

**Note: Consolidated conditions are not formal Public Register documents and should not be relied on.
Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

Gas and Electricity Markets Authority

GAS ACT 1986

**Standard conditions of
gas supply licence**

SECTION A: STANDARD CONDITIONS FOR ALL SUPPLIERS

General arrangements

1. Definitions for standard conditions	8
2. Interpretation of standard conditions	18
3. Application of Section B of standard conditions	21
4. Licensee's payments to Authority	22
5. Provision of Information to Authority and Data Retention	23
6. Classification of premises	25

Continuity of supply

7. Terms of Contracts and Deemed Contracts	28
7A. Supply to Micro Business Consumers	30
8. Obligations under Last Resort Supply Direction	34
9. Claims for Last Resort Supply Payment	36
10. Restriction or revocation of licence	38

Industry activities and procedures

11. Not used	40
12. Matters relating to Gas Meters	41
12A. Matters relating to Theft of Gas	46
13. Arrangements for site access	50
14. Customer transfer blocking	51
14A Customer transfer	55
15. Not used	58
16. Security and emergency arrangements	59
17. Mandatory exchange of information	61
18. Undertakings to Relevant Gas Transporters	64
19. Payments to Customers	65
19A. Financial information reporting	66
19B. Prohibition of cross-subsidies	68
19C. Green Deal Arrangements	69

Information for all Customers

20. Safety of gas supplies, Meter Point Reference Number and dispute settlement	72
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**Note: Consolidated conditions are not formal Public Register documents and should not be relied on.
Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

21. Not used	74
21A. Provision of the annual statement of supply to Participants of the Carbon Reduction Commitment (CRC) Energy Efficiency Scheme	75
21B. Billing based on meter readings	76

SECTION B: STANDARD CONDITIONS FOR DOMESTIC SUPPLIERS

Regulation of Domestic Supply Contracts

22. Duty to offer and supply under Domestic Supply Contract	79
23. Notification of Domestic Supply Contract terms	82
24. Termination of Domestic Supply Contracts	84

Domestic Customer protection

25. Marketing gas to Domestic Customers	87
25A. Prohibition of undue discrimination in supply	93
25B. Interoperability of Advanced Domestic Meters	95
26. Services for specific Domestic Customer groups	99
27. Payments, Security Deposits, Disconnections and final bills	101
28. Prepayment Meters	106
29. Gas safety	108
30. Supply Point Administration Agreement	110

Domestic Customer information

31. General information for Domestic Customers	113
31A. Information about gas consumption patterns	115
32. Reporting on performance	118

SECTION C: STANDARD CONDITIONS FOR ALL SUPPLIERS

33. Smart Metering System – Roll-out, Installation and Maintenance	119
34. Provision of an In-Home Display	122
35. Smart Metering Installation and Installation Code of Practice – Domestic Customers	125
36. Smart Metering Installation and Installation Code of Practice – Micro Business Consumers	132
37. Roll-out Reporting and Provision of Information to the Secretary of State	136
38. Roll-out Reporting, Setting and Achieving Annual Milestones, and Provision of Information to the Authority	139
39. Smart Metering Consumer Engagement	143
40. Security controls in relation to Smart Metering Systems	153
41. Smart Metering – Matters Related to Obtaining and Using Consumption Data	157

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013

SECTION A: STANDARD CONDITIONS FOR ALL SUPPLIERS

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

Standard conditions 1 to 6: General arrangements

Condition 1. Definitions for standard conditions

1.1 This condition sets out defined words and expressions used in the standard conditions of this licence (all of which begin with capital letters) and gives their definitions next to them.

Definitions in alphabetical order

1.2 In this licence, unless the context otherwise requires:

Act	means the Gas Act 1986;
Amount	in relation to gas, means its energy content expressed in kilowatt hours;
Applicable Customer	means, in relation to an application made by the licensee to the Authority in accordance with standard condition 10 (Restriction or revocation of licence), a Customer if: (a) immediately before the restriction or revocation takes effect, his premises are being supplied with gas by the licensee; and (b) in the case of a restriction, his premises will be excluded by it from this licence;
Application Regulations	means regulations made under section 7B of the Act that set out the form and manner in which applications for a Gas Supply Licence or an extension or restriction of such a licence are to be made;
Authority	means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000;
Bill	means an invoice or a demand for payment or any other instrument of the same or similar character and purpose;
Charges for the Supply of Gas	means, as between the licensee and a Customer, charges made by the licensee in respect of the supply of gas to that Customer's premises, including any charges made for the provision of a Gas Meter;
Citizens Advice consumer service	an online, telephone or face to face service provided by Citizens Advice or Citizens Advice Scotland that provides advice in response to enquiries from individual consumers acting alone or in groups;
Consumer Council	means the Gas and Electricity Consumer Council established

	under section 2 of the Utilities Act 2000;
Contract	includes, as between the licensee and a Customer, a contract deemed to have been made because of paragraph 19(2) of Schedule 5 to the Gas Act 1995 but does not include a Deemed Contract and related expressions must be read accordingly;
Customer	means any person supplied or requiring to be supplied with gas at any premises in Great Britain;
Credit Limiting	means the practice by which the licensee limits the amount by which the total Charges for the Supply of Gas accrued by a Domestic Customer under a Domestic Supply Contract may exceed the payments made by that Domestic Customer to the licensee under or in accordance with the relevant Domestic Supply Contract and related expressions must be read accordingly;
Deemed Contract	means, as between the licensee and a Customer, a contract deemed to have been made because of paragraph 8 of Schedule 2B to the Act but does not include a contract deemed to have been made because of paragraph 19(2) of Schedule 5 to the Gas Act 1995;
Designated Premises	means Non-Domestic Premises at which the measured annual consumption of gas is 732,000 kWh or less;
Directive	means Directive 2009/73/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in natural gas and repealing Directive 2003/55/EC;
Directly Connected	in relation to any premises, means so connected to a Gas Transporter's pipeline system that the final connection to the premises is from that system;
Disconnect	in relation to the supply of gas only, means to stop that supply to a Domestic Premises and related expressions must be read accordingly;
Domestic Customer	means a Customer supplied or requiring to be supplied with gas at Domestic Premises but excludes such Customer insofar as he is supplied or requires to be supplied at premises other than Domestic Premises;

Domestic Premises	has the meaning given in and is to be interpreted in accordance with standard condition 6 (Classification of premises);
Domestic Supply Contract	means a Contract for the supply of gas to Domestic Premises;
Domestic Supply Direction	means a direction issued by the Authority under paragraph 3 of standard condition 3 (Application of Section B of standard conditions) to give effect to Section B of the standard conditions;
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;
Financial Year	means a period of 12 months beginning on 1 April each year and ending on 31 March of the next calendar year;
Gas Interconnector Licence	means a gas interconnector licence granted or treated as granted under section 7ZA(1) of the Act;
Gas Meter	means a meter which conforms to the requirements of section 17(1) of the Act and is of an appropriate type for registering the quantity of gas supplied;
Gas Shipper	means any person who holds a Gas Shipper Licence;
Gas Shipper Licence	means a gas shipper licence granted or treated as granted under section 7A(2) of the Act;
Gas Supplier	means any person who holds a Gas Supply Licence;
Gas Supply Licence	means a gas supply licence granted or treated as granted under section 7A(1) of the Act;
Gas Transporter	means any person who holds a Gas Transporter Licence;

Gas Transporter Licence	means a gas transporter licence granted or treated as granted under section 7(2) of the Act;
Holding Company	means a holding company within the meaning of sections 736, 736A and 736B of the Companies Act 1985;
Industry Documents	includes the Supply Point Administration Agreement;
Information	means information (other than information subject to legal privilege) in any form or medium and of any description specified by the Authority and includes any documents, accounts, estimates, returns, records or reports and data of any kind, whether or not prepared specifically at the request of the Authority;
In-Home Display (or IHD)	means a device provided at premises which, on the date on which it is provided (or, if later, the date on which a Smart Metering System is installed at the premises), as a minimum: (a) is a device of a type identified in; (b) has the functional capability specified by; and (c) complies with the other requirements of, the IHD Technical Specification applicable at that date;
In-Home Display (or IHD) Technical Specification	means the document (or part of a document) which: (a) identifies itself as such; (b) applies in respect of the device referred to in that document as an in-home display; and (c) is designated by the Secretary of State, as it may be amended from time to time by a direction issued by the Secretary of State to all licensed gas and electricity suppliers;
Large Gas Meter	means a Gas Meter designed to operate with a maximum flow rate of greater than 11 cubic metres per hour;
Last Resort Supply Direction	means a direction given by the Authority to the licensee that specifies or describes the premises to be supplied with gas in accordance with standard condition 8 (Obligations under Last Resort Supply Direction);
Last Resort Supply	means a sum of money payable to the licensee to

Payment	compensate for any additional costs it incurs in complying with a Last Resort Supply Direction;
Meter Asset Manager	means (a) a person or a class or description of persons possessing the expertise satisfactorily to design, install, commission, inspect, repair, alter, reposition, remove, renew and maintain the whole or part of the Supply Meter Installation as defined in Section M, paragraph 1.2 of the Network Code as at 1 August 2007; or a person whose staff have such expertise; and (b) a person or a class or description of persons approved in accordance with the Supply Point Administration Agreement.
Meter Installer	in relation to any Gas Meter, means: (a) a person a class or description of persons possessing the expertise to connect that meter satisfactorily so that the gas supplied through it is duly registered; or (b) a person whose staff have such expertise;
Meter Point Reference Number	means a number relevant to the registration of a Customer that is prescribed by the Network Code;
Multi-Site Contract	has the meaning given in and is to be interpreted in accordance with standard condition 6 (Classification of premises);
Network Code	has the meaning given in and is to be interpreted in accordance with standard condition 9 (Network Code) of the Gas Transporter Licence;
Non-Domestic Customer	means a Customer who is not a Domestic Customer;
Non-Domestic Premises	has the meaning given in and is to be interpreted in accordance with standard condition 6 (Classification of premises);
Non-Domestic Supply Contract	means a Contract for the supply of gas to Non-Domestic Premises, as varied from time to time;
Notice	means notice given directly to a person in Writing;
Outstanding Charges	means the amount of any Charges for the Supply of Gas which are due to the licensee from a Domestic Customer, have been demanded of that Domestic Customer by the

	licensee in Writing at least 28 days previously and remain unpaid;
Participating Interest	has the meaning given by section 260 of the Companies Act 1985;
Pensionable Age	means, in relation to any person, pensionable age within the meaning given by section 48(2B) of the Act;
Prepayment Meter	includes any Gas Meter operating in a mode which requires a Domestic Customer to pay Charges for the Supply of Gas in advance, and references to the installation or removal of a Prepayment Meter includes the switching of any Gas Meter to or from such a mode;
Principal Terms	<p>means, in respect of any form of Contract or Deemed Contract, the terms that relate to:</p> <ul style="list-style-type: none">(a) Charges for the Supply of Gas;(b) any requirement to pay Charges for the Supply of Gas through a Prepayment Meter;(ba) in relation to a Domestic Supply Contract, any Credit Limiting which applies, including the Credit Limit;(c) any requirement for a Security Deposit;(d) the duration of the Contract or Deemed Contract;(e) the rights to end the Contract (including any obligation to pay a Termination Fee) or the circumstances in which a Deemed Contract will end, <p>and any other term that may reasonably be considered to significantly affect the evaluation by the Customer of the Contract under which gas may be supplied to his premises;</p>
Priority Services Register	means the register of certain of its Domestic Customers established and maintained by the licensee in accordance with standard condition 26 (Services for specific Domestic Customer groups);
Proposed Supplier Transfer	in relation to any premises at which a Gas Supplier is supplying gas, means the proposed transfer of responsibility for that supply from that Gas Supplier to any other Gas Supplier;

Protocol	means the arrangements in force under the Supply Point Administration Agreement by which Charges for the Supply of Gas owed to a Gas Supplier by a Domestic Customer to whom gas is supplied through a Prepayment Meter may be assigned to any other Gas Supplier;
Public Electronic Communications Network	has the meaning given in section 151 of the Communications Act 2003;
Regulation	means Regulation 2009/715/EC of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation 2005/1775/EC, as amended by Commission Decision 2010/685/EU of 10 November 2010 amending Chapter 3 of Annex I to Regulation 2009/715/EC of the European Parliament and of the Council on conditions for access to the natural gas transmission networks;
Relevant Gas Shipper	means a Gas Shipper that has made arrangements under which gas is conveyed: (a) to premises to which the licensee supplies gas; or (b) where the licensee supplies gas to Secondary Premises, to the Relevant Primary Premises;
Relevant Gas Supplier	in relation to any premises, means the Gas Supplier that is supplying gas to the premises;
Relevant Gas Transporter	in relation to any premises to which gas is supplied by the licensee, means: (a) the Gas Transporter that conveys gas to those premises and to whose pipeline system those premises are Directly Connected; or (b) where those premises are Secondary Premises, the Gas Transporter that conveys gas to the Relevant Primary Premises and to whose pipeline system the Relevant Primary Premises are Directly Connected;

Relevant Gas Transporter's Enquiry Service	means the service established and operated by the Relevant Gas Transporter under standard condition 31 (Supply Point Information Service) or standard special condition A31 (Supply Point Information Service) of the Gas Transporter Licence for the provision to a Customer of information in respect of the supply of gas to premises which are, or are about to be, owned or occupied by that customer;
Relevant Payment	means compensation payable to a Customer under standard condition 15 (Payments received in relation to standards of performance) of the Gas Shipper Licence or under any provision of regulations made under section 33AA of the Act;
Relevant Primary Premises	means, in relation to any Secondary Premises, the premises to which gas is conveyed by a Gas Transporter before being conveyed to the Secondary Premises;
Representative	in relation to the licensee, means any person directly or indirectly authorised to represent the licensee in its dealings with Customers;
Secondary Premises	means any premises to which gas is conveyed under an exemption from section 5(1)(a) of the Act, granted under section 6A of the Act, for supply by the licensee;
Section B	means the section of the standard conditions of that name which is given effect in this licence in accordance with standard condition 3 (Application of Section B of standard conditions) and, if it has effect, allows the licensee to supply gas to Domestic Premises;
Security Deposit	means a deposit of money as security for the payment of Charges for the Supply of Gas;
Smart Metering Designated Date	means the date on which the SME Technical Specification is designated by the Secretary of State;
Smart Metering Equipment (or SME) Technical Specification	means to document (or part of a document) which: <ul style="list-style-type: none">(a) identifies itself as such;(b) applies in respect of a Gas Meter and any associated or ancillary device installed or provided for the purposes of the supply of gas (excluding an IHD); and(c) is designated by the Secretary of State,

	as it may be amended from time to time by a direction issued by the Secretary of State to all licensed gas and electricity suppliers;
Smart Metering System	<p>means a system installed at premises for the purposes of the supply of gas to those premises which:</p> <ul style="list-style-type: none">(a) if installed after the Smart Metering Designated Date, on the date on which it is installed; or(b) if installed on or before the Smart Metering Designated Date, on the Designated Date, <p>as a minimum:</p> <ul style="list-style-type: none">(a) consists of a Gas Meter and any associated or ancillary devices indentified in;(b) has the functional capability specified by; and(c) complies with the other requirements of, <p>the SME Technical Specification applicable at that date;</p>
Statutory Disconnection Power	means paragraphs 10(2) and 11(2)(b) of Schedule 2B to the Gas Act 1986;
Subsidiary	means a subsidiary within the meaning of sections 736, 736A and 736B of the Companies Act 1985;
Supply Point Administration Agreement	means the Supply Point Administration Agreement designated by the Authority in accordance with standard condition 34A (The Supply Point Administration Agreement) of the licensee's Gas Supply Licence in the form in which that licence was in force at 31 July 2007;
Temperature and Pressure Conversion Factor	has the meaning given in the Gas (Calculation of Thermal Energy) Regulations 1996 made under section 12(1) of the Act;
Termination Fee	means any sum of money or other compensation (whether financial or not) which might be demanded of a Customer solely because his Domestic Supply Contract or Deemed Contract has ended;
Transportation Services Area	has the meaning given in and is to be interpreted in accordance with standard condition 2 (Application of Section C (Transportation Services Obligations)) of the Gas Transporter Licence;

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

Undertaking	has the meaning given in section 259 of the Companies Act 1985;
Website	means a website controlled and used by the licensee to communicate with a Customer for reasons relating to the supply of gas;
Winter	means the months of October, November, December, January, February and March;
Working Day	means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day that is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971;
Writing	includes writing sent or received by Electronic Communication and “ Written ” shall be construed accordingly.

Condition 2. Interpretation of standard conditions

General rules of interpretation

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

Performance of obligations

- 2.6 Where any obligation in this licence is required to be performed by a specified date or time or within a specified period and the licensee has failed to do so, the obligation will continue to be binding and enforceable after the specified date or time or after the end of the specified period, without prejudice to all rights and remedies available against the licensee in relation to its failure.

Specific application of powers

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

Date to be specified

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

Continuing effect

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

Specific Application of Powers – Secretary of State

- 2.12 Unless a contrary intention appears, any power of the Secretary of State under standard condition 1, 12, 33, 34, 39 or 40 of this licence to give a direction, and any power of the Secretary of State under standard condition 41 of this licence to give an approval is a power:
- (a) to give it to such extent, for such period of time and subject to such conditions as the Secretary of State thinks reasonable in all the circumstances of the case; and
 - (b) to revoke or amend it (after consulting with the licensee) or give it again under that power.
- 2.13 Any direction given by the Secretary of State under standard condition 1, 12, 33, 34, 39 or 40 of this licence, and any approval given by the Secretary of State under standard condition 41 of this licence, will be in Writing.
- 2.14 In each case in which the Secretary of State may specify a date under standard condition 12, 33, 34, 39 or 40 of this licence, he may specify:
- (a) that date; or
 - (b) the means by which that date is to be determined.
- 2.15 Without prejudice to the generality of paragraph 2.10, every direction given by the Secretary of State in relation to standard condition 1, 12, 33, 34, 39 or 40 of this licence, and every approval given by the Secretary of State under standard condition 41 of this licence, which is in effect immediately before that standard condition is modified, has continuing effect for so long as it is permitted or required by or under the modified standard condition.

Condition 3. Application of Section B of standard conditions

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

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

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

Condition 4. Licensee's payments to Authority

Not used.

Condition 5. Provision of Information to Authority and data retention

- 5.1 After receiving a request from the Authority for Information that it may reasonably require or that it considers may be necessary to enable it to perform any functions given or transferred to it by or under any legislation, including any functions conferred on the Authority by or under the Regulation, the licensee must give that Information to the Authority when and in the form requested.
- 5.2 The licensee is not required to comply with paragraph 5.1 if:
- (a) the Information is required by the Authority to enable it to perform its functions under section 34 of the Act; or
 - (b) the licensee could not be compelled to produce or give the Information in evidence in civil proceedings before a court.
- 5.3 After receiving a request from the Authority for reasoned comments on the accuracy and text of any Information relating to the licensee's activities under or pursuant to this licence which the Authority proposes to publish under section 35 of the Act, the licensee must give such comments to the Authority when and in the form requested.
- 5.4 The Authority's power to request Information under this condition is additional to its power to call for information under or pursuant to any other condition of this licence.

Data Retention

- 5.5 The licensee shall keep, for at least five years, the Relevant Data relating to any transactions in gas supply contracts and gas derivatives with wholesale customers, transmission system operators, storage facility and LNG import or export facility owners, or any person who sells gas to the licensee, which have been entered into by the licensee on or after the day after the day on which the Electricity and Gas (Internal Markets) Regulations 2011 are made.
- 5.6 With respect to transactions in gas derivatives, the obligation to keep the Relevant Data shall only apply once the European Commission has adopted guidelines pursuant to paragraph 4 of Article 44 of the Directive.
- 5.7 After receiving a request from the Authority for the Relevant Data, the licensee must give the Relevant Data to the Authority when and in the form requested.
- 5.8 Paragraphs 5.5 and 5.7 do not require the licensee to keep Relevant Data in respect of any feed-in tariff arrangements entered into by the licensee in accordance with Condition 33 or 34.
- 5.9 For the purposes of this condition:

“**LNG import or export facility**” has the meaning given in and is to be interpreted in accordance with section 48 of the Act;

“**owner**” has the meaning given in and is to be interpreted in accordance with section 48 of the Act;

“**Relevant Data**” means details on the characteristics of all transactions in gas supply contracts and gas derivatives with wholesale customers, transmission system operators, storage facility and LNG import or export facility owners, or any person who sells gas to the licensee, including but not limited to the duration, delivery and settlement rules, the quantity, the dates and times of execution and the transaction prices and means of identifying the wholesale customer concerned, as well as specified details of all unsettled gas supply contracts and gas derivatives;

“**storage facility**” has the meaning given in and is to be interpreted in accordance with section 48 of the Act.”.

Condition 6. Classification of premises

Domestic Premises

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

Non-Domestic Premises

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

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

Changes in use of gas

6.3 This paragraph applies if:

- (a) after the licensee enters into a Non-Domestic Supply Contract with a Customer; or
- (b) after a Deemed Contract for a Non-Domestic Premises begins,

the Customer begins using the gas supplied to his premises under that contract or deemed contract wholly or mainly for a domestic purpose.

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

Multi-Site Contracts

6.5 Unless the context otherwise requires, a Multi-Site Contract is a Contract for the supply of gas to:

- (a) one or more Non-Domestic Premises; and

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

(b) one or more Domestic Premises which are occupied for a purpose ancillary to that for which any of the Non-Domestic Premises is occupied,

where all of those premises are owned or occupied by:

- (i) the same person or body of persons whether corporate or unincorporate; or
- (ii) an Undertaking (for this condition only, the “principal undertaking”) and a Holding Company, Subsidiary or Subsidiary of the Holding Company of that principal undertaking or any other Undertaking in which the principal undertaking has a Participating Interest.

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

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

Standard conditions 7 to 10: Continuity of supply

Condition 7. Terms of Contracts and Deemed Contracts

Termination of Contracts and Deemed Contracts

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

Terms of Deemed Contracts must not be unduly onerous

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

Continuity and termination of Deemed Contracts

- 7.5 In addition to the requirement of paragraph 7.1, a Deemed Contract must:
- (a) include a term to give effect (under the Deemed Contract) to the requirements of paragraph 3 of standard condition 16 (Security and emergency arrangements) (which relates to the rights and obligations of the parties to a Contract where a direction given to the licensee under section 2(1)(b) of the Energy Act 1976 is in force);
 - (b) if the Customer is a Non-Domestic Customer, include a term to give effect (under the Deemed Contract) to the requirements of paragraph 4 of standard condition 16 (Security and emergency arrangements) (which relates to the rights and obligations of the parties to a Contract during a pipeline system emergency);

- (c) provide that, where a Customer intends his premises to be supplied with gas under a Contract with the licensee or any other Gas Supplier, the Deemed Contract will continue to have effect until the licensee or the other Gas Supplier, as appropriate, begins to supply gas to the premises under a Contract; and
 - (d) if the Customer is a Domestic Customer, include a term to give effect (under the Deemed Contract) to the requirements of paragraph 1 of standard condition 24 (Termination of Domestic Supply Contracts) (which relates to the termination arrangements that apply when there is a change in the ownership or occupation of Domestic Premises).
- 7.6 If the licensee supplies gas to a Customer's premises under a Deemed Contract, the licensee must not charge the Customer a Termination Fee.

Information for Customers about Deemed Contracts

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

Calculation of consumption under Deemed Contracts

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

Effect of Last Resort Supply Direction on Deemed Contracts

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

Condition 7A. Supply to Micro Business Consumers

Identification and treatment of Micro Business Consumers

7A.1 If the licensee intends to:

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

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

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

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

Notification of Micro Business Consumer Contract terms and other information

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

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

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

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

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

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

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

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

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

- (a) the Statement of Renewal Terms (unless the licensee has already prevented the Micro Business Consumer from extending the duration of the Micro Business Consumer Contract);
- (b) a copy of any relevant Principal Terms that might apply to the Micro Business Consumer after the fixed term period of the Micro Business Consumer Contract ends, including:

- (i) terms that would apply in the event the Customer does nothing;
- (ii) terms that would apply if the Customer sends (or has already sent) a notification in Writing before the Relevant Date to prevent renewal of the Micro Business Consumer Contract but does not appoint another supplier.

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

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

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

Length of notice periods in Micro Business Consumer Contracts

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

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

Extending the duration of Micro Business Consumer Contracts

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

- (a) it has complied with paragraphs 7A.7 and 7A.8;
- (b) the Micro Business Consumer has not sent the licensee a notification in Writing before the Relevant Date in order to prevent it from extending the duration of the Micro Business Consumer Contract for a further fixed term period; and
- (c) the duration of the further fixed term period is 12 months or less.

Definitions for condition

7A.14 In this condition:

“Micro Business Consumer” has the meaning given to “relevant consumer” (in respect of premises other than domestic premises) in

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article 2(1) of The Gas and Electricity Regulated Providers (Redress Scheme) Order 2008 (S.I. 2008/2268);

“Relevant Date”

means the date which is at least 30 days, and no longer than 90 days, before the date any fixed term period of a Micro Business Consumer Contract is due to end.

Condition 8. Obligations under Last Resort Supply Direction

Last Resort Supply Direction

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

Licensee’s obligations

- 8.3 The licensee must comply with a Last Resort Supply Direction.
- 8.4 But the licensee is not required to comply with a Last Resort Supply Direction in respect of premises to which it would not be required to supply gas because of any of the exceptions set out in sub-paragraphs 5(a) to (c) of standard condition 22 (Duty to offer and supply under Domestic Supply Contract).
- 8.5 Within a reasonable period of time after receiving a Last Resort Supply Direction, the licensee must send a Notice to each of the premises specified or described in the Last Resort Supply Direction to inform each Customer:
- (a) that the other supplier stopped supplying gas to his premises with effect on and from the date on which the Last Resort Supply Direction had effect;
 - (b) that the licensee began to supply gas to his premises with effect on and from the date on which the Last Resort Supply Direction had effect;
 - (c) that the licensee is supplying gas to the Customer’s premises under a Deemed Contract;

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

- (d) that the Customer may enter into a Contract with the licensee or any other Gas Supplier under which gas will be supplied to his premises; and
- (e) of the Charges for the Supply of Gas that the licensee may charge the Customer while supplying him under the Last Resort Supply Direction.

Charges under Last Resort Supply Direction

- 8.6 The licensee's Charges for the Supply of Gas to the premises specified or described in the Last Resort Supply Direction must not exceed an amount that may be expected, in total, approximately to equal the licensee's reasonable costs of supply (including, where appropriate, the costs of purchasing gas at short notice) and a reasonable profit.
- 8.7 If the licensee purchases gas to comply with a Last Resort Supply Direction, it must take all reasonable steps to do so as economically as possible in all the circumstances of the case.

Condition 9. Claims for Last Resort Supply Payment

Ability to make claim

- 9.1 If the licensee has received the Authority's consent under paragraph 9.5, it may make a claim for a Last Resort Supply Payment, under standard condition 48 (Last Resort Supply: Payment Claims) or standard special condition A48 (Last Resort Supply: Payment Claims) of the Gas Transporter Licence, from each Relevant Gas Transporter in whose Transportation Services Area there were premises supplied by the licensee under the Last Resort Supply Direction.
- 9.2 The licensee must not make a claim for a Last Resort Supply Payment if it has waived its ability to do so by Notice given to the Authority before the Authority gave it a Last Resort Supply Direction.

Process for making claim

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

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

9.7 If the Authority makes a determination under paragraph 9.6, the amount specified by it must be treated as the relevant amount for the purpose of paragraph 9.8.

Submissions to Relevant Gas Transporters

9.8 A claim by the licensee for a Last Resort Supply Payment from each Relevant Gas Transporter referred to in paragraph 9.1 must specify:

- (a) the respective proportion of the relevant amount to be paid by that Relevant Gas Transporter (being the same as the number of premises located within its Transportation Services Area when expressed as a proportion of the total number of premises located within the Transportation Services Areas of all the Relevant Gas Transporters in question); and
- (b) whether payment is to be made by quarterly or monthly instalments.

9.9 A claim for a Last Resort Supply Payment will lapse if the licensee does not make it within six months after the Authority has given its consent under paragraph 9.5.

Condition 10. Restriction or revocation of licence

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

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

Standard conditions 11 to 19: Industry activities and procedures

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Condition 11

Not used

Condition 12. Matters relating to Gas Meters

Connection of Gas Meter to service pipe

- 12.1 Paragraphs 12.2 to 12.4 apply where the licensee is, or is about to become, the Relevant Gas Supplier and:
- (a) further to arrangements made by the licensee, a Gas Meter is connected to a service pipe through which gas is conveyed to a premises by a person who is not an approved Meter Installer; or
 - (b) the licensee receives:
 - (i) notice of, or information relating to, a proposed connection under sub-paragraph 12(1) or 12(3) of Schedule 2B to the Act; or
 - (ii) a copy of a notice or information in relation to a proposed connection which has been received by the Relevant Gas Transporter, or the person who is about to become the Relevant Gas Transporter, under sub-paragraph 12(1) or 12(3) of Schedule 2B to the Act,and the notice or information does not state that the connection will be, or has been, made by an approved Meter Installer.
- 12.2 The licensee must take all reasonable steps to ensure that an approved Meter Installer inspects any connection of the kind mentioned in paragraph 12.1.
- 12.3 An inspection under paragraph 12.2 must be carried out no later than 20 Working Days after:
- (a) the date on which the connection mentioned in sub-paragraph 12.1(a) is made; or
 - (b) the date of the connection specified in any notice or information of the kind mentioned in sub-paragraph 12.1(b).
- 12.4 If, following an inspection under paragraph 12.2, the approved Meter Installer finds the connection to be unsatisfactory, the licensee must take all reasonable steps to ensure that an approved Meter Installer carries out any appropriate remedial work.

Examination of Gas Meters

- 12.5 The licensee must, on request from any of its Customers, remove a Gas Meter through which that Customer takes a supply of gas in order for it to be examined by a meter examiner in accordance with section 17 of the Act.

- 12.6 Paragraph 12.5 does not apply in relation to a Gas Meter through which gas is supplied to Secondary Premises unless the Customer making the request agrees that, if the meter is found to be in proper order within the meaning of sub-paragraph 3(7) of Schedule 2B to the Act, then he will bear the expenses incurred in removing, examining and re-installing the meter and in fixing a substitute meter under paragraph 12.7.
- 12.7 The licensee must, while a meter which registers the supply of gas to Secondary Premises is removed in accordance with paragraph 12.5, fix a substitute meter on the premises.

Inspection of Gas Meters

- 12.8 Unless the Authority otherwise consents, the licensee must take all reasonable steps to ensure that it inspects, at least once every two years, any Gas Meter and associated installation in respect of premises at which it is the Relevant Gas Supplier.
- 12.9 Where the licensee has been the Relevant Gas Supplier for less than two years, the period of two years referred to in paragraph 12.8 will be deemed to expire on a date specified in a notice given by the Relevant Gas Transporter which has been sent to the licensee by:
- (a) the Relevant Gas Shipper; or
 - (b) the Relevant Gas Transporter, where the licensee is the Relevant Gas Shipper,
- at least four months in advance of that date.
- 12.10 In paragraph 12.8, the reference to “all reasonable steps” includes, in particular, trying to obtain a warrant under the Rights of Entry (Gas and Electricity Boards) Act 1954 in cases where the licensee could not otherwise comply with its obligation.
- 12.11 Paragraph 12.8 does not apply in relation to Secondary Premises.
- 12.12 An inspection under paragraph 12.8 must be carried out by a person possessing appropriate skill and experience.
- 12.13 An inspection under paragraph 12.8 must include:
- (a) taking a meter reading;
 - (b) inspecting the Gas Meter and associated installation for evidence of tampering;
 - (c) inspecting the Gas Meter and associated installation for evidence that the meter has not continuously been in position for the purpose of registering the quantity of gas supplied;

- (d) arranging for information in respect of any gas leakage identified in the vicinity of the Gas Meter to be passed on in accordance with the Gas Safety (Management) Regulations 1996 as if the licensee had been informed of that leakage;
 - (e) inspecting the Gas Meter for any evidence of deterioration which might affect its safety or proper functioning; and
 - (f) where necessary, and subject to the consent of the owner of the Gas Meter, changing any batteries in the meter.
- 12.14 Nothing in sub-paragraphs 12.13(a) to (e) requires the licensee to disassemble any part of the Gas Meter.
- 12.15 Paragraph 12.16 applies where the Relevant Gas Transporter does not record separately:
- (a) any inspection carried out in accordance with paragraph 12.8; and
 - (b) any meter readings taken by authorised officers of the licensee,
- and the Relevant Transporter has informed the licensee that it has not made such records.
- 12.16 Without prejudice to paragraph 12.8, the licensee must ensure that an inspection of a Gas Meter and associated installation takes place on each occasion on which the meter is read by one of its authorised officers.

Application of provisions of Act

- 12.17 The licensee must, if it supplies gas through a Gas Meter to Secondary Premises, take all reasonable steps to secure by Contract that the provisions of paragraph 4 of Schedule 2B to the Act (which provide for the register of the meter to be sufficient evidence of the quantity of gas supplied) apply in respect of that meter.

Use of approved Meter Asset Manager

- 12.18 Where, in respect of any Domestic Premises at which it is the Relevant Gas Supplier, the licensee arranges for the provision of a Gas Meter, it must use an approved Meter Asset Manager.

Approval by Authority

- 12.19 In this condition, a reference to an approved Meter Installer is to a Meter Installer approved by the Authority for the purposes of this condition.

Advanced meters for Non-Domestic Premises

- 12.20 This paragraph has effect on and after 6 April 2009 and applies where the licensee installs or arranges for the installation of a Gas Meter at Non-Domestic Premises at a metering point at which the measured annual consumption of gas is more than 732,000 kWh (for this condition only “relevant premises”).

- 12.21 If paragraph 12.20 applies, the Gas meter installed at the relevant premises must be an advanced meter.
- 12.22 For the purposes of this condition, an advanced meter is a Gas Meter that, either on its own or with an ancillary device, and in compliance with the requirements of any relevant Industry Document:
- (a) Provides measured gas consumption data for multiple time periods, and is able to provide such data for at least hourly time-periods; and
 - (b) Is able to provide the licensee with remote access to such data.
- 12.23 The licensee must ensure that a Customer supplied with gas at relevant premises through an advanced meter, or that Customer's nominated agent, has timely access, on request, to the data provided by that meter.
- 12.24 As from 6 April 2014, the licensee must not supply gas to any relevant premises other than through an advanced meter.
- 12.25 The prohibition imposed by paragraph 12.24 does not apply where the licensee is unable to install or arrange for the installation of an advanced meter at the relevant premises in question despite taking all reasonable steps to do so.

Advanced meters – Designated Premises

- 12.26 This paragraph has effect on and after 6 April 2014 and applies where the licensee installs or arranges for the installation of a Large Gas Meter at any Designated Premises.
- 12.27 If paragraph 12.26 applies, the Large Gas Meter installed or arranged to be installed at the Designated Premises must be an advanced meter.

Advanced meters – Domestic Premises

- 12.28 This paragraph has effect from the date specified by the Secretary of State in a direction issued to the licensee under this paragraph and applies where the licensee installs or arranges for the installation of a Large Gas Meter at any Domestic Premises.
- 12.29 If paragraph 12.28 applies, the Large Gas Meter installed or arranged to be installed at the Domestic Premises must be an advanced meter.

Large Gas Meters from 2020

- 12.30 After 31 December 2019, the licensee must not supply gas to any Designated Premises or Domestic Premises through a Large Gas Meter which is not also an advanced meter.

Customer Access to Data

12.31 The licensee must ensure that a Customer supplied with gas at Designated Premises or Domestic Premises through an advanced meter, or that Customer's nominated agent, has timely access, on request, to the data provided by that meter.

Exception

12.32 The prohibition imposed by paragraph 12.30 does not apply where the licensee is unable to install or arrange for the installation of an advanced meter at the Designated Premises or Domestic Premises in question despite taking all reasonable steps to do so.

Condition 12A. Matters relating to Theft of Gas

Objective and obligation to achieve it

- 12A.1 The objective of this licence condition (the “Objective”) is to ensure that:
- (a) the licensee and any Representative individually and/or in cooperation with other licence holders where necessary:
 - (i) detect Theft of Gas;
 - (ii) investigate suspected Theft of Gas;
 - (iii) prevent Theft of Gas once detected;
 - (iv) prevent Theft of Gas by other means such as deterrence and the security of the supply in respect of any premises to which the licensee is registered for the purposes of the Network Code; and
 - (b) when taking the steps mentioned in sub-paragraph 12A.1(a), the licensee and any Representative:
 - (i) behaves and acts towards Customers in a manner which is fair, transparent, not misleading, appropriate and professional; and
 - (ii) takes into account whether Domestic Customers and/or the occupants of Domestic Premises are of Pensionable Age, disabled or chronically sick and/or Domestic Customers at Domestic Premises will have difficulty in paying all or part of the Charges for the Supply of Gas resulting from Theft of Gas.
- 12A.2 The licensee must take (and ensure that any Representative takes) all reasonable steps:
- (a) to secure the achievement of the Objective; and
 - (b) to avoid doing anything which jeopardises its ability to achieve the Objective.
- 12A.3 The steps which the licensee must take (and ensure that any Representative takes) to secure the achievement of the Objective include, without limitation, the steps which are detailed at paragraphs 12A.5 to 12A.16 of this condition, the obligations set out in paragraphs 3 and 4 of standard condition 17 and sub-paragraph 6(e) of standard condition 30.
- 12A.4 For the avoidance of doubt, where the licensee is not registered at a premises for the purposes of the Network Code, its obligations under paragraph 12A.2 in respect of that premises are limited to the provision of notification to the

Relevant Gas Transporter under paragraphs 3 and/or 4 of standard condition 17.

Requirement to detect, prevent and investigate Theft of Gas

- 12A.5 In respect of any premises to which the licensee is registered for the purposes of the Network Code, the licensee must take (and ensure that any Representative takes) all reasonable steps to detect and prevent Theft of Gas.
- 12A.6 Where, in respect of any premises to which the licensee is registered for the purposes of the Network Code, the licensee has reasonable grounds to suspect Theft of Gas, it must take (and ensure that any Representative takes) all reasonable steps to investigate that suspected Theft of Gas.
- 12A.7 Paragraph 12A.6 does not apply if the Relevant Gas Transporter is required to investigate whether the supply of gas is/was illegally taken under paragraphs 1 and 2 of standard condition 7 of the Gas Transporters Licence.

The Theft Arrangement

- 12A.8 The licensee must be a party to, comply with, and maintain such arrangement to give effect to the Objective, as the Authority may direct (the “Theft Arrangement”).
- 12A.9 The licensee:
- (a) must take such steps as are necessary and within its reasonable control; and
 - (b) must not take any unreasonable steps to prevent or delay,
to ensure that the Theft Arrangement is implemented by such a date as the Authority may direct.
- 12A.10 The licensee must take all reasonable steps to secure and implement changes to the Theft Arrangement and its systems, procedures and processes which are necessary to give full, timely and practical effect to the Theft Arrangement.
- 12A.11 The licensee must take all reasonable steps to cooperate with other licence holders where necessary, to facilitate the achievement of the Theft Arrangement.

Standards for Theft of Gas investigations

- 12A.12 The licensee must ensure (and ensure that any Representative ensures) that the following standards are met when it is taking any of the steps referred to in paragraphs 12A.1 to 12A.4 of this condition at a particular premises:
- (a) The licensee must take (and ensure that any Representative takes) all reasonable steps to identify whether:

- (i) the Domestic Customer and/or the occupants of those premises which are Domestic Premises (in this condition “the relevant premises”) is of Pensionable Age, disabled or chronically sick; and/or
 - (ii) a Domestic Customer at the relevant premises will have difficulty in paying all or part of the Charges for the Supply of Gas resulting from Theft of Gas;
- (b) The licensee must take (and ensure that any Representative takes) into account the Domestic Customer’s ability to pay all or part of the Charges for the Supply of Gas resulting from Theft of Gas when calculating instalments, giving due consideration to:
 - (i) relevant information provided by third parties, where it is available to the licensee; and
 - (ii) where instalments will be paid using a Prepayment Meter, the value of all of the charges that are to be recovered through that meter;
- (c) Where the licensee or any Representative has identified persons of a category described in sub-paragraphs 12A.12(a)(i) and/or (ii), the licensee or any Representative must, before seeking to Disconnect the relevant premises, as a minimum offer the Domestic Customer to pay those Charges for the Supply of Gas using a Prepayment Meter, where it is safe and reasonably practicable in all the circumstances of the case for the Domestic Customer to do so;
- (d) Where the licensee or any Representative knows or has reason to believe that there may be persons of a category described in sub-paragraph 12A.12(a)(i), the licensee or any Representatives must take all reasonable steps not to Disconnect the relevant premises in Winter;
- (e) The licensee must have (and ensure that any Representative has) sufficient evidence to establish (on the balance of probabilities) the Statutory Disconnection Power before stopping the supply of gas to the premises on grounds of Theft of Gas;
- (f) The licensee must have (and ensure that any Representative has) sufficient evidence to establish (on the balance of probabilities) that Theft of Gas has occurred as a result of that Customer’s intentional act or by culpable negligence before requiring payment of all or part of the Charges for the Supply of Gas relating to that Theft of Gas; and
- (g) The licensee must provide (and ensure that any Representative provides) in plain and intelligible language, clear, timely and accurate information and advice to the Customer about:

- (i) the basis of any assessment made by the licensee (or its Representative) that Theft of Gas occurred;
- (ii) the basis for the calculation of any Charges for the Supply of Gas associated with the Theft of Gas made to the Customer;
- (iii) what steps the Customer should take if they wish to dispute that Theft of Gas occurred; and
- (iv) the steps a Customer may take to reinstate supply if the licensee (or its Representative) has exercised the Statutory Disconnection Power.

12A.13 The licensee must keep (and ensure that any Representative keeps) a record of its compliance with its obligation under this licence condition.

12A.14 The licensee must take all reasonable steps to establish management arrangements that facilitate the licensee's compliance with its obligations under this condition, including, as appropriate, steps to ensure that any Representative, agent and subcontractor of the licensee establish equivalent arrangements.

12A.15 The licensee must provide to the Authority, in such manner and at such times as the Authority may reasonably require, such Information as the Authority may require or deem necessary or appropriate to enable the Authority to monitor the licensee's compliance with this condition.

12A.16 The licensee is not required to comply with paragraph 12A.15 if it could not be compelled to produce or give the Information in evidence in civil proceedings before a court.

Definitions for Condition

12A.17 In this condition:

- Theft of Gas** includes, but is not limited to;
- (a) circumstances described in paragraphs 10(1)(a) and 11(2) of Schedule 2B to the Gas Act 1986 in so far as they relate to a gas supplier; and
 - (b) circumstances described in paragraphs 10(1)(b) and 10(1)(c) of Schedule 2B to the Gas Act 1986.

Condition 13. Arrangements for site access

- 13.1 The licensee must take all reasonable steps to ensure that each Representative who visits a Customer's premises on the licensee's behalf:
- (a) possesses the skills necessary to perform the required function;
 - (b) can be readily identified as a Representative of the licensee by a member of the public;
 - (c) uses any password that the licensee has agreed with the Customer;
 - (d) is a fit and proper person to visit and enter the Customer's premises; and
 - (e) is able to inform the Customer, on request, of a contact point for any help and advice that he may require in relation to the supply of gas.
- 13.2 The licensee must:
- (a) prepare a statement that sets out, in plain and intelligible language, its arrangements for complying with its obligations under paragraph 13.1;
 - (b) publish that statement on and make it readily accessible from its Website (if it has one); and
 - (c) give a copy of the statement on request and free of charge to any person.
- 13.3 The licensee must, in relation to any Secondary Premises at which any of its Customers takes a supply of gas, take all reasonable steps to obtain by Contract:
- (a) powers of entry for itself that are the same as or as similar as possible to the powers of entry contained in Schedule 2B to the Act; and
 - (b) powers of entry for the Relevant Gas Shipper and the Relevant Gas Transporter that are the same as or as similar as possible to the powers of entry contained in Schedule 2B to the Act.

Condition 14. Customer transfer blocking

General prohibition

- 14.1 The licensee must not ask or allow a Relevant Gas Shipper to prevent a Proposed Supplier Transfer except in accordance with the provisions of this condition.

Non-Domestic Customer transfer blocking

- 14.2 The licensee may ask or allow the Relevant Gas Shipper to prevent a Proposed Supplier Transfer in relation to a Non-Domestic Customer at any Non-Domestic Premises at which the licensee is the Relevant Gas Supplier in any of the following circumstances:
- (a) at the time the licensee receives Notice under the Network Code by way of the Relevant Gas Shipper that another Gas Supplier has applied under the requirements of the Network Code to supply the premises, the licensee's Contract with that customer for the supply of gas to the premises includes a term which:
 - (i) allows the licensee to prevent the Proposed Supplier Transfer; and
 - (ii) may be relied upon in the circumstances arising at that time;
 - (b) the Gas Supplier that initiated the Proposed Supplier Transfer has agreed with the licensee that the transfer was initiated in error; or
 - (c) in relation to a Contract entered into between the licensee and that customer before 5 January 2004 for the supply of gas to the premises which does not allow the licensee to prevent a Proposed Supplier Transfer:
 - (i) the customer has not paid Charges for the Supply of Gas to the premises or any other premises previously occupied by him which are due to the licensee, have been demanded in writing, have not been paid within 28 days after the demand was made and continue to be unpaid; or
 - (ii) the customer is bound by the provisions of that Contract and it will not end on or before the date of the Proposed Supplier Transfer.
- 14.3 If the licensee asks the Relevant Gas Shipper to prevent a Proposed Supplier Transfer of a Non-Domestic Customer, it must give a Notice to that customer to inform him:
- (a) that it has made a request to prevent the transfer;
 - (b) of the grounds for the request; and
 - (c) how the customer may dispute or resolve such grounds,
- as soon as reasonably practicable after making the request.

Domestic Customer transfer blocking

- 14.4 The licensee may ask or allow the Relevant Gas Shipper to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises at which the licensee is the Relevant Gas Supplier in any of the following circumstances:
- (a) subject to paragraphs 14.5 and 14.7, if at the time the request is made Outstanding Charges are due to the licensee from that Domestic Customer;
 - (b) the Gas Supplier that initiated the Proposed Supplier Transfer has agreed with the licensee that the transfer was initiated in error;
 - (c) the customer informs the licensee that he has not entered into a Contract with the proposed new Gas Supplier and asks the licensee to prevent the Proposed Supplier Transfer from taking place; or
 - (d) the customer is bound by the provisions of a Contract with the licensee for the supply of gas to the premises which will not end on or before the date of the Proposed Supplier Transfer and that Contract is of a kind specified in a direction issued by the Authority.
- 14.5 The licensee may not ask or allow the Relevant Gas Shipper to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises at which the licensee is the Relevant Gas Supplier if the relevant Domestic Customer's Domestic Premises is being supplied with gas through a Prepayment Meter and:
- (a) the Domestic Customer has agreed with the proposed new Gas Supplier that any Outstanding Charges may be assigned by the licensee in accordance with the Protocol; or
 - (b) the licensee, having increased the Charges for the Supply of Gas to the relevant Domestic Premises, has not taken all reasonable steps to reset the relevant Prepayment Meter within a reasonable period of time after that increase has effect to take account of the increase and the Outstanding Charges (which may have accumulated over time) relate only to the increase and are equal to all or part of it.
- 14.6 The licensee shall ensure that Outstanding Charges of amounts equal to or less than £200 are capable of being assigned by the licensee to a new Gas Supplier in accordance with the Protocol.
- 14.7 The licensee may not ask or allow the Relevant Gas Shipper to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises in accordance with sub-paragraph 14.4(a) if the licensee knows or has reason to believe that the relevant Outstanding Charges are made up in their entirety of a Disputed Amount and/or a Supplier Error Amount and the operational functioning or

- management of the licensee's business is such that it is reasonably practicable for the licensee not to ask or allow the Relevant Gas Shipper to prevent a Proposed Supplier Transfer in these circumstances.
- 14.8 If the licensee asks or allows the Relevant Gas Shipper to prevent a Proposed Supplier Transfer in relation to a Domestic Customer at a Domestic Premises in accordance with sub-paragraph 14.4(a) and the licensee subsequently becomes aware that the Outstanding Charges which are relevant to that Domestic Customer are made up in their entirety of a Disputed Amount and/or a Supplier Error Amount, the licensee must, save where the relevant Domestic Customer makes a request in Writing that it should not do so, take such steps as are necessary and within its reasonable control to facilitate the Proposed Supplier Transfer.
- 14.9 If the licensee asks or allows the Relevant Gas Shipper to prevent a Proposed Supplier Transfer of a Domestic Customer, it must give a Notice to that customer as soon as reasonably practicable after making the request:
- (a) to inform him or her:
 - (i) that it has made a request to prevent the transfer;
 - (ii) of the grounds for the request; and
 - (iii) how the customer may dispute or resolve such grounds; and
 - (b) to offer him or her advice (or to give them information on how and where advice may be obtained) concerning:
 - (i) energy efficiency;
 - (ii) debt management; and
 - (iii) alternative Domestic Supply Contract offered by the licensee which would be available to that Domestic Customer and which may be preferable to their existing Domestic Supply Contract; and
 - (c) to inform him or her that they have 30 Working Days after they receive the Notice to pay any Outstanding Charges where the Domestic Customer notified the licensee of their intention to end the Domestic Supply Contract following Notice of a unilateral variation from the licensee under paragraph 3 of standard condition 23.
- 14.10 If sub-paragraph 14.4(c) applies and the licensee has agreed to prevent a Proposed Supplier Transfer at the Domestic Customer's request, the licensee must:
- (a) keep evidence of that request and of the reasons for it for at least 12 months after the request is made; and
 - (b) inform the proposed new Gas Supplier:

- (i) that the objection has been raised at the customer's request; and
 - (ii) of the reason given by the customer for making the request,
- as soon as reasonably practicable after the licensee asks the Relevant Gas Shipper to prevent the transfer.

14.11 Sub-paragraph 14.4(d) will stop having effect on and from 1 April 2008 unless, before that date, the Authority issues a direction providing that the sub-paragraph will continue to have effect for a further period of time.

Definitions for condition

14.12 For the purposes of this condition:

“Disputed Amount”	means the amount of any Charges for the Supply of Gas which is the subject of a Genuine Dispute between the licensee and a Domestic Customer.
“Genuine Dispute”	means a genuine dispute between the licensee and a Domestic Customer as to whether that Domestic Customer is liable to pay certain Charges for the Supply of Gas which have been demanded of that Domestic Customer by the licensee.
“Supplier Error Amount”	means the amount of any Charges for the Supply of Gas which are not Disputed Amounts and which have accumulated as a result of an error on the part of the licensee, its equipment or its systems.

Condition 14A. Customer transfer

Obligation to complete a Supplier Transfer within three weeks

14A.1 The licensee must include a term in each Contract that has been entered into with a Customer on or after the day after the day on which the Electricity and Gas (Internal Markets) Regulations 2011 are made, providing that the licensee will complete any Supplier Transfer in accordance with that Contract within 21 days of the Relevant Date unless:

- (a) the Customer requests that the Supplier Transfer be completed at a later date; or
- (b) the Customer notifies the licensee that he does not wish the Supplier Transfer to take place; or
- (c) one or more of the conditions in paragraph 14A.2 applies.

14A.2 The conditions in this paragraph are that, on or after the Relevant Date:

- (a) a Relevant Gas Supplier has prevented the Proposed Supplier Transfer in accordance with paragraph 14.2 or 14.4 of standard condition 14 (Customer transfer blocking); or
- (b) a Supply Exemption Holder is currently supplying gas to the premises and has objected to the Proposed Supplier Transfer under paragraph 2 of Schedule 2AB to the Act; or
- (c) the licensee does not have all of the information it requires in order to complete the Supplier Transfer, despite having taken all reasonable steps to obtain the missing information from the Customer, and cannot readily obtain that information from another source; or
- (d) the Customer is currently taking a supply of gas through an Exempt Distribution System and the licensee is unable to start supplying gas to the premises because:
 - (i) a connection which the licensee or the Customer requires to be made in pursuance of paragraph 7(2) of Schedule 2AA to the Act has not yet been made; or
 - (ii) the distribution exemption holder has specified, in a notice under paragraph 1(6)(a)(i) of Schedule 2AA to the Act, a metering arrangement which it considers would be required for access to be given to a third party supplier (within the meaning of that Schedule) and that metering arrangement is not yet in place; or

- (e) the licensee is prevented from completing the Supplier Transfer due to any other circumstance which is outside the control of the licensee and which it has taken all reasonably practicable steps to resolve.
- 14A.3 Where a condition in paragraph 14A.2 applies the Supplier Transfer must be completed as soon as reasonably practicable and, in any event, within 21 days of the date on which the condition ceases to apply (or, if more than one condition applies, when all relevant conditions cease to apply).
- 14A.4 Where the condition in 14A.2(b) applies, the licensee must not complete the Supplier Transfer before the objection by the Supply Exemption Holder under paragraph 2 of Schedule 2AB to the Act is resolved in accordance with paragraph 1(8) of that Schedule.
- 14A.5 The licensee must not charge a Customer for any costs associated with carrying out a Supply Transfer. The obligation in this paragraph is without prejudice to contractual conditions relating to the termination of a Non-Domestic Supply Contract and to any obligation in the Contract to pay a termination fee.

Obligation to improve switching systems

- 14A.6 In order to achieve the objective of completing all Supplier Transfers within 21 days of the Relevant Date, the licensee must take all reasonable steps to improve the systems and processes governing the Supplier Transfer process.

Obligation to cooperate in respect of a Supplier Transfer

- 14A.7 The licensee must comply with any reasonable request from another Gas Supplier or supply exemption holder to provide information or to take any other steps which are reasonably necessary in order to enable that Gas Supplier or supply exemption holder to complete a Supplier Transfer within 21 days of the Relevant Date.

Information for Authority

- 14A.8 The licensee must give the Authority any Information that the Authority reasonably requests for the purpose of establishing:
- (a) what steps the licensee has taken in accordance with its obligations under paragraph 14A.5 and/or
 - (b) the number of Supplier Transfers that have been completed by that licensee within 21 days of the Relevant Date.

Definitions for condition

14A.9 For the purposes of this condition:

“Relevant Date” means:

- (a) the day after the day on which a Customer enters into a Contract with a new Gas Supplier; or
- (b) if after entering into the Contract there is a period of time within which the Customer may decide not to proceed with the Contract, the earlier of:
 - (i) the day after the day on which that period ends; and
 - (iii) 14 days after the day on which the Customer entered into the Contract.

“Supplier Transfer” in relation to any premises at which a Gas Supplier is supplying gas, means the transfer of responsibility for that supply from that Gas Supplier to another Gas Supplier.

“Exempt Distribution System”

“Distribution Exemption Holder” and

“Supply Exemption Holder” have the meanings given in Part 1 of the Act.

**Note: Consolidated conditions are not formal Public Register documents and should not be relied on.
Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

Condition 15

Not used

Condition 16. Security and emergency arrangements

Complying with Gas Transporter's requests

- 16.1 The licensee must comply with all requests made by a Gas Transporter that are not clearly unreasonable for the purpose of:
- (a) preventing or reducing danger to life or property; or
 - (b) securing the safety of the pipeline system or the safe conveyance of gas through the pipeline system or reducing any risk to it,
- in the circumstances described in paragraph 16.2.
- 16.2 The circumstances referred to in paragraph 16.1 are that:
- (a) there is an escape or a suspected escape of gas; or
 - (b) in the case of a pipeline system emergency, the opinion of the Gas Transporter is that any of the following circumstances applies:
 - (i) the safety of its pipeline system is significantly at risk;
 - (ii) the safe conveyance of gas through its pipeline system is significantly at risk; or
 - (iii) gas conveyed through its pipeline system is at such a pressure or of such a quality as to constitute, when supplied to premises, a danger to life or property.

Terms to be included in Contracts

- 16.3 The licensee must include, in each of its Contracts for the supply of gas to premises, a term to the effect that if it is given a direction under section 2(1)(b) of the Energy Act 1976 that prohibits or restricts the supply of gas to specified persons:
- (a) the licensee may discontinue or restrict the supply of gas to the Customer;
 - (b) if the licensee tells the Customer that he must not use gas, he must stop doing so; and
 - (c) if the licensee tells the Customer that he must restrict his use of gas, he must do so,

for as long as the direction is in force and as is necessary or expedient for the purpose of or in connection with the direction.

Terms to be included in Non-Domestic Supply Contracts

- 16.4 The licensee must include in each of its Non-Domestic Supply Contracts a term to the effect that:
- (a) if the Gas Transporter or Relevant Gas Shipper asks the licensee to discontinue the supply of gas to the premises, the licensee is entitled to do so; and
 - (b) the Customer supplied with gas under the Non-Domestic Supply Contract must take all steps within its power to avoid using gas at the premises immediately after being told by the licensee or the Gas Transporter that he should do so,
- for the duration of any of the circumstances described in sub-paragraph 16.2(b).

Condition 17. Mandatory exchange of information

Information to Gas Transporter about pipeline system

- 17.1 If the licensee receives a reasonable request from a Gas Transporter for information that would enable it to fulfil its licence obligations to draw up plans for the safe operation, development or maintenance of its pipeline system, it must give that information to that transporter as soon as reasonably practicable after receiving the request.
- 17.2 The licensee is only required to comply with paragraph 17.1 if the Gas Transporter has established arrangements designed to ensure that information provided to it is not communicated (directly or indirectly) to any other Gas Supplier or any Gas Shipper.

Information to Relevant Gas Transporter about gas illegally taken

- 17.3 If the licensee receives a reasonable request from a Relevant Gas Transporter for information for the purpose of preventing or detecting the taking of a supply of gas and either:
- (a) paragraph 1 or 2 of standard condition 7 (Provision of Information Relating to Gas Illegally Taken) of the Gas Transporter Licence applies or would apply; or
 - (b) paragraph 5 of standard condition 7 (Provision of Information Relating to Gas Illegally Taken) of the Gas Transporter Licence applies or would apply because of paragraph 4 of that condition,

the licensee must give that information to that transporter as soon as reasonably practicable after receiving the request.

- 17.4 If the licensee becomes aware of the actual or suspected taking of a supply of gas (in the circumstances referred to in paragraph 17.3) where:
- (a) the gas had been conveyed to premises at which the licensee is the Relevant Gas Supplier; or
 - (b) the gas was in the course of being so conveyed through a service pipe by which such premises are connected to a relevant main,

the licensee must inform the Relevant Gas Transporter (in the form and manner reasonably requested by that transporter) that it has become aware of that information and, if it is reasonably practicable to do so, give a reasonable estimate of the volume or, if that information is unavailable, of the Amount of gas taken.

Information to Relevant Gas Shipper about meter connections and disconnections

- 17.5 If the licensee receives, in connection with a proposed connection or disconnection of a Gas Meter:
- (a) a notice of the kind referred to in sub-paragraph 12(1) of Schedule 2B to the Act; or
 - (b) information in pursuance of sub-paragraph 12(3) of Schedule 2B to the Act,

it must, as soon as reasonably practicable, give the Relevant Gas Shipper a copy of that notice or information, as appropriate, and any other information relating to the meter which is requested by that shipper and which the licensee either has or may readily obtain.

- 17.6 If the licensee:
- (a) intends to connect or has connected any Gas Meter to a service pipe through which gas is conveyed to any premises by a Relevant Gas Transporter; or
 - (b) intends to disconnect or has disconnected any Gas Meter from any such pipe,

it must give the Relevant Gas Shipper the equivalent notice and information, at the equivalent times, that would, because of paragraph 12 of Schedule 2B to the Act, have been required to be given to the licensee or the Relevant Gas Transporter if the connection or disconnection had been performed by a person other than the licensee.

- 17.7 Paragraph 17.6 applies in relation to any Secondary Premises as if gas were conveyed to those premises by a Gas Transporter.

- 17.8 Paragraphs 17.5 and 17.6 do not apply if the licensee is both the Relevant Gas Supplier and the Relevant Gas Shipper for the premises.

Information to Relevant Gas Shipper or Relevant Gas Transporter about premises

- 17.9 If the licensee becomes the Relevant Gas Supplier of premises, it must, no later than three days after becoming so, inform the Relevant Gas Shipper whether the premises are Domestic Premises or Non-Domestic Premises.
- 17.10 If the licensee becomes aware that a premises at which it is the Relevant Gas Supplier has changed:
- (a) from a Domestic Premises to a Non-Domestic Premises; or

(b) from a Non-Domestic Premises to a Domestic Premises,

it must inform the Relevant Gas Shipper of that change as soon as reasonably practicable after it becomes aware of it.

17.11 If the licensee for the purpose of paragraphs 17.9 and 17.10 is the Relevant Gas Shipper, it must inform the Relevant Gas Transporter of the information referred to in those paragraphs.

Information to Relevant Gas Shipper or Relevant Gas Transporter about premises

17.12 The licensee must, as soon as reasonably practicable, give the Relevant Gas Shipper, for transmission to the Relevant Gas Transporter (or give the Relevant Gas Transporter, where the licensee is the Relevant Gas Shipper), details of each inspection of a Gas Meter carried out under paragraphs 12.8 to 12.16, including:

- (a) the date on which the inspection was carried out;
- (b) the reading of the register; and
- (c) what, if anything, was found.

Provision of information

17.13 The licensee is not required to give any information requested by a Relevant Gas Transporter under paragraph 17.1 or 17.3 if doing so would seriously and prejudicially affect its commercial interests, except if the Authority directs it to do so because that information is necessary for any purpose referred to in those paragraphs.

17.14 This condition does not require the licensee to produce any documents or give any information which it could not be compelled to produce or give in evidence in civil proceedings before a court.

Condition 18. Undertakings to Relevant Gas Transporters

- 18.1 This condition applies if a Relevant Gas Transporter has given the licensee a Notice that sets out terms designed to ensure that:
- (a) if arrangements between the transporter and a Gas Shipper to convey gas to any premises supplied by the licensee come to an end;
 - (b) if such arrangements are not immediately replaced by arrangements (that achieve the same purpose) between the transporter and the same or any other Gas Shipper; and
 - (c) if the transporter has given Notice to the licensee of the end of the arrangements,
- the licensee must:
- (i) provide the appropriate security to the transporter; and
 - (ii) pay it all relevant charges for gas taken out of its pipeline system,
- as if the arrangements had continued and the licensee had been the Gas Shipper, beginning when sub-paragraphs (a) to (c) apply and ending when a new Gas Shipper is appointed for the premises.
- 18.2 Where this condition applies, the licensee must give the Relevant Gas Transporter a binding undertaking in Writing in relation to the premises to which the licensee supplies gas that includes the terms set out in the Notice referred to in paragraph 18.1.
- 18.3 The licensee must give the binding undertaking to the Relevant Gas Transporter by no later than 20 Working Days after the licensee first begins to supply gas to any premises to which gas is conveyed by that transporter.
- 18.4 The licensee must take all reasonable steps to ensure that, no later than 25 Working Days after the date on which sub-paragraphs 18.1(a) to (c) apply in relation to any Relevant Gas Transporter, a Gas Shipper has made arrangements with that transporter for gas to be conveyed to the premises supplied by the licensee and such arrangements have effect.
- 18.5 The licensee will not be required to comply with any obligation in the preceding paragraphs of this condition if, because of section 5(1) of the Act (which prohibits unlicensed activities in relation to gas unless an exemption applies), it would be unlawful for it to do so.
- 18.6 In this condition, references to arrangements for gas to be conveyed to premises supplied by the licensee include, if those premises are Secondary Premises, arrangements under which gas is taken out of the pipeline system of the Relevant Gas Transporter at the Relevant Primary Premises.

Condition 19. Payments to Customers

19.1. As soon as reasonably practicable after the licensee receives a Relevant Payment:

- (a) from the Relevant Gas Shipper; or
- (b) if the licensee is the Relevant Gas Shipper, from the Relevant Gas Transporter,

it must pay a sum, which is equal to the Relevant Payment, to the appropriate Customer except in the circumstances referred to in paragraph 19.2.

19.2 If the Relevant Payment referred to in paragraph 19.1 is being paid to the licensee because of the Relevant Gas Transporter's failure:

- (a) to convey gas to Domestic Premises; or
- (b) to convey gas to Secondary Premises that are Domestic Premises in accordance with arrangements with the Relevant Gas Shipper for gas to be taken out of its pipeline system at the Relevant Primary Premises for conveyance to those premises,

the licensee must set off that sum against any Charges for the Supply of Gas which are or are likely to become due to be paid by the appropriate Customer or take all reasonable steps to pay to the Customer any amount that has not been so set off.

Condition 19A. Financial information reporting

- 19A.1. The Relevant Licensee must prepare and publish on its Website a Consolidated Segmental Statement in respect of information relating to the revenues, costs and profits of its activities in the generation and supply of electricity and the supply of gas to any premises taking account of the Guidelines.
- 19A.2. Where applicable, the Relevant Licensee must prepare and publish the Consolidated Segmental Statement referred to in paragraph 19A.1 in conjunction with any Affiliates (the “**Relevant Affiliates**”) which hold any or all of the following:
- (a) a supply licence granted or treated as granted under section 6(1)(d) of the Electricity Act 1989;
 - (b) a generation licence granted or treated as granted under section 6(1)(a) of the Electricity Act 1989;
 - (c) a supply licence granted or treated as granted under section 7A(1) of the Act.
- 19A.3. The Relevant Licensee must in conjunction with the Relevant Affiliates prepare and publish a Consolidated Segmental Statement no later than six months after the end of the Relevant Licensee’s financial year.
- 19A.4. The Relevant Licensee may for the purpose of preparing the statement referred to in paragraph 19A.3 prepare and compile the information according to the its annual accounting procedures. The Relevant Licensee must include in every such statement an explanation:
- (a) of how it defines the terms revenues, cost and profits;
 - (b) of how the revenues, costs, and profits can be reconciled with its UK statutory accounts or the consolidated group accounts; and
 - (c) of the its transfer pricing methodology and how this relates to the revenues, costs and profit information published.
- 19A.5. The Relevant Licensee must ensure that all the information prepared and made public pursuant to paragraph 19A.3 is in all material respects consistent with the information prepared pursuant to paragraph 19A.4 and the information is presented with a clear and full explanation.
- 19A.6. The Authority shall prepare Guidelines in relation to the requirements of this condition and may modify, in whole or in part, the Guidelines following consultation with the Relevant Licensees.
- 19A.7. For the purposes of this condition:

- “Affiliate”** means any holding company or subsidiary of a holding company of the Relevant Licensee, in each case within the meaning of sections 1159 and 1160 of the Companies Act 2006.
- “Consolidated Segmental Statement”** means a statement as described in the Guidelines.
- “Guidelines”** mean the document prepared by the Authority pursuant to paragraph 19A.6 setting out the nature of the information required and the template for the presentation of the financial information.
- “Relevant Licensee”** means the holder of a supply licence granted or treated as granted under section 7A(1) of the Act if:
- (a) any of its Affiliates holds a generation licence granted or treated as granted under section 6(1)(a) of the Electricity Act 1989; and
 - (b) it, together with any of its Affiliates, jointly supplies gas to more than 50,000 customers.

Condition 19B. Prohibition of cross-subsidies

The licensee shall ensure that its business carrying out supply activities shall not give any cross-subsidy to, or receive any cross-subsidy from any business of the licensee which carries out one or more of the following gas activities, operation of an interconnector, transmission, distribution, storage or LNG.

Condition 19C. Green Deal arrangements

Direct Debit payments

19C.1 Where, in relation to premises being supplied by the licensee:

- (a) a Customer is a Green Deal Bill Payer that pays Charges for the Supply of Gas 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 Contract);
- (b) the licensee receives a request from that Customer to reduce its direct debit payments under the Contract (or Deemed Contract, as the case may be) by an amount equivalent to any Green Deal Gas Savings;
- (c) such request is made within thirty (30) days of the Premises becoming Green Deal Premises; and
- (d) the Customer notifies the licensee within those thirty (30) days of the alphanumeric unique identifier for its Green Deal Plan,

the licensee shall in a timely manner satisfy itself whether there are Green Deal Gas Savings.

19C.2 Where, pursuant to paragraph 19C.1, the licensee is satisfied that there are Green Deal Gas Savings, the licensee shall comply with the Customer's request by dividing the Green Deal Gas Savings (or, where available to the licensee, the Green Deal Gas Savings as adjusted for that Customer) by the number of direct debit payments to be made by the Customer in a 12 month period and deducting the resulting amount from each direct debit payment.

19C.3 Paragraph 19C.2 is without prejudice to the licensee's obligations in respect of a Domestic Customer by virtue of standard condition 27.

19C.4 For the purposes of this condition:

“Green Deal Bill Payer”	means a “bill payer” within the meaning of the Green Deal Regulations.
“Green Deal Charges”	means a payment required to be made under a Green Deal Plan by a Green Deal Bill Payer, as referred to in section 1(6) of the Energy Act 2011.
“Green Deal Gas Savings”	means the annual financial savings (or increased costs) on consumption from gas, estimated by the Green Deal Provider and notified to the licensee, for the relevant Green Deal Plan.

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

“Green Deal Plan”	has the meaning given to “green deal plan” in section 1(3) of the Energy Act 2011.
“Green Deal Premises”	means premises at which Green Deal Charges are owed to a Green Deal Provider.
“Green Deal Provider”	a person who is authorised to act as a green deal provider under the Green Deal Regulations.
“Green Deal Regulations”	means the Green Deal Framework (Disclosure, Acknowledgement, Redress etc.) Regulations 2012.

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

Standard conditions 20 and 21: Information for all Customers

Condition 20. Safety of gas supplies, Meter Point Reference Number and dispute settlement

Emergency and enquiry services

- 20.1 The licensee must keep each of its Customers informed:
- (a) that an escape or a suspected escape of gas should be reported immediately; and
 - (b) of a telephone number which should be used for that purpose.
- 20.2 The licensee may comply with paragraph 20.1 by:
- (a) providing each Customer whose premises is supplied with gas under a Contract or a Deemed Contract with the information referred to in that paragraph when the licensee first begins to supply gas to the customer's premises or, in the case of a Deemed Contract, becomes aware that it is doing so;
 - (b) providing the information referred to in that paragraph to each Customer on each Bill or statement of account sent to a Customer in relation to Charges for the Supply of Gas or annually if the licensee has not sent such a Bill or statement of account to him; and
 - (c) publishing the information referred to in that paragraph in such manner as will in the opinion of the licensee secure adequate publicity for it.
- 20.3 The licensee must give:
- (a) the telephone number referred to in sub-paragraph 20.1(b); and
 - (b) the current postal address and telephone number of the Relevant Gas Transporter's Enquiry Service,
- to a Customer when he requests it.
- 20.4 The licensee must take all reasonable steps to inform each of its Customers of any change to the telephone number referred to in sub-paragraph 20.1(b) before the date on which that change becomes effective.

Meter Point Reference Number

- 20.5 The licensee must inform each of its Customers of his Meter Point Reference Number:
- (a) on each Bill or statement of account sent to a Customer in relation to Charges for the Supply of Gas; or

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

- (b) annually if the licensee has not sent such a Bill or statement of account to him.

Dispute settlement

- 20.6 The licensee must provide to each of its Customers information concerning his rights as regards the means of dispute settlement available to him in the event of a dispute with the licensee.

**Note: Consolidated conditions are not formal Public Register documents and should not be relied on.
Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

Condition 21

Not used

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

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

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

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

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

21A.4 In this condition:

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

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

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

Condition 21B. Billing based on meter readings

- 21B.1 If a Customer provides a meter reading to the licensee that the licensee considers reasonably accurate, or if the Gas Meter is read by the licensee, the licensee must take all reasonable steps to reflect the meter reading in the next Bill or statement of account sent to the Customer.
- 21B.2 If the licensee considers that a meter reading provided by a Customer is not reasonably accurate, the licensee must take all reasonable steps to contact the Customer to obtain a new meter reading from him.

Note: Consolidated conditions are not formal Public Register documents and should not be relied on.
Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013

SECTION B: STANDARD CONDITIONS FOR DOMESTIC SUPPLIERS

**Note: Consolidated conditions are not formal Public Register documents and should not be relied on.
Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

Standard conditions 22 to 24: Regulation of Domestic Supply Contracts

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

Licensee's obligations

- 22.1 If the licensee supplies gas to Domestic Premises, it must do so under a Domestic Supply Contract or a Deemed Contract.
- 22.2 Within a reasonable period of time after receiving a request from a Domestic Customer for a supply of gas to Domestic Premises, the licensee must offer to enter into a Domestic Supply Contract with that customer.
- 22.3 If the Domestic Customer accepts the terms of the Domestic Supply Contract offered to him under paragraph 22.2, the licensee must supply gas in accordance with that contract.
- 22.4 A Domestic Supply Contract must:
- (a) be in Writing; and
 - (b) include all the terms and conditions for the supply of gas, including:
 - (i) a term separately identifying the Charges for the Supply of Gas and the charge for any other good or service to be provided; and
 - (ii) a term reflecting the provisions of standard condition 24 (Termination of Domestic Supply Contracts) in relation to the ending of the contract in the circumstances set out there.

Domestic terms

- 22.5. A Domestic Supply Contract or a Deemed Contract with a Domestic Customer entered into or negotiated on or after the day after the day on which the Electricity and Gas (Internal Markets) Regulations 2011 are made must include:
- (a) the identity and address of the licensee;
 - (b) the services provided, including any maintenance services provided, and any service quality levels that are to be met;
 - (c) if a connection is required, when that connection will take place;
 - (d) the means by which up to date information on all applicable tariffs and any maintenance charges may be obtained;
 - (e) any conditions for renewal of the Domestic Supply Contract;

- (f) any compensation and refund arrangements which apply if contracted quality service levels are not met, including inaccurate and delayed billing; and
- (g) information concerning the Domestic Customer's rights as regards the means of dispute settlement available to them in the event of a dispute with the licensee including how dispute resolution procedures can be initiated.

Exceptions to licensee's obligations

- 22.6 The licensee is not required to comply with the obligations set out in paragraphs 22.2 or 22.3 in any of the following circumstances:
- (a) the Domestic Premises are not connected, whether directly or indirectly, to a relevant main;
 - (b) supplying gas to the Domestic Premises would, or might, involve danger to the public, provided that the licensee has taken all reasonable steps to prevent such danger from occurring;
 - (c) without prejudice to paragraph 13 of Standard Condition 25B it is not reasonable in all the circumstances of the case for the licensee to supply gas to the Domestic Premises, provided that, if it is already supplying gas to the premises, it has given at least seven Working Days' Notice of its intention to stop doing so; or
 - (d) the licensee requires the Domestic Customer to pay a Security Deposit and he does not do so, except if that deposit is in breach of any of the requirements in paragraphs 3 and 4 of standard condition 27 (Payments, Security Deposits and Disconnections).

Calculation of kilowatt hours

- 22.7 A Domestic Supply Contract that provides for any element of the Charges for the Supply of Gas to be related to the Amount of gas supplied to Domestic Premises or Domestic Premises that are Secondary Premises must also provide for the number of kilowatt hours supplied to the premises to be calculated in the same manner as such number would have been calculated under section 12(1) of the Act if the gas had been conveyed to the premises by a Gas Transporter.

Provision of Domestic Supply Contracts

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

Provision of Customer Information

**Note: Consolidated conditions are not formal Public Register documents and should not be relied on.
Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

22.9 Where a Domestic Customer requests the licensee to pass on his Historic Consumption Data and/or Meter Point Reference Number either to the Domestic Customer or to another Gas Supplier or to any other person, the licensee shall comply with that request free of charge as soon as reasonably practicable.

22.10 For the purposes of this condition:

“Historic Consumption Data” means:

- (a) except where a Domestic Customer has held his Domestic Supply Contract for less than 12 months, the quantity of gas supplied to the Domestic Customer’s Domestic Premises during the previous 12 months; or
- (b) where the Domestic Customer has held his Domestic Contract for less than 12 months, the quantity of gas supplied to the Domestic Customer’s Domestic Premises during the duration of the Domestic Contract.

Condition 23. Notification of Domestic Supply Contract terms

Notification of Principal Terms

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

Notification before Domestic Supply Contract ends

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

Notification of unilateral variation

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

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

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

- 23.4 The Notice referred to in paragraph 23.3 must:

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

- 23.5 The licensee must present the information required in paragraph 23.4 in a form that is clear and easy to understand and must place the information required in sub-paragraphs 23.4(b) and (c) in a prominent position on the Notice.

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

Condition 24. Termination of Domestic Supply Contracts

End of ownership or occupation

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

Termination Fees

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

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

Application of this condition

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

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

Standard conditions 25 to 30: Domestic Customer protection

Condition 25. Marketing gas to Domestic Customers

Objective and obligation to achieve it

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

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

25.2 The licensee shall take all reasonable steps:

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

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

25.4 The licensee shall:

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

Selection and training

25.5 The licensee shall:

- (a) put in place and follow procedures which are appropriate for the selection of staff or other Representatives who are employed or engaged in roles which involve, might involve or will involve communication with Domestic Customers for the purpose of its Marketing Activities;

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

Pre-contract obligations

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

- (a) provide to that Domestic Customer, in Writing or by means of electronic display, an estimate of the total annual Charges for the Supply of Gas which would be payable by that Domestic Customer under the Offered Domestic Supply Contract; and
- (b) where:
 - (i) the Domestic Customer is, at the time the offer is made, being supplied with gas through a Prepayment Meter; or
 - (ii) the licensee or a Representative has indicated to a Domestic Customer that the Charges for the Supply of Gas that would be payable under the Offered Domestic Supply Contract are lower than the Charges for the Supply of Gas that are payable under the Domestic Supply Contract pursuant to which the relevant Domestic Customer receives its supply of gas at the time the offer is made,

provide to that Domestic Customer, in Writing or by means of electronic display, a comparison of the Charges for the Supply of Gas that would be payable under the Offered Domestic Supply Contract and the Charges for

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

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

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

25.8 Any comparison of Charges for the Supply of Gas undertaken in accordance with sub-paragraph 25.6(b) must:

- (a) be undertaken (and explained to the relevant Domestic Customer) on a like for like basis. For these purposes, this will mean that the comparison of Charges for the Supply of Gas must be based on the same time period (which will usually be one year) and the same consumption level (whether based on the relevant Domestic Customer's actual consumption or the licensee's or Representative's best estimate of that consumption); and
- (b) itemise clearly and explain any other relevant differences between the Offered Domestic Supply Contract and, subject to sub-paragraph 25.6(b),

the relevant Domestic Customer's existing Domestic Supply Contract, including any discounts and/or differences in charges associated with different payment methods.

- 25.9 Where the licensee or a Representative provides to a Domestic Customer an estimate and/or a comparison in accordance with paragraph 25.6, the licensee or Representative must, either at the time that it provides the estimate and/or comparison or as soon as reasonably practicable thereafter, provide to the relevant Domestic Customer a Written copy of that estimate and/or comparison, as appropriate, which the Domestic Customer can retain for their records. This obligation does not apply where the Domestic Customer does not subsequently accept or enter into the Domestic Supply Contract to which the estimate and/or comparison relate(s).
- 25.10 Where a Domestic Customer to whom the licensee or any Representative has provided an estimate or a comparison in accordance with this licence condition enters into a Domestic Supply Contract with the licensee, the licensee must maintain a record of the information which it provided to that Domestic Customer concerning that Domestic Supply Contract in accordance with this licence condition for a period of 2 years.

Obligations at time of contract

- 25.11 Where the licensee enters into a Domestic Supply Contract with a Domestic Customer, the licensee or Representative shall, either at the time that the Domestic Supply Contract is entered into or as soon as reasonably practicable thereafter, provide to that Domestic Customer all the information which the licensee or Representative reasonably considers the Domestic Customer would need having regard to the Objective and the licensee's obligation to secure compliance with the same.
- 25.12 The information which the licensee or Representative shall provide in accordance with paragraph 25.11 shall include but not be limited to:
- (a) a copy of the Domestic Supply Contract (which shall be consistent in all respects with the Offered Domestic Supply Contract) which the licensee and that Domestic Customer have entered into;
 - (b) an explanation of what happens next now that the Domestic Customer has entered into a Domestic Supply Contract;
 - (c) a reminder to that Domestic Customer to check that the product they have signed up to is appropriate for them, including details of where to find impartial advice and information;
 - (d) information about any right for the Domestic Customer to cancel the Domestic Supply Contract; and

- (e) information about what the Domestic Customer can do if they have any concerns, including details of how Citizens Advice consumer service can be contacted.

Contact with Domestic Customers after Contract

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

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

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

- (a) understands that he or she has entered into a Domestic Supply Contract;
- (b) understands the Principal Terms of that Domestic Supply Contract;
- (c) is content to have entered into that Domestic Supply Contract;
- (d) has received the estimate and, where appropriate, the comparison required by paragraph 25.6; and
- (e) is content with the information provided by the licensee and/or, as appropriate, a Representative and is otherwise content with the way in which the Marketing Activities of the licensee were conducted.

25.15 Where, in the course of contact as required by paragraph 25.14, the Domestic Customer indicates that he or she is not content to have entered into the Domestic Supply Contract and wishes to end it, the licensee must take all reasonable steps to ensure:

- (a) that the Domestic Supply Contract is ended; and
- (b) where reasonably practicable, that the licensee does not begin a supply of gas to the relevant Domestic Customer.

Management arrangements

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

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

Definitions for condition

25.17 For the purposes of this condition:

“Marketing Activities”	means any activities of the licensee, that: (a) take place with the simultaneous physical presence of the licensee or any Representative and a Domestic Customer; and (b) are directed at or incidental to identifying and communicating with Domestic customers for the purpose of promoting the licensee’s Domestic Supply Contracts to them and includes entering into such contracts with such customers.
“Objective”	has the meaning given to it in paragraph 25.1 of this condition.
“Offered Domestic Supply Contract”	means any offer to contract, including the terms of such offer, which the licensee or a Representative makes to a Domestic Customer concerning a supply of gas to that Domestic Customer at Domestic Premises.
“Telesales Activities”	means any activities of the licensee that are: (a) conducted by telephone; and (b) directed at or incidental to identifying and communicating with Domestic Customers for the purpose of promoting the licensee’s Domestic Supply Contracts to them and includes entering into such contracts with such customers.

Condition 25A. Prohibition of undue discrimination in supply

Prohibition of undue discrimination

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

Compliance with this condition

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

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

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

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

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

Termination of this provision

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

Condition 25B. Interoperability of Advanced Domestic Meters

Information to be provided in respect of Advanced Domestic Meters

- 25B.1 This paragraph applies where the licensee is the Relevant Gas Supplier to a Domestic Customer with an Advanced Domestic Meter and that Domestic Customer intends to change their Gas Supplier and continue to use that Advanced Domestic Meter at the Domestic Premises.
- 25B.2 Where paragraph 25B.1 applies the licensee must take (and ensure that any Representative takes) all reasonable steps to ensure that, as from the date another supplier becomes the Relevant Gas Supplier for those premises, no misleading or inaccurate information relating to Charges for the Supply of Gas will be provided to the Domestic Customer via an Electronic Consumption Data Display and the Advanced Domestic Meter which relates to, or arises from, the Domestic Supply Contract previously entered into between the licensee and the Domestic Customer.
- 25B.3 Before the licensee enters into a Domestic Supply Contract with a Domestic Customer, the licensee must take (and ensure that any Representative takes) all reasonable steps to:
- (a) ascertain whether an Advanced Domestic Meter is installed at the Domestic Premises;
 - (b) where an Advanced Domestic Meter is installed at the Domestic Premises, obtain information about the functionality of that Advance Domestic Meter;
 - (c) communicate to that Domestic Customer in plain and intelligible language an explanation of the nature and effect of any potential variations to the services related to the functionality of the Advanced Domestic Meter installed at the Domestic Premises that might be to the disadvantage of the Domestic Customer.
- 25B.4 Where paragraph 3 applies, the licensee must take and retain (and ensure that any Representative takes and maintains) appropriate record of its compliance with the requirements of paragraph 3 of this condition.
- 25B.5 Before the licensee or any Representative installs an Advanced Domestic Meter, the licensee must take (and ensure that any Representative takes) all reasonable steps to communicate to that Domestic Customer in plain and intelligible language a statement to the effect that if they change their Gas Supplier they may not be able to receive the same services in respect of the functionality of the Advanced Domestic Meter installed at their Domestic Premises.

General obligation to help maintain Advanced Domestic Meter services

- 25B.6 This paragraph applies where:

- (a) the licensee is the Installation Licensee; and
 - (b) a Proposed New Gas Supplier has requested the information referred to in paragraph 7 from the Installation Licensee.
- 25B.7 Where paragraph 6 applies, the Installation Licensee must, as soon as reasonably practicable, provide the Proposed New Gas Supplier with such information as is reasonably required to:
- (a) enable the Proposed New Gas Supplier to determine the functionality of the existing Advanced Domestic Meter at the particular Domestic Premises (hereafter referred to as ‘the relevant premises’); and
 - (b) enable the Proposed New Gas Supplier to maintain all or part of the services related to the functionality of the existing Advanced Domestic Meter at the relevant premises.
- 25B.8 The licensee is not required to give information under paragraph 7, if doing so would seriously and prejudicially affect its commercial interest or might be expected to be incompatible with any legislation, rule of law or licence condition.
- 25B.9 The licensee is not required to give information under paragraph 7 which it could not be compelled to produce or give in evidence in civil proceeding before a court.
- 25B.10 Where the Installation Licensee receives a request from a Proposed New Gas Supplier, after 31st December 2012, the Installation Licensee must:
- (a) offer to provide the Proposed New Gas Supplier with all such services as are reasonably required for the Proposed New Gas Supplier to maintain all of the services related to the functionality of the existing Advanced Domestic Meter at particular Domestic Premises (hereafter referred to as ‘the relevant services’); and
 - (b) if the offer referred to in sub-paragraph (a) is accepted, provide the Proposed New Gas Supplier with the relevant services in accordance with that offer.
- 25B.11 The Installation Licensee is not required to comply with paragraph 10 where it –
- (a) supplies gas to fewer than 250,000 Domestic Customers; or
 - (b) has installed or arranged to have installed fewer than –
 - (i) 25,000 Advanced Domestic Meters; and
 - (ii) 5,000 Prepayment Advanced Domestic Meters.

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

25B.12 The licensee is not required to comply with Standard Condition 25B.10 to such extent as the Authority may from time to time direct.

Replacement of a Prepayment Advanced Domestic Meter

25B. 13 Where a Domestic Customer with a Prepayment Advanced Domestic Meter intends to change their Gas Supplier at the same Domestic Premises to the licensee, and will continue to pay Charges for the Supply of Gas in advance though a Prepayment Meter, but the licensee is unable to support the existing Prepayment Advance Domestic Meter, the licensee must install or arrange to install a replacement Prepayment Meter at no charge to the Domestic Customer.

25B.14 The licensee must provide to the Authority, in such manner and at such times as the Authority may reasonably require, such Information as the Authority may require or deem necessary or appropriate to enable the Authority to monitor the licensee’s compliance with this condition.

25B.15 The licensee is not required to comply with paragraph 14 if it could not be compelled to produce or give the Information in evidence in civil proceedings before a court.

Definitions for condition

25B.16 For the purposes of this condition:

Advanced Domestic Meter	means an Gas Meter that, either on its own or with an ancillary device: (a) provides measured gas consumption data for multiple time periods and is able to provide such data for at least daily periods; (b) is able to provide the licensee with remote access to such data; and (c) is not an Electronic Consumption Data Display.
Electronic Consumption Data Display	means an electronic device that provides information, by electronic display, for the purposes of ascertaining the quantity of gas supplied to Domestic Premises and/or information relating to Charges for the Supply of Gas, in relation to Domestic Premises where an Advanced Domestic Meter is installed.
Installation Licensee	means the Gas Supplier who has installed or arranged to have installed an Advanced Domestic Meter at the Domestic Premises of a particular Domestic Customer.
Prepayment Advanced Domestic Meter	means a Gas Meter that, either on its own or with an ancillary device: (a) provides measured gas consumption data for multiple time periods and is able to provide such data for at least daily periods; (b) is able to provide the licensee with remote access to such data; (c) operating in a mode which requires a Domestic Customer to pay Charges for the Supply of Gas in advance; and (d) a reference to the installation or removal of a Prepayment Meter includes the switching of any Gas Meter to or from such a mode.

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

Proposed New Gas Supplier	means a Gas Supplier that is not the Installation Licensee and is seeking to enter into a Domestic Supply Contract with a particular Domestic Customer.
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Condition 26. Services for specific Domestic Customer groups

Customers who are of Pensionable Age, disabled or chronically sick

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

Blind, partially sighted, deaf or hearing-impaired customers

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

Duty to establish Priority Services Register

- 26.4 The licensee must establish and maintain a Priority Services Register which lists all of the licensee's Domestic Customers who:
- (a) are of Pensionable Age, disabled or chronically sick; and

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

Information to Relevant Gas Transporter

- 26.7 The licensee must give the Relevant Gas Transporter the following information insofar as it is relevant to the performance of that transporter's obligations under the Gas Transporter Licence:
- (a) details relating to any person who has agreed a password with the licensee, including what that password is; and
 - (b) details of any person registered on the Priority Services Register.

Provision of information

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

Condition 27. Payments, Security Deposits, Disconnections and final Bills

Payment methods under Domestic Supply Contract

27.1 Where the licensee offers to supply gas to a Domestic Customer under a Domestic Supply Contract under paragraph 2 of standard condition 22 (Duty to offer and supply under Domestic Supply Contract), it must offer the customer a wide choice of payment methods for paying Charges for the Supply of Gas and those methods must include (in each case, for the duration of the contract):

- (a) payment by cash:
 - (i) to a person and at a place that is reasonable in all the circumstances of the case, including circumstances where a Domestic Customer pays in advance using a Prepayment Meter; and
 - (ii) fortnightly or more regularly; and
- (b) payment in advance through a Prepayment Meter.

27.2 The licensee is not required to comply with paragraph 27.1:

- (a) if a Domestic Customer asks to use a particular payment method for paying Charges for the Supply of Gas and the licensee offers that method to him; or
- (b) if it supplies gas to fewer than 50,000 Domestic Customers or such other number as may from time to time be directed by the Authority.

27.2A Any difference in terms and conditions as between payment methods for paying Charges for the Supply of Gas shall reflect the costs to the supplier of the different payment methods.

27.2B In this condition, “**terms**” means all terms on which a supply of gas is offered or provided, including terms as to price, which significantly affect the evaluation of that supply.

Security Deposits

27.3 A licensee must not require a Domestic Customer to pay a Security Deposit in relation to the supply of gas to his premises:

- (a) if that customer agrees that the premises may be supplied through a Prepayment Meter and it is safe and reasonably practicable in all the circumstances of the case for the premises to be so supplied; or
- (b) if it is unreasonable in all the circumstances of the case to require that customer to pay a Security Deposit.

27.4 A Security Deposit must not exceed a reasonable amount.

Customers in payment difficulty

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

27.6 The services referred to in paragraph 27.5 are:

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

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

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

- (a) relevant information provided by third parties, where it is available to the licensee; and
- (b) where instalments will be paid using a Prepayment Meter, the value of all of the charges that are to be recovered through that meter.

Disconnection for unpaid charges

27.9 The licensee must not Disconnect a Domestic Premises at which the Domestic Customer has not paid Charges for the Supply of Gas unless it has first taken all

- reasonable steps to recover those charges by means of the service referred to in sub-paragraph 27.6(a)(iii).
- 27.9A For the purposes of conditions 27.9, 27.10, 27.11 and 27.11A, Disconnection includes Credit Limiting where:
- (i) it amounts to stopping the supply to the Domestic Premises; and
 - (ii) the Domestic Customer does not pay Charges for the Supply of Gas by using a Prepayment Meter.
- 27.10 The licensee must not Disconnect, in Winter, a Domestic Premises at which the Domestic Customer has not paid Charges for the Supply of Gas if it knows or has reason to believe that the customer is of Pensionable Age and lives alone or lives only with persons who are of Pensionable Age or under the age of 18.
- 27.11 The licensee must take all reasonable steps to avoid Disconnecting, in Winter, a Domestic Premises at which the Domestic Customer has not paid Charges for the Supply of Gas if the occupants of the premises include a person who is of Pensionable Age, disabled or chronically sick and to whom paragraph 27.10 does not apply.
- 27.11(A) The licensee shall, before it exercises any right it may have to Disconnect a Domestic Premises, take all reasonable steps to ascertain whether:
- (i) the relevant Domestic Customer falls within the scope of SLC 27.10; or
 - (ii) the restriction on its right to disconnect in accordance with SLC27.11 applies.
- 27.11B The licensee must have regard to guidance on the interpretation of conditions 27.9A to 27.11A which, following consultation, the Authority may issue and may from time to time revise.

Provision of information

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

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

In this condition,

“Credit” means the amount by which the payments made by a Domestic Customer to the licensee under or in accordance with the relevant Domestic Supply Contract exceeds the total amount of Charges for the Supply of Gas Which is due and payable by that Domestic Customer to the licensee under that Domestic Supply Contract.

Provision of final Bill

- 27.17 Where the responsibility for the supply of gas to a Domestic Customer transfers from the licensee to another Gas Supplier or otherwise terminates, the licensee must take all reasonable steps to send a final Bill or statement of account of the Domestic Customer’s account within 6 weeks of the supplier transfer or termination of the Domestic Supply Contract.

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

- 27.18 Where subsequent information becomes available to correct an error in the final Bill or statement of account issued pursuant to paragraph 27.17, the licensee shall send a corrected Bill or statement of account as soon as reasonably practicable after the subsequent information becomes available.
- 27.19 Paragraphs 27.5 to 27.11B shall not apply where the licensee is considering exercising its Statutory Disconnection Power.

Condition 28. Prepayment Meters

Information about Prepayment Meters

- 28.1 If the licensee offers to enable a Domestic Customer to pay or a Domestic Customer asks to pay Charges for the Supply of Gas through a Prepayment Meter, the licensee must provide, prior to or upon the installation of that meter, appropriate information to that customer about:
- (a) the advantages and disadvantages of a Prepayment Meter;
 - (aa) information relating to the operation of the Prepayment Meter, including information about the process for, and methods by which, the Domestic Customer can pay in advance through the Prepayment Meter;
 - (b) where he may obtain information or assistance if:
 - (i) the Prepayment Meter is not operating effectively; or
 - (ii) any device used to allow the Charges for the Supply of Gas to be paid through the Prepayment Meter is not operating effectively; and
 - (c) the procedures that the licensee will follow when removing or resetting the Prepayment Meter, including the timescale and any conditions for removing or resetting it.

Safety and reasonable practicability of Prepayment Meters

- 28.1A Where a Domestic Customer uses a Prepayment Meter and the licensee becomes aware or has reason to believe that it is no longer safe and reasonably practicable in all the circumstances of the case for the Domestic Customer to do so, the licensee must offer:
- (a) to alter the position of, or replace with one which has been specially adapted, the Prepayment Meter installed in the Domestic Premises, either in accordance with its obligations under Schedule 2B (Gas Code) or otherwise, if it would make it safe and reasonably practicable in all the circumstances of the case, for the Domestic Customer to continue to use the Prepayment Meter;
 - (b) 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 Customer to continue to use the Prepayment Meter; or
 - (c) a facility for the Domestic Customer to pay Charges for the Supply of Gas through a means other than a Prepayment Meter, including, where

condition 27.5 applies, the services referred to in condition 27.6(a)(i) and (ii).

28.1B The licensee must have regard to guidance on the interpretation of “safe and reasonably practicable in all the circumstances of the case” which, following consultation, the Authority may issue, and may from time to time revise.

Resetting of Prepayment Meters

28.2 Where a Domestic Customer pays Charges for the Supply of Gas through a Prepayment Meter, the licensee must take all reasonable steps to ensure that the meter is reset within a reasonable period of time:

- (a) after 1 August 2007, if any change has been made to Charges for the Supply of Gas before that date and the meter has not been reset;
- (b) after any change is made on or after that date to Charges for the Supply of Gas; or
- (c) if payments are being made by instalments using the meter:
 - (i) after any change is made to the amount due in instalments; or
 - (ii) after instalments are no longer required.

Provision of information

28.3 The licensee must:

- (a) prepare a statement that sets out, in plain and intelligible language, its obligations under this condition and includes the information referred to in paragraph 28.1;
- (b) publish that statement on and make it readily accessible from its Website (if it has one);
- (c) take all reasonable steps to inform each of its Domestic Customers who pay Charges for the Supply of Gas through a Prepayment Meter, at least once each year, of the statement and how to obtain it; and
- (d) give a copy of the statement on request and free of charge to any person.

Condition 29. Gas safety

Arrangements for gas safety checks

29.1 The licensee must provide a gas safety check, in accordance with the requirements of paragraph 29.3, where the Domestic Customer meets the criteria set out in paragraph 29.2 and:

- (a) lives with others, at least one of whom is under five years old; or
- (b) is of Pensionable Age, disabled or chronically sick and either:
 - (i) lives alone; or
 - (ii) lives with others who are all of Pensionable Age, disabled, chronically sick or under 18.

29.2 The criteria referred to in paragraph 29.1 are that the Domestic Customer:

- (a) does not occupy premises in relation to which a landlord is responsible for arranging a gas safety check under regulations made under the Health and Safety at Work etc Act 1974;
- (b) is in receipt of a means-tested benefit;
- (c) has asked for a gas safety check to be carried out; and
- (d) has not had a gas safety check carried out at the premises in the last 12 months or such longer period as may be directed by the Authority following consultation with the Secretary of State and such other persons as the Authority considers are likely to be affected.

29.3 The requirements referred to in paragraph 29.1 are that gas safety checks must:

- (a) be provided free of charge;
- (b) be carried out by a person who has appropriate expertise;
- (c) include checks on the safety of gas appliances and other gas fittings on the customer's side of the Gas Meter; and
- (d) for a gas appliance, include an examination of:
 - (i) the effectiveness of any flue;
 - (ii) the supply of combustion air;
 - (iii) its operating pressure or heat input or, where necessary, both; and
 - (iv) its operation so as to ensure its safe functioning.

Provision of gas safety information

- 29.4 The licensee must take all reasonable steps to provide, free of charge, the information required by paragraph 29.5 to each Domestic Customer at least once each year and must provide it when requested to do so by a Domestic Customer.
- 29.5 The information referred to in paragraph 29.4 is information sufficient to inform each of the licensee's Domestic Customers about:
- (a) the safe use of gas appliances and other gas fittings;
 - (b) the dangers of carbon monoxide poisoning;
 - (c) the benefits of fitting an audible carbon monoxide alarm that complies with a relevant British or European safety standard;
 - (d) the benefits of gas safety checks; and
 - (e) where to seek advice if gas appliances are condemned as a result of a gas safety check.

Provision of information

- 29.6 The licensee must:
- (a) prepare a statement that sets out, in plain and intelligible language, its obligations under paragraphs 29.1 to 29.3;
 - (b) publish that statement on and make it readily accessible from its Website (if it has one);
 - (c) take all reasonable steps to inform each of its Domestic Customers, at least once each year, of that statement and how to obtain it; and
 - (d) give a copy of that statement on request and free of charge to any person.

Condition 30. Supply Point Administration Agreement

- 30.1 The licensee must be a party to, comply with and maintain the Supply Point Administration Agreement (for this condition only, the “SPAA”).
- 30.2 The licensee must take all reasonable steps to secure and implement, and must not take any unreasonable steps to prevent or delay, any modifications to Industry Documents which are necessary to give full and timely effect to a modification of the SPAA.
- 30.3 Paragraph 30.2 is without prejudice to:
- (a) any right of appeal that the licensee may have in relation to a decision made by the Authority under Industry Documents; and
 - (b) any right of approval, veto or direction that the Authority or the Secretary of State may have in relation to changes to Industry Documents.
- 30.4 The licensee must take all reasonable steps to secure and implement changes to its systems, procedures and processes which are necessary to give full, timely and practical effect to any modification of the SPAA.
- 30.5 The licensee must take all reasonable steps to ensure that the SPAA remains an agreement which:
- (a) is designed to facilitate the achievement of the relevant objectives set out in paragraph 30.6; and
 - (b) includes the matters set out in paragraph 30.7.
- 30.6 The relevant objectives referred to in sub-paragraph 30.5(a) are:
- (a) the development, maintenance and operation of an efficient, coordinated and economical change of supplier process;
 - (b) the furtherance of effective competition between Gas Suppliers and between relevant agents;
 - (c) the promotion of efficiency in the implementation and administration of the supply point administration arrangements;
 - (d) so far as is consistent with sub-paragraphs (a), (b) and (c), the efficient discharge of the licensee’s obligations under this licence;
 - (e) the establishment, maintenance and operation of the Meter Asset Manager arrangements; and
 - (f) securing compliance with standard condition 12A.
- 30.7 The matters referred to in sub-paragraph 30.5(b) are:

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Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

- (a) provision for enabling the SPAA to be modified from time to time so as to better facilitate the achievement of the relevant objectives set out in paragraph 30.6;
- (b) provision for enabling parties to the SPAA to appeal against any proposed modification of it to the Authority for determination; and
- (c) provision for a copy of the SPAA and accompanying schedules to be provided to any person on request, upon payment of an amount not exceeding the reasonable costs of making and providing it.

Standard conditions 31 and 32: Domestic Customer information

Condition 31. General information for Domestic Customers

Information about Citizens Advice consumer service

31.1 The licensee must inform each of its Domestic Customers:

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

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

Information about efficient use of gas

31.2 The licensee must maintain:

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

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

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

Information about amount of gas supplied

31.4 If the licensee gives a Bill or statement of account to a Domestic Customer in which Charges for the Supply of Gas are expressed in terms of the Amount of gas supplied, that bill or statement of account must include:

- (a) an explanation of the basis on which the amount is calculated from the quantity of gas supplied; and

- (b) if, in making the calculation referred to in sub-paragraph (a), an adjustment is made in relation to a Temperature and Pressure Conversion Factor, details of that adjustment.

Energy Consumer Guidance

- 31.5 Paragraphs 31.6 to 31.9 apply from the date on which the National Consumer Council publishes the first version of the Energy Consumer Guidance and the Concise Guidance.
- 31.6 The licensee must publish the latest version of the Energy Consumer Guidance and the Concise Guidance on its website within 28 days of the date on which that version is published by the National Consumer Council.
- 31.7 The licensee must inform each of its Domestic Customers how the Energy Consumer Guidance and the Concise Guidance can be accessed by:
 - (a) providing each new Domestic Customer whose premises it supplies with gas under a Contract or a Deemed Contract with this information when the licensee first begins to supply gas to the Domestic Customer's premises or, in the case of a Deemed Contract, becomes aware that it is doing so;
 - (b) including this information in or with each Bill or statement of account sent to a Domestic Customer in relation to Charges for the Supply of Gas or annually if the licensee has not sent such a Bill or statement of account to him; and
 - (c) providing this information to a Domestic Customer as soon as reasonably practicable after he requests it.
- 31.8 The licensee must provide a copy of the Concise Guidance to a Domestic Customer annually.
- 31.9 For the purposes of this condition:

“Concise Guidance” means the concise guidance published by the National Consumer Council under section 19A of the Consumers, Estate Agents and Redress Act 2007.

“Energy Consumer Guidance” means the energy consumer guidance published by the National Consumer Council under section 19A of the Consumers, Estate Agents and Redress Act 2007.

Condition 31A. Information about gas consumption patterns

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

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

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

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

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

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

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

- (a) the Domestic Customer’s Exact Tariff Name;
- (b) except where the Domestic Customer has held their Domestic Supply Contract for less than 12 months –

- (i) the quantity of gas supplied to the Domestic Customer's Domestic Premises during the previous 12 months;
- (ii) an illustrative projection of the cost in pounds sterling of the quantity of gas supplied to the Domestic Customer's Domestic Premises for the forthcoming 12 months assuming those premises are supplied with the same quantity of gas as during the previous 12 months;
- (c) details of any premium or discount that applies to the Domestic Customer's tariff as compared to the Gas Supplier's standard tariff where payment is by direct debit;
- (d) details of the Relevant Principal Terms of the Domestic Customer's Domestic Supply Contract;
- (e) a reminder in a prominent position that the Domestic Customer may change their Gas Supplier; and
- (f) information about where the Domestic Customer may obtain impartial advice and information about changing their Gas Supplier.

31.A.5 The licensee must:

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

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

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

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

- “Exact Tariff Name”** Means the full and exact name of the tariff that is used to calculate Charges for the Supply of Gas under the relevant Domestic Supply Contract.
- “Relevant Principal Terms”** Means, in respect of any form of Contract or Deemed Contract, the terms that relate to:
- (a) Charges for the Supply of Gas;
 - (b) The duration of the Contract or Deemed contract;
 - (c) The rights to end the Contract (including any obligations to pay a Termination Fee) or the circumstances in which a Deemed Contract will end; and
 - (d) Any other terms that may reasonably be considered to significantly affect the evaluation by the Customer whether to change their gas supplier.

Condition 32. Reporting on performance

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

Condition 33. Smart Metering System – Roll-out, Installation and Maintenance

The roll-out duty

- 33.1 The licensee must take all reasonable steps to ensure that a Smart Metering System is installed on or before 31 December 2019 at each Domestic Premises or Designated Premises in respect of which it is the Relevant Gas Supplier.
- 33.2 The requirement in paragraph 33.1 is subject to paragraphs 33.8, 33.9 and 33.10.

The duty in relation to replacement meters and new connections

- 33.3 The licensee must take all reasonable steps to ensure that, at each Domestic Premises or Designated Premises in respect of which:
- (a) it is the Relevant Gas Supplier, any replacement Gas Meter which is installed or is arranged to be installed forms part of a Smart Metering System;
 - (b) it is to be the first Relevant Gas Supplier, any new Gas Meter which is installed or is arranged to be installed forms part of a Smart Metering System.
- 33.4 For the purposes of paragraph 33.3:
- (a) a ‘replacement Gas Meter’ is a Gas Meter that replaces another Gas Meter previously installed at the premises; and
 - (b) a ‘new Gas Meter’ is a Gas Meter that is the first Gas Meter to be installed, or arranged to be installed, at the premises.
- 33.5 The requirement in paragraph 33.3 applies only with effect from any date specified by the Secretary of State in a direction issued to the licensee in accordance with this paragraph.
- 33.6 The requirement in paragraph 33.3 is subject to paragraphs 33.8, 33.9 and 33.10.

The duties after installation

- 33.7 The licensee must take all reasonable steps to ensure that, at each Domestic Premises or Designated Premises in respect of which it is the Relevant Gas Supplier and at which a Smart Metering System has been installed:
- (a) subject to sub-paragraph (b), the Smart Metering System continues to satisfy the requirements of the SME Technical Specification that was applicable:
 - (i) where the Smart Metering System was installed on or before the Smart Metering Designated Date, on the Smart Metering Designated Date;

- (ii) where the Smart Metering System was installed after the Smart Metering Designated Date, on the date of its installation; and
- (b) where any direction which amends the SME Technical Specification states that the amendment is to have effect in relation to a Smart Metering System (or any part of it) installed prior to the date specified in the direction, the Smart Metering System (or the relevant part of it) is replaced, modified or reconfigured so as to comply with the amended requirements of the SME Technical Specification.

Exception – Domestic and Designated Premises

33.8 The requirements in each of paragraphs 33.1 and 33.3 do not apply in respect of any Designated Premises or Domestic Premises at which either:

- (a) the existing Gas Meter is a Large Gas Meter; or
- (b) any new or replacement Gas Meter installed or arranged to be installed by the licensee is a Large Gas Meter,

and where in either case:

- (c) that Large Gas Meter meets any requirements which apply to it by virtue of paragraph 27 or 29 of standard condition 12.

Exception – Designated Premises Only

33.9 The requirement in each of paragraphs 33.1 and 33.3 does not apply in respect of any Designated Premises in respect of which:

- (a) the licensee (or any other person) has, on or before 5 April 2014, made arrangements for an Advanced Meter to be installed at the Designated Premises (the **relevant arrangements**); and
- (b) the obligation under the relevant arrangements to install the Advanced Meter is to be satisfied by a date which is on or before 5 April 2014;

and either:

- (c) the date for satisfying that obligation to install the Advanced Meter has not yet passed; or
- (d) an Advanced Meter has been installed at the Designated Premises.

33.10 The requirement in each of paragraphs 33.1 and 33.3 does not apply in respect of any Designated Premises in relation to which:

- (a) the licensee (or any other person) has, on or before 5 April 2014, entered into a contract to install or arrange the installation of an Advanced Meter at the Designated Premises (the **relevant contract**); and

**Note: Consolidated conditions are not formal Public Register documents and should not be relied on.
Gas suppliers Licence: Standard Conditions - Consolidated to 30 June 2013**

- (b) the relevant contract provides that the obligation to install the Advanced Meter is to be satisfied by a date which is on or before 31 December 2019;

and either:

- (c) the date for satisfying that obligation to install the Advanced Meter has not yet passed; or
- (d) an Advanced Meter has been installed at the Designated Premises.

Definitions

33.11 For the purposes of this condition:

Advanced Meter	means a Gas Meter which satisfies the definition of 'advanced meter' in paragraph 22 of standard condition 12 but which does not form part of a Smart Metering System.
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Condition 34. Provision of an In-Home Display

The general duty

- 34.1 The licensee must, where it installs or arranges for the installation of a Smart Metering System at any Domestic Premises on or after the Smart Metering Designated Date, ensure that it:
- (a) provides to the Domestic Customer at the premises complete and accurate information, which does not mislead the Domestic Customer, concerning the availability and benefits of an In-Home Display;
 - (b) communicates that information in plain and intelligible language;
 - (c) offers the Domestic Customer the opportunity to have an In-Home Display provided at the Domestic Premises from no later than the date the Smart Metering System is installed; and
 - (d) where the Domestic Customer accepts the offer, provides the In-Home Display at the premises from no later than that date.
- 34.2 The requirement in paragraph 34.1 is subject to paragraph 34.3.

Exception to the general duty

- 34.3 The licensee is not required to comply with paragraph 34.1 if a device has been provided by any person at the Domestic Premises which on the date on which the Smart Metering System is installed at the Domestic Premises meets the requirements of the IHD Technical Specification.

The duty on request of Domestic Customers

- 34.4 The licensee must take all reasonable steps to provide an In-Home Display at Domestic Premises in respect of which it is the Relevant Gas Supplier where:
- (a) the Domestic Customer at the premises makes a request for it to do so within the Relevant Period; and
 - (b) prior to that request an In-Home Display has not been provided at the premises.
- 34.5 The requirement in paragraph 34.4 is subject to paragraphs 34.6 and 34.11.

Exception to the duty on request of Domestic Customers

- 34.6 The licensee is not required to comply with paragraph 34.4 where, in respect of any Domestic Premises:
- (a) the IHD Technical Specification is amended on a date which falls:
 - (i) after the Smart Metering System has been installed at those Domestic Premises; and

- (ii) before the licensee has provided an In-Home Display to the Domestic Customer at those premises in accordance with a request made by that Customer;
- (b) if an In-Home Display were to be provided it would not be able to operate, together with the Smart Metering System at the premises, so as to permit the intended use of the functional capability of that In-Home Display; and
- (c) the licensee has provided to the Domestic Customer at the premises, within the Relevant Period, a device meeting the minimum requirements of the IHD Technical Specification applicable at the date on which the Smart Metering System was installed at the premises

The duty during the Relevant Period on and after provision of an IHD

34.7 The licensee must take all reasonable steps to ensure that, at each Domestic Premises in respect of which it is the Relevant Gas Supplier and at which an In-Home Display has been provided:

- (a) subject to sub-paragraph (b), the In-Home Display continues during the Relevant Period to satisfy the requirements of the IHD Technical Specification that was applicable at the date of its provision; and
- (b) where any direction which amends the IHD Technical Specification is issued during the Relevant Period and states that the amendment is to have effect in relation to an In-Home Display provided prior to the date specified in the direction, the In-Home Display is replaced, modification or reconfigured so as to comply with the amended requirements of the IHD Technical Specification.

34.8 The requirement in paragraph 34.7 is subject to paragraph 34.11.

The duty to deal with IHD faults

34.9 Where:

- (a) the licensee is notified that there is a fault in an In-Home Display provided at a Domestic Premises in respect of which it is the Relevant Gas Supplier;
- (b) the consequence of the fault is that the In-Home Display is no longer meeting the minimum requirements of the IHD Technical Specification applicable at the date on which the In-Home Display was provided;
- (c) the Smart Metering System at the Domestic Premises was installed:
 - (i) on or after the Smart Metering Designated Date; and
 - (ii) no more than 12 months prior to the date on which the licensee is notified of the fault; and

- (d) the licensee is in its reasonable opinion satisfied that the fault in the In-Home Display is not due to a failure by the Domestic Customer to take all reasonable steps to keep the In-Home Display in good working order.

the licensee must take all reasonable steps to repair or replace the faulty In-Home Display

34.10 The requirement in paragraph 34.9 is subject to paragraph 34.11.

Exceptions

34.11 Paragraphs 34.4, 34.7 and 34.9 apply:

- (a) in all cases in respect of any Domestic Premises at which the licensee installed or arranged for the installation of the Smart Metering System; and
- (b) in any other case, only from such date and to such extent as specified in a direction issued by the Secretary of State under this sub-paragraph.

Definitions

34.12 For the purposes of this condition:

Relevant Period	means, in respect of a Smart Metering System installed on or after the Smart Metering Designated Date, the period which commences on the date on which the Smart Metering System is installed at the Domestic Premises and ends 12 months after that date.
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Condition 35. Smart Metering Installation and Installation Code of Practice – Domestic Customers

Application

35.1 This Condition applies only where the licensee supplies or offers to supply gas to Domestic Premises.

The Objectives and the duty to achieve them

35.2 The objectives of this Condition (the Objectives) are to ensure that:

- (a) the licensee and any Representative provides and maintains a standard of service which helps to ensure that Domestic Customers' experience of the installation of Smart Metering Systems at their premises meets their reasonable expectations;
- (b) all activities undertaken by the licensee and any Representative in relation to the installation of Smart Metering Systems are conducted in a fair, transparent, appropriate and professional manner;
- (c) Domestic Customers are given information about, and during, the installation of Smart Metering Systems which:
 - (i) is complete and accurate;
 - (ii) does not mislead them; and
 - (iii) informs them about the benefits of Smart Metering Systems and about what to expect in relation to the installation process; and
- (d) Domestic Customers are not subject to unwelcome Marketing during any visit to their premises for the purposes of installing Smart Metering Systems.

35.3 The licensee shall take all reasonable steps:

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

The Domestic Installation Code

35.4 The steps that the licensee must take to secure the achievement of the Objectives include, without limitation, taking such steps and doing such things as are within its power to:

- (a) together with all other licensed electricity and gas suppliers of Domestic Premises; and
- (b) by no later than one month after this Condition takes effect (or such later date as the Authority may direct) (the **relevant period**),

prepare and submit for approval to the Authority a document to be known as the Domestic Installation Code of Practice (**Domestic Installation Code**).

35.5 If:

- (a) the licensee, together with all other licensed electricity and gas suppliers of Domestic Premises, does not submit a Domestic Installation Code to the Authority within the relevant period; or
- (b) the Authority does not approve the Domestic Installation Code submitted to it,

the Authority may:

- (c) designate a Domestic Installation Code which shall apply for the purposes of this Condition; or
- (d) in the case of sub-paragraph (b), issue a direction requiring the licensee and all other licensed electricity and gas suppliers of Domestic Premises to make such modifications to the Domestic Installation Code which has been submitted to it as are specified in the direction.

Content of the Domestic Installation Code

35.6 The Domestic Installation Code must include provisions which set minimum standards of service for the installation, and activities relating to the installation, of Smart Metering Systems at Domestic Premises.

35.7 The Domestic Installation Code must include provisions which ensure that any costs that the licensee seeks to recover from Customers in relation to:

- (a) the provision, configuration, installation or operation of the Smart Metering System at Domestic Premises;
- (b) the replacement, modification or reconfiguration of the Smart Metering System at Domestic Premises in accordance with the duty at paragraph 7(b) of Condition 33; or
- (c) the provision of a replacement In-Home Display at Domestic Premises in accordance with the duty at paragraph 7(b) or paragraph 9 of Condition 34,

may be recovered from a Domestic Customer only in the circumstances described in either paragraph 35.8 or 35.9.

35.8 The circumstances described in this paragraph are that costs are borne by the licensee's Domestic Customers generally as an increment of charges for gas supplied to them.

35.9 The circumstances described in this paragraph are that:

- (a) the Smart Metering System installed at Domestic Premises exceeds the minimum requirements of the SME or IHD Technical Specification ('enhanced equipment');
- (b) the Domestic Customer at the premises has first been given the option of having installed at his premises a Smart Metering System which is in conformity with but does not exceed the minimum requirements of the Technical Specification; and
- (c) the Domestic Customer has, prior to the Smart Metering System being installed, expressly requested the installation of enhanced equipment.

35.10 The Domestic Installation Code must include provisions which will ensure that the licensee and its Representatives will:

- (a) not make any Sales Transaction during a visit to install a Smart Metering System at any Domestic Premises;
- (b) not undertake any Marketing during a visit to install a Smart Metering System unless the Domestic Customer has, in advance of the date of the installation visit, given his explicit consent to Marketing being undertaken during the installation visit; and
- (c) cease any Marketing being undertaken in compliance with subparagraph (b) immediately upon a request to do so made by the Domestic Customer or any member of his household.

35.11 The Domestic Installation Code must make provision relating to the establishment and implementation of practices, procedures and arrangements by which the licensee and its Representatives will:

- (a) take all reasonable steps to ensure that no undue inconvenience is caused to Domestic Customers or other occupants of Domestic Premises as a result of any visit made to Domestic Premises for the purposes of installing a Smart Metering System;
- (b) provide for Domestic Customers to be given complete and accurate information and advice, which is in plain and intelligible language and which does not mislead them, about:
 - (i) the installation, purpose, features and advantages of Smart Metering Systems;
 - (ii) the use of Smart Metering Systems, including such information as will assist Domestic Customers to make informed judgements about the way in which they can improve the efficiency with which they use the electricity and/or gas supplied to them; and
 - (iii) sources from which Domestic Customers may obtain additional and impartial information or assistance about improving the efficiency with which they use the electricity and/or gas supplied to them;

- (c) identify and meet the needs of specific Domestic Customer groups – including in particular Domestic Customers (or occupants of the Domestic Premises) who are of Pensionable Age, disabled or chronically sick – in relation to the installation (and provision of information relating to the installation) of Smart Metering Systems;
- (d) notify Domestic Customers of the Domestic Installation Code, of the provisions set out in it and of the licensee’s obligations under it; and
- (e) retain, and produce to the Authority when requested to do so, documentary evidence sufficient to demonstrate (where given) a Domestic Customer’s consent to Marketing being undertaken during the installation visit.

35.12 The Domestic Installation Code may make further provisions in relation to any matters that are designed to secure the achievement of the Objectives.

35.13 The Domestic Installation Code may provide for particular provisions, as specified in it, not to apply in such cases or circumstances as are specified or described in the Domestic Installation Code.

35.14 The Domestic Installation Code must set out procedures for its review and revision which shall, as a minimum, provide for:

- (a) the making of proposals by:
 - (i) the licensee and any other licensed electricity or gas supplier of Domestic Premises; and
 - (ii) the National Consumer Council,for revisions to the Domestic Installation Code;
- (b) a requirement to obtain the approval of the Authority to proposed revisions to the Domestic Installation Code; and
- (c) the Authority:
 - (i) at any time to require the licensee, together with all other licensed electricity and gas suppliers of Domestic Premises, to review such features of the Domestic Installation Code as it may specify (‘the specified features’);
 - (ii) following such a review, to issue a direction requiring the licensee and all other licensed electricity and gas suppliers of Domestic Premises to make such modification to any of the specified features as it may direct.

Consultation on the Domestic Installation Code

35.15 The licensee must:

- (a) before submitting the Domestic Installation Code or any proposed revisions to it to the Authority for its approval; and
- (b) in carrying out any review of the Domestic Installation Code, consult with, and consider any representations made by, the National Consumer Council and any other person or body likely to be affected.

Compliance with the Domestic Installation Code

- 35.16 The licensee must take such steps and do such things as are within its power to comply with the Domestic Installation Code approved or designated (as the case may be) by the Authority.
- 35.17 The license must maintain a record of its performance against and compliance with the requirements of the Domestic Installation Code.

Review of the Domestic Installation Code

- 35.18 The licensee must from time to time:
- (a) take steps to obtain the views of Domestic Customers about the licensee's and its Representatives' activities and conduct relating to the installation of Smart Metering Systems; and
 - (b) together with all other licensed electricity and gas suppliers of Domestic Premises, review the Domestic Installation Code and the manner in which it has been operated with a view to determining, taking into account views received, whether any revisions should be made to it.
- 35.19 Where, within 30 working days of the licensee submitting to the Authority the proposed revisions to the Domestic Installation Code, the Authority has not given:
- (a) its approval in Writing to the proposed revisions;
 - (b) Notice to the licensee that it is withholding approval; or
 - (c) Notice to the licensee that it is unable to reach a decision on whether to approve or withhold approval within the 30 working day period but that it will aim to do so within the timescales set out in the Notice,
- the proposed revisions submitted to the Authority shall be treated as having been approved by the Authority and incorporated into the Domestic Installation Code.
- 35.20 As soon as practicable following the Authority's approval or designation of the Domestic Installation Code (including following any revision to it), the licensee must take steps to ensure that an up-to-date copy of the approved or designated (as the case may be) Domestic Installation Code is:
- (a) sent to the Authority and the National Consumer Council; and

- (b) made readily accessible, including by being published on and made readily accessible from its Website (if it has one).

35.21 The licensee shall give, free of charge and as soon as practicable following the request, a copy of the most up-to-date approved or designated (as the case may be) Domestic Installation Code to any person that requests it.

Interpretation and Definitions

35.22 In this Condition, any reference to Smart Metering System shall be read as incorporating a reference:

- (a) to any part of that system; and
- (b) to an In-Home Display.

35.23 In this condition, any reference to ‘installation’ shall be read, in the context of an In-Home Display, as incorporating a reference to the provision of that In-Home Display, and the words ‘install’ and ‘installed’ shall be construed accordingly.

35.24 For the purposes of this Condition:

Marketing

means any activities of the licensee or any of its Representatives that:

- (a) take place with the simultaneous physical presence of:
 - (i) the licensee or the Representative; and
 - (ii) a Domestic Customer or any member of his household; and
- (b) entail verbal communication with the Domestic Customer or any member of his household with the intention or effect of:
 - (i) promoting the provision by the licensee or any other named person of any goods and services; or
 - (ii) promoting the availability to the Domestic Customer or member of his household of any goods or services specifically designed for or tailored to his requirements,

but for these purposes:

- (c) ‘promoting’ shall be taken to exclude the activity of agreeing or arranging, at the request of the Domestic Customer or a

member of his household, any further communication with that person, at a date later than the date of the installation visit, in relation to the provision by the licensee or any other named person of any goods or services; and

- (d) 'goods or services' shall be taken to exclude any goods or services are to be provided free of charge.

Sales Transaction

means any transaction, whether in writing or otherwise, which involves a Domestic Customer or any member of his household:

- (a) paying a sum of money to any person in respect of the provision of goods or services; or
- (b) entering into a contract to pay a sum of money to any person in respect of the provision of goods or services.

Condition 36. Smart Metering Installation and Installation Code of Practice – Micro Business Consumers

The Objectives and the duty to achieve them

- 36.1 The objectives of this Condition (the **Objectives**) are to ensure that:
- (a) the licensee and any Representative provides and maintains a standard of service which helps to ensure that Micro Business Consumers' experience of the installation of Smart Metering Systems at their premises meets their reasonable expectations;
 - (b) all activities undertaken by the licensee and any Representative in relation to the installation of Smart Metering Systems are conducted in a fair, transparent, appropriate and professional manner; and
 - (c) Micro Business Consumers are provided with information about, or during, the installation of Smart Metering Systems which:
 - (i) is complete and accurate;
 - (ii) does not mislead them; and
 - (iii) informs them about the benefits of the Smart Metering Systems and about what to expect in relation to the installation process.
- 36.2 The licensee shall take all reasonable steps:
- (a) to secure the achievement of the Objectives; and
 - (b) to avoid doing anything which jeopardises its ability to achieve the Objectives.

The Installation Code

- 36.3 The steps that the licensee must take to secure the achievement of the Objectives include, without limitation, taking such steps and doing such things as are within its power to:
- (a) together with all other licensed electricity and gas suppliers; and
 - (b) by no later than one month after this Condition takes effect (or such later date as the Authority may direct) (the **relevant period**),
- prepare and submit for approval to the Authority a document to be known as the Installation Code of Practice (**Installation Code**).
- 36.4 If:
- (a) the licensee, together with all other licensed electricity and gas suppliers, does not submit an Installation Code to the Authority within the relevant period; or
 - (b) the Authority does not approve the Installation Code submitted to it,

the Authority may:

- (i) designate an Installation Code which shall apply for the purposes of this Condition; or
- (ii) in the case of sub-paragraph (b), issue a direction requiring the licensee and all other licensed electricity and gas suppliers to make such modifications to the Installation Code which has been submitted to it as are specified in the direction.

Content of the Installation Code

36.5 The Installation Code must make provisions relating to the establishment and implementation of practices, procedures and arrangements by which the licensee and its Representatives will:

- (a) take all reasonable steps to ensure that no undue inconvenience is caused to Micro Business Consumers as a result of any visit made to their premises for the purposes of installing Smart Metering Systems; and
- (b) provide for Micro Business Consumers to be given complete and accurate information and advice, which is in plain and intelligible language and which does not mislead them, about:
 - (i) the installation, purpose, features and advantages of Smart Metering Systems;
 - (ii) the use of Smart Metering Systems, including such information as will assist Micro Business Consumers to make informed judgements about the way in which they can improve the efficiency with which they use the electricity and/or gas supplied to them; and
 - (iii) sources from which Micro Business Consumers may obtain additional information or assistance about improving the efficiency with which they use the electricity and/or gas supplied to them.

36.6 The Installation Code may make further provisions in relation to any matters that are designed to secure the achievement of the Objectives.

36.7 The Installation Code may provide for particular provisions, as specified in it, not to apply in such cases or circumstances as are specified or described in the Installation Code.

36.8 The Installation Code must set out procedures for its review and revision which shall, as a minimum, provide for:

- (a) the making of proposal by:
 - (i) the licensee and any other licensed electricity or gas supplier; and

- (ii) the National Consumer Council,
for revisions to the Installation Code;
- (b) a requirement to obtain the approval of the Authority to proposed revisions to the Installation Code; and
- (c) the Authority:
 - (i) at any time to require the licensee, together with all other licensed electricity and gas suppliers, to review such features of the Installation Code as it may specify ('the specified features');
 - (ii) following such a review, to issue a direction requiring the licensee and all other licensed electricity and gas suppliers to make such modification to any of the specified features as it may direct.

Consultation on the Installation Code

36.9 The licensee must:

- (a) before submitting the Installation Code or any proposed revisions to it to the Authority for its approval; and
- (b) in carrying out any review of the Installation Code,
consult with, and consider any representations made by, the National Consumer Council and any other person or body likely to be affected.

Compliance with the Installation Code

36.10 The licensee must take such steps and do such things as are within its power to comply with the Installation Code approved or designated (as the case may be) by the Authority.

36.11 The licensee must maintain a record of its performance against and compliance with the requirements of the Installation Code.

Review of the Installation Code

36.12 The licensee must from time to time:

- (a) take steps to obtain the views of Micro Business Consumers about the licensee's and its Representatives' activities and conduct relating to the installation of Smart Metering Systems; and
- (b) together with all other licensed electricity and gas suppliers, review the Installation Code and the manner in which it has been operated with a view to determining, taking into account views received, whether any revisions should be made to it.

36.13 Where, within 30 working days of the licensee submitting to the Authority the proposed revisions to the Installation Code, the Authority has not given:

- (a) its approval in Writing to the proposed revisions;
- (b) Notice to the licensee that it is withholding approval; or
- (c) Notice to the licensee that it is unable to reach a decision on whether to approve or withhold approval within the 30 working day period but that it will aim to do so within the timescale specified in the Notice,

the proposed revisions submitted to the Authority shall be treated as having been approved by the Authority and incorporated into the Installation Code.

36.14 As soon as practicable following the Authority's approval or designation of the Installation Code (including following any revision to it), the licensee must take steps to ensure that an up-to-date copy of the approved or designated (as the case may be) Installation Code is:

- (a) sent to the Authority and the National Consumer Council; and
- (b) made readily accessible, including by being published on and made readily accessible from its Website (if it has one).

36.15 The licensee shall give, free of charge and as soon as practicable following the request, a copy of the most up-to-date approved or designated (as the case may be) Installation Code to any person that requests it.

Interpretation and Definitions

36.16 In this Condition, any reference to Smart Metering System shall be read as incorporating a reference to any part of that system.

36.17 For the purposes of this Condition:

Micro Business Consumer has the meaning given to it in Standard Condition 7A of the Standard Conditions for Gas Supply Licences.

Condition 37. Roll-out Reporting and Provision of Information to the Secretary of State

Introduction

37.1 This condition provides for the Secretary of State to be able to obtain from the licensee information in respect of matters relating to the provision, installation, operation, maintenance, and use of meters.

Purposes

- 37.2 The purposes of this condition are to ensure that the Secretary of State may obtain such information as he may reasonably require to enable him, from time to time, to:
- (a) examine and assess the readiness of the licensee to comply with any Relevant SMS Condition;
 - (b) monitor and review the steps taken, or to be taken, by the licensee to:
 - (i) install, arrange for the installation of, or provide (as the case may be) Smart Metering Systems and In-Home Displays in accordance with the requirements of any Relevant SMS Condition;
 - (ii) promote awareness and understanding by Energy Consumers of the use of Smart Metering Systems and In-Home Displays (and information that may be obtained through them);
 - (c) evaluate:
 - (i) the scope and effectiveness of the licensee's consumer engagement activities; and
 - (ii) the implementation of the Consumer Engagement Plan;
 - (d) identify and evaluate the costs associated with, and benefits attributable to, the provision, installation, operation, maintenance, and use of Smart Metering Systems and In-Home Displays, including in particular:
 - (i) energy savings made as a result of Energy Consumers being able to better manage their energy consumption and expenditure;
 - (ii) cost savings and improvements in services resulting from changes made to energy industry activities and procedures;
 - (e) decide whether or when there may be a need for him to exercise any of his powers under any Relevant SMS Condition or section 88 of the Energy Act 2008; and
 - (f) publish information in respect of the matters set out in paragraphs (a) – (e).

Information Request

- 37.3 The Secretary of State may, for the purposes of this condition, from time to time issue a request for Information to be provided to him (an **Information Request**).
- 37.4 An Information Request (or any part of it) may be addressed to the licensee alone, to all Gas Suppliers or to a category of Gas Suppliers.
- 37.5 An Information Request may in particular, where the licensee supplies gas to at least 250,000 Domestic Customers, require the licensee to provide:
- (a) on an annual basis (and at such other times as may be specified in the Information Request) Information in respect of:
 - (i) its proposals, plans and projections for meeting its duties in relation to the provision, installation, operation, and maintenance of Smart Metering systems and In-Home Displays; and
 - (ii) its progress against the proposals, plans and projections included in the previous year's roll-out report,

(together the **roll-out report**); and
 - (b) for such periods and at such frequency as may be specified in the Information Request, Information which sets out the licensee's progress against the proposals, plans and projections included in its latest roll-out report (the **monitoring report**).
- 37.6 An Information Request may in particular, where the licensee supplies gas to fewer than 250,000 Domestic Customers or supplies gas only to Non-Domestic Customers, require it to provide on an annual basis (and at such other times as may be specified in the Information Request) Information in respect of its proposals for and progress towards meeting its duties in relation to the provision, installation, operation, and maintenance of Smart Metering Systems and In-Home Displays (the **progress report**).
- 37.7 An Information Request may in particular specify:
- (a) the type and nature of Information to be provided, including in particular the type and nature of Information to be provided in a roll-out report, monitoring report, and progress report;
 - (b) that the Information is to be accompanied by such supporting documents or data as may be described;
 - (c) that all or some of the specified Information must continue to be provided at the intervals specified until such date as specified or until the Secretary of State issues a subsequent Information Request to the licensee or the category of Gas Suppliers of which it is a member; and
 - (d) the form and manner in which, and the date by which, the specified Information is to be provided.

- 37.8 The licensee must comply with an Information Request addressed to it or to a category of Gas Suppliers of which it is a member.
- 37.9 The licensee must ensure that the Information it provides in response to an Information Request is complete and accurate.
- 37.10 The licensee is not required under this condition to provide any Information which it could not be compelled to produce or give in evidence in civil proceedings before a court.

Cessation

- 37.11 This condition shall cease to apply to the licensee from the date which is 12 months after the date specified in paragraph 33.1 of standard condition 33 of this licence.

Interpretation and Definitions

- 37.12 In this condition:

Consumer Engagement Plan	has the meaning given to it in standard condition 39 (Smart Metering Consumer Engagement) of this licence.
Energy Consumer	means a consumer of gas or electricity.
Information	includes information in any form or medium and of any description specified by the Secretary of State 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 Secretary of State.
Relevant SMS Condition	means any condition of this licence which imposes obligations or contains provisions in respect of any matter relating to the provision, installation, operation, maintenance, or use of a Smart Metering System or an In-Home Display.

Condition 38. Roll-out Reporting, Setting and Achieving Annual Milestones, and Provision of Information to the Authority

Introduction

38.1 This condition provides for:

- (a) the licensee to be required to prepare and provide to the Authority a Roll-out Plan, to report against the Roll-out Plan and to set and achieve Annual Milestones; and
- (b) the Authority to be able to obtain from the licensee information in respect of matters relating to the provision, installation, operation, maintenance and use of Smart Metering Systems, In-Home Displays and Relevant Gas Meters and the licensee's achievement of the Annual Milestones.

Purposes

38.2 The purposes of this condition are to:

- (a) provide that the Authority may require the licensee to prepare a Roll-out Plan which includes Annual Milestones;
- (b) require the licensee to achieve the Annual Milestones set out in the Roll-out Plan; and
- (c) ensure that the Authority may obtain such information as it may reasonably require to enable it, from time to time, to:
 - (i) examine and assess the readiness of the licensee to comply with any Relevant SMS Condition;
 - (ii) monitor and review the steps taken or to be taken by the licensee to install, arrange for the installation of, or provide (as the case may be) Smart Metering Systems, In-Home Displays and Relevant Gas Meters in accordance with the requirements of any Relevant SMS Condition; and
 - (iii) monitor the licensee's achievement of the Annual Milestones set out in the Roll-out Plan.

Roll-out Plan and Progress Reports

38.3 Where directed by the Authority, the licensee must prepare and submit to the Authority, by a date specified in a direction issued by the Authority, a document (the **Roll-out Plan**) which contains:

- (a) where the licensee is required to provide a roll-out report to the Secretary of State under standard condition 37, such parts of the roll-out report as are specified in the direction;

- (b) Annual Milestones, set by the licensee for such period as may be specified in the direction, for the purpose of the licensee complying with its duties in relation to the provision, installation, operation, maintenance and use of Smart Metering Systems, In-Home Displays and Relevant Gas Meters;
 - (c) a detailed explanation of the licensee's reasons, which reasons must be duly justified, for the Annual Milestones set by it; and
 - (d) such other Information as may be specified in the direction.
- 38.4 The licensee must achieve the Annual Milestones set out in its Roll-out Plan.
- 38.5 For the purposes of paragraph 38.4, the licensee shall be considered to have achieved an Annual Milestone set out in its Roll-out Plan where, by the end of the calendar year to which that Annual Milestone relates, it has reached at least 95% (or such lower percentage as may be specified in any direction issued to the licensee by the Authority) of that Annual Milestone.
- 38.6 The licensee may submit a revised Roll-out Plan to the Authority only:
- (a) on, or in the seven days immediately following, each anniversary, occurring prior to 31 March 2017, of the date specified in the direction issued by the Authority in accordance with paragraph 38.3; or
 - (b) where in response to a request from the licensee, the Authority has agreed that it may submit a revised Roll-out Plan.
- 38.7 Where, in accordance with paragraph 38.6, the licensee submits a revised Roll-out Plan, it must also set out its reasons, which reasons must be duly justified, for making the revisions together with such supporting Information as may be required by the Authority.
- 38.8 The licensee must prepare and submit to the Authority, in accordance with any direction issued to the licensee by the Authority and for such periods and at such frequency as may be specified in the direction, a report (the **Progress Report**) which sets out the licensee's progress and performance against the Roll-out Plan.
- 38.9 The licensee must publish its Roll-out Plan and any Progress Report, or such Information contained in the Roll-out Plan and any Progress Report, where it is directed to do so by the Authority.

Directions

- 38.10 The licensee must comply with any directions the Authority may issue for the purposes of this condition and which are addressed to it or to a category of Gas Suppliers of which it is a member.
- 38.11 A direction issued by the Authority may, in particular, specify:
- (a) the format of the Roll-out Plan and the Progress Report;

- (b) the form and manner in which the Annual Milestones need to be included in the Roll-out Plan;
- (c) the Information the licensee must include in the Progress Report, which may, where the licensee is required to provide a roll-out report to the Secretary of State under standard condition 37, include such parts of the roll-out report as are specified in the direction;
- (d) requirements in relation to the submission of the Roll-out Plan and Progress Reports to the Authority; and
- (e) the manner and method by which any specified Information from the Roll-out Plan and any Progress Report must be published by the licensee.

Information Request

- 38.12 Where the licensee receives a request for Information from the Authority for the purposes of this condition (an **Information Request**), it must provide that Information to the Authority within the time and in the form requested.
- 38.13 An Information Request issued by the Authority may in particular specify the type and nature of Information to be provided by the licensee, including in particular in respect of:
- (a) the readiness of the licensee to comply with any Relevant SMS Condition; and
 - (b) the steps taken or to be taken by the licensee to install, arrange for the installation of, or provide (as the case may be) Smart Metering Systems, In-Home Displays and Relevant Gas Meters in accordance with the requirements of any Relevant SMS Condition.
- 38.14 The licensee must ensure that the Information it provides in response to an Information Request is complete and accurate.
- 38.15 The licensee is not required under this condition to provide any Information which it could not be compelled to produce or give in evidence in civil proceedings before a court.

Cessation

- 38.16 This condition shall cease to apply to the licensee from the date which is 12 months after the date specified in paragraph 33.1 of standard condition 33 of this licence.

Interpretation

- 38.17 In this condition:

Annual Milestone	means a percentage of the total number of Domestic Premises and Designated Premises:
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- (a) in respect of which the licensee is the Relevant Gas Supplier; and
- (b) at which a Smart Metering System or Relevant Gas Meter is to be installed by the end of each calendar year falling within the period specified in a direction issued by the Authority under paragraph 38.3.

Progress Report	means a report submitted in accordance with paragraph 38.8.
Relevant Gas Meter	means any Gas Meter installed or arranged to be installed by the licensee pursuant to paragraphs 33.8, 33.9 or 33.10 of standard condition 33 of this licence.
Relevant SMS Condition	means any condition of this licence which imposes obligations or contains provisions in respect of any matter relating to the provision, installation, operation, maintenance or use of a Smart Metering System or an In-Home Display.
Roll-out Plan	means a plan submitted in accordance with paragraph 38.3, as it may be revised in accordance with paragraph 38.6.

Condition 39. Smart Metering Consumer Engagement

Introduction

39.1 This condition provides for holders of electricity and gas supply licences to be required to establish, support and monitor the work of a body which will carry out the role of consumer engagement in relation to Smart Metering Systems.

Application

39.2 This condition shall:

- (a) apply to the licensee only if it is a Relevant Supplier, a Small Domestic Supplier or a Relevant Non-Domestic Supplier; and
- (b) cease to apply from such date as is specified in a direction issued by the Secretary of State.

39.3 Where this condition applies and:

- (a) the licensee is a Relevant Supplier, it is not required to comply with Parts B and C;
- (b) the licensee is a Relevant Supplier, it is not required to comply with Parts B and C;
- (c) the licensee is a Relevant Non-Domestic Supplier, it is not required to comply with Parts A and B.

PART A. REQUIREMENTS APPLICABLE TO THE LICENSEE WHERE IT IS A RELEVANT SUPPLIER

Duty to establish the Central Delivery Body

39.4 The licensee, together with all other Relevant Suppliers, must take such steps and do such things as are within its power:

- (a) to establish, by no later than 30 June 2013, a body corporate to carry out the role of consumer engagement in relation to Smart Metering Systems (referred to in this condition as the **Central Delivery Body**);
- (b) to provide that the Central Delivery Body is constituted and governed so as to ensure that it:
 - (i) has the characteristics set out at Part A1;
 - (ii) has the objectives set out at Part A2;
 - (iii) procures the advice of experts as set out at Part A3; and
 - (iv) fulfils the functions set out at Part A4;
- (c) to provide for the costs of the Central Delivery Body to be met as set out at Part A5.

Part A1. Characteristics of the Central Delivery Body

Constitution

- 39.5 The articles of association of the Central Delivery Body must as a minimum provide that:
- (a) it is a not-for-profit body;
 - (b) its board of directors (the **Board**) is at all times constituted so as to reflect the provisions of paragraph 39.6;
 - (c) the Secretary of State has a right of veto in respect of the appointment of any person as the Chairman of the Board;
 - (d) any person nominated by and representing either:
 - (i) the Secretary of State; or
 - (ii) all Network Operators,is entitled to attend, but not vote at, a meeting of the Board;
 - (e) the Board will exercise independent judgement and reach its decisions in accordance with the requirements of paragraph 39.8;
 - (f) its business shall be (and shall be limited to):
 - (i) achieving the objectives set out at Part A2;
 - (ii) achieving those objectives by taking such steps as are reasonably necessary and appropriate for carrying out the activities set out at Parts A3 and A4.

Composition of the Board

- 39.6 The Board shall comprise:
- (a) a Chairman appointed by the Relevant Suppliers;
 - (b) six directors nominated by and representing Relevant Suppliers;
 - (c) two directors nominated by and representing Small Domestic Suppliers;
 - (d) two directors nominated by and representing Relevant Non-Domestic Suppliers;
 - (e) two directors nominated by the National Consumer Council; and
 - (f) two directors representing the interests of Energy Consumers.
- 39.7 The Chairman of the Board must be independent of any person or body that is represented by a director appointed in accordance with the provisions of paragraphs 39.6(b)-(f).

Decision-Making

- 39.8 A decision made by the Board must be made in accordance with a voting procedure which provides for:
- (a) each directors, other than the Chairman, to exercise a single vote on each decision to be taken;
 - (b) decisions to be made by a simple majority; and
 - (c) the Chairman to be able to exercise a casting vote by only where the number of votes for and against a decision are equal.

Part A2. Objectives of the Central Delivery Body

Objectives

- 39.9 The objectives of the Central Delivery Body set out in paragraph 39.10 are to apply:
- (a) in respect of Energy Consumers at Domestic Premises; and
 - (b) where it is cost effective to extend the consumer engagement activities undertaken by the Central Delivery Body so as also to include the engagement of Energy Consumers at Relevant Designated Premises, in respect of such Energy Consumers.
- 39.10 The objectives of the Central Delivery Body are to:
- (a) build consumer confidence in the installation of Smart Metering Systems by gas and electricity suppliers;
 - (b) build consumer awareness and understanding of the use of Smart Metering Systems (and the information obtained through them);
 - (c) increase the willingness of Energy Consumers to use Smart Metering Systems to change their behaviour so as to enable them to reduce their consumption of energy; and
 - (d) assist consumers with low incomes or prepayment meters, or consumers who may encounter additional barriers in being able to realise the benefits of Smart Metering Systems due to their particular circumstances or characteristics, to realise the benefits of Smart Metering Systems while continuing to maintain an adequate level of warmth and to meet their other energy needs.

Part A3. Arrangements for Obtaining Expert Advice

- 39.11 The Central Delivery Body shall establish arrangements for the purpose of ensuring that it is regularly provided with all appropriate advice that is:
- (a) concerned with the means by which it can most efficiently and effectively achieve its objectives; and

- (b) procured from such persons, as selected by it, who have widely recognised expertise in matters that are relevant to, and will assist in, the efficient and effective achievement of its objectives.

Part A4. Functions of the Central Delivery Body

39.12 The functions of the Central Delivery Body shall be to:

- (a) produce and maintain a plan for achieving its objectives (the **Consumer Engagement Plan**) which meets the requirements of paragraphs 39.13 to 39.16;
- (b) implement the Consumer Engagement Plan in accordance with paragraph 39.17;
- (c) develop and produce an annual budget for the delivery of the Consumer Engagement Plan which meets the requirements of paragraphs 39.18 and 39.19 (the **Annual Budget**);
- (d) produce a report on at least an annual basis (the **Annual Report**) which meets the requirements of paragraphs 39.20 and 39.21; and
- (e) publish the Consumer Engagement Plan, the Annual Budget and the Annual Report in accordance with paragraphs 39.22 and 39.23.

The Consumer Engagement Plan

39.13 The Consumer Engagement Plan must be in writing and must:

- (a) constitute a plan which is designed to ensure that the Central Delivery Body takes all appropriate steps to achieve its objectives;
- (b) describe the activities that the Central Delivery Body proposes to carry out for that purpose;
- (c) describe how the Central Delivery Body has taken into account the need to:
 - (i) co-ordinate its consumer engagement activities with consumer engagement activities undertaken by other parties in relation to Smart Metering Systems;
 - (ii) undertake a coordinated delivery of consumer engagement activities that reflects and takes into account the need to adopt different activities for the purpose of meeting the consumer engagement requirements of any class or classes of Energy Consumer, including Energy Consumers paying by different payment methods, residing in different geographical areas and in occupation of different types of Domestic Premises; and
 - (iii) provide additional assistance and consumer engagement activities that may be required by particular categories of Energy Consumers, including in particular Energy Consumers

with low incomes or who may encounter additional barriers in being able to access the benefits of Smart Metering Systems due to their particular circumstances or characteristics; and

- (d) be designed to ensure that in carrying out its activities the Central Delivery Body does not restrict, distort or prevent competition in the supply of gas or electricity or in any commercial activities connected with Smart Metering Systems.

- 39.14 The Consumer Engagement Plan must be produced by no later than 31 December 2013.
- 39.15 The Central Delivery Body must keep the Consumer Engagement Plan under review, and must make appropriate amendments to it from time to time so that it continues to be accurate, up to date, and fit for purpose.
- 39.16 In producing, and prior to making any subsequent amendment to, the Consumer Engagement Plan, the Central Delivery Body:
- (a) must seek the advice of, and have due regard to the advice given by, the persons with whom it has made arrangements in accordance with the provisions of paragraph 39.11; and
 - (b) may consult with, and have regard to the representations of, any other interested parties.
- 39.17 The Central Delivery Body must take such steps and do such things as are within its power:
- (a) to implement the Consumer Engagement Plan in accordance with its terms (as amended from time to time); and
 - (b) to do so in an efficient and cost-effective manner that achieves value for money in the performance of its activities.

Annual Budget

- 39.18 The Central Delivery Body must:
- (a) by 31 December 2013, develop and produce the first Annual Budget in respect of the calendar year commencing on 1 January 2014; and
 - (b) thereafter by 31 December in each subsequent year, develop and produce an Annual Budget in respect of the calendar year which commences immediately following that date.
- 39.19 Each Annual Budget must comprise a detailed statement of the best estimate of the Central Delivery Body, made in good faith, of all costs that it expects to incur for the purpose of undertaking its activities during the calendar year to which that Annual Budget relates.

Annual Report

39.20 The Central Delivery Body must:

- (a) by 31 March 2014, produce the first Annual Report in respect of the calendar year that commenced on 1 January 2013; and
- (b) thereafter by 31 March in each subsequent year, produce an Annual Report in respect of the calendar year that commenced on 1 January in the previous year.

39.21 Each Annual Report must in particular:

- (a) report on:
 - (i) the Central Delivery Body's performance; and
 - (ii) the extent to which, in the opinion of the Board, the steps taken by the Central Delivery Body to implement the Consumer Engagement Plan (as applicable during the period to which the Annual Report relates) have contributed to the achievement of its objectives during the period to which the Annual Report relates; and
- (b) set out the expenditure of the Central Delivery Body during that period and report on the extent to which, in the opinion of the Board, such expenditure represents value for money.

Publication

39.22 The Central Delivery Body must ensure that up to date copies of:

- (a) the Consumer Engagement Plan;
- (b) the Annual Budget; and
- (c) the Annual Report,

are at all times made available by it in a form that is readily accessible to most Energy Consumers.

39.23 In complying with paragraph 39.22 the Central Delivery Body:

- (a) must exclude from each document, so far as practicable, any information which would or might seriously prejudice the interests of any individual or body to which it relates; and
- (b) may exclude from each document any information that would, or would be likely to, prejudice the commercial interests of any person (including the Central Delivery Body itself).

Part A5. Costs of the Central Delivery Body

39.24 The licensee must:

- (a) together with all other Relevant Suppliers, take such steps and do such things as are within its power to meet the capital costs of establishing the Central Delivery Body and all costs, excluding Fixed Operating Costs, that are reasonably incurred by the Central Delivery Body in undertaking its activities and operating in an efficient and cost-effective manner that achieves value for money; and
 - (b) together with all other Relevant Suppliers and Small Domestic Suppliers, take such steps and do such things as are within its power to meet all Fixed Operating Costs that are reasonably incurred by the Central Delivery Body operating in an efficient and cost-effective manner that achieves value for money.
- 39.25 For the purpose of meeting the requirements of paragraph 39.24, the licensee must, together with all other Relevant Suppliers and Small Domestic Suppliers, establish a mechanism to allocate:
- (a) between Relevant Suppliers the costs of the Central Delivery Body, as referred to in paragraph 39.24(a), on the basis of their respective shares of the markets for gas and electricity supply; and
 - (b) between Relevant Suppliers and Small Domestic Suppliers the costs of the Central Delivery Body as referred to in paragraph 39.24(b), on the basis of their respective shares of the markets for gas and electricity supply to Domestic Premises.

Part A6. Other Duties of Relevant Suppliers

General Duty

- 39.26 The licensee, together with all other Relevant Suppliers, must take such steps and do such things as are within its power to ensure that:
- (a) the Central Delivery Body achieves its objectives; and
 - (b) in achieving its objectives the Central Delivery Body acts in a manner which is transparent, impartial, cost-effective and represents value for money.

The Performance Management Framework

- 39.27 The licensee must, together with all other Relevant Suppliers, produce and maintain a performance framework (the **Performance Management Framework**) which meets the requirements of paragraph 39.28 to 39.30.
- 39.28 The Performance Management Framework must:
- (a) set out the standards, including key performance indicators and targets, which have been determined by the Relevant Suppliers as standards against which the performance of the Central Delivery Body in achieving its objectives will be measured; and

- (b) include such provisions as will enable any person, including in particular the Relevant Suppliers, the Secretary of State and the Authority, to assess:
 - (i) the Central Delivery Body's performance against the specified standards;
 - (ii) the effectiveness of the steps taken by the Central Delivery Body for the purpose of achieving its objectives; and
 - (iii) the extent to which the Central Delivery Body has, in accordance with paragraph 39.16, amended the Consumer Engagement Plan to take into account information received in respect of its performance.

39.29 The Performance Management Framework must be produced by no later than 31 December 2013.

39.30 The licensee, together with all other Relevant Suppliers must keep the Performance Management Framework under review, and must make appropriate amendments to it from time to time so that it continues to be accurate, up to date, and fit for purpose.

39.31 In determining the standards to be set out, and the other provisions to be included, in the Performance Management Framework, the licensee, together with all other Relevant Suppliers, must consult with and take into account the views of, and information provided by, relevant interested parties, including in particular the Secretary of State.

Co-operation

39.32 The licensee must:

- (a) co-operate with the Central Delivery Body for the purposes of enabling the Central Delivery Body to undertake its activities; and
- (b) take all reasonable steps to ensure that in carrying out its consumer engagement activities in relation to, and communicating with Energy Consumers about, Smart Metering Systems it does not act inconsistently with the activities of the Central Delivery Body.

PART B. REQUIREMENTS APPLICABLE TO THE LICENSEE WHERE IT IS A DOMESTIC SUPPLIER

39.33 The licensee must, together with all Relevant Suppliers and other Small Domestic Suppliers, take such steps and do such things as are within its power:

- (a) to meet the Fixed Operating Costs that are reasonably incurred by the Central Delivery Body operating in an efficient and cost-effective manner that achieves value for money; and

- (b) establish a mechanism to allocate between Relevant Suppliers and Small Domestic Suppliers the costs referred to in paragraph 39.33(a), on the basis of their respective shares of the markets for gas and electricity supply to Domestic Premises.

39.34 The licensee must:

- (a) co-operate with:
 - (i) Relevant Suppliers for the purposes of ensuring the establishment of the Central Delivery Body in accordance with Part A1 of this condition; and
 - (ii) the Central Delivery Body for the purposes of enabling the Central Delivery Body to undertake its activities; and
- (b) take all reasonable steps to ensure that in carrying out its consumer engagement activities in relation to, and communicating with Energy Consumers about, Smart Metering Systems it does not act inconsistently with the activities of the Central Delivery Body.

PART C. REQUIREMENTS APPLICABLE TO THE LICENSEE WHERE IT IS A RELEVANT NON-DOMESTIC SUPPLIER

39.35 The licensee must:

- (a) co-operate with:
 - (i) Relevant Suppliers for the purposes of ensuring the establishment of the Central Delivery Body in accordance with Part A1 of this condition; and
 - (ii) the Central Delivery Body for the purposes of enabling the Central Delivery Body to undertake its activities; and
- (b) take all reasonable steps to ensure that in carrying out its consumer engagement activities in relation to, and communicating with Energy Consumers about, Smart Metering Systems it does not act inconsistently with the activities of the Central Delivery Body.

PART D. INTERPRETATION AND DEFINITIONS

39.36 In this condition:

- | | |
|------------------------------|--|
| Energy Consumer | means a consumer of gas or electricity. |
| Fixed Operating Costs | means costs relating to (i) renting and maintaining premises, (ii) staff recruitment, salaries, and benefits, and (iii) purchasing and maintaining office equipment, including IT and telephony equipment. |

Micro Business Consumer	has the meaning given to it in standard condition 7A of this licence.
Network Operator	means any person holding: <ul style="list-style-type: none">(c) a licence granted under section 6(1)(b) or 6(1)(c) of the Electricity Act 1989; or(d) a licence granted under section 7 of the Gas Act 1996.
Relevant Designated Premises	means: <ul style="list-style-type: none">(c) Designated Premises at which the Customer is a Micro Business Consumer; and(d) such additional categories of premises as may be specified in a direction issued by the Secretary of State.
Relevant Non-Domestic Supplier	means a gas or electricity supplier which is neither a Relevant Supplier nor a Small Domestic Supplier but supplies gas or electricity to any Relevant Designated Premises.
Relevant Supplier	means a gas or electricity supplier which: <ul style="list-style-type: none">(c) is authorised by its licence to supply gas or electricity to Domestic Premises; and(d) supplies either gas or electricity (or both) to more than 250,000 Domestic Customers.
Small Domestic Supplier	means a gas or electricity supplier which: <ul style="list-style-type: none">(c) is authorised by its licence to supply gas or electricity to Domestic Premises; and(d) supplies gas or electricity to, in each case, no more than 250,000 Domestic Customers.

Condition 40. Security controls in relation to Smart Metering Systems

Introduction

40.1 This condition requires the licensee to maintain a high level of security in accordance with good industry practice in relation to all: Smart Metering Systems installed at premises which are from time to time supplied by it with gas; equipment used by it for the purposes of communicating with those Smart Metering Systems; associated software and ancillary devices; and related business processes.

PART A. APPLICATION

40.2 This condition shall cease to have effect from any date specified by the Secretary of State in a direction issued to the licensee under this paragraph.

PART B. THE GENERAL DUTY TO ENSURE A SECURE SYSTEM

40.3 The licensee must take such steps and do such things as are within its power to provide that the Supplier End-to-End System is at all times Secure.

40.4 For the purposes of this condition, the **Supplier End-to-End System** comprises all of the equipment (together with any associated software and ancillary devices) which falls into one or more of the following categories:

- (a) equipment operated by or on behalf of the licensee for the purpose of enabling information to be communicated to or from Smart Metering Systems;
- (b) equipment which is a part of any electronic communications network by means of which such communication takes place;
- (c) equipment comprised within a Smart Metering System located at each premises that is from time to time supplied with gas by the licensee.

40.5 For the purposes of this condition, the Supplier End-to-End System is **Secure** if both the System and each individual element of it is designed, installed, operated and supported so as to ensure, to the Appropriate Standard, that it is not subject to the occurrence of a Security Incident.

40.6 For the purposes of this condition, a **Security Incident** is any event of interference with or misuse of the Supplier End-to-End System, or with any individual element of it, that (whether directly or indirectly):

- (a) causes any loss, theft or corruption of data;
- (b) results in any other unauthorised access to data; or
- (c) gives rise to any loss or interruption of gas supply or to any other interference with the service provided to a Customer at any premises.

PART C. SPECIFIC DUTIES IN RELATION TO A SECURE SYSTEM

- 40.7 For the purpose of ensuring its compliance with the duty at Part B, the licensee must in particular:
- (a) comply with the following requirements of this Part C; and
 - (b) retain, and produce to the Secretary of State or the Authority when requested to do so, documentary evidence sufficient to demonstrate its compliance with the duty at Part B and, in particular, the requirements of this Part C.

Compliance with Standards

- 40.8 The licensee must take all reasonable steps to ensure that, by no later than the Specified Date, it complies with the following standards of the International Organisation for Standards with respect to the resilience, reliability and security of the Supplier End-to-End System:
- (a) ISO 27001:2005 (entitled *Information Technology – Security Techniques – Information Security Management Systems*); and
 - (b) any equivalent standard of the ISO that amends, replaces or supersedes that standard.
- 40.9 For the purposes of paragraph 40.8, the **Specified Date** is the date which falls 18 months after the date on which this condition comes into force.

Information Security Policy

- 40.10 The licensee must establish, maintain, and give effect to a policy (the **Information Security Policy**) which must:
- (a) be based on a risk assessment in relation to the security of the Supplier End-to-End System; and
 - (b) set out the manner in which the licensee will operate the Supplier End-to-End System in order to ensure its compliance with the duty at Part B.
- 40.11 The Information Security Policy must in particular make appropriate provision for:
- (a) measures to mitigate the risk of the occurrence of any Security Incident;
 - (b) restricting access to the Supplier End-to-End System, and to the data communicated over or stored on any element of it, to those who need it and are authorised to obtain it;
 - (c) the effective management of any Security Incident; and
 - (d) appropriate business continuity and disaster recovery procedures.
- 40.12 The licensee must keep the Information Security Policy under review so as to ensure that it remains appropriate and up to date.

- 40.13 The licensee must ensure that the Information Security Policy, and each amendment made to it, is brought to the attention of and considered by appropriate members of its senior management team.
- 40.14 The licensee must:
- (a) commit adequate levels of resource, including a sufficient number of appropriately qualified individuals; and
 - (b) establish all appropriate physical and environmental security controls, to ensure that it at all times implements the Information Security Policy.

Audit

- 40.15 The licensee must:
- (a) by no later than six months after the date on which this condition comes into force; and
 - (b) at least once in each subsequent period of 12 months, ensure that a security audit of the Supplier End-to-End System is carried out, and has been completed, by a Competent Independent Organisation.
- 40.16 The licensee must ensure that any audit carried out for the purposes of paragraph 40.15:
- (a) includes an assessment of the licensee's compliance with the requirements of Part B and the other requirements of this Part C; and
 - (b) is documented in a report which:
 - (i) is produced by the auditors and addressed to the licensee;
 - (ii) is provided by the auditors to the licensee within one month of the completion of the audit; and
 - (iii) shall include any recommendations that the auditors consider it appropriate to make as to actions that the licensee should take in order to ensure its compliance with those requirements.
- 40.17 The licensee must ensure that:
- (a) each report prepared in accordance with paragraph 40.16(b) is considered by appropriate members of its senior management team within 4 weeks of the report being provided by the auditors to the licensee; and
 - (b) it keeps a documentary record of the decisions made and actions taken by it in response to that report.

PART D. COMPLIANCE WITH DIRECTIONS

40.18 The Secretary of State may from time to time issue a direction addressed to the licensee which may require it to:

- (a) take (or refrain from taking) such steps as may be set out in the direction for the purposes of:
 - (i) establishing and maintaining a Secure Supplier End-to-End System for the purposes of any testing and trialling related to the installation or operation of Smart Metering Systems;
 - (ii) establishing and maintaining a Secure Supplier End-to-End System at all other times;
 - (iii) mitigating any known or anticipated risk to the security of the Supplier End-to-End System;
 - (iv) preventing any potential failure of security in the supplier End-to-End System;
 - (v) remedying any actual failure of security in the Supplier End-to-End System;
 - (vi) preparing to address the consequences of any potential failure, or addressing the consequences of any actual failure, in the security of the Supplier End-to-End System;
- (b) do so by such a date as may be set out in the direction;
- (c) report to the Secretary of State or the Authority on the steps that it has taken or will take to comply with the direction;
- (d) produce documentary evidence sufficient to demonstrate its compliance with the direction.

40.19 Any direction issued under this Part D may be addressed to the licensee alone or to the licensee together with any one or more other Gas or Electricity Suppliers.

40.20 The licensee must comply with any direction issued under this Part D and addressed to it.

PART E. DEFINITIONS

40.21 For the purposes of this condition:

Appropriate Standard means a high level of security that is in accordance with good industry practice within the energy industry in Great Britain, and is capable of verification as such by a Competent Independent Organisation.

Information Security Policy has the meaning given in paragraph 40.10.

Competent Independent means a body which:

Organisation

- (a) is fully independent of the interests of the licensee;
- (b) is recognised as being qualified to conduct information security audits by virtue of:
 - (i) employing one or more consultants who are members of the CESG Listed Adviser Scheme (**CLAS**), or any successor to that scheme;
 - (ii) being accredited under the CESG CHECK (IT Health Check Service) Scheme, or any successor to that scheme;
 - (iii) being approved as a provider of CTAS (CESG Tailored Assurance Service) assessments or any successor to those assessments; or
 - (iv) any other membership, accreditation, approval, or similar form of validation that is substantially equivalent in its status and effect to one or more of the arrangements referred to at sub-paragraphs (i) to (iii), and
- (c) has engaged as its lead auditor, for the purposes of the security audit carried out in accordance with paragraph 40.15, an individual who is a member of CLAS or of any successor to or equivalent of that scheme.

For the purposes of this definition, **CESG** is the National Technical Authority for Information Assurance.

Secure has the meaning given in paragraph 40.5.

Security Incident has the meaning given in paragraph 40.6.

Supplier End-to-End System has the meaning given in paragraph 40.4.

Condition 41. Smart Metering – Matters Relating To Obtaining and Using Consumption Data

Application

- 41.1 Part A of this condition applies only in respect of each Domestic Premises (the **relevant premises**):
- (a) to which gas is supplied through a Gas Meter which forms part of a Smart Metering System; and
 - (b) in respect of which the quantity of gas supplied is measured by that Gas Meter.
- 41.2 Part B of this condition applies only in respect of each Designated Premises at which the Customer is a Micro Business Consumer (the **micro business premises**):
- (a) to which gas is supplied through a Gas Meter which forms part of a Smart Metering system; and
 - (b) in respect of which the quantity of gas supplied is measured by that Gas Meter.

PART A. APPLICATION TO RELEVANT PREMISES

Prohibition on obtaining consumption data

- 41.3 Subject to paragraphs 41.4 and 41.7, the licensee must not, in respect of any relevant Premises, obtain any Gas Consumption Data which relates to a period of less than one month.

Exception to Prohibition – Obtaining consumption data for periods of less than one month

- 41.4 Paragraph 41.3 does not apply where:
- (a) the Gas Consumption Data that is obtained relates to a period of less than one month but not less than one day; and
 - (b) the requirements of either paragraph 41.5 or 41.6 are satisfied.
- 41.5 The requirements of this paragraph are that:
- (a) the licensee has given Notice to the Domestic Customer at the relevant premises informing the Domestic Customer:
 - (i) that the licensee intends to obtain Gas Consumption Data which relates to any one or more periods of a length referred to in paragraph 41.4(a);
 - (ii) of the purposes (which purposes must not include Marketing) for which the licensee may use that Gas Consumption Data; and

- (iii) that the Domestic Customer may at any time object to the licensee obtaining that Gas Consumption Data and of the process by which he may do so; and
- (b) the Domestic Customer has either:
 - (i) given explicit consent to the licensee obtaining that Gas Consumption Data for the purposes set out in the Notice (and such consent has not been withdrawn); or
 - (ii) after at least seven days have elapsed from the date on which the Notice was given to him, not objected to the licensee obtaining that Gas Consumption Data for the purposes set out in the Notice.

41.6 The requirements of this paragraph are that one of the following applies:

- (a) the licensee has reasonable grounds to suspect that there is an occurrence of theft of gas at the relevant premises, and it obtains Gas Consumption Data which relates to any one or more periods of a length referred to in paragraph 41.4(a) only for the purposes of investigating that suspected theft;
- (b) the licensee obtains the Gas Consumption Data which relates to a single period of a length referred to in paragraph 41.4(a) only for the purposes of:
 - (i) verifying the quantity of gas supplied to the relevant premises since the last date in respect of which the licensee obtained Gas Consumption Data that was used for the purposes of sending a Bill to the Domestic Customer (the **Billing Date**); and
 - (ii) calculating and sending an accurate and up to date Bill (including a final Bill) to the Domestic Customer in respect of the Charges for the Supply of Gas to the relevant premises since the Billing Date;
- (c) the licensee obtains the Gas Consumption Data which relates to any one or more periods of a length referred to in paragraph 41.4(a) only for the purposes of responding to an enquiry from or a complaint made by, or on behalf of, the Domestic Customer at the relevant premises and relating to the supply of gas by the licensee to the relevant premises; or
- (d) the Gas Meter forming part of the Smart Metering System at the relevant premises is a Prepayment Meter, and the Gas Consumption Data:
 - (i) is obtained only by virtue of the Smart Metering System registering an advance payment made by the Domestic Customer through that Prepayment Meter; and

- (ii) relates to a single period of a length referred to in paragraph 41.4(a) which corresponds to the period since the previous advance payment made by the Domestic Customer through that Prepayment Meter.

Exception to Prohibition – Obtaining consumption data for periods of less than a day

41.7 Paragraph 41.3 does not apply where:

- (a) the Gas Consumption Data that is obtained relates to a period of less than one day; and
- (b) the requirements of either paragraph 41.8 or 41.9 are satisfied.

41.8 The requirements of this paragraph are that:

- (a) the licensee has given Notice to the Domestic Customer at the relevant premises informing the Domestic Customer:
 - (i) that the licensee intends to obtain Gas Consumption Data which relates to any one or more periods of less than one day;
 - (ii) of the purposes for which the licensee may use that Gas Consumption Data;
 - (iii) that where the Domestic Customer gives consent he may withdraw it at any time and of the process by which he may do so; and
 - (iv) that where the Domestic Customer gives consent he may withdraw it at any time and of the process by which he may do so; and
- (b) the Domestic Customer has given his explicit consent to the licensee obtaining that Gas Consumption Data for the purposes set out in the Notice and such consent has not been withdrawn.

41.9 The requirements of this paragraph are that:

- (a) the Secretary of State has approved proposals submitted by the licensee for obtaining Gas Consumption Data which relates to any one or more periods of less than one day, in respect of a particular category of relevant premises and for a particular purpose (in each case as specified in the proposal), on a trial basis (the **Trial**);
- (b) the relevant premises fall within that category;
- (c) the licensee has given at least 14 days advance Notice to the Domestic Customer at the relevant premises informing the Domestic Customer:
 - (i) of the nature and purpose of the Trial;
 - (ii) that he may at any time object to being included in the Trial;

- (iii) of the process by which the Domestic Customer may object;
and
- (d) the Domestic Customer has not objected to being included in the Trial.

Prohibition on use of consumption data

41.10 Subject to paragraph 41.11, the licensee must not use Gas Consumption Data obtained in respect of any relevant premises other than for any of the following purposes:

- (a) calculating and sending a Bill to the Domestic Customer;
- (b) complying with a relevant condition or a relevant requirement;
- (c) where the requirements of paragraph 41.5 are satisfied, the purpose set out in the Notice given to the Domestic Customer under paragraph 41.5(a);
- (d) where any of the requirements of paragraph 41.6 are satisfied, the purpose for which the data was obtained in accordance with paragraph 41.6;
- (e) where the requirements of paragraph 41.8 are satisfied, the purpose set out in the Notice given to the Domestic Customer under paragraph 41.8(a);
- (f) where the requirements of paragraph 41.9 are satisfied, the purpose of the Trial.

Exception to prohibition on use of consumption data

41.11 The licensee may use Gas Consumption Data for purposes other than the purposes specified in paragraph 41.10 where:

- (a) it has given at least seven days advance Notice informing the Domestic Customer that it intends to use Gas Consumption Data for the purposes specified in the Notice; and
- (b) the requirements of paragraph 41.12 are satisfied.

41.12 The requirements of this paragraph are that:

- (a) where the Gas Consumption Data relates to any period of less than one day, the Domestic Customer has given explicit consent for that Gas Consumption Data to be used for the purposes specified in the Notice;
- (b) where the Notice given under paragraph 41.11(a) specifies that the licensee intends to use Gas Consumption Data for Marketing, the Domestic Customer has given explicit consent for the Gas Consumption Data to be used for Marketing; and
- (c) in all other cases, the Domestic Customer has not objected to the Gas Consumption Data being used for the purposes specified in the Notice.

Maintaining records and informing customers

- 41.13 The licensee must, in respect of each of its Domestic Customers at relevant premises, at all times maintain an accurate and up to date record of:
- (a) the date of any Notice sent to the Domestic Customer under this condition and of the information contained in it;
 - (b) the nature of the Domestic Customer's response (if any) to that Notice;
 - (c) the time periods (by reference to length) in relation to which the licensee obtains or may obtain Gas Consumption Data; and
 - (d) where the licensee obtains Gas Consumption Data by virtue of the requirements of paragraph 41.6(a) a statement setting out the reasons why such requirements are satisfied in the circumstances of the case.
- 41.14 The licensee must, in accordance with paragraph 41.15, inform the Domestic Customer in Writing of:
- (a) the time periods (by reference to length) in relation to which the licensee obtains or may obtain Gas Consumption Data;
 - (b) the purposes for which that Gas Consumption Data is, or may be, used by the licensee; and
 - (c) where any of the time periods is of less than one month, the Domestic Customer's right, if any, to object or withdraw consent (as the case may be) to the licensee obtaining or using (as the case may be) that Gas Consumption Data.
- 41.15 The licensee shall inform the Domestic Customer of the matters set out in paragraph 41.14:
- (a) where it installs or arranges for the installation of the Smart Metering System at the Domestic Premises, on, or at any time during the 14 days prior to, the date of installation or as soon as reasonably practicable after the date of installation; and
 - (b) in all cases, at such intervals as are determined appropriate by the licensee for the purposes of ensuring that the Domestic Customer is regularly updated of such matters.

PART B. MICRO BUSINESS PREMISES

Prohibition on obtaining consumption data

- 41.16 Subject to paragraph 41.17, the licensee must not, in respect of any micro business premises, obtain any Gas Consumption Data which relates to a period of less than one month.

Exception to prohibition on obtaining consumption data

- 41.17 Paragraph 41.16 does not apply where:

- (a) the licensee has given at least seven days advance Notice to the Micro Business Consumer at the micro business premises informing the Micro Business Consumer:
 - (i) that the licensee intends to obtain Gas Consumption Data which relates to any one or more periods of less than one month;
 - (ii) of the purposes for which the licensee may use that Gas Consumption Data; and
 - (iii) that the Micro Business Consumer may at any time object to the licensee obtaining that Gas Consumption Data and of the process by which he may do so; and
- (b) the Micro Business Consumer has not objected to the licensee obtaining that Gas Consumption Data for the purposes set out in the Notice.

Use of consumption data

41.18 The licensee must not use Gas Consumption Data obtained in respect of any micro business premises other than for any of the following purposes:

- (a) calculating and sending a Bill to the Micro Business Consumer;
- (b) complying with a relevant condition or a relevant requirement;
- (c) where the requirements of paragraph 41.17 are satisfied, the purpose set out in the Notice given to the Micro Business Consumer under paragraph 41.17(a).

Interpretation and Definitions

41.19 In this condition, any reference:

- (a) to Gas Consumption Data being 'obtained' by the licensee shall be read as incorporating a reference to the licensee requesting any other person to obtain that Gas Consumption Data on its behalf (and references to 'obtain' and 'obtaining' shall be construed accordingly);
- (b) to the licensee obtaining Gas Consumption Data which 'relates to' a specified period, shall be read as incorporating a reference to the licensee obtaining any data which would allow it to calculate Gas Consumption Data in respect of that period (and references to Gas Consumption Data being 'in relation to' a period of time shall be construed accordingly).

41.20 For the purposes of this condition:

Gas Consumption Data means, in respect of a relevant premises or a micro business premises, the quantity of gas measured by the Gas Meter as having been

supplied to the relevant premises or the micro business premises.

Marketing

means:

- (c) any activities of the licensee or its Representatives which are directed at or incidental to identifying and communicating with Domestic Customers for the purpose of promoting the provision of goods or services by any person and includes entering into contracts for the provision of goods or services with such customers;
- (d) the licensee or its representatives disclosing Gas Consumption Data to any other person for the purposes of that person undertaking activities which are directed at or incidental to identifying and communicating with Domestic Customers for the purpose of promoting the provision of goods or services by any person, including the entering into contracts for the provision of goods or services with such customers,

but for these purposes ‘goods or services’ shall be taken to exclude the supply of gas by the licensee.

Micro Business Consumer

has the meaning given to it in standard condition 7A of this licence.