authorisation condition [16.6.1 (a)] (Security Deposits, Payment Difficulties, Disconnections and Direct Debits).

17.4. In complying with paragraph [17.3], the authorised person must contact the Domestic Consumer, in a Form that takes into account their communication preferences, as a minimum, on an annual basis, to assess whether it remains safe and reasonably practicable in all the circumstances of the case for the Domestic Consumer to continue using the relevant Prepayment Meter.

Prepayment Meter guidance

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- 17.5. The expression “safe and reasonably practicable in all the circumstances of the case” is to be interpreted in accordance with any guidance which the Authority may issue in relation to Prepayment Meters.

Resetting of Prepayment Meters

- 17.6. Where a Domestic Consumer pays Charges through a Prepayment Meter, the authorised person must take all reasonable steps to ensure that the meter is reset within a reasonable period of time:

17.6.1. after any change is made to Charges; or

17.6.2. if payments are being made by instalments using the meter:

- (a) after any change is made to the amount due in instalments; or
- (b) after instalments are no longer required.

Provision of information

17.7. The authorised person must:

- 17.7.1. prepare a statement that sets out, in plain and intelligible language, its obligations under this authorisation condition [17];
- 17.7.2. publish that statement on and make it readily accessible from its Website (if it has one);
- 17.7.3. take all reasonable steps to inform each of its Domestic Consumers who pay Charges through a Prepayment Meter, at least once each year, of the statement and how to obtain it; and
- 17.7.4. give a copy of the statement on request and free of charge to any person.

Installation or switching without Explicit Consent

- 17.8. Where the installation of any Prepayment Meter or the switching of an existing Supply Meter to operate in a Prepayment Mode such that it then operates as a Prepayment Meter would require the authorised person or any relevant installer or other person acting on behalf of the authorised person to gain access to the relevant Domestic Premises, the authorised person must ensure that such installation or switching is not effected unless the relevant Consumer has given their Explicit Consent to this.
- 17.9. Without prejudice to the operation of any other restriction which may apply under paragraph [17.10] or paragraph [17.11], where:
- 17.9.1. the installation of a Prepayment Meter or the switching of an existing Supply Meter to a Prepayment Mode such that it then operates as a Prepayment Meter can be effected without gaining access to the relevant Domestic Premises; but

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- 17.9.2. the relevant Domestic Consumer has not given their Explicit Consent to such installation or switching, the authorised person must ensure that such installation or switching is not effected unless all of the following requirements are met:
- 17.9.3. the Debt Trigger has been met;
- 17.9.4. the authorised person has made multiple attempts to engage with the relevant Domestic Consumer;
- 17.9.5. the authorised person has in respect of the relevant Domestic Consumer complied with its obligations to Domestic Consumers in payment difficulty (including under authorisation condition [16] (Security Deposits, Payment Difficulties, Disconnections and Direct Debits);
- 17.9.6. appropriate Site Welfare Visits have been carried out;
- 17.9.7. the authorised person has determined that use of the relevant Prepayment Meter would be safe and reasonably practicable in all the circumstances of the case (including by reference to the Precautionary Principle, and having carried out checks of all relevant information relating to the Priority Services Register); and
- 17.9.8. prior to the relevant installation or switching being effected, the authorised person has provided a reasonable amount of advance notice in Writing to the relevant Domestic Consumer, explaining in a reasonable level of detail in the relevant notice what the impact of the relevant installation or switching will be on the way in which the Domestic Consumer is required to pay for their supply of heating, cooling or hot water.
- 17.10. Subject to paragraph [17.12], where:
- 17.10.1. the installation of a Prepayment Meter or the switching of an existing Supply Meter to a Prepayment Mode such that it then operates as a Prepayment Meter can be effected without gaining access to the relevant Domestic Premises; but
- the installation of a Prepayment Meter or the switching of an existing Supply Meter to a Prepayment Mode such that it then operates as a Prepayment Meter can be effected without gaining access to the relevant Domestic Premises; but
- 17.10.2. the relevant Domestic Consumer has not given their Explicit Consent to such installation or switching, the authorised person must ensure that such installation or switching is not effected, in Winter, at a Domestic Premises if the authorised person knows or has reason to believe that the occupants of the premises include a person who is under the age of 2 or is over the age of 75, disabled, terminally ill or chronically sick.

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- 17.11. If the authorised person knows or has to reason believe that the occupants of a Domestic Premises include any of the following persons:
- 17.11.1. a person who has a medical condition which means that, for medical reasons, they need to receive or may need to receive a supply of heating or hot water throughout the year;
- 17.11.2. a person who has a serious mental or developmental disability;
- 17.11.3. a person how is under the age of 5; or
- 17.11.4. a person who is temporarily in a vulnerable situation due to being pregnant or for another health related reason,
- then where:
- 17.11.5. the installation of a Prepayment Meter or the switching of an existing Supply Meter to a Prepayment Mode such that it then operates as a Prepayment Meter can be effected without gaining access to the relevant Domestic Premises; but
- 17.11.6. the relevant Domestic Consumer has not given their Explicit Consent to such installation or switching,
- the authorised person must ensure that such installation or switching is not effected unless the authorised person has carried out a vulnerability assessment in respect of the occupants of the relevant Domestic Premises and has determined to its reasonable satisfaction that use of the relevant Prepayment Meter would not have a significant impact on the wellbeing of any of those occupants.
- 17.12. For a transitional period, paragraph [17.10] will not apply to any relevant heat network in respect of which the total number of individual premises being supplied, or capable of being supplied, with heating, cooling or hot water by means of that network is 10 (ten) or fewer.
- 17.13. In relation to any installation or switching of the kind described in paragraph [17.9], the authorised person:
- 17.13.1. when considering the relevant Domestic Consumer's ability to pay and conducting financial assessments, must accept any information relevant to the subject matter of paragraph [17.9];
- 17.13.2. must accept information from and actions on behalf of the relevant Domestic Consumer by any person or organisation to act on their behalf;
- 17.13.3. must not link any staff incentives to the number of installations;
- 17.13.4. must ensure that Site Welfare Visits include the use of audio recording equipment or body cameras;

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17.13.5. must ensure that post installation aftercare support is provided; and

17.13.6. must retain any assessment documentation and audio or body camera recordings for an appropriate period.

Other Prepayment Meter related obligations

17.14. The authorised person must comply with any other obligations relating to Prepayment Meters (including but not limited to those in authorisation condition [16] (Security Deposits, Payment Difficulties, Disconnections and Direct Debits). In the event of any irreconcilable inconsistency between paragraphs [17.8] to [17.11] and any other authorisation condition or any other provision made under them, paragraphs [17.8] to [17.11] shall prevail.

Proportionality principle for debt recovery activities

17.15. In relation to the recovery of Outstanding Charges, Other Outstanding Charges or any other debt ("the charges") from a Domestic Consumer, the authorised person must ensure that:

17.15.1. any action it or a Representative takes (including the exercise of any applicable statutory powers); and

17.15.2. the costs which they seek to recover from that Domestic Consumer as a result, are proportionate in the context of the amount of the charges.

Debt completion assessment

17.16. Where a Domestic Consumer who is using a Prepayment Meter as a result of an installation or switching of the kind described in paragraph [17.9] has repaid all debt owed, the authorised person must ensure that such Domestic Consumer is contacted and offered:

17.16.1. an assessment of whether a Prepayment Meter remains the most appropriate payment method (including in accordance with paragraph [17.4] and any guidance issued under paragraph [17.5]);

17.16.2. appropriate information on alternative payment methods and tariffs; and

17.16.3. the option to move to an alternative payment method.

17.17. If the relevant Domestic Consumer decides, pursuant to paragraph [17.16] to move to an alternative payment method, the authorised person must:

17.17.1. agree to and implement this change as soon as reasonably practicable, subject to required credit checks; and

17.17.2. ensure that any Security Deposit required as part of this process does not exceed a reasonable amount.

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Condition Title: Self-disconnection**Condition Number: [18]****Introduction to condition**

This condition obliges authorised persons who carry on the regulated activity of supplying heating, cooling or hot water by means of a relevant heat network to comply with certain requirements relating to “Self-disconnection” by Domestic Consumers who use prepayment meters. These requirements include: taking reasonable steps to identify instances of Self-disconnection and, if identified, offer appropriate support to the relevant Domestic Consumer; and requirements to offer various kinds of credit to Domestic Consumers.

Proposed text of condition**Identifying Self-disconnection**

- 18.1. Where a Domestic Consumer uses a Prepayment Meter the authorised person must:
- 18.1.1. take all reasonable steps, having regard to paragraph [18.2], to identify on an ongoing and continuous basis, whether that Domestic Consumer is Self-disconnecting; and
- 18.1.2. if the authorised person identifies that the Domestic Consumer is Self-disconnecting, offer that Domestic Consumer appropriate support in accordance with this authorisation condition [18], authorisation condition [16] (Security Deposits, Payment Difficulties, Disconnections and Direct Debits), [authorisation condition [12] (Assistance and Advice Information)] and all other obligations relating to Prepayment Meter Consumers, and in deciding what is appropriate support for that Domestic Consumer, take into account whether any occupant of the relevant Domestic Premises is in a Vulnerable Situation, as appropriate.
- 18.2. For the purposes of paragraph [18.1.1], if the relevant Prepayment Meter does not have the functionality to enable the authorised person to identify itself whether the relevant Domestic Consumer is Self-disconnecting, the authorised person must ensure that appropriate communication channels are available for that Domestic Consumer to inform the authorised person that they are Self-disconnecting.

Provision of Emergency Credit and Friendly-hours Credit

- 18.3. Where a Domestic Consumer uses a Prepayment Meter the authorised person must offer a reasonable amount of Emergency Credit and Friendly-hours Credit to that Domestic Consumer, unless it is

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technically unfeasible and/or outside of the control of the authorised person to offer those credit facilities to that Domestic Consumer.

- 18.4. Where it is technically unfeasible and/or outside of the control of the authorised person to offer Emergency Credit and Friendly-hours Credit to the Domestic Consumer, the authorised person must take all reasonable steps to provide that Domestic Consumer with alternative short-term support in a timely manner.
- 18.5. Where paragraph [18.3] applies, if the authorised person becomes aware or has reason to believe that a Domestic Consumer is having or will have difficulty paying all or part of the Charges, the authorised person must adhere to authorisation condition [16.8] (Security Deposits, Payment Difficulties, Disconnections and Direct Debits) when calculating instalments for the Domestic Consumer to repay the total amount of Emergency Credit and/or Friendly-hours Credit provided.

Provision of Additional Support Credit

- 18.6. Subject to paragraph [18.8], on each and every occasion on which:
- 18.6.1. an authorised person identifies that a Domestic Consumer who uses a Prepayment Meter has Self-disconnected or is Self-disconnecting in circumstances in which any occupant of the relevant Domestic Premises is in a Vulnerable Situation; and/or
- 18.6.2. the authorised person becomes aware or has reason to believe that a Domestic Consumer who uses a Prepayment Meter has Self-rationed or is Self-rationing in circumstances in which any occupant of the relevant Domestic Premises is in a Vulnerable Situation,
- the authorised person must offer a reasonable amount of Additional Support Credit to that Domestic Consumer in a timely manner in addition to the support offered in paragraph [18.3].
- 18.7. Where paragraph [18.6] applies, on each occasion on which the authorised person offers Additional Support Credit, the authorised person must assess the sum of Additional Support Credit it offers to the Domestic Consumer and calculate the instalments for the Domestic Consumer to repay the Additional Support Credit it offers to the Domestic Consumer in accordance with authorisation condition [16] (Security Deposits, Payment Difficulties, Disconnections and Direct Debits).
- 18.8. Should the authorised person, acting reasonably and having fully considered and complied with its obligation in paragraph [18.6] and [18.7] (apart from actually offering the Domestic Consumer Additional Support Credit), determine that the provision of Additional Support Credit to the Domestic Consumer is not in the best interest of the Domestic Consumer the authorised person shall not be obliged to provide Additional Support Credit under [18.6] to that Domestic Consumer on that occasion, however, the authorised person must provide alternative appropriate support to that Domestic

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Consumer in accordance with authorisation condition [2] (Supplier Standards of Conduct) and authorisation condition [12] (Assistance and Advice Information).

Provision of Prepayment Meter Credit

- 18.9. On each occasion the authorised person installs a Prepayment Meter or switches an existing Supply Meter to a Prepayment Mode in the circumstances envisaged by authorisation condition [17.9] (Prepayment Meters) where the relevant Domestic Consumer has not given their Explicit Consent to such installation or switching, the authorised person must ensure that the relevant Domestic Consumer receives Prepayment Meter Credit, unless it is technically infeasible and/or outside of the control of the authorised person to offer those credit facilities to that Domestic Consumer.
- 18.10. Where paragraph [18.9] applies, the authorised person must adhere to authorisation condition [16.8] (Security Deposits, Payment Difficulties, Disconnections and Direct Debits) when calculating instalments for the Domestic Consumer to repay the total amount of Prepayment Meter Credit.
- 18.11. In the event it is technically infeasible to apply the Prepayment Meter Credit in paragraph [18.9], the authorised person must take all reasonable steps to ensure that the Domestic Consumer does not experience an interruption to their supply of heating, cooling or hot water.

Provision of Information

- 18.12. The authorised person must ensure that each Domestic Consumer who uses a Prepayment Meter is given adequate information in a Form and frequency that is sufficient to allow that Domestic Consumer to quickly and easily understand the authorised person's Emergency Credit, Friendly-hours Credit, Additional Support Credit and Prepayment Meter Credit facilities (as appropriate) including what this is, when this can be used and how this is repaid by the Domestic Consumer.

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Condition Title: Social Obligations Reporting**Condition Number: [19]****Introduction to condition**

This condition obliges authorised persons who carry on the regulated activity of supplying heating, cooling or hot water by means of a relevant heat network to provide specified bodies with information specified by the Authority relating to matters that are relevant to the authorised person's dealing with its Domestic Consumers.

Proposed text of condition

- 19.1. The authorised person must provide the Authority, Citizens Advice, Citizens Advice Scotland and Consumer Scotland with information specified by the Authority in guidance relating to matters that it reasonably considers are relevant to the authorised person's dealings with its Domestic Consumers and/or (as applicable) any occupants of Domestic Premises supplied by the authorised person.
- 19.2. The information referred to in [19.1] may, in particular, include information about:
- 19.2.1. the number of the authorised person's Domestic Consumers using each method of payment for Charges;
 - 19.2.2. failures by the authorised person's Domestic Consumers to pay Charges by the date on which the payment was due;
 - 19.2.3. Disconnections carried out by the authorised person;
 - 19.2.4. the provision by the authorised person of energy efficiency information; and
 - 19.2.5. the services offered by the authorised person to persons on its Priority Services Register and the number of persons who are listed on that register.
- 19.3. The information provided by the authorised person under [19.1] 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 specify in guidance following consultation and where relevant with the authorised person, Citizens Advice, Citizens Advice Scotland and Consumer Scotland.

Condition Title: Security of Supply**Condition Number: [20]**

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Introduction to condition

This condition obliges authorised persons who carry on the regulated activity of operating a relevant heat network to ensure a reliable supply of heating, cooling or hot water.

Proposed text of condition**Ensuring a reliable supply of heating, cooling or hot water**

- 20.1. In respect of each relevant heat network operated by the authorised person, the authorised person must operate that relevant heat network in a manner intended to ensure a reliable and consistent supply of heating, cooling or hot water by means of that relevant heat network, taking all reasonable steps to minimise outages and disruptions, including the following actions:
- 20.1.1. maintaining the applicable relevant heat network in accordance with manufacturers' recommendations and good industry practice in order to minimise interruptions to the supply of heating, cooling or hot water, including by way of promptly repairing or replacing any components of the applicable relevant heat network which are in need of repair or replacement for any reason;
 - 20.1.2. periodically reviewing and assessing the reliability of the applicable relevant heat network in accordance with good industry practice, and promptly making any upgrades or other modifications which may be required to ensure that the applicable relevant heat network is and remains capable of providing a reliable and consistent supply of heating, cooling or hot water; and
 - 20.1.3. monitoring and reporting in accordance with good industry practice on the performance of the applicable relevant heat network and the reliability and consistency of the supply to Consumers of heating, cooling or hot water by means of the applicable relevant heat network, addressing promptly any issues identified through this monitoring process.

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Condition Title: Revocation**Condition Number: [21]****Introduction to condition**

This condition contains circumstances where the Authority may revoke a heat network authorisation in whole or in part. Additional rules for modification of a heat network authorisation are set out in the Regulations and other authorisation conditions.

Proposed text of condition

21.1. The Authority may at any time revoke the heat network authorisation in whole or in part by:

21.1.1. giving no less than 30 days' (or such shorter period as the Authority and the authorised person agree in writing) notice in writing to the authorised person:

- (a) if the authorised person agrees in writing with the Authority that the heat network authorisation (or part, as applicable) should be revoked;
- (b) if any amount payable to the Authority under the authorisation conditions is unpaid 30 days after it has become due and remains unpaid for a period of 14 days after the Authority has given the authorised person notice that the payment is overdue - provided that no such notice shall be given earlier than the sixteenth day after the day on which the amount payable became due;
- (c) if the authorised person fails:
 - i. to comply with a final order (within the meaning of regulation 29 of the Regulations) or with a provisional order (within the meaning of that regulation) which has been confirmed under that regulation and (in either case) such failure is not rectified to the satisfaction of the Authority within three months after the Authority has given notice in writing of such failure to the authorised person provided that no such notice shall be given by the Authority before the expiration of the period within which an application under regulation 29 of the Regulations could be made questioning the

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validity of the final or provisional order or before the proceedings relating to any such application are finally determined;

- ii. to pay any penalty (within the meaning of regulation 31 of the Regulations) by the due date for such payment and such payment is not made to the Authority within three months after the Authority has given notice in writing of such failure to the authorised person - provided that no such notice shall be given by the Authority before the expiration of the period within which an application under regulation 35 of the Regulations could be made questioning the validity or effect of the financial penalty or before the proceedings relating to any such application are finally determined; or
- iii. to comply with a consumer redress order (within the meaning of regulation 37 of the Regulations) and such failure is not rectified to the satisfaction of the Authority within three months after the Authority has given notice in writing of such failure to the authorised person provided that no such notice shall be given by the Authority before the expiration of the period within which an application under regulation 43 of the Regulations could be made or before the proceedings relation to any such application are finally determined;

(d) the authorised person fails to comply with:

- i. an order made by the court under section 34 of the Competition Act 1998
- ii. an order made by the Authority under Sections 158 or 160 of the Enterprise Act 2002;
- iii. an order made by the CMA under Sections 76, 81, 83, 84 and 161 of the Enterprise Act 2002;
- iv. an order or decision (as applicable) made by the Secretary of State under Sections 66, 147, 160 or 161 of the Enterprise Act 2002; or

(e) if the authorised person:

- i. has not within one (1) year after the date on which the heat network authorisation comes into force, commenced all of the regulated activities to which the heat network authorisation relates (or, in the case of a revocation in part, the relevant regulated activity or activities); or

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- ii. has ceased to carry on all of the regulated activities to which the heat network authorisation relates (or, in the case of a revocation in part, the relevant regulated activity or activities);
- 21.1.2. giving no less than 24 hours' notice in writing to the authorised person if the authorised person:
- (a) is unable to pay its debts (within the meaning of section 123(1) or (2) of the Insolvency Act 1986, but subject to paragraph [21.2] of this authorisation condition) or has any voluntary arrangement proposed in relation to it under section 1 of that Act or enters into any compromise or scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the Authority) or the occurrence of any analogous event;
 - (b) has a receiver (which expression shall include but not be limited to a fixed charge receiver, a receiver appointed pursuant to the Law of Property Act 1925, an administrative receiver or other receiver within the meaning of section 29 of the Insolvency Act 1986 in England and Wales or a receiver within the meaning of section 70 of the Insolvency Act 1986 in Scotland) of the whole or any material part of its assets or undertaking appointed;
 - (c) enters administration within the meaning of paragraph 1 of Schedule B1 to the Insolvency Act 1986;
 - (d) passes any resolution for winding-up other than a resolution previously approved in writing by the Authority; or
 - (e) becomes subject to an order for winding-up by a court of competent jurisdiction;
 - (f) has a trustee in bankruptcy appointed, is subject to a debt relief order or a County Court administration order, enters an individual voluntary arrangement or a breathing space moratorium or a debt management plan or the occurrence of any analogous event;

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- (g) has a trustee in sequestration appointed, enters a trust deed, a protected trust deed or a debt arrangement scheme or the occurrence of any analogous event; or
 - (h) has any event occur, or proceedings taken, in any jurisdiction to which it is subject, that has an effect equivalent or similar to any of the events mentioned above;
- or
- 21.1.3. giving no less than 7 days' notice in writing to the authorised person where the Authority is satisfied that there has been a material misstatement (of fact) by, or on behalf of the authorised person, in making an application in relation to the heat network authorisation.
- 21.2. The authorised person shall not be deemed to be unable to pay its debts for the purposes of sub-paragraph [21.1.2(a)] if any such demand as is mentioned in section 123(1)(a) of the Insolvency Act 1986 is being contested in good faith by the authorised person with recourse to all appropriate measures and procedures or if any such demand is satisfied before the expiration of such period as may be stated in any notice given by the Authority under paragraph [21.1].
- 21.3. A reference to revoking the heat network authorisation in part is a reference to revoking it in relation to one or more (but not all) of the regulated activities to which the heat network authorisation relates.

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Condition Title: Application of General Authorisation Conditions**Condition Number: [22]****Introduction to condition**

This condition sets out how different sections of the general authorisation conditions will apply to different categories of authorised person, depending on the regulated activities they carry on. Once the complete set of general authorisation conditions has been finalised for the launch date, the conditions will be organised into sections as envisaged by this condition.

Notwithstanding this broad structure, which is designed to help authorised persons to identify the conditions potentially relevant to their activities, particular conditions may only apply to particular activities, for example, where a supply is made to a particular kind of Consumer.

Proposed text of condition**Application of general authorisation conditions**

22.1. The general authorisation conditions shall have effect as set out below.

Section A (All authorised persons)	The authorisation conditions included in Section A of the general authorisation conditions have effect for all persons authorised or treated as authorised to carry on a regulated activity and shall have effect for each such regulated activity carried on, except to the extent otherwise provided in any such authorisation condition.
Section B (Supply)	<p>The authorisation conditions included in Section B of the general authorisation conditions have effect for an authorised person who is authorised or treated as authorised to carry on the regulated activity of supplying heating, cooling or hot water to heat network consumers by means of one or more relevant heat networks, provided that:</p> <ul style="list-style-type: none"> (a) such authorisation conditions shall not apply to an authorised person who carries on the regulated activity of supply only by means of one or more Industrial Heat Networks; and (b) where an authorised person carries on the regulated activity of supply by means of one or more Industrial Heat Networks in addition to carrying on the regulated activity of supply by means of one or more other relevant heat networks, such authorisation

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	conditions shall be construed as if they do not apply to the authorised person's activities in relation to any Industrial Heat Network.
Section C (Operator)	<p>The authorisation conditions included in Section C of the general authorisation conditions have effect for an authorised person who is authorised or treated as authorised to carry on the regulated activity of operating one or more relevant heat networks provided that:</p> <ul style="list-style-type: none"> (a) such authorisation conditions shall not apply to an authorised person who operates a relevant heat network only by virtue of operating one or more Industrial Heat Networks and/or Self-Supply Networks; or (b) where an authorised person operates one or more Industrial Heat Networks and/or Self-Supply Networks in addition to operating one or more other relevant heat networks, such authorisation conditions shall be construed as if they do not apply to the authorised person's activities in relation to any such Industrial Heat Network or Self-Supply Network.

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Condition Title: Definitions**Condition Number: [23]**

Introduction to condition

This condition contains definitions that are applicable to the authorisation conditions.

Proposed text of condition

- 23.1. This authorisation condition sets out defined words and expressions used in more than one authorisation condition (all of which begin with capital letters) and gives their definitions next to them.

Definitions in alphabetical order

- 23.2. In the authorisation conditions, unless the context otherwise requires:

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Additional Support Credit	means, in circumstances where any occupant of a Domestic Premises is in a Vulnerable Situation, a fixed amount of credit provided to the relevant Domestic Consumer when that Domestic Consumer's Prepayment Meter credit runs low or runs out to ensure a continuity of, or a return to, supply of heating, cooling or hot water;
Affiliate	means, in relation to an authorised person, any holding company or subsidiary or subsidiary undertaking of a holding company of the authorised person, in each case within the meaning of the Companies Act 2006;
Authority	means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000 or, where applicable, the Office of Gas and Electricity Markets on its behalf;
Bill	means a statement of Charges applicable to the Consumer and “ Bills ” shall be construed accordingly;
Billing	all matters relating to the provision of a Bill or statement of account to a Consumer, including the content and calculations relating to such a Bill or statement of account and the collection and use of information relating to the consumption of heating, cooling or hot water as supplied by means of a relevant heat network;
Billing Information	is to be interpreted in accordance with authorisation condition [13] (Provision of Billing and Price Transparency Information);
Bulk Supply	means where heating, cooling or hot water is supplied to a Bulk Supply Consumer by means of a relevant heat network and “ Bulk Supplier ” shall be construed accordingly;
Bulk Supply Consumer	means a Consumer who takes a supply of heating, cooling or hot water from one relevant heat network for the purpose of supplying one or more other Consumers by means of another relevant heat network;
Charge	means any charge for or in relation to the supply of heating, cooling or hot water, including the Standing Charge, Unit Rate, any reasonable and proper disconnection charges, reconnection charges, abortive call-out charges and debt-processing charges levied in relation to the supply of heating, cooling or hot water, and references to Charges shall be construed accordingly;
Charge Recovery Action	has the meaning given in authorisation condition [14] (Back-billing);

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Complaint	<p>means an expression of dissatisfaction about the standard of service, action or inactions of the authorised person, or those acting on its behalf, where:</p> <ul style="list-style-type: none"> (a) the dissatisfaction arises in direct response to the carrying on of a regulated activity by the authorised person, or those acting on its behalf; (b) one or more Relevant Consumers are affected; and (c) a response is explicitly or implicitly required or expected to be provided thereafter.
Complaints Handling Procedure	is to be interpreted in accordance with authorisation condition [11] (Complaints);
Compensation Payment	<p>means any payment made by the authorised person (including any voluntary payment) to a specific Domestic Customer in accordance with any customer service, complaint handling or redress arrangements which:</p> <ul style="list-style-type: none"> (a) in the case of a payment which is required by the Authority, any legislation, authorisation conditions, formal redress arrangement, or by the courts, is the payment which the authorised person is required to provide; and (b) in all other cases, is a payment which is made solely on the basis of a specific issue which: <ul style="list-style-type: none"> (i) relates to customer service, complaint handling or redress; and (ii) specifically affects the Domestic Customer to whom the payment is made;
Consumer	means a heat network consumer who takes a supply of heating, cooling or hot water (or, where the context requires, a heat network consumer who requires a supply to be made);
Consumer Credit Balance	means the amount by which the payments made by a Domestic Consumer to the authorised person under or in accordance with the relevant Domestic Supply Contract exceeds the total amount of Charges which is due and payable by that Domestic Consumer to the authorised person under that Domestic Supply Contract;
Consumer Objective for Operators	has the meaning given in authorisation condition [3.1] (Operator Standards of Conduct);
Consumer Objective for Suppliers	has the meaning given in authorisation condition [2.1] (Supplier Standards of Conduct);

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Credit Limiting	means the practice by which the authorised person limits the amount by which the total Charges accrued by a Domestic Customer under a Domestic Supply Contract may exceed the payments made by that Domestic Customer to the authorised person under or in accordance with the relevant Domestic Supply Contract and related expressions must be read accordingly;
Customer	<p>(a) in respect of an Electricity Supplier, has the meaning given in standard licence condition 1 of the Standard conditions of electricity supply licence; and</p> <p>(b) in respect of a Gas Supplier, has the meaning given in standard licence condition 1 of the Standard conditions of gas supply licence;</p> <p>and Customers shall be construed accordingly.</p>
Debt Trigger	means, where Charges have been outstanding for three months or more after the date the bill has been issued, and Outstanding Charges are more than the amount specified by the Authority for these purposes and the Consumer is not on, or transitioning, to a repayment plan;
Deemed Contract	means a Deemed Contract by Conduct or a Deemed Contract by Statute;
Deemed Contract by Conduct	means a contract formed, or alleged to have been formed, between an authorised person and a heat network consumer otherwise than through an active acceptance by that heat network consumer, including in circumstances where terms and conditions have been provided to, but not signed by, that heat network consumer;
Deemed Contract by Statute	a contract deemed to have been made with a heat network consumer in accordance with the Regulations;
Disadvantageous Unilateral Variation	means a change to the contract made by the authorised person without consulting the Consumer, which would put the Consumer in a worse position than if the change had not been made;
Disconnect	in relation to a supply of heating, cooling or hot water, means to stop that supply and related expressions must be read accordingly;
Discount	means (excluding a Compensation Payment, an Outstanding Charges Discount and a Payment Difficulty Discount) any form of payment, saving, rebate, benefit or reward (whether financial or otherwise) which is in any way linked or otherwise relates to a Relevant Supply Contract or Deemed Contract (and, includes goods and services provided to a Consumer free of charge or at a reduced charge);
Domestic Consumer	means a Consumer taking (or requiring) a supply for domestic purposes; and “Non-Domestic Consumer” shall be construed accordingly;
Domestic Supply Contract	means a Supply Contract between an authorised person and a Domestic Consumer;

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Domestic Premises	means premises at which heating, cooling or hot water (as supplied by means of a relevant heat network) is consumed wholly or mainly for a domestic purpose;
Electricity Supplier	means any person who holds an Electricity Supply Licence;
Electricity Supply Licence	means an electricity supply licence granted or treated as granted under section 6(1)(d) of the Electricity Act 1989;
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.
Emergency Credit	means a fixed amount of credit provided to a Domestic Consumer when that Domestic Consumer's Prepayment Meter credit runs low or runs out to ensure a continuity of, or a return to, supply of heating, cooling or hot water;
Energy Services Provider	means a person who supplies energy efficiency services;
Explicit Consent	means consent by a Consumer which satisfies the following conditions: <ul style="list-style-type: none"> (a) the consent is unmistakably given by the relevant Consumer in Writing, rather than implied or retained in terms and conditions and/or just given verbally; (b) the consent is not given under pressure from the authorised person or any Representative; and (c) a record is made by the authorised person of the date on which and method by which the consent is given;
'Fair' and cognate expressions	the authorised person or any Representative would not be regarded as treating a person Fairly if their actions or omissions give rise to a likelihood of detriment to that person, unless the detriment would be reasonable in all the relevant circumstances;
First-Tier Tribunal	means the first-tier tribunal (Property Chamber – Residential Property);
Form	includes the means by which information is communicated and the way in which information is presented or structured;
Friendly-hours Credit	means an amount of credit provided overnight, at weekends and public holidays to a Domestic Consumer when that Domestic Consumer's Prepayment Meter credit runs low or runs out to ensure a continuity of, or a return to, supply of heating, cooling or hot water;
Gas Supplier	means any person who holds a Gas Supply Licence;

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Gas Supply Licence	means a gas supply licence granted or treated as granted under section 7A of the Gas Act 1986;
Historic Consumption Data	means: <ul style="list-style-type: none"> (a) except where a Relevant Consumer has held its Supply Contract for less than 12 months, the quantity of heating, cooling or hot water supplied to the Relevant Consumer's premises during the previous 12 months; and (b) where the Relevant Consumer has held its Supply Contract for less than 12 months, the quantity of heating, cooling or hot water supplied to the Relevant Consumer's premises during the duration of that Supply Contract;
Independent Audit	means an audit carried out by a person(s) with the relevant skills and expertise, other than the authorised person or an Affiliate, and Independent Auditor should be construed accordingly. Unless exempted by the Authority, the Auditor must be a person or firm regulated by an appropriate professional body;
Industrial Heat Network	means a heat network where all of the heating, cooling or hot water which is supplied by means of that heat network is wholly or mainly supplied for an Industrial Process;
Industrial Process	means a process for or incidental to any of the following purposes: <ul style="list-style-type: none"> (a) the making of any article or part of any article (including a ship or vessel, or a film, video or sound recording); (b) the altering, repairing, maintaining, ornamenting, finishing, cleaning, washing, packing, canning, adapting for sale, breaking up or demolition of any article; or (c) the getting, dressing or treatment of minerals; in the course of any trade or business other than agriculture, and other than a use carried out in or adjacent to a mine or quarry;
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;

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Last Resort Supply Direction	<p>(a) in respect of an Electricity Supplier, has the meaning given in standard licence condition 1 of the Standard conditions of electricity supply licence; and</p> <p>(b) in respect of a Gas Supplier, has the meaning given in standard licence condition 1 of the Standard conditions of gas supply licence;</p>
Microbusiness Consumer	means a Consumer taking (or requiring) a supply for the purposes of a micro-business;
Minimum Details	means the names of relevant persons, details of any relevant Personal Characteristics and/or Vulnerable Situation, and such other details which are relevant to the subject matter of authorisation condition [15] (Priority Services Register) as the Authority may from time to time specify by publishing a statement in Writing (following public consultation and giving at least two months' prior notice);
Operator Standards of Conduct	is to be interpreted in accordance with authorisation condition [3] (Operator Standards of Conduct);
Other Outstanding Charges	means the amount of any charges for goods and/or services (other than Charges) which are due to the authorised person from a Domestic Consumer, have been demanded of that Domestic Consumer by the authorised person in Writing at least 28 days previously and remain unpaid;
Outstanding Charges	means the amount of any Charges which are due to the authorised person from a Domestic Consumer, have been demanded of that Domestic Consumer by the authorised person in Writing at least 28 days previously and remain unpaid;
Outstanding Charges Discount	means any form of reduction, saving, or write-off provided by the authorised person in respect of a specific Domestic Consumer (including a Domestic Consumer whose identity is unknown) on the basis that the Domestic Consumer has Outstanding Charges and/or Other Outstanding Charges;
Payment Difficulty Discount	means any form of reduction, saving, or write-off provided by the authorised person in respect of a specific Domestic Consumer on the basis that authorisation condition [16] (Security Deposits, Payment Difficulties, Disconnections, and Direct Debits) applies in respect of that Domestic Consumer;
Pensionable Age	means, in relation to any person, pensionable age within the meaning given by section 48(2B) of the Gas Act 1986;

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Personal Characteristics	means, in relation to any person: <ul style="list-style-type: none"> (a) the person being of Pensionable Age ; (b) the person being chronically sick, or having an impairment, disability, or long term medical condition (including a visual, auditory or mobility impairment); and/or (c) the person having any other characteristics identified by the authorised person as being relevant due to the nature of the Priority Services;
Precautionary Principle	means the assumption to be made by authorised persons that any Domestic Consumer faced for debt related reasons with having to use a Prepayment Meter is likely to be in financial difficulty and therefore more likely to self-disconnect;
Prepayment Meter	means any Supply Meter which is set to operate or can only operate in a Prepayment Mode. In the case of any Supply Meter which is capable of operating in a Prepayment Mode and one or more other modes, that Supply Meter will accordingly be treated as being a Prepayment Meter whenever it has been switched or otherwise set to operate in a Prepayment Mode;
Prepayment Meter Consumer	means a Consumer with a Prepayment Meter;
Prepayment Meter Credit	means an appropriate amount of credit, or equivalent non-disconnection period, which is consistent with any relevant guidance issued by the Authority and is to be provided automatically in the circumstances described in paragraph [18.9] of authorisation condition [18] (Self-disconnection);
Prepayment Mode	means, in relation to a Supply Meter, a mode of operation which requires the relevant Consumer to pay Charges in advance;
Principal Terms	means all terms and information required to be included in a Relevant Supply Contract, Deemed Contract or Relevant Lease, as applicable, by authorisation condition 9 (Heat Supply Contracts) and any other term that may reasonably be considered to significantly affect the evaluation by the Consumer of the Relevant Supply Contract, Deemed Contract or Relevant Lease, as applicable, under which heating, cooling or hot water may be supplied;
Priority Services	is to be interpreted in accordance with authorisation condition [15] (Priority Services Register);
Priority Services Register	has the meaning given in authorisation condition [15.1] (Priority Services Register);
Public Electronic Communication Network	has the meaning given in section 151 of the Communications Act 2003;
Qualifying Redress Scheme	means the Energy Ombudsman Scheme or Housing Ombudsman Scheme (as appropriate);

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Regulations	means the Heat Network (Market Framework) (Great Britain) Regulations 2025;
Relevant Consumer	means a Domestic Consumer, a Microbusiness Consumer and/or a Small Business Consumer except any such Consumer in its capacity as a Bulk Supply Consumer;
Relevant Consumer Advice Body	<p>means one or more of:</p> <ul style="list-style-type: none"> (a) Citizens Advice; (b) Citizens Advice Scotland; (c) Consumer Scotland; <p>and references to Relevant Consumer Advice Bodies shall be construed accordingly.</p>
Relevant Contract Change Notice	is a notice that is served pursuant to authorisation condition [10.1] (Contract Changes Information (Notifications of Price Information and Disadvantageous Unilateral Variations));
Relevant Costs	has the meaning given in s18(2) and (3) of Landlord and Tenant Act 1985;
Relevant Dispute Resolution Body	means the Energy Ombudsman, Housing Ombudsman or the First-Tier Tribunal as appropriate and any equivalent, similar or analogous bodies in Wales, Scotland or Great Britain;
Relevant Energy Licensee	<p>means any person who holds a licence granted or treated as granted under any of:</p> <ul style="list-style-type: none"> (a) section 6(1)(b), 6(1)(c), 6(1)(d), 6(1)(da) and/or 6(1)(f) of the Electricity Act 1989; and (b) section 7, 7A and/or 7AB of the Gas Act 1986;
Relevant Industry Mechanisms	means arrangements for the purposes of sharing the Minimum Details with specified persons as designated by the Authority by publishing a statement in Writing (following public consultation and giving at least two months' prior notice);
Relevant Lease	means a lease or tenancy agreement to which the Landlord and Tenant Act 1985 applies and pursuant to which the charges paid or payable for the supply of heating, cooling or hot water form (or will form) part of a Service Charge (or any other agreement governed by legislative provisions with similar effect in any jurisdiction within Great Britain).

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Relevant Order

means:

- (a) a prohibition order under section 20 or 21 of the Housing Act 2004;
- (b) a demolition order under section 46 of the Housing Act 2004;
- (c) an interim management order under section 102 of the Housing Act 2004; or
- (c) a final management order under section 103 of the Housing Act 2004.

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Relevant Supply Contract	means a Supply Contract between an authorised person and a Relevant Consumer;
Relevant Year	means a year beginning on 1 April of each calendar year and ending on 31 March of the following calendar year;
Representative	in relation to an authorised person, means any person directly or indirectly authorised to represent that authorised person in its dealings with Consumers and/or occupants of a Domestic Premises;
Security Deposit	means a deposit of money as security for the payment of Charges;
Self-disconnection	<p>means when a Domestic Consumer uses a Prepayment Meter and experiences an interruption to their supply of heating, cooling or hot water because the credit on the meter has been exhausted.</p> <p>Terms derived from this, such as 'Self-disconnected' and 'Self-disconnecting' shall be construed accordingly;</p>
Self-rationing	<p>means when a Domestic Consumer deliberately limits its use of heating, cooling or hot water to save money for other goods or services.</p> <p>Terms derived from this, such as 'Self-ration' and 'Self-rationed' shall be construed accordingly;</p>
Self-Supply Network	means a district heat network where all the heating, cooling or hot water supplied by means of that district heat network is taken by the authorised person for that district heat network
Service Charge	means a service charge within the meaning of s18(1) of the Landlord and Tenant Act 1985 together with Relevant Costs;
Significant Managerial Responsibility or Influence	<p>means where a person plays a role in</p> <ul style="list-style-type: none"> (a) the making of decisions about how the whole or a substantial part of a person's activities are to be managed or organised; or (b) the actual managing or organising of the whole or a substantial part of those activities;
Site Welfare Visit	means a visit to Domestic Consumers' premises by appropriately trained staff or representatives to attempt to make contact with the Consumer to identify and/or further assess personal circumstances and characteristics to identify any vulnerabilities that may be present in the household to determine if the use of a Prepayment Meter is safe and reasonably practicable in all the circumstances;
Small Business Consumer	means a Consumer taking (or requiring) a supply for the purposes of a small business;

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Special Administration Order	<p>(a) in respect of an authorised person means a heat network administration order as defined in the Energy Act 2023, Schedule 18, Paragraph 47;</p> <p>(b) in respect of a Relevant Energy Licensee means either:</p> <p>(i) an energy administration order as defined in section 154 of the Energy Act 2004;</p> <p>(ii) an esc administration order as defined in section 94 of the Energy Act 2011; or</p> <p>(iii) an smcl administration order as defined in section 2 of the Smart Meters Act 2018;</p>
Standing Charge	means a monetary amount that is chargeable to a Consumer on a daily basis and which is chargeable in addition to charges arising on the basis of a Unit Rate;
Supplier Standards of Conduct	is to be interpreted in accordance with general authorisation condition [2.3] (Supplier Standards of Conduct);
Supply Contract	means a contract for the supply of heating, cooling or hot water between an authorised person and a Consumer but does not include a Deemed Contract;
Supply Meter	means a meter used or to be used for measuring the quantity of heating, cooling or hot water supplied to a Consumer;
Unit Rate	means the price charged per unit of heating, cooling or hot water supplied to a Consumer;
Vulnerable Situation	<p>means where the personal circumstances and characteristics of a person create a situation where he or she is:</p> <p>(a) significantly less able than a typical person to protect or represent his or her interests; and/or</p> <p>(b) significantly more likely than a typical person to suffer detriment or that detriment is likely to be more substantial;</p>
Website	means a website controlled and used by the authorised person to communicate with a Consumer for reasons relating to the supply of heating, cooling or hot water;
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; and

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Writing

includes writing sent or received by Electronic Communication and “Written” shall be construed accordingly.

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